

BUYER'S EARLY 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 **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