



TEMPORARY OCCUPANCY AGREEMENT
FOR SELLER AFTER CLOSING
EXHIBIT " _____ "



2015 Printing

[NOT TO BE USED IF OCCUPANCY IS FOR MORE THAN 30 DAYS]

This Exhibit is part of the Agreement with an Offer Date of _____ for the purchase and sale of that certain Property known as: _____, Georgia _____.

- 1. After closing, Seller shall have the right to continue to occupy the Property until _____ o'clock _____m. on _____ (hereinafter "Temporary Occupancy Period"). Seller shall vacate the Property no later than by the end of Temporary Occupancy Period. If Seller vacates the Property sooner than by the end of the Temporary Occupancy Period, Seller shall notify Buyer of the same. At the time Seller vacates the Property, Seller shall turn over all keys to the Property in Seller's possession to Buyer.
2. During the Temporary Occupancy Period, Seller agrees to maintain all utilities in Seller's name and pay the bills for such utilities as they become due.
3. Seller will not make any improvements or modifications to Property during the Temporary Occupancy Period.
4. Seller hereby expressly releases Buyer, Listing Broker, Selling Broker and their Affiliated Licensees from any and all liability of any nature whatsoever which may arise as a result of the Seller's acts or the acts of anyone else entering the Property during the Temporary Occupancy Period, including, but not limited to, liability for injury to persons and/or damage to personal property resulting from or in any manner occasioned by such occupancy. Seller further agrees to hold harmless and indemnify the Buyer, Listing Broker, Selling Broker and their Affiliated Licensees from any claim or loss arising out of or occasioned by the Seller's occupancy of the Property during the Temporary Occupancy Period.
5. It is specifically understood that should the Property be destroyed by fire or other occurrence during the Temporary Occupancy Period, Seller shall bear the risk of loss to Seller's personal property.
6. Seller shall be liable for the expense of repairing any damage to the Property caused by Seller or Seller's family members, licensees and invitees during the Temporary Occupancy Period, excluding normal wear and tear.
7. If Seller does not timely vacate Property by the end of the Temporary Occupancy Period, Seller shall be deemed to be a tenant at sufferance, shall be unlawfully holding over, shall be subject to being evicted and shall pay Buyer a per day rent during the period in which Seller is holding over in the amount of \$ _____ per day for each day after the end of the Temporary Occupancy Period that Seller remains in the Property.
8. Seller shall not be permitted to keep pets on or in the Property during the Temporary Occupancy Period unless the exhibit entitled "Pet Exhibit" is attached. If such exhibit is attached hereto, the same is incorporated by reference herein. Notwithstanding any provision contained in said Pet Exhibit, if Buyer will permit pets, then Seller agrees to have the Property treated for ticks and fleas by a professional exterminator during the Temporary Occupancy Period.
9. In the event either party is forced to resort to litigation to enforce a breach of this Agreement, the prevailing party in the litigation shall be entitled to recover his or her court costs and actual attorney's fees reasonably incurred.
10. In the event there is a conflict between the terms and conditions of the Agreement and this Exhibit, the terms and conditions contained in this Exhibit shall prevail.
11. This Temporary Occupancy Agreement shall survive the closing.

SPECIAL STIPULATIONS:

Additional Special Stipulations [] are or [] are not attached.

Buyer's Initials: _____ / _____

Seller's Initials: _____ / _____

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