Florida Real Estate Investment Group

Florida Real Estate Investment Group

AGREEMENT TO OCCUPY PRIOR TO CLOSING:

Addendum _____ to Purchase and Sale Agreement

Property Address _____ Date _____

The undersigned Sellers grant permission for the undersigned Buyers to occupy property on a day to day basis prior to closing subject to the terms herein. On date of occupancy, Buyers accept home in "AS IS" condition and all maintenance and repairs become Buyers responsibility.

This Purchase and Sale Agreement will be terminated prior to occupancy if all contingencies have not been removed within _____ days of date of acceptance, including but not limited to the following:

(1) Condition of the property as disclosed to Buyers by Inspectors, including Florida Certified Pest Control Firms. Any repairs for which Seller agrees to accept responsibility will be completed prior to occupancy.
(2) Financing, regardless of source of income or funds.
(3) Title. Sellers will deliver to Buyers or their attorney proof of marketable title or title insurance commitments(s) as required by paragraph 7 of basic agreement.
(4) Survey. Sellers will deliver to Buyers or their attorney survey as required by paragraph 8 of basic agreement.

The Buyers agree during occupancy to:

(1) Pay Sellers monthly compensation of _____ for use of property from date of occupancy until and including date of closing. _____ amount of this compensation will be applied to the Buyers down payment at closing. Buyers monthly payment is due on the date of occupancy and each monthly anniversary of that date, and is delinquent five days later, and then becomes subject to a _____% late charge.
(2) Pay all charges for utilities, water and sewage when due.
(3) Maintain heating, sewer, plumbing, electrical, air conditioning systems and built-in appliances and equipment in proper working order.
(4) Not make any alterations or renovations of the property without prior written consent of Seller.
(5) Be responsible for wood destroying organism services required.
(6) Not permit any unlawful, improper or offensive use of the property.
(7) Not assign the right of occupancy of the property without prior written consent of the Sellers.
(8) Let the Sellers inspect the property at reasonable times.
(9) Assume the risk of any loss of personal property.
(10) Forfeit _____ binder deposits if Buyers fail to pay the balance of purchase price and close or fail to comply with the provision of the agreement. The binder deposit will be distributed pursuant to the provisions of the listing Agreement as full settlement of any claims, including occupants' damage to the property
(11) Hold the Sellers harmless from any claims or actions which arise as a result of their acts, the acts of their agents, or anyone else entering the property.

This agreement is not entered to create Landlord and Tenant relationship and the right of Buyers to occupy the property on a day-to-day basis is subject to the terms herein. Should the Buyers fail to comply with these terms, such right will terminate and the Buyers agree to vacate the property within three days following written demand by sellers, personally delivered or mailed to the premises. Buyers agree to pay legal costs necessary to enforce this agreement.

_____	_____	_____
WITNESS	**DATE**	**BUYER**
_____	_____	_____
WITNESS	**DATE**	**BUYER**
_____	_____	_____
WITNESS	**DATE**	**SELLER**
_____	_____	_____
WITNESS	**DATE**	**SELLER**