## AGREEMENT FOR OCCUPANCY AFTER CLOSING

Form approved by the Birmingham Association of REALTORS®, Inc. March 29, 2006 (Previous forms obsolete and are no longer approved)

and DI	WHEREAS, the undersigned SELLER(S)			
have e	DYER(S)			
	g of the sale and Buyer has agreed to allow Seller to keep possession of and to occupy the Property after g on the following terms and conditions:			
NOW,	THEREFORE, SELLER AND BUYER hereby agree as follows:			
1.	<b>POSSESSION</b> : Buyer hereby grants permission to Seller to keep possession of the Property until			
2.	<b>CONDITION OF PROPERTY</b> : Buyer acknowledges inspection of the Property and hereby accepts the Property as is and as conforming to the requirements of the Sales Contract (except as to matters of title or survey, which shall be determined as provided in the said Sales Contract), subject only to the following (if any):			
3.	<b>RENT:</b> Seller shall pay to Buyer for the occupancy of said Property the sum of \$ per			
4.	<b>HOLDOVER:</b> Any holding over after the date stated in paragraph 1 above shall create a day-to-day tenancy with a rent of \$ per day. Except as to daily rent and tenancy, all other covenants and conditions herein contained shall remain in full force and effect during any holdover period.			
5.	<b>MAINTENANCE:</b> After Closing, Seller shall keep the Property and yards clean, sanitary, and in good order and repair during the term hereof and Seller shall surrender the Property in the same condition it was in on the date of Closing, reasonable wear and tear excepted.			
6.	<b>UTILITIES AND ASSESSMENTS:</b> During the term of this occupancy, Seller shall be responsible for all utilities consumed and assessments (except property taxes) that accrue on the Property. The Buye and Seller shall reach an agreement regarding which utilities should be left in Seller's name after Closing, but even if the utilities are changed to Buyer's name, Seller shall pay to Buyer the amount due for the utilities consumed and the assessments that accrue on the Property during the occupancy.			
7.	<b>ALTERATIONS TO PROPERTY:</b> No alterations or changes whatsoever shall be made by Seller to the Property after Closing, unless approved by Buyer in writing prior to commencement of such			

alteration or improvement.

8.

HOLD HARMLESS: Seller shall save and hold Buyer harmless from any and all claims, demands,

damages or liabilities arising out of Seller's occupancy of the Property after Closing or otherwise caused

9.	RISK OF LOSS (INSURANCE): Seller shall maintain during the term of this Agreement public liability insurance naming both Seller and Buyer as co-insureds in an amount of not less than \$ for injury to one person; \$ for injury to more than one person; and \$ for property damage. If required by his/her insurer, Buyer may purchase hazard and liability insurance on the Property during the term of this Agreement, but Seller shall pay the cost thereof. If Buyer's insurer requires that Buyer's policy be converted to a Landlord's Policy as a result of this Agreement, Seller agrees to pay any additional premium cost. Seller acknowledges that Seller is solely responsible for insuring any personal property on the Property.  USE: The Property is to be used as a residence only, and only by Seller and his/her immediate family. No pet except shall be kept on or about the Property without Buyer's prior written consent. Seller shall comply with any law or ordinance in the use of the Property, shall not permit waste or nuisance upon or about the Property, and shall not make any additions or alterations to the Property after the Closing without the prior written consent of Buyer.				
10.					
11.	SECURITY DEPOSIT: At the Closing, Seller will deposit with Buyer's agent \$ as a security deposit. Buyer may use therefrom such amounts as are reasonably necessary to remedy defaults in the payment of rent hereunder, to repair damages caused by Seller, or to clean the Property if necessary, upon the termination of Seller's tenancy. The balance of the security deposit, if any, shall be mailed to Seller's last known address within fourteen (14) days of surrender of Property.				
12.	<b>ATTORNEY'S FEES AND COSTS:</b> Seller agrees to pay all costs, including a reasonable fee for an attorney, in any legal action that Buyer may institute to enforce the terms of this Agreement, including eviction of the Seller from the Property.				
13.	ASSIGNMENT: The right to occupy the Property as granted herein is personal to Seller and attempt to assign, transfer, or hypothecate the same shall be null and void.				
		EGALLY BINDING CONTRACT EFFECT OF ANY PART OF TH L ADVICE BEFORE SIGNING.	HS CONTRACT,		
Witnes	ss to Buyer's Signature(s)	Buyer	(Date)		
Witness to Buyer's Signature(s)		Buyer	(Date)		
Witness to Seller's Signature(s)		Seller	(Date)		
Witnes	ss to Seller's Signature(s)	Seller	(Date)		
SECU	RITY DEPOSIT: Receipt is herebyCash		posit as hereinabove set forth: _Check		