

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) permission to access and occupy the Property
8 before the closing of the PURCHASE AGREEMENT.

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

10 _____ A.M. P.M. on _____.

11 **CONSIDERATION:** In consideration of Seller(s) granting Buyer(s) access to occupy the Property, Buyer(s)
12 shall pay Seller(s) a "Move-In Fee" of \$_____ per day beginning on the Occupancy Date and
13 continuing through the closing date or the date that Buyer(s) vacates the Property, whichever occurs first.
14 Buyer(s) shall pay Seller(s) the Move-In Fee charges in full on Occupancy Date. If the PURCHASE
15 AGREEMENT is not closed by the scheduled closing date, Buyer(s) shall pay additional Move-In Fee charges
16 in advance to Seller(s) weekly. Seller(s) shall refund to Buyer(s) any unearned Move-In Fee charges at the
17 closing.

18 **EARNEST MONEY:** When Buyer(s) signs this Agreement, Buyer(s) agrees earnest money of
19 \$_____ currently held with _____ is to be

20 Refundable Nonrefundable to the Buyer(s) if sale is not finalized. At closing, this amount shall be
21 considered as part of the payment required under the PURCHASE AGREEMENT and shall be credited
22 against the purchase price.

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

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

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

35 **USE OF PROPERTY:** Buyer(s) shall occupy the Property exclusively as Buyer's personal residence during
36 the term of this Agreement. Buyer(s) shall make no alterations to the existing buildings or improvements on
37 the Property nor make any other improvements on the Property during the term of this Agreement without

Buyer(s) Initials _____

Seller(s) Initials _____

38 first obtaining the written consent of Seller(s). Buyer(s) shall neither assign Buyer's rights nor sublease the
39 Property under this Agreement.

40 **MAINTENANCE:** Buyer(s) shall maintain the Property and personal property in reasonable repair and
41 order. Buyer(s) shall be responsible for all repairs and damage to the Property caused by Buyer(s) or their
42 invitees and personal property covered by the PURCHASE AGREEMENT from and after the Occupancy Date.
43 Said repairs shall be made in a timely and workmanlike manner and at the Buyer's expense. Seller(s)
44 understands that Seller(s) is responsible for the structural components of the Property, unless damaged by
45 the Buyer(s). Structural components include, but are not limited to, overall exterior of the structure(s), the
46 roof, drain tile and septic systems, and the HVAC, electrical and plumbing systems.

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

50 **TERMINATION:** If the PURCHASE AGREEMENT is cancelled or terminated, Buyer(s) shall leave the
51 Property and give possession to Seller(s) within seven (7) days of the cancellation or termination of the
52 PURCHASE AGREEMENT, whichever is later. If Buyer(s) fails to remove all debris and all personal property,
53 then the Seller(s) shall have the right to remove and dispose of all such remaining property, and the Buyer(s)
54 shall be responsible to reimburse the Seller(s) for all expenses incurred in such removal and disposal. Buyer(s)
55 shall leave the Property substantially in the same condition as prior to possession being delivered to Buyer(s).
56 If Buyer(s) fails to leave the Property and give possession to Seller(s), Seller(s) is authorized to take any action
57 permitted by law to recover possession of the Property. Buyer(s) shall pay Seller(s) for Seller's loss of use in
58 the amount of \$_____ per day, beginning with the date Buyer(s) was to provide
59 possession to Seller(s) and all reasonable costs which result from obtaining possession of the Property and
60 enforcing the terms of the Agreement, including reasonable attorney's fees.

61 **ATTORNEYS FEES:** In any action or proceeding involving a dispute between the Buyer(s) and Seller(s)
62 arising out of this Agreement but excluding any action or proceeding by Seller(s) for unlawful detainer, the
63 prevailing party shall be entitled to reasonable attorney fees.

64 **HOLD HARMLESS:** Commencing on the date of the final signature below, Buyer(s) and Seller(s) agree to
65 hold the Broker(s) and Agent(s) harmless from any claims of damages, loss or injury to either Buyer(s) or
66 Seller(s), their invitees, or any property occurring on the premises. Buyer(s) shall hold Seller(s) harmless from
67 any claims of damages, loss or injury to the Buyer(s), their invitees, or to any property occurring on the
68 premises.

69 **OTHER:**

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76 All other terms and conditions of the PURCHASE AGREEMENT shall remain the same.

77 _____
78 Buyer Signature Date Seller Signature Date

79 _____
80 Buyer Signature Date Seller Signature Date