



CHICAGO ASSOCIATION OF REALTORS®
Rider 22 – Post-Closing Possession Rider
This Contract is Intended to be a Binding Real Estate Contract



1 This Post-Closing Possession Rider ("**Rider**") is made a part of and incorporated into that certain real estate contract
 2 between _____ ("**Buyer**") and _____
 3 ("**Seller**") dated _____ ("**Contract**") for the purchase and sale of the property commonly known as
 4 _____ ("**Property**").

5 I. Except as modified by this Rider (and any other riders entered into by and between Buyer and Seller), all of the terms
 6 and conditions contained in the Contract remain in full force and effect. In the event of any conflict between the terms and
 7 conditions of this Rider and the terms and conditions of the Contract, the terms and conditions of this Rider shall prevail.
 8 Capitalized terms used in this Rider and not defined shall have the meaning ascribed to such terms in the Contract.

9 II. Buyer and Seller agree to Seller's possession of the Property after Closing [**check one**] for _____ day(s) **OR** until
 10 _____ ("**Possession Date**"). Seller shall deposit in escrow at Closing [**check one**] two percent (2%) of the
 11 Purchase Price **OR** the sum of \$ _____ ("**Possession Escrow**") to be paid by Escrowee as follows:

- 12 a) [**check one**] The sum of \$ _____ per day **OR** The sum of \$ _____ per day representing
 13 the Buyer's principal and interest on Buyer's mortgage, general real estate taxes, insurance, and assessments
 14 (if applicable) to Buyer for Seller's use and occupancy from and including the day after Closing to and including
 15 the day of delivery of Possession, if on or before the Possession Date;
- 16 b) The amount per day equal to three (3) times the daily amount set forth in paragraph II.a of this Rider shall be
 17 paid to Buyer for each day after the Possession Date specified in this paragraph that Seller remains in
 18 possession of the Property; and
- 19 c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Closing as set forth in
 20 the Contract have been satisfied.

21 Seller's liability under this paragraph shall not be limited to the amount of the possession escrow deposit referred to above.
 22 Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties. Acceptance of payments by
 23 Buyer shall not limit Buyer's other legal remedies. Seller shall be responsible for all utilities that serve the Property until
 24 Possession Date. This Rider, and all terms and conditions herein, shall survive Closing.

25 **Buyer(s) Signature:**

Seller(s) Signature:

26 _____
 27 Date

_____ Date

28 _____
 29 Date

_____ Date