

I hereby certify that this is a true and accurate copy of the original.



20100802000244720 1/2 \$15.00
Shelby Cnty Judge of Probate, AL
08/02/2010 09:26:30 AM FILED/CERT

Name: Greg Thompson

Signature: [Signature]

Date: 7/29/10

AGREEMENT FOR OCCUPANCY PRIOR TO CLOSING

Form approved by the Birmingham Association of REALTORS®, Inc.
March 29, 2006 (Previous forms obsolete and are no longer approved)

WHEREAS, the undersigned SELLER(S) James & Rhonda Metcalf
and BUYER(S) Greg & Anne Thompson
have entered into a contract dated 2/28/09, for the sale and purchase of the real property
(the "Sales Contract") commonly known or described as 2645 Buckhorn Circle
Birmingham, Alabama (the "Property") which contract is scheduled to close on or before
March 16, 2011 Buyer desires to take possession of and to occupy the Property before the
closing of the sale and Seller has agreed to allow Buyer to take possession of and to occupy the Property prior to
closing on the following terms and conditions:

NOW, THEREFORE, SELLER AND BUYER hereby agree as follows:

- POSSESSION:** Seller hereby grants permission to Buyer to take possession of the Property effective March 18, 2009 and to occupy same until the close of the Sales Contract, or until the right of possession is earlier terminated in accordance with this Agreement.
- CONDITION OF PROPERTY:** Buyer acknowledges inspection of the Property and hereby accepts the Property as is and as conforming to the requirements of the Sales Contract (except as to matters of title or survey, which shall be determined as provided in the said Sales Contract), subject only to the following (if any):

- RENT:** Buyer shall pay to Seller for the occupancy of said Property the sum of \$ 1,600⁰⁰ per month.
- HOLDOVER:** If the Sales Contract is not closed as scheduled or as extended, through no fault of Seller, Buyer agrees to vacate the Property within 30 days after service of a written notice from Seller. Any holding over thereafter shall create a day-to-day tenancy with a rent of \$ 50 per day. Except as to daily rent and tenancy, all other covenants and conditions herein contained shall remain in full force and effect during any holdover period.
- MAINTENANCE:** Buyer shall keep the Property and yards clean, sanitary, and in good order and repair during the term hereof and, if the said Sales Contract is not closed, Buyer shall surrender the Property in the same condition it was in prior to occupancy, reasonable wear and tear excepted.
- UTILITIES AND ASSESSMENTS:** During the term of this occupancy, Buyer shall be responsible for all utilities consumed and assessments that accrue on the Property. The Buyer and Seller shall reach an agreement regarding which utilities should be put in Buyer's name before Closing, but even if the utilities remain in Seller's name, Buyer shall pay to Seller the amount due for the utilities consumed and the assessments that accrue on the Property during the occupancy.
- ALTERATIONS TO PROPERTY:** Until Closing, no alterations or changes whatsoever shall be made by Buyer to the Property, unless approved by Seller in writing prior to commencement of such alteration or improvement.
- HOLD HARMLESS:** Buyer shall save and hold Seller harmless from any and all claims, demands, damages or liabilities arising out of Buyer's occupancy of the Property or otherwise caused or permitted by Buyer, Buyer's family, agents, servants, employees, guests and invitees.

9. **RISK OF LOSS (INSURANCE):** Buyer shall obtain prior to occupancy a copy of a certificate of insurance coverage and shall maintain during the term of this Agreement public liability insurance naming both Seller and Buyer as co-insureds in an amount of not less than \$ _____ for injury to one person; \$ _____ for injury to more than one person; and \$ _____ for property damage. If permitted by his/her insurer, Seller may agree to retain hazard and liability insurance on the Property until Closing. If Seller's insurer requires that Seller's policy be converted to a Landlord's Policy as a result of this Agreement, Buyer agrees to pay any additional premium cost. Buyer acknowledges that Buyer is solely responsible for insuring any personal property on the Property.
10. **USE:** The Property is to be used as a residence only, and only by Buyer and his/her immediate family. No pet except One Cat shall be kept on or about the Property without Seller's prior written consent. Buyer shall comply with any law or ordinance in the use of the Property, shall not permit waste or nuisance upon or about the Property, and shall not make any additions or alterations to the Property without the prior written consent of Seller.
11. **SECURITY DEPOSIT:** In addition to the earnest money paid under the Sales Contract, Buyer has deposited with Seller's agent \$ 15,000 as a security deposit. Seller may use therefrom such amounts as are reasonably necessary to remedy defaults in the payment of rent hereunder, to repair damages caused by Buyer, or to clean the Property, if necessary, upon the termination of Buyer's tenancy. The balance of the security deposit, if any, shall be mailed to Buyer's last known address within fourteen (14) days of surrender of Property if the sale does not close. If the Sales Contract closes, said security deposit shall be returned or credited to Buyer at the Closing.
12. **ATTORNEY'S FEES AND COSTS:** Buyer agrees to pay all costs, including a reasonable fee for an attorney, in any legal action that Seller may institute to enforce the terms of this Agreement, including eviction of the Buyer from the Property.
13. **ASSIGNMENT:** The right to occupy the Property as granted herein is personal to Buyer and any attempt to assign, transfer, or hypothecate the same shall be null and void.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

Witness to Buyer's Signature(s)

Witness to Buyer's Signature(s)

Witness to Seller's Signature(s)

Witness to Seller's Signature(s)

[Signature]
Buyer (Date)

[Signature]
Buyer (Date)

[Signature]
Seller (Date)

[Signature]
Seller (Date)

SECURITY DEPOSIT: Receipt is hereby acknowledged of the security deposit as hereinabove set forth:
_____ Cash _____ Check