JOINT APPROVED FORM, WINNEBAGO COUNTY BAR ASSOCIATION "WCBA" AND ROCKFORD AREA ASSOCIATION OF REALTORS® "RAAR"

OCCUPANCY RIDER

This Occupancy Rider is made to a Contract for Purchase and Sale between the undersigned parties for the premises located at _____, _____, Illinois.

The parties further agree as follows:

1. Buyer agrees to allow Seller following closing to continue to occupy the above-described premises through_____, for the sum of $_____ per day, in the total amount of $_____, payable as an occupancy charge at time of closing. If after closing the parties agree to transfer possession to Buyer sooner than originally provided in this paragraph, Buyer will return to Seller prorated rent for the days that the premises are not occupied by Seller.

2. Seller will be responsible for the payment of all utilities during the occupancy term, including but not limited to electricity, gas, water and sanitary user's fees, with utilities to be prorated through the date possession is surrendered.

3. Seller will be responsible for normal maintenance during the occupancy term and will surrender possession of the premises in the condition provided in the Contract.

4. Seller shall maintain liability insurance with reasonably adequate limits and shall insure Seller's personal property. Buyer shall maintain all risk insurance and liability insurance on the premises and structure after closing. Upon Buyer's request, Seller shall provide a certificate of Seller's liability insurance designating Buyer as an additional insured.

5. If Seller has warranted the listed systems, equipment and personal property provided in Paragraph 12 of the Contract, the warranty shall extend until possession is transferred from Seller to Buyer.

6. If Seller fails to transfer possession of the premises as provided herein, Buyer shall be entitled to recover double the daily occupancy charge for each day Seller fails to transfer possession, and to recover Buyer's reasonable attorney's fees and costs incurred in obtaining possession of the premises.

_____ _____

SELLER Date BUYER Date

_____ _____

SELLER Date BUYER Date