POST OCCUPANCY AGREEMENT

1. This Occupancy Agreement is between_____ herein after referred to as "Seller" and _____ herein referred to as "Purchaser" under the contract dated _____ on the property located at _____.

2. This Agreement will be supplement to and be part of the above mentioned contract sale, with all other terms remaining in full force and effect.

3. Both Sellers and Purchasers agree that proration will be made as of the date of closing and to pay a monthly rental fee of _____ commencing on _____ payable to_____ at_____. Payment not received by _____shall be considered delinquent and a late charge of _____will apply.

4. Seller agrees to keep the gas, electric and water service as applicable in their name and pay the bills for such utilities as they become due. All electrical, mechanical, and appliances shall be in working order as of date of occupancy, but Seller does not warrant their condition beyond such date.

5. Purchasers agree to inspect and accept, in writing, the above described property prior to Act of Sale, as per the Agreement to Purchase. Failure to accept the property in writing will be considered as acceptance and the terms of the contract will apply. Any exemptions must be noted at this time or Seller assumes no responsibility.

6. Sellers agree to assume all responsibility from any claims or actions which arise as a result of their acts, the acts of their agents, or anyone else entering the above property during their occupancy.

7. Purchaser and Seller agree to save and hold harmless Listing and Selling Agent/Broker from any damages that may occur as a result of the occupancy under this Agreement.

8. This Agreement is intended only to give Sellers the right of possession until _____, and is not intended to establish a Landlord and Tenant relationship. Sellers agree to vacate the premises by ___AM/PM on such date. No alterations of any kind will be made to the property.

9. It is specifically understood that should the premises be destroyed by fire or other occurrence during the time that the Sellers are in possession, the risk of loss of personal property will be borne by the Sellers. Sellers agree to maintain homeowner's insurance on subject property until termination of this Agreement. Purchasers agree to provide homeowner's insurance at Act of Sale, on subject property.

10. Sellers agree that they shall deposit $_____ upon execution of this agreement to be held by Purchaser's agent as a damage deposit until termination of this Occupancy Agreement. The Sellers agree that upon vacating they shall further restore said premises to the condition it was in at Act of Sale.

_____ _____

Seller Date Purchaser Date

_____ _____

Seller Date Purchaser Date