Possession by Seller After Closing Rider

This document has legal effects. If unclear, consult an attorney.

> ***NOTE*****:** ***Seller occupancy after Closing is not recommended****.* *The Buyer is advised against allowing the Seller to remain in the property after Closing, except in exceptional situations. If the Seller needs to stay for more than a few days after Closing, a lease agreement should be signed (e.g., PM-3010 "Residential Lease" or COM-3000/COM-3010 "Commercial Lease"). Both parties should verify their insurance coverage for the Seller's occupancy period and ensure compliance with any relevant occupancy regulations or lender requirements.*

*All terms defined in the Contract apply to this Possession by Seller After Closing Rider ("****Rider****"). Unless specifically modified in this Rider, the terms of the Contract remain fully effective. In case of any conflict between the terms of this Rider and the Contract, the terms of this Rider shall prevail.*

As part of the Agreement between the undersigned Seller and Buyer regarding the Seller's Property located at

______________________________	______________________	**MO** ________	________________
Street Address	**City**	**Zip Code**	**County**

agree as follows:

1. Seller shall have the right to continue to occupy the Property following Closing until __________ ___.m. on the ________________________ day of ___________________________, 20_____ (the "**Term**").

2. Seller shall pay Buyer, at Closing, $__________ per day as compensation for Seller's occupancy rights during the Term.

3. During this period (or until the Seller vacates the Property), the Seller will be responsible for all utility expenses, maintenance, and repairs to the Property, including grounds upkeep and all mechanical systems and appliances. The Seller will also be liable for any uninsured damage to the Property and any injuries occurring on the Property due to the Seller's actions, omissions, or negligence, or that of their agents, contractors, employees, or invitees, as well as for any failure to fulfill their obligations under this Rider. The Seller agrees to indemnify the Buyer against any liability related to such damage or injuries. The Seller further agrees to allow the Buyer or their representatives access to the Property at reasonable times for inspection purposes.

4. If the Seller fails to vacate the Property by the end of the Term without the Buyer's prior written approval, the Buyer will have the right to enter the Property and take possession immediately upon delivering written notice to the Seller. In addition to any other legal or equitable rights the Buyer may have, the Buyer will have all rights under Missouri landlord-tenant law. The Seller may not make any changes to the Property after Closing without the Buyer's prior written consent and agrees to return the Property to the Buyer in the same condition it was in at Closing, with the exception of normal wear and tear.

5. Throughout the Seller's occupancy, the Seller is required to maintain general liability insurance coverage. Additionally, the Seller may choose to insure their personal property if desired. The Seller understands that any loss or damage to their personal property will not be covered by the insurance maintained by the Buyer as outlined in Section 6 below.

6. The Buyer will maintain fire, extended hazard, and liability insurance for the Property during the Term. The Buyer will be responsible for all uninsured losses; however, the Buyer will not be liable for any loss resulting from the actions, omissions, or negligence of the Seller or others acting on their behalf (as outlined in Section 3 above).

It is highly recommended that the Buyer and Seller notify their insurance agents in writing of the precise closing and possession details to ensure the appropriate coverage is obtained.

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

8. Special Agreements:

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By signing below, the Buyer and Seller confirm 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*:______________________	