



VINSON CHASE,  
REALTOR®

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**RENTAL AGREEMENT**  
**If possession is retained after**  
**closing and/or consummation of**  
**purchase.**

The undersigned Seller and Buyer, having heretofore executed a Real Estate Purchase Contract dated \_\_\_\_\_, 20\_\_\_\_,  
Relating to the real property situated in \_\_\_\_\_,  
City \_\_\_\_\_, County of \_\_\_\_\_  
State of California described as \_\_\_\_\_

and Seller desiring to retain possession of said premises after close of escrow, the parties agree as follows:

1. Upon execution of this Agreement by the parties, Purchaser hereby grants permission to Seller to retain possession of said premises for \_\_\_\_\_ calendar days, subject to the terms of paragraph 2 below.
2. In consideration of Purchaser's permission to Seller to retain possession of the premises, Seller agrees:
  - A) To maintain the subject property grounds, and all systems, built-in appliances and equipment in the same condition as at close of escrow.
  - B) Purchase Agreement permits Seller to retain possession at no cost for \_\_\_\_\_ calendar days, commencing on the day escrow closes.
  - C) Commencing on the day escrow closes, or after the period identified in 2(B) above, Seller agrees to pay Purchaser, as compensation for the use of said premises, the sum of \$ \_\_\_\_\_  
( \_\_\_\_\_ DOLLARS) per day, for a period not to exceed \_\_\_\_\_ calendar days. Seller further agrees to pay \$ \_\_\_\_\_  
( \_\_\_\_\_ DOLLARS) in advance into escrow prior to closing, to be pro-rated as of the date Seller vacates premises. These funds shall be released from escrow upon the joint instruction of COLDWELL BANKER VINSON CHASE, REALTOR® and \_\_\_\_\_ (other broker) per the terms of this agreement.
  - D) To continue payment of all utilities and services until property is vacated.
  - E) To give Purchaser or Purchaser's agent not less than forty-eight (48) hours prior notice of intent to vacate.
  - F) To refrain from under taking any alterations of the subject property without prior written consent of Purchaser.
  - G) To abide by all laws and governmental regulations with respect to use or occupancy of the premises.
  - H) To admit Purchaser or his authorized agent at reasonable times for the purpose of inspecting the premises after escrow is closed.
  - I) There shall be no right to sublease or assign rights under this occupancy agreement.
3. Purchaser and Seller are hereby put on notice to investigate the effect on their own insurance coverage of Seller's continued occupancy of the premises, after close of escrow.
4. This Agreement is not intended to create a relationship of landlord and tenant, buy merely a license to temporarily use and occupy the subject property; the right of Seller to occupy the premises shall be on a day-to-day basis, subject to the terms hereof. SELLER ACKNOWLEDGES THAT SHE/HE IS NOT ENTITLED TO NOTICE TO VACATE PURSUSANT TO CIVIL CODE, SECTION 1161 (1). Seller agrees to pay all costs of any legal action that may be instituted by Purchaser to enforce the terms hereof, or for the termination of this Agreement and removal of the Seller from the property, including reasonable attorney's fees.
5. Other: \_\_\_\_\_

A copy of this agreement is hereby acknowledged by the undersigned.

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

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

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_