



VINSON CHASE,  
REALTOR®

220-A Standiford Ave.

Modesto, CA 95350

(209) 577-2121

**RENTAL AGREEMENT**  
**If Possession is given before**  
**closing and/or consummation of**  
**purchase.**

The undersigned Seller and Purchaser, having heretofore executed a Real Estate Purchase Contract dated \_\_\_\_\_, 20\_\_\_\_\_, relating to the real property situated in \_\_\_\_\_, County of \_\_\_\_\_, State of California described as \_\_\_\_\_

AND Purchaser, desiring to enter into possession of said premises prior to obtaining title thereto, the parties agree as follows:

1. Upon execution of this Agreement by the parties, Seller hereby grants permission to Purchaser to take possession of said premises as of \_\_\_\_\_, 20\_\_\_\_\_. Said right to occupy shall expire by its term upon the close of escrow or \_\_\_\_\_. In return, Purchaser agrees:
  - A) To pay Seller as compensation for the use of said premises, the sum of \$ \_\_\_\_\_ per day, from the date occupancy is delivered to and including the day prior to close of escrow.
  - B) Should Purchaser fail to pay the balance of the purchase price, or to complete purchase as provided in the Agreement for Sale referred to above, Purchaser agrees to pay Seller thereafter, as compensation for the continued use of the premises, the sum of \$ \_\_\_\_\_ per day, subject to the terms of Paragraph 5 below.
  - C) TO PAY SAID COMPENSATION (as agreed in 1A above) IN ADVANCE TO THE ESCROW HOLDER TO BE PRORATED AS OF DATE OF CLOSING: TO BE RELEASED UPON THE JOINT INSTRUCTION(S) OF COLDWELL BANKER VINSON CHASE, REALTOR AND \_\_\_\_\_ (OTHER BROKER) PER THE TERMS OF THIS AGREEMENT.
  - D) To have all utilities and services transferred to Purchaser's name and pay said utilities and service bills, commencing upon the data occupancy is delivered.
  - E) To refrain from undertaking any alterations of the subject property without prior written consent of Seller, until closing of escrow.
  - F) To refrain from undertaking any alterations of the subject property without prior written consent of seller until closing of the escrow.
  - G) To abide by all laws and governmental regulations with respect to the use or occupancy of the premises.
  - H) To admit Seller or Seller's authorized agent at reasonable times for the purpose of inspecting the premises until close of escrow.
  - I) Commencing upon occupancy, Purchaser agrees to hold the Seller and all Agents in this transaction harmless from any claims for damage or injury to Purchaser, or any other person, or to any property, occurring on the premises, or any part thereof.
  - J) The parties agree there shall be no right to sublease or assign rights under this occupancy agreement.
  - K) In taking possession of the property before close of escrow, Purchaser is aware that Purchaser is totally responsible for the premises in every way, including any mechanical function or failure. Purchaser also accepts the property in the condition agreed upon at the time of moving in. Purchaser will have a licensed contractor do a walk-through, or Purchaser him/herself will do a walk-through to check out the property before moving in.
2. Seller shall continue to maintain in effect their policy of fire and extended coverage insurance on the property until the same shall be conveyed to Purchaser, but unless proved herein, no representations are made as to the extent of coverage, if any, f such insurance under Purchaser's occupancy of the subject premises.
3. PURCHASER'S POSSESSION AND OCCUPANCY OF A PROPERTY PRIOR TO CLOSE OF ESCROW MAY HAVE SERIOUS IMPLICATIONS UNDER CALIFORNIA LAW AND THE UNDERSIGNED PURCFHASER(S) ARE ADVISED:
  - A) TO SEEK LEGAL COUNSEL PRIOR TO SIGNING THIS AGREEMENT IF PURCHASER SO DESIRES.
  - B) TO PLACE INTO EFFECT THEIR OWN FIRE AND EXTENDED COVERAGE INSURANCE ON THE PROPERTY PRIOR TO ENTERING INTO POSSESSION OF THE PREMISES.
4. UNDERSIGNED PURCHASER(S) ACKNOWLEDGE HAVING READ SECTION 1662 (UNIFORM VENDOR AND PURCHASE RISK ACT), OF THE CALIFORNIA CIVIL CODE, REPRODUCED ON THE REVERSE SIDE.
5. This agreement is not intended to create a relationship of Landlord and Tenant, but merely a license to temporarily use and occupy the subject property: the right of Purchaser to occupy the premises shall be on a day-to-day basis, subject to the terms thereof. In the event that Purchaser fails to acquire the property immediately. PURCHASER ACKNOWLEDGES THAT (S)HE IS NOT ENTITLED TO NOTICE TO VACATE PURSUANT TO CIVIL CODE, SECTION 1933(1) AND CODE OF CIVIL PROCEDURE, SECTION 1161(1). Purchaser agrees to pay all costs of any legal action that may be instituted by Seller to enforce the terms hereof, or for the termination of this Agreement and removal of the Purchaser from the property, including reasonable attorney's fees.
6. Other: \_\_\_\_\_

A copy of this agreement is hereby acknowledged by the undersigned.

SELLER: \_\_\_\_\_ PURCHASER: \_\_\_\_\_

SELLER: \_\_\_\_\_ PURCHASER: \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_