



OCCUPANCY PRIOR TO CLOSING AMENDMENT

This Amendment will be limited to those circumstances in which the BUYER is taking early occupancy of the Property for a short duration of time prior to closing.

1 **SELLER:** _____

2 **BUYER:** _____

3 **PROPERTY:** _____

4 **EFFECTIVE DATE OF CONTRACT:** _____

5 **DATE OF POSSESSION:** _____

- 6
- 7 1. This Amendment is for the purpose of providing occupancy for BUYER prior to Closing.
- 8
- 9 2. Prior to occupancy, BUYER will pay to SELLER a non-refundable payment in the amount of \$_____
- 10 for the right of possession of the Property, prior to Closing Date.
- 11
- 12 3. Upon Possession, BUYER accepts Property in its present condition subject to SELLER having sufficient time to
- 13 complete repairs, if any, as agreed to through Resolution of Unacceptable Conditions Amendment. BUYER
- 14 acknowledges that early occupancy may not allow sufficient time for SELLER to complete repairs, in which case
- 15 SELLER will complete repairs by Closing Date.
- 16
- 17 4. BUYER agrees to maintain the Property in the current condition. BUYER or SELLER may be required to use
- 18 their Insurance coverage as agreed herein.
- 19
- 20 5. If Contract fails for any reason, BUYER will vacate Property upon receipt of written notice, leaving Property in its
- 21 present condition, ordinary wear and tear excepted. BUYER will refrain from making any alterations to Property
- 22 prior to Closing, unless otherwise agreed to in writing. Should BUYER and SELLER agree to extend Closing
- 23 Date, BUYER will pay SELLER \$_____ per day until the BUYER vacates or closes on the sale of the
- 24 Property.
- 25
- 26 6. BUYER will carry utilities in BUYER'S name from Possession to Closing or vacating, and pay final bills, if
- 27 vacating.
- 28
- 29 7. Unless otherwise agreed to in writing by BUYER and SELLER, SELLER will put in place a Dwelling Fire Policy,
- 30 which is not a Homeowners Policy, for the period between BUYER'S possession and completion of
- 31 closing. BUYER understands that BUYER'S personal property and liability will not be covered by SELLER'S
- 32 insurance. BUYER will provide liability insurance and is advised to insure BUYER'S personal property.
- 33
- 34 8. Additional Terms and Conditions, if any: _____
- 35 _____
- 36 _____
- 37

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.

43 **SELLER** _____ **DATE** _____ **BUYER** _____ **DATE** _____

44

45 _____

46 **SELLER** _____ **DATE** _____ **BUYER** _____ **DATE** _____

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