

AFFIDAVIT OF OWNER-OCCUPANCY

In addition to the representations on the SPS Addendum dated _____, 20__, between Owner of Record (Seller) and Purchaser and any and all other contractual documents, for the property located at _____ (“Property”), I certify, agree, represent and acknowledge that:

1. All of the information provided in this Affidavit of Owner-Occupancy and any supporting documents requested by Seller and provided to Seller by me are truthful and accurate.
2. I understand that Seller will rely upon the information provided by me in determining whether to complete that sale of the Property to me.
3. I will occupy, establish and use the Property as my residence as soon as possible after closing and I will continue to occupy the Property as my residence for at least one year after the first date of occupancy.
4. I agree and understand that any misstatement or misrepresentation in this Affidavit of Owner-Occupancy will constitute a breach by me of the Contract of Sale, and will permit Seller the right to cancel the Contract of Sale and to exercise any remedies available under the Contract of Sale and applicable law.
5. I understand that any misstatement or misrepresentation in this Affidavit of Owner-Occupancy may subject me to criminal and/or civil liability.

Purchaser Signature

Date

Purchaser Signature

Date

Statement of Selling Agent

Selling Agent agrees and represents that to the best of Selling Agent’s knowledge the Purchaser intends to occupy the Property after closing as Purchaser’s residence. Selling Agent acknowledges that Seller is relying on this representation.

Selling Agent

Date