



(e) Seller shall obtain liability insurance in the minimum amount of \$ \_\_\_\_\_ and shall name Buyer as an additional insured. Seller shall deliver to Buyer the Certificate of Insurance identifying the Buyer as an additional insured \_\_\_\_\_ days prior to Closing. Seller shall further be required to obtain personal property coverage as Buyer and/or Buyer's insurance shall not be responsible for damage or loss to Seller's personal property.

(f) No later than \_\_\_\_\_ ) days prior to end of occupancy, Seller shall, at Seller's expense, remove all trash and junk both inside and outside the Property. Seller shall remove all remaining personal belongings from the Property; however, Seller may inhabit the Property until end of Post Occupancy period.

(g) Seller shall have the interior of the improvements on the Property cleaned. Cleaning shall include all appliances, cupboards, drawers, floors, jalousies, screens and windows. Seller shall also have the interior carpets professionally shampooed, with receipts provided to Buyer no later than \_\_\_\_\_ days prior to the date stated in Paragraph #2 above.

(g) If pets are allowed, Seller shall, at Seller's expense, remove any pets from the Property, and after carpets have been professionally shampooed, have the interior of the Property treated for fleas/ticks by a licensed pest control operator. Pets may not be returned to the property once cleaning and pet treatment have occurred.

(h) Prior to the end of the occupancy period, Seller shall schedule a final walkthrough date and time with Buyer, which shall occur no later than \_\_\_\_\_ days prior to the date stated in Paragraph #2 above.

(i) Seller shall deliver possession of the Property on the date and time specified in Paragraph #2 above, vacant and free of all occupants and belongings.

(Jason, I don't know how you'd like to re-word "date and time specified in Paragraph #2 above", whether it should "end of the post occupancy period", or something else. ☹ )

**9. RESPONSIBILITIES OF BUYER.** Buyer shall acquire the necessary insurance policy for fire and extended coverage, and liability on the Property effective from the Closing Date. Buyer should be aware that this Contract may compromise or possibly negate coverage under Buyer's homeowner's insurance policy and should consult with Buyer's insurance agent prior to Closing.

**10. HOLDOVER OCCUPANCY.** If Seller maintains occupancy of the Property beyond the Occupancy Date, Seller shall be deemed a Holdover Occupant and shall be liable for twice the Occupancy Fee on a prorated daily basis for each day Seller remains a Holdover Occupant. Upon demand, Seller shall return all keys to the Property to Buyer, remove all of Seller's personal property, and clean the Property as stated in paragraph (g) above. Buyer may immediately proceed with a summary possession action to regain possession of the Property. Seller will be responsible for Buyer's reasonable attorney's fees and costs for the enforcement of this Post Closing Occupancy Contract.

**11. PERMITTED OCCUPANTS.** The following persons (and pets, if applicable) are authorized to occupy the Property during Seller's post-closing occupancy period. No additional occupants are permitted without Buyer's prior written consent:

Name	Phone	Email

**11. ADDITIONAL TERMS AND CONDITIONS.**

**12. CONFLICT IN TERMS.** In the event there is a conflict between the terms and conditions of the Purchase Contract and this Post Closing Occupancy Contract, the terms of this Post Closing Occupancy Contract shall prevail. All capitalized terms appearing herein that are not defined shall have the definitions given to such terms set forth in the Purchase Contract.

**13. SURVIVAL AFTER CLOSING.** This Contract shall survive Closing of the transaction contemplated under the Purchase Contract.

Date \_\_\_\_\_ Date \_\_\_\_\_

Buyer's Name \_\_\_\_\_ Buyer's name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_ ETC.

Date \_\_\_\_\_

Buyer's Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

NOTE: THERE IS NO WARRANTY ON PLAIN LANGUAGE. An effort has been made to put this agreement into plain language. But there is no promise that it is in plain language. In legal terms, THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, THAT THIS AGREEMENT COMPLIES WITH CHAPTER 487 A OF THE HAWAII REVISED STATUTES. This means that the Hawaii Association of REALTORS™ is not liable to any Buyer, Seller, or other person who uses this form for any damages or penalty because of any violation of Chapter 487 A. People are cautioned to see their own attorneys about Chapter 487 A (and other laws that may apply).  Virtual Property Viewing occurs when a Party chooses to waive or forego an in-person viewing of the inside and/or outside of the Property, and instead views the Property remotely by video or photos provided by the Seller/owner, occupant, Brokerage(s) or any other source, or through some other method of viewing or imaging the Property without the Party having physically visited the Property and toured the inside and/or outside of the property.

Sight Unseen occurs when the Party chooses to waive or forego viewing of the inside and/or outside of the Property in any manner, either in-person or through Virtual Property Viewing.

PARTY ACKNOWLEDGES THE RISKS inherent in purchasing or renting the Property by Virtual Property Viewing or Sight Unseen.

1) \_\_\_\_\_ In the event of Virtual Property Viewing, videos and photographs may not accurately convey details of the property that may be important to the Party, including, but not limited to details regarding the condition of the Property, the scale of the rooms, the context of the neighborhood and surrounding areas, and sounds and smells that may be present in the Property or surrounding areas that could be detected in person.

2) \_\_\_\_\_ Photos and videos typically will not cover 100% of the Property, improvements, or yard, and will not show adjacent properties.

3) \_\_\_\_\_ If the Party was to view the Property in person, it is more likely that they would detect defects, adverse conditions, and other characteristics of the Property and environs, if any exist, that could influence the Party's decision to buy or lease the Property at a particular price and/or under certain terms.

The Broker makes no representations that any video, photo, or other representations of the Property, provided by the Brokerage or Broker, or obtained by the Party through any source, provides a complete or accurate representation of the Property in its entirety.

Broker has not inspected the Property or conducted any due diligence on Buyer's behalf.

(Brokerage Firm Name \_\_\_\_\_) and its representatives have recommended that the Buyer or someone that Buyer designates aside from their Broker, visit the Property to personally determine its condition and suitability for the intended purposes prior to making an offer.

1) \_\_\_\_\_ Buyer acknowledges a professional inspection by a licensed and/or certified inspector is strongly recommended. Failure to have the Subject Property professionally inspected may impact the value, usability, desirability, and enjoyment of the Subject Property.

2) \_\_\_\_\_ Buyer is advised to conduct all inspections they deem appropriate by licensed and/or certified professionals per their contractual rights.

By signing below, Buyer hereby holds (Broker name, or all encompassing phrase for both brokerages?) its Brokers, agents, and employees harmless from any and all claims including, but not limited to, claims of negligence and damages of any kind, or any other relief in any way relating to or arising out of any of the matters set forth herein.

Buyer agrees that if anyone other than themselves will occupy or acquire any interest in the Property with them, Buyer will obtain their signatures on this Agreement and, if they fail to do so, Buyer will defend, indemnify, and hold harmless (Brokerage firm(S) names?), its Brokers, agents and employees from any claims and losses by any such party that Broker would have been protected from had they signed it.

Question: "Sight Unseen" and Fair Housing. Is the name of this form appropriate?