

**ADDENDUM O TO THE OFFER TO PURCHASE - OCCUPANCY AGREEMENT**

(For use if Buyer occupies the Property before closing or if Seller occupies the Property after closing).

1 Addendum attached to and made a part of the Offer to Purchase dated \_\_\_\_\_ made by Buyer  
2 \_\_\_\_\_ with respect to the Property at  
3 \_\_\_\_\_, Wisconsin.

4 **THE TERMS OF THIS ADDENDUM PROCEEDED BY AN OPEN BOX (  ) ARE A PART OF THIS ADDENDUM ONLY IF THE**  
5 **BOX IS MARKED, SUCH AS WITH AN "X." THEY ARE NOT PART OF THE ADDENDUM IF MARKED "N/A" OR LEFT BLANK.**

6 **■ PREMISES OCCUPIED:** This Agreement relates to the following Premises: (the Property) ( \_\_\_\_\_  
7 \_\_\_\_\_ ) ~~STRIKE ONE~~ (the Property if neither is stricken) (hereinafter referred to as the Premises).

8 **■ OCCUPANCY PERIOD:** (Check one box and complete)  
9  Buyer (Owner) grants to Seller (Occupant) post-closing occupancy of the Premises beginning at closing  
10 and ending on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. (Occupancy Date).

11  Seller (Owner) grants to Buyer (Occupant) pre-closing occupancy of the Premises beginning on  
12 \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. (Occupancy Date) and ending at closing.

13  **OCCUPANCY CHARGE:** Occupant shall prepay \$ \_\_\_\_\_ per day or partial day of occupancy which shall be  
14 held by \_\_\_\_\_. Payment is due at the beginning of the Occupancy  
15 Period. Any unearned portion of the Occupancy Charge (is)(is not) ~~STRIKE ONE~~ refundable based upon actual  
16 occupancy (is refundable if neither is stricken).

17  **SECURITY DEPOSIT:** Occupant shall prepay a Security Deposit of \$ \_\_\_\_\_ which shall be held by  
18 \_\_\_\_\_. Payment is due at the beginning of the Occupancy  
19 Period. In a pre-closing occupancy, the entire amount of the Security Deposit shall be refunded to Buyer upon the  
20 closing of this Offer. In all other cases the Security Deposit shall be refunded at the end of the Occupancy Period  
21 except that the Owner may withhold for Occupant damage, waste or neglect, not including normal wear and tear.  
22 Unless otherwise agreed, disbursement of the Security Deposit shall be made pursuant to the written direction of the  
23 Owner. The Parties agree to hold any person or entity harmless for good faith disbursement per the terms of this  
24 Addendum or applicable law. Disbursement does not affect the legal rights of the Parties with respect to this Offer or  
25 the Security Deposit. Legal counsel should be consulted should a dispute arise regarding the Parties' legal rights.

26  **UTILITIES:** Occupant shall have all utility services rendered in Occupant's name and shall pay all bills for utility  
27 services during the Occupancy Period, as they become due. To the extent that this cannot or is not done, utilities shall  
28 be prorated based upon the Occupancy Date.

29  **MAINTENANCE:** Occupant will be responsible for all routine repairs and normal maintenance of the Premises and  
30 personal property included in the Offer during the Occupancy Period. Occupant shall maintain the Premises, including  
31 any heating, sewer, plumbing and electrical systems; any built-in appliances and equipment; the exterior and grounds;  
32 and included personal property in reasonable repair and normal working order during the Occupancy Period. Major  
33 repairs and major maintenance items costing more than \$ \_\_\_\_\_ shall be the responsibility of Owner. Disputes  
34 regarding major repair or maintenance costs shall be resolved based on an estimate provided by an independent,  
35 "qualified 3rd party" [as defined in Wis. Stat. § 452.23(2)(b)] mutually selected by Owner and Occupant.

36  **KEYS:** During the Occupancy Period, the Occupant shall have \_\_\_\_\_ keys to the Premises and the Owner shall  
37 have \_\_\_\_\_ keys to the Premises. Owner shall be admitted to the Premises at reasonable times upon \_\_\_\_\_ hours  
38 advance notice for the following purposes: inspect the Property, \_\_\_\_\_.

39  **PROPERTY TAXES:** Real estate taxes for the Premises shall be prorated through the (day prior to closing)  
40 (Occupancy Date) ~~STRIKE ONE~~ (Occupancy Date if neither is stricken). **NOTE: If tax proration are to be as of**  
41 **the Occupancy Date, the Closing Prorations provisions in the Offer are hereby amended to provide that: "Net**  
42 **general real estate taxes shall accrue to Seller, and be prorated at closing, through the Occupancy Date."**

43  **TERMINATION:** In a post-closing occupancy, if Seller fails to give possession of the Premises to Buyer on the  
44 Occupancy Date, the Buyer may initiate legal action to recover possession of the Premises, all charges imposed in this  
45 Addendum, for the loss of use of the Premises in the amount of \$ \_\_\_\_\_ per day, any other damages and all  
46 reasonable costs and reasonable attorney's fees. If Buyer is occupying the Premises pre-closing and the transaction  
47 does not close by the date set in the Offer, Buyer will surrender possession of the Premises to Seller within \_\_\_\_\_  
48 days of the scheduled closing date unless otherwise agreed in writing.

49  **OTHER:** \_\_\_\_\_  
50 \_\_\_\_\_  
51 \_\_\_\_\_  
52 \_\_\_\_\_

53 By initialing and dating below, each Party acknowledges that they have received and read a copy of this Addendum.

54 \_\_\_\_\_  
55 (Buyer(s)' Initials) ▲ (Date) ▲ (Seller(s)' Initials) ▲ (Date) ▲

56 ■ **USE OF PREMISES:** Provided that Occupant performs the obligations of this Addendum, Occupant shall be entitled  
57 to peacefully and quietly have, hold and enjoy the Premises during the Occupancy Period. Occupant will make no  
58 changes, alterations, or improvements to the Premises without the prior written consent of Owner. There shall be no  
59 assignment or subleasing of these occupancy rights. All laws and governmental regulations with respect to the use or  
60 occupancy of the Premises shall be observed.

61 ■ **HOLD HARMLESS:** Occupant will hold Owner harmless for all liabilities, claims or expenses resulting from  
62 Occupant's use, possession and occupancy of the Premises as described in this Addendum.

63 ■ **NOT LANDLORD-TENANT:** Pursuant to Wis. Stat. § 704.01(5), a person holding possession of real property under  
64 a contract of purchase is not a tenant under the statute. Therefore, this Addendum does not create a landlord/tenant  
65 relationship and thus is not subject to the provisions of Wis. Stat. Ch. 704 or Wis. Admin. Code Ch. ATCP 134.

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.