

**TEMPORARY OCCUPANCY AGREEMENT
FOR SELLER AFTER CLOSING
EXHIBIT “ _____ ”**



2023 Printing

[NOT TO BE USED IF OCCUPANCY IS FOR MORE THAN 60 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 _____ and shall control the rights of the parties after Closing with respect to the Temporary Occupancy Period as defined below.

1. Seller shall have the right to continue to occupy the Property for _____ days from the date of Closing until _____ o'clock _____ m. (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.
2. At the time of closing, Seller shall provide Buyer with one set of keys, door openers, codes and other similar equipment needed to access the Property. At time of possession, Seller shall turn over all remaining keys, door openers, codes and other similar equipment needed to access the Property in Seller's possession to Buyer.
3. Until time of possession, Buyer shall arrange for common element access to the community and community amenities by Seller with Community Association.
4. Seller agrees to maintain all utilities in Seller's name and pay the bills for such utilities as they become due.
5. Seller will not make any improvements or modifications to Property.
6. Seller hereby expressly releases Buyer, Seller's Broker, Buyer's 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, 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, Seller's Broker, Buyer's Broker and their Affiliated Licensees from any claim or loss arising out of or occasioned by the Seller's occupancy of the Property.
7. It is specifically understood that should the Property be destroyed by fire or other occurrence, Seller shall bear the risk of loss to Seller's personal property.
8. 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, excluding normal wear and tear. Buyer, as the new owner, shall be responsible for making all other repairs to the Property. Notwithstanding the above, Seller agrees to continue to perform all routine maintenance during Seller's temporary occupancy of the Property including by way of example only, cutting the grass, keeping the Property clean and free of trash and debris, maintaining pool chemicals, and changing filters, lightbulbs and batteries as needed. Seller shall promptly report to Buyer any obvious need for maintenance or repairs to the Property.
- NEW** 9. Upon 24 hours advance notice to Seller, Buyer and Buyer's representative(s) shall have the right Monday through Saturday from 9:00 a.m. to 8:00 p.m. and Sunday from 1:00 p.m. to 6:00 p.m. to access the Property to inspect, repair, and maintain the Property. In addition, Buyer and Buyer's representative(s) may enter the Property at any time to investigate potential emergencies. Evidence of water leaks, fire, smoke, foul odors, sounds indicating the possibility of an injured person or animal and other similar evidence of an emergency shall all be sufficient grounds for Buyer and Buyer's representative(s) to enter the Property for this purpose.
10. Upon prior notice to Seller, Buyer and/or Buyer's representatives shall have the right to enter the Property at Buyer's expense and at reasonable times to inspect, examine, survey, meet contractors and prepare for Buyer occupancy of Property. Seller shall cause all utilities, systems and equipment to be on so that Buyer may complete all inspections. Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries and damages relating to the exercise of these rights and shall promptly restore any portion of the Property damaged or disturbed from testing or other evaluations to a condition equal to or better than the condition it was in prior to such testing or evaluation.
11. 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 holdover 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. The holdover rent is intended to partially compensate Buyer for losses, damages, and expenses, including delaying Buyer's possession, and the additional costs to move associated with the delay, or ability to secure a replacement tenant or causing a sales transaction to be terminated or postponed. If Buyer incurs additional costs due to the delay or loses a prospective tenant or sales transaction because Seller fails to vacate the Property upon the expiration of this Temporary Occupancy Period, Seller will be liable for such damages as buyer can prove because of Seller's wrongful failure to vacate.

12. 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.
13. 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.
14. This Temporary Occupancy Agreement shall survive the closing.

NEW 15. PRIOR TO THE COMMENCEMENT OF THIS TEMPORARY OCCUPANCY PERIOD, BUYER AND SELLER ARE ADVISED TO CONSULT WITH THEIR RESPECTIVE PROPERTY INSURANCE AGENTS TO CONFIRM THAT THEIR REAL AND PERSONAL PROPERTY, AS THE CASE MAY BE, WILL BE INSURED DURING THE TEMPORARY OCCUPANCY OF THE PROPERTY.

SPECIAL STIPULATIONS:

Additional Special Stipulations (F246) are attached.

Buyer's Initials: _____

Seller's Initials: _____