

PRE-CLOSING OCCUPANCY AGREEMENT

The parties agree that this Pre-Closing Occupancy Agreement is not a lease and that the occupancy fees are not rent, but rather a temporary right of use for consideration, to accommodate the Buyer.

SELLER: _____

BUYER: _____

In the event of inconsistencies between this Agreement and the Contract For Sale And Purchase of Real Property attached hereto, the provisions contained in this Agreement shall prevail and are intended to supersede anything in the Contract For Sale And Purchase Of Real Property inconsistent with this Agreement.

Occupancy shall be limited to: _____ adults _____ children _____ pets. Type of pet(s): _____

This Pre-Closing Occupancy Agreement shall be a part of the Contract For Sale and Purchase of Real Property with the Effective Date of _____ and closing date of _____.

Brief Legal Description and/or Address: _____

1. Buyer may occupy the Property, commencing on _____. Prior to occupancy, Buyer shall pay to Seller an occupancy fee of \$_____, which is (\$_____ per day). In addition, Buyer shall deposit with the escrow agent an occupancy deposit of \$_____. Any agreed extension of the occupancy shall be at the same per day rate.
2. Buyer has had the premises fully inspected to Buyer's complete satisfaction and agrees, upon occupancy, to accept the premises in "as is" condition. Buyer waives any and all of Buyer's remaining contingencies, including financing contingencies, and all remedial actions of the Seller, except as may be expressly preserved in this instrument.
3. During Buyer's occupancy, Buyer shall be responsible for all utilities and shall obtain a personal injury and liability insurance policy with minimum coverage limits of \$100,000 / \$300,000, as well as an insurance policy covering Buyer's personal property. It is specifically understood that should the real property being occupied by Buyer, or personal property included in the sale, be damaged by fire or other occurrence during the time that the Buyer is in possession, Buyer shall pay the Seller's insurance deductible and risk of loss of personal property shall be borne by the Buyer.
4. Buyer shall indemnify Seller for any liability incurred by Seller as a result of said pre-closing occupancy. This indemnification shall include Attorney's fees and court costs awarded to the prevailing party.
5. Buyer shall be responsible for maintaining the premises in the same condition as at time of occupancy, including but not limited to lawn, shrubbery, and pool, if any. It is agreed that no changes, improvements, or additions shall be made without the express written consent of the Seller. Buyer shall be responsible for any damage, other than ordinary wear and tear, done on or to the premises. Buyer shall not be responsible for damage caused by a force majeure.
6. All prorations shall be made as of the date of occupancy.
7. If the transaction evidenced by this Contract does not close by the closing date, through no fault of Seller, Seller may give Buyer _____ days (5 days if left blank) written notice to vacate the Property, deliver all keys, locks, alarms, codes, and any and all transmitters/remotes to Seller, and leave the Property in the same condition as of the date of occupancy. In the event Buyer fails to vacate as required in the vacancy notice, the occupancy fee shall become \$_____ per day. Buyer agrees that Seller shall be entitled to recover any unpaid occupancy fees, costs to clean or repair the premises necessitated by Buyer's occupancy, and costs of collection, including attorney's fees, from Buyer's occupancy deposit or from legal proceedings against Buyer if the occupancy deposit is not sufficient.
8. By executing this agreement, the parties agree that in the event the sales contract does not close, the escrow agent shall forthwith release to seller from Buyer's occupancy deposit, that portion of the occupancy deposit needed to compensate seller for any unpaid occupancy fees, costs to clean or repair the premises necessitated by Buyer's occupancy, and costs of collection, including attorney's fees. The escrow agent shall not be liable to either party for its good faith determination that the contract did not close and that the Buyer failed to vacate as required by Seller's notice. Presentation of paid receipts, dated after the date of this agreement, for cleaning and/or repairs shall be sufficient proof that seller incurred said expenses as a result of Buyer's occupancy.
9. Special Clauses:

10. The parties acknowledge that the Brokers involved with this transaction are not lawyers and have not provided legal advice regarding this document. This is legally binding document and the parties should seek legal advice.

_____ Buyer	_____ Date	_____ Seller	_____ Date
_____ Buyer	_____ Date	_____ Seller	_____ Date

This Form Has Been Approved By The South Broward Board of REALTORS®, Inc.