



Sale Agreement # _____

AGREEMENT TO OCCUPY AFTER CLOSING, Page 1 of 4

1 Buyer(s) _____
 2 Seller(s) _____
 3 Property Address _____

4 Buyer and Seller have executed a **REAL ESTATE SALE AGREEMENT** # _____ ("Sale Agreement") dated _____
 5 for the property at _____
 6 ("Premises"). **Seller desires to occupy the Premises after closing.**

7 **1. OCCUPANCY:** Buyer grants to Seller the right to occupy the Premises for residential use. Buyer retains use of the following portion(s) of the Premises:
 8 **2. TERM:** The term of this Agreement shall not exceed ninety (90) days. The right to occupy shall begin on the date of closing (as that term is defined in the
 9 Sale Agreement) and continue until _____ ("**Term**"), after which time Seller shall have no legal right to occupy the Premises. If the
 10 transaction fails to close according to the terms of the Sale Agreement, this Agreement to Occupy After Closing shall become automatically void and of no
 11 effect.

12 **3. COMPENSATION:** At the time of closing, or _____ Seller shall pay rent in the amount of
 13 \$ _____ per day for the **Term specified in Section 2. The total amount of daily rent for the Term is \$ _____ ("Total Rent"). The Total Rent**
 14 **shall be paid** In a lump sum t Escrow at the time of closing and disbursed to Buyer, or Directly to Buyer in the rental amounts and on the due dates as
 15 follows:

16 _____
 17 _____
 18 If the term shall continue for more than thirty (30) days, rent shall be paid as follows: _____ Rent shall be paid to Buyer at the
 19 following address: _____

20 If ~~the any rental payment remains~~ rent is unpaid for four (4) days after the due date, in addition to any other remedies allowed by law or this Agreement,
 21 Seller shall pay a late charge of
 22 \$ _____ (\$50.00 if not filled in) per day, commencing on the 5th day from the due date of the unpaid rental payment ~~of the month,~~
 23 until it and the late charges are fully paid in full.

24 If rent or late fees, if any, are not paid within seven (7) days including the due date, then Buyer may post a written notice on the front door of the Premises that
 25 if the unpaid sums are not paid within seventy-two (72) hours of the time and date of posting (to be noted on said notice) this Agreement to Occupy will
 26 automatically terminate and the Buyer may take immediate possession of the Premises.

27 **4. PURPOSE:** The Premises shall be used by Seller exclusively as a private residence and shall be occupied by no more than _____ persons without the
 28 prior written consent of Buyer.

29 **5. SERVICES, MAINTENANCE AND RISK OF LOSS:** Seller has inspected the Premises and accepts the Premises on an "AS-IS" basis with the
 30 exception of the following repairs to be made:

Repair:	Party Responsible for Payment:
_____	_____
_____	_____
_____	_____
_____	_____

Buyer Initials _____ / _____ Date _____

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Seller Initials _____ / _____ Date _____

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36 Seller shall, at Seller's sole expense, maintain heating, cooling, sewer, water, plumbing, and electrical systems and any built-in appliances and equipment in
37 normal working order and shall keep the roof water-tight and maintain the grounds, beginning on the commencement date specified in Section 2, above. Seller
38 shall make no structural alterations to the interior or exterior of the Premises without Buyer's prior written consent. Seller shall pay all utility bills accrued to date
39 Buyer is entitled to possession. Exceptions:

40
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42

43 FOR THE PURPOSE OF DETERMINING WHICH PARTY SHALL BEAR ANY RISK OF LOSS OR THE EXPENSE OF REPAIRING UNKNOWN DEFECTS
44 OR DAMAGES THAT OCCUR OR APPEAR AFTER CLOSING AND DURING THE TERM OF SELLER'S POSSESSION, THE FOLLOWING RULES APPLY:

45 (A) Buyer shall assume all risk of loss as of the date of closing (as that term is defined in the Sale Agreement) subject only such obligations assumed by Seller
46 in the Sale Agreement that were intended to survive closing. This provision shall not be construed as a limitation on Buyer's remedies for Seller's failure to
47 disclose any known defects prior to closing. (B) The following shall apply to damages or expenses of maintenance:

48 (1) Seller shall be responsible for the cost of any replacements or repairs due to any damage to interior or exterior of the Premises after the commencement
49 date specified in Section 2, caused by Seller's intentional reckless or negligent conduct.

50 (2) Buyer shall reimburse Seller for any expense of maintenance, repair or replacement resulting from Seller's reasonable, non-negligent use of the Premises,
51 providing Buyer has consented to such maintenance, repair and replacement.

52 (3) Buyer shall not be required to submit any claims, losses, damages, and expenses to Buyer's insurance company resulting from Seller's negligent, reckless
53 or intentional acts. In the event that a claim is submitted any proceeds received shall be applied toward the cost of repair or replacement as well as
54 reimbursement to Buyer for any sums advanced. If insurance proceeds are insufficient, Seller shall pay any additional costs for negligent, reckless or
55 intentional acts causing damage to the Property.

56 Seller shall cooperate with Buyer and Buyer's insurance company in submitting any claims to Buyer's insurance company.

57 If the Premises has oil heat, the oil shall be measured and Seller shall purchase such portion as would be used for the term of occupancy provided in Section
58 2, above.

59 Seller shall properly maintain all lawns, shrubbery, grounds and other landscaping.

60 6. SECURITY DEPOSIT/CONDITION OF PREMISES AT END OF TERM: Unless the following box is checked, Seller
61 shall not be required to pay a security deposit as a part of this Agreement. [] Seller shall pay a security deposit ("Deposit")
62 in the amount of \$ (\$500 if not filled in) at or before closing [] Directly to Buyer; [] Directly to Escrow
63 for prompt disbursement to Buyer. The Deposit does not need to be held in a segregated account or a trust account, and no
64 interest shall accrue thereon. The Deposit may be applied by Buyer toward any damages or defaults caused by Seller under
65 this Agreement. Provided, however, Buyer may not apply any portion of the Deposit toward the expenditure of Buyer's own
66 time related to any damage or default of Seller.

67 At the end of the Term ("the Deadline"), it is agreed that Seller shall have fully vacated the Property and removed all of
68 Seller's furniture, furnishings, and personal property not otherwise sold/transferred to Buyer as a part of this transaction, and
69 shall have removed all accumulated trash and debris in or around the Property. It is the intent of the parties that by or before
70 the Deadline, Seller shall have delivered possession of the Property to Buyer, together with all systems therein, including
71 the lawns, shrubbery, grounds and other landscaping, in substantially the same condition as it was when they entered
72 into the Sale Agreement.

73 If Seller has fully vacated the Property in accordance with the terms of this Agreement, and there are no damages or defaults
74 thereunder, Buyer shall refund the entire Deposit within three (3) business days following the date Seller notifies Buyer that

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75 the Property has been fully vacated. If there are damages or defaults under this Agreement, Buyer shall provide Seller with
76 the following Required Information: (a) A written explanation of them (including any supporting evidence); (b) A reasonable
77 accounting of how the Deposit was applied; and (c) An itemization of the actual costs expended. If Buyer paid a third-party
78 for labor or materials to help remedy or cure any damages or defaults caused by Seller, the Required Information shall
79 include copies of all receipts from said provider(s). If Buyer has not actually paid any third parties, but has good faith arms-
80 length written bids for doing so, Buyer shall include them in lieu of receipts, together with a representation that Buyer will
81 employ the maker of the bid(s) to perform the work. All Required Information shall be provided to Seller within ten (10)
82 business days following the date Seller notifies Buyer that the Property has been fully vacated. If any of the Deposit remains
83 after deducting the costs incurred, or to be incurred, to remedy or cure the defaults or damages under this Agreement, it shall
84 be refunded to Seller together with the Required Information.

85 If Seller fails or refuses to vacate the Property by the Deadline, in addition to any other sums provided above, or remedies
86 sought to recover possession, Buyer may withhold from the Deposit a sum equal to the per diem charge payable to Buyer's
87 lender for principal, interest, property taxes and insurance for every day, or portion of a day, that Seller retained possession
88 beyond the Deadline. If there is no lender, Buyer may withhold a sum equal to the per diem fair rental value of the Property
89 for said period. Nothing herein shall be construed to prevent Buyer from pursuing further remedies for damages or defaults
90 exceeding the Deposit.

91 6. SECURITY, CLEANING AND ALTERATIONS: Seller shall pay a fee of \$ _____ (\$500 if not filled in) which shall be used to clean and restore the
92 Premises if Seller fails to do so prior to departure at the end of the term. Any unused portion of said fee shall be refunded to Seller.

93 7. PETS: Seller is is not permitted to keep pets on the Premises. If permitted, pet(s) shall be limited to: _____

94 Seller is responsible for damage caused by Seller's pets.

95 8. ACCESS AND REPAIR: Seller agrees to admit Buyer or Buyer's authorized agent at reasonable times for the purpose of inspecting the Premises or for
96 any other purpose reasonably related to the terms of this Agreement.

97 9. ASSIGNMENT: Seller shall not transfer or assign all or any portion of Seller's interest in this Agreement, nor rent, sublease or assign all or any portion of
98 the Premises without Buyer's prior written consent.

99 10. LIENS AND ENCUMBRANCES: Seller shall keep the Premises free of all liens and encumbrances and shall hold Buyer harmless therefrom.

100 11. COMPLIANCE WITH LAW: Seller shall comply with all laws, orders, regulations, rules, ordinances, restrictive covenants and other restrictions and
101 conditions with respect to the use, care and control of the Premises.

102 12. INSURANCE: Buyer shall maintain property and casualty insurance on the Premises. Seller shall bear the risk of loss to Seller's personal property on
103 the Premises. Seller shall maintain personal liability damage insurance with an insurance company authorized by the State of Oregon with a single limit of
104 liability coverage not less than \$ _____ (\$500,000 if not filled in) and shall, upon request, provide Buyer with proof thereof. Buyer shall be
105 named as an additional insured on the policy, as a co-insured.

106 13. INJURY TO PROPERTY OR PERSON: Seller is responsible for any neglect or willful act or omission upon the Premises during the term of
107 possession identified in Section 2, above. Seller shall indemnify and hold Buyer and all Real Estate Firms, their licensed agents, employees and
108 representatives harmless from any and all claims, losses, liabilities, damages or expenses, including attorney fees, directly or indirectly arising from Seller's
109 negligent, reckless or intentional conduct.

110 14. SELLER HOLDOVER: If Seller remains in possession of the Premises beyond the term provided herein, Buyer may bring an action for possession as
111 provided by law. In addition, Buyer shall be entitled to recover from Seller (select one):

112 A liquidated damage sum of \$ _____ (Zero [0] if not filled in);

113 An amount equal to two (2) months rent or twice the actual damage sustained by Buyer, whichever is greater. Any agreement to extend Seller's
114 occupancy beyond the term provided herein shall be in writing and signed by the parties. Unless otherwise agreed in writing, the continued tenancy shall be

115 event shall Seller's total occupancy of the Premises exceed ninety (90) d

Buyer Initials _____ / _____ Date _____

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116 | 15. DISPUTE RESOLUTION; ATTORNEY FEES AND COSTS: Subject to the following sentence, any dispute between the parties directly or indirectly
117 relating to this Agreement shall be resolved in accordance with the mediation and arbitration provisions of the Sale Agreement. Provided, however, in the
118 event Buyer seeks to obtain possession of the Premises arising as a result of Seller's default under this Agreement, Buyer shall have the right to file an eviction
119 proceeding in court pursuant to ORS 105.105 et. seq. and the prevailing party shall be entitled to recover their reasonable attorney's fees and costs in the
120 proceeding and any appeal therefrom.

121 | 16. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the heirs, successors and permitted assigns of the parties.

122 | 17. NO WAIVER: Failure by Buyer to require strict performance of any term of this Agreement shall not affect Buyer's rights. No waiver of a default shall be
123 a waiver of a later default or a waiver of this clause.

124 | 18. INTEGRATION AND AMENDMENT: This Agreement constitutes all of the terms, conditions and agreements of the parties relating to Seller's right of
125 occupancy of the Premises and may not be modified or amended except in writing signed by the party against whom enforcement is sought.

126 | IF THERE IS ANY CONFLICT BETWEEN THE TERMS OF THIS AGREEMENT AND THE TERMS OF THE SALE AGREEMENT, THE SALE
127 AGREEMENT SHALL PREVAIL.

128 | 19. COMPLIANCE WITH OREGON LAW: This Agreement shall be enforced according to Oregon Law and venue and shall be placed in the county
129 where the Premises are located. Under ORS 90.110(2), this Agreement does not create a landlord-tenant relationship.

130 | 20. ADDITIONAL PROVISIONS:
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144 | Buyer _____ Date _____ ← Seller _____ Date _____ ←
145 | Buyer _____ Date _____ ← Seller _____ Date _____ ←
146 | Selling Licensee _____ Listing Licensee _____
147 | Selling Firm _____ Listing Firm _____

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