

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

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1. Date \_\_\_\_\_  
2. Page \_\_\_\_\_ of \_\_\_\_\_ Pages

3. Amendment to the Purchase Agreement between Buyers and Sellers dated \_\_\_\_\_, 20 \_\_\_\_\_ about  
4. the purchase and sale of the property at \_\_\_\_\_.

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

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

8. **ADDITIONAL EARNEST MONEY DEPOSIT:** When Buyer signs this Agreement, Buyer will deposit \$ \_\_\_\_\_  
9. with listing broker in **certified funds**, as additional earnest money. At closing, this amount will be considered as part of  
10. the payment required under the Purchase Agreement and will be credited against the purchase price. If the Purchase  
11. Agreement is not closed, the earnest money deposit will be disbursed according to the terms of the Purchase  
12. Agreement; Buyer and Seller shall immediately sign a cancellation of Purchase Agreement.

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

20. **PER DIEM:** Buyer will pay Seller \$ \_\_\_\_\_ per day beginning on the **Possession Date** and continuing through  
21. the **Closing Date**, or, the date that Buyer vacates the property, whichever happens first. Buyer will pay Seller the  
22. per diem charges in full on **Possession Date**. If the Purchase Agreement is not closed by the scheduled **Closing**  
23. **Date**, Buyer will pay additional per diem charges to Seller weekly, in advance. Seller will refund to Buyer any unearned  
24. per diem charges at the actual closing.

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

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

33. **MAINTENANCE:** Buyer will be responsible for all repairs and maintenance of the property and personal property covered  
34. by the Purchase Agreement from and after the **Possession Date**. Buyer will maintain the property and personal  
35. property in reasonable repair and order.

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

41. **USE OF PROPERTY:** Buyer will occupy the property exclusively as Buyer's personal residence during the term of this  
42. Agreement. Buyer will make no alterations to the existing buildings or improvements on the property nor make any other  
43. improvements on the property, during the term of this Agreement, without first obtaining the written consent of Seller. Buyer  
44. may neither assign Buyer's rights nor sublease the property under this Agreement.

45. **HOLD HARMLESS:** Seller is not responsible for liabilities, claims, or expenses, from Buyer's use, possession, and  
46. occupancy of the property.

47. **QUIET ENJOYMENT:** Seller promises that upon Buyer's performance of Buyer's obligation in this Agreement, Buyer  
48. will peacefully and quietly have, hold and enjoy the property according to this Agreement.

49. **TERMINATION:** If the Purchase Agreement is not closed, Buyer will leave the property and give possession to Seller within  
50. seven days from the date of Seller's written notice to leave and this Agreement will end. Notice is considered given on  
51. the date mailed to Buyer at the above address. Buyer will leave the property in the same condition as it was when possession  
52. of property was delivered to the Buyer. If Buyer fails to leave the property and give possession to Seller, Seller is  
53. authorized to take any action permitted by law, to recover possession of the property. Seller will be entitled to recover  
54. from Buyer, in addition to all charges and reimbursements reserved in this Agreement, damages for Seller's loss of  
55. use in the amount of \$ \_\_\_\_\_ per day beginning with the date Buyer was to have given possession to Seller  
56. and all reasonable costs which result from obtaining possession of the property and enforcing the terms of the  
57. Agreement, including reasonable attorney's fees.

58. **FOR FURTHER TERMS SEE ATTACHED ADDENDUM.**

59. All other terms and conditions of the Purchase Agreement will remain the same.

60. \_\_\_\_\_ (Date) \_\_\_\_\_ (Date) \_\_\_\_\_ (Date) \_\_\_\_\_ (Date)

61. \_\_\_\_\_ (Date) \_\_\_\_\_ (Date) \_\_\_\_\_ (Date) \_\_\_\_\_ (Date)

62. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYERS AND SELLERS.**  
63. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**