

# SELLER'S LATE ACCESS AGREEMENT

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1 **DATE:** \_\_\_\_\_

2 This is an Agreement between:

3 **BUYER(s):** \_\_\_\_\_

4 and **SELLER(s):** \_\_\_\_\_

5 Street Address: \_\_\_\_\_

6 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ County: \_\_\_\_\_

7 **POSSESSION DATE:** The Buyer(s) agrees to allow the Seller(s) to remain in the Property until

8 \_\_\_\_\_ ☐ A.M. ☐ P.M. on \_\_\_\_\_, 20\_\_\_\_.

9 **OBLIGATIONS:** In consideration of the Buyer's permission to the Seller(s) to have access to the Property  
10 after the closing of the PURCHASE AGREEMENT ("Closing"), the Buyer(s) and Seller(s) agree to the  
11 following:

- 12 A. To allow Buyer(s) into the Property prior to Closing to perform a "final walk-through" of the Property  
13 AND then again after the Seller(s) has vacated the Property on Possession Date to ensure the Property  
14 is in the same or better condition as when the Buyer(s) first made an offer on the Property.
- 15 B. Buyer(s) understands that they are responsible for the structural components of the Property, unless  
16 damaged by the Seller(s). Structural components include, but are not limited to, overall exterior of the  
17 structure(s), the roof, drain tile and septic systems, and the HVAC, electrical and plumbing systems.
- 18 C. Seller(s) agrees to repair any damages caused by Seller(s) or their invitees between the Closing to the  
19 Possession Date in a timely and workmanlike manner and at the Seller's expense.
- 20 D. Seller(s) to keep all utilities in Seller's name until Possession Date.
- 21 E. Seller(s) to keep their own property and liability insurance on the Property and personal property until  
22 Possession Date. Buyer(s) agrees to fully insure the Property as of Closing, regardless of being required  
23 by a Lender or not.
- 24 F. Seller(s) shall make no alterations to the Property without prior written approval from the Buyer(s),  
25 after the Closing.
- 26 G. Seller(s) to abide by all laws, governmental regulations, covenants, bylaws, and agreements with  
27 respect to the use or occupancy of the Property.
- 28 H. In consideration of Buyer(s) granting Seller(s) late access to the Property, the Seller(s) shall pay  
29 \$\_\_\_\_\_ to Buyer(s) at the following terms: \_\_\_\_\_
- 30 I. Any rents and/or HOA/Condo fees shall be prorated between Seller(s) and Buyer(s) as of Possession  
31 Date.
- 32 J. In the event the Seller(s) has not vacated the Property by the Possession Date, the Buyer(s) is  
33 authorized to have the Seller's possessions removed at Seller's expense to a public storage facility  
34 without any reservations.

35 **TERMINATION:** Seller(s) shall leave the Property in the same condition as it was when Buyer(s) final walk-  
36 through was completed. If Seller(s) does not vacate the Property by the end of this Agreement and give  
37 possession to Buyer(s), Buyer(s) is authorized to take any action permitted by law to recover possession of the  
38 Property. Seller(s) shall pay Buyer(s) for Buyer's loss of use in the amount of \$\_\_\_\_\_ per day, beginning with the date Seller(s) was to have given possession to Buyer(s), and all reasonable costs  
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40 which result from obtaining possession of the Property and enforcing the terms of the Agreement, including  
41 reasonable attorney's fees.

42 **ATTORNEYS FEES:** In any action or proceeding involving a dispute between the Buyer(s) and Seller(s)  
43 arising out of this Agreement, or for unlawful detainer, the prevailing party shall be entitled to reasonable  
44 attorney fees.

45 **HOLD HARMLESS:** Commencing on the date of final signature below, Seller(s) and Buyer(s) agree to hold  
46 the Broker(s) and Agent(s) harmless from any claims of damages, loss or injury to either Buyer(s) or Seller(s),  
47 their invitees, or any property occurring on the premises. Seller(s) shall hold Buyer(s) harmless in this  
48 transaction from any claims of damages, loss or injury to the Seller(s), their invitees, or any property occurring  
49 on the premises.

50 **OTHER:**  
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63	_____	_____	_____	_____
64	Buyer Signature	Date	Seller Signature	Date
65	_____	_____	_____	_____
66	Buyer Signature	Date	Seller Signature	Date