

AGREEMENT TO OCCUPY BEFORE ACT OF SALE

The undersigned Seller and Purchaser, having heretofore executed a Purchase Agreement relating to the real property known as _____, and Purchaser desiring to take possession of said premises before closing, the parties agree as follows:

1. Upon execution of this agreement by the parties, Seller hereby grants permission to Purchaser to take possession of said premises on the date hereof.
2. In consideration of this, Purchaser agrees:
 - a. To pay all utilities and services from date of possession.
 - b. To maintain heating, air-conditioning, sewer, plumbing and electrical systems and any built-in appliances and equipment in normal working order, to keep the roof watertight and maintain the grounds, from date of possession.
 - c. To refrain from undertaking any alterations prior to the time of closing except as may be agreed to in writing by the Seller .
 - d. To abide by all laws and governmental regulations with respect to use or occupancy of the premises.
 - e. Purchaser agrees to pay \$_____ per day from date of possession through date of closing. This amount is to be paid in full to Seller on closing.
3. In consideration of this, Seller agrees to maintain homeowners insurance on the premises during the time of Purchaser's possession.
4. This agreement is intended only to give the Purchaser the right of possession and is not intended to establish a landlord/tenant relationship.

SELLER AND PURCHASER HEREBY DECLARED THAT THEY HAVE READ AND AGREE ON THE TERMS OF THIS AGREEMENT.

Effective Date:_____

