

**AGREEMENT TO OCCUPY AFTER CLOSING**

1	Buyer(s) _____
2	Seller(s) _____
3	Property Address or Tax ID # _____
4	_____ (the "Property")

5 Buyer and Seller have executed a Real Estate Sale Agreement ("Sale Agreement") for the above-described Property. Seller desires to occupy the  
6 Property after closing.

7 This Agreement to Occupy After Closing ("Agreement") is not subject to the Oregon Residential Landlord Tenant Act, see [ORS 90.110\(2\)](#). Buyer's  
8 right to evict Seller first requires issuance of a twenty-four (24) hour written notice, see [ORS 91.130](#).

9 **1. OCCUPANCY:** Buyer grants to Seller the right to occupy the Property after Closing during the Term described in Section 2. However, during that  
10 Term, Buyer will have exclusive use of the following portion(s) of the Property: *(describe)* \_\_\_\_\_  
11 \_\_\_\_\_.

12 **2. TERM:** Seller's right to occupy will begin on the date of Closing and continue until: *(select one)*

13 (a)  *(insert time)* \_\_\_\_\_  a.m.  p.m. \_\_\_\_ calendar days after Closing; or

14 (b)  *(insert time)* \_\_\_\_\_  a.m.  p.m. on *(insert date)* \_\_\_\_\_

15 (the "Term"), after which time Seller will have no legal right to occupy the Property. Buyer will verify with Buyer's lender (if applicable) that the Buyer's  
16 lender permits the agreed-upon Term. The parties must Sign and Deliver any agreement to extend the Term, and the Term (including any extension)  
17 must not exceed ninety (90) calendar days to qualify for the exclusion in [ORS 90.110\(2\)](#). If the transaction fails to close, this Agreement will  
18 automatically terminate on such failure, and Buyer will promptly refund all deposits or pre-paid sums received under this Agreement.

19 **3. COMPENSATION:** Seller will pay rent at the rate of \$ \_\_\_\_\_ per *(select one)*  day  week  month. The total amount of rent for the  
20 entire Term is \$ \_\_\_\_\_ ("Total Rent"). Seller will pay the rent: *(select one)*

21 (a)  in a lump sum to Escrow and disbursed to Buyer at time of Closing; or

22 (b)  after Closing, and in periodic installments directly to Buyer throughout the Term in the rental amounts and on the due dates as follows:  
23 *(describe)* \_\_\_\_\_  
24 \_\_\_\_\_  
25 \_\_\_\_\_

26 If any rent is unpaid for four (4) days after the due date, in addition to any other remedies available to Buyer, Seller will pay a late charge of  
27 \$ \_\_\_\_\_ (\$50.00 if not filled in) per day, commencing on the fifth (5th) day, until all rent and late charges are fully paid. If any rent or late  
28 fees are not paid within seven (7) days after the due date, then this Agreement will terminate, and Buyer may take possession of the Property seventy-  
29 two (72) hours after Buyer posts a written notice on the front door of the Property. That notice will state (i) that this Agreement will terminate and Buyer  
30 will be entitled to possession of the Property if the unpaid sums are not paid within seventy-two (72) hours, and (ii) the time and date of posting.

31 **4. PURPOSE:** Seller will use the Property exclusively as a private residence and will not allow more than *(insert number)* \_\_\_\_\_ persons to occupy  
32 the Property without the prior written consent of Buyer.

33 **5. SELLER'S OBLIGATIONS:** Seller will, at Seller's own expense:

34 (a) comply with all applicable laws, ordinances, regulations, public/private covenants, easements, and permitted uses affecting the Property;

35 (b) not engage in any nuisance or unlawful activities (including the manufacture, distribution, sale, or use of any federally controlled substance)  
36 in or about the Property, or permit or cause a nuisance or environmental hazardous condition therein;

37 (c) keep the Property, including the interior and exterior of all structures, the grounds, trees, shrubbery, and all landscaping, in a clean, neat,  
38 safe, and orderly appearance and condition consistent with its appearance and condition at the time of Closing (which Buyer may inspect to  
39 confirm before Closing); and

40 (d) not use or store any combustible materials on the Property, or engage in any activity that could cause Buyer's fire insurance rates to  
41 increase.

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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42 **6. MAINTENANCE, REPAIR, REPLACEMENT RESPONSIBILITIES OF PARTIES.** Seller accepts the Property in its "AS-IS" condition as of the date  
 43 of Closing. Subject to any Exceptions/Additions or Additional Provisions noted below, during the Term hereof, the parties agree as follows:

44 **6.1. Seller's Responsibilities.** In addition to Seller's Obligations at Section 5, Seller will, at Seller's sole expense, perform routine maintenance of  
 45 all heating, cooling, electrical, water, plumbing, irrigation, and other systems, utilities and services (including wells and septic/onsite sewage system  
 46 if applicable), and all appliances.

47 **6.2. Buyer's Responsibilities.** If any of the systems or appliances in the Property fail to operate properly, Buyer will promptly repair them. If Buyer  
 48 cannot (in the opinion of a qualified inspector, vendor, or other expert selected by Buyer who has inspected them) repair them to operate in a safe,  
 49 efficient, and cost-effective manner for the remainder of the Term, Buyer will promptly replace them at Buyer's sole expense. Seller will cooperate  
 50 with Buyer to provide access at all reasonable times for such inspection, and, if applicable, repair or replacement. If Buyer reasonably determines  
 51 that the need for the work was due to negligent, reckless, or willful misconduct of Seller or Seller's guests, invitees or pets, Buyer will Deliver to  
 52 Seller copies of paid invoice(s) for the completed work at the address provided in Section 8, and Seller will reimburse Buyer for the cost of the  
 53 work within ten (10) Business Days of Buyer's delivery of paid invoice(s) to Seller.

54 Exceptions/Additions to Sections 6, 6.1, or 6.2: (*describe*) \_\_\_\_\_  
 55 \_\_\_\_\_  
 56 \_\_\_\_\_

57 **7. FUEL:** If any heating oil, propane, or other fuel is on the Property on the date Buyer is entitled to possession: (*select one*)

- 58 (a)  on the date of Buyer's possession, Buyer will pay Seller for the fuel outside of Escrow at the rate paid by Seller, or  
 59 (b)  the fuel is included with the Property at no stated value.

60 The previous sentence supersedes the agreement for payment for fuel on the Property contained in the Utilities Section of the Sale Agreement.

61 **8. SECURITY DEPOSIT/CONDITION OF PROPERTY AT END OF TERM:** Seller will: (*select one*)

- 62 (a)  not pay a security deposit as a part of this Agreement; or  
 63 (b)  pay a security deposit in the amount of \$ \_\_\_\_\_ (\$500 if not filled in) ("Security Deposit") at or before Closing (*select one*)  
 64 (i)  directly to Buyer.  
 65 (ii)  directly to Escrow for disbursement to Buyer at Closing.

66 Buyer need not hold any Security Deposit in a segregated account or a trust account, and any interest thereon will accrue to the benefit of Buyer.  
 67 Buyer may apply the Security Deposit toward the cost of repair or replacement of any portion of the Property which an insurance company did not  
 68 pay or agree to pay as a result of damage Seller caused in whole or in part. However, Buyer may not apply any portion of the Security Deposit toward  
 69 the expenditure of Buyer's time.

70 No later than the end of the Term (the "Deadline"), Seller will fully vacate the Property and remove all of Seller's furniture, furnishings, and personal  
 71 property not sold or transferred to Buyer under the Sale Agreement or a bill of sale and will remove all accumulated trash and debris in or around the  
 72 Property. On or before the Deadline, Seller will Deliver possession of the Property to Buyer, together with all fixtures and systems, including the  
 73 grounds, trees, shrubbery, and landscaping, in substantially the same condition it was in at the time of Closing.

74 If Seller vacates the Property under the terms of this Agreement, and there are no damages or defaults hereunder, Buyer will, within three (3) Business  
 75 Days following the date Seller notifies Buyer that the Property is vacant, refund the entire Security Deposit to Seller at: (*insert street address, city,*  
 76 *state, zip code*) \_\_\_\_\_  
 77 \_\_\_\_\_ (Seller's mailing address).

78 **9. DAMAGES:** If there are damages or defaults under this Agreement, Buyer will provide Seller with:

- 79 (a) written explanation of said damages or defaults (including any supporting evidence);  
 80 (b) reasonable accounting of how the Security Deposit was applied; and  
 81 (c) an itemization of the actual costs incurred or to be incurred.

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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## AGREEMENT TO OCCUPY AFTER CLOSING

82 If Buyer paid a third party for labor or materials to remedy or cure any damages or defaults caused by Seller, Buyer will also provide Seller with copies  
83 of all receipts. If Buyer has not yet paid any third parties but has good faith, arms-length written bids for doing so, Buyer will include them instead of  
84 receipts, along with a representation that Buyer will employ the provider(s) of the bid(s) to perform the work. Buyer will provide to Seller all information  
85 described in this section within ten (10) Business Days following the date Seller notifies Buyer the Property is vacant. If any of the Security Deposit  
86 remains after deducting the costs incurred, or yet to be incurred, to remedy or cure the defaults or damages under this Agreement, Buyer will refund  
87 the balance to Seller with the other information described in this paragraph.

88 **10. PETS:** Seller (*select one*)  is  is not permitted to keep pets on the Property. If permitted, pets will be limited to: (*describe*)  
89 \_\_\_\_\_

90 Seller will promptly repair any damage caused by Seller's pets.

91 **11. ACCESS AND REPAIR:** Seller will admit Buyer or Buyer's authorized agent at reasonable times to inspect the Property or for any other purpose  
92 reasonably related to the terms of this Agreement. In addition, the parties agree that the Buyer may enter for specific purposes described in Additional  
93 Provisions.

94 **12. ASSIGNMENT:** Seller will not transfer or assign all or any portion of Seller's interest in this Agreement, nor rent, sublease or assign all or any  
95 portion of the Property without Buyer's prior written consent, which Buyer may withhold at Buyer's sole discretion.

96 **13. ENCUMBRANCES:** During the Term, Seller will keep the Property free of all liens and encumbrances and will hold Buyer harmless therefrom.

97 **14. COMPLIANCE WITH LAW:** Seller will comply with all laws, orders, regulations, rules, ordinances, restrictive covenants, and other restrictions  
98 and conditions related to the use, care, and control of the Property.

99 **15. INSURANCE; DESTRUCTION:** Before Closing, Buyer will secure a policy of casualty insurance on the Property for its full insurable value. At  
100 least five (5) Business Days before closing, Seller will:

101 (a) obtain a renters insurance policy with an insurance company authorized by the State of Oregon with a single limit of liability coverage not  
102 less than \$ \_\_\_\_\_ (\$500,000 if not filled in); and

103 (b) Deliver a certificate of insurance listing Buyer as an additional interest on the policy to Buyer at the following address: (*insert street address,*  
104 *city, state, zip code*) \_\_\_\_\_  
105 \_\_\_\_\_

106 Nothing in this Agreement prevents either party from securing any additional insurance. If the Property is materially damaged during the Term, and  
107 Buyer reasonably determines that Seller's continued occupancy would be difficult in light of the need to commence repairs, Buyer may terminate this  
108 Agreement by giving at least seventy-two (72) hours written notice to Seller. Each party will cooperate with the other in filing any insurance claims  
109 one or both may have. Before signing this Agreement, Seller and Buyer should discuss with their insurance agents whether they will have adequate  
110 coverage for all of their real and personal property under this Agreement and whether their insurance agents recommend any additional coverages  
111 or policies. The parties' real estate agents are not qualified to render opinions on the adequacy or type of insurance that is appropriate.

112 **16. INJURY TO PROPERTY OR PERSON:** Seller is responsible for any negligent or willful act or omission upon the Property during the Term. Seller  
113 will indemnify and hold Buyer and all real estate firms, their agents, employees, and representatives harmless from all claims, losses, liabilities,  
114 damages, or expenses, including attorney fees, directly or indirectly arising from Seller's use and occupancy of the Property.

115 **17. SELLER'S FAILURE TO VACATE BY END OF TERM:** If Seller remains in possession of the Property beyond the Term, Buyer may Deliver  
116 (manually or electronically) to Seller a written notice to vacate within twenty-four (24) hours pursuant to [ORS 91.130](#). If Seller does not fully vacate  
117 the Property within twenty-four (24) hours of delivery of that notice, Buyer may file for eviction pursuant to [ORS 105.105 et seq.](#) In addition, if Seller  
118 fails to vacate the Property during that twenty-four (24) hour period, Buyer will be entitled to recover from Seller, or the Security Deposit, or both, the  
119 following sum: (*select one*)

120 (a)  a liquidated damage sum of \$ \_\_\_\_\_ (zero [0] if not filled in);

121 (b)  an amount equal to two (2) months' rent under this Agreement, or twice the actual damages sustained by Buyer, whichever is greater;

122 (c)  an amount equal to the daily principal, interest, taxes, and insurance accruing under Buyer's note(s) and trust deed(s) for each day  
123 following the date Buyer is entitled to possession of the Property; or

124 (d)  other: (*describe*) \_\_\_\_\_

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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125 **18. DELIVERY OF KEYS FROM SELLER TO BUYER:** Seller will Deliver to Buyer: *(select one)*

126 (a)  one (1) complete set of keys on the day of Closing and the remaining keys at the end of the Term or when possession of the Property

127 is Delivered to Buyer, whichever is earlier;

128 (b)  all keys at the end of the Term, or when possession of the Property is Delivered to Buyer, whichever is earlier; or

129 (c)  Other: *(describe)* \_\_\_\_\_.

130 Seller will handle delivery of the keys to Buyer at the end of the Term as follows: *(describe)* \_\_\_\_\_

131 \_\_\_\_\_.

132 **19. AGENCY RELATIONSHIP:** The parties acknowledge Oregon statutes, rules, and other laws govern the duration of the agency relationship

133 between a principal and their real estate agent, and most of the duties of a real estate agent terminate at Closing. Although this Agreement will be

134 performed by Buyer and Seller after Closing, this Agreement does not impose any duties on the parties' real estate agents that extend beyond Closing.

135 **20. DISPUTE RESOLUTION; ATTORNEY FEES AND COSTS:** Subject to the following sentence, any dispute between the parties directly or

136 indirectly relating to this Agreement will be resolved in accordance with the mediation and arbitration provisions of the Sale Agreement. But if Buyer

137 seeks to obtain possession of the Property as a result of Seller's default under this Agreement, Buyer will have the right to file an eviction proceeding

138 in court under ORS 105.105 et seq. If any suit, action, or arbitration is filed to enforce or interpret the rights of the parties under this Agreement, the

139 prevailing party will be entitled to recover their reasonable attorney's fee and costs in the proceeding and any appeal therefrom.

140 **21. BINDING EFFECT:** This Agreement is binding on and inures to the benefit of the parties' heirs, successors, and permitted assigns.

141 **22. NO WAIVER:** Failure by Buyer to require strict performance of any term of this Agreement will not affect Buyer's rights. No waiver of a default will

142 be a waiver of a later default or a waiver of this clause.

143 **23. INTEGRATION AND AMENDMENT:** This Agreement constitutes all of the terms, conditions, and agreements of the parties relating to Seller's

144 right of occupancy of the Property and may not be modified or amended except in writing signed by the party against whom enforcement is sought.

145 If there is any conflict between the terms of this Agreement and the terms of the Sale Agreement, the terms of this Agreement will prevail.

146 **24. GOVERNING LAW:** This Agreement will be enforced according to Oregon Law and venue and will be placed in the county where the Property is

147 located.

148 **25. ADDITIONAL PROVISIONS:** *(describe)* \_\_\_\_\_

149 \_\_\_\_\_

150 \_\_\_\_\_

151 \_\_\_\_\_

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161 Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

162 Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

163 Seller \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

164 Seller \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

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