

PRE-CLOSING OCCUPANCY AGREEMENT
(Purchaser to Occupy Prior to Closing)

The undersigned, _____ (“Seller”) and _____ (“Purchaser”), having heretofore executed a Contract for Purchase and Sale of Real Estate dated _____, as to the following property:

_____, Town of _____, County of _____ and State of New York
Tax map no. _____

and Purchaser, desiring to enter into possession of said property prior to obtaining title hereto, 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 property as of _____.

2. In consideration of Seller’s permission to Purchaser to take possession of said property, Purchaser agrees:

A. To accept said property in “as is” condition as of the date of his occupancy and the Seller is under no obligation to make repairs or replacements.

B. To pay a security deposit of \$_____ (_____ dollars) to the Seller upon the signing of this Agreement. The total amount of \$_____ will be credited to Purchaser at closing. If closing does not occur after Purchaser’s occupancy of subject property, the deposit shall be retained by Seller as liquidated damages.

C. To pay Seller as compensation for the use of said premises, \$_____ (_____ dollars) per month. One month’s rent in the amount of \$_____ (_____ dollars) is due in advance on the signing of this Agreement and any excess is to be pro-rated as of the date of the closing.

D. To place the gas and electric service in his name immediately upon occupancy, and pay the bills for such utilities as they become due.

E. To maintain heating, sewer, plumbing and electric systems, and appliances and equipment, in normal working order, to keep the roof watertight and to maintain the grounds, commencing upon the date occupancy is delivered.

F. To refrain from undertaking any alterations until closing of the sale transaction.

G. To abide by all laws and governmental regulations with respect to the use of the occupancy of the subject property.

H. To admit Seller or his authorized agent, at reasonable times, to inspect said property until the closing of the sale transaction.

I. Commencing upon this date, Purchaser agrees to hold Seller harmless from any claims for damages or injury to Purchaser, or any other person, or to any property, occurring on the said property, or any part thereof.

3. Seller shall continue to maintain his policy of fire and extended coverage on said property until the same shall be conveyed to Purchaser. However, it is specifically understood that should any part or all of said property be destroyed by fire or other occurrence during the time that the Purchaser is in possession, the risk or loss of personal property shall be borne by the Purchaser.

4. Should the sale not be consummated on or by the closing date set forth in the above Contract for Purchase and Sale of Real Estate, the Purchaser agrees to vacate the subject property within ___ days of receipt of notification from the Seller.

5. In the event that closing is not concluded as provided in the above Contract for Purchase and Sale of Real Estate, Purchaser shall be responsible for damage, other than ordinary wear and tear, done on or to said property.

Date: _____

Seller

Date: _____

Seller

Date: _____

Purchaser

Date: _____

Purchaser