



## Pre-Occupancy Agreement - Page 2

3. Buyer shall inspect the Subject Property prior to taking occupancy thereof, which inspection shall be deemed to be the inspection provided for in the Contract for Sale and Purchase. Any necessary repairs disclosed by Buyer as a result of said inspection shall be made by Seller, or otherwise adjusted as agreed upon prior to the closing, all as provided for in said Contract for Sale and Purchase.

4. Buyer shall be fully responsible for all repairs and damages to the Subject Property as of the date of occupancy of the Subject Property by Buyer, with the exception of such items as are disclosed by Buyer as the result of the inspections described herein. All risk of loss with respect to the Subject Property shall be the risk of the Buyer.

5. Buyer has inspected the Subject Property, as of this date, and found same to be in satisfactory condition, except for the following:

6. Buyer shall obtain insurance coverage for all the personal property and possessions to be placed in and upon the Subject Property, and shall provide Seller with a copy of said insurance policy. Any expense in connection with this insurance shall be paid for by the Buyer.

7. All items to be prorated for taxes and insurance, and as set forth in the Contract for Sale and Purchase, shall be prorated as of the date of occupancy hereunder, anything in the Contract for Sale and Purchase to the contrary notwithstanding.

8. In the event that title does not close on \_\_\_\_\_, any moneys paid in accordance with this Agreement, and any improvements upon the Subject Property, shall belong to the Seller as liquidated damages.

9. Buyer agrees that in the event title does not close as contemplated, due to no fault of the Seller, Buyer shall vacate the Subject Property within forty-eight (48) hours after said contemplated closing date, and Seller shall have the right to enter the Subject Property and remove all persons and property therefrom, with no cost or liability therefor to Seller in the event the Buyer has not vacated the Subject Property within said forty-eight (48) hour period. In addition, Buyer agrees to pay all costs, including attorneys' fees, up to and including trial and appellate levels, in connection with any action commenced by Seller to enforce the terms of this Agreement.

10. Buyer agrees to hold Seller harmless from any claims or actions which arise as a result of their acts, the acts of their agents, or anyone else entering the said Subject Property during Buyer's occupancy.

11. Buyer agrees to place the gas, electric and water service in Buyer's name immediately upon occupancy, and pay the bills for such utilities as they become due.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

WITNESSES:

\_\_\_\_\_  
**Printed Name:** \_\_\_\_\_ (Seal)  
**Witness** \_\_\_\_\_

\_\_\_\_\_  
**Printed Name:** \_\_\_\_\_ (Seal)  
**Witness** \_\_\_\_\_

\_\_\_\_\_  
**Printed Name:** \_\_\_\_\_ (Seal)  
**Witness** \_\_\_\_\_

\_\_\_\_\_  
**Printed Name:** \_\_\_\_\_ (Seal)  
**Witness** \_\_\_\_\_