

**TEMPORARY OCCUPANCY AGREEMENT  
FOR BUYER PRIOR TO CLOSING  
EXHIBIT “ \_\_\_\_\_ ”**



**2024 Printing**

This Exhibit is part of the Agreement with an Offer Date of \_\_\_\_\_ for the purchase and sale of that certain Property known as: \_\_\_\_\_, Georgia \_\_\_\_\_ by and between \_\_\_\_\_ (“Buyer”) and \_\_\_\_\_ (“Seller”).

1. Seller shall give Buyer occupancy of Property on the date of \_\_\_\_\_ at \_\_\_\_\_ o'clock  a.m. or  p.m. (Seller has confirmed that if Property is located in a limited access community that Buyer shall be given access to Property prior to Closing.)

2. Buyer shall pay Seller as compensation for the use of Property the sum of \$ \_\_\_\_\_ per day (\$ \_\_\_\_\_ per month) computed on a thirty (30) day basis, payable in advance, and thereafter on the \_\_\_\_\_ day of each month until such time as the closing of the sale of the Property to Buyer is consummated. Buyer shall pay said rental to \_\_\_\_\_ at the following address: \_\_\_\_\_. Buyer acknowledges and agrees that no part of the rental payments shall be applied to the purchase price of the Property. Said rental shall be prorated at time of closing, at which time any excess rental paid shall be returned to Buyer.

3. Buyer has paid to \_\_\_\_\_, Holder, as Escrow Agent, \$ \_\_\_\_\_ by check, the receipt of which is hereby acknowledged by Holder, as a security deposit, which security deposit is to be deposited in Holder's escrow account and is to be returned to Buyer at the time the sale is consummated. All parties to this Agreement agree that Holder may deposit the security deposit in an interest-bearing escrow/trust account and that Holder will retain the interest earned on said deposit. Buyer and Seller understand and agree that Holder shall deposit the security deposit in Holder's escrow/trust account within five (5) banking days following the Acceptance Date of the aforementioned Agreement. In the event that the sale is not consummated due to default of Buyer, Seller shall be entitled to receive from Holder all or that portion of the security deposit necessary to compensate Seller for any unpaid rental payments, any accumulated late charges or returned check charges, and the expense of repairing any damage to Property caused by Buyer, normal wear and tear excepted. If any dispute arises between Buyer and Seller as to the final disposition of all or part of the security deposit, Holder shall have the same rights in handling the security deposit as are set forth in "Earnest Money" paragraph of the Agreement with regard to the handling of earnest money, which rights are incorporated herein by reference.

4. Buyer will accept Property in its present condition, except as provided in the Agreement and/or as follows:

5. Buyer, Buyer's inspectors, or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right and responsibility to enter upon Property for the purpose of making a diligent, prudent and competent inspection (including conducting the final walk through), by examining, testing, and surveying Property. Buyer agrees to assume all responsibility for the acts of himself, his inspectors, and representatives in exercising his rights under this paragraph and agrees to hold Seller, Broker and Broker's Affiliated Licensees harmless for any damages or injuries resulting therefrom. The inspection of Property shall include, but is not limited to: termites, wood-destroying organisms; all appliances remaining with Property, heating and air conditioning systems; plumbing (including, without limitation, sewer/septic and water/well systems, pool and spa); electrical systems; roof, gutters, structural components, foundation, fireplace(s) and chimney(s); drainage conditions or evidence of excessive moisture adversely affecting the structure(s); excessive levels (as defined by the Environmental Protection Agency) of radon, toxic wastes, hazardous substances (including, but not limited to: lead, mold, asbestos and urea-formaldehyde), or other undesirable substances; any other condition or circumstance which may adversely affect Property, and any personal property described in this Agreement. Said inspection(s) are to be completed prior to occupancy, and Buyer must object in writing at the time of occupancy to any defects in Property or waive any further claim in relation thereto. Commencing on the date of occupancy, Buyer shall maintain said Property in good working order, shall keep the roof watertight and shall properly maintain the grounds of Property. The responsibility of Seller for Property shall end upon occupancy of Property by Buyer.

6. Buyer shall make no alterations, repairs or improvements to Property without first obtaining the prior written consent of Seller. If Seller so consents, Buyer shall promptly pay all third parties for labor, services and materials performed or supplied in making said alterations, repairs or improvements. Buyer shall furnish Seller with proof that all said labor, services and materials have been paid for and shall indemnify and hold harmless Seller against, and from, any and all liens which may be asserted or filed against the Property relating to the making of said alterations, repairs or improvements.

Notwithstanding any other provision in the Agreement to the contrary, in the event that the sale is not consummated for any reason, any alterations, repairs or improvements made pursuant to this paragraph shall be the sole property of Seller, and Buyer: (a) shall not be entitled to be reimbursed or compensated for making or having made any of said alterations, repairs or improvements; and (b) waives any right to assert or file any lien against Property.

7. In the event that Buyer makes any alterations, repairs or improvements to Property in accordance with paragraph 6 hereof, Buyer agrees to indemnify and hold harmless Seller, Seller's Broker, Buyer's Broker and their Affiliated Licensees from any claim or loss, including reasonable attorney's fees, relating to personal injuries or property damage caused by or arising out of the making of said alterations, repairs or improvements.

8. Buyer shall have all utility records changed over to Buyer's name and shall pay all utilities, services and fees, commencing on date of occupancy.
9. Seller shall, at Seller's expense, retain fire and extended insurance coverage on Property until the date of closing. Buyer acknowledges that such insurance coverage does not cover Buyer's personal possessions and that Buyer shall bear the risk of loss on Buyer's personal property or for injuries sustained should Property be destroyed by fire or any act of nature during the time that the Buyer is in possession.
10. Buyer acknowledges that this Exhibit merely grants Buyer a right to occupy Property prior to the consummation of the sale so long as Buyer is not in default under the terms of the Agreement and this Exhibit. In the event the Agreement is terminated pursuant to paragraph 11 of this Exhibit, Buyer shall be deemed a tenant at sufferance, shall immediately vacate Property, shall return all keys to Seller, and shall pay all costs of any legal action instituted by Seller to enforce the terms of this Exhibit, including reasonable attorney's fees. If Buyer does not immediately vacate, Buyer shall pay Seller a daily hold-over fee of \$\_\_\_\_\_ from the date the Agreement is terminated until Buyer vacates and returns possession of Property to Seller.
11. If any payments are required by this Exhibit are not actually received by Seller or Seller's Broker on the due date, Seller shall give Buyer written notice of the default, and Buyer shall have five (5) days from the date of the notice to deliver the payment and late fee to Seller, or Seller shall have the right to terminate the Agreement by giving Buyer written notice thereof. If any rental payments required by this Exhibit are not actually received by Seller or Seller's Broker on the due date, Buyer shall pay to Seller an additional amount equal to \_\_\_\_\_ percent (%) of the payment due as additional rent. If Buyer fails to perform any obligation required by this Exhibit other than the payment of rental, Seller shall give Buyer written notice of the default, and Buyer shall have ten (10) days from the date of the notice to perform said obligation, or Seller shall have the right to terminate the Agreement by giving Buyer written notice thereof.
12. Buyer agrees to indemnify and hold Seller harmless from any claim or loss which results from the actions of Buyer or anyone else entering Property while Property is occupied by Buyer under this Exhibit.
13. No pets shall be allowed unless the exhibit entitled "Pet Exhibit" is attached. If such exhibit is attached hereto, same is incorporated by reference herein. Notwithstanding any provision contained in said Pet Exhibit, if closing does not take place, Buyer agrees to have Property treated for ticks and fleas by a professional exterminator upon moving out.
14. In the event that the sale is not consummated for any reason, Buyer shall be liable for the expense of repairing any damage to Property caused by Buyer, normal wear and tear excepted.
15. Seller shall remove Seller's personal property from the Property prior to the occupancy of the Property by Buyer, except for those items that are to remain with the Property, as set forth in the Fixtures Checklist attached hereto and incorporated herein.
16. At the time of Buyer's occupancy, to the extent allowed by a community association, Seller shall provide Buyer with one set of keys, door openers, fobs, access cards, codes and other similar equipment needed to access the Property. Seller shall also cooperate with the community association to provide Buyer with access to the community and community amenities. At time of Closing, to the extent allowed by a community association, Seller shall turn over all remaining keys, door openers, fobs, access cards, codes and other similar equipment needed to access the Property, the community and community amenities in Seller's possession to Buyer. In the event the sale is not consummated for any reason, Buyer will return all keys, door openers, fobs, codes and other similar equipment used to access the Property, the community and community amenities.
17. In the event there is a conflict between the terms and conditions of the Agreement and this Exhibit, the terms and conditions contained in this Exhibit shall prevail.

**SPECIAL STIPULATIONS:**

Additional Special Stipulations (F246) are attached.

Buyer's Initials: \_\_\_\_\_

Seller's Initials: \_\_\_\_\_