



HOLDOVER OCCUPANCY AGREEMENT

Prepared by: Agent _____
Broker _____

Phone _____
Email _____

DATE: _____, 20_____, at _____, California.

Items left blank or unchecked are not applicable.

FACTS:

1. This is an addendum and part of the following agreement:

- Purchase agreement
- Escrow
- Counteroffer
- _____

1.1 dated _____, 20_____, at _____, California,

1.2 entered into by _____, as the Buyer/Landlord,
and _____, as the Seller/Tenant,

1.3 regarding occupancy of real estate premises known as _____
_____.

AGREEMENT:

2. This holdover occupancy agreement regards occupancy of the real estate after close of escrow on the referenced agreement.

2.1 The occupancy is for a term commencing on the date of the close of escrow and terminating on _____, 20_____.

RENT:

3. The amount of \$_____ to be handed Buyer/Landlord by escrow on close of escrow from Seller/Tenant's funds; \$_____ to rent, \$_____ to security deposit.

3.1 Seller/Tenant to pay rent in the amount of \$_____ per day, week, month, during the tenancy.

3.2 Rent to be paid by personal check or _____,

3.3 Rent may be tendered by mail, or personal delivery,

to _____ (Name)

_____ (Address)

_____ (Phone)

a. Personal delivery of rent will be accepted during the hours of _____ a.m. to _____ p.m. on the following days _____.

3.4 Rent may also be deposited into account number _____,

at _____ (Financial institution)

_____ (Address)

3.5 Rent to be paid in advance on the _____ day of each calendar week, or month.

3.6 Rent to be prorated to the date this tenancy is terminated.

3.7 If Seller/Tenant continues to occupy and possess premises after termination of this tenancy, Seller/Tenant to pay on a day-to-day tenancy the rental rate of \$_____ per day.

4. On termination of tenancy, the security deposit to be returned to Seller/Tenant, less amounts necessary to remedy any default in rent or to clean or repair premises.

4.1 If the security deposit is applied to rent during the term of this agreement, Seller/Tenant to reinstate the total amount of the security deposit within five (5) days after written notice from Buyer/Landlord.

PROPERTY CONDITIONS:

- 5. Seller/Tenant to pay when due all charges for public utilities for the property incurred during Seller/Tenant's occupancy.
- 6. Seller/Tenant to keep the premises and yards clean and in good repair and maintenance during tenancy, and to surrender the property in like condition on termination of this occupancy, reasonable wear and tear excepted.
- 7. Seller/Tenant to obtain insurance to hold Buyer/Landlord harmless from any and all claims, demands, damages or liability arising out of the premises caused or permitted by Seller/Tenant, Seller/Tenant's family, agents, servants, employees, guests and invitees.
- 8. Seller/Tenant to allow Buyer/Landlord to enter premises in case of an emergency, or for necessary repairs, alterations or services, or when Seller/Tenant has vacated the premises. Except in the case of an emergency, Buyer/Landlord to enter premises only during reasonable hours and only after 24 hours' notice.
- 9. If the premises are in any way destroyed or materially damaged due to Seller/Tenant's abuse or neglect during the Seller/Tenant's occupancy, the Buyer/Landlord may terminate this agreement and return any unused portion of rent and security deposit.

GENERAL CONDITIONS:

- 10. Seller/Tenant may not assign this agreement or sublet any portion of the premises.
- 11. In any action to enforce this agreement, the prevailing party shall receive attorney fees.
- 12. See attached addendum for additional terms.

13. _____

NOTICE: RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT ARE SEPARATE FROM THOSE OF THE UNDERLYING SALES AGREEMENT. ANY DISPUTE ON THIS AGREEMENT SHALL BE GOVERNED BY CALIFORNIA LANDLORD/TENANT LAW.

I agree to occupy the premises on the terms stated above.

Date: _____, 20____

Tenant: _____

Tenant: _____

Address: _____

Phone: _____ Cell: _____

Fax: _____

Email: _____

I agree to rent the premises on the terms stated above.

Date: _____, 20____

Landlord: _____

Agent: _____

Address: _____

Phone: _____ Cell: _____

Fax: _____

Email: _____