

OCCUPANCY ADDENDUM • Page \_\_\_\_\_ of \_\_\_\_\_  
ANN ARBOR AREA BOARD OF REALTORS®



RE: THE PROPERTY KNOWN AS \_\_\_\_\_  
(Street) (City) (Zip Code)

Subject to payment of the occupancy charge described below, Purchaser agrees that Seller may occupy the premises until 6:00 PM on \_\_\_\_\_ ("Scheduled Possession Date").

**OCCUPANCY CHARGE ESCROW:** At closing, Seller will pay into escrow the occupancy charge specified below (select one) to be held until possession date.

Within five (5) business days after delivery of the keys by Seller, the escrow agent will disburse escrow according to the terms of the escrow agreement to be signed at closing.

**A. LUMP-SUM.** The total amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), to be paid as an occupancy charge even if Seller surrenders possession prior to the scheduled possession date;

**B. DAILY RATE.** The daily amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), times the number of days from and including the date of closing, up to but not including the scheduled possession date;

**C. 1/30 PITI.** The fixed daily amount representing 1/30 of Purchaser's monthly installment payment of principal and interest, property taxes and hazard insurance (and private mortgage insurance and association fees, if applicable) times the number of days from and including the date of closing, up to but not including the scheduled possession date.

**HOLD-OVER PENALTY:** If Seller fails to surrender possession by the scheduled possession date, Seller will pay to Purchaser:

A hold-over rate of one and one-half times the daily amount specified in B or C above; or

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per day.

Hold-over rate applies from and including the scheduled possession date through the actual possession date. In any event, Seller is also liable for Purchaser's actual and reasonable expenses incurred as a result of the hold-over by Seller.

**DAMAGE DEPOSIT ESCROW:** At closing, Seller will also pay into escrow the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) as a damage deposit to cover repairs or damages sustained during Seller's occupancy. Escrow Agent will disburse the damage deposit within five (5) business days of receipt of a damage deposit escrow release signed by both parties. If, on the actual possession date, repairs or damages exceed the amount of the damage deposit, Seller will immediately, upon demand, pay the excess amount to Purchaser.

**INSURANCE:** From the date of closing, Purchaser will maintain hazard insurance on the property and Seller will maintain insurance for liability and Seller's personal property. Purchaser is not responsible for damages or injury to Seller or Seller's personal property. Seller will not be required to pay for losses covered by Purchaser's hazard insurance policy. However, Seller will pay the deductible on Purchaser's hazard insurance for any claims made while Seller is in possession which are attributable to Seller's acts or omissions.

**INSPECTION:** Purchaser is entitled to an inspection of the property immediately prior to the surrender of possession by Seller.

**OTHER:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS OCCUPANCY ADDENDUM IS NOT A LEASE. ALL PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY.  
IN THE EVENT OF A CONFLICT BETWEEN THIS OCCUPANCY ADDENDUM AND ANY SIGNED LEASE,  
THE TERMS OF THE SIGNED LEASE WILL CONTROL.**

Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_ \_\_\_\_\_ Date: \_\_\_\_\_

**ACCEPTANCE DATE:**  Seller  Purchaser accepts this counter offer as written.

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