



# LEASING AND OPERATING ADDENDUM

Title Subject to Tenant Occupancies

Prepared by: Agent \_\_\_\_\_ Phone \_\_\_\_\_  
Broker \_\_\_\_\_ Email \_\_\_\_\_

DATE: \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_, California.

Items left blank or unchecked are not applicable.

### FACTS:

1. This is an addendum to the following agreement:

- Purchase agreement                       Counteroffer
- Escrow instructions                       \_\_\_\_\_

- 1.1  of same date, or dated \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_, California,
- 1.2 entered into by \_\_\_\_\_, as the Buyer,
- 1.3 and \_\_\_\_\_, as the Seller,
- 1.4 regarding real estate referred to as \_\_\_\_\_.

### AGREEMENT:

In addition to the terms of the above referenced agreement, Buyer and Seller agree to the following:

- 2. On close of escrow, Seller to assign and Buyer to take title subject to all existing rental and lease agreements. [See **ft** Form 595]
  - 2.1 Seller to notify each Tenant of the change of ownership on or before the close of escrow. [See Form **ft** 554]
  - 2.2 Security deposits held by Seller to be credited to Buyer on close of escrow.
    - a. Seller to notify each Tenant of the transfer of the security deposit on close of escrow with a copy of each to Buyer through escrow. [See **ft** Form 586]
  - 2.3 Rent remaining delinquent on close of escrow to be treated as paid.
    - a. Any recovery by Buyer of Seller's portion of delinquent rent and pro rated delinquent rent credited to Buyer on close of escrow to be refunded to Seller on collection by Buyer.
  - 2.4 Service and equipment contracts to be assumed by Buyer and pro rated at close of escrow include: [See **ft** Form 435]

### 3 DUE DILIGENCE CONTINGENCIES:

Within ten \_\_\_\_\_ days after receipt or occurrence of any of the following conditions, Buyer may terminate this agreement based on Buyer's reasonable disapproval of the condition.

- 3.1 Income and expense records, leases, property management and other service contracts, permits or licenses affecting the operation of the property, which Seller will make available to Buyer on acceptance.
- 3.2 A Rental Income Rent Roll itemizing, by unit, the Tenant's name, rent amount, rent due date and delinquencies, deposits, rental period and expiration, and any rental incentives, bonuses or discounts, signed by Seller and handed to Buyer on acceptance. [See **ft** Form 352-1]
- 3.3 An estoppel certificate executed by each Tenant affirming the terms of their occupancy, which Seller will hand Buyer prior to seven days before closing. [See **ft** Form 598]
- 3.4 Seller's Neighborhood Security Disclosure prepared by Seller setting forth recent criminal activity on or about the property relevant to the security of persons and their belongings on the property, and any security arrangements undertaken or which should be undertaken in response. [See **ft** Form 321]
- 3.5 New agreements and modifications of existing agreements to rent units, or to service, alter or equip the property, will not be entered into by Seller without Buyer's prior written consent, which will not be unreasonably withheld.
- 3.6  The property is subject to and fully complies with rent control ordinances for the community of \_\_\_\_\_, California.

Exceptions: \_\_\_\_\_

**I agree to the terms stated above.**  
 Date: \_\_\_\_\_, 20\_\_\_\_\_  
 Buyer: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Buyer: \_\_\_\_\_  
 Signature: \_\_\_\_\_

**I agree to the terms stated above.**  
 Date: \_\_\_\_\_, 20\_\_\_\_\_  
 Seller: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Seller: \_\_\_\_\_  
 Signature: \_\_\_\_\_