

# OCCUPANCY AGREEMENT

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your situation, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice.

This Occupancy Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[OWNER / SELLER LEGAL NAME], with an address at [OWNER ADDRESS] (the "**Owner**"); and

[OCCUPANT / BUYER LEGAL NAME], with an address at [OCCUPANT ADDRESS] (the "**Occupant**").

The Owner and Occupant are each a "**Party**" and together the "**Parties**." This Agreement concerns the residential real property located at [PROPERTY ADDRESS] (the "**Property**").

**Recitals.** The Parties are entering into a sale of the Property under a purchase agreement dated [PURCHASE AGREEMENT DATE] (the "**Purchase Agreement**"), with a scheduled closing on [SCHEDULED CLOSING DATE] (the "**Closing**"). One Party needs temporary occupancy of the Property either before Closing (a "**Pre-Closing Occupancy**," with the buyer taking early possession) or after Closing (a "**Post-Closing Occupancy**," with the seller remaining in possession after the sale). This Agreement governs that temporary occupancy and is not a lease creating a tenancy unless applicable law treats it as one. The Parties agree as follows.

## 1. Type and Term of Occupancy

**1.1 Type of occupancy.** This Agreement is a [PRE-CLOSING OCCUPANCY by the Buyer / POST-CLOSING OCCUPANCY by the Seller]. The Party in possession under this Agreement is the [Buyer / Seller] and is referred to as the "**Occupant**" for this Agreement.

**1.2 Occupancy period.** The Occupant may occupy the Property from [START DATE/TIME] until [END DATE/TIME] (the "**Occupancy Period**"). The Occupancy Period may be shortened or extended only by a written agreement signed by both Parties.

**1.3 No tenancy intended.** The Parties intend this Agreement to create a temporary license to occupy in connection with the sale, not a landlord-tenant relationship. If applicable local law nonetheless treats the occupancy as a tenancy, the Parties intend it to be the shortest and most limited tenancy that law allows, and the Owner reserves all rights that law provides.

**1.4 Relationship to Purchase Agreement.** This Agreement supplements the Purchase Agreement. If the Purchase Agreement is terminated, this Agreement terminates and the Occupant will vacate as provided in Section 6.

## 2. Occupancy Fee and Deposit

**2.1 Occupancy fee.** The Occupant will pay an occupancy fee of [AMOUNT] per [DAY / MONTH] for the Occupancy Period, calculated to approximate the Owner's [carrying costs / market rent]. [For a short pre- or post-closing occupancy, the Parties may instead agree to a flat fee or no fee — specify here.]

**2.2 Payment.** The occupancy fee is due **[in advance at the start of the Occupancy Period / at Closing / as follows: [TERMS]]**. Any per-day fee for a holdover beyond the Occupancy Period is due daily.

**2.3 Security deposit.** The Occupant will deposit **[AMOUNT]** with **[the Owner / the closing/escrow agent]** as security for the Occupant's obligations under this Agreement (the "**Deposit**"). The Deposit will be returned, less lawful deductions itemized in writing, within the time required by applicable local law after the Occupant vacates and the Property is inspected.

**2.4 Application of deposit.** The Owner may apply the Deposit to unpaid fees, holdover charges, and the cost of repairing damage beyond normal wear and tear, as permitted by applicable law.

### 3. Condition, Use, and Maintenance

**3.1 Condition at start.** The Parties **[have completed / will complete]** a walk-through and condition report at the start of the Occupancy Period, attached as **Exhibit A**, documenting the condition of the Property.

**3.2 Permitted use.** The Occupant will use the Property only as a private residence and will not conduct any business, sublet, or allow additional occupants beyond those listed: **[LIST OCCUPANTS]**.

**3.3 Maintenance and utilities.** During the Occupancy Period, the Occupant will keep the Property clean and undamaged, will not alter the Property, and will pay for **[utilities / specified utilities]**. The Occupant will promptly report any needed repair to the Owner.

**3.4 No alterations or removal.** The Occupant will not make alterations to the Property and, in a Post-Closing Occupancy, the Seller will not remove any fixture or item that conveyed to the Buyer under the Purchase Agreement.

### 4. Risk, Insurance, and Liability

**4.1 Insurance.** Each Party will maintain insurance appropriate to its interest: the Occupant will maintain **[renter's/personal-property and liability]** insurance, and the Owner will maintain **[property/hazard]** insurance, each for the Occupancy Period. The Parties will confirm with their insurers that the arrangement is covered.

**4.2 Risk of loss.** Risk of loss to the Property passes as provided in the Purchase Agreement and applicable law. The Occupant bears the risk of loss to the Occupant's own personal property.

**4.3 Release and indemnity.** To the fullest extent permitted by applicable law, the Occupant assumes the risks of occupancy and will indemnify and hold the Owner harmless from claims arising from the Occupant's use of the Property during the Occupancy Period, except to the extent caused by the Owner's gross negligence or willful misconduct.

**4.4 Utilities and hazards.** The Occupant will operate all systems safely, will not create a hazard, and is responsible for any fine, penalty, or damage caused by the Occupant's misuse.

### 5. Access and Right of Entry

**5.1 Owner access.** The Owner (and, before Closing, the Owner's agents and inspectors) may enter the Property on reasonable prior notice to inspect, make repairs, or show the Property, except in an emergency when no notice is required.

**5.2 Final walk-through.** The Parties will conduct a final walk-through at the end of the Occupancy Period to compare the condition of the Property to the starting condition report.

5.3 **Cooperation.** Each Party will cooperate reasonably to allow the transaction to close and the occupancy transition to proceed smoothly.

6. End of Occupancy, Holdover, and Default

6.1 **Surrender.** At the end of the Occupancy Period, the Occupant will vacate the Property, remove the Occupant's personal property, and return it broom-clean and in the same condition as at the start, except normal wear and tear.

6.2 **Holdover.** If the Occupant remains in the Property after the Occupancy Period without the Owner's written consent, the Occupant will pay a holdover fee of [AMOUNT] per day and will be liable for the Owner's resulting damages. The Owner may pursue all remedies available under applicable law, which may require a formal eviction or unlawful-detainer process; the Owner will follow the procedure required by local law and will not engage in any self-help removal that local law prohibits.

6.3 **Default.** If a Party breaches this Agreement and fails to cure within [NUMBER] days after written notice (or immediately for a health-or-safety breach), the non-breaching Party may exercise the remedies available under this Agreement, the Purchase Agreement, and applicable law.

6.4 **Failure to close.** If Closing does not occur, the Occupant will vacate within [NUMBER] days of written notice (or immediately if required by the Purchase Agreement), and the Parties' rights as to the Deposit and fees are as stated in the Purchase Agreement.

7. General Provisions

7.1 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules, and is subject to the landlord-tenant, occupancy, and consumer rules of [COUNTY, STATE] to the extent they apply. The Parties submit to the jurisdiction of the courts of [COUNTY, STATE].

7.2 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

7.3 **Entire agreement; amendment.** This Agreement, with its Exhibit and the Purchase Agreement, is the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties.

7.4 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A failure to enforce a provision is not a waiver.

7.5 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

OWNER	OCCUPANT
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [N/A]	Title: [N/A]

---

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit A — Move-in condition report and walk-through**

---

*Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.*