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**REAL ESTATE CONTRACTUAL FORMS ADVISORY COMMITTEE**  
**Room 121A, 1400 East Washington Avenue, Madison**  
**Contact: Brittany Lewin (608) 266-2112**  
**March 19, 2015**

*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 (1-2)**
- B. Approval of Minutes from November 20, 2014 (3)**
- C. Administrative Updates**
  - 1) Staff updates
- D. Legislation and Administrative Rules Matters – Discussion and Consideration**
  - 1) Update on Status of REEB 13, Relating to Out of State Broker Cooperative Agreements
  - 2) Cooperative Broker Agreement Form
- E. Review of Real Estate Contractual Forms for Revision:**
  - 1) **WB-1 Residential Listing Contract – Exclusive Right to Sell**
    - a) Original Document **(4-8)**
    - b) Wisconsin Realtors Association (WRA) Staff - Memo with Proposed Revisions **(9-13)**
  - 2) **WB-35 Simultaneous Exchange Agreement**
    - a) WB-35 as Modified by Committee on November 20, 2014 **(14-24)**
  - 3) **WB-40 Amendment to Offer to Purchase (25-26)**
    - a) Original Document **(27)**
  - 4) **WB-41 Notice Relating to Offer to Purchase (28-29)**
    - a) Original Document **(30)**
  - 5) **WB-45 Cancellation Agreement and Mutual Release (31)**
    - a) Original Document **(32)**
  - 6) **Review of WRA Forms Committee Memo with Proposed Revisions to WB-35, WB-40, WB-41, WB-44, and WB-45 (33-37)**
- F. Public Comments**

# ADJOURNMENT

**REAL ESTATE CONTRACTUAL FORMS ADVISORY COMMITTEE  
VIRTUAL/TELECONFERENCE  
MEETING MINUTES  
November 20, 2014**

**PRESENT:** Stephen Beers, Debra Conrad, Casey Clickner, John Drzewiecki, Michael Gordon, Cori Lamont, Kim Moermond, Richard Petershack, Jonathan Sayas, Michael Sewell, Gary Tritz, Thomas Weber

**EXCUSED:** Scott Minter, Peter Sveum

**STAFF:** Brittany Lewin, Executive Director; Kimberly Wood, Bureau Assistant

**CALL TO ORDER**

Stephen Beers, Chair, called the meeting to order at 9:40 a.m. A quorum of twelve (12) members was confirmed.

**ADOPTION OF AGENDA**

**MOTION:** Casey Clickner moved, seconded by Richard Petershack, to adopt the agenda as published. Motion carried unanimously.

**APPROVAL OF MINUTES**

**MOTION:** Cori Lamont moved, seconded by Debra Conrad, to approve the minutes of September 24, 2014 as published. Motion carried unanimously.

**ADJOURNMENT**

**MOTION:** Richard Petershack moved, seconded by Gary Tritz, to adjourn the meeting. Motion carried unanimously.

The meeting adjourned at 10:26 a.m.

**WB-1 RESIDENTIAL LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL**

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

**2 ■ PROPERTY DESCRIPTION:** Street address is: \_\_\_\_\_  
3 \_\_\_\_\_ in the \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_,  
4 Wisconsin. Insert additional description, if any, at lines 247-251 or attach as an addendum per line 252.

**5 ■ LIST PRICE:** \_\_\_\_\_ Dollars ( \$ \_\_\_\_\_ ).

**6 ■ INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, all fixtures not excluded on lines 11-14,  
7 and the following items: \_\_\_\_\_  
8 \_\_\_\_\_  
9 \_\_\_\_\_.

**10 ■ NOT INCLUDED IN LIST PRICE:** (Caution: Identify fixtures to be excluded by Seller or which are rented and will  
11 continue to be owned by the Lessor.)(See lines 202-213): \_\_\_\_\_  
12 \_\_\_\_\_  
13 \_\_\_\_\_  
14 \_\_\_\_\_.

**15 ■ MARKETING:** Seller authorizes and Broker agrees to use reasonable efforts to procure a purchaser for the Property.  
16 Broker's marketing may include (Seller agrees that Broker may market Seller's personal property identified on lines 17-18  
17 during the term of this Listing.): \_\_\_\_\_  
18 \_\_\_\_\_

**19 Broker may advertise the following special financing and incentives offered by Seller:** \_\_\_\_\_  
20 \_\_\_\_\_

21 Seller has a duty to cooperate with Broker's marketing efforts.  
22 See lines 74-80 regarding Broker's role as marketing agent and Seller's duty to notify Broker of any potential purchaser  
23 known to Seller. Seller agrees that Broker may market other properties during the term of this Listing.

**24 ■ OCCUPANCY:** Unless otherwise provided, Seller agrees to give Buyer occupancy of the Property at time of closing  
25 and to have the Property in broom swept condition and free of all debris and personal property except for personal  
26 property belonging to current tenants, sold to Buyer or left with Buyer's consent.

**27 ■ COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION:** The Parties agree that Broker will work  
28 and cooperate with other brokers in marketing the Property, including brokers from other firms acting as subagents  
29 (agents from other companies engaged by Broker - See lines 149-152) and brokers representing buyers. Cooperation  
30 includes providing access to the Property for showing purposes and presenting offers and other proposals from these  
31 brokers to Seller. Note any brokers with whom Broker shall not cooperate, any brokers or buyers who shall not be allowed  
32 to attend showings, and the specific terms of offers which should not be submitted to Seller: \_\_\_\_\_  
33 \_\_\_\_\_.

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

**35 ■ EXCLUSIONS:** All persons who may acquire an interest in the Property as a Protected Buyer under a prior listing contract  
36 are excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing. Within  
37 seven days of the date of this Listing, Seller agrees to deliver to Broker a written list of all such prospective buyers. The  
38 following other buyers are excluded from this Listing until \_\_\_\_\_ [INSERT DATE]: \_\_\_\_\_.  
39 These other buyers are no longer excluded from this Listing after the specified date unless, on or before the specified date,  
40 Seller has either accepted an offer from the buyer or sold the Property to the buyer.

**41 ■ COMMISSION:** Broker's commission shall be \_\_\_\_\_  
42 Seller shall pay Broker's commission, which shall be earned, if, during the term of this Listing:

- 43 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
- 44 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
- 45 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
- 46 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
- 47 5) A purchaser is procured for the Property by Broker, by Seller, or by any other person, at no less than the price and  
48 on substantially the same terms set forth in this Listing and in the standard provisions of the current WB-11  
49 RESIDENTIAL OFFER TO PURCHASE, even if Seller does not accept this purchaser's offer. (See lines 214-218  
50 regarding procurement.)

51 A percentage commission, if applicable, shall be calculated based on the purchase price if commission is earned under 1) or  
52 2) above, or calculated based on the list price under 3), 4) or 5). A percentage commission shall be calculated on the fair  
53 market value of the Property exchanged under 3) if the exchange involves less than the entire property or on the fair market  
54 value of the Property to which an effective change in ownership or control takes place, under 4) if the transaction involves less  
55 than the entire Property. Once earned, Broker's commission is due and payable in full at the earlier of closing or the date set  
56 for closing, unless otherwise agreed in writing. Broker's commission shall be earned if, during the term of the Listing, one  
57 owner of the Property sells, conveys, exchanges or options an interest in all or any part of the Property to another owner,  
58 except by divorce judgment. NOTE: A sale, option, exchange or procurement of a purchaser for a portion of the Property does  
59 not terminate the Listing as to any remaining Property.

**60 ■ COMPENSATION TO OTHERS:** Broker offers the following commission to co-operating brokers \_\_\_\_\_  
(Exceptions if any): \_\_\_\_\_

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

66 ■ **TERMINATION OF LISTING:** Neither Seller nor Broker has the legal right to unilaterally terminate this Listing absent a  
 67 material breach of contract by the other Party. Seller understands that the Parties to the listing are Seller and the Broker  
 68 (firm). Agents (salespersons) for Broker (firm) do not have the authority to enter into a mutual agreement to terminate the  
 69 Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the agent(s)'  
 70 supervising broker. Seller and Broker agree that any termination of this listing by either Party before the date stated on  
 71 line 257 shall be indicated to the other Party in writing and shall not be effective until delivered to the other Party in  
 72 accordance with lines 197-201. CAUTION: Early termination of this Listing may be a breach of contract, causing the  
 73 terminating Party to potentially be liable for damages.

74 ■ **SELLER COOPERATION WITH MARKETING EFFORTS:** Seller agrees to cooperate with Broker in Broker's  
 75 marketing efforts and to provide Broker with all records, documents and other material in Seller's possession or control  
 76 which are required in connection with the sale. Seller authorizes Broker to do those acts reasonably necessary to effect  
 77 a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service, Internet  
 78 advertising or a lockbox system on Property. Seller shall promptly notify Broker in writing of any potential purchasers with  
 79 whom Seller negotiates during the term of this Listing and shall promptly refer all persons making inquiries concerning the  
 80 Property to Broker.

81 ■ **LEASED PROPERTY:** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign Seller's  
 82 rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations) thereunder  
 83 to Buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by tenants.  
 84 CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the lease(s)  
 85 unless released by tenants.

86 ■ **BROKER DISCLOSURE TO CLIENTS:**

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

- 88 (a) The duty to provide brokerage services to you fairly and honestly.
- 89 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 90 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request  
 91 it, unless disclosure of the information is prohibited by law.
- 92 (d) The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the  
 93 information is prohibited by law. (See Lines 119-122)
- 94 (e) The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential  
 95 information or the confidential information of other parties. (See Lines 158-174)
- 96 (f) The duty to safeguard trust funds and other property the broker holds.
- 97 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the  
 98 advantages and disadvantages of the proposals.

99 ■ **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A BROKER, YOU ARE THE  
 100 BROKER'S CLIENT. A BROKER OWES ADDITIONAL DUTIES TO A CLIENT:**

- 101 (a) The broker will provide, at your request, information and advice on real estate matters that affect your transaction, unless  
 102 you release the broker from this duty.
- 103 (b) The broker must provide you with all material facts affecting the transaction, not just adverse facts.
- 104 (c) The broker will fulfill the broker's obligations under the agency agreement and fulfill your lawful requests that are within  
 105 the scope of the agency agreement.
- 106 (d) The broker will negotiate for you, unless you release the broker from this duty.
- 107 (e) The broker will not place the broker's interests ahead of your interests. The broker will not, unless required by law, give  
 108 information or advice to other parties who are not the broker's clients, if giving the information or advice is contrary to your  
 109 interests.
- 110 (f) If you become involved in a transaction in which another party is also the broker's client (a "multiple representation  
 111 relationship"), different duties may apply.

112 ■ **ADVERSE FACT:** An "adverse fact" means any of the following:

- 113 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:  
 114 1) Significantly and adversely affecting the value of the Property;  
 115 2) significantly reducing the structural integrity of improvements to real estate; or  
 116 3) presenting a significant health risk to occupants of the Property.
- 117 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations  
 118 under a contract or agreement made concerning the transaction.

119 ■ **MATERIAL ADVERSE FACT:** A "material adverse fact" means an adverse fact that a party indicates is of such  
 120 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable  
 121 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or  
 122 affects or would affect the party's decision about the terms of such a contract or agreement.

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

- 124 ○ A multiple representation relationship exists if a broker has an agency agreement with more than one client who is a  
 125 party in the same transaction. In a multiple representation relationship, if all of the broker's clients in the transaction  
 126 consent, the broker may provide services to the clients through designated agency.
- 127 ○ Designated agency means that different salespersons employed by the broker will negotiate on behalf of you and the  
 128 other client or clients in the transaction, and the broker's duties will remain the same. Each salesperson will provide

129 information, opinions, and advice to the client for whom the salesperson is negotiating, to assist the client in the  
130 negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the  
131 information, opinions, or advice gives the client advantages in the negotiations over the broker's other clients. A  
132 salesperson will not reveal any of your confidential information to another party unless required to do so by law.  
133 o If a designated agency relationship is not in effect you may authorize or reject a multiple representation relationship.  
134 If you authorize a multiple representation relationship the broker may provide brokerage services to more than one  
135 client in a transaction but neither the broker nor any of the broker's salespersons may assist any client with  
136 information, opinions, and advice which may favor the interests of one client over any other client. If you do not  
137 consent to a multiple representation relationship the broker will not be allowed to provide brokerage services to more  
138 than one client in the transaction.

139 **INITIAL ONLY ONE OF THE THREE LINES BELOW:**

- 140 \_\_\_\_\_ I consent to designated agency.
- 141 \_\_\_\_\_ I consent to multiple representation relationships, but I do not consent to designated agency.
- 142 \_\_\_\_\_ I reject multiple representation relationships.

143 **NOTE: YOU MAY WITHDRAW YOUR CONSENT TO DESIGNATED AGENCY OR TO MULTIPLE**  
144 **REPRESENTATION RELATIONSHIPS BY WRITTEN NOTICE TO THE BROKER AT ANY TIME. YOUR BROKER IS**  
145 **REQUIRED TO DISCLOSE TO YOU IN YOUR AGENCY AGREEMENT THE COMMISSION OR FEES THAT YOU**  
146 **MAY OWE TO YOUR BROKER. IF YOU HAVE ANY QUESTIONS ABOUT THE COMMISSION OR FEES THAT YOU**  
147 **MAY OWE BASED UPON THE TYPE OF AGENCY RELATIONSHIP YOU SELECT WITH YOUR BROKER YOU**  
148 **SHOULD ASK YOUR BROKER BEFORE SIGNING THE AGENCY AGREEMENT.**

149 ■ **SUBAGENCY:** The broker may, with your authorization in the agency agreement, engage other brokers who assist your  
150 broker by providing brokerage services for your benefit. A subagent will not put the subagent's own interests ahead of your  
151 interests. A subagent will not, unless required by law, provide advice or opinions to other parties if doing so is contrary to  
152 your interests.

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

158 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** Broker will keep confidential any information given to Broker in confidence,  
159 or any information obtained by Broker that he or she knows a reasonable person would want to be kept confidential, unless  
160 the information must be disclosed by law or you authorize Broker to disclose particular information. Broker shall continue to  
161 keep the information confidential after Broker is no longer providing brokerage services to you.

162 The following information is required to be disclosed by law:

- 163 1) Material adverse facts, as defined in section 452.01 (5g) of the Wisconsin statutes (lines 119-122).
- 164 2) Any facts known by the Broker that contradict any information included in a written inspection report on the property  
165 or real estate that is the subject of the transaction.

166 To ensure that the Broker is aware of what specific information you consider confidential, you may list that information  
167 below (see lines 169-171). At a later time, you may also provide the Broker with other information you consider to be  
168 confidential.

169 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_  
170 \_\_\_\_\_  
171 \_\_\_\_\_

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

175 ■ **REAL ESTATE CONDITION REPORT:** Seller agrees to complete the real estate condition report provided by  
176 Broker to the best of Seller's knowledge. Seller agrees to amend the report should Seller learn of any defect(s) after  
177 completion of the report but before acceptance of a buyer's offer to purchase. Seller authorizes Broker to distribute the  
178 report to all interested parties and agents inquiring about the Property. Seller acknowledges that Broker has a duty to  
179 disclose all material adverse facts as required by law.

180 ■ **SELLER REPRESENTATIONS REGARDING DEFECTS:** Seller represents to Broker that as of the date of this  
181 Listing, Seller has no notice or knowledge of any defects affecting the Property other than those noted on the real estate  
182 condition report.

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

185 ■ **OPEN HOUSE AND SHOWING RESPONSIBILITIES:** Seller is aware that there is a potential risk of injury, damage  
186 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for  
187 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to  
188 hold Broker harmless for any losses or liability resulting from personal injury, property damage, or theft occurring during  
189 "individual showings" or "open houses" other than those caused by Broker's negligence or intentional wrongdoing.  
190 Seller acknowledges that individual showings and open houses may be conducted by licensees other than Broker, that  
191 appraisers and inspectors may conduct appraisals and inspections without being accompanied by Broker or other  
192 licensees, and that buyers or licensees may be present at all inspections and testing and may photograph or videotape  
193 Property unless otherwise provided for in Additional Provisions at lines 247-251 or in an addendum per line 252.

194 ■ **DEFINITIONS:**

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

197 **DELIVERY:** Delivery of documents or written notices related to this Listing may only be accomplished by: 1) giving the  
198 document or written notice personally to the Party; 2) depositing the document or written notice postage or fees prepaid or  
199 charged to an account in the U.S. Mail or a commercial delivery system, addressed to the Party, at the Party's address (See  
200 lines 263, 269 and 275.); 3) electronically transmitting the document or written notice to the Party's fax number (See lines  
201 265, 271 and 277.); and 4) as otherwise agreed Additional Provisions on lines 247-251 or in an Addendum to this Listing.

202 **FIXTURES:** A "fixture" is an item of property which is physically attached to or so closely associated with land or  
203 buildings so as to be treated as part of the real estate, including, without limitation, physically attached items not easily  
204 removable without damage to the premises, items specifically adapted to the premises, and items customarily treated  
205 as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and  
206 windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and  
207 cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor  
208 coverings; awnings; attached antennas, garage door openers and remote controls; installed security systems; central  
209 vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans;  
210 fences; storage buildings on permanent foundations and docks/piers on permanent foundations.

211 **CAUTION: Exclude any fixtures to be retained by Seller or which are rented (e.g., water softener or other water  
212 conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 11-14 and  
213 in the offer to purchase.**

214 **PROCURE:** A purchaser is procured when, during the term of the Listing, an enforceable contract of sale is entered into  
215 between the Seller and the purchaser or when a ready, willing and able purchaser submits to the Seller or the Listing Broker  
216 a written offer at the price and on substantially the terms specified in this Listing. A purchaser is ready, willing and able when  
217 the purchaser submitting the written offer has the ability to complete the purchaser's obligations under the written offer. (See  
218 lines 46-49)

219 **PROPERTY:** Unless otherwise stated, "Property", means the real estate described at lines 2-4.

220 **PROTECTED BUYER:** Means any buyer who personally, or through any person acting for such buyer submitted to  
221 Seller or Broker a written offer to purchase, exchange or option during the term of this Listing. The Listing term is also  
222 extended for a period of one year as to any buyer who personally, or through any person acting for such buyer  
223 negotiated to acquire an interest in the Property but only if the buyer's name is delivered to Seller, in writing, no later  
224 than three days after the expiration of the Listing, unless Seller was directly involved in discussions of the potential  
225 terms upon which buyer might acquire an interest in the Property. The requirement of this Listing to deliver the buyer's  
226 name in order to make the extension of the Listing term effective also may be fulfilled as follows: 1) If the Listing is  
227 effective only as to certain individuals who are identified in the Listing (One Party Listing), the identification of the  
228 individuals in the Listing shall fulfill the delivery of the buyer's name requirement or 2) if buyer has requested that  
229 buyer's identity remain confidential, delivery of a notice identifying the broker with whom the buyer negotiated and the  
230 date(s) of any showings or other negotiations shall fulfill the delivery of the buyer's name requirement. "Negotiated" for  
231 the purpose of this paragraph means to discuss the potential terms upon which buyer might acquire an interest in the  
232 Property or to attend an individual showing of the Property. "Submitted" for the purposes of this paragraph means that  
233 a written offer has been delivered to Seller or Broker.

234 ■ **FAIR HOUSING: SELLER AND BROKER AGREE THAT THEY WILL NOT DISCRIMINATE AGAINST ANY  
235 PROSPECTIVE PURCHASER ON ACCOUNT OF RACE, COLOR, SEX, SEXUAL ORIENTATION AS DEFINED IN  
236 WISCONSIN STATUTES, SECTION 111.32 (13M), DISABILITY, RELIGION, NATIONAL ORIGIN, MARITAL  
237 STATUS, LAWFUL SOURCE OF INCOME, AGE, ANCESTRY, FAMILIAL STATUS, OR IN ANY OTHER  
238 UNLAWFUL MANNER.**

239 ■ **EARNEST MONEY:** If Broker holds trust funds in connection with the transaction, they shall be retained by Broker in  
240 Broker's trust account. Broker may refuse to hold earnest money or other trust funds. Should Broker hold the earnest money,  
241 Seller authorizes Broker to disburse the earnest money as directed in a written earnest money disbursement agreement  
242 signed by or on behalf of all parties having an interest in the trust funds. If the transaction fails to close and the earnest money  
243 is disbursed to Seller, then upon disbursement to Seller the earnest money shall be paid first to reimburse Broker for cash  
244 advances made by Broker on behalf of Seller and one half of the balance, but not in excess of the agreed commission, shall  
245 be paid to Broker as Broker's full commission in connection with said purchase transaction and the balance shall belong to  
246 Seller. This payment to Broker shall not terminate this Listing.

247 ■ **ADDITIONAL PROVISIONS:** \_\_\_\_\_  
248 \_\_\_\_\_  
249 \_\_\_\_\_  
250 \_\_\_\_\_  
251 \_\_\_\_\_

252 ■ **ADDENDA:** The attached addenda \_\_\_\_\_ is/are made part of this Listing.

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

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

258 ■ **READING/RECEIPT: BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS**  
259 **LISTING CONTRACT AND THAT HE/SHE HAS READ ALL FIVE PAGES AS WELL AS ANY ADDENDA AND ANY**  
260 **OTHER DOCUMENTS INCORPORATED INTO THE LISTING.**

261 (x) \_\_\_\_\_  
262 Seller's Signature ▲ \_\_\_\_\_ Print Name Here: ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

263 \_\_\_\_\_  
264 Seller's Address ▲ \_\_\_\_\_ Seller's Phone # ▲ \_\_\_\_\_

265 \_\_\_\_\_  
266 Seller's Fax # ▲ \_\_\_\_\_ Seller's E-Mail Address ▲ \_\_\_\_\_

267 (x) \_\_\_\_\_  
268 Seller's Signature ▲ \_\_\_\_\_ Print Name Here: ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

269 \_\_\_\_\_  
270 Seller's Address ▲ \_\_\_\_\_ Seller's Phone # ▲ \_\_\_\_\_

271 \_\_\_\_\_  
272 Seller's Fax # ▲ \_\_\_\_\_ Seller's E-Mail Address ▲ \_\_\_\_\_

273 (x) \_\_\_\_\_  
274 Agent for Broker ▲ \_\_\_\_\_ Print Name Here ▲ \_\_\_\_\_ Broker/Firm Name ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

275 \_\_\_\_\_  
276 Broker/Firm Address ▲ \_\_\_\_\_ Broker/Firm Phone # ▲ \_\_\_\_\_

277 \_\_\_\_\_  
278 Broker/Firm Fax # ▲ \_\_\_\_\_ Broker/Firm E-Mail Address ▲ \_\_\_\_\_

**WB-1 REVISIONS**

To: DSPS Real Estate Contractual Forms Advisory Committee

From: WRA Staff

Date: March 3, 2015

RE: **WB-1 Residential Listing Contract – Exclusive Right to Sell**

The following are possible revisions to the WB-1 Residential Listing Contract – Exclusive Right to Sell (mandatory use date 7-1-08). The WRA Forms Committee did not yet get to this memo or discuss these items.

- ◆ Update the top of the form to say Approved by the Wisconsin Real Estate Examining Board
- ◆ **Delivery:** Add in the Delivery of Documents and Written Notices from the WB-6 Business Listing Contract and the Personal Delivery/Actual Receipt provision from the WB-11 Residential Offer to Purchase with the word “personal” deleted. Delete the Delivery definition from lines 193-198. Also delete “Actual” receipt as that term is not used in the listing contract as it now stands.

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

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

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

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

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

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

(3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line xx or xx.

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

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

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

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

E-Mail address for Seller (optional): \_\_\_\_\_

E-Mail address for Broker (optional): \_\_\_\_\_

**DELIVERY/ACTUAL RECEIPT** Delivery to, or ~~Actual-Receipt~~ Receipt by, any named Broker or Seller constitutes delivery to, or ~~Actual-Receipt~~ Receipt by, all Brokers or Sellers.

◆ **Property Definition (Lines 2-14 & 219):**

If we want to have commission computed upon the total sales price we may wish to make it clear that all property – real and personal – is included in the purchase price.

**NOTE:** We also need to proof the WB-1 to make sure that all defined terms have initial caps, as has become the custom of this Committee.

**INCLUDED IN LIST PRICE:** Seller is including in the list price the ~~Property~~real estate described on lines 2-4, all ~~F~~fixtures not excluded on lines 11-14, and the following items:

■ **PROPERTY:** Unless otherwise stated, “Property” means ~~the real estate described at lines 4-7~~all property included in the list price as described on lines 2-14.

◆ **Modifications to Exclusions section (Lines 34-39):**

Think about whether there should be some teeth in play if the seller does not deliver a list of protected buyers to the second listing broker. Should the seller be alerted that they may have to pay a double commission if they cannot complete this task?

■ **EXCLUSIONS:** All persons who may acquire an interest in the Property as a Protected Buyer under a prior listing contract are 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 date of this Listing, Seller agrees to deliver to Broker a written list of all such prospective buyers. NOTE: If Seller fails to deliver this list to Broker, then no Protected Buyers are excluded from this Listing and Seller may potentially face paying commission to two listing brokers. The following other buyers are excluded from this Listing until \_\_\_\_\_ [INSERT DATE]: \_\_\_\_\_. These other buyers are no longer excluded from this Listing after the specified date unless, on or before the specified date, Seller has either accepted a written offer from the buyer or sold the Property to the buyer.

◆ **Commissions (Lines 40-60)**

Should we adopt the commission language from the WB-6 prompting that thought be given to whether there should be a minimum dollar amount yet retaining the ability to be flexible?

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

Would we want to include the definition of purchase price from the WB-6?

“Purchase price” shall include “all consideration received by Seller and other third parties including, but not limited to, buyer assumptions of debt and any Seller provided financing.”

Depending upon the outcome of the Ash Park commission case now before the Wisconsin Supreme Court (<http://wscca.wicourts.gov/caseDetails.do?caseNo=2013AP001532&cacheId=E7BF2D043B40618DA7807331F9127B58&recordCount=1&offset=0>) there may be adjustments to make to the language regarding the earning of commission.

Anything else from the WB-6?

◆ **Modifications to Seller Cooperation section (Lines 74-80):**

Should seller have to tell brokers about all prospects they talk to about the property for sale without the conversation having to meet the standards for “negotiation?”

■ **SELLER COOPERATION WITH MARKETING EFFORTS:** Seller agrees to cooperate with Broker in Broker's marketing efforts and to provide Broker with all records, documents and other material in Seller's possession or control which are required in connection with the sale. Seller authorizes Broker to do those acts reasonably necessary to effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service, Internet advertising or a lockbox system on Property. Seller shall promptly notify Broker in writing of any potential purchasers ~~with whom~~ who contact Seller ~~negotiates~~ during the term of this Listing and shall promptly refer all persons making inquiries concerning the Property to Broker.

◆ **Broker Disclosure to Clients (Lines 86-157):**

There may be statutory changes coming to this language to make it more user friendly and understandable for the property owners, especially in lines 139-142.

◆ **Definitions (Lines 183-229):**

Since the term “defects” is mentioned in lines 164-171, should the definition of “Defects” from the offer be included in the WB-1?

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

Should we add the definition of Persona Acting on Behalf of buyer and the modified definition of Protected Buyer from the WB-6? As you may recall, those changes were made to try to ward off protected buyers who create an LLC and then purchase the property, claiming that the LLC is not a protected buyer.

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

Another thought about the Protected Buyer definition: shouldn't the buyer be considered protected if the seller shows the property to the buyer, for instance, the buyer who drives by and sees the sign and stops in when no broker is around. It would be easier to prove that the buyer saw the house with the seller than it is to establish that they had a conversation meeting the criteria for “negotiation.” If this idea is favored we may need more eloquent language!

■ **PROTECTED BUYER:** “Protected Buyer” means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term of this Listing: 1) delivers to Seller or Broker a written offer to purchase, exchange or option on the Assets; 2) sees the Property with the Seller or negotiates directly with Seller by discussing with Seller the potential terms upon which buyer might acquire an interest in the Assets; or 3) attends an individual showing of the Assets or discusses with Broker or cooperating brokers the potential terms upon which buyer might acquire 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 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 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 requested that the buyer's identity remain confidential, by delivery of a written notice identifying the broker with whom the buyer negotiated and the date(s) of



(x) \_\_\_\_\_  
Seller's Signature ▲ Print Name Here: ▲ Date ▲

\_\_\_\_\_  
Seller's Address ▲ Seller's Phone # ▲

\_\_\_\_\_  
Seller's Fax # ▲ Seller's E-Mail Address ▲

(x) \_\_\_\_\_  
Seller's Signature ▲ Print Name Here: ▲ Date ▲

(x) \_\_\_\_\_  
Seller's Signature ▲ Print Name Here: ▲ Date ▲

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

(x) \_\_\_\_\_  
Authorized Signature ▲ Print Name & Title Here ▶ Date ▲

(x) \_\_\_\_\_  
Agent for Broker ▲ Print Name Here ▲ Broker/Firm Name ▲ Date ▲

\_\_\_\_\_  
Broker/Firm Address ▲ Broker/Firm Phone # ▲

\_\_\_\_\_  
Broker/Firm Fax # ▲ Broker/Firm E-Mail Address ▲

- ◆ **Attorney Fees Provision?:** There used to be attorney's fees provisions in many of the Department listings years ago. That provision was removed from the other listing contracts when they were updated in 2008-2009. Should an attorney's fees provision be added again, such as "In the event either party hereto shall commence legal proceedings against the other to enforce the terms hereof, or to declare rights hereunder, as a result of a breach of any covenant or condition of this Contract, the prevailing party in any such proceeding shall be entitled to recover from the losing party its costs of suit, including reasonable attorney's fees, as may be fixed by the court." The prior provision in the 1999 listing said: "ATTORNEY FEES: SHOULD LITIGATION ARISE BETWEEN THE PARTIES IN CONNECTION WITH THIS LISTING, THE PREVAILING PARTY SHALL HAVE THE RIGHT TO RECOVER REASONABLE ATTORNEY FEES." **NOTE:** We should keep attuned to the legislature because there is a bill that would effectively remove the ability to make the seller responsible to pay the broker's attorney's fees. See 2015 Senate Bill 61, proposed § 134.495(2)(b) at <http://docs.legis.wisconsin.gov/2015/related/proposals/sb61>

What other changes should be made to the WB-1?

**WB-35 SIMULTANEOUS EXCHANGE AGREEMENT**

1 LICENSEE DRAFTING THIS AGREEMENT ON \_\_\_\_\_ [DATE] IS THE AGENT OF (FIRST PARTY)  
2 (SECOND PARTY) (BOTH PARTIES) [STRIKE TWO]

3 CAUTION: NOT TO BE USED FOR "STARKER" EXCHANGES.

4 **GENERAL PROVISIONS** First Party and Second Party agree to exchange Property One for Property Two. As used in this  
5 Agreement:

6 First Party is (if entity, include type and state of organization) \_\_\_\_\_  
7 \_\_\_\_\_  
8 \_\_\_\_\_

9 Second Party is (if entity, include type and state of organization) \_\_\_\_\_  
10 \_\_\_\_\_  
11 \_\_\_\_\_

12 Property One is \_\_\_\_\_  
13 \_\_\_\_\_

14 Property Two is \_\_\_\_\_  
15 \_\_\_\_\_

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

19 ■ ADDITIONAL CONSIDERATION: At closing  First Party  Second Party shall pay the Other Party cash in the amount of  
20 \$ \_\_\_\_\_

21 ■ OTHER CONSIDERATION: At closing  First Party  Second Party shall: \_\_\_\_\_  
22 \_\_\_\_\_  
23 \_\_\_\_\_

24 **NOTE: If assuming mortgage(s), consider terms and balance of mortgage, lender approval, etc.**

25 ■ FIXTURES AND OTHER PROPERTY: Included with the real property exchanged under this Agreement are all fixtures (See lines  
26 263-266) as may be on the Property on the date of this Agreement, unless excluded at lines 22-25, and the following additional  
27 items:

28 Property One: \_\_\_\_\_

29 \_\_\_\_\_

30 Property Two: \_\_\_\_\_

31 \_\_\_\_\_

32 All personal property will be transferred by Bill of Sale, free and clear of all liens and encumbrances, subject to tenants' rights.

33 ■ ITEMS NOT INCLUDED IN THIS AGREEMENT:

34 **CAUTION: Address rented fixtures or trade fixtures owned by tenants, if applicable.**

35 Property One: \_\_\_\_\_

36 \_\_\_\_\_

37 Property Two: \_\_\_\_\_

38 \_\_\_\_\_

39 **NOTE: Attach a schedule to identify additional included or excluded personal or other property, as needed.**

40 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy;  
41 (4) date of closing; (5) contingency Deadlines [STRIKE AS APPLICABLE] and all other dates and Deadlines in this Offer except:  
42 \_\_\_\_\_. If "Time is of the Essence"  
43 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  
44 not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

45 **ACCEPTANCE** Acceptance occurs when all Grantors and Grantees have signed one copy of the Agreement, or separate but  
46 identical copies of the Agreement.

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

49 **BINDING ACCEPTANCE** This Agreement will only be binding if a copy of the Agreement, which has been signed by or on behalf of  
50 each Party (NOTE: each Party, or an authorized agent, must sign for this Agreement to be valid), has been delivered to both Parties  
51 on or before \_\_\_\_\_.

52 **LEASED PROPERTY** If Property is currently leased and leases extend beyond closing, Grantor shall assign Grantor's rights under  
53 the lease(s) and credit all security deposits and prepaid rents thereunder to Grantee at closing. The terms of the (written) (oral)

54 **STRIKE ONE** lease(s), if any, are \_\_\_\_\_  
55 \_\_\_\_\_  
56 \_\_\_\_\_

57 **RENTAL WEATHERIZATION** For each Property containing dwelling units, identify whether the transfer of the Property is or is not  
58 exempt from Wisconsin Rental Weatherization Standards (Wis. Admin. Code, Ch. SPS 367). For each Property which is not exempt,  
59 identify which Party will be responsible for compliance, including costs of compliance:

60 **Property One:** (is)(is not) **STRIKE ONE** exempt. **Property Two:** (is)(is not) **STRIKE ONE** exempt. Party responsible for cost of  
61 Compliance: **Property One:** (First Party) (Second Party) **STRIKE ONE** **Property Two:** (First Party) (Second Party) **STRIKE ONE** If  
62 Grantor is responsible for compliance, Grantor shall provide a Certificate of Compliance at closing.

63 **PROPERTY CONDITION PROVISIONS**

64 ■ **PROPERTY CONDITION REPRESENTATIONS:** Grantor represents to Grantee that as of the date of Grantor's signing of this  
65 Agreement Grantor has no notice or knowledge of Conditions Affecting the Property or Transaction (lines xxx-xxx) other than those  
66 identified in Grantor's disclosure report (Property One report dated \_\_\_\_\_, Property Two report dated  
67 \_\_\_\_\_) which was received by Grantee prior to Grantee signing this Agreement [COMPLETE DATES OR  
68 STRIKE AS APPLICABLE], and the following:

69 Property One: \_\_\_\_\_

70  
71 Property Two: \_\_\_\_\_

72  
73 [INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)].  
74 **CAUTION: If Assets include 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis.**  
75 **Stat. § 709.03 may be required. If Assets include Real Estate without any buildings, a Vacant Land Disclosure Report**  
76 **containing the disclosures provided in Wis. Stat. § 709.033 may be required. Buyer may have rescission rights per Wis.**  
77 **Stat. § 709.05. A commercial or business disclosure report for commercial/business Real Estate may be used as well as**  
78 **business disclosure report(s) regarding Assets other than real estate. More than one report may be used.**

79 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written  
80 notices to a Party shall be effective only when accomplished by one of the methods specified at lines xx-xx.  
81 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at  
82 line xx or xx.

83 First Party's recipient for delivery (optional): \_\_\_\_\_  
84 Second Party's recipient for delivery (optional): \_\_\_\_\_

85  (2) **Fax:** fax transmission of the document or written notice to the following telephone number:  
86 First Party: (\_\_\_\_\_) \_\_\_\_\_ Second Party: (\_\_\_\_\_) \_\_\_\_\_

87  (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial  
88 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  
89 Party's delivery address at line xx or xx.

90  (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to  
91 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.  
92 Delivery address for First Party: \_\_\_\_\_  
93 Delivery address for Second Party: \_\_\_\_\_

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

100 **DELIVERY/ACTUAL RECEIPT** Delivery to, or Actual Receipt by, any named First Party or Second Party constitutes delivery to, or  
101 Actual Receipt by, all First Parties or Second Parties.

102 **CLOSING** This transaction is to be closed at \_\_\_\_\_  
103 \_\_\_\_\_ no later than \_\_\_\_\_.

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

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

113 \_\_\_\_\_ **STRIKE AND COMPLETE AS APPLICABLE**

114 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**  
115 Any income, taxes or expenses shall accrue to Grantor, and be prorated at closing, through the day prior to closing.  
116 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:  
117  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are  
118 defined as general property taxes after state tax credits and lottery credits are deducted) (Note: this choice applies if no box is  
119 checked)  
120  Current assessment times current mill rate (current means as of the date of closing)  
121  Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or  
122 current year if known, multiplied by current mill rate (current means as of the date of closing)  
123  Other: \_\_\_\_\_

124 **CAUTION: If Property has not been fully assessed for tax purposes (for example, recent land division or completed/pending**  
125 **reassessment) or if proration on the basis of net general real estate taxes is not acceptable (for example, changing mill rate),**  
126 **insert estimated annual tax or other basis for proration. Grantee is informed that the actual real estate taxes for the year of**  
127 **closing and subsequent years may be substantially different than the amount used for proration especially in transactions**

128 involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Grantee is encouraged to  
129 contact the local assessor regarding possible tax changes.

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

135 **TITLE EVIDENCE**

136 ■ **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  
137 form issued by an insurer licensed to write title insurance in Wisconsin. Grantor shall pay all costs of providing title evidence to  
138 Grantee. Grantee shall pay all costs of providing title evidence required by Grantee's lender. The policies shall be in the amount of the  
139 Property's Fair Market Value as defined at lines xxx-xxx.

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

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

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

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

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

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

164 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Grantee shall notify Grantor in writing of objections to  
165 title within \_\_\_\_\_ days ("15" if left blank) after delivery of the title commitment to Grantee or Grantee's attorney. In such  
166 event, Grantor shall have a reasonable time, but not exceeding \_\_\_\_\_ days ("5" if left blank) from Grantee's delivery of the  
167 notice stating title objections, to deliver notice to Grantee stating Grantor's election to remove the objections by the time set for closing.  
168 In the event that Grantor is unable to remove said objections, Grantee may deliver to Grantor written notice waiving the objections, and  
169 the time for closing shall be extended accordingly. If Grantee does not waive the objections,  
170 Grantee does not waive the objections, Grantee shall deliver written notice of termination and this Agreement shall be null and void.  
171 Providing title evidence acceptable for closing does not extinguish Grantor's obligations to give merchantable title to Grantee.

172 **SPECIAL ASSESSMENTS/OTHER EXPENSES** Special assessments, if any, levied or for work actually commenced prior to date of  
173 this Agreement shall be paid by Grantor no later than closing. All other special assessments shall be paid by Grantee.

174 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for**  
175 **current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or**  
176 **ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street,**  
177 **sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and**  
178 **interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat.**  
179 **§ 66.0617(1)(f).**

180 **FAIR MARKET VALUE** NOTE: Fair Market Value must be determined prior to completion of the transfer fee return per Wis.  
181 Stat. § 77.22. Fair Market Value information may also be needed to determine if the transaction qualifies for a particular tax  
182 treatment and with regard to appraised values, financing, insurance and title insurance amounts per lines xxx-xxx. Fair  
183 Market Value is defined in Wis. Stat. § 77.21 as: "The estimated price the property would bring in an open market and under the then  
184 prevailing market conditions in a sale between a willing seller and a willing buyer, both conversant with the property and at prevailing  
185 general price levels." If Fair Market Value is available on the date of this agreement, state the Fair Market Value of the Properties:

186 Property One: \$ \_\_\_\_\_ Property Two: \$ \_\_\_\_\_

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

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

194 **PROPERTY DIMENSIONS AND SURVEYS** Each Party acknowledges that any land, building or room dimensions, or total acreage  
195 or building square footage figures, provided to that Party by the Other Party or by a broker may be approximate because of rounding,  
196 formulas used or other reasons, unless verified by survey or other means.

197 **CAUTION: Each Party should verify total square footage or acreage figures and land, building or room dimensions, if**  
198 **material to the Party's decision to purchase.**

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

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

210 Grantee agrees to promptly restore the Property to its original condition after Grantee's inspections and testing are completed unless  
211 otherwise agreed to with Grantor. Grantee agrees to promptly provide copies of all inspection and testing reports to Grantor. Grantor  
212 acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the  
213 Wisconsin Department of Natural Resources.

214 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Grantor shall maintain the Property until the earlier of closing or  
215 occupancy by Grantee in materially the same condition as of the date of acceptance of this Agreement, except for ordinary wear and  
216 tear. 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  
217 (5%) of the selling price, Grantor shall be obligated to repair the Property and restore it to the same condition that it was in on the day  
218 of this Agreement. No later than closing, Grantor shall provide Grantee with lien waivers for all lienable repairs and restoration. If the  
219 damage shall exceed such sum, Grantor shall promptly notify Grantee in writing of the damage and this Agreement may be canceled  
220 at the option of the Grantee. Should Grantee elect to carry out this Agreement despite such damage. Grantee shall be entitled to any  
221 insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of  
222 Grantor's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Grantor, any  
223 insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

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

228 **OCCUPANCY** Occupancy of the entire Property shall be given to Grantee at time of closing unless otherwise provided in this  
229 Agreement at lines xxx-xxx or in an addendum per line xxx. At time of Grantee's occupancy, Property shall be in broom swept  
230 condition and free of all debris and personal property except for personal property belonging to current tenants, or that sold to  
231 Grantee or left with Grantee's consent. Occupancy shall be given subject to tenant's rights, if any.

232 **CAUTION: Consider an agreement which addresses responsibility for removal of personal property and debris prior to**  
233 **occupancy, if applicable.**

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

#### 237 **BROKER'S COMPENSATION**

238 The Parties acknowledge, agree and consent that each broker may receive compensation from persons other than the broker's client  
239 in the transaction.

#### 240 **DEFINITIONS**

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

- 243 a. Defects in the roof.
- 244 b. Defects in the electrical system including fire safety, security or lighting.
- 245 c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in the  
246 sale.
- 247 d. Defects in the heating, ventilation and air conditioning system (including the air filters and humidifiers).
- 248 e. Defects in the well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-service  
249 wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned according to  
250 applicable regulations.
- 251 f. Property is served by a joint well.
- 252 g. Defects in the septic system or other sanitary disposal system on the Property or out-of-service septic systems not  
253 closed/abandoned according to applicable regulations.
- 254 h. Underground or aboveground fuel storage tanks on or previously located on the Property for storage of flammable or  
255 combustible liquids, including, but not limited to, gasoline and heating oil. (If "yes", the owner, by law, may have to register the  
256 tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin,  
257 53708, whether the tanks are in use or not. Regulations of the Wisconsin Department of Agriculture, Trade and Consumer  
258 Protection may require the closure or removal of unused tanks.)

259 (Definitions Continued on page X)

260  **DOCUMENT REVIEW CONTINGENCY:** This Agreement is contingent upon Grantor delivering the following checked items to  
261 the Grantee no later than \_\_\_\_\_ days from acceptance: CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE

262 **FIRST SECOND**

263 **PARTY PARTY**

- 264   Documents evidencing that the sale of the Property has been properly authorized, if Grantor is a business entity.  
265   Copies of all current leases, lease applications of all current tenants and service contracts applicable to Property being  
266 transferred to the Other Party which shall be consistent with all prior representations.  
267   A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which  
268 is consistent with representations made prior to and in this Agreement.  
269   Uniform Commercial Code lien search as to included personal property, showing the Property to be free and clear of all  
270 liens, other than liens to be released prior to or at closing.  
271   The opportunity to inspect, at reasonable times upon reasonable notice, the books and records of the Property being  
272 transferred to the Other Party, as may be necessary to verify that the income and expenses for the year(s)  
273 \_\_\_\_\_ are consistent with all prior representations.  
274   Other: \_\_\_\_\_  
275   Other: \_\_\_\_\_

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

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

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

288  **TAX QUALIFICATION CONTINGENCY:** This Agreement is contingent upon  First Party  Second Party [CHECK ONE OR  
289 BOTH] obtaining a written opinion from a qualified tax advisor that this transaction qualifies for the benefits under Section 1031 of the  
290 Internal Revenue Code. The independent qualified tax advisor shall be an attorney, CPA, or  
291 \_\_\_\_\_. [IDENTIFY BY PROFESSION OR NAME] This contingency shall be  
292 deemed satisfied unless a copy of a written opinion from the independent qualified tax advisor indicating that this transaction does not  
293 qualify for the benefits under Section 1031 of the Internal Revenue Code is delivered to the Other Party within \_\_\_\_\_ days of the latter  
294 of acceptance or agreement as to Fair Market Value for the First Party and within \_\_\_\_\_ days of the latter of acceptance or  
295 agreement as to Fair Market Value for the Second Party.

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

298 **CONDOMINIUM PROVISIONS**

299 **Property One:** (is)(is not) STRIKE ONE a condominium unit.

300 **Property Two:** (is)(is not) STRIKE ONE a condominium unit. Lines xxx-xxx apply only to Property that is condominium.

301 Definitions of Association, Additional Association, Common Elements, Condominium, Declaration, Limited Common Elements, and  
302 Unit shall be as stated in Wis. Stat. § 703.02. The Property exchanged under this Agreement shall include Grantor's interest in the  
303 Common Elements and Limited Common Elements appurtenant to the Unit, together with and subject to the rights, interests,  
304 obligations and limitations as set forth in the Condominium Declaration and plat (and all amendments thereto) and Grantor's interests  
305 in any common surplus and reserves in the Condominium allocated to the Property. All unpaid delinquent assessments shall be paid  
306 by Grantor no later than closing.

307 **Property One:** Storage unit number: \_\_\_\_\_. Unit parking is \_\_\_\_\_ and parking fee is  
308 \$\_\_\_\_\_. Association Fee: \$\_\_\_\_\_ per \_\_\_\_\_.

309 **Property Two:** Storage unit number: \_\_\_\_\_. Unit parking is \_\_\_\_\_ and parking fee is  
310 \$\_\_\_\_\_. Association Fee: \$\_\_\_\_\_ per \_\_\_\_\_.

311 ■ **OTHER FEES:** The Association may charge other fees at, or subsequent to, closing which may include storage, Additional  
312 Association, reserves, start-up, administrative, etc. fees. Grantee is advised to review the Condominium disclosure materials including,  
313 but not limited to, current financial disclosure statements and other Condominium materials as relevant.

314 ■ **CONDOMINIUM DISCLOSURE MATERIALS:** Grantor agrees to provide Grantee, within 10 days of acceptance of this Agreement,  
315 but no later than 15 days prior to closing, current and accurate copies of the Condominium disclosure materials required by Wis. Stat. §  
316 703.33. The Condominium disclosure materials include a copy of the following and any amendments to any of these [except as may be  
317 limited for small Condominiums with no more than 12 units per Wis. Stat. § 703.365(1)(b) and (8)]:

318 (a) proposed or existing Declaration, bylaws and any rules or regulations, and an index of the contents;

319 (b) proposed or existing articles of incorporation of the Association, if it is or is to be incorporated;

320 (c) proposed or existing management contract, employment contract or other contract affecting the use, maintenance or access of all  
321 or part of the Condominium;

322 (d) projected annual operating budget for the Condominium including reasonable details concerning the estimated monthly payments  
323 by the purchaser for assessments and other monthly charges;

324 (e) leases to which Unit owners or the Association will be a party;

325 (f) general description of any contemplated expansion of Condominium including each stage of expansion and the maximum number  
326 of Units that can be added to the Condominium;

327 (g) Unit floor plan showing location of Common Elements and other facilities available to Unit owners;

328 (h) the executive summary.

329 If the Condominium was an occupied structure prior to the recording of the Condominium Declaration, it is a "conversion

330 Condominium," and the "Condominium disclosure materials" for a conversion Condominium with five or more Units also include:

331 (1) a declarant's statement based on an independent engineer's or architect's report describing the present condition of structural,

332 mechanical and electrical installations;

333 (2) a statement of the useful life of the items covered in (1), unless a statement that no representations are being made is provided,

334 and

335 (3) a list of notices of uncured code or other municipal violations, including an estimate of the costs of curing the violations.

336 ■ **BUYER RESCISSION RIGHTS:** As provided in Wis. Stat. § 703.33(4)(a), Grantee may, within 5 business days of receipt of all the

337 required disclosure documents, rescind this Offer by written notice delivered to Seller. If the disclosure materials are delivered to

338 Grantee and Grantee does not receive all of the disclosure documents, Grantee may, within 5 business days of Grantee's receipt of

339 the disclosure materials, either rescind the Offer or request any missing documents. Grantor has 5 business days following receipt of

340 Grantee's request for missing documents to deliver the requested documents. Grantee may rescind the sale within 5 business days of

341 the earlier of Grantee's receipt of requested missing documents or the deadline for Grantor's delivery of the documents [Wis. Stat. §

342 703.33(4)(b)].

343 **The Parties agree that the 5 business days begin upon the earlier of: (1) Grantee's Actual Receipt of the disclosure materials**

344 **or requested missing documents or (2) upon the deadline for Grantor's delivery of the documents.**

345 **NOTE: GRANTEE SHOULD READ ALL DOCUMENTS CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF**

346 **THE PROVISIONS OF THE DOCUMENTS BUT ARE PROHIBITED BY LAW FROM GIVING LEGAL ADVICE OR OPINIONS.**

347 ■ **ADDITIONAL CONDOMINIUM ISSUES:** In addition to review of the disclosure materials required to be provided by Wis. Stat. §

348 703.33, Grantee may wish to consider reviewing other Condominium materials as may be available, such as copies of: the

349 Condominium Association's financial statements for the last two years, the minutes of the last 3 Unit owners' meetings, the minutes of

350 Condominium board meetings during the 12 months prior to acceptance, information about contemplated or pending Condominium

351 special assessments, the Association's certificate of insurance, a statement from the Association indicating the balance of reserve

352 accounts controlled by the Association, a statement from the Association of the amount of any unpaid assessments on the Unit (per

353 Wis. Stat. § 703.165), any Common Element inspection reports (e.g. roof, swimming pool, elevator and parking garage inspections,

354 etc.), any pending litigation involving the Association and the Declaration, bylaws, budget and/or most recent financial statement of any

355 master association or Additional Association the Unit may be part of. Contingencies for review and approval of those additional

356 materials which may be available may be provided for in additional contingencies per **lines xxx-xxx or xxx-xxx** or in an addendum per

357 line **xxx**. Because not all of these materials may exist or be available from the Condominium Association, Grantor may wish to verify

358 availability prior to acceptance if the Offer is contingent upon Grantor providing these materials to Grantee.

359 **DEFINITIONS CONTINUED FROM PAGE X**

360 i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased).

361 j. Defects in the walls, basement or foundation (including cracks, seepage and bulges).

362 k. The Property or a portion of the Property is located in a floodplain, wetland or shoreland zoning area under local, state or federal

363 regulations.

364 l. Defects in the structure of the Property.

365 m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.

366 n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway), violation of fence laws (Wis. Stat. ch.

367 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

368 not in compliance with state or local pier regulations.

369 o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint, lead

370 or arsenic in soil, lead in water supplies or plumbing system, pesticides, herbicides, fertilizer, mold, other potentially hazardous

371 or toxic substances on the Property, conditions constituting a significant health risk or safety hazard for occupants of the

372 Property, or material violations of environmental rules or other rules or agreements regulating the use of the Property. **NOTE:**

373 **Specific federal lead paint disclosure requirements must be complied with in the sale of most residential properties**

374 **built before 1978.**

375 p. Presence of asbestos or asbestos-containing materials on the Property.

376 q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances on

377 neighboring properties.

378 r. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect

379 infestations.

380 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.

381 t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership without

382 required permits.

383 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.

384 v. Notice of property tax increases, other than normal annual increases, or completed or pending property tax reassessment.

385 w. Remodeling that may increase Property's assessed value.

386 x. Proposed or pending special assessments.

387 y. Property is located within a special purpose district, such as a drainage district, lake district, sanitary district or sewer district,

388 that has the authority to impose assessments against the real property located within the district.

389 z. Proposed, planned or commenced public improvements or public construction projects which may result in special assessments

390 or otherwise materially affect the Property or the present use of the Property.

391 aa. Subdivision homeowners' associations, common areas co-owned with others, zoning or building code violations or

392 nonconforming structures or uses, conservation easements, restrictive covenants, rights-of-way, easements other than recorded

393 utility easements, easement maintenance agreements, shared fences, walls, wells, driveways, signage or other shared usages;

394 another use of a part of the Property by non-owners, or leased parking..

- 395 bb. Structure on the Property is designated as an historic building or part of the Property is in an historic district, or burial sites,  
396 archeological artifacts, mineral rights, orchards or endangered species on the Property.
- 397 cc. Any land division or subdivision involving the Property for which required state or local permits were not obtained.
- 398 dd. Violation of state or local smoke and carbon monoxide detector laws.
- 399 ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- 400 ff. The Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources rules related to county  
401 shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to shoreland conditions,  
402 enforceable by the county.
- 403 gg. Government agency or court order requiring repair, alteration or correction of any existing condition, or government investigation  
404 or private assessment/audit (of environmental matters) conducted.
- 405 hh. A portion of the Property being subject to, enrolled in or in violation of, a farmland preservation agreement or in a certified  
406 farmland preservation zoning district, or enrolled in, or in violation of, a Forest Crop, Managed Forest (see Wis. Stat. § 710.12),  
407 Conservation Reserve, or comparable program.
- 408 ii. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 409 jj. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface foundations  
410 or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic or hazardous  
411 materials or containers for these materials were disposed of in violation of manufacturer's or government guidelines or other laws  
412 regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing capacity, earth or soil movement,  
413 slides) or excessive rocks or rock formations.
- 414 kk. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other contaminated  
415 land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR) Remediation and  
416 Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 417 ll. Lack of legal vehicular access to the Property from public roads or access restrictions.
- 418 mm. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 419 nn. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 420 oo. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from  
421 neighboring property.
- 422 pp. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial  
423 injuries or disease in livestock on the Property or neighboring properties.
- 424 qq. Existing or abandoned manure storage facilities on the Property.
- 425 rr. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of the  
426 Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 427 ss. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or  
428 the payment of a use-value conversion charge has been deferred.
- 429 tt. Other conditions or occurrences which would significantly reduce the value of the Property to a reasonable person with  
430 knowledge of the nature and scope of the condition or occurrence or other Defects affecting the Property.
- 431 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the  
432 day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines  
433 expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal  
434 law, and other day designated by the President such that the postal service does not receive registered mail or make regular  
435 deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a  
436 notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific  
437 day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.
- 438 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would  
439 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would  
440 significantly shorten or adversely affect the expected normal life of the premises.
- 441 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "environmental site assessment" (also known as a "Phase I Site Assessment") (see  
442 lines 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  
443 Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the visual  
444 inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of environmental licenses,  
445 permits or orders issued with respect to the Property; (5) an evaluation of results of any environmental sampling and analysis that has  
446 been conducted on the Property; and (6) a review to determine if the Property is listed in any of the written compilations of sites or  
447 facilities considered to pose a threat to human health or the environment including the National Priorities List, the Department of  
448 Natural Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated Lands Environmental Action Network, and the  
449 DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information System (GIS) Registry and related  
450 resources. Any Environmental Site Assessment performed under this Agreement shall comply with generally recognized industry  
451 standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), state and  
452 federal guidelines, as applicable. **Caution: Unless otherwise agreed an Environmental Site Assessment does not include**  
453 **subsurface testing of the soil or groundwater or other testing of the Property for environmental pollution. If further**  
454 **investigation is required, insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III**  
455 **Environmental Site Assessment (evaluation of remediation alternatives) or other site evaluation at lines xxx-xxx or attach as**  
456 **an addendum per line xxx.**
- 457 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land and improvements so  
458 as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage  
459 to the Property, items specifically adapted to the Property, and items customarily treated as fixtures, including, but not limited to, all:  
460 garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and  
461 traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and treatment systems;  
462 sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage door openers and remote controls; installed  
463 security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances;

464 ceiling fans; fences; storage buildings on permanent foundations and docks/piers on permanent foundations. A Fixture does not  
465 include trade fixtures owned by tenants of the Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

520 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Financing Contingency (and Grantee has  
521 not already delivered an acceptable loan commitment for other financing to Grantor), Grantee shall promptly deliver written notice to  
522 Grantor of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is  
523 named in this Financing Contingency, Grantor (shall) (shall not) **STRIKE ONE** ("shall not" if neither is stricken) have 10 days to  
524 deliver to Grantee written notice of Grantor's decision to finance this transaction on the same terms set forth in this Financing  
525 Contingency, and this Agreement shall remain in full force and effect, with the time for closing extended accordingly. If Grantor's  
526 notice is not timely given, this Agreement shall be null and void. Grantee authorizes Grantor to obtain any credit information  
527 reasonably appropriate to determine Grantee's credit worthiness for Grantor financing.

528 ■ **IF THIS AGREEMENT IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party in  
529 control of Grantee's funds shall provide Grantor with reasonable written verification that Grantee has, at the time of verification,  
530 sufficient funds to close. If such written verification is not provided, Grantor has the right to terminate this Agreement by delivering  
531 written notice to Grantee. Grantee may or may not obtain mortgage financing but does not need the protection of a financing  
532 contingency. Grantor agrees to allow Grantee's appraiser access to the Property for purposes of an appraisal. Grantee understands

533 and agrees that this Agreement is not subject to the appraisal meeting any particular value, unless this Agreement is subject to an  
534 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

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

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

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

553  **First Party as Grantee:** \$ \_\_\_\_\_ shall be paid at closing (in addition to earnest money) interest rate  
554 following payment default shall be \_\_\_\_\_ %, the default period shall be \_\_\_\_\_ days for payments and \_\_\_\_\_ days for performance  
555 of any other obligations. Interest shall be calculated on a  prepaid  postpaid [CHECK ONE] basis. The first payment shall be due  
556 \_\_\_\_\_.

557 \_\_\_\_\_. Any amount may be prepaid on principal without penalty at any time. If the term of the land contract is shorter than the  
558 amortization period, a balloon payment will be due at the end of the term of the land contract.  Grantee  Grantor [CHECK ONE]  
559 shall be responsible for the preparation of the land contract, including all costs of preparation.

560  **Second Party as Grantee:** \$ \_\_\_\_\_ shall be paid at closing (in addition to earnest money) interest rate  
561 following payment default shall be \_\_\_\_\_ %, the default period shall be \_\_\_\_\_ days for payments and \_\_\_\_\_ days for performance  
562 of any other obligations. Interest shall be calculated on a  prepaid  postpaid [CHECK ONE] basis. The first payment shall be due  
563 \_\_\_\_\_.

564 \_\_\_\_\_. Any amount may be prepaid on principal without penalty at any time. If the term of the land contract is shorter than the  
565 amortization period, a balloon payment will be due at the end of the term of the land contract.  Grantee  Grantor [CHECK ONE]  
566 shall be responsible for the preparation of the land contract, including all costs of preparation.

567  **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Agreement is contingent upon  First Party  Second Party  
568 [CHECK AS APPLICABLE] ("Investigating Party" for the purpose of this contingency) being able to obtain a written report from a  
569 qualified independent environmental consultant of the Investigating Party's choice who has conducted an Environmental Site  
570 Assessment (see lines xxx-xx) of the Other Party's Property, at  Investigating Party's  Other Party's expense [CHECK  
571 ONE] ("Investigating Party's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines  
572 xxx-xxx) is defined to also include a material violation of environmental laws, a material contingent liability affecting the Property arising  
573 under any environmental laws, the presence of an underground storage tank(s) or material levels of hazardous substances either on  
574 the Property or presenting a significant risk of contaminating the Property due to future migration from other properties. Defects do not  
575 include conditions the nature and extent of which Investigating Party had actual knowledge or written notice before signing the Offer.

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

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

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

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

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

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

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

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

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

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

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

618 If Grantee defaults, Grantor may:

619 (1) sue for specific performance and request the earnest money, if any, as partial payment of Grantee's obligations under this  
620 Agreement; or

621 (2) terminate the Agreement and have the option to: (a) request the earnest money, if any, as liquidated damages; or (b) sue for  
622 actual damages.

623 If Grantor defaults, Grantee may:

624 (1) sue for specific performance; or

625 (2) terminate the Agreement and request the return of any earnest money paid, sue for actual damages, or both.

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

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

632 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ**  
633 **THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE**  
634 **PROVISIONS OF THE AGREEMENT BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING**  
635 **THE LEGAL RIGHTS OR OBLIGATIONS OF PARTIES TO A TRANSACTION, THE LEGAL EFFECT OF A SPECIFIC CONTRACT**  
636 **OR CONVEYANCE, OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL**  
637 **ADVICE IS NEEDED.**

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

640 **ADDITIONAL PROVISIONS/CONTINGENCIES** \_\_\_\_\_  
641 \_\_\_\_\_  
642 \_\_\_\_\_  
643 \_\_\_\_\_  
644 \_\_\_\_\_  
645 \_\_\_\_\_  
646 \_\_\_\_\_  
647 \_\_\_\_\_  
648 \_\_\_\_\_  
649 \_\_\_\_\_  
650 \_\_\_\_\_

651 This Agreement was drafted by [Licensee and firm] \_\_\_\_\_  
652 \_\_\_\_\_ on \_\_\_\_\_.

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

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

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

661  
662

663 **FIRST PARTY:**

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

665

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

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

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

(x) \_\_\_\_\_  
672 Individual First Party's Signature ▲      Print Name Here ►      Date ▲

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

674

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

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

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

(x) \_\_\_\_\_  
681 Individual First Party's Signature ▲      Print Name Here ►      Date ▲

682

683 **SECOND PARTY:**

684 Second Party Entity Name (if any) (include type and state of organization): \_\_\_\_\_

685

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

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

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

(x) \_\_\_\_\_  
692 Individual Second Party's Signature ▲      Print Name Here ►      Date ▲

693

694 Second Party Entity Name (if any) (include type and state of organization): \_\_\_\_\_

695

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

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

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

(x) \_\_\_\_\_  
702 Individual Second Party's Signature ▲      Print Name Here ►      Date ▲

### WB-40 AMENDMENT TO OFFER TO PURCHASE

**Caution: Use A WB-40 Amendment If Both Parties Will Be Agreeing To Modify The Terms Of The Offer.  
Use A WB-41 Notice If A Party Is Giving A Notice Which Does Not Require The Other Party's Agreement.**

1 Buyer and Seller agree to amend the Offer dated \_\_\_\_\_, \_\_\_\_\_, and accepted \_\_\_\_\_, \_\_\_\_\_, for  
2 the purchase and sale of real estate at \_\_\_\_\_  
3 \_\_\_\_\_ as follows:

- 4  Closing date is changed from no later than \_\_\_\_\_, \_\_\_\_\_, to no later than \_\_\_\_\_, \_\_\_\_\_.
- 5  Purchase price is changed from \$ \_\_\_\_\_ to \$ \_\_\_\_\_.
- 6  Occupancy date is changed from \_\_\_\_\_, \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_.
- 7  Occupancy charge is changed from \$ \_\_\_\_\_ to \$ \_\_\_\_\_.
- 8  Other: \_\_\_\_\_
- 9 \_\_\_\_\_
- 10 \_\_\_\_\_
- 11 \_\_\_\_\_
- 12 \_\_\_\_\_
- 13 \_\_\_\_\_
- 14 \_\_\_\_\_
- 15 \_\_\_\_\_
- 16 \_\_\_\_\_
- 17 \_\_\_\_\_
- 18 \_\_\_\_\_
- 19 \_\_\_\_\_

20  The attached \_\_\_\_\_ is/are made part of this Amendment.  
21 ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.  
22 This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the Party  
23 offering the Amendment on or before \_\_\_\_\_ (Time is of the Essence). Delivery  
24 of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless otherwise provided  
25 in this Amendment.

26 **NOTE: The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and**  
27 **delivery as provided at lines 24-27.**

28 This Amendment was drafted by \_\_\_\_\_ on \_\_\_\_\_  
29 \_\_\_\_\_ Licensee and Firm ▲ \_\_\_\_\_ Date ▲

30 ~~This Amendment was delivered by \_\_\_\_\_ on \_\_\_\_\_~~  
31 ~~\_\_\_\_\_ Licensee and Firm ▲ \_\_\_\_\_ Date ▲~~

32 This Amendment was presented by \_\_\_\_\_ on \_\_\_\_\_  
33 \_\_\_\_\_ Licensee and Firm ▲ \_\_\_\_\_ Date ▲

34 ~~This Amendment was delivered to (Buyer)(Seller)(Buyer's Recipient for delivery)(Seller's recipient for delivery) [STRIKE~~  
35 ~~AS APPLICABLE] by \_\_\_\_\_ on \_\_\_\_\_~~  
36 ~~\_\_\_\_\_ Licensee and Firm ▲ \_\_\_\_\_ Date ▲~~  
37 ~~at \_\_\_\_\_ a.m./p.m. [STRIKE ONE] using the following method of delivery:  U.S. Mail,  commercial delivery,~~  
38  ~~e-mail,  fax,  personal delivery,  other \_\_\_\_\_ [CHECK AS APPLICABLE]~~

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39 (x) \_\_\_\_\_ (x) \_\_\_\_\_  
40 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲  
41 Print name ► Print name ►

42 (x) \_\_\_\_\_ (x) \_\_\_\_\_  
43 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲  
44 Print name ► Print name ►



### WB-40 AMENDMENT TO OFFER TO PURCHASE

**Caution: Use A WB-40 Amendment If Both Parties Will Be Agreeing To Modify The Terms Of The Offer.  
Use A WB-41 Notice If A Party Is Giving A Notice Which Does Not Require The Other Party's Agreement.**

1 Buyer and Seller agree to amend the Offer dated \_\_\_\_\_, \_\_\_\_\_, and accepted \_\_\_\_\_, \_\_\_\_\_, for  
2 the purchase and sale of real estate at \_\_\_\_\_  
3 \_\_\_\_\_ as follows:

- 4  Closing date is changed from \_\_\_\_\_, \_\_\_\_\_, to \_\_\_\_\_, \_\_\_\_\_.
- 5  Purchase price is changed from \$ \_\_\_\_\_ to \$ \_\_\_\_\_.
- 6  Occupancy date is changed from \_\_\_\_\_, \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_.
- 7  Occupancy charge is changed from \$ \_\_\_\_\_ to \$ \_\_\_\_\_.
- 8  Other: \_\_\_\_\_
- 9 \_\_\_\_\_
- 10 \_\_\_\_\_
- 11 \_\_\_\_\_
- 12 \_\_\_\_\_
- 13 \_\_\_\_\_
- 14 \_\_\_\_\_
- 15 \_\_\_\_\_
- 16 \_\_\_\_\_
- 17 \_\_\_\_\_
- 18 \_\_\_\_\_
- 19 \_\_\_\_\_
- 20 \_\_\_\_\_
- 21 \_\_\_\_\_
- 22 \_\_\_\_\_

23 ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.  
24 This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the Party  
25 offering the Amendment on or before \_\_\_\_\_ (Time is of the Essence). Delivery  
26 of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless otherwise provided  
27 in this Amendment.

28 **NOTE: The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and**  
29 **delivery as provided at lines 24-27.**

30 This Amendment was drafted by \_\_\_\_\_ on \_\_\_\_\_  
31 Licensee and Firm ▲ Date ▲

32 This Amendment was delivered by \_\_\_\_\_ on \_\_\_\_\_  
33 Licensee and Firm ▲ Date ▲

34 This Amendment was presented by \_\_\_\_\_ on \_\_\_\_\_  
35 Licensee and Firm ▲ Date ▲

36 (x) \_\_\_\_\_ (x) \_\_\_\_\_  
37 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲  
38 Print name ► Print name ►

39 (x) \_\_\_\_\_ (x) \_\_\_\_\_  
40 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲  
41 Print name ► Print name ►

42 This Amendment was rejected by \_\_\_\_\_ on \_\_\_\_\_  
43 Party Name ▲ Date ▲

**WB-41 NOTICE RELATING TO OFFER TO PURCHASE CONTRACT**

**Caution: Use A WB-41 Notice If A Party Is Giving A Notice Which Does Not Require The Other Party's Agreement. Use A WB-40 Amendment If Both Parties Will Be Agreeing To Modify The Terms Of The Offer Contract.**

This Notice by \_\_\_\_\_ (identify Party, e.g., Seller, Buyer, Landlord, Tenant, Broker, etc.) ~~(Seller)(Buyer)~~  
~~[STRIKE ONE]~~ relates to the \_\_\_\_\_ (Contract) [insert type of contract, e.g., offer  
to purchase, contract of sale, lease, option, listing contract, buyer agency agreement, etc.] Offer to Purchase dated  
\_\_\_\_\_, \_\_\_\_\_ and accepted \_\_\_\_\_ (if applicable) for the purchase and sale of  
real estate Property located \_\_\_\_\_ This Notice by (Seller)(Buyer) ~~[STRIKE ONE]~~ relates to the Offer to Purchase dated  
\_\_\_\_\_, \_\_\_\_\_ and accepted \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ for the purchase and sale of real  
estate at \_\_\_\_\_

The following are no longer contingencies or conditions of the Offer to Purchase (Note: Attach supporting documents, if required): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice is given that: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Buyer has reviewed the accompanying/attached loan commitment and hereby directs that the loan commitment be delivered to Seller.  
 The following are Protected Buyers/Properties under the terms of the Contract: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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The attached \_\_\_\_\_ is/are made part of this Notice.

This Notice was drafted by \_\_\_\_\_ on \_\_\_\_\_  
Licensee and Firm ▲ Date ▲

**Withdrawal Warning: Once delivered, a Notice cannot be withdrawn by the Party delivering the Notice without the consent of the Party receiving the Notice.**

(x) \_\_\_\_\_ (x) \_\_\_\_\_  
Signature of Party Giving Notice ▲ Date ▲ Signature of Party Giving Notice ▲ Date ▲  
Print name ► Print name ►

This Notice was delivered to \_\_\_\_\_ (identify Party, e.g., Seller, Buyer, Landlord, Tenant, Broker, etc.) by \_\_\_\_\_ on \_\_\_\_\_  
Licensee and Firm ▲ Date ▲  
at \_\_\_\_\_ a.m./p.m. [STRIKE ONE] using the following method of delivery:  U.S. Mail,  commercial delivery,  
 e-mail,  fax,  personal delivery,  other \_\_\_\_\_ [CHECK AS APPLICABLE].

49 | This Notice was presented ~~to~~ \_\_\_\_\_ (identify Party, e.g., Seller, Buyer, Landlord, Tenant, Broker, etc.)  
50 | by \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. [STRIKE ONE]  
51 | Licensee and Firm ▲ Date ▲

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52 | This Notice was Actually Received (within the physical possession) of \_\_\_\_\_ (identify Party, e.g.,  
53 | Seller, Buyer, Landlord, Tenant, Broker, etc.)] on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. [STRIKE ONE].  
54 | \_\_\_\_\_ Date ▲  
55 | Party Initials ▲

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### WB-41 NOTICE RELATING TO OFFER TO PURCHASE

**Caution: Use A WB-41 Notice If A Party Is Giving A Notice Which Does Not Require The Other Party's Agreement. Use A WB-40 Amendment If Both Parties Will Be Agreeing To Modify The Terms Of The Offer.**

1 This Notice by (Seller)(Buyer) [STRIKE ONE] relates to the Offer to Purchase dated \_\_\_\_\_, \_\_\_\_\_  
2 and accepted \_\_\_\_\_, \_\_\_\_\_, for the purchase and sale of real estate at \_\_\_\_\_  
3 \_\_\_\_\_.

4  The following are no longer contingencies or conditions of the Offer to Purchase (Note: Attach supporting  
5 documents, if required): \_\_\_\_\_  
6 \_\_\_\_\_  
7 \_\_\_\_\_  
8 \_\_\_\_\_  
9 \_\_\_\_\_

10  Notice is given that: \_\_\_\_\_  
11 \_\_\_\_\_  
12 \_\_\_\_\_  
13 \_\_\_\_\_  
14 \_\_\_\_\_  
15 \_\_\_\_\_  
16 \_\_\_\_\_  
17 \_\_\_\_\_  
18 \_\_\_\_\_  
19 \_\_\_\_\_  
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24 \_\_\_\_\_  
25 \_\_\_\_\_  
26 \_\_\_\_\_  
27 \_\_\_\_\_  
28 \_\_\_\_\_  
29 \_\_\_\_\_

30 This Notice was drafted by \_\_\_\_\_ on \_\_\_\_\_  
31 Licensee and Firm ▲ Date ▲

32 **Withdrawal Warning: Once delivered, a Notice cannot be withdrawn by the Party delivering the Notice**  
33 **without the consent of the Party receiving the Notice.**

34 (x) \_\_\_\_\_ (x) \_\_\_\_\_  
35 Signature of Party Giving Notice ▲ Date ▲ Signature of Party Giving Notice ▲ Date ▲  
36 Print name ► Print name ►

37 This Notice was delivered by \_\_\_\_\_ on \_\_\_\_\_  
38 Licensee and Firm ▲ Date ▲  
39 at \_\_\_\_\_ a.m./p.m. [STRIKE ONE] using the following method of delivery:  U.S. Mail,  commercial delivery,  
40  e-mail,  fax,  personal delivery,  other \_\_\_\_\_ [CHECK AS APPLICABLE].

41 This Notice was presented by \_\_\_\_\_ on \_\_\_\_\_  
42 Licensee and Firm ▲ Date ▲

Approved by the Wisconsin Department of Regulation and Licensing Real Estate Examining Board  
3x-1-00-15 (Optional Use Date) 7x-1-00-15 (Mandatory Use Date)

### WB-45 Cancellation Agreement & Mutual Release

1 The UNDERSIGNED Parties agree that the \_\_\_\_\_  
2 (~~Contract~~) [~~insert type of contract, e.g., offer to purchase, contract of sale,~~  
3 ~~lease, option, listing contract, buyer agency agreement, etc.] Agreement)~~  
4 [~~INSERT TYPE OF AGREEMENT e.g., CONTRACT OF SALE, LEASE, OPTION, etc.]~~ dated \_\_\_\_\_, for  
5 the property located at \_\_\_\_\_, in the \_\_\_\_\_  
6 of \_\_\_\_\_, State of \_\_\_\_\_, be canceled and the Parties hereby release all of their  
7 right, title, and interest in and to the ~~Agreement~~Contract, and any and all claims arising out of the transaction.

8 The Parties hereby release the broker(s) from any and all liability for disbursing the trust funds as directed Parties and  
9 hereby authorize and direct the broker(s) to disburse the trust funds held on behalf of the Parties as follows:

10 \$ \_\_\_\_\_ shall be disbursed to \_\_\_\_\_ at  
11 the following address \_\_\_\_\_,

12 \$ \_\_\_\_\_ shall be disbursed to \_\_\_\_\_ at  
13 the following address \_\_\_\_\_;  
14 and the Parties hereby release the broker(s) from any and all liability for disbursing the trust funds as directed.

15 This Cancellation Agreement and Mutual Release (CAMR) shall be effective only if all Parties to the Agreement  
16 Contract have signed an identical copy of this Cancellation Agreement and Mutual Release CAMR (including signatures  
17 on separate but identical copies of the Cancellation Agreement and Mutual Release CAMR), and if the fully-executed  
18 Cancellation Agreement and Mutual Release CAMR has been delivered to the Party proposing the Cancellation  
19 Agreement and Mutual Release CAMR on or before \_\_\_\_\_. Delivery may be  
20 made in any manner authorized in the Agreement Contract.

21 **NOTE: The Party making this CAMR may withdraw the CAMR prior to acceptance and delivery as provided at**  
22 **lines xx-xx.**

Formatted: Don't suppress line numbers

23 (X) \_\_\_\_\_  
24 Party's Signature ▲ Print Name Here ► Date ▲

25 (X) \_\_\_\_\_  
26 Party's Signature ▲ Print Name Here ► Date ▲

27 (X) \_\_\_\_\_  
28 Party's Signature ▲ Print Name Here ► Date ▲

29 (X) \_\_\_\_\_  
30 Party's Signature ▲ Print Name Here ► Date ▲

31 (X) \_\_\_\_\_  
32 Party's Signature ▲ Print Name Here ► Date ▲

33 (X) \_\_\_\_\_  
34 Party's Signature ▲ Print Name Here ► Date ▲

35 (X) \_\_\_\_\_  
36 Party's Signature ▲ Print Name Here ► Date ▲

### WB-45 Cancellation Agreement & Mutual Release

1 The UNDERSIGNED Parties agree that the \_\_\_\_\_ (Agreement)  
2 [INSERT TYPE OF AGREEMENT e.g. CONTRACT OF SALE, LEASE, OPTION, etc.] dated \_\_\_\_\_, for  
3 property located at \_\_\_\_\_, in the \_\_\_\_\_ of  
4 \_\_\_\_\_, State of \_\_\_\_\_, be canceled and the Parties hereby release all of their  
5 right, title, and interest in and to the Agreement, and any and all claims arising out of the transaction.

6 The Parties hereby authorize and direct the broker(s) to disburse the trust funds held on behalf of the Parties as follows:

7 \$ \_\_\_\_\_ shall be disbursed to \_\_\_\_\_ at  
8 the following address \_\_\_\_\_,

9 \$ \_\_\_\_\_ shall be disbursed to \_\_\_\_\_ at  
10 the following address \_\_\_\_\_,  
11 and the Parties hereby release the broker(s) from any and all liability for disbursing the trust funds as directed.

12 This Cancellation Agreement and Mutual Release shall be effective only if all Parties to the Agreement have signed an  
13 identical copy of this Cancellation Agreement and Mutual Release (including signatures on separate but identical  
14 copies of the Cancellation Agreement and Mutual Release), and if the fully-executed Cancellation Agreement and  
15 Mutual Release has been delivered to the Party proposing the Cancellation Agreement and Mutual Release on or  
16 before \_\_\_\_\_. Delivery may be made in any manner authorized in the Agreement.

17 (X) \_\_\_\_\_  
18 Party's Signature ▲ Print Name Here ► Date ▲

19 (X) \_\_\_\_\_  
20 Party's Signature ▲ Print Name Here ► Date ▲

21 (X) \_\_\_\_\_  
22 Party's Signature ▲ Print Name Here ► Date ▲

23 (X) \_\_\_\_\_  
24 Party's Signature ▲ Print Name Here ► Date ▲

25 (X) \_\_\_\_\_  
26 Party's Signature ▲ Print Name Here ► Date ▲

27 (X) \_\_\_\_\_  
28 Party's Signature ▲ Print Name Here ► Date ▲

29 (X) \_\_\_\_\_  
30 Party's Signature ▲ Print Name Here ► Date ▲

**FORM REVISIONS**

To: DSPS Real Estate Contractual Forms Advisory Committee

From: WRA Forms Committee

Date: March 2, 2015

RE: **WB-35 Simultaneous Exchange Agreement**

- WB-40 Amendment to Offer to Purchase**
- WB-41 Notice Relating to Offer to Offer to Purchase**
- WB-44 Counter-Offer**
- WB-45 Cancellation Agreement & Mutual Release**

The WRA Forms Committee met on February 19, 2015 to look at the forms listed above. A couple committee members said they had read through and the WB-35 Simultaneous Exchange Agreement and had no further feedback or commentary.

It was a new committee with some new members and as we start anew there was not as much initial agreement on some of the proposed changes. Some of those suggestions have nonetheless been shown in the accompanying drafts with a note in the memo that it is an idea but there was no clear consensus during the first WRA Committee meeting.

◆ **Signature Lines**

One Committee member wanted to ensure that we have plenty of room in all of these forms for an entity name, signatory name, and title in all areas where there are party signatures. Two different lines were proposed, plus more spacing for longer LLC names, longer individual names, and titles.

Example:  
XYZ Company LLC  
John Johnson, Managing Member

The Committee, however was opposed to any measure that would make these forms become longer than the current one page, pointed to the WRA Signatures Page (Signature Block Addendum) available electronically on zipForm as a way to handle this, and said that they thought it was manageable as is. Using smaller fonts was suggested in order to help make longer names fit.

**WB-40 Amendment to Offer to Purchase**

Possible areas of concern include lines 30-35 and possibly 42-43. Do the changes proposed below solve the problem – these lines are confusing because they can be interpreted to apply to different parts of the journey this amendment form takes.

It was decided on lines 30-35 to remove the delivery from lines 32-33 and place a delivery section with more detail after the presentation line.

This Amendment was delivered to (Buyer)(Seller)(Buyer’s Recipient for delivery)(Seller’s recipient for delivery) [~~STRIKE AS APPLICABLE~~] by \_\_\_\_\_ on \_\_\_\_\_

Licensee and Firm ▲

Date ▲

at \_\_\_\_\_ a.m./p.m. [STRIKE ONE] using the following method of delivery:  U.S. Mail,  commercial delivery,  e-mail,  fax,  personal delivery,  other \_\_\_\_\_ [CHECK AS APPLICABLE]

Formatted: Don't suppress line numbers, Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers

This provision alternately could say the “Amendment was delivered to \_\_\_\_\_” rather than offering the choices and [STRIKE AS APPLICABLE] feature.

◆ **Rejection (Lines 42-43):**

The committee looked at whether there should be a prompt for a signature or initials here or is just having the party’s name filled, presumably by an agent, sufficient to confirm the amendment proposed was rejected? The committee favored providing a place for initials.

Example based on the offer language:

This Amendment was rejected: \_\_\_\_\_  
Party Initials ▲ Date ▲ Party Initials ▲ Date ▲

Other changes suggested during the meeting were to modify the closing date language on line 4 so that it was the same as the language in the offers. If a licensee wants to name a specific date they may line out this added language but the group seemed to want it to be the same as the offers.

On line 20 of the attached draft of the WB-40 amendment there is a check box item for adding addenda, attachments, signature pages, etc. This was not universally embraced – the Committee was split on this one – but we thought it worth the effort to include it for discussion.

**WB-41 Notice Relating to Offer to Purchase**

◆ **Contracts in Addition to Offer?**

One issue concerning the WB-41 is whether it should be more global: should the notice be available different contracts and agreements and not just offers? For instance, see the beginning of the CAMR. For example, if lines 1-3 read:

This Notice by \_\_\_\_\_ (identify Party, e.g., Seller, Buyer, Landlord, Tenant, Broker, etc.)  
(Seller)(Buyer) [STRIKE ONE] relates to the \_\_\_\_\_ (Contract)  
[insert type of contract, e.g., offer to purchase, contract of sale, lease, option, listing contract, buyer agency agreement, etc.] Offer to Purchase dated \_\_\_\_\_, \_\_\_\_\_ and accepted  
\_\_\_\_\_, \_\_\_\_\_ (if applicable) for the ~~purchase and sale of real estate~~Property located at \_\_\_\_\_.

◆ **Disposition Lines:**

Similar to the issues on the Amendment, lines 37-38 and 41-42 might benefit with some clarification.

This Notice was delivered to \_\_\_\_\_ (identify Party or recipient of delivery, e.g., Seller, Buyer, Landlord, Tenant, Broker, etc.) by \_\_\_\_\_

Licensee and Firm ▲ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.[STRIKE ONE]  
Date ▲

using the following method of delivery:  U.S. Mail  commercial delivery  e-mail  fax

personal delivery  other: \_\_\_\_\_ [CHECK AND COMPLETE AS APPLICABLE]

This Notice was presented to \_\_\_\_\_ (identify Party, e.g., Seller, Buyer, Landlord, Tenant, Broker, etc.) by \_\_\_\_\_ on \_\_\_\_\_  
Licensee and Firm ▲ Date ▲

◆ **Actual Receipt?**

Should there be an area where a party could sign or initial to conform that the party has actually received a notice? This would not be something that could not be accomplished in every situation but could be done is the party was being handed a copy of the notice and was asked to sign to demonstrate the date and time of actual receipt.

This Notice was Actually Received (within the physical possession) of \_\_\_\_\_ (identify Party, e.g., Seller, Buyer, Landlord, Tenant, Broker, etc.) -on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.[STRIKE ONE]. Date ▲

\_\_\_\_\_  
Party Initials ▲

◆ **Protected Buyers/Properties?**

Another possible modification would be to create a check box within the blank lines section on lines 4-29 and create language for giving notice of protected buyer under a listing contract or protected properties under a buyer agency agreement. These modifications would be relevant only if the scope of the WB-41 is expanded beyond just offers. One possible adverse consequence of including this on the WB-41 is that licensees may come to believe that lists of protected buyers cannot be delivered in other formats and by different means which could lead to fatal delays when they are trying at the 11<sup>th</sup> hour to send the seller the protected buyer list. See line 31 of the attached draft of the WB-41 for one way to state this.

- The following are Protected Buyers under the terms of the Contract: \_\_\_\_\_
- The following properties are subject to the Extension of Agreement Provisions (property protection) under the terms of the Contract: \_\_\_\_\_

◆ **Loan Commitment Delivery Authorization**

See lines 29-30 for possible loan commitment delivery language. What do you think?

**WB-45 Cancellation Agreement & Mutual Release**

◆ **Introductory Language/Identification of Contract:**

On line 2, should this say “offer to purchase” rather than “contract of sale?” Also see the other language/formatting suggestions below:

The undersigned Parties agree that the \_\_\_\_\_ (Contract) [insert type of contract, e.g., offer to purchase, contract of sale, lease, option, listing contract, buyer agency agreement, etc.] \_\_\_\_\_ (Agreement) [INSERT TYPE OF AGREEMENT e.g. CONTRACT OF SALE, LEASE, OPTION, etc.] dated \_\_\_\_\_, for the property located at \_\_\_\_\_, in the \_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_, be canceled and the Parties hereby release all of their right, title, and interest in and to the ~~Agreement~~Contract, and any and all claims arising out of the transaction.

If this change was adopted “Agreement” would be changed to “Contract” throughout.

◆ **Earnest Money Disbursement Liability Release Language (Lines 6-11)**

On lines 6-11 there has been confusion due mostly to the spacing within the WB-45 layout: line 11 is interpreted to relate only to lines 9-10 instead of inclusively to lines 6-10. One possible way to fix this is to repeat line 11 line directly following line 8. It may also be remedied with different spacing, formatting and/or punctuation. See the proposal within the sample draft of the WB-45.

◆ **Withdrawal Note**

Another proposal would be to add a Note similar to the one in the WB-44 Counter-Offer reminding the parties that the CAMR may be withdrawn prior to acceptance and delivery back to the party proposing the CAMR. Something to the effect of:

NOTE: the Party proposing this Cancellation Agreement and Mutual Release may withdraw this Cancellation Agreement and Mutual Release prior to signature and delivery as provided on lines 12-16.

See lines 21-22 of the draft WB-45.

◆ **Drafting Line**

Another possibility would be to include a drafted by line at the end of the WB-45:

This CAMR was drafted for \_\_\_\_\_ (identify Party, e.g., Seller, Buyer, Landlord, Tenant, Broker, etc.) by \_\_\_\_\_ on \_\_\_\_\_  
Licensee and Firm ▲ Date ▲

This idea was not favored by the WRA Forms Committee. Another possibility may be delivery lines akin to those on lines 34-38 of the WB-40 draft. Some Committee members favored this because it is similar to an amendment in that it has a delivery deadline and needs to be presented and delivered, but the WRA group as a whole was not warm to that idea. What do you think?

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**THIS WAS AS FAR AS THE WRA FORMS COMMITTEE WENT ON FEBRUARY 19, 2015**

**WB-44 Counter-Offer**

◆ **Attachment Line:** Should there be added at line 29 something like the following?

The attached \_\_\_\_\_ is/are made part of this Counter-Offer.

◆ **Disposition and Delivery Lines (Lines 37-38 & 45-46):**

This Counter-Offer was drafted for (Buyer)(Seller) [STRIKE ONE] by \_\_\_\_\_  
Licensee and Firm ▲ on \_\_\_\_\_ Date ▲

This Counter-Offer was presented to (Buyer)(Seller) [STRIKE ONE] by \_\_\_\_\_  
Licensee and Firm ▲ on \_\_\_\_\_ Date ▲

This accepted Counter-Offer was delivered to the Party Making the Counter-Offer by \_\_\_\_\_  
Licensee and Firm ▲ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.[STRIKE ONE]  
Licensee and Firm ▲ Date ▲

using the following method of delivery:  U.S. Mail  commercial delivery  e-mail  fax  
 personal delivery  other: \_\_\_\_\_ [CHECK AND COMPLETE  
AS APPLICABLE]

Is this a good idea?

Any other changes for the WB-44?

Going forward the WRA Forms Committee will consider modifying the WB-42 Amendment to Listing contract so that it may be used to amend the WB-37 Residential Listing contract – Exclusive Right to Rent and commercial lease listings. Any other of the one-page forms that should be looked at?

FormRevisionsDSPS3-19-15