



**262 W. Patrick St.
Frederick, MD 21701
301-662-0155 Ext. 244 / HME OFC 301-432-7088
FAX: 301-694-3168**

Pre-Settlement Occupancy Agreement

THIS Pre-Settlement Occupancy Agreement is made and entered into this _____,

By and between _____ (Seller), and

_____ (Purchaser).

WHEREAS, Seller and Purchaser have entered into a Contract of Sale dated _____, for

the sale and purchase of property located and known as _____,

with a settlement date of _____; and Whereas, Seller and Purchaser have reached certain agreements and understandings concerning Purchaser taking possession of the Property prior to the Settlement Date of the Property subject to the terms and conditions set forth herein below; and WHEREAS, the parties wish to reduce their oral agreements and understandings into writing.

NOW, THEREFORE, THIS AGREEMENT, WITNESSETH; That for and in consideration of the mutual promises contained herein and other valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby mutually agree and covenant as follows:

1. The introductory and whereas clauses set forth hereinabove accurately reflect the facts recited therein and the intention of the parties and are by this reference incorporated herein and made a part hereof.
2. This agreement shall be a supplement to and a part of the Contract, it being understood that the Contract shall remain in full force and effect except for those terms and provisions, which are amended or superseded by this Agreement.
3. The term of the Agreement shall commence on _____ (hereinafter "Occupancy Date"), and if not sooner terminated pursuant to the default provisions set forth herein, this Agreement shall terminate on the Settlement Date,
4. Seller hereby grants unto Purchaser an exclusive, revocable, personal and non-transferable right and license to use, occupy and possess the Property during the term of this Agreement. Any intention to create a landlord-tenant relation between the parties hereto, a lease or any other type of tenancy in the Property is hereby expressly disclaimed, it being understood by the parties hereto that Seller is merely granting Purchaser a bare license to use, occupy and possess the Property subject to the terms and conditions set forth herein.
5. The license fee to be paid by Purchaser to Seller for the entire term of this Agreement shall be the sum of _____ Dollars (\$ _____), the receipt of which is hereby acknowledged by Seller. The license fee is non-refundable if Settlement does not occur through no fault of Seller. In the event that Settlement of the property occurs earlier than the Settlement Date, a credit in an amount equal to the pro-rated license fee attributable to the time period between

the date that Settlement actually occurs and the Settlement Date shall be applied to the purchase price of the Property at the time of Settlement.

6. Purchaser has paid the sum of _____ Dollars (\$ _____) (hereinafter "Deposit"), which is to be placed in escrow with _____ (hereinafter "Escrow Agent") upon execution of this Agreement. This Deposit shall be non-refundable if Settlement does not occur through no fault of the Seller. This Deposit is in addition to the deposit made under the Contract and shall be credited toward the purchase price of the Property or the settlement charges under the Contract at the time of Settlement.
7. On the occupancy Date, Seller shall deliver the keys to the dwelling on the Property to Purchaser. Subject to a satisfactory inspection in accordance with Paragraph 20 of the Contract, Purchaser shall accept the Property in its condition as of the Occupancy Date. After the Occupancy Date, Purchaser waived the right to make any claim against Seller for any condition found on the Property after the Occupancy Date, which would otherwise be covered under Paragraph 20 of the Contract. All heating and cooling, electrical and plumbing shall be in operating condition as of the date that the Purchaser takes occupancy.
8. Purchaser shall pay from the Occupancy Date all operating charges including, where applicable, but not limited to, fuel oil, gas, electricity, water and sewer, telephone, cable television, homeowners association dues, condominium fees and trash collection. Purchaser warrants that prior to occupancy all utility companies have been notified of their intention to occupy the Property and that they have caused accounts to be opened in their names with said utility companies. Purchaser shall indemnify and save Seller harmless from all such operating charges of the Property incurred from the Occupancy Date. As stated in the Contract, real estate taxes will be pro-rated to the Settlement Date.
9. Purchaser shall conduct their use, possession and occupancy of the Property in such a manner as to maintain the Property, including all appliances, fixtures, equipment and landscaping, in the same good order as existed on the Occupancy Date. Purchaser further warrants that they shall maintain the Property free of trash and debris, and shall abide by all regulations of the Seller, the covenants for the subdivision in which the property is located, if applicable, and all County, State, and Federal laws governing the occupancy and use of the Property. Purchaser shall not alter, improve, renovate or change the Property in any manner with the prior written consent of Seller.
10. Purchaser shall indemnify and hold Seller harmless from any and all claims or actions for injuries to persons or loss or damage to personal property which arises as a result of Purchaser's acts or failure to act, or the acts or failures to act of their agents or any other person entering the Property during the period of Purchaser's possession and occupancy of the Property. Seller shall maintain fire and extended coverage insurance on the Property with an appropriate absentee owner's liability clause. From the Occupancy Date, Purchaser shall provide evidence of an appropriate policy insuring themselves for loss or damage to their personal property and insuring both Purchaser and Seller for fire, vandalism and extended coverage and for injuries sustained by Purchaser's guests or other third persons who may enter the Property during the period of their possession and occupancy of the Property. Seller shall be named as a loss payee with Purchaser on said policy or policies of insurance.
11. Seller and/or Seller's agents shall have the right to enter the Property at all reasonable times for the purposes of inspecting the Property and/or making any alterations and/or repairs to the Property requisite under the Contract or required by the lender, and for any other purposes required to conclude Settlement of the Property.
12. If Purchaser is in default under the terms and conditions of the Contract of this Agreement or fails or refuses to settle on the Property for any reason on the Settlement Date, the license granted herein shall be immediately revoked and Purchaser shall vacate the Property upon such default or on the Settlement Date, which occurs earlier, without any notice to be given to Purchaser by Seller. In the event Purchaser fails to vacate the Property upon such default or on the Settlement Date, whichever occurs earlier, Seller, at their sole option and discretion, may immediately bring suit in the Circuit Court for Berkeley County, West Virginia, to pursue any rights remedies or actions that they may have at law or in equity, including, but not limited to, affirmative injunctive relief or specific performance. In addition, if Purchaser fails or refuses to vacate the Property upon such default or on the Settlement Date, whichever occurs earlier, Purchaser shall pay Seller the sum of _____ Dollars, (\$ _____) for each day that

Purchaser remains in possession of the Property after such default or after Settlement Date, which sums shall immediately become due to Seller as liquidated damages (and not a penalty) for the failure of Purchaser to vacate the Property as aforesaid. No mention in this Agreement of any specific rights, remedies or actions shall preclude Seller from having any other rights, remedies or actions to which they may otherwise be entitled to either at law or in equity.

13. Purchaser shall pay to Seller for and shall indemnify and save Seller harmless against all legal costs and charges, including attorney's fees, incurred in obtaining possession of the Property after a default in or breach of this Agreement or the Contract by Purchaser, or after Purchaser fails or refuses to settle on the Property for any reason on the Settlement Date. Purchaser shall pay the said costs and attorney's fees upon the referral of such matter to an attorney, even if any stage of litigation has not yet been commenced.
14. If Purchaser breaches the terms and conditions of the Agreement or the Contract, or fails or refuses to settle on the Property on the Settlement Date. Purchaser shall pay to Seller for and shall indemnify and save Seller harmless against any and all costs and expenses of repairs rendered necessary by the possession and occupancy of the Property by the Purchaser during the term of an Agreement. Purchaser shall pay such costs and expenses to Seller upon demand therefore.
15. Neither Purchaser nor Seller shall assign their rights and obligations under this Agreement, and any such attempted assignment shall be null and void and given no force or effect.
16. Seller and Seller's Agent shall not be responsible or liable for household contents or personal property placed on the Property during the term of this Agreement or after the Settlement Date.
17. Time is of the essence with respect to each and every Provision of this Agreement.

WITNESS:

_____	_____	_____
	Date	Seller
_____	_____	_____
	Date	Seller
_____	_____	_____
	Date	Purchaser
_____	_____	_____
	Date	Purchaser

The undersigned Escrow Agent acknowledges receipt of the Deposit provided herein.

Escrow Agent

