



BUYER EARLY OCCUPANCY ADDENDUM

(C.A.R. Form BEO, Revised 12/21)

This is an addendum to the Purchase Agreement, OR ☐ Other _____ ("Agreement"),
dated _____, on property known as _____ ("Property"),
between _____ ("Buyer"),
and _____ ("Seller").

Buyer and Seller are referred to as the "Parties."

This addendum is intended for short-term occupancy (i.e. 29 days or less) by Buyer of Property before Close of Escrow. If occupancy is intended to be for 30 days or longer, use Interim Occupancy Agreement (C.A.R. Form IOA).

Note: Local rent control or other Law regarding tenant's rights may impact Buyer's and Seller's rights and obligations.

1. **TERM:** Buyer is granted possession of Property for _____ calendar days before Close Of Escrow (or ☐ _____). This Buyer Early Occupancy Addendum (BEO) shall terminate on the Close Of Escrow in the Agreement. Buyer has no right to remain in possession beyond this term unless (i) escrow has been extended by mutual agreement, or (ii) a subsequent Agreement for possession is agreed to in writing and signed by Buyer and Seller prior to the end of such term. Buyer may be responsible for court awarded damages if Buyer does remain beyond the termination date without a subsequent written Agreement.
2. **CONSIDERATION:** Buyer agrees to pay Seller (i) an "Early Possession Fee" for the term specified in 1 of, \$ _____ per Day (or ☐ _____), and (ii) to increase Buyer's deposit by \$ _____ in which case the Parties shall execute a separate liquidated damages clause (C.A.R. Form DID) at the time of entering into this BEO. Buyer shall deposit such funds with Escrow Holder immediately upon execution of this BEO and, if applicable, DID. If escrow is extended by mutual agreement Buyer shall pay Seller additional consideration for early occupancy in the amount of \$ _____ per day. At Close Of Escrow, the increased deposit will be applied towards the Purchase Price (or ☐ _____).
3. **UTILITIES:** Buyer agrees to pay for all utilities and services, and the following charges: _____ except _____, which shall be paid for by Seller.
4. **ENTRY:** Buyer shall make Property available to Seller for the purpose of entering to make necessary or agreed repairs, or to supply necessary or agreed services. Buyer and Seller agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Seller may enter Property at any time without prior notice.
5. **MAINTENANCE; ALTERATIONS:** Buyer shall maintain the Property, including any pool, spa, landscaping and grounds, and all of Seller's personal property included in the sale in substantially the same condition as on the date of this BEO. Except as provided in the Agreement, Buyer shall not make any alterations to the Property without Seller's prior written consent.
6. **ASSIGNMENT; SUBLETTING:** Buyer shall not assign or sublet all or any part of the Property, or assign or transfer the right to occupy the Property. Any assignment, subletting or transfer of the Property by voluntary act of Buyer, by operation of Law or otherwise, without Seller's prior written consent shall give Seller the immediate right to terminate Buyer's right to possession.
7. **INSURANCE:** Except as otherwise specified, Buyer's personal property (including vehicles and Seller's personal and real property) is not insured by the other Party, and, if applicable, not by the homeowner's association, against loss or damage. Each Party is to carry their own insurance to protect their respective property from such loss. Prior to occupancy Buyer shall obtain renter's insurance with liability coverage naming Seller as additional insured. Seller shall consult with existing insurance carrier or insurance broker to determine the effect on the existing policy if Buyer is permitted to occupy before Close Of Escrow. **Seller is advised not to let Buyer commence early occupancy until Seller has both (i) received and reviewed a copy of Buyers insurance and (ii) consulted with Seller's insurance adviser.**
8. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.
9. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** _____

BROKERS: BROKERS DO NOT RECOMMEND EARLY OCCUPANCY. BROKER HAS ADVISED BUYER AND SELLER TO CONSULT A QUALIFIED CALIFORNIA REAL ESTATE ATTORNEY TO DETERMINE WHETHER ENTERING INTO SUCH AN ADDENDUM TEMPORARILY OR PERMANENTLY CHANGES THE NATURE OF THEIR STATUS AS BUYER AND SELLER, AND THE LEGAL CONSEQUENCES AND IMPLICATIONS OF AN EARLY OCCUPANCY. IF BUYER AND SELLER AGREE TO EARLY OCCUPANCY THEY ARE DOING SO AGAINST THE ADVICE OF BROKER AND AT THEIR OWN RISK.

By signing below Buyer and Seller acknowledge that each has read, understands, has received a copy of and agrees to the terms of this Buyer Early Occupancy Addendum.

Buyer _____	Date _____
Buyer _____	Date _____
Seller _____	Date _____
Seller _____	Date _____

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BUYER EARLY OCCUPANCY ADDENDUM (BEO PAGE 1 OF 1)

