

OCCUPANCY AGREEMENT

THIS OCCUPANCY AGREEMENT is made as of the ____ day of March, 2019 by and between _____ (“collectively Seller”), and _____ (collectively “Buyer”).

WHEREAS, Buyer and Seller have entered into a Contract for Purchase and Sale dated January 24, 2019 ("Contract") whereby Buyer shall purchase from Seller certain real property located at _____, _____, FL _____ (the “Property” as defined in the Contract), which transaction is closing on March 5, 2019 the date hereof; and

WHEREAS, the parties wish to provide for Seller to remain in possession of said Property after said closing until _____ at 5:00 P.M. pursuant to the terms and conditions contained herein.

NOW, THEREFORE, the parties for and in consideration of Ten Dollars (\$10.00) and other valuable considerations agree as follows:

1. Occupancy. This Agreement shall be restricted to occupancy of the Property by the Seller only and shall be used for residential purposes. Occupancy shall terminate March 29, 2019 at 5:00 P.M. (“Termination Date”), by which time Seller shall vacate the Property. This right of occupancy is exclusive to the Seller.

2. Rules and Regulations. Seller agrees to comply in all respects with the Declaration of Restrictions, By-Laws and Amendments and Rules and Regulations, if any, affecting the Property.

3. Use. Seller further covenants and agrees not to use nor permit the Property to be used for any illegal, immoral or improper purposes; not to make nor permit any disturbance, noise or annoyance whatsoever detrimental to the Property or to the comfort and peace of any of the inhabitants of said building or its neighbors and particularly Seller shall not assign this Occupancy Agreement or sublet any portion of the Property. Seller shall not use said Property for any other purpose than as a residence.

4. Repairs. Seller shall maintain the Property, including carpet, appliances, equipment and furnishings, if any, and including but not limited to air conditioning, plumbing, electrical and structural in good working order and repair during said occupancy. Any damage, breakage or loss to any portion of the Property, including air conditioning, plumbing, electrical and structural, occurring during the occupancy, will be paid for by Seller. Seller will further bring the Property into compliance under Paragraphs 11 and 12 (b) of the Contract as of the Termination Date.

5. Alterations. The Seller shall not make any alterations, additions or improvements without the Buyer's prior written consent.

6. Utilities. Seller hereby agrees to pay for all utility charges including electricity and telephone, accruing during the said term and be responsible for any and all deposits to the telephone company, and cancellation of said services.

7. Indemnification. It is understood and agreed that the Seller will indemnify and hold the Buyer harmless in the event of any damage, injury or loss of life in connection with Seller's occupancy and use of said Property and all facilities offered for Seller's enjoyment of the Property.

8. Surrender. At the end of the term, Seller shall vacate and surrender the Property in broom clean condition, and in as good condition as they were at the beginning of the term, except for ordinary wear and tear, and Seller shall remove all of Seller's property. All property, installations and additions required to be removed by Seller at the end of the term which remain in the Property after Seller has vacated shall be considered abandoned by Seller and, at the option of Buyer, may either be retained as Buyer's property or may be removed by Buyer at Seller's expense.

9. Right of Entry. Buyer's right to enter the Property shall be governed by the provisions of Florida Statutes, it being understood that hurricanes or severe weather warnings shall constitute an emergency under such Statutes.

10. No Waiver. The failure of Buyer to take any action against Seller for violation of any of the terms of this Agreement shall not be a waiver of that act or a subsequent act of Seller of a similar nature from being a violation of this Agreement.

11. If the Buyer is compelled to maintain an action for the possession of the Property, or damages, the Seller agrees to pay all expenses incurred by the Buyer in connection with said action, including reasonable attorneys' fees and costs at all trial and appellate levels.

12. Miscellaneous. This Agreement may be executed in counterparts, all counterparts taken together being one Agreement. Facsimile or electronic (including pdf) signatures shall be treated as originals. The provisions contained in this Agreement and the Contract set forth the entire understanding of the parties and shall be binding upon their respective heirs, successors, assigns and legal representatives of the parties hereto and shall not be changed or terminated orally. The law governing this Agreement shall be that of the State of Florida. Venue shall lie in Palm Beach County. Time is of the essence.

13. Captions. The captions used herein are for convenience purposes only, and have no effect on the interpretation of the terms contained herein.

14. This Occupancy Agreement shall be governed by Chapter 83 Florida Statutes as a Residential Tenancy.

15. The rent for the occupancy from Closing through the Termination Date equals \$0.00.

[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE TO OCCUPANCY AGREEMENT]

Seller:

Buyer:
