



# OCCUPANCY AFTER CLOSING AMENDMENT

This Amendment will be limited to those circumstances in which the SELLER is retaining occupancy of the Property for a short duration of time after closing.

1 **SELLER:** \_\_\_\_\_

2 **BUYER:** \_\_\_\_\_

3 **PROPERTY:** \_\_\_\_\_

4 **EFFECTIVE DATE OF CONTRACT:** \_\_\_\_\_

5  
6 SELLER desires to remain in said Property beyond the Closing Date. The parties agree to the following:

7  
8 1. Upon execution of this amendment by the parties, BUYER hereby grants permission to SELLER to  
9 continue to occupy the Property until: \_\_\_\_\_ (date), \_\_\_\_\_ o'clock  
10 \_\_\_\_m. (5:00 p.m., if left blank).

11  
12 2. SELLER agrees to maintain the Property in the current condition. BUYER or SELLER may be  
13 required to use their Insurance coverage as agreed herein.

14  
15 3. SELLER agrees to pay BUYER compensation for the use of said Property the sum of  
16 \$\_\_\_\_\_ from the date of the close of escrow to and including the day the BUYER receives  
17 possession of the Property, payable on or before \_\_\_\_\_(Closing Date if left blank) at  
18 the following address:\_\_\_\_\_  
19 \_\_\_\_\_.

20  
21 4. SELLER agrees to pay BUYER a deposit of \$\_\_\_\_\_ on or before \_\_\_\_\_  
22 (Closing Date if left blank) which will be refunded to SELLER if SELLER complies with all terms and  
23 conditions of this Amendment.

24  
25 5. SELLER agrees to pay all utilities and services through delivery of possession to BUYER.

26  
27 6. SELLER agrees to maintain heating, sewer, plumbing and electrical systems and any built-in  
28 appliances and equipment in normal working order, to keep the roof watertight and to maintain the  
29 grounds.

30  
31 7. SELLER agrees to refrain from undertaking any alterations to the Property after Closing.

32  
33 8. SELLER agrees to abide by all governmental regulations with respect to the use or occupancy of the  
34 Property.

35  
36 9. SELLER agrees to admit BUYER or licensee assisting BUYER at reasonable times for the purpose of  
37 inspecting the Property.

38  
39 10. Commencing on this date, SELLER agrees to hold the BUYER and all licensees in this transaction  
40 harmless from any claims for damages or injury to SELLER or any other person, or to any property,  
41 occurring on the Property, or any part thereof.

42  
43 11. Unless otherwise agreed to in writing by BUYER and SELLER, BUYER will put in place a Dwelling  
44 Fire Policy, which is not a Homeowners Policy, for the duration of the SELLER'S occupancy of the  
45 Property. SELLER understands that SELLER'S personal property and liability will not be covered by  
46 BUYER'S insurance. SELLER will provide liability insurance and is advised to insure SELLER'S  
47 personal property.

\_\_\_\_\_  
SELLER | SELLER

Initials

Initials

\_\_\_\_\_  
BUYER | BUYER

48 12. In the event of default on the part of SELLER, this amendment will, at the option of BUYER, cease  
49 and BUYER will retain any payments made on this amendment. BUYER will have the right to enter  
50 the Property and take possession thereof without notice after the date noted above in paragraph 1.  
51 BUYER will notify SELLER, in writing, of such uncured defaults. BUYER will be entitled to exercise  
52 any other remedy available to BUYER by law or equity.  
53

54 13. Additional Terms and Conditions, if any: \_\_\_\_\_  
55 \_\_\_\_\_  
56 \_\_\_\_\_  
57 \_\_\_\_\_  
58

59  
60 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**  
61 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**  
62 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**  
63

64  
65 \_\_\_\_\_  
66 **SELLER** **DATE** **BUYER** **DATE**  
67 \_\_\_\_\_  
68 **SELLER** **DATE** **BUYER** **DATE**

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