



SELLER'S EXTENDED OCCUPANCY AGREEMENT

This form approved by the North Dakota Association of REALTORS®, which disclaims any liability out of use or misuse of this form. This form is only for use by licensed REALTORS® in the State of North Dakota.

	DATE:					
	This is an Agreement between:					
	BUYER(s):					
	and SELLER(s):					
	Street Address:					
	City: State: Zip Code: County:					
NATURE AND PURPOSE: This Agreement gives the Seller(s) permission to access and occupy the Property after the closing of the PURCHASE AGREEMENT.						
EXTENDED OCCUPANCY DATE: The Buyer(s) agrees to allow the Seller(s) to occupy the Property until						
	CONSIDERATION: In consideration of Buyer(s) granting Seller(s) extended occupancy to the Property, the Seller(s) shall pay \$ to Buyer(s) at the following terms:					
	Any rents and/or HOA/Condo fees shall be prorated between Seller(s) and Buyer(s) as of Extended Occupancy Date.					
INSURANCE: Buyer(s) and Seller(s) shall consult with their respective insurance companies. Seller(s) shall maintain a renters and liability insurance policy that names the Buyer(s) and Mortgagee(s) as additional insured until the Seller(s) vacates the property. The Seller(s) will be responsible for their own personal property coverage. The Buyer(s) will carry a homeowners insurance policy as of closing. At Closing, Seller(s) shall deliver to Buyer(s) an insurance binder in compliance with the provisions of this Agreement.						
WALK-THROUGH/INSPECTION: Buyer(s) has the right to walk through and inspect the Property prior to the Closing and again after the Seller(s) has vacated the Property to establish that the Property is in substantially the same condition as of the date of the PURCHASE AGREEMENT.						
UTILITIES: Seller(s) agrees to maintain all utility services in Seller's name effective up to the Extended Occupancy Date and pay all bills in a timely manner for utility services during the period of Seller's possession.						
USE OF PROPERTY: Seller(s) shall occupy the property consistent with Seller's occupation prior to Closing. After Closing, Seller(s) shall make no alterations to the existing buildings or improvements on the Property nor make any other improvements to the Property during the term of this Agreement without first obtaining the written consent of Buyer(s). Seller(s) to abide by all laws, governmental regulations, covenants, bylaws, and agreements with respect to the use or occupancy of the Property.						
	MAINTENANCE: Seller(s) shall maintain the Property and personal property in reasonable repair and order. Seller(s) shall be responsible for all repairs and damage to the Property caused by Seller(s) or invitees and their personal property between the Closing through vacating on the Extended Occupancy Date. Said repairs shall be made in a timely and workmanlike manner and at the Seller's expense. Buyer(s) understands that Buyer(s) is responsible for the structural components of the Property, unless damaged by the Seller(s). Structural components include, but are not limited to, overall exterior of the structure(s), the roof, drain tile and septic systems, and the HVAC, electrical and plumbing systems.					
	Buyer(s) Initials Seller(s) Initials					





39 40 41	QUIET ENJOYMENT: Buyer(s) agrees that upon Seller's performance of Seller's obligation in this Agreement, Seller(s) shall peacefully and quietly have, hold, and enjoy the Property according to this Agreement.					
42 43 44 45 46 47 48 49 50	TERMINATION : Seller(s) shall leave the Property in the same condition as it was at time of Buyer's final walk-through prior to closing. If Seller(s) does not vacate the Property by the end of Extended Occupancy Date and give possession to Buyer(s), Buyer(s) is authorized to take any action permitted by law to recover possession of the Property. If Seller(s) fails to remove all debris and all personal property, then the Buyer(s) shall have the right to remove and dispose of all such remaining property, and the Seller(s) shall be responsible to reimburse the Buyer(s) for all expenses incurred in such removal and disposal. Seller(s) shall pay Buyer(s) an additional amount of \$ per day, beginning with the date Seller(s) was to have given possession to Buyer(s), and all reasonable costs which result from obtaining possession of the Property and enforcing the terms of the Agreement, including reasonable attorney's fees.					
51 52 53	ATTORNEYS FEES: In any action or proceeding involving a dispute between the Buyer(s) and Seller(s) arising out of this Agreement but excluding any action or proceeding by Buyer(s) for unlawful detainer, the prevailing party shall be entitled to reasonable attorney fees.					
54 55 56 57 58	HOLD HARMLESS: Commencing on the date of final signature below, Seller(s) and Buyer(s) agree to hold the Broker(s) and Agent(s) harmless from any claims of damages, loss or injury to either Buyer(s) or Seller(s), their invitees, or any property occurring on the premises. Seller(s) shall hold Buyer(s) harmless in this transaction from any claims of damages, loss or injury to the Seller(s), their invitees, or any property occurring on the premise.					
59	OTHER:					
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71	All other terms and condition	ns of the PURCHASE	AGREEMENT shall remain the	e same.		
72 73	Buyer Signature	Date	Seller Signature	Date		
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$74 \\ 75$	Buyer Signature	Date	Seller Signature	Date		