



POST CLOSING OCCUPANCY AGREEMENT

SELLER: _____

BUYER: _____

This Post Closing Occupancy Agreement represents a part of the Contract For Sale and Purchase of Real Property with the Effective Date of _____.

Brief Legal Description and/or Address: _____

In the event of inconsistencies between this Agreement and the Contract For Sale And Purchase of Real Property attached hereto, the provisions contained in this Agreement shall prevail and are intended to supersede anything in the Contract For Sale And Purchase Of Real Property inconsistent with this Agreement.

1. Seller shall remain in possession and occupancy of the subject premises after closing for various purposes, including, but not limited to, residing upon the subject premises.
2. Buyer shall allow Seller access to the subject property; but Buyer assumes no liability for any damages, injury or loss to Seller or Seller's personal property as a result of said post occupancy.
3. During Seller's occupancy, Seller shall be responsible for all utilities which shall be maintained in Seller's name, and shall continue in force or obtain a personal injury and liability insurance policy with minimum coverage limits of \$100,000/\$300,000, as well as an insurance policy covering Seller's personal property. It is specifically understood that should the real property being occupied by Seller, or personal property included in the sale, be damaged by fire or other occurrence during the time that the Seller is in possession, Buyer shall pay any insurance deductible and risk of loss of personal property shall be borne by the Seller.
4. Seller shall indemnify Buyer for any liability incurred by Seller as a result of said post-closing occupancy. This indemnification shall include Attorney's fees and court costs awarded to the prevailing party.
5. The parties agree that Seller shall pay an occupancy fee in an amount determined by prorating the Buyer's PITI payment and maintenance (if applicable) or a set agreed amount of _____ dollars (\$_____) per day. In addition, Seller shall place a security deposit in the amount of _____ dollars (\$_____) in escrow with the closing agent at the time of closing.
6. Seller shall be responsible for maintaining the premises in the same condition as at time of closing, including but not limited to lawn, shrubbery, and pool, if any. It is agreed that no changes, improvements, or additions shall be made without the express written consent of the Buyer. Seller shall be responsible for any damage, other than ordinary wear and tear, done on or to the premises. Seller shall not be responsible for damage caused by a force majeure.
7. The security deposit shall be returned to Seller following Seller vacating the property, provided Seller has maintained the property as required herein. The condition of the property shall be established by a second walk through examination.
8. This Agreement is intended only to give the Seller the right of possession through _____, and not to establish a Landlord/Tenant relationship.
9. It is specifically understood that should the premises be destroyed by fire or other occurrence during the time that the Seller is in possession, risk of loss of personal property shall be borne by the Seller.
10. It is understood that Seller shall vacate the property and deliver possession and all keys for locks, codes, alarms, and any and all transmitters/remotes if any, to Buyer no later than _____ and property shall be left in clean condition with all appliances in working order. In the event Seller fails to vacate as required herein the occupancy fee shall become _____ dollars (\$_____) per day.

11. Special Clauses:

12. The parties acknowledge that the Brokers involved with this transaction are not lawyers and have not provided legal advice regarding this document. This is a legally binding document and the parties should seek legal advice.

Buyer	Date	Seller	Date
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Buyer	Date	Seller	Date
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This Form Has Been Approved By The South Broward Board of REALTORS[®], Inc.