

**PRE-CLOSING OCCUPANCY AGREEMENT  
(No Daily Rent)**

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  
\_\_\_\_\_, 20\_\_\_\_\_.

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. Completion of the Closing to be on or before  
\_\_\_\_\_, 20\_\_\_\_\_.

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 waives 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:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_