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**REAL ESTATE CONTRACTUAL FORMS ADVISORY COMMITTEE**  
**Room 121C, 1400 East Washington Avenue, Madison**  
**Contact: Brittany Lewin (608) 266-2112**  
**July 23, 2014**

*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 record of the actions and deliberations of the Board.*

**AGENDA**

**9:30 A.M.**

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

- A. Adoption of Agenda (1)**
- B. Approval of Minutes from May 22, 2014 (2)**
- C. WB-6 Business Listing Contract**
  - 1) WRA Memo with Proposed Changes **(3-4)**
  - 2) WB-6 as modified July 11, 2014 **(5-10)**
- D. WB-16 Business With Real Estate Interest – Offer to Purchase**
  - 1) WRA Memo with Proposed Changes **(11-12)**
  - 2) WB-16 with WB-15 as Modified by Committee on May 22, 2014 **(13-26)**
- E. WB-17 Business Without Real Estate Interest – Offer to Purchase**
  - 1) WRA Memo with Proposed Changes **(27-29)**
  - 2) WB-17 as Modified by Committee on May 22, 2014 **(30-43)**
- F. WB-35 Simultaneous Exchange Agreement**
  - 1) WRA Memo with Proposed Changes **(44-48)**
  - 2) WB-35 as Modified by Committee on May 22, 2014 **(49-60)**
- G. New Business**
- H. Public Comments**

**ADJOURNMENT**

**REAL ESTATE CONTRACTUAL FORMS ADVISORY COMMITTEE  
MEETING MINUTES  
May 22, 2014**

**PRESENT:** Stephen Beers, Debra Conrad, John Drzewiecki (arrived at 11:40 a.m.), Michael Gordon, Cori Lamont, Kim Moermond (arrived at 9:56 a.m.), Michael Sewell, Peter Sveum, Gary Tritz, Thomas Weber

**EXCUSED:** Casey Clickner, Scott Minter, Richard Petershack, Jonathan Sayas

**STAFF:** Brittany Lewin, Executive Director; Karen Rude-Evans, Bureau Assistant

**CALL TO ORDER**

Stephen Beers, Chair, called the meeting to order at 9:45 a.m. A quorum of eight (8) members was confirmed.

**ADOPTION OF AGENDA**

**MOTION:** Debra Conrad moved, seconded by Cori Lamont, to adopt the agenda as published. Motion carried unanimously.

**APPROVAL OF MINUTES**

**MOTION:** Michael Sewell moved, seconded by Gary Tritz, to approve the minutes of March 24, 2014 as published. Motion carried unanimously.

**ADJOURNMENT**

**MOTION:** Debra Conrad moved, seconded by Michael Gordon, to adjourn the meeting. Motion carried unanimously.

The meeting adjourned at 1:32 p.m.

## REVISIONS TO WB-6 BUSINESS LISTING CONTRACT

To: DSPS Real Estate Contractual Forms Advisory Committee  
From: WRA Forms Committee  
Date: July 3, 2014  
RE: **WB-6 Business Listing Contract**

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### Recent Comments and Observations on WB-6 Business Listing Contract

Please note that the WB-6 was not formatted any further since there may be these last few possible tweaks to the form.

◆ **Line 2, Business Name** ó Please add an extra line because both the legal and trade names will need more room than given. **Is that acceptable?**

◆ **Lines 5-8, Business Description** ó Please change this to say "Business Description & Location of Assets" or similar language -- and add one or two more blank lines. If real estate is not included in the listed assets then there is no specific place to indicate the address/present location of the business assets. **Is that acceptable?**

◆ **Lines 204-228, Commission** - One practitioner has asked if language could be added to explicitly include leases as commissionable events. This is from the business broker's commentary:

I would like to again express our appreciation for being included in the committee's discussions on business contracts. Our goal has been to help update the contracts so they reflect the current business transaction environment. As we all know, things have changed in the past few years given the state of the economy and banking and I do not see them going back.

I am not sure that I understand the Department's point of view on the lease subject ó they have added a very detailed section in the WB-16 asking the broker to deal with leases, but do not agree to clearly state in the WB-6 that it is commissionable. The current WB-6, for example, states that a management contract is commissionable, but as a broker, I know that I do not have the authority to negotiate and draft a management contract for the seller to sign. The problem we have is that the seller and their attorney inevitably argue that since a specific scenario is not stated in the listing contract, then they do not owe commission on it.

Since we use these contracts on a regular basis, we do have addenda that cover leases and various other situations. In fact, we have them reviewed and redone occasionally when something new arises. I was hoping that the new contract would streamline our listing contracts as they are rather long with all the attachments. My concern is for a broker that uses the business listing contract only on occasion ó the seller usually says at the time of the listing that they will only sell the business and the property together and wants all cash at closing. When a strong, qualified buyer presents an offer for the business and wants to lease the property, many times the seller will then see the benefit in that type of transaction.

⇒ **The DSPS Real Estate Contractual Forms requested draft language to consider for this point. Below is one attempt at language for this purpose. Any other suggestions are most welcome!**

[COMMISSION] Broker's commission shall be \_\_\_\_\_ % or \_\_\_\_\_  
\_\_\_\_\_ whichever is greater.

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

1 .

8) Seller enters into lease(s) involving all or any part of the Assets during the term of this Listing.

If this is done, then item 8) would need to be added in lines 219-221, for instance, on line 220 in the list of items where the commission is based on list price: "calculated based on the list price under 3) (if an exchange of all Assets), 4), 5), 6) or 7)." **Add 8) to that list??**

◆ **Lines 204 and 205 "Commission"** -- As for another request regarding the commission section, a business practitioner has commented that many times there may be one commission rate for the business personal property and a different commission rate on the real estate ó the practitioner has asked to modify the commission lines to make them a little bit more flexible to accommodate two rates. That way they do not have to add an addendum or an explanation in additional provisions.

For example, "Broker's commission shall be 10 % or \$20,000 whichever is greater on the business personal property and 5% or \$10,000 whichever is greater on the real property. This flexibility would be created by just moving the "whichever is greater" from the end of line 205 where it is now up to the end of line 204.

[COMMISSION] Broker's commission shall be \_\_\_\_\_ % or \_\_\_\_\_  
whichever is greater \_\_\_\_\_.

If the commission was just 10% or \$20,000 and the rest of it did not apply, then the broker would simply dash out the rest of the blank line.

⇒ **Does this suggestion make sense? The WRA Forms Committee had no objections and the broker can modify and work with the blank lines as needed.**

WB-6RevisionsDSPS7-23-14

WB-06 Form 07.11.14 (Format\_Attempt#2)

**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 (include both legal and any trade name): \_\_\_\_\_

3 \_\_\_\_\_

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

5 \_\_\_\_\_

6 Business Description: \_\_\_\_\_

7 \_\_\_\_\_

8 \_\_\_\_\_ (lines 2-7 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 ■ **LIST PRICE:** \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

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

15 \_\_\_\_\_  
16 \_\_\_\_\_ [STRIKE AND COMPLETE AS APPLICABLE] (hereinafter collectively the "Assets").

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

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

19 \_\_\_\_\_.

20 ■ **INTEREST IN REAL ESTATE [CHECK BOX ON LINE XX OR XX, AS APPLICABLE]:**

21  **NO INTEREST IN REAL ESTATE INCLUDED IN LIST PRICE**

22  **DESCRIPTION OF INTEREST IN REAL ESTATE INCLUDED IN LIST PRICE:**

23 Street address is: \_\_\_\_\_

24 \_\_\_\_\_ in the \_\_\_\_\_ of \_\_\_\_\_

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

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

27 The Real Estate is leased to: \_\_\_\_\_ (see lines xx-xx)

28 The interest in the Real Estate included in the list price is:  ownership  leasehold  assignment of existing lease

29  other: \_\_\_\_\_. Insert any additional description, including further description

30 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.

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

33 \_\_\_\_\_

34 \_\_\_\_\_

35 **MARKETING** Seller authorizes and Broker agrees to use reasonable efforts to procure a buyer for the Assets. Broker's marketing may

36 include: \_\_\_\_\_

37 \_\_\_\_\_

38 Broker may advertise the following special financing and incentives offered by Seller: \_\_\_\_\_

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: \_\_\_\_\_

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

49 ■ **EXCLUSIONS:** All persons who may acquire an interest in the Assets as a Protected Buyer under a prior listing contract are

50 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

51 date of this Listing, Seller agrees to deliver to Broker a written list of all such prospective buyers. The following other buyers are

52 excluded from this Listing until \_\_\_\_\_ [INSERT DATE]: \_\_\_\_\_

53 \_\_\_\_\_ . These other buyers are no longer excluded from this Listing after the specified date unless,  
54 on or before the specified date, Seller has either accepted an offer from the buyer or sold the Assets to the buyer.

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

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

64 **DOCUMENTS AND RECORDS** Seller agrees to promptly deliver all financial, business or other records, documents or other  
65 materials related to the Assets or transaction required in connection with the marketing or sale. **Seller warrants that all written**  
66 **documents and records given to Broker in conjunction with the marketing or sale of the Assets shall be true and accurate.**  
67 Seller agrees to hold Broker harmless from **loss or liability resulting from** Broker's use of these documents and records, **including but**  
68 **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  
69 documents and records. Seller authorizes Broker to distribute any or all of the documents and records given to Broker to prospective  
70 buyers and their business, legal or tax counsel.

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

82 **SELLER'S DISCLOSURE REPORT(S)** Wis. Admin. Code Chapter REEB 24 requires listing brokers to make inquiries of the seller on the  
83 condition of real estate and request that the Seller provide a written response to the broker's inquiry. If there is an interest in Real Estate  
84 included in the list price, Seller agrees to complete and provide the Broker with a written property condition report or vacant land disclosure  
85 report as applicable or required by law. Broker may also request that Seller complete disclosure report(s) pertaining to Assets other than Real  
86 Estate and Seller agrees to complete and provide such written report(s). Seller agrees complete all reports to the best of Seller's knowledge.  
87 Seller agrees to promptly amend the report(s) to include any information that would change a response if Seller learns of such information after  
88 completion of the report(s), but before acceptance of a buyer's offer to purchase. Seller authorizes Broker to distribute any report(s) completed  
89 by Seller regarding the Real Estate or Assets other than Real Estate to all interested parties and their agents inquiring about the Assets. Seller  
90 acknowledges that Broker has a duty to disclose all Material Adverse Facts, as required by law.

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

166

167

168

169

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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 NOTE: Each item on lines 207-218 is a commissionable event, and the commission due shall be the aggregate of the amounts  
220 earned for all commissionable events.

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

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

231 ■ **COMPENSATION TO OTHERS:** Broker offers the following commission to cooperating brokers: \_\_\_\_\_  
232 \_\_\_\_\_ (Exceptions if any): \_\_\_\_\_.

233 **NOTICE:** Broker has the authority under section 779.32 of the Wisconsin Statutes to file a broker lien for commissions or  
234 compensation earned but not paid when due against the commercial real estate, or the interest in the commercial real estate,  
235 if any, that is the subject of this Listing. "Commercial real estate" includes all real estate except (a) real property containing  
236 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not contain any buildings or  
237 structures, and (c) real property that is zoned for agricultural purposes.

238 ■ **DEFINITIONS:**

239 **ADVERSE FACT:** An "Adverse fact" means any of the following:  
240 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:  
241 1) Significantly and adversely affecting the value of the property;  
242 2) Significantly reducing the structural integrity of improvements to real estate; or  
243 3) Presenting a significant health risk to occupants of the property.  
244 (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  
245 contract or agreement made concerning the transaction.

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

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

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

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

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

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

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

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

280 **PROTECTED BUYER:** "Protected buyer" means a buyer who personally, or through any Person Acting on Behalf of Buyer, during  
281 the term of this Listing: 1) delivers to Seller or Broker a written offer to purchase, exchange or option on the Assets; 2) negotiates  
282 directly with Seller by discussing with Seller the potential terms upon which buyer might acquire an interest in the Assets; or 3) attends  
283 an individual showing of the Assets or discusses with Broker or cooperating brokers the potential terms upon which buyer might acquire  
284 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  
285 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  
286 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  
287 requested that the buyer's identity remain confidential, by delivery of a written notice identifying the broker with whom the buyer  
288 negotiated and the date(s) of any showings or other negotiations. A Protected Buyer also includes any Person Acting on Behalf of  
289 Buyer joined in interest with or otherwise acting on behalf of a Protected Buyer, who acquires an interest in the Assets during the  
290 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 ▲

**REVISIONS TO WB-16 OFFER TO PURCHASE – BUSINESS WITH REAL ESTATE INTEREST**

To: DSPS Real Estate Contractual Forms Advisory Committee  
From: WRA Forms Committee  
Date: July 7, 2014  
RE: **WB-16 Offer to Purchase - Business with Real Estate Interest**

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The starting point was the 2001 WB-16 Offer to Purchase - Business with Real Estate. This may be viewed on the DSPS web site at <http://dsps.wi.gov/Documents/Credentialing%20Forms/Business%20Application%20Forms/WB-16.pdf>. This memo relating to the WB-16 and the accompanying draft discusses the modifications adopted by the DSPS Real Estate Contractual Forms Advisory Committee at its last meeting on May 22, 2014. The document marked WB-16 WB-15 Changes Dec16 (edited 5 22 14) shows the changes the DSPS Committee made to the WB-16 Offer to Purchase ó Business with Real Estate Interest at its last meeting (hereinafter referred to as the May 22 draft).

**Note that the May 22 draft has been modified as was noted during the course of the May 22 meeting so as to make the language in the WB-16 and the WB-17 the same in certain sections where it was brought up during the discussion of one form and noted that the other should be made to have the same language. Thus, there are a few areas where the May 22 has been further modified by the WRA and those areas are all highlighted in Yellow. These may include lines 159-161, 488, 615, 708-709.**

**WB-16 Draft**

The following discussion addresses the March 24 draft:

- ◆ GENERAL PROVISIONS, Line 3: This Committee included the type and state of organization prompt at the beginning. **More blank line space should be added.**
- ◆ Business Operation, Lines 136-138: The DSPS Committee agreed to remove the language that says “and Seller further warrants that all will be in good working order on the day of closing” from line 488 but that was not captured in the May 22 draft and will need to be pointed out once again. The DSPS committee did add the following and instead adding the following to the end of line 138: “Seller shall maintain the equipment, appliances, business fixtures, fixtures, tools, furniture and other Business Personal Property in substantially the same working order as of the date of acceptance of this Offer.” The thought is to remove the warranty by the seller and include a statement specifically addressing working order.

**FORMATTING NOTE:** Underlines should be added to BUYER OBTAINING DOCUMENTS (line 307), SELLER DELIVERING DOCUMENTS (line 318), CONDITIONS AFFECTING THE BUSINESS, ASSETS OR TRANSACTION (line 448), DEFICIENCY (line 518).

**FORMATTING NOTE:** Included in Purchase Price, lines 20-53 and Allocation of Purchase Price, lines 554-571: One suggestion that has been made is to move the Allocation of Purchase Price section and place it after line 53.

◆ EARNEST MONEY/LEGAL RIGHTS/ACTION, lines 430-433: The WB-16 draft was modified to say: "Small Claims Court has jurisdiction with regard to civil actions involving amounts claimed up to the amount specified in Wis. Stat. Ch. 799." The same language is in the WB-17.

**FORMATTING NOTE: TIME IS OF THE ESSENCE, lines 548-552** A box will be needed when formatting around "STRIKE AS APPLICABLE."

**FORMATTING NOTE: PROPERTY ADDRESS, line 553**: this should be removed. It became scrambled within the form and originally was the page identifier from the top of a page.

**FORMATTING NOTE**: on line 567 "party" should be "Party"; on line 569 "parties" should be "Parties."

**FORMATTING NOTE**: restate line 572: **IF NEITHER LINE xxx and OR xxx IS NOT-MARKED OR IS-IF BOTH ARE MARKED N/A LINES xxx-xxx APPLY.**

**FORMATTING NOTE**: lines 580, 624 and 646 are empty.

**FORMATTING NOTE**: text size needs adjustment in FINANCING UNAVAILABILITY on lines 612-618 and 642-645.

◆ FINANCING UNAVAILABILITY, lines 612-618: Yellow highlights in the May 22 draft are WRA grammatical additions: brackets " " to signify box in final formatting " " and apostrophes around "shall not".

◆ SELLER FINANCING: FIRST OR SECOND SECURED LIEN, lines 619-623: make fonts uniform

**FORMATTING NOTE**: text should run all the way to the right margin in the APPRAISAL CONTINGENCY on lines 662-666 and 688-690.

**FORMATTING NOTE**: adjust text size on line 732, remove/adjust line numbers in signature lines sections.

**PLEASE BE READY TO DISCUSS ANY FURTHER CHANGES YOU SEE A NEED TO MAKE; THIS IS NOW IN THE FORMATTING STAGE!!**

WB16RevisionsDSPS7-23-14

**WB-16 OFFER TO PURCHASE – BUSINESS WITH REAL ESTATE INTEREST**

**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 ~~GENERAL PROVISIONS~~ The Buyer, (if entity, include type and state of organization)

4 \_\_\_\_\_  
5 \_\_\_\_\_, offers to purchase the Assets of the Business known as: Business  
6 Name (include both legal name and any trade names) \_\_\_\_\_

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

9 Business Description: \_\_\_\_\_

10 \_\_\_\_\_

11 \_\_\_\_\_

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

13 Insert additional description, if any, at lines xxx-xxx or attach as an addendum per line xxx. The terms of Buyer's offer are as follows:

14 ■ PURCHASE PRICE: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

15 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).  
16 ■ EARNEST MONEY of \$ \_\_\_\_\_ accompanies this Offer and earnest money of \$ \_\_\_\_\_  
17 will be mailed, or commercially or personally delivered within \_\_\_\_\_ days of acceptance to listing broker or

18 \_\_\_\_\_.

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

20 ■ INCLUDED IN PURCHASE PRICE Seller shall include in the purchase price the following:

21 **DESCRIPTION OF INTEREST IN REAL ESTATE:**

22 Street address is: \_\_\_\_\_

23 in the \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_,

24 Wisconsin (the "Real Estate").

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

26 \_\_\_\_\_.

27 The Real Estate is leased to: \_\_\_\_\_

28 \_\_\_\_\_ (see lines xxx-xxx).

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

30  \_\_\_\_\_ Insert any additional description, including further description

31 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.

32 **DESCRIPTION OF OTHER ASSETS:**

33 Seller shall also include in the purchase price (unless excluded at lines xx-xx) the Assets of the Business including all goodwill, stock-  
34 in-trade, trade fixtures, accounts receivable, all Business Personal Property, Fixtures, and the following additional property (consider  
35 work in process if applicable) \_\_\_\_\_

36 \_\_\_\_\_ ~~STRIKE AND COMPLETE AS APPLICABLE~~

37 (hereinafter, including the interest in Real Estate described above, collectively the "Assets").

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

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

40 \_\_\_\_\_.

41 For the items below, the purchase price shall be based on the following terms: \_\_\_\_\_

42 (a) stock-in-trade \_\_\_\_\_

43 \_\_\_\_\_

44 \_\_\_\_\_

45 (b) accounts receivable \_\_\_\_\_

46 \_\_\_\_\_

47 \_\_\_\_\_

48 (c) Other (eg work in process) \_\_\_\_\_

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

50 \_\_\_\_\_

51 \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

73  (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a commercial  
74 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  
75 Party's delivery address at line xx or xx.

76  (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  
77 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.

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

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

80  (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  
81 this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or  
82 household purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic  
83 documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

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

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

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

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

91 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real  
92 estate taxes, personal property taxes, rents, prepaid insurance (if ~~assumed~~transferred), private and municipal charges, property  
93 owners association assessments, fuel, other prepaid amounts for items being transferred to Buyer, and \_\_\_\_\_

94 \_\_\_\_\_

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

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

98 ( \_\_\_\_\_ ) **STRIKE AND COMPLETE AS APPLICABLE.**

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

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

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

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

106 \_\_\_\_\_

107 \_\_\_\_\_

108 \_\_\_\_\_

109 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**  
110 **substantially different than the amount used for proration especially in transactions involving new construction, extensive**

111 rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding  
112 possible tax changes.

113  Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the  
114 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  
115 receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within  
116 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  
117 the Parties to complete, not the responsibility of the real estate brokers in this transaction.

118 **BUSINESS AND PROPERTY CONDITION PROVISIONS**

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

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

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

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

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

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

127 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 \_\_\_\_\_

128 \_\_\_\_\_

129 \_\_\_\_\_ INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION

130 REPORT(S).

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

136 ■ **BUSINESS OPERATION:** Seller shall continue to conduct the Business in a regular and normal manner and shall use Seller's best  
137 efforts to keep available the services of Seller's present employees and to preserve the goodwill of Seller's suppliers, customers and  
138 others having business relations with Seller. Seller shall maintain the equipment, appliances, business fixtures, fixtures, tools,  
139 furniture and other Business Personal Property in substantially the same working order as of the date of acceptance of this Offer.

140 ■ **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the physical Assets until the earlier of  
141 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear  
142 and tear. If, prior to the earlier of closing or occupancy by Buyer, the physical Assets are damaged in an amount of not more than five  
143 percent (5%) of the purchase price, Seller shall be obligated to repair the damaged property and restore it to the same condition that  
144 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  
145 restoration. If Seller is unable to repair and restore the damaged property, Seller shall promptly notify Buyer in writing and this Offer  
146 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  
147 damage and this Offer may be canceled at the option of Buyer. Should Buyer elect to carry out this Offer despite such damage,  
148 Buyer shall be entitled to any insurance proceeds relating to the damaged property, plus a credit towards the purchase price equal to  
149 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,  
150 any insurance proceeds shall be held in trust for the sole purpose of restoring the physical Assets.

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

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

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

166 ■ **BUYER'S PRE-CLOSING VIEW OF ASSETS:** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or  
167 Seller's agent, Buyer shall have the right to view the Assets solely to determine that there has been no significant change in the  
168 condition of the Assets, except for ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to  
169 cure have been repaired in the manner agreed to by the Parties. **CAUTION: The intention of this paragraph is only to allow**  
170 **Buyer to view the Assets. The Parties should consider separate language to address the specific concerns.**

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

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

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

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

185 If Buyer defaults, Seller may:

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

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

189 If Seller defaults, Buyer may:

190 (1) sue for specific performance; or

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

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

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

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

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

205 **PROPERTY ADDRESS:** \_\_\_\_\_

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

213 **CAUTION: The Parties should consider additional environmental inspection or testing contingencies of the Assets.**

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

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

218 ■ **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  
219 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  
220 Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a  
221 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  
222 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  
223 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.

224 **LEASED REAL ESTATE**

225 ■ **Real Estate Leased to Third Parties,** **CHECK AS APPLICABLE**

226  For any Real Estate included in the purchase price which is owned by Seller and leased to third parties and such lease(s)  
227 extend beyond closing, Seller shall assign Seller's interests and rights under the lease(s) and transfer all security deposits and

228 prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any, are \_\_\_\_\_  
229 \_\_\_\_\_.

230  Seller agrees the lease(s) for the following Real Estate currently owned by Seller and leased to third parties shall terminate  
231 at closing: \_\_\_\_\_  
232 \_\_\_\_\_.

233 ■ **Real Estate Owned by Seller.** If the Real Estate occupied by the Business is owned by Seller, but not sold by this Offer: **CHECK**  
234 **ONE AS APPLICABLE**

235  Seller agrees to lease the Real Estate to Buyer at closing on the following terms: \_\_\_\_\_  
236 \_\_\_\_\_.

237 \_\_\_\_\_.

238  Seller agrees to lease the Real Estate to Buyer at closing according to the terms of the lease attached to this Offer as an  
239 addendum per line xxx.

240  This Offer is contingent upon Seller and Buyer, within \_\_\_\_\_ days from acceptance of this Offer, negotiating the terms of  
241 a written lease for the Real Estate to be executed at closing, with a minimum term from \_\_\_\_\_ to \_\_\_\_\_ and  
242 minimum initial rent of \$ \_\_\_\_\_ per month **STRIKE AND COMPLETE AS APPLICABLE** or this Offer shall be null and void.

243 ■ **Real Estate Leased to Seller.** If the Real Estate occupied by the Business is owned by a third party and leased to Seller, then  
244 **CHECK ONE AS APPLICABLE**

245  Seller agrees to assign its interest in the lease for the Real Estate to Buyer, if assignable. (See lines xxx-xxx.)  
246  This Offer is contingent upon the third party and Buyer, within \_\_\_\_\_ days from acceptance of this Offer, negotiating the  
247 terms of a written lease for the Real Estate to be executed at closing, with a minimum term from \_\_\_\_\_ to \_\_\_\_\_ and  
248 an initial maximum rent of \$ \_\_\_\_\_ per month **STRIKE AND COMPLETE AS APPLICABLE** or this Offer shall be null and  
249 void.

250 **LEASED ASSETS (OTHER THAN REAL ESTATE)**

251 ■ **Assets Leased to Third Parties.** **CHECK AS APPLICABLE**

252  For non-real property Assets included in the purchase price which are owned by Seller and leased to third parties and  
253 such lease(s) extend beyond closing, Seller shall assign Seller's interests and rights under the lease(s) and transfer all security  
254 deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any, are  
255 \_\_\_\_\_  
256 \_\_\_\_\_.

257  Seller agrees the lease(s) for the following Assets currently owned by Seller and leased to third parties shall terminate at  
258 closing: \_\_\_\_\_  
259 \_\_\_\_\_.

260 ■ **Assets Owned by Seller.** If Assets are used by the Business and owned by Seller, but not sold by this Offer, Seller: **CHECK AS**  
261 **APPLICABLE**

262  Seller agrees to lease the following listed Assets to Buyer at closing on the following terms: \_\_\_\_\_  
263 \_\_\_\_\_.

264 \_\_\_\_\_.

265  Seller agrees to lease the following listed Assets to Buyer at closing according to the terms of the lease(s) attached to this  
266 Offer as an addendum per line xxx. Assets: \_\_\_\_\_

267  This Offer is contingent upon Seller and Buyer, within \_\_\_\_\_ days from acceptance of this Offer, negotiating the terms of  
268 a written lease(s) for the following listed Assets to be executed at closing, with a minimum term(s) from \_\_\_\_\_ to  
269 \_\_\_\_\_ and minimum initial rent(s) of \$ \_\_\_\_\_ per month **STRIKE AND COMPLETE AS APPLICABLE** or  
270 this Offer shall be null and void. Assets: \_\_\_\_\_

271 ■ **Assets Leased to Seller.** If Assets used by the Business are owned by a third party and leased to Seller, then **CHECK AS**  
272 **APPLICABLE**

273  Seller agrees to assign its interest in the lease(s) for the following listed Assets to Buyer, if assignable. (See lines xxx-xxx.)  
274 Assets: \_\_\_\_\_

275  This Offer is contingent upon the third party and Buyer, within \_\_\_\_\_ days from acceptance of this Offer, negotiating the  
276 terms of a written lease(s) for the following listed Assets to be executed at closing, with a minimum term(s) from \_\_\_\_\_ to  
277 \_\_\_\_\_ and an initial maximum rent(s) of \$ \_\_\_\_\_ per month **STRIKE AND COMPLETE AS APPLICABLE** or this  
278 Offer shall be null and void. Assets: \_\_\_\_\_

279  **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Assets for the purpose of: \_\_\_\_\_  
280 \_\_\_\_\_  
281 \_\_\_\_\_ [insert proposed use and type and size of  
282 the Assets or Business, if applicable; e.g., restaurant and tavern business with capacity of 350 and 3 second floor dwelling units]. The  
283 optional provisions checked on lines xxx-xxx shall be deemed satisfied unless Buyer delivers to Seller by the deadline(s) set forth on  
284 lines xxx-xxx written notice specifying those items which cannot be satisfied and written evidence substantiating why each specific  
285 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  
286 cooperate with Buyer as necessary to satisfy the contingencies checked at lines xxx-xxx.

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

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

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

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

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

303 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  
304 or can only be obtained subject to conditions which significantly increase the cost of Buyer's proposed use, all within \_\_\_\_\_  
305 \_\_\_\_\_ days of acceptance.

306 **DOCUMENT REVIEW/RECEIPT CONTINGENCY**

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

309  \_\_\_\_\_ (\_\_\_ days).

310  \_\_\_\_\_ (\_\_\_ days).

311  \_\_\_\_\_ (\_\_\_ days).

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

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

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

320  Documents showing the sale of the Assets has been properly authorized, if Seller is a business entity (\_\_\_ days).

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

323  Uniform Commercial Code lien search as to the Business Personal Property included in the purchase price, showing the  
324 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  
325 (\_\_\_ days).

326  Copies of all leases affecting the Assets, which shall be consistent with all prior representations (\_\_\_ days).

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

329  Copy of profit and loss statements, balance sheets, business books and records, and income tax returns for the following years  
330 \_\_\_\_\_ which shall be consistent with all prior representations (\_\_\_ days).

331  Copies of all current licenses held by Business which indicate that Business holds all licenses required for current operations  
332 (\_\_\_ days).

333  Copies of franchise agreements, if any, which shall be consistent with all prior representations (\_\_\_ days).

334  Any agreements restricting Seller from competing with Buyer after closing which shall be consistent with all prior  
335 representations (\_\_\_ days).

336  Other \_\_\_\_\_

337  Other \_\_\_\_\_

338  Other \_\_\_\_\_

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

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

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

349 **ADDITIONAL PROVISIONS**

350 \_\_\_\_\_  
351 \_\_\_\_\_  
352 \_\_\_\_\_  
353 \_\_\_\_\_  
354 \_\_\_\_\_

355 **SALES AND USE TAX**

356 Sales and use tax, if any, for sales occurring prior to closing shall be paid by Seller. Within 120 days of closing, Seller shall provide Buyer  
357 with a sales and use tax clearance certificate from the Department of Revenue that any sales and use tax due has been paid, per Wis.  
358 Stat. Ch. 77. These responsibilities shall survive the closing.

359  SALES AND USE TAX ESCROW:: Seller agrees to escrow \$ \_\_\_\_\_ out of the purchase price to be held by \_\_\_\_\_  
360 \_\_\_\_\_ (escrow agent) and released to Seller when Seller provides the escrow agent with a sales and use  
361 tax clearance certificate from the Department of Revenue that any sales and use tax due has been paid, per Wis. Stat. Ch. 77. If a  
362 certificate is not provided to escrow agent within 120 days of closing, escrow funds shall be released to Buyer. Release of funds to Buyer  
363 shall not relieve Seller of Seller's obligation to pay any sales and use tax due. All escrow fees shall be paid by Seller.

364 **TITLE EVIDENCE**

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

375 ■ **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  
376 amount of the value of the Real Estate on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin.  
377 Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's  
378 lender.

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

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

386 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title  
387 insurance commitment is delivered to Buyer's attorney or Buyer not more than \_\_\_\_\_ days after acceptance ("15" if  
388 left blank), showing title to the Real Estate as of a date no more than \_\_\_\_\_ days, before delivery ("15" if left blank) of  
389 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  
390 standard title insurance requirements and exceptions, as appropriate.

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

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

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

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

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

#### 411 **EARNEST MONEY**

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

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

417 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after  
418 clearance from payor’s depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At  
419 closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be  
420 disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not  
421 been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by an  
422 attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the  
423 earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law.  
424 Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from  
425 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  
426 money, prior to disbursement.

427 ■ **LEGAL RIGHTS/ACTION:** Broker’s disbursement of earnest money does not determine the legal rights of the Parties in relation to  
428 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  
429 (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with  
430 broker’s proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. ~~Small Claims Court has~~  
431 ~~jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other~~  
432 ~~earnest money disputes. Small Claims Court has jurisdiction with regard to civil actions involving amounts claimed up to the amount~~  
433 ~~specified in Wis. Stat. Ch. 799.~~ Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in  
434 case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in  
435 accordance with this Offer or applicable Department of Safety and Professional Service regulations concerning earnest money. See  
436 Wis. Admin. Code Ch. REEB 18.

#### 437 **DEFINITIONS**

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

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

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

448 ■ **CONDITIONS AFFECTING THE BUSINESS, ASSETS OR TRANSACTION:** A “condition affecting the Business, Assets or  
449 transaction” is defined to include, but is not limited to, the following:

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

452 (b) Violation of federal, state or local regulations, ordinances, laws or rules; any government agency or court orders requiring  
453 repair, alteration or correction of any existing condition; or any potential, threatened or pending claims against the Business or its  
454 agents or materially affecting the Assets;

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

458 (d) Completed or pending reassessment of the Assets or any part thereof;

459 (e) Structural or mechanical system inadequacies which if not repaired will significantly shorten the expected normal life of the  
460 Assets ;

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

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

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

468 (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  
469 building or that any part of a structure which the Business occupies or the Real Estate sold by this Offer is in a historic district; or  
470 burial sites or archeological artifacts on the Real Estate.

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

472 (k) Conditions constituting a significant health or safety hazard for occupants, invitees or employees of the Business;

473 (l) Unsafe concentrations of, or unsafe conditions relating to hazardous or toxic substances or medical or infectious waste located  
474 on the premises which the Business occupies or on the Assets; or previous storage or disposal of material amounts of hazardous or  
475 toxic substances or medical or infectious waste on the premises which the Business occupies or on the Assets;

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

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

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

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

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

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

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

493 (t) Any proposed road change, road work or change in road access which would materially affect the present use or access to the  
494 Business or the Assets.

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

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

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

503 (x) Unresolved insurance claims, outstanding lease or contract agreements, back wages, due or claimed, product liability exposure,  
504 unpaid insurance premiums, unfair labor practice claims, unpaid past due debts,

505 (y) Other Defects affecting the Real Estate, Deficiencies affecting the Assets, or conditions or occurrences which would significantly  
506 reduce the value of the Business or Assets to a reasonable person with knowledge of the nature and scope of the condition or  
507 occurrence.

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

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

518 ■ **DEFICIENCY:** "Deficiency" means an imperfection that materially impairs the worth or utility of an Asset other than Real Estate; makes  
519 such Asset unusable or significantly harmful; or substantially prevents such Asset from functioning or operating as designed or intended.

520 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "environmental site assessment" (also known as a "Phase I Site Assessment")(see  
521 lines xxx-xxx ) may include, but is not limited to: (1) an inspection of the Real Estate; (2) a review of the ownership and use history of  
522 the Real Estate, including a search of title records showing private ownership of the Real Estate for a period of 80 years prior to the  
523 visual inspection; (3) a review of historic and recent aerial photographs of the Real Estate, if available; (4) a review of environmental

524 licenses, permits or orders issued with respect to the Real Estate; (5) an evaluation of results of any environmental sampling and  
525 analysis that has been conducted on the Real Estate; and (6) a review to determine if the Real Estate is listed in any of the written  
526 compilations of sites or facilities considered to pose a threat to human health or the environment including the National Priorities List,  
527 the Department of Natural Resources' (DNR) registry of Waste Disposal Sites, the DNR's Contaminated Lands Environmental Action  
528 Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information System (GIS)  
529 Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally  
530 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site  
531 Assessments"), and state and federal guidelines, as applicable.

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

537 ■ **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  
538 or so closely associated with land and improvements so as to be treated as part of the real estate, including, without limitation,  
539 physically attached items not easily removable without damage to the premises, items specifically adapted to the premises, and  
540 items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors  
541 and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling  
542 units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;  
543 attached antennas; overhead door openers and remote controls; installed security systems; central vacuum systems and  
544 accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on  
545 permanent foundations and docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the  
546 Real Estate.

547 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines xx-xx.**

548 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy;  
549 (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: \_\_\_\_\_  
550 \_\_\_\_\_. If "Time is of the Essence"  
551 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  
552 not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

553 **PROPERTY ADDRESS:** \_\_\_\_\_

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

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

556 Goodwill:.....	\$ _____
557 Stock-in-trade (inventory): .....	\$ _____
558 Accounts receivable:.....	\$ _____
559 Business Personal Property:.....	\$ _____
560 Real Estate Interest: .....	\$ _____
561 Other: .....	\$ _____
562 Other: .....	\$ _____
563 Total	\$ _____

564  The Parties shall agree in writing on an allocation by the following deadline: (within \_\_\_\_\_ days of acceptance of  
565 the Offer) (\_\_\_\_\_, \_\_\_\_\_) **STRIKE AND COMPLETE AS APPLICABLE**. If the Parties cannot  
566 agree ~~to-on~~ an allocation by the deadline either Party may, within 5 days following the deadline, give-deliver written notice to  
567 terminate and all earnest money shall be returned to Buyer. If no notice is given-delivered by either party within such 5 day period the  
568 Parties agree to proceed to closing and separately allocate the purchase price.

569 **CAUTION: Failure of the parties to agree on an ~~to-allocate-allocation of the~~ purchase price prior to closing may have tax**  
570 **implications. Fair market value of the real property must be determined prior to closing to complete the transfer return per**  
571 **Wis. Stat. § 77.22. The Parties should consult accountants, legal counsel or other appropriate experts, as necessary.**

572 **IF LINE 228-xxx and xxx IS NOT MARKED OR IS MARKED N/A LINES 264-xxx-269-xxx APPLY.**

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

580

581  **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written \_\_\_\_\_  
582 \_\_\_\_\_ [INSERT LOAN PROGRAM OR SOURCE] loan commitment as described below, within  
583 \_\_\_\_\_ days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$  
584 \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years. Initial  
585 monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Monthly payments may also include escrows and  
586 reserve requirements of lender. The loan may not include a prepayment premium. Buyer agrees to pay discount points and/or loan  
587 origination fee in an amount not to exceed \_\_\_\_\_% of the loan. If the purchase price under this Offer is modified, the financed  
588 amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the  
589 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

590 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE xxx or xxx.**

591  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_%.  
592  **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_%. The initial interest rate  
593 shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_% per year.  
594 The maximum interest rate during the loan term shall not exceed \_\_\_\_\_%. Monthly payments of principal and interest  
595 may be adjusted to reflect interest changes.

596 **NOTE:** If Buyer is using multiple loan sources other than the seller financing described in the provisions at lines xxx-xxx, describe other  
597 funding sources at lines xxx-xxx or xxx-xxx or in an addendum attached per line xxx. If purchase is conditioned on buyer obtaining  
598 financing for operations or development consider adding a contingency for that purpose.

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

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

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

612 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer Financing -Contingency (and Buyer has not already  
613 delivered an acceptable loan commitment for other financing to Seller). Buyer shall promptly deliver written notice to Seller of same including copies of  
614 lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer Financing Contingency, Seller  
615 (shall) (shall not) [STRIKE ONE] ("shall not" if neither is stricken) shall then have 10 days to deliver to Buyer written notice of Seller's decision to  
616 finance this transaction on the same terms set forth in this Offer Financing Contingency, and this Offer shall remain in full force and effect, with the  
617 time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit  
618 information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

619  **SELLER FINANCING: FIRST OR SECOND SECURED LIEN:** Seller will loan to Buyer the sum of \$ \_\_\_\_\_ at closing in  
620 exchange for Buyer's execution and delivery of a promissory note and documentation of collateral (mortgage, security agreement, collateral  
621 assignment, guaranty, etc.) encumbering some or all of the Assets or such other documentation  
622 necessary to satisfy the requirements of this Offer. Documents may include, but are not be limited to,  
623 on the following terms:

624  
625 ~~Seller will loan to Buyer the sum of \$ \_\_\_\_\_ at closing in exchange for Buyer's execution and delivery of a promissory note and~~  
626 ~~documentation of collateral (mortgage, security agreement, collateral assignment, etc.) encumbering the some or all of the Assets on the~~  
627 ~~following terms:~~

- 628 ♦ Principal Balance: \$ \_\_\_\_\_ (same as above)
- 629 ♦ Rate of interest per year: \_\_\_\_\_%
- 630 ♦ Interest to be paid in (advance)(arrear)[STRIKE ONE] [arrear if neither is stricken]
- 631 ♦ Term: \_\_\_\_\_(months/years)
- 632 ♦ Amortization Period: \_\_\_\_\_(months/years)
- 633 ♦ Payments to be made monthly on \_\_\_\_\_ day of the month.
- 634 ♦ Late payment charge of \_\_\_\_\_% of the monthly principal and interest for payments received more than \_\_\_\_\_ days after the  
635 due date.
- 636 ♦ Prepayment fee: (None) ( \_\_\_\_\_ if paid before \_\_\_\_\_) [STRIKE ONE],[none if neither is stricken]
- 637 ♦ Buyer understands that the entire balance of such debt will be due (balloon) at the end of the specified term. [Use if amortization  
638 period exceeds term]

639 ♦ **[Use the following if Seller is taking back a second priority lien]:** Seller agrees that the collateral for this loan will be  
640 subordinate to a first lien against the Assets in the (amount of \_\_\_\_\_ % of the purchase price) (sum of  
641 \$ \_\_\_\_\_) [STRIKE ONE].

642 ♦ The default period shall be \_\_\_\_\_ days (ø30ø if left blank) for payments and \_\_\_\_\_ days (ø30ø if left blank) for performance of any  
643 other obligations.

644 ◆ Following any payment default, interest shall accrue at the rate of \_\_\_\_\_ % per annum on the entire amount in default until such time,  
645 if any, as the default is cured.

646 ~~◆~~  
647 ~~—~~ ■ CREDIT REPORT: Buyer must deliver a current credit report to Seller [together with this Offer][within \_\_\_\_\_ days ("5" if left blank)  
648 of acceptance of this Offer] [STRIKE AND COMPLETE AS APPLICABLE]. Within \_\_\_\_\_ days ("7" if left blank) of Buyer's delivery  
649 of such report Seller may, in Seller's reasonable discretion, object to Buyer's credit worthiness and void this contract by delivering to  
650 Buyer written notice of such objection. ~~■ CREDIT REPORT: Buyer must deliver a current credit report to Seller within \_\_\_\_\_ days of~~  
651 acceptance of this Offer. Within \_\_\_\_\_ days of Buyer's delivery of such report Seller may, in Seller's reasonable discretion, object to Buyer's  
652 credit worthiness and void this contract by delivering to Buyer written notice of such objection.

653 ■ LOAN DOCUMENTATION: Seller's attorney shall prepare the loan documentation at Seller's expense, and distribute the proposed  
654 draft no later than \_\_\_\_\_ (long blank) business days ("21" if left blank) prior to closing, for approval by Buyer. Within  
655 \_\_\_\_\_ (long blank) days ("7" if left blank) of delivery of the proposed draft, the Buyer may provide written notice to the Seller  
656 specifying the Buyer's objections, and the Offer shall be null and void unless (1) the parties agree to amended documentation or (2)  
657 Buyer provides Seller a commitment for the above financing from a third party lender within  
658 \_\_\_\_\_ (long blank) days ("7" if left blank) of delivery of the proposed draft. ~~(Buyer's) (Seller's) [STRIKE ONE] ("Seller's" if neither~~  
659 stricken) attorney shall prepare the loan documentation at (Buyer's) (Seller's) [STRIKE ONE] ("Seller's" if neither stricken) expense, and  
660 distribute the proposed draft no later than \_\_\_\_\_ (long blank) business days ("21" if left blank) prior to closing, for approval by the  
661 other party. Within \_\_\_\_\_ (long blank) days ("7" if left blank) of delivery of the proposed draft, the other party may provide written  
662 notice to the other party, specifying the party's objections, and the Offer shall be null and void unless (1) the parties agree to amended  
663 documentation or (2) Buyer provides Seller a commitment for the above financing from a third party lender within \_\_\_\_\_ (long blank)  
664 days ("7" if left blank) of delivery of the proposed draft.

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

672  **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender obtaining  
673 the appraisal reports checked below [CHECK LINES XXX, XXX OR XXX, AS APPROPRIATE], at buyer's  
674 expense. This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers  
675 to Seller a copy of the appraisal report(s) which indicates that the appraised value is not equal to or greater than  
676 the amount indicated in the corresponding subsection(s) selected below:

677  **All Assets Appraisal.** ~~This Offer is contingent upon the Buyer or Buyer's lender having the Property. An appraisal of all aAssets~~  
678 ~~appraised by a qualified at Buyer's expense by a Wisconsin licensed or certified independent appraiser independent appraiser for~~  
679 ~~Real Estate, or by an qualified, independent appraiser for non-Real Estate Assets, who issues an appraisal report dated subsequent~~  
680 ~~to the date of this Offer indicating an appraised value for the Property Assets equal to or greater than the agreed upon purchase~~  
681 ~~price. This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller a copy~~  
682 ~~of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price,~~  
683 ~~accompanied by a written notice of termination.~~

684  **Real Estate Appraisal.** An appraisal of the Real Estate by a Wisconsin licensed or certified independent appraiser who issues  
685 an appraisal report(s) dated subsequent to the date of the Offer indicating an appraised value of equal to or greater than  
686 \$ \_\_\_\_\_.

687  **Specified Assets Appraisal.** An appraisal of the following non-Real Estate Assets: \_\_\_\_\_ (specify by category such as  
688 inventory, vehicles, machinery, equipment, etc. or name specific Assets) by a qualified independent appraiser who issues an  
689 appraisal report(s) dated subsequent to the date of the Offer indicating an appraised value equal to or greater than \$ \_\_\_\_\_.

690 ■ RIGHT TO CURE: Seller (shall)(shall not) [STRIKE ONE] ("shall" if neither is stricken) have a right to cure. Seller may satisfy this  
691 Appraisal Contingency by delivering a written amendment to Buyer within seven (7) days of receipt of the appraisal report(s),  
692 amending the agreed upon purchase price to match the appraised value or modified to reflect the difference between the appraised  
693 value of the particular Assets and the amount stated above. Buyer agrees to deliver an accepted copy of this amendment to Seller  
694 within seven (7) days of receipt of the amendment from Seller. This Offer shall be null and void if Buyer makes timely delivery of the  
695 appraisal report(s) and: (1) Seller does not have a right to cure; or (2) Seller has a right to cure but: Seller either (a) delivers written  
696 notice that Seller will not change the price, or (b) Seller does not timely deliver the written amendment changing the purchase price.  
697 Buyer and Seller agree to make other amendments to this Offer necessitated by this change in purchase price.

698 CAUTION: Buyer may wish to confer with Buyer's lender(s) before engaging any appraisers to ensure  
699 the appraiser is acceptable to the lender. An appraisal ordered by Buyer's lender may not be received until shortly before  
700 closing. Consider whether deadlines provide adequate time for performance.

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

703  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines xxx-xxx). This Offer is  
704 contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Assets which discloses no Defects or  
705 Deficiencies. This Offer is further contingent upon a qualified independent inspector or qualified independent third party performing  
706 an inspection of

707 \_\_\_\_\_ (list any

708 specific feature(s) to be separately inspected, e.g., dumpsite structural, mechanical or technology systems and equipment, etc., to be  
709 separately inspected) which discloses no Defects or Deficiencies. Buyer shall order the inspection (s) and be responsible for all costs  
710 of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection  
711 performed provided they occur prior to the deadline specified at line xxx. Each inspection shall be performed by a qualified  
712 independent inspector or qualified independent third party.

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

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

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

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

721 ■ RIGHT TO CURE: Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects or  
722 Deficiencies. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days  
723 of Buyer's delivery of the Notice of Defects or Deficiencies stating Seller's election to cure Defects or Deficiencies, (2) curing the  
724 Defects or Deficiencies in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the work done within  
725 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects or Deficiencies and  
726 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  
727 notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

728 **ADDENDA** The attached \_\_\_\_\_ is/are made part of this Offer-  
729

730 This Offer was drafted] by [Licensee and firm] \_\_\_\_\_  
731 \_\_\_\_\_ on \_\_\_\_\_.

732 All persons signing below on behalf of an entity represent that they have proper legal authority to sign for and bind the entity.

733 **NOTE: If signing for an entity use an authorized signature line and print your name and title.**

734  
735 Buyer Entity Name (if any): \_\_\_\_\_

736 (x) \_\_\_\_\_  
737 Authorized Signature ▲      Print Name & Title Here ►      Date ▲

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

740  
741 (x) \_\_\_\_\_  
742 =  
743 Authorized Signature ▲      Print Name & Title Here ►      Date ▲

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

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

747 (x) \_\_\_\_\_  
748 Authorized Signature ▲      Print Name & Title Here ►      Date ▲

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

751 x) \_\_\_\_\_  
752 Authorized Signature ▲      Print Name & Title Here ►      Date ▲

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

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

756 \_\_\_\_\_ 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.**

757 (Seller Entity Name (if any) [\(include type and state of organization\)](#)):

758 \_\_\_\_\_

759 (x) \_\_\_\_\_  
760 Authorized Signature ▲      Print Name & Title Here ►      Date ▲

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

763 x) \_\_\_\_\_  
764 Authorized Signature ▲      Print Name & Title Here ►      Date ▲

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

767 (Seller Entity Name (if any) [\(include type and state of organization\)](#)):

768 \_\_\_\_\_

769 (x) \_\_\_\_\_  
770 Authorized Signature ▲      Print Name & Title Here ►      Date ▲

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

773 x) \_\_\_\_\_  
774 Authorized Signature ▲      Print Name & Title Here ►      Date ▲

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

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

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

**REVISIONS TO WB-17 OFFER TO PURCHASE – BUSINESS WITHOUT REAL ESTATE INTEREST**

To: DSPS Real Estate Contractual Forms Advisory Committee  
From: WRA Forms Committee  
Date: July 7, 2014  
RE: **WB-17 Offer to Purchase - Business without Real Estate Interest**

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The starting point was the 2001 WB-17 Offer to Purchase - Business without Real Estate. This may be viewed on the DSPS web site at <http://dsps.wi.gov/Documents/Credentialing%20Forms/Business%20Application%20Forms/WB-17.pdf>. This memo relating to the WB-17 and the accompanying draft discusses a draft of the WB-17 that is built primarily using the provisions from the WB-16 draft and making modifications as is appropriate given the absence of any real estate interest. The draft is marked WB-17 Revisions (edited 5 22 2014) and referred to in this memo as the May 22 draft. The DSPS Real Estate Contractual Forms Advisory Committee is essentially through the WB-17 draft and needs to be reviewed so that it mirrors the WB-16 in all appropriate respects.

**Note that the May 22 draft has been modified as was noted during the course of the May 22 meeting so as to make the language in the WB-16 and the WB-17 the same in certain sections where it was brought up during the discussion of one form and noted that the other should be made to have the same language. Thus, there are a few areas where the May 22 has been further modified by the WRA and those areas are all highlighted in Yellow. These may include lines 590-597, 600-601, 627-632, 682-683, 706.**

**WB-17 Draft**

The following primarily recaps what was done at the May 22 meeting. Corresponding changes were made to the WB-16 whenever appropriate.

◆ Business Operation, Lines 120-121: “and *Seller further warrants that all will be in good working order on the day of closing*” was removed from line 471 and the following was added to the end of line 120: “Seller shall maintain the equipment, appliances, business fixtures, fixtures, tools, furniture and other Business Personal Property in substantially the same working order as of the date of acceptance of this Offer.”

◆ Property Damage Between Acceptance and Closing, Lines 122-133: The language was modified as follows:

- **ASSET DAMAGE BETWEEN ACCEPTANCE AND CLOSING**: Seller shall maintain **all Assets** until the earlier of closing or occupancy 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 Assets** are damaged in an amount of not more than five percent (5%) of the purchase price, Seller shall be obligated to repair the **damaged Asset(s)** 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 repair and restore the **damaged Asset(s)**, 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 Asset(s)**, 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 Seller**, any insurance proceeds shall be held in trust for the sole purpose of restoring the **physical Assets**.

◆ **Lines 261-297, Proposed Use Contingencies:** shown in tracking as modified to delete Access to Property, but the DSPS Committee thought perhaps the Land Use Approval might be left in for those circumstances where the Business Assets are purchased and the Buyer is looking for a location. Also lines 261-263 were modified to say: “[insert proposed use of the Assets or Business, if applicable; e.g., use of the Assets in a restaurant and tavern.]”

The following provision was added following LAND USE APPROVAL, **but should be placed before instead of after LAND USE APPROVAL, and it should be indented:**

**ACQUISITION OF REAL ESTATE INTEREST:** This Offer is contingent upon Buyer obtaining a  letter of intent;  executed lease;  accepted offer to purchase;  deed;  other \_\_\_\_\_ with regard to the following real estate interest: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (include street address, legal description, type of interest, required terms or conditions, etc., as appropriate), or delivering written notice to Seller if the interest(s) cannot be obtained or can only be obtained subject to conditions which significantly delay or increase the cost of Buyer's proposed use, all within \_\_\_\_\_ days of acceptance of this Offer. Insert additional description, if any, at lines xxx-xxx or attach as an addendum per line xxx.

◆ **Lines 436-486, Definition of Condition Affecting the Business, Assets or Transaction:** the DSPS Committee reviewed provisions that arguably apply only to or primarily to real estate but decided that they should be retained. This includes items (c), (f), (g), (h), (i), (m), (n), (o), (p) and (t).

◆ **Lines 590-597, Financing Contingency – Financing Unavailability:** shown in tracking and highlighted in **yellow** as modified to match the WB-16 draft.

◆ **Lines 598-601, SELLER FINANCING: FIRST OR SECOND SECURED LIEN:** the following language is added to the May 22 draft and highlighted in **yellow** and in tracking to match the WB-16:

**SELLER FINANCING: FIRST OR SECOND SECURED LIEN:** Seller will loan to Buyer the sum of \$\_\_\_\_\_ at closing in exchange for Buyer's execution and delivery of a promissory note and documentation of collateral (mortgage, security agreement, collateral assignment, guaranty, etc.) encumbering some or all of the Assets **or such other documentation necessary to satisfy the requirements of this Offer. Documents may include, but are not be limited to,** ~~or~~ the following terms:

◆ **Lines 627-632, SELLER FINANCING: FIRST OR SECOND SECURED LIEN – Loan Documentation:** the provision was modified to match the May 22 draft of the WB-16. The May 22 draft of the WB-17 now provides as follows, shown in tracking and highlighted in **yellow**:

■ **LOAN DOCUMENTATION:** ~~(Buyer's) (Seller's) [STRIKE ONE]~~ (“~~Seller's~~” if ~~neither~~ ~~stricken~~) attorney shall prepare the loan documentation at ~~(Buyer's) (Seller's) [STRIKE ONE]~~ (“~~Seller's~~” if ~~neither~~ ~~stricken~~) **expense**, and distribute the proposed draft no later than \_\_\_\_\_ (long blank) **business days (“21” if left blank)** prior to closing, for approval by the other party. Within \_\_\_\_\_ (long blank) days (“7” if left blank) of delivery of the proposed draft, ~~the other~~ party **Buyer** may provide written notice to ~~the other party~~ **Seller**, specifying the party's **Buyer's** objections, and the Offer shall be null and void unless (1) the parties agree to amended documentation

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or (2) Buyer provides Seller a commitment for the above financing from a third party lender within \_\_\_\_\_ (long blank) days (“7” if left blank) of delivery of the proposed draft.

◆ Lines 635-658, Appraisal Contingency: started with the modifications made by the DSPS Committee in the WB-16 at the March 24 meeting and then modified to remove real estate.

◆ Lines 682-683, Inspection Contingency: the example of the separate component inspection has been modified as shown below, as was done in the WB-16:

(list any specific feature(s) to be separately inspected, e.g., dumpsite structural, mechanical or technology systems and equipment, etc., to be separately inspected)

◆ Lines 705-753: the signature blocks and associated items have been changed to mirror the WB-16.

**IF YOU SPOT ANTHING ELSE THAT NEEDS MODIFICATION OR TWEAKING, THE TIME TO RAISE IT IS NOW!**

WB17RevisionsDSPS7-23-14

**WB-17 Revisions WB-17 OFFER TO PURCHASE BUSINESS WITHOUT REAL ESTATE  
INTEREST**

**NOTE: If real property is being purchased or leased, use a WB-16 Offer to Purchase — Business With Real Estate Interest.**

**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 **GENERAL PROVISIONS** The Buyer (if entity, include type and state of organization),  
4 \_\_\_\_\_

5 \_\_\_\_\_, offers to purchase the Assets of the Business known as:  
6 Business Name (include both legal name and any trade names): \_\_\_\_\_

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

9 Business Description: \_\_\_\_\_  
10 \_\_\_\_\_  
11 \_\_\_\_\_

12 \_\_\_\_\_ (Lines 3-12 hereinafter referred to as the "Business")

13 Insert additional description, if any, at lines xxx-xxx or attach as an addendum per line xxx. The terms of Buyer's offer are as follows:

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 within \_\_\_\_\_ days of acceptance to listing broker or  
18 \_\_\_\_\_.

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

20 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price (unless excluded at lines xx-xx) the Assets of the Business  
21 including all goodwill, stock-in-trade, trade fixtures, accounts receivable, all Business Personal Property, Fixtures, and the following additional  
22 property (consider work in process if applicable) \_\_\_\_\_

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

25 Seller shall convey Business Personal Property and any other personal property by Bill of Sale or \_\_\_\_\_  
26 \_\_\_\_\_, free and clear of all liens and encumbrances except \_\_\_\_\_  
27 \_\_\_\_\_.

28 For the items below, the purchase price shall be based on the following terms:

29 (a) stock-in-trade \_\_\_\_\_  
30 \_\_\_\_\_

31 (b) accounts receivable \_\_\_\_\_  
32 \_\_\_\_\_

33 (c) Other (e.g., work in process) \_\_\_\_\_

34 ■ **NOT INCLUDED IN THE PURCHASE PRICE:** \_\_\_\_\_  
35 \_\_\_\_\_  
36 \_\_\_\_\_

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

39 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.**  
40 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of  
41 the Offer.

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

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

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

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

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

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

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

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55 Buyer's recipient for delivery (optional): \_\_\_\_\_  
 56  (2) **Fax:** fax transmission of the document or written notice to the following telephone number:  
 57 Seller: (\_\_\_\_\_) \_\_\_\_\_ Buyer: (\_\_\_\_\_) \_\_\_\_\_  
 58  (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial  
 59 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  
 60 Party's delivery address at line xx or xx.  
 61  (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  
 62 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.  
 63 Delivery address for Seller: \_\_\_\_\_  
 64 Delivery address for Buyer: \_\_\_\_\_  
 65  (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  
 66 this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or  
 67 household purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic  
 68 documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.  
 69 E-Mail address for Seller: \_\_\_\_\_  
 70 E-Mail address for Buyer: \_\_\_\_\_

71 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes  
 72 personal delivery to, or Actual Receipt by, all Buyers or Sellers.  
 73 **CLOSING** Legal possession of the Assets shall be delivered to Buyer at the time of closing. This transaction is to be closed no later  
 74 than \_\_\_\_\_ at the place  
 75 selected by Seller, unless otherwise agreed by the Parties in writing.

76 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real-estate taxes,  
 77 personal property taxes, rents, prepaid insurance (if assumed/transferred), private and municipal charges, property owners association  
 78 assessments, fuel, other prepaid amounts for items being transferred to Buyer, -and  
 79 \_\_\_\_\_

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

84 **Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:**  
 85  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as  
 86 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)  
 87  Current assessment times current mill rate (current means as of the date of closing)  
 88  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  
 89 known, multiplied by current mill rate (current means as of the date of closing)  
 90  \_\_\_\_\_

91 **CAUTION: If the Business has not been fully assessed for tax purposes or if proration on the basis of personal property taxes for the**  
 92 **preceding year is not acceptable, insert estimated annual tax or other basis for proration.**  
 93 **Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the**  
 94 **amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-**  
 95 **assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.**

96  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  
 97 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  
 98 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  
 99 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  
 100 estate brokers in this transaction.

101 **BUSINESS AND PROPERTY ASSETS CONDITION PROVISIONS**

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

105  Seller disclosure report (commercial or business real estate) dated \_\_\_\_\_  
 106  Real Estate Condition Report (1-4 dwelling units) dated \_\_\_\_\_  
 107  Vacant Land Disclosure Report (no buildings) dated \_\_\_\_\_  
 108  Business disclosure report(s) dated \_\_\_\_\_  
 109  Other: \_\_\_\_\_ (specify) dated \_\_\_\_\_  
 110 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 \_\_\_\_\_

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

113 **CAUTION: If Assets include 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis.**  
 114 **Stat. § 709.03 may be required. If Assets include Real Estate without any buildings, a Vacant Land Disclosure Report**

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115 ~~containing the disclosures provided in Wis. Stat. § 709.033 may be required. Buyer may have rescission rights per Wis.~~  
116 ~~Stat. § 709.05. A commercial or business disclosure report for commercial/business Real Estate may be used as well as~~  
117 ~~business disclosure report(s) regarding Assets other than real estate. More than one report may be used.~~

118 ■ **BUSINESS OPERATION:** Seller shall continue to conduct the Business in a regular and normal manner and shall use Seller's best  
119 efforts to keep available the services of Seller's present employees and to preserve the goodwill of Seller's suppliers, customers and  
120 others having business relations with Seller. ~~Seller shall maintain the equipment, appliances, business fixtures, fixtures, tools,~~  
121 ~~furniture and other Business Personal Property in substantially the same working order as of the date of acceptance of this Offer.~~

122 ■ **PROPERTY ASSET DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain all the ~~physical~~ Assets until the  
123 earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary  
124 wear and tear. If, prior to the earlier of closing or occupancy by Buyer, the ~~physical~~ Assets are damaged in an amount of not more  
125 than five per-cent (5%) of the purchase price, Seller shall be obligated to repair the damaged ~~property Asset(s)~~ and restore it to the  
126 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  
127 repairs and restoration. If Seller is unable to repair and restore the damaged ~~property Asset(s)~~, Seller shall promptly notify Buyer in  
128 writing and this Offer may be canceled at the option of the Buyer. If the damage shall exceed such sum, Seller shall promptly notify  
129 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  
130 despite such damage, Buyer shall be entitled to any insurance proceeds relating to the damaged ~~property Asset(s)~~, plus a credit  
131 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~~  
132 ~~land contract or a mortgage to Seller~~, any insurance proceeds shall be held in trust for the sole purpose of restoring the ~~physical~~  
133 Assets.

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

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

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

149 ■ **BUYER'S PRE-CLOSING VIEW OF ASSETS:** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or  
150 Seller's agent, Buyer shall have the right to view the Assets solely to determine that there has been no significant change in the  
151 condition of the Assets, except for ordinary wear and tear and changes approved by Buyer, and that any ~~Defects repairs~~ Seller has  
152 agreed to ~~cure~~ have been ~~repaired accomplished completed~~ in the manner agreed to by the Parties.

153 **CAUTION: The intention of this paragraph is only to allow Buyer to view the Assets. The Parties should consider separate**  
154 **language to address the specific concerns.**

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

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

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

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

170 If Buyer defaults, Seller may:

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

174 If Seller defaults, Buyer may:

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

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

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

190 **PROPERTY ADDRESS:** \_\_\_\_\_

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

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

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

202  **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  
203 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  
204 Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a  
205 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  
206 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  
207 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.

208 **LEASED REAL ESTATE**

209  **Real Estate Leased to Third Parties:** **CHECK AS APPLICABLE**

210  For any Real Estate included in the purchase price which is owned by Seller and leased to third parties and such lease(s)  
211 extend beyond closing, Seller shall assign Seller's interests and rights under the lease(s) and transfer all security deposits and  
212 prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any, are  
213 \_\_\_\_\_

214 \_\_\_\_\_  
215  Seller agrees the lease(s) for the following Real Estate currently owned by Seller and leased to third parties shall terminate  
216 at \_\_\_\_\_ closing: \_\_\_\_\_

217 \_\_\_\_\_  
218  **Real Estate Owned by Seller:** If the Real Estate occupied by the Business is owned by Seller, but not sold by this Offer: **CHECK**

219 **ONE AS APPLICABLE**

220  Seller agrees to lease the Real Estate to Buyer at closing on the following terms: \_\_\_\_\_

221 \_\_\_\_\_  
222 \_\_\_\_\_  
223  Seller agrees to lease the Real Estate to Buyer at closing according to the terms of the lease attached to this Offer as an  
224 addendum per line xxx.

225  This Offer is contingent upon Seller and Buyer, within \_\_\_\_\_ days from acceptance of this Offer, negotiating the terms of a  
226 written lease for the Real Estate to be executed at closing, with a minimum term from \_\_\_\_\_ to \_\_\_\_\_ and  
227 minimum initial rent of \$ \_\_\_\_\_ per month **STRIKE AND COMPLETE AS APPLICABLE** or this Offer shall be null and void.

228  **Real Estate Leased to Seller:** If the Real Estate occupied by the Business is owned by a third party and leased to Seller, then

229 **CHECK ONE AS APPLICABLE**

230  Seller agrees to assign its interest in the lease for the Real Estate to Buyer, if assignable. (See lines xxx-xxx.)

231  This Offer is contingent upon the third party and Buyer, within \_\_\_\_\_ days from acceptance of this Offer, negotiating the  
232 terms of a written lease for the Real Estate to be executed at closing, with a minimum term from \_\_\_\_\_ to \_\_\_\_\_ and  
233 an initial maximum rent of \$ \_\_\_\_\_ per month **STRIKE AND COMPLETE AS APPLICABLE** or this Offer shall be null and void.

234 **LEASED ASSETS (OTHER THAN REAL ESTATE)**

235 ■ **Assets Leased to Third Parties.**  CHECK AS APPLICABLE  
236  For ~~non-real property~~ Assets included in the purchase price which are owned by Seller and leased to third parties and such  
237 lease(s) extend beyond closing, Seller shall assign Seller's interests and rights under the lease(s) and transfer all security deposits  
238 and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are \_\_\_\_\_  
239 \_\_\_\_\_  
240  Seller agrees the lease(s) for the following Assets currently owned by Seller and leased to third parties shall terminate at  
241 closing: \_\_\_\_\_  
242 \_\_\_\_\_

243 ■ **Assets Owned by Seller.** If Assets are used by the Business and owned by Seller, but not sold by this Offer, Seller:  CHECK AS  
244 APPLICABLE  
245  Seller agrees to lease the following listed Assets to Buyer at closing on the following terms: \_\_\_\_\_  
246 \_\_\_\_\_  
247  Seller agrees to lease the following listed Assets to Buyer at closing according to the terms of the lease(s) attached to this  
248 Offer as an addendum per line xxx. Assets: \_\_\_\_\_  
249  This Offer is contingent upon Seller and Buyer, within \_\_\_\_\_ days from acceptance of this Offer, negotiating the terms of a  
250 written lease(s) for the following listed Assets to be executed at closing, with a minimum term(s) from \_\_\_\_\_ to  
251 \_\_\_\_\_ and minimum initial rent(s) of \$ \_\_\_\_\_ per month ~~STRIKE AND COMPLETE AS APPLICABLE~~  
252 or this Offer shall be null and void. Assets: \_\_\_\_\_

253 ■ **Assets Leased to Seller.** If Assets used by the Business are owned by a third party and leased to Seller, then  CHECK AS  
254 APPLICABLE  
255  Seller agrees to assign its interest in the lease(s) for the following listed Assets to Buyer, if assignable. (See lines xxx-xxx.)  
256 Assets: \_\_\_\_\_  
257  This Offer is contingent upon the third party and Buyer, within \_\_\_\_\_ days from acceptance of this Offer, negotiating the  
258 terms of a written lease(s) for the following listed Assets to be executed at closing, with a minimum term(s) from \_\_\_\_\_ to  
259 \_\_\_\_\_ and an initial maximum rent(s) of \$ \_\_\_\_\_ per month ~~STRIKE AND COMPLETE AS APPLICABLE~~ or this Offer  
260 shall be null and void. Assets: \_\_\_\_\_

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

270  **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within \_\_\_\_\_ days of  
271 acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, copies of all public and private  
272 easements, covenants and restrictions affecting the Assets and a written determination by a qualified independent third party that  
273 none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines xxx to xxx.  
274  **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is  
275 stricken) expense, all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final  
276 discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items  
277 related to Buyer's proposed use: \_\_\_\_\_

278 \_\_\_\_\_ or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions  
279 which significantly increase the cost of Buyer's proposed use, all within \_\_\_\_\_ days of acceptance of this Offer.  
280  **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, within \_\_\_\_\_ days of acceptance, at (Buyer's)  
281 (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the  
282 Assets from public roads.

283  **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither  
284 is stricken) expense, a  rezoning;  conditional use permit;  license;  variance;  building permit;  occupancy permit;   
285 other \_\_\_\_\_  CHECK ALL THAT APPLY,  
286 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  
287 or can only be obtained subject to conditions which significantly increase the cost of Buyer's proposed use, all within  
288 \_\_\_\_\_ days of acceptance.

289  **ACQUISITION OF REAL ESTATE INTEREST:** This Offer is contingent upon Buyer obtaining a  letter of intent;  executed  
290 lease;  accepted offer to purchase;  deed;  other \_\_\_\_\_ with regard to the following  
291 real estate interest:  
292 \_\_\_\_\_  
293 \_\_\_\_\_

294 \_\_\_\_\_ (include street address, legal description, type of interest, required terms or conditions, etc., as  
295 appropriate), or delivering written notice to Seller if the interest(s) cannot be obtained or can only be obtained subject to conditions  
296 which significantly delay or increase the cost of Buyer's proposed use, all within \_\_\_\_\_ days of acceptance of this  
297 Offer. Insert additional description, if any, at lines xxx-xxx or attach as an addendum per line xxx.  
298 **DOCUMENT REVIEW/RECEIPT CONTINGENCY**

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

- 301  \_\_\_\_\_ (\_\_\_ days).
- 302  \_\_\_\_\_ (\_\_\_ days).
- 303  \_\_\_\_\_ (\_\_\_ days).

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

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

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

- 312  Documents showing the sale of the Assets has been properly authorized, if Seller is a business entity (\_\_\_ days).
- 313  A complete inventory of all included Business Personal Property which shall be consistent with all prior representations (\_\_\_  
314 days).
- 315  Uniform Commercial Code lien search as to the Business Personal Property included in the purchase price, showing the  
316 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  
317 (\_\_\_ days).
- 318  Copies of all leases affecting the Assets, which shall be consistent with all prior representations (\_\_\_ days).
- 319  Estimated principal balance of accounts receivable and payable which shall be consistent with all prior representations (\_\_\_  
320 days).
- 321  Copy of profit and loss statements, balance sheets, business books and records, and income tax returns for the following years  
322 \_\_\_\_\_ which shall be consistent with all prior representations (\_\_\_ days).
- 323  Copies of all current licenses held by Business which indicate that Business holds all licenses required for current operations  
324 (\_\_\_ days).
- 325  Copies of franchise agreements, if any, which shall be consistent with all prior representations (\_\_\_ days).
- 326  Any agreements restricting Seller from competing with Buyer after closing which shall be consistent with all prior  
327 representations (\_\_\_ days).
- 328  Other \_\_\_\_\_
- 329  Other \_\_\_\_\_
- 330  Other \_\_\_\_\_

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

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

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

341 **ADDITIONAL PROVISIONS** \_\_\_\_\_  
342 \_\_\_\_\_  
343 \_\_\_\_\_  
344 \_\_\_\_\_

345 **SALES AND USE TAX**  
346 Sales and use tax, if any, for sales occurring prior to closing shall be paid by Seller. Within 120 days of closing, Seller shall provide Buyer  
347 with a sales and use tax clearance certificate from the Department of Revenue that any sales and use tax due has been paid, per Wis.  
348 Stat. Ch. 77. These responsibilities shall survive the closing.

349  SALES AND USE TAX ESCROW: Seller agrees to escrow \$ \_\_\_\_\_ out of the purchase price to be held by \_\_\_\_\_  
350 \_\_\_\_\_ (escrow agent) and released to Seller when Seller provides the escrow agent with a sales and use tax clearance  
351 certificate from the Department of Revenue that any sales and use tax due has been paid, per Wis. Stat. Ch. 77. If a certificate is not  
352 provided to escrow agent within 120 days of closing, escrow funds shall be released to Buyer. Release of funds to Buyer shall not relieve  
353 Seller of Seller's obligation to pay any sales and use tax due. All escrow fees shall be paid by Seller.

354 **TITLE EVIDENCE**  
355 ~~■ CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Real Estate by warranty deed  
356 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided  
357 herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them,  
358 recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants,  
359 general taxes levied in the year of closing and \_\_\_\_\_ (provided none of the foregoing prohibit~~

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360 present use of the real property), which constitutes merchantable title for purposes of this transaction. Seller further agrees to  
361 complete and execute the documents necessary to record the conveyance. **WARNING: Municipal and zoning ordinances,**  
362 **recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore**  
363 **should be reviewed, particularly if Buyer contemplates making improvements to the Assets or a use other than the current**  
364 **use.**

365 ■ **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  
366 amount of the value of the Real Estate on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin.  
367 Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's  
368 lender.

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

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

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

381 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title to the Real Estate is not acceptable for closing, Buyer shall notify Seller in writing of  
382 objections to title within \_\_\_\_\_ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event,  
383 Seller shall have a reasonable time, but not exceeding \_\_\_\_\_ days ("5" if left blank), from Buyer's delivery of the notice stating title  
384 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  
385 to remove said objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly.  
386 If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title  
387 evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

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

390 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current**  
391 **services under Wis. Stat. § 0 27 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees**  
392 **for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water,**  
393 **sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street**  
394 **lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 0 17(1)(f).**

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

#### 399 **EARNEST MONEY**

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

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

405 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after  
406 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At  
407 closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be  
408 disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not  
409 been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by an  
410 attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the  
411 earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law.  
412 Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from  
413 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  
414 money, prior to disbursement.

415 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to  
416 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  
417 (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with  
418 broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. [Small Claims Court has](#)  
419 [jurisdiction with regard to civil actions involving amounts claimed up to the amount specified in Wis. Stat. § Ch. 799.04. Small Claims](#)

420 ~~Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain~~  
421 ~~other earnest money disputes.~~ Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in  
422 case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in  
423 accordance with this Offer or applicable Department of Safety and Professional Service regulations concerning earnest money. See  
424 Wis. Admin. Code Ch. REEB 18.

425 **DEFINITIONS**

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

428 ■ **BUSINESS PERSONAL PROPERTY:** "Business personal property" is defined as all tangible and intangible personal property and rights in  
429 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  
430 equipment, tools used in business, telephone numbers and listings if transferable, customer lists, trade names, intellectual property, Internet  
431 domain names, digital media, digital marketing, databases, business records, supplies, leases, advance lease deposits, customer deposits, signs,  
432 all other personal property used in Business, and if transferable, all permits, special licenses and franchises, except those assets disposed of in  
433 the ordinary course of business or as permitted by this Offer.

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

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

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

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

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

445 (d) Completed or pending reassessment of the Assets or any part thereof;

446 (e) Structural or mechanical system ~~inadequacies which if not repaired will significantly shorten the expected normal life of the Assets~~ Defects in  
447 the Assets;

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

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

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

453 (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  
454 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  
455 artifacts on the Real Estate.

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

457 (k) Conditions constituting a significant health or safety hazard for occupants, invitees or employees of the Business; of the Assets;

458 (l) Deficiency Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to hazardous or toxic substances or  
459 medical or infectious waste ~~located on the premises which related to~~ the Business ~~occupies or on~~ the Assets or previous storage of material  
460 amounts of hazardous substances or medical or infectious waste ~~on the premises which related to~~ the Business ~~occupies or on~~ the Assets;

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

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

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

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

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

472 (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;

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

474 (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.

475 (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  
476 Assets, or any permission to transfer being required and not obtained;

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

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479 (w) A material failure of the financial statements, or schedules to the financial statements, to present the true and correct condition of the  
480 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  
481 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  
482 aggregate materially adverse;

483 (x) Unresolved insurance claims, outstanding lease or contract agreements, back wages, due or claimed, product liability exposure, unpaid  
484 insurance premiums, unfair labor practice claims, unpaid past due debts,

485 (y) Other Deficiencies Defects affecting the Assets or conditions or occurrences which would significantly reduce the value of the Business or  
486 Assets to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

487 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event  
488 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number  
489 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the  
490 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific  
491 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  
492 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  
493 midnight of that day.

494 ■ **DEFICIENCY:** "Deficiency" means an imperfection that materially impairs the worth or utility of an Asset; makes such Asset unusable or  
495 significantly harmful; or substantially prevents such Asset from functioning or operating as designed or intended.

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

499 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "environmental site assessment" (also known as a "Phase I Site Assessment") (see lines xxx-xxx)  
500 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  
501 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  
502 and recent aerial photographs of the Real Estate, if available; (4) a review of environmental licenses, permits or orders issued with respect to the  
503 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  
504 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  
505 environment including the National Priorities List, the Department of Natural Resources' (DNR) registry of Waste Disposal Sites, the DNR's  
506 Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical  
507 Information System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with  
508 generally recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site  
509 Assessments"), and state and federal guidelines, as applicable.

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

514 ■ **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  
515 associated with land and improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not  
516 easily removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including,  
517 but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades;  
518 curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and treatment systems;  
519 sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage door openers and remote controls; installed security systems;  
520 central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage  
521 buildings on permanent foundations and docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the  
522 Real Estate.

523 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines xx-xx.**

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

526 \_\_\_\_\_. If "Time is of the Essence"

527 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  
528 not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

529 **PROPERTY ADDRESS:** \_\_\_\_\_

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

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

532 Goodwill:.....	\$ _____
533 Stock-in-trade (inventory): .....	\$ _____
534 Accounts receivable:.....	\$ _____
535 Business Personal Property:.....	\$ _____
536 <u>Real Estate Interest/Other</u> : .....	\$ _____
537 Other: .....	\$ _____
538 Total	\$ _____

539  The Parties shall agree in writing on an allocation by the following deadline: (within \_\_\_\_\_ days of acceptance of  
540 the Offer) (\_\_\_\_\_, \_\_\_\_\_) **STRIKE AND COMPLETE AS APPLICABLE**. If the Parties cannot  
541 agree ~~to-on~~ an allocation by the deadline, either Party may, within 5 days following the deadline, deliver written notice to terminate  
542 and all earnest money shall be returned to Buyer. If no notice is delivered by either party within such 5 day period the Parties agree  
543 to proceed to closing and separately allocate the purchase price, the Parties shall submit to binding arbitration. The Parties will share  
544 any costs of arbitration equally. Allocation may take place after closing.

545 **CAUTION: Failure of the Parties to agree on an allocation of purchase price prior to closing may have tax implications. Fair**  
546 **market value of the real property must be determined prior to closing to complete the transfer return per Wis. Stat. § 77.22.**  
547 **The Parties should consult accountants, legal counsel or other appropriate experts, as necessary.**

548 **IF LINE 228-XXX OR XXX IS NOT MARKED OR IS IF BOTH ARE MARKED N/A LINES 264-269xxx-xxx APPLY.**

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

556  **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written \_\_\_\_\_  
557 \_\_\_\_\_ [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below,  
558 within \_\_\_\_\_ days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$  
559 \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years. Initial  
560 monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Monthly payments may also include escrows and  
561 reserve requirements of lender, 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private  
562 mortgage insurance premiums. The mortgage loan may not include a prepayment premium. Buyer agrees to pay discount points  
563 and/or loan origination fee in an amount not to exceed \_\_\_\_\_% of the loan. If the purchase price under this Offer is modified,  
564 the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this  
565 contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

566 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE xxx or xxx.**

567  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_%.  
568  **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_%. The initial interest rate  
569 shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_% per year.  
570 The maximum interest rate during the mortgage loan term shall not exceed \_\_\_\_\_%. Monthly payments of principal and  
571 interest may be adjusted to reflect interest changes.

572 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-  
573 286 or in an addendum attached per line 479.

574 **NOTE: If Buyer is using multiple loan sources other than the seller financing described in the provisions at lines xxx-xxx, describe**  
575 **other funding sources at lines xxx-xxx or xxx-xxx or in an addendum attached per line xxx.** If purchase is conditioned on Buyer  
576 obtaining financing for operations or development consider adding a contingency for that purpose.

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

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

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

590 **FINANCING UNAVAILABILITY: if financing is not available on the terms stated in this Financing Contingency (and Buyer has not**  
591 **already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of**  
592 **same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this**  
593 **Financing Contingency, Seller (shall) (shall not) (STRIKE ONE) ("shall not" if neither is stricken) have 10 days to deliver to Buyer**  
594 **written notice of Seller's decision to finance this transaction on the same terms set forth in this Financing Contingency, and this Offer**  
595 **shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall**  
596 **be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit**  
597 **worthiness for Seller financing.**

598  **SELLER FINANCING: FIRST OR SECOND SECURED LIEN:** : Seller will loan to Buyer the sum of \$ \_\_\_\_\_ at closing in  
599 exchange for Buyer's execution and delivery of a promissory note and documentation of collateral (security agreement, collateral

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600 assignment, guaranty, etc.) encumbering some or all of the Assets or such other documentation necessary to satisfy the  
601 requirements of this Offer. Documents may include, but are not be limited to, the following terms:

- 602 ♦ Principal Balance: \$ \_\_\_\_\_ (same as above)
- 603 ♦ Rate of interest per year: \_\_\_\_\_ %
- 604 ♦ Interest to be paid in (advance)(arrear)[STRIKE ONE] [arrear if neither is stricken]
- 605 ♦ Term: \_\_\_\_\_ (months/years)
- 606 ♦ Amortization Period: \_\_\_\_\_ (months/years)
- 607 ♦ Payments to be made monthly on \_\_\_\_\_ day of the month.
- 608 ♦ Late payment charge of \_\_\_\_\_ % of the monthly principal and interest for payments received more than \_\_\_\_\_ days after  
609 the due date.
- 610 ♦ Prepayment fee: (None) ( \_\_\_\_\_ if paid before \_\_\_\_\_ ) [STRIKE ONE].[none if neither is stricken]
- 611 ♦ Buyer understands that the entire balance of such debt will be due (balloon) at the end of the specified term. [Use if  
612 amortization period exceeds term]
- 613 ♦ The default period shall be \_\_\_\_\_ days ("30" if left blank) for payments and \_\_\_\_\_ days ("30" if left blank) for performance of  
614 any other obligations.
- 615 ♦ Following any payment default, interest shall accrue at the rate of \_\_\_\_\_ % per annum on the entire amount in default.
- 616 ♦ [Use the following if Seller is taking back a second priority lien]: Seller agrees that the collateral for this loan will be  
617 subordinate to a first lien against the Assets in the (amount of \_\_\_\_\_ % of the purchase price) (sum of  
618 \$ \_\_\_\_\_ ) [STRIKE ONE].
- 619 ♦ The default period shall be \_\_\_\_\_ days ("30" if left blank) for the payments and \_\_\_\_\_ days ("30" if left blank) for performance of  
620 any other obligations.
- 621 ♦ Following any payment default, interest shall accrue at the rate of \_\_\_\_\_ % per annum on the entire amount in default until  
622 such time, if any, as the default is cured.

623 ■ CREDIT REPORT: Buyer must deliver a current credit report to Seller [together with this Offer][within \_\_\_\_\_ days ("5" if left blank) of  
624 acceptance of this Offer] [STRIKE AND COMPLETE AS APPLICABLE]. Within \_\_\_\_\_ days ("7" if left blank) of Buyer's delivery of  
625 such report Seller may, in Seller's reasonable discretion, object to Buyer's credit worthiness and void this contract by delivering to  
626 Buyer written notice of such objection.

627 ■ LOAN DOCUMENTATION: Seller's attorney shall prepare the loan documentation at Seller's expense, and distribute the proposed  
628 draft no later than \_\_\_\_\_ (long blank) business days ("21" if left blank) prior to closing, for approval by Buyer. Within  
629 \_\_\_\_\_ (long blank) days ("7" if left blank) of delivery of the proposed draft, the Buyer may provide written notice to the Seller  
630 specifying the Buyer's objections, and the Offer shall be null and void unless (1) the parties agree to amended documentation or (2)  
631 Buyer provides Seller a commitment for the above financing from a third party lender within  
632 \_\_\_\_\_ (long blank) days ("7" if left blank) of delivery of the proposed draft.

633 ■ FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered  
634 an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including  
635 copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller  
636 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  
637 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  
638 timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to  
639 determine Buyer's credit worthiness for Seller financing.

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

647  APPRAISAL CONTINGENCY: This Offer is contingent upon the Buyer or Buyer's lender obtaining the appraisal reports  
648 checked below [CHECK LINES XXX OR XXX, AS APPROPRIATE], at buyer's expense. This contingency shall be deemed satisfied  
649 unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the appraisal report(s) which indicates that the  
650 appraised value is not equal to or greater than the amount indicated in the corresponding subsection(s) selected below:

651  All Assets Appraisal. This Offer is contingent upon the Buyer or Buyer's lender having the Property An appraisal of all Assets  
652 appraised by an qualified, independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating  
653 an appraised value for the Property Assets equal to or greater than the agreed upon purchase price. This contingency shall be  
654 deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the appraisal report which  
655 indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of  
656 termination.

657  Specified Assets Appraisal. An appraisal of the following Assets: \_\_\_\_\_ (specify by category such as inventory,  
658 vehicles, machinery, equipment, etc. or name specific Assets) by a qualified independent appraiser who issues an appraisal report(s)  
659 dated subsequent to the date of the Offer indicating an appraised value equal to or greater than \$ \_\_\_\_\_.

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660 ■ **RIGHT TO CURE:** Seller (shall)(shall not) [STRIKE ONE] ("shall" if neither is stricken) have a right to cure. Seller may satisfy this  
 661 Appraisal Contingency by delivering a written amendment to Buyer within seven (7) days of receipt of the appraisal report(s),  
 662 amending the agreed upon purchase price to match the appraised value or modified to reflect the difference between the appraised  
 663 value of the particular Assets and the amount stated above. Buyer agrees to deliver an accepted copy of this amendment to Seller  
 664 within seven (7) days of receipt of the amendment from Seller. This Offer shall be null and void if Buyer makes timely delivery of the  
 665 appraisal report(s) and: (1) Seller does not have a right to cure; or (2) Seller has a right to cure but: Seller either (a) delivers written  
 666 notice that Seller will not change the price, or (b) Seller does not timely deliver the written amendment changing the purchase price.  
 667 Buyer and Seller agree to make other amendments to this Offer necessitated by this change in purchase price.  
 668 **CAUTION: Buyer may wish to confer with Buyer's lender(s) before engaging any appraisers to ensure the appraiser is**  
 669 **acceptable to the lender. An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider**  
 670 **whether deadlines provide adequate time for performance.**  
 671 This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin-licensed  
 672 or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised  
 673 value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless  
 674 Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised  
 675 value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.  
 676 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether**  
 677 **deadlines provide adequate time for performance.**  
 678  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines xxx-xxx). This Offer is  
 679 contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Assets which discloses no  
 680 Deficiencies/Defects. This Offer is further contingent upon a qualified independent inspector or qualified independent third party  
 681 performing an inspection of \_\_\_\_\_  
 682 (list any specific feature(s) to be separately inspected, e.g., dumpsite structural, mechanical or technology systems and equipment,  
 683 etc., to be separately inspected) feature(s) to be separately inspected, e.g., dumpsite, etc., which discloses no Deficiencies/Defects.  
 684 Buyer shall order the inspection (s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections  
 685 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline  
 686 specified at line xxx. Each inspection shall be performed by a qualified independent inspector or qualified independent third party.  
 687 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as**  
 688 **any follow-up inspection(s).**  
 689 For the purpose of this contingency, Deficiencies/Defects (see lines xxx-xxx) do not include conditions the nature and extent of which  
 690 Buyer had actual knowledge or written notice before signing the Offer.  
 691 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of  
 692 acceptance, delivers to Seller a copy of the inspection report(s) and a written notice listing the Deficiencies/Defect(s)-identified in the  
 693 inspection report(s) to which Buyer objects (Notice of Deficiencies/Defects).  
 694 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**  
 695 ■ **RIGHT TO CURE:** Seller (shall)(shall not) [STRIKE ONE] ("shall" if neither is stricken) have a right to cure the Deficiencies/Defects. If  
 696 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's  
 697 delivery of the Notice of Deficiencies/Defects, stating Seller's election to cure Deficiencies/Defects, (2) curing the Deficiencies/Defects  
 698 in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing.  
 699 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Deficiencies/Defects and written inspection report(s)  
 700 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  
 701 cure or (b) Seller does not timely deliver the written notice of election to cure.  
 702 **ADDENDA** The attached \_\_\_\_\_ is/are made part of this Offer.

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703 This Offer was drafted] by [Licensee and firm] \_\_\_\_\_  
 704 \_\_\_\_\_ on \_\_\_\_\_.

705 All persons signing below on behalf of an entity represent that they have proper legal authority to sign for and bind the entity.  
 706 **NOTE: If signing for an entity use an authorized signature line and print your name and title.**

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

708 (x) \_\_\_\_\_

709 Authorized Signature ▲ Print Name & Title Here ► Date ▲

710 (x) \_\_\_\_\_

711 Individual Buyer's Signature ▲ Print Name Here ► Date ▲

712 (x) \_\_\_\_\_

713 Authorized Signature ▲ Print Name & Title Here ► Date ▲

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

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

717 (x) \_\_\_\_\_  
718 Authorized Signature ▲ Print Name & Title Here ► Date ▲

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

721 x) \_\_\_\_\_  
722 Authorized Signature ▲ Print Name & Title Here ► Date ▲

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

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

726 \_\_\_\_\_ Broker (By) \_\_\_\_\_

727 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE**  
728 **CLOSING AND THE CONVEYANCE OF THE ASSETS. SELLER AGREES TO CONVEY THE ASSETS ON THE TERMS AND**  
729 **CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

730 (Seller Entity Name (if any) [\(include type and state of organization\)](#)): \_\_\_\_\_  
731 \_\_\_\_\_

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732 (x) \_\_\_\_\_  
733 Authorized Signature ▲ Print Name & Title Here ► Date ▲

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

736 x) \_\_\_\_\_  
737 Authorized Signature ▲ Print Name & Title Here ► Date ▲

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

740 (Seller Entity Name (if any) [\(include type and state of organization\)](#)): \_\_\_\_\_  
741 \_\_\_\_\_

742 (x) \_\_\_\_\_  
743 Authorized Signature ▲ Print Name & Title Here ► Date ▲

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

746 x) \_\_\_\_\_  
747 Authorized Signature ▲ Print Name & Title Here ► Date ▲

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

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

752 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_

753

Seller Initials ▲      Date ▲

Seller Initials ▲

Date ▲

## REVISIONS TO WB-35 SIMULTANEOUS EXCHANGE AGREEMENT

To: DSPS Real Estate Contractual Forms Advisory Committee  
From: WRA Forms Committee  
Date: May 5, 2014  
RE: **WB-35 Simultaneous Exchange Agreement**

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The starting point for this discussion is the 2000 WB-35 Simultaneous Exchange Agreement. This may be viewed on the DSPS web site at <http://dsps.wi.gov/Documents/Credentialing%20Forms/Business%20Application%20Forms/WB-35.pdf>. This memo relating to the WB-35 and the accompanying drafts discusses a proposed draft of the WB-35 that is built primarily using the provisions from the current WB-35 draft and making modifications as is appropriate using provisions from the commercial and business offers. Some of the proposed modifications were made in response to the commentary from Mark Balisterri, who appeared at a prior meeting of this Committee. Mark Balisterri and the rest of the Wisconsin Exchange Club primarily use the WB-35 in a commercial context.

Mark Balisterri and J.R. Siewert, a WRA member who uses the WB-35 more in residential settings, both joined the WRA Forms Committee in a prior meeting to review the revised draft of the WB-35 and their comments and additional input was incorporated into the documents accompanying this memo. One draft is labeled WB-35WordProp1Tracking (shows the changes made) and the other is labeled WB-35WordProp1Sample (gives an idea of what the form would look like with the changes accepted).

### WB-35 Draft

Looking at the WB-35WordProp1Sample:

- ◆ Line 1 was modified to change "THE BROKER" TO "LICENSEE."
- ◆ Lines 4-11: extra lines were added to the lines where the parties are identified and where the properties are identified. It was requested that they have as much additional room in those areas as possible. **In general, in all sections where there are blank lines, the commercial exchange brokers have asked for extra lines whenever possible!**
  - ⇒ **In the draft the type of entity and state of organization is prompted in the signature blocks. Should that be on lines 4 and 6 instead or in addition to appearing in the signature blocks?**
- ◆ Lines 30-34, Time Is of the Essence: Time Is of the Essence appears in this sequence in the current WB-35. The corresponding section from the commercial/business offers was placed in the WB-35. This section could certainly be moved to another page later when the form is formatted.
- ◆ Lines 35-38, Acceptance section: the current WB-35 has a definition of acceptance but no separate section. The Acceptance section from the offers was inserted.
- ◆ Lines 39-41, Binding Acceptance: this section was left it now reads in the 2000 WB-35.

- ◆ Lines 42-60, Delivery of Documents and Written Notices: the updated section used in the offers has been substituted for the section in the 2000 WB-35, with appropriate adjustments to terminology (First Party and Second Party instead of Buyer and Seller).
- ◆ Lines 61-62, Personal Delivery/Actual Receipt: this section is new to the WB-35. It is the same as the corresponding section in the offers with appropriate adjustments to terminology (First Party and Second Party instead of Buyer and Seller).
- ◆ Lines 63-66, Leased Property: this section remains the same as it appears in the 2000 WB-35.
- ◆ Lines 67-81, Property Condition Provisions: this section was modified a bit with regard to terminology and the CAUTION is new, taken from the business offers.
- ◆ Lines 82-85, Property Dimensions and Surveys: this language was modified to resemble more closely the similar provisions in the offers.
- ◆ Lines 86-100, Inspections and Testing: the language from the offers was substituted in place of the similar provision in the 2000 WB-35 with appropriate adjustments to terminology (Grantee and Grantor instead of Buyer and Seller).
- ◆ Lines 101-110, Property Damage Between Acceptance and Closing: this provision was modified to bring it in line with the provision in the offers addressing the same issue.
- ◆ Lines 111-114, Pre-Closing Walk-Through: This provision has been updated and modified to reflect the language in the provisions in the offers.
- ◆ Lines 115-119, Occupancy: This provision also has been updated and modified to reflect the language in the provisions in the offers.
- ◆ Lines 120-177, Financing Contingency: at the request of Mark Balisterri the Financing Contingency was reworked to first insert the Financing Contingency provisions from the other offers and then to have separate information for the **First Party as Grantee** (lines 123-131) and the **Second Party as Grantee** (lines 132-140) and then a section of common provisions under **Provisions applicable to each Grantee** (lines 141-149). This is followed by the other familiar Financing Contingency subsections with appropriate adjustments to terminology (Grantee and Grantor instead of Buyer and Seller). The exchange practitioners appreciate the separate subsections for each party as it saves them from having to address financing in an addendum.
- ◆ Lines 178-185, Appraisal Contingency: this provision is like the one in the other offers except that it includes check boxes for each party and was modified with the appropriate adjustments to terminology (Grantee and Grantor instead of Buyer and Seller). One other difference is that the appraised value must meet or exceed the fair market value of the property ó there is no purchase price per se.
- ◆ Lines 186-206, Land Contract: the land contract provisions are based on the language that is in the 2000 WB-35. A check box was added to select if a land contract will be used and there are also check boxes for indicating which party would be grantee for the land contract financing. The provision separates out the information detail information for the **First Party as Grantee** (lines 195-200) and the **Second Party as Grantee** (lines 201-206). A section of common provisions appears at the beginning of this section (lines 187-194) as well as check boxes to show if land contract financing is desired by one or both parties.

- ◆ Lines 207-220, Fair Market Value: This section has been modified to incorporate the Wis. Stat. § 77.21 definition that also appears in the definitions section. This may be overkill but it is easy to remove one of these if you believe that best. The section was also amended to add other instances where the Fair Market Value is used or important and formatting was done to use initial caps on the phrase "Fair Market Value" because it is a defined term. Also review the timeframes and defaults because they were randomly selected. The provision also was changed to remove the arbitration remedy in the event the Parties won't agree on Fair Market Values and in its place a termination alternative was inserted, similar to what was done in the Allocation of Purchase Price section in the business offers to purchase.
- ◆ Lines 221-226, Rental Weatherization: this provision was left for the most part as it appears in the 2000 WB-35, the main exception being an updating of the code reference and the statement that the Grantor must provide a Certificate of Compliance at closing if responsible for compliance.
- ◆ Lines 227-228, Closing: the Wisconsin Exchange Club representative asked that we make the Place of Closing section more like the ones in the offers and only mention escrow closings rather than having presuming an escrow closing, as is the case in the 2000 WB-35. Mark Balisterri noted that while escrow closings are more common for national transactions they are not used as much with local players. As a result the Closing provision from the offers was modified. However, since the provision in the offers have the seller select the place of closing, a blank line was included to have this written in because it did not seem fair to have one party or the other choose a closing location.
- ◆ Lines 229-234, Escrow Closing: The Escrow closing section from the 2000 WB-35 was moved so that it directly follows the Closing section and a check box was inserted so that the parties can indicate if the closing will be in escrow. The original CAUTION regarding gap coverage was deleted. A blank where the escrow agent can be named was added. Is that appropriate?
- ◆ Lines 235-258, Closing Prorations: the Closing Prorations section from the offers was inserted in place of the existing provision with appropriate adjustments to terminology (Grantee and Grantor instead of Buyer and Seller). The CAUTION language from the 2000 WB-35 provision and the new provision were both used and combined. **Please review to see if it is redundant and should be further modified.**
- ◆ Lines 259-304, Title Evidence: This entire section was modified to make it like the similar section in the commercial and business offers, with appropriate adjustments to terminology (Grantee and Grantor instead of Buyer and Seller). The Gap Endorsement provision was inserted at lines 281-285.
- ◆ Lines 308-312, Cooperation with "Like Kind" Exchange: In explaining this provision, one of the WRA *Legal Updates* from 2000 indicates: "It is also possible that a property transferred or received in a simultaneous exchange is used as a step in a Starker exchange – thus the section for Cooperation with "Like Kind" Exchange has been included on page 4 of the 2000 exchange agreement. This use, however, will be unusual." As a result, the word "subsequent" has been inserted in this language to make it clear that the exchange documented in the Agreement is not a tax-deferred "Starker" exchange, rather that a property received in the exchange transaction may be used in a later Starker exchange. **This may be unnecessary and confusing – perhaps this provision should be removed?**
- ◆ Lines 314-399, Definition of Conditions Affecting the Property or Transaction: At the suggestion of the WRA Forms Committee, this definition is a combination of the Real Estate Condition Report items and the Vacant Land Disclosure Report items plus the conditions from the commercial offer. A lot of the additional length comes from the VLDR. **Suggestions for trimming this down? Does this mean there should be a separate disclosure report for exchanges?**

- ◆ Lines 400-409, Definitions of Deadlines and Defects: These definitions are taken from the offers.
- ◆ Lines 410-424, Definition of Environmental Site Assessment: this definition was modified to match the definition used in the commercial and business offers.
- ◆ Lines 425-427, Definition of Fair Market Value: This definition is also stated on lines 209-211 ó should it be removed from the definition section or from those lines or left in both places because it is so important?
- ◆ Lines 428-436, Definition of Fixture: The definition in the 2000 WB-35 was supplemented with a group of examples copied from the commercial offer.
- ◆ Lines 437-443, Definitions of Grantee, Grantor and Property: These definitions remain as stated in the 2000 WB-35. The definitions of Inspection and Test were removed since they have essentially been replaced by the Inspections and Testing section on lines 86-100. The definition of Other Expenses was also removed as that is not covered in lines 302-306.
- ◆ Lines 444-465, Default: This section was modified slightly to match the offers. The NOTE at the end is a bit of a blending between the 2000 WB-35 language and the similar NOTE in the WB-15 commercial offer.
- ◆ Lines 466-468, Brokers Compensation: The language here has been modified slightly. It apparently is intended to satisfy Wis. Admin. Code § REEB 24.05(1)(a) which provides: "Compensation. (a) A licensee acting as an agent in a real estate or business opportunity transaction may not accept any fee or compensation related to the transaction from any person, other than the licensee's client, principal broker, or broker-employer without prior written consent from all parties to the transaction." The language in the WB-35 allows brokers essentially to receive compensation from either party. **Should this continue to appear in the WB-35?**
- ◆ Lines 469-488, Environmental Evaluation Contingency: The 2000 WB-35 has a combination Environmental Evaluation/Inspection Contingency that has been split out in the WB-35 as was done in the business offers. There is a subsection for Contingency Satisfaction and Right to Cure. At the beginning of the contingency it now indicates that the parties should "CHECK AS APPLICABLE" in recognition that each party may wish to have an environmental evaluation. This may help eliminate the need to have a second Environmental Evaluation Contingency repeated in an addendum.
- ◆ Lines 489-512, Inspection Contingency: The 2000 WB-35 has a combination Environmental Evaluation/Inspection Contingency that has been split out in the WB-35 as was done in the business offers. There is a subsection for Contingency Satisfaction and Right to Cure. At the beginning of the contingency it now indicates that the parties should "CHECK AS APPLICABLE" in recognition that each party may wish to have an inspection. This may help eliminate the need to have a second Inspection Contingency repeated in an addendum.
- ◆ Lines 513-538, Document Review Contingency: This contingency was expanded a bit by adding the language from the commercial offer. At the beginning of the contingency it now indicates that the parties should "CHECK AS APPLICABLE" in recognition that each party may wish to have a document review. This may help eliminate the need to have a second Document Review Contingency repeated in an addendum.

◆ Lines 539-548, Tax Qualification Contingency: This largely remains as it appears in the 2000 exchange agreement. The one change is that now indicates that the parties should “CHECK AS APPLICABLE.”

◆ Lines 549-567, Additional Provisions, Addenda, Contract Warning: These provisions remain as they appear in the 2000 WB-35. The exchange practitioners would like to have as many blank lines here “ and in other provisions “ as possible.

◆ Everything through the end of the form is new. The signature blocks are reminiscent of the business offers, including the statement that persons signing on behalf of an entity have proper legal authority to do so. The exchange practitioners also suggested that the parties be prompted to indicate the type of entity and the state of incorporation/formation as part of the signature blocks and that suggestion is included in the drafts. Another option would be to include the prompt for type of entity and state of organization at the beginning of the form when the parties are first named “ or to include the prompt both at the beginning and at the end.

WB35RevisionsDSPS5-22-14

6x-4x-00-xx Optional Use Date  
9x-4x-00-xx Mandatory Use Date

**WB-35 SIMULTANEOUS EXCHANGE AGREEMENT**

1 **LICENSEE THE BROKER**-DRAFTING THIS AGREEMENT ON \_\_\_\_\_ [DATE] IS THE AGENT OF (FIRST  
2 PARTY) (SECOND PARTY) (BOTH PARTIES) [STRIKE TWO] **CAUTION: NOT TO BE USED FOR "STARKER" EXCHANGES.**  
3 **[GENERAL PROVISIONS]** First Party and Second Party agree to exchange Property One for Property Two. As used in this Agreement:  
4 First Party is \_\_\_\_\_  
5 \_\_\_\_\_  
6 Second Party is \_\_\_\_\_  
7 \_\_\_\_\_  
8 Property One is \_\_\_\_\_  
9 \_\_\_\_\_  
10 Property Two is \_\_\_\_\_  
11 \_\_\_\_\_

12 As to Property One, First Party is Grantor and Second Party is Grantee. As to Property Two, Second Party is Grantor and First  
13 Party is Grantee. Unless otherwise indicated, the words "Property," "Grantor," and "Grantee" shall apply separately to both  
14 aspects of the transaction (See lines 267-xxx-272-xxx).

- 15 ■ ADDITIONAL CONSIDERATION: At closing  First Party  Second Party shall pay the Other Party cash in the amount of \$ \_\_\_\_\_
- 16 ■ OTHER CONSIDERATION: At closing  First Party  Second Party shall: \_\_\_\_\_

17 \_\_\_\_\_  
18 **Note: If assuming mortgage(s), consider terms and balance of mortgage, lender approval, etc.**  
19 ■ FIXTURES AND OTHER PROPERTY: Included with the real property exchanged under this Agreement are all fixtures (See lines 263-  
20 266) as may be on the Property on the date of this Agreement, unless excluded at lines 22-25, and the following additional items:  
21 Property One: \_\_\_\_\_  
22 \_\_\_\_\_

23 Property Two: \_\_\_\_\_  
24 \_\_\_\_\_

25 All personal property will be transferred by Bill of Sale, free and clear of all liens and encumbrances, subject to tenants' rights.  
26 ■ ITEMS NOT INCLUDED IN THIS AGREEMENT: **CAUTION: Address rented fixtures or trade fixtures owned by tenants, if applicable.**  
27 Property One: \_\_\_\_\_  
28 Property Two: \_\_\_\_\_

29 **NOTE: Attach a schedule to identify additional included or excluded personal or other property, as needed.**  
30 **[TIME IS OF THE ESSENCE]** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing;  
31 (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: \_\_\_\_\_  
32 \_\_\_\_\_ .If "Time is of the Essence" applies to a date or Deadline, failure to  
33 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 performance within a  
34 reasonable time of the date or Deadline is allowed before a breach occurs.

35 ■ ~~TIME IS OF THE ESSENCE as to: (1) binding acceptance; (2) occupancy; (3) date of closing; (4) contingency deadlines; [STRIKE AS~~  
36 ~~APPLICABLE] and all other dates and deadlines in this Agreement except: \_\_\_\_\_~~  
37 **[ACCEPTANCE]** Acceptance occurs when all Grantors and Grantees have signed one copy of the Agreement, or separate but identical  
38 copies of the Agreement.

39 **CAUTION: Deadlines in the Agreement are commonly calculated from acceptance. Consider whether short term deadlines**  
40 **running from acceptance provide adequate time for both binding acceptance and performance.**  
41 **[BINDING ACCEPTANCE]** This Agreement will only be binding if a copy of the Agreement, which has been signed by or on behalf of each  
42 Party (NOTE: each Party, or an authorized agent, must sign for this Agreement to be valid), has been delivered to both Parties on or before  
43 \_\_\_\_\_.

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

46 (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.  
47 First Party's recipient for delivery (optional): \_\_\_\_\_  
48 Second Party's recipient for delivery (optional): \_\_\_\_\_  
49  (2) Fax: fax transmission of the document or written notice to the following telephone number:  
50 First Party: ( \_\_\_\_\_ ) Second Party: ( \_\_\_\_\_ )

51  (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service,  
52 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.

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

55 Delivery address for First Party: \_\_\_\_\_  
56 Delivery address for Second Party: \_\_\_\_\_

57  (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  
58 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each

59 consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and electronic  
60 signatures in the transaction, as required by federal law.

61 E-Mail address for First Party: \_\_\_\_\_  
62 E-Mail address for Second Party: \_\_\_\_\_

63 **[PERSONAL DELIVERY/ACTUAL RECEIPT]** Personal delivery to, or Actual Receipt by, any named First Party or Second Party  
64 constitutes personal delivery to, or Actual Receipt by, all First Parties or Second Parties.

65 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** ~~Unless otherwise stated in this Agreement, delivery of documents and~~  
66 ~~written notices to a Party shall be effective only when accomplished in any of the following ways:~~

67 ~~(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 with a~~  
68 ~~commercial delivery system addressed either to the Party or to the Party's recipient for delivery designated at lines 37 or 39 (if any), for~~  
69 ~~delivery to the Party's delivery address at lines 36 or 38.~~

70 ~~First Party's Address: \_\_\_\_\_~~  
71 ~~First Party's recipient for delivery (optional): \_\_\_\_\_~~

72 ~~Second Party's Address: \_\_\_\_\_~~  
73 ~~Second Party's recipient for delivery (optional): \_\_\_\_\_~~

74 ~~(2) By giving the document or written notice personally to the Party, or the Party's recipient for delivery if an individual is designated at lines~~  
75 ~~37 or 39.~~

76 ~~(3) By electronically transmitting the document or written notice to the following telephone number:~~  
77 ~~First Party: (\_\_\_\_) \_\_\_\_\_ Second Party: (\_\_\_\_) \_\_\_\_\_~~  
78 ~~Any signed document transmitted by fax shall be considered an original document and shall have the binding and legal effect of an original~~  
79 ~~document. The signature of any Party upon a faxed document shall be considered an original signature.~~

80 **[LEASED PROPERTY]** If Property is currently leased and leases extend beyond closing, Grantor shall assign Grantor's rights under the  
81 lease(s) and credit all security deposits and prepaid rents thereunder to Grantee at closing. The terms of the (written) (oral) [STRIKE ONE]  
82 lease(s), if any, are \_\_\_\_\_

83 \_\_\_\_\_  
84 **[PROPERTY CONDITION PROVISIONS PROVISION]**

85 **■ PROPERTY CONDITION REPRESENTATIONS:** Grantor represents to Grantee that as of the date of Grantor's signing of this Agreement  
86 Grantor has no notice or knowledge of ~~C~~onditions ~~A~~affecting the Property or ~~T~~ransaction (as defined at lines 227xxx-246xxx) other than  
87 those identified in Grantor's disclosure report (Property One report dated \_\_\_\_\_, Property Two report dated \_\_\_\_\_)  
88 which was received by Grantee prior to Grantee signing this Agreement [COMPLETE DATES OR STRIKE AS APPLICABLE], and the  
89 following: Property One: \_\_\_\_\_

90 \_\_\_\_\_  
91 Property Two: \_\_\_\_\_  
92 \_\_\_\_\_

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

94 **CAUTION:** If Assets include 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §  
95 709.03 may be required. If Assets include Real Estate without any buildings, a Vacant Land Disclosure Report containing the  
96 disclosures provided in Wis. Stat. § 709.033 may be required. Buyer may have rescission rights per Wis. Stat. § 709.05. A  
97 commercial or business disclosure report for commercial/business Real Estate may be used as well as business disclosure  
98 report(s) regarding Assets other than real estate. More than one report may be used.

99 **■ REAL ESTATE CONDITION REPORT:**

100 ~~Wisconsin law requires Grantors of property which includes 1-4 dwelling units to provide Grantees with a Real Estate Condition Report.~~  
101 ~~Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real estate transfer fee, and~~

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102 ~~sales by certain fiduciaries, (for example, personal representatives who have never occupied the property). The form of the Report is found~~  
103 ~~in Wis. Stats. § 709.03. The law provides: "709.02 Disclosure...the owner of the property shall furnish, not later than 10 days after~~  
104 ~~acceptance of the contract of sale, to the prospective buyer of the property a completed copy of the report...A prospective buyer who does~~  
105 ~~not receive a report within the 10 days, may within 2 business days after the end of that 10 day period, rescind the contract of sale by~~  
106 ~~delivering a written notice of rescission to the owner or the owner's agent." Grantee may also have certain rescission rights if a Real Estate~~  
107 ~~Condition Report disclosing defects is furnished before expiration of the 10 days, but after the Agreement is submitted to Grantor. Grantee~~  
108 ~~should review the report form or consult with an attorney for additional information regarding these rescission rights.~~

109 **■ PROPERTY DIMENSIONS AND SURVEYS:** Each Party acknowledges that any ~~Property~~land, building or room dimensions, or total  
110 acreage or building square footage figures, provided to that Party ~~by the Other Party or by a broker~~ may be approximate because of  
111 rounding, ~~formulas used~~ or other reasons, unless verified by survey or other means. ~~Each Party also acknowledges that there are various~~  
112 ~~formulas used to calculate total square footage of buildings and that total square footage figures will vary dependent upon the formula~~  
113 ~~used.~~ CAUTION: Each Party should verify total square footage ~~formula~~or acreage figures and land, ~~Property~~, building or other  
114 room dimensions, ~~and total acreage or square footage figures~~, if the information is material to the Party's decision to purchase.

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

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

126 Grantee agrees to promptly restore the Property to its original condition after Grantee's inspections and testing are completed unless  
127 otherwise agreed to with Grantor. Grantee agrees to promptly provide copies of all inspection and testing reports to Grantor. Grantor  
128 acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin  
129 Department of Natural Resources.  
130 ~~Grantor agrees to allow Grantee and Grantee's inspectors reasonable access to the Property upon reasonable notice if the inspections are~~  
131 ~~reasonably necessary to satisfy the contingencies in this Agreement. Grantee agrees to promptly provide copies of all~~  
132 ~~third-party inspection reports to Grantor, and to listing broker if Property is listed. Furthermore, Grantee agrees to promptly restore the~~  
133 ~~property to its original condition after Grantee's and Grantee's inspector's inspections are completed, unless otherwise agreed with Grantor.~~  
134 ~~**Caution: See lines 273-281 for definitions of "inspection" and "test". Grantor's authorization for inspections does not authorize**~~  
135 ~~**Grantee to conduct testing of the Property. If Grantee requires testing contingencies, they should be specifically provided for at**~~  
136 ~~**lines 349-353. Grantor acknowledges that certain inspections or tests may detect environmental pollution which may be required**~~  
137 ~~**to be reported to the Wisconsin Department of Natural Resources.**~~

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

149 **■ PRE-CLOSING INSPECTION WALK-THROUGH:** At a reasonable time, preapproved by Grantor or Grantor's agent, within 3 days ~~before~~  
150 prior to closing, Grantee shall have the right to inspect walk through the Property to determine that there has been no significant change in  
151 the condition of the Property, except for ordinary wear and tear and changes approved by Grantee, and that any Defects Grantor has  
152 agreed to cure have been repaired in the manner agreed to by the Parties.

153 **[OCCUPANCY]** Occupancy of the entire Property shall be given to Grantee at time of closing unless otherwise provided in this ~~Offer~~  
154 Agreement at lines 349:xxx-352:xxx or in an addendum per line 353:xxx. At time of Grantee's occupancy, Property shall be in broom swept  
155 condition and free of all debris and personal property except for personal property belonging to current tenants, or that sold to Grantee or  
156 left with Grantee's consent. Occupancy shall be given subject to tenant's rights, if any. **CAUTION: Consider an agreement which**  
157 **addresses responsibility for removal of personal property and debris prior to occupancy, if applicable.**

**IF LINE XXX IS NOT MARKED OR IS MARKED N/A LINES XXX-XXX APPLY.**

158  **FINANCING CONTINGENCY:** This Offer is contingent upon Grantee being able to obtain the following described financing within  
159 \_\_\_\_\_  
160 \_\_\_\_\_ days of acceptance of this Offer:

161  **First Party as Grantee:** a written \_\_\_\_\_ [INSERT LOAN PROGRAM OR SOURCE] first mortgage  
162 loan commitment in an amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized  
163 over not less than \_\_\_\_\_ years. Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Buyer agrees to  
164 pay discount points and/or loan origination fee in an amount not to exceed \_\_\_\_\_ % of the loan.

165 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE xxx or xxx.**

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

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

170  **Second Party as Grantee:** a written \_\_\_\_\_ [INSERT LOAN PROGRAM OR SOURCE] first  
171 mortgage loan commitment in an amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years,  
172 amortized over not less than \_\_\_\_\_ years. Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Buyer  
173 agrees to pay discount points and/or loan origination fee in an amount not to exceed \_\_\_\_\_ % of the loan.

174 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE xxx or xxx.**

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

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

179 **Provisions applicable to each Grantee:** Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard  
180 insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. If the purchase  
181 price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the  
182 purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization  
183 stated above. Monthly payments of principal and interest may be adjusted to reflect any interest changes.

184 If Grantee is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines xxx-xxx or  
185 in an addendum attached per line xxx.

186 **NOTE:** If this exchange is conditioned on a Grantee obtaining financing for operations or development consider adding a  
187 contingency for that purpose.

188 **■ GRANTEE'S LOAN COMMITMENT:** Grantee agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan,  
189 and to provide evidence of application promptly upon request of Grantor. If Grantee qualifies for the loan described in this Agreement or  
190 another loan acceptable to Grantee, Grantee agrees to deliver to Grantor a copy of the written loan commitment no later than the deadline  
191 at line 229. Grantee and Grantor agree that delivery of a copy of any written loan commitment to Grantor (even if subject to  
192 conditions) shall satisfy Grantee's financing contingency if, after review of the loan commitment, Grantee has directed, in writing,  
193 delivery of the loan commitment. Grantor's written direction shall accompany the loan commitment. Delivery shall not satisfy this  
194 contingency if accompanied by a notice of unacceptability.

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

**GRANTOR TERMINATION RIGHTS:** If Grantee does not make timely delivery of said commitment; Grantor may terminate this Agreement if Grantor delivers a written notice of termination to Grantee prior to Grantor's Actual Receipt of a copy of Grantee's written loan commitment.

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

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

**APPRAISAL CONTINGENCY:**  **First Party as Grantee**  **Second Party as Grantee [CHECK ONE OR BOTH AS APPLICABLE]:** This Agreement is contingent upon the Grantee or Grantee's lender having the Property appraised at Grantee's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Agreement indicating an appraised value for the Property equal to or greater than the Fair Market Value (see lines xxx-xxx). This contingency shall be deemed satisfied unless Grantee, within \_\_\_\_\_ days of acceptance, delivers to Grantor a copy of the appraisal report which indicates that the appraised value is not equal to or greater than Fair Market Value, accompanied by a written notice of termination.

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

#### **ADDITIONAL FINANCING PROVISIONS**

**LOAN COMMITMENT:** If this Agreement is contingent on financing, Grantee agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and to provide evidence of application promptly upon request of Grantor. If Grantee qualifies for said financing or other financing acceptable to Grantee, Grantee agrees to delivery to Grantor, or Grantor's agent, a copy of the written loan commitment no later than the deadline for loan commitment under the Financing Contingency. **Grantee's delivery of a copy of any written loan commitment (even if subject to conditions) shall satisfy the Grantee's financing contingency unless accompanied by a notice of unacceptability. CAUTION: GRANTEE, GRANTEE'S LENDER AND AGENTS OF GRANTEE OR GRANTOR SHOULD NOT DELIVER A LOAN COMMITMENT TO GRANTOR WITHOUT GRANTEE'S PRIOR APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

**GRANTOR TERMINATION RIGHTS:** If Grantee does not make timely delivery of said commitment, Grantor may terminate this Agreement if Grantor delivers a written notice of termination to Grantee prior to Grantor's actual receipt of a copy of Grantee's written loan commitment.

**FINANCING UNAVAILABILITY:** If this Agreement is contingent on financing and financing is not available on the terms stated, Grantee shall promptly deliver written notice to Grantor of same, including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in the Financing Contingency, Grantor shall then have 5 days to give Grantee written notice of Grantor's decision to finance this transaction on the same terms set forth herein, and this Agreement shall remain in full force and effect, with the time for closing extended accordingly. If Grantor's notice is not timely given, this Agreement shall be null and void.

**LAND CONTRACT FINANCING:**  **First Party as Grantee**  **Second Party as Grantee [CHECK ONE OR BOTH AS APPLICABLE]** If this Agreement provides for a land contract bBoth Parties agree to execute a State Bar of Wisconsin Form 11 Land Contract, the terms of which are incorporated into this Agreement by reference. Prior to execution of the land contract Grantor shall provide the same evidence of merchantable title as required below and written proof, at or before execution, that the total underlying indebtedness, if any, is not in excess of the proposed balance of the land contract, that the payments on the land contract are sufficient to meet all of the obligations of Grantor on the underlying indebtedness, and that all creditors whose consent is required have consented to the land contract sale. Grantor may terminate this Agreement if creditor approval cannot be obtained. Grantor may terminate this Agreement if Grantee does not provide a written credit report which indicates that Grantee is credit worthy based upon reasonable underwriting standards within 15 days of acceptance. Grantee shall pay all costs of obtaining creditor approval and the credit report.

**Note: The contingency at line 123 is part of this Offer if marked, such as with an "x." It is not if not so marked or marked N/A.**

**FINANCING CONTINGENCY:** This Agreement is contingent upon  First Party  Second Party [CHECK ONE] ("Borrower" for the purpose of this contingency) being able to obtain: [CHECK APPLICABLE FINANCING BELOW]

land contract financing from the Other Party at closing as further described at lines 128-147 and 113-120.

a \_\_\_\_\_ [INSERT LOAN PROGRAM] (fixed) (adjustable) [STRIKE ONE] rate first mortgage loan commitment as further described at lines 128-141 and 97-112, within \_\_\_\_\_ days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized

**PROPERTY ADDRESS:** \_\_\_\_\_ [page 3 of 6, WB-35] over not less than \_\_\_\_\_ years. If the purchase price under this Offer is modified, the financed 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.

**IF FINANCING IS FIXED RATE** the annual rate of interest shall not exceed \_\_\_\_\_ % and monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_.

263 ~~IF FINANCING IS ADJUSTABLE RATE~~ the initial annual interest rate shall not exceed \_\_\_\_\_%. The initial interest rate shall be fixed for  
264 \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % per year. The maximum interest rate during  
265 the mortgage term shall not exceed \_\_\_\_\_%. Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_.

266 Monthly payments of principal and interest may be adjusted to reflect interest changes.  
267 ~~MONTHLY PAYMENTS MAY ALSO INCLUDE~~ 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and  
268 private mortgage insurance premiums. The mortgage may not include a prepayment premium. Grantee agrees to pay a loan fee in an  
269 amount not to exceed \_\_\_\_\_% of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include  
270 Grantee's other closing costs.) Note: Unless otherwise agreed, Grantee's delivery of any document labeled a loan commitment will satisfy  
271 this contingency.

272 **IF FINANCING IS BY LAND CONTRACT**

273  **First Party as Grantee:** \$ \_\_\_\_\_ shall be paid at closing (in addition to earnest money) interest rate following  
274 payment default shall be \_\_\_\_\_ %, the default period shall be \_\_\_\_\_ days for payments and \_\_\_\_\_ days for performance of any other  
275 obligations. Interest shall be calculated on a  prepaid  postpaid [CHECK ONE] basis. The first payment shall be due \_\_\_\_\_  
276 \_\_\_\_\_. Any amount may be prepaid on principal without penalty at any time. If the term of the land contract is shorter than the  
277 amortization period, a balloon payment will be due at the end of the term of the land contract.  Borrower Grantee  Other Party Grantor  
278 [CHECK ONE] shall be responsible for the preparation of the land contract, including all costs of preparation.

279  **Second Party as Grantee:** \$ \_\_\_\_\_ shall be paid at closing (in addition to earnest money) interest rate following  
280 payment default shall be \_\_\_\_\_ %, the default period shall be \_\_\_\_\_ days for payments and \_\_\_\_\_ days for performance of any other  
281 obligations. Interest shall be calculated on a  prepaid  postpaid [CHECK ONE] basis. The first payment shall be due \_\_\_\_\_  
282 \_\_\_\_\_. Any amount may be prepaid on principal without penalty at any time. If the term of the land contract is shorter than the  
283 amortization period, a balloon payment will be due at the end of the term of the land contract.  Borrower Grantee  Other Party Grantor  
284 [CHECK ONE] shall be responsible for the preparation of the land contract, including all costs of preparation.

285 **[FAIR MARKET VALUE]** Note: Fair Market Value must be determined prior to completion of the transfer fee return per Wis. Stats. § 77.22.  
286 Fair Market Value information may also be needed to determine if the transaction qualifies for a particular tax treatment and with regard to  
287 appraised values, financing, insurance and title insurance amounts per lines 474xxx-477xxx. Fair Market Value is defined in Wis. Stat. §  
288 77.21 as: "The estimated price the property would bring in an open market and under the then prevailing market conditions in a sale  
289 between a willing seller and a willing buyer, both conversant with the property and at prevailing general price levels." See lines 260-262 for  
290 a definition of fair market value per Wis. Stats. § 77.21. If Fair Market Value is available on the date of this agreement, state the Fair Market  
291 Value of the Properties:

292 Property One: \$ \_\_\_\_\_ Property Two: \$ \_\_\_\_\_

293 If Fair Market Values are not stated in this Agreement, the Parties shall agree on the Fair Market Values of the Properties, in writing, ~~prior~~  
294 ~~Teno~~ later than \_\_\_\_\_ days before closing ("10" if left blank). ~~If the Parties cannot agree on fair market values by the deadline either Party~~  
295 ~~may, within 5 days following the deadline, deliver written notice to terminate this Agreement and any earnest money shall be returned to~~  
296 ~~Grantee. If no notice is delivered by either party within such 5 day period the Parties agree to proceed to closing and separately establish~~  
297 ~~Fair Market Value.~~

298 **CAUTION: Failure of the parties to agree on Fair Market Values prior to closing may have tax implications. The Parties should**  
299 **consult accountants, legal counsel or other appropriate experts, as necessary.**

300 ~~If the Parties cannot agree by the deadline, the Parties shall submit this matter to binding arbitration and~~  
301 ~~shall share the cost of arbitration equally. Should this matter go to arbitration, the date set for closing shall be extended accordingly.~~

302 **[RENTAL WEATHERIZATION]** For each Property containing dwelling units, identify whether the transfer of the Property is or is not exempt  
303 from ~~State of Wisconsin~~ Rental Weatherization Standards (Wis. Admin. Code, Ch. SPS 367 ~~LHR 67, Wisconsin Administrative Code~~). For  
304 each Property which is not exempt, identify which Party will be responsible for compliance, including costs of compliance:

305 **Property One:** (is)(is not) [STRIKE ONE] exempt. **Property Two:** (is)(is not) [STRIKE ONE] exempt. Party responsible for cost of  
306 Compliance: **Property One:** (First Party) (Second Party) [STRIKE ONE] **Property Two:** (First Party) (Second Party) [STRIKE ONE] If  
307 Grantor is responsible for compliance. Grantor shall provide a Certificate of Compliance at closing.

308 **CLOSING** This transaction is to be closed at \_\_\_\_\_  
309 no later than \_\_\_\_\_, unless otherwise agreed by the Parties in writing.

310 ~~**PLACE OF CLOSING** This transaction is to be closed in escrow [STRIKE ESCROW LANGUAGE IF NOT APPLICABLE] at \_\_\_\_\_~~  
311 ~~\_\_\_\_\_ no later than \_\_\_\_\_, unless another date or place is agreed to~~  
312 ~~in writing (See lines 204-214). Escrow fees shall be the responsibility of: (First Party) (Second Party) (Shared equally) [STRIKE TWO].~~

313  **ESCROW CLOSING:** The escrow agent shall be \_\_\_\_\_  
314 Escrow fees shall be the responsibility of: (First Party) (Second Party) (shared equally) [STRIKE TWO]. Each Party shall deposit with the  
315 escrow agent all funds and documents necessary to complete the exchange according to the terms of this Agreement. The escrow agent  
316 shall disburse the closing funds and record/file the documents promptly upon verification that, per the most current records available for  
317 review, the condition of title has not changed from the condition of title shown in the title commitment provided per lines xxx-xxx, other than  
318 liens to be paid out of closing proceeds and other changes agreed to by the Parties.

319 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate  
320 taxes, rents, prepaid insurance (if transferred), private and municipal charges, property owners association assessments, fuel, other prepaid  
321 amounts for items being transferred to Grantee, and \_\_\_\_\_

322 \_\_\_\_\_ [STRIKE AND COMPLETE AS APPLICABLE]

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

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

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

- 326  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as  
327 general property taxes after state tax credits and lottery credits are deducted) (Note: this choice applies if no box is checked)  
328  Current assessment times current mill rate (current means as of the date of closing)  
329  Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year  
330 if known, multiplied by current mill rate (current means as of the date of closing)  
331  Other: \_\_\_\_\_

332 **CAUTION: If Property has not been fully assessed for tax purposes (for example, recent land division or completed/pending**  
333 **reassessment) or if proration on the basis of net general real estate taxes is not acceptable (for example, changing mill rate), insert**

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

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

343 ~~The following items shall be prorated at closing: real estate taxes, rents, private and municipal charges, property owner's association~~  
344 ~~assessments, fuel and \_\_\_\_\_.~~ Any income, taxes or expenses shall  
345 accrue to Grantor, and be prorated, through the day prior to closing. Net general real estate taxes shall be prorated based on (the net  
346 general real estate taxes for the current year, if known, otherwise on the net general real estate taxes for the preceding year)  
347 (~~\_\_\_\_\_~~). ~~[STRIKE AND COMPLETE AS APPLICABLE]~~

348 ~~**CAUTION: If Property has not been fully assessed for tax purposes (for example, recent land division or completed/pending**~~  
349 ~~**reassessment) or if proration on the basis of net general real estate taxes is not acceptable (for example, changing mill rate), insert**~~  
350 ~~**estimated annual tax or other basis for proration.**~~

351 **[TITLE EVIDENCE]**

352 **■ FORM OF TITLE EVIDENCE:** Grantor shall give evidence of title in the form of an owner's policy of title insurance on a current ALTA form  
353 issued by an insurer licensed to write title insurance in Wisconsin. Grantor shall pay all costs of providing title evidence to Grantee. Grantee  
354 shall pay all costs of providing title evidence required by Grantee's lender. The policies shall be in the amount of (the Property's Fair Market  
355 Value as defined at lines 148-155) (Property One: \$ \_\_\_\_\_ [STRIKE AND COMPLETE AS APPLICABLE]  
356 Property Two: \$ \_\_\_\_\_)

357 **■ CONVEYANCE OF TITLE:** Upon payment of the purchase price, Grantor shall convey the Property by warranty deed (trustee's  
358 deed if Grantor is a trust, personal representative's deed if Grantor is an estate, deed (or other conveyance as provided herein) free  
359 and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded  
360 easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, tenant's rights, general  
361 taxes levied in the year of closing and \_\_\_\_\_

362 \_\_\_\_\_ (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title  
363 for purposes of this transaction. Grantor further agrees to complete and execute the documents necessary to record the conveyance at  
364 Grantor's cost and pay the Wisconsin Real Estate Transfer Fee.

365 **■ PROPERTY IMPROVEMENT, DEVELOPMENT FOR CHANGE IN USE**

366 **WARNING:** If Grantee contemplates improving or developing Property, or a change in use, Grantee may need to address municipal  
367 and zoning ordinances, recorded building and use restrictions, covenants and easements which may prohibit some improvements  
368 or uses. The need for building permits, zoning variances, environmental audits, etc. may need to be investigated to determine  
369 feasibility of improvements, development or use changes for Property. Contingencies for investigation of these issues may be  
370 added to this Agreement. See lines 349xxx-353xxx.

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

376 **■ PROVISION OF MERCHANTABLE TITLE:** ~~Grantor shall pay all costs of providing title evidence.~~ For purposes of closing, title evidence  
377 shall be acceptable if the required title insurance commitment ~~for the required title insurance~~ is delivered to Grantee's attorney or to Grantee  
378 not more than \_\_\_\_\_ days after acceptance ("15" if left blank) not less than 5 business days before closing, showing title to the  
379 Property as of a date no more than \_\_\_\_\_ days ~~45 days~~ before delivery ("15" if left blank), of such title evidence to be  
380 merchantable per line xxx-xxx, subject only to liens which will be paid out of the proceeds of closing and standard title insurance  
381 requirements and exceptions, as appropriate. **CAUTION: IF TITLE EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE**

382 **INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**

383 **■ TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Grantee shall notify Grantor in writing of objections to title  
384 within \_\_\_\_\_ days ("15" if left blank) after delivery of the title commitment to Grantee or Grantee's attorney, by the time set for  
385 closing. In such event, Grantor shall have a reasonable time, but not exceeding \_\_\_\_\_ days ("5" if left blank) ~~45 days~~ from Grantee's  
386 delivery of the notice stating title objections, to deliver notice to Grantee stating Grantor's election to remove the objections by the time set for  
387 closing, and the time for closing shall be extended as necessary for this purpose. In the event that Grantor is unable to remove said  
388 objections, Grantee may deliver to Grantor written notice waiving the objections, and the time for closing shall be extended accordingly. If  
389 Grantee does not waive the objections, shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and  
390 the time for closing shall be extended accordingly. If

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391 Grantee does not waive the objections, Grantee shall deliver written notice of termination and this Agreement shall be null and void.

392 Providing title evidence acceptable for closing does not extinguish Grantor's obligations to give merchantable title to Grantee.

393 **■ SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to date of this Agreement shall be  
394 paid by Grantor no later than closing. All other special assessments shall be paid by Grantee.

395 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for**  
396 **current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or**  
397 **ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street,**  
398 **sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and**  
399 **interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. §**  
400 **66.0617(1)(f), for work on site actually commenced or levied prior to date of this Agreement shall be paid by Grantor no later than closing. All**  
401 **other special assessments shall be paid by Grantee. CAUTION: See lines 275-277 regarding other expenses. Consider a special**  
402 **agreement regarding these expenses, if applicable.**

403 **ESCROW CLOSING** If closing is to be conducted by escrow, each Party shall deposit with the escrow agent all funds and documents  
404 necessary to complete the exchange according to the terms of this Agreement. The escrow agent shall disburse the closing funds and  
405 record/file the documents promptly upon verification that, per the most current records available for review, the condition of title has not  
406 changed from the condition of title shown in the title commitment provided per lines 190-193, other than liens to be paid out of closing  
407 proceeds and other changes agreed to by the Parties. **CAUTION: CONSIDER THE POSSIBILITY OF GAPS IN TITLE RECORDS DUE TO**

**DELAYS WHICH MAY OCCUR BETWEEN THE FILING OF DOCUMENTS FOR RECORDING AND THE AVAILABILITY OF THOSE DOCUMENTS FOR REVIEW BY THE ESCROW AGENT. IF TITLE INSURANCE IS BEING PROVIDED BY GRANTOR, A "GAP ENDORSEMENT" MAY BE AVAILABLE AND WOULD INSURE AGAINST LIENS OR ENCUMBRANCES FILED BETWEEN THE EFFECTIVE DATE OF THE TITLE SEARCH BY THE ESCROW AGENT AND THE RECORDING OF THE CONVEYANCE DOCUMENTS CALLED FOR BY THIS AGREEMENT.**

**[ENTIRE AGREEMENT]** This Agreement, including any amendments, contains the entire agreement of the Parties regarding the transaction. All prior negotiations and discussion have been merged into this Agreement. This Agreement binds and inures to the benefit of the Parties to this Agreement and their successors in interest.

**[COOPERATION WITH SUBSEQUENT "LIKE KIND" EXCHANGE]** Grantor understands that Grantee may elect to consummate this transaction as part of a subsequent tax deferred "like kind" exchange under ~~§Section~~ 1031 of the Internal Revenue Code. Grantor agrees to cooperate with Grantee in such exchange. Any costs associated with the exchange portion of the transaction shall be ~~borne~~ borne by the Grantee. In addition, Grantee hereby agrees to indemnify, defend, and hold Grantor harmless from and against any claim, suits, actions, damages, or liabilities as may arise as a reason of Grantor's cooperation with respect to the effectuation of a tax-deferred "like kind" exchange ~~as contemplated herein~~.

**[DEFINITIONS]**

■ ~~ACCEPTANCE: "Acceptance" occurs when all Grantees and Grantors have signed an identical copy of the Agreement, including signatures on separate but identical copies of the Agreement. See lines 28-30 regarding when this Agreement becomes binding.~~

■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** A "Condition Affecting the Property or Transaction" is defined as follows to include, but is not limited to, the following:

- a. a. Defects in the roof.
- b. Defects in the electrical system including fire safety, security or lighting.
- c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in the sale.
- d. Defects in the heating, ventilation and air conditioning system (including the air filters and humidifiers).
- e. Defects in the well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned according to applicable regulations.
- f. Property is served by a joint well.
- g. Defects in the septic system or other sanitary disposal system on the Property or out-of-service septic systems not closed/abandoned according to applicable regulations.
- h. Underground or aboveground fuel storage tanks on or previously located on the Property for storage of flammable or combustible liquids, including, but not limited to, gasoline and heating oil. (If "yes", the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Regulations of the Wisconsin Department of Agriculture, Trade and Consumer Protection may require the closure or removal of unused tanks.)
- i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased).
- j. Defects in the walls, basement or foundation (including cracks, seepage and bulges).
- k. The Property or a portion of the Property is located in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- l. Defects in the structure of the Property.
- m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.
- n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway), violation of fence laws (Wis. Stat. ch. 90) (where one or both of the properties is used and occupied for farming or grazing) or a pier is attached to the Property that is not in compliance with state or local pier regulations.
- o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint, lead or arsenic in soil, lead in water supplies or plumbing system, pesticides, herbicides, fertilizer, mold, ~~or~~ other potentially hazardous or toxic substances on the Property, conditions constituting a significant health risk or safety hazard for occupants of the Property, or material violations of environmental rules or other rules or agreements regulating the use of the Property. **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential properties built before 1978.**
- p. Presence of asbestos or asbestos-containing materials on the Property.
- q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances on neighboring properties.
- r. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect infestations.
- s. Defects in a wood burning stove or fireplace or Defects caused by a fire in a stove or fireplace or elsewhere on the Property.
- t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership without required permits.
- u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.
- v. Notice of property tax increases, other than normal annual increases, or completed or pending property tax reassessment.
- w. Remodeling that may increase Property's assessed value.
- x. Proposed or pending special assessments.
- y. Property is located within a 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.
- z. Proposed, planned or commenced public improvements or public construction projects which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
- aa. Subdivision homeowners' associations, common areas co-owned with others, zoning or building code violations or nonconforming structures or uses, conservation easements, restrictive covenants, rights-of-way, easements other than recorded utility easements, easement maintenance agreements, shared fences, walls, wells, driveways, signage or other shared usages; ~~or~~ another use of a part of the Property by non-owners, or leased parking, ~~other than recorded utility easements.~~
- bb. Structure on the Property is designated as an historic building or part of the Property is in an historic -district, or burial sites, archeological artifacts, mineral rights, orchards or endangered species on the Property.
- cc. Any land division or subdivision involving the Property for which required state or local permits ~~had~~ were not ~~been~~ obtained.
- dd. Violation of state or local smoke and carbon monoxide detector laws.

479 ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.  
480 ff. The Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR)-rules related to county  
481 shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to shoreland conditions,  
482 enforceable by the county.  
483 gg. Government agency or court order requiring repair, alteration or correction of any existing condition, or government investigation or  
484 private assessment/audit (of environmental matters) conducted.  
485 hh. A portion of the Property being subject to, enrolled in or in violation of, a farmland preservation agreement or in a certified farmland  
486 preservation zoning district, or enrolled in, or in violation of, a Forest Crop, Managed Forest (see Wis. Stat. § 710.12), Conservation  
487 Reserve, or comparable program.  
488 ii. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.  
489 jj. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface foundations or  
490 waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic or hazardous materials or  
491 containers for these materials were disposed of in violation of manufacturer's or government guidelines or other laws regulating said  
492 disposal; high groundwater; adverse soil conditions (e.g. low load bearing capacity, earth or soil movement, slides) or excessive rocks  
493 or rock formations.  
494 kk. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other contaminated land,  
495 or soils contamination remediated under PECFA, the Department of Natural Resources (DNR) Remediation and Redevelopment  
496 Program, the Agricultural Chemical Cleanup Program or other similar program.  
497 ll. Lack of legal vehicular access to the Property from public roads or access restrictions.  
498 mm. Flooding, standing water, drainage problems or other water problems on or affecting the Property.  
499 nn. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.  
500 oo. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring  
501 property.  
502 pp. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial injuries or  
503 disease in livestock on the Property or neighboring properties.  
504 qq. Existing or abandoned manure storage facilities on the Property.  
505 rr. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of the Property  
506 to a reasonable person with knowledge of the nature and scope of the condition or occurrence.  
507 ss. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the  
508 payment of a use-value conversion charge has been deferred.  
509 tt. Other conditions or occurrences which would significantly reduce the value of the Property to a reasonable person with knowledge of  
510 the nature and scope of the condition or occurrence or other Defects affecting the Property.  
511 ~~(a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the~~  
512 ~~present use of the Property;~~  
513 ~~(b) government agency or court order requiring repair, alteration or correction of any existing condition;~~  
514 ~~(c) completed or pending reassessment of the Property for property tax purposes;~~  
515 ~~(d) structural inadequacies which if not repaired will significantly shorten the expected normal life of the Property;~~  
516 ~~(e) any land division involving the Property, for which required state or local approvals were not obtained;~~  
517 ~~(f) construction or remodeling on the Property for which required state or local approvals were not obtained;~~  
518 ~~(g) any portion of the Property being in a 100-year floodplain, a wetland or shoreland zoning area under local, state or federal regulations;~~  
519 ~~(h) that a structure on the Property is designated as a historic building or that any part of the Property is in a historic district;~~  
520 ~~(i) material violations of environmental laws or other laws or agreements regulating the use of the Property;~~  
521 ~~(j) conditions constituting a significant health or safety hazard for occupants of the Property;~~  
522 ~~(k) underground storage tanks on the Property for storage of flammable or combustible liquids including but not limited to gasoline and~~  
523 ~~heating oil, NOTE: The Wisconsin Administrative Code contains registration and operation rules for such underground storage tanks.~~  
524 ~~(l) underground or aboveground storage tanks for storage of flammable, combustible or hazardous materials including but not limited to~~  
525 ~~gasoline and heating oil, which are currently or which were previously located on the Property;~~  
526 ~~(m) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;~~  
527 ~~(n) material levels of hazardous substances located on Property or previous storage of material amounts of hazardous substances on~~  
528 ~~Property;~~  
529 ~~(o)(a) other conditions or occurrences which would significantly reduce the value of the Property to a reasonable person with knowledge~~  
530 ~~of the nature and scope of the condition or occurrence.~~  
531 ■ DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event  
532 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a  
533 specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day  
534 designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines  
535 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  
536 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  
537 specific event, such as closing, expire at midnight of that day.  
538 ■ DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly  
539 impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or  
540 adversely affect the expected normal life of the premises.  
541 ■ ENVIRONMENTAL SITE ASSESSMENT: An "environmental site assessment" (also known as a "Phase One Site Assessment") (see lines  
542 xxx-xxx) may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property,  
543 including a search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a  
544 review of historic and recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued  
545 with respect to the Property; (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the  
546 Property; and (6) a review to determine if the Property is listed in any of the written compilations of sites or facilities considered to pose a  
547 threat to human health or the environment including the National Priorities List, the Department of Natural Resources' (DNR) Registry of  
548 Abandoned Landfills, Waste Disposal Sites, the DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and  
549 Redevelopment (RR) Sites Map including the Geographical Information System (GIS) Registry and related resources. Registry of Leaking  
550 Underground Storage Tanks, the DNR's most recent remedial response site evaluation report (including the Inventory of Sites and Facilities

551 ~~Which May Cause or Threaten to Cause Environmental Pollution~~). Any ~~E~~<sup>E</sup> "environmental ~~S~~<sup>S</sup>ite ~~A~~<sup>A</sup>ssessment" performed under this  
552 Agreement shall comply with generally recognized industry standards (e.g. current American Society of Testing and Materials "Standards  
553 ~~Practice~~ for Environmental Site Assessments ~~for Commercial Real Estate~~"), state and federal guidelines, as applicable. **Caution: Unless**  
554 **otherwise agreed an E<sup>E</sup> "environmental S<sup>S</sup>ite Assessment" does not include subsurface testing of the soil or groundwater or other**  
555 **testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site**  
556 **Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives)**  
557 **or other site evaluation at lines xxx-xxx or attach as an addendum per line xxx.**

558 ~~of the Property for environmental pollution.~~  
559 ■ **FAIR MARKET VALUE:** Fair ~~M~~<sup>M</sup>arket ~~V~~<sup>V</sup>alue, as defined in Wis. Stats. §77.21 means: "The estimated price the property would bring in an  
560 open market and under the then prevailing market conditions in a sale between a willing seller and a willing buyer, both conversant with the  
561 property and at prevailing general price levels." See lines xxx-xxx.

562 ■ **FIXTURES:** A "F<sup>F</sup>ixture" is an item of property which is physically attached to or so closely associated with land and improvements so as to  
563 be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the  
564 Property, items specifically adapted to the Property, and items customarily treated as fixtures, ~~including, but not limited to, all: garden bulbs;~~  
565 ~~plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds~~  
566 ~~and shutters; central heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or~~  
567 ~~fitted floor coverings; awnings; attached antennas; garage door openers and remote controls; installed security systems; central vacuum~~  
568 ~~systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on~~  
569 ~~permanent foundations and docks/piers on permanent foundations.~~ A F<sup>F</sup>ixture does not include trade fixtures owned by tenants of the  
570 Property.

571 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines xx-xx. See Lines 15-25.**

572 ■ **GRANTEE:** "Grantee" as used in this Agreement refers to a Party who will receive an interest in Property under this Agreement. Any  
573 warranties, representations, covenants, rights or obligations of a Grantee under this Agreement apply to the transfer(s) of Property wherein  
574 the Grantee is receiving an interest in Property.

575 ■ **GRANTOR:** "Grantor" as used in this Agreement refers to a Party conveying an interest in Property under this Agreement. Any warranties,  
576 representations, covenants, rights or obligations of a Grantor under this Agreement apply to the transfer(s) of Property wherein Grantor is the  
577 Party conveying an interest in Property.

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578 ■ ~~INSPECTION: An "inspection" is defined as an observation of the Property which does not include testing of the Property.~~

579 ■ ~~OTHER EXPENSES: In addition to "special assessments for work on site", government entities may charge one-time or ongoing use fees~~  
580 ~~for other public improvements relating to curb, gutter, street, sidewalk, sanitary and storm sewer (including all sewer mains and hook-up and~~  
581 ~~interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stats. 66.55(1)(c) &~~  
582 ~~(f).~~

583 ■ **PROPERTY:** "Property" refers to Property One, Property Two or both as indicated by the context within this Agreement.

584 ■ ~~TEST: A "test" is defined as the taking of samples of materials such as soils, water or building materials from the Property and the~~  
585 ~~laboratory or other analysis of these materials. Note: Any contingency authorizing such tests should specify the areas of the Property to be~~  
586 ~~tested, the purpose of the test, (e.g. to determine the presence or absence of environmental contamination), any limitations on Grantee's~~  
587 ~~testing and any other material terms of the contingency (e.g. Grantee's obligation to return the Property to it's original condition).~~

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

591 If Grantee defaults, Grantor may:  
592 (1) sue for specific performance and request the earnest money, if any, as partial payment of Grantee's obligations under this  
593 Agreement; or

594 (2) terminate the Agreement and have the option to: (a) request the earnest money, if any, as liquidated damages; or (b) ~~direct Broker~~  
595 ~~to return the earnest money, if any, and have the option to sue for actual damages.~~

596 If Grantor defaults, Grantee may:  
597 (1) sue for specific performance; or  
598 (2) terminate the Agreement and request the return of any earnest money paid, sue for actual damages, or both.

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

600 If a default or other circumstance results in the termination of one Party's duties as Grantor or Grantee, the entire Agreement shall be  
601 terminated. The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the  
602 discretion of the courts. If either Party defaults, the Parties may renegotiate the Agreement or seek nonjudicial dispute resolution instead of  
603 the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes  
604 covered by the arbitration agreement.

605 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**  
606 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE AGREEMENT BUT**  
607 **ARE PROHIBITED BY WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CONCERNING THE**  
608 **LEGAL RIGHTS OR OBLIGATIONS OF PARTIES TO A TRANSACTION, OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR**  
609 **CONVEYANCE, OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS**  
610 **REQUIRED NEEDED.**

611 **[BROKER'S COMPENSATION]**  
612 The Parties acknowledge, ~~and agree~~ and consent that each ~~b~~<sup>b</sup>roker may receive compensation from persons other than their ~~broker's~~ client  
613 in the transaction. **Caution: This content does not satisfy the requirements for the Parties' consent to multiple representation if said**  
614 **consent is required under Wisconsin Statutes 452.137.**

615  **ENVIRONMENTAL EVALUATION/INSPECTION CONTINGENCY:** This Agreement is contingent upon  First Party  Second Party  
616 **[CHECK ONE AS APPLICABLE]** ("Investigating Party" for the purpose of this contingency) being able to obtain: ~~[CHECK APPLICABLE~~  
617 ~~PARAGRAPH(S)]~~

618  ~~a~~<sup>a</sup> written report from a qualified independent environmental consultant of the Investigating Party's choice, who has conducted an  
619 ~~E~~<sup>E</sup>nvironmental ~~S~~<sup>S</sup>ite ~~A~~<sup>A</sup>ssessment (see lines ~~247xxx-250xx~~) of the Other Party's Property, at  Investigating Party's  Other Party's  
620 ~~expense~~ **[CHECK ONE]-expense** ("Investigating Party's" if neither is stricken), which discloses no ~~D~~<sup>D</sup>efects. For the purpose of this  
621 contingency, a D<sup>D</sup>efect (see lines xxx-xxx) is defined to also include as a material violation of environmental laws, a material contingent  
622 liability affecting the Property arising under any environmental laws, the presence of an underground storage tank(s) or material levels of  
623 hazardous substances either on the Property or presenting a significant risk of contaminating the Property due to future migration from other

624 properties. Defects do not include conditions the nature and extent of which Investigating Party had actual knowledge or written notice before  
625 signing the Offer.

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

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

630 ■ **RIGHT TO CURE:** Other Party (shall) (shall not) [STRIKE ONE] ("shall" if neither is stricken) have a right to cure the Defects. If Other Party  
631 has the right to cure, Other Party may satisfy this contingency by: (1) delivering written notice to Investigating Party within 10 days of  
632 Investigating Party's delivery of the Notice of Defects stating Other Party's election to cure Defects, (2) curing the Defects in a good and  
633 workmanlike manner and (3) delivering to Investigating Party a written report detailing the work done within 3 days prior to closing. This  
634 Agreement shall be null and void if Investigating Party makes timely delivery of the Notice of Defects and written Environmental Site  
635 Assessment report and: (1) Other Party does not have a right to cure or (2) Other Party has a right to cure but: (a) Other Party delivers  
636 written notice that Other Party will not cure or (b) Other Party does not timely deliver the written notice of election to cure.

637  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines xxx-xxx). This Agreement is  
638 contingent upon  First Party  Second Party [CHECK AS APPLICABLE] ("Investigating Party" for the purpose of this contingency) having  
639 a qualified independent inspector(s) conduct an inspection(s) of the Other Party's Property which discloses no Defects. This Offer is further  
640 contingent upon a qualified independent inspector or qualified independent third party performing an inspection of \_\_\_\_\_  
641 \_\_\_\_\_ (list any Property feature(s) to be separately  
642 inspected, e.g., roof, foundation, dumpsite, etc.) which discloses no Defects. Investigating Party shall order the inspection (s) and be  
643 responsible for all costs of inspection(s). Investigating Party may have follow-up inspections recommended in a written report resulting from  
644 an authorized inspection performed provided they occur prior to the deadline specified at line xxx. Each inspection shall be performed by a  
645 qualified independent inspector or qualified independent third party.

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

648 For the purpose of this contingency, Defects (see lines xxx-xxx) do not include conditions the nature and extent of which Investigating Party  
649 had actual knowledge or written notice before signing the Agreement.

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

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

654 ■ **RIGHT TO CURE:** Other Party (shall)(shall not) [STRIKE ONE] ("shall" if neither is stricken) have a right to cure the Defects. If Other Party  
655 has the right to cure, Other Party may satisfy this contingency by: (1) delivering written notice to Investigating Party within 10 days of  
656 Investigating Party's delivery of the Notice of Defects stating Other Party's election to cure Defects, (2) curing the Defects in a good and  
657 workmanlike manner and (3) delivering to Investigating Party a written report detailing the work done within 3 days prior to closing. This  
658 Agreement shall be null and void if Investigating Party makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)  
659 Other Party does not have a right to cure or (2) Other Party has a right to cure but: (a) Other Party delivers written notice that Other Party will  
660 not cure or (b) Other Party does not timely deliver the written notice of election to cure.

661  ~~A qualified independent inspector of investigating Party's choice conducting an inspection of the Other Party's Property and \_\_\_\_\_  
662 \_\_\_\_\_, which discloses no  
663 defects as defined at lines 322-326. The inspection shall be at  Investigating Party's  Other Party's [CHECK ONE] expense.  
664  An inspection by investigating Party of the Other Party's Property which discloses no defects as defined at lines 322-326.  
665 This contingency shall be deemed satisfied unless Investigating Party, within \_\_\_\_\_ days of acceptance, delivers to the Other Party a copy  
666 of a written notice listing the defect(s) identified in the environmental site assessment/inspection which are being objected to and a copy of  
667 the environmental site assessment/inspection report(s), if a third party evaluation/inspection is performed.  
668 A defect is defined as a structural, mechanical or other condition which would have a significant adverse effect on the value of the Property;  
669 that would significantly impair the health and safety of future occupants of the Property; or that if not repaired, removed or replaced would  
670 significantly shorten or have a significantly adverse effect on the expected normal life of the Property. Defects do not include conditions the  
671 nature and extent of which the Investigating Party had actual knowledge or written notice before signing the Agreement. Investigating Party  
672 agrees to deliver a copy of the report and notice to Listing Broker, if Property is listed, promptly upon delivery to the Other Party.~~

673  **DOCUMENT REVIEW CONTINGENCY:** This Agreement is contingent upon  First Party  Second Party [CHECK ONE] AS  
674 APPLICABLE] providing delivering the following documents to the Other Reviewing Party with [CHECK APPLICABLE PARAGRAPH(S)], no  
675 later than \_\_\_\_\_ days from acceptance: CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE

676  Documents evidencing that the sale of the Property has been properly authorized, if Grantor is a business entity.  
677  Copies of all current leases, lease applications of all current tenants and service contracts applicable to Property being transferred to  
678 the Other Party which shall be consistent with all prior representations.  
679  A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent  
680 with representations made prior to and in this Agreement.  
681  Uniform Commercial Code lien search as to included personal property, showing the Property to be free and clear of all liens, other  
682 than liens to be released prior to or at closing.  
683  The opportunity to inspect, at reasonable times upon reasonable notice, the books and records of the Property being transferred  
684 to the Other Party as may be necessary to verify that the income and expenses for the year(s) \_\_\_\_\_  
685 \_\_\_\_\_ are consistent with all prior representations.  
686  Other: \_\_\_\_\_  
687 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous  
688 environmental site assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the  
689 Property, existing permits and licenses, recent financial operating statements, current and future rental agreements, notices of  
690 termination and non-renewal, and assessment notices.

691 All documents delivered to Reviewing Party shall be true, accurate, current and complete. Reviewing Party shall keep all such documents  
692 confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Reviewing Party shall  
693 return all documents (originals and any reproductions) to Grantor if this Agreement is terminated.

694 This contingency will be satisfied unless the Other Reviewing Party, within \_\_\_\_\_ days of the earlier of: 1) the deadline at line 329-xxx or 2)  
695 the date the Other Reviewing Party has received or been given the opportunity to inspect all of the documents specified above, delivers  
696 written notice to Grantor indicating that this contingency has not been satisfied. The notice shall identify which document(s) have not been  
697 timely delivered/made available for inspection or do not meet the standard set forth for the document(s). Upon delivery of such notice, this  
698 Agreement shall be null and void. ~~have been disapproved by the Other Party.~~

699  **TAX QUALIFICATION CONTINGENCY:** This Agreement is contingent upon  First Party  Second Party [CHECK ONE OR  
700 **BOTH AS APPLICABLE**] obtaining a written opinion from a qualified tax advisor that this transaction qualifies for the benefits under Section  
701 1031 of the Internal Revenue Code. The qualified tax advisor shall be an attorney, CPA or \_\_\_\_\_  
702 \_\_\_\_\_ [IDENTIFY BY PROFESSION OR NAME] If this contingency shall be deemed satisfied unless a copy of a written  
703 opinion from the qualified tax advisor indicating that this transaction does not qualify for the benefits under Section 1031 of the Internal

**PROPERTY ADDRESS:** \_\_\_\_\_ [page 6 of 6, WB-35]  
704 Revenue Code is delivered to the Other Party within \_\_\_\_\_ days of the latter of acceptance or agreement as to Fair Market Value.

705 **CAUTION: THIS TRANSACTION MAY HAVE SIGNIFICANT TAX CONSEQUENCES. Tax advisors should be consulted if either party**  
706 **requires that the transaction qualify as a deferred (Starker) exchange or for other particular tax treatment.**

707 **NOTE: If any of the above contingencies must be used by both parties, attach an addendum setting forth the duplicate**  
708 **contingency.**

709 **[ADDITIONAL PROVISIONS]** \_\_\_\_\_  
710 \_\_\_\_\_  
711 \_\_\_\_\_  
712 \_\_\_\_\_  
713 \_\_\_\_\_  
714 \_\_\_\_\_  
715 \_\_\_\_\_  
716 \_\_\_\_\_  
717 \_\_\_\_\_  
718 \_\_\_\_\_

719  **ADDENDA:** The attached \_\_\_\_\_ is/are made part of this Agreement.

720 This Agreement was drafted on \_\_\_\_\_ by \_\_\_\_\_  
721 (Date) (Licensee and Firm)

722 **IF ACCEPTED (see lines 225xxx-226xxx), THIS AGREEMENT CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH**  
723 **PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. BY SIGNING BELOW EACH PARTY AGREES TO BE BOUND BY THIS**  
724 **AGREEMENT. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS AGREEMENT SURVIVE CLOSING AND**  
725 **THE CONVEYANCE OF THE PROPERTY. THE UNDERSIGNED HEREBY AGREE TO CONVEY THE ABOVE-MENTIONED PROPERTY**  
726 **ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.**

727 All persons signing below on behalf of an entity represent that they have proper legal authority to sign for and bind the entity.  
728 NOTE: If signing for an entity use an authorized signature line and print your name and title.

729 **FIRST PARTY:**  
730 First Party Entity Name (if any) (include type and state of organization): \_\_\_\_\_  
731 \_\_\_\_\_

732 (x)  
733 Authorized Signature ▲ Print Name & Title Here ► Date ▲

734 (x)  
735 Individual First Party Signature ▲ Print Name Here ► Date ▲

736 x)  
737 Authorized Signature ▲ Print Name & Title Here ► Date ▲

738 (x)  
739 Individual First Party's Signature ▲ Print Name Here ► Date ▲

740 First Party Entity Name (if any) (include type and state of organization): \_\_\_\_\_  
741 \_\_\_\_\_

742 (x)  
743 Authorized Signature ▲ Print Name & Title Here ► Date ▲

744 (x)  
745 Individual First Party Signature ▲ Print Name Here ► Date ▲

746 x)  
747 Authorized Signature ▲ Print Name & Title Here ► Date ▲

748 (x)  
749 Individual First Party's Signature ▲ Print Name Here ► Date ▲

750 **SECOND PARTY:**  
751 Second Party Entity Name (if any) (include type and state of organization): \_\_\_\_\_  
752 \_\_\_\_\_  
753 (x) \_\_\_\_\_

754 Authorized Signature ▲ Print Name & Title Here ► Date ▲  
755 (x)  
756 Individual Second Party's Signature ▲ Print Name Here ► Date ▲  
757 (x)  
758 Authorized Signature ▲ Print Name & Title Here ► Date ▲  
759 (x)  
760 Individual Second Party's Signature ▲ Print Name Here ► Date ▲  
761 Second Party Entity Name (if any) (include type and state of organization):  
762 \_\_\_\_\_  
763 (x)  
764 Authorized Signature ▲ Print Name & Title Here ► Date ▲  
765 (x)  
766 Individual Second Party's Signature ▲ Print Name Here ► Date ▲  
767 (x)  
768 Authorized Signature ▲ Print Name & Title Here ► Date ▲  
769 (x)  
770 Individual Second Party's Signature ▲ Print Name Here ► Date ▲