

AGREEMENT BETWEEN TENANTS IN COMMON

1. Parties. Agreement dated [date] between [name] of [address] (First Party), and [name] of [address] (Second Party). First Party and Second Party are sometimes referred to individually as "tenant in common," and collectively as "tenants in common" in this Agreement.

2. Identity of Property. First Party and Second Party have purchased and now each own an undivided one-half interest, as tenants in common, in certain real property located in [county, state], including all buildings and improvements located on such property, more particularly described in Exhibit "A" attached [omitted] (Property).

3. Intent of Parties. First Party and Second Party wish to define their rights and obligations with respect to the Property and, therefore, have executed this Agreement.

4. Exclusive Use. First Party grants to Second Party a right of exclusive occupancy and use of the Property. Such right shall exist until the death of Second Party or the termination of this Agreement in accordance with its terms.

[Alternative Paragraph]

4. Exclusive Use. First Party grants to Second Party a right of exclusive occupancy and use of the Property during the period [month and day] to [month and day] inclusive, in each calendar year. Second Party grants to First Party a right of exclusive occupancy and use of the Property during the period [month and day] to [month and day] inclusive, in each calendar year.

5. Right to Lease. [Used if alternative clause is utilized in Paragraph 4]. First Party or Second Party, respectively, may lease the Property to a third person during all or any part of the period to which each is entitled to exclusive occupancy and use. All terms of such lease shall be at the sole discretion of the tenant in common entitled to exclusive occupancy and use. There is no obligation to share the rents and profits of any such lease with the tenant in common not entitled to occupancy and use. The tenant in common leasing the Property shall be solely responsible for repair of any and all damage to the Property or its furnishings and other contents caused by tenant in common's lessee, and shall indemnify the other tenant in common for any claim or liability arising out of any such lease that is not satisfied by any insurance policy maintained for the Property.

6. Expenses. First Party and Second Party shall each pay one half of any and all monthly payments due on a certain note and mortgage, executed in favor of [bank], each dated [date] (which mortgage was recorded at [----] [number] page [number]), that create a caveat on the Property.

Second Party shall pay all reasonable and ordinary expenses required for operation and maintenance of the Property (Operating Expenses), including taxes and other governmental assessments, insurance premiums (as to which both tenants in common must be named as insureds), fuel and other utility charges, and costs of ordinary repairs (defined as any repair not exceeding \$250 in cost).

[Optional Paragraph]

First Party shall reimburse Second Party, on demand, for one half of all Operating Expenses.

7. Capital Improvements and Repairs. The written consent of both tenants in common shall be required prior to commencement of any capital improvement or extraordinary repair (defined as any repair exceeding..... dollars (\$.....) in cost) on or to the Property, or the grant of any mortgage or other lien secured by the Property.

8. Insurance Coverage. Second Party shall maintain the following insurance with respect to the Property: [type and level of coverage]. All such insurance policies shall name both tenants in common as insureds, so as to insure each party's full interest in the Property.

9. First Purchase Option.

- a. First Party and Second Party each grants to the other a "right of first refusal" with respect to any sale of or other transfer of ownership to, or any subsequent mortgaging of, their respective interests in the Property (hereafter, a transfer).
- b. The right of first refusal shall operate as follows:
 - i. As a condition to the right of either tenant in common to transfer the tenant in common's interest in the Property, the party who intends to make such transfer (Offeror) shall provide notice in writing to the other tenant in common (Offeree) of such intention. After an offer price is established as specified below, Offeror shall again provide notice in writing to Offeree of this intention to transfer Offeror's interest in the Property. Such notice shall specify all