PRE-CLOSING OCCUPANCY AGREEMENT  
(Daily Rent Required)

WHEREAS, ___________________________________ (“PURCHASER”) and  
___________________________________________________ (“SELLER”) have entered into a  
contract for the purchase and sale of property at ______________________________________  
(the “Property”), which contract is dated ___________________________, 20_____; and  

WHEREAS, PURCHASER desires to occupy the Property prior to disbursement, and  
SELLER is willing to allow PURCHASER occupancy in accordance with and subject to the  
terms and conditions herein set forth:

1. PURCHASER shall occupy the Property commencing on  
________________________, and agrees to pay SELLER  
_________________ and _____________/100 Dollars ($_______.____) as  
rental per day from _______________________, 20_____ until the funds of said  
closing are disbursed on the purchase of the Property. Rental shall be paid in  
advance.

1. PURCHASER shall be responsible for payment of all utilities and for  
insurance on contents commencing on the date of occupancy. The  
PURCHASER agrees to maintain liability insurance on the Premises and to  
indemnify and hold harmless SELLER and any lender holding a Deed of Trust on  
the property as collateral from any claims or actions which arise as a result of  
the PURCHASER’S occupancy prior to disbursement or as a result of anyone  
else entering the Property prior to disbursement.

2. PURCHASER agrees to reimburse SELLER for any and all damage or  
destruction to the property caused by PURCHASER, within ten (10)  
days of SELLER notifying PURCHASER of said damage and/or destruction.

1. In the event of a breach of the Contract by PURCHASER, or the  
failure of PURCHASER to disburse within the time specified in Paragraph 2 of  
this Addendum, at SELLER’S option, PURCHASER agrees to vacate the  
Property within five (5) calendar days after receipt of SELLER’S written  
request to do so, and to leave the Property in the same condition as when  
occupancy was given and with any and all improvements made to the Property by  
PURCHASER, at no cost to SELLER. PURCHASER hereby specifically  
wavers any and all statutory rights PURCHASER may have to additional  
notice to vacate pursuant to the Uniform Residential Landlord and Tenant Act as  
such act is in force in the State of Tennessee as this Agreement is not intended to  
create a landlord-tenant relationship between the parties hereto.

1. PURCHASER agrees to reimburse SELLER for any and all costs of  
collection of the terms herein, including but not limited to reasonable attorney’s  
fees, court costs, collection costs, and travel expenses.
DATED this ______________ day of ____________, 20____.

SELLER: ______________________________

____________________________

PURCHASER: ______________________________

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Compliments of Bernhardt Law Firm