

Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between _____ (SELLER)
and _____ (BUYER)
concerning the Property described as _____

Buyer's Initials _____

Seller's Initials _____

T. PRE-CLOSING OCCUPANCY BY BUYER

This Contract is contingent upon Buyer and Seller within _____ (if left blank, then 10) days after Effective Date delivering to each other a mutually agreeable written lease, pre-closing occupancy agreement or other similar agreement (Pre-Closing Agreement) prepared at (CHECK ONE): ☐ Seller's expense ☐ Buyer's expense ☐ split equally by the Buyer and Seller (if not checked, then split equally), for Buyer to take possession of the Property on _____. The Pre-Closing Agreement written lease shall provide that upon Buyer taking possession, Paragraph 11 (Property Maintenance) and 12 (Property Inspection and Repair) are no longer applicable and Buyer thereby accepts the Property in its existing condition, relieving Seller of any repair, replacement, treatment or remedy obligations, except with respect to any items identified by Buyer pursuant to Paragraph 12 prior to taking occupancy which require repair, replacement, treatment or remedy; Buyer shall then have the sole obligation of maintaining the Property and shall assume all risk of loss; and Buyer shall pay a monthly rent of \$ _____, plus applicable sales tax, if any, payable monthly in advance.

If the parties fail to mutually agree to a Pre-Closing Agreement written lease within the time period stated above and Buyer has not taken occupancy of the Property, then either party by written notice to the other may terminate this Contract and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.