Possession by Buyer Prior to Closing Rider

This document has legal consequences. If you do not understand it, consult your attorney.

> ***NOTE: Buyer occupancy before closing is not recommended.*** *The Seller is advised against allowing the Buyer to occupy the property before the closing, except in exceptional situations. If the Buyer needs to occupy the property for more than a few days before the closing, a lease agreement should be signed (e.g., PM-3010 "Residential Lease" or COM-3000/COM-3010 "Commercial Lease"). Access should generally be withheld until all contingencies are met. Both parties should confirm their insurance coverage before the Buyer gains access, and ensure compliance with any relevant occupancy regulations or lender requirements.*

All terms defined in the Contract are applicable to this Possession by Buyer Prior to Closing Rider ("Rider"). Except as explicitly modified herein, the provisions of the Contract remain fully effective. In case of any conflict between the terms of this Rider and those of the Contract, the terms of this Rider will take precedence.

Regarding and as an integral part of the Agreement between the undersigned Seller and Buyer, concerning the Seller's Property located at

______________________________ ______________ **MO** ________ ______________,
Street Address **City** **Zip Code** **County**

agree as follows:

1. Buyer may take possession on the ______________ day of ________________________, 20___.

2. Buyer shall deliver an Additional Earnest Money deposit of $____________ to Escrow Agent prior to being allowed to occupy the Property as set forth herein. ***Note****: Include the fully executed MSC-2001R (Earnest Money Rider) for this purpose*.

3. The fee shall be $______________ starting from the possession date and continuing through the Closing day. the Buyer agrees to pay this fee to the Seller prior to taking possession.

4. The Buyer is responsible for setting up all utility services, including any required deposits, and will cover the cost of all utilities provided from the possession date until the Closing or until the property is vacated.

5. The Buyer acknowledges having inspected the Property and accepts it in its current condition as of the possession date, with no warranties or representations regarding its condition or quality, unless otherwise stated in the Contract or below. Any issues identified in prior inspections, which the Seller has agreed to address or compensate for but have not been resolved by the possession date, Must be in writing and signed by both parties before occupancy. (See MSC-2050N).

6. The Buyer assumes full responsibility for the Property starting from the possession date and is solely liable for any maintenance or repairs, including grounds upkeep and all mechanical systems and appliances. This provision does not alter Section 9 of the Contract regarding the risk of loss to the Property or its improvements prior to Closing. However, if the Property is damaged or destroyed due to the Buyer's actions or omissions, the Buyer will lose the right to terminate or rescind the Contract. The Buyer may not make any changes to the Property before Closing without prior written approval from the Seller.

7. If the Contract does not close by the Closing Date for any reason, the Buyer agrees, without limiting any other rights or remedies of the Seller under the Contract, to vacate the Property immediately upon receiving written notice from the Seller, leaving the Property in its current condition, with normal wear and tear excluded. The Buyer agrees to allow the Seller or its representatives access to the Property at reasonable times for inspection purposes.

8. If desired, the Buyer is responsible for arranging coverage for their personal property contents.

9. The Seller will maintain fire, extended hazard, and liability insurance for the Property until the Closing date.

10. The Buyer is responsible for obtaining general liability insurance and must provide proof of coverage to the Seller before taking possession. The Buyer assumes full responsibility for any damage or injury that occurs on the Property after possession is granted and before Closing, due to any act, omission, or negligence by the Buyer or their agents, contractors, employees, or invitees, as well as any failure to fulfill Buyer's obligations under this Rider. The Buyer agrees to indemnify the Seller from any liability related to such damage or injury.

Both the Buyer and Seller are strongly encouraged to inform their insurance agents in writing of the specific closing and possession details to ensure the appropriate coverage is in place. The parties should confirm their insurance coverage for the Buyer's occupancy period and meet any lender requirements. If necessary, the Buyer must secure an occupancy permit before taking possession

11. The Buyer and Seller agree to indemnify and protect from liability any real estate broker or licensee involved in this transaction.

Special Agreements: ____

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By signing below, the Buyer and Seller confirm that they have received a copy of this Rider.

☐ *Mark the box if extra signatures are required and include the Additional Signature Page (MSC-5070).*

______________________	______________________
BUYER **Date**	**SELLER** **Date**
*Print Name:*______________	*Print Name*:______________
______________________	______________________
BUYER **Date**	**SELLER** **Date**
*Print Name:*______________	*Print Name*:______________