



# INTERIM OCCUPANCY AGREEMENT

Receipt for Rent and Security Deposit

Prepared by: Agent \_\_\_\_\_ Phone \_\_\_\_\_  
Broker \_\_\_\_\_ Email \_\_\_\_\_

DATE: \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_, California.

Items left blank or unchecked are not applicable.

### FACTS:

1. This is an addendum to the following referenced agreement between Seller (Landlord) and Buyer (Tenant):

- Purchase agreement
- Counteroffer
- Escrow
- \_\_\_\_\_

1.1 dated: \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_, California,

1.2 entered into by \_\_\_\_\_, as the Buyer/Tenant,  
and \_\_\_\_\_, as the Seller/Landlord,

1.3 regarding of real estate premises known as \_\_\_\_\_  
\_\_\_\_\_.

### AGREEMENT:

2. This interim occupancy agreement establishes Buyer/Tenant's right to the possession and occupancy of real estate prior to the close of an escrow to purchase the premises.

3. This occupancy commences on \_\_\_\_\_, 20\_\_\_\_\_, for a term expiring on the earlier of the date of close of escrow or termination of the referenced agreement.

4. Seller/Landlord may terminate this agreement within \_\_\_\_\_ days of acceptance of the referenced agreement by delivering to Buyer/Tenant, Buyer/Tenant's Broker or Escrow, written Notice of Cancellation of the referenced agreement. [See **ft** Form 183]

### RENT:

5. Seller/Landlord to receive rent of \$ \_\_\_\_\_ and a security deposit of \$ \_\_\_\_\_ prior to Buyer/Tenant's occupancy.

5.1 Rent shall be \$ \_\_\_\_\_ per  day,  week, or  month, for this tenancy.

5.2 Rent to be paid by  cash, or  check, or  cashier's check made payable to Seller/Landlord.

5.3 Rent may be tendered by  mail, or  personal delivery,

to \_\_\_\_\_ (Name)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (Phone)

a. Personal delivery of rent will be accepted during the hours of \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m. on the following days: \_\_\_\_\_.

5.4. Rent may also be deposited into account number \_\_\_\_\_

at \_\_\_\_\_ (Financial institution)

\_\_\_\_\_ (Address)

5.5 Rent to be paid in advance on the \_\_\_\_\_ day of each calendar  week, or  month.

5.6 Rent to be prorated to the date this tenancy is terminated.

5.7 If the referenced agreement is terminated and Buyer/Tenant holds over, Buyer/Tenant to then pay a per diem amount of \$ \_\_\_\_\_ for each day Buyer/Tenant holds over.

6. The security deposit to be refunded to Buyer/Tenant through Escrow on close of escrow on the referenced agreement. Should the referenced agreement be cancelled and this tenancy terminated, the security deposit is to be returned within 21 days of vacating, less amounts necessary to remedy any default in rent or to clean or repair the premises.

**PROPERTY CONDITIONS:**

- 7.  See attached Condition of Premises Addendum. [See **ft** Form 560]
  - 7.1  Buyer/Tenant has inspected and found the premises in satisfactory condition and ready for occupancy.
  - 7.2 If the improvements on the premises are destroyed or materially damaged prior to transfer of ownership on the referenced agreement, Buyer/Tenant may either, 1) terminate this agreement and the referenced agreement and Seller/Landlord will return to Buyer/Tenant the unused portions of rent and security deposits, or, 2) perform this agreement and the referenced agreement and Seller/Landlord assign to Buyer/Tenant all insurance proceeds for these losses under insurance held by Seller/Landlord.
  - 7.3 Buyer/Tenant to keep the premises and yards clean and in good repair and maintenance during the tenancy, and to surrender the property in like condition if the underlying contract is terminated, reasonable wear and tear excepted.
  - 7.4 If, during the term of this agreement, Buyer/Tenant desires to make additional improvements to the premises, Buyer/Tenant to first obtain Seller/Landlord's approval. Buyer/Tenant to arrange for fire or hazard insurance of such additional improvements.
  - 7.5 Improvements made to the premises by Buyer/Tenant shall become property of Seller/Landlord without the payment of consideration should the referenced agreement be terminated.
- 8. Buyer/Tenant to timely pay all public utility charges for the property incurred during Buyer/Tenant's occupancy.
- 9. Buyer/Tenant to obtain insurance to hold Seller/Landlord harmless from any and all claims, demands, damages or liability arising out of the premises caused or permitted by Buyer/Tenant, Buyer/Tenant's family, agents, servants, employees, guests or invitees.
- 10. Buyer/Tenant to allow Seller/Landlord to enter premises in case of an emergency, or for necessary repairs, alterations or services, or when Buyer/Tenant has vacated the premises. Except in the case of an emergency, Seller/Landlord to enter premises only during reasonable hours and only after 24 hours notice.[See **ft** Form 567]

**GENERAL CONDITIONS:**

- 11. Buyer/Tenant is not to assign his rights under this agreement or sublet any portion of the premises.
- 12. In any action to enforce this agreement, the prevailing party shall receive attorney fees and costs.
- 13.  See attached addendum for additional terms. [See **ft** Form 250]

**NOTICE: RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT ARE SEPARATE FROM THOSE OF THE REFERENCED AGREEMENT. ANY DISPUTE ON THIS AGREEMENT SHALL BE GOVERNED BY CALIFORNIA LANDLORD/TENANT LAW.**

**I agree to occupy the premises on the terms stated above.**

Date: \_\_\_\_\_, 20\_\_\_\_

Tenant: \_\_\_\_\_

Tenant: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Cell: \_\_\_\_\_

Email: \_\_\_\_\_

**I agree to rent the premises on the terms stated above.**

Date: \_\_\_\_\_, 20\_\_\_\_

Landlord: \_\_\_\_\_

Landlord: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Cell: \_\_\_\_\_

Email: \_\_\_\_\_