



RENT BACK AND POST POSSESSION AGREEMENT

THIS AGREEMENT made on _____, 200____, by and between _____, (hereinafter referred to as SELLER);” and _____, (hereinafter referred to as BUYER)”

WHEREAS, Seller and Buyer have previously entered into a Residential Sale Contract for the property commonly known as _____ (hereinafter referred to as the PROPERTY);”

WHEREAS, Seller wishes to retain possession of the property after closing for the period through _____ @ _____ A.M./P.M. (circle one).

WHEREAS, Seller and Buyer wish to enter into this agreement to provide for the rent back and possession of the property by the Seller after closing.

In consideration of the mutual covenants and agreements recited herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties, it is hereby mutually agreed upon by the parties as follows:

Seller shall pay to Buyer a daily rate equal to \$ _____ for each and every day that Seller remains in possession of the property, the payment of which shall commence on the day of C.O.E. , through, and including the final date for a sum total of \$_____. The rental provided for hereunder shall be paid on the day of C.O.E. , and must be paid for the entire duration of the post possession period as provided for herein, even if possession is relinquished prior.

Seller shall pay all utility charges associated with the property including, without limitation, water, sewer, gas and electrical charges and shall keep the utilities only in Seller s name until such time as Seller vacates the property.

Seller hereby covenants and agrees to peaceably vacate the property on or before _____ @ _____ A.M./P.M. (circle one), to have all of Seller s property removed there from by said date and time and to leave the property in substantially the same condition (*“broom sweep condition ”*) as existed at closing-- normal wear and tear expected. Seller further agrees to pay the sum of \$ _____ per day for each and every day, or fraction thereof, that Seller remains in possession of the property after _____ @ _____ A.M./P.M (circle one).

Seller hereby acknowledges and agrees that Buyer is not responsible for any damage incurred to Seller s personal property during Seller s use and occupancy of the property as herein delineated. Seller further acknowledges and understands that Buyer has no insurance for said purpose. Seller, covenants and agrees to indemnify and hold Buyer(s), harmless from any and all of any kind or character whatsoever, occasioned by Seller s use and occupancy of the property.

The terms and provisions of this Agreement shall, and do, survive the closing of this transaction

IN WITNESS WHEREOF, Seller and Buyer have each executed this agreement:

Seller Name _____ Date _____ Seller Name _____ Date _____

Seller Signature _____ Date _____ Seller Signature _____ Date _____

Buyer Name _____ Date _____ Buyer Name _____ Date _____

Buyer Signature _____ Date _____ Buyer Signature _____ Date _____