

## OCCUPANCY AGREEMENT

Date:

Supplement to Purchase and Sale Agreement dated:  
\_\_\_\_\_, 19\_\_

I/We, \_\_\_\_\_, being the Buyer(s) of the property located at \_\_\_\_\_ do hereby allow the Seller(s), \_\_\_\_\_ to occupy the premises from the day of passing through \_\_\_\_\_, 19\_\_.

In return for said occupancy the Seller(s) agree to the following considerations:

1. For the period of time I/we occupy the premises, I/we will pay the above named Buyer(s) an occupancy charge of \$ \_\_\_\_\_ per day beginning the day after the passing and ending \_\_\_\_\_, 19\_\_. (This charge based on Buyer's PIT payment on a per diem basis.)

2. Such occupancy charge will be adjusted and paid on the day of passing.

3. Electric and fuel will be the responsibility of the Seller(s) through \_\_\_\_\_, 19\_\_.

4. If Seller(s) occupy after \_\_\_\_\_, 19\_\_ they will pay a charge of \$ \_\_\_\_\_ per day as liquidated damages in addition to the occupancy charge, unless given permission by the Buyer(s), in writing, to continue to occupy.

5. Seller(s) agree to leave the premises in the same condition as when papers were passed, reasonable wear and tear thereof expected.

6. I/we, the Seller(s), hold the Buyers harmless and blameless for any loss to our personal belongings regardless of cause.

7. Passing of papers does not constitute fulfillment of this Agreement, and this agreement shall survive the passing of papers.

8. It is understood 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.

9. \$ \_\_\_\_\_ Dollar deposit will be held by the Buyer's attorney to insure the Sellers conformance with this Agreement. Deposit to be paid at the closing and returned when Seller vacates in accordance with the terms herein.

