Post Closing Occupancy Agreement

This **Post-Closing Occupancy Agreement** ("***Agreement***") is made on _____ by and between the parties below:

Buyer

_____

_____ _____

_____ _____ _____ _____

_____ _____

Seller

_____

_____ _____

_____ _____ _____ _____

_____ _____

Buyer and Seller are collectively referred to as the "***Parties***."

WHEREAS, Buyer and Seller entered into a purchase agreement dated _____ for the sale of the real property located at _____ _____ _____ _____ _____ _____ ("***Property***");

WHEREAS, title to the Property will transfer to Buyer on _____ ("***Closing***"); and

WHEREAS, Seller has requested, and Buyer has agreed, to permit Seller to remain in possession of the Property for a limited period after Closing under the terms of this Agreement.

Therefore, in exchange for the mutual promises in this Agreement, the Parties agree as follows:

1. Temporary Post-Closing Occupancy

Beginning immediately after Closing, Buyer grants Seller a personal, temporary right to occupy the Property until _____ at _____ ("***Occupancy Period***").

Seller's right to occupy the Property ends automatically at the end of the Occupancy Period unless Buyer and Seller sign a written extension. Seller has no right to remain in possession after that time.

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2. Nature of Occupancy

The Parties intend this Agreement to create a short-term contractual occupancy arrangement following the transfer of title. It is not intended to create a continuing landlord-tenant relationship or grant Seller any ownership interest, leasehold interest, or right to sublet the Property.

Nothing in this Agreement limits any rights or remedies that may apply under applicable law if Seller fails to vacate the Property as required.

3. Occupancy Fee

Seller shall pay Buyer an occupancy fee of _____ per day for each day of the Occupancy Period, for a total estimated amount of _____.

The occupancy fee shall be paid _____.

The occupancy fee is payment for temporary use of the Property and does not create a lease or extend Seller's right to remain after the Occupancy Period.

4. Holdback Funds

At Closing, Seller shall deposit _____ with _____ _____ ("***Escrow Holder***") as holdback funds ("***Holdback Funds***").

The Holdback Funds secure Seller's obligations under this Agreement, including timely vacancy, payment of occupancy fees, unpaid utilities, cleaning, repair of damage, removal of personal property, and other amounts properly due to Buyer.

Within _____ business days after Seller delivers vacant possession and Buyer completes a reasonable inspection, Buyer shall authorize release of the remaining Holdback Funds to Seller. If Buyer reasonably claims an amount from the Holdback Funds, Buyer shall provide Seller with written notice describing the claim and supporting documentation, if available.

Any undisputed amount shall be released promptly. Any disputed amount shall remain with the Escrow Holder until the Parties provide joint written instructions or the Escrow Holder receives a final legally binding direction.

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5. Condition and Care of Property

Seller shall keep the Property clean, secure, and in substantially the same condition as it was at Closing, ordinary wear from permitted occupancy excepted.

Seller shall not make alterations, repairs, improvements, or changes to the Property without Buyer's prior written consent. Seller is responsible for damage caused by Seller or Seller's family members, occupants, guests, contractors, pets, or invitees during the Occupancy Period.

Known conditions existing at Closing are described below:

Seller shall promptly notify Buyer of any material damage, malfunction, casualty, or condition that may affect the Property.

6. Utilities, Maintenance, and Property Expenses

Seller shall pay all utility charges and service costs incurred during the Occupancy Period, including electricity, gas, water, sewer, internet, trash removal, and similar services, unless otherwise stated below:

Seller shall maintain the Property during the Occupancy Period, including ordinary lawn care, snow removal, trash disposal, and routine care reasonably necessary to prevent damage or deterioration.

Buyer remains responsible for obligations arising from ownership of the Property, including mortgage payments, property taxes, and property insurance premiums, unless this Agreement states otherwise.

7. Insurance and Risk of Loss

Seller shall maintain insurance sufficient to cover Seller's personal property and personal liability arising from Seller's occupancy of the Property. Seller shall provide evidence of coverage upon Buyer's reasonable request.

Buyer shall maintain property insurance for the Property as Buyer considers appropriate after Closing.

Seller bears the risk of loss for Seller's personal property. Seller is responsible for losses, claims, injuries, or damages caused by Seller's acts or omissions, or by the acts or omissions of Seller's occupants, guests, contractors, pets, or invitees.

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8. Buyer Access

Buyer may enter the Property during the Occupancy Period upon reasonable advance notice to Seller, except in an emergency. Buyer may enter to inspect the Property, perform necessary repairs, verify compliance with this Agreement, or prepare for Buyer's possession after Seller vacates.

Seller shall not unreasonably interfere with Buyer's access.

9. Restrictions on Use

Seller shall use the Property only as a private residence. Seller shall not assign this Agreement, sublet any portion of the Property, permit additional occupants not disclosed to Buyer, operate a business from the Property, or use the Property for any unlawful purpose.

Seller shall comply with applicable laws, association rules, and property restrictions that apply to the Property.

10. Delivery of Vacant Possession

By the end of the Occupancy Period, Seller shall:

- Vacate the Property completely.
- Remove all personal property, trash, and debris.
- Return all keys, garage door openers, access cards, codes, and other means of entry to Buyer.
- Leave the Property in the condition required by the Condition and Care of Property clause.
- Provide Buyer with a forwarding address for notices and the return of any remaining Holdback Funds.

Seller's failure to complete these requirements means Seller has not delivered vacant possession.

11. Holdover and Default

If Seller remains in possession after the Occupancy Period, Seller shall pay Buyer a holdover charge of _____ per day until Seller delivers vacant possession. The holdover charge is in addition to, and not a replacement for, Buyer's other rights and remedies.

If Seller breaches this Agreement, Buyer may seek recovery for actual losses resulting from the breach, including reasonable costs of repair, cleaning, storage, removal of abandoned property where permitted by law, temporary accommodation, legal fees where recoverable, and costs of enforcing this Agreement.

Buyer shall use lawful procedures to regain possession of the Property. Seller remains responsible for obligations that arose before or during Seller's occupancy, even after Seller vacates.

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12. Indemnification

Seller shall protect, indemnify, and hold Buyer harmless from claims, losses, liabilities, damages, and reasonable expenses arising from Seller's occupancy of the Property or the conduct of Seller and Seller's occupants, guests, contractors, pets, or invitees during the Occupancy Period.

This clause does not require Seller to indemnify Buyer for a claim caused solely by Buyer's negligence or intentional misconduct.

13. Notices

Any notice under this Agreement must be in writing and delivered personally, by recognized courier, by certified mail, or by email to the addresses indicated in the first page of this Agreement.

A Party may update its notice information by written notice to the other Party.

14. Governing Law and Dispute Resolution

This Agreement is governed by the laws of the state, province, or territory where the Property is located, without regard to conflict-of-law rules.

Before starting formal legal proceedings, the Parties shall attempt in good faith to resolve any dispute through direct discussion. This requirement does not prevent either Party from seeking urgent legal relief to protect the Property, enforce vacant possession, or prevent immediate harm.

15. Entire Agreement and Amendments

This Agreement supplements the purchase agreement identified in the Recitals. If there is a conflict between this Agreement and the purchase agreement regarding Seller's possession after Closing, this Agreement controls.

This Agreement contains the entire understanding of the Parties regarding Seller's post-closing occupancy. Any amendment or extension must be in writing and signed by both Parties.

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16. Severability and Electronic Signatures

If any provision of this Agreement is found unenforceable, the remaining provisions remain effective to the fullest extent permitted by law.

The Parties may sign this Agreement electronically. Electronic signatures and electronically delivered copies are valid and binding to the same extent as original signatures, to the extent permitted by applicable law.

Signatures

By signing below, the Parties confirm that they have read, understood, and agreed to this Post-Closing Occupancy Agreement.

Buyer

Name

Date

Signature

Seller

Name

Date

Signature

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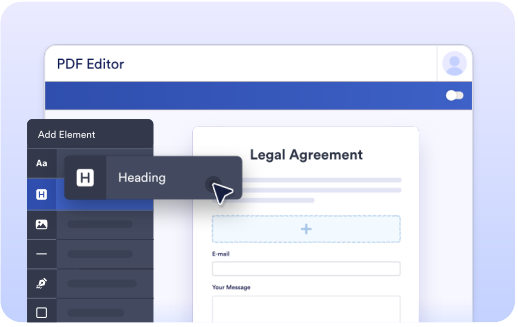
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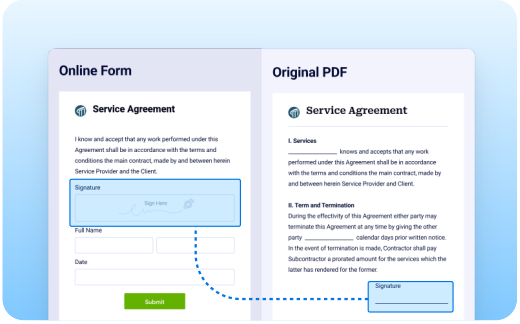
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