

EARLY OCCUPANCY AND HOLD HARMLESS AGREEMENT

Date: [Insert Date]

Property Address: [Insert Full Address of Property]

Seller(s): [Insert Seller Names]

Buyer(s): [Insert Buyer Names]

This agreement serves as an amendment to the Purchase Agreement dated [Insert Date of Original Contract] regarding the property mentioned above.

The Seller(s) agree to allow the Buyer(s) to take possession of the property starting on [Insert Possession Date] at [Insert Time], which is prior to the scheduled closing date of [Insert Closing Date].

In consideration of this early possession, the Buyer(s) agree to the following terms:

- **Hold Harmless:** The Buyer(s) shall indemnify, defend, and hold the Seller(s) harmless from any and all claims, damages, liabilities, losses, or expenses (including attorney fees) arising from the Buyer's use or occupancy of the property prior to the official closing.
- **Condition of Property:** The Buyer(s) accept the property in its current "as-is" condition as of the date of early occupancy. The Buyer(s) waive any right to object to the property's condition after taking possession.
- **Insurance:** The Buyer(s) agree to maintain adequate liability and personal property insurance during the early occupancy period.
- **Utilities:** The Buyer(s) agree to transfer and pay for all utilities starting from the date of early possession.
- **Maintenance:** The Buyer(s) are responsible for all routine maintenance of the property during the early occupancy period.

If the transaction fails to close through no fault of the Seller, the Buyer(s) agree to vacate the property within [Insert Number] days of receiving written notice from the Seller.

By signing below, all parties agree to the terms stated above.

Seller Signature / Date

Seller Signature / Date

Buyer Signature / Date

Buyer Signature / Date