Rent Back Agreement

This **Rent Back Agreement** (“***Agreement***”) is made and entered into on ("***Effective Date***"), by and between the following parties:

Seller

Buyer

Buyer and Seller may be referred to individually as a “***Party***” and collectively as the “***Parties.***”

1. Purpose

This Agreement sets out the terms under which Seller, following the sale of the property to Buyer, will remain in temporary possession of the property as a tenant for a defined period after closing.

2. Property

The property subject to this Agreement is located at:

("***Property***").

3. Term of Occupancy

The rent-back occupancy shall begin on and shall end on (“***Occupancy Period***”), unless terminated earlier in accordance with this Agreement.

Seller agrees to vacate the Property on or before the end of the Occupancy Period and return possession to Buyer in accordance with the terms of this Agreement.

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4. Rent

Seller shall pay Buyer rent for the Occupancy Period in the amount of _____ per _____.

Rent shall be payable as follows:

Payment Due	Amount	Payment Method

Any rent not paid within _____ days of the due date may incur a late fee of _____.

5. Security Deposit

Seller shall provide a security deposit in the amount of _____ to Buyer prior to or on the commencement of the Occupancy Period.

The security deposit may be used by Buyer to cover:

- Unpaid rent
- Damage to the Property beyond normal wear and tear
- Costs associated with Seller's failure to vacate on time

Any remaining balance shall be returned to Seller within [Number] days after Seller vacates the Property, subject to applicable deductions.

6. Condition of Property

Seller acknowledges that ownership of the Property transfers to Buyer at closing and agrees to:

- Maintain the Property in its current condition
- Keep the Property clean and in good order
- Avoid causing damage beyond ordinary use

Seller shall not make any alterations, improvements, or repairs without Buyer's prior written consent.

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7. Utilities and Expenses

During the Occupancy Period, Seller shall be responsible for payment of:

- Utilities (including electricity, water, gas, and internet, if applicable)
- Routine maintenance costs arising from Seller's use

Buyer shall remain responsible for structural maintenance and any expenses related to ownership unless otherwise agreed.

8. Insurance and Risk

Seller is responsible for maintaining personal property insurance during the Occupancy Period.

Buyer shall maintain property insurance covering the structure. Seller assumes responsibility for any loss or damage to personal belongings.

9. Use of Property

Seller shall use the Property solely for residential purposes and shall:

- Not assign or sublet the Property
- Not engage in unlawful activities
- Comply with all applicable rules and regulations affecting the Property

10. Access and Inspection

Buyer may access the Property upon reasonable notice to:

- Inspect the condition of the Property
- Perform necessary maintenance or repairs
- Show the Property to prospective buyers, lenders, or inspectors, if applicable

11. Termination

This Agreement may be terminated:

- By mutual written agreement of the Parties
- By Buyer for cause if Seller fails to pay rent, causes material damage, or breaches any material obligation under this Agreement
- By Seller with _____ days' prior written notice, subject to Buyer's acceptance

Upon termination, Seller shall vacate the Property promptly and return possession to Buyer.

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12. Holdover

If Seller remains in possession of the Property after the Occupancy Period without Buyer's consent, Seller shall:

- Pay a holdover fee of _____ per day, and
- Be responsible for any resulting damages or losses incurred by Buyer

This clause does not grant Seller any right to continued occupancy.

13. Liability

Seller is responsible for any damage caused by Seller or Seller's guests during the Occupancy Period.

Buyer shall not be liable for injury, loss, or damage to Seller's personal property except where caused by Buyer's negligence or failure to meet obligations under this Agreement.

14. Governing Law and Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of _____.

Any disputes arising out of or in connection with this Agreement shall be resolved through good faith negotiations between the Parties. If unresolved, disputes may be submitted to a competent court of jurisdiction.

15. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the rent-back arrangement and supersedes all prior discussions or agreements on this matter.

16. Amendments

Any amendment to this Agreement must be made in writing and signed by both Parties.

17. Notices

All notices under this Agreement shall be in writing and delivered to the addresses of the Parties stated above or to any updated address provided in writing.

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18. Execution

This Agreement may be executed electronically and in counterparts, each of which shall be considered an original.

Seller

Name

Date

Signature

Buyer

Name

Date

Signature

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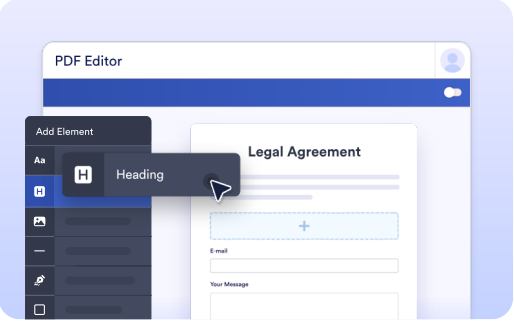
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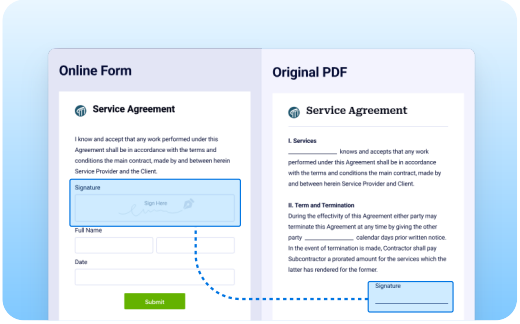
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