



BUYER'S AGREEMENT TO OCCUPY PRIOR TO CLOSING

This Form is intended for an occupancy of 7 days or less. For a longer occupancy, Parties are advised to seek legal counsel prior to using this agreement.

THIS AGREEMENT IS INTENDED ONLY TO GIVE THE BUYER THE RIGHT TO POSSESSION PENDING CLOSING AND IS NOT INTENDED TO ESTABLISH A LANDLORD AND TENANT RELATIONSHIP.

It is specifically understood that should the premises be destroyed by fire or other occurrence during the time that Buyer is in possession, the risk of loss of personal property or bodily injury including death shall be borne by the Buyer.

In reference to the Agreement to Buy and Sell Real Estate between:

_____, the Buyer(s) (hereinafter called called "BUYER"), and _____, the Seller(s) (hereinafter called "SELLER"), dated _____, covering the real property known as: Lot _____ Block _____ Section _____ Subdivision _____ Address _____ Tax Map # _____ City _____ Zip _____ County of _____, State of South Carolina.

WITNESSETH:

- The agreement shall be a supplement to and a part of the above mentioned Agreement to Buy and Sell Real Estate, which said agreement will otherwise remain in full force and effect.
- The date of occupancy by the Buyer shall be _____ (date) at _____ : AM. PM.
- The Buyer agrees that the occupancy fee of \$ _____ which shall be paid in advance and paid to the date of closing. Said occupancy fee shall be made payable to _____. Unused prepaid occupancy fee is to be credited to Buyer at closing. **Buyer will only receive keys and be given permission to occupy after occupancy fee has been paid. Time is of the essence.**
- If, at fault of Buyer, the sale is not closed by agreed upon closing date as stated in the Agreement to Buy and Sell Real Estate or by _____, the **occupancy fee** will be \$ _____ per diem, commencing on _____. The acceptance of this **occupancy fee** shall not be deemed a waiver of any other rights accruing to the Seller under this or any other agreement, contract, or law.
- Parties agree that Utilities and services will be placed in the name of the Buyer Seller at the date of occupancy through the duration of this agreement. If Utilities and services are to be in Buyer's name proof of transfer is required prior to Occupancy**
- Should the sale not be consummated on or by the closing date set forth in Section #5 of this Agreement **or by 6 PM on _____ (date), whichever is earlier**, the Buyer agrees to vacate the property **by 6 PM** within _____ days from receipt of the notification by the Seller. In this event, the Buyer agrees to promptly pay all third parties for work, labor, and materials incurred or supplied for improvements to the property made or contracted for by the Buyer or during their occupancy and all such improvements shall become the property of the Seller. Buyer shall be responsible for any damage, other than ordinary wear and depreciation, done on or to the premises.
- Buyer agrees to refrain from undertaking any alterations to improvements and/or land without prior written consent of Seller, until closing the transaction.
- It shall be Buyer's responsibility to inspect property as per contract **BEFORE** possession. Buyer agrees by accepting possession that Buyer is accepting property in its present condition as being satisfactory per terms of this agreement and of the Agreement to Buy and Sell Real Estate. Any exceptions revealed by inspections and not completed by possession

date will be noted in writing and agreed to by Buyer and Seller **BEFORE** possession.

9. It will be the Buyer's responsibility to obtain insurance covering Buyer's contents and liability for personal injury to other people until date of closing. Seller shall continue to maintain a policy of fire and extended coverage on the property until the same shall be conveyed to Buyer. **(Seller should consult insurance agent regarding proper insurance coverage.)**

10. Buyer further agrees:

- (a) To maintain heating, sewer, plumbing, electrical system, and any built-in appliances and equipment in normal working order, to keep the roof watertight, and to maintain the grounds, commencing upon the date of occupancy is delivered.
- (b) To abide by all laws and governmental regulations with respect to the use or occupancy of the premises.
- (c) To admit Seller or Seller's authorized agent at reasonable times for the purpose of inspecting the premises until closing.
- (d) If any contingency of the above referenced Agreement to Buy and Sell Real Estate cannot be satisfied through the fault of the Buyer, any monies spent by the Buyer for improvements to the property will inure to the Seller.

11. The Buyer agrees to hold the Seller and Seller's agent harmless from any claims or actions for damages or injuries which arise as a result of Seller's acts, the acts of their agents, or anyone else entering the above property during their occupancy.

12. Should any action be instituted by the Seller to recover any **occupancy fee** or damages based on the provisions of this Agreement, the Buyer agrees to pay all of the Seller's legal expenses not to exceed an amount which would normally be allowed for said expenses.

13. Sex Offender/Criminal Information: Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, psychological stigma, clandestine laboratory, and crime information from sources (e.g. law enforcement, P.I., web). The Buyer may obtain information about the Sex Offender Registry and persons registered with the Registry by contacting the local county Sheriff or other appropriate law enforcement officials.

14. OTHER: _____

IN WITNESS WHEREOF, this agreement has been duly executed by the parties.

BUYER: _____ Date _____ Time _____

WITNESS: _____ Date _____ Time _____

BUYER: _____ Date _____ Time _____

WITNESS: _____ Date _____ Time _____

SELLER: _____ Date _____ Time _____

WITNESS: _____ Date _____ Time _____

SELLER: _____ Date _____ Time _____

WITNESS: _____ Date _____ Time _____

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