SELLER: ____________________________________________________________

BUYER: __________________________________________________________

PROPERTY: _________________________________________________________

EFFECTIVE DATE OF CONTRACT: ________________________________

DATE OF POSSESSION: ______________________________

1. This Amendment is for the purpose of providing occupancy for BUYER prior to Closing.

2. Prior to occupancy, BUYER will pay to SELLER a non-refundable payment in the amount of $_____________ for the right of possession of the Property, prior to Closing Date.

3. Upon possession, BUYER accepts Property in its present condition subject to SELLER having sufficient time to complete repairs, if any, as agreed to through Resolution of Unacceptable Conditions Amendment. BUYER acknowledges that early occupancy may not allow sufficient time for SELLER to complete repairs, in which case SELLER will complete repairs by Closing Date.

4. BUYER agrees to maintain the Property in the current condition. BUYER or SELLER may be required to use their Insurance coverage as agreed herein.

5. If Contract fails for any reason, BUYER will vacate Property upon receipt of written notice, leaving Property in its present condition, ordinary wear and tear excepted. BUYER will refrain from making any alterations to Property prior to Closing, unless otherwise agreed to in writing. Should BUYER and SELLER agree to extend Closing Date, BUYER will pay SELLER $_____________ per day until the BUYER vacates or closes on the sale of the Property.

6. BUYER will carry utilities in BUYER’S name from Possession to Closing or vacating, and pay final bills, if vacating.

7. Unless otherwise agreed to in writing by BUYER and SELLER, SELLER will put in place a Dwelling Fire Policy, which is not a Homeowners Policy, for the period between BUYER’S possession and completion of closing. BUYER understands that BUYER’S personal property and liability will not be covered by SELLER’S insurance. BUYER will provide liability insurance and is advised to insure BUYER’S personal property.

8. Additional Terms and Conditions: __________________________________________

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

SELLER: ___________________________ DATE: _______________  BUYER: ___________________________ DATE: _______________

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