



PURCHASER'S SHORT TERM INTERIM OCCUPANCY ADDENDUM



In reference to the Contract of Sale between: _____ (Purchaser) and _____ (Seller) covering the real property located in _____ County, South Carolina, (the Property) and being described as follows:

Street _____ City _____ Zip _____
Subdivision _____ Tax Map # _____ Legal Lot # _____

The Purchaser and Seller agree to the following terms and conditions:

1. **OCCUPANCY:** Upon loan approval, Seller gives Purchaser the right to occupy the Property prior to the date of closing under the following terms and conditions and for the limited purposes checked below:

- Move in personal property (i.e., furnishings) and physically occupy the Property.
- Store personal property without physically occupying the Property.
- Store personal property in the following areas, without physically occupying the Property:

Make repairs and/or improvements to the Property, in a professional manner, as follows:

2. **OCCUPANCY DATE:** Purchaser will occupy the Property, as agreed to above, beginning _____, 20_____.

3. **VACATING DATE:** If closing will not or does not take place by the date specified in the contract, _____, 20_____, Purchaser will vacate the Property upon written notification from Seller.

4. **OCCUPANCY FEES:** Herewith, Purchaser will pay an additional non-refundable fee in the amount of \$_____. Purchaser agrees to pay Seller a per diem fee of \$ _____ from the Occupancy Date until closing. These additional fees will be paid directly to Seller and will not apply to the purchase price. If the Seller has collected any per diem fees for days falling after closing, Seller will reimburse those fees to Purchaser at closing.

5. **PROPERTY INSPECTION:** Prior to the Occupancy Date, Purchaser will make all pre-closing inspections specified in the Contract of Sale and all inspection and repair matters relating to the Contract will be satisfied.

6. **UTILITIES:** Beginning on the Occupancy Date, Purchaser will assume responsibility for the following operating and utility charges connected with the use of the Property as follows:

- Electricity Water & sewer Lawn & shrubbery care
- Gas Garbage & trash collection _____

7. **PETS:** Pets allowed on the Property before closing as follows: _____

8. **MAINTENANCE:** Purchaser agrees to maintain the Property in its present condition, normal wear and tear excepted, and to abide by Seller's rules of occupancy, if any, as follows: _____

9. **CHANGES TO PROPERTY:** Purchaser will not make any alterations or improvements to the Property unless agreed to in writing by Seller.
10. **PROPERTY INSURANCE:** Purchaser and Seller are advised to contact their insurers prior to signing this Addendum.
 - A. If Seller has fire, casualty, and Seller's liability insurance, Seller will maintain the insurance until closing.
 - B. Seller is not responsible for personal property or other items placed on the Property by Purchaser. Purchaser is advised to insure Purchaser's personal property (contents).
 - C. Purchaser will obtain liability insurance coverage in the amount of \$ _____, naming Seller as Additional Insured.
11. **ENTRY:** Seller or Listing Agent may enter the Property at any time in the event of an emergency, or as needed with 24 hours notice to Purchaser.
12. **PURCHASER'S DEFAULT:** Should Purchaser violate or fail to perform under the terms of this Addendum or of the Contract of Sale:
 - A. At Seller's written request, Purchaser will immediately vacate the Property and Seller will be entitled to immediate possession. Thereafter, if Purchaser fails to vacate the Property, Seller may institute proceedings to recover possession with no further notice to Purchaser.
 - B. Seller has the right to retain all deposit monies paid as provided in the Contract of Sale and any other monies as required by this Addendum.
 - C. Seller's decision not to request the Purchaser to vacate the Property does not constitute a waiver of Seller's right to seek damages based on a breach of the Addendum or Contract of Sale.
 - D. If Seller institutes legal proceedings to recover sums due and owing under the terms of this Addendum or to have Purchaser removed from the Property, Purchaser will pay Seller any costs incurred by Seller, including all court costs and attorney's fees.
 - E. If Seller holds Purchaser in default, Purchaser waives all rights and claims to any labor, materials or improvements added to the Property.
13. **ASSIGNMENT:** Purchaser may not assign Purchaser's rights under this Addendum or lease the Property to any person(s) or entity.
14. **INDEMNIFICATION:** Purchaser will indemnify and hold harmless Seller, all brokers, their licensees, employees, and any officer or partner of any one of them, and any other person, firm, or corporation who may be liable by or through them, from all claims, lawsuits, and actions that arise from, or occur during Purchaser's occupancy or use of the Property. Purchaser will defend Seller from all such suits and claims, and pay Seller's costs, including attorneys' fees and damages awarded.
15. **CONFLICT:** The provisions of the Contract of Sale will remain in full force and effect, except for those provisions that are changed by this Addendum.
16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it will survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
17. **TIME IS OF THE ESSENCE:** The time for the performance of any of the obligations of this Addendum are hereby agreed to be of the essence.

PURCHASER _____ DATE _____

PURCHASER _____ DATE _____

SELLER _____ DATE _____

SELLER _____ DATE _____