

Post Recordation Occupancy Agreement

Buyer grants permission to Seller to keep possession of the Premises known as:

After recordation of the deed and transfer of ownership they're of. Buyer and Seller understand and agree to the following terms and conditions:

This Agreement will be considered an Addendum to the Purchase Contract on the above property. If any conflict exists between the terms of this Agreement and the Purchase Contract, the terms contained herein will prevail.

Seller's possession of the Premises shall not be deemed to be a tenancy under the laws of Arizona, but merely an interim occupancy, and Seller waives all requirements of Arizona law regarding prior notice by a landlord to a tenant requiring the tenant to move from the Premises, or any other notice required by such laws in connection with an unlawful detainer action.

Buyer acknowledges inspection of the premises and accepts said Premises in its present condition and agrees not to request any further corrections or adjustments, subject to any exceptions contained herein.

Seller agrees to continue to pay for all utilities.

In the event it becomes necessary for Seller to vacate said Premises for any reason, Seller agrees to leave said Premises in the same condition as agreed on the time of possession, unless indicated otherwise herein.

In the event damage has been caused as a result of Seller's possession, Seller agrees to repair same or to reimburse Buyer, Costs of damages shall be determined by reasonable repair estimates issued by licensed contractors who shall charge normal and customary fees.

Seller agrees to indemnify and hold harmless Buyer from any claims or actions, which arise as a result of the acts of Seller or the acts of anyone else entering the Premises during said occupancy. It is specifically understood that if there is any loss or damage to the Premises during said occupancy by reason of fire, vandalism, flood, earthquakes or act of God, the risk of loss for personal property belonging to Seller shall be borne solely by Seller.

Seller shall maintain adequate insurance coverage at all times during said occupancy at Seller's sole cost, including liability coverage in a an amount not less than \$100,000, including, but not limited to, additional coverage coinsuring Buyer as an additional Loss Payee.

The per diem rate of \$_____ shall be paid in advance at the close of escrow, unless otherwise stated herein. This is the consideration for this Agreement.

The term of this Post Recordation Occupancy Agreement shall cease on _____. If Seller fails to deliver possession on the date specified herein, Seller shall be subject to eviction and hall be additionally liable to Buyer for payments of \$_____ per day from the scheduled date until possession is delivered.

Buyer and Seller expressly relieve and indemnify Platinum First Realty its Associates, and any other agents involved in this transaction from all liability and responsibility regarding Seller's possession after close of escrow and for either party's compliance with the terms and conditions of this Agreement.

Furthermore, both parties have been advised to seek competent legal advice prior to entering into this Agreement.

The above terms and conditions are hereby approved and accepted and receipt of a copy is hereby acknowledged.

_____ Seller	_____ Date	_____ Buyer	_____ Date
_____ Seller	_____ Date	_____ Buyer	_____ Date