



**TELECONFERENCE/VIRTUAL
REAL ESTATE EXAMINING BOARD
Virtual, 4822 Madison Yards Way, Madison
Contact: Christian Albouras (608) 266-2112
June 18, 2020**

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 of the Board.

AGENDA

10:00 A.M.

OPEN SESSION – CALL TO ORDER – ROLL CALL

A. Adoption of Agenda (1-4)

B. Approval of Minutes of February 20, 2020 (5-12)

C. Introductions, Announcements and Recognition

- 1) Recognition of Jerry Lyons, Real Estate Broker Member
- 2) Cathy Lacy, Real Estate Broker Member (Replaces: Lyons) – 7/1/2021

D. Administrative Matters – Discussion and Consideration

- 1) Department, Staff and Board Updates
- 2) Appointment of Liaisons and Alternates, Delegation of Authorities **(13)**
- 3) Board Members – Term Expiration Dates

E. Legislative and Policy Matters – Discussion and Consideration

F. Administrative Rules Matters – Discussion and Consideration (14)

- 1) Adopt CR 19-128 Relating to Obsolete References **(15-17)**
- 2) Scope Amending REEB 12 Service Member, Former Service Member and Service Member Spouse Reciprocal License (2019 Act 143) **(18-19)**
- 3) Scope Amending REEB 12 Relating to Provisions Identified in the Board’s Report Pursuant to s. 227.29 **(20-21)**
- 4) REEB 24 Relating to Conduct and Ethical Practices **(22-26)**
- 5) Pending or Possible Rulemaking Projects

G. Real Estate Contractual Forms Advisory Council Update – Discussion and Consideration

- 1) WB-11 – Residential Offer to Purchase **(27-36)**
- 2) WB-14 – Residential Condominium Offer to Purchase **(37-49)**

H. Real Estate Curriculum and Examination Council Update – Discussion and Consideration

- 1) Process for Receiving Updates

I. COVID-19 – Discussion and Consideration

- 1) Testing

J. Newsletter Process and Planning – Discussion and Consideration

K. Discussion and Consideration of Items Added After Preparation of Agenda:

- 1) Introductions, Announcements and Recognition
- 2) Administrative Matters
- 3) Election of Officers
- 4) Appointment of Liaisons and Alternates
- 5) Delegation of Authorities
- 6) Education and Examination Matters
- 7) Credentialing Matters
- 8) Practice Matters
- 9) Legislative and Policy Matters
- 10) Administrative Rule Matters
- 11) Liaison Reports
- 12) Board Liaison Training and Appointment of Mentors
- 13) Informational Items
- 14) Division of Legal Services and Compliance (DLSC) Matters
- 15) Presentations of Petitions for Summary Suspension
- 16) Petitions for Designation of Hearing Examiner
- 17) Presentation of Stipulations, Final Decisions and Orders
- 18) Presentation of Proposed Final Decisions and Orders
- 19) Presentation of Interim Orders
- 20) Petitions for Re-Hearing
- 21) Petitions for Assessments
- 22) Petitions to Vacate Orders
- 23) Requests for Disciplinary Proceeding Presentations
- 24) Motions
- 25) Petitions
- 26) Appearances from Requests Received or Renewed
- 27) Speaking Engagements, Travel, or Public Relation Requests, and Reports

L. Public Comments

CONVENE TO CLOSED SESSION to deliberate on cases following hearing (s. 19.85(1)(a), Stats.); to consider licensure or certification of individuals (s. 19.85(1)(b), Stats.); to consider closing disciplinary investigations with administrative warnings (ss. 19.85(1)(b), and 440.205, Stats.); to consider individual histories or disciplinary data (s. 19.85(1)(f), Stats.); and to confer with legal counsel (s. 19.85(1)(g), Stats.).

M. Deliberation on Department of Legal Services and Compliance (DLSC) Matters

1) Stipulations, Final Decisions and Orders

- a. 17 REB 115 – William J. Kratzke **(50-56)**
- b. 18 REB 060 – SueAnne E. Hartfiel, United Realty Fox Valley LLC **(57-62)**
- c. 18 REB 100 – Robin L. Stich **(63-68)**

- d. 18 REB 125 – Rhonda Ellenberger **(69-74)**
- e. 19 REB 105 – Jeremy C. Arrington **(75-80)**
- 2) Administrative Warnings**
 - a. 18 REB 075 – E.R. **(81-82)**
 - b. 18 REB 075 – L.M.F.G. **(83-84)**
 - c. 18 REB 075 – M.A.L. **(85-86)**
 - d. 18 REB 124 – S.D.D. **(87-88)**
 - e. 18 REB 140 – A.L.W. **(89-90)**
- 3) Case Closings**
 - a. 17 REB 101 – C.J.M. **(91-94)**
 - b. 18 REB 100 – D.M.S., T.R.E.I. **(95-99)**
 - c. 18 REB 124 – B.R.V., A.R. **(100-104)**
 - d. 18 REB 125 – J.A.D., A.R.L. **(105-109)**
 - e. 18 REB 137 – J.D.S. **(110-113)**
 - f. 18 REB 140 – B.R.V., A.R. **(114-118)**
 - g. 19 REB 023 – S.D.S., S.B. **(119-122)**
- 4) Monitoring Matters (123-124)**
 - a. Paul Rapala – Requesting Full Licensure **(125-142)**
 - b. Paula Wenger – Requesting Full Licensure **(143-161)**

N. Deliberation on Proposed Final Decision and Orders

- 1) Joseph L. Hazelwood, Respondent (DHA Case Number SPS-19-0062/DLSC Case Numbers 17 REB 101 and 18 REB 006) **(162-171)**
- 2) Jennifer A. Holliday, Respondent (DHA Case Number SPS-19-0045/DLSC Case Number 17 REB 124) **(172-183)**

O. Deliberation of Items Added After Preparation of the Agenda

- 1) Education and Examination Matters
- 2) Credentialing Matters
- 3) DLSC Matters
- 4) Monitoring Matters
- 5) Professional Assistance Procedure (PAP) Matters
- 6) Petitions for Summary Suspensions
- 7) Petitions for Designation of Hearing Examiner
- 8) Proposed Stipulations, Final Decisions and Order
- 9) Proposed Interim Orders
- 10) Administrative Warnings
- 11) Review of Administrative Warnings
- 12) Proposed Final Decisions and Orders
- 13) Matters Relating to Costs/Orders Fixing Costs
- 14) Case Closings
- 15) Board Liaison Training
- 16) Petitions for Assessments and Evaluations
- 17) Petitions to Vacate Orders

- 18) Remedial Education Cases
- 19) Motions
- 20) Petitions for Re-Hearing
- 21) Appearances from Requests Received or Renewed

P. Consulting with Legal Counsel

RECONVENE TO OPEN SESSION IMMEDIATELY FOLLOWING CLOSED SESSION

Q. Vote on Items Considered or Deliberated Upon in Closed Session, if Voting is Appropriate

R. Open Session Items Noticed Above Not Completed in the Initial Open Session

ADJOURNMENT

NEXT MEETING: AUGUST 20, 2020

MEETINGS AND HEARINGS ARE OPEN TO THE PUBLIC, AND MAY BE CANCELLED WITHOUT NOTICE.

Times listed for meeting items are approximate and depend on the length of discussion and voting. All meetings are held at 4822 Madison Yards Way, Madison, Wisconsin, unless otherwise noted. In order to confirm a meeting or to request a complete copy of the board's agenda, please call the listed contact person. The board may also consider materials or items filed after the transmission of this notice. Times listed for the commencement of disciplinary hearings may be changed by the examiner for the convenience of the parties. Interpreters for the hearing impaired provided upon request by contacting the Affirmative Action Officer, 608-266-2112 or the Meeting Staff at 608-266-5439.

**REAL ESTATE EXAMINING BOARD
MEETING MINUTES
FEBRUARY 20, 2020**

PRESENT: Robert Larson, Elizabeth Lauer, Dennis Pierce, Thomas Richie, Robert Webster

EXCUSED: Jerry Lyons

STAFF: Christian Albouras, Executive Director; Jameson Whitney, Board Legal Counsel; Sharon Henes, Administrative Rules Coordinator; Megan Glaeser, Bureau Assistant; and Other Department Staff

CALL TO ORDER

Thomas Richie, Chairperson, called the meeting to order at 10:03 a.m. A quorum was confirmed with five (5) members present.

ADOPTION OF AGENDA

Amendments to the Agenda:

- Closed Session: Under item “K. Credentialing Matters, 1. Application Review” **ADD:** Edward Konz – Limited License Renewal
- Closed Session: Under item “L. Deliberation on Department of Legal Services and Compliance (DLSC) Matters. 2: Administrative Warnings” **ADD:** 17 REB 120 – C.D.C.

MOTION: Robert Webster moved, seconded by Dennis Pierce, to adopt the Agenda as amended. Motion carried unanimously.

APPROVAL OF THE MINUTES OF OCTOBER 24, 2019

MOTION: Robert Webster moved, seconded by Robert Larson, to approve the Minutes of October 24, 2019 as published. Motion carried unanimously.

ADMINISTRATIVE MATTERS

Department, Staff, and Board Updates

MOTION: Robert Webster moved, seconded by Thomas Richie, to thank Richard Marino for his years of service to the Real Estate Examining Board, the Real Estate Contractual Forms Council, and the State of Wisconsin, and to offer sincere condolences to his family. His smiling face at the table will be dearly missed. Motion carried unanimously.

Election of Officers

Chairperson

NOMINATION: Dennis Pierce nominated Thomas Richie for the Office of Chairperson.

Christian Albouras, Executive Director, called for nominations three (3) times.

Thomas Richie was elected as Chairperson by unanimous voice vote.

Vice Chairperson

NOMINATION: Dennis Pierce nominated Robert Webster for the Office of Vice Chairperson.

Christian Albouras, Executive Director, called for nominations three (3) times.

Robert Webster was elected as Vice Chairperson by unanimous voice vote.

Secretary

NOMINATION: Robert Webster nominated Dennis Pierce for the Office of Secretary.

Christian Albouras, Executive Director, called for nominations three (3) times.

Dennis Pierce was elected as Secretary by unanimous voice vote.

2020 ELECTION RESULTS	
Chairperson	Thomas Richie
Vice Chairperson	Robert Webster
Secretary	Dennis Pierce

Appointment of Liaisons and Alternates

2020 LIAISON APPOINTMENTS	
Credentialing Liaison	Thomas Richie <i>Alternate:</i> Elizabeth Lauer
Office of Education and Examinations Liaison	Robert Larson <i>Alternate:</i> Robert Webster
Monitoring Liaison	Robert Larson <i>Alternate:</i> Elizabeth Lauer
Professional Assistance Procedure (PAP) Liaison	Robert Webster <i>Alternate:</i> Dennis Pierce
Legislative Liaison	Robert Webster
Travel Liaison	Thomas Richie <i>Alternate:</i> Elizabeth Lauer
2020 COMMITTEE MEMBER APPOINTMENTS	
Real Estate Rules Committee	Thomas Richie, Robert Webster
Real Estate Contractual Forms Advisory Committee Chairperson	Robert Larson

Council on Real Estate Curriculum and Examination Chairperson	Elizabeth Lauer
2020 SCREENING PANEL	
Screening Panel Team 1	Dennis Pierce and Robert Webster
Screening Panel Team 2	Thomas Richie and Elizabeth Lauer
Screening Panel Team 3	Dennis Pierce, Robert Larson and Jerry Lyons

Delegation Motions

Screening Authority

MOTION: Robert Webster moved, seconded by Robert Larson, to delegate to the screening attorney the authority to close cases that do not clearly present a provable violation and cases that do not merit review by the full panel to the screening attorney. Cases that the screening attorney has the authority to close include cases where there is a lack of jurisdiction, where the Board has already taken action on the matter (duplicate case, Board has taken action in regard to the credential holder that addressed the conduct and further action is unnecessary), cases where there is no legal violation of the statutes/regulations, or cases where there is not enough evidence to prove a violation and additional investigation will not yield a different result. The screening attorney is also delegated the authority to immediately open any case where they believe there is an immediate risk of harm, the materials on their face warrant discipline (such as failure to respond), or cases that have a provable violation. Motion carried unanimously.

Document Signature Delegations

MOTION: Robert Webster moved, seconded by Dennis Pierce, to delegate authority to the Chairperson (or in absence of the Chairperson, the highest-ranking officer or longest serving board member in that succession) to sign documents on behalf of the Board in order to carry out its duties. Motion carried unanimously.

MOTION: Robert Webster moved, seconded by Dennis Pierce, in order to carry out duties of the Board, the Chairperson (or in absence of the Chairperson, the highest-ranking officer or longest serving board member in that succession) has the ability to delegate signature authority for purposes of facilitating the completion of assignments during or between meetings. The members of the Board hereby delegate to the Executive Director or DPD Division Administrator, the authority to sign on behalf of a board member as necessary. Motion carried unanimously.

Delegated Authority for Urgent Matters

MOTION: Robert Webster moved, seconded by Robert Larson, that in order to facilitate the completion of urgent matters between meetings, the Board delegates its authority to the Chairperson (or, in the absence of the Chairperson, the highest-ranking

officer or longest serving board member in that succession), to appoint liaisons to the Department to act in urgent matters. Motion carried unanimously.

Delegation to Chief Legal Counsel Due to of Loss of Quorum

MOTION: Robert Webster moved, seconded by Dennis Pierce, to delegate the review of disciplinary cases to the Department’s Chief Legal Counsel due to lack of/loss of quorum. Motion carried unanimously.

Monitoring Delegations

MOTION: Robert Webster moved, seconded by Dennis Pierce, to adopt the “Roles and Authorities Delegated to the Monitoring Liaison and Department Monitor” as presented in the February 20, 2020 agenda materials. Motion carried unanimously.

Credentialing Authority Delegations

MOTION: Robert Larson moved, seconded by Robert Webster, to delegate authority to the Credentialing Liaison to review and make the final decision regarding predetermination conviction review requests. Motion carried unanimously.

MOTION: Dennis Pierce moved, seconded by Elizabeth Lauer, to delegate authority to the DSPS attorneys and paralegals to review and approve applications with up to two OWIs, each 5 or more years old, that are not substantially related to the practice of real estate. Motion carried unanimously.

MOTION: Robert Larson moved, seconded by Dennis Pierce, to delegate authority to the DSPS attorneys and paralegals to review and approve applications with ordinance violations, which are not substantially related to the practice of real estate, including but not limited to:

1. Littering
2. Loitering
3. Up to two (2) Underage Drinking offenses
4. Resisting/Obstructing an Officer
5. Public Urination
6. Disorderly Conduct
7. Trespassing
8. Disturbing the Peace
9. Operating after Suspension/Revocation
10. OWI 1st (over 2 years prior to the date of application; ordinance violation in WI or misdemeanor in other states)

Motion carried unanimously.

Delegation of Authority to Credentialing Liaison

MOTION: Robert Larson moved, seconded by Elizabeth Lauer, to delegate authority to the Credentialing Liaison(s) to serve as a liaison between DSPS and the Board and to

act on behalf of the Board in regard to credentialing applications or questions presented to them. Motion carried unanimously.

Delegation of Authority to DSPS When Credentialing Criteria is Met

MOTION: Robert Webster moved, seconded by Dennis Pierce, to delegate credentialing authority to DSPS to act upon applications that meet all credentialing statutory and regulatory requirements without Board or Board liaison review. Motion carried unanimously.

Delegated Authority for Application Denial Reviews

MOTION: Robert Webster moved, seconded by Dennis Pierce, that the Department's Attorney Supervisors, DLSC Administrator, or their designee are authorized to serve as the Board's designee for purposes of reviewing and acting on requests for hearing as a result of a denial of a credential. Motion carried unanimously.

Voluntary Surrenders

MOTION: Robert Webster moved, seconded by Elizabeth Lauer, to delegate authority to the assigned case advisor to accept or refuse a request for voluntary surrender pursuant to Wis. Stat. § 440.19 for a credential holder who has a pending complaint or disciplinary matter. Motion carried unanimously.

Education, Continuing Education and/or Examination Delegation(s)

MOTION: Dennis Pierce moved, seconded by Robert Webster, to delegate authority to the Education, Continuing Education and/or Examination Liaison(s) to address all issues related to education, continuing education, and examinations. Motion carried unanimously.

Authorization for DSPS to Provide Board Member Contact Information to National Regulatory Related Bodies

MOTION: Robert Larson moved, seconded by Thomas Richie, to authorize DSPS staff to provide national regulatory related bodies with all Board member contact information that DSPS retains on file. Motion carried unanimously.

Optional Renewal Notice Insert Delegation

MOTION: Dennis Pierce moved, seconded by Elizabeth Lauer to designate the Chairperson (or, in the absence of the Chairperson, the highest-ranking officer or longest serving board member in that succession) to provide a brief statement or link relating to board-related business within the license renewal notice at the Board's or Board designee's request. Motion carried unanimously.

Rules Committee Delegation

MOTION: Robert Webster moved, seconded by Robert Larson, to grant the Rules Committee the ability to address all rulemaking as related to drafting and making recommendations to the full Board. Motion carried unanimously.

Legislative Liaison Delegation

MOTION: Elizabeth Lauer moved, seconded by Robert Webster, to delegate authority to the Legislative Liaisons to speak on behalf of the Board regarding legislative matters. Motion carried unanimously.

Travel Delegation

MOTION: Elizabeth Lauer moved, seconded by Thomas Richie, to delegate authority to the Travel Liaison to approve any board member travel. Motion carried unanimously.

CLOSED SESSION

MOTION: Dennis Pierce moved, seconded by Robert Larson, to convene to closed session to deliberate on cases following hearing (s. 19.85(1)(a), Stats.); to consider licensure or certification of individuals (s. 19.85(1)(b), Stats.); to consider closing disciplinary investigations with administrative warnings (ss. 19.85(1)(b), and 440.205, Stats.); to consider individual histories or disciplinary data (s. 19.85(1)(f), Stats.); and to confer with legal counsel (s. 19.85(1)(g), Stats.). Thomas Richie, Chairperson, read the language of the motion. The vote of each member was ascertained by voice vote. Roll Call Vote: Robert Larson-yes; Elizabeth Lauer-yes; Dennis Pierce-yes; Thomas Richie-yes; and Robert Webster-yes. Motion carried unanimously.

The Board convened into Closed Session at 12:23 a.m.

CREDENTIALING MATTERS

Application Review

Joshua Slaton – Real Estate Salesperson Renewal Applicant

MOTION: Robert Webster moved, seconded by Dennis Pierce, to refer the Real Estate Salesperson Renewal application of Joshua Slaton, back to Credentialing Liaison, Board Counsel and Department Staff for denial of an Unrestricted License, and offer of a Limited License as appropriate. Reason for Denial: Convictions substantially related to the practice of Real Estate. Motion carried unanimously.

Michael Lockhart – Real Estate Salesperson Applicant

MOTION: Robert Webster moved, seconded by Elizabeth Lauer, to affirm the limited license offer made in the matter of the Real Estate Salesperson application of Michael Lockhart, and to deny the application if he does not accept within 45 days of the

offer letter. Reason for Denial: Conviction substantially related to the practice of Real Estate. Motion carried unanimously.

Edward Konz – Limited License Renewal

MOTION: Dennis Pierce moved, seconded by Robert Larson, to approve the application of Edward Konz for the renewal of a full and unrestricted license, once all requirements are met. Motion carried unanimously.

DIVISION OF LEGAL SERVICES AND COMPLIANCE (DLSC) MATTERS

Stipulations, Final Decisions and Orders

MOTION: Dennis Pierce moved, seconded by Robert Larson, to adopt the Findings of Fact, Conclusions of Law and Order in the matter of disciplinary proceedings of the following cases:

1. 17 REB 098 – Brandon M. Mortenson
2. 18 REB 039 – Brittany N. Rowell
3. 18 REB 126 – Pamela J. Flatley
4. 19 REB 067 – Wendy A. Lund
5. 19 REB 101 – James L. Dupuis

Motion carried unanimously.

Administrative Warnings

MOTION: Robert Larson moved, seconded by Thomas Richie, to issue an Administrative Warning in the matter of the following cases:

1. 17 REB 091 – T.M.R.
2. 17 REB 098 – A.L.H., W.P.R.G.
3. 17 REB 120 – C.D.C.
4. 18 REB 093 – M.G.M.
5. 19 REB 058 – M.J.M.

Motion carried unanimously.

Case Closings

MOTION: Robert Webster moved, seconded by Dennis Pierce, to close the following DLSC Cases for the reasons outlined below:

1. 17 REB 091 – S.S., D.S., R.I. – No Violation
2. 17 REB 094 – P.P. – Prosecutorial Discretion (P2)
3. 18 REB 002 – B.E., L.M., G.M.L.B.I. – No Violation
4. 18 REB 020 – J.T., A.M. – Insufficient Evidence
5. 18 REB 070 – J.H., D.S., R.I. – Prosecutorial Discretion (P1)
6. 18 REB 073 – K.L.K., R.D.F., C.B.R.E.G. – No Violation
7. 18 REB 096 – J.E.S.T., D.R.O., T.R.E.G. – Prosecutorial Discretion (P3)
8. 19 REB 010 – T.L.B. – Prosecutorial Discretion (P1)

Motion carried unanimously.

Monitoring Matters

Stephen Betts – Compliance Review

MOTION: Thomas Richie moved, seconded by Elizabeth Lauer, to refer the compliance review of the license of Stephen Betts back to the Monitoring Liaison for further action as appropriate. Motion carried unanimously.

LaKeyca Howard – Review Requested Information

MOTION: Thomas Richie moved, seconded by Elizabeth Lauer, to grant the request of LaKeyca Howard for Full Licensure. Motion carried unanimously.

Lucas Mertz – Requesting Full Licensure

MOTION: Thomas Richie moved, seconded by Robert Larson, to grant the request of Lucas Mertz for full licensure. Motion carried unanimously.

RECONVENE TO OPEN SESSION

MOTION: Dennis Pierce moved, seconded by Robert Webster, to reconvene into Open Session. Motion carried unanimously.

The Board reconvened into Open Session at 2:23p.m.

**VOTE ON ITEMS CONSIDERED OR DELIBERATED UPON IN CLOSED SESSION,
IF VOTING IS APPROPRIATE**

MOTION: Elizabeth Lauer moved, seconded by Robert Larson, to affirm all motions made and votes taken in Closed Session. Motion carried unanimously.

(Be advised that any recusals or abstentions reflected in the closed session motions stand for the purposes of the affirmation vote.)

ADJOURNMENT

MOTION: Robert Webster moved, seconded by Dennis Pierce, to adjourn the meeting. Motion carried unanimously.

The meeting adjourned at 2:26 p.m.

**State of Wisconsin
Department of Safety & Professional Services**

AGENDA REQUEST FORM

1) Name and Title of Person Submitting the Request: Colin Kohrs, paralegal, on behalf of Sarah Norberg		2) Date When Request Submitted: 05/08/20 <small>Items will be considered late if submitted after 12:00 p.m. on the deadline date which is 8 business days before the meeting</small>	
3) Name of Board, Committee, Council, Sections: Real Estate Examining Board			
4) Meeting Date: 06/18/20	5) Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	6) How should the item be titled on the agenda page? Credentialing – Consideration For Delegated Authority Motion	
7) Place Item in: <input type="checkbox"/> Open Session <input checked="" type="checkbox"/> Closed Session	8) Is an appearance before the Board being scheduled? <input type="checkbox"/> Yes (Fill out Board Appearance Request) <input checked="" type="checkbox"/> No	9) Name of Case Advisor(s), if required:	
10) Describe the issue and action that should be addressed: <p>It is requested that the Board consider a motion to delegate authority to the DSPS attorneys and paralegals to review and approve Real Estate Business Entity applications in which the identified licensed Broker Business Representatives have previously been approved for a full Real Estate Broker credential or renewal after criminal background check, and there has been no criminal activity since the previous license/renewal approval.</p>			
11) Authorization			
 Signature of person making this request		05/08/20 Date	
Supervisor (if required)		Date	
Executive Director signature (indicates approval to add post agenda deadline item to agenda) Date			
Directions for including supporting documents: 1. This form should be attached to any documents submitted to the agenda. 2. Post Agenda Deadline items must be authorized by a Supervisor and the Policy Development Executive Director. 3. If necessary, provide original documents needing Board Chairperson signature to the Bureau Assistant prior to the start of a meeting.			

**State of Wisconsin
Department of Safety & Professional Services**

AGENDA REQUEST FORM

1) Name and Title of Person Submitting the Request: Sharon Henes Administrative Rules Coordinator		2) Date When Request Submitted: 8 June 2020 <small>Items will be considered late if submitted after 12:00 p.m. on the deadline date which is 8 business days before the meeting</small>	
3) Name of Board, Committee, Council, Sections: Real Estate Examining Board			
4) Meeting Date: 18 June 2020	5) Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	6) How should the item be titled on the agenda page? Administrative Rule Matters <ol style="list-style-type: none"> 1. Adopt CR 19-128 Relating to Obsolete References 2. Scope Amending REEB 12 Relating to Service Member, Former Service Member and Service Member Spouse Reciprocal License (2019 Act 143) 3. Scope Amending REEB 12 Relating to Provisions Identified in the Board's Report pursuant to s. 227.29. 4. REEB 24 Relating to Conduct and Ethical Practice 5. Updates on Pending or Possible Rulemaking Projects 	
7) Place Item in: <input checked="" type="checkbox"/> Open Session <input type="checkbox"/> Closed Session	8) Is an appearance before the Board being scheduled? <input type="checkbox"/> Yes <input type="checkbox"/> No	9) Name of Case Advisor(s), if required:	
10) Describe the issue and action that should be addressed:			
11) <i>Sharon Henes</i>		Authorization <i>8 June 2020</i>	
Signature of person making this request		Date	
Supervisor (if required)		Date	
Executive Director signature (indicates approval to add post agenda deadline item to agenda)		Date	
Directions for including supporting documents: <ol style="list-style-type: none"> 1. This form should be attached to any documents submitted to the agenda. 2. Post Agenda Deadline items must be authorized by a Supervisor and the Policy Development Executive Director. 3. If necessary, provide original documents needing Board Chairperson signature to the Bureau Assistant prior to the start of a meeting. 			

Plain language analysis:

The Real Estate Examining Board rules currently require pre-licensure education to include instruction relating to rental unit energy efficiency standards. This rule revision removes these references to rental unit energy efficiency standards which have been rendered obsolete by the repeal of ch. SPS 367.

Summary of, and comparison with, existing or proposed federal regulation:

The federal government does not regulate the pre-licensure educational requirements for members of the real estate profession.

Summary of public comments received on statement of scope and a description of how and to what extent those comments and feedback were taken into account in drafting the proposed rule:

The Real Estate Examining Board held a preliminary public hearing on the Statement of Scope on March 21, 2019. No one testified or submitted written comments.

Comparison with rules in adjacent states:

Illinois: Illinois does not require applicants for real estate licenses to be educated in rental unit energy efficiency standards.

Iowa: Iowa does not require applicants for real estate licenses to be educated in rental unit energy efficiency standards.

Michigan: Michigan does not require applicants for real estate licenses to be educated in rental unit energy efficiency standards.

Minnesota: Minnesota does not require applicants for licensure to be educated in rental unit energy efficiency standards.

Summary of factual data and analytical methodologies:

The Board reviewed REEB 25 in light of the repeal of SPS 367 and determined that the obsolete references to rental unit energy efficiency standards should be repealed.

Analysis and supporting documents used to determine effect on small business or in preparation of economic impact analysis:

This rule was posted for economic comments and none were received. The rule repeals obsolete references.

Fiscal Estimate and Economic Impact Analysis:

The fiscal estimate and economic impact analysis is attached.

Effect on small business:

These proposed rules do not have an economic impact on small businesses, as defined in s. 227.114 (1), Stats. The Department’s Regulatory Review Coordinator may be contacted by email at Daniel.Hereth@wisconsin.gov, or by calling (608) 267-2435.

Agency contact person:

Sharon Henes, Administrative Rule Coordinator, Department of Safety and Professional Services, Division of Policy Development, 4822 Madison Yards Way, P.O. Box 8366, Madison, Wisconsin 53708; email at DSPSAdminRules@wisconsin.gov.

TEXT OF RULE

SECTION 1. REEB 25.028 (2) (g) 5. is repealed.

SECTION 2. REEB 25.033 (18) (j) is repealed.

SECTION 3. REEB 25.038 (7) (e) is repealed.

SECTION 4. EFFECTIVE DATE. The rules adopted in this order shall take effect on the first day of the month following publication in the Wisconsin Administrative Register, pursuant to s. 227.22 (2) (intro.), Stats.

(END OF TEXT OF RULE)

Dated _____

Signature _____

Chair
Real Estate Examining Board

STATEMENT OF SCOPE

Real Estate Examining Board

Rule No.: REEB 12

Relating to: Reciprocal credentials for service members, former service members and their spouses

Rule Type: Permanent

1. Finding/nature of emergency (Emergency Rule only): N/A

2. Detailed description of the objective of the proposed rule:

The objective of the rule is to implement 2019 Act 143.

3. Description of the existing policies relevant to the rule, new policies proposed to be included in the rule, and an analysis of policy alternatives:

2019 Act 143 entitles service members, former service members who were discharged within the prior four years under conditions other than dishonorable, and spouses of service members or former service members to obtain a license in Wisconsin if the person resides in Wisconsin and holds a license in good standing granted by a different jurisdiction to practice real estate. The license can be renewed indefinitely.

This proposed rule will promulgate rules necessary to implement 2019 Act 143.

4. Detailed explanation of statutory authority for the rule (including the statutory citation and language):

Each Examining Board shall promulgate rules for its own guidance and for the guidance of the trade or profession to which it pertains, and define and enforce professional conduct and unethical practices not inconsistent with the law relating to the particular trade or profession. [s. 15.08(5)(b), Stats.]

The department or credentialing board, as appropriate, may promulgate rules necessary to implement this section. [s. 440.09 (5), Stats.]

5. Estimate of amount of time that state employees will spend developing the rule and of other resources necessary to develop the rule:

60 hours

6. List with description of all entities that may be affected by the proposed rule:

Service members, former service members and spouses of service members or former service members applying for a real estate license.

7. Summary and preliminary comparison with any existing or proposed federal regulation that is intended to address the activities to be regulated by the proposed rule:

There is no existing or proposed federal regulation that addresses real estate licensure requirements.

8. Anticipated economic impact of implementing the rule (note if the rule is likely to have a significant economic impact on small businesses):

None to minimal economic impact. It is not likely to have a significant economic impact on small businesses.

Contact Person: Sharon Henes, Administrative Rules Coordinator, (608) 261-2377

Authorized Signature

Date Submitted

STATEMENT OF SCOPE

REAL ESTATE EXAMINING BOARD

Rule No.: REEB 12

Relating to: Obsolete reference to apprenticeships

Rule Type: Permanent

1. Finding/nature of emergency (Emergency Rule only): N/A

2. Detailed description of the objective of the proposed rule:

The objective of the rule is to repeal or modify provisions of the rule identified in the Real Estate Examining Board's report to the Joint Committee for Review of Administrative Rules pursuant to s. 227.29, Stats.

3. Description of the existing policies relevant to the rule, new policies proposed to be included in the rule, and an analysis of policy alternatives:

The Real Estate Examining Board identified the following rules in the report filed with the Joint Committee for Review of Administrative Rules pursuant to s. 227.29, Stats.:

- Section REEB 12.011 relating to criminal conviction predeterminations. 2017 Act 278 repealed the Real Estate Examining Board's authority to promulgate rules establishing a procedure that allows an individual to apply to the Board for a determination of whether the individual would be disqualified from obtaining a license or certificate due to their criminal record.
- An obsolete reference in REEB 12.017 (3) (a) referring to apprenticeships. The Real Estate Examining Board no longer grants apprenticeship credentials.

4. Detailed explanation of statutory authority for the rule (including the statutory citation and language):

Each examining board: shall promulgate rules for its own guidance and for the guidance of the trade or profession to which it pertains and define and enforce professional conduct and unethical practices not inconsistent with the law relating to the particular trade or profession. [s. 15.08 (5) (b), Stats.]

5. Estimate of amount of time that state employees will spend developing the rule and of other resources necessary to develop the rule:

60 hours

6. List with description of all entities that may be affected by the proposed rule:

Real estate broker and salesperson applicants

7. Summary and preliminary comparison with any existing or proposed federal regulation that is intended to address the activities to be regulated by the proposed rule:

None

8. Anticipated economic impact of implementing the rule (note if the rule is likely to have a significant economic impact on small businesses):

None to minimal. It is not likely to have a significant economic impact on small business.

Contact Person: Sharon Henes, Administrative Rules Coordinator, (608) 261-2377

Authorized Signature

Date Submitted

Chapter REEB 24

CONDUCT AND ETHICAL PRACTICES FOR REAL ESTATE LICENSEES

REEB 24.01 Authority and intent.
 REEB 24.02 Definitions.
 REEB 24.03 Competent services.
 REEB 24.04 Advertising.
 REEB 24.05 Disclosure of compensation and interests.
 REEB 24.06 Unauthorized practice of law.
 REEB 24.07 Inspection and disclosure duties.
 REEB 24.075 Tie-in arrangements.
 REEB 24.08 Agreements to be in writing.

REEB 24.085 False portrayal of interest, prohibited.
 REEB 24.09 Securing agency agreements.
 REEB 24.10 Net listing prohibited.
 REEB 24.12 Confidentiality of offers.
 REEB 24.13 Drafting and submission of written proposals.
 REEB 24.15 Adequate funds required.
 REEB 24.16 Availability of rules.
 REEB 24.17 Miscellaneous requirements.

Note: Chapter REB 15 as it existed on February 29, 1980 was repealed and a new chapter REB 15 was created effective March 1, 1980. Renumbered from chapter REB 15, effective March 1, 1983. Chapter RL 24 was renumbered chapter REEB 24 under s. 13.92 (4) (b) 1., Stats., Register November 2011 No. 671.

REEB 24.01 Authority and intent. (1) The rules in this chapter are adopted pursuant to ss. 227.11, 452.01, 452.07, 452.133, 452.138, 452.139 and 452.14, Stats.

(2) The intent of the board in adopting the rules in this chapter is to establish minimum standards of conduct for real estate licensees and to define that conduct which may result in board discipline pursuant to s. 452.14, Stats.

(3) If a licensee violates rules in this chapter, the licensee has demonstrated incompetency to act as a broker or salesperson in such manner as to safeguard the interests of the public under s. 452.14 (3) (i), Stats. However, the term “incompetency” is not limited in its meaning to violations of this chapter.

(4) If a licensee violates the rules set forth in s. REEB 24.075, the licensee has engaged in improper, fraudulent or dishonest dealing as used in s. 452.14 (3) (k), Stats. However, the terms “improper, fraudulent or dishonest dealing” are not limited in their meaning to violations of s. REEB 24.075.

History: Cr. Register, February, 1980, No. 290, eff. 3-1-80; renum. (3) to be (5), (3) renum. from REB 15.02 (2) and cr. (4), Register, December, 1980, No. 300, eff. 1-1-81; renum. from REB 15.01 and am. (2) to (4), Register, February, 1983, No. 326, eff. 3-1-83; am. (1) and (3), r. (5) (intro.) and (d), renum. (5) (a) to (c) to be RL 24.025, RL 24.03 (2) (b) and (c), Register, January, 1987, No. 373, eff. 2-1-87; correction in (4) made under s. 13.93 (2m) (b) 4., Stats., Register, May, 1988, No. 389; am. Register, April, 1995, No. 472, eff. 5-1-95; correction in (2), (4) made under s. 13.92 (4) (b) 6., 7., Stats., Register November 2011 No. 671; EmR1620: emerg. am. (3), eff. 7-1-16; CR 16-042: am. (3) Register February 2017 No. 734, eff. 3-1-17.

REEB 24.02 Definitions. (1) “Adverse fact” means any of the following:

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

1. Significantly and adversely affecting the value of the property.
2. Significantly reducing the structural integrity of improvements to real estate.
3. Presenting a significant health risk to occupants of the property.

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

(3) “Brokerage service” means any service described under s. 452.01 (2), Stats., provided to a person by a firm and any licensees associated with the firm.

(4) “Builder” means any person engaged in the business of constructing homes without a buyer under contract or constructing homes under a contract with the buyer.

(5) “Buyer’s firm” means a firm who has an agency agreement with a buyer.

(7) “Commonly controlled corporation” means one of 2 or more corporations in which the same person or persons own stock in each of the corporations, possessing at least 80% of the total combined voting power of all classes of stock entitled to vote and at least 80% of the total number of shares of all other classes of stock of the corporations.

(10) “Effectively controlled” means having the power or authority to cause the transfer of an interest in real estate for oneself or another but does not include the authority conferred by a real estate listing contract.

(12) “Material adverse fact” means an adverse fact that a party indicates is of such significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect the party’s decision to enter into a contract or agreement concerning a transaction or affects or would affect the party’s decision about the terms of such a contract or agreement.

(13) “Party” means a person seeking to engage in a transaction.

(13m) “Principal firm” means a firm who engages a subagent to provide brokerage services in a transaction.

(14) “Qualified third party” means a federal, state or local governmental agency, or any person whom the broker, salesperson or a party to the real estate transaction reasonably believes has the expertise necessary to meet the industry standards of practice for the type of inspection or investigation that has been conducted by the third party in order to prepare the written report described in s. 452.23 (2) (b), Stats.

(15) “Secured lender” means an individual or organization originating a loan in a real estate or business opportunity transaction secured by real estate or by the assets of a business or a business opportunity.

(16) “Real estate practice” means engaging in conduct which requires a license under ch. 452, Stats.

(18) “Transaction” means the sale, exchange, purchase or rental of, or the granting or acceptance of an option to sell, exchange, purchase or rent, an interest in real estate, a business or a business opportunity.

(19) “Written proposal” means any written document provided by one party to another during the course of a transaction, including but not limited to notices, offers, counteroffers, options, exchanges, rental agreements, and amendments.

History: Cr. Register, February, 1980, No. 290, eff. 3-1-80; renum. (1) to be (5), renum. (2) to be REB 15.01 (3), cr. (1) to (4) and (6), Register, December, 1980, No. 300, eff. 1-1-81; renum. from REB 15.02, Register, February, 1983, No. 326, eff. 3-1-83; renum. (4) to (6) to be (7) to (9) under s. 13.93 (2m) (b) 1., Stats., Register, September, 1990, No. 417; renum. (1) to (3) to be (2), (4) and (6), cr. (1), (3) and (5), Register, September, 1990, No. 417, eff. 10-1-90; am. (1), Register, January, 1992, No. 433, eff. 2-1-92; am. (1), Register, July, 1993, No. 451, eff. 8-1-93; r. and recr. (1), renum. (2) to (4) to be (4), (5), (7), (6) and (7) to be (8) and (10), (8) to be (11) and am., (a) to be (17), r. (5), cr. (2), (3), (6), (9), (12) to (16), (18), Register, April, 1995, No. 472, eff. 5-1-95; am. (7), r. (11), Register, July, 1998, No. 511, eff. 8-1-98; correction in (3) made under s. 13.92 (4) (b) 7., Stats., Register November 2011 No. 671; CR 10-136: am. (2) to (5), r. (8), am. (13), cr. (13m), r. (17), cr. (19) Register

April 2012 No. 676, eff. 7-1-12; EmR1620: emerg. r. (2), am. (3), (5), (6), (9), (13m), eff. 7-1-16; CR 16-042: r. (2), am. (3), (5), renum. (6), (9) to REEB 11.02 (3m), (4m), am. (13m) February 2017 No. 734, eff. 3-1-17.

REEB 24.03 Competent services. (1) DISCRIMINATION PROHIBITED. Licensees may not discriminate against, nor deny equal services to, nor be a party to any plan or agreement to discriminate against any person in any manner unlawful under applicable federal, state or local fair housing law.

Note: The primary references for federal and state fair housing laws are the 1988 amendments to the Federal Housing Act (Title VII of the Civil Rights Act of 1968) and Chapter 106, Subchapter II, Stats.

(2) COMPETENCE REQUIRED. (a) Licensees shall not provide services which the licensee is not competent to provide unless the licensee engages the assistance of one who is competent. Any person engaged to provide such assistance shall be identified and that person's contribution shall be described.

(b) Licensees shall act to protect the public against fraud, misrepresentation and unethical practices.

(c) Licensees shall be knowledgeable regarding laws, public policies and current market conditions on real estate matters and assist, guide and advise the buying or selling public based upon these factors.

(d) Licensees are not required to have the technical knowledge, skills or training possessed by competent third party inspectors and investigators of real estate and related areas.

Note: Paragraph (d) recognizes that licensees are not required to have the knowledge, skills or training possessed by, for example, persons such as home inspectors, plumbers, electricians or land surveyors.

History: Cr. Register, February, 1980, No. 290, eff. 3-1-80; am. (1), Register, March, 1981, No. 303, eff. 4-1-81; renum. from REB 15.03, Register, February, 1983, No. 326, eff. 3-1-83; am. (1), renum. (2) to be (2) (a), (2) (b) and (c) renum. from RL 24.01 (5) (b) and (c) and am., Register, January, 1987, No. 373, eff. 2-1-87; am. (1), cr. (2) (d), Register, July, 1993, No. 451, eff. 8-1-93.

REEB 24.04 Advertising. (1) FALSE ADVERTISING. Licensees shall not advertise in a manner which is false, deceptive, or misleading.

(2) DISCLOSURE OF NAME. (a) Except for advertisements for the rental of real estate owned by the licensee, a licensee shall in all advertising disclose the firm name exactly as printed on the licensed individual broker or the licensed broker business entity's license or disclose a trade name previously filed with the department, as required by s. REEB 23.03, and in either case clearly indicate that the firm is a business concern and not a private party.

(b) Except for advertisements for the rental of real estate owned by the licensee, a licensee associated with a firm shall advertise under the supervision of and in the name of the firm.

(c) A licensee may advertise the occasional sale of real estate owned by the licensee or the solicitation of real estate for purchase by the licensee without complying with pars. (a) and (b), provided that the licensee clearly identifies himself, herself or itself as a real estate licensee in the advertisement.

(3) ADVERTISING WITHOUT AUTHORITY PROHIBITED. Licensees shall not advertise property without the consent of the owner.

(4) ADVERTISED PRICE. Licensees shall not advertise property at a price other than that agreed upon with the owner; however, the price may be stated as a range or in general terms if it reflects the agreed upon price.

History: Cr. Register, February, 1980, No. 290, eff. 3-1-80; am. (4), Register, March, 1981, No. 303, eff. 4-1-81; renum. from REB 15.04 and am. (2), Register, February, 1983, No. 326, eff. 3-1-83; renum. (2) to be (2) (a) and am., cr. (2) (b) and (c), Register, January, 1987, No. 373, eff. 2-1-87; am. (2) (c), Register, April, 1995, No. 472, eff. 5-1-95; correction in (2) (a) made under s. 13.92 (4) (b) 7., Stats., Register November 2011 No. 671; EmR1620: emerg. am. (2) (a), (b), (3), (4), eff. 7-1-16; CR 16-042: am. (2) (a), (b), (3), (4) Register February 2017 No. 734, eff. 3-1-17.

REEB 24.05 Disclosure of compensation and interests. (1) COMPENSATION. (a) A licensee acting as an agent in a real estate or business opportunity transaction may not accept any fee or compensation related to the transaction from any person, other than the licensee's client, principal firm, or firm the licensee is associated with without prior written consent from all parties to the transaction.

(b) A licensee acting as an agent in a real estate or business opportunity transaction may not recommend or suggest to a party to the transaction the services of another individual or entity from which the licensee may receive compensation for a referral or in which the licensee has an interest, unless the licensee, prior to or at the time of the referral, discloses to the party in writing the fact that he or she may receive compensation for the referral or that he or she has an interest in the individual or entity providing the services. This paragraph does not apply when the licensee makes a referral to another licensee for real estate services under s. 452.19, Stats.

(2) DISCLOSURE OF INTEREST. A licensee acting as an agent in a real estate or business opportunity transaction may not act in the transaction on the licensee's own behalf, on behalf of the licensee's firm, on behalf of any member of the licensee's immediate family or any combination of members of the licensee's immediate family, or on behalf of any other organization or business entity in which the licensee has an interest without the prior written consent of all parties to the transaction. For the purpose of this subsection, a licensee shall obtain the written consent in the offer to purchase, option, lease or other transaction contract.

(4) DISCLOSURE TO SELLER. A listing firm may not pay any compensation or incentive to a licensee who is acting as a buyer in a transaction without prior written consent from the seller.

(5) DISCLOSURE OF LICENSURE. (a) A licensee acting as a principal in a real estate or business opportunity transaction shall disclose his, her, or its license status and intent to act in the transaction as a principal at the earliest of all of the following:

1. The first contact with the other party or an agent representing the other party where information regarding the other party or the transaction is being exchanged.

2. A showing of the property.

3. Any other negotiation with the seller or the listing firm.

(b) The disclosure under this subsection shall be made in writing to the other party in a transaction or to an agent representing the other party.

History: Cr. Register, February, 1980, No. 290, eff. 3-1-80; renum. (3) and (4) to be (4) and (5), cr. (3), Register, December, 1980, No. 300, eff. 1-1-81; am. (5), Register, March, 1981, No. 303, eff. 4-1-81; renum. from REB 15.05, Register, February, 1983, No. 326, eff. 3-1-83; am. (1) and (5), Register, June, 1988, No. 390, eff. 7-1-88; r. and recr. Register, July, 1993, No. 451, eff. 8-1-93; am. (1), (2), (3), (5), Register, April, 1995, No. 472, eff. 5-1-95; renum. (5) to be (5) (a) (intro.), cr. (5) (a) 1. to 3., and (b), Register, January, 2001, No. 541, eff. 2-1-01; CR 10-136: am. (title), (1) (title), renum. (1) to be (1) (a) and am., am. (2), r. (3) (title), renum. (3) to be (1) (b) and am., r. and recr. (4), am. (5) (b) Register April 2012 No. 676, eff. 7-1-12; EmR1620: emerg. am. (1) (a), (2), (4), (5) (a) 3., eff. 7-1-16; CR 16-042: am. (1) (a), (2), (4), (5) (a) 3. Register February 2017 No. 734, eff. 3-1-17.

REEB 24.06 Unauthorized practice of law.

(1) UNAUTHORIZED PRACTICE OF LAW PROHIBITED. Licensees shall not engage in activities that constitute the unauthorized practice of law.

(2) LEGAL COUNSEL NOT TO BE DISCOURAGED. Licensees shall not discourage any person from retaining an attorney.

History: Cr. Register, February, 1980, No. 290, eff. 3-1-80; renum. from REB 15.06, Register, February, 1983, No. 326, eff. 3-1-83.

REEB 24.07 Inspection and disclosure duties.

(1) INSPECTION OF REAL ESTATE. (a) *General requirement.* A licensee, when engaging in real estate practice which involves real estate improved with a structure, shall conduct a reasonably competent and diligent inspection of accessible areas of the structure and immediately surrounding areas of the property to detect observable, material adverse facts. A licensee, when engaging in real estate practice which involves vacant land, shall, if the vacant land is accessible, conduct a reasonably competent and diligent inspection of the vacant land to detect observable material adverse facts.

(b) *Listing firm.* When listing real estate and prior to execution of the listing contract, a licensee shall inspect the real estate as required by sub. (1), and shall make inquiries of the seller on the condition of the structure, mechanical systems and other relevant

aspects of the property as applicable. The licensee shall request that the seller provide a written response to the licensee's inquiry.

(c) *Other licensees.* Licensees, other than listing firms, shall inspect the real estate as required by sub. (1) prior to or during the showing of the property, unless the licensee is not given access for a showing.

(d) *Specific conduct regarding inspections.* A reasonably competent and diligent inspection of real estate improved with a structure does not require the operation of mechanical equipment; the opening of panels, doors or covers for access to mechanical systems; or the moving of furniture, boxes or other property; nor does it require a licensee to observe areas of the property for which entry presents an unreasonable risk of injury or areas accessible only by ladder, by crawling or other equivalent means of access. A licensee is not required to retain third party inspectors or investigators to complete a reasonably competent and diligent inspection. A reasonably competent and diligent inspection of vacant land does not require an observation of the entire property, but shall include, if given access, an observation of the property from at least one point on or adjacent to the property.

(2) **DISCLOSURE OF MATERIAL ADVERSE FACTS.** A licensee may not exaggerate or misrepresent facts in the practice of real estate. A licensee, when engaging in real estate practice, shall disclose to each party, in writing and in a timely fashion, all material adverse facts that the licensee knows and that the party does not know or cannot discover through a reasonably vigilant observation, unless the disclosure of the material adverse fact is prohibited by law. This provision is not limited to the condition of the property, but includes other material adverse facts in the transaction.

Note: Certain "material adverse facts", as defined in s. REEB 24.02 (12), may not be disclosed by law. For example, unless specifically authorized by a seller, a licensee may not disclose to a potential buyer the actual minimum sales price the seller will accept. See s. 452.133 (1) (d), Stats.

(3) **DISCLOSURE OF INFORMATION SUGGESTING MATERIAL ADVERSE FACTS.** A licensee, when engaging in real estate practice, who becomes aware of information suggesting the possibility of material adverse facts to the transaction, shall be practicing competently if the licensee discloses to the parties the information suggesting the possibility of material adverse facts to the transaction in writing and in a timely fashion, recommends the parties obtain expert assistance to inspect or investigate for possible material adverse facts to the transaction, and, if directed by the parties, drafts appropriate inspection or investigation contingencies. This provision is not limited to the condition of the property, but includes other material adverse facts to the transaction, including but not limited to defects and conditions included within the report form under ss. 703.33 and 709.03, Stats. A licensee is not required to retain third party inspectors or investigators to perform investigations of information suggesting the possibility of a material adverse fact to the transaction.

(4) **DISCLOSURE OF SIDE AGREEMENTS.** A licensee, when engaging in real estate practice, who becomes aware of the fact that a party to the transaction has not disclosed that party's entire agreement regarding the transaction to that party's secured lender, shall disclose this fact, in writing and in a timely manner, to the party's secured lender.

(5) **RELIANCE UPON THIRD PARTY INSPECTIONS AND INVESTIGATIONS.** If a licensee or a party in a transaction engages the services of a qualified third party to conduct a property inspection or investigation of material facts, the licensee may rely on the results of the inspection or investigation providing the licensee obtains a written report of the inspection or investigation and delivers a copy of the report to all interested parties in a timely manner.

(6) **INCONSISTENCIES.** If a licensee's reasonably competent and diligent inspection reveals facts materially inconsistent with or materially contradictory to the seller's statements provided under sub. (1) (a), or the inspection or investigation report of a third party, the inconsistency shall be disclosed in writing and in a timely manner to the parties.

(7) **FALSE INFORMATION.** Licensees shall not knowingly give false information about another licensee or property listed with another licensee.

(8) **DISCLOSURE OF AGENCY.** (a) *General requirements.* 1. A firm may not negotiate on behalf of a party who is not the firm's client unless the firm provides to the party a copy of the disclosure to customers required under s. 452.135 (1), Stats. If the brokerage services are related to real estate primarily intended for use as a residential property containing one to 4 dwelling units, the firm shall request the party's signed acknowledgement that the party has received a copy of the written disclosure statement.

1g. A firm may not negotiate on behalf of a client unless the firm gives the client a copy of the disclosure required under s. 452.135 (2), Stats.

1r. If a client enters into an agency agreement with a firm to receive brokerage services related to real estate primarily intended for use as a residential property containing one to 4 dwelling units, and the disclosure to clients is not incorporated into the agency agreement, the firm shall request the client's signed acknowledgement that the client has received a copy of the written disclosure statement required in s. 452.135 (2), Stats.

2. Licensees acting as agents of potential buyers of real estate that is used or intended to be used principally for one to 4 family residential purposes, who are negotiating directly with the seller or who are aware that the owner of the real estate has granted a listing firm the exclusive right to sell, shall notify the seller or the listing firm, as applicable, of the licensee's buyer agency relationship at the earlier of all of the following:

a. The first contact with the seller or the listing firm where information regarding the seller or transaction is being exchanged.

b. A showing of the property.

c. Any other negotiation with the seller or the listing firm.

3. When the nature of a licensee's representation of a client or customer changes such that it makes the initial disclosure that was provided under s. 452.135, Stats., incomplete, misleading, or inaccurate, the licensee shall provide the customer or client with a new disclosure, as required in s. 452.135, Stats.

(b) *Agency agreements.* 1. Firms and the licensees associated with the firm shall explain to their clients the responsibilities of listing agents, buyer's agents, and subagents before entering into an agency agreement.

2. No firm or licensees associated with the firm may permit other firms to act as subagents in a transaction unless the firm's client has authorized the use of a subagent in the agency agreement.

(c) *Written proposals.* Licensees shall state, in the offer to purchase, the lease, the option to purchase, or the exchange agreement, whom the licensee represents as an agent in a transaction.

(d) *Subagency arrangements.* 1. A listing firm shall provide a disclosure statement to a customer as required in s. 452.135 (1), Stats., to the buyer if negotiations are being conducted directly with the buyer and not through a buyer's firm.

2. A buyer's firm shall provide a disclosure statement to a customer as required in s. 452.135 (1), Stats., to a seller if negotiations are being conducted directly with the seller and not through a seller's firm.

3. A subagent shall provide a disclosure statement to a customer as required in s. 452.135 (1), Stats., with whom he or she is working but not to the principal firm's client.

4. A principal firm is not required to provide a disclosure statement to a customer as required in s. 452.135 (1), Stats., to a customer of their subagents.

(e) *Agency agreements for lease and property management contracts.* 1. A licensee who is entering into agency agreements for lease or property management contracts shall provide to his or

her clients the disclosure statement as required in s. 452.135 (2), Stats.

2. A licensee shall provide to prospective tenants a disclosure statement as required in s. 452.135 (1), Stats., when negotiating the terms of a lease on behalf of the client.

History: Cr. Register, February, 1980, No. 290, eff. 3-1-80; emerg. r. (2), eff. 10-14-80; cr. (3), Register, December, 1980, No. 300, eff. 1-1-81; r. (2), Register, March, 1981, No. 303, eff. 4-1-81; renum. from REB 15.07, Register, February, 1983, No. 326, eff. 3-1-83; cr. (2), Register, January, 1987, No. 373, eff. 2-1-87; am. (1), r. and recr. (2), cr. (4), Register, June, 1988, No. 390, eff. 7-1-88; am. (1), cr. (1) (a) to (c) and (4) (d), r. and recr. (2), Register, September, 1990, No. 417, eff. 10-1-90; r. and recr. (1), renum. (2), (3), (4) to be (5), (6), (7), cr. (2), (3), (4), Register, July, 1993, No. 451, eff. 8-1-93; am. (1) (a), (d), (2), (3), (5), renum. (1) (a), (b) to be (1) (b), (c) and am., (6) to be (7), r. (1) (c), (7), r. and recr. (4), cr. (6), (8), Register, April, 1995, No. 472, eff. 5-1-95; am. (8) (a) 2. (intro.), a. and c., Register, January, 2001, No. 541, eff. 2-1-01; CR-136: r. and recr. (8) (a) 1., cr. (8) (a) 1g., Ir., am. (8) (a) 2. (intro.), 3., r. (8) (a) 4., am. (8) (b) (title), 1., 2., (c), r. and recr. (8) (d), (e) Register April 2012 No. 676, eff. 7-1-12; EmR1620: emerg. am. (1) (b) (title), (c), (3), (8) (a) 1. to 1r., 2. (intro.), a., c., (b), (d), (e), eff. 7-1-16; CR 16-042: am. (1) (b) (title), (c), (3), (8) (a) 1. to 1r., 2. (intro.), a., c., (b), (d), (e) Register February 2017 No. 734, eff. 3-1-17.

REEB 24.075 Tie-in arrangements. Licensees shall not:

(1) Condition the sale of real estate owned by the licensee or whose sale is effectively controlled by the licensee to a buyer upon the buyer's agreement to purchase another parcel or real estate.

(2) Condition the sale of real estate owned by the licensee or whose sale is effectively controlled by the licensee upon the buyer's agreement to list the real estate or other real estate owned by the buyer with the licensee.

Note: The following are 2 common examples of activities which would violate this subsection: (1) requiring a builder to list a speculation home with the licensee; and (2) requiring a buyer to list a present home with the licensee.

(3) Condition the sale of vacant real estate owned by the licensee or whose sale is effectively controlled by the licensee upon the buyer's agreement to employ one or more specific builders to make improvements on the real estate unless:

(a) The builder owns a bona fide interest in the real estate; and there is full disclosure as specified in s. REEB 24.05 (1) (b).

(b) The builder and the licensee or the builder and the owner of the real estate are the same person or are commonly controlled corporations and whose business is selling improved property and not vacant land; and there is full disclosure as in s. REEB 24.05 (1) (b).

(c) The agreement is a bona fide effort to maintain development quality or architectural uniformity and no consideration passes from contractor to licensee for soliciting this agreement.

History: Cr. Register, December, 1980, No. 300, eff. 1-1-81; renum. from REB 15.075 and am. (3) (a) and (b), Register, February, 1983, No. 326, eff. 3-1-83; correction in (3) (a), (b) made under s. 13.92 (4) (b) 7., Stats., Register November 2011 No. 671; correction in (3) (a), (b) made under s. 13.92 (4) (b) 7. Stats., Register April 2012 No. 676.

REEB 24.08 Agreements to be in writing. A licensee shall put in writing all listing contracts, guaranteed sales agreements, buyer agency agreements, offers to purchase, property management agreements, option contracts, financial obligations and any other commitments regarding transactions, expressing the exact agreement of the parties unless the writing is completed by the parties or their attorneys or the writing is outside the scope of the licensee's authority under ch. REEB 16.

History: Cr. Register, February, 1980, No. 290, eff. 3-1-80; renum. from REB 15.08, Register, February, 1983, No. 326, eff. 3-1-83; am. Register, January, 1987, No. 373, eff. 2-1-87; am. Register, June, 1988, No. 390, eff. 7-1-88; am. 24.08, Register, July, 1993, No. 451, eff. 8-1-93; correction made under s. 13.92 (4) (b) 7., Stats., Register November 2011 No. 671.

REEB 24.085 False portrayal of interest, prohibited. No licensee shall draft or use any document which the licensee knows falsely portrays an interest in real estate.

History: Cr. Register, December, 1980, No. 300, eff. 1-1-81; renum. from REB 15.085, Register, February, 1983, No. 326, eff. 3-1-83.

REEB 24.09 Securing agency agreements. Licensees may not mislead a potential client regarding the benefits which might be realized through the use of the licensee's services.

A licensee also may not mislead a potential client regarding the market value of real estate or a business opportunity to be leased, rented, purchased, optioned, or sold under an agency agreement.

History: Cr. Register, February, 1980, No. 290, eff. 3-1-80; renum. from REB 15.09, Register, February, 1983, No. 326, eff. 3-1-83; r. and recr. Register, April, 1995, No. 472, eff. 5-1-95; CR 10-136: am. Register April 2012 No. 676, eff. 7-1-12.

REEB 24.10 Net listing prohibited. Licensees shall not obtain, negotiate or attempt to obtain or negotiate any listing contract providing for a stipulated net price to the owner with the excess over the stipulated net price to be received by the firm as commission.

History: Cr. Register, February, 1980, No. 290, eff. 3-1-80; renum. from REB 15.10, Register, February, 1983, No. 326, eff. 3-1-83; EmR1620: emerg. am., eff. 7-1-16; CR 16-042: am. Register February 2017 No. 734, eff. 3-1-17.

REEB 24.12 Confidentiality of offers. (1) Except as provided in sub. (2), a licensee acting as a principal or an agent in a real estate or business opportunity transaction shall not disclose any of the terms of one prospective buyer's offer to purchase, exchange agreement or option contract proposal to any other prospective buyer or to any person with the intent that this information be disclosed to any other prospective buyer. Licensees shall encourage all prospective buyers to submit their best offers. A licensee may, but is not required to, disclose information known by the licensee regarding the existence of other offers on the property, the fact that a seller has accepted an offer, that the offer is subject to contingencies and that the offer is subject to a clause requiring removal of certain contingencies upon the occurrence of an event such as receipt, acceptance or conditional acceptance of another offer.

(2) As used in this subsection, "right of first refusal" means the right of a person to have the first opportunity to purchase or lease real property. "Right of first refusal" does not mean a so-called "bump clause" which is a contingency provision in a purchase agreement that requires the prospective buyer to remove certain contingencies in the buyer's purchase agreement or to relinquish the buyer's primary status to a secondary offer. If a licensee is providing brokerage services in a transaction and the licensee has knowledge that the property is subject to a right of first refusal, the licensee shall disclose the right of first refusal, in writing and in a timely manner, to all persons seeking to acquire an interest subject to the right of first refusal. After disclosure of the right of first refusal to a party seeking to acquire an interest in the property, the licensee may deliver a copy of that party's subsequent offer to purchase, exchange agreement, option contract or lease proposal to the party holding the right of first refusal.

History: Cr. Register, February, 1980, No. 290, eff. 3-1-80; am. Register, March, 1981, No. 303, eff. 4-1-81; renum. from REB 15.12, Register, February, 1983, No. 326, eff. 3-1-83; am. Register, July, 1993, No. 451, eff. 8-1-93; renum. RL 24.12 to be (1), cr. (2), Register, January, 2001, No. 541, eff. 2-1-01.

REEB 24.13 Drafting and submission of written proposals. (1) REFUSAL PROHIBITED. Licensees shall not refuse to draft or submit any written proposal unless the terms of the written proposal would be contrary to specific instructions of the other party.

(2) WITHHOLDING WRITTEN PROPOSALS PROHIBITED. (a) Listing firms shall permit access to listed property for showing purposes, to all buyers and persons assisting or advising buyers, without unreasonable delay, unless the buyer's or other person's access is contrary to specific written instructions of the seller.

(b) Licensees shall promptly present all written proposals received to the licensee's client or customer. Licensees shall not withhold any written proposal from presentation pending the party's action on a written proposal previously presented.

(3) FAIR PRESENTATION OF WRITTEN PROPOSALS. (a) Licensees shall present all written proposals in an objective and unbiased manner to their clients and customers. Licensees shall inform their clients and customers of the advantages and disadvantages of all submitted written proposals.

(b) A listing licensed individual broker acting as a sole proprietor or licensee associated with a listing firm may not submit his or her own personal written proposal or offer to purchase a property which the firm has listed if the licensee has knowledge of the terms of any pending offer, except that a firm may arrange for a guaranteed sale at the time of listing.

(4) **NOTIFICATION OF ACTION ON WRITTEN PROPOSAL.** Licensees shall promptly inform their clients and customers whether the other party has accepted, rejected, or countered their written proposal. A licensee shall immediately provide a written statement to the other party's firm that includes the date and time when the written proposal was presented when such a statement is requested by the other party or the other party's firm. A licensee shall immediately provide a written statement to the other party's firm that includes the date and time when the written proposal was rejected or had expired without acceptance when such a statement is requested by the other party or the other party's firm.

(5) **NEGOTIATION THROUGH FIRM.** A licensee may not negotiate a sale or lease of real estate directly with a party if the licensee knows that the party has an unexpired written contract in connection with the real estate which grants to another licensee an exclusive right to sell, lease, or negotiate. All negotiations shall be conducted with the firm holding the exclusive right to sell, lease, or negotiate, and not with the party, except with the consent of the firm or where the absence of the firm, or other similar circumstances, reasonably compels direct negotiation with the party. A listing firm has no duty to investigate whether a buyer has granted a buyer's agent an exclusive right to negotiate.

Note: The Department of Safety and Professional Services' approved form, WB-36, does not grant the buyer's agent an exclusive right to negotiate.

History: Cr. Register, February, 1980, No. 290, eff. 3-1-80; cr. (5), Register, March, 1981, No. 303, eff. 4-1-81; renum. from REB 15.13, Register, February, 1983, No. 326, eff. 3-1-83; renum. (3) to be (3) (a), cr. (3) (b), am. (4), Register, January, 1987, No. 373, eff. 2-1-87; am. (3) (a), Register, June, 1988, No. 390, eff. 7-1-88; am. (3) (b), r. and recr. (2), Register, July, 1993, No. 451, eff. 8-1-93; am. (3) (b) and (5), Register, January, 2001, No. 541, eff. 2-1-01; CR 10-136: am. (title), (1), (2) (title), (b), (3) (title), (a), (4), (5) Register April 2012 No. 676, eff. 7-1-12; EmR1620: emerg. am. (2) (a), (3) (b), (4), (5), eff. 7-1-16; CR 16-042: am. (2) (a), (3) (b), (4), (5) Register February 2017 No. 734, eff. 3-1-17.

REEB 24.15 Adequate funds required. Licensees shall not issue checks upon business or trust accounts which contain insufficient funds.

History: Cr. Register, February, 1980, No. 290, eff. 3-1-80; renum. from REB 15.15, Register, February, 1983, No. 326, eff. 3-1-83.

REEB 24.16 Availability of rules. Firms shall have the

rules of the department readily available in all offices for the use of all licensees.

History: Cr. Register, February, 1980, No. 290, eff. 3-1-80; renum. from REB 15.16, Register, February, 1983, No. 326, eff. 3-1-83; am. Register, January, 1987, No. 373, eff. 2-1-87; correction made under s. 13.92 (4) (b) 6., Stats., Register November 2011 No. 671; CR 10-136: am. Register April 2012 No. 676, eff. 7-1-12; EmR1620: emerg. am., eff. 7-1-16; CR 16-042: am. Register February 2017 No. 734, eff. 3-1-17.

REEB 24.17 Miscellaneous requirements. (1) VIOLATIONS OF LAW. Licensees may not violate, or aid or abet the violation of, any law the circumstances of which substantially relate to the practices of a real estate licensee. A licensee who has been convicted of a crime shall send to the board within 48 hours after the judgment of conviction a copy of the complaint or other information which describes the nature of the crime and the judgment of conviction in order that the board may determine whether the circumstances of the crime of which the licensee was convicted are substantially related to the practice of a real estate licensee, pursuant to s. 111.335 (3) (a), Stats.

(2) **CONVICTION.** The board may discipline a licensee on the basis of a conviction of any crime, the circumstances of which substantially relate to the practice of real estate. A certified copy of a judgment of a court of record showing such conviction, within this state or without, shall be presumptive evidence of conviction.

(2m) **FELONY CONVICTION.** The board may revoke a license or registration on the basis of a conviction of a felony that is a bar to licensure or registration under s. 452.25 (1) (a), Stats.

(3) **VIOLATION OF STATUTES, ADMINISTRATIVE CODE AND BOARD ORDERS.** Licensees shall not violate any provisions or terms or conditions of, or aid or abet the violation of ch. 452, Stats., chs. REEB 11 to 25 or any order of, the board.

(4) **IMPAIRED PRACTICE.** Licensees shall not render services while the ability of the licensee to competently perform duties is impaired by mental or emotional disorder, drugs or alcohol.

(5) **DUTY TO COOPERATE WITH THE BOARD AND THE DEPARTMENT.** Licensees and applicants shall respond to the department and the board regarding any request for information within 30 days of the date of the request.

History: Cr. Register, February, 1980, No. 290, eff. 3-1-80; am. (2), Register, December, 1980, No. 300, eff. 1-1-81; renum. from REB 15.17 and am. (2), Register, February, 1983, No. 326, eff. 3-1-83; am. (1), Register, January, 1986, No. 373, eff. 2-1-87; renum. (2) and (3) to be (3) and (4), cr. (2), Register, June, 1988, No. 390, eff. 7-1-88; am. (3), Register, July, 1998, No. 511, eff. 8-1-98; correction in (1), (3) made under s. 13.92 (4) (b) 6., 7., Stats., Register November 2011 No. 671; CR 10-136: am. (1), cr. (5) Register April 2012 No. 676, eff. 7-1-12; CR 15-051: cr. (2m) Register January 2016 No. 721, eff. 2-1-16; correction in (3) made under s. 13.92 (4) (b) 7., Stats., Register January 2014 No. 721; EmR1620: emerg. am. (1), eff. 7-1-16; CR 16-042: am. (1) Register February 2017 No. 734, eff. 3-1-17; correction in (1) made under s. 13.92 (4) (b) 7., Stats., Register December 2018 No. 756; CR 18-051: am. (3) Register July 2019 No. 763, eff. 8-1-19.

WB-11 RESIDENTIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON _____ [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, _____,
4 offers to purchase the Property known as [Street Address] _____

5 _____
6 in the _____ of _____, County

7 of _____ Wisconsin (insert additional description, if any, at lines 543-551 or
8 in an addendum per line 573), on the following terms:

9 **PURCHASE PRICE** The purchase price is _____
10 _____ Dollars (\$ _____).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: _____
13 _____
14 _____
15 _____
16 _____

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

19 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
20 lines 12-16) and the following: _____
21 _____
22 _____
23 _____

24 **CAUTION: Identify Fixtures that are on the Property (see lines 26-36) to be excluded by Seller or that are rented**
25 **(e.g., water softeners or other water treatment systems, LP tanks, etc.) and will continue to be owned by the lessor.**

26 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land, buildings or
27 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily
28 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as
29 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows;
30 electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units
31 and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or fitted floor
32 coverings; awnings; attached antennas and satellite dishes (but not the component parts); audio/visual wall mounting
33 brackets (but not the audio/visual equipment); garage door openers and remote controls; installed security systems; central
34 vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans;
35 fences; in-ground pet containment systems, including receiver components; storage buildings on permanent foundations
36 and docks/piers on permanent foundations.

37 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented (e.g., water softeners or other water**
38 **treatment systems, LP tanks, etc.) on lines 20-23 or at lines 543-551 or in an addendum per line 573).**

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

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

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

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

47 **CLOSING** This transaction is to be closed on _____
48 _____ at the place selected by Seller,
49 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state
50 holiday, the closing date shall be the next Business Day.

51 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
52 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
53 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
54 **transfer instructions.**

EARNEST MONEY

55 **EARNEST MONEY**

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

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

58 ■ EARNEST MONEY of \$ _____ will be mailed, or commercially, electronically

59 or personally delivered within _____ days ("5" if left blank) after acceptance.

60 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____

61 _____) **STRIKE THOSE NOT APPLICABLE**

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

63 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**

64 **attorney as lines 67-87 do not apply. If someone other than Buyer pays earnest money, consider a special**

65 **disbursement agreement.**

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

67 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the

68 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository

69 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall

70 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according

71 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been

72 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the

73 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;

74 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)

75 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain

76 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the

77 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

78 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties

79 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest

80 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party

81 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified

82 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order

83 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of

84 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their

85 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good

86 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional

87 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

88 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)

89 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in

90 this Offer except: _____

91 _____. If "Time is of the Essence" applies to a date or Deadline,

92 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date

93 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

94 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property that includes one-to-four dwelling units

95 to provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never

96 been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example,

97 personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03.

98 The law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance

99 of the contract of sale . . . to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer

100 who does not receive a report within the 10 days may, within two business days after the end of that 10-day period, rescind

101 the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have

102 certain rescission rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days,

103 but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for additional

104 information regarding rescission rights.

105 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has

106 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 112-177) other than those identified in

107 Seller's Real Estate Condition Report dated _____, which was received by Buyer prior to Buyer signing

108 this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and

109 _____

111 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

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

113 a. Defects in the roof, basement or foundation (including cracks, seepage and bulges), electrical system, or part of the

114 plumbing system (including the water heater, water softener and swimming pool); or basement, window, or plumbing leaks;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

274 (1) signed by Buyer; or

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

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

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

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

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

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

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

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

291 to deliver to Buyer written notice of Seller’s decision to finance this transaction with a note and mortgage under the same
292 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.
293 If Seller’s notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
294 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer’s credit
295 worthiness for Seller financing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

328 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
 329 Buyer's property located at _____

330 no later than _____ (the Deadline). If closing does not occur by the Deadline, this
 331 Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification
 332 from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds
 333 to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or
 334 proof of bridge loan shall not extend the closing date for this Offer.

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

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

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

341 (3) Any of the following checked below:

342 Proof of bridge loan financing.

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

345 Other: _____

346 _____

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

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

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

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

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

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

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

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

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

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

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

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

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

382 **TITLE EVIDENCE**

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

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

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

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

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

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

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

415 Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

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

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

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

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

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

431 **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

477 the Property.

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

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

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

490 If Buyer defaults, Seller may:

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

494 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

560 Seller: (_____) Buyer: (_____) _____

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

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

566 Address for Seller: _____

567 Address for Buyer: _____

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

569 Email Address for Seller: _____

570 Email Address for Buyer: _____

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

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

574 This Offer was drafted by [Licensee and Firm] _____

575 (x) _____
576 Buyer's Signature ▲ Print Name Here ► Date ▲

577 (x) _____
578 Buyer's Signature ▲ Print Name Here ► Date ▲

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

583 (x) _____
584 Seller's Signature ▲ Print Name Here ► Date ▲

585 (x) _____
586 Seller's Signature ▲ Print Name Here ► Date ▲

587 This Offer was presented to Seller by [Licensee and Firm] _____
588 _____ on _____ at _____ a.m./p.m.

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

WB-14 RESIDENTIAL CONDOMINIUM OFFER TO PURCHASE

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

3 The Buyer, _____,
4 offers to purchase the Property known as [Street Address] _____
5 _____
6 in the _____ of _____, County
7 of _____ Wisconsin, particularly described as Unit: _____
8 (Building _____) of _____ Condominium
9 (insert additional description, if any, at lines 682-719 or attach as an addendum per line 741), on the following terms:

10 **PURCHASE PRICE** The purchase price is _____
11 _____ Dollars (\$ _____).

12 **INCLUDED IN PURCHASE PRICE** Included in purchase price is (1) the Property, (2) Seller's interest in the Common
13 Elements and Limited Common Elements (see lines 183-189 and 197-202) appurtenant to the Unit, together with and
14 subject to the rights, interests, obligations and limitations as set forth in the Condominium Declaration and plat (and all
15 amendments thereto); (3) Seller's interests in any common surplus and reserves in the Condominium allocated to the
16 Property, (4) all Fixtures on the Property as of the date stated on line 1 of this Offer (unless excluded at lines 24-26), and
17 (5) the following additional items: _____
18 _____
19 _____
20 _____

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

23 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
24 lines 17-20) and the following: _____
25 _____
26 _____

27 **CAUTION: Identify Fixtures that are on the Property (see lines 29-39) to be excluded by Seller or that are rented**
28 **(e.g., water softeners or other water treatment systems, LP tanks, etc.) and will continue to be owned by the lessor.**
29 "Fixture" is defined as an item of property that is physically attached to or so closely associated with land, buildings or
30 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily
31 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as
32 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows;
33 electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units
34 and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or fitted floor
35 coverings; awnings; attached antennas and satellite dishes (but not the component parts); audio/visual wall mounting
36 brackets (but not the audio/visual equipment); garage door openers and remote controls; installed security systems; central
37 vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans;
38 fences; in-ground pet containment systems, including receiver components, storage buildings on permanent foundations
39 and docks/piers on permanent foundations.

40 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented (e.g., water softeners or other water**
41 **treatment systems, LP tanks, etc.) on lines 24-26 or at lines 682-719 or in an addendum per line 741).**

42 **STORAGE, PARKING AND FEES**

43 ■ **STORAGE UNIT:** A storage unit (is) (is not) ~~STRIKE ONE~~ included in the purchase price. Storage unit number: _____.

44 ■ **PARKING:** The parking for the Unit is _____. The parking fee is \$ _____.

45 ■ **ASSOCIATION FEE:** The Association fee for the Property is \$ _____ per _____.

46 ■ **UNIT TRANSFER FEE:** Buyer is aware the Property may be subject to one-time fee(s) resulting from transfer of the
47 Property. Any fee(s) resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) ~~STRIKE ONE~~ ("Buyer"
48 if neither is stricken).

49 **NOTE: The Association may charge fees at or subsequent to closing which may include Additional Association, reserves,**
50 **administrative or other fees. Buyer is advised to review the Condominium disclosure materials including, but not limited to,**
51 **current financial disclosure statements and other Condominium materials described on lines 107-121, as relevant.**

52 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
53 on or before _____ . Seller may keep

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

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

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

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

60 **CLOSING** This transaction is to be closed on _____
61 _____ at the place selected by Seller,
62 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state
63 holiday, the closing date shall be the next Business Day.

64 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
65 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
66 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
67 **transfer instructions.**

68 **EARNEST MONEY**

69 ■ EARNEST MONEY of \$ _____ accompanies this Offer.

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

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

73 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as
74 _____) **STRIKE THOSE NOT APPLICABLE**
75 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

76 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
77 **attorney as lines 80-90 do not apply. If someone other than Buyer pays earnest money, consider a special**
78 **disbursement agreement.**

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

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

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

101 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
102 occupancy; (4) date of closing; (5) contingency Deadlines; (6) delivery of Condominium disclosure materials (see lines 107-
103 121) **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except: _____

104 _____. If "Time is of the Essence" applies to a date or Deadline,
105 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
106 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

107 **CONDOMINIUM DISCLOSURE MATERIALS** Seller agrees to deliver to Buyer, within 10 days after acceptance of Offer,
108 current and accurate copies of the Condominium disclosure materials required by Wis. Stat. § 703.33. The Condominium
109 disclosure materials include a copy of the following and any amendments to any of these [except as may be limited for
110 Small Condominiums per Wis. Stat. § 703.365]:

111 (a) Proposed or existing Declaration, bylaws and any rules or regulations, and an index of the contents.

112 (b) Proposed or existing articles of incorporation of the Association, if it is or is to be incorporated.

113 (c) Proposed or existing management contract, employment contract or other contract affecting the use, maintenance
114 or access of all or part of the Condominium.

- 115 (d) Projected annual operating budget for the Condominium including reasonable details concerning the estimated
116 monthly payments by the purchaser for assessments and other monthly charges.
117 (e) Leases to which Unit owners or the Association will be a party.
118 (f) General description of any contemplated expansion of Condominium including each stage of expansion and the
119 maximum number of Units that can be added to the Condominium.
120 (g) Unit floor plan and map showing location of Common Elements and other facilities available to Unit owners.
121 (h) The executive summary.

122 ■ **CONVERSION CONDOMINIUMS:** If the Condominium was an occupied structure prior to the recording of the
123 Condominium Declaration, it is a "conversion Condominium," and the "Condominium disclosure materials" for a conversion
124 Condominium with five or more Units also include:

- 125 (1) A declarant's statement based on an independent engineer's or architect's report describing the present condition
126 of structural, mechanical and electrical installations.
127 (2) A statement of the useful life of the items covered in (1), unless a statement that no representations are being made
128 is provided.
129 (3) A list of notices of uncured code or other municipal violations, including an estimate of the costs of curing the
130 violations.

131 ■ **BUYER RESCISSION RIGHTS:** As provided in Wis. Stat. § 703.33(4)(a), Buyer may, within 5 business days after receipt
132 of all the required disclosure documents or following notice of any material changes in the required disclosure documents,
133 rescind this Offer by written notice delivered to Seller. If the disclosure materials are delivered to Buyer and Buyer does not
134 receive all of the disclosure documents, Buyer may, within 5 business days after Buyer's receipt of the disclosure materials,
135 either rescind the Offer or request any missing documents. Seller has 5 business days after receipt of Buyer's request for
136 missing documents to deliver the requested documents. Buyer may rescind the sale within 5 business days after the earlier
137 of Buyer's receipt of requested missing documents or the deadline for Seller's delivery of the documents [Wis. Stat. §
138 703.33(4)(b)]. Any document delivered to Buyer may not be changed or amended following delivery if the change or
139 amendment would materially affect the rights of Buyer without first obtaining approval of Buyer. A copy of any such
140 amendments shall be delivered promptly to Buyer.

141 **The Parties agree that the 5 business days begin upon the earlier of: (1) Buyer's Actual Receipt of the disclosure**
142 **materials, requested missing documents or material changes or (2) upon the deadline for Seller's delivery of the**
143 **disclosure materials or the requested missing documents.**

144 **NOTE: BUYER SHOULD READ ALL DOCUMENTS CAREFULLY. LICENSEES MAY PROVIDE A GENERAL**
145 **EXPLANATION OF THE DOCUMENTS BUT ARE PROHIBITED BY LAW FROM GIVING LEGAL ADVICE OR**
146 **OPINIONS.**

147 In addition to review of the disclosure materials required to be provided by Wis. Stat. § 703.33, Buyer may wish to consider
148 reviewing other Condominium materials as may be available.

149 **CONTINGENCY FOR ADDITIONAL CONDOMINIUM INFORMATION:** This Offer is contingent upon Seller delivering
150 to Buyer, at Seller's expense, within 10 days after acceptance of this Offer the information listed below that exists as of the
151 date on line 1 of this Offer:

- 152 ♦ The Condominium Association's financial statements for the 2 two years.
153 ♦ The minutes of the last 3 Unit owners' meetings.
154 ♦ The minutes of Condominium board meetings during the 12 months prior to acceptance of this Offer.
155 ♦ Information about contemplated or pending Condominium special assessments.
156 ♦ The Association's certificate of insurance.
157 ♦ A statement from the Association indicating the balance of reserve accounts controlled by the Association.
158 ♦ Any Common Element inspection reports (e.g. roof, swimming pool, elevator and parking garage inspections, etc.)
159 held by the Association.
160 ♦ Information regarding any pending litigation involving the Association.
161 ♦ The Declaration, bylaws, budget and/or most recent financial statement of any master association or Additional
162 Association the Unit may be part of.
163 ♦ Other: _____

164 (hereinafter collectively the "listed materials").

165 **NOTE: Because not all of the listed materials may exist or be available from the Condominium Association, Seller**
166 **may wish to verify availability prior to acceptance of the Offer.**

167 ■ **BUYER RESCISSION RIGHTS:** Buyer may, within 5 business days after receipt of all the listed materials rescind this
168 Offer by written notice delivered to Seller. If the materials are delivered to Buyer and Buyer does not receive all of the listed
169 materials, Buyer may, within 5 business days after Buyer's receipt of the materials, either rescind the Offer or request any
170 missing materials in writing. Seller has 5 business days after receipt of Buyer's request for missing listed materials to deliver
171 the requested materials. Buyer may rescind the sale within 5 business days after the earlier of Buyer's receipt of requested
172 missing materials or the deadline for Seller's delivery of the materials.

173 **The Parties agree that the 5 business days begin upon the earlier of: (1) Buyer's Actual Receipt of the listed**
174 **materials or requested missing materials or (2) upon the deadline for Seller's delivery of the listed materials or**
175 **requested missing materials.**

176 ■ **ASSOCIATION:** Wis. Stat. § 703.02(1m) provides, “‘Association’ means all of a condominium's unit owners acting
177 as a group, either through a nonstock corporation or an unincorporated association, in accordance with its bylaws and
178 declaration.” The Association is the entity that the Unit owners typically use to act together as a group to manage and
179 maintain the Condominium property and finances. Every Unit owner is automatically a member of the Association, which
180 adopts budgets and sets the amounts of the fees or assessments paid by the Unit owners.

181 ■ **ADDITIONAL ASSOCIATION:** Refers to any community, neighborhood, subdivision, master or umbrella association with
182 the power to levy fees or assessments on the Property owner.

183 ■ **COMMON ELEMENTS:** Wis. Stat. § 703.02(2) provides, “‘Common elements’ mean all of a condominium except its
184 units.” In a typical residential Condominium project, the Common Elements may include the land, structural and common
185 parts of buildings (entranceway, halls, elevator, meeting room, etc.), landscaping, roads, any outside parking areas, outdoor
186 lighting, any recreational facilities (swimming pool, tennis courts, clubhouse, etc.) and all other common areas and
187 amenities. The Common Elements are owned collectively by all of the Unit owners. For example, in a Condominium with
188 100 Units, each Unit owner may own a one percent interest in all Common Elements. Thus, the Unit owner would own an
189 undivided one percent interest in the tennis courts, road, parking lot, etc.

190 ■ **CONDOMINIUM:** Wis. Stat. § 703.02(4) provides, “‘Condominium’ means property subject to a condominium declaration
191 established under this chapter” [Wis. Stat. Ch. 703].

192 ■ **DECLARATION:** Wis. Stat. § 703.02(8) provides, “‘Declaration’ means the instrument by which a property becomes
193 subject to this chapter, and that declaration as amended from time to time.” The Declaration is a written document that
194 creates a Condominium from one or more parcels of real estate. The owner declares his or her property to be a
195 Condominium. The Declaration divides the property into Units, which are individually owned, and the Common Elements,
196 which are owned in common by all of the Unit owners together.

197 ■ **LIMITED COMMON ELEMENTS:** Wis. Stat. § 703.02(10) provides, “‘Limited common element’ means a common
198 element identified in a Declaration or on a condominium plat as reserved for the exclusive use of one or more but less than
199 all of the Unit owners.” A Unit owner does not own a Limited Common Element, except for the percentage interest in the
200 Common Elements, but is the only one who may use it, either alone or with others (but not all Unit owners). This exclusive
201 use may be subject to restrictions stated in the Declaration or the Condominium rules. Limited Common Elements may
202 include a storage area, patio, balcony, garage parking space or a boat slip.

203 ■ **SMALL CONDOMINIUM:** Wis. Stat. § 703.02(14m) provides, “‘Small Condominium’ means a condominium with no more
204 than 12 Units.” Small Condominiums are subject to all provisions in Wis. Stat. Ch. 703, including the provisions for disclosure
205 materials, unless optional provisions in Wis. Stat. § 703.365 for a simplified Condominium are adopted in the Declaration
206 for the Small Condominium.

207 ■ **UNIT:** Wis. Stat. § 703.02(15) provides, “‘Unit’ means a part of a condominium intended for any type of independent use,
208 including one or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located on
209 one or more floors, or parts thereof, in a building. A unit may include 2 or more noncontiguous areas.” The Unit owner is
210 entitled to exclusive ownership and possession of his or her Unit. A Unit is not necessarily limited to an apartment-like
211 concept and may also be a freestanding house, a structure plus surrounding land, or land similar to a lot. Units may also
212 include a separate area that is some distance away from the basic individual dwelling area. For example, a Unit may be
213 defined to include a storage area, patio, garage parking space or a boat slip. What is included in a given Unit depends on
214 how the term “Unit” is defined in the Condominium Declaration and plat.

215 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property that includes one-to-four dwelling units
216 to provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never
217 been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example,
218 personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03.
219 The law provides: “§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance
220 of the contract of sale . . . , to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer
221 who does not receive a report within the 10 days may, within two business days after the end of that 10-day period, rescind
222 the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's agent.” Buyer may also have
223 certain rescission rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days,
224 but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for additional
225 information regarding rescission rights. Wis. Stat. § 709.03 provides when the Property is a Condominium Unit, the property
226 to which the Real Estate Condition Report applies is the Condominium Unit, the Common Elements of the Condominium
227 and any Limited Common Elements that may be used only by the owner of the Condominium Unit being transferred. Wis.
228 Stat. § 709.02 requires that Seller also furnish a Condominium addendum to the Real Estate Condition Report and a copy
229 of the executive summary along with the Real Estate Condition Report.

230 **NOTE: Small Condominiums may not be required to have an executive summary per Wis. Stat. § 703.365.**

231 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
232 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 239-304) with regard to the Unit,
233 Condominium Common Elements and Limited Common Elements that may be used only by the owner of the Condominium
234 Unit being transferred, other than those identified in Seller's Real Estate Condition Report dated
235 _____, which was received by Buyer prior to Buyer signing this Offer and which is made a part
236 of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and _____

INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT

237

238

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

240 a. Defects in the roof, basement or foundation (including cracks, seepage and bulges), electrical system, or part of the
241 plumbing system (including the water heater, water softener and swimming pool); or basement, window, or plumbing leaks;
242 overflow from sinks, bathtubs, or sewers; or other water or moisture intrusions or conditions.

243 b. Defects in heating and air conditioning system (including the air filters and humidifiers); in a wood burning stove or
244 fireplace; or caused by a fire in a stove or fireplace or elsewhere on the Property.

245 c. Defects related to smoke detectors or carbon monoxide detectors, or a violation of applicable state or local smoke
246 detector or carbon monoxide detector laws.

247 d. Defects in any structure, or mechanical equipment included as Fixtures or personal property.

248 e. Rented items located on the Property such as a water softener or other water conditioner system.

249 f. Defects caused by unsafe concentrations of, or unsafe conditions on the Property relating to radon, radium in water
250 supplies, lead in paint, soil or water supplies, unsafe levels of mold, asbestos or asbestos-containing materials or other
251 potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or toxic
252 substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on
253 but not directly serving the Property.

254 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**
255 **properties built before 1978.**

256 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
257 substances on neighboring properties.

258 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
259 Property or in a well that serves the Property, including unsafe well water.

260 i. A septic system or other private sanitary disposal system serves the Property; Defects in the septic system or other
261 sanitary disposal system on the Property; or any out-of-service septic system serving the Property not closed or abandoned
262 according to applicable regulations.

263 j. Underground or aboveground fuel storage tanks on or previously located on the Property; or Defects in the underground
264 or aboveground fuel storage tanks on or previously located on the Property. (The owner, by law, may have to register the
265 tanks with the Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708,
266 whether the tanks are in use or not. Department regulations may require closure or removal of unused tanks.)

267 k. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased); or Defects in an
268 "LP" tank on the Property.

269 l. Notice of property tax increases, other than normal annual increases, or pending Property reassessment; remodeling
270 that may increase the Property's assessed value; pending special assessments; or Property is within a special purpose
271 district, such as a drainage district, that has authority to impose assessments.

272 m. Proposed construction of a public project that may affect use of the Property; Property additions or remodeling affecting
273 Property structure or mechanical systems during Seller's ownership without required permits; or any land division involving
274 the Property without required state or local permits.

275 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
276 and there are common areas associated with the Property that are co-owned with others.

277 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
278 wetland or shoreland zoning area; or the Property is subject to a shoreland mitigation plan required by Wisconsin
279 Department of Natural Resources (DNR) rules that obligates the Property owner to establish or maintain certain measures
280 related to shoreland conditions, enforceable by the county.

281 p. Nonconforming uses of the Property; conservation easements, restrictive covenants or deed restrictions on the
282 Property; or other than public rights of way, nonowners having rights to use part of the Property, including, but not limited
283 to, private rights-of-way and easements other than recorded utility easements.

284 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
285 conversion charge; or payment of a use-value assessment conversion charge has been deferred.

286 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
287 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

288 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
289 be transferred with the Property because the dam is owned by a homeowners' association, lake district, or similar group of
290 which the Property owner is a member.

291 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
292 driveway) affecting the Property.

293 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition; or any insurance
294 claims relating to damage to the Property within the last five years.

295 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
296 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

297 w. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal, reptile, or
298 other insect infestations.

- 299 x. Structure on the Property designated as an historic building; all or any part of the Property in an historic district; or one
300 or more burial sites on the Property.
- 301 y. Agreements binding subsequent owners such as a lease agreement or extension of credit from an electric cooperative.
- 302 z. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 303 aa. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive
304 sliding, settling, earth movement or upheavals.

305 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
306 part of this Offer. An "inspection" is defined as an observation of the Unit and any Limited Common Elements that may be
307 used only by the owner of the Condominium Unit being transferred which does not include an appraisal or testing of the
308 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
309 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
310 materials from the Unit for laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers
311 and appraisers reasonable access to the Unit and any Limited Common Elements that may be used only by the owner of
312 the Condominium Unit being transferred upon advance notice, if necessary, to satisfy the contingencies in this Offer. Buyer
313 or licensees or both may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for
314 inspections does not authorize Buyer to conduct testing of the Unit and any Limited Common Elements that may be used
315 only by the owner of the Condominium Unit being transferred.

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

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

323 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-322).

324 (1) This Offer is contingent upon a Wisconsin registered or Wisconsin licensed home inspector performing a home inspection
325 of the Unit and any Limited Common Elements that may be used only by the owner of the Condominium Unit being
326 transferred after the date on line 1 of this Offer that discloses no Defects.

327 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
328 inspection of _____

329 _____ (list any Property component(s)
330 to be separately inspected, e.g., swimming pool, roof, foundation, chimney, etc.) that discloses no Defects.

331 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
332 they occur prior to the Deadline specified at line 337. Inspection(s) shall be performed by a qualified independent
333 inspector or independent qualified third party.

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

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

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

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

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

343 **NOTE: "Defect" as defined on lines 577-579 means a condition that would have a significant adverse effect on the
344 value of the Property; that would significantly impair the health or safety of future occupants of the Property; or
345 that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life
346 of the premises.**

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

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

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

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

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

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

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

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

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

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

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

363 This contingency shall be deemed satisfied unless Buyer, within _____ days ("20" if left blank) after acceptance delivers
364 to Seller a written copy of the radon test results report indicating a radon level of 4.0 pCi/L or higher and written notice
365 objecting to the radon level in the report.

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

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

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

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

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

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

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

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

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

377 **NOTE: For radon information refer to the EPA at epa.gov/radon or the DHS at dhs.wisconsin.gov/radon.**

378 **IF LINE 379 IS NOT MARKED OR IS MARKED N/A LINES 427-438 APPLY.**

379 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
380 _____ [loan type or specific lender, if any] first mortgage loan commitment as described
381 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
382 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial
383 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
384 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
385 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
386 to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan
387 sources or obtaining a construction loan or land contract financing, describe at lines **682-719** or in an addendum attached
388 per line **741**. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
389 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
390 lender's appraiser access to the Property.

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

394 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE **395 or 396**.**

395 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

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

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

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

405 (1) signed by Buyer; or,

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

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

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

412 **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line **381**,
413 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
414 written loan commitment from Buyer.

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

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

420 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 415-418; or

421 (2) the Deadline for delivery of the loan commitment on line 381,

422 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same
423 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.
424 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
425 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
426 worthiness for Seller financing.

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

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

431 (2) _____
432 _____ [Specify documentation Buyer agrees to deliver to Seller].

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

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

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

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

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

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

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

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

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

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

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

459 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
460 Buyer's property located at _____

461 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall
462 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
463 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
464 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
465 bridge loan shall not extend the closing date for this Offer.

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

469 (1) Written waiver of the Closing of Buyer's Property Contingency if line 459 is marked;

470 (2) Written waiver of _____
471 _____ (name other contingencies, if any); and

472 (3) Any of the following checked below:

473 Proof of bridge loan financing.

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

476 Other: _____
477 _____ [insert other requirements, if any (e.g., payment of additional earnest money, etc.)].

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

485 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
 486 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, Condominium Association fees,
 487 Additional Association fees, fuel and _____

488 _____
 489 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
 490 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
 491 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA**:
 492 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
 493 taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS CHOICE
 494 APPLIES IF NO BOX IS CHECKED.
 495 Current assessment times current mill rate (current means as of the date of closing).
 496 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
 497 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).
 498 _____

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

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

508 **TITLE EVIDENCE**

509 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
 510 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
 511 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
 512 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
 513 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate
 514 Condition Report and in this Offer, general taxes levied in the year of closing, Wisconsin Condominium Ownership Act,
 515 Condominium Declaration and plat, Association articles of incorporation, bylaws and rules, amendments to the above and
 516 _____

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

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

523 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
 524 the purchase price on a current ALTA form (including the ALTA Condominium endorsement or equivalent) issued by an
 525 insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer
 526 shall pay the costs of providing the title evidence required by Buyer's lender and recording the deed or other conveyance.

527 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
 528 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
 529 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
 530 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
 531 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 537-
 532 542).

533 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
 534 or Buyer not less than 5 business days before closing, showing title to the Property as of a date no more than 15 days
 535 before delivery of such title evidence to be merchantable per lines 509-518, subject only to liens that will be paid out of the
 536 proceeds of closing and standard title insurance requirements and exceptions.

537 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
 538 objections to title by the time set for closing. Seller shall have a reasonable time, but not exceeding 15 days, to remove the

539 objections, and the time for closing shall be extended as necessary for this purpose. If Seller is unable to remove said
 540 objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the objections, and the
 541 time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be null and void.
 542 Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

543 ■ **UNPAID CONDOMINIUM ASSESSMENTS:** All unpaid assessments shall be paid by Seller no later than closing.

544 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, including those by any Condominium or
 545 Additional Association, levied or for work actually commenced prior to the date stated on line 1 of this Offer shall be paid by
 546 Seller no later than closing. All other special assessments shall be paid by Buyer. "Levied" with regard to municipal special
 547 assessments means the local municipal governing body has adopted and published a final resolution describing the planned
 548 improvements and the assessment of benefits. "Levied" with regard to Condominium special assessments means the
 549 Association has adopted a resolution imposing fees on the Units, other than regular Association fees, for special projects
 550 or expenses.

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

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

561 _____
 562 _____ . Insert additional terms, if any, at lines **682-719** or attach as an addendum per line **741**.

563 **DEFINITIONS**

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

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

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

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

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

581 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines **4-9**.

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

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

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

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

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

597 **MAINTENANCE** Seller shall maintain the Unit and any Limited Common Elements that may be used only by the owner of
 598 the Condominium Unit being transferred and all personal property included in the purchase price until the earlier of closing

599 or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for ordinary
600 wear and tear and changes agreed upon by the Parties.

601 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Unit and any Limited Common
602 Elements that may be used only by the owner of the Condominium Unit being transferred is damaged in an amount not
603 more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer in writing,
604 and will be obligated to restore the Unit and any Limited Common Elements that may be used only by the owner of the
605 Condominium Unit being transferred to materially the same condition it was in as of the date on line 1 of this Offer. Seller
606 shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than closing. If the
607 amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of the damage
608 and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer
609 shall be entitled to the insurance proceeds, if any, relating to the damage to the Unit and any Limited Common Elements
610 that may be used only by the owner of the Condominium Unit being transferred, plus a credit towards the purchase price
611 equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a
612 mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Unit and any Limited
613 Common Elements that may be used only by the owner of the Condominium Unit being transferred.

614 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
615 Seller or Seller's agent, Buyer shall have the right to walk through the Unit and any Limited Common Elements that may be
616 used only by the owner of the Condominium Unit being transferred to determine that there has been no significant change
617 in the condition of the Unit and any Limited Common Elements that may be used only by the owner of the Condominium
618 Unit being transferred, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has
619 agreed to cure have been repaired in the manner agreed to by the Parties.

620 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
621 this Offer at lines 682-719 or in an addendum attached per line 741, or lines 558-562 if the Property is leased. At time of
622 Buyer's occupancy, the Unit and any Limited Common Elements that may be used only by the owner of the Condominium
623 Unit being transferred shall be in broom swept condition and free of all debris, refuse, and personal property except for
624 personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given
625 subject to tenant's rights, if any.

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

629 If Buyer defaults, Seller may:

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

633 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

661 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
662 condition report incorporated in this Offer per lines 231-236, or (2) no later than 10 days after acceptance, Seller delivers
663 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 669-671 apply.

664 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
665 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
666 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
667 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
668 Offer and proceed under lines 633-640.

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

672 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
673 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §
674 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
675 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
676 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
677 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

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

682 **ADDITIONAL PROVISIONS/CONTINGENCIES**

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720 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
721 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
722 **723-738.**

723 (1) **Personal:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
724 line **725 or 726.**

725 Name of Seller's recipient for delivery, if any: _____

726 Name of Buyer's recipient for delivery, if any: _____

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

728 Seller: (_____) _____ Buyer: (_____) _____

729 (3) **Commercial:** depositing the document or written notice, fees prepaid or charged to an account, with a commercial
730 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
731 line **734 or 735.**

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

734 Address for Seller: _____

735 Address for Buyer: _____

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

737 Email Address for Seller: _____

738 Email Address for Buyer: _____

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

741 **ADDENDA:** The attached _____ is/are made part of this Offer.

742 This Offer was drafted by [Licensee and Firm] _____

743 (x) _____
744 Buyer's Signature ▲ Print Name Here ► _____ Date ▲ _____

745 (x) _____
746 Buyer's Signature ▲ Print Name Here ► _____ Date ▲ _____

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

751 (x) _____
752 Seller's Signature ▲ Print Name Here ► _____ Date ▲ _____

753 (x) _____
754 Seller's Signature ▲ Print Name Here ► _____ Date ▲ _____

755 This Offer was presented to Seller by [Licensee and Firm] _____

756 _____ on _____ at _____ a.m./p.m.

757 This Offer is rejected _____ This Offer is countered [See attached counter] _____
758 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲