

## **WHAT CAN BE INVOLVED IN SELLING A HOME IN WISCONSIN**

Unlike some states where the local Multiple Listing Service has suggested some forms for use as a Offer to Purchase, there are specific Wisconsin forms which real estate brokers are required to use and some forms which are customary. Typically, in a residential sale, a form WB11 (Offer to Purchase) is utilized along with an Addendum A which often differs depending on which MLS is involved (Metro MLS, South Central MLS or Northeast Wisconsin MLS) In order to for you understand what is involved in these forms, samples are attached to this document. Of course, if neither the buyer or seller are using a Real Estate agent, then the forms are not mandated but still often utilized.

If you choose to have help with Sellers Forms through Homecoin and your house is in Wisconsin, here are a few of the services that a law firm performed for you:

- ▶ review all the documents you provide the law firm and gather any additional necessary documents;
- ▶ review terms of an Offer to Purchase given to you by a buyer, summarize the important terms and suggest any terms which may be appropriate to be countered;
- ▶ write or review the terms of Counter Offers, Notices, Amendments, and other necessary documents;
- ▶ assist you in satisfying any seller contingencies in the accepted offer;
- ▶ review the various disclosures and related documents (i.e., inspection report, disclosures, leases, etc.) and discuss any response to the information and/or situation presented;
- ▶ will help you monitor deadlines contained within the accepted offer;
- ▶ the law firm will review and explain, if desired, the title commitment and the various documents typically attached to it (easements, etc.); and
- ▶ and finally, review all the seller's closing documents prior to the actual day of closing and advise you as to the closing itself.

**WB-11 RESIDENTIAL OFFER TO PURCHASE**

1 **LICENSEE DRAFTING THIS OFFER ON \_\_\_\_\_ [DATE] IS (AGENT OF BUYER)**

2 **(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) [STRIKE THOSE NOT APPLICABLE]**

3 The Buyer, \_\_\_\_\_,

4 offers to purchase the Property known as [Street Address] \_\_\_\_\_,

5 \_\_\_\_\_

6 in the \_\_\_\_\_ of \_\_\_\_\_, County

7 of \_\_\_\_\_ Wisconsin (insert additional description, if any, at lines 543-551 or

8 in an addendum per line 573), on the following terms:

9 **PURCHASE PRICE** The purchase price is \_\_\_\_\_

10 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date

12 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: \_\_\_\_\_

13 \_\_\_\_\_

14 \_\_\_\_\_

15 \_\_\_\_\_

16 \_\_\_\_\_

17 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**

18 **or not included.**

19 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at

20 lines 12-16) and the following: \_\_\_\_\_

21 \_\_\_\_\_

22 \_\_\_\_\_

23 \_\_\_\_\_

24 **CAUTION: Identify Fixtures that are on the Property (see lines 26-36) to be excluded by Seller or that are rented**

25 **(e.g., water softeners or other water treatment systems, LP tanks, etc.) and will continue to be owned by the lessor.**

26 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land, buildings or

27 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily

28 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as

29 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows;

30 electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units

31 and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or fitted floor

32 coverings; awnings; attached antennas and satellite dishes (but not the component parts); audio/visual wall mounting

33 brackets (but not the audio/visual equipment); garage door openers and remote controls; installed security systems; central

34 vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans;

35 fences; in-ground pet containment systems, including receiver components; storage buildings on permanent foundations

36 and docks/piers on permanent foundations.

37 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softeners or other water**

38 **treatment systems, LP tanks, etc.) on lines 20-23 or at lines 543-551 or in an addendum per line 573).**

39 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer

40 on or before \_\_\_\_\_ . Seller may keep the

41 Property on the market and accept secondary offers after binding acceptance of this Offer.

42 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

43 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical

44 copies of the Offer.

45 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**

46 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

47 **CLOSING** This transaction is to be closed on \_\_\_\_\_

48 \_\_\_\_\_ at the place selected by Seller,

49 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state

50 holiday, the closing date shall be the next Business Day.

51 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**

52 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**

53 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**

54 **transfer instructions.**

55 **EARNEST MONEY**

56 ■ EARNEST MONEY of \$ \_\_\_\_\_ accompanies this Offer.

57 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

58 ■ EARNEST MONEY of \$ \_\_\_\_\_ will be mailed, or commercially, electronically  
59 or personally delivered within \_\_\_\_\_ days ("5" if left blank) after acceptance.

60 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as  
61 \_\_\_\_\_) **STRIKE THOSE NOT APPLICABLE**

62 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

63 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**  
64 **attorney as lines 67-87 do not apply. If someone other than Buyer pays earnest money, consider a special**  
65 **disbursement agreement.**

66 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

67 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the  
68 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository  
69 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall  
70 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according  
71 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been  
72 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the  
73 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;  
74 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)  
75 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain  
76 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the  
77 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

78 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties  
79 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest  
80 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party  
81 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified  
82 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order  
83 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of  
84 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their  
85 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good  
86 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional  
87 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

88 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)  
89 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in  
90 this Offer except: \_\_\_\_\_

91 \_\_\_\_\_ . If "Time is of the Essence" applies to a date or Deadline,  
92 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date  
93 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

94 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property that includes one-to-four dwelling units  
95 to provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never  
96 been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example,  
97 personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03.  
98 The law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance  
99 of the contract of sale . . . , to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer  
100 who does not receive a report within the 10 days may, within two business days after the end of that 10-day period, rescind  
101 the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have  
102 certain rescission rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days,  
103 but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for additional  
104 information regarding rescission rights.

105 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has  
106 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 112-177) other than those identified in  
107 Seller's Real Estate Condition Report dated \_\_\_\_\_, which was received by Buyer prior to Buyer signing  
108 this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and  
109 \_\_\_\_\_

110 \_\_\_\_\_  
111 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

112 "Conditions Affecting the Property or Transaction" are defined to include:

113 a. Defects in the roof, basement or foundation (including cracks, seepage and bulges), electrical system, or part of the  
114 plumbing system (including the water heater, water softener and swimming pool); or basement, window, or plumbing leaks;

- 115 overflow from sinks, bathtubs, or sewers; or other water or moisture intrusions or conditions.
- 116 b. Defects in heating and air conditioning system (including the air filters and humidifiers); in a wood burning stove or  
117 fireplace; or caused by a fire in a stove or fireplace or elsewhere on the Property.
- 118 c. Defects related to smoke detectors or carbon monoxide detectors, or a violation of applicable state or local smoke  
119 detector or carbon monoxide detector laws.
- 120 d. Defects in any structure, or mechanical equipment included as Fixtures or personal property.
- 121 e. Rented items located on the Property such as a water softener or other water conditioner system.
- 122 f. Defects caused by unsafe concentrations of, or unsafe conditions on the Property relating to radon, radium in water  
123 supplies, lead in paint, soil or water supplies, unsafe levels of mold, asbestos or asbestos-containing materials or other  
124 potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or toxic  
125 substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on  
126 but not directly serving the Property.
- 127 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**  
128 **properties built before 1978.**
- 129 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic  
130 substances on neighboring properties.
- 131 h. Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the  
132 Property or in a well that serves the Property, including unsafe well water.
- 133 i. A septic system or other private sanitary disposal system serves the Property; Defects in the septic system or other  
134 sanitary disposal system on the Property; or any out-of-service septic system serving the Property not closed or abandoned  
135 according to applicable regulations.
- 136 j. Underground or aboveground fuel storage tanks on or previously located on the Property; or Defects in the underground  
137 or aboveground fuel storage tanks on or previously located on the Property. (The owner, by law, may have to register the  
138 tanks with the Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708,  
139 whether the tanks are in use or not. Department regulations may require closure or removal of unused tanks.)
- 140 k. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased); or Defects in an  
141 "LP" tank on the Property.
- 142 l. Notice of property tax increases, other than normal annual increases, or pending Property reassessment; remodeling  
143 that may increase the Property's assessed value; pending special assessments; or Property is within a special purpose  
144 district, such as a drainage district, that has authority to impose assessments.
- 145 m. Proposed construction of a public project that may affect use of the Property; Property additions or remodeling affecting  
146 Property structure or mechanical systems during Seller's ownership without required permits; or any land division involving  
147 the Property without required state or local permits.
- 148 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit  
149 and there are common areas associated with the Property that are co-owned with others.
- 150 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,  
151 wetland or shoreland zoning area; or the Property is subject to a shoreland mitigation plan required by Wisconsin  
152 Department of Natural Resources (DNR) rules that obligates the Property owner to establish or maintain certain measures  
153 related to shoreland conditions, enforceable by the county.
- 154 p. Nonconforming uses of the Property; conservation easements, restrictive covenants or deed restrictions on the  
155 Property; or, other than public rights of way, nonowners having rights to use part of the Property, including, but not limited  
156 to, private rights-of-way and easements other than recorded utility easements.
- 157 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment  
158 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 159 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop  
160 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 161 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will  
162 be transferred with the Property because the dam is owned by a homeowners' association, lake district, or similar group of  
163 which the Property owner is a member.
- 164 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint  
165 driveway) affecting the Property.
- 166 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition; or any insurance  
167 claims relating to damage to the Property within the last five years.
- 168 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting  
169 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 170 w. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal, reptile, or  
171 other insect infestations.
- 172 x. Structure on the Property designated as an historic building; all or any part of the Property in an historic district; or one  
173 or more burial sites on the Property.
- 174 y. Agreements binding subsequent owners such as a lease agreement or extension of credit from an electric cooperative.
- 175 z. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

176 aa. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or  
177 excessive sliding, settling, earth movement or upheavals.

178 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a  
179 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing  
180 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel  
181 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or  
182 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's  
183 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the  
184 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise  
185 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

186 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**  
187 **the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**  
188 **other material terms of the contingency.**

189 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed  
190 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to  
191 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to  
192 be reported to the Wisconsin Department of Natural Resources.

193  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 178-192).

194 (1) This Offer is contingent upon a Wisconsin registered or Wisconsin licensed home inspector performing a home inspection  
195 of the Property after the date on line 1 of this Offer that discloses no Defects.

196 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an  
197 inspection of \_\_\_\_\_

198 \_\_\_\_\_ (list any Property component(s)  
199 to be separately inspected, e.g., swimming pool, roof, foundation, chimney, etc.) which discloses no Defects.

200 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided  
201 they occur prior to the Deadline specified at line 206. Inspection(s) shall be performed by a qualified independent  
202 inspector or independent qualified third party.

203 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

204 **CAUTION: Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as**  
205 **well as any follow-up inspection(s).**

206 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("15" if left blank) after acceptance, delivers  
207 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the  
208 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

209 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

210 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent  
211 of which Buyer had actual knowledge or written notice before signing this Offer.

212 **NOTE: "Defect" as defined on lines 445-447 means a condition that would have a significant adverse effect on the**  
213 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**  
214 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**  
215 **of the premises.**

216 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.  
217 If Seller has the right to cure, Seller may satisfy this contingency by:

218 (1) delivering written notice to Buyer within \_\_\_\_\_ ("10" if left blank) days after Buyer's delivery of the Notice of Defects  
219 stating Seller's election to cure Defects;

220 (2) curing the Defects in a good and workmanlike manner; and

221 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

222 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

223 (1) Seller does not have the right to cure; or

224 (2) Seller has the right to cure but:

225 (a) Seller delivers written notice that Seller will not cure; or

226 (b) Seller does not timely deliver the written notice of election to cure.

227  **RADON TESTING CONTINGENCY:** This Offer is contingent upon Buyer obtaining a current written report of the  
228 results of a radon test at the Property performed by a qualified third party in a manner consistent with applicable  
229 Environmental Protection Agency (EPA) and Wisconsin Department of Health Services (DHS) protocols and standards  
230 indicating an EPA average radon level of less than 4.0 picoCuries per liter (pCi/L), at (Buyer's) (Seller's) **STRIKE ONE**  
231 ("Buyer's" if neither is stricken) expense.

232 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("20" if left blank) after acceptance delivers  
233 to Seller a written copy of the radon test results indicating a radon level of 4.0 pCi or higher and written notice objecting to  
234 the radon level in the report.

235 ■ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

236 If Seller has the right to cure, Seller may satisfy this contingency by:

237 (1) delivering a written notice of Seller's election to cure within 10 days after delivery of Buyer's notice; and,

238 (2) installing a radon mitigation system in conformance with EPA standards in a good and workmanlike manner and by  
239 giving Buyer a report of the work done and a post remediation test report indicating a radon level of less than 4.0 pCi/L  
240 pCi/L no later than three days prior to closing.

241 This Offer shall be null and void if Buyer timely delivers the above written notice and report to Seller and:

242 (1) Seller does not have the right to cure; or

243 (2) Seller has the right to cure but:

244 (a) Seller delivers written notice that Seller will not cure; or

245 (b) Seller does not timely deliver the notice of election to cure.

246 **NOTE: For radon information refer to the EPA at [epa.gov/radon](http://epa.gov/radon) or the DHS at [dhs.wisconsin.gov/radon](http://dhs.wisconsin.gov/radon).**

247 **IF LINE 248 IS NOT MARKED OR IS MARKED N/A LINES 296-307 APPLY.**

248  **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written  
249 \_\_\_\_\_ [loan type or specific lender, if any] first mortgage loan commitment as described  
250 below, within \_\_\_\_\_ days after acceptance of this Offer. The financing selected shall be in an amount of not less than  
251 \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years. Initial  
252 monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Buyer acknowledges that lender's  
253 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance  
254 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees  
255 to pay discount points in an amount not to exceed \_\_\_\_\_ % ("0" if left blank) of the loan. If Buyer is using multiple loan  
256 sources or obtaining a construction loan or land contract financing, describe at lines 543-551 or in an addendum attached  
257 per line 573. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly  
258 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow  
259 lender's appraiser access to the Property.

260 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise  
261 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments  
262 shall be adjusted as necessary to maintain the term and amortization stated above.

263 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 264 or 265.**

264  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_ %.

265  **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed \_\_\_\_\_ %. The initial interest rate  
266 shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % ("2" if  
267 left blank) at the first adjustment and by not more than \_\_\_\_\_ % ("1" if left blank) at each subsequent adjustment.  
268 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus \_\_\_\_\_ % ("6" if  
269 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

270 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer  
271 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

272 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment  
273 (even if subject to conditions) that is:

274 (1) signed by Buyer; or

275 (2) accompanied by Buyer's written direction for delivery.

276 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy  
277 this contingency.

278 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to  
279 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment  
280 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

281 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 250.  
282 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of  
283 written loan commitment from Buyer.

284 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this  
285 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall  
286 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of  
287 unavailability.

288  **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

289 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 284-287; or

290 (2) the Deadline for delivery of the loan commitment set on line 250

291 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same  
292 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

293 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to  
294 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit  
295 worthiness for Seller financing.

296 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within \_\_\_\_\_ days ("7" if left blank) after  
 297 acceptance, Buyer shall deliver to Seller either:

298 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at  
 299 the time of verification, sufficient funds to close; or

300 (2) \_\_\_\_\_  
 301 \_\_\_\_\_ [Specify documentation Buyer agrees to deliver to Seller].

302 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written  
 303 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain  
 304 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's  
 305 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject  
 306 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of  
 307 access for an appraisal constitute a financing commitment contingency.

308  **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised  
 309 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated  
 310 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than  
 311 the agreed upon purchase price.

312 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days after acceptance, delivers to Seller a copy  
 313 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting  
 314 to the appraised value.

315 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

316 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase  
 317 price to the value shown on the appraisal report within \_\_\_\_\_ days ("5" if left blank) after Buyer's delivery of the appraisal  
 318 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated  
 319 by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

320 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written  
 321 appraisal report and:

322 (1) Seller does not have the right to cure; or

323 (2) Seller has the right to cure but:

324 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

325 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal  
 326 report.

327 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

328  **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of  
 329 Buyer's property located at \_\_\_\_\_  
 330 no later than \_\_\_\_\_ (the Deadline). If closing does not occur by the Deadline, this

331 Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification  
 332 from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds  
 333 to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or  
 334 proof of bridge loan shall not extend the closing date for this Offer.

335  **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another  
 336 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within \_\_\_\_\_ hours ("72" if  
 337 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

338 (1) Written waiver of the Closing of Buyer's Property Contingency if line 328 is marked;

339 (2) Written waiver of \_\_\_\_\_  
 340 \_\_\_\_\_ (name other contingencies, if any); and

341 (3) Any of the following checked below:

342  Proof of bridge loan financing.

343  Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide  
 344 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

345 Other: \_\_\_\_\_  
 346 \_\_\_\_\_

347 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

348  **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon  
 349 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer  
 350 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other  
 351 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to  
 352 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days ("7"  
 353 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this  
 354 Offer becomes primary.

355 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may  
 356 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time

357 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if neither is  
358 stricken).

359 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:  
360 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners  
361 association assessments, fuel and \_\_\_\_\_  
362 \_\_\_\_\_.

363 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

364 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

365 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA**:

366  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate  
367 taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS CHOICE  
368 APPLIES IF NO BOX IS CHECKED.

369  Current assessment times current mill rate (current means as of the date of closing).

370  Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior  
371 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

372  \_\_\_\_\_.

373 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**  
374 **substantially different than the amount used for proration especially in transactions involving new construction,**  
375 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**  
376 **assessor regarding possible tax changes.**

377  Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on  
378 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5  
379 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall  
380 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation  
381 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

### 382 **TITLE EVIDENCE**

383 ■ **CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed**  
384 **(trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as**  
385 **provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements**  
386 **entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use**  
387 **restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate**  
388 **Condition Report and in this Offer, general taxes levied in the year of closing and \_\_\_\_\_**  
389 \_\_\_\_\_

390 \_\_\_\_\_ (insert other allowable exceptions from title, if any)  
391 that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the  
392 documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

393 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**  
394 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**  
395 **making improvements to Property or a use other than the current use.**

396 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of  
397 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall  
398 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's  
399 lender and recording the deed or other conveyance.

400 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)  
401 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded  
402 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance  
403 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or  
404 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 410-  
405 415).

406 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney  
407 or Buyer not less than 5 business days before closing, showing title to the Property as of a date no more than 15 days  
408 before delivery of such title evidence to be merchantable per lines 383-391, subject only to liens that will be paid out of the  
409 proceeds of closing and standard title insurance requirements and exceptions.

410 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
411 objections to title by the time set for closing. Seller shall have a reasonable time, but not exceeding 15 days, to remove the  
412 objections, and the time for closing shall be extended as necessary for this purpose. If Seller is unable to remove said  
413 objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the objections, and the  
414 time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be null and void.  
415 Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

416 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced  
417 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments



418 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution  
419 describing the planned improvements and the assessment of benefits.

420 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**  
421 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**  
422 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**  
423 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**  
424 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**  
425 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

426 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights  
427 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the  
428 (written) (oral) **STRIKE ONE** lease(s), if any, are \_\_\_\_\_

429 \_\_\_\_\_  
430 \_\_\_\_\_ . Insert additional terms, if any, at lines 543-551 or attach as an addendum per line 573.

#### 431 **DEFINITIONS**

432 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document  
433 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice  
434 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

435 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under  
436 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive  
437 registered mail or make regular deliveries on that day.

438 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by  
439 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the  
440 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner  
441 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of  
442 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by  
443 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific  
444 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

445 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would  
446 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would  
447 significantly shorten or adversely affect the expected normal life of the premises.

448 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

449 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.

450 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

451 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (  ) are part of  
452 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

453 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total  
454 acreage or building square footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate  
455 because of rounding, formulas used or other reasons, unless verified by survey or other means.

456 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land,**  
457 **building or room dimensions, if material.**

458 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of  
459 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the  
460 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession  
461 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession  
462 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,  
463 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this  
464 Offer to the seller, or seller's agent, of another property that Seller intends on purchasing.

465 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier  
466 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for  
467 ordinary wear and tear and changes agreed upon by Parties.

468 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an  
469 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer  
470 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of  
471 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than  
472 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of  
473 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such  
474 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit  
475 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed  
476 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring

477 the Property.

478 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by  
479 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no  
480 significant change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by Parties,  
481 and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

482 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in  
483 this Offer at lines 543-551 or in an addendum attached per line 573, or lines 426-430 if the Property is leased. At time of  
484 Buyer's occupancy, Property shall be in broom swept condition and free of all debris, refuse, and personal property except  
485 for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given  
486 subject to tenant's rights, if any.

487 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and  
488 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting  
489 party to liability for damages or other legal remedies.

490 If Buyer defaults, Seller may:

- 491 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or  
492 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual  
493 actual damages.

494 If Seller defaults, Buyer may:

- 495 (1) sue for specific performance; or  
496 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

497 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability  
498 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party  
499 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.  
500 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the  
501 arbitration agreement.

502 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**  
503 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**  
504 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**  
505 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**  
506 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

507 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller  
508 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds  
509 and inures to the benefit of the Parties to this Offer and their successors in interest.

510 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons  
511 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>  
512 or by telephone at (608) 240-5830.

513 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)  
514 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the  
515 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding  
516 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign  
517 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the  
518 amount of any liability assumed by Buyer.

519 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**  
520 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**  
521 **upon the Property.**

522 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a  
523 condition report incorporated in this Offer per lines 105-108, or (2) no later than 10 days after acceptance, Seller delivers  
524 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 530-532 apply.

525 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified  
526 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's  
527 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,  
528 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this  
529 Offer and proceed under lines 494-501.

530 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the  
531 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding  
532 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

533 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,  
534 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §  
535 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall

536 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also  
537 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,  
538 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

539 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**  
540 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption  
541 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding  
542 FIRPTA.

543 **ADDITIONAL PROVISIONS/CONTINGENCIES** \_\_\_\_\_  
544 \_\_\_\_\_  
545 \_\_\_\_\_  
546 \_\_\_\_\_  
547 \_\_\_\_\_  
548 \_\_\_\_\_  
549 \_\_\_\_\_  
550 \_\_\_\_\_  
551 \_\_\_\_\_

552 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
553 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines  
554 555-570.

555 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at  
556 line 557 or 558.

557 Name of Seller's recipient for delivery, if any: \_\_\_\_\_

558 Name of Buyer's recipient for delivery, if any: \_\_\_\_\_

559  (2) **Fax**: fax transmission of the document or written notice to the following number:

560 Seller: (\_\_\_\_\_) \_\_\_\_\_ Buyer: (\_\_\_\_\_) \_\_\_\_\_

561  (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a  
562 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's  
563 address at line 566 or 567.

564  (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the  
565 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

566 Address for Seller: \_\_\_\_\_

567 Address for Buyer: \_\_\_\_\_

568  (5) **Email**: electronically transmitting the document or written notice to the email address.

569 Email Address for Seller: \_\_\_\_\_

570 Email Address for Buyer: \_\_\_\_\_

571 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller  
572 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

573  **ADDENDA**: The attached \_\_\_\_\_ is/are made part of this Offer.

574 This Offer was drafted by [Licensee and Firm] \_\_\_\_\_

575 (x) \_\_\_\_\_  
576 Buyer's Signature ▲ Print Name Here ▶ \_\_\_\_\_ Date ▲ \_\_\_\_\_

577 (x) \_\_\_\_\_  
578 Buyer's Signature ▲ Print Name Here ▶ \_\_\_\_\_ Date ▲ \_\_\_\_\_

579 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**  
580 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**  
581 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**  
582 **COPY OF THIS OFFER.**

583 (x) \_\_\_\_\_  
584 Seller's Signature ▲ Print Name Here ▶ \_\_\_\_\_ Date ▲ \_\_\_\_\_

585 (x) \_\_\_\_\_  
586 Seller's Signature ▲ Print Name Here ▶ \_\_\_\_\_ Date ▲ \_\_\_\_\_

587 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_

588 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

589 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
590 Seller Initials ▲ Date ▲ \_\_\_\_\_ Seller Initials ▲ Date ▲ \_\_\_\_\_

**ADDENDUM A TO OFFER TO PURCHASE**

1 This Addendum is made part of the Offer to Purchase dated \_\_\_\_\_ made by \_\_\_\_\_  
2 \_\_\_\_\_ (Buyer) with respect to the Property at \_\_\_\_\_  
3 \_\_\_\_\_, Wisconsin. If different, the mailing  
4 address is: \_\_\_\_\_, Wisconsin. (collectively Property)

5 **INCLUSION OF OPTIONAL PROVISIONS** The provisions preceded by an open box (  ) are part of this addendum if marked such as with an "x". They are not  
6 part if marked "n/a" or left blank (except as provided at lines 7-9).

7 **For optional provisions in the Offer (and any addenda) which require a box to be checked which have not been marked "n/a" or stricken in their entirety,**  
8 **if any blank within any part of the optional provision has been filled in (by handwriting or by typing), then it shall be as if the appropriate box was also**  
9 **checked thus including said optional provision within the Offer.**

10  **SELLER'S CONTRIBUTION:** Seller shall give Buyer a loan cost credit and/or pre-payables at closing in the amount of \$ \_\_\_\_\_ ("0" if left blank) to  
11 assist Buyer in purchasing the Property. Any funds not applied as a loan cost credit and/or pre-payable shall be credited back to Seller at closing. This is exclusive of  
12 any loan fees indicated on the Offer.

13  **HOME WARRANTY PROGRAM:** A limited home warranty plan shall be included, effective on the date of closing, and shall be for a term of one year provided  
14 that the Property qualifies for the warranty plan. The cost of the home warranty shall not exceed \$ \_\_\_\_\_. The cost of the warranty will be paid by the  
15 (Seller) (Buyer) **STRIKE ONE** ("Seller" if neither is stricken) at closing. The warranty plan will be ordered by the (listing) (selling) **STRIKE ONE** firm ("listing" if  
16 neither is stricken). Buyer is advised that a home inspection may detect pre-existing conditions which may not be covered under the warranty plan.

17 **NOTE: Buyer has been informed of the availability of a limited home warranty plan.**

18  **ASSOCIATION FEE:** Buyer acknowledges the association fee of \$ \_\_\_\_\_ ("0" if left blank) per \_\_\_\_\_.

19 **INSPECTIONS, TESTS, APPRAISALS, AND OPINIONS** Real estate agents may furnish a list of independent inspectors/testers to the Parties. Unless provided in  
20 writing, no representations have been made as to the competency of the inspectors/testers. The Party designated as responsible for obtaining an inspection/test shall  
21 be solely responsible for determining the qualifications of the inspector/tester. In the event any inspection or test is ordered on behalf of the Parties by a firm in the  
22 transaction, the Parties agree to hold the firm harmless for any damages or liability resulting from the inspection or test, other than that caused by the firms'  
23 negligence or intentional wrongdoing. Buyer may receive copies of certain inspection, test, appraisal or other reports prepared for other persons. Buyer should  
24 carefully review these reports to determine the age of the report, the purpose for which they were prepared, and the standards of practice followed by the individual  
25 preparing the report. It is recommended that Buyer have the Property inspected by a professional inspector or other qualified independent inspector.

26 **CAUTION: The firm and its agents (hereinafter firm) recommends Buyer have the Property tested and inspected for all conditions that Buyer considers**  
27 **material to the transaction.**

28  **TESTING CONTINGENCY:** This Offer is contingent upon Buyer obtaining a current written report from a qualified independent third party documenting the  
29 results of the following test(s) conducted pursuant to applicable government or industry protocols and standards: \_\_\_\_\_

30 \_\_\_\_\_ (insert tests to  
31 be performed, e.g. asbestos, mold, or other substances or conditions which may affect the health of occupants or the value or structure of the Property) within  
32 \_\_\_\_\_ days ("15" if left blank) of acceptance, at (Buyer's) (Seller's) **STRIKE ONE** expense ("Buyer's" if neither is stricken). Testing shall be performed by a  
33 qualified independent third party. Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure. See Right to Cure lines 67- 78.

34  **WELL WATER TESTING CONTINGENCY:** If there is an active well serving the Property this Offer is contingent upon Buyer receiving, no later than  
35 \_\_\_\_\_ days ("15" if left blank) prior to closing, a written report dated no earlier than 60 days prior to the date set for closing from a state-certified or other  
36 independent qualified lab which indicates that the well(s) is/are supplying water that is within the levels established by federal or state laws regulating public water  
37 systems for safe human consumption relative to the following substances: bacteria (total Coliform and E.coli), nitrate, arsenic and \_\_\_\_\_

38 \_\_\_\_\_ (**NOTE:** if desired insert other substances that may affect the  
39 drinking water safety such as: lead, pesticides, nitrite, copper, radium, etc.) (Buyer) (Seller) **STRIKE ONE** ("Seller" if neither is stricken) shall be responsible for  
40 obtaining the report(s), including all costs, and agrees to promptly provide copies of all reports received to the other Party. All water samples used for testing shall be  
41 taken by a licensed plumber or other qualified independent third party. Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure. See  
42 Right to Cure lines 67- 78. (See DNR Web site: <http://dnr.wi.gov/topic/DrinkingWater/> )

43  **WELL SYSTEM INSPECTION CONTINGENCY:** If the Property is served by an active well(s) other than a community well (see lines 53-56 regarding shared  
44 well agreements; see lines 50-52 regarding abandoned well(s)) this Offer is contingent upon Buyer receiving no later than \_\_\_\_\_ days ("15" if left blank) prior to  
45 closing a written report(s) dated no earlier than 60 days prior to the date set for closing from a licensed pump installer or a licensed well driller competent to inspect  
46 well systems, which indicates that the well(s) and pressure system(s) conform to the code in effect at the time they were installed and are not disapproved for current  
47 use. (Buyer) (Seller) **STRIKE ONE** ("Seller" if neither is stricken) shall be responsible for obtaining the report(s), including all costs. Seller (shall) (shall not)  
48 **STRIKE ONE** ("shall" if neither is stricken) have the right to cure. See Right to Cure lines 67- 78.

49 **If the well is inspected, the Well Water Testing Contingency is automatically selected and included in this Offer.**

50 **ABANDONED WELLS** If there is an abandoned well on the Property, Seller shall, prior to closing, close the well at Seller's expense and provide Buyer with  
51 documentation of closure in compliance with applicable codes or provide Buyer with documentation evidencing that the well has been previously closed in  
52 compliance with the applicable codes in effect at the time of closure.

53 **SHARED WELL AGREEMENT** If the well providing drinking water to the Property is a private shared well Seller shall, at Seller's expense, provide Buyer with a  
54 copy of a shared well agreement (Agreement) which provides standards for operation, maintenance and use of the shared well for residential purposes no later than  
55 fifteen (15) days prior to closing. Unless this sentence is stricken the Agreement shall provide for the prorata cost sharing for all parcels included in the Agreement. If  
56 the Agreement has not already been recorded, it shall be provided in recordable form, with recording fees to be Seller's expense at closing.

57  **PRIVATE SANITARY SYSTEM [PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS)] INSPECTION CONTINGENCY:** If the Property is  
58 served by a private sanitary system this Offer is contingent upon Buyer receiving no later than \_\_\_\_\_ days prior to closing ("15" if left blank) a written report  
59 dated no earlier than \_\_\_\_\_ days prior to the date set for closing ("60" if left blank) from a county code administrator, licensed master plumber, licensed master  
60 plumber-restricted service, licensed plumbing designer, registered engineer, certified POWTS inspector, certified septage operator or a certified soils tester, which

61 indicates that the POWTS conforms to the code in effect when the system was installed and is not disapproved for current use. (Buyer) (Seller) **STRIKE ONE**  
62 ("Seller" if neither is stricken) shall be responsible for obtaining the report, including all costs other than pumping costs. The POWTS is to be pumped at time of  
63 inspection at Seller's expense regardless of the strike on line 61. Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure. See  
64 Right to Cure lines 67-78.

65 **CAUTION: Different professionals may be needed to inspect different system components. Buyer is aware that POWTS are regulated by state and county**  
66 **agencies. Additional inspection(s)/testing and ongoing maintenance may be required upon transfer of the Property.**

67 **RIGHT TO CURE REGARDING CONTINGENCIES AT LINES 28, 34, 43 & 57**

68 Each contingency selected above [testing, well water, well system or private sanitary system (POWTS)] shall be deemed satisfied unless Buyer, within five days of  
69 the earlier of: 1) Buyer's Actual Receipt of the applicable testing, water, well or sanitary system report(s) or 2) the deadline for delivery of said report(s), delivers to  
70 Seller, a copy of the report(s) and a written notice identifying the Defect(s) to which Buyer objects or 3) the deadline for delivery of said report(s), and Seller was to  
71 provide report(s) and report(s) were not delivered, Buyer delivers to Seller a written notice to terminate. If Seller was granted the right to cure in a contingency above  
72 Seller may satisfy the contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure  
73 Defects; (2) curing the Defects in a good and workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within three days prior to  
74 closing. This Offer shall be null and void if Buyer makes timely delivery of Notice of Defects and written inspection report(s) and: (1) Seller does not have the right to  
75 cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to  
76 cure. For the purposes of this contingency, Defect is defined per the Offer. Cures of Defects in POWTS may be accomplished only by repairing the current POWTS  
77 system or by replacing the current POWTS system with the same type of system which meets the applicable standard stated above, unless otherwise agreed to in  
78 writing.

79 **SANITARY DISTRICT SEWER CONSTRUCTION** Buyer is informed that the Property may be located within an established sanitary district. Buyer may be subject  
80 to taxes, special assessments or other charges for sewer planning or construction, user fees and related costs. Buyer is encouraged to contact officials of the  
81 sanitary district to inquire about such costs.

82 **FINANCING ISSUES**

83 **■ Financing Commitment Contingency — Additional Terms: The Financing Commitment Contingency in the Offer includes the following terms:**

84 **A.** Within seven (7) days of acceptance Buyer shall obtain written confirmation from a financial institution that Buyer has applied for financing. Seller may, no earlier  
85 than seven (7) days after acceptance, deliver a written request for written confirmation of application. Buyer shall deliver written confirmation of application no later  
86 than five (5) days after Seller's delivery of the written request or Seller may, at Seller's option declare this Offer to be null and void.

87 **B.** Buyer agrees to pay any and all costs of obtaining financing, including the cost of closing the mortgage transaction. There may be additional cost for the first year  
88 premium for private mortgage insurance and for property/casualty and extended coverage insurance. Flood insurance, if required, may be in addition to the stated  
89 monthly payment.

90 **C.** A loan commitment is defined as a commitment from a financial institution authorized to do business in the State of Wisconsin by the Wisconsin Department of  
91 Financial Institutions which does not include a condition requiring the sale of other property unless the Offer is contingent on the closing of other property.

92 **D.** Buyer acknowledges Buyer's obligation to have the total purchase price including mortgage loan proceeds available at the time of closing. Buyer is advised to  
93 determine when Buyer's loan proceeds will be funded to ensure that the funds will be available at the time of closing.

94 **NOTICE: The closing company may require Parties to wire funds necessary for the completion of the transaction to the closing company's account. The**  
95 **Parties acknowledge this requirement may result in an additional cost to be paid by Buyer, unless otherwise agreed to in writing.**

96 **WAIVER OF FINANCING COMMITMENT CONTINGENCY** If Buyer waives the Financing Commitment Contingency making this a cash offer and, within \_\_\_\_\_  
97 day(s) ("7" if left blank) of the delivery of the notice of the waiver of Financing Commitment Contingency, Buyer delivers written verification from a financial institution  
98 or a third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close this transaction which are not contingent on the sale of  
99 Buyer's property, Seller agrees to waive Seller's rights under the Financing Commitment Contingency. Delivery of a loan commitment is considered written  
100 verification of sufficient funds to close if loan commitment is not contingent on the sale of Buyer's property and Buyer provides written verification confirming sufficient  
101 funds for the amount by which the sales price exceeds the amount of the loan commitment.

102 **FHA, VA OR USDA MORTGAGE** If this Offer is contingent upon Buyer obtaining a FHA, USDA or VA loan, the Parties agree to execute an FHA, VA or USDA  
103 amendment to the contract which shall give Buyer the right to terminate the Offer if the Property fails to appraise for the purchase price. Seller also agrees to pay  
104 lender at time of closing, a tax service fee not to exceed \$100.00.

105  **VA MORTGAGE: (Buyer) (Seller) **STRIKE ONE**** ("Seller" if neither is stricken) agrees to pay the entire funding fee not to exceed \_\_\_\_\_ % ("0%" if left blank)  
106 of the mortgage amount.

107 **NOTE: Funding fee may not be divided between the parties. Buyer agrees to pay all other costs of securing financing.**

108 **VA MORTGAGE WOOD DESTROYING INSECT INSPECTION** If this Offer is contingent upon Buyer obtaining a VA loan, and the Property is in a county where an  
109 inspection for wood destroying insects is required. The (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for obtaining a report by a  
110 VA-approved operator using VA-approved collection method at Seller's expense. Buyer may terminate this Offer by delivering written notice within \_\_\_\_\_ day(s)  
111 ("7" if left blank) after receiving the report revealing damage. Should Buyer fail to notify Seller by the deadline stated on line 110, Buyer waives the right to terminate  
112 this Offer. (See [https://www.benefits.va.gov/HOMELoans/appraiser\\_cv\\_local\\_req.asp](https://www.benefits.va.gov/HOMELoans/appraiser_cv_local_req.asp) .)

113 **AREA CONDITIONS** Properties are affected by existing and proposed conditions and services in the area surrounding the property. Existing and future residential,  
114 recreational, commercial and/or industrial development, road and/or freeway construction, sewer or water or other public utility construction, area wide  
115 reassessments and/or airport expansion may affect the Property. Buyer is aware that properties near airports, highways, industrial developments, farms, etc. may be  
116 affected by noise or odors. Buyer is aware that major public works projects such as sewer construction or water treatment facility development have been reported in  
117 the media and may increase future real estate taxes and/or sewer use fees. Buyer acknowledges that if material to Buyer's decision to purchase Buyer has reviewed  
118 Seller's and firms' representations regarding known conditions and has become familiar with the area surrounding the Property and has investigated future proposed  
119 developments, consulted with local municipal officials, including the assessor's office as needed and is satisfied with current and proposed area conditions.

120 **PROPERTY CONDITIONS** Parties are aware that news media and other public information sources indicate that asbestos, mold, lead-based paint, lead in drinking  
121 water, radium, radon gas and other toxic substances and chemicals within a structure or in soils or water supplies can cause serious health hazards. Unless  
122 otherwise disclosed in writing, Seller represents that to the best of Seller's knowledge the Property does not contain asbestos, lead-based paint, or unhealthy  
123 concentrations of mold, radon gas, lead, radium or other toxic or harmful substances or chemicals. A number of communities report that elevated levels of radium  
124 may be present in the municipal water supply. Buyer agrees to obtain expert independent third party inspections and tests to determine if any material property

125 conditions/defects exist on the Property. Buyer must include contingencies in this Offer for any inspections or tests which Buyer shall have performed. Past flooding,  
126 water leakage or excessive dampness may result in excessive mold growth which may present health risks. If there is any information or evidence of excessive  
127 moisture in the Property, Buyer is encouraged to consult with the appropriate mold experts and to inspect and test the Property for unsafe mold levels. Buyer  
128 acknowledges that Buyer has made such independent inquiries as Buyer deemed necessary concerning any factors material to the Property or the transaction. Buyer  
129 acknowledges that in purchasing this Property the Buyer has relied on Buyer's independent inspection and analysis of the Property and upon the statements,  
130 disclosures and representations contained in this Offer, in any Seller's disclosure report, and in any other written statements provided to Buyer. Buyer further  
131 acknowledges that neither Seller nor any real estate agents involved in this transaction have made any representations concerning the Property or the transaction  
132 other than those stated in this Offer, incorporated into this Offer by reference, or otherwise provided to the Buyer in writing, nor has any real estate agent made any  
133 statement purporting to be based on personal knowledge unless the same is specifically set forth in this Offer, incorporated into this Offer by reference, or otherwise  
134 provided to the Buyer in writing. Buyer agrees that Buyer has not requested Seller nor has any real estate agent offered to verify the accuracy of any of Seller's or  
135 other third party's statements, disclosures and representations contained in this Offer unless the request is specifically set forth in this Offer.

136 **UNDERGROUND STORAGE TANKS AND BASEMENT FUEL OIL TANKS** If Seller has notice or knowledge of an underground storage tank or basement or  
137 above ground fuel tank on the Property, or if one is discovered prior to closing, Seller shall, prior to closing, deliver to Buyer written confirmation that the tank, related  
138 components and procedures relating to upgrading and/or closure are in full compliance with all federal, state and local regulations. Seller's written confirmation shall  
139 include a copy of any applicable contractor's closure report and any required Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP)  
140 registration. It is Buyer's sole responsibility to re-register in his or her name any underground storage tanks remaining in use upon the Property after close of sale and  
141 to comply with applicable DATCP and Wisconsin Administrative Code requirements (For more visit [datcp.wi.gov/consumer](http://datcp.wi.gov/consumer)). **NOTE: Removal of most residential**  
142 **basement fuel oil tanks is not required under state law.**

143 **ZONING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS, NON-CONFORMING PROPERTY AND BUILDING PERMITS** Municipal zoning and  
144 building restrictions affect the use of the Property, and comprehensive plans may affect the future use or value of the Property by influencing future development in  
145 the municipality. Buyer is informed that many properties, including those in the shoreland area, are considered legal non-conforming properties which no longer  
146 conform to current zoning due to changing building regulations, restrictions, and lot size requirements. This may affect Buyer's ability to build, rebuild, remodel,  
147 replace, enlarge or use an existing structure (consider special hazard insurance if Property is considered legal non-conforming). Buyer is encouraged to take  
148 necessary steps to obtain an endorsement to or modification of Buyer's homeowner's insurance for protection. Firms and agents are neither required to investigate  
149 independently whether the required building permits have been obtained, zoning and building restrictions, comprehensive plans and non-conforming property status  
150 nor to determine any financial consequence to Buyer for lack of required building permits or any zoning, building restrictions, comprehensive plans or non-conforming  
151 property status. If this Property is damaged or destroyed, the governing community may, in some cases, restrict or prohibit the reconstruction without a zoning or use  
152 variance. Buyer is advised to check with the applicable municipal authorities regarding existing zoning, shoreland zoning, and building restrictions, possible  
153 comprehensive plans, and building permits, if these issues are material to Buyer's decision to purchase. Further, Buyer is informed that some municipalities may  
154 have inaccurate and inconsistent documentation which may include, but is not limited to, pre-1976 properties in the City of West Allis. **Buyer assumes all**  
155 **responsibility and liability to research, verify and confirm any of this information.**

156 **INFORMATION ON PROMOTIONAL MATERIALS** Buyer understands that the information which is contained in the Multiple Listing Service Data sheets and  
157 additional promotional materials is obtained from a number of different sources and which **has not been** independently verified or confirmed by the various real  
158 estate firms and agents who have been and are involved in this transaction. **If any particular measurement or data element is important or material to Buyer,**  
159 **Buyer assumes all responsibility and liability to research, verify and confirm said data element and measurement.** Further, Buyer affirmatively represents  
160 and confirms that as to any particular measurement or data element which was or is important or material to Buyer as an inducement for the purchase by Buyer,  
161 Buyer has independently confirmed and/or verified the accuracy of said particular measurement or data element.

162 **SURVEY** Unless a current survey has been provided to Buyer, the location and size of easements, improvements, lot lines and possible encroachments have not  
163 been verified and firm recommends that Buyer investigate these items by obtaining a current survey.

164 **FLOODPLAINS/WETLANDS** Buyer is aware that the floodplain and wetland maps referred to in the Offer lack detail, are difficult to interpret, and may not be  
165 accurate. Buyer is encouraged to personally examine such maps or consult with appropriate government officials to verify their accuracy or applicability, if such  
166 information is material to Buyer's decision to purchase.

#### 167 **INSURANCE PROVISIONS**

168 **Building Materials/Insurability:** News Media and other public information indicate that certain building materials, such as synthetic stucco and wood composite  
169 exterior house siding, have been associated with moisture/mold related problems. The presence of these materials may affect the health of occupants, the life  
170 expectancy of the building and the insurability of the Property. The claims history of the Property and the condition of the Property may increase homeowner's  
171 insurance premiums or make the Property uninsurable (other than the Wisconsin Insurance Plan). Seller agrees to provide representatives of Buyer's insurance  
172 company access to the Property for inspection purposes at reasonable times upon reasonable notice. Buyer's credit history, insurability rating, lifestyle (e.g. large  
173 dogs), etc. may also increase Buyer's homeowner's insurance premiums or prevent the Buyer from obtaining homeowner's insurance (other than the Wisconsin  
174 Insurance Plan). Buyer agrees to address these issues with an insurance expert and Buyer's lender and to apply for insurance coverage promptly to ensure that  
175 insurance coverage is available at the time of closing. The Parties acknowledge that real estate licensees are not experts with respect to construction techniques,  
176 building materials or homeowner's insurance and the Parties agree to consult and rely on the opinions of appropriate experts.

177 **Electric Service:** **Buyer and Seller are aware that if a property has tube or aluminum wiring or if a property's electrical service uses fuses or is less than**  
178 **100 amps, lenders and homeowners insurance companies may require that the service be upgraded to no less than a 100 amp circuit breaker service and**  
179 **may require that any tube or aluminum wiring be replaced with wiring consistent with current code.**

180 **Flood Insurance:** Buyer is aware that Buyer's lender may require, or in the future will require Buyer to purchase flood insurance in connection with the purchase of  
181 this Property. The National Flood Insurance Program provides for the availability of flood insurance but also establishes flood insurance policy premiums based on  
182 the risk of flooding in the areas where properties are located. Those premiums are subject to change for reasons including but not limited to, law changes which may  
183 result in substantial amounts as compared with premiums previously charged for flood insurance for the Property. Buyer is encouraged to consult with one or more  
184 carriers of flood insurance for a better understanding of flood insurance coverage and costs. Buyer acknowledges that premiums are likely to be required to purchase  
185 such insurance and said premiums may increase in the future. Buyer is aware that premiums previously paid for flood insurance on this Property may not be an  
186 accurate indication of premiums charged after purchase of this property.

187 **RENTAL PROPERTY ORDINANCES** The City of Milwaukee requires a registration form and fee of residential rental properties (with some exceptions) within 15  
188 days of the conveyance. Buyer must file a registration form and pay a fee within 15 days of conveyance. Seller must file a seller notification form within 15 days of the

189 conveyance. The City of West Allis requires a fee and current property owner registration when the tax mail-to address is different than the property address. Contact  
190 (414) 302-8400 for more information. Penalties exist for non-compliance.

191 **LEAD WATER SERVICE LINES ORDINANCE(S)** The City of Milwaukee requires the property owner to pay for the replacement of privately-owned portions of lead  
192 water service lines whenever the following occurs: 1) a leak or failure has been discovered in the service line or 2) when the publicly owned segment of the service  
193 line is replaced on a planned or emergency basis. The City offers special assessment financing if certain circumstances exist and properties with 1-4 dwellings may  
194 be eligible for a city cost-share. Contact the Milwaukee Water Works, [www.milwaukee.gov/water](http://www.milwaukee.gov/water) or (414) 286-2830 and [http://city.milwaukee.gov/WaterQuality/Lead-](http://city.milwaukee.gov/WaterQuality/Lead-Awareness-and-Drinking-Water-Safety.htm#WI97AxsrlCt)  
195 [Awareness-and-Drinking-Water-Safety.htm#WI97AxsrlCt](http://city.milwaukee.gov/WaterQuality/Lead-Awareness-and-Drinking-Water-Safety.htm#WI97AxsrlCt) for more information. Other communities may have same or similar types of property owner obligations  
196 relating to lead water service lines. Buyer acknowledges that if material to Buyer's decision to purchase Buyer has reviewed known conditions and has investigated  
197 or, consulted with local municipal officials, as needed.

198 **CITY LETTERS** No later than closing, Seller shall provide Buyer written verification of paid real property taxes, contemplated and/or outstanding special  
199 assessments and balances due for municipal utilities.

200 **CONFLICTING PROVISIONS** Should any provision of this Addendum be in conflict with any provision of the Offer or any other addenda to this Offer, the provisions  
201 of this Addendum shall prevail.

202 **ADDENDUM PROVISIONS** Buyer and Seller are advised this Addendum contains provisions that may not be appropriate in all transactions. No representation is  
203 made that the provisions of this Addendum are appropriate, adequate or legally sufficient for any specific transaction. Buyer and Seller are encouraged to consult  
204 with their own legal counsel regarding the provisions of the Offer and this Addendum.

205 **ADDENDA:** The following contingencies and provisions are included in this Offer as an addendum only if there is an "X" in the box in front of the "Addendum  
206 Topic." The text of the addendum will be found in the addendum which is made a part of this Offer.

Addendum Topic	Label	Addendum Topic	Label
<input type="checkbox"/> LEAD BASED PAINT	_____	<input type="checkbox"/> _____	_____
<input type="checkbox"/> OCCUPANCY	_____	<input type="checkbox"/> _____	_____
<input type="checkbox"/> RENTAL PROPERTY	_____	<input type="checkbox"/> _____	_____

211 **ADDITIONAL CONTINGENCY:** This Offer is contingent upon \_\_\_\_\_  
212 \_\_\_\_\_  
213 \_\_\_\_\_  
214 \_\_\_\_\_  
215 \_\_\_\_\_ on or before \_\_\_\_\_. In the event \_\_\_\_\_,  
216 \_\_\_\_\_,

217 Buyer may, at Buyer's option, terminate this Offer by written notice delivered to Seller within three (3) days after the Deadline stated on line 215. Should Buyer fail to  
218 notify Seller, Buyer shall be deemed to have waived this contingency.

219 **ADDITIONAL PROVISIONS**  
220 \_\_\_\_\_  
221 \_\_\_\_\_  
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234 \_\_\_\_\_

235 To facilitate lender preparation of the Closing Disclosure:

236 Name of Firm <b>for Buyer</b> _____	Name of Firm <b>for Seller</b> _____
237 Company Address _____	Company Address _____
238 Firm License No. _____	Firm License No. _____
239 Selling Agent's Name _____	Listing Agent's Name _____
240 License No. _____	License No. _____
241 Email address _____	Email address _____
242 Telephone No. _____	Telephone No. _____

243 **READING AND UNDERSTANDING** By initialing below, all parties acknowledge receipt of a copy of this addendum and that he or she has read all pages of this  
244 addendum, the offer and any other documents incorporated into the offer.

245 (X) \_\_\_\_\_ (X) \_\_\_\_\_ (X) \_\_\_\_\_ (X) \_\_\_\_\_  
246 Buyer Initials Date Buyer Initials Date Seller Initials Date Seller Initials Date

**RANW ADDENDUM A TO THE OFFER TO PURCHASE**

1 This Addendum is made part of the Offer to Purchase dated \_\_\_\_\_ (Offer), made by the undersigned  
2 Buyer with respect to the Property at \_\_\_\_\_, Wisconsin (Property).

3 PARAGRAPHS PRECEDED BY A BOX (  ) ARE OPTIONAL AND ARE A PART OF THIS ADDENDUM IF THE BOX IS  
4 MARKED, SUCH AS WITH AN "X".

5 **INSPECTIONS, TESTS, APPRAISALS, AND OPINIONS**

6 Real estate agent(s) may furnish a list of independent inspectors/testers to the Seller/Buyer as a convenience to the Party(ies)  
7 and are not responsible for the competency or performance of the inspectors/testers. The Party designated as responsible for  
8 obtaining any inspection or test shall be solely responsible for determining the qualifications of the inspector/tester. In the event  
9 any inspection or test is ordered on behalf or at the direction of a Party by a Firm in the transaction, the Parties agree to hold the  
10 Firm harmless for any damages or liability resulting from the inspection or test, other than that caused by the Firm's negligence  
11 or intentional wrongdoing. Buyer may receive copies of certain inspection(s), test(s), appraisal(s) or other reports prepared for  
12 other parties and Buyer should review carefully such reports to determine the age and purpose of the report(s) and the  
13 standards of practice followed by the individual or entity preparing the report(s).

14  **WAIVER OF HOME INSPECTION CONTINGENCY**

15 Buyer acknowledges there may be benefits of a home inspection as defined in the Offer. Buyer voluntarily waives the inclusion  
16 of a home inspection contingency in this Offer.

17  **WAIVER OF APPRAISAL CONTINGENCY**

18 Buyer acknowledges there may be benefits to obtaining an appraisal report for the Property. Buyer voluntarily waives the right to  
19 have a separate appraisal contingency for the Property in this Offer.

20 **TESTING**

21 Unless otherwise specified, testing including testing for Hazardous Substances, is prohibited without a testing contingency. (See  
22 Testing Contingency on lines 32-49).

23 **HAZARDOUS SUBSTANCES**

24 The parties are aware that public information sources indicate that certain hazardous substances, along with some building  
25 materials, including but not limited to, lead, lead-based paint, arsenic, radium, solvents, pesticides, radon gas, asbestos, mold  
26 and other toxic substances and chemicals within a structure, in soils, water service lines or in public and private drinking water  
27 (see: <http://www.dnr.wi.gov>), can cause serious health hazards.

28 Seller represents that, to the best of Seller's knowledge, the Property does not contain any condition constituting a significant  
29 health hazard, unless otherwise indicated in Seller's Real Estate Condition Report or other written disclosures provided to  
30 Buyer. Buyer is encouraged to include inspection and testing contingencies in this Offer with respect to these substances and to  
31 consult with the appropriate experts if such condition(s) are material to Buyer.

32  **TESTING CONTINGENCY**

33 This offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Buyer obtaining" if neither is stricken) a  
34 current written report from a qualified third party documenting the results of testing conducted pursuant to applicable  
35 government or industry protocols and standards, and which disclose(s) no unsafe levels of [indicate substances or compounds  
36 to be tested]: \_\_\_\_\_

37 \_\_\_\_\_  
38 within \_\_\_\_\_ days after acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense.

39 This Testing Contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for obtaining said reports,  
40 delivers to Seller a copy of the written testing report(s) and a written notice listing the Defect(s) identified in such report(s) to  
41 which Buyer objects (Notice of Defects).

42 **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** have the right to cure (Seller "shall" if neither is stricken). If Seller has  
43 the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days after Buyer's  
44 delivery of the Notice of Defects stating Seller elects to cure Defects; (2) curing the Defects in a good and workmanlike manner;  
45 and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This Offer shall be null and void  
46 if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and; (1) Seller does not have a right to  
47 cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely  
48 deliver the written notice of election to cure. A Defect is defined as per the Offer and does not include structural, mechanical or  
49 other conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.



50  **CLOSING OF BUYER'S PROPERTY CONTINGENCY**

51 This Offer is contingent upon the closing of the sale of Buyer's property located at \_\_\_\_\_  
 52 \_\_\_\_\_ no later than \_\_\_\_\_ (the Deadline).  
 53 Buyer's property is, or shall be, within 7 days of acceptance of this Offer, listed for sale with \_\_\_\_\_  
 54 \_\_\_\_\_ at a list price no greater than \$ \_\_\_\_\_  
 55 or Seller will have the right to declare this Offer null and void by written Notice delivered to Buyer.

56 If closing does not occur by the Deadline, this Offer shall become null and void unless Buyer delivers to Seller, on or before the  
 57 Deadline, reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the  
 58 time of verification, sufficient funds to close or proof of bridge loan financing, along with a written notice waiving this contingency.  
 59 Delivery of verification of bridge loan financing shall not extend the closing date for this Offer.

60 **ACCEPTED OFFER TO PURCHASE ON BUYER'S PROPERTY AND NO BUMP:**  
 61 **(Select 1 of 3 options below if no Bump Clause in Offer and the Closing of Buyer's Property Contingency is used)**

- 62  Seller acknowledges Buyer has provided Seller a copy of the accepted offer for the purchase of Buyer's property.
- 63  Buyer shall deliver to Seller, no later than three days after acceptance of this Offer, a copy of the accepted offer for  
 64 the purchase of Buyer's property with written proof that all contingencies are satisfied or removed, and which has a closing date  
 65 on or before the closing date in this Offer.
- 66  Buyer shall deliver to Seller, no later than three days after acceptance of this Offer, a copy of the accepted offer for  
 67 the purchase of Buyer's property which is subject to financing, (Insert any other applicable contingencies), \_\_\_\_\_  
 68 \_\_\_\_\_  
 69 \_\_\_\_\_ and which has a closing date on or before the closing date in this Offer.

70 If lines 63-65 or 66-69 are part of this Offer and Buyer does not make timely delivery of a copy of the accepted offer for  
 71 the purchase of Buyer's property that is consistent with the representation(s) above, Seller may terminate this Offer by delivering a  
 72 written notice of termination to Buyer prior to **(Buyer's delivery) (Seller's Actual Receipt) STRIKE ONE** ("Buyer's delivery"  
 73 if neither is stricken) of a copy of the accepted offer for the purchase of Buyer's property.

74  **CONTINUED MARKETING WITH BUMP CLAUSE: (Do NOT Use If Lines 60-73 Are Used)**

75 If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another offer has been accepted. This Offer  
 76 shall be null and void and Buyer shall be deemed conclusively to have forfeited and released any interest in the Property unless  
 77 Buyer, prior to such notice or within \_\_\_\_\_ hours ("72" if left blank) of Buyer's Actual Receipt of such notice, delivers to Seller one  
 78 of the following:

- 79 (1) written notice that Buyer is waiving the Closing of Buyer's Property Contingency and all financing contingencies in this Offer,  
 80 AND either a copy of a written loan commitment not subject to the sale of Buyer's property, or reasonable written verification from  
 81 a financial institution or a third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds  
 82 necessary to close this transaction which are not contingent on the sale of Buyer's property; **OR**  
 83 (2) a copy of the offer for the purchase of Buyer's property which has all contingencies, other than any financing and appraisal  
 84 contingencies, properly removed or satisfied AND written verification from a lender that buyer under said offer to purchase  
 85 has been pre-approved for financing, making this offer subject to the closing of the sale of Buyer's property. If the offer for  
 86 Buyer's property subsequently becomes null and void or is terminated for any reason, Buyer shall promptly notify Seller in  
 87 writing and Seller may terminate this Offer by delivering a written notice of termination to Buyer.  
 88 **NOTE: A financing pre-approval is NOT considered a loan commitment.**

89 If Buyer accepts a bona fide offer for the purchase of Buyer's property prior to receiving written notice from Seller that Seller  
 90 has accepted a bona fide secondary offer, Buyer shall promptly notify Seller of such acceptance. Such notification is for  
 91 information purposes only and does NOT modify any part of this Offer.

92 Unless Seller has given Buyer notice of a bona fide secondary offer, once Buyer has an accepted offer on Buyer's property that  
 93 complies with requirement (2) above, Buyer promptly shall deliver to Seller a copy of such offer and this Continued Marketing With  
 94 Bump Clause contingency shall be deemed modified whereby Seller will not have the right to give Buyer a notice of a bona fide  
 95 secondary offer for the purpose of bumping this Offer or making this Offer null and void.

96 Other than the deadlines for Buyer Financing Pre-approval letter, if applicable, payment of Earnest Money and \_\_\_\_\_  
 97 \_\_\_\_\_,  
 98 all deadlines in this Offer which run from acceptance shall run from the time Buyer has complied with requirement (1) above or  
 99 when Buyer has an accepted offer for the purchase of Buyer's property that complies with requirement (2) above.

100 **NOTE: Buyer may not unilaterally waive this contingency without compliance with (1) or (2) above.**

101  **RADON TESTING CONTINGENCY**

102 **CAUTION: Only check one of the boxes** at line 108 or line 124; do **NOT** select both.

103 This Offer is contingent upon Buyer obtaining, at Buyer's expense, a current written report of the results of a radon test at the  
 104 Property performed by a qualified third party in a manner consistent with applicable EPA and Wisconsin Department of Health  
 105 Services (DHS) protocols and standards. If Buyer fails to deliver a copy of the radon test report to Seller within the timeline  
 106 described below, or if the radon test report indicates the level of radon is less than 4 picoCuries per liter (pCi//L) (using the EPA  
 107 Protocol Average if stated on the report), this contingency shall be deemed satisfied.

108  If Buyer, within \_\_\_\_\_ days ("14" if left blank) after acceptance, delivers to Seller a written copy of a radon test  
 109 report with results indicating a level of radon of 4.0 pCi/L or more, Seller will permit a radon mitigation system to be  
 110 installed prior to closing, and **(Buyer) (Seller) ~~STRIKE ONE~~** ("Buyer" if neither is stricken) shall select: (1) a qualified  
 111 mitigation contractor to install an active radon mitigation system, consistent with EPA standards, prior to closing and  
 112 provide the Parties, using the same standards as above, with a written test report showing a radon level of less than 4.0  
 113 pCi/L; and (2) the location of radon mitigation vent piping: **[Choose only 1 of the 2 indented boxes below]**

114  **(Buyer) (Seller) ~~STRIKE ONE~~** ("Buyer" if neither is stricken) is responsible for the total cost of radon  
 115 mitigation, expense not to exceed \$ \_\_\_\_\_ total.

116  **Buyer and Seller** to equally share responsibilities for the total cost of radon mitigation, not to exceed  
 117 \$ \_\_\_\_\_ in total.

118 The Party responsible for selecting the mitigation contractor, before any work commences, shall promptly provide the other  
 119 Party with a copy of a written estimate from such contractor for the total cost of the radon mitigation system installation. If  
 120 the total estimate exceeds the amount specified, any party responsible for the cost of the installation may deliver a written  
 121 notice to the other Party no later than 15 days before closing objecting to such installation. This Offer shall be terminated if  
 122 the other Party within 5 days after delivery of such written notice does not agree to pay the excess cost by delivering a  
 123 written notice to the objecting Party.

124  If Buyer, within \_\_\_\_\_ days ("14" if left blank) after acceptance, delivers to Seller a copy of the radon report with  
 125 results indicating the level of radon is 4.0 pCi/L or more, this Offer shall be null and void.  
 126 (If the boxes at lines 108 and 124 are both checked, lines 108-123 shall prevail).

127  **WAIVER OF RADON TESTING CONTINGENCY**

128 Buyer acknowledges there may be benefits to testing for the presence of radon gas. Buyer voluntarily waives the inclusion of a  
 129 testing contingency for radon gas on the Property.

130 **BUYER'S FINANCING PRE-APPROVAL**

131 If this Offer is subject to financing, Buyer shall deliver to Seller, within 5 days after acceptance of this Offer, written verification  
 132 from a lender that Buyer has been pre-approved for financing. If Buyer does not make timely delivery of said pre-approval, Seller  
 133 may terminate this Offer by delivering a written notice of termination to Buyer prior to Buyer's delivery of a copy of Buyer's  
 134 written financing pre-approval to Seller.

135 **NOTE: A financing pre-approval is NOT considered a loan commitment.**

136 **SELLER'S CONTRIBUTION(S)**

137  Seller shall give Buyer a credit at closing in the amount of \$ \_\_\_\_\_ to assist Buyer in purchasing the  
 138 Property. Buyer may use such funds for closing costs, pre-pays, escrows, and/or other fees allowed by Buyer's lender. Any  
 139 funds not approved by Buyer's lender/underwriter prior to closing shall be credited back to the Seller at closing.

140 **CAUTION: No part of such funds may be used for payment of commission or fees to any Firm.**

141  Buyer Agency Fee: Seller shall pay on behalf of Buyer at closing a Buyer Agency fee of \$ \_\_\_\_\_ or  
 142 \_\_\_\_\_ % of sale price to Buyer's Agent's Firm. **Such payment is in addition to any compensation offered to Buyer's  
 143 Agent's Firm through the MLS or other applicable Firm-to-Firm agreements.**

144  **REPAIRS REQUIRED BY LENDER**

145 If, as a condition of the mortgage loan commitment, the Buyer's loan program requires repairs other than repairs to which Seller  
 146 has previously agreed: **[SELECT ONLY ONE]**

147  **(Buyer) (Seller) ~~STRIKE ONE~~** ("Buyer" if neither is stricken) shall be responsible for obtaining estimates  
 148 and making such repairs not to exceed \$ \_\_\_\_\_.

149  **(Buyer) (Seller) ~~STRIKE ONE~~** ("Buyer" if neither is stricken) shall be responsible for obtaining estimates.

150 **(Buyer) (Seller) ~~STRIKE ONE~~** shall be responsible for the first \$ \_\_\_\_\_ of repair expenses and the  
 151 other Party shall be responsible for the next \$ \_\_\_\_\_ of repair expenses.

152  **(Buyer) (Seller) ~~STRIKE ONE~~** ("Buyer" if neither is stricken) shall be responsible for obtaining estimates.

153 **Buyer and Seller** shall be equally responsible for the total cost of repairs, not to exceed \$ \_\_\_\_\_.

154 \_\_\_\_\_  
 155 The Party responsible for obtaining any estimate shall promptly provide a written copy to the other Party. If the total estimate  
 156 exceeds the amount specified, any Party responsible for the cost of the repair may deliver a written notice to the other Party no  
 157 later than 15 days before closing objecting to the excess cost. This Offer shall be terminated if the other Party within 5 days  
 158 after delivery of such written notice does not agree to pay the excess cost by delivering a written notice to the objecting Party.

159 **CLOSING AND ESCROW FEE(S)**

160 Buyer shall pay fees charged by the closing/escrow agent providing Buyer's mortgage closing services. In the event an escrow  
 161 is required, the Party required to escrow funds shall arrange for the preparation of the escrow agreement and pay the fees  
 162 charged by the escrow agent.

163 **Cash Closing:** If this is a cash closing, closing fees charged by the closing agent will be paid by **(Buyer) (Seller)** **STRIKE ONE**  
 164 ("Buyer" if neither is stricken).

165 **INSURABILITY OF PROPERTY**

166 **CAUTION: For Flood Plain Insurance cost and insurability see lines 179-193.** Buyer is aware that the availability and cost  
 167 of property and/or homeowners insurance may be determined by numerous factors, including, but not limited to, insured party's  
 168 credit history (credit score), insured party's insurance claims history, condition of property, the type of electrical service on a  
 169 property, and the history of prior claims on a property.

170 **NOTE: The Parties acknowledge that real estate licensees are not experts with respect to insurance and are advised to**  
 171 **contact their insurance agent as to requirements for obtaining insurance.**

172  Within 7 days after acceptance of this Offer, Buyer may terminate this Offer by delivering to Seller written notice from a  
 173 qualified third party determining the Property is uninsurable, or the cost of insurance will be excessive. Buyer to pay any costs  
 174 associated with this determination unless otherwise agreed to in writing.

175  **WAIVER OF CONTINGENCY TO INVESTIGATE THE INSURABILITY OF THE PROPERTY**

176 Buyer acknowledges there may be benefits of investigating the insurability of the Property as defined in the Offer. Buyer  
 177 voluntarily waives the inclusion of any provision for investigating the insurability of the Property in this Offer.

178 **FLOODPLAIN / WETLANDS**

179 **CAUTION:** Buyer is aware floodplain and wetland areas are difficult to identify, even when using available floodplain and  
 180 wetland maps; that some wetlands that may affect Buyer's use of the Property are not necessarily included in wetland maps;  
 181 and that floodplain maps may change frequently and should not necessarily be assumed to be accurate. Buyer is encouraged  
 182 to consult with appropriate government officials to obtain specific elevations to confirm inclusion in or exclusion from a floodplain  
 183 if such information is material to Buyer. Buyer may contact the National Flood Insurance Program (NFIP) for information about  
 184 flood insurance as it relates to this Property.

185 (See: <https://www.floodsmart.gov/> and <https://www.fema.gov/national-flood-insurance-program>).

186 **Buyer should not assume that Buyer's premiums for flood insurance will be comparable to those charged to Seller.**

187  Within 7 days after acceptance of this Offer, Buyer may terminate this Offer, by delivering to Seller a written notice  
 188 accompanied by a determination from a qualified third party (including a flood certification company working for Buyer's lender  
 189 or a flood insurance premium quote from a licensed insurance agent) that has determined the Property improvements or  
 190 proposed Property improvements included in this Offer are located in a 100 year floodplain or wetland area, or the cost of an  
 191 annual flood insurance policy will be excessive. Any costs for floodplain or wetland evaluation and/or costs to obtain a quote for  
 192 flood insurance are to be paid by Buyer, unless otherwise agreed to in writing.

193  **WAIVER OF CONTINGENCY TO INVESTIGATE FLOOD INSURANCE COSTS OR WHETHER THE PROPERTY IS IN  
 194 A FLOODPLAIN OR A WETLAND**

195 Buyer acknowledges there may be benefits of investigating whether a property is in a floodplain or wetland and what the cost of  
 196 flood insurance may be for a property. Buyer voluntarily waives the inclusion of any provision in this Offer to investigate whether  
 197 the Property is in a floodplain or wetland, or to determine what the cost may be to obtain flood insurance for the Property.

198 **MUNICIPAL REPORT/CODE COMPLIANCE**

199 Seller agrees to provide Buyer, and Buyer's lender's closing agent, if applicable, with a written statement verifying the status of  
 200 real estate taxes, current or planned special assessments, and other municipal charges affecting the Property, if such a  
 201 statement is available from the municipality in which the Property is located. This statement shall be provided prior to closing, at  
 202 Seller's expense.

203 Seller also agrees, at Seller's expense, to provide at or before closing all required municipal Certificates of Compliance,  
 204 Occupancy Permits, and any other documents/approvals required by applicable municipal code(s).

205 **NOTE: This paragraph will not apply to private wells, private well water or private onsite wastewater treatment systems**  
 206 **(POWTS), also known as a private sanitary system, that may be addressed in another part of the Offer.**

207  **BASEMENT FUEL OIL TANKS CURRENTLY NOT IN USE**

208 The Buyer and Seller acknowledge that, as of the acceptance date of this Offer, there is an aboveground or basement fuel oil  
 209 tank on the Property that currently is not being used and:

210  Buyer shall assume all responsibility, including the cost for the maintenance or removal of this tank after closing.

211  Seller, at Seller's expense, shall have a qualified third-party contractor remove the tank prior to closing and provide  
 212 written confirmation of the tank removal (e.g., paid invoice) no later than closing.

213 See: <https://datcp.wi.gov/Documents/AbandonedTanksFactSheet.pdf>

214 **CAUTION: Lines 208-213 do not apply to residential buildings with more than two dwelling units.**

215 **SURVEY, LOT LINE AND BOUNDARY DISCLOSURES**

216 **NOTE:** Digital or online GIS and GPS mapping apps or programs, may not be accurate and are no substitute for an actual  
 217 survey of the Property lot lines.

218 If a parcel will be split from (an)other parcel(s) or combined with (an)other parcel(s) a Certified Survey Map or Subdivision Plat  
 219 and governmental approvals normally will be required. Use a separate contingency for a Certified Survey Map or a Subdivision  
 220 Plat and allow adequate time for completing the survey. Any survey used for the purpose of deleting the lot and boundary  
 221 exception in the title policy must conform to the standards set by the title company. It is the Buyer's responsibility to have the  
 222 title company clarify the necessary survey standards for deletion of the lot and boundary exceptions listed in the title  
 223 commitment.

224  **MAPS AND SURVEYS CHECK ALL THAT ARE APPLICABLE**

225 **CAUTION: Consider cost and need for map features before selecting them.**

226  **PREVIOUS SURVEY MAP:** Buyer acknowledges receiving a copy of a (Boundary) (Certified) **STRIKE ONE**  
 227 Survey Map prepared on \_\_\_\_\_ (Date) by \_\_\_\_\_  
 228 \_\_\_\_\_ (Name of Surveying Company)  
 229 that includes this Property and **IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.**

230  **SUBDIVISION PLAT:** Buyer acknowledges receipt of a Subdivision Plat map that includes this Property and  
 231 **IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.**

232 **CAUTION: The accuracy of information contained in the above document(s) is not warranted. Lot size, location**  
 233 **of boundaries, placement of improvements (if any), existence of easements, elevations, soil type(s), or other**  
 234 **factors should be verified by an appropriate expert (i.e. surveyor, engineer) if material to Buyer.**

235  **BOUNDARY SURVEY MAP:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE**  
 236 ("Buyer obtaining" if neither is stricken) a map of the Property prepared by a registered land surveyor within \_\_\_\_\_ days  
 237 after acceptance of this Offer, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense. The  
 238 Boundary Survey Map must be prepared between the acceptance date and closing date. The map shall identify the legal  
 239 description of the Property, the Property's boundaries and dimensions, staking of all corners of the Property, dedicated  
 240 and apparent rights of way, lot dimensions, total acreage and square footage, any improvements that affect the Property  
 241 boundary, visible encroachments that affect the Property boundary, the location of buildings, if any, and also include:

- 242  easements
- 243  improvements on the Property (structures, streets, driveways, patios, decks, poles, fences, walls, etc.)
- 244  a format and surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey  
 245 exception in the title policy.

246 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline on line 236 above, delivers to  
 247 Seller a written notice listing Buyer's specific objection(s) to the terms and conditions of the survey. In such event, Seller  
 248 shall have 10 days after delivery of such notice to cure Buyer's objection(s) and the time for closing shall be extended as  
 249 necessary for this purpose. If Seller is unable to cure Buyer's objection(s) timely, Buyer may terminate this Offer by  
 250 delivering a written notice of termination to Seller.

251  **WAIVER OF SURVEY CONTINGENCY**

252 Buyer acknowledges there may be benefits of surveying the Property. Buyer voluntarily waives the inclusion of a property survey  
 253 contingency in this Offer.

254 **ZONING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS**

255 Zoning and building restrictions affect the use of the Property. Annexations and comprehensive plans may affect the future use  
 256 or value of the Property by influencing future development (residential, commercial, transit systems, stormwater management  
 257 system, etc.) in the county and municipality. Buyer is advised that the municipality in which the Property is located likely has  
 258 existing zoning and building restrictions and may have a Comprehensive Plan.

259 **NON-CONFORMING PROPERTY, VARIANCES AND CONDITIONAL USE PERMITS**

260 Buyer is aware that some properties are considered legal non-conforming properties which no longer conform to current zoning  
 261 due to changing building regulations, restrictions, and lot size requirements, or due to variances. Buyer also is aware that some  
 262 properties are subject to Conditional Use Permits (CUPs) that may contain special restrictions regarding use of the property.  
 263 Restrictions on non-conforming uses or structures and CUP restrictions may affect Buyer's ability to build, rebuild, remodel,  
 264 replace, enlarge or use an existing structure (consider special hazard insurance if Property is non-conforming). Buyer is  
 265 encouraged to contact the applicable municipal authorities regarding existing zoning and building restrictions, variance or CUP  
 266 restrictions, potential future annexations, and possible comprehensive plans if these issues are material to Buyer's decision to  
 267 purchase.

268  Within 7 days after acceptance of this Offer, Buyer may terminate this Offer by delivering to Seller written notice which  
 269 includes a written determination from an applicable municipal authority that the Property use or structure is non-conforming or  
 270 the Property is subject to a variance or CUP, and that as a result the Property owner's ability to build, rebuild, remodel, replace,  
 271 enlarge or use the Property is restricted materially. Any costs associated with this determination to be paid by Buyer, unless  
 272 otherwise agreed to in writing.

273  **WAIVER OF CONTINGENCY TO INVESTIGATE NON-CONFORMING PROPERTY, VARIANCE AND CONDITIONAL**  
 274 **USE PERMIT RESTRICTIONS**

275 Buyer acknowledges there may be benefits of investigating whether the Property use, lot size, lot configuration, or structure(s)  
 276 fails to conform to existing regulations and zoning ordinances, whether the Property is subject to a variance or CUP, and  
 277 whether the Property owner's ability to build, rebuild, remodel, replace, enlarge or use an existing structure is restricted as a  
 278 result thereof. Buyer voluntarily waives the inclusion in this Offer of any provision to investigate zoning, variance and CUP  
 279 restrictions on the Property.

280 **SHORELAND ZONING AND PIER REGULATIONS**

281 Many counties in Wisconsin are required to enact shoreland zoning ordinances that include the uniform shoreland zoning  
 282 standards established by the Wisconsin Department of Natural Resources (DNR). Such ordinances generally apply to  
 283 unincorporated land that is within 1,000 feet of the ordinary high water mark of a lake, pond, or flowage; or within 300 feet of the  
 284 ordinary high water mark of a navigable river or stream or to the landward side of the floodplain, whichever distance is greater,  
 285 and may restrict the use and future uses and improvements to a property. Some property improvements and modifications may  
 286 require a mitigation plan approved by the county and recorded with the register of deeds. Buyer must comply with any existing  
 287 mitigation plan. State law and local ordinances regulate the size, placement, and design of piers (e.g. docks) and boat slips. A  
 288 permit may be required by the DNR to install a new pier, depending upon the size and location of the pier. Unless a pier  
 289 interferes with the riparian rights of other riparian owners or the owner of the pier was notified by the DNR before August 1,  
 290 2012, that the pier is detrimental to the public interest, most piers installed prior to April 17, 2012 are grandfathered.  
 291 Wis. Stat. § 30.12(1k)(b).

292 Buyer acknowledges that it is solely the Buyer's responsibility to determine whether any current or proposed future shoreland  
 293 zoning or pier regulations are consistent with Buyer's intended use of the Property. Buyer is encouraged to consult with an  
 294 attorney to assist in making such determination. For more information Buyer should contact the county zoning office or visit  
 295 <http://www.dnr.wi.gov>

296  Within \_\_\_\_\_ days ("7" if left blank) after acceptance of this Offer, Buyer may terminate this Offer by delivering to  
 297 Seller written notice specifying the uses and/or improvements that will not be permitted under the current or proposed future  
 298 regulations and to which Buyer objects. Any costs for investigation of shoreland zoning and pier regulations and ordinances are  
 299 to be paid by Buyer, unless otherwise agreed to in writing.

300  **WAIVER OF CONTINGENCY TO INVESTIGATE SHORELAND ZONING AND PIER REGULATIONS**

301 Buyer acknowledges there may be benefits of investigating how shoreland zoning and pier regulations may affect the Property.  
 302 Buyer voluntarily waives the inclusion in this Offer of any provision to investigate how shoreland zoning and pier regulations may  
 303 affect the Property.

304  **HOME WARRANTY PLAN**

305 A limited home warranty plan for a term of one year shall be included, effective the date of closing, provided the Property  
 306 qualifies for the warranty plan.

307 The cost of the home warranty shall not exceed \$ \_\_\_\_\_ and will be paid by (Buyer) (Seller) **STRIKE ONE**  
 308 ("Seller" if neither is stricken) at closing. The warranty plan will be ordered by the (listing) (cooperating) **STRIKE ONE** ("listing"  
 309 if neither is stricken) Firm. Buyer is advised that a home inspection may detect pre-existing conditions which may not be covered  
 310 under the warranty plan.

311  **WAIVER OF HOME WARRANTY**

312 Buyer acknowledges there may be benefits to having a limited home warranty plan for the Property. Buyer voluntarily waives the  
 313 inclusion of any requirement for a limited home warranty plan for the Property in this Offer.

314 **LICENSEE DISCLOSURE OF PERSONAL INTEREST (NOT TO BE USED FOR RESPA DISCLOSURE PURPOSES)**

315  **DISCLOSURE OF LICENSURE:** The parties are aware that (Buyer) (Seller) **STRIKE ONE** is a real estate licensee with  
 316 \_\_\_\_\_ and is acting as a  
 317 principal in this transaction with the consent of all parties.

318  **LICENSEE RELATED TO BUYER/SELLER:** Licensee, \_\_\_\_\_ (Name),  
 319 is a relative of (Buyer) (Seller) **STRIKE AS APPLICABLE** and is acting as a real estate agent in this transaction on behalf of an  
 320 immediate family member with the consent of all parties.

321  **LICENSEE INTEREST IN BUYER/SELLER ENTITY:** Licensee, \_\_\_\_\_  
 322 (Name) has an interest in the (Buyer) (Seller) **STRIKE ONE** entity (state name of entity, e.g. name of LLC, partnership,  
 323 corporation, etc.) \_\_\_\_\_,  
 324 and is acting as a real estate agent on behalf of this entity with the consent of all parties.

325 **PERSONAL PROPERTY**

326 Seller warrants and represents that any personal property that may be a part of this transaction (e.g. stove, refrigerator, washer,  
 327 dryer) is owned by Seller free and clear of any liens or encumbrances and is in working order at time of closing unless otherwise  
 328 disclosed. No warranties or representations regarding condition survive the closing of this transaction.

329 **BUYER'S TITLE**

330 Buyer is advised to promptly consult legal counsel regarding how Buyer is to take title to the Property. Wisconsin law prohibits  
331 real estate licensees from advising buyers how title should be taken.

332 **SHARED DRIVEWAY**

333 If there is a shared driveway affecting the Property, this Offer is contingent upon Seller, at Seller's expense, delivering to Buyer  
334 a copy of a written shared driveway agreement not less than 15 days before closing. The agreement shall provide that the  
335 parties to the agreement share equally in the rights and obligations relating to the shared driveway, including use and  
336 maintenance. Buyer shall have 7 days after delivery of the shared driveway agreement to deliver to Seller a written notice listing  
337 Buyer's specific objection(s) to the terms and conditions of the agreement. Seller shall have 10 days after delivery of Buyer's  
338 Notice to Seller to cure said objection(s) and the time for closing shall be extended as necessary for this purpose. If Seller is  
339 unable to timely cure Buyer's objection(s), Buyer may terminate this Offer by delivering written notice of termination to Seller. If  
340 the agreement is not of record, it shall be provided in recordable form, with recording fees to be Seller's expense.

341 **BUYER'S RESPONSIBILITY TO ASCERTAIN CONDITION OF THE PROPERTY/MATERIAL FACTORS**

342 Buyer acknowledges that it is Buyer's responsibility to make certain that the Property is in a condition that Buyer finds  
343 acceptable. The Parties acknowledge that real estate licensees are not experts with respect to construction techniques or  
344 building materials and the Parties are advised to consult and rely on the opinions of appropriate experts. Buyer should be  
345 satisfied that Buyer knows how various factors will affect the Property, including, but not limited to, proximity to public  
346 transportation, airport overlay restrictions, airport noise, gun range noise, traffic noise, special health concerns of family  
347 members, vehicle, train/railroad or boat traffic, lake flies, pests, waterborne pests, ice shoves, water blooms/algae blooms,  
348 invasive aquatic vegetation, manufacturing noise, area odors, existing or abandoned landfills and/or quarries, parks, fair  
349 grounds, outdoor festival venues, public trails, possible future assessments for public improvements and other conditions. Buyer  
350 acknowledges that Buyer has made such independent inquiries as Buyer deemed necessary concerning material factors. Buyer  
351 acknowledges that Buyer has not relied upon any statements or representations by Seller or any real estate agent regarding  
352 conditions or occurrences affecting the Property or transaction unless such statements or representations are contained in this  
353 Offer, are incorporated by reference into this Offer or have otherwise been provided to the Buyer in writing.

354 **INCLUSION OF OPTIONAL PROVISIONS**

355 For optional provisions in the Offer (and any addenda) which require a box to be checked which have not been marked n/a or  
356 struck in their entirety, if any blank within any part of the optional provision has been filled in, then it shall be as if the appropriate  
357 box also was marked, thereby including said optional provision with the Offer.

358 **ACKNOWLEDGEMENT OF TERMS**

359 The Parties acknowledge that the terms of this Addendum are incorporated into and made a part of the Offer. Seller's initials  
360 shall not constitute the acceptance or other disposition of the Offer, which disposition shall be as indicated on the Offer itself.

361 **CONFLICTING PROVISIONS**

362 Should any provision of this Addendum conflict with any optional provision of the Offer or any other Addenda to this Offer, the  
363 provisions of this Addendum shall prevail, except if an FHA, VA or USDA Amendatory clause is executed by the parties. The  
364 prevailing Central Time (Central Standard Time or Central Daylight Time) shall be used when determining whether a date and  
365 time in the Offer to Purchase are met. **NOTE: An executed FHA, VA or USDA Amendment will supersede this clause.**

366 **ADDITIONAL PROVISIONS/CONTINGENCIES**

367 \_\_\_\_\_  
368 \_\_\_\_\_  
369 \_\_\_\_\_  
370 \_\_\_\_\_  
371 \_\_\_\_\_  
372 \_\_\_\_\_

373 **READING / UNDERSTANDING:**

374 By initialing below all Parties acknowledge receipt of this Addendum and that they have read it carefully.  
375 **BUYER AND SELLER ARE ADVISED THAT THIS ADDENDUM CONTAINS PROVISIONS WHICH MAY NOT BE**  
376 **APPROPRIATE IN ALL TRANSACTIONS. NO REPRESENTATION IS MADE AS TO THE LEGALITY, APPROPRIATENESS**  
377 **OR ADEQUACY OF ANY PROVISION IN A SPECIFIC TRANSACTION. BUYER AND SELLER ARE ENCOURAGED TO**  
378 **CONSULT WITH THEIR OWN LEGAL COUNSEL REGARDING THE INTERPRETATION, LEGALITY, APPROPRIATENESS**  
379 **PROVISIONS OF THIS ADDENDUM.**

380 (X) \_\_\_\_\_ (X) \_\_\_\_\_  
381 Buyer's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲

382 (X) \_\_\_\_\_ (X) \_\_\_\_\_  
383 Buyer's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲

**ADDENDUM A TO THE OFFER TO PURCHASE**

1 This Addendum is made part of the Offer to Purchase dated \_\_\_\_\_, made by \_\_\_\_\_  
2 \_\_\_\_\_ (Buyer), with respect to the Property at \_\_\_\_\_  
3 \_\_\_\_\_.

4 **■ INCLUSION OF OPTIONAL PROVISIONS:** Terms of this Offer that are preceded by an OPEN BOX (  ) are part  
5 of this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.  
6  **CLOSING:** The Parties agree that the closing shall be held at (the place selected by Buyer's lender) (the place  
7 selected by Buyer) ( \_\_\_\_\_ ) **[STRIKE AND**  
8 **COMPLETE AS APPLICABLE]**.

9 **CAUTION: Buyer must include contingencies in this Offer for tests or inspections Buyer wishes to conduct.**  
10 **Testing or inspection without a contingency is prohibited. Specific addenda are available for testing or**  
11 **evaluation of Lead-Based Paint, Wetlands and Lead/Arsenic Pesticides.**

12 **■ CONTRACTORS FOR INSPECTIONS, TESTS AND OPINIONS:** Real estate licensees in this transaction may furnish  
13 a list of qualified, independent inspectors and testers. Unless provided in writing, no representation has been made as to  
14 the competency of these inspectors/testers. The Party responsible for obtaining an inspection or test shall be solely  
15 responsible for determining the qualifications of the inspector or tester. If a licensee orders any inspection or test on  
16 behalf of a Party in this transaction, the Parties agree to hold the licensee and the licensee's Firm harmless for any  
17 damages or liability resulting from the inspection or test, other than that caused by the licensee's negligence or  
18 intentional wrongdoing. Buyer may receive copies of inspection, testing, appraisal or other reports prepared for others.  
19 Buyer should carefully review the reports to determine the purpose and age of the report and the standards applied by  
20 the person issuing the report.

21  **TESTING CONTINGENCY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **[STRIKE ONE]**  
22 ("Buyer obtaining" if neither is stricken) a current written report from a qualified independent third party documenting the  
23 results of testing conducted pursuant to applicable government or industry protocols and standards for the following  
24 substances or compounds: \_\_\_\_\_  
25 [indicate substances or compounds to be tested, e.g., asbestos (see <http://www2.epa.gov/asbestos/protect-your-family>),  
26 etc.] no later than \_\_\_\_\_ days (after acceptance) (prior to closing) **[STRIKE ONE]** ("after acceptance" if neither is stricken),  
27 at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither is stricken) expense. Specify any protocols, testing contractors,  
28 labs, standards/levels constituting a Defect, financial limits, acceptable repair methodology, etc.: \_\_\_\_\_  
29 \_\_\_\_\_.

30 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("5" if left blank) after the deadline for  
31 receipt or delivery of the testing report(s), delivers to Seller a written copy of the test results and written notice identifying  
32 the test results or Defects to which Buyer objects (Notice of Defects).

33 **NOTE: "Defect" as defined in this Offer means a condition that would have a significant adverse effect on the**  
34 **value of the Property; that would significantly impair the health or safety of future occupants of the Property;**  
35 **or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal**  
36 **life of the premises.**

37 **■ RIGHT TO CURE:** Seller (shall) (shall not) **[STRIKE ONE]** ("shall" if neither is stricken) have the right to cure.  
38 If Seller has the right to cure, Seller may satisfy this contingency by:  
39 (1) delivering written notice to Buyer within \_\_\_\_\_ ("10" if left blank) days after Buyer's delivery of the Notice of Defects  
40 stating Seller's election to cure Defects;  
41 (2) curing the Defects in a good and workmanlike manner; and  
42 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

43 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s)  
44 and:

- 45 (1) Seller does not have the right to cure; or
- 46 (2) Seller has the right to cure but:
  - 47 (a) Seller delivers written notice that Seller will not cure; or
  - 48 (b) Seller does not timely deliver the written notice of election to cure.

49 **■ HAZARDOUS SUBSTANCES:** The parties are aware that news media and other public information sources indicate  
50 that asbestos, lead-based paint, lead in drinking water, unsafe levels of mold, radium, radon gas and other toxic  
51 substances and chemicals within a structure or in soils or water supplies can cause serious health hazards. Past  
52 flooding, water intrusion, leaking or excessive dampness may result in mold growth that may present health risks. Seller  
53 represents that, to the best of Seller's knowledge, the Property does not contain asbestos, lead-based paint, excessive  
54 moisture or water intrusions, abnormal or unsafe concentrations of mold, radon gas, lead, radium or other toxic or  
55 harmful substances or chemicals, and that there has been no past flooding, water intrusion, leaking or excessive  
56 moisture in the Property, unless otherwise disclosed in writing.

57 **BUYER RESPONSIBILITY TO ASCERTAIN CONDITION OF THE PROPERTY:** Buyer acknowledges it is Buyer's  
 58 responsibility to confirm the Property is in a condition Buyer finds acceptable. Buyer has conducted such tests,  
 59 inspections, evaluations and independent inquiries as Buyer deems necessary. Buyer has relied upon Buyer's  
 60 independent inspection and tests; the statements, disclosures and representations contained in this Offer; Seller's  
 61 property condition report (if any); and any other written statements provided to Buyer. Buyer acknowledges that neither  
 62 Seller nor any real estate licensees have made any representations concerning the Property or the transaction other  
 63 than those provided in writing.

64  **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE  
 65 ("Seller providing" if neither is stricken) a map of the Property dated subsequent to the date of acceptance of this Offer  
 66 prepared by a registered land surveyor, within \_\_\_\_\_ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's)  
 67 STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show a minimum of \_\_\_\_\_ acres, a  
 68 maximum of \_\_\_\_\_ acres, the legal description of the Property, the Property's boundaries and dimensions, visible  
 69 encroachments upon the Property, the location of improvements, if any, and: \_\_\_\_\_

70 \_\_\_\_\_  
 71 STRIKE AND COMPLETE AS APPLICABLE. Additional map features  
 72 that may be added include but are not limited to: staking of all corners of the Property; identifying dedicated and  
 73 apparent streets; lot dimensions; total acreage or square footage; easements or rights-of-way.

74 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time**  
 75 **required to obtain the map when setting the deadline.**

76 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map,  
 77 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2)  
 78 information materially inconsistent with prior representations; or (3) failure to meet requirements stated within this  
 79 contingency. Upon delivery of Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has  
 80 passed, if Seller was responsible to provide the map and failed to timely deliver the map to Buyer, Buyer may terminate  
 81 this Offer if Buyer delivers a written notice of termination to Seller prior to Buyer's Actual Receipt of said map from  
 82 Seller.

83  **BUYER'S FINANCING PRE-APPROVAL:** Within \_\_\_\_\_ days ("5" if left blank) after acceptance of this Offer, Buyer  
 84 shall deliver to Seller a written verification from a financial institution that Buyer has been pre-approved for financing. If  
 85 Buyer does not make timely delivery of said pre-approval, Seller may terminate this Offer if Seller delivers a written  
 86 notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written financing pre-approval, but in  
 87 no event later than 15 days after acceptance.

88 **FEDERAL VA AND FHA MORTGAGE:** If this Offer is contingent upon Buyer obtaining an FHA or Federal VA loan, it  
 89 is also contingent upon the Parties executing an FHA or Federal VA amendment to the contract which shall give Buyer  
 90 the right to terminate the Offer if the Property fails to appraise for the purchase price.

91  **FEDERAL VA MORTGAGE:** (Buyer) (Seller) STRIKE ONE ("Seller" if neither is stricken) agrees to pay the entire  
 92 funding fee not to exceed \_\_\_\_\_ % ("0" if left blank) of the mortgage amount. Buyer agrees to pay all other costs of  
 93 securing financing.

94  **ASSOCIATION FEE:** Buyer acknowledges Buyer is responsible to pay the association fee of \$ \_\_\_\_\_ per  
 95 \_\_\_\_\_.

96  **SELLER'S CONTRIBUTION:** Seller shall give Buyer a credit at closing in the amount of \$ \_\_\_\_\_ to  
 97 assist Buyer in purchasing the Property. Buyer may use such funds for closing costs, pre-pays, escrows, and/or other  
 98 fees allowed by Buyer's lender. Any funds not approved by Buyer's lender/underwriter prior to closing shall be credited  
 99 back to Seller at closing.

100  **HOME WARRANTY PLAN:** Buyer has been informed of the availability of a limited home warranty plan. A limited  
 101 home warranty plan for a term of one year shall be included, effective on the date of closing, provided the Property  
 102 qualifies for the plan. The cost of the home warranty shall not exceed \$ \_\_\_\_\_ and will be paid by (Seller)  
 103 (Buyer) STRIKE ONE ("Seller" if neither is stricken) at closing. The warranty plan will be ordered by and provided by the  
 104 (listing) (cooperating) STRIKE ONE ("listing" if neither is stricken) firm. Buyer is advised that a home inspection may  
 105 detect pre-existing conditions which may not be covered under the warranty.

106 **INSURANCE ISSUES:** Seller agrees to allow representatives of Buyer's insurance company reasonable access to the  
 107 Property upon advance notice for inspections relating to Buyer's homeowner's insurance application. The Parties are  
 108 advised to contact their insurance agents with questions regarding insurability and costs.

109 **FLOOD PLAINS/WETLANDS/SHORELAND:** Buyer acknowledges that it is recommended that Buyer seek  
 110 professional assistance in interpreting any flood plain, wetlands and shoreland maps.

111 **FLOOD INSURANCE:** Buyer's mortgage lender may require Buyer to purchase flood insurance in connection with the  
 112 purchase of the Property. The National Flood Insurance Program (NFIP) (<https://www.floodsmart.gov/>) provides for the  
 113 availability of flood insurance and establishes flood insurance premiums based on the risk of flooding. Recent changes to  
 114 federal law may result in flood insurance premiums substantially higher than premiums paid by Seller. Buyer should  
 115 consult with one or more flood insurance carriers regarding flood insurance coverage, current and future premiums, and  
 116 whether Buyer may assume Seller's policy.

117  **FLOOD INSURANCE PREMIUMS CONTINGENCY:** This Offer is contingent upon Buyer obtaining, an insurance  
 118 binder, certificate of insurance or other insurance company documentation or correspondence showing that Buyer's



119 annual premium for flood insurance for Buyer's initial year of ownership after closing shall not exceed \$ \_\_\_\_\_ .  
 120 This contingency shall be deemed satisfied unless Buyer, no later than \_\_\_\_\_ days (after acceptance) (prior to closing)  
 121 **STRIKE ONE** ("after acceptance" if neither is stricken), delivers to Seller written notice indicating that this contingency  
 122 has not been satisfied and documentation of the flood insurance premiums available to Buyer. If this contingency is not  
 123 satisfied, Buyer may terminate this Offer by delivering written notice of termination to Seller.

124 **■ ZONING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS AND NON-CONFORMING STRUCTURES:**

125 Municipal zoning and building restrictions affect use of the Property, and comprehensive plans may affect future use or  
 126 value of the Property by influencing future development in the municipality. Buyer is informed that some buildings are  
 127 considered legal non-conforming structures because they no longer conform to current zoning standards due to  
 128 changes to zoning standards and ordinances enacted after the building was constructed. Buyer's ability to remodel,  
 129 repair, replace or enlarge an existing non-conforming structure may be regulated by the municipality. Buyer agrees to  
 130 contact the appropriate municipal authorities regarding zoning and building restrictions and comprehensive plans if  
 131 these issues are material to Buyer's decision to purchase.

132 **■ MUNICIPAL REPORT/CODE COMPLIANCE:** Seller agrees to provide Buyer with written verification of paid real  
 133 estate taxes, current or planned special assessments and any unpaid municipal charges affecting the Property, if such a  
 134 statement is available from the municipality. A Certificate of Code Compliance, Occupancy Permit or similar government  
 135 approvals/documentation also may be required under local code. All applicable statements shall be provided by Seller at  
 136 or before closing at Seller's expense, unless otherwise provided in writing.

137 **■ MUNICIPALITY DISCREPANCY:** Buyer acknowledges that while the Property mailing address may be within one  
 138 municipality, the Property may be physically located in an adjoining municipality that will determine the applicable  
 139 property taxes and school district.

140 **■ NUMBER OF DAYS:** The default number of days is 20 if nothing is entered on blank lines requiring entry of a number  
 141 of days and there is no specific default stated in the provision.

142 **■ CONTACT INFORMATION FOR CLOSING DISCLOSURE:** To facilitate lender preparation of the Closing Disclosure,  
 143 please provide the following real estate firm and agent contact information that is required on that form:

CONTACT INFORMATION	Real Estate Firm for Buyer	Real Estate Firm for Seller
Name of Firm		
Firm Address		
Firm's License No.		
Contact/Name of Agent		
Agent's License No.		
Email Address		
Telephone Number		

145 **■ ADDITIONAL PROVISIONS:** \_\_\_\_\_  
 146 \_\_\_\_\_  
 147 \_\_\_\_\_  
 148 \_\_\_\_\_  
 149 \_\_\_\_\_  
 150 \_\_\_\_\_  
 151 \_\_\_\_\_

152 **■ READING/UNDERSTANDING:** By initialing and dating this Addendum, each Party acknowledges they have received  
 153 and carefully read all pages of this Addendum. Initialing does not signify acceptance or agreement with the terms of this  
 154 Addendum.

155 (X) \_\_\_\_\_ (Date) ▲                      (X) \_\_\_\_\_ (Date) ▲  
 156 (Buyer(s)' Initials) ▲                      (Seller(s)' Initials) ▲