

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.

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 **NATURE AND PURPOSE:** This Agreement gives the Seller(s) permission to access and occupy the Property
8 after the closing of the PURCHASE AGREEMENT.

9 **EXTENDED OCCUPANCY DATE:** The Buyer(s) agrees to allow the Seller(s) to occupy the Property until
10 _____ ☐ A.M. ☐ P.M. on _____, 20____.

11 **CONSIDERATION:** In consideration of Buyer(s) granting Seller(s) extended occupancy to the Property, the
12 Seller(s) shall pay \$_____ to Buyer(s) at the following terms: _____
13 _____
14 _____

15 Any rents and/or HOA/Condo fees shall be prorated between Seller(s) and Buyer(s) as of Extended Occupancy
16 Date.

17 **INSURANCE:** Buyer(s) and Seller(s) shall consult with their respective insurance companies.
18 Seller(s) shall maintain a renters and liability insurance policy that names the Buyer(s) and Mortgagee(s) as
19 additional insured until the Seller(s) vacates the property. The Seller(s) will be responsible for their own
20 personal property coverage. The Buyer(s) will carry a homeowners insurance policy as of closing. At Closing,
21 Seller(s) shall deliver to Buyer(s) an insurance binder in compliance with the provisions of this Agreement.

22 **WALK-THROUGH/INSPECTION:** Buyer(s) has the right to walk through and inspect the Property prior to
23 the Closing and again after the Seller(s) has vacated the Property to establish that the Property is in
24 substantially the same condition as of the date of the PURCHASE AGREEMENT.

25 **UTILITIES:** Seller(s) agrees to maintain all utility services in Seller's name effective up to the Extended
26 Occupancy Date and pay all bills in a timely manner for utility services during the period of Seller's possession.

27 **USE OF PROPERTY:** Seller(s) shall occupy the property consistent with Seller's occupation prior to Closing.
28 After Closing, Seller(s) shall make no alterations to the existing buildings or improvements on the Property
29 nor make any other improvements to the Property during the term of this Agreement without first obtaining
30 the written consent of Buyer(s). Seller(s) to abide by all laws, governmental regulations, covenants, bylaws,
31 and agreements with respect to the use or occupancy of the Property.

32 **MAINTENANCE:** Seller(s) shall maintain the Property and personal property in reasonable repair and order.
33 Seller(s) shall be responsible for all repairs and damage to the Property caused by Seller(s) or invitees and
34 their personal property between the Closing through vacating on the Extended Occupancy Date. Said repairs
35 shall be made in a timely and workmanlike manner and at the Seller's expense. Buyer(s) understands that
36 Buyer(s) is responsible for the structural components of the Property, unless damaged by the Seller(s).
37 Structural components include, but are not limited to, overall exterior of the structure(s), the roof, drain tile
38 and septic systems, and the HVAC, electrical and plumbing systems.

Buyer(s) Initials _____

Seller(s) Initials _____

39 **QUIET ENJOYMENT:** Buyer(s) agrees that upon Seller's performance of Seller's obligation in this
40 Agreement, Seller(s) shall peacefully and quietly have, hold, and enjoy the Property according to this
41 Agreement.

42 **TERMINATION:** Seller(s) shall leave the Property in the same condition as it was at time of Buyer's final
43 walk-through prior to closing. If Seller(s) does not vacate the Property by the end of Extended Occupancy Date
44 and give possession to Buyer(s), Buyer(s) is authorized to take any action permitted by law to recover
45 possession of the Property. If Seller(s) fails to remove all debris and all personal property, then the Buyer(s)
46 shall have the right to remove and dispose of all such remaining property, and the Seller(s) shall be responsible
47 to reimburse the Buyer(s) for all expenses incurred in such removal and disposal. Seller(s) shall pay Buyer(s)
48 an additional amount of \$_____ per day, beginning with the date Seller(s) was to have
49 given possession to Buyer(s), and all reasonable costs which result from obtaining possession of the Property
50 and enforcing the terms of the Agreement, including reasonable attorney's fees.

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

54 **HOLD HARMLESS:** Commencing on the date of final signature below, Seller(s) and Buyer(s) agree to hold
55 the Broker(s) and Agent(s) harmless from any claims of damages, loss or injury to either Buyer(s) or Seller(s),
56 their invitees, or any property occurring on the premises. Seller(s) shall hold Buyer(s) harmless in this
57 transaction from any claims of damages, loss or injury to the Seller(s), their invitees, or any property occurring
58 on the premise.

59 **OTHER:**

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EXAMPLE

71 All other terms and conditions of the PURCHASE AGREEMENT shall remain the same.

<p>72 _____</p> <p>73 Buyer Signature Date</p>	<p>72 _____</p> <p>Seller Signature Date</p>
<p>74 _____</p> <p>75 Buyer Signature Date</p>	<p>74 _____</p> <p>Seller Signature Date</p>