

**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, \_\_\_\_\_ **TBO** \_\_\_\_\_,  
4 offers to purchase the Property known as [Street Address] \_\_\_\_\_ **4839 Lake Lucerne Dr**

5 \_\_\_\_\_  
6 in the \_\_\_\_\_ of \_\_\_\_\_ **Crandon** \_\_\_\_\_, County  
7 of \_\_\_\_\_ **Forest** \_\_\_\_\_ Wisconsin (insert additional description, if any, at lines 548-570 or  
8 in an addendum per line 592), 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: **All appliances and**  
13 **furnishings in both cabins. This however does exclude the 2 new recliners in the main**  
14 **cabin. See Exclusions below.**

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: **2 New Recliners**

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 548-570 or in an addendum per line 592).**

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 May 30, 2024 , 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 **xxx** **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 **na** **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/L 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 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 548-570 or in an addendum attached  
 257 per line 592. 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  **xxx** 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  **na** Current assessment times current mill rate (current means as of the date of closing).

370  **na** 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  **na** \_\_\_\_\_.

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  **na** 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 548-570 or attach as an addendum per line 592.

#### 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 548-570 or in an addendum attached per line 592, 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 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  **na** **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of  
544 \_\_\_\_\_ (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage  
545 fees at closing. Payment made under this provision represents an economic adjustment only and does not create any  
546 agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party  
547 beneficiary of this contract.

548 **ADDITIONAL PROVISIONS/CONTINGENCIES**

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571 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
572 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines  
573 574-589.

574 (1) **Personal:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at  
575 line 576 or 577.

576 Name of Seller's recipient for delivery, if any: Redefined Realty Jim Engstrand

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

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

579 Seller: ( \_\_\_\_\_ ) 888-861-9115 Buyer: ( \_\_\_\_\_ ) \_\_\_\_\_

580  **na** (3) **Commercial:** depositing the document or written notice, fees prepaid or charged to an account, with a  
581 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's  
582 address at line 585 or 586.

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

585 Address for Seller: N51W24953 Lisbon Rd Pewaukee, WI 53072

586 Address for Buyer: \_\_\_\_\_

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

588 Email Address for Seller: Jim@RedefinedRealty.com

589 Email Address for Buyer: \_\_\_\_\_

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

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

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

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**WIRE FRAUD WARNING!** Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

**Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.**

606 (x) \_\_\_\_\_  
607 Buyer's Signature ▲ Print Name Here ▶ TBO \_\_\_\_\_ Date ▲

608 (x) \_\_\_\_\_  
609 Buyer's Signature ▲ Print Name Here ▶ \_\_\_\_\_ Date ▲

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

614 (x) \_\_\_\_\_  
615 Seller's Signature ▲ Print Name Here ▶ Jacob J and Stacy L Riedel \_\_\_\_\_ Date ▲

616 (x) \_\_\_\_\_  
617 Seller's Signature ▲ Print Name Here ▶ \_\_\_\_\_ Date ▲

618 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_  
619 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

620 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
621 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 **TBO**  
2 \_\_\_\_\_ (Buyer) with respect to the Property at **4839 Lake Lucerne Dr**  
3 **Crandon**, 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.

7  **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  
8 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  
9 any loan fees indicated on the Offer.

10  **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  
11 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  
12 (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  
13 neither is stricken). Buyer is advised that a home inspection may detect pre-existing conditions which may not be covered under the warranty plan.

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

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

16 **INSPECTIONS, TESTS, APPRAISALS, AND OPINIONS** Real estate agents may furnish a list of independent inspectors/testers to the Parties. Unless provided in  
17 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  
18 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  
19 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'  
20 negligence or intentional wrongdoing. Buyer may receive copies of certain inspection, test, appraisal or other reports prepared for other persons. Buyer should  
21 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  
22 preparing the report. It is recommended that Buyer have the Property inspected by a professional inspector or other qualified independent inspector.

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

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

27 \_\_\_\_\_ (insert tests to  
28 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  
29 \_\_\_\_\_ 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  
30 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 65- 75.

31  **WELL WATER TESTING CONTINGENCY:** If there is an active well serving the Property this Offer is contingent upon Buyer receiving, no later than  
32 \_\_\_\_\_ 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  
33 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  
34 systems for safe human consumption relative to the following substances: bacteria (total Coliform and E.coli), nitrate, arsenic and \_\_\_\_\_

35 \_\_\_\_\_ (**NOTE:** if desired insert other substances that may affect the  
36 drinking water safety such as: lead, pesticides, nitrite, copper, radium, etc.) (Buyer) (Seller) **STRIKE ONE** ("Seller" if neither is stricken) shall be responsible for  
37 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  
38 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  
39 Right to Cure lines 65-75. (See DNR Web site: <http://dnr.wi.gov/topic/DrinkingWater/> ).

40  **WELL SYSTEM INSPECTION CONTINGENCY:** If the Property is served by an active well(s) other than a community well (see lines 51-54 regarding shared  
41 well agreements; see lines 47-50 regarding abandoned well(s)) this Offer is contingent upon Buyer receiving no later than \_\_\_\_\_ days ("15" if left blank) prior to  
42 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  
43 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  
44 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)  
45 **STRIKE ONE** ("shall" if neither is stricken) have the right to cure. See Right to Cure lines 65-75.

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

47 **ABANDONED WELLS** If Seller has notice or knowledge of an abandoned well(s) on the Property, or any other well(s) required to be closed per applicable law, or  
48 Seller is made aware of such a well(s) prior to closing, Seller shall, prior to closing, close the well(s) at Seller's expense and provide Buyer with documentation of  
49 closure in compliance with applicable codes or provide Buyer with documentation evidencing the well(s) was previously closed in compliance with the applicable  
50 codes in effect at the time of closure.

51 **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  
52 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  
53 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  
54 the Agreement has not already been recorded, it shall be provided in recordable form, with recording fees to be Seller's expense at closing.

55  **PRIVATE SANITARY SYSTEM [PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS)] INSPECTION CONTINGENCY:** If the Property is  
56 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  
57 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  
58 plumber-restricted service, licensed plumbing designer, registered engineer, certified POWTS inspector, certified septage operator or a certified soils tester, which  
59 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**  
60 ("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

61 inspection at Seller's expense regardless of the strike on line 59. Seller **(shall) (shall not)** **STRIKE ONE** ("shall" if neither is stricken) have the right to cure. See  
62 Right to Cure lines 65-75.

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

65 **RIGHT TO CURE REGARDING CONTINGENCIES AT LINES 25, 31, 40 & 55** Each contingency selected above [testing, well water, well system or private sanitary  
66 system (POWTS)] shall be deemed satisfied unless Buyer, within five days of the earlier of: 1) Buyer's Actual Receipt of the applicable testing, water, well or sanitary  
67 system report(s) or 2) the deadline for delivery of said report(s), delivers to Seller, a copy of the report(s) and a written notice identifying the Defect(s) to which Buyer  
68 objects or 3) the deadline for delivery of said report(s), and Seller was to provide report(s) and report(s) were not delivered, Buyer delivers to Seller a written notice to  
69 terminate. If Seller was granted the right to cure in a contingency above Seller may satisfy the contingency by: (1) delivering written notice to Buyer within 10 days of  
70 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and workmanlike manner; and (3) delivering to  
71 Buyer a written report detailing the work done within three days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of Notice of Defects  
72 and written inspection report(s) and: (1) Seller does not have the right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not  
73 cure or (b) Seller does not timely deliver the written notice of election to cure. For the purposes of this contingency, Defect is defined per the Offer. Cures of Defects  
74 in POWTS may be accomplished only by repairing the current POWTS system or by replacing the current POWTS system with the same type of system which meets  
75 the applicable standard stated above, unless otherwise agreed to in writing.

76 **SANITARY DISTRICT SEWER CONSTRUCTION** Buyer is informed that the Property may be located within an established sanitary district. Buyer may be subject  
77 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  
78 sanitary district to inquire about such costs.

### 79 **FINANCING ISSUES**

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

81 **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  
82 than seven (7) days after acceptance, deliver a written request for written confirmation of application. Buyer shall deliver written confirmation of application no later  
83 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.

84 **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  
85 premium for private mortgage insurance and for property/casualty and extended coverage insurance. Flood insurance, if required, may be in addition to the stated  
86 monthly payment.

87 **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  
88 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.

89 **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  
90 determine when Buyer's loan proceeds will be funded to ensure that the funds will be available at the time of closing.

91 **WAIVER OF FINANCING COMMITMENT CONTINGENCY** If Buyer waives the Financing Commitment Contingency making this a cash offer and, within \_\_\_\_\_  
92 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  
93 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  
94 Buyer's property, Seller agrees to waive Seller's rights under the Financing Commitment Contingency. Delivery of a loan commitment is considered written  
95 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  
96 funds for the amount by which the sales price exceeds the amount of the loan commitment.

97 **FHA, VA OR USDA MORTGAGE** If this Offer is contingent upon Buyer obtaining a FHA, VA or USDA loan, the Parties agree to execute an FHA, VA or USDA  
98 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  
99 lender at time of closing, a tax service fee not to exceed \$100.00.

100  **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)  
101 of the mortgage amount.

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

103 **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  
104 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  
105 VA-approved operator using VA-approved collection method at the (Buyer) (Seller) **STRIKE ONE** expense ("Seller's" if neither is stricken). Buyer may terminate this  
106 Offer by delivering written notice within \_\_\_\_\_ days ("7" if left blank) after receiving the report revealing damage. Should Buyer fail to notify Seller by the deadline  
107 stated on line 106, Buyer waives the right to terminate 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).)

108 **AREA CONDITIONS** Properties are affected by existing and proposed conditions and services in the area surrounding the property. Existing and future residential,  
109 recreational, commercial and/or industrial development, road and/or freeway construction, sewer or water or other public utility construction, area wide  
110 reassessments and/or airport expansion may affect the Property. Buyer is aware that properties near airports, highways, industrial developments, farms, etc. may be  
111 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  
112 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  
113 Seller's and firms' representations regarding known conditions and has become familiar with the area surrounding the Property and has investigated future proposed  
114 developments, consulted with local municipal officials, including the assessor's office as needed and is satisfied with current and proposed area conditions.

115 **PROPERTY CONDITIONS** Parties are aware that news media and other public information sources indicate that asbestos, mold, lead-based paint, lead in drinking  
116 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  
117 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  
118 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  
119 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  
120 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,  
121 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  
122 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  
123 acknowledges that Buyer has made such independent inquiries as Buyer deemed necessary concerning any factors material to the Property or the transaction. Buyer  
124 acknowledges that in purchasing this Property the Buyer has relied on Buyer's independent inspection and analysis of the Property and upon the statements,

disclosures and representations contained in this Offer, in any Seller's disclosure report, and in any other written statements provided to Buyer. Buyer further acknowledges that neither Seller nor any real estate agents involved in this transaction have made any representations concerning the Property or the transaction 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 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 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 other third party's statements, disclosures and representations contained in this Offer unless the request is specifically set forth in this Offer.

**UNDERGROUND STORAGE TANKS AND BASEMENT FUEL OIL TANKS** If Seller has notice or knowledge of an underground storage tank or basement or 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 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 include a copy of any applicable contractor's closure report and any required Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) 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 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 basement fuel oil tanks is not required under state law.**

**ZONING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS, NON-CONFORMING PROPERTY AND BUILDING PERMITS** Municipal zoning and 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 the municipality. Buyer is informed that many properties, including those in the shoreland area, are considered legal non-conforming properties which no longer conform to current zoning due to changing building regulations, restrictions, and lot size requirements. This may affect Buyer's ability to build, rebuild, remodel, replace, enlarge or use an existing structure (consider special hazard insurance if Property is considered legal non-conforming). Buyer is encouraged to take 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 independently whether the required building permits have been obtained, zoning and building restrictions, comprehensive plans and non-conforming property status nor to determine any financial consequence to Buyer for lack of required building permits or any zoning, building restrictions, comprehensive plans or non-conforming 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 variance. Buyer is advised to check with the applicable municipal authorities regarding existing zoning, shoreland zoning, and building restrictions, possible comprehensive plans, and building permits, if these issues are material to Buyer's decision to purchase. Further, Buyer is informed that some municipalities may 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 responsibility and liability to research, verify and confirm any of this information.**

**INFORMATION ON PROMOTIONAL MATERIALS** Buyer understands that the information which is contained in the Multiple Listing Service Data sheets and additional promotional materials is obtained from a number of different sources and which **has not been** independently verified or confirmed by the various real 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, Buyer assumes all responsibility and liability to research, verify and confirm said data element and measurement.** Further, Buyer affirmatively represents 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, Buyer has independently confirmed and/or verified the accuracy of said particular measurement or data element.

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

**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 accurate. Buyer is encouraged to personally examine such maps or consult with appropriate government officials to verify their accuracy or applicability, if such information is material to Buyer's decision to purchase.

#### **INSURANCE PROVISIONS**

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

■ **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 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 may require that any tube or aluminum wiring be replaced with wiring consistent with current code.**

■ **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 this Property. The National Flood Insurance Program provides for the availability of flood insurance but also establishes flood insurance policy premiums based on 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 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 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 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 accurate indication of premiums charged after purchase of this property.

**RENTAL PROPERTY ORDINANCES** The City of Milwaukee requires a registration form and fee of residential rental properties (with some exceptions) within 15 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 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 (414) 302-8400 for more information. Penalties exist for non-compliance.

**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 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 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

189 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-Awareness-and-Drinking-Water-Safety.htm#WI97AxsrLct> for more information. Other communities may have same or similar types of property owner obligations 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 or, consulted with local municipal officials, as needed.

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

195 **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 of this Addendum shall prevail.

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

200 ■ **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 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"/> _____	_____

206 ■ **ADDITIONAL CONTINGENCY:** This Offer is contingent upon \_\_\_\_\_  
207 \_\_\_\_\_  
208 \_\_\_\_\_  
209 \_\_\_\_\_  
210 \_\_\_\_\_ on or before \_\_\_\_\_. In the event \_\_\_\_\_,

212 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 210. Should Buyer fail to notify Seller, Buyer shall be deemed to have waived this contingency.

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

216 **ADDITIONAL PROVISIONS**  
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234 To facilitate lender preparation of the Closing Disclosure:

235 Name of Firm for Buyer _____	Name of Firm for Seller <u>Robert Tarantino</u>
236 Company Address _____	Company Address <u>N51W24953 Lisbon Rd Redefined Realty</u>
237 Firm License No. _____	Firm License No. _____
238 Selling Agent's Name _____	Listing Agent's Name <u>James K Engstrand</u>
239 License No. _____	License No. _____
240 Email address _____	Email address <u>jim@redefinedrealty.com</u>
241 Telephone No. _____	Telephone No. _____

242 **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 addendum, the offer and any other documents incorporated into the offer.

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

**ADDENDUM AC TO OFFER TO PURCHASE – ADDITIONAL CONTINGENCIES**

1 This Addendum is made part of the Offer to Purchase dated \_\_\_\_\_ made by **TBO**  
2 \_\_\_\_\_ (Buyer)  
3 with respect to the Property at **4839 Lake Lucerne Dr Crandon**  
4 \_\_\_\_\_, Wisconsin. If different, the mailing address is: \_\_\_\_\_  
5 \_\_\_\_\_, Wisconsin. (collectively Property)

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

8  **INSPECTION CONTINGENCY:** Buyer agrees not to submit any Notice of Defects, or Amendment for repairs, replacement, credit,  
9 or price reduction, under the Inspection Contingency in the Offer, unless the cumulative estimated cost to repair or replace the Defect(s)  
10 identified in the inspection(s) exceed(s) **\$5,000.00** if the Seller has the Right to Cure Defects.  
11 If Buyer delivers a Notice of Defects, Seller's election to cure applies only to the balance of the items for which the cumulative cost to  
12 repair or replace exceeds the amount stated on line 10.

13 Estimate(s) of cost(s) for repair or replacement shall be obtained from independent qualified professional(s) or contractor(s) selected by  
14 Buyer. Seller agrees to provide access for Buyer and Buyer's qualified professional(s) or contractor(s) to obtain such estimate(s). The  
15 Buyer shall pay any costs associated with obtaining the estimates.

16 The parties may together agree on the cost(s) to repair or replace the Defect(s) for purposes of this provision. The estimate(s) obtained  
17 or agreed upon are utilized only for execution of this provision and do not affect any Seller Right to Cure unless specifically agreed in  
18 writing.

19 One or more of the following provisions may also be included, if checked:

20  Seller may also obtain estimates by independent qualified professional(s) or contractor(s) and deliver to Buyer by the deadline  
21 for the Inspection Contingency, if delivered before any Notice of Defects is delivered to Seller by Buyer, based upon the estimate(s)  
22 obtained by Buyer. If the Seller timely delivers such estimate(s) and the estimate(s) differ from the Buyer's estimate(s) for the same  
23 item(s) or cost(s), the parties agree they will average the different estimates for each affected item to arrive at the costs(s) for purposes  
24 of this provision.

25  Either party may extend the original deadline for the Inspection Contingency by \_\_\_\_\_ days ("5" if left blank)  
26 to allow for follow-up inspection(s) and/or obtaining estimate(s). Either party may do this by delivering written notice of extension, if  
27 delivered to the other party prior to expiration of the original deadline for the Inspection Contingency.

28  **APPRAISAL GAP:** Buyer represents Buyer has consulted with Buyer's lender before including this provision.  
29 If the Offer includes an Appraisal Contingency and the appraised value is less than the Purchase Price, the Buyer agrees to cover the  
30 difference up to **\$5,000.00** ("Appraisal Gap"). Buyer hereby represents the Buyer has sufficient funds  
31 to cover the gap and amount financed in the Financing Commitment Contingency in the Offer. Buyer is hereby prohibited from sending a  
32 notice objecting to the appraised value unless the appraised value is lower than the Purchase Price minus the Appraisal Gap.

33 If Seller has the Right to Cure the Appraisal Contingency in the Offer, Seller may satisfy the contingency by delivering written notice to  
34 Buyer adjusting the Purchase Price to the value shown on the appraisal report, plus the Appraisal Gap. All other terms of the Appraisal  
35 Contingency remain the same.

36  **ESCALATION CLAUSE:** If Seller accepts this Offer and receives one or more additional bona fide offers to purchase the Property  
37 with terms acceptable to Seller (Other Offers), no later than \_\_\_\_\_ (date) which result in Net  
38 Proceeds of Sale (Purchase Price minus any monetary contributions by Seller) payable to Seller equal to or greater than the Net Proceeds  
39 of Sale payable to Seller under this Offer, then the purchase price of this Offer shall automatically increase to an amount which generates  
40 Net Proceeds of Sale to Seller \$ \_\_\_\_\_ in excess of the highest Net Proceeds of Sale generated in such Other  
41 Offers.

42 The Purchase Price of this Offer may be increased  once  more than once  **CHECK ONE** ("once" if neither is checked)  
43 based on one or more Other Offers.

44 The Purchase Price of this Offer shall not exceed \$ \_\_\_\_\_.

45 If the Purchase Price of this Offer is increased based on one or more Other Offers, Seller shall, no later than \_\_\_\_\_ days  
46 ("two days" if left blank), after receipt of said Other Offers submit to Buyer a signed amendment to the Offer reflecting the adjusted  
47 Purchase Price and a copy of any Other Offers that resulted in, and were the basis for the increase to the Purchase Price of this Offer.  
48 The original Purchase Price remains the same if Seller does not provide the amendment.



49 **Seller or their attorney shall send a bona fide Other Offer to Buyer's email address at:** \_\_\_\_\_

50 Buyer agrees to accept the amendment and deliver it back to Seller according to the delivery terms in this Offer and by the deadline for  
51 acceptance in the amendment.

52 Wis. Admin. Code § REEB 24.12 prohibits a licensed real estate agent from disclosing any of the terms of one prospective buyer's offer  
53 to purchase, exchange agreement or option contract proposal to any other prospective buyer or to any person with the intent that this  
54 information be disclosed to any other prospective buyer. Accordingly, delivery of Other Offers must be conducted solely between Buyer  
55 and Seller or their attorneys and cannot involve their respective real estate agents.

56 **READING AND UNDERSTANDING** By initialing below, all parties acknowledge receipt of a copy of this addendum and that they have  
57 read all pages of this addendum, the offer and any other documents incorporated into the offer.

58 (X) \_\_\_\_\_ (X) \_\_\_\_\_ (X) \_\_\_\_\_ (X) \_\_\_\_\_  
59 Buyer Initials Date Buyer Initials Date Seller Initials Date Seller Initials Date