



**HYBRID (IN-PERSON/VIRTUAL)
REAL ESTATE EXAMINING BOARD
Room N208, 4822 Madison Yards Way, 2nd Floor, Madison
Will Johnson (608) 266-2112
August 17, 2023**

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. Be advised that board members may attend meetings designated as "Hybrid" in-person or virtually.

AGENDA

10:00 A.M.

OPEN SESSION – CALL TO ORDER – ROLL CALL

A. Adoption of Agenda (1-4)

B. Approval of Minutes of June 15, 2023 (5-8)

C. Reminders: Conflicts of Interest, Scheduling Concerns

D. Introductions, Announcements and Recognition

E. Administrative Matters

- 1) Department, Staff and Board Updates
- 2) Board Members – Term Expiration Dates
 - a. Berry, Jeffery K. – 7/1/2026
 - b. Kaleka, Gurmit S. – 7/1/2025
 - c. Lacy, Cathy J – 7/1/2025
 - d. Lauer, Elizabeth A. – 7/1/2022
 - e. Mays, Sonya G. – 7/1/2024
 - f. Pierce, Dennis M. – 7/1/2013
 - g. Richie, Thomas J. – 7/1/2026

F. Legislative and Policy Matters – Discussion and Consideration

G. Disciplinary Trends in Real Estate – Discussion and Consideration

H. Administrative Rules Matters – Discussion and Consideration (9)

- 1) Update: Preliminary Rule Draft: 12 and 25, Relating to License Renewal and Continuing Education
- 2) Pending or Possible Rulemaking Projects (10)

I. Report and Possible Action from the Real Estate Contractual Forms Advisory Council – Discussion and Consideration

- 1) WB-11 – Residential Offer to Purchase (11-21)

- 2) WB-12 – Farm Offer to Purchase (22-36)
- 3) WB-13 – Vacant Land Offer to Purchase (37-48)
- 4) WB-14 – Residential Condominium Offer to Purchase (49-61)
- 5) WB-15 – Commercial Offer to Purchase (62-73)
- 6) WB-16 – Offer to Purchase – Business with Real Estate (74-90)
- 7) WB-17 – Offer to Purchase - Business without Real Estate (91-102)
- 8) WB-24 – Option to Purchase (103-111)
- 9) WB-47 – Amendment to Buyer Agency/Tenant Representation Agreement (112)

J. Newsletter Matters – 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) Public Health Emergencies
- 11) Administrative Rule Matters
- 12) Liaison Reports
- 13) Board Liaison Training and Appointment of Mentors
- 14) Informational Items
- 15) Division of Legal Services and Compliance (DLSC) Matters
- 16) Presentations of Petitions for Summary Suspension
- 17) Petitions for Designation of Hearing Examiner
- 18) Presentation of Stipulations, Final Decisions and Orders
- 19) Presentation of Proposed Final Decisions and Orders
- 20) Presentation of Interim Orders
- 21) Petitions for Re-Hearing
- 22) Petitions for Assessments
- 23) Petitions to Vacate Orders
- 24) Requests for Disciplinary Proceeding Presentations
- 25) Motions
- 26) Petitions
- 27) Appearances from Requests Received or Renewed
- 28) 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) Proposed Stipulations, Final Decisions and Orders
 - a. 20 REB 042 – Ryan. R. Pattee (113-119)

- b. 20 REB 106 – Shane J. Renard **(120-128)**
- c. 21 REB 013 – Michael J. Baron & Mike and Mike’s Inc DBA PMI of Greater Milwaukee **(129-135)**
- d. 21 REB 129 – William J. Levy **(136-142)**
- e. 22 REB 097 – Jeffrey J. Zuelke & Zuelke Real Estate Corporation **(143-148)**
- 2) Administrative Warnings**
 - a. 23 REB 021 – J.C.L. **(149-150)**
- 3) Case Closings**
 - a. 21 REB 011 – J.M., M.L., E.R. **(151-157)**
 - b. 21 REB 129 – B.I. **(158-166)**
 - c. 22 REB 112 – R.W. **(167-172)**
 - d. 23 REB 082 – R.M., F.W., G.S. **(173-176)**
- 4) Monitoring Matters (177-178)**
 - a. Jean-Philippe Buanton-Mendoza, Real Estate Salesperson – Requesting Full Licensure **(179-194)**
 - b. Amber Castonguay, Real Estate Broker – Requesting Full Licensure **(195-203)**
 - c. J.A. (Judy) Fuller, Real Estate Broker– Requesting Full Licensure **(204-216)**
 - d. Keith Garot, Real Estate Broker– Requesting Full Licensure **(217-223)**
 - e. Jack Holt, Real Estate Salesperson – Requesting Full Licensure **(224-235)**
 - f. Jordan Luther, Real Estate Salesperson – Requesting Full Licensure **(236-246)**
 - g. Christopher Meneghini, Real Estate Salesperson – Requesting Full Licensure **(247-260)**

N. Deliberation on Proposed Final Decision and Orders

- 1) Terrell Bell – DHA Case Number SPS-23-0004, DLSC Case Number 23 REB 057 **(261-272)**

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: OCTOBER 19, 2023

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 virtually unless otherwise indicated. In-person meetings are typically conducted at 4822 Madison Yards Way, Madison, Wisconsin, unless an alternative location is listed on the meeting notice. In order to confirm a meeting or to request a complete copy of the board's agenda, please visit the Department website at <https://dsps.wi.gov>. 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. Requests for interpreters for the hard of hearing, or other accommodations, are considered upon request by contacting the Affirmative Action Officer, or reach the Meeting Staff by calling 608-267-7213.

**VIRTUAL/TELECONFERENCE
REAL ESTATE EXAMINING BOARD
MEETING MINUTES
JUNE 15, 2023**

PRESENT: Jeffery Berry, Cathy Lacy (*arrived at 10:02 a.m.*), Elizabeth Lauer, Sonya Mays, Thomas Richie

EXCUSED: Gurmit Kaleka, Dennis Pierce

STAFF: Will Johnson, Executive Director; Renee Parton, Legal Counsel; Dana Denny, Administrative Rule Coordinator; Dialah Azam, Bureau Assistant; and Other Department Staff

CALL TO ORDER

Thomas Richie, Chairperson, called the meeting to order at 10:00 a.m. A quorum was confirmed with four (4) members present.

ADOPTION OF AGENDA

MOTION: Elizabeth Lauer moved, seconded by Thomas Richie, to adopt the Agenda as published. Motion carried unanimously.

APPROVAL OF MINUTES OF APRIL 13, 2023

MOTION: Jeffery Berry moved, seconded by Elizabeth Lauer, to approve the Minutes of April 13, 2023 as published. Motion carried unanimously.

(Cathy Lacy arrived at 10:02 a.m.)

ADMINISTRATIVE RULES MATTERS

Adoption Order: REEB 12, relating to Predetermination and Broker Requirements (CR 21-018)

MOTION: Cathy Lacy moved, seconded by Elizabeth Lauer, to approve the Adoption Order for Clearinghouse Rule 21-018 REEB 12, relating to predetermination and broker requirements. Motion carried unanimously.

CLOSED SESSION

MOTION: Cathy Lacy moved, seconded by Elizabeth Lauer, 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: Jeffery Berry-yes; Cathy Lacy -yes; Elizabeth Lauer-yes;
Sonya Mays-yes; and Thomas Richie-yes. Motion carried unanimously.

The Board convened into Closed Session at 10:35 a.m.

DIVISION OF LEGAL SERVICES AND COMPLIANCE (DLSC) MATTERS

Proposed Stipulations, Final Decisions and Orders

MOTION: Jeffery Berry moved, seconded by Elizabeth Lauer, to adopt the Findings of Fact, Conclusions of Law and Order in the matter of disciplinary proceedings of the following cases:

1. 20 REB 019 – Ashley M. Thomas
2. 22 REB 013 – Jacob David

Motion carried unanimously.

21 REB 013 – Michael J. Baron, Mike & Mike’s Inc. DBA PMI of Greater Milwaukee

MOTION: Thomas Richie moved, seconded by Cathy Lacy, to reject the Findings of Fact, Conclusions of Law and Order in the matter of disciplinary proceedings against Michael J. Baron, Mike & Mike’s Inc. DBA PMI of Greater Milwaukee, DLSC Case Number 21 REB 013. Motion carried unanimously.

Administrative Warnings

MOTION: Cathy Lacy moved, seconded by Elizabeth Lauer, to issue an Administrative Warning in the following DLSC Cases:

1. 19 REB 072 – E.N.
2. 19 REB 072 – G.U., A.
3. 19 REB 072 – P.D.A.
4. 20 REB 041 – R.W.S., R.S.A
5. 22 REB 011 – D.R.K.
6. 23 REB 028 – A.V.
7. 23 REB 066 – J.D.

Motion carried unanimously.

Case Closings

MOTION: Elizabeth Lauer moved, seconded by Cathy Lacy, to close the following DLSC Cases for the reasons outlined below:

1. 20 REB 041 – T.S. – Prosecutorial Discretion (P1)
2. 21 REB 106 – K.R., F.R.E., D.S., C.M. – No Violation
3. 22 REB 013 – C.G., W.R. – No Violation

Motion carried unanimously.

Monitoring

***Jessica Bonilla, Real Estate Salesperson
Requesting Full Licensure***

MOTION: Thomas Richie moved, seconded by Cathy Lacy, to grant the request of Jessica Bonilla, Real Estate Salesperson for full licensure. Motion carried unanimously.

***Justin Hurd, Real Estate Broker
Requesting Full Licensure***

MOTION: Thomas Richie moved, seconded by Cathy Lacy, to grant the request of Justin Hurd, Real Estate Broker for full licensure. Motion carried unanimously.

***Joseph Risse, Real Estate Salesperson
Requesting Full Licensure***

MOTION: Thomas Richie moved, seconded by Cathy Lacy, to grant the request of Joseph Risse, Real Estate Salesperson for full licensure. Motion carried unanimously.

***Roman Sloan, Real Estate Salesperson
Requesting Full Licensure***

MOTION: Thomas Richie moved, seconded by Elizabeth Lauer, to grant the request of Roman Sloan, Real Estate Salesperson for full licensure. Motion carried unanimously.

***Crystal Tuescher-Croft, Real Estate Salesperson
Reinstatement Approval Request***

MOTION: Thomas Richie moved, seconded by Cathy Lacy, to grant the request of Crystal Tuescher-Croft, Real Estate Salesperson for Reinstatement Approval Request. Motion carried unanimously.

RECONVENE TO OPEN SESSION

MOTION: Elizabeth Lauer moved, seconded by Cathy Lacy, to reconvene into Open Session. Motion carried unanimously.

The Board reconvened into Open Session at 10:55 a.m.

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

MOTION: Elizabeth Lauer moved, seconded by Thomas Richie, 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: Jeffery Berry moved, seconded by Cathy Lacy, to adjourn the meeting. Motion carried unanimously.

The meeting adjourned at 10:57 a.m.

DRAFT

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

AGENDA REQUEST FORM

1) Name and title of person submitting the request: Dana Denny, Administrative Rules Coordinator		2) Date when request submitted: 8/07/2023 Items will be considered late if submitted after 12:00 p.m. on the deadline date which is 8 business days before the meeting	
3) Name of Board, Committee, Council, Sections: Real Estate Examining Board			
4) Meeting Date: 8/17/23	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 – Discussion and Consideration 1. Update: Preliminary Rule Draft 12 and 25, Relating to License Renewal and Education 2. Pending or Possible Rulemaking Projects a. Rule Project Chart	
7) Place Item in: <input checked="" type="checkbox"/> Open Session <input type="checkbox"/> Closed Session	8) Is an appearance before the Board being scheduled? <i>(If yes, please complete Appearance Request for Non-DSPS Staff)</i> <input type="checkbox"/> Yes <Appearance Name(s)> <input checked="" type="checkbox"/> No	9) Name of Case Advisor(s), if applicable: N/A	
10) Describe the issue and action that should be addressed: Attachments: Rule Project Chart (Board Rule projects can be Viewed Here if Needed: https://dsps.wi.gov/Pages/RulesStatutes/PendingRules.aspx)			
11) Authorization			
			8/7/23
Signature of person making this request			Date
Supervisor (Only required for post agenda deadline items)			Date
Executive Director signature (Indicates approval for post agenda deadline items)			Date
Directions for including supporting documents: 1. This form should be saved with any other documents submitted to the Agenda Items folders. 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.			

Real Estate Examining Board

REEB Rule Project Chart (updated 8/7/2023)

Clearinghouse Rule Number	Scope #	Scope Expiration	Code Chapter Affected	Relating clause	Current Step	Next Step
	078-22	03/19/2025	REEB 12 and 25	License Renewal and Continuing Education	Rule Drafting	Board Approval of Preliminary Rule Draft.
21-018	097-20	01/27/2023	REEB 12	Predetermination and Broker Requirements		Effective Date 09/01/23.

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 543-570 or
8 in an addendum per line 592), on the following terms:

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

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: _____
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 543-570 or in an addendum per line 592).**

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

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

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

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

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

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

EARNEST MONEY

55 **EARNEST MONEY**

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

57 If the 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 _____

110 _____

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 543-570 or in an addendum attached
257 per line 592. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
258 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
259 lender's appraiser access to the Property.

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

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

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

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

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

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

274 (1) signed by Buyer; or

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

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

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

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

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

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

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

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

291 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same
292 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

293 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
294 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
295 worthiness for Seller financing.

296 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after
 297 acceptance, Buyer shall deliver to Seller either:
 298 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
 299 the time of verification, sufficient funds to close; or
 300 (2) _____
 301 _____ [Specify documentation Buyer agrees to deliver to Seller].

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

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

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

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

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

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

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

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

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

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

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

328 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
 329 Buyer's property located at _____
 330 no later than _____ (the Deadline). If closing does not occur by the Deadline, this

331 Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification
 332 from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds
 333 to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or
 334 proof of bridge loan shall not extend the closing date for this Offer.

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

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

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

341 (3) Any of the following checked below:

342 Proof of bridge loan financing.

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

345 Other: _____

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

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

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

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

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

362 _____

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

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

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

366 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 543-570 or attach as an addendum per line 592.

431 **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

477 the Property.

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

482 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
483 this Offer at lines 543-570 or in an addendum attached per line 592, or lines 426-430 if the Property is leased. At time of
484 Buyer's occupancy, Property shall be in broom swept condition and free of all debris, refuse, and personal property except
485 for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given
486 subject to tenant's rights, if any.

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

490 If Buyer defaults, Seller may:

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

494 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

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

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

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

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

536 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
537 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
538 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.
539 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**
540 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
541 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
542 FIRPTA.

543 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
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571 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES**

Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 574-589.

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

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

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

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

579 Seller: (_____) _____ Buyer: (_____) _____

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

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

585 Address for Seller: _____

586 Address for Buyer: _____

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

588 Email Address for Seller: _____

589 Email Address for Buyer: _____

590 **PERSONAL DELIVERY/ACTUAL RECEIPT**

Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

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

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

594
595

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

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597
598
599
600

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

601
602
603

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

604
605

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

606 (X)

607 _____
Buyer's Signature ▲ Print Name Here ► Date ▲

608 (X)

609 _____
Buyer's Signature ▲ Print Name Here ► Date ▲

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

614 (X)

615 _____
Seller's Signature ▲ Print Name Here ► Date ▲

616 (X)

617 _____
Seller's Signature ▲ Print Name Here ► Date ▲

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

620 This Offer is rejected _____ This Offer is countered [See attached counter] _____
621 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

WB-12 FARM 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 _____,
5 _____

6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 759-779, or
7 attach as an addendum per line 801] in the _____ of _____,
8 County of _____ Wisconsin, 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 17-19), and the following additional items: _____
13 _____
14 _____

15 **NOTE: Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-14 and the following: _____
18 _____
19 _____

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

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

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

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 17-19 or at lines 759-779 or in an addendum per line 801). Address annual**
39 **and perennial crops, livestock, rented fixtures not owned by Seller, fixtures owned by Seller but which will not be included**
40 **in the purchase price (e.g., irrigation systems) and equipment which may be personal property but will be included in the**
41 **purchase price. Annual crops are not part of the purchase price unless otherwise agreed.**

42 **LEASED PROPERTY/CROP AGREEMENTS** If any part of the Property is currently subject to any lease(s), rental agreement(s),
43 crop lease(s) or crop agreement(s), and those rights extend beyond closing, Seller shall assign Seller's rights under said lease(s)
44 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE**
45 lease(s), rental agreement(s), crop lease(s) or crop agreement(s), if any, are _____
46 _____
47 _____

48 _____ Insert additional terms, if any, at lines 759-779 or attach as an addendum per line 801.

49 **CAUTION: If Seller or Seller's tenant occupies the Property after closing or retains ownership of or rights to crops (see**
50 **lines 42-48), consider an agreement regarding occupancy, escrow, insurance, utilities, maintenance, responsibility for and**
51 **rights to access and harvest unharvested crops, farm operations, government programs and responsibility for clearing**
52 **the Property of personal property and debris, etc.**

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

55 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

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

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

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

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

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

69 **EARNEST MONEY**

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

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

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

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

77 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
78 **attorney as lines 81-101 do not apply. If someone other than Buyer pays earnest money, consider a special**
79 **disbursement agreement.**

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

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

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

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

105 _____. If "Time is of the Essence" applies to a date or Deadline,
106 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
107 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

108 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property that includes one-to-four dwelling units
109 to provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never
110 been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example,
111 personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03.
112 The law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance
113 of the contract of sale . . . , to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer
114 who does not receive a . . . report within the 10 days may, within two business days after the end of that 10-day period, rescind
115 the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have

116 certain rescission rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days,
117 but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for additional
118 information regarding rescission rights.

119 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice
120 or knowledge of Conditions Affecting the Property or Transaction (lines 126-197) other than those identified in Seller's Real Estate
121 Condition Report dated _____, which was received by Buyer prior to Buyer signing this
122 Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and
123 _____
124 _____

125 _____ **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT** _____

126 "Conditions Affecting the Property or Transaction" are defined to include as follows. In this definition, "Property" includes: 1)
127 the land; 2) dwellings; 3) barns and outbuildings and 4) any other real or personal property included in the transaction.

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

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

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

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

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

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

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

144 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
145 substances on neighboring properties, including dumpsites on the property where pesticides, herbicides, fertilizer or other
146 toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
147 guidelines or other law regulating said disposal.

148 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
149 Property or in a well that serves the Property, including unsafe well water, or out-of-service wells and cisterns not
150 closed/abandoned according to applicable regulations.

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

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

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

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

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

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

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

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

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

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

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

182 t. No legal access to the Property; or boundary or lot line disputes, noncompliance with fence law (Wis. Stat. Ch. 90),
183 encroachments or encumbrances (including a joint driveway) affecting the Property.

184 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition, including livestock
185 siting violations (Wis. Admin. Code Ch. ATCP 51); or any insurance claims relating to damage to the Property within the
186 last five years.

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

189 w. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal, reptile, or
190 other insect infestations; or substantial crop damage from disease, insects, soil contamination, wildlife or other causes,
191 diseased trees, or substantial injuries or disease in livestock on the Property or neighboring properties.

192 x. Structure on the Property designated as an historic building; all or any part of the Property in an historic district; or one
193 or more burial sites on the Property.

194 y. Agreements binding subsequent owners such as a lease agreement or extension of credit from an electric cooperative.

195 z. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

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

198 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
199 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
200 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
201 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
202 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
203 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
204 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
205 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
206 payback obligation.

207 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
208 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
209 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
210 **continued after sale. The Parties agree this provision survives closing.**

211 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
212 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
213 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
214 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
215 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by
216 the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
217 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
218 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
219 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
220 and may result in the assessment of penalties. For more information call the local DNR forester or visit
221 <https://dnr.wi.gov/topic/forestry.html>.

222 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
223 would be generated from its rental for agricultural use rather than its fair market value. When a person converts
224 agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a
225 conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin
226 Department of Revenue's Equalization Bureau or visit <http://www.revenue.wi.gov/>.

227 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from
228 such an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
229 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management
230 or visit <http://www.datcp.state.wi.us/> for more information.

231 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
232 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to
233 plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as
234 well as certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground
235 cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state
236 Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

237 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance
238 with Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within

1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland zoning restrictions, if any.

FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.

CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.

■ **REVIEW OF RECORDS: CAUTION: If surveys, soil analysis, acreage calculations, government program contracts, operating records (including prior use of pesticides or herbicides), etc. are material to Buyer's decision to purchase, Buyer should consider using the Document Review Contingency on lines 253-274 or inserting a contingency for review of these records. See lines 759-779 or use an addendum per line 801.**

DOCUMENT REVIEW CONTINGENCY: This Offer is contingent upon Seller delivering the optional documents checked on lines 259-274 to Buyer within _____ days ("15" if left blank) after acceptance of this Offer: This contingency shall be deemed satisfied unless Buyer, within _____ days ("7" if left blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating that this contingency has not been satisfied. The notice shall identify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s). Buyer shall keep all information reviewed confidential until closing. If this Offer does not close Buyer shall promptly return all documents received from Seller. **CHECK ALL THAT APPLY:**

Documents evidencing that the sale of the Property has been properly authorized if Seller is a business or an entity.

An inventory of all equipment, appliances, fixtures, tools, supplies and other personal property included in this transaction which is consistent with representations made in this Offer.

Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the personal property and Property to be free and clear of all liens, other than liens to be released prior to or at closing.

Any available agricultural operational records including fertilizer, pesticide and herbicide application, handling and storage, and livestock waste storage and spreading.

Documentation/records confirming tillable land acreage, crop allocation, different crop bases, crop yields such as Farm Service Agency (FSA) reports.

Financial records including profit and loss statements, balance sheets, accounts payable and receivable, and records pertaining to any accrued or payable income, sales, payroll, unemployment, or Social Security taxes relative to the farm operations.

Municipal records, reports or other documentation confirming what development rights have been transferred or received under the applicable municipal Transfer of Development Rights (TDR) ordinances.

Any contracts, leases, permits, licenses, distributorships, or franchises relative to the farm operations.

Other _____

ZONING CLASSIFICATION CONFIRMATION: The Offer is contingent upon Buyer obtaining, at Buyer's expense, from municipal or county officials, verification of the Property's zoning and that the Property's zoning allows the following use:

_____. This contingency shall be deemed satisfied unless Buyer, within _____ days ("20" if left blank) after acceptance, delivers written notice to Seller, accompanied by a copy of the verification unacceptable to Buyer. Upon delivery of Buyer's notice, this Offer shall be null and void.

LAND USE APPROVAL/PERMITS: This Offer is contingent upon (Buyer)(Seller) ~~STRIKE ONE~~ ("Buyer" if neither is stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY** rezoning; conditional use permit; variance; building permit; occupancy permit; other _____ for the Property for its use as _____.

Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ ("Seller providing" if neither is stricken) a map of the Property dated subsequent to the date of acceptance of this Offer prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: _____

~~STRIKE AND COMPLETE AS APPLICABLE~~. Additional map features that may be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; easements or rights-of-way.

CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline.

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to
303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

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 Property, which does not include an appraisal or testing
307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or
309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
310 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
311 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

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

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

320 **WELL WATER TESTING CONTINGENCY:** This Offer is contingent upon Buyer receiving, no later than _____ days
321 (after acceptance)(prior to closing) **STRIKE ONE** ("prior to closing" if neither is stricken), a current written report from a state-certified
322 or other independent qualified lab that indicates that the well(s) is/are supplying water that is within the levels established by federal
323 or state laws or guidelines regulating public water systems for safe human consumption, relative to the following substances: bacteria
324 (total Coliform and E.coli), nitrate, arsenic and: _____

325 _____, (Note: If desired by Buyer or required by Buyer's lender, insert other substances that may affect drinking water
326 safety such as atrazine, pesticides, lead, nitrite, copper, radium, radon, etc., or that may affect water aesthetics, such as iron, sulfur
327 bacteria, etc. See the DNR Web site at <http://dnr.wi.gov/topic/Wells/waterQuality.html> for information).

328 (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for obtaining the report(s), including all costs. All
329 water samples used for testing shall be taken after binding acceptance of this Offer by a licensed plumber or other independent,
330 qualified person.

331 Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

332 **See lines 400-419 regarding Contingency satisfaction and the Right to Cure.**

333 **WELL SYSTEM(S) INSPECTION CONTINGENCY:** This Offer is contingent upon Buyer receiving, no later than _____
334 days (after acceptance)(prior to closing)) **STRIKE ONE** ("prior to closing" if neither is stricken), a current written Property Transfer
335 Well(s) and Pressure System(s) Inspection report from a licensed well driller or a licensed pump installer competent to inspect well
336 systems, which indicates that the _____

337 [if multiple wells, state number of wells, location(s) and type of well(s), e.g., point driven, number of wells, etc., if known] well(s) and
338 pressure system(s) complies with code. (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for obtaining
339 the report(s), including all costs.

340 **CHECK IF APPLICABLE** The Party ordering the inspection shall request that well capacity/water yield information be
341 provided, in writing, along with the Property Transfer Well(s) and Pressure System(s) Inspection results form.

342 **If the well is inspected, the Well Water Testing Contingency at lines 320-332 is automatically included in this Offer.**

343 See <https://dnr.wi.gov/files/pdf/pubs/dg/DG0091.pdf> for well inspection and water testing information.

344 Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

345 **See lines 400-419 regarding Contingency satisfaction and the Right to Cure.**

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

351 **PRIVATE SANITARY SYSTEM(S) (POWTS) INSPECTION CONTINGENCY:** This Offer is contingent upon Buyer receiving,
352 no later than _____ days (after acceptance)(prior to closing) **STRIKE ONE** ("prior to closing" if neither is stricken), a current
353 written report from a county sanitarian, licensed master plumber, licensed master plumber-restricted service, licensed plumbing
354 designer, registered engineer, certified POWTS inspector, certified septage operator, and/or a certified soil tester, which indicates
355 that the POWTS conforms to the code in effect when the POWTS was installed, and is not disapproved for current use (is
356 hydraulically functional and structurally sound).

357 **NOTE: This may include a records review to confirm installation date and specifications observed by the installer.**

358 **Different professionals may be needed to inspect different system components. This contingency does not**
359 **authorize soil testing.**

360 See <https://dsps.wi.gov/Documents/Programs/POWTS/GrassGreener.pdf> for additional POWTS information.

361 If required by the inspector, the POWTS is to be pumped at time of inspection.

362 (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for obtaining the report(s), pumping POWTS if
363 required by inspector, and for all costs associated with POWTS inspection.

364 Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

365 **See lines 400-419 regarding Contingency satisfaction and the Right to Cure.**

366 **Buyer is advised to check with the county and local municipality for additional POWTS requirements.**

367 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent
368 environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property) (see lines 382-
369 399), that Buyer shall receive no later than _____ days (after acceptance) (prior to closing) **STRIKE ONE** ("prior to closing" if
370 neither is stricken) at (Buyer's) (Seller's) expense **STRIKE ONE** ("Buyer's" if neither is stricken), which discloses no Defects.

371 **NOTE: "Defect" as defined on lines 663-665 means a condition that would have a significant adverse effect on the**
372 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
373 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
374 **of the premises.**

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

380 Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

381 **See lines 400-419 regarding Contingency satisfaction and the Right to Cure.**

382 **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment")
383 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the
384 Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the
385 visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of
386 environmental licenses, permits or orders issued with respect to the Property; (5) an evaluation of results of any
387 environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property
388 is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
389 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the
390 DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites
391 Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site
392 Assessment performed under this Offer shall comply with generally recognized industry standards (e.g., current American
393 Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines,
394 as applicable.

395 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the**
396 **soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required,**
397 **insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site**
398 **Assessment (evaluation of remediation alternatives) or other site evaluation at lines 759-779 or attach as an**
399 **addendum per line 801.**

400 **CONTINGENCY SATISFACTION / RIGHT TO CURE:** Each contingency selected above [Well Water Testing, Well System(s)
401 Inspection, Private Sanitary System(s) (POWTS) Inspection, and Environmental Evaluation, on lines 320-381] shall be deemed
402 satisfied unless Buyer, within 5 days of the deadline for delivery or receipt of the respective applicable report(s), delivers to Seller a
403 copy of the written inspection/testing report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer
404 objects or stating why the report(s) do(es) not satisfy the standard set forth in the contingency(ies) selected (Notice of Defects).

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

406 **RIGHT TO CURE:** If Seller has the right to cure, Seller may satisfy this contingency by:

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

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

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

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

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

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

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

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

416 This Offer shall be null and void if Buyer delivers notice to Seller, within 5 days of the deadline for delivery of the report(s), stating
417 Seller failed to deliver report(s) by the respective stated deadline [if Seller was responsible to provide the report(s)].

418 A POWTS Defect may be cured only by repairing the current POWTS or by replacing the current POWTS with the same type of
419 system which meets the standard stated above, unless otherwise agreed to by the Parties in writing.

420 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).
421 (1) This Offer is contingent upon a Wisconsin registered or Wisconsin licensed home inspector performing a home inspection
422 of the Property after the date on line 1 of this Offer that discloses no Defects.
423 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
424 inspection of _____
425 _____ (list any Property component(s)
426 to be separately inspected, e.g., swimming pool, roof, foundation, chimney, etc.) which discloses no Defects.
427 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
428 they occur prior to the Deadline specified at line 433. Inspection(s) shall be performed by a qualified independent
429 inspector or independent qualified third party.
430 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).
431 **CAUTION: Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as**
432 **well as any follow-up inspection(s).**

433 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
434 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
435 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

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

439 **NOTE: "Defect" as defined on lines 663-665 means a condition that would have a significant adverse effect on the**
440 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
441 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
442 **of the premises.**

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

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

- 445 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
446 stating Seller's election to cure Defects;
447 (2) curing the Defects in a good and workmanlike manner; and
448 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

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

- 450 (1) Seller does not have the right to cure; or
451 (2) Seller has the right to cure but:
452 (a) Seller delivers written notice that Seller will not cure; or
453 (b) Seller does not timely deliver the written notice of election to cure.

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

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

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

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

- 464 (1) delivering a written notice of Seller's election to cure within 10 days after delivery of Buyer's notice; and,
465 (2) installing a radon mitigation system in conformance with EPA standards in a good and workmanlike manner and by
466 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
467 no later than three days prior to closing.

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

- 469 (1) Seller does not have the right to cure; or
470 (2) Seller has the right to cure but:
471 (a) Seller delivers written notice that Seller will not cure; or
472 (b) Seller does not timely deliver the notice of election to cure.

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

474 **IF LINE 475 IS NOT MARKED OR IS MARKED N/A LINES 523-534 APPLY.**

475 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
476 _____ [loan type or specific lender, if any] first mortgage loan commitment as described
477 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than
478 \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial
479 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's

480 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
481 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
482 to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan
483 sources or obtaining a construction loan or land contract financing, describe at lines 759-779 or in an addendum attached
484 per line 801. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
485 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
486 lender's appraiser access to the Property.

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

490 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 491 or 492.**

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

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

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

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

501 (1) signed by Buyer; or

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

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

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

508 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 477.
509 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
510 written loan commitment from Buyer.

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

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

516 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 511-514; or

517 (2) the Deadline for delivery of the loan commitment on line 477 to deliver to Buyer written notice of Seller's decision to
518 finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain
519 in full force and effect, with the time for closing extended accordingly.

520 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
521 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
522 worthiness for Seller financing.

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

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

527 (2) _____
528 _____ [Specify documentation Buyer agrees to deliver to Seller].

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

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

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

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

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

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

- 549 (1) Seller does not have the right to cure; or
- 550 (2) Seller has the right to cure but:
 - 551 (a) Seller delivers written notice that Seller will not adjust the purchase price; or
 - 552 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
553 report.

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

555 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's
556 property located at _____ no later than
557 _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall become null and void
558 unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a financial institution or third party in
559 control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close or proof of bridge loan financing, along
560 with a written notice waiving this contingency. Delivery of verification or proof of bridge loan shall not extend the closing date for this
561 Offer.

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

- 565 (1) Written waiver of the Closing of Buyer's Property Contingency if line 555 is marked;
- 566 (2) Written waiver of _____
567 _____ (name other contingencies, if any); and
- 568 (3) Any of the following checked below:
 - 569 Proof of bridge loan financing.
 - 570 Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide Seller with
571 reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

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

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

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

584 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
585 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

586 Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA:
587 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
588 taxes are defined as general property taxes after state tax credits and lottery credits are deducted. NOTE: THIS CHOICE
589 APPLIES IF NO BOX IS CHECKED.
590 Current assessment times current mill rate (current means as of the date of closing).
591 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
592 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).
593 _____.

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

598 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
599 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

600 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
601 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
602 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

603 **TITLE EVIDENCE**

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

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

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

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

621 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
622 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
623 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
624 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
625 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 632-
626 639).

627 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
628 or Buyer not more than _____ days after acceptance ("15" if left blank)
629 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable
630 per lines 604-612, subject only to liens which will be paid out of the proceeds of closing and standard title insurance
631 requirements and exceptions, as appropriate.

632 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
633 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
634 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
635 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
636 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
637 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
638 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
639 extinguish Seller's obligations to give merchantable title to Buyer.

640 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
641 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
642 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
643 describing the planned improvements and the assessment of benefits.

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

650 **DEFINITIONS**

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

654 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
655 registered mail or make regular deliveries on that day.

656 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
657 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
658 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
659 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
660 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by

661 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
662 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

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

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

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

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

669 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
670 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.

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

674 **CAUTION: Buyer should verify land and building dimensions, the total square footage formula, total square
675 footage/acreage figures, allocation of acreage information, and land dimensions, if material.**

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

683 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier of
684 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 ordinary wear
685 and tear and changes agreed upon by Parties.

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

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

699 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
700 this Offer at lines 759-779 or in an addendum attached per line 801, or lines 42-48 if the Property is leased. At time of
701 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
702 to current tenants or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

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

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

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

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

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

718 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES
719 SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**

720 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
721 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
722 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

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

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

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

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

738 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
739 condition report incorporated in this Offer per line 121, or (2) no later than 10 days after acceptance, Seller delivers notice
740 to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 746-748 apply.

741 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
742 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
743 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
744 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
745 Offer and proceed under lines 710-717.

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

749 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
750 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRS
751 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
752 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
753 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
754 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

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

759 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
760 _____
761 _____
762 _____
763 _____
764 _____
765 _____
766 _____
767 _____
768 _____
769 _____
770 _____
771 _____
772 _____
773 _____
774 _____
775 _____
776 _____
777 _____
778 _____
779 _____

780 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
781 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
782 783-798.

783 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
784 line 785 or 786.

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

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

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

788 Seller: (_____) _____ Buyer: (_____) _____

789 (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
790 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
791 line 794 or 795.

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

794 Address for Seller: _____

795 Address for Buyer: _____

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

797 Email Address for Seller: _____

798 Email Address for Buyer: _____

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

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

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

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

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

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

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

815 Buyer Entity Name (if any): _____

816 (x) _____
817 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

818 (x) _____
819 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

820 Buyer Entity Name (if any): _____

821 (x) _____
822 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

823 (x) _____
824 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

825 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
826 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**

827 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
828 **COPY OF THIS OFFER.**

829 Seller Entity Name (if any): _____

830 (x) _____
831 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

832 (x) _____
833 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

834 Seller Entity Name (if any): _____

835 (x) _____
836 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

837 (x) _____
838 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

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

841 This Offer is rejected _____ This Offer is countered [See attached counter] _____
842 Seller Initials▲ Date▲ Seller Initials▲ Date▲

WB-13 VACANT LAND 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 _____

5
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-658, or attach
7 as an addendum per line 680] in the _____ of _____, County
8 of _____ Wisconsin, on the following terms:

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

10
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 17-18), and the following additional items: _____

13
14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included
15 or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following: _____

18
19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented
20 and will continue to be owned by the lessor.**

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations
25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-658 or in
27 an addendum per line 680.**

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

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

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

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

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

36 **CLOSING** This transaction is to be closed on _____

37
38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

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

44 **EARNEST MONEY**

45 ■ EARNEST MONEY of \$ _____ accompanies this Offer.
46 If the Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

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

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____)
50 _____) **STRIKE THOSE NOT APPLICABLE**

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

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an
53 attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special
54 disbursement agreement.**

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

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

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

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

80 _____. If "Time is of the Essence" applies to a date or Deadline,
 81 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
 82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
 84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
 85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who
 86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02
 87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to
 88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report
 89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by
 90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if
 91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
 92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
 93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
 95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
 96 Seller's Vacant Land Disclosure Report dated _____, which was received by Buyer prior to Buyer
 97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
 98 and _____

99 _____
 100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

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

- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
- 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
 104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
 106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
 107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
 108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
- 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
 110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
 111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
 112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
 113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
- 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
- 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.
- 121 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
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
126 system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.

179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
181 lease agreement or an extension of credit from an electric cooperative.

182 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
190 payback obligation.

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
194 **continued after sale. The Parties agree this provision survives closing.**

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
205 <https://dnr.wisconsin.gov/topic/forestry>.

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
210 Equalization Bureau or visit <http://www.revenue.wi.gov/>.

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
220 Agency office or visit <http://www.fsa.usda.gov/>.

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 680).

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: _____
252 _____

253 _____ **[insert proposed use**
254 **and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to**
255 **purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].**

256 **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 251-255.

258 **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
260 development.

261 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 **CHECK**
266 **ALL THAT APPLY:** conventional in-ground; mound; at grade; in-ground pressure distribution; holding
267 tank; other: _____.

268 **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271 **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
273 related to Buyer's proposed use: _____
274 _____.

275 **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
276 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:**

277 electricity _____; gas _____; sewer _____;
278 water _____; telephone _____; cable _____;
279 other _____.

280 **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
281 roads.

282 **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY** rezoning; conditional use permit;
284 variance; other _____ for the Property for its proposed use described at lines 251-255.

285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **STRIKE ONE**
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: _____
293 _____.

294 _____ **STRIKE AND COMPLETE AS APPLICABLE.** Additional map features that may
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
298 **to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

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 Property, which does not include an appraisal or testing
307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or
309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
310 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
311 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

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

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

320 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
322 on line 1 of this Offer that discloses no Defects.

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

325 _____ (list any Property component(s)
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

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

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

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

333 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
334 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
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

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

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**
340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
342 **of the premises.**

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

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

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

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

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

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

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

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

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

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

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described

357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial

359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's

360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees

362 to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan

363 sources or obtaining a construction loan or land contract financing, describe at lines 650-658 or in an addendum attached
364 per line 680. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
366 lender's appraiser access to the Property.

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

370 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

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

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

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

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

381 (1) signed by Buyer; or,

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

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

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

388 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357.
389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
390 written loan commitment from Buyer.

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

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

396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or

397 (2) the Deadline for delivery of the loan commitment on line 357,

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same
399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
402 worthiness for Seller financing.

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

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

407 (2) _____
408 _____ [Specify documentation Buyer agrees to deliver to Seller].

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

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

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

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

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
424 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

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

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

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

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

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

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

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

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

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

445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

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

447
448 (3) Any of the following checked below:

449 Proof of bridge loan financing.

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

452 Other: _____

453 _____

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

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

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time
464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if neither is
465 stricken).

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

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

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

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

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

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

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

478 _____

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

483 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
484 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

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

488 **TITLE EVIDENCE**

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

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

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

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

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
507 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
513 or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more
514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
517 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
518 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
527 describing the planned improvements and the assessment of benefits.

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

534 **LEASED PROPERTY**

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

538 _____ . Insert additional terms, if any, at lines 650-658 or attach as an addendum per line 680.

539 **DEFINITIONS**

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

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

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

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

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

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

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

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
560 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.

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

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land**
565 **dimensions, if material.**

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

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
574 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
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 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
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property.

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

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 650-658 or in an addendum attached per line 680, or lines 534-538 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

597 If Buyer defaults, Seller may:

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

601 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
636 Offer and proceed under lines 601-608.

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

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

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

650 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
651 _____
652 _____
653 _____
654 _____
655 _____
656 _____
657 _____
658 _____

659 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
660 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
661 662-677.

662 **(1) Personal:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
663 line 664 or 665.

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

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

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

667 Seller: (_____) Buyer: (_____)

668 (3) **Commercial:** depositing the document or written notice, fees prepaid or charged to an account, with a commercial
669 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
670 line 673 or 674.

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

673 Address for Seller: _____

674 Address for Buyer: _____

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

676 Email Address for Seller: _____

677 Email Address for Buyer: _____

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

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

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

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

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

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

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

694 (x) _____
695 Buyer's Signature ▲ Print Name Here ► Date ▲

696 (x) _____
697 Buyer's Signature ▲ Print Name Here ► Date ▲

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

702 (x) _____
703 Seller's Signature ▲ Print Name Here ► Date ▲

704 (x) _____
705 Seller's Signature ▲ Print Name Here ► Date ▲

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

708 This Offer is rejected _____ This Offer is countered [See attached counter] _____
709 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 682-712 or attach as an addendum per line 734), 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 682-712 or in an addendum per line 734).**

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 _____.

54 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 the 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 last 2 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 as a
177 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 _____

237

238

INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT

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 682-712 or in an addendum attached
 388 per line 734. 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 682-712 or attach as an addendum per line 734.

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 682-712 or in an addendum attached per line 734, 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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713 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
714 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
715 716-731.

716 **(1) Personal:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
717 line 718 or 719.

718 Name of Seller's recipient for delivery, if any: _____
 719 Name of Buyer's recipient for delivery, if any: _____
 720 (2) **Fax:** fax transmission of the document or written notice to the following number:
 721 Seller: (_____) Buyer: (_____)
 722 (3) **Commercial:** depositing the document or written notice, fees prepaid or charged to an account, with a commercial
 723 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
 724 line 727 or 728.
 725 (4) **U.S. Mail:** depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
 726 Party, or to the Party's recipient for delivery, for delivery to the Party's address.
 727 Address for Seller: _____
 728 Address for Buyer: _____
 729 (5) **Email:** electronically transmitting the document or written notice to the email address.
 730 Email Address for Seller: _____
 731 Email Address for Buyer: _____

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

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

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

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

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

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

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

748 (x) _____
 749 Buyer's Signature ▲ Print Name Here ► Date ▲

750 (x) _____
 751 Buyer's Signature ▲ Print Name Here ► Date ▲

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

756 (x) _____
 757 Seller's Signature ▲ Print Name Here ► Date ▲

758 (x) _____
 759 Seller's Signature ▲ Print Name Here ► Date ▲

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

762 This Offer is rejected _____ This Offer is countered [See attached counter] _____
 763 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

WB-15 COMMERCIAL 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 _____

5 _____
6 _____ [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 620-
7 642, or attach as an addendum per line 668] in the _____ of _____, County
8 of _____ Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is _____ 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 All personal property included in purchase price will be transferred by bill of sale or _____

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 12-15) and the following: _____

21 _____
22 _____
23 _____

24 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-
25 34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.**

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

35 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.**

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

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

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

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

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

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

52 **EARNEST MONEY**

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

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

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

57 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as
58 _____) **STRIKE THOSE NOT APPLICABLE**

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

60 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
61 **attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special**
62 **disbursement agreement.**

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

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

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

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

88 _____ . If "Time is of the Essence" applies to a date or Deadline,
89 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
90 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

91 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
92 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in
93 Seller's disclosure report dated _____ and a Real Estate Condition Report, if applicable, dated
94 _____, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this
95 offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and _____

96 _____
97 _____

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

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

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

- 105 a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and
106 bulges), basement or other walls.
- 107 b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells,
108 fire safety, security or lighting.
- 109 c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving
110 the Property or any Defect related to a joint well serving the Property.
- 111 d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.
- 112 e. Defects in septic system or other private sanitary disposal system on or serving the Property or any out-of-service
113 septic system serving the Property not closed or abandoned according to applicable regulations.
- 114 f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or
115 combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously
116 on the Property; LP tanks on the Property or any defects in such LP tanks.
- 117 g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,

- 118 presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially
119 hazardous or toxic substances on the Property.
- 120 h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 121 i. Zoning or building code violations, any land division involving the Property for which required state or local permits had
122 not been obtained, nonconforming structures or uses, conservation easements.
- 123 j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority
124 to impose assessments against the real property located within the district.
- 125 k. Proposed, planned or commenced construction of public improvements which may result in special assessments or
126 otherwise materially affect the Property or the present use of the Property.
- 127 l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to
128 correct building code violations.
- 129 m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 130 n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 131 o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating
132 from neighboring property.
- 133 p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or
134 insect infestations.
- 135 q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal
136 regulations.
- 137 r. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources
138 related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain
139 measures related to shoreland conditions and which is enforceable by the county.
- 140 s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private
141 rights-of-way and private easements, other than recorded utility easements; lack of legal access or access restrictions;
142 restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or
143 leased parking.
- 144 t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.
- 145 u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
146 Property.
- 147 v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or
148 burial sites or archeological artifacts on the Property.
- 149 w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
150 charge or the payment of a use-value conversion charge has been deferred.
- 151 x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a
152 farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. §
153 710.12), Conservation Reserve or a comparable program.
- 154 y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement
155 affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric
156 operator.
- 157 z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
158 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
159 similar group of which the Property owner is a member.
- 160 aa. Government investigation or private assessment/audit of environmental matters conducted.
- 161 bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous
162 or toxic substances on neighboring properties.
- 163 cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a
164 pending property reassessment, remodeling that may increase the property's assessed value, or pending special
165 assessments.
- 166 dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from
167 an electric cooperative.
- 168 ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or
169 additions to the Property that were made during the owner's period of ownership without the required permits.
- 170 ff. Rented items located on the Property or items affixed to or closely associated with the Property.
- 171 gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 172 hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive
173 sliding, settling, earth movement or upheavals.

174 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
175 documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on
176 lines 185-197 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
177 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
178 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
179 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
180 checked at lines 185-197.

181 **Proposed Use:** Buyer is purchasing the Property for the purpose of: _____
182 _____

183 _____ **[insert proposed use and type and**
184 **size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].**

185 **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
186 181-183.

187 **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
188 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
189 significantly delay or increase the costs of the proposed use or development identified at lines 181-183.

190 **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or
191 the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for
192 the following items related to Buyer's proposed use: _____

193 _____ or delivering written notice
194 to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the
195 cost of Buyer's proposed use described at lines 181-183.

196 **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
197 roads.

198 **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither
199 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY:** rezoning; conditional use permit;
200 variance; other _____ for the Property for its proposed use described at lines 181-183.
201 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
202 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

203 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
204 providing" if neither is stricken) a _____ survey
205 (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and
206 prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's)
207 (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
208 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible
209 encroachments upon the Property, the location of improvements, if any, and: _____

210 _____
211 **STRIKE AND COMPLETE AS APPLICABLE** Additional map features which may be added include, but are not limited to:
212 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
213 footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any
214 required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title
215 policy.

216 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
217 **to obtain the map when setting the deadline.**

218 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
219 to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially
220 inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence
221 of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of
222 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to
223 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
224 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

225 **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to
226 Buyer within _____ days ("30" if left blank) after acceptance: **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**

- 227 Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity.
- 228 A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which
229 is consistent with representations made prior to and in this Offer.
- 230 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property
231 to be free and clear of all liens, other than liens to be released prior to or at closing.
- 232 Rent roll.
- 233 Other _____

234 _____

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

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

242 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within ____ days (“5” if left
243 blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not
244 been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
245 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

246 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent
247 environmental consultant of Buyer’s choice conducting an Environmental Site Assessment of the Property (see lines 274-
248 291), at (Buyer’s) (Seller’s) expense **STRIKE ONE** (“Buyer’s” if neither is stricken), which discloses no Defects.

249 **NOTE: “Defect” as defined on lines 523-525 means a condition that would have a significant adverse effect on the**
250 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
251 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
252 **of the premises.**

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

258 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within ____ days (“30” if
259 left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice
260 listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

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

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

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

- 264 (1) delivering written notice to Buyer within ____ (“10” if left blank) days after Buyer’s delivery of the Notice of
265 Defects stating Seller’s election to cure Defects;
266 (2) curing the Defects in a good and workmanlike manner; and
267 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

268 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site
269 Assessment report and:

270 (1) Seller does not have a right to cure; or

271 (2) Seller has a right to cure but:

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

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

274 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An “Environmental Site Assessment” (also known as a “Phase I Site Assessment”)
275 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the
276 Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the
277 visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of
278 environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any
279 environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property
280 is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
281 including the National Priorities List, the Department of Nature Resources’ (DNR) Registry of Waste Disposal Sites, the
282 DNR’s Contaminated Lands Environmental Action Network, and the DNR’s Remediation and Redevelopment (RR) Sites
283 Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site
284 Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American
285 Society of Testing and Materials “Standard Practice for Environmental Site Assessments”), and state and federal guidelines,
286 as applicable.

287 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the**
288 **soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required,**
289 **insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site**
290 **Assessment (evaluation of remediation alternatives) or other site evaluation at lines 620-642 or attach as an**
291 **addendum per line 668.**

292 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
293 part of this Offer. An “inspection” is defined as an observation of the Property, which does not include an appraisal or testing
294 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
295 source, which are hereby authorized. A “test” is defined as the taking of samples of materials such as soils, water, air or

296 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
297 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
298 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
299 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

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

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

307 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 292-306).

308 (1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which
309 discloses no Defects.

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

312 _____
313 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects.

314 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection,
315 provided they occur prior to the Deadline specified at line 320. Each inspection shall be performed by a qualified
316 independent inspector or independent qualified third party.

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

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

320 This contingency shall be deemed satisfied unless Buyer, within _____ days ("20" if left blank) after acceptance, delivers
321 to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s)
322 identified in the inspection report(s) to which Buyer objects (Notice of Defects).

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

324 For the purpose of this contingency, Defects do not include conditions the nature and extent of which Buyer had actual
325 knowledge or written notice before signing the Offer.

326 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**
327 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
328 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
329 **of the premises.**

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

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

332 (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to
333 cure Defects;

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

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

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

337 (1) Seller does not have a right to cure; or

338 (2) Seller has a right to cure but:

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

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

341 **IF LINE 342 IS NOT MARKED OR IS MARKED N/A LINES 392-403 APPLY.**

342 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
343 _____ [loan type or specific lender, if any] first mortgage loan commitment as described

344 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than
345 \$ _____ for a term of not less than _____ years, amortized over not less than _____ years.

346 Initial monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's

347 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
348 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees

349 to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan
350 sources or obtaining a construction loan or land contract financing, describe at lines 620-642 or in an addendum attached

351 per line 668. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
352 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow

353 lender's appraiser access to the Property.

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

357 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 358 or 359.**358 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.359 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
360 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
361 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.362 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
363 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.364 **NOTE: If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a
365 contingency for that purpose.**366 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
367 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.368 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
369 (even if subject to conditions) that is:

370 (1) signed by Buyer; or

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

372 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
373 this contingency.374 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to
375 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment
376 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**377 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 344.
378 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
379 written loan commitment from Buyer.380 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
381 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
382 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
383 unavailability.384 **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

385 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or

386 (2) the Deadline for delivery of the loan commitment set on line 344

387 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same
388 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.389 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
390 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
391 worthiness for Seller financing.392 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after
393 acceptance, Buyer shall deliver to Seller either:394 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
395 the time of verification, sufficient funds to close; or396 (2) _____
397 _____ [Specify documentation Buyer agrees to deliver to Seller].398 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
399 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
400 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
401 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
402 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
403 access for an appraisal constitute a financing commitment contingency.404 **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
405 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
406 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
407 the agreed upon purchase price.408 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
409 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
410 to the appraised value.411 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.412 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
413 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal
414 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
415 by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

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

- 418 (1) Seller does not have the right to cure; or
- 419 (2) Seller has the right to cure but:
 - 420 (a) Seller delivers written notice that Seller will not adjust the purchase price; or
 - 421 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
422 report.

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

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

434 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
435 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

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

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

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

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

443 _____

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

448 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
449 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
450 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
451 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
452 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

453 **TITLE EVIDENCE**

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

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

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

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

472 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
473 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
474 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
475 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or

476 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 482-
477 489).

478 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
479 or Buyer not more than _____ days ("15" if left blank) after acceptance showing title to the Property as of a date
480 no more than 15 days before delivery of such title evidence to be merchantable per lines 454-464, subject only to liens
481 which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

482 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
483 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
484 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
485 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
486 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
487 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall
488 be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable
489 title to Buyer.

490 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
491 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
492 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
493 describing the planned improvements and the assessment of benefits.

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

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

503 _____
504 _____ . Insert additional terms, if any, at lines 620-642 or attach as an addendum per line 668.

505 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days ("7" if left blank) before closing, estoppel
506 letters dated within _____ days ("15" if left blank) before closing, from each non-residential tenant, confirming the lease term,
507 rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease
508 or tenancy.

509 **DEFINITIONS**

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

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

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

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

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

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

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

529 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
530 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.

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

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

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

543 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
544 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
545 ordinary wear and tear and changes agreed upon by Parties.

546 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
547 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
548 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
549 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
550 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
551 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
552 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
553 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
554 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
555 the Property.

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

560 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
561 this Offer at lines 620-642 or in an addendum attached per line 668. At time of Buyer's occupancy, Property shall be in
562 broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current
563 tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

567 If Buyer defaults, Seller may:

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

571 If Seller defaults, Buyer may:

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

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

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

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

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

590 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
591 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
592 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
593 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign

594 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
595 amount of any liability assumed by Buyer.

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

599 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
600 condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers
601 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

602 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
603 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
604 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
605 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
606 Offer and proceed under lines 571-578.

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

610 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
611 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §
612 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
613 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
614 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
615 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

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

620 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____

621 _____
622 _____
623 _____
624 _____
625 _____
626 _____
627 _____
628 _____
629 _____
630 _____
631 _____
632 _____
633 _____
634 _____
635 _____
636 _____
637 _____
638 _____
639 _____
640 _____
641 _____
642 _____

643 **TAX DEFERRED EXCHANGE** If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange
644 of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The
645 exchangor shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a
646 result of the exchange.

647 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
648 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
649 650-665.

650 **(1) Personal:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
651 652 or 653.

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

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

654 (2) **Fax:** fax transmission of the document or written notice to the following number:
 655 Seller: (_____) Buyer: (_____) _____
 656 (3) **Commercial:** depositing the document or written notice, fees prepaid or charged to an account, with a
 657 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's
 658 address at line 661 or 662.
 659 (4) **U.S. Mail:** depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
 660 Party, or to the Party's recipient for delivery, for delivery to the Party's address.
 661 Address for Seller: _____
 662 Address for Buyer: _____
 663 (5) **Email:** electronically transmitting the document or written notice to the email address.
 664 Email Address for Seller: _____
 665 Email Address for Buyer: _____
 666 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
 667 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.
 668 **ADDENDA:** The attached _____ is/are made part of this Offer.
 669 This Offer was drafted by [Licensee and Firm] _____

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

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

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

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

682 Buyer Entity Name (if any): _____
 683 (x) _____
 684 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

685 (x) _____
 686 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲
 687

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

692 Seller Entity Name (if any): _____
 693 (x) _____
 694 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

695 (x) _____
 696 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

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

699 This Offer is rejected _____ This Offer is countered [See attached counter] _____
 700 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

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

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 (if entity, include type and state of organization), _____
4 _____

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

8 Type of Business Entity (e.g., corporation, LLC, partnership, sole proprietorship, etc.): _____
9 _____

10 Business Description: _____
11 _____

12 _____ (Lines 6-12 hereinafter referred to as the "Business"). Insert additional
13 description, if any, at lines 910-952 or attach as an addendum per line 909. The terms of Buyer's offer are as follows:

14 **PURCHASE PRICE** The purchase price is _____ Dollars (\$ _____).
15 _____

16 **INCLUDED IN PURCHASE PRICE** The purchase price includes an interest in the Real Estate and the Other Assets of the
17 Business, described as follows:

18 ■ **INTEREST IN REAL ESTATE:** The Real Estate is the property known as _____
19 _____

20 _____ [e.g., Street Address, Parcel Number(s), legal description, or insert additional description,
21 if any, at lines 910-952, or attach as an addendum per line 909] in the _____ of
22 _____, County of _____ Wisconsin.

23 The Real Estate is owned by: _____
24 _____

25 The Real Estate is leased to: _____
26 _____ (see lines 303-330).

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

29 Insert any additional description of the type of Real Estate interest, at lines 910-952 or attach as an addendum per line 909.

30 ■ **OTHER ASSETS OF THE BUSINESS:** The Other Assets of the Business include all goodwill, stock-in-trade, Business
31 Personal Property, Fixtures on the Real Estate as of the date stated on line 1 of this Offer (unless excluded at lines 61-63),
32 and the following additional property (consider work in process, or accounts receivable, if applicable): _____
33 _____
34 _____

35 **STRIKE AND COMPLETE AS APPLICABLE** (the interest in Real Estate described above on lines 19-30 together with the
36 Other Assets of the Business described on lines 31-35, are hereinafter collectively referred to as the "Assets").

37 "Business Personal Property" is defined as all tangible and intangible personal property and rights in personal property
38 owned by Seller and used in the Business as of the date on line 1 of this Offer, including, but not limited to, furniture, trade
39 fixtures and equipment, tools used in business, telephone numbers and listings if transferable, customer lists, trade names,
40 intellectual property, Internet domain names, digital media, digital marketing, databases, business records, supplies, leases,
41 advance lease deposits, customer deposits, signs, all other personal property used in Business, and if transferable, all
42 permits, special licenses and franchises, except those assets disposed of in the ordinary course of business or as permitted
43 by this Offer.

44 **CAUTION: Identify on lines 59-61 Business Personal Property not included in the purchase price or not exclusively
45 owned by Seller, such as licensed or rented personal property, tenants' personal property and tenants' trade
46 fixtures.**

47 Seller shall convey Business Personal Property and any other personal property by Bill of Sale or _____
48 _____, free and clear of all liens and encumbrances
49 except _____

50 For the items below, the purchase price shall be based on the following terms: _____
51 (a) Stock-in-trade _____
52 _____
53 _____

54 (b) Other (e.g., work in process) _____
55 _____

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

NOT INCLUDED IN PURCHASE PRICE The purchase price does not include Seller's personal property (unless included at lines 17-57) and the following: _____

CAUTION: Identify trade fixtures owned by tenant, if applicable, Business Personal Property, and Fixtures that are on the Real Estate to be excluded by Seller or which are rented and will continue to be owned by the lessor (see lines 37-43 and 65-75).

"Fixture" is an item of property that is on the Real Estate on the date stated on line 1 of this Offer, which is physically attached to or so closely associated with land and improvements so as to be treated as part of the Real Estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; overhead door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Real Estate.

CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 59-61.

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

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

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

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

CLOSING Legal possession of the Assets shall be delivered to Buyer at the time of closing. This transaction is to be closed on _____

_____ at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

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

EARNEST MONEY

■ EARNEST MONEY of \$ _____ accompanies this Offer.

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

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

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

NOT APPLICABLE (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an attorney as lines 104-125 do not apply. If someone other than Buyer pays earnest money, consider a special disbursement agreement.

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

■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4) upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the earnest money any costs and reasonable attorneys' fees, in an amount up to \$1,000 but no more than one-half of the earnest money, prior to disbursement.

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

117 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
118 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
119 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
120 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
121 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
122 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
123 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
124 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
125 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

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

129 _____. If "Time is of the Essence" applies to a date or Deadline,
130 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
131 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

132 **ASSETS CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
133 notice or knowledge of Conditions Affecting the Business, Assets or Transaction (as defined at lines 151-266) other than
134 those identified in Seller's disclosure report(s) **CHECK AND INSERT DATES AS APPLICABLE**:

- 135 Seller disclosure report (commercial or business real estate) dated _____.
- 136 Real Estate Condition Report (1-4 dwelling units) dated _____.
- 137 Vacant Land Disclosure Report (no buildings) dated _____.
- 138 Business disclosure report(s) dated _____.
- 139 Other: _____ (specify) dated _____.

140 which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this Offer by reference
141 and _____

142 _____
143 _____ **INSERT CONDITIONS**

144 **NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)**.

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

- 151 "Conditions Affecting the Business, Assets or Transaction" is defined to include, but is not limited to, the following:
- 152 a. Defects in the structure or structural components on the Real Estate, e.g., roof, foundation (including cracks, seepage,
153 and bulges), basement or other walls.
 - 154 b. Defects or Deficiencies in mechanical systems, e.g., HVAC (including the air filters and humidifiers), electrical, plumbing,
155 septic, wells, fire safety, security or lighting for the Real Estate or Assets.
 - 156 c. Defects in a woodburning stove or fireplace or of other Defects caused by a fire in a stove or fireplace or elsewhere on
157 the Assets; or Defects related to smoke detectors or carbon monoxide detectors or a violation of applicable state or local
158 smoke detector or carbon monoxide detector laws.
 - 159 d. Defects in a well on the Real Estate or in a well that serves the Assets, including unsafe well water, a joint well serving
160 the Assets or any Defect related to a joint well serving the Assets.
 - 161 e. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.
 - 162 f. Defects in a septic system or other private sanitary disposal system on or serving the Assets or any out-of-service
163 septic system serving the Assets not closed or abandoned according to applicable regulations.
 - 164 g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,
165 presence of asbestos or asbestos-containing materials such as vermiculite insulation, radon, radium in water supplies,
166 mold, pesticides or other potentially hazardous or toxic substances on the Assets.
 - 167 h. Manufacture of methamphetamine or other hazardous or toxic substances on the Real Estate.
 - 168 i. Any zoning or building code violations, any land division for which required state or local permits had not been obtained,
169 nonconforming structures or uses, or conservation easements with regard to the Assets.
 - 170 j. Assets located within a special purpose district, such as a drainage district, lake district, sanitary district or sewer district,
171 that has the authority to impose assessments against the Assets located within the district.
 - 172 k. Proposed, planned or commenced construction of a public project or public improvements which may result in special
173 assessments or otherwise materially affect the Business or Assets or the present use of the Business or Assets.
 - 174 l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition regarding the
175 Assets, such as orders to correct building code violations.

- 176 m. Flooding, standing water, drainage problems or other water problems on or affecting the Assets; or basement, window,
177 or plumbing leaks, overflow from sinks, bathtubs, or sewers, or other ongoing water or moisture intrusions or conditions on
178 the Assets.
- 179 n. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating
180 from neighboring property.
- 181 o. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects or Deficiencies caused by
182 animal, reptile, or insect infestations.
- 183 p. Nonowners having rights to use part of the Real Estate, other than public rights-of-way, including, but not limited to,
184 private rights-of-way and private easements, other than recorded utility easements; lack of legal access to the Assets or
185 access restrictions.
- 186 q. Assets subject to restrictive covenants and deed restrictions; zoning variances or conditional use permits; shared
187 fences, walls, wells, driveways, signage or other shared usages or any Defect relating to shared use; or leased parking
188 serving the Assets.
- 189 r. Boundary or lot line disputes, encroachments, or encumbrances affecting the Assets.
- 190 s. All or part of the Assets has been assessed as agricultural land, the Seller has been assessed a use-value conversion
191 charge or the payment of a use-value conversion charge has been deferred.
- 192 t. All or part of the Assets is subject to, enrolled in or in violation of a farmland preservation agreement, or a Forest Crop,
193 Managed Forest Law, Conservation Reserve or a comparable program.
- 194 u. A pier is attached to the Assets that is not in compliance with state or local pier regulations, there is a written agreement
195 affecting riparian rights related to the Assets; or the bed of the abutting navigable waterway is owned by a hydroelectric
196 operator.
- 197 v. Government investigation or private assessment/audit of environmental matters conducted or material violations of
198 environmental or other laws or agreements regulating the Real Estate, the Business or the use of the Assets.
- 199 w. Presence of or a Defect or Deficiency caused by unsafe concentrations of, unsafe conditions relating to, or the storage
200 of hazardous or toxic substances on neighboring properties.
- 201 x. Seller's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a
202 completed or pending property reassessment of the Assets or any part thereof, remodeling that may increase the Assets'
203 assessed value, or pending special assessments affecting the Assets.
- 204 y. Agreements that bind subsequent owners of the Assets, such as a lease agreement or an extension of credit from an
205 electric cooperative.
- 206 z. Rented items located on the Real Estate or items affixed to or closely associated with the Assets.
- 207 aa. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 208 bb. Other Defects affecting the Real Estate or Assets, including, without limitation, drainage easement or grading problems;
209 or excessive sliding, settling, earth movement or upheavals; or any other Defect or material condition.
- 210 cc. Violation of federal, state or local regulations, ordinances, laws or rules; any government agency or court orders
211 requiring repair, alteration or correction of any existing condition; or any potential, threatened or pending claims against the
212 Business or its agents or materially affecting the Assets.
- 213 dd. Material violation of the Americans with Disabilities Act (ADA) or other state or local laws requiring minimum accessibility
214 for persons with disabilities. **NOTE: A building owner's or tenant's obligations under the ADA may vary dependent**
215 **upon the financial or other capabilities of the building owner or tenant.**
- 216 ee. Construction, remodeling, replacements, or repairs affecting the Assets or the structure or mechanical systems done,
217 or additions to the Assets made, during Seller's period of ownership without the required permits and approvals;
- 218 ff. Any portion of the Assets being in a 100-year floodplain, a wetland or shoreland zoning area under local, state or federal
219 regulations.
- 220 gg. A structure which the Business occupies or which is located on the Real Estate sold by this Offer is designated as a
221 historic building or any part of a structure which the Business occupies or the Real Estate sold by this Offer is in a historic
222 district; or one or more burial sites or archeological artifacts are located on the Real Estate.
- 223 hh. Conditions relative to the Assets constituting a significant health or safety hazard for occupants, invitees or employees
224 of the Business.
- 225 ii. Unsafe concentrations of, or unsafe conditions relating to hazardous or toxic substances or medical or infectious waste
226 located on the premises which the Business occupies or on the Assets; or previous storage or disposal of material amounts
227 of hazardous or toxic substances or medical or infectious waste on the premises the Business occupies or on the Assets.
- 228 jj. Assets are subject to a mitigation plan required under administrative rules of the Department of Natural Resources
229 related to county shoreland zoning ordinances, which obligates the owner of the Assets to establish or maintain certain
230 measures related to shoreland conditions and which is enforceable by the county.
- 231 kk. Material damage to the Assets from fire, wind, floods, earthquake, expansive soils, erosion or landslides; or significant
232 odor, noise, water intrusion or other irritants emanating from neighboring property.
- 233 ll. A dam is totally or partially located on the Real Estate or that an ownership in a dam that is not located on the Real
234 Estate will be transferred with the Real Estate because it is owned collectively by members of a homeowners association,

235 lake district, or similar group. (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer
236 requirements or agency orders apply.).

237 mm. Underground or aboveground storage tanks for storage of flammable, combustible or hazardous materials including,
238 but not limited, to gasoline and heating oil, currently or previously located on the premises which the Business occupies or
239 on the Assets (the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and
240 Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Regulations of
241 the Wisconsin Department of Agriculture, Trade and Consumer Protection may require the closure or removal of unused
242 tanks.).

243 nn. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
244 Business or Assets.

245 oo. Any material Defects or Deficiencies in any of the equipment, appliances, business fixtures, fixtures, tools, furniture or
246 other Assets of the Business included in the transaction.

247 pp. Any encumbrances on the Business, all integral parts thereof, or the Assets, except as stated in this Offer and in any
248 schedule attached to it.

249 qq. Any litigation, condemnation action, government proceeding or investigation in progress, threatened or in prospect
250 against or related to the Business or the Assets.

251 rr. Any proposed road change, road work or change in road access which would materially affect the present use or
252 access to the Business or the Assets.

253 ss. Any right granted to underlying lien holder(s) to accelerate the debtor's obligation by reason of the transfer of ownership
254 of Business or the Assets, or any permission to transfer being required and not obtained.

255 tt. Any unpaid Business taxes such as: income; sales; payroll; Social Security; unemployment; or any other
256 employer/employee taxes due and payable or accrued; or any past due debts.

257 uu. A material failure of the financial statements, or schedules to the financial statements, to present the true and correct
258 condition of the Business as of the date of the statements and schedules or a material change in the financial condition or
259 operations of the Business since the date of the last financial statements and schedules provided by Seller, except for
260 changes in the ordinary course of business which are not in the aggregate materially adverse.

261 vv. Any insurance claims relating to damage to the Assets or Real Estate within the last five years, unresolved insurance
262 claims, outstanding lease or contract agreements, back wages, due or claimed, product liability exposure, unpaid insurance
263 premiums, unfair labor practice claims, unpaid past due debts regarding the Business or Assets.

264 ww. Other Defects affecting the Real Estate, Deficiencies affecting the Assets, or conditions or occurrences which would
265 significantly reduce the value of the Business or Assets to a reasonable person with knowledge of the nature and scope of
266 the condition or occurrence.

267 **ALLOCATION OF PURCHASE PRICE** [CHECK LINE 268 OR 276]

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

269 Goodwill:.....	\$ _____
270 Stock-in-trade (inventory):	\$ _____
271 Business Personal Property:.....	\$ _____
272 Real Estate Interest:	\$ _____
273 Other:	\$ _____
274 Other:	\$ _____
275 Total	\$ _____

276 The Parties shall agree in writing on an allocation by the following deadline: (within _____ days after acceptance of
277 the Offer) (_____, _____) **STRIKE AND COMPLETE AS APPLICABLE**. If the Parties cannot
278 agree on an allocation by the deadline either Party may, within 5 days following the deadline, deliver written notice to
279 terminate and all earnest money shall be returned to Buyer. If no notice is delivered by either party within such 5-day period,
280 the Parties agree to proceed to closing and separately allocate the purchase price.

281 **CAUTION: Failure of the parties to agree on an allocation of purchase price prior to closing may have tax**
282 **implications. Fair market value of the real property must be determined prior to closing to complete the transfer**
283 **return per Wis. Stat. § 77.22. The Parties should consult accountants, legal counsel or other appropriate experts,**
284 **as necessary. Buyer and Seller shall each file, in accordance with Section 1060 of the Internal Revenue Code of**
285 **1986, as amended, an asset allocation statement on Form 8594 with its federal income tax return for the tax year**
286 **in which the closing occurs.**

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

292 **SALES AND USE TAX** Sales and use tax, if any, for sales occurring prior to closing shall be paid by Seller. After closing,
293 Buyer shall request a sales and use tax clearance certificate from the Department of Revenue confirming Seller has paid

294 any sales and use tax due, per Wis. Stat. Ch. 77, and provide a copy to Seller. These responsibilities shall survive closing.
 295 **SALES AND USE TAX ESCROW:** Seller agrees to escrow \$ _____ at closing to be held
 296 by _____ (escrow
 297 agent) and released to Seller when Seller provides the escrow agent with a copy of a sales and use tax clearance certificate
 298 from the Department of Revenue confirming that any sales and use tax due for sales occurring prior to closing has been
 299 paid, per Wis. Stat. Ch. 77. If a certificate is not provided to escrow agent within 120 days of closing, the escrow funds shall
 300 be released to Buyer. Release of funds to Buyer shall not relieve Seller of Seller's obligation to pay any sales and use tax
 301 due for sales occurring prior to closing. All escrow fees shall be paid by Seller.

LEASED REAL ESTATE

302 **Real Estate Leased to Third Parties.** **CHECK AS APPLICABLE**

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

308 _____
 309 Seller agrees the lease(s) for the following Real Estate currently owned by Seller and leased to third parties shall
 310 terminate at closing: _____
 311 _____

312 **Real Estate Owned by Seller.** If the Real Estate occupied by the Business is owned by Seller, but not sold by this Offer
 313 **CHECK AS APPLICABLE**

314 Seller agrees to lease the Real Estate to Buyer at closing on the following terms: _____
 315 _____

316 _____
 317 Seller agrees to lease the Real Estate to Buyer at closing according to the terms of the lease attached to this
 318 Offer as an addendum per line 909.

319 This Offer is contingent upon Seller and Buyer, within _____ days ("30" if left blank) after acceptance of this
 320 Offer, negotiating the terms of a written lease for the Real Estate to be executed at closing, whereby Seller shall lease the
 321 Real Estate to Buyer, with a minimum term from _____ to _____ and minimum
 322 initial rent of \$ _____ per month or this Offer shall be null and void.

323 **Real Estate Leased to Seller.** If the Real Estate occupied by the Business is owned by a third party and leased to Seller,
 324 **CHECK AS APPLICABLE**

325 Seller agrees to assign its interest in the lease for the Real Estate to Buyer, if assignable. (See lines 18-29.)
 326 This Offer is contingent upon the third party and Buyer, within _____ days ("30" if left blank) after acceptance
 327 of this Offer, negotiating the terms of a written lease for the Real Estate to be executed at closing, whereby the third party
 328 shall lease the Real Estate to buyer, with a minimum term from _____ to _____ and
 329 an initial maximum rent of \$ _____ per month or this Offer shall be null and void.

LEASED ASSETS (OTHER THAN REAL ESTATE)

330 **Assets Leased to Third Parties.** **CHECK AS APPLICABLE**

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

336 _____
 337 Seller agrees the lease(s) for the following Assets currently owned by Seller and leased to third parties shall
 338 terminate at closing: _____
 339 _____

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

342 Seller agrees to lease the following listed Assets to Buyer at closing on the following terms: _____
 343 _____

344 _____
 345 Seller agrees to lease the following listed Assets to Buyer at closing according to the terms of the lease(s)
 346 attached to this Offer as an addendum per line 909. Assets: _____
 347 _____

348 This Offer is contingent upon Seller and Buyer, within _____ days ("30" if left blank) after acceptance of this
 349 Offer, negotiating the terms of a written lease(s) for the following listed Assets to be executed at closing, whereby Seller will
 350 lease the listed Assets to Buyer with a minimum term(s) from _____ to
 351 _____ and minimum initial rent(s) of \$ _____ per or this Offer shall be null and void.

352 Assets: _____
 353 _____

354 ■ **Assets Leased to Seller.** If Assets used by the Business are owned by a third party and leased to Seller, then

355 **CHECK AS APPLICABLE**

356 Seller agrees to assign its interest in the lease(s) for the following listed Assets to Buyer, if assignable. (See lines
357 30-57.) Assets: _____

358 This Offer is contingent upon the third party and Buyer, within _____ days ("30" if left blank) after acceptance
359 of this Offer, negotiating the terms of a written lease(s) for the following listed Assets to be executed at closing, whereby
360 the third party will lease the listed Assets to Buyer, with a minimum term(s) from _____ to
361 _____ and an initial maximum rent(s) of \$ _____ per month or this Offer shall be null and void.

362 Assets: _____

363 _____
364 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
365 documentation required by any optional provisions checked on lines 375-385 below. The optional provisions checked on
366 lines 375-385 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers (1)
367 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
368 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
369 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
370 checked at lines 375-385.

371 **Proposed Use:** Buyer is purchasing the Assets for the purpose of: _____

372 _____
373 _____ **[insert proposed use and type and**
374 **size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].**

375 **ZONING:** Verification of zoning and that the Real Estate zoning allows Buyer's proposed use described at lines
376 371-373.

377 **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
378 affecting the Assets and a written determination by a qualified independent third party that none of these prohibit or
379 significantly delay or increase the costs of the proposed use or development identified at lines 371-373.

380 **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or the
381 final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the
382 following items related to Buyer's proposed use: _____

383 _____ that
384 are not subject to conditions which significantly increase the cost of Buyer's proposed use described at lines 371-373.

385 **ACCESS TO ASSETS:** Written verification that there is legal vehicular access to the Assets from public roads.

386 **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) ~~STRIKE ONE~~ ("Buyer" if neither
387 stricken) obtaining the following, including all costs **CHECK ALL THAT APPLY**: rezoning; conditional use
388 permit; variance; other _____ for the Assets for its proposed use described at lines
389 371-373. Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____
390 days of acceptance, written notice to Seller if any item cannot be obtained or can only be obtained subject to conditions that
391 significantly increase the cost of Buyer's proposed use, in which case this Offer shall be null and void.

392 **DOCUMENT REVIEW/RECEIPT CONTINGENCY**

393 ■ **BUYER OBTAINING DOCUMENTS:** This Offer is contingent upon Buyer, at Buyer's expense, obtaining the documents
394 checked on lines 395-397 within _____ days ("20" if left blank) after acceptance of this Offer **CHECK ALL THAT APPLY**:

- 395 _____
- 396 _____
- 397 _____

398 This contingency shall be deemed satisfied unless Buyer, within _____ days ("10" if left blank) of the deadline for Buyer
399 obtaining the documents on line 395-397, delivers to Seller a written notice indicating that this contingency has not been
400 satisfied. The notice shall identify which document(s) (a) cannot be timely obtained and why they cannot be obtained, or (b)
401 do not meet the standard set forth for the document(s).

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

404 ■ **SELLER DELIVERING DOCUMENTS:** This Offer is contingent upon Seller delivering the documents checked on lines
405 407-425 to Buyer within _____ days ("20" if left blank) after acceptance of this Offer. All documents Seller delivers to Buyer
406 shall be true, accurate, current and complete. **CHECK ALL THAT APPLY**:

- 407 Documents showing the sale of the Assets has been properly authorized, if Seller is a business entity.
- 408 A complete inventory of all included Business Personal Property, which shall be consistent with all prior
409 representations.
- 410 Uniform Commercial Code lien search as to the Business Personal Property included in the purchase price, showing
411 the Business Personal Property to be free and clear of all liens, other than liens to be released prior to or from the proceeds
412 of closing.
- 413 Copies of all leases affecting the Assets, which shall be consistent with all prior representations.

- 414 Estimated principal balance of accounts receivable, which shall be consistent with all prior representations.
- 415 Estimated principal balance of accounts payable, which shall be consistent with all prior representations.
- 416 Copy of profit and loss statements, balance sheets, business books and records, and income tax returns for the
- 417 following years _____, which shall be consistent with all prior representations.
- 418 Copies of all current licenses held by Business, which indicate that Business holds all licenses required for current
- 419 operations.
- 420 Copies of franchise agreements, if any, which shall be consistent with all prior representations.
- 421 Any agreements restricting Seller from competing with Buyer after closing, which shall be consistent with all prior
- 422 representations.
- 423 Other _____.
- 424 Other _____.
- 425 Other _____.

426 This contingency shall be deemed satisfied unless Buyer, within _____ days ("10" if left blank) of the deadline for delivery
 427 of the documents on lines 407-425, delivers to Seller a written notice indicating that this contingency has not been satisfied.
 428 The notice shall identify which document(s): (a) have not been timely delivered; or (b) do not meet the standard set forth for
 429 the document(s). Buyer shall keep all such documents confidential and disclose them to third parties only to the extent
 430 necessary to implement other provisions of this Offer.

431 ■ **BUYER TERMINATION RIGHTS:** If Seller does not make timely delivery of any document by the stated deadline, Buyer
 432 may terminate this Offer if Buyer delivers a written notice of termination to Seller prior to Buyer's Actual Receipt of the
 433 document(s) identified in Buyer's written notice as not having been timely received. Buyer shall return all documents
 434 (originals and any reproductions) to Seller if this Offer is terminated.

435 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent
 436 environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Real Estate (see lines
 437 463-480), at (Buyer's) (Seller's) expense **STRIKE ONE** ("Buyer's" if neither is stricken), which discloses no Defects.

438 **NOTE: "Defect" as defined on lines 787-789 means a condition that would have a significant adverse effect on the**
 439 **value of the Real Estate; that would significantly impair the health or safety of future occupants of the Real Estate;**
 440 **or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
 441 **of the premises.**

442 For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material
 443 contingent liability affecting the Real Estate arising under any environmental laws, the presence of an underground storage
 444 tank(s) or material levels of hazardous substances either on the Real Estate or presenting a significant risk of contaminating
 445 the Real Estate due to future migration from other properties. Defects do not include conditions the nature and extent of
 446 which Buyer had actual knowledge or written notice before signing the Offer.

447 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days ("30" if
 448 left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice
 449 listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

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

451 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects.
 452 If Seller has the right to cure, Seller may satisfy this contingency by:

- 453 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
- 454 stating Seller's election to cure Defects;
- 455 (2) curing the Defects in a good and workmanlike manner; and
- 456 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

457 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site
 458 Assessment report and:

- 459 (1) Seller does not have a right to cure; or
- 460 (2) Seller has a right to cure but:
 - 461 (a) Seller delivers written notice that Seller will not cure; or
 - 462 (b) Seller does not timely deliver the written notice of election to cure.

463 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site
 464 Assessment") may include, but is not limited to: (1) an inspection of the Real Estate; (2) a review of the ownership and use
 465 history of the Real Estate, including a search of title records showing private ownership of the Real Estate for a period of 80
 466 years prior to the visual inspection; (3) a review of historic and recent aerial photographs of the Real Estate, if available; (4)
 467 a review of environmental licenses, permits or orders issued with respect to the Real Estate (5) an evaluation of results of
 468 any environmental sampling and analysis that has been conducted on the Real Estate; and (6) a review to determine if the
 469 Real Estate is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or
 470 the environment including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste
 471 Disposal Sites, the DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelop-
 472 ment (RR) Sites Map including the Geographical Information System (GIS) Registry and related resources. Any Environ-
 473 mental Site Assessment performed under this Offer shall comply with generally recognized industry standards (e.g., current

474 American Society of Testing and Materials “Standard Practice for Environmental Site Assessments”), and state and federal
475 guidelines, as applicable.

476 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the**
477 **soil or groundwater or other testing of the Real Estate for environmental pollution. If further investigation is**
478 **required, insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III**
479 **Environmental Site Assessment (evaluation of remediation alternatives) or other site evaluation at lines 910-952 or**
480 **attach as an addendum per line 909.**

481 **IMPROVEMENT, DEVELOPMENT OR CHANGE OF USE** If Buyer contemplates improving, developing or changing the
482 use of the Assets, Buyer may need to address municipal ordinances and zoning, recorded building and use restrictions,
483 covenants and easements which may prohibit some improvements or uses. The need for licenses, building permits, zoning
484 variances, environmental audits, etc. may need to be investigated to determine feasibility of improvements, development or
485 use changes for the Assets. Contingencies for investigation of these issues may be added to this Offer. See lines 364-391
486 and 392-434. If plant closings or mass layoffs will occur as a result of this Offer, the Buyer and Seller should review federal
487 and state plant closing laws.

488 **MAP OF THE REAL ESTATE:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE**
489 (“Seller providing” if neither is stricken) a _____ survey
490 (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and
491 prepared by a registered land surveyor, within _____ days (“30” if left blank) after acceptance, at (Buyer’s) (Seller’s)
492 **STRIKE ONE** (“Seller’s” if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of
493 _____ acres, the legal description of the Real Estate, the boundaries and dimensions of the Real Estate, visible
494 encroachments upon the Real Estate, the location of improvements, if any, and: _____
495 _____
496 _____.

497 **STRIKE AND COMPLETE AS APPLICABLE** Additional map features which may be added include, but are not limited to:
498 staking of all corners of the Real Estate; identifying dedicated and apparent streets; lot dimensions; total acreage or square
499 footage; utility installations; easements or rights-of-way, or any other items listed under ALTA/NSPS Table A. Such survey
500 shall be in satisfactory form and accompanied by any required surveyor’s certificate sufficient to enable Buyer to obtain
501 removal of the standard survey exception(s) on the title policy.

502 **NOTE: Current ALTA/NSPS standards, including Table A items, can be found at www.nsp.us.com.**

503 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
504 **to obtain the map when setting the deadline.**

505 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
506 to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially
507 inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence
508 of conditions that would prohibit the Buyer’s intended use of the Assets described at lines 371-373. Upon delivery of Buyer’s
509 notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to provide the
510 map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written notice of
511 termination to Seller prior to Buyer’s Actual Receipt of said map from Seller.

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

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

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

527 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 512-526).

528 (1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Assets which
529 discloses no Defects or Deficiencies.

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

533 (list any specific Asset or Asset component(s) or feature(s) to be separately inspected, e.g., dumpsite, etc.) which
534 discloses no Defects or Deficiencies.

535 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
536 they occur prior to the Deadline specified at line 541. Each inspection shall be performed by a qualified independent
537 inspector or independent qualified third party.

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

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

541 This contingency shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers
542 to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s)
543 and Deficiencies identified in the inspection report(s) to which Buyer objects (Notice of Defects).

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

545 For the purpose of this contingency, Defects and Deficiencies do not include conditions the nature and extent of which
546 Buyer had actual knowledge or written notice before signing the Offer.

547 **NOTE: "Defect" as defined on lines 787-789 means a condition that would have a significant adverse effect on the
548 value of the Real Estate; that would significantly impair the health or safety of future occupants of the Real Estate;
549 or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life
550 of the premises. "Deficiency" as defined on lines 790-792 means an imperfection that materially impairs the worth
551 or utility of an Asset other than Real Estate; makes such Asset unusable or significantly harmful; or substantially
552 prevents such Asset from functioning or operating as designed or intended.**

553 **■ RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects or
554 Deficiencies.

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

556 (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to
557 cure Defects or Deficiencies;

558 (2) curing the Defects or Deficiencies in a good and workmanlike manner; and

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

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

561 (1) Seller does not have a right to cure; or

562 (2) Seller has a right to cure but:

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

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

565 **IF LINE 566 IS NOT MARKED OR IS MARKED N/A LINES 616-627 APPLY.**

566 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
567 _____ [loan type or specific lender, if any] first mortgage loan commitment as described
568 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
569 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial
570 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
571 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
572 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
573 to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan
574 sources or loan types, or obtaining a construction loan or land contract financing, describe at lines 910-952 or in an
575 addendum attached per line 909. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination
576 fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller
577 agrees to allow lender's appraiser access to the Assets.

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

581 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 582 or 583.**

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

583 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
584 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
585 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.

586 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
587 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

588 **NOTE: If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a
589 contingency for that purpose.**

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

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

594 (1) signed by Buyer; or

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

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

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

601 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 568.
602 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
603 written loan commitment from Buyer.

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

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

609 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 604-607; or

610 (2) the Deadline for delivery of the loan commitment set on line 568

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

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

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

620 (2) _____
621 _____ [Specify documentation Buyer agrees to deliver to Seller].

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

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

633 ◆ Principal Balance: (same as line 629).

634 ◆ Rate of interest per year: _____%.

635 ◆ Interest to be paid in (advance) (arrears) **STRIKE ONE** ("arrears" if neither is stricken).

636 ◆ Term: _____ (months/years).

637 ◆ Amortization Period: _____ (months/years).

638 ◆ Payments to be made monthly on the _____ day of the month.

639 ◆ Late payment charge of _____% of the monthly principal and interest for payments received more than _____ days
640 after the due date.

641 ◆ Prepayment fee: (None) (_____ if paid before _____) **STRIKE ONE** ("none" if neither is stricken).

642 ◆ Buyer understands that the entire balance of such debt will be due (balloon) at the end of the specified term. (Use if
643 amortization period exceeds term).

644 ◆ **[Use the following if Seller is taking back a second priority lien]:** Seller agrees that the collateral for this loan will
645 be subordinate to a first lien against the Assets in the (amount of _____% of the purchase price) (sum of
646 \$_____) **STRIKE AND COMPLETE AS APPLICABLE**.

647 ◆ The default period shall be _____ days ("30" if left blank) for payments and _____ days ("30" if left blank) for
648 performance of any other obligations.

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

651 ◆ Other: _____

652 ■ **CREDIT REPORT:** Buyer must deliver a current credit report to Seller (together with this Offer) (within _____ days ("5"
653 if left blank) of acceptance of this Offer) **STRIKE AND COMPLETE AS APPLICABLE**. Within _____ days ("7" if left blank)
654 of Buyer's delivery of such report Seller may, in Seller's reasonable discretion, object to Buyer's credit worthiness and void
655 this contract by delivering to Buyer written notice of such objection.

656 ■ **LOAN DOCUMENTATION:** Seller's attorney shall prepare the loan documentation at Seller's expense and distribute the
 657 proposed draft no later than _____ days ("21" if left blank) prior to closing, for approval by Buyer. Within _____ days
 658 ("7" if left blank) of delivery of the proposed documents, the Buyer may provide written notice to the Seller specifying the
 659 Buyer's objections, and the Offer shall be null and void unless (1) the parties agree to amended documentation or (2) Buyer
 660 provides Seller a commitment for the above financing from a third party lender within _____ days ("14" if left blank) of
 661 delivery of the proposed documents.

662 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender obtaining the appraisal reports
 663 checked below at buyer's expense. This contingency shall be deemed satisfied unless Buyer, within _____ days of
 664 acceptance, delivers to Seller a copy of the appraisal report(s) dated subsequent to the date stated on line 1 of this Offer,
 665 indicating the appraised value is less than the amount(s) indicated in the corresponding subsection(s) selected below and
 666 a written notice objecting to the appraised value(s) CHECK LINES 667, 671 OR 674, AS APPROPRIATE:

667 **ALL ASSETS APPRAISAL:** An appraisal of all Assets appraised by one or more qualified independent appraisers
 668 for Real Estate and non-Real Estate Assets as applicable, who issues an appraisal report dated subsequent to the date
 669 stated on line 1 of this Offer indicating an appraised value for the Assets equal to or greater than the agreed upon
 670 purchase price.

671 **REAL ESTATE APPRAISAL:** An appraisal of the Real Estate by a Wisconsin licensed or certified independent
 672 appraiser who issues an appraisal report(s) dated subsequent to the date stated on line 1 of this Offer indicating an
 673 appraised value equal to or greater than \$ _____.

674 **SPECIFIED ASSETS APPRAISAL:** An appraisal of the following non-Real Estate Assets: _____
 675 _____ (specify
 676 by category such as inventory, vehicles, machinery, equipment, etc. or name specific Assets) by a qualified independent
 677 appraiser who issues an appraisal report(s) dated subsequent to the date stated on line 1 of this Offer indicating an
 678 appraised value equal to or greater than \$ _____.

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

680 If Seller has the right to cure, and the appraisal report is for all Assets, Seller may satisfy this contingency by delivering
 681 a written amendment to Buyer within _____ days ("7" if left blank) after Buyer's delivery of the appraisal report of all Assets
 682 and a notice objecting to the appraised value, solely to adjust the purchase price of the Assets to match the appraised value.

683 If Seller has the right to cure and the appraisal is of the Real Estate or specified Assets, Seller may satisfy this
 684 contingency by delivering a written amendment to Buyer within _____ days ("7" if left blank) after Buyer's delivery of the
 685 appraisal report and the notice objecting to the appraised value, solely to reduce the purchase price of the Assets by the
 686 difference between the amount stated on line 673 or 678 above and the appraised value if the appraised value is less than
 687 the amount on line 673 or 678, respectively.

688 Buyer agrees to deliver an accepted copy of the amendment to Seller within _____ days ("5" if left blank) after Seller's
 689 delivery of the amendment to Buyer. Buyer and Seller agree to make other amendments to this Offer necessitated by this
 690 change in purchase price.

691 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to the appraised value(s) and the
 692 written appraisal report(s) and:

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

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

695 (a) Seller delivers written notice that Seller will not amend the Offer to adjust the purchase price; or

696 (b) Seller does not timely deliver the written amendment adjusting the purchase price as described above.

697 **CAUTION: Buyer may wish to confer with Buyer's lender(s) before engaging any appraisers to ensure the appraiser
 698 is acceptable to the lender.**

699 CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values:
 700 real estate taxes, personal property taxes, rents, prepaid insurance (if assumed), private and municipal charges, property
 701 owners or homeowners association assessments, fuel, other prepaid amounts being transferred to Buyer, and _____
 702 _____.

703 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
 704 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

705 ■ **PERSONAL PROPERTY TAXES:** Personal property taxes shall be prorated based on (the taxes for the current year, if
 706 known, otherwise on the taxes for the preceding year) (_____)

707 STRIKE AND COMPLETE AS APPLICABLE.

708 ■ **REAL ESTATE TAXES:** Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE
 709 PRORATION FORMULA:

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

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

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

716

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

721

721 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
 722 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
 723 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
 724 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
 725 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

726

TITLE EVIDENCE

727

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

734

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

737

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

740

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

744

744 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
 745 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
 746 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
 747 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
 748 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 755-
 749 762).

750

750 ■ **DELIVERY OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
 751 insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ days ("15" if left blank) after
 752 acceptance showing title to the Real Estate as of a date no more than _____ days ("15" if left blank) before delivery of such
 753 title evidence to be merchantable per lines 727-735, subject only to liens which will be paid out of the proceeds of closing
 754 and standard title insurance requirements and exceptions.

755

755 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title to the Real Estate is not acceptable for closing, Buyer shall notify Seller
 756 in writing of objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's
 757 attorney. Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to deliver
 758 notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to remove
 759 said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the objections,
 760 and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be null and
 761 void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to
 762 Buyer.

763

763 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
 764 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
 765 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
 766 describing the planned improvements and the assessment of benefits.

767

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

773

DEFINITIONS

774

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

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

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

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

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

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

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

795 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
 796 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.

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

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

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

809 **MAINTENANCE** Seller shall maintain the physical Assets and all personal property included in the purchase price until the
 810 earlier 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
 811 for ordinary wear and tear and changes agreed upon by Parties.

812 **DAMAGE TO ASSETS BETWEEN ACCEPTANCE AND CLOSING** If, prior to the earlier of closing or occupancy by Buyer,
 813 the physical Assets are damaged in an amount not more than five percent of the purchase price, other than normal wear
 814 and tear, Seller shall promptly notify Buyer in writing, and will be obligated to repair the damaged Assets and restore the
 815 physical Assets to materially the same condition they were in as of the date on line 1 of this Offer. Seller shall provide Buyer
 816 with copies of all required permits and lien waivers for the lienable repairs and restoration no later than closing. If Seller is
 817 unable to repair and restore the damaged Assets, Seller shall promptly notify Buyer in writing and this Offer may be canceled
 818 at the option of the Buyer. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify
 819 Buyer in writing of the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this
 820 Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the physical
 821 Assets, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However,
 822 if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole
 823 purpose of restoring the physical Assets.

824 **BUYER'S PRE-CLOSING VIEW OF ASSETS** Within 3 days prior to closing, at a reasonable time pre-approved by Seller
 825 or Seller's agent, Buyer shall have the right to view the Assets to determine that there has been no significant change in the
 826 condition of the Assets, except for ordinary wear and tear and changes agreed upon by Parties, and that any Defects or
 827 Deficiencies Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

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

831 If Buyer defaults, Seller may:

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

835 If Seller defaults, Buyer may:

- 836 (1) sue for specific performance; or

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

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

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

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

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

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

863 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
 864 condition report incorporated in this Offer per lines 132-143, or (2) no later than 10 days after acceptance, Seller delivers
 865 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 871-873 apply.

866 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
 867 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
 868 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
 869 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
 870 Offer and proceed under lines 835-842.

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

874 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
 875 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §
 876 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
 877 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
 878 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
 879 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

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

884 **TAX DEFERRED EXCHANGE** If the Assets are purchased or sold to accomplish an IRC Section 1031 Tax Deferred
 885 exchange of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the
 886 exchange. The exchanger shall hold any cooperating party harmless from any and all claims, costs or liabilities that may be
 887 incurred as a result of the exchange.

888 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
 889 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
 890 891-906.

891 **1) Personal:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
 892 line 893 or 894.

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

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

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

896 Seller: (_____) _____ Buyer: (_____) _____

897 (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
898 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
899 line 902 or 903.

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

902 Address for Seller: _____

903 Address for Buyer: _____

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

905 Email Address for Seller: _____

906 Email Address for Buyer: _____

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

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

910 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____

911 _____

912 _____

913 _____

914 _____

915 _____

916 _____

917 _____

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952 _____

953 **NOTE: THIS OFFER TO PURCHASE IS FOR THE SALE OF BUSINESS ASSETS. CONSULT APPROPRIATE**
954 **ADVISORS FOR TAX, LICENSING, LIABILITY OR RELATED ISSUES.**

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

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

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

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

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

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

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

970 Buyer Entity Name (if any) (include type and state of organization): _____

971 (x) _____
972 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

973 (x) _____
974 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

975 Buyer Entity Name (if any) (include type and state of organization): _____

976 (x) _____
977 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

978 (x) _____
979 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

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

984 Seller Entity Name (if any) (include type and state of organization): _____

985 (x) _____
986 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

987 (x) _____
988 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

989 Seller Entity Name (if any) (include type and state of organization): _____

990 (x) _____
991 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

992 (x) _____
993 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

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

996 This Offer is rejected _____ This Offer is countered [See attached counter] _____
997 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

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

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

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 (if entity, include type and state of organization), _____

4 _____

5 _____

6 _____, offers to purchase the Assets of the Business known as:

7 Business Name (include both legal name and any trade names): _____

8 _____

9 _____

10 Type of Business Entity (e.g., corporation, LLC, partnership, sole proprietorship, etc.): _____

11 Business Description: _____

12 _____

13 _____

14 _____ (Lines 7-14 hereinafter referred to as the "Business")

15 Insert additional description, if any, at lines 621-644 or attach as an addendum per line 619. The terms of Buyer's offer are as follows:

16 **PURCHASE PRICE** The purchase price is _____

17 _____ Dollars (\$ _____).

18 **INCLUDED IN PURCHASE PRICE** The purchase price includes (unless excluded at lines 50-53) the Assets of the

19 Business including all goodwill, stock-in-trade, Business Personal Property, and the following additional property (consider

20 work in process, if applicable): _____

21 _____

22 _____

23 _____ **STRIKE AND COMPLETE AS APPLICABLE** (hereinafter collectively the "Assets").

24 "Business Personal Property" is defined as all tangible and intangible personal property and rights in personal property

25 owned by Seller and used in the Business as of the date of this Offer, including, but not limited to, furniture, trade fixtures

26 and equipment, tools used in business, telephone numbers and listings if transferable, customer lists, trade names,

27 intellectual property, Internet domain names, digital media, digital marketing, databases, business records, supplies, leases,

28 advance lease deposits, customer deposits, signs, all other personal property used in Business, and if transferable, all

29 permits, special licenses and franchises, except those assets disposed of in the ordinary course of business or as permitted

30 by this Offer.

31 **CAUTION: Identify on lines 20-23 Business Personal Property not included in the purchase price or not exclusively**

32 **owned by Seller, such as licensed or rented personal property, tenants' personal property and tenants' trade**

33 **fixtures.**

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

35 _____, free and clear of all liens and encumbrances except

36 _____

37 _____

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

39 (a) stock-in-trade _____

40 _____

41 _____

42 _____

43 (b) Other (e.g., work in process) _____

44 _____

45 _____

46 _____

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

48 **or not included.**

49 **NOT INCLUDED IN PURCHASE PRICE** The purchase price does not include Seller's personal property (unless included

50 at lines 20-23) and the following: _____

51 _____

52 _____

53 _____

54 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Business Personal Property to be excluded**

55 **by Seller or which are rented and will continue to be owned by the lessor (see lines 24-30).**

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

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

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

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

64 **CLOSING** Legal possession of the Assets shall be delivered to Buyer at the time of closing. This transaction is to be closed
65 on _____

66 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the
67 date for closing falls on Saturday, Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

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

72 **EARNEST MONEY**

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

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

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

77 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as
78 _____) **STRIKE THOSE NOT APPLICABLE**

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

80 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
81 **attorney as lines 84-105 do not apply. If someone other than Buyer pays earnest money, consider a special**
82 **disbursement agreement.**

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

84 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
85 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
86 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
87 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
88 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
89 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
90 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
91 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
92 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
93 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
94 earnest money any costs and reasonable attorneys' fees, in an amount up to \$1,000 but no more than one-half of the
95 earnest money, prior to disbursement.

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

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

109 _____. If "Time is of the Essence" applies to a date or Deadline,
110 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
111 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

112 **ASSETS CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice
113 or knowledge of Conditions Affecting the Business, Assets or Transaction (as defined at lines 123-183) other than those identified
114 in Seller's disclosure report(s) **CHECK AND INSERT DATES AS APPLICABLE:**

115 Business disclosure report(s) dated _____

116 Other: _____ (specify) dated _____
117 which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this Offer by reference and
118 _____
119 _____
120 _____

121 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT(S).**

122 **NOTE: More than one report may be used.**

123 "Condition Affecting the Business, Assets or Transaction" is defined to include, but is not limited to, the following:

- 124 a. Proposed, planned or commenced construction of a public project or public improvements which may result in special
- 125 assessments or otherwise materially affect the Business or Assets or the present use of the Business or Assets.
- 126 b. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition regarding the
- 127 Assets.
- 128 c. Flooding, standing water, drainage problems or other water problems on or affecting the Assets.
- 129 d. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating
- 130 from neighboring property.
- 131 e. Lack of legal access to the Assets or access restrictions.
- 132 f. Assets subject to restrictive covenants and deed restrictions; zoning variances or conditional use permits; shared
- 133 fences, walls, driveways, signage or other shared usages or any Deficiency relating to shared use; or leased parking serving
- 134 the Assets.
- 135 g. Boundary or lot line disputes, encroachments, or encumbrances affecting the Assets.
- 136 h. Government investigation or private assessment/audit of environmental matters conducted or material violations of
- 137 environmental or other laws or agreements regulating the Business or the use of the Assets.
- 138 i. Presence of or a Deficiency caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous
- 139 or toxic substances on neighboring properties.
- 140 j. Agreements that bind subsequent owners of the Assets, such as a lease agreement or an extension of credit from an
- 141 electric cooperative.
- 142 k. Rented items affixed to or closely associated with the Assets.
- 143 l. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 144 m. Violation of federal, state or local regulations, ordinances, laws or rules; any government agency or court orders
- 145 requiring repair, alteration or correction of any existing condition; or any potential, threatened or pending claims against the
- 146 Business or its agents or materially affecting the Assets.
- 147 n. Material violation of the Americans with Disabilities Act (ADA) or other state or local laws requiring minimum accessibility
- 148 for persons with disabilities. **NOTE: A building owner's or tenant's obligations under the ADA may vary dependent**
- 149 **upon the financial or other capabilities of the building owner or tenant.**
- 150 o. Any portion of the Assets being in a 100-year floodplain, a wetland or shoreland zoning area under local, state or federal
- 151 regulations.
- 152 p. A structure which the Business occupies is designated as a historic building or any part of a structure which the Business
- 153 occupies, or the Assets sold by this Offer are in a historic district.
- 154 q. Conditions relative to the Assets constituting a significant health or safety hazard for occupants, invitees or employees
- 155 of the Business.
- 156 r. Unsafe concentrations of, or unsafe conditions relating to hazardous or toxic substances or medical or infectious waste
- 157 located on the premises which the Business occupies or on the Assets; or previous storage or disposal of material amounts
- 158 of hazardous or toxic substances or medical or infectious waste on the premises the Business occupies or on the Assets.
- 159 s. Material damage to the Assets from fire, wind, floods, earthquake, expansive soils, erosion or landslides; or significant
- 160 odor, noise, water intrusion or other irritants emanating from neighboring property.
- 161 t. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
- 162 Business or Assets.
- 163 u. Any material Deficiencies in any of the equipment, appliances, business fixtures, fixtures, tools, furniture or other Assets
- 164 of the Business included in the transaction.
- 165 v. Any encumbrances on the Business, all integral parts thereof, or the Assets, except as stated in this Offer and in any
- 166 schedule attached to it.
- 167 w. Any litigation, condemnation action, government proceeding or investigation in progress, threatened or in prospect
- 168 against or related to the Business or the Assets.
- 169 x. Any proposed road change, road work or change in road access which would materially affect the present use or access
- 170 to the Business or the Assets.
- 171 y. Any right granted to underlying lien holder(s) to accelerate the debtor's obligation by reason of the transfer of ownership
- 172 of Business or the Assets, or any permission to transfer being required and not obtained.
- 173 z. Any unpaid Business taxes such as: income; sales; payroll; Social Security; unemployment; or any other
- 174 employer/employee taxes due and payable or accrued; or any past due debts.

175 aa. A material failure of the financial statements, or schedules to the financial statements, to present the true and correct
176 condition of the Business as of the date of the statements and schedules or a material change in the financial condition or
177 operations of the Business since the date of the last financial statements and schedules provided by Seller, except for
178 changes in the ordinary course of business which are not in the aggregate materially adverse.

179 bb. Any insurance claims relating to damage to the Assets within the last five years, unresolved insurance claims,
180 outstanding lease or contract agreements, back wages, due or claimed, product liability exposure, unpaid insurance
181 premiums, unfair labor practice claims, unpaid past due debts regarding the Business or Assets.

182 cc. Other Deficiencies affecting the Assets, or conditions or occurrences which would significantly reduce the value of the
183 Business or Assets to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

184 **ALLOCATION OF PURCHASE PRICE** CHECK LINE 185 OR 192

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

186 Goodwill:.....	\$ _____
187 Stock-in-trade (inventory):	\$ _____
188 Business Personal Property:.....	\$ _____
189 Other:	\$ _____
190 Other:	\$ _____
191 Total	\$ _____

192 The Parties shall agree in writing on an allocation by the following deadline: (within _____ days
193 after acceptance of the Offer) (_____, _____) **STRIKE AND COMPLETE AS**

194 **APPLICABLE**. If the Parties cannot agree on an allocation by the deadline, either Party may, within 5 days following the
195 deadline, deliver written notice to terminate and all earnest money shall be returned to Buyer. If no notice is delivered by
196 either party within such 5-day period, the Parties agree to proceed to closing and separately allocate the purchase price.

197 **CAUTION: Failure of the Parties to agree on an allocation of purchase price prior to closing may have tax**
198 **implications. The Parties should consult accountants, legal counsel or other appropriate experts, as necessary.**
199 **Buyer and Seller shall each file, in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended,**
200 **an asset allocation statement on Form 8594 with its federal income tax return for the tax year in which the closing**
201 **occurs.**

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

207 **SALES AND USE TAX** Sales and use tax, if any, for sales occurring prior to closing shall be paid by Seller. After closing,
208 Buyer shall request a sales and use tax clearance certificate from the Department of Revenue confirming Seller has paid
209 any sales and use tax due, per Wis. Stat. Ch. 77, and provide a copy to Seller. These responsibilities shall survive closing.

210 **SALES AND USE TAX ESCROW:** Seller agrees to escrow \$ _____ at closing to be held by
211 _____ (escrow agent)
212 and released to Seller when Seller provides the escrow agent with a copy of a sales and use tax clearance certificate from
213 the Department of Revenue confirming that any sales and use tax due for sales occurring prior to closing has been paid,
214 per Wis. Stat. Ch. 77. If a certificate is not provided to escrow agent within 120 days of closing, the escrow funds shall be
215 released to Buyer. Release of funds to Buyer shall not relieve Seller of Seller's obligation to pay any sales and use tax due
216 for sales occurring prior to closing. All escrow fees shall be paid by Seller.

217 **LEASED ASSETS**

218 **Assets Leased to Third Parties.** CHECK AS APPLICABLE:

219 For Assets included in the purchase price which are owned by Seller and leased to third parties and such lease(s)
220 extend beyond closing, Seller shall assign Seller's interests and rights under the lease(s) and transfer all security deposits
221 and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any, are _____
222 _____

223 _____
224 Seller agrees the lease(s) for the following Assets currently owned by Seller and leased to third parties shall
225 terminate at closing: _____
226 _____

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

229 Seller agrees to lease the following listed Assets to Buyer at closing on the following terms: _____
230 _____

231 Seller agrees to lease the following listed Assets to Buyer at closing according to the terms of the lease(s)
232 attached to this Offer as an addendum per line 619.

233 **Assets** _____
234 _____

235 This Offer is contingent upon Seller and Buyer, within _____ days ("30" if left blank) from acceptance of this
236 Offer, negotiating the terms of a written lease(s) for the following listed Assets to be executed at closing, whereby Seller will
237 lease the listed Assets to Buyer, with a minimum term(s) from _____ to _____
238 and minimum initial rent(s) of \$ _____ per month or this Offer shall be null and void. Assets: _____
239 _____

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

242 Seller agrees to assign its interest in the lease(s) for the following listed Assets to Buyer, if assignable. (See lines
243 218-226) Assets: _____
244 _____

245 This Offer is contingent upon the third party and Buyer, within _____ days from acceptance of this Offer,
246 negotiating the terms of a written lease(s) for the following listed Assets to be executed at closing, whereby the third party
247 will lease the listed Assets to Buyer, with a minimum term(s) from _____ to _____ and an initial
248 maximum rent(s) of \$ _____ per month or this Offer shall be null and void. Assets: _____
249 _____

250 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
251 documentation required by any optional provisions checked on lines 261-277 below. The optional provisions checked on
252 lines 261-277 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers (1)
253 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
254 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
255 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
256 checked at lines 261-277.

257 **Proposed Use:** Buyer is purchasing the Assets for the purpose of: _____
258 _____

259 _____ **[insert proposed use of the Assets**
260 **or Business, if applicable; e.g., use of the Assets in a restaurant and tavern].**

261 **RESTRICTIONS:** Copies of all public and private covenants and restrictions affecting the Assets and a written
262 determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs
263 of the proposed use or development identified at lines 257-259.

264 **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or the
265 final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the
266 following items related to Buyer's proposed use: _____

267 _____ that are not subject to conditions which significantly increase
268 the cost of Buyer's proposed use described at lines 257-259.

269 **ACQUISITION OF REAL ESTATE INTEREST:** A letter of intent; executed lease; accepted offer to
270 purchase; deed; other _____ with regard to Buyer's acquisition
271 of the following real estate interest: _____
272 _____

273 _____
274 _____ (include street
275 address, parcel number(s), legal description, type of interest, required terms or conditions, etc., as appropriate), can be
276 obtained without conditions that significantly delay or increase the cost of Buyer's proposed use. Insert additional
277 description, if any, at lines 621-644 or attach as an addendum per line 619.

278 **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither
279 stricken) obtaining the following, including all costs **CHECK ALL THAT APPLY:** a rezoning; conditional use permit;
280 variance; other _____ for the Assets for its proposed use described at lines 257-259. Seller
281 agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
282 acceptance, written notice to Seller if any item cannot be obtained or can only be obtained subject to conditions that
283 significantly increase the cost of Buyer's proposed use, in which case this Offer shall be null and void.

284 **DOCUMENT REVIEW/RECEIPT CONTINGENCY**

285 **■ BUYER OBTAINING DOCUMENTS:** This Offer is contingent upon Buyer, at Buyer's expense, obtaining the documents
286 checked on lines 287-289 within _____ days ("20" if left blank) after acceptance of this Offer **CHECK ALL THAT APPLY:**

287 _____
288 _____
289 _____

290 This contingency shall be deemed satisfied unless Buyer, within _____ days ("10" if left blank) of the deadline for Buyer
291 obtaining the documents on line 286, delivers to Seller a written notice indicating that this contingency has not been satisfied.

292 The notice shall identify which document(s) (a) cannot be timely obtained and why they cannot be obtained, or (b) do not
293 meet the standard set forth for the document(s).

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

296 ■ **SELLER DELIVERING DOCUMENTS:** This Offer is contingent upon Seller delivering the optional documents checked
297 on lines 299-318 to Buyer within ___ days ("20" if left blank) after acceptance of this Offer. All documents Seller delivers to Buyer
298 shall be true, accurate, current and complete. **CHECK ALL THAT APPLY:**

- 299 Documents showing the sale of the Assets has been properly authorized, if Seller is a business entity.
- 300 A complete inventory of all included Business Personal Property which shall be consistent with all prior
301 representations.
- 302 Uniform Commercial Code lien search as to the Business Personal Property included in the purchase price, showing
303 the Business Personal Property to be free and clear of all liens, other than liens to be released prior to or from the proceeds
304 of closing.
- 305 Copies of all leases affecting the Assets, which shall be consistent with all prior representations.
- 306 Estimated principal balance of accounts receivable which shall be consistent with all prior representations.
- 307 Estimated principal balance of accounts payable which shall be consistent with all prior representations.
- 308 Copy of profit and loss statements, balance sheets, business books and records, and income tax returns for the
309 following years _____ which shall be consistent with all prior
310 representations.
- 311 Copies of all current licenses held by Business which indicate that Business holds all licenses required for current
312 operations.
- 313 Copies of franchise agreements, if any, which shall be consistent with all prior representations.
- 314 Any agreements restricting Seller from competing with Buyer after closing which shall be consistent with all prior
315 representations.
- 316 Other _____
- 317 Other _____
- 318 Other _____

319 This contingency shall be deemed satisfied unless Buyer, within _____ days ("10" if left blank) of the deadline for delivery
320 of the documents on lines 299-318, delivers to Seller a written notice indicating that this contingency has not been satisfied.
321 The notice shall identify which document(s): (a) have not been timely delivered; or (b) do not meet the standard set forth for
322 the document(s). Buyer shall keep all such documents confidential and disclose them to third parties only to the extent
323 necessary to implement other provisions of this Offer.

324 ■ **BUYER TERMINATION RIGHTS:** If Seller does not make timely delivery of any document by the stated deadline; Buyer
325 may terminate this Offer if Buyer delivers a written notice of termination to Seller prior to Buyer's Actual Receipt of the
326 document(s) identified in Buyer's written notice as not having been timely received. Buyer shall return all documents
327 (originals and any reproductions) to Seller if this Offer is terminated.

328 **CHANGE OR EXPANSION OF THE BUSINESS** If Buyer contemplates improving, developing or changing the use of the
329 Assets or changing or expanding the Business, Buyer may need to address municipal ordinances and zoning, recorded
330 building and use restrictions, and covenants and easements which may prohibit some improvements or uses. The need for
331 licenses, building permits, zoning variances, environmental audits, etc. may need to be investigated to determine feasibility
332 of improvements, development or use changes for the Assets. Contingencies for investigation of these issues may be added
333 to this Offer. See lines 250-283 or 621-644. If plant closings or mass layoffs will occur as a result of this Offer the Buyer and
334 Seller should review federal and state plant closing laws.

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

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

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

350 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 335-349).
 351 (1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Assets which
 352 discloses no Deficiencies.
 353 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
 354 an inspection of _____

355 _____
 356 (list any specific Asset or Asset component(s) or feature(s) or structural, mechanical or technology systems and
 357 equipment to be separately inspected) which discloses no Deficiencies.

358 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection,
 359 provided they occur prior to the Deadline specified at line 364. Each inspection shall be performed by a qualified
 360 independent inspector or independent qualified third party.

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

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

364 This contingency shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers
 365 to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
 366 Deficiencies identified in the inspection report(s) to which Buyer objects (Notice of Deficiencies).

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

368 For the purpose of this contingency, Deficiencies do not include conditions the nature and extent of which Buyer had actual
 369 knowledge or written notice before signing the Offer.

370 **NOTE: "Deficiency" as defined on lines 541-543 means an imperfection that materially impairs the worth or utility
 371 of an Asset; makes such Asset unusable or significantly harmful; or substantially prevents such Asset from
 372 functioning or operating as designed or intended.**

373 **■ RIGHT TO CURE:** Seller (shall) (shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Deficiencies.
 374 If Seller has the right to cure, Seller may satisfy this contingency by:

375 (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Deficiencies stating Seller's election
 376 to cure Deficiencies;

377 (2) curing the Deficiencies in a good and workmanlike manner; and

378 (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing.

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

381 (1) Seller does not have a right to cure; or

382 (2) Seller has a right to cure but:

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

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

385 **IF LINE 386 IS NOT MARKED OR IS MARKED N/A LINES 436-447 APPLY.**

386 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
 387 _____ [loan type or specific lender, if any] first priority loan commitment as described below,
 388 within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
 389 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial
 390 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
 391 required monthly payments may also include 1/12th of the estimated net annual taxes and hazard insurance premiums.
 392 The loan terms shall not include a prepayment premium. Buyer agrees to pay discount points in an amount not to exceed
 393 _____% ("0" if left blank) of the loan. If Buyer is using multiple loan sources or loan types, describe at lines **621-644** or
 394 in an addendum attached per line 619. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan
 395 origination fees, to promptly apply for a loan, and to provide evidence of application promptly upon request of Seller. Seller
 396 agrees to allow lender's appraiser access to the Assets.

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

400 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 401 or 402.**

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

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

407 **NOTE: If purchase is conditioned on Buyer obtaining financing for operations or development, consider adding a
 408 contingency for that purpose.**

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

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

- 413 (1) signed by Buyer; or
- 414 (2) accompanied by Buyer's written direction for delivery.

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

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

420 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 388.
421 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
422 written loan commitment from Buyer.

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

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

- 428 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 423-426; or
- 429 (2) the Deadline for delivery of the loan commitment set on line 388

430 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and security agreement under
431 the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended
432 accordingly.

433 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
434 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
435 worthiness for Seller financing.

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

- 438 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
439 the time of verification, sufficient funds to close; or
- 440 (2) _____

441 _____ [Specify documentation Buyer agrees to deliver to Seller].

442 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
443 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain financing
444 but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's appraiser access
445 to the Assets for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal
446 meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an
447 appraisal constitute a financing commitment contingency.

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

- 452 ♦ Principal Balance: \$_____ (same as line 389).
- 453 ♦ Rate of interest per year: _____ %.
- 454 ♦ Interest to be paid in (advance) (arrears) **STRIKE ONE** (arrears if neither is stricken).
- 455 ♦ Term: _____ (months/years).
- 456 ♦ Amortization Period: _____ (months/years).
- 457 ♦ Payments to be made monthly on _____ day of the month.
- 458 ♦ Late payment charge of _____ % of the monthly principal and interest for payments received more than _____ days
459 after the due date.
- 460 ♦ Prepayment fee: (None) (_____ if paid before _____) **STRIKE ONE** ("none" if neither is stricken).
- 461 ♦ Buyer understands that the entire balance of such debt will be due (balloon) at the end of the specified term. [Use if
462 amortization period exceeds term].
- 463 ♦ The default period shall be _____ days ("30" if left blank) for payments and _____ days ("30" if left blank) for performance
464 of any other obligations.
- 465 ♦ Following any payment default, interest shall accrue at the rate of _____ % per annum on the entire amount in default.
- 466 ♦ **[Use the following if Seller is taking back a second priority lien]:** Seller agrees that the collateral for this loan will
467 be subordinate to a first lien against the Assets in the (amount of _____ % of the purchase price) (sum of
468 \$_____) **STRIKE ONE**.
- 469 ♦ The default period shall be _____ days ("30" if left blank) for payments and _____ days ("30" if left blank) for
470 performance of any other obligations.

471 ♦ Following any payment default, interest shall accrue at the rate of _____ % per annum on the entire amount in
472 default until such time, if any, as the default is cured.

473 ♦ Other: _____
474 _____.

475 ■ **CREDIT REPORT:** Buyer must deliver a current credit report to Seller (together with this Offer)(within ___ days ("5" if left
476 blank) of acceptance of this Offer) **STRIKE AND COMPLETE AS APPLICABLE**. Within _____ days ("7" if left blank)
477 of Buyer's delivery of such report Seller may, in Seller's reasonable discretion, object to Buyer's credit worthiness and void
478 this contract by delivering to Buyer written notice of such objection.

479 ■ **LOAN DOCUMENTATION:** Seller's attorney shall prepare the loan documentation at Seller's expense and distribute the
480 proposed draft no later than _____ days ("21" if left blank) prior to closing, for approval by Buyer. Within _____ days
481 ("7" if left blank) of delivery of the proposed documents, the Buyer may provide written notice to the Seller specifying the
482 Buyer's objections, and the Offer shall be null and void unless (1) the parties agree to amended documentation or (2) Buyer
483 provides Seller a commitment for the above financing from a third party lender within ___ days ("14" if left blank) of delivery
484 of the proposed documents.

485 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender obtaining the appraisal reports
486 checked below at buyer's expense. This contingency shall be deemed satisfied unless Buyer, within _____ days of
487 acceptance, delivers to Seller a copy of the appraisal report(s) dated subsequent to the date stated on line 1 of this Offer,
488 indicating the appraised value is less than the amount(s) indicated in the corresponding subsection(s) selected below and
489 a written notice objecting to the appraised value(s) **CHECK LINES 490 OR 493 AS APPROPRIATE**:

490 **ALL ASSETS APPRAISAL:** An appraisal of all Assets appraised by a qualified independent appraiser who issues
491 an appraisal report dated subsequent to the date stated on line 1 of this Offer indicating an appraised value for the
492 Assets equal to or greater than the agreed upon purchase price.

493 **SPECIFIED ASSETS APPRAISAL:** An appraisal of the following Assets: _____
494 _____ (specify
495 by category such as inventory, vehicles, machinery, equipment, etc. or name specific Assets) by a qualified independent
496 appraiser who issues an appraisal report(s) dated subsequent to the date stated on line 1 of this Offer indicating an
497 appraised value equal to or greater than \$ _____.

498 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure. If Seller has
499 the right to cure, Seller may satisfy this contingency by delivering a written amendment to Buyer within _____ days ("7" if
500 left blank) after Buyer's delivery of the appraisal report of all Assets and a notice objecting to the appraised value, solely to
501 adjust the purchase price of the Assets to match the appraised value. If Seller has the right to cure and the appraisal is of
502 specified Assets, Seller may satisfy this contingency by delivering a written amendment to Buyer within _____ days ("7" if
503 left blank) after Buyer's delivery of the appraisal report and the notice objecting to the appraised value, solely to reduce the
504 purchase price of the Assets by the difference between the amount stated on line 17 above and the appraised value if the
505 appraised value is less than the amount on line 17. Buyer agrees to deliver an accepted copy of the amendment to Seller
506 within _____ days ("5" if left blank) after Seller's delivery of the amendment to Buyer. Buyer and Seller agree to make other
507 amendments to this Offer necessitated by this change in purchase price.

508 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to the appraised value(s) and the
509 written appraisal report(s) and:

- 510 (1) Seller does not have the right to cure; or
- 511 (2) Seller has the right to cure but:
 - 512 (a) Seller delivers written notice that Seller will not amend the Offer to adjust the purchase price; or
 - 513 (b) Seller does not timely deliver the written amendment adjusting the purchase price as described above.

514 **CAUTION: Buyer may wish to confer with Buyer's lender(s) before engaging any appraisers to ensure the appraiser
515 is acceptable to the lender.**

516 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
517 personal property taxes, rents, prepaid insurance (if transferred and assumed), private and municipal charges, fuel, other
518 prepaid amounts for items being transferred to Buyer, and _____
519 _____.

520 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
521 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

522 ■ **PERSONAL PROPERTY TAXES:** Personal property taxes shall be prorated based on (the taxes for the current year, if
523 known, otherwise on the taxes for the preceding year) (_____) **STRIKE AND COMPLETE AS APPLICABLE**.
524 _____

525 **CAUTION: If the Assets have not been fully assessed for tax purposes or if proration on the basis of personal
526 property taxes for the preceding year is not acceptable, insert estimated annual tax or other basis for proration.**

527 **DEFINITIONS**

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

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

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

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

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

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

546 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
547 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.

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

555 **MAINTENANCE** Seller shall maintain the physical Assets and all personal property included in the purchase price until the
556 earlier 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
557 for ordinary wear and tear and changes agreed upon by Parties.

558 **DAMAGE TO ASSETS BETWEEN ACCEPTANCE AND CLOSING** If, prior to the earlier of closing or occupancy by Buyer,
559 the physical Assets are damaged in an amount not more than five percent of the purchase price, other than normal wear
560 and tear, Seller shall promptly notify Buyer in writing, and will be obligated to repair the damaged physical Assets and
561 restore them to materially the same condition they were in as of the date on line 1 of this Offer. Seller shall provide Buyer
562 with copies of all required permits and lien waivers for the lienable repairs and restoration no later than closing. If Seller is
563 unable to repair and restore the damaged physical Assets, Seller shall promptly notify Buyer in writing and this Offer may
564 be canceled at the option of the Buyer. If the amount of damage exceeds five percent of the purchase price, Seller shall
565 promptly notify Buyer in writing of the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to
566 carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage
567 to the physical Assets, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if
568 any.

569 **BUYER'S PRE-CLOSING VIEW OF ASSETS** Within 3 days prior to closing, at a reasonable time pre-approved by Seller
570 or Seller's agent, Buyer shall have the right to view the physical Assets solely to determine that there has been no significant
571 change in the condition of the Assets, except for ordinary wear and tear and changes approved by Buyer, and that any
572 repairs have been completed in the manner agreed to by the Parties.

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

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

578 If Buyer defaults, Seller may:

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

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

582 If Seller defaults, Buyer may:

583 (1) sue for specific performance; or

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

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

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

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

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

598 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
599 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
600 601-616.

601 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
602 603 or 604.

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

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

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

606 Seller: (_____) _____ Buyer: (_____) _____

607 (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a
608 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's
609 address at line 612 or 613.

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

612 Address for Seller: _____

613 Address for Buyer: _____

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

615 Email Address for Seller: _____

616 Email Address for Buyer: _____

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

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

621 **ADDITIONAL PROVISIONS** _____
622 _____
623 _____
624 _____
625 _____
626 _____
627 _____
628 _____
629 _____
630 _____
631 _____
632 _____
633 _____
634 _____
635 _____
636 _____
637 _____
638 _____
639 _____
640 _____
641 _____
642 _____
643 _____
644 _____

645 This Offer was drafted] by [Licensee and firm] _____

646 **NOTE: THIS OFFER TO PURCHASE IS FOR THE SALE OF BUSINESS ASSETS. CONSULT APPROPRIATE**
647 **ADVISORS FOR TAX, LICENSING, LIABILITY OR RELATED ISSUES.**

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

650
651 Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate
652 agent, Firm, lender, title company, attorney or other source connected to your transaction. These
653 communications are convincing and professional in appearance but are created to steal your
654 money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate
655 source.

656
657 DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU
658 calling a verified number of the entity involved in the transfer of funds. Never use contact
659 information provided by any suspicious communication.

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

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

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

662 Buyer Entity Name (if any) (include type and state of organization): _____

663 (x) _____
664 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

665 (x) _____
666 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

667 Buyer Entity Name (if any) (include type and state of organization): _____

668 (x) _____
669 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

670 (x) _____
671 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

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

676 Seller Entity Name (if any) (include type and state of organization): _____

677 (x) _____
678 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

679 (x) _____
680 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

681 Seller Entity Name (if any) (include type and state of organization): _____

682 (x) _____
683 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

684 (x) _____
685 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

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

688 This Offer is rejected _____ This Offer is countered [See attached counter] _____
689 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

WB-24 OPTION TO PURCHASE

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

3 The Seller (Optionor), _____, hereby grants to
4 the Buyer (Optionee), _____,
5 an option to purchase (Option) the Property known as [Street Address] _____

6 _____ in the _____
7 of _____, County of _____, Wisconsin, on the following terms:

8 **~~DEADLINE FOR GRANT OF OPTION~~** This Option is void unless a copy of the Option, or separate but identical copies,
9 is/are signed by all Sellers and delivered to Buyer on or before _____ (Time is of the Essence).

10 **~~OPTION TERMS~~**

11 ■ **INITIAL OPTION FEE:** An option fee of \$ _____ will be paid by Buyer to Seller within _____ days
12 of the later of: (i) the granting of this Option, or (ii) the deadline for execution of a lease if line 71 of this Option is checked.

13 ■ **EXERCISE DEADLINE:** This Option may only be exercised if Buyer delivers written notice to Seller no later than
14 midnight on _____ unless extended per lines 18-19.

15 ■ **EXERCISE:** To exercise this Option, Buyer must sign and deliver (i) the notice at lines 506-512, or (ii) any other written
16 notice which states that Buyer exercises this Option. If the Option is exercised, \$ _____ of the option fee
17 and \$ _____ of the option extension fee, if any, shall be a credit against the purchase price at closing.

18 ■ **EXTENDED OPTION TERM:** The Deadline to exercise this Option shall be extended until midnight on _____,
19 upon payment of an option extension fee of \$ _____ to Seller on or before _____.

20 ■ **OPTION FEES:** Unless otherwise provided in this Option, the option fee and the option extension fee shall be nonrefundable.

21 **CAUTION: If the option fees are to be paid into the listing firm's trust account or to a third party, specify in additional**
22 **provisions at lines 447-474 or in a separate agreement attached per line 446. An escrow agreement should be drafted**
23 **by the Parties or an attorney.**

24 **~~TERMS OF PURCHASE~~** If this Option is exercised per the terms of this Option the following shall be the terms of purchase:

25 ■ **PURCHASE PRICE:** _____ Dollars
26 (\$ _____) will be paid in cash or equivalent at closing unless otherwise agreed in writing.

27 ■ **INCLUDED IN PURCHASE PRICE:** Included in the purchase price is the Property, all Fixtures on the Property as of
28 the date on line 1 of this Option (unless excluded at lines 33-34), and the following additional items: _____

29 _____
30 **NOTE: The terms of this Option, not the listing contract or marketing materials, determine what items are included**
31 **or not included.**

32 ■ **NOT INCLUDED IN PURCHASE PRICE:** Not included in purchase price is Seller's personal property (unless included
33 at lines 28-29) and the following: _____

34 _____
35 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines**
36 **38-47) to be excluded by Seller or that are rented (e.g., water softeners or other water treatment systems, LP**
37 **tanks, etc.) and will continue to be owned by the lessor.**

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

48 **CAUTION: Exclude any Fixtures to be retained by Seller or which are not owned by Seller, such as rented fixtures**
49 **(e.g., water softener or other water conditioning systems, home entertainment and satellite dish components,**
50 **L.P. tanks, etc.) on lines 33-34.**

51 **CAUTION: Consider an agreement which addresses responsibility for clearing the Property of personal property and**
52 **debris, if applicable.**

53 **~~TIME IS OF THE ESSENCE~~** "Time is of the Essence" as to: (1) payment of option fees; (2) payment of extension fees;
54 (3) Seller's grant of this Option; (4) Buyer's exercise of this Option; (5) occupancy; (6) date of closing; **~~STRIKE AS~~**
55 **~~APPLICABLE~~** and all other dates and Deadlines in this Option except: _____

56 _____ If "Time is of the Essence" applies to a date or Deadline,
57 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
58 date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

59 **RECORDING OF OPTION** Buyer (may) (may not) **STRIKE ONE** record this Option at Buyer's expense.
60 Buyer (may) (may not) **STRIKE ONE** ("may" if neither is stricken) record a separate instrument evidencing this Option at
61 Buyer's expense. If recording this Option or a separate instrument evidencing this Option, the parties agree to provide the
62 applicable legal description and authenticated or acknowledged signatures as may be required.

63 **CAUTION: Failure to record may give persons with subsequent interests in the Property priority over this Option.**
64 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
65 under the lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written)
66 (oral) **STRIKE ONE** lease(s), if any, are _____
67 _____

68 Insert additional terms, if any, at lines 447-474 or attach as an addendum per line 446.

69 **LEASE-OPTION PROVISIONS** **CHECK BOX ON LINE 70 OR 71, IF APPLICABLE:**

- 70 Concurrent with the granting of the Option, Seller and Buyer have entered into a written lease for the Property.
- 71 This Option is contingent upon Seller and Buyer, within _____ days from the granting of this Option,
- 72 entering into a written lease for the Property with minimum terms which shall include: term from _____
- 73 to _____ and an initial rent of _____ per month or this Option shall be null and void.

74 **CHECK ANY OF THE FOLLOWING THAT APPLY, IF LINE 70 OR 71 WAS CHECKED ABOVE:**

- 75 In the event that this Option is timely exercised, \$ _____ of each monthly rent payment of
- 76 \$ _____ shall be applied to the purchase price while the balance shall be deemed solely
- 77 rent that is retained by Seller.

78 **NOTE: Lenders may not recognize a credit for rent paid under a lease.**

- 79 Buyer may not exercise this Option unless Buyer is current with all rent.
- 80 Any material breach of the lease by Buyer shall also constitute a default under this Option.

81 _____
82 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that, as of the date Seller grants this Option,
83 Seller has no notice or knowledge of any Defects (lines 266-269) other than those identified in Seller's disclosure report
84 dated _____ and, if applicable, Real Estate Condition Report dated _____, and, if
85 applicable, Vacant Land Disclosure Report dated _____, which was/were received by Buyer prior to Buyer
86 signing this Option and which is/are made a part of this Option by reference **COMPLETE DATES OR STRIKE AS**
87 **APPLICABLE** and _____
88 _____

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

90 **CAUTION: Wisconsin law requires owners of property that includes one-to-four dwelling units to provide Buyers**
91 **with a Real Estate Condition Report as provided in Wis. Stat. § 709.03. If the Property does not include any**
92 **buildings, a Vacant Land Disclosure Report containing the disclosures provided in Wis. Stat. § 709.033 may be**
93 **required. Excluded from these requirements are sales of property with 1-4 dwelling units that has never been**
94 **inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, for**
95 **example, personal representatives who have never occupied the Property. The law provides: "§ 709.02**
96 **Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of**
97 **sale or option contract, to the prospective buyer of the property a completed copy of the report . . . A prospective**
98 **buyer who does not receive a report within the 10 days may, within two business days after the end of that 10-**
99 **day period, rescind the ... option contract by delivering a written notice of rescission to the owner or the owner's**
100 **agent." Buyer may also have certain rescission rights if a Real Estate Condition Report or Vacant Land Disclosure**
101 **Report disclosing defects is furnished before expiration of the 10 days, but after the Option is submitted to Seller.**
102 **Buyer should review the report form or consult with an attorney for additional information regarding rescission**
103 **rights.**

104 Seller agrees to notify Buyer in writing of any Defect which Seller becomes aware of after Seller's granting of, but prior to
105 Buyer's exercise of this Option, which is materially inconsistent with the above representations. For purposes of this
106 provision (lines 104-107), Defect does not include structural, mechanical or other conditions of which the Buyer has actual
107 knowledge or written notice or which Buyer discovers prior to the exercise of this Option.

108 **BUYER DUE DILIGENCE** Prior to the granting or exercising of this Option, Buyer may wish to perform certain authorized
109 inspections, investigations and testing of the Property. Buyer shall provide for any specific inspections, investigations or
110 tests Buyer intends to perform as part of Buyer's due diligence items on lines 138-142, 447-474, or attach as an addendum
111 per line 446. In addition, Buyer may need to obtain and review documents relevant to financing approval, appraisals, or
112 perform general due diligence activities for the transaction, including but not limited to: business records, condominium
113 documents, maps or other information, municipal and zoning ordinances, recorded building and use restrictions,
114 covenants and easements of record, as they may prohibit or restrict certain uses and improvements for the Property.
115 Buyer may also need to obtain or verify certain permits, zoning variances, other governmental or private approvals,
116 environmental audits and subsoil tests, required road improvements, utility hook-up and installation costs, or other

117 development related costs and fees, in order to fully determine the feasibility of any proposed or planned development of
 118 the Property. Seller agrees to cooperate with Buyer as necessary to complete any due diligence items or any authorized
 119 investigations, testing and inspections as provided for in this Option, without cost to Seller, unless otherwise agreed by
 120 the Parties in writing.

121 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific authorizations are included in this
 122 Option. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
 123 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
 124 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or
 125 building materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's
 126 inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon advance notice, if
 127 necessary to perform the activities authorized in this Option. Buyer or licensees or both may be present at all inspections
 128 and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct
 129 testing of the Property. Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections
 130 and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection
 131 and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution
 132 which may be required to be reported to the Wisconsin Department of Natural Resources.

133 **AUTHORIZATION FOR APPRAISAL, INSPECTIONS AND TESTS** Buyer is authorized to have the Property appraised by a
 134 Wisconsin licensed or certified appraiser and to conduct the following inspections and tests (see lines 121-132) prior to Buyer's
 135 exercise of this Option. Any inspection(s) and test(s) shall be performed by a qualified independent inspector or expert, or an
 136 independent qualified third party. Inspections and testing shall be conducted pursuant to government or industry protocols and
 137 standards, as applicable.

138 List inspections (e.g., home, roof, foundation, septic) here: _____

139 _____
 140 List tests (e.g., radon, lead-based paint, well water) here: _____

141 _____
 142 Describe additional inspections and tests, if any, at lines 447-474 or attach as an addendum per line 446.

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

146 **CLOSING** This transaction is to be closed (within _____ days after the exercise of this
 147 Option) (no later than _____) **STRIKE AND COMPLETE AS APPLICABLE** at the
 148 place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday,
 149 or a federal or a state holiday, the closing date shall be the next Business Day.

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

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

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

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

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

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

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

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

167 _____

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

172 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes
 173 on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall,
 174 within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The
 175 Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-

176 closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in
177 this transaction.

178 **TITLE EVIDENCE**

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

186 _____
187 _____ (insert other allowable exceptions from title, if any),
188 which constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
189 the documents necessary to provide a recordable conveyance and pay the Wisconsin Real Estate Transfer Fee.

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

193 ■ **SELLER CHANGES PROHIBITED:** The Parties agree that Seller shall not rezone the Property or create any additional
194 liens or encumbrances on title after Seller grants this Option without Buyer's prior written consent except for liens and
195 encumbrances that will be removed at closing.

196 **TITLE UPON GRANTING OF OPTION**

197 If the box at line 199 is not checked, no title insurance commitment shall be provided by Seller upon the granting of this
198 Option.

199 A title insurance commitment shall be delivered to Buyer or Buyer's attorney not more than _____ days ("15" if
200 left blank) after Seller grants this Option showing title to the Property as of a date no more than 15 days before delivery
201 of such title evidence to be merchantable per lines 179-188, subject only to liens which will be paid out of the proceeds
202 of closing and standard title insurance requirements and exceptions. (Seller)(Buyer) ~~STRIKE ONE~~ ("Buyer" if neither is
203 stricken) shall pay for this title evidence.

204 ■ **TITLE NOT ACCEPTABLE UPON GRANTING OF OPTION:** If the title insurance commitment delivered after the
205 granting of this Option is not acceptable, Buyer shall notify Seller in writing of Buyer's objections to title within _____
206 days ("15" if left blank) after delivery of the title insurance commitment to Buyer or Buyer's attorney. Seller shall have
207 _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating
208 Seller's election to remove or not to remove the objections by time of closing. If Seller elects not to remove said objections,
209 or no election is made by Seller by the deadline at line 207, Buyer shall have (5) days to deliver written notice to Seller
210 terminating this Option and Buyer's option fee (shall) (shall not) ~~STRIKE ONE~~ be returned ("shall" if neither is stricken) to
211 Buyer. If Buyer does not deliver timely written notice terminating this Option, Buyer's title objections made under the
212 provisions of lines 204-206 are waived and the title evidence delivered to Buyer herein is deemed acceptable.

213 **TITLE UPON EXERCISE OF OPTION**

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

218 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's)
219 ~~STRIKE ONE~~ ("Seller's" if neither is stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
220 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
221 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
222 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines
223 230-231).

224 ■ **DELIVERY OF MERCHANTABLE TITLE:** If Buyer exercises this Option, the required title insurance commitment shall
225 be delivered to Buyer's attorney or Buyer not less than _____ days ("15" if left blank) after exercise of the Option showing
226 title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines
227 179-188, subject only to liens which will be paid out of the proceeds of closing, any title evidence disclosed and deemed
228 acceptable to Buyer under the provisions at lines 204-212 unless otherwise agreed by parties, and standard title insurance
229 requirements and exceptions.

230 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
231 Buyer's objections to title by the time set for closing. Seller shall have _____ days ("15" if left blank), from Buyer's delivery
232 of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections and the
233 time for closing shall be extended as necessary for this purpose. If Seller is unable to remove said objections, Buyer shall
234 have 5 days from receipt of notice thereof to deliver written notice waiving the objections, and the time for closing shall
235 be extended accordingly. If Buyer does not waive the objections, Buyer may deliver written notice to Seller terminating

236 this Option and Buyer's option fee (shall) (shall not) **STRIKE ONE** be returned ("shall not" if neither is stricken) to Buyer.
237 Buyer may not object to title matters deemed acceptable under the provisions at lines 204-212 (if applicable).
238 If Seller does not remove title matters agreed upon under the provisions at lines 204-208 (if applicable) by time of closing,
239 or if there are any prohibited changes at lines 193-195, Buyer shall retain all remedies for a Default, if any, by Seller under
240 this Option as stated at lines 315-318.

241 Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.
242 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES**: Special assessments, if any, levied or for work actually commenced
243 prior to the date this Option is exercised shall be paid by Seller no later than closing. All other special assessments shall
244 be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
245 describing the planned improvements and the assessment of benefits.

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

252 **DEFINITIONS**

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

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

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

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

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

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

272 ■ **PROPERTY**: Unless otherwise stated, "Property" means the real estate described at lines 5-7.

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

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

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

280 **BUYER'S WALK-THROUGHS** Within 3 days of the earlier of: (i) the Deadline for Buyer's exercise of this Option; or (ii)
281 the Buyer's exercise of this Option; and again within 3 days prior to closing, at a reasonable time pre-approved by Seller
282 or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant
283 change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by the Parties, and
284 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

285 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the
286 earlier of closing or Buyer's occupancy, in materially the same condition it was in as of the date Buyer exercises this
287 Option, except for ordinary wear and tear and changes agreed upon by Parties.

288 **PROPERTY DAMAGE BETWEEN EXERCISE OF OPTION AND CLOSING** If, prior to closing, the Property is damaged
289 in an amount of not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly
290 notify Buyer in writing, and will be obligated to restore the Property to materially the same condition that it was on the day
291 this Option was exercised. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable
292 repairs no later than closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly
293 notify Buyer in writing of the damage and this Option may be canceled at the option of Buyer. Should Buyer elect to carry
294 out this Option despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to
295 the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any.

296 However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust
297 for the sole purpose of restoring the Property.

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

305 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
306 this Option at lines 447-474 or in an addendum attached per line 446. At time of Buyer's occupancy, Property shall be in
307 broom swept condition and free of all debris and personal property except for personal property belonging to current
308 tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

312 If Buyer defaults, Seller may:

313 (1) sue for specific performance if Buyer has exercised this Option; or

314 (2) terminate the Option and may sue for actual damages.

315 If Seller defaults, Buyer may:

316 (1) sue for specific performance; or

317 (2) terminate the Option and may sue for actual damages.

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

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

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

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

331 **CONDOMINIUM UNITS**

332 **CAUTION: If this Option involves a condominium unit, Buyer should obtain and review the condominium**
333 **disclosure documents before entering into this Option. See lines (108-120).**

334 If the Property is a residential condominium unit, Seller must comply with the following:

335 ■ **CONDOMINIUM DISCLOSURE MATERIALS:** Seller agrees to deliver to Buyer, within 10 days of Buyer exercising this
336 Option, current and accurate copies of the condominium disclosure materials required by Wis. Stat. § 703.33. The
337 condominium disclosure materials include a copy of the following and any amendments to any of these [except as may
338 be limited for small condominiums with no more than 12 units per Wis. Stat. § 703.365(1)(b) and (8)]: (a) proposed or
339 existing declaration, bylaws and any rules or regulations, and an index of the contents; (b) proposed or existing articles
340 of incorporation of the association, if it is or is to be incorporated; (c) proposed or existing management contract,
341 employment contract or other contract affecting the use, maintenance or access of all or part of the condominium; (d)
342 projected annual operating budget for the condominium including reasonable details concerning the estimated monthly
343 payments by the purchaser for assessments and other monthly charges; (e) leases to which unit owners or the association
344 will be a party; (f) general description of any contemplated expansion of condominium including each stage of expansion
345 and the maximum number of units that can be added to the condominium; (g) unit floor plan showing location of common
346 elements and other facilities available to unit owners; (h) the executive summary.

347 ■ **BUYER RESCISSION RIGHTS:** As provided in Wis. Stat. § 703.33(4)(a), Buyer may, within 5 business days after
348 receipt of all the required disclosure documents or following notice of any material changes in the required disclosure
349 documents, rescind this Option by written notice delivered to Seller. If the disclosure materials are delivered to Buyer and
350 Buyer does not receive all of the disclosure documents, Buyer may, within 5 business days after Buyer's receipt of the
351 disclosure materials, either rescind the Option or request any missing documents. Seller has 5 business days after receipt
352 of Buyer's request for missing documents to deliver the requested documents. Buyer may rescind the sale within 5
353 business days after the earlier of Buyer's receipt of requested missing documents or the deadline for Seller's delivery of
354 the documents [Wis. Stat. § 703.33(4)(b)]. Any document delivered to Buyer may not be changed or amended following

355 delivery if the change or amendment would materially affect the rights of Buyer without first obtaining approval of Buyer.
356 A copy of any such amendments shall be delivered promptly to Buyer.

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

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

363 **CONTINGENCY FOR ADDITIONAL CONDOMINIUM INFORMATION:** This Option is contingent upon Seller delivering to
364 Buyer, at Seller's expense, within 10 days of Buyer exercising this Option the information listed below that exists as of the date on
365 line 1 of this Option:

- 366 ♦ The Condominium Association's financial statements for the last 2 two years.
- 367 ♦ The minutes of the last 3 Unit owners' meetings.
- 368 ♦ The minutes of Condominium board meetings during the 12 months prior to acceptance of this Option.
- 369 ♦ Information about contemplated or pending Condominium special assessments.
- 370 ♦ The Association's certificate of insurance.
- 371 ♦ A statement from the Association indicating the balance of reserve accounts controlled by the Association.
- 372 ♦ Any Common Element inspection reports (e.g. roof, swimming pool, elevator and parking garage inspections, etc.) held
373 by the Association.
- 374 ♦ Information regarding any pending litigation involving the Association.
- 375 ♦ The Declaration, bylaws, budget and/or most recent financial statement of any master association or Additional
376 Association the Unit may be part of.
- 377 ♦ Other: _____

378 (hereinafter collectively the "listed materials").

379 **NOTE: Because not all of the listed materials may exist or be available from the Condominium Association, Seller may**
380 **wish to verify availability prior to Seller's granting of this Option.**

381 ■ **BUYER RESCISSION RIGHTS:** Buyer may, within 5 business days after receipt of all the listed materials rescind this Option
382 by written notice delivered to Seller. If the materials are delivered to Buyer and Buyer does not receive all of the listed materials,
383 Buyer may, within 5 business days after Buyer's receipt of the materials, either rescind the Option or request any missing materials
384 in writing. Seller has 5 business days after receipt of Buyer's request for missing listed materials to deliver the requested materials.
385 Buyer may rescind the sale within 5 business days after the earlier of Buyer's receipt of requested missing materials or the deadline
386 for Seller's delivery of the materials.

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

390 ■ **OPTION FEES NOT A DEPOSIT:** The Parties agree that if this Option is for a residential condominium unit, the option fee
391 and any option extension fee are not deposits subject to return under Wis. Stat. § 703.33(4)(c).

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

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

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

404 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
405 condition report incorporated in this Option per lines 82-89, or (2) no later than 10 days after acceptance, Seller delivers
406 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 412-414 apply.

407 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
408 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
409 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
410 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of
411 this Option and proceed under lines 315-318.

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

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

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

425 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Option, delivery of documents and
426 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 428-
427 443.

428 (1) **Personal:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line
429 430 or 431.

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

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

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

433 Seller: (_____) _____ Buyer: (_____) _____

434 (3) **Commercial:** depositing the document or written notice, fees prepaid or charged to an account, with a
435 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the
436 Party's address at line 439 or 440.

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

439 Address for Seller: _____

440 Address for Buyer: _____

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

442 Email Address for Seller: _____

443 Email Address for Buyer: _____

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

446 **ADDENDA:** The attached _____ is/are made part of this Option.

447 **ADDITIONAL PROVISIONS** _____

448 _____
449 _____
450 _____
451 _____
452 _____
453 _____
454 _____
455 _____
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467 _____
468 _____
469 _____
470 _____
471 _____
472 _____
473 _____
474 _____

475 **IF GRANTED, THIS OPTION CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ**
476 **THIS OPTION AND ALL ATTACHMENTS CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE**
477 **PROVISIONS OF THE OPTION BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING**
478 **YOUR LEGAL RIGHTS UNDER THIS OPTION OR HOW TITLE SHOULD BE TAKEN AT CLOSING IF THE OPTION IS**
479 **EXERCISED. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

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

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

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

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

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

493 Buyer Entity Name (if any): _____

494 (x) _____

495 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

496 (x) _____

497 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

498 **SELLER GRANTS THIS OPTION. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
499 **OPTION SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
500 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
501 **COPY OF THIS OPTION.**

502 Seller Entity Name (if any): _____

503 (x) _____

504 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

505 (x) _____

506 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

507 This Option was presented to Seller by [Licensee and Firm] _____

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

509 This Option is rejected _____ This Option is countered _____

510 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

511 **NOTE: Parties wishing to counter this Option should draft a new Option (WB-24) or draft a Counter-Offer (WB-44) to**
512 **reference this Option.**

513 **NOTICE OF EXERCISE OF OPTION** By signing below and delivering this notice (see lines 425-443) to Seller, Buyer hereby
514 exercises this Option to Purchase.

515 Buyer Entity Name (if any): _____

516 (x) _____

517 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

518 (x) _____

519 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

WB-47 AMENDMENT TO BUYER AGENCY OR TENANT REPRESENTATION AGREEMENT

1 It is agreed that the (WB-36 Buyer Agency Agreement) (WB-38 Commercial Buyer Agency/Tenant
2 Representation Agreement) (WB-39 Tenant Representation Agreement) **STRIKE THOSE NOT APPLICABLE**
3 dated _____, _____, (hereinafter Agreement) between the undersigned is amended as follows:
4 The expiration date of the Agreement is changed from _____, ____ to midnight _____, ____.
5 Other: _____
6 _____
7 _____
8 _____
9 _____
10 _____
11 _____
12 _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____

24 ALL OTHER TERMS OF THE AGREEMENT AND ANY PRIOR AMENDMENTS REMAIN UNCHANGED.

25 _____ (x) _____
26 Firm Name ▲ Client's Signature ▲ Date ▲
27 Print Name ►

28 (x) _____ (x) _____
29 Agent's Signature ▲ Date ▲ Client's Signature ▲ Date ▲
30 Print Name ► Print Name ►

31 _____
32 Client Entity Name (if any) ▲

33 (x) _____
34 Authorized Signature ▲ Date ▲
35 Print Name & Title ►

36 **CAUTION: This Agreement belongs to the Firm. Agents for the Firm do not have the authority to enter**
37 **into a mutual agreement to terminate the Agreement, amend the compensation terms or shorten the term**
38 **of the Agreement without the written consent of the Agent(s)' supervising broker.**

39 This written consent may be obtained with the supervising broker's signature below or a separate consent.

40 (x) _____
41 Supervising Broker's Signature ▲ Print Name ► Date ▲