

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(PCO70-10-11) (Mandatory 1-12)

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

## POST-CLOSING OCCUPANCY AGREEMENT (Seller Rent-Back Agreement)

Note: This form is to be used only for short-term residential occupancy for a term not to exceed 30 days. A residential lease shall be used for a term longer than 30 days.

1. This Post-Closing Occupancy Agreement (Agreement) is entered into between \_\_\_\_\_ (Seller), and \_\_\_\_\_ (Buyer), relating to the occupancy of the following legally described real estate in the County of \_\_\_\_\_, Colorado:

known as No. \_\_\_\_\_ CO \_\_\_\_\_ (Property).  
Street Address City State Zip

2. Buyer and Seller entered into that certain Contract to Buy and Sell Real Estate dated \_\_\_\_\_, and any amendments (Contract). All terms of the Contract are incorporated herein by reference. In the event of any conflict between this Agreement and the Contract, this Agreement shall control, subject to subsequent amendments to the Contract or this Agreement.

3. Seller shall retain possession of the Property from date of Closing to \_\_\_\_\_ days subsequent to Closing as set forth in the Contract (Term).

4. During the Term of this Agreement, Seller shall, at Seller's sole expense, keep the improvements and any personal property on the Property and owned by Buyer in the same condition and repair, normal wear and tear excepted, as of Closing, except as set forth in § 5. Unless such services are provided by a third party (e.g., homeowner's association), Seller also shall maintain the landscaping and mow the lawn as previously maintained. Seller shall provide timely notice to Buyer of any improvement requiring maintenance or repair.

5. Buyer shall, at Buyer's sole expense, maintain and repair the heating and cooling systems including ventilation and ducts, plumbing, electrical wiring, roof and structural components of the Property and all appliances in the Property owned by Buyer, and the lawn sprinkler system, if any. Seller shall be responsible for any misuse, waste, neglect or damage to the Property or personal property on the Property caused by Seller or Seller's family or visitors.

6. Upon reasonable prior notice to Seller, Buyer shall have access to the Property at all reasonable times and Buyer, or Buyer's designee, may enter the Property without interference or disturbing Seller's possession of the Property. Buyer shall have the right, but not the obligation, to restore the Property and any items of personal property owned by Buyer to the same condition of repair and cleanliness as existed at the date of this Agreement, or Closing, whichever shall be later, and, in such event, Seller shall pay Buyer, in addition to the rent, the costs of such repair or replacement.

7. Rent shall be at the rate of \$ \_\_\_\_\_ per day for the Term of the occupancy, payable in advance at Closing and delivery of deed. Should Seller vacate earlier, the unearned rent  Shall  Shall Not be refunded to Seller.

8. Should Seller not timely surrender possession of the Property to Buyer, Seller shall be subject to eviction and shall be additionally liable to Buyer for payment of \$ \_\_\_\_\_ per day from and after the Term, until possession is delivered to Buyer.

9. Water and sewer charges incurred during Seller's occupancy shall be paid by  Seller  Buyer.

10. Electric and gas service incurred during Seller's occupancy shall be paid by  Seller  Buyer. Arrangements for the final reading and payments for said utilities and services shall be made by both parties.

46 11. Seller  **Shall**  **Shall Not** maintain and pay the cost of (1) a Seller's "Renters Policy" covering Seller's personal  
47 property on the Property and (2)  **Shall**  **Shall Not** maintain and pay the cost of adequate liability insurance in favor of  
48 both Seller and Buyer and supply to Buyer evidence of such insurance. Buyer agrees to maintain and shall pay the cost of  
49 Homeowner's Property Insurance Policy (which may be endorsed as a non-owner occupant/Buyer).

50 12. Seller agrees that a security deposit in the amount of \$ \_\_\_\_\_ will be held by  **Buyer**  \_\_\_\_\_  
51 from Closing until Seller vacates the Property. The security deposit shall be held and disbursed pursuant to Colorado law,  
52 generally within one month after the Term of this Agreement.

53 13. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Agreement,  
54 prior to or after the Term of this Agreement, the arbitrator or court shall award to the prevailing party all reasonable costs and  
55 expenses, including attorney fees, legal fees and expenses.

56 14. **ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real  
57 Estate Commission.)  
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Buyer's Name: \_\_\_\_\_

Buyer's Name: \_\_\_\_\_

\_\_\_\_\_  
Buyer's Signature Date

\_\_\_\_\_  
Buyer's Signature Date

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Electronic Address: \_\_\_\_\_

Electronic Address: \_\_\_\_\_

Seller's Name: \_\_\_\_\_

Seller's Name: \_\_\_\_\_

\_\_\_\_\_  
Seller's Signature Date

\_\_\_\_\_  
Seller's Signature Date

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Electronic Address: \_\_\_\_\_

Electronic Address: \_\_\_\_\_

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