

[Your Name]
[Your Address]
[City, State, Zip Code]
[Date]

[Buyer's Name]
[Buyer's Address/c/o Agent Name]
[City, State, Zip Code]

RE: Counteroffer regarding Early Occupancy Request for [Property Address]

Dear [Buyer's Name],

Thank you for your request to take possession of the property located at [Property Address] prior to the official closing date. I am willing to consider an Early Occupancy Agreement, provided the following terms are met:

- **Daily Rate:** A non-refundable occupancy fee of \$[Amount] per day shall be paid from the date of possession until the date of closing.
- **Security Deposit:** An additional refundable security deposit of \$[Amount] must be held in escrow to cover potential damages during the occupancy period.
- **Insurance:** The Buyer must provide proof of a binder for a homeowner's insurance policy (HO-4 or equivalent) effective as of the date of possession.
- **Utilities:** All utility accounts must be transferred into the Buyer's name as of the move-in date.
- **Property Condition:** The Buyer accepts the property in its current "as-is" condition as of the date of occupancy. All inspections and repair negotiations must be finalized and signed off prior to entry.
- **Contingencies:** All financing and appraisal contingencies must be fully cleared before possession is granted.

Please review these terms and let me know if you would like to proceed. If accepted, we will have the legal counsel or escrow officer draft a formal Early Occupancy Addendum to be signed by both parties.

Sincerely,

[Your Signature]
[Your Printed Name]