Seller Post Closing Occupancy

Addendum / agreement date

Original Purchase and Sale Agreement date

Seller(s) - full legal names

Buyer(s) - full legal names

Property address, including town and state

Buyer permits Seller to remain in possession after closing solely under the terms below. This Agreement supplements the Purchase and Sale Agreement. Conflicting terms concerning post-closing occupancy are governed by this Agreement.

Vacate deadline (date and time) - time is of the essence

Occupancy charge ($) and basis (per day / month); proration method

Payment due at closing and timing / method of remaining payments

Escrow amount ($) and escrow holder name / firm

Holdover charge ($ per day)

Seller Post Closing Occupancy

1. Possession and condition. Seller shall deliver exclusive possession by the stated deadline, remove personal property not conveyed, and leave the Premises broom clean and in the condition required by the Purchase and Sale Agreement, ordinary wear and tear excepted. Seller is responsible for damage caused by Seller or Seller's occupants, agents, or invitees during occupancy.

2. Escrow and walkthrough. The stated amount shall be withheld from Seller's proceeds. Buyer and Seller shall coordinate a final walkthrough promptly after vacancy. The escrow holder may release undisputed funds on joint written direction. Disputed funds shall remain held pending joint written instructions or a court order. The escrow is not a limit on Seller's liability.

3. Insurance and indemnity. Seller shall maintain liability and contents coverage during occupancy, with Buyer named as an additional insured where available. Buyer shall maintain appropriate property coverage. The parties shall confirm coverage with their insurers before closing. To the extent permitted by law, Seller shall indemnify and hold Buyer harmless from injury, death, or property loss caused by negligent acts or omissions of Seller or Seller's agents or invitees. No indemnity is provided for Buyer's own negligence.

4. Expenses. Seller shall pay utilities during occupancy; Buyer shall pay real estate taxes. Occupancy charges and payment timing are as stated on page 1.

5. Default and holdover. The holdover charge stated on page 1 applies after the vacate deadline. Buyer shall give written notice of claimed default to Seller's attorney. Disputed escrow claims are handled under paragraph 2. Nothing authorizes self-help removal or waives rights that cannot lawfully be waived.

6. Enforcement and continuing effect. To the extent permitted by law, the prevailing party in an action to enforce this Agreement may recover reasonable attorney's fees and court costs. This Agreement survives closing and binds the parties, jointly and severally where applicable, and their successors.

IN WITNESS WHEREOF, the parties execute this Agreement. Each individual signing for an entity must state the entity and signing capacity.

Buyer 1 signature: _____ Date: _____

Buyer 2 signature: _____ Date: _____

Seller 1 signature: _____ Date: _____

Seller 2 signature: _____ Date: _____