SELLER'S POST-SETTLEMENT OCCUPANCY AGREEMENT

This Agreement is made on ____________________________ as part of the Sales Contract ("Contract") dated, ____________________________ between ____
____ ("Purchaser") and
____ ("Seller")
for the purchase and sale of the Property: ____
____

In consideration of the mutual terms of this Agreement, Purchaser permits Seller to occupy the Property after the time of Settlement under the following terms and conditions:

1. **OCCUPANCY CHARGE** Seller agrees to pay any "Occupancy Charge" at Settlement as follows: The actual amount of the Occupancy Charge will be: ☐ the carrying costs of Purchaser (defined as Principal, Interest, Taxes, and any Mortgage Insurance of the Specified Financing and the Hazard Insurance, HOA or Condo fees, if applicable, pro-rated accordingly) as calculated by the Settlement Agent at Settlement; **OR** ☐ $ ______________________________ per day; **OR** ☐ a flat fee in the amount of $ ______________________________ .

   The parties agree the Occupancy Charge is not rent and this Agreement is not a lease but a temporary right of use not subject to landlord-tenant law.

2. **OCCUPANCY DEADLINE**
   - **A. Deadline** Seller must vacate and give possession of the Property and keys to Purchaser on or before 9 p.m., ____ ("Deadline"). If Seller vacates before Deadline, Purchaser ☐ will refund any unused part of Occupancy Charge and thereby agrees to accept the date of vacating as Deadline, **OR** ☐ will not refund any unused part of Occupancy Charge. If vacating before Deadline, Seller must give Purchaser at least 3 days written Notice before vacating.
   - **B. Default** If Seller fails to vacate the Property by Deadline, Seller shall pay Purchaser double the daily Occupancy Charge **OR**, if checked, ☐ $ ____________________________________ per day. Seller shall also be responsible for any reasonable expenses incurred by Purchaser as a result of Seller's failure to vacate, such as, but not limited to, temporary accommodations, furniture storage, added moving costs, attorney's fees, and other costs of enforcing this Agreement.

3. **PROPERTY MAINTENANCE AND CONDITION** Except as otherwise agreed in writing, Seller will deliver the Property in substantially the same physical condition as on Settlement Date and broom clean with all trash and debris removed.

4. **SECURITY DEPOSIT** Seller will escrow at Settlement $ ___________________________ as a security deposit to be held by: ____ ("Escrow Agent"). Purchaser may, without prejudicing other legal rights and remedies, use all or any part of the security deposit to defray any costs incurred because of Seller's non-compliance with this Agreement. Purchaser must conduct a post-occupancy inspection of the Property and Deliver to Seller and Escrow Agent a list of

deficiencies within 3 business Days after Deadline, or waive any claim to the security deposit. If Escrow Agent does not receive this list of deficiencies within the specified time, Escrow Agent may release funds to Seller and will be held harmless by the parties for any future claim, action or demand. Should a dispute arise regarding the security deposit, Escrow Agent may require agreement of the parties before dispersing these funds.

5. **UTILITIES** Seller will keep all utilities registered in Seller's name and pay the costs until Deadline.

6. **RISK OF LOSS** Any personal property not included in the sale and kept on the Property by Seller shall be at Seller's risk. Seller shall hold Purchaser harmless from loss or damage to any personal property or bodily injury to any persons having access to the Property and shall maintain adequate insurance. Seller is responsible for maintaining insurance to cover Seller's personal property, if desired, during the period of this Agreement, until Seller vacates the property in accordance with the OCCUPANCY DEADLINE Paragraph above. Purchaser will maintain homeowner's insurance adequate to protect Purchaser's interest in the Property after the time of Settlement and during the period of this Agreement.

7. **ACCESS** Seller will permit Purchaser reasonable access to the Property and will deliver 1 set of keys to Purchaser at Settlement. If the Property is to be offered for rent, Purchaser or Purchaser's agent shall have the right to show the Property during reasonable hours 30 days before termination of this Agreement. Authority is granted to Purchaser's agent to: (i) place a "For Rent" sign on the Property and (ii) place an electronic lockbox on the Property containing keys necessary to obtain full access to the Property.

8. **OTHER TERMS:**____
____
____ .

SELLER:	**PURCHASER:**
________ / ____________________	________ / ____________________
Date Signature	Date Signature
________ / ____________________	________ / ____________________
Date Signature	Date Signature
________ / ____________________	________ / ____________________
Date Signature	Date Signature
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