

SELLER'S Possession of Property AFTER the Close of Escrow

This **Agreement**, entered into as the ____ day of _____, 2004, by and between _____ hereinafter referred to as **BUYERS**, and _____ hereinafter referred to as **SELLERS**.

WHEREAS, BUYER has entered into an Agreement to Purchase and **ALLOW SELLER** to lease after the Close of Escrow from **BUYER** the following described property: _____ and executed escrow instructions to: _____ (Escrow # _____) as Escrow Agent to carry out the terms of the purchase and is desirous of allowing the **SELLER** to maintain possession after Close of Escrow under the terms as stated below.

NOW, THEREFORE: BUYER hereby agrees to allow **SELLER** to maintain possession of said Property on the ____ day of _____, 2004, for ____ days, **SELLER** must vacate property on the ____ day of _____, 2004. **SELLER** to deposit with **BUYER** for disbursement upon **SELLER** vacating Property, a Security and Cleaning Deposit in the amount of \$ _____, to be held until **SELLER** vacates the Property in Clean, Neat and Orderly Condition. **SELLER** will allow **BUYER** to second walk through to ascertain the condition of Property **PRIOR** to **BUYER** taking possession. Security and Cleaning deposit to be disbursed to **SELLER** within 24 hours of walk through.

ADDITIONAL CONSIDERATION: SELLER agrees to pay **BUYER** \$ _____ **PER DAY FOR POSSESSION FOR EACH DAY SELLER** stays in possession **AFTER THE CLOSE OF THE ESCROW**. In the event **SELLER** does not vacate Subject Property on/or before the above date for any reason whatsoever, **SELLER** agrees to pay thereafter \$ _____ **PER DAY UNTIL SELLER VACATES THE PROPERTY IN GOOD ORDER**. The above stated amounts shall be payable at the Close of Escrow **IN ADVANCE** to **BUYER**.

TERMINATION: This Agreement shall terminate the same date as stated above _____ 2004. If the **SELLER** shall fail to keep or perform any of the terms, covenants or conditions hereof, or the purchase referred to above, **BUYER** may, at **BUYER'S** option after ten (10) days notice in writing to **SELLER**, re-enter said premises and take possession thereof and terminate this Agreement. If **SELLER** shall fail to keep any other terms, covenants or conditions hereof, or of the purchase referred to above, **BUYER** may, at **BUYER'S** option after ten (10) days notice in writing to **SELLER**, file an Eviction in Eviction Court and terminate this Agreement.

UTILITIES: SELLER agrees to have all utilities remain on in his/her name until a maximum of 24 hours after vacating premises on _____ day of _____ 2004.

CONDITION: SELLER hereby acknowledges that **BUYER** has examined the Property, that **BUYER** is familiar with the condition and status of the Property, including, but not limited to, heating, cooling, plumbing and electrical systems and equipment, and will maintain the Property in its condition until **BUYER'S** time of possession. **SELLER** agrees to maintain the Property in **good repair** during the terms of this Agreement.

EXPENSES INCURRED: SELLER agrees to indemnify and save harmless the **BUYER** from all loss damage, liability and expense by reason of personal injury or death of any person or persons in the event of litigation arising hereunder, or under the terms of the Purchase, the attorney fees.

This AGREEMENT is subject to all Landlord Tenant Eviction Laws in the State of Nevada, all rights of the Landlord and all rights of the Tenant, as per the law, and enforceable in a Court of competent jurisdiction.

In **WITNESS WHEREOF**, the said parties to these presents have herewith set their hands the day and year first written. Signed and Delivered in the presence of:

BUYER / LANDLORD

SELLER / TENANT

BUYER / LANDLORD

SELLER / TENANT

DATE: _____

DATE: _____