



Post-Occupancy Agreement

THIS OCCUPANCY AGREEMENT, made by and between _____,
hereinafter referred to as the "Seller", and _____,
hereinafter referred to as "Buyer".

WITNESSETH:

WHEREAS, the parties have entered into a Contract for Sale relative to real property located at:
_____ ; and,

WHEREAS, the parties have agreed , inter alia, that the Seller may retain possession of the real
property subsequent to closing.

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter
contained, the parties hereto agree as follows:

1. The Buyer hereby grants to the Seller the right to occupy the real property situated at _____ from the date of closing until _____ with rent being payable in advance in the amount of \$ _____ for a total amount of _____.
2. The Buyer will maintain fire, hazard, liability and such other insurance on the Property as Buyer deems advisable. It is understood that Buyer's insurance does not cover the personal property of the Seller.
3. The Seller's right of occupancy of the real property shall be contingent upon the following:
 - a. The Seller will maintain and irrigate the grounds and landscaping.
 - b. The Seller shall be responsible to maintain all the real and personal property included in the sale in a clean and presentable condition.
 - c. The Seller will be responsible to pay any and all utilities or other services provided to the real property through the date of occupancy.
4. The Seller shall be responsible for any repairs or maintenance required during the term of the Seller's occupancy of the premises.
5. The Seller shall make no alterations to the premises or make other improvements on the premises without the prior written consent of the Buyer; nor shall the Seller have any power of authority to permit any mechanic's liens to attach to the premises.
6. The Seller agrees to hold the Buyer harmless from any injury or damages resulting to the Seller, his guests, or invitees upon the demised premises as well as any damage to any personal property maintained upon the premises.

7. The Seller shall deliver occupancy of the real property by _____ to the Buyer in a clean and presentable condition.
8. In the event the Seller fails to deliver occupancy of the real property to the Buyer on the date specified herein, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs in connection with the enforcement of this agreement.
9. Agreement is for the benefit and use as described herein to the "Seller" and "Buyer" and no other rights or conditions apply to "others". The parties hold harmless any Real Estate Brokerage, agents or other parties in the connection with the transaction involving the sale, closing or any other issues regarding the property.

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