

**BUYER AUTHORIZATION
TO MAKE REPAIRS AND IMPROVEMENTS
PRIOR TO CLOSING**

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1 **WHEREAS**, the undersigned parties have entered into a Contract for the Sale and Purchase of Real Property with and offer
2 date of _____, for the purchase and sale of real property and all the tract of land known as:
3 _____ Mississippi ("Property"); and **WHEREAS**, Buyer
4 desires to make certain improvements and/or repairs to the Property prior to purchasing the Property.

5 1. Provided Buyer has previously met all contingencies of the aforementioned Contract, including contingencies
6 contained in any amendments to said Contract, Seller authorizes Buyer and/or Buyer's representatives to enter the Property
7 for the purpose of making the following improvements and/or repairs at Buyer's sole expense *[attach separate page if*
8 *necessary]*:

9 _____
10 _____
11 _____
12 _____
13 _____
14 _____
15 _____
16 _____

17 Seller and Buyer agree that Seller shall have the right to review and approve plans for any proposed improvements. Prior to
18 making any improvements to the Property, Buyer shall submit to Seller plans for any proposed improvements in such a
19 form that Seller may ascertain therefore the nature, extent and quality of such improvements. Plans for proposed
20 improvements shall be submitted to Seller at least seven (7) days from the date of installation of any proposed
21 improvements, and Seller's consent shall be deemed to be given effective seven (7) days after receipt of such plans by Seller
22 unless Seller objects to said plans in writing prior to the expiration of said seven (7) day approval period. No improvements
23 shall be undertaken until approval without objection, whichever occurs first.

24 2. Buyer agrees to indemnify and hold harmless Seller, Listing Broker, Selling Broker and their salespersons from any
25 claim or loss, including reasonable attorneys fees, relating to personal injuries or property damage caused by or arising out
26 of the making of the improvements and/or repairs, including but not limited to, damages incurred due to the removal by
27 Seller of improvements or repairs not authorized pursuant to paragraph 1 hereof.

28 3. Buyer shall promptly pay prior to closing or at time of closing all third parties for labor, services and materials
29 performed or supplied in making said improvements and/or repairs. Buyer shall furnish Seller with proof that all said labor,
30 services and materials have been paid prior to Closing and shall indemnify and hold harmless Seller against and from any
31 and all liens which may be asserted or filed against the Property relating to the making of said improvements and/or repairs;
32 and Buyer further agrees to pay or reimburse to Seller all costs of legal actions, including reasonable attorney fees, incurred
33 as a result of any lien.



34 4. Notwithstanding any other provision of the Contract to the contrary, in the event that the sale is not consummated for any
35 reason other than Seller's breach of contract, failure or refusal to perform any of Seller's covenants herein, any
36 improvements and/or repairs made pursuant to this Buyer Authorization shall be the sole property of Seller, and Buyer
37 shall not be entitled to be reimbursed or compensated for making or having made any of said improvements and/or repairs
38 and waives any right to earnest money paid by Buyer.

39 5. In the event that the sale is not consummated because of Seller's breach of contract, failure or refusal to perform any of
40 Seller's covenants herein, Seller shall reimburse Buyer for any reasonable costs paid by Buyer in making or having made
41 any of the said duly approved improvements and/or repairs on or before the closing date of the aforementioned Contract.
42 Said reimbursement shall occur no later than the closing date set forth in "Closing Date" paragraph in the aforementioned
43 Contract.

44 It is agreed by the parties hereto that all of the other terms and conditions of the aforementioned Contract shall remain in
45 full force and effect other than as modified herein. Upon execution by all parties, this Amendment shall be attached to
46 and from a part of said Contract.

47	Agreed to this _____ day of _____, _____.	
48	_____	_____
49	Selling Broker's Signature	Buyer's Signature
50	By: _____	_____
51	Broker or Broker's Affiliated Salesperson's Signature	Print or Type Name
52	_____	_____
53	Print or Type Name	Buyer's Signature
54	_____	_____
55	Bus. Phone FAX#	Print or Type Name
56	_____	_____
57	Listing Broker's Signature	Seller's Signature
58	By: _____	_____
59	Broker or Broker's Affiliated Salesperson's Signature	Print or Type Name
60	_____	_____
61	Print or Type Name	Seller's Signature
62	_____	_____
63	Bus. Phone FAX#	Print or Type Name

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