

**AMENDMENT TO PURCHASE AGREEMENT  
BUYER'S MOVE-IN AGREEMENT**

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- 1. Date \_\_\_\_\_
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3. Amendment to the Purchase Agreement between Buyer(s) and Seller(s), dated \_\_\_\_\_, 20\_\_\_\_\_,  
4. about the purchase and sale of the property at \_\_\_\_\_  
5. \_\_\_\_\_.

6. **NATURE AND PURPOSE:** This Agreement amends the Purchase Agreement and gives Buyer the right to enter and  
7. occupy the property before closing on the purchase of the property.

8. **POSSESSION DATE:** Seller agrees to deliver possession of the property to Buyer on  
9. \_\_\_\_\_, 20\_\_\_\_\_.

10. **ADDITIONAL EARNEST MONEY DEPOSIT:** When Buyer signs this Agreement, Buyer shall deposit \$ \_\_\_\_\_  
11. with listing broker, unless otherwise agreed to in writing, in certified funds as additional earnest money. At closing, this  
12. amount shall be considered as part of the payment required under the Purchase Agreement and shall be credited  
13. against the purchase price. If Buyer fails to pay the additional earnest money or close within the time frames provided  
14. in the Purchase Agreement, such failure shall constitute a default.

15. **SECURITY AND DAMAGE DEPOSIT:** On \_\_\_\_\_, 20\_\_\_\_\_, Buyer shall deposit  
16. \$ \_\_\_\_\_ with Seller in **certified funds** as security and damage deposit. The deposit shall earn statutory  
17. interest at the rate prescribed in MN Statute 504B.178, Subd. 2. The deposit, plus interest, less any amounts due  
18. Seller for rent, for damages arising out of Buyer's breach of this Agreement, or to reimburse Seller for the cost of  
19. repairing damage to the property (including personal property and appliances) caused or resulting from Buyer's  
20. possession of the property, shall be refunded to Buyer at closing or after Buyer leaves the property and gives possession  
21. to Seller. If Seller keeps all or a portion of deposit, then Seller shall provide Buyer with a written statement within three  
22. (3) weeks stating the reasons for withholding.

23. **"MOVE-IN" FEE:** Buyer shall pay Seller \$ \_\_\_\_\_ per day beginning on the **Possession Date** and  
24. continuing through the **Closing Date** or the date that Buyer vacates the property, whichever happens first. Buyer shall  
25. pay Seller the move-in fee charges in full on **Possession Date**. If the Purchase Agreement is not closed by the scheduled  
26. **Closing Date**, Buyer shall pay additional move-in fee charges to Seller weekly, in advance. Seller shall refund to Buyer  
27. any unearned move-in fee charges at the actual closing.

28. **UTILITIES:** Buyer agrees to place all utility services in Buyer's name effective on the **Possession Date**, and to pay all  
29. bills for utility services during the period of Buyer's possession, as they become due.

30. **INSURANCE: Buyer and Seller shall consult with their respective insurance companies.** Seller shall purchase  
31. and maintain casualty insurance coverage on the property in the face amount of \$ \_\_\_\_\_, to be  
32. effective through the actual date of closing. Buyer shall purchase and maintain liability insurance in the amount of at  
33. least \$300,000, to be effective from the **Possession Date** and naming Seller and Seller's mortgagee(s), if any, as  
34. additional insured. Before taking possession of the property according to the terms of this Agreement, Buyer shall  
35. deliver to Seller an insurance binder in compliance with the provisions of this Agreement. Buyer shall assume  
36. responsibility for Buyer's personal property insurance.

37. **MAINTENANCE:** Buyer shall be responsible for all repairs and maintenance of the property and personal property  
38. covered by the Purchase Agreement from and after the **Possession Date**. Buyer shall maintain the property and  
39. personal property in reasonable repair and order.

40. **PLEASE NOTE—SELLER'S WARRANTIES AMENDED:** Seller's warranties as to the working order of heating,  
41. air-conditioning, wiring and plumbing systems used and located on the property shall be operative as of the **Possession**  
42. **Date** and not the **Closing Date**, as provided in the Purchase Agreement. Buyer has the right to inspect the property  
43. before **Possession Date**. Buyer shall satisfy Buyer, at Buyer's expense, that all heating, air-conditioning, wiring and  
44. plumbing systems are in working order on the **Possession Date**.

45. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**  
46. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

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48. Property located at \_\_\_\_\_.
49. **USE OF PROPERTY:** Buyer shall occupy the property exclusively as Buyer's personal residence during the term of  
50. this Agreement. Buyer shall make no alterations to the existing buildings or improvements on the property nor make  
51. any other improvements on the property during the term of this Agreement without first obtaining the written consent  
52. of Seller. Buyer shall neither assign Buyer's rights nor sublease the property under this Agreement.
53. **HOLD HARMLESS:** Seller is not responsible for liabilities, claims or expenses from Buyer's use, possession and  
54. occupancy of the property, and Buyer shall hold Seller harmless therefrom.
55. **QUIET ENJOYMENT:** Seller promises that upon Buyer's performance of Buyer's obligation in this Agreement, Buyer  
56. shall peacefully and quietly have, hold and enjoy the property according to this Agreement.
57. **TERMINATION:** If the Purchase Agreement is not closed, Buyer shall leave the property and give possession to Seller  
58. within seven (7) days from the date of Seller's written notice to leave and this Agreement shall end. Notice is considered  
59. given on the date mailed to Buyer at the above address. Buyer shall leave the property in the same condition as it was  
60. when possession of property was delivered to Buyer. If Buyer fails to leave the property and give possession to Seller,  
61. Seller is authorized to take any action permitted by law to recover possession of the property. Seller shall be entitled  
62. to recover from Buyer, in addition to all charges and reimbursements reserved in this Agreement, damages for Seller's  
63. loss of use in the amount of \$ \_\_\_\_\_ per day, beginning with the date Buyer was to have given  
64. possession to Seller and all reasonable costs which result from obtaining possession of the property and enforcing  
65. the terms of the Agreement, including reasonable attorneys' fees.
66. **FOR FURTHER TERMS SEE ATTACHED ADDENDUM.**
67. All other terms and conditions of the Purchase Agreement shall remain the same.
68. Seller shall pay on the date of closing all real estate taxes due and payable in all prior years including all penalties and  
69. interest.

70. \_\_\_\_\_ (Seller) \_\_\_\_\_ (Date) \_\_\_\_\_ (Buyer) \_\_\_\_\_ (Date)

71. \_\_\_\_\_ (Seller) \_\_\_\_\_ (Date) \_\_\_\_\_ (Buyer) \_\_\_\_\_ (Date)

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