

SELLER'S EXTENDED OCCUPANCY AGREEMENT

This form approved by the North Dakota Association of REALTORS®, which disclaims any liability out of use or misuse of this form. This form is only for use by licensed REALTORS® in the State of North Dakota.

1 **DATE:** _____

2 This is an Agreement between:

3 Between **BUYER(s):** _____

4 and **SELLER(s):** _____

5 Street Address: _____

6 City: _____ State: _____ Zip Code: _____ County: _____

7 **NATURE AND PURPOSE:** This Agreement gives the Seller(s) permission to access and occupy the Property
8 after the closing of the PURCHASE AGREEMENT ("Closing").

9 **EXTENDED OCCUPANCY DATE:** The Buyer(s) agrees to allow the Seller(s) to remain in the Property
10 until _____ ☐ A.M. ☐ P.M. on _____, 20____.

11 **CONSIDERATION:** In consideration of Buyer(s) granting Seller(s) extended occupancy to the Property, the
12 Seller(s) shall pay \$_____ to Buyer(s) at the following terms: _____

13 _____
14 _____

15 Any rents and/or HOA/Condo fees shall be prorated between Seller(s) and Buyer(s) as of Extended Occupancy
16 Date.

17 **WALK-THROUGH/INSPECTION:** Buyer(s) has the right to walk through and inspect the Property prior to
18 the Closing and again after the Seller(s) has vacated the Property to establish that the Property is in
19 substantially the same condition as of the date of the PURCHASE AGREEMENT.

20 **USE OF PROPERTY:** Seller(s) shall occupy the property consistent with Seller's occupation prior to Closing.
21 After Closing, Seller(s) shall make no alterations to the existing buildings or improvements on the Property
22 nor make any other improvements to the Property during the term of this Agreement without first obtaining
23 the written consent of Buyer(s). Seller(s) to abide by all laws, governmental regulations, covenants, bylaws,
24 and agreements with respect to the use or occupancy of the Property.

25 **MAINTENANCE:** Seller(s) agrees to repair any damages caused by Seller(s) or their invitees between the
26 Closing through vacating on the Extended Occupancy Date in a timely and workmanlike manner and at the
27 Seller's expense. Buyer(s) understands that Buyer(s) is responsible for the structural components of the
28 Property, unless damaged by the Seller(s). Structural components include, but are not limited to, overall
29 exterior of the structure(s), the roof, drain tile and septic systems, and the HVAC, electrical and plumbing
30 systems.

31 **UTILITIES:** Seller(s) agrees to maintain all utility services in Seller's name effective up to the Extended
32 Occupancy Date and pay all bills in a timely manner for utility services during the period of Seller's possession.

33 **INSURANCE: Buyer(s) and Seller(s) shall consult with their respective insurance companies.**
34 Seller(s) shall maintain a renters and liability insurance policy that names the Buyer(s) and Mortgagee(s) as
35 additional insured until the Seller(s) vacates the property. The Seller(s) will be responsible for their own
36 personal property coverage. The Buyer(s) will carry a homeowners insurance policy as of closing. At Closing,
37 Seller(s) shall deliver to Buyer(s) an insurance binder in compliance with the provisions of this Agreement.

Buyer(s) Initials _____

Seller(s) Initials _____

OTHER:

[illegible]

Seller Signature _____ Date _____