



THIS IS A LEGALLY BINDING CONTRACT



AGREEMENT TO THE PURCHASE AGREEMENT

Agreement to Occupy Prior to Closing

The Seller and Buyer named in the Purchase Agreement dated \_\_\_\_\_ for the sale of \_\_\_\_\_ agree to the following terms in addition to those stated in the Purchase Agreement.

1. Buyer agrees to take possession on \_\_\_\_\_ prior to closing on \_\_\_\_\_.
2. Buyer agrees to pay \$ \_\_\_\_\_ per day until closing to be paid. Two weeks to be paid at time of possession, remainder to be credited to seller at closing.
3. All utilities shall be transferred to Buyer's name at the time of possession, prior to closing.
4. Buyer must have a homeowner's insurance policy covering fire, casualty, general liability and property damage in place at the time of possession.
5. All inspections referred to in the Purchase Agreement dated \_\_\_\_\_, shall be completed prior to the Buyer taking possession of Property. All repairs, replacements or maintenance based on the findings of said inspections must be completed before Buyer takes possession. Buyer acknowledges that if the Inspections are not completed prior to the possession date that all property or fixtures, whether personal or real, shall be accepted as-is and are no longer the responsibility of the Seller as stated in the Purchase Agreement.
6. All maintenance and repairs from the time of the Buyers possession of the property will be the sole responsibility of Buyer and at Buyers expense. Buyer agrees to refrain from any alterations to the Property prior to closing without written approval from the Seller
7. This agreement is not intended to create a relationship of landlord and tenant and the right of Buyer to occupy the premises shall be on a day to day basis, subject to the terms hereof. In the event such right shall terminate, Buyer agrees to vacate the premises within three (3) days following written demand by Seller personally delivered or mailed to the premises. Buyer agrees to pay all costs of any legal action that may be instituted by Seller to enforce the terms hereof or for the eviction of the Buyer from the property including a reasonable attorney's fee.
8. Buyer forever releases and discharges Seller of all claims, suits or actions against Seller for injuries or damages to persons or property sustained by Buyer or any other person in or about the Property which may arise directly or indirectly by reason of existing or future condition to or about the Property, or by any reason of the operation or malfunction of any equipment in or about the Property.
9. If for any reason whatsoever the purchase is not consummated, earnest money to be non-refundable and given to seller.
10. Possession given upon the receipt, review and approval of the appraisal and written update from lender on loan status and any conditions remaining.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller