

## BUYER'S MOVE-IN AGREEMENT

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1 **DATE:** \_\_\_\_\_

2 This is an Agreement between:

3 **BUYER(s):** \_\_\_\_\_

4 and **SELLER(s):** \_\_\_\_\_

5 Street Address: \_\_\_\_\_

6 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ County: \_\_\_\_\_

7 **NATURE AND PURPOSE:** This Agreement gives the Buyer(s) the right to enter and occupy the Property  
8 before closing on the purchase of the Property.

9 **OCCUPANCY DATE:** Seller(s) agrees to deliver occupancy of the Property to the Buyer(s) at

10 \_\_\_\_\_  A.M.  P.M. on \_\_\_\_\_.

11 **EARNEST MONEY:** When Buyer(s) signs this Agreement, Buyer(s) agrees earnest money of  
12 \$ \_\_\_\_\_ currently held with \_\_\_\_\_ is to be  
13  **Refundable**  **Nonrefundable** to the Buyer(s) if sale is not finalized. At closing, this amount shall be  
14 considered as part of the payment required under the PURCHASE AGREEMENT and shall be credited  
15 against the purchase price.

16 **MOVE-IN FEE:** Buyer(s) shall pay Seller(s) \$ \_\_\_\_\_ per day beginning on the Occupancy Date  
17 and continuing through the closing date or the date that Buyer(s) vacates the Property, whichever occurs first.  
18 Buyer(s) shall pay Seller(s) the Move-In Fee charges in full on Occupancy Date. If the PURCHASE  
19 AGREEMENT is not closed by the scheduled closing date, Buyer(s) shall pay additional Move-In Fee charges  
20 in advance to Seller(s) weekly. Seller(s) shall refund to Buyer(s) any unearned Move-In Fee charges at the  
21 closing.

22 **UTILITIES:** Buyer(s) agrees to place all utility services in Buyer's name effective on the Occupancy Date and  
23 to pay all bills in a timely manner for utility services during the period of Buyer's occupancy.

24 **INSURANCE: Buyer(s) and Seller(s) shall consult with their respective insurance companies.**  
25 Seller(s) shall purchase and maintain casualty insurance coverage on the Property to be effective through the  
26 closing date. Buyer(s) shall purchase and maintain liability insurance to be effective from the Occupancy Date  
27 and naming Seller(s) and Seller's mortgagee(s), if any, as additional insured. Before taking occupancy of the  
28 property according to the terms of this Agreement, Buyer(s) shall deliver to Seller(s) an insurance binder in  
29 compliance with the provisions of this Agreement. Buyer(s) shall assume responsibility for Buyer's personal  
30 property insurance.

31 **MAINTENANCE:** Buyer(s) shall be responsible for all repairs and maintenance of the Property and personal  
32 property covered by the PURCHASE AGREEMENT from and after the Occupancy Date. Buyer(s) shall  
33 maintain the Property and personal property in reasonable repair and order.

34 **WALK-THROUGH/INSPECTION:** Buyer(s) has the right to walk through and inspect the Property prior to  
35 the Occupancy Date to establish that the Property is in substantially the same condition as of the date of the  
36 PURCHASE AGREEMENT.

Buyer(s) Initials \_\_\_\_\_

Seller(s) Initials \_\_\_\_\_

37 **USE OF PROPERTY:** Buyer(s) shall occupy the Property exclusively as Buyer's personal residence during  
38 the term of this Agreement. Buyer(s) shall make no alterations to the existing buildings or improvements on  
39 the Property nor make any other improvements on the Property during the term of this Agreement without  
40 first obtaining the written consent of Seller(s). Buyer(s) shall neither assign Buyer's rights nor sublease the  
41 Property under this Agreement.

42 **HOLD HARMLESS:** Commencing on the Occupancy Date, Buyer(s) agrees to hold Seller(s), Broker(s) and  
43 Agent(s) in this transaction harmless from any claims of damages, loss or injury to the Buyer(s), their invitees,  
44 or to any property occurring on the premises.

45 **QUIET ENJOYMENT:** Seller(s) agrees that upon Buyer's performance of Buyer's obligation in this  
46 Agreement, Buyer(s) shall peacefully and quietly have, hold, and enjoy the Property according to this  
47 Agreement.

48 **TERMINATION:** If the PURCHASE AGREEMENT is cancelled or terminated, Buyer(s) shall leave the  
49 Property and give possession to Seller(s) within seven (7) days from the date of Seller's written notice to leave  
50 and this Agreement shall end. Notice is considered given on the date mailed to Buyer(s) at the above address.  
51 Buyer(s) shall leave the Property substantially in the same condition as prior to possession being delivered to  
52 Buyer(s). If Buyer(s) fails to leave the Property and give possession to Seller(s), Seller(s) is authorized to take  
53 any action permitted by law to recover possession of the Property. Buyer(s) shall pay Seller(s) for Seller's loss  
54 of use in the amount of \$\_\_\_\_\_ per day, beginning with the date Buyer(s) was to  
55 provide possession to Seller(s) and all reasonable costs which result from obtaining possession of the Property  
56 and enforcing the terms of the Agreement, including reasonable attorney's fees.

57 **OTHER:**  
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71 All other terms and conditions of the PURCHASE AGREEMENT shall remain the same.

72 \_\_\_\_\_  
73 Buyer Signature Date Seller Signature Date

74 \_\_\_\_\_  
75 Buyer Signature Date Seller Signature Date