



## **Post Settlement Occupancy Agreement**

**This is a Legally Binding Agreement. If not Understood, Seek Competent Advice.**

Listing Broker \_\_\_\_\_ Broker No. \_\_\_\_\_  
Sales Person \_\_\_\_\_ Telephone(s) \_\_\_\_\_  
Selling Broker \_\_\_\_\_ Broker No. \_\_\_\_\_  
Sales Person \_\_\_\_\_ Telephone(s) \_\_\_\_\_

This Post Settlement Occupancy Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
(complete at time of final execution by all parties) by and between

Seller: Name \_\_\_\_\_  
Address \_\_\_\_\_ And

Buyer: Name \_\_\_\_\_  
Address \_\_\_\_\_

1. Seller and Buyer entered into a Contract of Sale dated \_\_\_\_\_ (the  
"contract") for the purchase of the real property (hereinafter "Property") known generally as  
\_\_\_\_\_  
City/County,  
Maryland and more fully described in the contract. Settlement under the contract has taken place.  
Seller desires to remain in possession of the Property, and Buyer is willing to allow Seller to do so as  
a matter of convenience and solely for residential purposes, upon the terms and conditions set forth in  
this Agreement.

2. Seller shall pay to Buyer for each day of Sellers occupancy of the property under this agreement  
an amount, as rent, based upon \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_), monthly, and calculated at the rate of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_) daily (hereinafter "Rent"). Seller shall pay rent to Buyer in advance on the  
\_\_\_\_\_ day of each month.

3. The term of this Agreement commences on the date of settlement and terminates on  
either \_\_\_\_\_, or earlier if terminated by reason of other provisions hereof  
(hereinafter "Term"). Seller will immediately surrender the Property upon the expiration of the term  
and will deliver possession of the Property to the Buyer on that date in as good a condition as that in  
which the Property was at the pre-settlement inspection provided under the Contract. The Buyer shall  
be entitled to an inspection of the Property upon the termination of this Agreement to confirm the  
condition of the Property, and the Seller agrees to promptly pay for my repairs and/or replacements to  
the Property as are called for hereunder.

4. The Listing Broker under the Contract shall retain from the sale proceeds under the Contract as a  
deposit the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) to

secure the Seller's performance under this agreement. The deposit shall be used by Buyer to the extent necessary to satisfy Seller's obligations under this Agreement.

5. Seller shall obtain insurance coverage for its personal property and comprehensive general liability coverage for the Property, naming Buyer as an additional insured in form, and substance reasonably acceptable to Buyer, effective at the date of settlement and Seller shall provide proof of this insurance coverage to Buyer not later than the date of settlement. Buyer shall maintain insurance against loss or damage to the Property resulting from fire and such other occurrences as Buyer deems appropriate. As provided in the Contract, risk of loss shall be upon Buyer from and after the date of settlement.

6. Seller's occupancy of the Property shall be upon all of the terms, covenants and conditions stated below:

(a) Seller agrees to pay when due all charges for heat (including heating oil, gas, electricity, water and sewer service charges used on the Property during the Term. If Seller fails to pay any charges for heat (including heating oil, gas, electricity, water or sewer service within fifteen (15) days of receipt, then such failure shall constitute a default under this Agreement and, in addition, Buyer, in Buyer's discretion, may pay these charges and the amount of these charges shall be added to and deemed part of the Rent due, shall be payable by Seller to Buyer on demand, and Buyer shall have the same remedies for the collection of such charges as Buyer has for the non-payment of Rent.

(b) Seller agrees not to use or permit the use of any portion of the Property for any purpose other than as an orderly private residence; to keep all lawns neatly mowed, and all hedges, flower beds and shrubbery in good order; to remove snow, ice and leaves from all walkways and driveways; to keep the Property in a clean and sanitary condition; and to comply with all laws, codes, ordinances, rules and regulations, including all health and housing codes and criminal laws applicable to the Property or Seller's use of the Property. Seller shall indemnify and save Buyer harmless from any and all liability, loss, cost, damage or expense arising out of any violation by Seller of such laws, codes, ordinances, rules or regulations, any violation or non-performance by the Seller of any of the covenants contained herein, or any other act or omission of Seller or its agents, servants, employees, invitees, or family members.

(c) Seller will use the Property in a careful manner and all electrical, heating, air conditioning, mechanical and plumbing equipment and facilities shall be carefully used for their respective legitimate purposes only. Any damage or injury to the papering, painting, walls, doors, windows, window fixtures or apparatus, or other parts of the Property, in excess of ordinary wear and tear, shall be promptly repaired by Seller so as to restore the Property to the same condition as existed on the date of settlement; and, upon the failure of the Seller to make any such repair, Buyer, in Buyer's discretion, may make such repair and the cost of such repair shall be deemed a Part of the Rent and shall be payable by Seller to Buyer on demand. Buyer shall have the same remedies for the collection of such costs as Buyer has for the non-payment of Rent.

(d) Seller agrees not to do or permit to be done anything on the Property in contravention of any fire insurance policy in force thereon or which will increase the premium payable on such policy. Seller shall not in any way obstruct any public sidewalks nor permit anything to be done in the Property contrary to the rules and regulations of the fire department or health department or of any other governmental authority.

(e) If the Property is part of a condominium or homeowners association, Seller agrees to obey and abide by the declaration, by-laws and rules and regulations promulgated from time to time by the council of unit owners of the condominium or the , homeowners association.

(f) Seller will nor assign this Agreement or sublet the Property or any part thereof without the prior written consent of the Buyer, and any such assignment or subletting, in the absence of Buyer's prior written consent, shall be null, void and of no effect.

(h) Seller shall be obligated to make all repairs and replacements to the Property so as to maintain the Property in the same condition as existed on the commencement of the Term, including but not limited to, the replacement of all broken windows, or other glass, the repair and replacement of all appliances, and the repair and replacement of the heating and/or air conditioning system, and, throughout the Term, Seller shall keep the Property in good condition and repair. In the event Seller fails to make any such repair or replacement, then Buyer, in Buyer's discretion, may do so and the cost of such repair or replacement shall be added to and deemed Rent and shall be payable by Seller to Buyer on demand. Buyer shall have the same remedies for collection of these costs as buyer has for the non-payment of rent. Nothing contained in this subparagraph (h) shall be construed to require Seller to maintain the Property and, upon the expiration of the Term, deliver the Property in a condition better than that which existed at the commencement of the Term.

(i) Seller agrees that Buyer and buyer's agents, servants and employees shall have the right to enter upon the Property at all reasonable times for the purpose of inspection or making any repairs which Buyer deems necessary or appropriate.

(j) Seller agrees to surrender the Property to Buyer at the end of the Term in as good a condition as existed at the commencement of the Term; and Seller further agrees to surrender the Property free and clear of all furniture and other property of Seller and in a broom clean condition and to return all keys to the Property to Buyer immediately upon surrendering the Property. If Seller does not immediately vacate and surrender the Property Buyer may (1) forthwith eject Seller and take possession of the Property and store, without liability on Buyer's part at Seller's expense, all furniture and other personal property found on the Property, (2) exercise the remedies available under Section 14-109 of the Maryland Real Property Code, (3) treat Seller as a tenant from month to month at twice the monthly and daily rates specified in paragraph 2 hereof, and/or (4) exercise any other remedy granted to a landlord under Maryland Law, including to the extent permitted by law, the power to collect double Rent from Seller for the holdover period. To the extent permitted by law, Seller hereby waives any requirement that Buyer give Seller any notice to quit and vacate the Property.

(k) Seller will indemnify and save harmless Buyer against and from any and all liability arising from injury to person or property arising within those portions of the property within the exclusive control of the Seller or occasioned by any act or omission of Seller, or of any agent, servant, employee, invitee or family member of Seller. Buyer shall not be liable for any loss of any property by theft or otherwise, nor for injury or death of persons or damage to property caused by other persons, or resulting from the escape of steam, gas, electricity or water, or from rain, snow or dampness, except to the extent otherwise provided by law.

(l) If Seller shall breach any term, covenant or condition of this Agreement, Buyer (1) may distrain therefore all in accordance with the applicable provisions of law, (2) re-enter the Property and terminate this Agreement in accordance with the applicable provisions of law, or (3) bring summary proceedings to evict Seller, (4) exercise the remedies available under Section 14-109 of the Maryland Real Property Code, or (5) pursue any other remedy available to Buyer at law or in equity. No such termination of this Agreement, however, nor recovery of possession of the property, shall deprive Buyer of any other action against the Seller for Rent or for damages which may be due or sustained prior to or subsequent to the termination of this Agreement as aforesaid, nor shall such termination extinguish Seller's obligation to pay all Rent and other sums due and owing to Buyer prior to such termination or re-entry, or subsequent thereto. Seller and Buyer agree that Buyer shall have all of the remedies available to a landlord under the laws of the State of Maryland and under the public local laws of the local jurisdiction in which the Property is located.

(m) Seller agrees to pay as additional Rent any and all sums which may become due by reason of the failure of Seller to comply with any of the covenants of this Agreement and any and all damages, costs and expenses which the buyer may suffer or incur by reason of any default of Seller or failure on Seller's part to comply with the covenants of this Agreement, and also any and all damages to the Property caused by any act or neglect of Seller or Seller's agents, servants, employees, invitees or family members. In the event Seller fails to make any such payments, then the amount thereof shall be added to and deemed part of the Rent due and Buyer shall have the same remedies for the collection of such charges as it has for Rent.

(n) Buyer agrees that Seller peaceably and quietly, may enter the Property at the beginning of the Term, and that the Property will be made available in a condition permitting habitation, with reasonable safety.

7. Should any action be brought by either party hereto to enforce any provision of this Agreement, the prevailing party in such action shall be reimbursed by the other party for all reasonable attorneys' fees and court costs incurred by the prevailing party in the action.

8. The failure of Seller to insist, in any one or more instances, upon the strict performance of any of the covenants of this agreement, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect.

9. It is mutually understood and agreed that all the covenants and agreements herein contained shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of Buyer and Seller.

10. All notices required to be given by Buyer to Seller shall be sufficiently given by leaving the same at the Property. Notices by Seller to the Buyer must be given by first class mail or hand delivered at the address of Buyer listed on the first page of this Agreement.

11. This Agreement shall be interpreted in accordance with and so as to comply with the laws of Maryland.

12. Buyer one Seller understand and acknowledge that Broker and Broker's agents and employees are not and were not at any time authorized to make any representations respecting this Agreement or the Property other than those expressly set forth herein. Broker and Broker's agents and employees do not assume any responsibility for the condition of the Property or for the performance of this Agreement by any or all parties hereto. By signing this Agreement, Seller acknowledges that Seller has not relied on any representations made by Broker or any agent or employee of Broker, except those representations expressly set forth herein. In the event that any dispute arises under this Agreement between Buyer one Seller resulting in Broker being made a party to any litigation, Buyer and Seller, jointly and severally, agree to indemnify Broker for all costs, attorney's fees and legal expenses incurred by Broker as a result thereof, provided that such litigation does not result in a judgment against Broker for acting improperly under this Agreement.

13. **NOTICE TO BUYER:** Buyer is hereby advised that the laws of the city or county in which the Property is located may require that Buyer register with appropriate public authorities or obtain a rental or other license before entering into this Agreement.

PLEASE SIGN THE ORIGINAL AND ALL COPIES INDIVIDUALLY

Witness	Date	Buyer's Signature
Witness	Date	Buyer's Signature
Witness	Date	Seller's Signature
Witness	Date	Seller's Signature

