

POST-CLOSING OCCUPANCY LICENSE AGREEMENT

Version 20260101



Preamble

1 This Post-Closing Occupancy License Agreement ("Agreement") is made part of the Purchase Contract dated
2 _____ ("Contract") between _____ ("Licensor" or
3 "Buyer") and _____ ("Licensee" or "Seller"), concerning the Property
4 located at _____ ("Property") and the
5 following terms and conditions are included as part of the Contract.
6 In the event of any conflict or ambiguity between the terms of the Contract and this Agreement, the terms of this
7 Agreement shall govern concerning the post-closing occupancy.

Nature of Occupancy

8 **Legal Relationship (License):** The parties agree that this Agreement does NOT create a Landlord-Tenant
9 relationship. This Agreement grants the Licensee a temporary, conditional, revocable, and non-assignable
10 privilege (a "License") to temporarily occupy the Property after the Close of Escrow ("COE").
11 **No Leasehold Interest:** The Licensee retains no leasehold estate, exclusive possession rights, or other interest
12 in the Property by virtue of this Agreement. Licensor holds legal title, control, and the right of possession of the
13 Property, subject only to the limited use permitted by this License.
14 **ARLTA Exclusion:** This Agreement and the occupancy under this Agreement are intended to be excluded from
15 the Arizona Residential Landlord and Tenant Act (ARLTA), A.R.S. Title 33, Chapter 10, specifically as occupancy
16 under a contract of sale and/or transient occupancy.

Term and Termination

17 **Term of Occupancy:** The term of this License ("Term") commences immediately upon the recording of the Deed
18 transferring title to Buyer ("Commencement Date").
19 **Termination:** The Term shall automatically terminate on (the "Termination Date"):
20 (i) _____ (Arizona Time) on _____ (Date); or
21 (ii) The date Licensee fully vacates the Property and surrenders possession to Licensor.
22 **Immediate Revocation and Duty to Vacate:** If Licensee breaches any material term of the Contract or this
23 Agreement, this License is automatically and immediately revoked. Licensee shall completely vacate the Property
24 within **24 hours** following written notice of such revocation.

Financial Terms

25 **License Fee:** Licensee shall pay Licensor a fee for the privilege of occupying the Property (the "License Fee") at
26 the rate of \$ _____ per day. The full License Fee for the period from the Commencement Date through
27 the Termination Date, totaling \$ _____ shall be:

Licensor Initials _____

Licensee Initials _____

28 Paid directly to the Licensor outside of Escrow.
29 Charged to the Seller (Licensee) and credited to the Buyer (Licensor) on the settlement statement at COE.
30 **Non-Refundable:** The License Fee compensates the Licensor for the carrying costs and inherent risks of post-closing occupancy. The License Fee is non-refundable once paid/credited, even if the Licensee vacates early.
32 **Occupancy Deposit (Holdback):** This Agreement shall serve as the Parties' escrow instructions to Escrow Agent and the sum of \$ _____ ("Deposit") shall be held back from the Seller's (Licensee's) proceeds by the Escrow Agent at COE. This Deposit is to secure Licensee's performance of this Agreement, compensate Licensor for any damages, and guarantee the timely surrender of the Property.

36 **Disposition of Deposit:**

37 (i) If Licensee Vacates Properly: The Deposit shall be released to the Licensee within _____ business days after Licensee vacates, provided Licensor confirms the Property is surrendered in substantially the same condition as the Commencement Date.
40 (ii) If Damages/Holdover Occur: Licensor may utilize the Deposit to satisfy Licensee's obligations under this Agreement, including damages to the Property, costs of cleaning, unpaid fees, or liquidated damages. The Escrow Agent shall disburse the Deposit (or the remainder thereof) according to the joint written direction of the Licensor and Licensee, or as directed by a court of competent jurisdiction.

Property Condition, Maintenance, and Repairs

44 **Acceptance of Condition:** Licensee (as the former owner) is fully aware of the condition of the Property and accepts the Property in its current condition for the purposes of this occupancy.
46 **Licensee's Maintenance Responsibility:** To further evidence that this is not a tenancy and that ARLTA does not apply, Licensee shall be solely responsible, at Licensee's expense, for all routine maintenance, cleaning, yard care, and pool service (if applicable) during the Term.
49 **Repairs:** Licensee shall be responsible for the cost to repair any damage to the Property caused directly or indirectly by any act or omission of the Licensee or Licensee's invitees during the Term. Furthermore, Licensee accepts responsibility for minor repairs during the term (i.e., clogged drains, malfunctioning small appliances).
52 Licensor (Buyer) shall remain responsible for the repair or replacement of major essential systems (i.e., HVAC, main electrical panel, roof failure), provided the failure was not caused by the Licensee's negligence, misuse, or willful act. Licensee must immediately notify Licensor of any such major system failure.

Property Use and Restrictions

55 **Utilities and Services:** Licensee shall keep all utilities and services in Licensee's name for the duration of the Term and shall be responsible for all associated costs. Licensee shall not terminate utilities until the surrender of possession.
58 **Prorated Assessments and Fees:** Any HOA assessments and fees that are not a lien as of the Commencement Date, including homeowner's association fees, rents, irrigation fees, and if assumed, insurance premiums, interest on assessments, interest on encumbrances, and service contracts, shall be prorated as of the Commencement Date.

Licensor Initials _____

Licensee Initials _____

62 **Use Restrictions and Assignment:** Licensee shall use the Property solely for residential purposes. Licensee
63 may not assign this Agreement, sublet the Property, or grant any license to use the Property to any other person.
64 Only Licensee and Licensee's immediate family may occupy the Property without prior written approval. Smoking
65 is not permitted inside the Property without prior written approval.

66 Licensee shall not keep on the Property any item of a dangerous, flammable or explosive character that might
67 unreasonably increase the danger of fire or explosion on the Property or that might be considered hazardous or
68 extra hazardous by any responsible insurance company.

69 **Crime-Free Covenant:** Licensee, occupants, family, invitees, or other persons under Seller's control shall not
70 engage in or facilitate: (i) any acts involving imminent or actual serious property damage as defined by law;
71 (ii) any criminal activity, including drug-related criminal activity, any act of violence or threats of violence, other
72 illegal activity, including prostitution, criminal street gang activity, threatening or intimidating, unlawful discharge
73 of firearms, or assault; (iii) jeopardize the health, safety and welfare of guests, Licensee or its representatives,
74 agents or others. VIOLATION OF THIS PROVISION SHALL CONSTITUTE A MATERIAL AND IRREPARABLE
75 VIOLATION OF THIS AGREEMENT AND GOOD CAUSE FOR IMMEDIATE CANCELLATION OF THIS
76 AGREEMENT AND SURRENDER OF POSSESSION.

77 **Marijuana:** Despite state law that may authorize limited possession or use of marijuana in specific and limited
78 circumstances, the federal Controlled Substance Act (the "CSA") categorizes marijuana as a Schedule 1
79 Substance and the possession of marijuana is a federal criminal offense. 21 U.S.C. § 801, et seq. The possession
80 of marijuana, even for medical purposes, may expose Licensee to liability and interfere with the health, safety,
81 welfare, and right to peaceful enjoyment of others. As such, Licensor hereby informs and reminds Licensee and
82 all guests that they agree to the Crime-Free provision in this Agreement and, pursuant to that provision and the
83 supporting federal laws, any possession or use of marijuana by Licensee, their family, or invitees, will result in the
84 immediate cancellation of this Agreement and immediate surrender of possession.

85 **Pets:** Licensee may not keep pets on the Property except: _____
86 _____

87 **Compliance:** Licensee shall comply with all applicable laws, restrictions, ordinances, and the rules of any
88 applicable condominium or homeowner's association.

89 **Alterations Strictly Prohibited:** Licensee shall make absolutely no alterations, improvements, modifications,
90 painting, landscaping, or installation of fixtures. Any unauthorized alterations constitute a material breach of this
91 Agreement, and any items installed become the property of the Licensor.

Access to Licensor

92 **Right of Access:** As this is a License and Licensor (Buyer) holds title to the Property, Licensor, or Licensor's
93 agents, shall have the right to enter the Property during the Term. Access may be required for purposes including
94 but not limited to: verifying compliance with this Agreement, performing repairs or improvements, to show the
95 Property to prospective lessees or buyers, inspectors, fire marshalls, lenders, appraisers, or insurance agents,
96 or addressing an emergency. Licensor shall endeavor to provide reasonable notice (**24 hours** is presumed
97 reasonable) prior to entry, except in an emergency. Licensor may prominently display a "For Sale" or "For Lease"
98 or similarly worded sign on the Property during the term of this Agreement or any renewal period. Buyer may enter

Licensor Initials _____

Licensee Initials _____

99 the Property without the consent of Seller in case of emergency where necessary to prevent damage or injury to
100 property or person.

Liability and Insurance

101 **Licensor's Insurance:** Licensor shall maintain hazard/homeowner's insurance coverage on the structure(s) of the
102 Property effective as of COE. This policy does not cover Licensee's personal property or liability.

103 **Licensee's Required Insurance:** Licensee shall obtain and maintain during the Term: (i) Insurance coverage
104 for Licensee's personal property; and (ii) comprehensive personal liability insurance (i.e., renter's insurance
105 or occupancy endorsement) with minimum limits of \$ _____ per occurrence. Licensee must provide
106 evidence of this coverage before COE.

107 **Indemnification:** To the fullest extent permitted by law, Licensee shall defend, indemnify, and hold harmless
108 the Licensor, Licensor's agents, and any brokers involved ("Indemnified Parties") from and against any and all
109 liability, claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in
110 connection with any injury, death, or property damage occurring on or about the Property during the Term of this
111 License, excepting only events caused by the gross negligence or willful misconduct of the Licensor.

112 **Risk of Loss:** Licensee bears all risk of loss for their personal property. Licensor shall not be responsible or liable
113 for any loss, theft, or damage to the Licensee's personal property or the Property, or injury, or death of Licensee,
114 or any person on or about the Property.

Default and Remedies

115 **Default:** Licensee shall be in default if: (i) Licensee fails to vacate the Property by the Termination Date; (ii)
116 Licensee fails to vacate the Property within **24 hours** following written notice of revocation of the License; or (iii)
117 Licensee breaches any other material provision of this Agreement.

118 **Remedies upon Default:** If Licensor breaches this Agreement, then Licensee will be entitled to recover
119 Licensee's actual and consequential damages, including any additional costs incurred for storage and lodging due
120 to the fact that Licensor failed to allow occupancy as agreed hereunder.

121 Upon Licensee's default of the Contract or this Agreement, this License is immediately revoked without further
122 notice. Licensor shall be entitled to apply the Deposit toward Licensor's damages and attorneys fees.

123 **Status upon Revocation (Trespass):** If Licensee fails to timely vacate the Property after the License is revoked
124 or expired, Licensee shall be deemed a trespasser. Licensor will continue to retain all of its other rights under this
125 Agreement. If Licensee fails to voluntarily surrender possession of the Property, Licensor may perform a non-
126 judicial lockout of the Property and retake possession.

127 **Liquidated Damages for Failure to Vacate:** If Licensee fails to timely vacate, Licensee shall pay \$ _____
128 per day during the period of unauthorized occupancy (trespass) as liquidated damages. The parties acknowledge
129 that: (i) this amount is a reasonable estimate of Licensor's potential damages in connection with a breach of this
130 Agreement, considering factors such as changing market conditions, actual costs to be incurred, legal fees, and
131 lost profit; and (ii) that Licensor's potential damages in connection with a breach of this Agreement would be
132 difficult to quantify, as of the Commencement Date.

Licensor Initials _____

Licensee Initials _____

133 Licensee shall be responsible for any and all damage to the Property and shall pay to Lessor the cost of any
134 repairs required to put the Property in the same condition as existed at the beginning of the Commencement Date
135 immediately upon receipt of written demand from Lessor accompanied by invoices or other documentation of
136 the cost of such repairs. Lessor may, at its sole discretion, apply the Deposit towards the costs and refund any
137 amount remaining.

138 Lessor shall consider any personal property belonging to Licensee and left on the Property after the Termination
139 Date to have been abandoned, in which case Lessor may dispose of all such personal property in any manner
140 Lessor shall deem proper, and Lessor is hereby relieved of all liability for so doing.

141 All rights and remedies under this Agreement or by law are cumulative and not alternative.

142 **Attorney's Fees:** The prevailing party in any legal proceeding brought under or relating to this Agreement shall be
143 entitled to recovery of all reasonable attorney fees and costs.

144 **Vacating Procedures:**

145 Upon Termination, Licensee shall immediately:

146 (i) Vacate the Property and remove all personal property and debris, leaving it broom-clean.
147 (ii) Surrender the Property in the same condition as it existed on the Commencement Date (COE), normal wear
148 and tear excepted.
149 (iii) Deliver all keys, access codes, and openers to Lessor.

Miscellaneous

150 **Governing Law:** This Agreement shall be governed by the laws of the State of Arizona.

151 **Entire Agreement and Modification:** This Agreement constitutes the entire agreement and cannot be changed
152 except by written agreement signed by the parties.

153 **Notices:** All notices referenced in this Agreement shall be in writing and deemed delivered and received when:
154 (i) hand-delivered, or (ii) sent via electronic mail to the addresses specified in the Contract, provided receipt is
155 confirmed.

156 **Waiver of Broker Liability:** Lessor and Licensee acknowledge that the real estate agents and brokers involved
157 (the "Brokers") recommended obtaining legal counsel regarding the significant risks of post-closing occupancy.
158 The parties waive any and all claims against the Brokers arising out of or related to this Agreement.

159 **No Third Party-Beneficiaries:** The terms of this Agreement are intended solely for the benefit of the parties, and
160 the parties do not intend to confer third-party beneficiary rights upon any other person.

161 **Successors and Assigns:** This Agreement is binding on and inures to the benefit of each party and their
162 successors and permitted assigns.

163 **Assignment:** Neither Party may assign its rights or delegate performance of its obligations under this Agreement
164 without the prior written consent of the other party. Any attempt to make any assignment or delegation not in
165 compliance with this Agreement is void. Unless expressly agreed otherwise, no assignment shall release the
166 assigning Party from its obligations hereunder.

Signatures

Lessor Initials _____

Licensee Initials _____

167 **CONSULT AN ATTORNEY AND ALL OTHER RELEVANT PROFESSIONAL BEFORE SIGNING:** Real estate
168 brokers and agents are not qualified to provide financial, legal, insurance or tax advice regarding this
real estate transaction. The parties should consult with all relevant professionals before signing this
Agreement, especially relative to insurance considerations, legal considerations, and potential forfeiture
of Licensee's Deposit. **READ THIS FORM CAREFULLY.**

169 _____
Licensor (Buyer) Signature _____ Date

Licensor (Buyer) Signature _____ Date

170 _____
Licensor (Buyer) Signature _____ Date

Licensor (Buyer) Signature _____ Date

171 _____
Licensee (Seller) Signature _____ Date

Licensee (Seller) Signature _____ Date

172 _____
Licensee (Seller) Signature _____ Date

Licensee (Seller) Signature _____ Date