



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 _____

9 **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
 10 defined in the Sale Agreement) and continue until:

11 _____ (Date) or;
 12 by _____ a.m. p.m. _____ days after Closing,

13 after which time Seller shall have no legal right to occupy the Premises. If the transaction fails to close according to the terms of the Sale Agreement, this
 14 Agreement to Occupy After Closing shall become automatically void and of no effect.

15 **3. COMPENSATION:** Seller shall pay rent in the amount of \$ _____ per day for the Term. The total amount of
 16 daily rent for the Term is \$ _____ ("Total Rent"). The Total Rent shall be paid In a lump sum to Escrow at the time of closing and disbursed to Buyer;
 17 or Directly to Buyer in the rental amounts and on the due dates as follows:
 18 _____
 19 _____

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

23 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
 24 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
 25 automatically terminate and the Buyer may take immediate possession of the Premises.

26 **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
 27 prior written consent of Buyer.

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

30 Repair:	Party Responsible for Payment:
31 _____	_____
32 _____	_____
33 _____	_____
34 _____	_____

35 Seller shall, at Seller's sole expense, maintain heating, cooling, sewer, water, plumbing, and electrical systems and any built-in appliances and equipment in
 36 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
 37 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

38 Buyer is entitled to possession. Exceptions: _____
 39 _____
 40 _____

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____



Sale Agreement #

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Property Address

41 FOR THE PURPOSE OF DETERMINING WHICH PARTY SHALL BEAR ANY RISK OF LOSS OR THE EXPENSE OF REPAIRING UNKNOWN DEFECTS
42 OR DAMAGES THAT OCCUR OR APPEAR AFTER CLOSING AND DURING THE TERM OF SELLER'S POSSESSION, THE FOLLOWING RULES APPLY:
43 (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
44 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
45 disclose any known defects prior to closing. (B) The following shall apply to damages or expenses of maintenance:

46 (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
47 date specified in Section 2, caused by Seller's intentional reckless or negligent conduct.

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

50 (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
51 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
52 reimbursement to Buyer for any sums advanced. If insurance proceeds are insufficient, Seller shall pay any additional costs for negligent, reckless or
53 intentional acts causing damage to the Property.

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

55 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
56 2, above.

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

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

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

68 If Seller has fully vacated the Property in accordance with the terms of this Agreement, and there are no damages or defaults thereunder, Buyer shall refund
69 the entire Deposit within three (3) business days following the date Seller notifies Buyer that the Property has been fully vacated. If there are damages or
70 defaults under this Agreement, Buyer shall provide Seller with the following Required Information: (a) A written explanation of them (including any supporting
71 evidence); (b) A reasonable accounting of how the Deposit was applied; and (c) An itemization of the actual costs expended. If Buyer paid a third-party for
72 labor or materials to help remedy or cure any damages or defaults caused by Seller, the Required Information shall include copies of all receipts from said
73 provider(s). If Buyer has not actually paid any third parties, but has good faith arms-length written bids for doing so, Buyer shall include them in lieu of receipts,
74 together with a representation that Buyer will employ the maker of the bid(s) to perform the work. All Required Information shall be provided to Seller within ten
75 (10) business days following the date Seller notifies Buyer that the Property has been fully vacated. If any of the Deposit remains after deducting the costs
76 incurred, or to be incurred, to remedy or cure the defaults or damages under this Agreement, it shall be refunded to Seller together with the Required
77 Information.

78 **7. PETS:** Seller is is not permitted to keep pets on the Premises. If permitted, pet(s) shall be limited to: _____
79 Seller is responsible for damage caused by Seller's pets.

80 **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
81 any other purpose reasonably related to the terms of this Agreement.

82 **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
83 the Premises without Buyer's prior written consent.

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

Buyer Initials ____/____ Date ____

Seller Initials ____/____ Date ____

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

87 12. INSURANCE: Buyer to maintain property and casualty insurance on the Premises. Seller shall bear the risk of loss to Seller's personal property on the
88 Premises. Seller shall obtain a Tenants Coverage Policy with an insurance company authorized by the State of Oregon with a single limit of liability coverage
89 not less than _____ (\$500,000 if left blank) and shall, upon request, provide Buyer with a Certificate of Coverage. Buyer shall be listed as an
90 additional insured on the policy.

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

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

100 15. DELIVERY OF KEYS FROM SELLER TO BUYER (Check one):
101 [] One complete set of keys on day of closing with remainder of keys at end of possession period.
102 [] All keys at end of possession period.
103 [] Other: _____

104 Delivery of keys at end of possession period to be handled as follows:
105 _____

106 16. DISPUTE RESOLUTION; ATTORNEY FEES AND COSTS: Subject to the following sentence, any dispute between the parties directly or indirectly
107 relating to this Agreement shall be resolved in accordance with the mediation and arbitration provisions of the Sale Agreement. Provided, however, in the
108 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
109 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
110 proceeding and any appeal therefrom.

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

112 18. 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
113 a waiver of a later default or a waiver of this clause.

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

116 IF THERE IS ANY CONFLICT BETWEEN THE TERMS OF THIS AGREEMENT AND THE TERMS OF THE SALE AGREEMENT, THE SALE
117 AGREEMENT SHALL PREVAIL.

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

120 21. ADDITIONAL PROVISIONS: _____
121 _____
122 _____
123 _____
124 _____
125 _____

Buyer Initials ____ / ____ Date ____

Seller Initials ____ / ____ Date ____

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LINES WITH THIS SYMBOL ◀ REQUIRE A SIGNATURE AND DATE



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139 Buyer _____ Date _____ ← Seller _____ Date _____ ←
140 Buyer _____ Date _____ ← Seller _____ Date _____ ←
141 Selling Licensee _____ Listing Licensee _____
142 Selling Firm _____ Listing Firm _____

