

**THIS IS A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.**

The REALTOR® negotiating this agreement is a member of the Nebraska REALTORS® Association  
And as such is governed by its Code of Ethics and Rules and Regulations.



**Amendment to Purchase Agreement  
Seller Holdover Possession Agreement "Rent Back"**

Amendment to the Purchase Agreement between Buyer(s) and Seller(s), dated \_\_\_\_\_, \_\_\_\_\_,  
about the purchase and sale of property at \_\_\_\_\_

Buyer and Seller agree as follows:

- 1. NATURE AND PURPOSE:** This Amendment gives the Seller the right to remain in and occupy the property after closing on the purchase of the property. This Amendment remains in effect after the closing.
- 2. POSSESSION DATE:** Seller agrees to deliver possession of the property to Buyer on or before \_\_\_\_\_, \_\_\_\_\_.
- 3. SECURITY AND DAMAGE DEPOSIT:** The following amount shall be withheld from Seller's proceeds at closing and held by Buyer as a security and damage deposit: \$ \_\_\_\_\_ [Such amount shall be no more than thirty times the daily amount set forth herein]. If Seller vacates the property on or before the possession date, within twenty one days of the possession date above, Buyer shall refund the deposit to Seller less an amount to repair any damage or restore any change in condition of the property from the condition the property was in at closing (including personal property and appliances sold with the real estate) together with an itemized statement of the deductions, if any. If the Seller holds over the possession date, Seller shall pay Buyer the balance of the deposit herein plus \$ \_\_\_\_\_ per day for each day held over.
- 4. "RENT BACK" FEE:** Seller shall pay Buyer \$ \_\_\_\_\_ at closing for the right to occupy the property beginning on the closing date and continuing through the above possession date. Such amount shall be a set off to the amount due Seller at closing. In the event Seller vacates the property prior to the above possession date, Seller is not entitled to any refund of the Rent Back Fee, unless otherwise agreed to in writing between Buyer and Seller.
- 5. UTILITIES:** Seller agrees to continue all utility services in Seller's name and to pay all bills for utility service during the period of Seller's possession, as they become due.
- 6. INSURANCE: Buyer and Seller shall consult with their respective insurance companies before closing.** Buyer shall purchase casualty insurance coverage on the property to be effective from the **Closing Date**. Seller shall maintain liability insurance for the property through the date that Seller vacates the property and Seller is responsible for Seller's personal property or any insurance desired thereof. Buyer and Seller shall provide insurance binders at closing.
- 7. MAINTENANCE:** Seller shall be responsible for all repairs and normal maintenance of the property while in possession. Seller shall keep the property in reasonable repair and order while in possession. Seller agrees to perform the following repairs and maintenance: \_\_\_\_\_
- 8. USE OF PROPERTY:** During the term of this Agreement, Seller shall occupy the property as Seller's personal residence and Seller shall not make any changes to the property. Seller shall not assign nor sublease the property under this Agreement.
- 9. HOLD HARMLESS:** Buyer is not responsible for liabilities, claims or expenses from Seller's use, possession and occupancy of the property.
- 10. SELLER'S WARRANTIES: Seller's warranties as to central air-conditioning, heating, plumbing, and wiring systems** used and located on the property shall be operative as of the **Closing Date**, as provided in the Purchase Agreement. Buyer has the right to inspect the property before the **Closing Date**. Buyer shall satisfy Buyer, at Buyer's expense, that central air-conditioning, heating, plumbing and wiring systems are in working order on the **Closing Date**.
- 11. QUIET ENJOYMENT:** Buyer promises that upon Seller's performance of Seller's obligation in this Agreement, Seller shall peacefully and quietly have, hold and enjoy the property according to this Agreement.

**12. TERMINATION:** This possession of the Seller is terminated upon the possession date set forth above. This is a notice of termination as of such date. If Buyer fails to vacate the premises on or before the possession date then in such event Buyer may give Seller three day notice to quit and have all of the remedies set forth in §76-1437(3) and the holdover shall be deemed wilful whereupon Buyer shall be entitled to attorney fees in an action for possession together with all other damages allowed by this agreement and period rent or damages from Seller for Buyer's loss of use in the daily amount set forth in paragraph 3. Seller shall leave the property in the same condition as it was at the time of closing.

**13. OTHER:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All other terms and conditions of the Purchase Agreement shall remain.

Seller shall pay on the date of closing all real estate taxes due and payable in all prior years including all penalties and interest.

Dated \_\_\_\_\_

Dated \_\_\_\_\_

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer