

AGREEMENT FOR POSSESSION OF PROPERTY PRIOR TO THE CLOSE OF ESCROW

This **Agreement**, entered into as of the _____ day of _____, 20____ by and between _____ hereinafter referred to as **BUYER**, and _____ hereinafter referred to as **SELLER**.

WHEREAS, BUYER has entered into an agreement to purchase and lease prior to close of escrow from **SELLER** the following describe property: . _____

NOW, THEREFORE: SELLER hereby agrees to allow **BUYER** to take possession of said property on the _____ day of _____ 20____ for and In consideration of **BUYER** completing the purchase and other valuable consideration including that recited herein. **BUYER'S** earnest money deposit will be considered a security and cleaning deposit ~n the event the **BUYER** does not close escrow and will be subject to condition of property if **SELLER** has to regain possession.

ADDITIONAL CONSIDERATION. **BUYER** agrees to pay **SELLER** \$_____. PER DAY FOR POSSESSION FOR EACH DAY **PRIOR TO THE CLOSE OF THE ESCROW ON THE** _____ (close of escrow). In the event **BUYER** does not close escrow as scheduled above, for any reason other than beyond his/her control, **BUYER** agrees to pay thereafter \$_____ **PER DAY UNTIL BUYER VACATES THE PROPERTY IN GOOD ORDER AND/OR CLOSE ESCROW** The above stated amounts shall be payable at the close of escrow or at the end of each 30 day period, whichever is sooner.

TERMINATIONS. This agreement shall terminate upon the closing of the escrow or if the **BUYER** shall fail to keep or perform any of the terms, covenants or conditions hereof, or the purchase referred to above, **SELLER** may, at **SELLER'S** option after ten (10) days notice in writing to **BUYER** re-enter said premises and take possession thereof and terminate this agreement. If **SELLER** shall fail to keep any other terms, **BUYER** may, at **BUYERS** option after ten (10) days notice in writing to **SELLER** vacate said premises and terminate this agreement.

UTILITIES. **BUYER** agrees upon date of possession to have all utilities transferred into **BUYER'S** name

CONDITION. **BUYER** hereby acknowledges that **BUYER** has examined the property, that **BUYER** is familiar with the condition and status of the property including, but not limited to, heating, cooling, plumbing and electrical systems and equipment and will accept the property in its condition at time of possession. **BUYER** agrees to maintain the property in good repair during the terms of this agreement.

EXPENSES INCURRED. **BUYER** agrees to indemnify and save harmless the **SELLER** from all loss, damage, liability and expense by reason of personal injury or death of any person or persons in the event of litigation arising hereunder or under the terms of the purchase, the attorney fees.

This **AGREEMENT** is subject to all landlord tenant eviction laws in the State of Nevada, all rights of the landlord and all rights of the tenant, as per the law, and enforceable in a Court of competent jurisdiction.

In **WITNESS WHEREOF**, the said parties to these presents have herewith set their hands the day and year first written. Signed and delivered in the presence of:

BUYER/TENANT

SELLER/LANDLORD

BUYER/TENANT

SELLER/LANDLORD

DATE: _____

DATE: _____