

PRE-CLOSING OCCUPANCY AGREEMENT

1. This agreement is between _____, Buyer and _____ Seller, under Purchase Agreement dated _____, 20__ for the property known as _____
2. This occupancy agreement shall supplement and be part of the above mentioned Purchase Agreement of sale; all other terms of said Purchase Agreement will remain in full force and effect.
3. The parties agree that the Buyer shall pay a per diem occupancy fee of \$ _____ payable _____ and commencing on _____ and ending on the day of closing.
4. Buyer agrees to place the gas, electric and water service in Buyer's name immediately upon occupancy, and pay the bills for such utilities as they become due. Buyer to maintain property in good condition, including grounds care, if applicable.
5. Buyer acknowledges that they have inspected the above described property prior to the execution of this agreement and have found the property to be livable and agree to accept the property in its "as is" condition. Any exceptions must be noted as follows:

6. Buyer agrees to hold Seller harmless from any claims or actions which arise as a result of their acts, the acts of their agents/brokers/licensees, or anyone else entering the above property during their occupancy.
7. This is intended only to give Buyer the right of occupancy pending closing and is not intended to establish a Landlord or Tenant relationship.
8. It is specifically understood that should the premises be destroyed by fire or other occurrence during the time Buyer is in occupancy, the risk of loss to the Buyer's personal property shall be borne by Buyer. Buyer to obtain adequate liability and contents insurance upon occupancy. Seller to maintain adequate liability insurance and insurance covering any and all real or personal property through the term of this Agreement.
9. Buyer agrees to close the sale as soon as the necessary closing documents for closing the sale are available.
10. Should the sale not be consummated Buyer agrees to vacate the property immediately upon receipt of written notification by Seller.
11. In the event that Buyer fails to vacate upon written notification of Seller, then Buyer shall be responsible for any and all damages suffered by Seller including, but not limited to, attorneys' fees and court costs as well as damages to the property which occurred during Buyer's occupancy.

Date

Date

Seller

Buyer

Seller

Buyer

Witness

Witness