

OCCUPANCY PRIOR TO CLOSING ADDENDUM/AMENDMENT

This Agreement will be limited to those circumstances in which the BUYER is taking early occupancy of the Property for a short duration of time prior to closing.

1 **SELLER:** _____

2 **BUYER:** _____

3 **PROPERTY:** _____

4 **DATE OF POSSESSION:** _____

- 5
- 6 1. This Agreement is for the purpose of providing occupancy for BUYER prior to Closing.
- 7
- 8 2. Prior to occupancy, BUYER will pay to SELLER a non-refundable payment in the amount of \$ _____
- 9 for the right of possession of the Property, prior to Closing Date.
- 10
- 11 3. Upon Possession, BUYER accepts Property in its present condition subject to SELLER having sufficient time to
- 12 complete repairs, if any, as agreed to through Resolution of Unacceptable Conditions Amendment. BUYER
- 13 acknowledges that early occupancy may not allow sufficient time for SELLER to complete repairs, in which case
- 14 SELLER will complete repairs by Closing Date.
- 15
- 16 4. BUYER agrees to maintain the Property in the current condition. BUYER or SELLER may be required to use
- 17 their Insurance coverage as agreed herein.
- 18
- 19 5. If Contract fails for any reason, BUYER will vacate Property upon receipt of written notice, leaving Property in its
- 20 present condition, ordinary wear and tear excepted. BUYER will refrain from making any alterations to Property
- 21 prior to Closing, unless otherwise agreed to in writing. Should BUYER and SELLER agree to extend Closing
- 22 Date, BUYER will pay SELLER \$ _____ per day until the BUYER vacates or closes on the sale of the
- 23 Property.
- 24
- 25 6. BUYER will carry utilities in BUYER'S name from Possession to Closing or vacating, and pay final bills, if
- 26 vacating.
- 27
- 28 7. Unless otherwise agreed to in writing by BUYER and SELLER, SELLER will put in place a Dwelling Fire Policy,
- 29 which is not a Homeowners Policy, for the period between BUYER'S possession and completion of
- 30 closing. BUYER understands that BUYER'S personal property and liability will not be covered by SELLER'S
- 31 insurance. BUYER will provide liability insurance and is advised to insure BUYER'S personal property.
- 32
- 33 8. Additional Terms and Conditions, if any: _____
- 34 _____
- 35 _____
- 36

37 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS**
 38 **DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
 39 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**
 40

41 _____
 42 **SELLER** **DATE** **BUYER** **DATE**

43 _____
 44 _____
 45 **SELLER** **DATE** **BUYER** **DATE**

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Form, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised September 2024. All previous versions of this document may no longer be valid. Copyright January 2026.