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SELLER POSSESSION AFTER CLOSING AGREEMENT
THIS AGREEMENT IS AN ADDENDUM TO THE OFFER TO PURCHASE AND CONTRACT

[Consult "Guidelines" (Form 2A8G) for guidance in completing this form]

WARNINGS TO BUYERS AND SELLERS:

- **THIS FORM MAY ONLY BE USED FOR SHORT-TERM OCCUPANCY.**
- **THIS FORM DOES NOT ADDRESS IMPORTANT ISSUES TYPICALLY ADDRESSED IN A RESIDENTIAL LEASE SUCH AS A SECURITY DEPOSIT. CONSIDERATION SHOULD BE GIVEN TO USING THE RESIDENTIAL RENTAL CONTRACT (FORM 410-T) OR OTHER RESIDENTIAL LEASE.**
- **CONFIRM WITH AN INSURANCE PROFESSIONAL THE TERMS OF COVERAGE UNDER YOUR PROPERTY AND CASUALTY INSURANCE POLICY BEFORE USING THIS ADDENDUM.**
- **SEEK LEGAL COUNSEL AND CONSULT WITH LENDER SHOULD THE PARTIES WISH TO MAKE ANY CHANGES TO THIS AGREEMENT AFTER CLOSING**

Property: **428 Cardinal Crest Ln, Wake Forest, NC 27587**

Seller: **BELLEROSE PARTNERS LLC**

Buyer: _____

This Agreement is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property. For valuable consideration, the receipt and legal sufficiency of which are acknowledged, Seller and Buyer agree:

1. **Term of Possession/Access by Buyer/Means of Access.** Seller may remain in possession of the Property ☐ until 5 p.m. on _____ (insert date) or ☒ for a period of **1 business** days after the Closing until 5 p.m. on the last day (this period of possession is referred to as the "Term"). TIME IS OF THE ESSENCE with regard to the end of the Term.

Buyer shall not access the Property during the Term without Seller's written permission except in the case of an emergency. Seller shall provide Buyer with an entry key to the Property at Closing. Seller shall deliver all other means of access to the Property to Buyer at the conclusion of the Term. Seller agrees to comply with section 2(c) of the Contract prior to the end of the Term.

2. **Seller Acknowledgment of Property Condition and Obligation to Maintain Property.** Seller acknowledges that all appliances, systems and equipment are in good working order except for the following (describe any appliances, systems and equipment that are not in working order at the time of this Agreement): **none**

_____

_____

_____ ("Excluded Items").

Except for the Excluded Items, Seller shall maintain the Property in its same condition as at Closing and make no changes to Property, decorating or otherwise, without the written consent of Buyer. In the event that the Property is not so maintained by Seller, Seller shall pay all costs necessary to restore the Property back to its condition at Closing; provided, the risk of loss or damage to the Property by fire or other casualty shall pass to Buyer at Closing.

3. **Rent.** Seller shall credit Buyer at Closing a non-refundable lump sum of $ _____ for the Term ("Rent").

4. **Termination of Possession.** Without a written extension signed by the Parties, Seller shall vacate the Property no later than the end of the Term. If Seller does not timely vacate the Property, Buyer shall be entitled to seek eviction and a fee of $ _____ per day for each day Seller remains in possession of the Property from the end of the Term until Seller vacates or is evicted. Seller shall be bound by all other terms of this Agreement until possession is delivered to Buyer.

5. **Utilities; Lawn Maintenance; Trash.** During the Term, Seller shall be responsible for lawn maintenance and trash removal, and Seller shall keep all utilities registered in Seller's name and shall pay the costs of all utilities (sewer, water, gas, electricity, etc.).

6. **Removal of Seller's Property.** By the date possession is made available to Buyer, Seller shall remove all garbage and debris from the Property as well as all of Seller's personal property which was not part of the purchase.

This form jointly approved by:
North Carolina Bar Association
NC REALTORS®
REALTOR®

STANDARD FORM 2A8-T
Revised 7/2025
© 7/2026
EQUAL HOUSING OPPORTUNITY

Buyer initials _____ _____ Seller initials DS MD _____ _____

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7. **Insurance on Seller's Property.** Seller shall procure and maintain throughout the Term a renter's insurance policy, and shall promptly provide Buyer evidence of such insurance upon Buyer's request. In addition to coverage for damage or loss to Seller's personal property in such amount as Seller may determine, the policy shall include adequate coverage for bodily injury and property damage for which Seller may be liable.

8. **Insurance on Buyer's Property.** As of Closing, Buyer shall keep the Property, together with any improvements and any personal property owned by Buyer on or in the Property, insured for the benefit of Buyer in such amount and to such extent as Buyer determines desirable.

9. **Seller's Indemnification.** Seller shall indemnify and hold Buyer harmless from and against any and all liability, fines, suits, claims, demands, actions, costs and expenses of any kind or nature whatsoever caused by, or arising out of, or in any manner connected with any injury or death to a person or persons arising out of Seller's use and/or occupancy of the Property during the Term, including intentional or negligent acts by Seller, Seller's family, invitees, and/or agents and employees of Seller.

10. **Subletting; Assignment.** Seller shall not sublet the Property or assign this Agreement.

11. **Association Dues and Charges.** Buyer shall pay the owner's association dues and other like charges, if any, during the Term.

12. **Pets.** Check one: ☐ pets are allowed on the Property ☒ no pets are allowed on the Property.

13. **Eviction.** In the event of Seller's breach of this Agreement, Seller may be evicted from the Property pursuant to a summary ejectment proceeding brought before the magistrate in the county where the Property is located, as provided in Chapter 42 of the North Carolina General Statutes.

14. **Costs of Legal Proceedings.** The losing party in any legal proceeding brought by Buyer or Seller against the other party for breach of any provision of this Agreement (including an action for summary ejectment) shall be liable for the costs and expenses of the prevailing party, including reasonable attorneys' fees (at all tribunal levels).

EXCEPT AS SPECIFICALLY MODIFIED HEREIN, ALL OF THE TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

IN THE EVENT OF A CONFLICT BETWEEN THIS AGREEMENT AND THE CONTRACT, THIS AGREEMENT SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

NC REALTORS® AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Buyer: (Name) _____ (Signature) _____ (Date) _____

Buyer: (Name) _____ (Signature) _____ (Date) _____

Entity Buyer: (Name of LLC, Corp., Trust, etc.) _____

By: (Name & Title) _____ (Signature) _____ (Date) _____

Seller: (Name) **BELLEROSE PARTNERS LLC** (Signature) _____ (Date) _____

Seller: (Name) _____ (Signature) _____ (Date) _____

Entity Seller: (Name of LLC, Corp., Trust, etc.) **BELLEROSE PARTNERS LLC**

By: (Name & Title) Michael DeFeo (Signature) DocuSigned by: Michael DeFeo 3E843310C96446F... (Date) 10/29/2026

STANDARD FORM 2A8-T
Revised 7/2025
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Buyer initials _____ _____ Seller initials DS MD _____ _____