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POSSESSION AGREEMENT
(Seller Post-Closing Possession)

THIS POSSESSION AGREEMENT is made this ____ day of _____, 199_ by and between _____ ("Sellers") and _____, who reside at _____, who reside at _____ ("Buyers").

WHEREAS, Sellers and Buyers have entered into a Purchase and Sale Contract for Residential Property dated _____ (the "Contract"), whereby Sellers have agreed to sell and Buyers have agreed to buy certain real property and improvements located at _____ (the "Property"); and

WHEREAS, pursuant to the terms of the Contract, the closing thereunder is to occur on or about _____; and

WHEREAS, circumstances have now arisen whereby Sellers wish to remain in possession of the Property for a short term after the transfer of title to Buyers; and

WHEREAS, Buyers have agreed to permit Sellers to have possession of the Property upon the terms and conditions hereinafter described.

NOW, THEREFORE, for a good and valuable consideration, Sellers and Buyers covenant and agree as follows:

1. Sellers shall be permitted to remain in possession of the Property until _____, 199_ at ____ o'clock [a.m.] [p.m.] Buyers grant Sellers the right to continued possession solely as a convenience to Sellers and no tenancy shall be created thereby. As consideration for such temporary possession, Sellers shall pay Buyers rental [upon execution hereof] [on the first day of each month during the term hereof] in the amount of \$_____ per [day] [month], which amount includes compensation for [real property taxes] [_____] for the Property, plus such additional charges relating to the occupancy of the Property as hereinafter described. [If this Agreement is effective on a day other than the first of the month, Sellers shall pay Buyers upon execution pro-rata rental for the remaining number of days for the first partial month of possession.]

2. The closing of title to the Property shall occur on _____, 199_. Closing adjustments (including real property tax adjustments unless specifically included as rental in paragraph 1 above) pursuant to the Contract will be adjusted as of the date Sellers are to vacate the Property and shall be paid at closing.

3. Until Sellers vacate the Property, Sellers shall be responsible for and pay all utility charges and service contracts, including but not limited to all refuse collection, gas, electricity, telephone, water and pure waters, cable and security system charges which are payable with respect to Sellers' use of the Property.

4. Sellers shall comply with the requirements of all laws, orders, ordinances, and regulations of any competent authority which shall impose any duty on Sellers with respect to their use or occupancy of the Property.

5. Sellers shall maintain the Property in good repair, and Sellers shall deliver the Property upon the termination of this Possession Agreement in the same order and condition, normal wear and tear excepted, as exists upon transfer of title to Buyers. Sellers shall be responsible for the cost of all repairs necessitated by damage resulting from the use and occupancy of the Property by Sellers during the term of this Possession Agreement.

6. During the term of this Possession Agreement, Sellers shall insure the Property against fire with extended coverage endorsement in the amount of \$_____. During the term of this Possession Agreement Sellers shall carry a policy of insurance covering public liability, personal liability and contents, naming Buyers as additional insureds.

7. Buyers shall have the right to inspect the Property at any time upon reasonable notice.

8. The obligations of Sellers hereunder shall continue until Sellers vacate the Property.

9. Sellers are required to vacate the Property on _____, 199_. If, however, by mutual agreement of the parties, Sellers remain in possession of the Property after such date, the following terms and conditions shall apply:

- a. Sellers shall pay as rent to Buyers the sum of \$_____ per day until the Property is vacated; and
- b. Sellers shall continue to be responsible for all other provisions contained in this Possession Agreement which are Sellers' obligations, including but not limited to the obligation to maintain and insure the Property and to pay all items of additional rent hereunder.

Nothing contained herein, however, shall impose any duty on Buyers, whether express or implied, to permit Sellers to remain in possession after _____ o'clock [a.m.][p.m.] on _____, 199_.

10. Sellers shall pay all costs, including reasonable attorneys fees, incurred by Buyers in evicting Sellers from the Property upon a default hereof. Sellers agree that Buyers may use summary legal proceedings to evict Sellers from the Property in the event it becomes necessary for Buyers to institute a legal action to evict Sellers.

11. Sellers shall deposit the amount of \$_____ with Buyers' attorneys to be held as a security deposit to secure Sellers' obligations hereunder. The security deposit shall be placed in an "IOLA" attorney trust account. No interest shall be paid on such funds to Sellers or Buyers. If Sellers fully comply with the terms hereof, the security deposit shall be returned within five (5) business days after Sellers vacate the Property. If Sellers do not fully comply with the terms hereof, the security deposit may be used by Buyers to pay amounts owed hereunder by Sellers, including damages.

12. Sellers shall be in default hereunder should they

Sellers' default, Buyers shall have the authority to commence a legal action to evict Sellers.

13. The rights of possession hereunder are personal to Sellers and may not be assigned, nor may the Property be sublet.

14. Unless otherwise extended by the terms hereof, the possessory interest created hereunder shall terminate at _____ o'clock on _____, 199_.

15. Any notices given pursuant to this Possession Agreement shall be made in writing, mailed first class registered, postage prepaid, or delivered, as follows:

(1) If to Sellers, to

(2) If to Buyers, to

The parties agree that notices hereunder may be given and/or received by their respective attorneys. Copies of any notices sent to a party hereunder shall likewise be forwarded to that party's attorneys.

16. If any of the terms and provisions of the Contract conflict with any of the terms and provisions of this Possession Agreement, the terms and conditions of this Possession Agreement shall prevail.

17. Sellers agree to indemnify and hold Buyers harmless from any liability incurred as a result of Sellers' possession of the Property.

18. The parties mutually waive trial by jury in any action or proceeding commenced by them concerning the terms of this Possession Agreement. In any proceeding by Buyers to obtain possession of the Property, Sellers shall have no right to assert any counterclaims or set-offs.

19. This Possession Agreement represents the complete agreement of the parties concerning the granting of possession to the Property. No verbal agreements or promises will be binding on either party unless such agreements are in writing and signed by both parties.

20. This Possession Agreement shall inure to the benefit of and bind the heirs, successors and representatives of the parties hereto, except as herein otherwise provided.

21. This Possession Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunder set their hands as of the ____ day of _____, 199_.

Witness:

Witness:

Sellers:

Buyers:
