

**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 452-474 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 452-474 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, 452-474, 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 452-474 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 452-474 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  **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount  
448 of \_\_\_\_\_ (e.g., dollar amount, % of purchase price, etc.), toward Buyer's  
449 brokerage fees at closing. Payment made under this provision represents an economic adjustment only and does not  
450 create any agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and  
451 intended third party beneficiary of this contract.

452 **ADDITIONAL PROVISIONS** \_\_\_\_\_

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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 ▲