BROKER DRAFTING THIS OFFER ON [DATE] IS (AGENT OF SELLER)(AGENT OF BUYER)(DUAL AGENT) **STRIKE TWO**

**GENERAL PROVISIONS**

The Buyer, ______________, offers to purchase the following described Time Share Unit(s): ______________.

**COMPLETE DESCRIPTION INCLUDING LISTED INTERVAL(S), UNIT(S), BUILDING(S) AND OTHER NECESSARY DETAILS**

The Time Share, in accordance with the Time Share instrument (including any amendments or supplements) under Wisconsin Time-share Act, Chapter 707, Wisconsin Statutes, together with its undivided interests and any special rights and privileges related to the Unit(s) ("Property") on the following terms:

**PURCHASE PRICE:**

$______________ Dollars ($______________) accompanies this offer and earnest money of $______________. The earnest money will be returned to the Buyer or canceled by the Offeror with written notice of acceptance within ____ days of acceptance.

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

**ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** The Time Share Estate's interest in any personal property and fixtures, any amenities and any common surplus and reserves of the Time Share and the following additional items: ______________.

The Property includes eligibility for: Exchange program yes ( ) no ( ); Club membership yes ( ) no ( ); other: ______________.

**ITEMS NOT INCLUDED IN THE PURCHASE PRICE:**

**CURRENT ANNUAL MAINTENANCE FEE IS** $______________, Buyer will pay $______________ maintenance fee for the year of closing. The maintenance fee will include property insurance, general taxes, utilities, and special assessments for the year of sale.

**ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on 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.

**BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before ______________. CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

**DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 31-40.

(1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with a commercial delivery service, addressed either to the Party or to the Party's recipient for delivery designated at lines 34 or 36 (if any), for delivery to the Party's delivery address at lines 35 or 37.

(2) By giving the document or written notice personally to the Party, or the Party's recipient for delivery if an individual is designated at lines 34 or 36.

(3) By fax transmission of the document or written notice to the following telephone number:

Buyer: ________________

Sister: ________________

**PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's mortgagee or ________________ no later than ________________. ________________. ________________, unless another date or place is agreed to in writing.

Immediately after closing Buyer and Seller shall notify the Managing entity of the Time Share of the transfer.

**TIME SHARE DISCLOSURE STATEMENT** **STRIKE AS APPLICABLE** Seller warrants that Seller is exempt from providing a Time Share Disclosure Statement pursuant to Wis. Stat. § 707.41, Seller has provided:

a) a copy of Time Share Instrument other than any plats or plans,

b) a certificate disclosing all of the following information, 1) the effect of any right of first refusal or other restriction on transfer of the Time Share, 2) the amount of the periodic Time Share liability and any unpaid Time Share expense currently due and payable from the Seller, 3) any other fees payable by Time Share owners, 4) any judgments or other matters that are or may become liens against the Time Share or the Time Share unit and the status of any pending suits that may result in those liens. Buyer may void this contract until the certificate is provided and for 5 business days after the certificate is provided or until transfer of the Time Share, whichever occurs first.

**PROPERTY CONDITION PROVISIONS**

**PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of conditions affecting the Property or transaction (see lines 59-76) other than those identified in Seller's Real Estate Condition Report dated ______________, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**
A “condition affecting the Property or transaction” is defined as follows:

(a) planned or commenced public improvements by government authorities, condominium or Time Share Association which may result in special assessments or otherwise materially affect the Property or the present use of the Property;
(b) completed or pending reassessment of the Property for property tax purposes;
(c) government agency or court order requiring repair, alteration or correction of any existing condition;
(d) violation of applicable state or local smoke detector laws;

NOTE: State law requires operating smoke detectors on all levels of all residential properties.
(e) any portion of the Property being in a 100 year floodplain, wetland or shoreland zoning area under local, state or federal laws;
(f) structural inadequacies which if not repaired will significantly shorten the expected normal life of the Property;
(g) mechanical systems inadequate for the present use of the Property;
(h) conditions constituting a significant health or safety hazard for occupants of Property: NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential properties built before 1978.
(i) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not limited to gasoline and heating oil which are currently or which were previously located on the Property: NOTE: Wis. Adm. Code, Chapter Comp 10 contains registration and operation rules for such underground and aboveground storage tanks.
(j) material inaccuracies in the Time Share Disclosure Statements and other Time Share documents provided to Buyer;
(k) other conditions or occurrences which would significantly reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

REAL ESTATE CONDITION REPORT:
Wisconsin law requires owners of time share property which includes 1-4 dwelling units to provide buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The law provides: “709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of the contract of sale . . . to the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report within the 10 days may, within 2 business days after the end of that 10 day period, rescind the contract of sale . . . by delivering a written notice of rescission to the owner or the owner’s agent.” Buyer may also have certain rescission rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding these rescission rights.

PROPERTY DIMENSIONS AND SURVEYS: Buyer acknowledges that any land, building or room dimensions, or total acreage or building square footage figures provided to Buyer by Seller or by a broker, may be approximate because of rounding or other reasons, unless verified by survey or other means. Buyer also acknowledges that there are various formulas used to calculate total square footage and that total square footage figures will vary dependent upon the formula used. CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, land, building or room dimensions, if material.

INSPECTIONS: Seller agrees to allow Buyer’s inspectors reasonable access to the Unit and limited common elements assigned to the Unit, upon reasonable notice, if the inspections are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection reports to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Unit to its original condition after Buyer’s inspections are completed, unless otherwise agreed with Seller. An “inspection” is defined as an observation of the Unit which does not include testing of the Property other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized.

TESTING: Except as otherwise provided, Seller’s authorization for inspections does not authorize Buyer to conduct testing of the Property. A “test” is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 269-289 or in an addendum per line 290. Note: Any contingency authorizing such tests should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer’s testing and any other material terms of the contingency (e.g., Buyer’s obligation to return the Property to its original condition).

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING

If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller (individually or through the Timeshare Association) shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum or such damage shall occur to the common elements of the Time Share other than those in the building containing the Unit(s) in excess of insurance coverage in an amount which, when multiplied by the percentage interest of the Unit(s) established in the declaration exceeds $300, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at the option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds payable to the Seller (but not the Time Share Association) resulting from such damage, plus a credit towards the purchase price equal to the amount of Seller’s deductible on such policy. However, if this sale is by land contract or a mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the property.

DELIVERY/RECEIPT

Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be considered in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving the notice. A Party may not unilaterally restate a contingency after a notice of a contingency waiver has been received by the other Party. The delivery/receipt provisions in this Offer may be modified when appropriate, e.g., when mail delivery is not desirable (see lines 31-37). Buyer and Seller authorize the agents of Buyer and Seller to distribute copies of the Offer to Buyer’s lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

ASSESSMENTS

Special assessments, if any, for work actually commenced or levied prior to date of this Offer and time share assessments filed against the seller prior to the date of this offer shall be paid by Seller no later than closing. All other special and time share assessments shall be paid by Buyer. CAUTION: Consider a special agreement if area assessments, time share assessments or other expenses are contemplated. “Other expenses” are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, sanitary and stormwater and storm sewer (including all sewer mains and hook-up and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.55(1)(c) & (f).
PROPRIETARY ADDRESS: ________________________________ (page 3 of 5, WB-27)

OPTIONAL FINANCING CONTINGENCY: THE CONTINGENCY AT LINES 132 THROUGH 163 IS A PART OF THIS OFFER IF MARKED, SUCH AS WITH AN "X," AT LINE 132. IT IS NOT PART OF THIS OFFER IF IT IS MARKED N/A OR LEFT BLANK.

☐ FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a ____________ [INSERT LOAN PROGRAM] (fixed) (adjustable) [STRIKE ONE] rate first mortgage loan commitment as further described at lines 135-147, within _______ days of acceptance of this Offer.

The financing selected shall be in an amount of not less than $ ____________ for a term of not less than _______ years, amortized over not less than _______ years. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

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

IF FINANCING IS ADJUSTABLE RATE the initial annual interest rate shall not exceed _______ %. The initial interest rate shall be fixed for _______ months, at which time the interest rate may be increased not more than _______ % per year. The maximum interest rate during the mortgage term shall not exceed _______ %. Initial monthly payments of principal and interest shall not exceed $ _______________. Monthly payments of principal and interest may be adjusted to reflect interest changes.

MONTHLY PAYMENTS MAY ALSO INCLUDE 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee in an amount not to exceed _______% of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing costs.)

LOAN COMMITMENT: Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan commitment at line 134. Buyer's delivery of a copy of any written loan commitment (even if subject to conditions) shall satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability. CAUTION: BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR APPROVAL OR UNLESS ACCOMPANYED BY A NOTICE OF UNACCEPTABILITY.

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

SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

RENTAL WEATHERIZATION: This transaction is (is not) [STRIKE ONE] exempt from State of Wisconsin Rental Weatherization Standards (Wis. Admin. Code Chapter Comm. 67). If not exempt, (Buyer) (Seller) [STRIKE ONE] will be responsible for compliance, including all costs. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at closing.

TIME IS OF THE ESSENCE: TIME IS OF THE ESSENCE as to all dates and deadlines in this Offer except: _____________. If "Time is of the Essence" applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

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

LEGAL POSSESSION AND OCCUPANCY: Legal possession shall be delivered to Buyer at the time of closing. Occupancy shall be in accordance with the Time Share Disclosure Statement.

FIXTURES: A "Fixture" is defined as an item of property which is physically attached to or so closely associated with land and improvements 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. NOTE: The terms of the Offer will determine what property is included/excluded. Address rented fixtures (e.g., water softeners), if any.

TITLE EVIDENCE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes levied in the year of closing; Time Share Instruments or Project instruments and Association Articles of incorporation, Bylaws and Rules and all amendments to the above (note: identify any additional liens or encumbrances affecting title at lines 269-290) which constitutes merchantable title for purposes of this transaction (provided none of the foregoing prohibit present use of the Unit and Common Elements). Seller further agrees to complete and execute the documents necessary to record the conveyance.
FORM OF TITLE EVIDENCE: Seller shall provide evidence of title to the Property in the form of an owner’s policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. The policy shall also contain the ALTA Condominium 4 endorsement or its equivalent, if applicable. Note: If title evidence is to be provided in the form of an abstract of title, strike references to title insurance and insert abstract provisions as applicable.

PROVISION OF MERCHANDABLE TITLE: Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence shall be acceptable if the commitment for the required title insurance is delivered to Buyer’s attorney or Buyer not less than 3 business days before closing, showing title to the Property as of a date not more than 15 days before delivery of such title evidence to be merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate. CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE ABSTRACT OR TITLE COMMITMENT PRIOR TO CLOSING OR A “GAP ENDORSEMENT” WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.

TITLE ACCEPTABLE FOR CLOSING:
If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller’s obligations to give merchantable title to Buyer.

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

If Buyer defaults, Seller may:
1. sue for specific performance and request the earnest money as partial payment of the purchase price; or
2. terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) direct Broker to return the earnest money and have the option to sue for actual damages.

If Seller defaults, Buyer may:
1. sue for specific performance; or
2. terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement. NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. Both parties should read this document carefully. Brokers may provide a general explanation of the provisions of the offer but are prohibited by law from giving advice or opinions concerning your legal rights under this offer or how title should be taken at closing. An attorney should be consulted if legal advice is needed.

EARNED MONEY:
If Property is not listed or seller if no broker is involved, until applied to purchase price or otherwise disbursed as provided in the Offer. CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.

DISBURSEMENT: If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor’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 (Note: Wis. Adm. Code § RL 18.09(1)(b) provides that an offer to purchase is not a written disbursement agreement pursuant to which the broker may disburse). If said disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker 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; or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed $250, prior to disbursement.

LEGAL RIGHTS/ACTION: Broker’s disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer’s or Seller’s legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker’s proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes. The Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Adm. Code Ch. RL 18. NOTE: WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CONCERNING THE LEGAL RIGHTS OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR CONVEYANCE. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS REQUIRED.
PROPERTY ADDRESS: ____________________________

THE INSPECTION CONTINGENCY BELOW IS A PART OF THIS OFFER IF MARKED, SUCH AS WITH AN "X," AT LINE 257. IT IS NOT PART OF THIS OFFER IF IT IS MARKED N/A OR LEFT BLANK.

☐ INSPECTION CONTINGENCY: This Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Unit and the limited common elements assigned to the Unit, and an inspection, by a qualified independent inspector, of: ____________________________

_________________________________________________________________ which discloses no defects as defined below. This contingency shall be deemed satisfied unless Buyer, within ____ days of acceptance, delivers to Seller, and to listing broker if the Unit is listed, a copy of the inspector's written inspection report(s) and a written notice listing the defect(s) identified in the inspection report(s) to which Buyer objects. Buyer shall order the inspection and be responsible for all costs of inspection, including any inspections required by lender or as follow-up inspections to the home inspection. Note: This contingency only authorizes inspections, not testing, see lines 92-103. For the purposes of this contingency, a defect is defined as a structural, mechanical or other condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Unit; or that if not repaired, removed or replaced would significantly shorten or have a significant adverse effect on the expected normal life of the Unit. Defects do not include structural, mechanical or other conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

ADDITIONAL PROVISIONS/CONTINGENCIES

☐ ADDENDA: The attached ____________________________ is/are made part of this Offer.

THIS OFFER, INCLUDING ANY AMENDMENTS TO IT, CONTAINS THE ENTIRE AGREEMENT OF THE BUYER AND SELLER REGARDING THE TRANSACTION. ALL PRIOR NEGOTIATIONS AND DISCUSSIONS HAVE BEEN MERGED INTO THIS OFFER. THIS AGREEMENT BINDS AND INURES TO THE BENEFIT OF THE PARTIES TO THIS OFFER AND THEIR SUCCESSORS IN INTEREST.

This Offer was drafted on ____________________________ [date] by [Licensee and firm] ____________________________.

(x) Buyer's Signature ▲ Print Name Here: ____________________________ Social Security No. or FEIN (optional) ▲ ____________________________ Date ▲

(x) Buyer's Signature ▲ Print Name Here: ____________________________ Social Security No. or FEIN (optional) ▲ ____________________________ Date ▲

EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 12 of the above Offer. (See lines 228-253)

(x) Broker (By) ____________________________ Social Security No. or FEIN (optional) ▲ ____________________________ Date ▲

(x) Buyer's Signature ▲ Print Name Here: ____________________________ Social Security No. or FEIN (optional) ▲ ____________________________ Date ▲

(x) Seller's Signature ▲ Print Name Here: ____________________________ Social Security No. or FEIN (optional) ▲ ____________________________ Date ▲

This Offer was presented to Seller by ____________________________ on ____________________________ at _______a.m./p.m. THIS OFFER IS REJECTED ____________________________ THIS OFFER IS COUNTERED [See attached counter]

Seller Initials ▲ ____________________________ Date ▲

This Form is intended for use for transactions exempt from the Wisconsin Consumer Act and Time Share Disclosure Delivery Obligations Under 707.40 Wis. Stat.