



**ADDENDUM TO THE RESIDENTIAL PURCHASE AGREEMENT  
POST POSSESSION  
(Not Intended for Possession Longer Than 60 Days)**

In reference to the Residential Purchase Agreement (hereinafter "RPA") executed by \_\_\_\_\_ as Buyer(s) and \_\_\_\_\_ as Seller(s), dated \_\_\_\_\_ regarding the real property located at \_\_\_\_\_, ("Premises")

the  Buyer  Seller hereby proposes that the RPA be revised as follows:

1. Upon execution of this Addendum to the Residential Purchase Agreement by the parties, Buyer grants permission to Seller to retain possession of Premises after close of escrow.
2. In consideration of Buyer's permission to Seller to retain possession of Premises after the close of escrow, Seller agrees as follows:
  - a. To accept Premises in its current condition as approved by Buyer and repaired by Seller pursuant to the walk through completed prior to close of escrow.
  - b. To pay Buyer, as compensation for use of Premises the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), daily from and including the date of close of escrow through \_\_\_\_\_ (last day of occupancy period as a date).
  - c. Seller agrees to pay a security deposit in the amount of \$\_\_\_\_\_. Security Deposit shall be debited from the Sellers funds at the close of escrow and paid to Buyer or \_\_\_\_\_ held by \_\_\_\_\_.
  - d. Seller shall pay all utilities and services on a pro-rated basis, commencing on the date of close of escrow.
  - e. To maintain the subject property in its current condition including heating, sewer, plumbing and electrical systems, any built-in appliances and equipment in normal working order.
  - f. Seller shall not make any alterations to Premises without prior written authorization from Buyer.
  - g. Seller shall abide by all laws and government regulation with respect to use or occupancy of Premises.
  - h. Seller, upon twenty-four (24) hour notice, shall admit Buyer and Buyer's representatives at all reasonable times for the purpose of inspecting Premises.
  - i. Seller agrees to hold Buyer and the Agent or Agents in this transaction harmless from any claims for damages or injury to Seller, or any person, or to any property as a result of this Addendum.
3. Buyer shall maintain a policy of fire and extended coverage on the Premises. Seller shall be responsible for repair or replacement of all damages to Premises after the close of escrow until such time as possession is given to Buyer. Buyer shall have thirty (30) days after receipt of possession to determine if Seller has maintained the Premises in the condition as at time of close of escrow as described in the walk through completed prior to close of escrow. If Seller has damaged the Premises, Buyer shall have same repaired and shall furnish copies of receipts to Seller and may deduct the costs of same from Seller's Security Deposit. In the event that Seller's Security Deposit is insufficient to repair all such damage, Seller shall be responsible for the payment of any additional costs.

4. It is the intent of the parties to create a tenancy upon a day-to-day basis, pending Seller’s vacating the Premises. Either party shall have the right to terminate the tenancy upon seven (7) days written notice. Seller can terminate early the tenancy upon giving 7 days’ notice in writing, as such should seller default under this agreement buyer may serve seller with a 7-day notice to terminate tenancy and vacate in said same time. Such notice shall be delivered or mailed via US Mail to the Seller at the Premises for seller notice to vacate and may be mailed, via US Mail, or delivered to Buyer at \_\_\_\_\_ to serve buyer with sellers’ intent to terminate tenancy early. Seller agrees to pay all costs incurred in any legal action instituted by Buyer to enforce the terms of this Agreement or to remove Seller from the Premises including reasonable attorney’s fees and costs.
  
5. It is the intent of the parties that this Addendum is a condition of the sale of the subject property and is not intended to be rental agreement as defined by NRS 118A.
  
6. Additional Terms:

**WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE SIGNING.**

\_\_\_\_\_  
 Buyer  Seller

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Buyer  Seller

\_\_\_\_\_  
 Date

**Acceptance:**

\_\_\_\_\_  
 Buyer  Seller

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Buyer  Seller

\_\_\_\_\_  
 Date

Prepared by: \_\_\_\_\_  
 Agent’s Printed Name

\_\_\_\_\_  
 Phone