

## 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 Seller shall have the right to use and occupy the Property after closing starting on \_\_\_\_\_ and continuing until \_\_\_\_\_.
2. **Possession** – Remaining in possession of the Property by the Seller shall not constitute acceptance of the Property in their then condition and shall not satisfy Seller’s obligations under the terms of the Purchase and Sale Agreement to deliver the property in broom clean condition..
3. **Payments** - The Seller agrees to pay the Buyer under the following terms as consideration for the use and occupancy of the property:

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

4. **Utilities and Maintenance** - The Seller 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”).
5. **Insurance** - The Seller agrees to maintain, at their sole cost and expense a hazard insurance policy which covers the Seller’s liability for the use and occupancy of the Property.
6. **No Tenancy** - The Sellers agree that no tenancy of any nature has been established by the execution of this Agreement by the Seller.
7. **Damages** - The Seller agrees that the Seller shall be liable for all losses and damages incurred by the Buyer due to the Sellers’ failure to vacate the Property on the Termination Date.
8. **Hold Harmless** - The Buyer shall not be responsible for any loss or any damage to any or all of the Sellers’ personal belongings. The Seller agrees to indemnify and hold the Buyer harmless from any claims, losses, damages and expenses, including reasonable attorney fees, of any nature, whether for personal injury, property damage, or any other damage, or costs, arising out of Sellers continued occupancy and use of the property.

9. **Termination Date** - Seller hereby agrees to vacate the premises by \_\_\_\_\_.

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

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11. **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.

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

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

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

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

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