

TEMPORARY OCCUPANCY AGREEMENT FOR SELLER AFTER CLOSING AMENDMENT/ADDENDUM

1 In consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which
 2 is hereby acknowledged, the parties agree to amend, change, delete, supplement, or add terms to the Purchase and Sale
 3 Agreement with a (Select one):

4 Binding Agreement Date of 04/09/2022 OR Offer Date of _____

5 for the purchase and sale of real Property located at:
 6 1617 Old Hillsboro Road (Address),
 7 Franklin (City), Tennessee, 37069 (Zip).

- 8 **1. Occupancy Term.** Buyer shall allow Seller to occupy the Property until the 8th day of
 9 June, 2022 at 12 o'clock am/ pm ("Possession Date"). This time period
 10 from time of Closing to Possession Date shall be known as the "Occupancy Term". This agreement is not intended to
 11 be used for occupancy for more than sixty (60) days.
- 12 **2. Compensation & Default.** Seller shall pay Buyer as compensation for the use of the Property the sum of
 13 \$_____ per day after the Closing Date until the agreed upon Possession Date. Said amount shall
 14 be payable from Seller to Buyer at Closing. In the event Seller defaults and fails to deliver Possession of the Property
 15 on the Possession Date, the compensation shall be increased to \$_____ per day and shall be
 16 payable without demand by Buyer. Seller shall be responsible for payment of all costs and expenses including
 17 reasonable attorney's fees incurred by Buyer resulting from Seller's default. Days shall be deemed calendar days.
- 18 **3. Possession Transfer Inspection.** Seller agrees to transfer the Property in the same or better condition as of Closing
 19 and will be held responsible for any damage, maintenance, and repairs to the Property which occurs from the Date of
 20 Closing until possession is transferred to Buyer, normal wear and tear excepted. Buyer and Seller are encouraged to
 21 engage in a walk-through of the Property at the time of transfer of possession to confirm the condition of the Property.
 22 Buyer may seek damages against Seller for any damages occurring to the Property from the Closing Date to the date
 23 of transfer of possession, normal wear and tear excepted, or if items included in the Purchase and Sale Agreement are
 24 removed.
- 25 **4. Utilities.** Seller agrees to be responsible for all utilities (e.g. gas, water, electric, sewer, cable, internet, etc.) until
 26 possession of Property is transferred to Buyer. Seller agrees that Buyer shall not be responsible for said utilities nor
 27 for any damages caused to Property due to lack of utilities from date of Closing to date of transfer of possession.
- 28 **5. Insurance.** Seller is responsible for obtaining adequate insurance to cover Seller's personal property from the Closing
 29 Date until transfer of possession and shall hold Buyer harmless for any damage thereto. It is specifically understood
 30 that should fire, Act of God, or other occurrence destroy the Property during the time that Seller is in possession of
 31 the Property after Closing, Buyer shall bear the risk of loss of the improvements to the Property and Seller shall bear
 32 the risk of loss on Seller's personal property.
- 33 **6. Legal Relationship.** All parties agree that this Occupancy Agreement is not intended to, nor does it create, a
 34 relationship of Landlord and Tenant between the Buyer and Seller. This Occupancy Agreement merely grants the
 35 Seller the right to temporarily occupy the Property after the Closing of the transaction.
- 36 **7. Survival Clause.** This Occupancy Agreement shall survive the Closing.
- 37 **8. Keys to Property.** Seller shall provide Buyers with an entry key to the Property at the Time of Closing. Seller shall
 38 provide all remaining sets of keys and all garage door openers to Buyer at the time of transfer of possession of the
 39 Property.
- 40 **9. Access to Property.** Buyer agrees not to access the Property until Date of Possession without written permission
 41 from Seller except in cases of Emergency. An "Emergency" is a sudden, generally unexpected occurrence or set of
 42 circumstances which demands immediate action by Buyer due to insurance responsibilities of Buyer.

This form is copyrighted and may only be used in real estate transactions in which Frank F Baugh is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615-321-1477.

43 **10. Disclaimer and Hold Harmless.** Seller agrees to hold harmless, indemnify, and defend Buyer from and against any
44 claim or cause of action related to and/or arising out of any injury to the person or personal property resulting from
45 Seller's or Seller's invitee's use and occupancy of the Property. Buyer and Seller agree to hold harmless the Brokers
46 and their firms and Licensees from any and all liability or claims arising out of this Occupancy Agreement.

47 **11.** In the event there is a conflict between the terms and conditions of the Purchase and Sale Agreement and this
48 Occupancy Agreement, the terms and conditions contained in this Occupancy Agreement shall prevail.

49 **12. Additional Terms:**

50
51
52
53
54
55
56
57
58
59

60 Upon execution by Buyer and Seller, this Occupancy Agreement shall become part of the Purchase and Sale Agreement for
61 the aforementioned Property as if stated verbatim therein.

62 The party(ies) below have signed and acknowledge receipt of a copy.

63 _____	_____
64 BUYER	BUYER
65 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
66 Date	Date

67 The party(ies) below have signed and acknowledge receipt of a copy.

68 _____	_____
69 SELLER	SELLER
70 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
71 Date	Date

NOTE: This form is provided by Tennessee REALTORS® to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the Tennessee REALTORS® logo in conjunction with any form other than standardized forms created by Tennessee REALTORS® is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.

This form is copyrighted and may only be used in real estate transactions in which **Frank F Baugh** is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.



Copyright 2015 © Tennessee Association of Realtors®

Version 01/01/2022

RF627 – Temporary Occupancy Agreement for Seller after Closing Amendment/Addendum, Page 2 of 2

