

## USE AND OCCUPANCY AGREEMENT

Concerning Property located at: \_\_\_\_\_

Date: \_\_\_\_\_

The undersigned Buyer and Seller, for good and valuable consideration, the adequacy of which is hereby acknowledged, agree as follows:

1. **Occupancy and Term** - The Buyer shall have the right to use and occupy the Property prior to closing starting on \_\_\_\_\_ and continuing until the Closing Date.
2. **Possession** - The taking of possession of the Property by the Buyers shall constitute acceptance of the Property in their then condition and shall satisfy Seller's obligations under the terms of the Purchase and Sale Agreement.
3. **Payments** - The Buyer agrees to pay the Seller under the following terms as consideration for the use and occupancy of the property:

\_\_\_\_\_  
\_\_\_\_\_

4. **Utilities and Maintenance** - The Buyers shall pay all amounts due for all utilities for the Property, including electricity, gas and oil, and any normal maintenance, including snow removal, so long as they occupy the Property. The Seller shall be responsible, at its sole cost and expense, for maintenance and repairs of the mechanical (which shall mean heating/cooling and plumbing), electrical, and structural systems of the Property and the roof (the "Systems"), except for maintenance and repair of such Systems caused by Buyers' negligence.
5. **Insurance** - The Buyers agree to obtain and maintain, at their sole cost and expense a hazard insurance policy which covers the Buyer's liability for the use and occupancy of the Property.
6. **No Tenancy** - The Buyers agree that no tenancy of any nature has been established by the execution of this Agreement by the Seller.
7. **Damages** - The Buyer agrees that the Buyer shall be liable for all losses and damages incurred by the Seller due to the Buyers' failure to vacate the Property on the Termination Date.
8. **Termination Date** - In the event the closing does not occur the Buyer hereby agrees to vacate the premises by \_\_\_\_\_.

9. **Additional Terms** - The Buyer and Seller further agree as follows (if applicable):

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10. **Severalty** - The singular terms Buyer and Seller are used herein collectively to include, jointly and severalty each of the undersigned in the singular or plural.

11. **Governing Law** - This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

\_\_\_\_\_  
BUYER: \_\_\_\_\_

\_\_\_\_\_  
SELLER: \_\_\_\_\_

\_\_\_\_\_  
BUYER: \_\_\_\_\_

\_\_\_\_\_  
SELLER: \_\_\_\_\_