



# BUYER'S AGREEMENT TO OCCUPY PRIOR TO CLOSING

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:

- 1. 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.
2. The Buyer hereby deposits with the Seller's agent the sum of \$\_\_\_\_\_ which is in addition to the earnest money previously deposited by the former on the signing of said Agreement to Buy and Sell Real Estate. Should the Buyer default under said Agreement to Buy and Sell Real Estate, then all said monies deposited may be retained by the Seller for damages including but not limited to damages caused by pets, etc.
3. The date of occupancy by the Buyer shall be \_\_\_\_\_.
4. The Buyer agrees that the per diem occupancy fee of \$\_\_\_\_\_ shall be paid in advance, due by the first of each month and paid to the date of closing. Said occupancy fee shall be made payable to \_\_\_\_\_. Unused prepaid rent is to be credited to Buyer at closing. If Buyer fails to pay the occupancy fee by the fifth of the month, the Buyer shall vacate the premises immediately, no other notice shall be given. Time is of the essence.
5. 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 rent will be \$\_\_\_\_\_ per diem, commencing on \_\_\_\_\_. The acceptance of this rent shall not be deemed a waiver of any other rights accruing to the Seller under this or any other agreement, contract, or law.
6. Buyer agrees to have all utilities and services in their name except \_\_\_\_\_. Those services and utilities not in Buyer's name are to be prorated from date of occupancy.
7. Should the sale not be consummated on or by the closing date set forth in Section #5 of this Agreement, the Buyer agrees to vacate the property 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.
8. Buyer agrees to refrain from undertaking any alterations to improvements and/or land without prior written consent of Seller, until closing the transaction.
9. 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.

[ ] BUYER [ ] BUYER AND [ ] SELLER [ ] SELLER HAVE READ THIS PAGE

Phone: Fax:

10. 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.)**

11. 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.

12. 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.

13. Should any action be instituted by the Seller to recover any rent 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.

14. **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.**

15. 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.

16. 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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