

**POST CLOSING OCCUPANCY AGREEMENT
(Daily Rent Required)**

WHEREAS, _____ (“PURCHASER”) and _____ (“SELLER”) have entered into a contract for the purchase and sale of property at _____ (the “Property”), which contract is dated _____, 20____; and

WHEREAS, SELLER desires to occupy the Property after closing and disbursement, and PURCHASER is willing to allow SELLER to occupancy in accordance with and subject to the terms and conditions herein set forth:

1. SELLER shall occupy the Property until _____, 20____, and agrees to pay PURCHASER _____ and _____/100 Dollars (\$_____.____) as rental per day from _____, 20____ until _____, 20____) (____ days) at the latest. A credit of \$_____.00 shall be given to the purchaser at time of closing for said rent. IN THE EVENT SELLER DOES NOT VACATE THE PROPERTY BY _____, 20____, SELLER SHALL PAY AN INCREASED RENTAL FEE OF \$_____.00 PER DAY.

1. SELLER shall be responsible for payment of all utilities and for insurance on contents until the date SELLER vacates the property. The PURCHASER agrees to maintain liability insurance on the Premises. SELLER agrees to indemnify and hold harmless PURCHASER and any lender holding a Deed of Trust on the property as collateral from any claims or actions which arise as a result of the SELLER’S occupancy.

2. SELLER agrees to reimburse PURCHASER for any and all damage or destruction to the property caused by SELLER, within ten (10) days of PURCHASER notifying SELLER of said damage and/or destruction.

1. SELLER agrees to reimburse PURCHASER for any and all costs of collection of the terms herein, including but not limited to reasonable attorney’s fees, court costs, collection costs, and travel expenses.

DATED this _____th day of _____, 20_____.

SELLER(S):

PURCHASER(S):

Compliments of Bernhardt Law Firm