

EARLY OCCUPANCY LEASE ADDENDUM

1. **THE PARTIES.** This Early Occupancy Lease Addendum ("Addendum") is made on _____ and is by and between:

Landlord: _____ ("Landlord") with a mailing address of _____ and

Tenant: _____ ("Tenant") with a mailing address of _____.

2. **LEASE AGREEMENT.** This Addendum shall be added to the lease agreement dated _____ ("Lease Agreement") for the property located at

_____, (the "Premises"), for a term beginning on _____ (the "Start Date").

3. **PURPOSE.** This Addendum is intended to supplement the terms of the Lease Agreement by allowing the Tenant to take possession of the Premises before the Start Date. All terms of the Lease Agreement remain in full force and effect. If there are any conflicts between this Addendum and the Lease Agreement, the terms of this Addendum shall take precedence. This Addendum is governed by the laws of the State in which the Premises is located.

4. **EARLY OCCUPANCY.** The Landlord grants the Tenant the right to occupy the Premises beginning on _____ (the "Early Occupancy Date") and continuing through the day before the Start Date (the "Early Occupancy Period"). The Landlord shall deliver possession of the Premises, together with all keys, access codes, and other means of access, to the Tenant on the Early Occupancy Date.

Tenancy: The Tenant's occupancy during the Early Occupancy Period is a tenancy under the Lease Agreement and not a license, guest stay, or other arrangement. The Tenant has the same rights and obligations during the Early Occupancy Period as during the term of the Lease Agreement, except as stated in this Addendum.

Conditions to Possession: The Tenant shall not take possession of the Premises before the Tenant has paid the security deposit and any other sum the Lease Agreement requires to be paid before occupancy, paid the Early Occupancy Rent set forth in Section 5, and provided proof of any insurance the Lease Agreement requires the Tenant to carry.

Delay in Delivery: If the Landlord is unable to deliver possession of the Premises on the Early Occupancy Date, the Early Occupancy Period shall begin on the date possession is actually delivered, the Early Occupancy Rent shall be

reduced in proportion to the days of occupancy lost, and neither the Lease Agreement nor the Start Date is affected.

Termination Before the Start Date: If the Lease Agreement is terminated or does not commence for any reason, the Tenant shall surrender the Premises, and the Landlord shall be entitled to possession only in accordance with the procedures required by applicable law. Nothing in this Addendum permits a self-help eviction, a lockout, or a termination of utility service.

5. EARLY OCCUPANCY RENT. The Tenant shall pay rent for the Early Occupancy Period as follows: *(check one)*

☐ - **Daily Rate.** The Tenant shall pay \$_____ for each day of the Early Occupancy Period, for a total of \$_____ covering _____ days.

☐ - **Flat Fee.** The Tenant shall pay a flat fee of \$_____ for the entire Early Occupancy Period.

☐ - **No Additional Rent.** The Tenant shall pay no additional rent for the Early Occupancy Period.

Payment: Early Occupancy Rent is due on or before the Early Occupancy Date and shall be paid in the manner required by the Lease Agreement. Early Occupancy Rent is in addition to the rent due under the Lease Agreement and does not reduce the rent due for the first month of the term. Early Occupancy Rent is not refundable except as provided in Section 4 or as required by law.

6. CONDITION OF THE PREMISES. The Tenant accepts the Premises in its present condition as of the Early Occupancy Date, except for any item the parties have agreed in writing that the Landlord will repair or complete. This acceptance does not waive the Landlord's duty to deliver and maintain the Premises in a habitable condition, to make repairs, or to comply with any building, housing, or occupancy code, and does not waive any other duty imposed by the Lease Agreement or by law.

Move-In Inspection: *(check one)*

☐ - **Completed Before Occupancy.** A written move-in inspection or condition checklist shall be completed and signed by both parties on or before the Early Occupancy Date.

☐ - **Completed After Occupancy.** A written move-in inspection or condition checklist shall be completed and signed by both parties within _____ days after the Early Occupancy Date.

Where the law of the State in which the Premises is located requires a written statement of condition, inventory checklist, or similar record to be prepared or

delivered within a set period after the tenant takes possession, that period begins on the Early Occupancy Date.

Utilities: *(check one)*

☐ - **Tenant.** The Tenant is responsible for the utilities and services the Lease Agreement assigns to the Tenant beginning on the Early Occupancy Date, and shall place them in the Tenant's name as of that date.

☐ - **Landlord.** The Landlord shall keep the utilities and services in the Landlord's name and pay for them through the day before the Start Date, after which the Lease Agreement governs.

Insurance: Any insurance the Lease Agreement requires the Tenant to carry shall be in effect on the Early Occupancy Date and shall remain in effect for the Early Occupancy Period. The Tenant shall deliver proof of that insurance to the Landlord upon request.

7. USE OF THE PREMISES. During the Early Occupancy Period:

- a.) the Tenant shall use the Premises only as permitted by the Lease Agreement;
- b.) only the persons named as tenants in the Lease Agreement, and any occupant the Lease Agreement permits, may occupy the Premises;
- c.) the Tenant shall make no alteration, addition, or improvement to the Premises without the Landlord's prior written consent; and
- d.) the Tenant is responsible for any damage to the Premises caused by the Tenant, the Tenant's occupants or guests, or any mover or contractor the Tenant engages, to the extent the Lease Agreement and applicable law make the Tenant responsible.

8. ADDITIONAL TERMS & CONDITIONS. The following additional terms and conditions are incorporated into the Lease Agreement:

9. BINDING EFFECT. This Addendum shall be binding upon the parties mentioned in the Lease Agreement and their respective heirs, successors, and assigns.

The parties acknowledge and agree they have read, understood, and voluntarily entered into this Addendum. This Addendum may be executed in counterparts, each of

which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Landlord's Signature: _____ **Date:** _____
Print Name: _____

Tenant's Signature: _____ **Date:** _____
Print Name: _____