



## STATE OF WISCONSIN

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**Governor Scott Walker      Secretary Dave Ross**

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**REAL ESTATE CONTRACTUAL FORMS ADVISORY COMMITTEE**  
**Room 121A, 1400 E. Washington Avenue, Madison**  
**Contact: Angela Hellenbrand (608) 261-5406**

**July 22, 2013**

*The following agenda describes the issues that the Board plans to consider at the meeting. At the time of the meeting, items may be removed from the agenda. Please consult the meeting minutes for a description of the actions and deliberations of the Board.*

**10:00 A.M.**

**OPEN SESSION – CALL TO ORDER – ROLL CALL**

- A. Adoption of Agenda**
- B. Approval of Minutes from May 2, 2013**
- C. Secretary Matters
- D. Executive Director Matters
- E. Review and Revise Business Listing Contract (WB-6)**
  - 1) WTA Memo with Proposed Changes
  - 2) WB-6 as modified by Council on 1/17/13
  - 3) WB-6, with WRA Proposed Changes (with “tracking”)
- F. WB-16 Business With Real Estate – Offer to Purchase**
  - 1) WRA Memo With Proposed Changes
  - 2) WB-16 With WB-15 Changes (with no “tracking”)
  - 3) WB-16 With WB-15 Changes (with “tracking”)
- G. Priority of Remaining Forms**
  - 1) WB-17 Business without Real Estate – Offer to Purchase
  - 2) Time Share Issues
  - 3) WB-35 Simultaneous Exchange Agreement
- H. Informational Items
- I. New Business
- J. Public Comments

**ADJOURNMENT**

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**REAL ESTATE CONTRACTUAL FORMS  
ADVISORY COMMITTEE  
MEETING MINUTES  
MAY 2, 2013**

- PRESENT:** Stephen Beers, Casey Clickner, Debra Conrad, Cori Lamont, Scott Minter, Kim Moermond, Richard Petershack (by telephone), Jonathan Sayas, Michael Sewell, Gary Tritz and Tom Weber.
- EXCUSED:** Jack Drzewiecki, John Flor, Michael Gordon, and Peter Sveum
- STAFF:** Angela Hellenbrand, Executive Director and David Carlson, Communications Specialist.

Steve Beers, Chair, called the meeting to order at 10:07 a.m. A quorum of eleven (11) members was confirmed.

**ADOPTION OF AGENDA**

- MOTION:** Scott Minter moved, seconded by Casey Clickner, to adopt the agenda as published. Motion carried unanimously.

**APPROVAL OF MINUTES**

- MOTION:** Scott Minter moved, seconded by Gary Tritz, to approve the minutes of March 7, 2013 as published.

Richard Petershack left the meeting at 12:30 p.m.  
Kim Moermond left the meeting at 1:42 p.m.

**ADJOURNMENT**

- MOTION:** Tom Weber moved, seconded by Cori Lamont, to adjourn the meeting at 1:59 p.m. Motion carried unanimously.

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**REVISIONS TO WB-6 Business Listing Contract – Exclusive Right to Sell**

To: DSPS Real Estate Contractual Forms Advisory Committee

From: WRA Forms Committee

Date: June 26, 2013

RE: **WB-6 Business Listing Contract – Exclusive Right to Sell**

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The DSPS Real Estate Contractual Forms Advisory Committee completed its review of the WB-6, as represented in the draft that is labeled WB-06Form (with Tracking)20120307modified by council on 05-02-2013. The first attempt to format this listing has been completed and that version is labeled WB6\_formatAttempt1\_asmodifiedbycouncil on 05-02-2013. The comments in this memo refer to that draft.

**WB-6 Changes**

◆ Included in List Price, Lines 10-13: Note that the reference to “Fixtures (in interest in Real Estate is included)” now appears immediately following “the interest in Real Estate (if included on lines xx-xx)” because it did not seem to make sense to list the Fixtures before the interest in Real Estate.

Seller shall include in the list price (unless excluded at lines xx-xx) and transfer, free and clear of encumbrances, the Assets of the Business including all goodwill, stock-in-trade, trade fixtures, ~~Fixtures (if interest in Real Estate is included),~~ accounts receivable, ~~cash,~~ all Business Personal Property, the interest in Real Estate (if included on lines xx-xx), ~~Fixtures (if interest in Real Estate is included),~~ and the following additional property

⇒ The WRA Forms Committee also requested that “cash” be added to the list – after accounts receivable might be a good spot for the insertion. See above.

◆ Interest in Real Estate, Line 26: The WRA Forms Committee proposes that “(see lines xx-xx)” be added on the end of line 26. The section referred to would be the Leased Property section on lines 96-100.

◆ Seller’s Disclosure Report(s), Lines 81-87: This provision now provides:

■ **SELLER'S DISCLOSURE REPORT(S):** Wis. ~~consin~~ Administrative Code Chapter ~~REEBL~~ 24 requires listing brokers to make inquiries of the seller on the condition of the structure, mechanical systems and other relevant aspects of the property and to request that the Seller provide a written response to the broker’s inquiry. Seller agrees to provide Broker with written disclosure of all defects known to Seller with regard to the Assets and to complete any and all other disclosure report(s), as may be applicable or required by law. Seller agrees to promptly amend the report(s) to include any defects (as defined in the report(s)) which Seller learns of after completion of the report(s), ~~but before acceptance of a buyer’s offer to purchase.~~ Seller authorizes Broker to distribute the report(s) to all interested parties and their agents ~~inquiring about the Assets,~~ and ~~acknowledges that Broker has a duty~~ to disclose all material ~~adverse~~ facts, as required by law.

⇒ **CONCERNS WITH THIS PROVISION:** it does not define “defects” in this context. The seller agrees to provide a written disclosure of all “defects” with regard to the Assets, without any

guidance as to what this means. Is the seller expected to have their own disclosure reports? The § REEB 24.07 duty to inquire about conditions relative to the structure, mechanical systems and other relevant aspects of the property, apparently applies only to real estate. This provision says the Seller will complete “any and all other disclosure report(s), as may be applicable or required by law.” It is not clear who decides what reports might be applicable or where they come from, but does tell us that Seller will complete a RECR or a VLCR if there is 1-4 dwellings units or vacant land – the only two condition reports required by law.

If a business broker is going to provide good service to the client and be helpful in the transaction, they will likely want to have disclosure reports to give to the seller.

In some of the other listings there are statements that the “Seller agrees to complete a seller’s disclosure report to the best of Seller’s knowledge.” In the WB-1 the “Seller agrees to complete the real estate condition report provided by Broker to the best of Seller’s knowledge.”

These would seem to be better than putting the burden on the seller to come up with a written disclosure regarding known defects in all of the Assets – whatever that is intended to mean. If a business broker, the WRA, an attorney, etc. creates a business assets disclosure report form, there is nothing in the provision that creates any obligation for the seller to complete it.

⇒ **RECOMMENDATION: The WRA forms committee thought the best solution was to add a definition of “defects” in this context. The definition suggested below is based upon the definitions of defects in the WB-16 offer draft. Note that it remains unclear who decides what reports might be applicable or where they come from.**

For the purposes of Seller representations, Defect means a condition that would have a significant adverse effect on the value of the Assets; that would significantly impair the health or safety of future occupants of the Assets; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

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◆ Seller Representations Regarding Defects, Lines 88-92: The DSPS Committee decided that this provision too would be better if it was general and included no specifics. It provides:

■ **SELLER REPRESENTATIONS REGARDING DEFECTS:** Seller represents to Broker that as of the date of this Listing, Seller has no notice or knowledge of any defects affecting the Assets other than those noted on seller’s disclosure report(s) or other written disclosure provided to Broker. **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR DAMAGES AND COSTS.**

⇒ **CONCERN WITH THIS PROVISION: it references “defects” but does not define what that means in this context. It suggests that the Seller provided some sort of written disclosures to the Broker of unknown origin.**

Possible suggestions to improve upon the provision: (1) include a definition of Defect, or (2) modify the provision as follows:

■ **SELLER REPRESENTATIONS REGARDING DEFECTS:** Seller represents to Broker that as of the date of this Listing, Seller has no notice or knowledge of any defects (as defined in the report(s) or written disclosures) affecting the Assets other than those noted on Seller’s disclosure report(s) or other written disclosure provided to Broker.

**WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR DAMAGES AND COSTS.**

- ◆ Commission, Lines 212-213: the WRA forms committee recommends that this refer to the Business Entity (line 3) rather than the Business (lines 2-7):

5) A transfer or sale of any stock, shares, membership or partnership interest of the Business Entity occurs which results in an effective change of ownership, management or control of the Business;

- ◆ Definition of Procure, Lines 274-277: The WRA Forms Committee suggests that the reference to Listing Broker be modified to just say "Broker" because that is the terminology used in the rest of the WB-6.

**PROCURE:** A buyer is procured when during the term of the Listing, an enforceable contract of sale is entered into between the Seller and the buyer or when a ready, willing and able buyer submits to the Seller or the Listing-Broker a written offer at the price and on substantially the terms specified in this Listing. A buyer is ready, willing and able when the buyer submitting the written offer has the ability to complete the buyer's obligations under the written offer. See lines xx-xx.

- ◆ Notice about Sex Offender Registry, General Concern: The Department of Corrections has a new web site and that the internet address for the Sex Offender Registry has changed. The new online address is <http://offender.doc.state.wi.us/public/>. The DSPS inserted into the Sex Offender Registry provision in the WB-6 (see lines 101-103) the new web address for the DOC home page (<http://www.doc.wi.gov>) which has a link on it that will get you to the sex offender registry after a couple of clicks. The DSPS was to communicate with the DOC to see how long they will maintain the link that presently takes you from the old internet address (<http://www.widocoffenders.org>) to the new page. Virtually all real estate forms may need to be updated. **The DSPS has not yet determined how this will be handled with other forms.**

WB6RevisionsDSPS7-22-13

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WB-06 Form 20121204 (Format Attempt#1)

**WB-6 BUSINESS LISTING CONTRACT – EXCLUSIVE RIGHT TO SELL**

**LISTING CONTRACT FOR SALE OF ASSETS ONLY.**

**CONSULT APPROPRIATE ADVISORS FOR TAX, LICENSING, LIABILITY OR RELATED ISSUES.**

1 SELLER GIVES BROKER THE EXCLUSIVE RIGHT TO SELL THE ASSETS ON THE FOLLOWING TERMS:

2 Business Name: \_\_\_\_\_  
3 Type of Business Entity (e.g., corporation, LLC, partnership, sole proprietorship, etc.): \_\_\_\_\_  
4 \_\_\_\_\_  
5 Business Description: \_\_\_\_\_  
6 \_\_\_\_\_  
7 \_\_\_\_\_ (lines 2-7 hereinafter referred to as the "Business").  
8 Insert additional description, if any, at lines xxx-xxx or attach as an addendum per line xxx.

9 ■ **LIST PRICE:** \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).  
10 ■ **INCLUDED IN LIST PRICE:** Seller shall include in the list price (unless excluded at lines xx-xx) and transfer, free and clear of  
11 encumbrances, the Assets of the Business including all goodwill, stock-in-trade, trade fixtures, accounts receivable, all Business  
12 Personal Property, the interest in Real Estate (if included on lines xx-xx), Fixtures (if interest in Real Estate is included), and the  
13 following additional property \_\_\_\_\_

14 \_\_\_\_\_  
15 \_\_\_\_\_ [STRIKE AND COMPLETE AS APPLICABLE] (hereinafter collectively the "Assets").  
16 Seller shall convey Business Personal Property and any other personal property by Bill of Sale or \_\_\_\_\_  
17 \_\_\_\_\_, free and clear of all liens and encumbrances except \_\_\_\_\_  
18 \_\_\_\_\_.

19 ■ **INTEREST IN REAL ESTATE [CHECK BOX ON LINE XX OR XX, AS APPLICABLE]:**  
20  **NO INTEREST IN REAL ESTATE INCLUDED IN LIST PRICE**  
21  **DESCRIPTION OF INTEREST IN REAL ESTATE INCLUDED IN LIST PRICE:**  
22 Street address is: \_\_\_\_\_  
23 \_\_\_\_\_ in the \_\_\_\_\_ of \_\_\_\_\_  
24 \_\_\_\_\_, County of \_\_\_\_\_, Wisconsin (the "Real Estate").  
25 The Real Estate is owned by: \_\_\_\_\_  
26 The Real Estate is leased to: \_\_\_\_\_  
27 The interest in the Real Estate included in the list price is:  ownership  leasehold  assignment of existing lease  
28  other: \_\_\_\_\_. Insert any additional description, including further description  
29 of the type of interest in the Real Estate that is included in list price, at lines xxx-xxx or attach as an addendum per line xxx.

30 ■ **NOT INCLUDED IN LIST PRICE: CAUTION: Identify any Fixtures, trade fixtures and Business Personal Property to be**  
31 **excluded by Seller (see lines 234-241, 244-254):** \_\_\_\_\_  
32 \_\_\_\_\_  
33 \_\_\_\_\_.

34 **MARKETING** Seller authorizes and Broker agrees to use reasonable efforts to procure a buyer for the Assets. Broker's marketing may  
35 include: \_\_\_\_\_  
36 \_\_\_\_\_.  
37 Broker may advertise the following special financing and incentives offered by Seller: \_\_\_\_\_  
38 \_\_\_\_\_.

39 Seller has a duty to cooperate  
40 with Broker's marketing efforts. See lines xx-xx regarding Broker's role as marketing agent and Seller's duty to notify Broker of any  
41 potential buyers known to Seller. Seller agrees that Broker may market other assets and properties during the term of this Listing.

42 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that Broker will work and cooperate  
43 with other brokers in marketing the Assets, including brokers from other firms acting as subagents (agents from other companies  
44 engaged by Broker - see lines xxx-xxx) and brokers representing buyers. Cooperation includes providing access to the Assets for  
45 showing purposes and presenting offers and other proposals from these brokers to Seller. Note any brokers with whom Broker shall not  
46 cooperate, any brokers or buyers who shall not be allowed to attend showings, and the specific terms of offers which should not be  
47 submitted to Seller: \_\_\_\_\_.

47 **CAUTION: Limiting Broker's cooperation with other brokers may reduce the marketability of the Assets.**

48 ■ **EXCLUSIONS:** All persons who may acquire an interest in the Assets as a Protected Buyer under a prior listing contract are  
49 excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing. Within seven days of the  
50 date of this Listing, Seller agrees to deliver to Broker a written list of all such prospective buyers. The following other buyers are  
51 excluded from this Listing until \_\_\_\_\_ [INSERT DATE]: \_\_\_\_\_  
52 \_\_\_\_\_. These other buyers are no longer excluded from this Listing after the specified date unless,

53 on or before the specified date, Seller has either accepted an offer from the buyer or sold the Assets to the buyer.

54 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with Broker in Broker's marketing efforts and to  
55 provide Broker with all records, documents and other material in Seller's possession or control which are required in connection with the  
56 sale. Seller authorizes Broker to do those acts reasonably necessary to effect a sale and Seller agrees to cooperate fully with these  
57 efforts which may include Internet advertising or a lockbox system on the Real Estate. Seller shall promptly notify Broker in writing of the  
58 names and contact information of any potential buyers known to Seller, who contact Seller or with whom Seller negotiates during the  
59 term of this Listing and shall promptly refer all such potential buyers and all persons making inquiries concerning the Assets to Broker.

60 **SELLER AUTHORITY TO SELL** Seller represents that Seller has authority to convey the Assets. If the owner is an entity, Seller  
61 agrees, within ten days of the execution of this Listing, to provide Broker with a copy of documents evidencing that the sale of the  
62 Assets has been properly authorized.

63 **DOCUMENTS AND RECORDS** Seller agrees to promptly deliver all financial, business or other records, documents or other  
64 materials related to the Assets or transaction required in connection with the marketing or sale. **Seller warrants that all written**  
65 **documents and records given to Broker in conjunction with the marketing or sale of the Assets shall be true and accurate.**  
66 Seller agrees to hold Broker harmless from **loss or liability resulting from** Broker's use of these documents and records, **including but**  
67 **not limited to**, the payment of **costs and** reasonable attorney fees in the event of any suit against Broker arising out of the use of these  
68 documents and records. Seller authorizes Broker to distribute any or all of the documents and records given to Broker to prospective  
69 buyers and their business, legal or tax counsel.

70 **SELLER RESPONSIBILITIES** Seller agrees to hold Broker harmless as to any losses suffered by Broker because of any breach of  
71 contract by Seller where Broker has acted as agent for Seller according to terms and conditions set forth in this Listing, **including but not**  
72 **limited to**, the payment of **costs and** reasonable attorney fees required to defend Broker from claims by a buyer of the Assets. Seller is  
73 aware that there is a potential risk of injury, damage, loss or theft involving persons attending a showing of the Assets. Seller accepts  
74 responsibility for preparing the Assets to minimize the likelihood of personal injury, property damage, loss or theft. Seller agrees to hold  
75 Broker harmless for any losses or liability resulting from personal injury, property damage, loss or theft occurring during the term of this  
76 listing, other than those caused by Broker's negligence or intentional wrongdoing. Seller acknowledges that showings may be  
77 conducted by licensees other than Broker, that appraisers and inspectors may conduct appraisals and inspections without being  
78 accompanied by Broker or other licensees, and that buyers or licensees may be present at all inspections and testing and may  
79 photograph or videotape the Assets unless otherwise provided for in additional provisions at lines **xxx-xxx** or in an addendum per lines  
80 **xxx-xxx**.

81 **SELLER'S DISCLOSURE REPORT(S)** Wis. Admin. Code Chapter REEB 24 requires listing brokers to make inquiries of the seller on  
82 the condition of the structure, mechanical systems and other relevant aspects of the property and to request that the Seller provide a  
83 written response to the broker's inquiry. Seller agrees to provide Broker with written disclosure of all defects known to Seller with regard  
84 to the Assets and to complete any and all other disclosure report(s), as may be applicable or required by law. Seller agrees to promptly  
85 amend the report(s) to include any defects (as defined in the report(s)) which Seller learns of after completion of the report(s), but  
86 before acceptance of a buyer's offer to purchase. Seller authorizes Broker to distribute the report(s) to all interested parties and their  
87 agents inquiring about the Assets, and acknowledges that Broker has a duty to disclose all material adverse facts, as required by law.

88 **SELLER REPRESENTATIONS REGARDING DEFECTS** Seller represents to Broker that as of the date of this Listing, Seller has no  
89 knowledge or notice of any defects affecting the Assets other than those noted on seller's disclosure report(s) or other written disclosure  
90 provided to Broker.

91 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR DAMAGES**  
92 **AND COSTS.**

93 **OCCUPANCY** Unless otherwise provided, Seller agrees to give buyer occupancy of the **Real Estate** at time of closing and to have the  
94 **Real Estate** free of all debris and personal property except for personal property belonging to current tenants, sold to buyer or left with  
95 buyer's consent.

96 **LEASED PROPERTY** If any Assets are currently leased to third parties and the lease(s) will extend beyond closing, Seller shall assign  
97 Seller's rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed-upon prorations) thereunder to  
98 buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by tenants.

99 **CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the lease(s) unless**  
100 **released by tenants.**

101 ■ **NOTICE ABOUT SEX OFFENDER REGISTRY:** You may obtain information about the sex offender registry and persons registered  
102 with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov> or by telephone at  
103 (608) 240-5830.

104 ■ **NON-DISCRIMINATION:** Seller and Broker agree that they will not discriminate against any prospective buyer on account  
105 of race, color, sex, sexual orientation as defined in Wis. Stat. § 111.32(13m), disability, religion, national origin, marital status,  
106 lawful source of income, age, ancestry, familial status or in any other unlawful manner.

107 ■ **EXTENSION OF LISTING:** The Listing term is extended for a period of one year as to any Protected Buyer. Upon receipt of a written  
108 request from Seller or a broker who has listed the Assets, Broker agrees to promptly deliver to Seller a written list of those buyers known  
109 by Broker to whom the extension period applies. Should this Listing be terminated by Seller prior to the expiration of the term stated in  
110 this Listing, this Listing shall be extended for Protected Buyers, on the same terms, for one year after the Listing is terminated.

111 ■ **TERMINATION OF LISTING:** Neither Seller nor Broker have the legal right to unilaterally terminate this Listing absent a material  
112 breach of contract by the other Party. Seller understands that the Parties to the Listing are Seller and the Broker (firm). Agents

113 (salespersons) for Broker (firm) do not have the authority to enter into a mutual agreement to terminate the Listing, amend the  
114 commission amount or shorten the term of this Listing, without the written consent of the agent's supervising broker. Seller and Broker  
115 agree that any termination of this Listing by either party before the date stated on line xxx shall be indicated to the other Party in writing  
116 and shall not be effective until delivered to the other Party in accordance with lines xxx-xxx.

117 **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to potentially be liable  
118 for damages.**

119 **EARNEST MONEY** If Broker holds trust funds in connection with the transaction, they shall be retained by Broker in Broker's trust  
120 account. Broker may refuse to hold earnest money or other trust funds. Should Broker hold the earnest money, Broker shall hold and  
121 disburse earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch. REEB 18. If the transaction fails to  
122 close and the earnest money is disbursed to Seller, then upon disbursement to Seller the earnest money shall be paid first to reimburse  
123 Broker for cash advances made by Broker on behalf of Seller and one half of the balance, but not in excess of the agreed commission,  
124 shall be paid to Broker as Broker's full commission in connection with said purchase transaction and the balance shall belong to Seller.  
125 This payment to Broker shall not terminate this Listing.

126 ■ **BROKER DISCLOSURE TO CLIENTS:**

127 **UNDER WISCONSIN LAW, A BROKER OWES CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:**

128 (a) The duty to provide brokerage services to you fairly and honestly.

129 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.

130 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless  
131 disclosure of the information is prohibited by law.

132 (d) The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the information is  
133 prohibited by law (see lines xx-xx).

134 (e) The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential information or the  
135 confidential information of other parties (see lines xx-xx).

136 (f) The duty to safeguard trust funds and other property the broker holds.

137 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and  
138 disadvantages of the proposals.

139 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A BROKER, YOU ARE THE BROKER'S CLIENT. A  
140 BROKER OWES ADDITIONAL DUTIES TO A CLIENT.**

141 (a) The broker will provide, at your request, information and advice on real estate matters that affect your transaction, unless you  
142 release the broker from this duty.

143 (b) The broker must provide you with all material facts affecting the transaction, not just adverse facts.

144 (c) The broker will fulfill the broker's obligations under the agency agreement and fulfill your lawful requests that are within the scope  
145 of the agency agreement.

146 (d) The broker will negotiate for you, unless you release the broker from this duty.

147 (e) The broker will not place the broker's interests ahead of your interests. The broker will not, unless required by law, give information  
148 or advice to other parties who are not the broker's clients, if giving the information or advice is contrary to your interests.

149 If you become involved in a transaction in which another party is also the broker's client (a "multiple representation relationship"),  
150 different duties may apply.

151 ■ **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY:**

152 ■ A multiple representation relationship exists if a broker has an agency agreement with more than one client who is a party in the  
153 same transaction. In a multiple representation relationship, if all of the broker's clients in the transaction consent, the broker may  
154 provide services to the clients through designated agency.

155 ■ Designated agency means that different salespersons employed by the broker will negotiate on behalf of you and the other client or  
156 clients in the transaction, and the broker's duties will remain the same. Each salesperson will provide information, opinions, and advice  
157 to the client for whom the salesperson is negotiating, to assist the client in the negotiations. Each client will be able to receive  
158 information, opinions, and advice that will assist the client, even if the information, opinions, or advice gives the client advantages in the  
159 negotiations over the broker's other clients. A salesperson will not reveal any of your confidential information to another party unless  
160 required to do so by law.

161 ■ If a designated agency relationship is not in effect you may authorize or reject a multiple representation relationship. If you authorize  
162 a multiple representation relationship the broker may provide brokerage services to more than one client in a transaction but neither the  
163 broker nor any of the broker's salespersons may assist any client with information, opinions, and advice which may favor the interests  
164 of one client over any other client. If you do not consent to a multiple representation relationship the broker will not be allowed to provide  
165 brokerage services to more than one client in the transaction.

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171

172 INITIAL ONLY ONE OF THE THREE LINES BELOW:

173 \_\_\_\_\_ I consent to ~~multiple representation relationships with~~ designated agency.

174 \_\_\_\_\_ I consent to multiple representation relationships, but I do not consent to designated agency.

175 \_\_\_\_\_ I reject multiple representation relationships.

176 NOTE: YOU MAY WITHDRAW YOUR CONSENT TO DESIGNATED AGENCY OR TO MULTIPLE REPRESENTATION  
177 RELATIONSHIPS BY WRITTEN NOTICE TO THE BROKER AT ANY TIME. YOUR BROKER IS REQUIRED TO DISCLOSE TO  
178 YOU IN YOUR AGENCY AGREEMENT THE COMMISSION OR FEES THAT YOU MAY OWE TO YOUR BROKER. IF YOU HAVE  
179 ANY QUESTIONS ABOUT THE COMMISSION OR FEES THAT YOU MAY OWE BASED UPON THE TYPE OF AGENCY  
180 RELATIONSHIP YOU SELECT WITH YOUR BROKER YOU SHOULD ASK YOUR BROKER BEFORE SIGNING THE AGENCY  
181 AGREEMENT.

182 ■ **SUBAGENCY:** The broker may, with your authorization in the agency agreement, engage other brokers who assist your broker by  
183 providing brokerage services for your benefit. A subagent will not put the subagent's own interests ahead of your interests.

184 A subagent will not, unless required by law, provide advice or opinions to other parties if doing so is contrary to your interests.

185 PLEASE REVIEW THIS INFORMATION CAREFULLY. A broker or salesperson can answer your questions about brokerage  
186 services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or  
187 home inspector. This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a  
188 plain-language summary of a broker's duties to you under section 452.133(2) of the Wisconsin statutes.

189 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** Broker will keep confidential any information given to broker in confidence, or any  
190 information obtained by broker that he or she knows a reasonable person would want to be kept confidential, unless the information  
191 must be disclosed by law or you authorize the broker to disclose particular information. A broker shall continue to keep the information  
192 confidential after the broker is no longer providing brokerage services to you. The following information is required to be disclosed by  
193 law:

194 1) Material adverse facts, as defined in section 452.01(5g) of the Wisconsin statutes (see lines xx-xx).

195 2) Any facts known by the broker that contradict any information included in a written inspection report on the property or real estate  
196 that is the subject of the transaction.

197 To ensure that the broker is aware of what specific information you consider confidential, you may list that information below (see lines  
198 xx-xx). At a later time, you may also provide the broker with other information you consider to be confidential.

199 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_

200 \_\_\_\_\_

201 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by Broker): \_\_\_\_\_

202 \_\_\_\_\_

203 \_\_\_\_\_

204 **COMMISSION** Broker's commission shall be \_\_\_\_\_% or \_\_\_\_\_  
205 \_\_\_\_\_ whichever is greater.

206 Seller shall pay Broker's commission, which shall be earned if, during the term of this Listing:

207 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Assets;

208 2) Seller grants an option to purchase all or any part of the Assets which is subsequently exercised;

209 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Assets;

210 4) A transaction occurs which causes an effective change of ownership, management or control of all or any part of the Assets from  
211 Seller to a third party, other than in the ordinary course of business;

212 5) A transfer or sale of any stock, shares, membership or partnership interest of the Business Entity occurs which results in an effective  
213 change of ownership, management or control of the Business;

214 6) A buyer is Procured for the Assets by Broker, by Seller, or by any other person, at no less than the price and on substantially the  
215 terms set forth in this Listing and the standard provisions of the current **WB-16 OFFER TO PURCHASE - BUSINESS WITH REAL**  
216 **ESTATE (if real property is included in the list price) or WB-17 OFFER TO PURCHASE - BUSINESS WITHOUT REAL ESTATE,**  
217 which is/are incorporated by reference into this Listing, even if Seller does not accept this buyer's offer.

218 7) Seller enters into a management contract involving all or any part of the Assets during the term of this Listing.

219 A percentage commission, if applicable, shall be calculated based on the purchase price if commission is earned under 1), 2), 4) or 5)  
220 above, or calculated based on the list price under 3) (if an exchange of all Assets), 6) or 7). A percentage commission shall be  
221 calculated on the fair market value of the Assets exchanged under 3) if the exchange does not involve all Assets. "Purchase price" shall  
222 include all consideration received by Seller including, but not limited to, buyer assumptions of debt, any Seller provided financing, and  
223 shall additionally include all consideration received by other selling or transferring parties, as the case may be. Once earned, Broker's  
224 commission is due and payable in full at the earlier of closing or the date set for closing, unless otherwise agreed in writing. Broker's  
225 commission shall be earned if, during the term of the Listing, one owner of the Assets sells, conveys, exchanges or options an interest  
226 in all or any part of the Assets to another owner, except by divorce judgment.

227 NOTE: A sale, option, exchange or Procurement of a buyer for a portion of the Assets does not terminate the Listing as to  
228 any remaining Assets.

229 ■ **COMPENSATION TO OTHERS:** Broker offers the following commission to cooperating brokers: \_\_\_\_\_

230 \_\_\_\_\_ (Exceptions if any): \_\_\_\_\_.

231 NOTICE: Broker has the authority under section 779.32 of the Wisconsin Statutes to file a broker lien for commissions or  
232 compensation earned but not paid when due against the commercial real estate, or the interest in the commercial real estate,  
233 if any, that is the subject of this Listing. "Commercial real estate" includes all real estate except (a) real property containing  
234 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not contain any buildings or  
235 structures, and (c) real property that is zoned for agricultural purposes.

236 ■ DEFINITIONS:

237 **ADVERSE FACT:** A "Adverse fact" means any of the following:

238 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:

- 239 1) Significantly and adversely affecting the value of the property;
- 240 2) Significantly reducing the structural integrity of improvements to real estate; or
- 241 3) Presenting a significant health risk to occupants of the property.

242 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a  
243 contract or agreement made concerning the transaction.

244 **BUSINESS PERSONAL PROPERTY:** "Business Personal Property" is defined as all tangible and intangible personal property and  
245 rights in personal property owned by Seller and used in the Business, including, but not limited to, furniture, trade fixtures and  
246 equipment, tools used in business, telephone numbers and listings if transferable, customer lists, trade names, intellectual property,  
247 Internet domain names, digital media, digital marketing, databases, business records, supplies, leases, advance lease deposits,  
248 customer deposits, signs, all other personal property used in the Business, and if transferable, all permits, special licenses and  
249 franchises, except those assets disposed of in the ordinary course of business or as permitted by the offer.

250 **CAUTION: Identify on lines 30-33 Business Personal Property not included in the list price or not exclusively owned by  
251 Seller, such as licensed or rented personal property, tenants' personal property and tenants' trade fixtures.**

252 **DEADLINES – DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the event  
253 occurred and by counting subsequent calendar days.

254 **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or buildings so as to be  
255 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the  
256 premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited to, all: garden  
257 bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse  
258 rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and treatment systems; sump  
259 pumps; attached or fitted floor coverings; awnings; attached antennas, garage door openers and remote controls; installed security  
260 systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans;  
261 fences; storage buildings on permanent foundations and docks/piers on permanent foundations. A Fixture does not include trade  
262 fixtures owned by tenants of the Real Estate.

263 **CAUTION: Identify on lines 30-33 Fixtures not included in the list price or not exclusively owned by Seller, such as rented  
264 Fixtures.**

265 **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such significance, or that  
266 is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect the  
267 party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's decision about the  
268 terms of such a contract or agreement.

269 **PERSON ACTING ON BEHALF OF BUYER:** In this Agreement "Person Acting on Behalf of Buyer" shall mean any person joined  
270 in interest with buyer, or otherwise acting on behalf of buyer, including but not limited to buyer's immediate family, agents, servants,  
271 employees, directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all  
272 corporations, partnerships, limited liability companies, trusts or other entities created or controlled by, affiliated with or owned by buyer,  
273 in whole or in part whether created before or after expiration of this Listing.

274 **PROCURE:** A buyer is procured when during the term of the Listing, an enforceable contract of sale is entered into between the Seller  
275 and the buyer or when a ready, willing and able buyer submits to the Seller or the Listing Broker a written offer at the price and on  
276 substantially the terms specified in this Listing. A buyer is ready, willing and able when the buyer submitting the written offer has the  
277 ability to complete the buyer's obligations under the written offer. See lines xx-xx.

278 **PROTECTED BUYER:** "Protected buyer" means a buyer who personally, or through any Person Acting on Behalf of Buyer, during  
279 the term of this Listing: 1) delivers to Seller or Broker a written offer to purchase, exchange or option on the Assets; 2) negotiates  
280 directly with Seller by discussing with Seller the potential terms upon which buyer might acquire an interest in the Assets; or 3) attends  
281 an individual showing of the Assets or discusses with Broker or cooperating brokers the potential terms upon which buyer might acquire  
282 an interest in the Assets, but only if Broker delivers the buyer's name to Seller, in writing, no later than three days after the expiration of  
283 the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows: a) If the Listing is effective  
284 only as to certain individuals who are identified in the Listing, by the identification of the individuals in the Listing; or b) if a buyer has  
285 requested that the buyer's identity remain confidential, by delivery of a written notice identifying the broker with whom the buyer  
286 negotiated and the date(s) of any showings or other negotiations. A Protected Buyer also includes any Person Acting on Behalf of  
287 Buyer joined in interest with or otherwise acting on behalf of a Protected Buyer, who acquires an interest in the Assets during the  
288 extension of listing period as noted on lines xx to xx.

291 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of documents and written  
292 notices to a Party shall be effective only when accomplished by one of the methods specified at lines xx-xx.

293 (1) **Personal Delivery**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line xx or xx.

294 Seller's recipient for delivery (optional): \_\_\_\_\_

295 Broker's recipient for delivery (optional): \_\_\_\_\_

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

297 Seller: (\_\_\_\_\_) \_\_\_\_\_ Broker: (\_\_\_\_\_) \_\_\_\_\_

298  (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a commercial  
299 delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line xx or xx, for delivery to the Party's  
300 delivery address at line xx or xx.

301  (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the  
302 Party's recipient for delivery if named at line xx or xx, for delivery to the Party's delivery address at line xx or xx.

303 Delivery address for Seller: \_\_\_\_\_

304 Delivery address for Broker: \_\_\_\_\_

305  (5) **E-Mail**: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line xx or xx.  
306 If this is a consumer transaction where the property being leased or purchased or the proceeds are used primarily for personal, family  
307 or household purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic  
308 documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

309 E-Mail address for Seller: \_\_\_\_\_

310 E-Mail address for Broker: \_\_\_\_\_

311 **ADDITIONAL PROVISIONS** \_\_\_\_\_

312 \_\_\_\_\_

313 \_\_\_\_\_

314 \_\_\_\_\_

315 **ADDENDA** The attached \_\_\_\_\_ is/are made part of this Listing.

316 ■ **TERM OF THE CONTRACT**: From the \_\_\_\_\_ day of \_\_\_\_\_,  
317 up to and including midnight of the \_\_\_\_\_ day of \_\_\_\_\_.

318 ■ **READING/RECEIPT: IF SIGNED, THIS LISTING CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BY SIGNING**  
319 **BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND THAT HE/SHE HAS READ ALL**  
320 **XXX PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS INCORPORATED INTO THE LISTING.**

321 All persons signing below on behalf of a Seller Entity represent that they have proper legal authority to sign for and bind the Entity.

322 Seller Entity Name (if any): \_\_\_\_\_

323 (x) \_\_\_\_\_  
324 Authorized Signature ▲ Print Name & Title Here ► Date ▲

325 (x) \_\_\_\_\_  
326 Individual Seller's Signature ▲ Print Name Here ► Date ▲

327 \_\_\_\_\_  
328 x) \_\_\_\_\_  
329 Authorized Signature ▲ Print Name & Title Here ► Date ▲

330 (x) \_\_\_\_\_  
331 Individual Seller's Signature ▲ Print Name Here ► Date ▲

332 Seller Entity Name (if any): \_\_\_\_\_

333 (x) \_\_\_\_\_  
334 Authorized Signature ▲ Print Name & Title Here ► Date ▲

335 (x) \_\_\_\_\_  
336 Individual Seller's Signature ▲ Print Name Here ► Date ▲

337 \_\_\_\_\_  
338 (x) \_\_\_\_\_  
339 Authorized Signature ▲ Print Name & Title Here ► Date ▲

340 (x) \_\_\_\_\_  
341 Individual Seller's Signature ▲ Print Name Here ► Date ▲

342 (x) \_\_\_\_\_  
343 Agent for Broker ▲ Print Name Here: ► Broker/Firm Name ▲ Date ▲



◆ General Provisions: The draft proposes to shorten this so that it becomes introductory language identifying the buyer but it does not include a description of the business in General Provisions because that already appears in the immediately preceding lines. The line for the Buyer's name was lengthened.

The Buyer, \_\_\_\_\_, offers to purchase the Assets of the Business on the following terms:

◆ Earnest Money: The draft leaves the Purchase Price lines as is and proposes to modify the Earnest Money language so that it matches the WB-15 commercial offer. The blank lines for money amounts and the deadline (so it may be expressed as business days) were lengthened a bit – more may be needed but the blank line at the end of the provision will have to be shortened to accommodate this.

EARNEST MONEY of \$ \_\_\_\_\_ accompanies this Offer and earnest money of \$ \_\_\_\_\_ will be ~~mailed, or commercially or personally delivered~~paid within \_\_\_\_\_ days of acceptance ~~to listing broker or~~

~~■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below. -The balance of purchase price will be paid in cash or equivalent at closing unless otherwise provided below.~~

◆ Real Property Included in Purchase Price. Additional Property Included in Purchase Price: The draft proposes to delete these sections from the current WB-16 and replace them with sections like those in the WB-6 as far as the property descriptions and associated definitions (Assets, Real Estate) used to indicate what is included in the purchase price.

~~■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price (unless excluded at lines xx-xx) the Assets of the Business including all goodwill, stock-in-trade, trade fixtures, accounts receivable, cash, all Business Personal Property, the interest in Real Estate (if included on lines xx-xx), Fixtures (if interest in Real Estate is included), and the following additional property~~

~~STRIKE AND COMPLETE~~

~~AS APPLICABLE (hereinafter collectively the "Assets").~~

~~Seller shall convey Business Personal Property and any other personal property by Bill of Sale or~~

~~\_\_\_\_\_ free and clear of all liens and encumbrances except~~

~~■ INTEREST IN REAL ESTATE [CHECK BOX ON LINE XX OR XX, AS APPROPRIATE]:~~

~~NO INTEREST IN REAL ESTATE INCLUDED IN PURCHASE PRICE~~

~~DESCRIPTION OF INTEREST IN REAL ESTATE INCLUDED IN PURCHASE PRICE:~~

~~Street address is:~~

~~in the \_\_\_\_\_ of \_\_\_\_\_, County of~~

~~\_\_\_\_\_, Wisconsin (the "Real Estate").~~

~~The Real Estate is owned by: \_\_\_\_\_.~~

~~The Real Estate is leased to: \_\_\_\_\_ (see lines xxx-xxx).~~

~~The interest in the Real Estate included in the purchase price is:  ownership  leasehold  assignment of existing lease  other: \_\_\_\_\_.~~

~~Insert any additional description, including further description of the type of interest in the Real Estate that is included in purchase price, at lines xxx-xxx or attach as an addendum per line xxx.~~

Also the language below, which appears under the ITEMS NOT INCLUDED IN THE PURCHASE PRICE section in the existing WB-16, has been moved. This language now comes at the end of the INCLUDED IN PURCHASE PRICE section, immediately before the INTEREST IN REAL ESTATE section. The business practitioners indicated that the type of information that might be inserted here may relate to whether items are working, have reasonable or unreasonable wear, are merchantable, involve pre-pays, or gift cards, etc.:

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If stock-in-trade or accounts receivable are purchased, the purchase price shall be based on the following terms and costs:

(a) Stock-in-Trade \_\_\_\_\_

(b) Accounts Receivable \_\_\_\_\_

◆ **Items Not Included in the Purchase Price:** The language pertaining to this section has been modified in the draft to change the heading and incorporate elements of the WB-6 business listing draft and the WB-15 commercial offer.

**NOT INCLUDED IN THE PURCHASE PRICE:**

**CAUTION: Identify Fixtures, trade fixtures and Business Personal Property to be excluded by Seller or which are rented and will continue to be owned by the lessor (see lines xxx-xxx and xxx-xxx).**

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

◆ **Acceptance and Binding Acceptance:** the current WB-16 does not have an acceptance section on the first page ("acceptance" is in the definitions section), but it does have a binding acceptance provision. The draft inserts both acceptance and binding acceptance provisions (and the optional provisions explanation lines as well) from the WB-15 Commercial Offer.

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

**CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

**BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before \_\_\_\_\_. Seller may keep the Assets on the market and accept secondary offers after binding acceptance of this Offer.

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

**OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (  ) ARE PART OF THIS OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

◆ **Delivery of Documents and Written Notices:** the draft takes the section that was placed in the WB-6 business listing and incorporates it here, with modifications for placement in an offer, as follows:

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

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

Seller's recipient for delivery (optional): \_\_\_\_\_

Buyer's recipient for delivery (optional): \_\_\_\_\_

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

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

(3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line xx or xx, for delivery to the Party's delivery address at line xx or xx.

(4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the

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Party, or to the Party's recipient for delivery if named at line xx or xx, for delivery to the Party's delivery address at line xx or xx.

Delivery address for Seller: \_\_\_\_\_

Delivery address for Buyer: \_\_\_\_\_

(5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line xx or xx. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

E-Mail address for Seller: \_\_\_\_\_

E-Mail address for Buyer: \_\_\_\_\_

◆ Personal Delivery/Actual Receipt: this section has been copied from the WB-15 commercial offer and placed immediately following the Delivery section:

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

◆ Transfer of Legal Possession: below is the section that appears in the current business offer. The second sentence is covered in the draft in the Included in Purchase Price section.

**TRANSFER OF LEGAL POSSESSION** Legal possession of the Business and all included property shall be delivered to Buyer at the time of closing. Business personal property included in purchase price will be transferred by bill of sale or \_\_\_\_\_.

**NOTE: If real property is being leased see lines 134 - 144.**

The WRA Forms Committee recommends that the first sentence be moved into the Closing section (see below), that the second sentence be eliminated because it duplicates language in the INCLUDED IN PURCHASE PRICE section, and that the reference to the Leased Property section appear in the INTEREST IN REAL ESTATE section on the first page of the draft, at the end of the line stating "The Real Estate is leased to ..." It now says "(see lines xxx-xxx)." We may come back to considering whether that Leased Property section might best be moved, but that may have to wait until we are further into this offer. These recommendations appear in the drafts.

◆ Place of Closing: in the draft this language is modified to conform to the verbiage in the WB-15 commercial offer (and the other offers) and to add a sentence to this section that says: "Legal possession of the Business Assets shall be delivered to Buyer at the time of closing."

**PLACE OF CLOSING** Legal possession of the Assets shall be delivered to Buyer at the time of closing. This transaction is to be closed at the place designated by Buyer's lender or \_\_\_\_\_ no later than \_\_\_\_\_, \_\_\_\_\_ at the place selected by Seller, unless otherwise agreed by the Parties unless another date or place is agreed to in writing.

◆ Closing Prorations: the section from the WB-15 has been inserted in place of the language now in the current WB-16, with the addition of personal property taxes. The provision for personal property taxes is from the WB-16/WB-17.

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

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

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing. Personal property taxes shall be prorated based on (the taxes for the current year, if known, otherwise on the taxes for the preceding year) ( ) ~~STRIKE AND COMPLETE AS APPLICABLE~~

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

- The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)
- Current assessment times current mill rate (current means as of the date of closing)
- Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing)
- 

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

- Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on 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 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

◆ **Business and Property Condition Provisions:** In the draft the REPRESENTATIONS REGARDING BUSINESS, INCLUDED PROPERTY AND THE TRANSACTION subsection was first modified to make it similar to the WB-15 commercial offer, and then additional changes were made as discussed below.

In the existing WB-16 there is a definition for “conditions affecting the Business, included property or the transaction.” Other than the fact that we would use initial caps as is done in the other revised forms for defined terms, what exactly is the best name for this term (we will come to the interesting task of crafting this definition a bit later on)? The draft uses “Conditions Affecting the Business, Assets or Transaction” which can certainly be changed. Accordingly, the first portion of this provision has been modified in the draft as highlighted in yellow:

- REPRESENTATIONS REGARDING ~~THE BUSINESS, INCLUDED PROPERTY ASSETS AND THE TRANSACTION:~~ Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of ~~C~~onditions ~~A~~affecting the ~~Business, included real or personal property Assets or the T~~ransaction (as defined at lines 253-xxx to 302xxx) other than those identified in Seller's disclosure report dated \_\_\_\_\_ and Real Estate Condition Report, if applicable, dated \_\_\_\_\_, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this offer by reference ~~COMPLETE DATES OR STRIKE AS APPLICABLE~~ and \_\_\_\_\_

[INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)].

CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.

The business practitioners on the WRA Committee suggest that this section be restructured to have a list of check boxes for the various kinds of disclosure reports that may be involved, similar to what we have in the WB-15 commercial offer. The drafts reflect the following:

- REPRESENTATIONS REGARDING ~~THE BUSINESS, INCLUDED PROPERTY ASSETS AND THE TRANSACTION:~~ Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of ~~C~~onditions ~~A~~affecting the Business, ~~included real or personal property Assets~~ or ~~the T~~ransaction

(as defined at lines ~~253-xxx~~ to ~~302-xxx~~) other than those identified in Seller's disclosure report(s) CHECK

AND INSERT DATES AS APPLICABLE :

- Seller disclosure report (commercial or business real estate) dated \_\_\_\_\_
- Real Estate Condition Report (1-4 dwelling units) dated \_\_\_\_\_ and Real Estate Condition Report, if applicable, Vacant Land Disclosure Report (no buildings) dated \_\_\_\_\_
- Business disclosure report(s) dated \_\_\_\_\_
- Other: \_\_\_\_\_ (specify) dated \_\_\_\_\_

which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this Offer by reference ~~COMPLETE DATES OR STRIKE AS APPLICABLE~~ and \_\_\_\_\_

INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).

**CAUTION: If Assets include 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. § 709.03 may be required. If Assets include Real Estate without any buildings, a Vacant Land Disclosure Report containing the disclosures provided in Wis. Stat. § 709.033 may be required. Buyer may have rescission rights per Wis. Stat. § 709.05. A commercial or business disclosure report for commercial/business Real Estate may be used as well as business disclosure report(s) regarding Assets other than real estate. More than one report may be used.**

◆ **Business Operation:** In the draft the BUSINESS OPERATION subsection has been left as is in the existing business offer. It is an important statement. Is there any reason to change or add to this?

◆ **Property Damage Between Acceptance and Closing:** In the draft the PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING subsection is modified where appropriate to reflect the wording used in the WB-15 and the other offers and WB-16 terminology. The term Assets is used.

■ **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain ~~all real and business personal property included in this Offer~~ the Assets until the earlier of closing or occupancy ~~by of~~ Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. -If, prior to the earlier of closing or occupancy by Buyer, the ~~included real or business personal property is~~ Assets are damaged in an amount of not more than five per cent (5%) of the purchase price, Seller shall be obligated to ~~restore-repair~~ the damaged property and restore it to the same condition that is was in on the day of this Offer. No later than closing. Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. -If Seller is unable to restore the damaged property, Seller shall promptly notify Buyer in writing and this Offer may be canceled at the option of the Buyer. -If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at the option of Buyer. -Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to any insurance proceeds relating to the damaged property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, ~~the any~~ insurance proceeds shall be held in trust for the sole purpose of restoring the PropertyAssets.

◆ **Inspections:** For the INSPECTIONS subsection, the draft takes the INSPECTIONS AND TESTING provision from the WB-15, substitutes it in place of the existing WB-16 INSPECTIONS provision and attempts to make appropriate language modifications (Assets in place of Property), as shown below:

INSPECTIONS AND TESTING Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Assets which does not include an appraisal or testing of the Assets, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Assets and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Assets upon advance notice, if necessary to satisfy the contingencies in this

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Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Assets.

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

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

◆ **Pre-Closing Inspection:** For the PRE-CLOSING INSPECTION subsection, this has been changed in the draft to match the similar section in the WB-15 Commercial Offer:

**BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, **as agreed by the Parties**, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the **Property Assets** to determine that there has been no significant change in the condition of the **Property Assets**, except for ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

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Also the business practitioners indicated that this is important but can be very tricky if the situation involves walking through an ongoing business with employees at work, etc. There may be confidentiality concerns, for instance. Accordingly, this provision was further qualified "**as agreed by the Parties**" as shown above and in the draft.

◆ **Property Improvement, Development or Change of Use:** Below is the PROPERTY IMPROVEMENT, DEVELOPMENT OR CHANGE OF USE subsection from the existing WB-16, with a few terminology changes and other small modifications. The WRA Forms Committee felt comfortable, at least for the time being, in retaining this provision and additionally including Proposed Use Contingencies from the WB-15 despite some overlap – these transactions are so complex that additional reminders are often welcome to the business practitioners. The terminology has been modified to refer to Assets.

■ **PROPERTY IMPROVEMENT, DEVELOPMENT OR CHANGE OF USE:** If Buyer contemplates improving, developing or changing the use of the **Business or real property Assets sold by this Offer**, Buyer may need to address municipal **ordinances** and zoning **ordinances**, recorded building and use restrictions, **or** covenants and easements which may prohibit some improvements or uses. The need for **licenses**, building permits, zoning variances, environmental audits, etc. may need to be investigated to determine feasibility of improvements, development or use changes for the **Business or real property sold by this Offer Assets**. Contingencies for investigation of these issues may be added to this Offer. See lines **469-xxx -472-xxx or 449xxx**. If plant closings or mass layoffs will occur as a result of this Offer the Parties should review federal and state plant closing laws.

◆ **Property Dimensions and Surveys:** Below is the PROPERTY DIMENSIONS AND SURVEYS section that appears in the draft. The provision from the existing WB-16 has been modified to match the like provision from the WB-15 commercial offer.

■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer **and Seller** acknowledges that any **real property land**, building or room dimensions, or total acreage or building square footage figures, provided to Buyer **or by Seller or by a broker**, may be approximate because of rounding, **formulas used** or other reasons, unless verified by survey or other means. **Buyer and Seller also acknowledge that there are various formulas used to calculate total square footage of buildings and that total square footage figures will vary dependent upon the formula used.**

**CAUTION: Buyer and Seller should verify total square footage formula or acreage figures and real property land, building or room dimensions, and total acreage or square footage figures, if these figures are material to Buyer's decision to purchase.**

◆ Default: Below is the DEFAULT section from the existing WB-16, showing the sole modification needed to make it read like the corresponding section from the WB-15.

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

If Buyer defaults, Seller may:

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

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If Seller defaults, Buyer may:

- (1) sue for specific performance; or
  - (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.
- In addition, the Parties may seek any other remedies available in law or equity.

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

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

◆ Entire Agreement: Below is the ENTIRE AGREEMENT section as it exists in the WB-16, with the suggested modifications to make it match this provision as it appears in other offers, as shown below and in the draft. The section title was changed to Entire Contract because that is what this provision is called in the other updated offers, and the note was removed because a similar caution appears directly below the form title on page 1 of the WB-16 drafts.

**ENTIRE AGREEMENT CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest. ~~Note: Consult appropriate advisors for tax, license or other questions.~~

◆ Environmental Evaluation/Inspection Contingency: the provision in the existing WB-16 is a combination environmental evaluation – inspection check-box contingency where one or both may be selected. It is being replaced in the draft with a separate Environmental Evaluation Contingency and the separate Inspection Contingency like those found in the WB-15.

The following is inserted in the draft in place of the existing combination Environmental Evaluation/Inspection Contingency. Is the terminology used below (use of Assets in place of Property, etc.) appropriate?

**ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the ~~Property Assets~~ (see lines ~~288xxx-302xxx~~), at (Buyer's) (Seller's) expense ~~STRIKE ONE~~ ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines ~~223xxx-225xxx~~)

is defined to also include a material violation of environmental laws, a material contingent liability affecting the ~~Property-Assets~~ arising under any environmental laws, the presence of an underground storage tank(s) or material levels of hazardous substances either on the ~~Property-Assets~~ or presenting a significant risk of contaminating the ~~Property-Assets~~ due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

■ CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

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

■ RIGHT TO CURE: Seller (shall) (shall not) ~~STRIKE ONE~~ (“shall” if neither is stricken) have a right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer’s delivery of the Notice of Defects stating Seller’s election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

The Inspection Contingency shown below was placed near the end of the WB-16 draft in keeping with the sequence of provisions in the other updated offer forms.

INSPECTION CONTINGENCY: This contingency only authorizes inspections, not testing (see lines ~~437xxx-449xxx~~). This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the ~~Property-Assets~~ which discloses no Defects. This Offer is further contingent upon a qualified independent inspector or qualified independent third party performing an inspection of \_\_\_\_\_

\_\_\_\_\_ (list any ~~Property~~ feature(s) to be separately inspected, e.g., dumpsite, etc. - **NOTE:WORKING ON COMING UP WITH PERTINENT EXAMPLES FROM BUSINESS PRACTITIONERS**) which discloses no Defects. Buyer shall order the inspection (s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line ~~461xxx~~. Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

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

For the purpose of this contingency, Defects (see lines ~~223xxx-225xxx~~) do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

■ CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer objects (Notice of Defects).

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

■ RIGHT TO CURE: Seller (shall)(shall not) ~~STRIKE ONE~~ (“shall” if neither is stricken) have a right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer’s delivery of the Notice of Defects stating Seller’s election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a

right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

The business practitioners working with the WRA Forms Committee will work on some examples of features that might be inspected separately.

◆ **Leased Property:** [going back to the next provision appearing after the Environmental Evaluation Contingency] Below is the LEASED PROPERTY section from the existing WB-16, modified to include some WB-15 language and for the terminology used in the revisions:

**LEASED PROPERTY** For ~~If~~ any Real ~~Property Estate included in the purchase price which~~ is currently leased and ~~if~~ lease(s) extend beyond closing, Seller shall assign Seller's rights under the lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are

- If the real property occupied by the Business is owned by Seller, but not sold by this Offer, Seller: ~~CHECK ONE~~  
 agrees to lease the ~~R~~real ~~property Estate~~ to Buyer on the following terms: \_\_\_\_\_  
 agrees to lease the ~~R~~real ~~property Estate to Buyer~~ according to the terms of the lease made a part of this agreement per line ~~449xxx~~.
- ◆ If the real property occupied by the Business is owned by a third party and is currently leased to Seller, then ~~CHECK ONE~~  
 Seller agrees to assign its interest in the ~~L~~ease ~~for the Real Estate~~ to Buyer, if assignable. (See lines ~~434xxx-437xxx~~.)  
 Buyer will not accept an assignment of Seller's interest in the ~~L~~ease.

The lines being referred to would be on page 1 in the section regarding the interest in Real Estate and leases and lease assignments, for instance, lines 36-40 of the "plain" draft.

◆ **Adding Proposed Use Contingencies:** Below is the provision from the WB-15 commercial offer, with some preliminary potential modifications. This has been inserted into the draft immediately following the Leased Property provision.

**PROPOSED USE CONTINGENCIES:** Buyer is purchasing the ~~Property Assets~~ for the purpose of: \_\_\_\_\_

\_\_\_\_\_ [insert proposed use and type and size of ~~building~~the Assets or Business, if applicable; e.g., restaurant and tavern business with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines ~~423xxx-439xxx~~ shall be deemed satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines ~~423xxx-439xxx~~ written notice specifying those items which cannot be satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines ~~423xxx-439xxx~~.

**EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within \_\_\_\_\_ days of acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions affecting the ~~Property Assets~~ and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines ~~416xxx~~ to ~~418xxx~~.

**APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, all applicable governmental permits, approvals and

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licenses, as necessary and appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use: \_\_\_\_\_

\_\_\_\_\_ or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the cost of Buyer's proposed use, all within \_\_\_\_\_ days of acceptance of this Offer.

**ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, within \_\_\_\_\_ days of acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the **Property-Assets** from public roads.

**LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, a  rezoning;  conditional use permit;  license;  variance;  building permit;  occupancy permit;  other \_\_\_\_\_

\_\_\_\_\_ **CHECK ALL THAT APPLY**, for the **Property-Assets** for its proposed use described at lines ~~116-xxx-118-xxx~~ or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the cost of Buyer's proposed use, all within \_\_\_\_\_ days of acceptance.

◆ **Document Review/Receipt Contingency:** The contingency below is from the existing WB-16. It has been modified to break it into two subsections, one for documents obtained by the buyer and one for documents delivered by the seller. It is structured so that a different number of days can be inserted when setting the deadlines for the buyer obtaining or the seller delivering the specified documentation. Each subsection has its own satisfaction/termination language. This proposal appears in the drafts.

**DOCUMENT REVIEW/RECEIPT CONTINGENCY**

■ **BUYER OBTAINING DOCUMENTS.** This Offer is contingent upon Buyer, at Buyer's expense, being able to obtain the following within the number of days of acceptance specified in each item checked below (consider addressing licenses, permits, etc.):

- \_\_\_\_\_ (\_\_\_ days).
- \_\_\_\_\_ (\_\_\_ days).
- \_\_\_\_\_ (\_\_\_ days).

This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of the earlier of: 1) receipt of the final document to be obtained by Buyer or 2) the latter of the deadlines for Buyer obtaining the documents, delivers to Seller a written notice indicating that this contingency has not been satisfied. The notice shall identify which document(s) (a) cannot be timely obtained and why they cannot be obtained, or (b) do not meet the standard set forth for the document(s).

■ **BUYER TERMINATION RIGHTS:** If Buyer cannot obtain any document by the stated deadline: Buyer may terminate this Offer if Buyer delivers a written notice of termination to Seller.

■ **SELLER DELIVERING DOCUMENTS.** This Offer is contingent upon Seller delivering the following documents to Buyer within the number of days of acceptance specified in each item checked below:

- Documents showing the sale of the ~~Business and included real estate~~**Assets** has been properly authorized, if Seller is a business entity (\_\_\_ days).
- A **complete** inventory of all included Business Personal Property which shall be consistent with all prior representations (\_\_\_ days).
- Uniform Commercial Code lien search as to the Business Personal Property included in the purchase price, showing the Business Personal Property to be free and clear of all liens, other than liens to be released prior to or from the proceeds of closing (\_\_\_ days).
- Copies of all leases affecting the ~~Business or business personal property~~**Assets**, which shall be consistent with all prior representations (\_\_\_ days).
- Estimated principal balance of accounts receivable and payable which shall be consistent with all prior representations (\_\_\_ days).

- Copy of profit and loss statements, balance sheets, business books and records, and income tax returns for the following years \_\_\_\_\_ which shall be consistent with all prior representations (\_\_\_ days).
- Copies of all current licenses held by Business which indicate that Business holds all licenses required for current operations (\_\_\_ days).
- Copies of franchise agreements, if any, which shall be consistent with all prior representations (\_\_\_ days).
- Any agreements restricting Seller from competing with Buyer after closing which shall be consistent with all prior representations (\_\_\_ days).
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_

This ~~document review/receipt~~-contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of the earlier of: 1) Buyer's receipt of the final document to be ~~obtained~~/delivered by Seller; or 2) the latter of the deadlines for ~~obtaining or Seller's~~ delivery of the documents, delivers to Seller a written notice indicating that this contingency has not been satisfied. The notice shall identify which document(s): (a) have not been timely ~~obtained~~/delivered; or (b) do not meet the standard set forth for the document(s).

**BUYER TERMINATION RIGHTS: If Seller does not make timely delivery of any document by the stated deadline: Buyer may terminate this Offer if Buyer delivers a written notice of termination to Seller prior to Buyer's Actual Receipt of the document(s) identified in Buyer's written notice as not having been timely received.**

Buyer shall keep all information reviewed confidential until closing. If this Offer does not close Buyer shall promptly return all documents received from Seller.

Food for thought and for ideas: this is the Document Review contingency from the WB-15. Is there anything here that might be helpful to add?

- DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within \_\_\_\_\_ days of acceptance: CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE
- Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
  - A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with representations made prior to and in this Offer.
  - Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear of all liens, other than liens to be released prior to or at closing.
  - Rent roll.
  - Other \_\_\_\_\_

Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment notices.

All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of the earlier of receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

◆ **Sales Tax:** The provision below is from the existing WB-16 and the information following it is from the Department of Revenue website.

⇒ **Is the process outlined in the provision current. Is the term "inactivate" and/or "cancel" the current language to use instead of or in addition to "surrender"? Any other language changes indicated? Or is all or part of the provision unnecessary?**

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Sales tax, if any, shall be paid by Seller. Seller agrees to **inactivate or cancel and** surrender Seller's sales permit in a timely manner. In compliance with **Wis. Stat. § 77.52(18), Wis. Stats.**, Seller agrees to escrow the sum of \$ \_\_\_\_\_ out of the purchase price to be held by \_\_\_\_\_ and to be released to Seller when Seller provides the escrow agent with a receipt from the Department of Revenue that any sales tax due and owing has been paid, or a certificate that no amount is due.

**1. Should I notify the Wisconsin Department of Revenue if I close my business?**

Yes. When you (1) close your business, (2) no longer have a sales tax liability, or (3) need a new Wisconsin sales tax number as the result of a change in business entity, you must notify the department using one of the following methods:

- o Complete the *Request to Close Account in My Tax Account*
- o Email [DORSalesandUse@revenue.wi.gov](mailto:DORSalesandUse@revenue.wi.gov)
- o Call (608) 266-2776

Be sure to provide the last date of sales, your account number, location(s) of your business, and federal employer identification number. Your account will be closed based on the information provided.

**Note:** You must file a final sales tax return **within 30 days** of the account cease date.

**2. When is selling a Business or Business Assets subject to sales tax?**

The sale of business assets consisting of tangible personal property is subject to sales tax if you hold or are required to hold a seller's permit at the time of sale, except that the sale is exempt if both of the following conditions are met:

- o The sale is of personal property (other than inventory held for sale) previously used by the seller to conduct its trade or business at a location, and
- o The sale occurs after the seller ceased operating the business at that location.

A sale meeting the above two conditions is exempt from sales and use taxes even though the seller holds a seller's permit for one or more *other* locations.

The sale of business or business assets which are subject to tax include:

- o Selling surplus assets of a continuing business.
- o Sales of motor vehicles, boats, snowmobiles, mobile homes not exceeding 45 feet in length, trailers, semi-trailers, all-terrain vehicles, or aircraft.

For additional information see [sec. Tax 11.34, Wis. Adm. Code](#)

**FOR MORE INFORMATION PLEASE CONTACT:**

WISCONSIN DEPARTMENT OF REVENUE, Customer Service Bureau, PO Box 8949, Madison, WI 53708-8949; Phone: (608) 261-6261; Fax: (608) 267-1030; [Email Additional Questions](#)

**Inactivate your Account**

Please submit the following information:

- The current name on your account
- Your tax account number
- The date you want the inactivation to take effect (this should be the last day you are making sales)
- Return your permit to us

You may submit a request to inactivate an account in *My Tax Account*.

⇒ We also received the information from a State and Local Tax Expert from Grant Thornton who said that this falls under Occasional Sales. He said: The sale of business assets “would qualify as exempt under the WI occasional sale rule as long as 100% of the assets formerly used to do business at that location were sold at the same time. It doesn’t make a difference whether the seller holds a WI seller’s permit or not. Any registered vehicles would not qualify for this exemption.”

**THIS IS A MYSTERY THAT HAS NOT YET BEEN SOLVED!!!**

◆ **Real Property Title – Conveyance of Title:** The provision below is from the existing WB-16 with some modifications to make it match the WB-15 language.

**REAL PROPERTY TITLE EVIDENCE**

■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey ~~the any interest in~~ Real property Estate to be conveyed by Seller by warranty deed ~~(trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein)~~ free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes levied in the year of closing and \_\_\_\_\_ (provided none of the foregoing prohibit present use of the real property), which constitutes merchantable title for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance. WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to ~~Property~~ the Assets or a use other than the current use.

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Note that “present uses of the Property in violation of the foregoing disclosed in Seller’s disclosure report, and Real Estate Condition Report, if applicable,” is part of the WB-15 language in the definition of merchantable title as a type of lien or encumbrance that is permitted as part of merchantable title. This language is also included in the residential, vacant land, condo and farm offers. This has caused a fair amount of confusion so was not included in the provision above. The purpose of that language was intended to be to except an illegal use, for example, an illegal bedroom in the attic, from the seller’s title warranty. The phraseology was meant to indicate that if an illegal bedroom in violation of building code, a duplex zoned as single family, or a fence in violation of subdivision covenants, had been disclosed in the seller’s disclosure report that the item would also become an exception to merchantable title in the offer and in the deed. See the discussion at [https://www.wra.org/News/WREM/2005/January/Disclosures\\_and\\_Exclusions\\_to\\_Warranties\\_of\\_Title/](https://www.wra.org/News/WREM/2005/January/Disclosures_and_Exclusions_to_Warranties_of_Title/)

⇒ **So the question is whether it is best to leave this provision as it is above (with the confusing language omitted) or whether something should be added to capture uses that are illegal or in violation of applicable restrictions or codes. Another puzzle to be solved!**

Should it say: “Exceptions to warranty of merchantable title also include \_\_\_\_\_ and any present uses of the Assets in violation of the foregoing disclosed by Seller or known to Buyer on the date of this Offer?” That might be placed immediately after the very long first sentence above. This suggestion is shown in the WB-16 draft for your consideration. **Any and all other comments and suggestions are welcomed! There is no magic in this proposal.**

◆ **Title Evidence:** The provision below is from the existing WB-16 with some modifications to make it resemble the WB-15 language. The WB-16 provision has also been reordered so that the caution comes last.

■ **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title to the ~~R~~ Real property Estate in the form of an owner’s policy of title insurance in the amount of the value of the ~~R~~ Real property Estate on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. ~~CAUTION: MODIFY AMOUNT OF OWNER’S POLICY OF TITLE INSURANCE IF TITLE POLICY WILL INSURE TITLE TO PROPERTY OTHER THAN REAL PROPERTY. CAUTION: IF TITLE EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.~~ Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer’s lender. ~~CAUTION: MODIFY AMOUNT OF OWNER’S POLICY OF TITLE INSURANCE IF TITLE POLICY WILL INSURE TITLE TO ASSETS OTHER THAN REAL ESTATE.~~

◆ **Gap Endorsement and Provision of Merchantable Title:** The Gap provision shown comes from the WB-15 and the Provision of Merchantable Title is from the WB-16 business offer, modified to parallel the WB-15 commercial offer wording.

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

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■ **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence shall be acceptable if the required title insurance commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less more than 3 business ~~days~~ days before closing after acceptance ("15" if left blank), showing title to the Property Real Estate as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines xxx-xxx, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate. ~~CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE COMMITMENT PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.~~

One question may be the use of the phrase "or equivalent gap coverage." There have been some who say this is not meaningful. Others have indicated that it refers to the fact some 2006 ALTA policies have gap coverage included automatically. Should it be removed or is it helpful to leave it in (see yellow highlighting above)? Also should this refer to title to Real Estate or the Assets?

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◆ **Title Not Acceptable for Closing:** The provision below comes from the WB-16 business offer, modified to conform to the WB-15 commercial offer provision.

■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title to the Rreal property-Estate is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding days ("5" if left blank) 15 days, from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections, and by the time set for closing, shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer shall have 5 days from receipt of may notice thereof, to deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

◆ **Special Assessments:** The provision below comes from the WB-16 business offer, modified to match the WB-15 commercial offer language. These provisions were quite similar.

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

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**CAUTION:** Consider a special agreement if area assessments, property owner's association assessments, special charges for current services under Wis. Stat. § 66.0627, or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-

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up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. ~~§ 66.0617(1)(f), §66.55(1)(c) & (f).~~

- ◆ Bulk Transfers: The repeal of Wisconsin's bulk transfer law, Chapter 406 of the Wisconsin Statutes, was effective February 5, 2010. This provision can be deleted!
- ◆ Rental Weatherization: The provision in the existing WB-16 presumes the transaction is exempt from rental weatherization unless stated otherwise somewhere in the offer. There is perhaps some reason to think it is more likely than not that there are no living quarters or dwelling units involved. The provision in the commercial offer has check boxes so the selection is made within the provision regarding applicability. The WRA Forms Committee recommends using a provision like the provision in the commercial offer but top add a default indicating that the transaction is exempt:

**RENTAL WEATHERIZATION** This transaction (is) (is not) ~~STRIKE ONE~~ ("is" if neither is stricken) exempt from Wisconsin Rental Weatherization Standards (Wis. Admin. Code Ch. SPS 367). If not exempt, (Buyer) (Seller) ~~STRIKE ONE~~ ("Buyer" if neither is stricken) shall be responsible for compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at closing.

- ◆ Earnest Money – Held By: Only some minor tweaks and formatting shown below to make the WB-16 provision come in line with the same provision in the WB-15:

**EARNEST MONEY**

■ HELD BY: Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (~~Buyer's agent-broker~~ if ~~Property Assets~~ ~~is~~ ~~are~~ not listed or ~~Seller's account~~ if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

**CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

- ◆ Earnest Money – Disbursement: The following provision was removed from the WB-16 disbursement language as was done in the other revised offers: "(Note: Wis. Adm. Code § RL 18.09(1)(b) provides that an offer to purchase is not a written disbursement agreement pursuant to which the broker may disburse)."

In addition, the WRA forms Committee believes the time has come to modify the provision regarding the money payable to a third party attorney rendering a disbursement opinion. The \$250 which may be paid to the attorney providing the opinion is too low and should be increased to say "in an amount up to \$1,000 but no more than one-half of the earnest money." This recommendation is shown in the drafts:

and broker may deduct from the earnest money any costs and reasonable attorney's fees, in an amount up to \$1,000 but no more than one-half of the earnest money not to exceed \$250, prior to disbursement.

- ◆ Earnest Money – Legal Rights/Action: The WB-16 drafts show some minor format/style changes, shown below.

~~The~~ Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of ~~Regulation Safety~~ and ~~Licensing Professional Service~~ regulations concerning earnest money. See Wis. Admin. Code Ch. ~~REB~~ 18.

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The WRA Forms Committee also recommends that the Note directly following the Legal Rights/Action section in the current WB-16 should be removed because a similar section appears following the Default section. In the existing WB-16 the note to consult an attorney, etc. appears in both spots but in the WB-15 it is included just once. Also this type of note or caution could be placed in other places within the offer to facilitate layout. This deletion appears in the drafts.

Following Default section (left in in the drafts):

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

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Following Earnest Money section (deleted from the drafts):

**NOTE: WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CONCERNING THE LEGAL RIGHTS OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR CONVEYANCE. NOTE: AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE OR OPINIONS REGARDING THIS CONTRACT IS REQUIRED.**

◆ Definitions – Acceptance: Although the existing WB-16 does not have an Acceptance section on the first page as do the other offers, the proposed revisions include an Acceptance section, directly before Binding Acceptance. Therefore this can be removed from the definitions because it is now repetitive.

◆ Definitions – Actual Receipt: Taken from the WB-15 commercial offer and added to the WB-16:

■ ACTUAL RECEIPT: “Actual Receipt” means that a Party, not the Party’s recipient for delivery, if any, has the document or written notice physically in the Party’s possession, regardless of the method of delivery.

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◆ Definitions – Business Personal Property: Below is the definition of Business Personal Property from the WB-6 Business Listing contract, as most recently modified by the DSPS Committee. The definitions in the WB-16 drafts were modified to match this definition, with appropriate adjustments for an offer rather than a listing contract. Look for modifications in the WB-16 drafts.

■ BUSINESS PERSONAL PROPERTY: “Business personal property” is defined as all tangible and intangible personal property and rights in personal property owned by Seller and used in the Business, including, but not limited to, furniture, trade fixtures and equipment, tools used in business, telephone numbers and listings if transferable, customer lists, trade names, intellectual property, Internet domain names, digital media, digital marketing, databases, business records, supplies, leases, advance lease deposits, customer deposits, signs, all other personal property used in the Business, and if transferable, all permits, special licenses and franchises, except those assets disposed of in the ordinary course of business or as permitted by the Offer.

**CAUTION: Identify on lines xx-xx Business Personal Property not included in the purchase price or not exclusively owned by Seller, such as licensed or rented personal property, tenants’ personal property and tenants’ trade fixtures.**

◆ Definitions – Conditions Affecting the Business, Included Property or Transaction: First of all we used a different name for this definition in the Business and Property Condition Provisions section early in our WB-16 draft, namely “Conditions Affecting the Business, Assets or Transaction.” This is the terminology used in the drafts. This may be adjusted if need be.

If you look at the definitions section in the current WB-16 draft you can see the long list of items included in the WB-16 definition. Below is the list from the WB-15 definition of “Conditions Affecting the Property or Transaction:”

- a. Defects in structural components, e.g. roof, foundation, basement or other walls.
- b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
- c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil.
- d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
- e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained, nonconforming structures or uses, conservation easements, rights-of-way.
- g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.
- h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
- i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county.
- o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or leased parking.
- p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or archeological artifacts on the Property.
- r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.
- s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable program.
- t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
- u. Government investigation or private assessment/audit (of environmental matters) conducted.
- v. Other Defects affecting the Property.

A lot if these items are related primarily to real estate.

And here are some of the items from a business disclosure statement:

Litigation (threatened or pending) against the Business or its agents

- Violations of any applicable regulation, ordinance, law or rule which may materially affect the Business, or the present use of the Business
- Unresolved insurance claims
- Outstanding lease agreements
- Outstanding contracts or agreements
- Back wages due or claims for the same
- Product liability exposure
- Unpaid medical or other insurance premiums
- Other pending or outstanding problems or concerns
- Claims for unfair labor practices
- Union problems or demand for unionization
- Court order(s)
- Governmental proceedings or investigations
- Violations of the Americans with Disabilities Act or other state or local laws requiring minimum accessibility for persons with disabilities
- Violations of any laws or agreements regulating the Business
- Unpaid Business taxes, including income, sales, payroll, social security, unemployment, or any other employer/employee taxes
- Conditions constituting a significant health or safety hazard for occupants, invitees or employees of the Business
- Information that indicates that any person affiliated with the Seller is not able to or does not intend his or her obligations under any contract or agreement made concerning the sale of the Business
- Any right granted to any underlying lien holder to accelerate the debtor's obligation by reason of the transfer of ownership of the Business, or any permission to transfer being required and not obtained
- Completed or pending reassessment of any portion of the Business
- Unpaid past due debts
- Notices or claims by Bureau of Consumer Protection
- any hazardous substances or medical or infectious waste located on the premises on which the Business is located or was there previously any storage of hazardous substances or medical or infectious waste on the premises on which the Business is located
- currently, or were there previously, any underground or above ground storage tanks for the storage of flammable, combustible or hazardous materials located on the premises on which the Business is located
- high voltage electric or steel natural gas transmission lines located on the premises on which the Business is located
- defects in any of the equipment, appliances, fixtures, fixtures, tools or other personal property included in the sale
- any construction or remodeling on the premises on which the Business is located for which federal, state or local approvals were not obtained

Obviously there is some overlap. Presuming that there should be a definition that includes numerous general descriptions as well as important specific items and examples, the Committee presumably will have to develop list of items that would be beneficial and appropriate for this use – and make sure there is a good catchall at the end and “included but not limited to” language at the beginning.

⇒ **What items should be in the definition in the revised WB-16? Please consider the list you believe would be most appropriate here!**

⇒ **Starting from the current WB-16 please comment on this preliminary proposal that appears in the drafts. Also keep in mind that this list would likely appear in any business condition report:**

■ **CONDITIONS AFFECTING THE BUSINESS, ~~INCLUDED PROPERTY ASSETS~~ OR ~~THE TRANSACTION~~. A “condition affecting the Business, ~~included property Assets~~ or ~~the transaction~~” is defined to include, but is not limited to, the following defined as follows:**

- (a) ~~Proposed, p~~lanned or commenced public improvements which may result in special assessments or otherwise materially affect the Business or ~~included property~~Assets, or the present use of the Business or ~~included property sold by this Offer~~Assets;
- (b) ~~Violation of federal, state or local regulation, ordinances, laws or rules, or g~~Government agency or court order requiring repair, alteration or correction of any existing condition; ~~or any potential, threatened or pending claims against the Business or materially affecting the Assets;~~
- (c) Material violation of the Americans with Disabilities Act (ADA) or other state or local laws requiring minimum accessibility for persons with disabilities. Note: a Building owner's or tenant's obligations under the ADA may vary dependent upon the financial or other capabilities of the building owner or tenant;
- (d) Completed or pending reassessment of the ~~real property or Business Personal Property sold by this Offer for tax purposes~~Assets;
- (e) Structural ~~or mechanical system inadequacies which if not repaired will significantly shorten the expected normal life of~~Defects in the ~~Assets~~real property sold by this Offer;
- (f) ~~Zoning or building code violations, a~~Any land division involving the ~~Assets~~real property sold by this Offer, for which required state or local approvals were not obtained, ~~nonconforming structures or uses, conservation easements, rights-of-way, encroachments; easements, other than recorded utility easements; covenants, conditions and restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or leased parking.~~
- (g) Construction or remodeling on the ~~real property sold by this Offer~~Assets for which required state or local approvals were not obtained;
- (h) Any portion of the ~~real property sold by this Offer~~Assets being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or federal regulations;
- (i) That a structure which the Business occupies or which is located on the ~~R~~real ~~property~~ Estate sold by this Offer is designated as a historic building or that any part of a structure which the Business occupies or the ~~R~~real ~~property~~ Estate sold by this Offer is in a historic district; ~~or burial sites or archeological artifacts on the Real Estate.~~
- (j) Material violations of environmental laws or other laws or agreements regulating ~~the use of~~the Business or ~~the use of the real property sold by this Offer~~Assets;
- (k) Conditions constituting a significant health or safety hazard for occupants of the ~~Business or real property sold by this Offer~~Assets;
- (l) ~~Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to~~Material levels of hazardous ~~or toxic~~ substances ~~or medical or infectious waste~~ located on the premises which the Business occupies or on the ~~Assets~~real property sold by this Offer or previous storage of material amounts of hazardous substances ~~or medical or infectious waste~~ on the premises which the Business occupies or on the ~~real property sold by this Offer~~Assets;
- ~~(m) Material levels of medical or infectious waste located on the premises which the Business occupies or on the real property sold by this Offer or previous storage of material amounts of medical or infectious waste on the premises which the Business occupies or on the real property sold by this Offer;~~
- ~~(n) Underground storage tanks for storage of flammable or combustible liquids including but not limited to gasoline and heating oil on the premises which the Business occupies or on the real property sold by this Offer; NOTE: The Wisconsin Administrative Code contains registration and operation rules for such underground storage tanks.~~
- ~~(m) Assets are subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the Assets to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county.~~
- ~~(n) Flooding, standing water, drainage problems or other water problems on or affecting the Assets; material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides; or significant odor, noise, water intrusion or other irritants emanating from neighboring property.~~
- (o) Underground or aboveground storage tanks for storage of flammable, combustible or hazardous materials including but not limited to gasoline and heating oil, which are currently or which were previously located on the premises which the Business occupies or on the ~~real property sold by this Offer~~Assets;
- (p) High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the ~~real property sold by this Offer~~Assets;
- (q) Any material defects in any of the equipment, appliances, business fixtures, fixtures, tools, furniture or other Business Personal Property included in the transaction, and Seller further warrants that all will be in good working order on the day of closing;

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- (r) Any encumbrances on the Business, all integral parts thereof, or the ~~included property being conveyed in conjunction with the Business~~Assets, except as stated in this Offer and in any schedule attached to it;
- (s) Any litigation, government proceeding or investigation in progress, threatened or in prospect against or related to the Business or the ~~included property sold by this Offer~~Assets;
- (t) Any road change, road work or change in road access which would materially affect the present use or access to the Business or the ~~real property included in this Listing~~Assets.
- (u) Any right granted to underlying lien holder(s) to accelerate the debtor's obligation by reason of the transfer of ownership of Business or ~~other property included in the transaction~~the Assets, or any permission to transfer being required and not obtained;
- (v) Any unpaid Business taxes such as: income; sales; payroll; Social Security; unemployment; or any other employer/employee taxes due and payable or accrued;
- (w) A material failure of the financial statements, or schedules to the financial statements, to present the true and correct condition of the Business as of the date of the statements and schedules or a material change in the financial condition or operations of the Business since the date of the last financial statements and schedules provided by Seller, except for changes in the ordinary course of business which are not in the aggregate materially adverse;
- (x) ~~Unresolved insurance claims, outstanding lease or contract agreements, back wages, product liability exposure, unpaid insurance premiums, unfair labor practice claims, unpaid past due debts,~~
- (y) Other Defects affecting the Assets or conditions or occurrences which would significantly reduce the value of the Business or ~~included property~~Assets to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

◆ Definitions – DEADLINES and DEFECT: Taken from the WB-15 commercial offer and applied to Assets rather than Property:

■ DEADLINES: “Deadlines” expressed as a number of “days” from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of “business days” exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of “hours” from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

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

◆ Definitions – ENVIRONMENTAL SITE ASSESSMENT: Taken from the WB-16 and modified based on the provision in the WB-15 commercial offer. Should the references here should be to Real Estate or Assets? Would a Phase I apply to assets other than real estate?

■ ENVIRONMENTAL SITE ASSESSMENT: An “environmental site assessment” (also known as a “Phase I Site Assessment” or equivalent)(see lines ~~125-133xxx-xxx~~ ) may include, but is not limited to: (1) an inspection of the ~~R~~real ~~property~~Estate; (2) a review of the ownership and use history of the ~~R~~real ~~property~~Estate, including a search of title records showing private ownership of the ~~R~~real ~~property~~Estate for a period of 80 years prior to the visual inspection; (3) a review of historic and recent aerial photographs of the ~~R~~real ~~property~~Estate, if available; (4) a review of environmental licenses, permits or orders issued with respect to the ~~R~~real ~~property~~Estate; (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the ~~R~~real ~~property~~Estate; and (6) a review to determine if the ~~R~~real ~~property~~Estate is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment including the National Priorities List,

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the Department of Natural Resources' (DNR) registry of ~~Waste Disposal Sites/Abandoned Landfills~~, the DNR's ~~Contaminated Lands Environmental Action Network/Registry of Leaking Underground Storage Tanks~~, and the DNR's ~~Remediation and Redevelopment (RR) Sites Map including the Geographical Information System (GIS) Registry and related resources~~ ~~most recent remedial response site evaluation report (including the Inventory of Sites and Facilities Which May Cause or Threaten to Cause Environmental Pollution)~~. Any ~~E~~environmental ~~S~~ite ~~A~~assessment<sup>22</sup> performed under this Offer shall comply with generally recognized industry standards (e.g. current American Society of Testing and Materials "Standards ~~Practice~~ for Environmental Site Assessments ~~for Commercial Real Estate~~"), and state and federal guidelines, as applicable.

**CAUTION: Unless otherwise agreed an ~~E~~environmental ~~S~~ite ~~A~~assessment<sup>22</sup> does not include subsurface testing of the soil or groundwater or other testing of the ~~Property-Real Estate~~ for environmental pollution. If further investigation is required, insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or other site evaluation at lines xxx-xxx or xxx-xxx or attach as an addendum per line xxx.**

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◆ Definitions – ENVIRONMENTAL DEFECT: The WB-16 includes this definition which is included in the body of the Environmental Evaluation Contingency in the WB-16 drafts. Thus this separate definition was eliminated from the WB-16 drafts.

◆ Definitions – FIXTURES: The WB-16 includes the following definition, which has been modified in the drafts to be more like the WB-15 definition of fixtures.

■ FIXTURES: A "Fixture" is an item of property, which is on the ~~R~~real ~~property-Estate~~ on the date of this Offer, which is physically attached to or so closely associated with land and improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the ~~real property premises~~, items specifically adapted to the ~~real property premises~~, and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on permanent foundations. A ~~F~~fixture<sup>22</sup> does not include trade fixtures owned by tenants of the ~~R~~real ~~property~~Estate. See Lines 11-21.  
**CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines xx-xx.**

◆ Definitions – INCLUDED PROPERTY: The WB-16 includes this definition, which really is the equivalent of the term Assets defined on page 1 of the WB-16 drafts. Thus this definition is unnecessary and is deleted from the WB-16 drafts.

◆ Definitions – INSPECTION and TEST: The WB-16 includes these definitions, which appear in the INSPECTIONS AND TESTING provision earlier on in the business offer drafts. Thus these definitions are also removed from the WB-16 draft.

◆ Definitions – INSPECTION DEFECT: The WB-16 includes this definition, which is covered by the DEFECTS definition added to the definitions section of the WB-16 drafts. Therefore this definition is deleted.

◆ **TIME IS OF THE ESSENCE:** The WB-16 has been replaced with the similar provision from the WB-15 commercial offer.

◆ **FINANCING CONTINGENCY:** The WB-16 includes a Financing Contingency section that addresses land contracts and does not include an appraisal contingency or any of the other provisions added to the more recently revised offers. The WB-16 draft is revamped to include the same financing provisions as the WB-15 commercial offer.

However, the WRA Forms Committee has various concerns with this solution. First with regard to business transactions. Most business transactions will include seller financing, which may be predominant in many transactions, and require buyer self-financing of some sort, whether that be cash resources or equity financing. Debt financing may be conventional or SBA financing although it may also come from private lenders. Although the collateral for the loans and seller financing will include the real estate interest, if any, other assets may serve as collateral via a security agreement and/or UCC filings. Other “financing may take the form of a consulting agreement or guaranteed employment for principle owners who receive part of their compensation with these contracts.

Thus a separate seller financing provision may be helpful and a proof of funds for the buyer financing component and the appraisal contingency would be very important.

⇒ **So the question becomes should there be a seller financing provision or a note or a caution to add that?**

⇒ **Should the references to “mortgage loan” be removed from any financing provisions?**

⇒ **Below are some samples of seller/second loan financing provisions for discussion – would need modification:**

#### **Second Mortgage: Seller Financing (Alternate 1)**

Seller agrees to provide Buyer, at the time of closing, a second mortgage loan in an amount not less than \$\_\_\_\_\_, for a term of not less than \_\_\_\_ years, with payments amortized over (the term of the loan) (\_\_\_\_ months) [STRIKE ONE].

Initial monthly payments of principal and interest shall not exceed \$\_\_\_\_\_. If the purchase price under this Offer is modified, the loan amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

Note: If the term of the second mortgage is shorter than the amortization period, a balloon payment consisting of the principal balance and any unpaid accrued interest shall be due at the end of the term of the loan.

#### **CHECK AND COMPLETE THE APPLICABLE FINANCING PROVISION BELOW.**

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

**ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_%. The initial interest rate shall be fixed for \_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_% per year. The maximum interest rate during the mortgage term shall not exceed \_\_\_\_%.

Monthly payments of principal and interest may be adjusted to reflect interest changes.

Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing. If, within \_\_\_\_ days of acceptance of this Offer, Seller determines that

Buyer does not qualify for the above described financing using reasonable underwriting standards, Seller shall promptly provide Buyer written notification. The Offer shall be null and void unless Buyer provides Seller a commitment for the above second mortgage financing from a third party lender within \_\_\_\_ days of Seller's delivery of the notification.

**CAUTION: Allow enough time to evaluate creditworthiness and provide the second mortgage before closing.**

**Second Mortgage: Seller Financing Utilizing the State Bar Mortgage Form 21- 2003 (Alternate 2)**

*CAUTION: Licensee and parties should be careful to abide by any current constraints imposed upon their ability to negotiate or draft any seller financing arrangements per the Secure and Fair Enforcement for Mortgage Licensing Act (SAFE Act) (see*

*[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/housing/rmra/safe/sfea](http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/rmra/safe/sfea)) and Wisconsin loan originator law (see Wis. Stat. §§ 224.71-224.83 online at <http://www.legis.state.wi.us/statutes/Stat0224.pdf>).*

Seller agrees to provide to Buyer a (first) (second) [STRIKE ONE] mortgage loan on the Property in the amount of \$ \_\_\_\_\_ with interest at the annual rate of \_\_%, with monthly payments based upon a \_\_\_ year amortization, of not less than \$ \_\_\_\_\_ to be applied to interest, then to principal, with the entire principal balance due and payable \_\_\_ years from the date of closing. Buyer may prepay the mortgage in any amount at any time without penalty. The first monthly payment shall be due and payable one month from date of closing.

The terms and conditions of said mortgage shall be as set forth on State Bar of Wisconsin Form 21 - 2003; the mortgage shall secure a note having terms and conditions set forth on State Bar of Wisconsin Form 16 - 2003.

If Buyer, at Buyer's expense, does not deliver to Seller with a written credit report evidencing Buyer's credit worthiness, determined using reasonable underwriting standards, within 10 days of acceptance of this Offer; Seller may terminate this Offer if Seller delivers to Buyer a written notice disapproving Buyer's credit report and terminating this Offer, no later than 5 days after Buyer's delivery of the credit report. If Buyer does not timely deliver a credit report within 10 days of acceptance, Seller may terminate this Offer if Seller delivers written notice of termination to Buyer no later than 15 days after acceptance of this Offer.

**Seller Financing: First or Second Mortgage: (Alternate 3)**

*CAUTION: Licensee and parties should be careful to abide by any current constraints imposed upon their ability to negotiate or draft any seller financing arrangements per the Secure and Fair Enforcement for Mortgage Licensing Act (SAFE Act) (see*

*[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/housing/rmra/safe/sfea](http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/rmra/safe/sfea)) and Wisconsin loan originator law (see Wis. Stat. §§ 224.71-224.83 online at <http://www.legis.state.wi.us/statutes/Stat0224.pdf>).*

Seller will credit Buyer with the sum of \$ \_\_\_\_\_ at closing in exchange for Buyer's execution and delivery of a note and mortgage encumbering the Property on the following terms:

- ◆ Principal Balance: \$ \_\_\_\_\_ (same as above)
- ◆ Rate of interest per year: \_\_\_\_\_ %
  - ◆ Interest to be paid in (advance)(arrear)[STRIKE ONE]
- ◆ Term: \_\_\_\_\_ (months/years)
- ◆ Amortization Period: \_\_\_\_\_ (months/years)
- ◆ Payments to be made monthly on \_\_\_\_\_ day of the month.

- ◆ Late payment charge of \_\_\_\_\_ % of the monthly principal and interest for payments received more than \_\_\_\_\_ days after the due date.
- ◆ Prepayment penalty: (None) (\_\_\_\_\_ if paid before \_\_\_\_\_) [STRIKE ONE]].
- ◆ Buyer understands that the entire balance of such debt will be due (balloon) at the end of the specified term. [Use if amortization period exceeds term]
- ◆ [Use the following if Seller is taking back a "second" mortgage]: Seller agrees that such mortgage will be subordinate to a first mortgage against the Property in the (amount of \_\_\_\_\_ % of the purchase price) (sum of \$ \_\_\_\_\_) [STRIKE ONE].

Buyer must deliver a current credit report to Seller within \_\_\_\_ days of acceptance of this offer. Within \_\_\_\_\_ days of Buyer's delivery of such report Seller may, in Seller's reasonable discretion, object to Buyer's credit worthiness and void this contract by delivering to Buyer written notice of such objection.

(Buyer's) (Seller's) [STRIKE ONE] attorney shall prepare the mortgage and distribute the proposed draft no later than \_\_\_\_ business days prior to closing, for approval by the other party. Within \_\_\_\_ days of delivery of the proposed draft, the other party may provide written notice to the other party, specifying the party's objections, and the Offer shall be null and void unless (1) the parties agree to an amended mortgage or (2) Buyer provides Seller a commitment for the above mortgage financing from a third party lender within \_\_\_\_ days of delivery of the proposed mortgage draft.

.....

The other concern discussed by the WRA Forms Committee was that the Financing Contingency in the various offers is not very realistic. It is less and less clear what a loan commitment is and difficult to obtain one. Even if there is a loan commitment the underwriters/lenders may change their minds or the loan may not go through because of the appraisal. Delivery of a loan commitment does not have much meaning. The question becomes, if one goes back to the drawing board, what does the seller hope to accomplish or ascertain with the financing contingency and what should the buyer derive?

Ideas: the seller wants to know that the buyer makes a good faith effort to apply for the financing at some level at or above the baseline described. The seller would like to know that everything is set and that the financing will be ready at closing but that does not seem to be something that is determinable prior to closing with any reliability. The buyer wants to know that if they cannot get the desired financing that they can get out of the contract. What else?

- ⇒ **What realistically can a basic financing contingency accomplish?**
- ⇒ **What changes should be considered for the basic financing contingency in the offers or is it adequate in its current state?**

◆ ALLOCATION OF PURCHASE PRICE: The WB-16 contains the following provision which has been tweaked for a couple of formatting items.

**ALLOCATION OF PURCHASE PRICE** CHECK LINE XXX OR XXX

The Parties agree to the following allocation of the purchase price:

Goodwill:.....	\$ _____
Stock-in-trade (inventory): .....	\$ _____
Accounts receivable:.....	\$ _____
Business Personal Property:.....	\$ _____
Real Estate Interest: .....	\$ _____
Other: .....	\$ _____
Total \$	_____

The Parties shall agree on an allocation by the following deadline: (within \_\_\_\_ days of acceptance of the Offer)(\_\_\_\_\_, \_\_\_\_\_) **STRIKE AND COMPLETE AS APPLICABLE**. If the Parties cannot agree to an allocation by the deadline, the Parties shall submit to binding arbitration. The Parties will share any costs of arbitration equally. Allocation may take place after closing.

**CAUTION: Fair market value of the real property must be determined prior to closing to complete the transfer return per Wis. Stat. § 77.22. The Parties should consult accountants, legal counsel or other appropriate experts, as necessary.**

- ◆ Drafted By Lines: The WB-16 draft was made to conform to the WB-15 commercial offer.
- ◆ Agency Status Line: The WB-16 draft has this information at the beginning of the form. Like the other offer so this line is deleted.
- ◆ Buyer Signature Lines: The WB-16 draft has been modified to show a signature block similar to the one used for the seller in the WB-6 business listing contract draft.
- ◆ Earnest Money Lines: The WB-16 draft was made to conform to the WB-15 commercial offer.
- ◆ Seller Acceptance language: The WB-16 draft was made to conform to the WB-15 commercial offer and to use the terminology of Assets regarding what the seller was agreeing to convey.

**SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE ~~BUSINESS AND INCLUDED PROPERTY IN THIS OFFER~~ ASSETS. THE UNDERSIGNED HEREBY ~~SELLER~~ SELLER AGREES TO CONVEY THE ABOVE-MENTIONED BUSINESS AND INCLUDED PROPERTY IN THIS OFFER ASSETS ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

- ◆ Seller Signature Lines: The WB-16 draft has been modified to show signature blocks similar to the one used for the seller in the WB-6 business listing contract draft.
- ◆ Presentation Lines: The WB-16 draft was made to conform to the WB-15 commercial offer.
- ◆ Rejected/Countered Lines: The WB-16 draft was made to conform to the WB-15 commercial offer.

⇒ **PLEASE look at the WB-16 draft (plain version without tracking) and see if there is anything that is missing. Are there other things that should be added, modified or removed?**

WB16RevisionsDSPS7-22-13

**WB-15 Changes (Plain) WB-16 OFFER TO PURCHASE – BUSINESS WITH REAL ESTATE**

**OFFER TO PURCHASE FOR SALE OF ASSETS ONLY. CONSULT APPROPRIATE ADVISORS FOR  
TAX, LICENSING, LIABILITY OR RELATED QUESTIONS.**

1 LICENSEE DRAFTING THIS OFFER ON \_\_\_\_\_ [DATE] IS (AGENT OF  
2 BUYER) (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~

3 Business Name: \_\_\_\_\_

4 Type of Business Entity (e.g., corporation, LLC, partnership, sole proprietorship, etc.): \_\_\_\_\_

5 Business Description: \_\_\_\_\_

6 \_\_\_\_\_

7 \_\_\_\_\_

8 \_\_\_\_\_ (Lines 3-8 hereinafter referred to as the "Business")

9 Insert additional description, if any, at lines xxx-xxx or attach as an addendum per line xxx.

10 **GENERAL PROVISIONS** The Buyer, \_\_\_\_\_

11 \_\_\_\_\_, offers to purchase the Assets of the Business on the following terms:

12 ■ PURCHASE PRICE: \_\_\_\_\_

13 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

14 ■ EARNEST MONEY of \$ \_\_\_\_\_ accompanies this Offer and earnest money of \$ \_\_\_\_\_

15 will be mailed, or commercially or personally delivered within \_\_\_\_\_ days of acceptance to listing broker or

16 \_\_\_\_\_.

17 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

18 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price (unless excluded at lines xx-xx) the Assets of the Business

19 including all goodwill, stock-in-trade, trade fixtures, accounts receivable, cash, all Business Personal Property, the interest in Real Estate (if

20 included on lines xx-xx), Fixtures (if interest in Real Estate is included), and the following additional property \_\_\_\_\_

21 \_\_\_\_\_

22 \_\_\_\_\_ ~~STRIKE AND COMPLETE AS APPLICABLE~~ (hereinafter collectively the "Assets").

23 Seller shall convey Business Personal Property and any other personal property by Bill of Sale or \_\_\_\_\_

24 \_\_\_\_\_, free and clear of all liens and encumbrances except \_\_\_\_\_

25 \_\_\_\_\_.

26 If stock-in-trade or accounts receivable are purchased, the purchase price shall be based on the following terms and costs:

27 (a) Stock-in-Trade \_\_\_\_\_

28 \_\_\_\_\_

29 (b) Accounts Receivable \_\_\_\_\_

30 \_\_\_\_\_

31 ■ INTEREST IN REAL ESTATE  CHECK BOX ON LINE XX OR XX, AS APPROPRIATE:

32  NO INTEREST IN REAL ESTATE INCLUDED IN PURCHASE PRICE

33  DESCRIPTION OF INTEREST IN REAL ESTATE INCLUDED IN PURCHASE PRICE:

34 Street address is: \_\_\_\_\_ in the \_\_\_\_\_

35 \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_, Wisconsin (the "Real Estate").

36 The Real Estate is owned by: \_\_\_\_\_.

37 The Real Estate is leased to: \_\_\_\_\_ (see lines xxx-xxx).

38 The interest in the Real Estate included in the purchase price is:  ownership  leasehold  assignment of existing lease  other:

39 \_\_\_\_\_.

40 Insert any additional description, including further description of the type of interest in the Real Estate that is included in purchase price, at lines xxx-xxx or attach as an addendum per line xxx.

41 ■ NOT INCLUDED IN THE PURCHASE PRICE: \_\_\_\_\_

42 \_\_\_\_\_

43 \_\_\_\_\_

44 **CAUTION: Identify Fixtures, trade fixtures and Business Personal Property to be excluded by Seller or which are rented and**

45 **will continue to be owned by the lessor (see lines xxx-xxx and xxx-xxx).**

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

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

48 the Offer.

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

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

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

52 \_\_\_\_\_.

53 Seller may keep the Assets on the market and

54 accept secondary offers after binding acceptance of this Offer.

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

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

57 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of documents and written  
58 notices to a Party shall be effective only when accomplished by one of the methods specified at lines xx-xx.

59 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at  
60 line xx or xx.

61 Seller's recipient for delivery (optional): \_\_\_\_\_

62 Buyer's recipient for delivery (optional): \_\_\_\_\_

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

64 Seller: ( \_\_\_\_\_ ) \_\_\_\_\_ Buyer: ( \_\_\_\_\_ ) \_\_\_\_\_

65 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery  
66 service, addressed either to the Party, or to the Party's recipient for delivery if named at line xx or xx, for delivery to the Party's  
67 delivery address at line xx or xx.

68 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the  
69 Party's recipient for delivery if named at line xx or xx, for delivery to the Party's delivery address at line xx or xx.

70 Delivery address for Seller: \_\_\_\_\_

71 Delivery address for Buyer: \_\_\_\_\_

72 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line xx or xx. If  
73 this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or  
74 household purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic  
75 documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

76 E-Mail address for Seller: \_\_\_\_\_

77 E-Mail address for Buyer: \_\_\_\_\_

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

80 **CLOSING** Legal possession of the Assets shall be delivered to Buyer at the time of closing. This transaction is to be closed no later  
81 than \_\_\_\_\_ at the place  
82 selected by Seller, unless otherwise agreed by the Parties in writing.

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

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

87 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing. Personal property taxes shall  
88 be prorated based on (the taxes for the current year, if known, otherwise on the taxes for the preceding year) ( \_\_\_\_\_ )  
89 \_\_\_\_\_ ) **STRIKE AND COMPLETE AS APPLICABLE.**

90 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

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

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

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

96  \_\_\_\_\_.

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

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

105 **BUSINESS AND PROPERTY CONDITION PROVISIONS**

106 ■ **REPRESENTATIONS REGARDING THE BUSINESS, ASSETS AND TRANSACTION:** Seller represents to Buyer that as of the date of  
107 acceptance Seller has no notice or knowledge of Conditions Affecting the Business, Assets or Transaction (as defined at lines xxx to xxx)  
108 other than those identified in Seller's disclosure report(s) **CHECK AND INSERT DATES AS APPLICABLE:**

109  Seller disclosure report (commercial or business real estate) dated \_\_\_\_\_

110  Real Estate Condition Report (1-4 dwelling units) dated \_\_\_\_\_

111  Vacant Land Disclosure Report (no buildings) dated \_\_\_\_\_

112  Business disclosure report(s) dated \_\_\_\_\_

113  Other: \_\_\_\_\_ (specify) dated \_\_\_\_\_

114 which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this Offer by reference and \_\_\_\_\_

115 \_\_\_\_\_  
116 **[INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)].**

117 **CAUTION: If Assets include 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis.**  
118 **Stat. § 709.03 may be required. If Assets include Real Estate without any buildings, a Vacant Land Disclosure Report**  
119 **containing the disclosures provided in Wis. Stat. § 709.033 may be required. Buyer may have rescission rights per Wis.**  
120 **Stat. § 709.05. A commercial or business disclosure report for commercial/business Real Estate may be used as well as**  
121 **business disclosure report(s) regarding Assets other than real estate. More than one report may be used.**

122 ■ **BUSINESS OPERATION:** Seller shall continue to conduct the Business in a regular and normal manner and shall use Seller's best  
123 efforts to keep available the services of Seller's present employees and to preserve the goodwill of Seller's suppliers, customers and  
124 others having business relations with Seller.

125 ■ **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Assets until the earlier of closing or  
126 occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If,  
127 prior to the earlier of closing or occupancy by Buyer, the Assets are damaged in an amount of not more than five per cent (5%) of the  
128 purchase price, Seller shall be obligated to repair the damaged property and restore it to the same condition that is was in on the day  
129 of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If Seller is  
130 unable to repair and restore the damaged property, Seller shall promptly notify Buyer in writing and this Offer may be canceled at the  
131 option of the Buyer. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer  
132 may be canceled at the option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to  
133 any insurance proceeds relating to the damaged property, plus a credit towards the purchase price equal to the amount of Seller's  
134 deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds  
135 shall be held in trust for the sole purpose of restoring the Assets.

136 ■ **INSPECTIONS AND TESTING:** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this  
137 Offer. An "inspection" is defined as an observation of the Assets which does not include an appraisal or testing of the Assets, other  
138 than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby  
139 authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Assets and  
140 the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third  
141 parties reasonable access to the Assets upon advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and  
142 licensees may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not  
143 authorize Buyer to conduct testing of the Assets.

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

147 Buyer agrees to promptly restore the Assets to their original condition after Buyer's inspections and testing are completed unless  
148 otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller  
149 acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the  
150 Wisconsin Department of Natural Resources.

151 ■ **BUYER'S PRE-CLOSING WALK-THROUGH:** Within 3 days prior to closing, as agreed by the Parties, at a reasonable time pre-  
152 approved by Seller or Seller's agent, Buyer shall have the right to walk through the Assets to determine that there has been no  
153 significant change in the condition of the Assets, except for ordinary wear and tear and changes approved by Buyer, and that any  
154 Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

155 ■ **PROPERTY IMPROVEMENT, DEVELOPMENT OR CHANGE OF USE:** If Buyer contemplates improving, developing or changing  
156 the use of the Assets, Buyer may need to address municipal ordinances and zoning, recorded building and use restrictions,  
157 covenants and easements which may prohibit some improvements or uses. The need for licenses, building permits, zoning  
158 variances, environmental audits, etc. may need to be investigated to determine feasibility of improvements, development or use  
159 changes for the Assets. Contingencies for investigation of these issues may be added to this Offer. See lines xxx -xxx or xxx. If plant  
160 closings or mass layoffs will occur as a result of this Offer the Parties should review federal and state plant closing laws.

161 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges that any land, building or room dimensions, or total acreage or  
162 building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used  
163 or other reasons, unless verified by survey or other means.

164 **CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to**  
165 **Buyer's decision to purchase.**

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

169 **If Buyer defaults,** Seller may:

170 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

171 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual  
172 damages.

173 If Seller defaults, Buyer may:  
174 (1) sue for specific performance; or  
175 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.  
176 In addition, the Parties may seek any other remedies available in law or equity.  
177 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the  
178 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of  
179 the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those  
180 disputes covered by the arbitration agreement.

181 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ**  
182 **THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE**  
183 **OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER**  
184 **THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL**  
185 **ADVICE IS NEEDED.**

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

189 **PROPERTY ADDRESS:** \_\_\_\_\_

190  **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental  
191 consultant of Buyer's choice conducting an Environmental Site Assessment of the Assets (see lines xxx-xxx), at (Buyer's) (Seller's)  
192 expense **STRIKE ONE** ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see  
193 lines xxx-xxx) is defined to also include a material violation of environmental laws, a material contingent liability affecting the Assets arising  
194 under any environmental laws, the presence of an underground storage tank(s) or material levels of hazardous substances either on the  
195 Assets or presenting a significant risk of contaminating the Assets due to future migration from other properties. Defects do not include  
196 conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

197  **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of  
198 acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the  
199 Environmental Site Assessment report to which Buyer objects (Notice of Defects).

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

201  **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the  
202 right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of  
203 Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a  
204 written report detailing the work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the  
205 Notice of Defects and written Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to  
206 cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

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

210 \_\_\_\_\_

211  If the real property occupied by the Business is owned by Seller, but not sold by this Offer, Seller: **CHECK ONE AS APPLICABLE**  
212  agrees to lease the Real Estate to Buyer on the following terms: \_\_\_\_\_  
213 \_\_\_\_\_

214  agrees to lease the Real Estate to Buyer according to the terms of the lease made a part of this agreement per line xxx.

215  If the real property occupied by the Business is owned by a third party and is currently leased to Seller, then **CHECK ONE AS**  
216 **APPLICABLE**

217  Seller agrees to assign its interest in the lease for the Real Estate to Buyer, if assignable. (See lines xxx-xxx.)  
218  Buyer will not accept an assignment of Seller's interest in the lease.

219  **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Assets for the purpose of: \_\_\_\_\_  
220 \_\_\_\_\_

221 \_\_\_\_\_ [insert proposed use and type and size of  
222 the Assets or Business, if applicable; e.g., restaurant and tavern business with capacity of 350 and 3 second floor dwelling units]. The  
223 optional provisions checked on lines xxx-xxx shall be deemed satisfied unless Buyer delivers to Seller by the deadline(s) set forth on  
224 lines xxx-xxx written notice specifying those items which cannot be satisfied and written evidence substantiating why each specific  
225 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to  
226 cooperate with Buyer as necessary to satisfy the contingencies checked at lines xxx-xxx.

227  **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within \_\_\_\_\_ days of  
228 acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private  
229 easements, covenants and restrictions affecting the Assets and a written determination by a qualified independent third party that  
230 none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines xxx to xxx.

231  **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is  
232 stricken) expense, all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final  
233 discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items  
234 related to Buyer's proposed use: \_\_\_\_\_

235 \_\_\_\_\_ or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions  
236 which significantly increase the cost of Buyer's proposed use, all within \_\_\_\_\_ days of acceptance of this Offer.  
237  **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, within \_\_\_\_\_ days of acceptance, at (Buyer's  
238 (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the  
239 **Assets** from public roads.  
240  **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither  
241 is stricken) expense, a  rezoning;  conditional use permit;  license;  variance;  building permit;  occupancy permit;   
242 other \_\_\_\_\_ **CHECK ALL THAT APPLY.**  
243 for the **Assets** for its proposed use described at lines xxx-xxx or delivering written notice to Seller if the item(s) cannot be obtained  
244 or can only be obtained subject to conditions which significantly increase the cost of Buyer's proposed use, all within  
245 \_\_\_\_\_ days of acceptance.

246 **DOCUMENT REVIEW/RECEIPT CONTINGENCY**

247 ■ **BUYER OBTAINING DOCUMENTS.** This Offer is contingent upon Buyer, at Buyer's expense, being able to obtain the following  
248 within the number of days of acceptance specified in each item checked below (consider addressing licenses, permits, etc.)

- 249  \_\_\_\_\_ (\_\_\_ days).  
250  \_\_\_\_\_ (\_\_\_ days).  
251  \_\_\_\_\_ (\_\_\_ days).

252 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of the earlier of: 1) receipt of the final document to  
253 be obtained by Buyer or 2) the latter of the deadlines for Buyer obtaining the documents, delivers to Seller a written notice indicating  
254 that this contingency has not been satisfied. The notice shall identify which document(s) (a) cannot be timely obtained and why they  
255 cannot be obtained, or (b) do not meet the standard set forth for the document(s).

256 ■ **BUYER TERMINATION RIGHTS:** If Buyer cannot obtain any document by the stated deadline; Buyer may terminate this Offer  
257 if Buyer delivers a written notice of termination to Seller.

258 ■ **SELLER DELIVERING DOCUMENTS.** This Offer is contingent upon Seller delivering the following documents to Buyer within the  
259 number of days of acceptance specified in each item checked below:

- 260  Documents showing the sale of the Assets has been properly authorized, if Seller is a business entity (\_\_\_ days).  
261  A complete inventory of all included Business Personal Property which shall be consistent with all prior representations (\_\_\_  
262 days).  
263  Uniform Commercial Code lien search as to the Business Personal Property included in the purchase price, showing the  
264 Business Personal Property to be free and clear of all liens, other than liens to be released prior to or from the proceeds of closing  
265 (\_\_\_ days).  
266  Copies of all leases affecting the Assets, which shall be consistent with all prior representations (\_\_\_ days).  
267  Estimated principal balance of accounts receivable and payable which shall be consistent with all prior representations (\_\_\_  
268 days).  
269  Copy of profit and loss statements, balance sheets, business books and records, and income tax returns for the following years  
270 \_\_\_\_\_ which shall be consistent with all prior representations (\_\_\_ days).  
271  Copies of all current licenses held by Business which indicate that Business holds all licenses required for current operations  
272 (\_\_\_ days).  
273  Copies of franchise agreements, if any, which shall be consistent with all prior representations (\_\_\_ days).  
274  Any agreements restricting Seller from competing with Buyer after closing which shall be consistent with all prior  
275 representations (\_\_\_ days).  
276  Other \_\_\_\_\_  
277  Other \_\_\_\_\_  
278  Other \_\_\_\_\_

279 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of the earlier of: 1) Buyer's receipt of the final  
280 document to be delivered by Seller; or 2) the latter of the deadlines for delivery of the documents, delivers to Seller a written notice  
281 indicating that this contingency has not been satisfied. The notice shall identify which document(s): (a) have not been timely  
282 delivered; or (b) do not meet the standard set forth for the document(s).

283 ■ **BUYER TERMINATION RIGHTS:** If Seller does not make timely delivery of any document by the stated deadline; Buyer may  
284 terminate this Offer if Buyer delivers a written notice of termination to Seller prior to Buyer's Actual Receipt of the document(s)  
285 identified in Buyer's written notice as not having been timely received.

286 Buyer shall keep all information reviewed confidential until closing. If this Offer does not close Buyer shall promptly return all  
287 documents received from Seller.

288 **ADDITIONAL PROVISIONS**

289 \_\_\_\_\_  
290 \_\_\_\_\_  
291 \_\_\_\_\_

292 **SALES TAX** Sales tax, if any, shall be paid by Seller. Seller agrees to inactivate or cancel and surrender Seller's sales permit in a  
293 timely manner. In compliance with Wis. Stat. § 77.52(18), Seller agrees to escrow the sum of \$ \_\_\_\_\_  
294 out of the purchase price to be held by \_\_\_\_\_

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295 \_\_\_\_\_ and to be released to Seller when Seller provides the escrow agent with  
296 a receipt from the Department of Revenue that any sales tax due and owing has been paid, or a certificate that no amount is due.

297 **TITLE EVIDENCE**

298 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Real Estate by warranty deed  
299 ((trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided  
300 herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them,  
301 recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants,  
302 general taxes levied in the year of closing and \_\_\_\_\_ (provided none of the foregoing prohibit  
303 present use of the real property), which constitutes merchantable title for purposes of this transaction. Exceptions to warranty of  
304 merchantable title also include \_\_\_\_\_ and any present uses of the Assets in violation of the foregoing disclosed by Seller  
305 or known to Buyer on the date of this Offer. Seller further agrees to complete and execute the documents necessary to record the  
306 conveyance. **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**  
307 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making**  
308 **improvements to the Assets or a use other than the current use.**

309 ■ **TITLE EVIDENCE:** Seller shall give evidence of title to the Real Estate in the form of an owner's policy of title insurance in the  
310 amount of the value of the Real Estate on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin.  
311 Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's  
312 lender.

313 **CAUTION: MODIFY AMOUNT OF OWNER'S POLICY OF TITLE INSURANCE IF TITLE POLICY WILL INSURE TITLE TO**  
314 **ASSETS OTHER THAN REAL ESTATE.**

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

320 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance  
321 commitment is delivered to Buyer's attorney or Buyer not more than \_\_\_\_\_ days after acceptance ("15" if left blank), showing title to  
322 the **Real Estate** as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines xxx-xxx, subject only to liens  
323 which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

324 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title to the Real Estate is not acceptable for closing, Buyer shall notify Seller in writing of  
325 objections to title within \_\_\_\_\_ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event,  
326 Seller shall have a reasonable time, but not exceeding \_\_\_\_\_ days ("5" if left blank), from Buyer's delivery of the notice stating title  
327 objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable  
328 to remove said objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly.  
329 If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title  
330 evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

331 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to date of this Offer  
332 shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

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

338 **RENTAL WEATHERIZATION** This transaction (is) (is not) ~~STRIKE ONE~~ ("is" if neither is stricken) exempt from Wisconsin Rental  
339 Weatherization Standards (Wis. Admin. Code, Ch. SPS 367). If not exempt, (Buyer) (Seller) ~~STRIKE ONE~~ ("Buyer" if neither is stricken)  
340 shall be responsible for compliance, including all costs with Wisconsin Rental Weatherization Standards. If Seller is responsible for  
341 compliance, Seller shall provide a Certificate of Compliance at closing.

342 **EARNEST MONEY**

343 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's  
344 broker if Assets are not listed or Seller's account if no broker is involved), until applied to purchase price or otherwise disbursed as  
345 provided in the Offer.

346 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties**  
347 **or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

348 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after  
349 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At  
350 closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be  
351 disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not  
352 been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by an  
353 attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the  
354 earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law.

355 Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from  
356 the earnest money any costs and reasonable attorney's fees, in an amount up to \$1,000 but no more than one-half of the earnest  
357 money, prior to disbursement.

358 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to  
359 this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per  
360 (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with  
361 broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has  
362 jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other  
363 earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of  
364 a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in  
365 accordance with this Offer or applicable Department of Safety and Professional Service regulations concerning earnest money. See  
366 Wis. Admin. Code Ch. REEB 18.

367 **DEFINITIONS**

368 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice  
369 physically in the Party's possession, regardless of the method of delivery.

370 ■ **BUSINESS PERSONAL PROPERTY:** "Business personal property" is defined as all tangible and intangible personal property and rights in  
371 personal property owned by Seller and used in the Business as of the date of this Offer, including, but not limited to, furniture, trade fixtures and  
372 equipment, tools used in business, telephone numbers and listings if transferable, customer lists, trade names, intellectual property, Internet  
373 domain names, digital media, digital marketing, databases, business records, supplies, leases, advance lease deposits, customer deposits, signs,  
374 all other personal property used in Business, and if transferable, all permits, special licenses and franchises, except those assets disposed of in  
375 the ordinary course of business or as permitted by this Offer.

376 **CAUTION: Identify on lines xx-xx Business Personal Property not included in the purchase price or not exclusively owned by Seller,**  
377 **such as licensed or rented personal property, tenants' personal property and tenants' trade fixtures.**

378 ■ **CONDITIONS AFFECTING THE BUSINESS, ASSETS OR TRANSACTION:** A "condition affecting the Business, Assets or transaction" is  
379 defined to include, but is not limited to, the following:

380 (a) Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Business  
381 or Assets, or the present use of the Business or Assets;

382 (b) Violation of federal, state or local regulation, ordinances, laws or rules, or government agency or court order requiring repair, alteration or  
383 correction of any existing condition; or any potential, threatened or pending claims against the Business or materially affecting the Assets;

384 (c) Material violation of the Americans with Disabilities Act (ADA) or other state or local laws requiring minimum accessibility for persons with  
385 disabilities. Note: a Building owner's or tenant's obligations under the ADA may vary dependent upon the financial or other capabilities of the  
386 building owner or tenant;

387 (d) Completed or pending reassessment of the Assets;

388 (e) Structural or mechanical system Defects in the Assets;

389 (f) Zoning or building code violations, any land division involving the Assets for which required state or local approvals were not obtained,  
390 nonconforming structures or uses, conservation easements, rights-of-way, encroachments; easements, other than recorded utility easements;  
391 covenants, conditions and restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or leased parking.

392 (g) Construction or remodeling on the Assets for which required state or local approvals were not obtained;

393 (h) Any portion of the Assets being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or federal regulations;

394 (i) That a structure which the Business occupies or which is located on the Real Estate sold by this Offer is designated as a historic building or  
395 that any part of a structure which the Business occupies or the Real Estate sold by this Offer is in a historic district; or burial sites or archeological  
396 artifacts on the Real Estate.

397 (j) Material violations of environmental laws or other laws or agreements regulating the Business or the use of the Assets;

398 (k) Conditions constituting a significant health or safety hazard for occupants of the Assets;

399 (l) Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to hazardous or toxic substances or medical or  
400 infectious waste located on the premises which the Business occupies or on the Assets or previous storage of material amounts of hazardous  
401 substances or medical or infectious waste on the premises which the Business occupies or on the Assets;

402 (m) Assets are subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county  
403 shoreland zoning ordinances, which obligates the owner of the Assets to establish or maintain certain measures related to shoreland conditions  
404 and which is enforceable by the county.

405 (n) Flooding, standing water, drainage problems or other water problems on or affecting the Assets; material damage from fire, wind, floods,  
406 earthquake, expansive soils, erosion or landslides; or significant odor, noise, water intrusion or other irritants emanating from neighboring  
407 property.

408 (o) Underground or aboveground storage tanks for storage of flammable, combustible or hazardous materials including but not limited to  
409 gasoline and heating oil, which are currently or which were previously located on the premises which the Business occupies or on the Assets;

410 (p) High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Assets;

411 (q) Any material defects in any of the equipment, appliances, business fixtures, fixtures, tools, furniture or other Business Personal Property  
412 included in the transaction, and Seller further warrants that all will be in good working order on the day of closing;

413 (r) Any encumbrances on the Business, all integral parts thereof, or the Assets, except as stated in this Offer and in any schedule attached to it;

414 (s) Any litigation, government proceeding or investigation in progress, threatened or in prospect against or related to the Business or the Assets;  
415 (t) Any road change, road work or change in road access which would materially affect the present use or access to the Business or the Assets.  
416 (u) Any right granted to underlying lien holder(s) to accelerate the debtor's obligation by reason of the transfer of ownership of Business or the  
417 Assets, or any permission to transfer being required and not obtained;  
418 (v) Any unpaid Business taxes such as: income; sales; payroll; Social Security; unemployment; or any other employer/employee taxes due and  
419 payable or accrued;  
420 (w) A material failure of the financial statements, or schedules to the financial statements, to present the true and correct condition of the  
421 Business as of the date of the statements and schedules or a material change in the financial condition or operations of the Business since the  
422 date of the last financial statements and schedules provided by Seller, except for changes in the ordinary course of business which are not in the  
423 aggregate materially adverse;  
424 (x) Unresolved insurance claims, outstanding lease or contract agreements, back wages, product liability exposure, unpaid insurance premiums,  
425 unfair labor practice claims, unpaid past due debts,  
426 (y) Other Defects affecting the Assets or conditions or occurrences which would significantly reduce the value of the Business or Assets to a  
427 reasonable person with knowledge of the nature and scope of the condition or occurrence.  
428 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event  
429 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number  
430 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the  
431 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific  
432 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24  
433 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at  
434 midnight of that day.  
435 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Assets; that would significantly impair the  
436 health or safety of future occupants of the Assets; or that if not repaired, removed or replaced would significantly shorten or adversely affect the  
437 expected normal life of the premises.  
438 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "environmental site assessment" (also known as a "Phase I Site Assessment")(see lines xxx-xxx )  
439 may include, but is not limited to: (1) an inspection of the Real Estate; (2) a review of the ownership and use history of the Real Estate, including a  
440 search of title records showing private ownership of the Real Estate for a period of 80 years prior to the visual inspection; (3) a review of historic  
441 and recent aerial photographs of the Real Estate, if available; (4) a review of environmental licenses, permits or orders issued with respect to the  
442 Real Estate; (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Real Estate; and (6) a review  
443 to determine if the Real Estate is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the  
444 environment including the National Priorities List, the Department of Natural Resources' (DNR) registry of Waste Disposal Sites, the DNR's  
445 Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical  
446 Information System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with  
447 generally recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site  
448 Assessments"), and state and federal guidelines, as applicable.  
449 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater**  
450 **or other testing of the Real Estate for environmental pollution. If further investigation is required, insert provisions for a Phase II Site**  
451 **Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or**  
452 **other site evaluation at lines xxx-xxx or xxx-xxx or attach as an addendum per line xxx.**  
453 ■ **FIXTURES:** A "Fixture" is an item of property, which is on the Real Estate on the date of this Offer, which is physically attached to or so closely  
454 associated with land and improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not  
455 easily removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including,  
456 but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades;  
457 curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and treatment systems;  
458 sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage door openers and remote controls; installed security systems;  
459 central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage  
460 buildings on permanent foundations and docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the  
461 Real Estate.  
462 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines xx-xx.**  
463 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy;  
464 (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: \_\_\_\_  
465 \_\_\_\_\_. If "Time is of the Essence"  
466 applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does  
467 not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.  
468 **PROPERTY ADDRESS:** \_\_\_\_\_  
469 **ALLOCATION OF PURCHASE PRICE** CHECK LINE XXX OR XXX  
470  The Parties agree to the following allocation of the purchase price:  
471 Goodwill:..... \$ \_\_\_\_\_  
472 Stock-in-trade (inventory): ..... \$ \_\_\_\_\_  
473 Accounts receivable:..... \$ \_\_\_\_\_

474 Business Personal Property:..... \$ \_\_\_\_\_  
475 Real Estate Interest: ..... \$ \_\_\_\_\_  
476 Other: ..... \$ \_\_\_\_\_  
477 Total \$ \_\_\_\_\_

478  The Parties shall agree on an allocation by the following deadline: (within \_\_\_\_\_ days of acceptance of the Offer)  
479 (\_\_\_\_\_, \_\_\_\_\_) **STRIKE AND COMPLETE AS APPLICABLE**. If the Parties cannot agree to an  
480 allocation by the deadline, the Parties shall submit to binding arbitration. The Parties will share any costs of arbitration equally.  
481 Allocation may take place after closing. **CAUTION: Fair market value of the real property must be determined prior to closing to**  
482 **complete the transfer return per Wis. Stat. § 77.22. The Parties should consult accountants, legal counsel or other**  
483 **appropriate experts, as necessary.**

484 **IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.**  
485  **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written \_\_\_\_\_  
486 \_\_\_\_\_ [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below,  
487 within \_\_\_\_\_ days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$  
488 \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years. Initial  
489 monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Monthly payments may also include 1/12th of the  
490 estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may  
491 not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed  
492 \_\_\_\_\_% of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall  
493 be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as  
494 necessary to maintain the term and amortization stated above.

495 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE xxx or xxx.**  
496  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_%.  
497  **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_%. The initial interest rate  
498 shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_% per year.  
499 The maximum interest rate during the mortgage term shall not exceed \_\_\_\_\_%. Monthly payments of principal and  
500 interest may be adjusted to reflect interest changes.

501 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-  
502 286 or in an addendum attached per line 479.

503 **NOTE:** If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that  
504 purpose.

505  **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan,  
506 and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or  
507 another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline  
508 at line 229. Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions)  
509 shall satisfy Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan  
510 commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if  
511 accompanied by a notice of unacceptability.

512 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the**  
513 **loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO**  
514 **SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A**  
515 **NOTICE OF UNACCEPTABILITY.**

516  **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this Offer if  
517 Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

518  **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered  
519 an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including  
520 copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller  
521 shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in  
522 this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not  
523 timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to  
524 determine Buyer's credit worthiness for Seller financing.

525  **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party in  
526 control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient  
527 funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to  
528 Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees  
529 to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not  
530 subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of  
531 access for an appraisal constitute a financing contingency.

532  **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at  
533 Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the  
534 date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This  
535 contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the  
536 appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price,  
537 accompanied by a written notice of termination.

538 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether**  
539 **deadlines provide adequate time for performance.**

540  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines xxx-xxx). This Offer is  
541 contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Assets which discloses no Defects. This  
542 Offer is further contingent upon a qualified independent inspector or qualified independent third party performing an inspection of  
543 \_\_\_\_\_ (list any  
544 **feature(s) to be separately inspected, e.g., dumpsite, etc.**) which discloses no Defects. Buyer shall order the inspection (s) and be  
545 responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting from an  
546 authorized inspection performed provided they occur prior to the deadline specified at line xxx. Each inspection shall be performed by  
547 a qualified independent inspector or qualified independent third party.

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

550 For the purpose of this contingency, Defects (see lines xxx-xxx) do not include conditions the nature and extent of which Buyer had  
551 actual knowledge or written notice before signing the Offer.

552  **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of  
553 acceptance, delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection  
554 report(s) to which Buyer objects (Notice of Defects).

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

556  **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If Seller has  
557 the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the  
558 Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3)  
559 delivering to Buyer a written report detailing the work done within 3 days prior to closing. This Offer shall be null and void if Buyer  
560 makes timely delivery of the Notice of Defects and written inspection report(s) and: (1) Seller does not have a right to cure or (2)  
561 Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the written  
562 notice of election to cure.

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

564 This Offer was drafted] by [Licensee and firm] \_\_\_\_\_  
565 \_\_\_\_\_ on \_\_\_\_\_.

566 Buyer Entity Name (if any): \_\_\_\_\_

567 (x) \_\_\_\_\_  
568 Authorized Signature ▲ Print Name & Title Here ► Date ▲

569 (x) \_\_\_\_\_  
570 Individual Buyer's Signature ▲ Print Name Here ► Date ▲

571 x) \_\_\_\_\_  
572 Authorized Signature ▲ Print Name & Title Here ► Date ▲

573 (x) \_\_\_\_\_  
574 Individual Buyer's Signature ▲ Print Name Here ► Date ▲

575 Buyer Entity Name (if any): \_\_\_\_\_

576 (x) \_\_\_\_\_  
577 Authorized Signature ▲ Print Name & Title Here ► Date ▲

578 (x) \_\_\_\_\_  
579 Individual Buyer's Signature ▲ Print Name Here ► Date ▲

580 x) \_\_\_\_\_  
581 Authorized Signature ▲ Print Name & Title Here ► Date ▲

582 (x) \_\_\_\_\_  
583 Individual Buyer's Signature ▲ Print Name Here ► Date ▲

584 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line xx of the above Offer.

585 \_\_\_\_\_ Broker (By) \_\_\_\_\_  
**SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE ASSETS. SELLER AGREES TO CONVEY THE ASSETS ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

586 (Seller Entity Name (if any): \_\_\_\_\_

587 (x) \_\_\_\_\_  
588 Authorized Signature ▲ Print Name & Title Here ► Date ▲

589 (x) \_\_\_\_\_  
590 Individual Seller's Signature ▲ Print Name Here ► Date ▲

591 (x) \_\_\_\_\_  
592 Authorized Signature ▲ Print Name & Title Here ► Date ▲

593 (x) \_\_\_\_\_  
594 Individual Seller's Signature ▲ Print Name Here ► Date ▲

595 (Seller Entity Name (if any): \_\_\_\_\_

596 (x) \_\_\_\_\_  
597 Authorized Signature ▲ Print Name & Title Here ► Date ▲

598 (x) \_\_\_\_\_  
599 Individual Seller's Signature ▲ Print Name Here ► Date ▲

600 (x) \_\_\_\_\_  
601 Authorized Signature ▲ Print Name & Title Here ► Date ▲

602 (x) \_\_\_\_\_  
603 Individual Seller's Signature ▲ Print Name Here ► Date ▲

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

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

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**WB-15 Changes in Tracking WB-16 OFFER TO PURCHASE – BUSINESS WITH REAL ESTATE**

~~TO BE USED OFFER TO PURCHASE~~ FOR SALE OF ASSETS ONLY. CONSULT APPROPRIATE ADVISORS FOR TAX, LICENSING, LIABILITY OR OTHER RELATED QUESTIONS.

1 ~~LICENSEE DRAFTING THIS OFFER ON~~ \_\_\_\_\_ [DATE] IS (AGENT OF  
2 BUYER) (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~

3 Business Name: \_\_\_\_\_

4 Type of Business Entity (e.g., corporation, LLC, partnership, sole proprietorship, etc.): \_\_\_\_\_

5 Business Description: \_\_\_\_\_

6 \_\_\_\_\_

7 \_\_\_\_\_

8 \_\_\_\_\_ (Lines 3-8 hereinafter referred to as the "Business")

9 Insert additional description, if any, at lines xxx-xxx or attach as an addendum per line xxx.

10 **GENERAL PROVISIONS** The Buyer, \_\_\_\_\_

11 \_\_\_\_\_, offers to purchase the Assets of the Business ~~known as~~

12 \_\_\_\_\_

13 \_\_\_\_\_ ~~identify business name, type of business entity and type of business~~ on the following terms:

14 ■ PURCHASE PRICE: \_\_\_\_\_

15 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

16 ■ EARNEST MONEY of \$ \_\_\_\_\_ accompanies this Offer and earnest money of \$ \_\_\_\_\_

17 will be mailed, or commercially or personally delivered paid-within \_\_\_\_\_ days of acceptance to listing

18 broker \_\_\_\_\_ or

19 \_\_\_\_\_

20 ■ ~~THE BALANCE OF PURCHASE PRICE: The balance of purchase price~~ will be paid in cash or equivalent at closing unless otherwise

21 provided below.

22 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price (unless excluded at lines xx-xx) the Assets of the Business

23 including all goodwill, stock-in-trade, trade fixtures, accounts receivable, cash, all Business Personal Property, the interest in Real Estate (if

24 included on lines xx-xx), Fixtures (if interest in Real Estate is included), and the following additional property

25 \_\_\_\_\_

26 \_\_\_\_\_ ~~STRIKE AND COMPLETE AS APPLICABLE~~ (hereinafter collectively the "Assets").

27 Seller shall convey Business Personal Property and any other personal property by Bill of Sale or

28 \_\_\_\_\_, free and clear of all liens and encumbrances except

29 \_\_\_\_\_

30 If stock-in-trade or accounts receivable are purchased, the purchase price shall be based on the following terms and costs:

31 (a) Stock-in-Trade \_\_\_\_\_

32 \_\_\_\_\_

33 (b) Accounts Receivable \_\_\_\_\_

34 \_\_\_\_\_

35 ■ INTEREST IN REAL ESTATE  CHECK BOX ON LINE XX OR XX, AS APPROPRIATE.

36  NO INTEREST IN REAL ESTATE INCLUDED IN PURCHASE PRICE

37  DESCRIPTION OF INTEREST IN REAL ESTATE INCLUDED IN PURCHASE PRICE:

38 Street address is: \_\_\_\_\_ in the

39 \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_, Wisconsin (the "Real Estate").

40 The Real Estate is owned by: \_\_\_\_\_

41 The Real Estate is leased to: \_\_\_\_\_ (see lines xxx-xxx).

42 The interest in the Real Estate included in the purchase price is:  ownership  leasehold  assignment of existing lease  other:

43 \_\_\_\_\_ Insert any additional description, including further description of the type of

44 interest in the Real Estate that is included in purchase price, at lines xxx-xxx or attach as an addendum per line xxx. ■ REAL PROPERTY

45 INCLUDED IN PURCHASE PRICE: The following Real Property is included in the purchase price (address) \_\_\_\_\_

46 \_\_\_\_\_

47 ■ ADDITIONAL PROPERTY INCLUDED IN PURCHASE PRICE: Seller shall include in the purchase price and transfer, free and

48 clear of encumbrances, all fixtures, as defined at lines 321-324, goodwill, stock-in-trade, accounts receivable and business personal

49 property as defined at lines 247-251, unless excluded at lines 15-16, and the following additional property: \_\_\_\_\_

50 \_\_\_\_\_

51 ■ ~~ITEMS NOT INCLUDED IN THE PURCHASE PRICE:~~ \_\_\_\_\_

52 \_\_\_\_\_

53 \_\_\_\_\_

54 CAUTION: Identify Fixtures tenant's trade fixtures and Business Personal Property to be excluded by Seller or which are

55 rented and will continue to be owned by the lessor (see lines xxx-xxx and xxx-xxx).

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56 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.**  
57 ~~If stock in trade or accounts receivable are purchased, the purchase price shall be based on the following terms and costs:~~  
58 (a) Stock in Trade \_\_\_\_\_  
59 \_\_\_\_\_  
60 (b) Accounts Receivable \_\_\_\_\_  
61 \_\_\_\_\_

62 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of  
63 the Offer.  
64 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines**  
65 **running from acceptance provide adequate time for both binding acceptance and performance.**  
66 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before  
67 \_\_\_\_\_ . Seller may keep the Assets on the market and  
68 accept secondary offers after binding acceptance of this Offer.  
69 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**  
70 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (  ) ARE PART OF THIS OFFER ONLY IF  
71 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.  
72 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of documents and written notices to  
73 a Party shall be effective only when accomplished by one of the methods specified at lines xx-xx.  
74 (1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at  
75 line xx or xx.  
76 Seller's recipient for delivery (optional): \_\_\_\_\_  
77 Buyer's recipient for delivery (optional): \_\_\_\_\_  
78 (2) Fax: fax transmission of the document or written notice to the following telephone number:  
79 Seller: ( \_\_\_\_\_ ) \_\_\_\_\_ Buyer: ( \_\_\_\_\_ ) \_\_\_\_\_  
80 (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery  
81 service, addressed either to the Party, or to the Party's recipient for delivery if named at line xx or xx, for delivery to the Party's  
82 delivery address at line xx or xx.  
83 (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the  
84 Party's recipient for delivery if named at line xx or xx, for delivery to the Party's delivery address at line xx or xx.  
85 Delivery address for Seller: \_\_\_\_\_  
86 Delivery address for Buyer: \_\_\_\_\_  
87 (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line xx or xx. If  
88 this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or  
89 household purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic  
90 documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.  
91 E-Mail address for Seller: \_\_\_\_\_  
92 E-Mail address for Buyer: \_\_\_\_\_  
93 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery  
94 to, or Actual Receipt by, all Buyers or Sellers.  
95 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written  
96 notices to a Party shall be effective only when accomplished by one of the methods specified at lines 24 - 33.  
97 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account  
98 with a commercial delivery service, addressed either to the Party or to the Party's recipient for delivery designated at lines 27 - 29 (if  
99 any), for delivery to the Party's delivery address at lines 28 - 30.  
100 Seller's recipient for delivery (optional): \_\_\_\_\_  
101 Seller's delivery address: \_\_\_\_\_  
102 Buyer's recipient for delivery (optional): \_\_\_\_\_  
103 Buyer's delivery address: \_\_\_\_\_  
104 (2) By giving the document or written notice personally to the Party, or the Party's recipient for delivery if an individual is designated  
105 at lines 27 - 29.  
106 (3) By fax transmission of the document or written notice to the following telephone number:  
107 Buyer: ( \_\_\_\_\_ ) \_\_\_\_\_ Seller: ( \_\_\_\_\_ ) \_\_\_\_\_  
108 **Occupancy** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at  
109 lines 169-172 or in an addendum per line 419. Occupancy shall be given subject to tenant's rights, if any. **MOVED**  
110 **TRANSFER OF LEGAL POSSESSION** Legal possession of the Business and all included property shall be delivered to Buyer at  
111 the time of closing. Business personal property included in purchase price will be transferred by bill of sale or \_\_\_\_\_  
112 \_\_\_\_\_ . **NOTE: If real property is being leased see lines 134 - 144.**  
113 **PLACE OF CLOSING** Legal possession of the Assets shall be delivered to Buyer at the time of closing. This transaction is to be  
114 closed at the place designated by Buyer's lender or \_\_\_\_\_

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115 \_\_\_\_\_ no later than \_\_\_\_\_  
116 at the place selected by Seller, unless otherwise agreed by the Parties, unless another date or place is agreed to in writing.

117 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,  
118 ~~personal property taxes~~, rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel  
119 and \_\_\_\_\_

120 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**  
121 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.  
122 Personal property taxes shall be prorated based on (the taxes for the current year, if known, otherwise on the taxes for the preceding year) (  
123 \_\_\_\_\_) ~~STRIKE AND COMPLETE AS APPLICABLE~~

124 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:  
125  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as  
126 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)  
127  Current assessment times current mill rate (current means as of the date of closing)  
128  Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if  
129 known, multiplied by current mill rate (current means as of the date of closing)  
130  \_\_\_\_\_

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

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

139 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing: real estate taxes, personal property taxes,  
140 rents, prepaid insurance (if assumed), private and municipal charges, property owner's association assessments, fuel and  
141 \_\_\_\_\_ Any income, taxes  
142 or expenses shall accrue to Seller, and be prorated, through the day prior to closing. Net general real estate taxes and personal  
143 property taxes shall be prorated based on (the taxes for the current year, if known, otherwise on the taxes for the preceding year)  
144 (\_\_\_\_\_).

145 ~~STRIKE AND COMPLETE AS APPLICABLE~~ **CAUTION: If real or personal property has not been fully assessed for tax purposes or**  
146 **if proration on the basis of taxes for the preceding year is not acceptable, insert estimated annual tax or other basis for proration.**  
147 **Note: The government taxing authority normally bills Seller for personal property taxes for the entire year.**

148 **BUSINESS AND PROPERTY CONDITION PROVISIONS**

149 ■ **REPRESENTATIONS REGARDING THE BUSINESS, INCLUDED PROPERTY ASSETS, AND THE TRANSACTION:** Seller represents  
150 to Buyer that as of the date of acceptance Seller has no notice or knowledge of ~~C~~onditions ~~A~~ffecting the Business, ~~included real or~~  
151 ~~personal property Assets or the T~~ransaction (as defined at lines 253-xxx to 302-xxx) other than those identified in Seller's disclosure report(s)

152 **CHECK AND INSERT DATES AS APPLICABLE:**  
153  Seller disclosure report (commercial or business real estate) dated \_\_\_\_\_  
154  Real Estate Condition Report (1-4 dwelling units) dated \_\_\_\_\_ and Real Estate Condition  
155  Report, if applicable-Vacant Land Disclosure Report (no buildings) dated \_\_\_\_\_  
156  Business disclosure report(s) dated \_\_\_\_\_  
157  Other: \_\_\_\_\_ (specify) dated \_\_\_\_\_

158 dated \_\_\_\_\_, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this Offer by  
159 reference ~~COMPLETE DATE OR STRIKE AS APPLICABLE~~ and \_\_\_\_\_

160 \_\_\_\_\_  
161 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).**

162 **CAUTION: If Assets include 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis.**  
163 **Stat. § 709.03 may be required. If Assets include Real Estate without any buildings, a Vacant Land Disclosure Report**  
164 **containing the disclosures provided in Wis. Stat. § 709.033 may be required. Buyer may have rescission rights per Wis.**  
165 **Stat. § 709.05. A commercial or business disclosure report for commercial/business Real Estate may be used as well as**  
166 **business disclosure report(s) regarding Assets other than real estate. More than one report may be used.**

167 ■ **BUSINESS OPERATION:** Seller shall continue to conduct the Business in a regular and normal manner and shall use Seller's best  
168 efforts to keep available the services of Seller's present employees and to preserve the goodwill of Seller's suppliers, customers and  
169 others having business relations with Seller.

170 ■ **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain ~~all real and business personal property~~  
171 ~~included in this Offer~~ the Assets until the earlier of closing or occupancy ~~by of~~ Buyer in materially the same condition as of the date of  
172 acceptance of this Offer, except for ordinary wear and tear. -If, prior to the earlier of closing or occupancy by Buyer, the ~~included~~  
173 ~~Assets are real or Business Personal Property~~ is damaged in an amount of not more than five per cent (5%) of the purchase price,

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174 Seller shall be obligated to ~~restore-repair~~ the damaged property ~~and restore it to the same condition that is was in on the day of this~~  
175 ~~Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration.~~ If Seller is unable to  
176 ~~repair and~~ restore the damaged property, Seller shall promptly notify Buyer in writing and this Offer may be canceled at the option of  
177 the Buyer. -If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be  
178 canceled at the option of Buyer. -Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to any  
179 insurance proceeds relating to the damaged property, plus a credit towards the purchase price equal to the amount of Seller's  
180 deductible on such policy, ~~if any.~~ However, if this sale is financed by a land contract or a mortgage to Seller, ~~the-any~~ insurance

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

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

193 ~~Buyer agrees to promptly restore the Assets to their original condition after Buyer's inspections and testing are completed unless~~  
194 ~~otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller~~  
195 ~~acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the~~  
196 ~~Wisconsin Department of Natural Resources.~~

197 ~~INSPECTIONS: Seller agrees to allow Buyer's inspectors and testers reasonable access to the Business and included property~~  
198 ~~upon reasonable notice if the inspections or tests are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees~~  
199 ~~to promptly provide copies of all such inspection and test reports to Seller, and to listing broker if Business is listed. Furthermore,~~  
200 ~~Buyer agrees to promptly restore the Business and included property to its original condition after Buyer's inspections and tests are~~  
201 ~~completed, unless otherwise agreed with Seller. CAUTION: See lines 327-339 for definitions of inspection and test. Seller's~~  
202 ~~authorization for inspections does not authorize Buyer to conduct testing of the Business or included property. If Buyer~~  
203 ~~requires testing contingencies, they should be specifically provided for at lines 169-172 or 419. Seller acknowledges that~~  
204 ~~certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin~~  
205 ~~Department of Natural Resources.~~

206 ■ **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, as agreed by the Parties, at a reasonable time pre-  
207 approved by Seller or Seller's agent, Buyer shall have the right to walk through the Assets to determine that there has been no  
208 significant change in the condition of the Assets, except for ordinary wear and tear and changes approved by Buyer, and that any  
209 Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

210 ~~PRE-CLOSING INSPECTION: At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer~~  
211 ~~shall have the right to inspect the Business and included property to determine that there has been no significant change in the~~  
212 ~~condition of the Business and included property, except for changes approved by Buyer.~~

213 ■ **PROPERTY IMPROVEMENT, DEVELOPMENT OR CHANGE OF USE:** If Buyer contemplates improving, developing or changing  
214 the use of the ~~Business or real property sold by this Offer/Assets,~~ Buyer may need to address municipal ~~ordinances~~ and zoning  
215 ~~ordinances,~~ recorded building and use restrictions, covenants and easements which may prohibit some improvements or uses. The  
216 need for ~~licenses,~~ building permits, zoning variances, environmental audits, etc. may need to be investigated to determine feasibility  
217 of improvements, development or use changes for the ~~Business or real property sold by this Offer/Assets.~~ -Contingencies for  
218 investigation of these issues may be added to this Offer. See lines 469-xxx, 472-xxx or 419xxx. If plant closings or mass layoffs will  
219 occur as a result of this Offer the Parties should review federal and state plant closing laws.

220 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer ~~and Seller~~ acknowledges that any ~~real property/land,~~ building or room  
221 dimensions, or total acreage or building square footage figures, provided to Buyer ~~or by Seller or by a broker,~~ may be approximate  
222 because of rounding, ~~formulas used~~ or other reasons, unless verified by survey or other means. ~~Buyer and Seller also acknowledge~~  
223 ~~that there are various formulas used to calculate total square footage of buildings and that total square footage figures will vary~~  
224 ~~dependent upon the formula used. CAUTION: Buyer and Seller should verify total square footage formula, or acreage figures~~  
225 ~~and real property/land, building or room dimensions, and total acreage or square footage figures, if these figures are~~  
226 ~~material to Buyer's decision to purchase.~~

227 **DELIVERY/RECEIPT** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be  
228 treated in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall  
229 be considered an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal  
230 delivery to, or actual receipt by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice  
231 without the consent of the Party receiving the notice. A Party may not unilaterally reinstate a contingency after a notice of a  
232 contingency waiver has been received by the other Party. The delivery/receipt provisions in this Offer may be modified when  
233 appropriate, e.g. when mail delivery is not desirable (see lines 24-30). Buyer and Seller authorize the agents of Buyer and Seller to

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234 ~~distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for~~  
235 ~~the transaction.~~

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

239 If Buyer defaults, Seller may:

240 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

241 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) ~~direct Broker to return~~

242 ~~the earnest money and have the option to~~ sue for actual damages.

243 If Seller defaults, Buyer may:

244 (1) sue for specific performance; or

245 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

246 In addition, the Parties may seek any other remedies available in law or equity.

247 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the  
248 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of  
249 the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those  
250 disputes covered by the arbitration agreement.

251 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ**  
252 **THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE**  
253 **OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER**  
254 **THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL**  
255 **ADVICE IS NEEDED.**

256 **ENTIRE AGREEMENT CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and  
257 Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and  
258 inures to the benefit of the Parties to this Offer and their successors in interest. ~~Note: Consult appropriate advisors for tax,~~  
259 ~~license or other questions.~~

260 **PROPERTY ADDRESS:** \_\_\_\_\_

261  **ENVIRONMENTAL EVALUATION CONTINGENCY:** ~~This Offer is contingent upon a qualified independent environmental consultant~~  
262 ~~of Buyer's choice conducting an Environmental Site Assessment of the Assets (see lines xxx-xxx), at (Buyer's) (Seller's) expense STRIKE~~  
263 ~~ONE ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines xxx-xxx) is~~  
264 ~~defined to also include a material violation of environmental laws, a material contingent liability affecting the Assets arising under any~~  
265 ~~environmental laws, the presence of an underground storage tank(s) or material levels of hazardous substances either on the Assets or~~  
266 ~~presenting a significant risk of contaminating the Assets due to future migration from other properties. Defects do not include conditions~~  
267 ~~the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.~~

268  **CONTINGENCY SATISFACTION:** ~~This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of~~  
269 ~~acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the~~  
270 ~~Environmental Site Assessment report to which Buyer objects (Notice of Defects).~~

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

272  **RIGHT TO CURE:** Seller (shall) (shall not) ~~STRIKE ONE~~ / "shall" if neither is stricken have a right to cure the Defects. If Seller has the  
273 right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of  
274 Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a  
275 written report detailing the work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the  
276 Notice of Defects and written Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to  
277 cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

278 **ENVIRONMENTAL EVALUATION/INSPECTION CONTINGENCY:** This Offer is contingent upon: **CHECK THOSE THAT APPLY**

279  A qualified independent environmental consultant of Buyer's choice conducting an environmental site assessment (see lines  
280 303-315) of the Real Property, at (Buyer's)(Seller's) expense ~~STRIKE ONE~~, which discloses no environmental defects as defined at  
281 lines 316-320.

282  A qualified independent inspector of Buyer's choice conducting an inspection of the Real Property, and \_\_\_\_\_  
283 \_\_\_\_\_, at (Buyer's)(Seller's) ~~STRIKE ONE~~ expense, which discloses no defects as defined at lines 330-333.  
284 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the  
285 environmental site assessment / inspection report(s) and a written notice listing the defect(s) identified in the environmental site  
286 assessment / inspection report(s) to which Buyer objects. Defects do not include conditions the nature and extent of which Buyer had  
287 actual knowledge or written notice before signing the Offer. Buyer agrees to deliver a copy of the report and notice to listing broker, if  
288 Real Property is listed, promptly upon delivery to Seller.

289 **LEASED PROPERTY** For If any Real Property Estate included in the purchase price which is currently leased and if lease(s) extend  
290 beyond closing, Seller shall assign Seller's rights under the lease(s) and transfer all security deposits and prepaid rents thereunder to  
291 Buyer at closing. The terms of the (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are \_\_\_\_\_

292 \_\_\_\_\_

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243 ■ If the real property occupied by the Business is owned by Seller, but not sold by this Offer, Seller:  Check ONE  
244  agrees to lease the ~~Real property Estate~~ to Buyer on the following terms: \_\_\_\_\_  
245 \_\_\_\_\_  
246  agrees to lease the ~~Real property Estate to Buyer~~ according to the terms of the lease made a part of this agreement per  
247 line 449xxx.

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248 ■ If the real property occupied by the Business is owned by a third party and is currently leased to Seller, then  CHECK ONE  
249  Seller agrees to assign its interest in the ~~Lease for the Real Estate~~ to Buyer, if assignable. (See lines 434xxx-437xxx.)  
250  Buyer will not accept an assignment of Seller's interest in the ~~Lease~~.

251  **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the ~~Property Assets for the purpose of:~~ \_\_\_\_\_  
252 \_\_\_\_\_  
253 \_\_\_\_\_ [insert proposed use and type and size of  
254 the Assets or Business, if applicable; e.g. restaurant and tavern business with capacity of 350 and 3 second floor dwelling units]. The  
255 optional provisions checked on lines 423xxx-439xxx shall be deemed satisfied unless Buyer delivers to Seller by the deadline(s) set  
256 forth on lines 423xxx-439xxx written notice specifying those items which cannot be satisfied and written evidence substantiating why  
257 each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void.  
258 Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 423xxx-439xxx.

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259  **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within \_\_\_\_\_ days of  
260 acceptance, at (Buyer's) (Seller's)  STRIKE ONE ("Buyer's" if neither is stricken) expense, copies of all public and private  
261 easements, covenants and restrictions affecting the ~~Property Assets~~ and a written determination by a qualified independent third  
262 party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines  
263 446xxx to 448xxx.

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264  **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)  STRIKE ONE ("Buyer's" if neither is  
265 stricken) expense, all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final  
266 discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items  
267 related to Buyer's proposed use:

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268 \_\_\_\_\_ or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions  
269 which significantly increase the cost of Buyer's proposed use, all within \_\_\_\_\_ days of acceptance of this Offer.

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270  **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, within \_\_\_\_\_ days of acceptance, at (Buyer's)  
271 (Seller's)  STRIKE ONE ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the  
272 ~~Property Assets~~ from public roads.

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273  **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)  STRIKE ONE ("Buyer's" if neither  
274 is stricken) expense, a  rezoning;  conditional use permit;  license;  variance;  building permit;  occupancy permit;   
275 other \_\_\_\_\_ **CHECK ALL THAT APPLY.**

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276 for the ~~Property Assets~~ for its proposed use described at lines 446xxx-448xxx or delivering written notice to Seller if the item(s)  
277 cannot be obtained or can only be obtained subject to conditions which significantly increase the cost of Buyer's proposed use, all  
278 within \_\_\_\_\_ days of acceptance.

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279 **DOCUMENT REVIEW/RECEIPT CONTINGENCY**

280 ■ **BUYER OBTAINING DOCUMENTS.** This Offer is contingent upon Buyer, at Buyer's expense, being able to obtain the following  
281 within the number of days of acceptance specified in each item checked below (consider addressing licenses, permits, etc.)

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282  \_\_\_\_\_ (\_\_\_\_ days).

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283  \_\_\_\_\_ (\_\_\_\_ days).

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284  \_\_\_\_\_ (\_\_\_\_ days).

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285 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of the earlier of: 1) receipt of the final document to  
286 be obtained by Buyer or 2) the latter of the deadlines for Buyer obtaining the documents, delivers to Seller a written notice indicating  
287 that this contingency has not been satisfied. The notice shall identify which document(s) (a) cannot be timely obtained and why they  
288 cannot be obtained, or (b) do not meet the standard set forth for the document(s).

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289 ■ **BUYER TERMINATION RIGHTS:** If Buyer cannot obtain any document by the stated deadline, Buyer may terminate this Offer,  
290 if Buyer delivers a written notice of termination to Seller.

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291 ■ **SELLER DELIVERING DOCUMENTS.** This Offer is contingent upon Seller delivering the following documents to Buyer within the  
292 number of days of acceptance specified in each item checked below:

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293  Documents showing the sale of the ~~Business and included real estate Assets~~ has been properly authorized, if Seller is a business entity (\_\_\_\_  
294 days).

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295  A complete inventory of all included Business Personal Property which shall be consistent with all prior representations (\_\_\_\_  
296 days).

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297  Uniform Commercial Code lien search as to the Business Personal Property included in the purchase price, showing the  
298 Business Personal Property to be free and clear of all liens, other than liens to be released prior to or from the proceeds of closing  
299 (\_\_\_\_ days).

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300  Copies of all leases affecting the ~~Business or business personal property Assets~~, which shall be consistent with all prior  
301 representations (\_\_\_\_ days).

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302  Estimated principal balance of accounts receivable and payable which shall be consistent with all prior representations (\_\_\_\_  
303 days).

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304  Copy of profit and loss statements, balance sheets, business books and records, and income tax returns for the following

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355 years \_\_\_\_\_ which shall be consistent with all prior representations  
356 (\_\_\_ days).  
357  Copies of all current licenses held by Business which indicate that Business holds all licenses required for current operations  
358 (\_\_\_ days).  
359  Copies of franchise agreements, if any, which shall be consistent with all prior representations (\_\_\_ days).  
360  Any agreements restricting Seller from competing with Buyer after closing which shall be consistent with all prior  
361 representations (\_\_\_ days).  
362  Other \_\_\_\_\_  
363  Other \_\_\_\_\_  
364  Other \_\_\_\_\_

365 This document review/receipt contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of the earlier of: 1) Buyer's  
366 receipt of the final document to be obtained/delivered by Seller; or 2) the latter of the deadlines for obtaining or Seller's delivery of the  
367 documents, delivers to Seller a written notice indicating that this contingency has not been satisfied. The notice shall identify which  
368 document(s): (a) have not been timely obtained/delivered; or (b) do not meet the standard set forth for the document(s).

369 **BUYER TERMINATION RIGHTS:** If Seller does not make timely delivery of any document by the stated deadline; Buyer may  
370 terminate this Offer if Buyer delivers a written notice of termination to Seller prior to Buyer's Actual Receipt of the document(s)  
371 identified in Buyer's written notice as not having been timely received.

372 Buyer shall keep all information reviewed confidential until closing. If this Offer does not close Buyer shall promptly return all  
373 documents received from Seller.

374 **ADDITIONAL PROVISIONS**  
375 \_\_\_\_\_  
376 \_\_\_\_\_  
377 \_\_\_\_\_

378 **SALES TAX** Sales tax, if any, shall be paid by Seller. Seller agrees to ~~inactivate or cancel and~~ surrender Seller's sales permit in a  
379 timely manner. In compliance with Wis. Stat. § 77.52(18), ~~Wis. Stat.~~ Seller agrees to escrow the sum of \$ \_\_\_\_\_  
380 out of the purchase price to be held by \_\_\_\_\_  
381 \_\_\_\_\_ and to be released to Seller when Seller provides the escrow agent with  
382 a receipt from the Department of Revenue that any sales tax due and owing has been paid, or a certificate that no amount is due.

383 **REAL PROPERTY TITLE EVIDENCE**  
384 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the **Real property Estate** by warranty  
385 deed (~~trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as~~  
386 **provided herein**) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered  
387 under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and  
388 covenants, general taxes levied in the year of closing and \_\_\_\_\_ (provided none of the  
389 foregoing prohibit present use of the real property), which constitutes merchantable title for purposes of this transaction. **Exceptions**  
390 **to warranty of merchantable title also include \_\_\_\_\_ and any present uses of the Assets in violation of the foregoing**  
391 **disclosed by Seller or known to Buyer on the date of this Offer.** Seller further agrees to complete and execute the documents  
392 necessary to record the conveyance. **WARNING: Municipal and zoning ordinances, recorded building and use restrictions,**  
393 **covenants and easements may prohibit certain improvements or uses and therefore should be reviewed, particularly if**  
394 **Buyer contemplates making improvements to Property the Assets or a use other than the current use.**

395 **FORM-OF TITLE EVIDENCE:** Seller shall give evidence of title to the Real Estate in the form of an owner's policy of title insurance  
396 in the amount of the value of the Real Estate on a current ALTA form issued by an insurer licensed to write title insurance in  
397 Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required  
398 by Buyer's lender.

399 **CAUTION: MODIFY AMOUNT OF OWNER'S POLICY OF TITLE INSURANCE IF TITLE POLICY WILL INSURE TITLE TO**  
400 **ASSETS OTHER THAN REAL ESTATE.**  
401 shall give evidence of title to the real property in the form of an owner's policy of title insurance in the amount of the value of the real  
402 property on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: MODIFY AMOUNT**  
403 **OF OWNER'S POLICY OF TITLE INSURANCE IF TITLE POLICY WILL INSURE TITLE TO PROPERTY OTHER THAN REAL**  
404 **PROPERTY. CAUTION: IF TITLE EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND**  
405 **INSERT ABSTRACT PROVISIONS.**

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

411 **PROVISION OF MERCHANTABLE TITLE:** ~~Seller shall pay all costs of providing title evidence.~~ For purposes of closing, title  
412 evidence shall be acceptable if the ~~required title insurance~~ commitment ~~for the required title insurance~~ is delivered to Buyer's attorney  
413 or Buyer not ~~less more than 3-business~~ \_\_\_\_\_ days ~~before closing~~ after acceptance ("15" if left blank), showing title to  
414 the ~~Property-Real Estate~~ as of a date no more than 15 days before delivery of such title evidence to be merchantable ~~per lines xxx-~~

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415 xxx, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions,  
416 as appropriate. ~~CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE COMMITMENT~~

417 ~~PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE EFFECTIVE~~  
418 ~~DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.~~

419 ■ ~~TITLE NOT ACCEPTABLE FOR CLOSING:~~ If title to the Real property Estate is not acceptable for closing, Buyer shall notify  
420 Seller in writing of objections to title within \_\_\_\_\_ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's  
421 attorney by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding \_\_\_\_\_ days ("5" if  
422 left blank) 15 days, from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to  
423 remove the objections, and by the time set for closing, shall be extended as necessary for this purpose. In the event that Seller is  
424 unable to remove said objections, Buyer shall have 5 days from receipt of may notice thereof, to deliver to Seller written notice  
425 waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall  
426 deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not  
427 extinguish Seller's obligations to give merchantable title to Buyer.

428 ■ ~~SPECIAL ASSESSMENTS/OTHER EXPENSES:~~ Special assessments, if any, levied or for work actually commenced or levied  
429 prior to date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

430 ~~CAUTION: Consider a special agreement if area assessments, property owner's association assessments, special charges~~  
431 ~~for current services under Wis. Stat. § 66.0627, or other expenses are contemplated. "Other expenses" are one-time charges~~  
432 ~~or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter,~~  
433 ~~street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-~~  
434 ~~up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as~~  
435 ~~defined in Wis. Stat. § 66.0617(1)(f), § 66.55(1)(e) & (f).~~

436 ~~BULK SALES:~~ Seller shall comply with the Bulk Transfers Law (Chapter 406, Wis. Stats.), if applicable. ~~The delivery of a fully~~  
437 ~~executed copy of this Offer to Seller shall constitute a written demand for a list of creditors and for the preparation of a schedule of~~  
438 ~~the personal property transferred, as required by the Bulk Transfers Law.~~

439 ~~RENTAL WEATHERIZATION:~~ ~~Unless otherwise provided,~~ this transaction (is) (is not) STRIKE ONE (is "is" if neither is stricken)  
440 exempt from State of Wisconsin Rental Weatherization Standards (Wisconsin Administrative Code, Comm. Ch. SPS 367). If not  
441 exempt, (Buyer) (Seller) STRIKE ONE ("Buyer" if neither is stricken) shall be address which Party is responsible for compliance, including  
442 all costs with Wisconsin Rental Weatherization Standards (See lines 169-172 or 419). If Seller is responsible for compliance, Seller shall  
443 provide a Certificate of Compliance at closing.

#### 444 **EARNEST MONEY**

445 ■ ~~HELD BY:~~ Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (B)buyer's  
446 agent broker if Property Assets is/are not listed or Seller's account if no broker is involved), until applied to purchase price or  
447 otherwise disbursed as provided in the Offer.

448 ~~CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties~~  
449 ~~or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.~~

450 ■ ~~DISBURSEMENT:~~ If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after  
451 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At  
452 closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be  
453 disbursed according to a written disbursement agreement signed by all Parties to this Offer (Note: Wis. Adm. Code § RL 18.09(1)(b)  
454 provides that an offer to purchase is not a written disbursement agreement pursuant to which the broker may disburse). If said  
455 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse the  
456 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a  
457 court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other  
458 disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader  
459 action per (2) and broker may deduct from the earnest money any costs and reasonable attorney's fees, in an amount up to \$1,000  
460 but no more than one-half of the earnest money not to exceed \$250, prior to disbursement.

461 ■ ~~LEGAL RIGHTS/ACTION:~~ Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to  
462 this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per  
463 (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with  
464 broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has  
465 jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other  
466 earnest money disputes. ~~The~~ Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in  
467 case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in  
468 accordance with this Offer or applicable Department of Regulation Safety and Licensing Professional Service regulations concerning  
469 earnest money. See Wis. Admin. Code Ch. REEBL 18.

470 ~~NOTE: WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CONCERNING THE LEGAL~~  
471 ~~RIGHTS OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR~~  
472 ~~CONVEYANCE. NOTE: AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE OR OPINIONS REGARDING THIS~~  
473 ~~CONTRACT IS REQUIRED.~~

#### 474 **DEFINITIONS**

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475 ■ ACCEPTANCE: Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures  
476 on separate but identical copies of the Offer. CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider  
477 whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.

478 ■ ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice  
479 physically in the Party's possession, regardless of the method of delivery.

480 ■ BUSINESS PERSONAL PROPERTY: "Business personal property" is defined as all tangible and intangible personal property and  
481 rights in personal property owned by Seller and used in the Business as of the date of this Offer, including, but not limited to,  
482 furniture, trade fixtures and equipment, tools used in business, telephone numbers and listings; if transferable, customer lists, trade  
483 names, intellectual property, Internet domain names, digital media, digital marketing, databases, business records, supplies, leases,  
484 advance lease deposits, customer deposits, signs, all other personal property used in Business, and if transferable, all permits,  
485 special licenses and franchises, except those assets disposed of in the ordinary course of business or as permitted by this Offer.

486 **CAUTION: Identify on lines xx-xx Business Personal Property not included in the purchase price or not exclusively owned**  
487 **by Seller, such as licensed or rented personal property, tenants' personal property and tenants' trade fixtures.**

488 ■ CONDITIONS AFFECTING THE BUSINESS, ASSETS OR TRANSACTION: A "condition affecting the Business, Assets or transaction" is  
489 defined to include, but is not limited to, the following:

490 (a) Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Business  
491 or Assets, or the present use of the Business or Assets;

492 (b) Violation of federal, state or local regulation, ordinances, laws or rules, or government agency or court order requiring repair, alteration or  
493 correction of any existing condition; or any potential, threatened or pending claims against the Business or materially affecting the Assets;

494 (c) Material violation of the Americans with Disabilities Act (ADA) or other state or local laws requiring minimum accessibility for persons with  
495 disabilities. Note: a Building owner's or tenant's obligations under the ADA may vary dependent upon the financial or other capabilities of the  
496 building owner or tenant;

497 (d) Completed or pending reassessment of the Assets;

498 (e) Structural or mechanical system Defects in the Assets;

499 (f) Zoning or building code violations, any land division involving the Assets for which required state or local approvals were not obtained,  
500 nonconforming structures or uses, conservation easements, rights-of-way, encroachments; easements, other than recorded utility easements;  
501 covenants, conditions and restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or leased parking,

502 (g) Construction or remodeling on the Assets for which required state or local approvals were not obtained;

503 (h) Any portion of the Assets being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or federal regulations;

504 (i) That a structure which the Business occupies or which is located on the Real Estate sold by this Offer is designated as a historic building or  
505 that any part of a structure which the Business occupies or the Real Estate sold by this Offer is in a historic district; or burial sites or archeological  
506 artifacts on the Real Estate.

507 (j) Material violations of environmental laws or other laws or agreements regulating the Business or the use of the Assets;

508 (k) Conditions constituting a significant health or safety hazard for occupants of the Assets;

509 (l) Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to hazardous or toxic substances or medical or  
510 infectious waste located on the premises which the Business occupies or on the Assets or previous storage of material amounts of hazardous  
511 substances or medical or infectious waste on the premises which the Business occupies or on the Assets;

512 (m) Assets are subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county  
513 shoreland zoning ordinances, which obligates the owner of the Assets to establish or maintain certain measures related to shoreland conditions  
514 and which is enforceable by the county.

515 (n) Flooding, standing water, drainage problems or other water problems on or affecting the Assets; material damage from fire, wind, floods,  
516 earthquake, expansive soils, erosion or landslides; or significant odor, noise, water intrusion or other irritants emanating from neighboring  
517 property.

518 (o) Underground or aboveground storage tanks for storage of flammable, combustible or hazardous materials including but not limited to  
519 gasoline and heating oil, which are currently or which were previously located on the premises which the Business occupies or on the Assets;

520 (p) High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Assets;

521 (q) Any material defects in any of the equipment, appliances, business fixtures, fixtures, tools, furniture or other Business Personal Property  
522 included in the transaction, and Seller further warrants that all will be in good working order on the day of closing;

523 (r) Any encumbrances on the Business, all integral parts thereof, or the Assets, except as stated in this Offer and in any schedule attached to it;

524 (s) Any litigation, government proceeding or investigation in progress, threatened or in prospect against or related to the Business or the Assets;

525 (t) Any road change, road work or change in road access which would materially affect the present use or access to the Business or the Assets;

526 (u) Any right granted to underlying lien holder(s) to accelerate the debtor's obligation by reason of the transfer of ownership of Business or the  
527 Assets, or any permission to transfer being required and not obtained;

528 (v) Any unpaid Business taxes such as: income; sales; payroll; Social Security; unemployment; or any other employer/employee taxes due and  
529 payable or accrued;

530 (w) A material failure of the financial statements, or schedules to the financial statements, to present the true and correct condition of the  
531 Business as of the date of the statements and schedules or a material change in the financial condition or operations of the Business since the  
532 date of the last financial statements and schedules provided by Seller, except for changes in the ordinary course of business which are not in the  
533 aggregate materially adverse;

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534 (x) Unresolved insurance claims, outstanding lease or contract agreements, back wages, product liability exposure, unpaid insurance premiums,  
535 unfair labor practice claims, unpaid past due debts,  
536 (y) Other Defects affecting the Assets or conditions or occurrences which would significantly reduce the value of the Business or Assets to a  
537 reasonable person with knowledge of the nature and scope of the condition or occurrence.  
538 ■ **CONDITIONS AFFECTING THE BUSINESS, INCLUDED PROPERTY OR THE TRANSACTION**  
539 A "condition affecting the Business, included property or the transaction" is defined as follows:  
540 (a) Planned or commenced public improvements which may result in special assessments or otherwise materially affect the  
541 Business or included property, the present use of the Business or included property sold by this Offer;  
542 (b) Government agency or court order requiring repair, alteration or correction of any existing condition;  
543 (c) Material violation of the Americans with Disabilities Act (ADA) or other state or local laws requiring minimum accessibility for  
544 persons with disabilities. Note: a Building owner's or tenant's obligations under the ADA may vary dependant upon the financial or  
545 other  
546 capabilities of the building owner or tenant;  
547 (d) Completed or pending reassessment of the real property or business personal property sold by this Offer for tax purposes;  
548 (e) Structural inadequacies which if not repaired will significantly shorten the expected normal life of the real property sold by this  
549 Offer;  
550 (f) Any land division involving the real property sold by this Offer, for which required state or local approvals were not obtained;  
551 (g) Construction or remodeling on the real property sold by this Offer for which required state or local approvals were not obtained;  
552 (h) Any portion of the real property sold by this Offer being in a 100 year floodplain, a wetland or shoreland zoning area under local,  
553 state or federal regulations;  
554 (i) That a structure which the Business occupies or which is located on the real property sold by this Offer is designated as a  
555 historic building or that any part of a structure which the Business occupies or the real property sold by this Offer is in a historic  
556 district;  
557 (j) Material violations of environmental laws or other laws or agreements regulating the use of the Business or real property sold by  
558 this Offer;  
559 (k) Conditions constituting a significant health or safety hazard for occupants of the Business or real property sold by this Offer;  
560 (l) Material levels of hazardous substances located on the premises which the Business occupies or on the real property sold by  
561 this Offer or previous storage of material amounts of hazardous substances on the premises which the Business occupies or on the  
562 real property sold by this Offer;  
563 (m) Material levels of medical or infectious waste located on the premises which the Business occupies or on the real property sold  
564 by this Offer or previous storage of material amounts of medical or infectious waste on the premises which the Business occupies or  
565 on the real property sold by this Offer;  
566 (n) Underground storage tanks for storage of flammable or combustible liquids including but not limited to gasoline and heating oil  
567 on the premises which the Business occupies or on the real property sold by this Offer; NOTE: The Wisconsin Administrative Code  
568 contains registration and operation rules for such underground storage tanks.  
569 (o) Underground or aboveground storage tanks for storage of flammable, combustible or hazardous materials including but not  
570 limited to gasoline and heating oil, which are currently or which were previously located on the premises which the Business  
571 occupies or on the real property sold by this Offer;  
572 (p) High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the real  
573 property sold by this Offer;  
574 (q) Any material defects in any of the equipment, appliances, business fixtures, fixtures, tools, furniture or other business personal  
575 property included in the transaction, and Seller further warrants that all will be in good working order on the day of closing;  
576 (r) Any encumbrances on the Business, all integral parts thereof, or the included property being conveyed in conjunction with the  
577 Business, except as stated in this Offer and in any schedule attached to it;  
578 (s) Any litigation, government proceeding or investigation in progress, threatened or in prospect against or related to the Business  
579 or the included property sold by this Offer;  
580 (t) Any road change, road work or change in road access which would materially affect the present use or access to the Business  
581 or the real property included in this Listing;  
582 (u) Any right granted to underlying lien holder(s) to accelerate the debtor's obligation by reason of the transfer of ownership of  
583 Business or other property included in the transaction, or any permission to transfer being required and not obtained;  
584 (v) Any unpaid Business taxes such as: income; sales; payroll; Social Security; unemployment; or any other employer/employee  
585 taxes due and payable or accrued;  
586 (w) A material failure of the financial statements, or schedules to the financial statements, to present the true and correct condition  
587 of the Business as of the date of the statements and schedules or a material change in the financial condition or operations of the  
588 Business since the date of the last financial statements and schedules provided by Seller, except for changes in the ordinary course  
589 of business which are not in the aggregate materially adverse;  
590 (x) Other conditions or occurrences which would significantly reduce the value of the Business or included property to a  
591 reasonable person with knowledge of the nature and scope of the condition or occurrence.  
592 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event  
593 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number

594 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the  
595 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific  
596 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24  
597 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at  
598 midnight of that day.

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

602 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "environmental site assessment" (also known as a "Phase I Site Assessment") (see lines xxx-xxx)  
603 may include, but is not limited to: (1) an inspection of the Real Estate; (2) a review of the ownership and use history of the Real Estate, including a  
604 search of title records showing private ownership of the Real Estate for a period of 80 years prior to the visual inspection; (3) a review of historic  
605 and recent aerial photographs of the Real Estate, if available; (4) a review of environmental licenses, permits or orders issued with respect to the  
606 Real Estate; (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Real Estate; and (6) a review  
607 to determine if the Real Estate is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the  
608 environment including the National Priorities List, the Department of Natural Resources' (DNR) registry of Waste Disposal Sites, the DNR's  
609 Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical  
610 Information System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with  
611 generally recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site  
612 Assessments"), and state and federal guidelines, as applicable.

613 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater  
614 or other testing of the Real Estate for environmental pollution. If further investigation is required, insert provisions for a Phase II Site  
615 Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or  
616 other site evaluation at lines xxx-xxx or xxx-xxx or attach as an addendum per line xxx.**

617 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "environmental site assessment" ("Phase I Site Assessment" or equivalent) (see lines  
618 125-133) may include, but is not limited to: (1) an inspection of the real property; (2) a review of the ownership and use history of the  
619 real property, including a search of title records showing private ownership of the real property for a period of 80 years prior to the  
620 visual inspection; (3) a review of historic and recent aerial photographs of the real property, if available; (4) a review of environmental  
621 licenses, permits or orders issued with respect to the real property; (5) an evaluation of results of any environmental sampling and  
622 analysis that has been conducted on the real property; and (6) a review to determine if the real property is listed in any of the written  
623 compilations of sites or facilities considered to pose a threat to human health or the environment including the National Priorities List,  
624 the Department of Natural Resources' (DNR) registry of Abandoned Landfills, the DNR's Registry of Leaking Underground Storage  
625 Tanks, the DNR's most recent remedial response site evaluation report (including the Inventory of Sites and Facilities Which May  
626 Cause or Threaten to Cause Environmental Pollution). Any "environmental site assessment" performed under this Offer shall comply  
627 with generally recognized industry standards (e.g. current American Society of Testing and Materials "Standards for Environmental  
628 Site Assessments for Commercial Real Estate"), and state and federal guidelines, as applicable. **CAUTION: Unless otherwise  
629 agreed an "environmental site assessment" does not include subsurface testing of the soil or groundwater or other testing  
630 of the Property for environmental pollution.**

631 ■ **ENVIRONMENTAL DEFECT:**

632 An "environmental defect" is defined as a material violation of environmental laws, a material contingent liability affecting the Real  
633 Property arising under any environmental laws, the presence of an underground storage tank(s) or material levels of hazardous  
634 substances either on the Real Property, or presenting a significant risk of contaminating the Real Property, due to future migration  
635 from other properties.

636 ■ **FIXTURES:** A "Fixture" is an item of property, which is on the Real property Estate on the date of this Offer, which is physically attached to or  
637 so closely associated with land and improvements so as to be treated as part of the real estate, including, without limitation, physically attached  
638 items not easily removable without damage to the real property premises, items specifically adapted to the real property premises, and items  
639 customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows;  
640 electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment;  
641 water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage door openers and  
642 remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in  
643 appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on permanent foundations. A "Fixture" does not  
644 include trade fixtures owned by tenants of the Real property Estate. See Lines 11-21.

645 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines xx-xx.**

646 ■ **FIXTURES:** A "Fixture" is an item of property, which is on the real property on the date of this Offer, which is physically attached  
647 to or so closely associated with land and improvements so as to be treated as part of the real estate, including, without limitation,  
648 physically attached items not easily removable without damage to the real property, items specifically adapted to the real property,  
649 and items customarily treated as fixtures. A "fixture" does not include trade fixtures owned by tenants of the real property. See Lines  
650 11-21.

631 ■ ~~INCLUDED PROPERTY:~~ "Included property" is defined as all business personal property (as defined at lines 247-251), real  
632 property and other property of any kind or an interest in any property of any kind which has been included in the purchase price (See  
633 lines 11-21).

634 ■ ~~INSPECTION:~~ An "inspection" is defined as an observation of the included property which does not include testing of the included  
635 property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are  
636 hereby authorized.

637 ■ ~~INSPECTION DEFECT:~~ An "inspection defect" is defined as a structural, mechanical or other condition that would have a  
638 significant adverse effect on the value of the Real Property; that would significantly impair the health and safety of future occupants of  
639 the Real Property; or that if not repaired, removed or replaced would significantly shorten or have a significantly adverse effect on the  
640 expected normal life of the Real Property.

641 ■ ~~TEST:~~ A "test" is defined as the taking of samples of materials such as soils, water or building materials from the included  
642 property and the laboratory or other analysis of these materials. Note: Any contingency authorizing such tests should specify the  
643 areas of the included property sold or leased pursuant to this Offer to be tested, the purpose of the test, (e.g. to determine the  
644 presence or absence of environmental contamination), any limitations on Buyer's testing and any other material terms of the  
645 contingency (e.g. Buyer's obligation to return the included property to its original condition). Seller acknowledges that certain  
646 inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural  
647 Resources.

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

650 \_\_\_\_\_ . If "Time is of the Essence" applies to  
651 a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply  
652 to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs. **TIME IS**  
653 **OF THE ESSENCE** as to all dates and deadlines in this Offer, including but not limited to: earnest money payment(s); binding  
654 acceptance; date of closing and contingency deadlines unless it is agreed that time is not of the essence for a specific date(s) or  
655 deadline(s) at lines 169-172, or in an addendum per line 419. If "Time is of the Essence" applies to a date or deadline, failure to  
656 perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or deadline, then  
657 performance within a reasonable time of the date or deadline is allowed before a breach occurs.

658 **DATES AND DEADLINES** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by  
659 excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.  
660 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin  
661 or Federal law, and other day designated by the President such that the postal service does not receive registered mail or make  
662 regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt  
663 of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a  
664 specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

665 **ADDITIONAL FINANCING PROVISIONS**

666 ■ ~~LAND CONTRACT:~~ If this Offer provides for a land contract both Parties agree to execute a State Bar of Wisconsin Form 44  
667 Land Contract, the terms of which are incorporated into this Offer by reference. Prior to execution of the land contract Seller shall  
668 provide the same evidence of merchantable title as required above and written proof, at or before execution, that the total underlying  
669 indebtedness, if any, is not in excess of the proposed balance of the land contract, that the payments on the land contract are  
670 sufficient to meet all of the obligations of Seller on the underlying indebtedness, and that all creditors whose consent is required have  
671 consented to the land contract sale. Seller may terminate this Offer if creditor approval cannot be obtained. Seller may terminate  
672 this Offer if Buyer does not provide a written credit report which indicates that Buyer is credit worthy based upon reasonable  
673 underwriting standards within 15 days of acceptance. Buyer shall pay all costs of obtaining creditor approval and the credit report.  
674 Seller shall be responsible for preparation and the expense of preparation of all closing documentation, including the land contract.

675 ■ ~~LOAN COMMITMENT:~~ Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly,  
676 and to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or  
677 other financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the  
678 deadline for loan commitment at line 400. ~~Buyer's delivery of a copy of any written loan commitment (even if subject to~~  
679 ~~conditions) shall satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability. CAUTION:~~  
680 ~~BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO~~  
681 ~~SELLER WITHOUT BUYER'S PRIOR APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.~~

682 ~~FINANCING UNAVAILABILITY:~~ If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an  
683 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including  
684 copies of lender(s) rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in the financing  
685 contingency, Seller shall then have 10 days to give Buyer written notice of Seller's decision to finance this transaction on the same  
686 terms set forth in the financing contingency, and this Offer shall remain in full force and effect, with the time for closing extended  
687 accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit  
688 information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

689 ~~SELLER TERMINATION RIGHTS:~~ If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if  
690 Seller delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

711 SELLER FINANCING: If this Offer provides for Seller financing, personal property transferred hereunder shall be subject to a chattel  
712 security agreement and lien rights under the Uniform Commercial Code in favor of Seller.

713 **NOTE: IF PURCHASE IS CONDITIONED ON BUYER OBTAINING FINANCING FOR OPERATIONS OR DEVELOPMENT**  
714 **CONSIDER ADDING A CONTINGENCY FOR THAT PURPOSE.**

715 **PROPERTY ADDRESS:**

716 **ALLOCATION OF PURCHASE PRICE** CHECK LINE XXX OR XXX CHECK LINE 384 OR 392

717  The Parties agree to the following allocation of the purchase price:

718 Goodwill:.....	\$ _____
719 Stock-in-trade (inventory):.....	\$ _____
720 Accounts receivable:.....	\$ _____
721 Business Personal Property:.....	\$ _____
722 Real <del>property</del> Estate Interest:.....	\$ _____
723 Other:.....	\$ _____
724 Total	\$ _____

725  The Parties shall agree on an allocation by the following deadline: (within \_\_\_\_\_ days of acceptance of the Offer)  
726 (\_\_\_\_\_, \_\_\_\_\_) **STRIKE AND COMPLETE AS APPLICABLE**. If the Parties cannot agree  
727 to an allocation by the deadline, the Parties shall submit to binding arbitration. The Parties will share any costs of arbitration equally.  
728 Allocation may take place after closing. **CAUTION: Fair market value of the real property must be determined prior to closing to**  
729 **complete the transfer return per Wis. Stats. § 77.22. The Parties should consult accountants, legal counsel or other**  
730 **appropriate experts, as necessary.**

731 **IF LINE XXX IS NOT MARKED OR IS MARKED N/A LINES XXX-XXX APPLY.**

732  **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written  
733 [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below,  
734 within \_\_\_\_\_ days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$  
735 \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years. Initial  
736 monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Monthly payments may also include 1/12th of the  
737 estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may  
738 not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed  
739 \_\_\_\_\_ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall  
740 be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as  
741 necessary to maintain the term and amortization stated above.

742 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE xxx or xxx.**

743  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_ %.  
744  **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_ %. The initial interest rate  
745 shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % per year.  
746 The maximum interest rate during the mortgage term shall not exceed \_\_\_\_\_ %. Monthly payments of principal and  
747 interest may be adjusted to reflect interest changes.

748 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines xxx-xxx or xxx-xxx  
749 or in an addendum attached per line xxx.

750 **NOTE:** If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that  
751 purpose.

752  **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan,  
753 and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or  
754 another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline  
755 at line xxx. Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall  
756 satisfy Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan  
757 commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if  
758 accompanied by a notice of unacceptability.

759 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the**  
760 **loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO**  
761 **SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A**  
762 **NOTICE OF UNACCEPTABILITY.**

763  **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if  
764 Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

765  **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered  
766 an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including  
767 copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller  
768 shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in  
769 this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not

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770 timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to  
771 determine Buyer's credit worthiness for Seller financing.

772 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party in  
773 control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient  
774 funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to  
775 Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to  
776 allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not  
777 subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of  
778 access for an appraisal constitute a financing contingency.

779  **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Assets appraised at Buyer's  
780 expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of  
781 this Offer indicating an appraised value for the Assets equal to or greater than the agreed upon purchase price. This contingency  
782 shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the appraisal report  
783 which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written  
784 notice of termination.

785 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether  
786 deadlines provide adequate time for performance.**

787  **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain: **CHECK APPLICABLE FINANCING**

788 **BELOW**  
789  land contract financing from Seller at closing as further described at lines 353-361 and 401-418.

790  a \_\_\_\_\_ **INSERT LOAN PROGRAM** (fixed) (adjustable) **STRIKE ONE**

791 rate first mortgage loan commitment as further described at lines 362-381 and 401-414, within \_\_\_\_\_ days of acceptance of this Offer.

792 The financing selected shall be in an amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_

793 years, amortized over not less than \_\_\_\_\_ years. If the purchase price under this Offer is modified, the financed amount,

794 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly

795 payments shall be adjusted as necessary to maintain the term and amortization stated above.

796 **IF FINANCING IS FIXED RATE** the annual rate of interest shall not exceed \_\_\_\_\_ % and monthly

797 payments of principal and interest shall not exceed \$ \_\_\_\_\_.

798 **IF FINANCING IS ADJUSTABLE RATE** the initial annual interest rate shall not exceed \_\_\_\_\_ %. The initial interest rate

799 shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % per year. The

800 maximum interest rate during the mortgage term shall not exceed \_\_\_\_\_ %. Initial monthly payments of principal and

801 interest shall not exceed \$ \_\_\_\_\_. Monthly payments of principal and interest may be

802 adjusted to reflect interest changes. Monthly payments may also include: \_\_\_\_\_. The

803 mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not

804 to exceed \_\_\_\_\_ % of the loan.

805 **OTHER FINANCING TERMS:** \_\_\_\_\_

806 \_\_\_\_\_

807 **IF FINANCING IS BY LAND CONTRACT** \$ \_\_\_\_\_ shall be paid at closing (in addition to earnest money). The interest

808 rate following payment default shall be \_\_\_\_\_ %, the default period shall be \_\_\_\_\_ days for payments and \_\_\_\_\_ days for

809 performance of any other obligations. Interest shall be calculated on a prepaid basis. Any amount may be prepaid on principal

810 without penalty at any time. Buyer understands that if the term of the land contract is shorter than the amortization period a balloon

811 payment will be due at the end of the term.

812  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines xxx-xxx). This Offer is

813 contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property Assets which discloses no Defects.

814 This Offer is further contingent upon a qualified independent inspector or qualified independent third party performing an inspection of

815 \_\_\_\_\_ (list any Property

816 feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the inspection (s) and be

817 responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting from an

818 authorized inspection performed provided they occur prior to the deadline specified at line xxx. Each inspection shall be performed by

819 a qualified independent inspector or qualified independent third party.

820 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as**

821 **any follow-up inspection(s).**

822 **For the purpose of this contingency, Defects (see lines xxx-xxx) do not include conditions the nature and extent of which Buyer had**

823 **actual knowledge or written notice before signing the Offer.**

824 **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of

825 acceptance, delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection

826 report(s) to which Buyer objects (Notice of Defects).

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

828 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If Seller has

829 the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the

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830 ~~Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3)~~  
831 ~~delivering to Buyer a written report detailing the work done within 3 days prior to closing. This Offer shall be null and void if Buyer~~  
832 ~~makes timely delivery of the Notice of Defects and written inspection report(s) and: (1) Seller does not have a right to cure or (2)~~  
833 ~~Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the written~~  
834 ~~notice of election to cure.~~  
835 **ADDENDA** The attached \_\_\_\_\_ is/are made part of this Offer.

836 This Offer was drafted on \_\_\_\_\_ [date] by [Licensee and firm] \_\_\_\_\_  
837 \_\_\_\_\_ on \_\_\_\_\_  
838 **BROKER DRAFTING THIS OFFER ON \_\_\_\_\_ [DATE] IS AGENT OF (SELLER)(BUYER)(DUAL AGENT) STRIKE ONE**

839 Buyer Entity Name (if any): \_\_\_\_\_

840 (x) \_\_\_\_\_  
841 Authorized Signature ▲ Print Name & Title Here ► Date ▲

842 (x) \_\_\_\_\_  
843 Individual Buyer's Signature ▲ Print Name Here ► Date ▲

844 x) \_\_\_\_\_  
845 Authorized Signature ▲ Print Name & Title Here ► Date ▲

846 (x) \_\_\_\_\_  
847 Individual Buyer's Signature ▲ Print Name Here ► Date ▲

(x) \_\_\_\_\_  
— Buyer's Signature ▲ Print Name here: ► Social Security No. or FEIN (Optional) ▲ Date ▲

(x) \_\_\_\_\_  
— Buyer's Signature ▲ Print Name here: ► Social Security No. or FEIN (Optional) ▲ Date ▲

848 Buyer Entity Name (if any): \_\_\_\_\_

849 (x) \_\_\_\_\_  
850 Authorized Signature ▲ Print Name & Title Here ► Date ▲

851 (x) \_\_\_\_\_  
852 Individual Buyer's Signature ▲ Print Name Here ► Date ▲

853 x) \_\_\_\_\_  
854 Authorized Signature ▲ Print Name & Title Here ► Date ▲

855 (x) \_\_\_\_\_  
856 Individual Buyer's Signature ▲ Print Name Here ► Date ▲

857 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line xx of the above Offer.  
\_\_\_\_\_  
Broker (By) \_\_\_\_\_

~~EARNEST MONEY RECEIPT~~ Broker acknowledges receipt of earnest money as per line 9 of the above Offer. **(See lines 217-242)**  
\_\_\_\_\_  
Broker (By) \_\_\_\_\_

858 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE**  
859 **CLOSING AND THE CONVEYANCE OF THE BUSINESS AND INCLUDED PROPERTY IN THIS OFFER ASSETS. THE**  
860 **UNDERSIGNED HEREBY SELLER AGREES TO CONVEY THE ABOVE-MENTIONED BUSINESS AND INCLUDED PROPERTY IN**  
861 **THIS OFFER ASSETS ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**  
862 **COPY OF THIS OFFER.**

863 Seller Entity Name (if any): \_\_\_\_\_

864 (x) \_\_\_\_\_  
865 Authorized Signature ▲ Print Name & Title Here ► Date ▲

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866 (x) \_\_\_\_\_  
867 Individual Seller's Signature ▲ Print Name Here ► Date ▲

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868 (x) \_\_\_\_\_  
869 Authorized Signature ▲ Print Name & Title Here ► Date ▲

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870 (x) \_\_\_\_\_  
871 Individual Seller's Signature ▲ Print Name Here ► Date ▲

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(x) \_\_\_\_\_  
— Seller's Signature ▲ Print Name here: ► Social Security No. or FEIN (Optional) ▲ Date ▲

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(x) \_\_\_\_\_  
— Seller's Signature ▲ Print Name here: ► Social Security No. or FEIN (Optional) ▲ Date ▲

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872 (Seller Entity Name (if any): \_\_\_\_\_

873 (x) \_\_\_\_\_  
874 Authorized Signature ▲ Print Name & Title Here ► Date ▲

875 (x) \_\_\_\_\_  
876 Individual Seller's Signature ▲ Print Name Here ► Date ▲

877 (x) \_\_\_\_\_  
878 Authorized Signature ▲ Print Name & Title Here ► Date ▲

879 (x) \_\_\_\_\_  
880 Individual Seller's Signature ▲ Print Name Here ► Date ▲

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

882 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.  
This Offer was presented to Seller by \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m.

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883 This eOffer is rejected \_\_\_\_\_ I this Offer is countered [See attached counter] \_\_\_\_\_  
884 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲