

# Temporary Occupancy Agreement For Seller After Closing Exhibit “ \_\_\_\_\_ ”

This Exhibit is part of the Agreement with an offer date of \_\_\_\_\_, 200\_\_\_\_, for the purchase and sale of real property located at: \_\_\_\_\_, Georgia \_\_\_\_\_.

1. Due to the Seller request to remain in the property after closing date. Buyer agrees that a sum of \$\_\_\_\_\_ will be held in escrow at time of closing by closing agent or such other agent as Buyer appoints. If Seller does not vacate the property by the above date, a charge of \$\_\_\_\_\_per day will be assessed and deducted from the escrowed amount or Seller financing amount.
2. Seller agrees to pay Buyer at the rate of \$\_\_\_\_\_per day for the privilege of remaining in the Property after the closing if no escrow is held. Said charges to Seller shall begin on \_\_\_\_\_, 20\_\_\_\_, and Seller shall pay the sum of \$\_\_\_\_\_to buyer on \_\_\_\_\_, 20\_\_\_\_. Any per diem adjustments for overpayment or underpayment shall be accomplished between Buyer and Seller on the date Seller vacates the Property.
3. Seller agrees to vacate the property on or before \_\_\_\_\_o'clock \_\_\_\_\_m. on the \_\_\_\_\_day of \_\_\_\_\_,200\_\_\_\_.
4. In the event Seller has not vacated the property within \_\_\_\_\_days following the above agreed upon date, all monies remaining in escrow of Seller financing would be forfeited. Seller agrees to be tenant(s) in sufferance giving Buyer full right to evict.
5. Seller agrees to maintain the gas, electric and water service in his name and pay the bills for such utilities as they become due.
6. It is specifically understood that should the Property be destroyed by fire or other casualties during the time that Seller is in possession pursuant to this Agreement, Seller shall bear the risk of loss on Seller's personal property.
7. Seller shall be liable for the expense of repairing any damage to the Property caused by Seller after the closing, normal wear and tear excepted.
8. Seller agrees to pay all costs of any legal action instituted by Buyer to enforce the terms of this Exhibit, including reasonable attorney's fees.
9. This Temporary Occupancy Agreement shall survive the closing.
10. Special Stipulations:

\_\_\_\_\_  
Seller: \_\_\_\_\_

\_\_\_\_\_  
Seller: \_\_\_\_\_

\_\_\_\_\_  
Buyer: \_\_\_\_\_