

## OCCUPANCY AGREEMENT

“This is a legally binding contract. If not understood, seek competent legal advice.”

Date: \_\_\_\_\_

\*,\* referred to as the SELLER, and \*,\* referred to as the BUYER, agree: the parties have entered into a purchase and sale agreement, and WHEREAS:

Final settlement and closing \*,\* and SELLER desires to occupy the premises from the day of passing of title through \*,\*.

As rental, SELLER shall pay \$ \*,\* per day, with a minimum payment of \*,\* days.

The pro-rata utility service bills for the period of occupancy shall be paid by SELLER.

SELLER shall vacate the premises by \*,\*, which duty shall be specifically enforceable. SELLER shall give immediate notice of the date when they vacate once the same is known or reasonably estimable.

SELLER shall leave the premises in the same condition as at closing, ordinary wear and tear excepted.

It is specifically agreed that there is no tenancy created between the Buyers and Sellers, but we, the Sellers, are occupying the said premises on the sufferance of the Buyers.

In the event that any legal action is required to enforce the rights provided for herein, SELLER shall pay all reasonable attorneys fees and costs incurred by SELLER.

This agreement may not be modified unless the modification is in writing and executed by the parties hereto.

\_\_\_\_\_  
\*,\*, Seller

\_\_\_\_\_  
\*,\*, Buyer