



Lynchburg Association of REALTORS®



**POSSESSION BY PURCHASER
AGREEMENT**

(This is a legally binding contract; if not understood, seek competent advice before signing.)

THIS AGREEMENT made as of _____, 20____, between _____ (the "Seller", whether one or more) and _____ (the "Purchaser", whether one or more) provides as follows:

RECITALS:

- (a) By a Purchase Agreement dated _____, 20____, (the "Purchase Agreement"), Purchaser agreed to purchase and Seller agreed to sell to Purchaser certain real estate located in the County or City of _____, Virginia, and described in the Purchase Agreement as _____ (the "Property"), and
- (b) Purchaser wishes to obtain possession of the Property prior to settlement set forth in the Purchase Agreement, and Seller is willing to deliver possession to Purchaser before settlement, subject to the terms set forth below.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and of the mutual promises of the parties, Seller and Purchaser agree as follows:

1. Seller grants permission to Purchaser to enter and take possession of the Property on _____, 20____ (the "Possession Date"). Purchaser agrees to enter and take possession of the Property on the Possession Date and to accept the Property in its present condition, subject to remaining repair obligations of Seller, if any, pursuant to the Purchase Agreement.
2. For use and occupancy of the Property prior to settlement, Purchaser agrees to pay Seller an occupancy fee of \$_____ per **[select one]**: ☐ day ☐ week ☐ month from the Possession Date until the settlement date for the Property, or until delivery of possession by Purchaser as provided in paragraph 7 of this Agreement. This right of occupancy is exclusively for _____ (number of occupants) and the following pets: _____. The occupancy fee payments shall be paid to Seller **[select one]**:

- ☐ in full prior to the Possession Date **OR**
- ☐ at settlement **OR**
- ☐ in installments on the first day of the selected period (weekly or monthly).

For purposes of calculation of the occupancy fee, a partial day of occupancy shall be counted as a full day of occupancy, but Purchaser shall not be charged an occupancy fee for the day of settlement. For occupancy fee payments made weekly or monthly, any partial week or month of occupancy will be prorated to a daily fee and Purchaser shall pay such prorated daily occupancy fee to Seller, or if paid in advance, Seller shall refund to Purchaser the unused, prorated daily occupancy fee, at settlement.

3. Purchaser shall conduct the pre-settlement walk-through of the Property as provided in the Purchase Agreement before the Possession Date. Any exceptions to the condition of the Property shall be (a) in writing and delivered to Seller by Purchaser prior to the Possession Date, and (b) governed by the terms of the Purchase Agreement. In the event of a dispute between the parties regarding any exceptions, Purchaser may also delay the Possession Date until the dispute is resolved and receive a prorated credit of any occupancy fee for the period of non-Possession by Purchaser.

4. During the period of possession of the Property by Purchaser prior to settlement, Purchaser shall (a) maintain the Property, including the heating, cooling, electrical, water supply, sewage, and mechanical systems, and appliances, in good condition, and make any repairs or replacements thereto as may be necessary, (b) maintain the landscaping, including mowing the lawn and removing leaves and fallen limbs, (c) pay utility charges applicable to the Property, and (d) not make any alterations to the Property without the prior written consent of Seller.

5. Upon execution of this Agreement, Purchaser shall deposit the sum of _____ Dollars (\$_____) with _____ (the "Escrow Agent") to be held in escrow and applied as set forth herein. At settlement, the deposit shall be returned to Purchaser, or at the direction of the Purchaser, applied to settlement costs. If Purchaser defaults in his or her obligation to purchase the Property, Escrow Agent shall, at the request of Seller, deliver the deposit to Seller, and Seller shall apply the deposit to (i) the cost of any repairs and/or cleaning for the Property as set forth in paragraph 7, and (ii) any other sums due to Seller under this Agreement, and disburse the balance, if any, to the Purchaser. The amount of the deposit shall not be a limitation on Purchaser's obligation to maintain the Property in accordance with the terms of this Agreement. The parties understand and agree that this deposit shall be a security deposit separate from any other deposit made in connection with the transaction.

6. During the period of occupancy of the Property by Purchaser prior to settlement, Seller (a) shall have the right of access to the Property at reasonable times for the purpose of inspection, and such right shall extend to Seller's agents and employees, and (b) shall maintain in effect any fire and extended coverage and liability insurance on the Property as of the date of this Agreement, but Seller shall not be liable to Purchaser for any loss or damage to any personal property of Purchaser located on the Property. Any personal property kept on the Property by Purchaser shall be at Purchaser's risk.

7. If, for any reason settlement is not made as provided in the Purchase Agreement or if Purchaser violates the terms of this Agreement, Purchaser shall vacate and deliver possession of the Property and return all keys to Seller within _____ days after written demand by Seller to Purchaser ("Occupancy Expiration Date"). Purchaser waives any further notice. On or before the Occupancy Expiration Date, Purchaser shall deliver to Seller the Property, including all appliances, heating, cooling, plumbing and electrical systems, landscaping and lawn, in substantially the same physical condition as on the Possession Date and broom clean with all trash and debris removed. Purchaser shall be liable to Seller for any cleaning and the expense of repairing any damage to the Property caused by Purchaser.

8. If Purchaser fails to vacate the Property by the Occupancy Expiration Date, Purchaser shall pay to Seller a daily occupancy fee of \$_____ per day until Purchaser vacates the Property. Purchaser shall also be responsible for any reasonable expenses incurred by Seller as a result of Purchaser's failure to vacate by the Occupancy Expiration Date, including but not limited to, temporary accommodations, mortgage interest, furniture storage, additional moving costs, attorney's fees and other costs of enforcing this Agreement.

9. Purchaser agrees to indemnify and hold Seller harmless from and against any and all loss, liability, damage, cost or expense, including reasonable attorney's fees and court costs, suffered or incurred by Seller as a result of Purchaser's occupancy of the Property under this Agreement and not caused by

Seller's negligence or intentional act

10. The parties acknowledge that this Agreement is not subject to landlord-tenant law. This Agreement shall not amend or supersede any of the respective rights and obligations of the parties under the Purchase Agreement, other than such rights and obligations specifically described in this Agreement.

11. NOTICE: This Possession Agreement may impact the terms and conditions of Seller's homeowner's insurance policy (such as required occupancy of the Property by Seller). Additionally, it may be prudent for Purchaser to obtain renter's insurance. Each party is advised to consult with their respective homeowner's insurance advisors for specific advice on these matters.

[illegible]

WITNESS the following duly authorized signatures:

Date	/	Purchaser	Date	/	Seller
Date	/	Purchaser	Date	/	Seller
Date	/	Purchaser	Date	/	Seller