**POST-CLOSING OCCUPANCY AGREEMENT**

**THE AGREEMENT IMPOSES IMPORTANT LEGAL OBLIGATIONS, MANY RIGHTS AND RESPONSIBILITIES OF THE PARTIES ARE GOVERNED BY CHAPTER 83, PART II, RESIDENTIAL BUYER AND SELLER ACT, FLORIDA STATUTES.**

 This Post-Closing Occupancy Agreement (“**Agreement**”) is entered by and between [Buyer names] (hereinafter referred to as “**Buyer**”) and [Seller names] (hereinafter referred to collectively as “**Seller**”) on this [day] day of [month], [year]. Buyer and Seller may collectively be referred to as the “Parties”. The Parties agree as follows:

1. PURCHASE CONTRACT. Buyer and Seller are the parties to that certain “AS IS” Residential Contract for Sale and Purchase for the real property located at [property address], and dated [effective date] (the “Purchase Contract”), with a closing date of [closing date] (“Closing”). The terms of the Purchase Contract are incorporated herein by reference.
2. PREMISES: Buyer hereby agrees to lease the Premises located at: [property address], to Seller, together with all appliances present at the Property as of the date of Closing.
3. TERM: This Agreement is for a period of [insert number of days/months]. The Agreement will start on [begin date] (begin date) and will end on [end date] (end date) (“Agreement Term”).
4. PAYMENTS and OTHER CHARGES: Seller shall pay the total amount of [dollar amount], which amount shall be collected by Escrow Agent at the Closing. Seller acknowledges that he/she is responsible for any fines or other assessments charged by the applicable Homeowner’s Association, if any, during the term of this Agreement.
5. AMOUNTS PAID PRIOR TO EXECUTION OF THE AGREEMENT: The Parties acknowledge that Seller remained in possession of the Property as of the Closing pursuant to the Purchase Contract. Seller accepts the property as-is. Seller shall pay a Security Deposit in the amount of [dollar amount] at Closing to be held in the escrow account of Escrow Agent during the term of this Agreement.
6. DEFAULTS: If Seller fails to perform or fulfill any obligation under this Agreement, Seller shall be in default of this Agreement. Subject to any statute, ordinance or law to the contrary, Seller shall have seven (7) days from the date of notice of default to cure the default. In the event Seller does not cure a default, Buyer may at Buyer’s option (a) cure such default and the cost of such action may be added to Seller’s financial obligations under this Agreement; or (b) declare Seller in default, terminate the Agreement immediately, and proceed with all available legal and equitable remedies. In the event of default, Buyer may also, as permitted by law, re-enter the Premises and re-take possession of the Premises.
7. POSSESSION AND SURRENDER OF PREMISES: At the expiration of this Agreement, Seller shall peaceably surrender the Premises to Buyer or Buyer’s agent in good condition as it was at the commencement of the Agreement, reasonable wear and tear excepted. In the event Seller fails to vacate the Premises at the expiration of the Agreement Term, Seller shall be considered a holdover tenant and shall pay monthly Rent in the amount of the fair market rental value for the Property during the holdover tenancy.
8. USE OF PREMISES: Seller shall only use the Premises as a residence. The Premises shall not be used to carry on any type of business or trade, without prior written consent of the Buyer. Seller will comply with all laws, rules, ordinances, statutes and orders regarding the use of the Premises.
9. ASSIGNMENT AND SUBAGREEMENT: Seller shall not assign or sublease any interest in this Agreement under any circumstances. Any assignment or sublease in violation of the terms of this paragraph shall, at Buyer’s option, terminate this Agreement.
10. DANGEROUS MATERIALS: Seller shall not keep or have on or around the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the risk of fire or explosion on or around the Premises or that might be considered hazardous by any responsible insurance company.
11. UTILITIES AND SERVICES: Seller is responsible for the payment of all utilities to the Premises, including all electric, water and telephone service. All utilities shall be in Seller’s own name and for his/her own account. Seller shall be responsible for lawn care and pest control.
12. PETS: Seller shall not keep any pets on the Premises without the prior written consent of the Buyer with the exception of [pet type, number, and breed].
13. ALTERATIONS AND IMPROVEMENTS: Seller agrees not to make any improvements or alterations to the Premises without prior written consent of the Buyer. If any alterations, improvements or changes are made to or built on or around the Premises, with the exception of fixtures and personal property that can be removed without damage to the Premises, they shall become the property of Buyer and shall remain at the expiration of the Agreement, unless otherwise agreed in writing.
14. DAMAGE TO PREMISES: If the Premises or part of the Premises are damaged or destroyed by fire or other casualty not due to Seller’s negligence, and the Premises is rendered uninhabitable, this Agreement shall terminate and possession shall be returned to Buyer.
15. MAINTENANCE AND REPAIR: Seller shall, at Seller’s sole expense, be responsible for maintaining the roof, air conditioning and heating system, windows, screens, doors, flooring, foundation, plumbing, electrical system, smoke detectors, exterior and interior walls, steps, hot water heater, and ceilings. Seller shall, at Seller’s sole expense, be responsible for all garbage removal and for the extermination of rats, mice, roaches, ants, and bedbugs, and the extermination of wood destroying organisms. Additionally, Seller will, at Seller’s sole expense, keep and maintain the Premises in good, clean and sanitary condition and repair during the term of this Agreement and any renewal thereof. Seller shall be responsible to make all repairs to the Premises, fixtures, appliances and equipment therein that may have been damaged by Seller’s misuse, waste, or neglect, or that of the Seller’s family, agent, or visitor. Seller shall be responsible for all maintenance, repair or replacement of any appliances or equipment.
16. SEVERABILITY: If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
17. LIENS: Seller shall not have the right or authority to encumber the Premises or to permit any person to claim or assert any lien for the improvement or repair of the Premises made by the Seller. Seller shall notify all parties performing work on the Premises at Seller’s request that the Agreement does not allow any liens to attach to Buyer’s interest.
18. **SELLER’S PERSONAL PROPERTY: BY SIGNING THIS AGREEMENT, SELLER AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, BUYER SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF SELLER’S PERSONAL PROPERTY.**
19. BINDING EFFECT: The covenants and conditions contained in the Agreement shall apply to and bind the parties and the heirs, legal representatives, successors and permitted assigns of the parties.
20. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
21. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Buyer and Seller.
22. WAIVER: The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The acceptance of rent by Buyer does not waive Buyer’s right to enforce any provisions of this Agreement.
23. INDEMNIFICATION: To the extent permitted by law, Seller will indemnify and hold Buyer and Buyer’s property, including the Premises, free and harmless from any liability for losses, claims, injury to or death of any person, including Seller, or for damage to property arising from Seller using and occupying the Premises or from the acts or omissions of any person or persons, including Seller, in or about the premises with Seller’s express or implied consent except Buyer's act or negligence.
24. ATTORNEYS’ FEES: In the event of any legal action by the parties arising out of this Agreement, the losing party shall pay the prevailing party reasonable attorneys' fees and costs in addition to all other relief.
25. INSURANCE: Buyer and Seller shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Seller understands that Buyer will not provide any insurance coverage for Seller’s property. Buyer will not be responsible for any loss of Seller’s property, whether by theft, fire, riots, strikes, acts of God, or otherwise. Buyer and Seller shall each be responsible for loss, damages, or injury caused by its own negligence or willful conduct.

 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

BUYER: SELLER:

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