



REAL ESTATE CONTRACTUAL FORMS ADVISORY COUNCIL
Room N208, 4822 Madison Yards Way, 2nd Floor, Madison, WI 53705
Contact: Christian Albouras (608) 266-2112
December 11, 2019

The following agenda describes the issues that the Council plans to consider at the meeting. At the time of the meeting, items may be removed from the agenda. Please consult the meeting minutes for a record of the actions and deliberations of the Council.

AGENDA

10:00 A.M.

OPEN SESSION – CALL TO ORDER – ROLL CALL

- A. Adoption of Agenda (1)**
- B. Approval of Minutes of November 12, 2019 (2-3)**
- C. Administrative Matters**
 - 1. Department, Staff and Council Updates
 - 2. Real Estate Examining Board Update
- D. Review of Real Estate Contractual Forms for Revision – Discussion and Consideration**
 - 1. **WB-11 – Residential Offer to Purchase (4-8)**
 - a. FIRPTA
 - 2. **WB-14 – Residential Condominium Offer to Purchase (9-32)**
 - a. WB-14 Draft
 - b. State Bar Condominium Deed
 - 3. **WB-13 – Vacant Land Offer to Purchase (33-43)**
 - a. WB-13 Draft
- E. Public Comments**

ADJOURNMENT

NEXT MEETING: JANUARY 16, 2020

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

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

**REAL ESTATE CONTRACTUAL FORMS ADVISORY COUNCIL
MEETING MINUTES
NOVEMBER 12, 2019**

PRESENT: Joseph Busch (*excused at 2:16 p.m.*), Casey Clickner, Debra Conrad (*arrived at 10:14 a.m.*), John Drzewiecki (*arrived at 10:18 a.m.*), Cori Lamont (*excused at 12:28 p.m.*), Richard Marino, Kim Moermond (*via Skype*), Laura Peck, Angela Rowland, Thomas Weber, Jr., Pamela Widen

EXCUSED: Michael Gordon, Jonathan Sayas, Robert Webster

STAFF: Christian Albouras, Executive Director; Megan Glaeser, Bureau Assistant; and other DSPS Staff

CALL TO ORDER

Richard Marino, Chairperson, called the meeting to order at 10:13 a.m. A quorum was confirmed with nine (9) members present.

ADOPTION OF AGENDA

MOTION: Joseph Busch moved, seconded by Laura Peck, to adopt the agenda as published. Motion carried unanimously.

APPROVAL OF MINUTES FROM SEPTEMBER 11, 2019

MOTION: Pamela Widen moved, seconded by Casey Clickner, to approve the minutes of September 11, 2019 as published. Motion carried unanimously.

(Debra Conrad arrived at 10:14 a.m.)

ADMINISTRATIVE MATTERS

Department, Staff, and Council Updates

MOTION: Richard Marino moved, seconded by Thomas Weber, to recognize and thank Gary Tritz for his years of service to the Council and State of Wisconsin. Motion carried unanimously.

(John Drzewiecki arrived at 10:18 a.m.)

(Cori Lamont was excused at 12:28 p.m.)

(Joseph Busch was excused at 2:16 p.m.)

ADJOURNMENT

MOTION: Thomas Weber moved, seconded by Pamela Widen, to adjourn the meeting. Motion carried unanimously.

The meeting adjourned at 2:41 p.m.

DRAFT

OFFER TO PURCHASE REVISIONS

To: DSPS Real Estate Contractual Forms Advisory Committee

From: WRA Forms Committee

Date: December 4, 2019

RE: **Possible WB-11 Residential Offer to Purchase TAKE 2**

There has been conversation about making some changes to the 2020 WB-11 Residential Offer to Purchase that is now out on the street and being used by some during the optional use period.

The most frequent comment heard is that some brokers believe there are “problems” with the FIRPTA provision while others intend to implement it as written.

The FIRPTA provision was discussed at the WRA Forms Committee meeting and they were not in agreement over what might be done. It seems there are firms in favor of each of the following.

Plan A: Leave the FIRPTA Provision as is.

Under the FIRPTA provision in the offer, the seller is agreeing to provide the seller certification of non-foreign status to the buyer or to the title company as the qualified substitute. Obviously everyone wants the seller certification to go to the title company so that no licensee or party would see it (or the Social Security number thereon) and the title company as the qualified substitute would in turn provide a certification to the buyer – perhaps sent to the buyer’s agent – that the seller’s certification is in their possession. If this does not happen then the buyer may withhold proceeds or terminate the offer unless it is amended to provide another solution.

FIRPTA per IRC § 1445 – and as stated in the FIRPTA offer provision -- allows the seller to complete and give the Seller’s Certification of Non-Foreign Status to a Qualified Substitute such as the title company so the seller does not have to give the seller’s taxpayer identification information to the buyer. Once the Qualified Substitute receives the seller’s certification, the Qualified Substitute must furnish a Qualified Substitute Statement to the Buyer stating, under penalty of perjury, that the Qualified Substitute has the seller certification in its possession. The Qualified Substitute must then retain the seller certification for five years.

The Qualified Substitute does not certify the accuracy of the certification, only that it is in their possession. This Qualified Substitute Statement could be delivered to the real estate agent working with the buyer or to the buyer or both since it will not contain any social security numbers or other sensitive information.

If the seller is a foreign person, the seller would have to counter the offer to modify the provision, negotiate with the buyer to find another exception (for instance, \$300,000 buyer occupied residence) or the buyer will withhold.

See the following information from the IRS Exemptions from FIRPTA Withholding at www.irs.gov/individuals/international-taxpayers/exceptions-from-firpta-withholding:

Generally, you [referring to the buyer] do not have to withhold in the following situations; however, notification requirements must be met: ...

4. The transferor gives you a certification stating, under penalties of perjury, that the transferor is not a foreign person and containing the transferor's name, U.S. taxpayer identification number, and home address (or office address, in the case of an entity).
5. The transferor can give the certification to a qualified substitute. The qualified substitute gives you a statement, under penalties of perjury, that the certification is in the possession of the qualified substitute.

Plan B: change the time frame and remove the 15 days. One possible concern with this is whether that leaves the buyer in the position of not knowing definitively whether the seller is a foreign person until closing. That does not leave any time to react and arrange for withholding, for instance, and may lead to a delayed closing.

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

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

Seller hereby represents that Seller is not a Foreign Person. Buyer and Seller agree to comply with FIRPTA requirements under IRC § 1445. **No later than closing**, Seller shall execute and deliver to Buyer, or a qualified substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's non-foreign status in accordance with IRC § 1445. Any representations made by Seller with respect to this issue shall survive the closing and delivery of the deed. If Seller fails to deliver certification of Seller's non-foreign status, Buyer shall be entitled to either: (1) withhold the amount required to be withheld pursuant to IRC § 1445 from amounts otherwise payable to Seller under this Offer; or, (2) terminate this Offer by written notice to Seller prior to closing. Buyer and Seller shall complete, execute, and deliver, on or before closing, any other instrument, affidavit, or statement needed to comply with FIRPTA, including withholding forms.

Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding FIRPTA.

Plan C: take out the buyer termination rights.

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

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

Seller hereby represents that Seller is not a Foreign Person. Buyer and Seller agree to comply with FIRPTA requirements under IRC § 1445. **No later than 15 days prior to the closing**, Seller shall execute and deliver to Buyer, or a qualified substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's non-foreign status in accordance with IRC § 1445. Any representations made by Seller with respect to this issue shall survive the closing and delivery of the

deed. If Seller fails to deliver certification of Seller's non-foreign status, Buyer shall withhold the amount required to be withheld pursuant to IRC § 1445 from amounts otherwise payable to Seller under this Offer. Buyer and Seller shall complete, execute, and deliver, on or before closing, any other instrument, affidavit, or statement needed to comply with FIRPTA, including withholding forms. Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding FIRPTA.

Plan D: remove both the 15-day timeframe and the buyer termination rights.

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

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

Seller hereby represents that Seller is not a Foreign Person. Buyer and Seller agree to comply with FIRPTA requirements under IRC § 1445. No later than closing, Seller shall execute and deliver to Buyer, or a qualified substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's non-foreign status in accordance with IRC § 1445. Any representations made by Seller with respect to this issue shall survive the closing and delivery of the deed. If Seller fails to deliver certification of Seller's non-foreign status, Buyer shall withhold the amount required to be withheld pursuant to IRC § 1445 from amounts otherwise payable to Seller under this Offer. Buyer and Seller shall complete, execute, and deliver, on or before closing, any other instrument, affidavit, or statement needed to comply with FIRPTA, including withholding forms.

Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding FIRPTA.

If there is a WB-11 Residential Offer to Purchase TAKE 2, here are a few other tweaks that may be considered.

■ 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) (Buyer's agent's Firm) (third party identified as _____) **STRIKE THOSE NOT APPLICABLE** (listing Firm if none chosen; if no listing Firm, then Buyer's agent's Firm; if no Firm then Seller).

Should this be reworded to address the situation when there is a listing firm that does not have/use a trust account?

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 a weekend Saturday, Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

MAINTENANCE Seller shall maintain the Property and all personal property included in the purchase price until the 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 for ordinary wear and tear.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING If, prior to closing, the Property is damaged in an amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer in writing, and will be obligated to restore the Property to materially the same condition it was in at the date on line 1 of this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price 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 mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

Should this include damage to/repairs of personal property included in the transaction?

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

Should this definition be added?

OfferWB-11TAKE2dsps12-11-19

SELLER CERTIFICATION OF NON-FOREIGN STATUS

Property Address: _____

Section 1445 of the Internal Revenue Code provides that a transferee (Buyer) of a United States real property interest must withhold tax if the transferor (Seller) is a foreign person.

To inform the Buyer of the above-referenced United States real property interest that withholding of tax is not required upon the disposition of the Property by _____

_____(Seller), the undersigned hereby certifies the following on behalf of the Seller:

1. Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and Income Tax Regulations.
2. Seller's United States Taxpayer Identification Number (Social Security Number or Employer Identification Number) is _____.
3. Seller's address is _____.
4. Seller understands Buyer may disclose this certification to the Internal Revenue Service and any false statement contained herein could be punished by fine, imprisonment, or both.

I declare under penalties of perjury under the laws of the United States of America that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Seller if signing in a representative capacity.

Dated this _____ day of _____, 20_____.

_____(Seller signature)
Print name: _____

_____(Seller signature)
Print name: _____

Seller Entity Name (if any): _____
Print Name Here ▲

(x) _____
Authorized Signature▲ Print Name & Title Here► _____

OFFER TO PURCHASE REVISIONS

To: DSPS Real Estate Contractual Forms Advisory Committee

From: WRA Forms Committee

Date: December 4, 2019

RE: **WB-14 Residential Condominium Offer to Purchase and WB-13 Vacant Land Offer to Purchase**

The WB-14_DraftC-PostMeeting11_12_19 contains provisions agreed to by both the WRA Forms Committee during its August 29, and September 19, 2019 meeting and the DSPS Real Estate Contractual Forms Advisory Committee during its September 11, and November 12, 2019 meetings. The WB-13_FirstDraft2019 draft is the first step in creating an updated WB-13 offer in the transactional flow sequence.

The substantive content from the 2011 condo offer and the 2011 vacant land offer, respectively, have been placed, in tracking, into a fairly final updated WB-11. In addition there are some grammatical and language changes noted in tracking that did not make it into the revised WB-11 because of the tight time frame in the WB-11 review process, but which may be considered for the updated versions of the WB-14, WB-13 and other offers, if you believe that is useful to adopt the streamlined language.

Reading these drafts carefully and calling out any glitch or issue is extremely helpful as we proceed to review and modify the substantive content and its placement in the flow of the offer, discuss additional provisions to be added, etc.

Please note that both drafts show a proposed optional use date of May 1, 2020 and a mandatory use date of July 1, 2020. If those dates are satisfactory the Committee may wish to look at the meeting calendar and establish target dates for this Committee's completion of its revisions and for finalization and approval by the REEB.

WB-14 Residential Condominium Offer to Purchase

➤ Is the change on line 64 acceptable? DSPS Forms Council said yes.

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 a **weekend Saturday, Sunday**, or a federal or a state holiday, the closing date shall be the next Business Day.

NOTE: this change is not in the WB-11

➤ Is the change on lines 107-108 acceptable? DSPS Forms Council said yes.

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

- **Lines 112-113:** is the language with the two deadlines: “within 10 days after acceptance of Offer, but no later than 15 days prior to closing,” confusing or hard to work with? A WRA member indicated that agents in her area get this wrong, they think there is a choice as to deadlines and at times tend to rely on the later deadline. Should this be stated differently to make it clearer? **DSPS Forms Council said to remove the “but no later than 15 days prior to closing” so that the deadline is “within 10 days after acceptance of Offer.” The 15 days before closing is the statutory deadline in Wis. Stat. § 703.33(1) and would still also apply but should not be relevant in most cases. Is this acceptable? WRA Forms said yes.**
- At line 112, the **DSPS Forms Council said to change the word “provide” to “deliver to.” Although Wis. Stat. § 703.33 uses the terms “furnish” and “provide” in a few places the term “deliver” is used in most references. Deliver is also a term defined within the offer and is a concept familiar to licensees while furnish and provide are undefined. Is this acceptable? WRA Forms said yes.**

Lines 136-151: Buyer Rescission Rights

■ **BUYER RESCISSION RIGHTS:** As provided in Wis. Stat. § 703.33(4)(a), Buyer may, within 5 business days after receipt of all the required disclosure documents, rescind this Offer by written notice delivered to Seller. If the disclosure materials are delivered to Buyer and Buyer does not receive all of the disclosure documents, Buyer may, within 5 business days after Buyer's receipt of the disclosure materials, either rescind the Offer or request any missing documents. Seller has 5 business days after receipt of Buyer's request for missing documents to deliver the requested documents. Buyer may rescind the sale within 5 business days after the earlier of Buyer's receipt of requested missing documents or the deadline for Seller's delivery of the documents [Wis. Stat. § 703.33(4)(b)].

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

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

The DSPS Forms Council also added to the Buyer Rescission Rights subsection to refer to the buyer's rights when the seller delivers material changes to the buyer. See below and in the draft where these proposed changes also appear:

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

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

Lines 152-182: Additional Condominium Issues

Should this be a contingency along the following lines? This was the concept favored by the WRA Forms Committee. Just a preliminary attempt to illustrate the idea:

☐ **CONTINGENCY FOR ADDITIONAL CONDOMINIUM INFORMATION:** This Offer is contingent upon Seller delivering to Buyer, at Seller's expense, within 10 days after acceptance of Offer, but no later than 15 days prior to closing, the following information: _____

[list other materials to be delivered to Buyer, e.g., the Condominium Association's financial statements for the last two years, the minutes of the last 3 Unit owners' meetings, the minutes of Condominium board meetings during the 12 months prior to acceptance, information about contemplated or pending Condominium special assessments, the Association's certificate of insurance, a statement from the Association indicating the balance of reserve accounts controlled by the Association, a statement from the Association of the amount of any unpaid assessments on the Unit (per Wis. Stat. § 703.165), any Common Element inspection reports (e.g. roof, swimming pool, elevator and parking garage inspections, etc.), any pending litigation involving the Association, the Declaration, bylaws, budget and/or most recent financial statement of any master association or Additional Association the Unit may be part of , etc.] (hereinafter the "listed materials").

NOTE: Because not all of the listed materials may exist or be available from the Condominium Association, Seller may wish to verify availability prior to acceptance if the Offer is contingent upon Seller providing these materials to Buyer.

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

The DSPS Forms Committee suggested the provision be reconfigured along the following lines although there were two committee members who are not in favor of this at the last meeting on Nov. 12 because they believe it will create additional responsibilities and work for listing agents. The following shows the language for rescission rights when there are material changes and the addition of the word "current."

☐ **CONTINGENCY FOR ADDITIONAL CONDOMINIUM INFORMATION:** This Offer is contingent upon Seller delivering to Buyer, at Seller's expense, within 10 days after acceptance of this Offer, but no later than 15 days prior to closing, the **current** information listed below **that exists** ~~STRIKE AND~~ **COMPLETE AS APPLICABLE**:

- ◆ the Condominium Association's financial statements for the last two years
- ◆ the minutes of the last 3 Unit owners' meetings
- ◆ the minutes of Condominium board meetings during the 12 months prior to acceptance of this Offer
- ◆ information about contemplated or pending Condominium special assessments
- ◆ the Association's certificate of insurance
- ◆ a statement from the Association indicating the balance of reserve accounts controlled by the Association

- ♦ a statement from the Association of the amount of any unpaid assessments on the Unit (per Wis. Stat. § 703.165)
- ♦ any Common Element inspection reports (e.g. roof, swimming pool, elevator and parking garage inspections, etc.) held by the Association
- ♦ information regarding any pending litigation involving the Association
- ♦ the Declaration, bylaws, budget and/or most recent financial statement of any master association or Additional Association the Unit may be part of
- ♦ other: _____

(hereinafter collectively the “listed materials”).

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

■ **BUYER RESCISSION RIGHTS:** Buyer may, within 5 business days after receipt of all the listed materials or following notice of any material changes in these materials, rescind this Offer by written notice delivered to Seller. If the materials are delivered to Buyer and Buyer does not receive all of the listed materials, Buyer may, within 5 business days after Buyer’s receipt of the materials, either rescind the Offer or request any missing materials in writing. Seller has 5 business days after receipt of Buyer’s request for missing listed materials to deliver the requested materials. Buyer may rescind the sale within 5 business days after the earlier of Buyer’s receipt of requested missing materials or the deadline for Seller’s delivery of the materials. Any listed materials delivered to Buyer may not be changed or amended following delivery if the change or amendment would materially affect the rights of Buyer without first obtaining approval of Buyer. A copy of any such amendments shall be delivered promptly to Buyer.

The Parties agree that the 5 business days begin upon the earlier of: (1) Buyer’s Actual Receipt of the listed materials, requested missing materials or material changes or (2) upon the deadline for Seller’s delivery of the listed materials or requested missing materials.

The rescission rights are repeated because although they are substantially similar, they are not identical to the statutory rescission rights, which are tied to the index and cover page. The listed materials are not.

➤ Does the WRA Forms Committee approve of the contingency? Any modifications or alternate ideas?

The WRA Forms Committee wasn’t sure they were in favor of this – at an impasse. Some are fine with this while others wondered if the buyer rescission rights were too much/too strong. One suggestion is to make it straightforward and just have rescission rights if not received – no request for missing documents and no obligation to provide materially changed documents and no right to rescind for changed documents. One suggestion was to make the buyer responsible to obtain.

The WRA Forms Committee noted that condo associations will be likely to just say they don’t have documents if asked and the provision will put a burden on the seller to get everything.

Does the flowing simplification (just an idea for discussion purposes) make this any better? Or is it better/easier to have identical/parallel buyer rescission rights?

☐ **CONTINGENCY FOR ADDITIONAL CONDOMINIUM INFORMATION:** This Offer is contingent upon Seller delivering to Buyer, at Seller’s expense, within 10 days after acceptance of this Offer, the current information listed below that exists ~~STRIKE AND COMPLETE AS APPLICABLE~~:

- ♦ the Condominium Association’s most recent financial statements
- ♦ the minutes of the last 3 Unit owners’ meetings
- ♦ the minutes of Condominium board meetings during the 12 months prior to acceptance of this Offer
- ♦ information about contemplated or pending Condominium special assessments

- ◆ the Association's certificate of insurance
- ◆ a statement from the Association indicating the balance of reserve accounts controlled by the Association
- ◆ a statement from the Association of the amount of any unpaid assessments on the Unit (per Wis. Stat. § 703.165)
- ◆ information regarding any pending litigation involving the Association
- ◆ other: _____

(hereinafter collectively the "listed materials"). Seller shall indicate if any listed materials are unavailable and indicate why when delivering the listed materials Seller could obtain.

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

■ **BUYER RESCISSION RIGHTS:** Buyer may, within 5 business days after receipt of the listed materials rescind this Offer by written notice delivered to Seller.

The Parties agree that the 5 business days begin upon the earlier of: (1) Buyer's Actual Receipt of the listed materials, or (2) upon the deadline for Seller's delivery of the listed materials

Limited Common Elements Dilemma

Should all references to Limited Common elements be consistent? It is referred to differently in different places in the WB-14 draft. Should it be different for disclosures versus inspections, for instance? Authority to give other access for inspection and repairs?

1. Limited Common Elements appurtenant to the Unit:

Line 13 description of Property

appurtenant. adj. pertaining to something that attaches. In real property law this describes any right or restriction which goes with that property, such as an easement to gain access across the neighbor's parcel, or a covenant (agreement) against blocking the neighbor's view.

2. any Limited Common Elements that may be used only by the owner of the Condominium Unit being transferred

Line 176 -- § 709.03 RECR says this with regard to what is to be included in owner's RECR

Lines 183-184 – property condition representations

Line 260 – access for inspections

Lines 263-264 – no authorization for testing

This apparently refers to Limited Common Elements used exclusively by the seller and not any that may be shared with other Unit Owners

3. any Limited Common Elements that may be used only by the owner of the Condominium Unit being transferred, or shared with an adjacent Unit Owner

Lines 254-255 – inspections and testing – definition of inspection

This apparently refers to any Limited Common Element the seller has exclusive use of and any that are shared with another Unit Owner such as a shared deck or patio

4. any Limited Common Elements

Line 274 – inspection contingency

Lines 595-596, 597, 602, 605 – property damage provisions

Lines 607-609 – walk-through

Line 613 – occupancy

This apparently refers to all Limited Common Elements whether used by the seller or another owner

The DSPS Forms Council decided in favor of having the WB-14 references use the language form number 2 above: “any Limited Common Elements that may be used only by the owner of the Condominium Unit being transferred.” This language has been inserted in the draft in tracking.

- Does the WRA Forms Committee approve of this modification? **YES**
- The request was made by a few members of the DSPS Forms Committee to research what portions of a condominium a Wisconsin registered home inspector could legally inspect. ALL Committee members should be encouraged to research issues when they have questions, ask the inspectors they work with and submit any documentation for the Committee to review and discuss!

Home inspectors are regulated under Wis. Stat. §§ 440.97-.979

Wis. Stat. § 440.97 Definitions. In this subchapter:

(5) “Home inspection report” means a written opinion of a home inspector concerning all of the following:

(a) The condition of the improvements to residential real property that contains **not more than 4 dwelling units.**

(b) The condition of mechanical and structural components of the improvements specified in par. (a).

<https://docs.legis.wisconsin.gov/statutes/statutes/440/XI/97>

- ◆ Other than the reference to a home inspection report only covering a one-to four-unit property (in both the statutes and the administrative rules) there is nothing that appears to speak to the issue. It is not clear.

Other home inspector information from online:

Inspections for Condos and Apartments

Condo and apartment inspections differ slightly from house inspections. Our inspections can cover individual units or the entire building. These inspections can include shared spaces like garages, storage areas, and rooftops. Radon testing is still necessary for all units, regardless of the floor they are on. Since condos and apartment units often have a higher turnover rate than houses, inspections are often forgotten. Many new residents have no idea of the last time their home had a proper inspection. Condos, like houses, should inspections from a certified home inspector like Wall to Wall whenever a sale is involved.

<http://www.walltowallhomeinspections.com/Milwaukee/CondoHouse>

Full Inspections vs. Interior Only Condominium Inspections

Most home inspectors offer two types of home inspection services on condominiums: full inspections or interior only inspections. Interior only inspections do not include attics, crawl spaces, exteriors, roofs, parking garages or other common areas. Interior only inspections are best suited to large towers where it can be difficult for a home inspector to contribute much to the knowledge of building maintenance; there is just too much that is inaccessible in these large towers.

In most other cases, full inspections are recommended. A full inspection includes any attics or crawl spaces that attach to your unit. The inspector will also walk around the exterior, get onto the roof if possible and walk through parking garages and basements. Full inspections are not as comprehensive as commercial inspections, but they will give you a good general sense of the overall condition of the

building or buildings. You can then take the information gleaned from a full condo inspection as well as the disclosure you get from the HOA and try and assess the overall “health” of the condo.

<https://www.redfin.com/blog/the-condo-inspection-what-buyers-need-to-know/>

Scope of Condominium Inspection Clause

You understand that we will inspect only your condominium unit. Our inspection will not include any inspection of common areas or other spaces you do not own. We may offer comments concerning our observations of common areas as a courtesy. You agree that any comments concerning common areas, or any lack of comments concerning common areas, shall not give rise to any claim against us.

International Association of Certified Home Inspectors, Inc.

<https://www.nachi.org/common-areas.htm>

- ◆ **The DSPS Forms Council decided to leave the language as is without drilling down to additional details as it seems to work out under the current verbiage.**

Where Should Condominium Definitions Be Placed?

- **Should all of the condominium provisions appear together, including the condominium definitions? The WRA Forms Committee asked to have the condominium definitions frontloaded and placed near the condominium materials. See lines 183-219. What does the Forms Council think? YES. They like the flow with the definitions there! YES, the WRA Forms Committee agrees.**

The definitions are on lines 575-594 of the draft.

- **Should individual definitions appear following the first use of the term being defined? That would probably land a lot of the definitions on the first page. DSPS Forms Council likes the placement in the draft. The WRA Forms Committee agrees.**
- **Or should they stay in the Definitions section? NO. The WRA Forms Committee agrees.**
- **Should any of these definitions be modified? The definitions in the draft are from the 2011 WB-14 -- they start out with statutory language and then add examples and illustrations. DSPS Forms Council likes the definitions with the examples in the draft.**

- **Should there be a definition for Small Condominium? YES, per WRA Forms Committee**

The definitional language that had been at lines 114-115 was removed and, instead, at lines 210-211 a definition of Small Condominium was added by the DSPS Forms Committee:

■ **SMALL CONDOMINIUM: “Small condominium” means a Condominium with no more than 12 Units.**
■ **SMALL CONDOMINIUM: Wis. Stat. § 703.02(14m) provides that, “Small Condominium” means a Condominium with no more than 12 Units.**

- **The WRA Forms Committee agrees. The DSPS Forms Council suggested adding the statutory reference as is the case in the other condominium definitions. Is this acceptable? YES, the WRA Forms Committee agrees.**
- **WRA Forms Committee suggests that language something like the following be added to the Small Condominium definition to say, “Small Condominiums are subject to all provisions in Wis. Stat. Ch. 703, including the provisions for disclosure materials, unless optional provisions in Wis. Stat. § 703.365 for a simplified Condominium are adopted in the Declaration for the Small Condominium.” Does the DSPS Forms Committee agree with this concept?**

Lines 364-381: Radon Testing Contingency

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

This contingency shall be deemed satisfied unless Buyer, within _____ days ("20" if left blank) after acceptance delivers 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 objecting to the radon level in the report.

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

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

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

(2) installing a radon mitigation system in conformance with EPA standards in a good and workmanlike manner and by 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 no later than three days prior to closing.

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

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

(2) Seller has the right to cure but:

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

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

The DSPS Forms Committee and the WRA Forms Committee said the radon test should be "within the Unit."

Lines 514-532: Conveyance of Title and Title Evidence

Is this language satisfactory?

- **Also note the sentence on lines 528-530 was rewritten to make it clearer. Does the WRA Forms Committee agree? "Seller, at Seller's cost, shall complete and execute the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee."**

Line 555: Unpaid Condominium Assessments

Note this provision refers to assessments and page 1 refers to Association Fees. What are the preferences and consistency for terminology? Does this mean just unpaid monthly/regular assessments, or does it include special assessments as well?

The WRA Forms Committee suggested the following be placed on page 1 of the WB-14:

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

- **What does Forms Council think of this? DSPS Forms Council said to leave the original provision as it appears on line 555 of the draft. Language in existing WB-14:**

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

Does the WRA Forms Committee agree? YES, the WRA Forms Committee agrees.

Lines 556-569: Special Assessments

Need a different definition of “levied” for condominium associations. There is a quick attempt in tracking in the draft. There does not seem to be a definition or specific explanation in the statutes other than the statutory references shown above.

Please review the other language in this section as well:

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

CAUTION: Consider a special agreement if area assessments, property owners association assessments, Condominium Association special assessments, special charges for current services under Wis. Stat. § 66.0627

The WRA Forms Committee discussed the provisions in the RECR concerning condominium special assessments. Wis. Stat. 709.02(2) provides with regard to the condominium addendum to the RECR that ... the owner shall furnish, in addition to and at the same time as the information required under sub. (1), all the following information as an addendum to the report under s. 709.03 or 709.033: ... (c) The amount of current condominium assessments, fees, special assessments, or other charges for which a unit owner is responsible and whether the current charges for the unit have been paid. The RECR also asks: “Are you aware of pending special assessments?”

A suggestion was received to add a line item to the first page indicating the amount of any pending or upcoming special assessments.

➤ **What does Forms Council think of this idea? No not in favor.**

DSPS Forms Council made these modifications :

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

CAUTION: Consider a special agreement if area assessments, property owners association assessments, Condominium Association special assessments, special charges for current services under Wis. Stat. § 66.0627 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, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

What does the WRA Forms Committee think of this? YES, the WRA Forms Committee agrees.

Maintenance and Property Damage Between Acceptance and Closing, Lines 611, 616-617:

The Maintenance section was modified to refer to the date on line 1 of this Offer instead of the date of acceptance. Also, there was a modification to the language on lines 616-617: materially the same condition it was in as of the date on line 1 of this Offer.

What does the WRA Forms Committee think of this? **YES, the WRA Forms Committee agrees**

- **Should the Property Damage section also refer to/include personal property included in the purchase price/transaction?**

WB-13 Vacant Land Offer to Purchase

Double check whether “conditions affecting the Property and transaction” on Lines 121-215 substantially match the content of the VLDR in Wis. Stat. § 709.033.

Proposed Use Contingencies, Lines 297-342:

Often licensees comment this section is hard to understand and work with. What clarifications might be made?

One comment is that the Buyer obtains the reports but who is paying is left as a choice. It would be preferred that the party who obtains the reports pays for the report because the current format gives the buyer a blank check if the seller pays. One sample of some language that might be worked in to improve upon this concern: “(Buyer)(Seller) [STRIKE ONE] (“Seller” if neither stricken) shall be responsible for obtaining the report(s) and documentation, including all costs.” This makes the provision shorter and maybe clearer, but the possible drawback is that it assumes that one party will obtain all of the reports – is that a problem?

- **What does Forms Council think of this idea? This was roughly implemented in the second version of the Proposed Use Contingencies below.**

Other comments indicate this is difficult to explain so any clarification ideas are most welcome!

ORIGINAL LANGUAGE:

☐ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____

_____ [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional provisions checked on lines **xxx-xxx** shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers written notice to Seller specifying those items that cannot be satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines **xxx-xxx**.

☐ **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) [STRIKE ONE] (“Buyer's” if neither is stricken) expense, verification that the Property is zoned _____ and that the Property's zoning allows the Buyer's proposed use described at lines **xxx-xxx**.

☐ **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) [STRIKE ONE] (“Buyer's” if neither is stricken) expense, written evidence from a qualified soils expert that the

Property is free of any subsoil condition that would make the proposed use described at lines xxx-xxx impossible or significantly increase the costs of such development.

☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, written evidence from a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the Property as stated on lines xxx-xxx. The POWTS (septic system) allowed by the written evidence must be one of the following POWTS that is approved by the State for use with the type of property identified at lines xxx-xxx **CHECK ALL THAT APPLY:** ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank; ☐ other: _____.

☐ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines xxx-xxx.

☐ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use: _____.

☐ **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, written verification of the location of the following utility service connections (e.g., on the Property, at the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:**

☐ electricity _____; ☐ gas _____; ☐ sewer _____;
☐ water _____; ☐ telephone _____; ☐ cable _____;
☐ other _____.

☐ **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

☐ **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐ occupancy permit; ☐ other _____ **CHECK ALL THAT APPLY**, and delivering written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed use described at lines xxx-xxx.

PROPOSED MODIFICATIONS

☐ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____

_____ [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. This Offer is contingent upon obtaining the reports or documentation required by the optional provisions checked on lines xxx-xxx below. The optional provisions checked on lines xxx-xxx shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers (1) written notice to Seller specifying those items that cannot be satisfied and (2) written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines xxx-xxx. (Buyer)(Seller) ~~STRIKE ONE~~ ("Seller" if neither stricken) shall be responsible for obtaining the report(s) and documentation, including all costs. If Seller is obtaining the report(s) the reports must be delivered to Buyer no later than _____ days after acceptance. This Offer shall be null and void if Buyer delivers notice to Seller, within 5 days of the deadline for Seller's delivery of the report(s), stating Seller failed to timely deliver report(s) [if Seller was responsible to provide the report(s)].

☐ **ZONING CLASSIFICATION CONFIRMATION:** Verification that the Property is zoned _____ and that the Property's zoning allows the Buyer's proposed use described at lines xxx-xxx.

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

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

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

☐ **APPROVALS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use: _____.

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

☐ electricity _____; ☐ gas _____; ☐ sewer _____;
☐ water _____; ☐ telephone _____; ☐ cable _____;
☐ other _____.

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

☐ **LAND USE APPROVAL:** This Offer is contingent upon "(Buyer)(Seller) [STRIKE ONE] ("Seller" if neither stricken) obtaining the following permit(s), including all costs: a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐ occupancy permit; ☐ other _____ **CHECK ALL THAT APPLY,** and delivering written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed use described at lines xxx-xxx.

Another suggestion was to add a place to write in the tax pin or parcel number on the last page – or maybe in the beginning near the property description because it helps describe vacant land that may not always have an address

➤ **What other changes or additions to provisions should be made in the WB-13?**

OfferWB-14WB-13RevisionDSPS12-11-19

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: _____ (Building _____
8 _____) of _____ Condominium
9 (insert additional description, if any, at lines xxx-xxx or attach as an addendum per line xxx), 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 xx-xx and xxx-xxx) appurtenant to the Unit, together with and subject
14 to the rights, interests, obligations and limitations as set forth in the Condominium Declaration and plat (and all amendments
15 thereto); (3) Seller's interests in any common surplus and reserves in the Condominium allocated to the Property, (4) all
16 Fixtures on the Property as of the date stated on line 1 of this Offer (unless excluded at lines xx-xx), and (5) the following
17 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 xx-xx) and the following: _____
25 _____
26 _____
27 _____
28 **CAUTION: Identify Fixtures that are on the Property (see lines xx-xx) to be excluded by Seller or that are rented**
29 **(e.g., water softeners or other water treatment systems, LP tanks, etc.) and will continue to be owned by the**
30 **lessor.**
31 "Fixture" is defined as an item of property that is physically attached to or so closely associated with land, buildings or
32 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily
33 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as
34 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows;
35 electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units
36 and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or fitted floor
37 coverings; awnings; attached antennas and satellite dishes (but not the component parts); audio/visual wall mounting
38 brackets (but not the audio/visual equipment); garage door openers and remote controls; installed security systems; central
39 vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans;
40 fences; in-ground pet containment systems (but not the collars); storage buildings on permanent foundations and
41 docks/piers on permanent foundations.
42 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented (e.g., water softeners or other water**
43 **treatment systems, LP tanks, etc.) on lines xx-xx or at lines xxx-xxx or in an addendum per line xxx).**
44 **STORAGE, PARKING AND FEES**
45 ■ **STORAGE UNIT:** A storage unit (is) (is not) **STRIKE ONE** included in the purchase price. Storage unit number: _____.
46 ■ **PARKING:** The parking for the Unit is _____. The parking fee is \$ _____.
47 ■ **ASSOCIATION FEE:** The Association fee for the Property is \$ _____ per _____.
48 ■ **UNIT TRANSFER FEE:** Buyer is aware the Property may be subject to one-time fee(s) resulting from transfer of the
49 Property. Any fee(s) resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer"
50 if neither is stricken).
51 **NOTE: The Association may charge fees at or subsequent to closing which may include Additional Association, reserves,**
52 **administrative or other fees. Buyer is advised to review the Condominium disclosure materials including, but not limited to,**
53 **current financial disclosure statements and other Condominium materials described on lines xxx-xxx, as relevant.**
54 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
55 on or before _____. Seller may keep the
56 Property on the market and accept secondary offers after binding acceptance of this Offer.
57 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

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

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

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

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

Property Address: _____ Page 2 of 10, WB-
11

70 **EARNEST MONEY**

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

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

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

75 All earnest money shall be delivered to and held by (listing Firm) (Buyer's agent's Firm) (third party identified as
76 _____) **STRIKE THOSE NOT APPLICABLE** (listing Firm if none
77 chosen; if no listing Firm, then Buyer's agent's Firm; if no Firm, then Seller).

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

79 ■ **HELD BY:** Earnest money shall be delivered in accordance with lines **xx-xx** and held in the account of the person identified
80 on lines **xx-xx**. If earnest money is held by a Firm the Firm will hold the earnest money until applied to the purchase price
81 or disbursed as provided at lines **xx-xx**.

82 **CAUTION: Should persons other than a Firm hold earnest money, an escrow agreement should be drafted by the**
83 **Parties or an attorney as lines xx-xx do not apply. If someone other than Buyer pays earnest money, consider a**
84 **special disbursement agreement.**

85 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
86 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
87 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
88 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
89 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
90 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
91 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
92 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
93 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
94 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
95 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, 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 disagree 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; (6) **delivery of Condominium disclosure materials (see lines xxx-**
108 **xxx)** **STRIKE AS APPLICABLE** and all other dates and Deadlines in 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 **CONDOMINIUM DISCLOSURE MATERIALS** Seller agrees to **deliver to Buyer, within 10 days after acceptance of Offer,**
113 **current and accurate copies of the Condominium disclosure materials required by Wis. Stat. § 703.33.** The Condominium
114 disclosure materials include a copy of the following and any amendments to any of these [except as may be limited for
115 **Small Condominiums per Wis. Stat. § 703.365]:**

- 116 (a) proposed or existing Declaration, bylaws and any rules or regulations, and an index of the contents;
117 (b) proposed or existing articles of incorporation of the Association, if it is or is to be incorporated;

- 118 (c) proposed or existing management contract, employment contract or other contract affecting the use, maintenance
119 or access of all or part of the Condominium;
120 (d) projected annual operating budget for the Condominium including reasonable details concerning the estimated
121 monthly payments by the purchaser for assessments and other monthly charges;
122 (e) leases to which Unit owners or the Association will be a party;
123 (f) general description of any contemplated expansion of Condominium including each stage of expansion and the
124 maximum number of Units that can be added to the Condominium;
125 (g) Unit floor plan and map showing location of Common Elements and other facilities available to Unit owners;
126 (h) the executive summary.

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

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

136 ■ **BUYER RESCISSION RIGHTS:** As provided in Wis. Stat. § 703.33(4)(a), Buyer may, within 5 business days after receipt
137 of all the required disclosure documents or **following notice of any material changes in these documents**, rescind this Offer
138 by written notice delivered to Seller. If the disclosure materials are delivered to Buyer and Buyer does not receive all of the
139 disclosure documents, Buyer may, within 5 business days after Buyer's receipt of the disclosure materials, either rescind
140 the Offer or request any missing documents. Seller has 5 business days after receipt of Buyer's request for missing
141 documents to deliver the requested documents. Buyer may rescind the sale within 5 business days after the earlier of
142 Buyer's receipt of requested missing documents or the deadline for Seller's delivery of the documents [Wis. Stat. §
143 703.33(4)(b)]. **Any document delivered to Buyer may not be changed or amended following delivery if the change or**
144 **amendment would materially affect the rights of Buyer without first obtaining approval of Buyer. A copy of any such**
145 **amendments shall be delivered promptly to Buyer.**

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

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

152 ☐ **CONTINGENCY FOR ADDITIONAL CONDOMINIUM INFORMATION:** This Offer is contingent upon Seller
153 delivering to Buyer, at Seller's expense, within 10 days after acceptance of this Offer the **current** information listed below
154 **that exists** **STRIKE AND COMPLETE AS APPLICABLE:**

- 155 ♦ the Condominium Association's financial statements for the last two years
- 156 ♦ the minutes of the last 3 Unit owners' meetings
- 157 ♦ the minutes of Condominium board meetings during the 12 months prior to acceptance of this Offer
- 158 ♦ information about contemplated or pending Condominium special assessments
- 159 ♦ the Association's certificate of insurance
- 160 ♦ a statement from the Association indicating the balance of reserve accounts controlled by the Association
- 161 ♦ a statement from the Association of the amount of any unpaid assessments on the Unit (per Wis. Stat. § 703.165)
- 162 ♦ any Common Element inspection reports (e.g. roof, swimming pool, elevator and parking garage inspections, etc.)
163 held by the Association
- 164 ♦ information regarding any pending litigation involving the Association
- 165 ♦ the Declaration, bylaws, budget and/or most recent financial statement of any master association or Additional
166 Association the Unit may be part of
- 167 ♦ other: _____

168 (hereinafter collectively the "listed materials").

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

171 ■ **BUYER RESCISSION RIGHTS:** Buyer may, within 5 business days after receipt of all the listed materials or **following**
172 **notice of any material changes in these materials**, rescind this Offer by written notice delivered to Seller. If the materials are
173 delivered to Buyer and Buyer does not receive all of the listed materials, Buyer may, within 5 business days after Buyer's
174 receipt of the materials, either rescind the Offer or request any missing **materials in writing**. Seller has 5 business days after
175 receipt of Buyer's request for missing listed materials to deliver the requested materials. Buyer may rescind the sale within
176 5 business days after the earlier of Buyer's receipt of requested missing materials or the deadline for Seller's delivery of the
177 materials. **Any listed materials delivered to Buyer may not be changed or amended following delivery if the change or**
178 **amendment would materially affect the rights of Buyer without first obtaining approval of Buyer. A copy of any such**
179 **amendments shall be delivered promptly to Buyer.**

180 The Parties agree that the 5 business days begin upon the earlier of: (1) Buyer's Actual Receipt of the listed
181 materials, requested missing materials or material changes or (2) upon the deadline for Seller's delivery of the
182 listed materials or requested missing materials.

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

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

190 ■ **COMMON ELEMENTS:** Wis. Stat. § 703.02(2) provides that, "Common Elements" mean all of a Condominium except
191 its units." In a typical residential Condominium project, the Common Elements may include the land, structural and common
192 parts of buildings (entranceway, halls, elevator, meeting room, etc.), landscaping, roads, any outside parking areas, outdoor
193 lighting, any recreational facilities (swimming pool, tennis courts, clubhouse, etc.) and all other common areas and
194 amenities. The Common Elements are owned collectively by all of the Unit owners. For example, in a Condominium with
195 100 Units, each Unit owner may own a one percent interest in all Common Elements. Thus, the Unit owner would own an
196 undivided one percent interest in the tennis courts, road, parking lot, etc.

197 ■ **CONDOMINIUM:** Wis. Stat. § 703.02(4) provides that, "Condominium" means property subject to a Condominium
198 Declaration established under this chapter" [Wis. Stat. Ch. 703].

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

204 ■ **LIMITED COMMON ELEMENTS:** Wis. Stat. § 703.02(10) provides that, "Limited Common Element" means a Common
205 Element identified in a Declaration or on a Condominium plat as reserved for the exclusive use of one or more but less than
206 all of the Unit owners." A Unit owner does not own a Limited Common Element, except for the percentage interest in the
207 Common Elements, but is the only one who may use it, either alone or with others (but not all Unit owners). This exclusive
208 use may be subject to restrictions stated in the Declaration or the Condominium rules. Limited Common Elements may
209 include a storage area, patio, balcony, garage parking space or a boat slip.

210 ■ **SMALL CONDOMINIUM:** Wis. Stat. § 703.02(14m) provides that, "Small Condominium" means a Condominium with no
211 more than 12 Units.

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

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

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

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

INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT

244

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

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

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

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

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

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

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

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

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

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

266 g. A septic system or other private sanitary disposal system serves the Property; Defects in the septic system or other
267 sanitary disposal system on the Property; or any out-of-service septic system serving the Property not closed or abandoned
268 according to applicable regulations.

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

273 i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased); or Defects in an
274 "LP" tank on the Property.

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

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

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

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

287 n. Nonconforming uses of the Property; conservation easements, restrictive covenants or deed restrictions on the
288 Property; or nonowners having rights to use part of the Property, including, but not limited to, rights-of-way and easements
289 other than recorded utility easements.

290 o. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
291 conversion charge; or payment of a use-value assessment conversion charge has been deferred.

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

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

297 r. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
298 driveway) affecting the Property.

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

301 t. A pier attached to the Property not in compliance with state or local pier regulations.

302 u. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal, reptile, or
303 other insect infestations.

- 304 v. Structure on the Property designated as an historic building; all or any part of the Property in an historic district; or one
305 or more burial sites on the Property.
306 w. Other Defects affecting the Property.

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

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

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

325 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines xxx-xxx).

326 (1) This Offer is contingent upon a Wisconsin registered or Wisconsin licensed home inspector performing a home inspection
327 of the Unit and any Limited Common Elements that may be used only by the owner of the Condominium Unit being
328 transferred

329 (2) after the date on line 1 of this Offer that discloses no Defects.

330 (3) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
331 inspection of _____

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

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

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

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

340 This contingency shall be deemed satisfied unless Buyer, within _____ days (“15” if left blank) after acceptance, delivers
341 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
342 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

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

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

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

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

352 (1) delivering written notice to Buyer within _____ (“10” if left blank) days after Buyer’s delivery of the Notice of Defects
353 stating Seller’s election to cure Defects;

354 (2) curing the Defects in a good and workmanlike manner including obtaining applicable permits where required; and

355 (3) delivering to Buyer a written report detailing the work done and documenting compliance with permit requirements no
356 later than three days prior to closing.

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

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

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

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

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

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362 ☐ **RADON TESTING CONTINGENCY:** This Offer is contingent upon Buyer obtaining a current written report of the
363 results of a radon test at the Property within the Unit performed by a qualified third party in a manner consistent with
364 applicable EPA and Wisconsin Department of Health Services (DHS) protocols and standards indicating the radon level is
365 less than 4.0 picoCuries per liter (pCi/L), at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense.
366 This contingency shall be deemed satisfied unless Buyer, within _____ days ("20" if left blank) after acceptance delivers
367 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
368 objecting to the radon level in the report.

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

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

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

372 (2) installing a radon mitigation system in conformance with EPA standards in a good and workmanlike manner and by
373 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
374 no later than three days prior to closing.

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

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

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

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

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

380 **IF LINE xxx IS NOT MARKED OR IS MARKED N/A LINES xxx-xxx APPLY.**

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

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

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

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

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

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

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

407 (1) signed by Buyer; or,

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

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

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

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

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

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

422 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines xxx-xxx; or

423 (2) the Deadline for delivery of the loan commitment on line xxx,

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

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

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

433 (2) _____
434 _____ [Specify documentation Buyer agrees to deliver to Seller].

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

474 (3) Any of the following checked below:

475 ☐ Proof of bridge loan financing

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

478 Other: _____

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

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481 ☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
482 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
483 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
484 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to

485 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
486 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
487 Offer becomes primary.

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

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

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

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

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

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

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

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

506 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
507 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
508 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
509 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
510 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

511 **TITLE EVIDENCE**

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

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

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

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

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

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

540 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
541 objections to title by the time set for closing. Seller shall have a reasonable time, but not exceeding 15 days, to remove the
542 objections, and the time for closing shall be extended as necessary for this purpose. If Seller is unable to remove said
543 objections, Buyer shall have five 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.

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

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

CAUTION: Consider a special agreement if area assessments, property owners association assessments, Condominium Association special assessments, special charges for current services under Wis. Stat. § 66.0627 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, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

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

_____. Insert additional terms, if any, at lines **xxx-xxx** or attach as an addendum per line **xxx**.

DEFINITIONS

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

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

■ **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. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner except that only Business Days are counted while other days are excluded. 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. "Midnight" is defined as 11:59 p.m. Central Standard Time.

■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises. ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

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

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

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

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

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

DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) 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); (ii) report sales and financing concession data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this Offer to the seller or seller's agent of another property that Seller intends on purchasing.

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MAINTENANCE Seller shall maintain the Property and all personal property included in the purchase price until the 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 for ordinary wear and tear.

603 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Unit and any Limited Common
604 Elements that may be used only by the owner of the Condominium Unit being transferred is damaged in an amount not
605 more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer in writing,
606 and will be obligated to restore the Unit and any Limited Common Elements that may be used only by the owner of the
607 Condominium Unit being transferred to materially the same condition it was in as of the date on line 1 of this Offer. Seller
608 shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than closing. If the
609 amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of the damage
610 and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer
611 shall be entitled to the insurance proceeds, if any, relating to the damage to the Unit and any Limited Common Elements
612 that may be used only by the owner of the Condominium Unit being transferred, plus a credit towards the purchase price
613 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
614 mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Unit and any Limited
615 Common Elements that may be used only by the owner of the Condominium Unit being transferred
616 .

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

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

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

632 If Buyer defaults, Seller may:

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

636 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

664 Seller hereby represents that Seller is not a Foreign Person. Buyer and Seller agree to comply with FIRPTA requirements
665 under IRC § 1445. No later than 15 days prior to the closing, Seller shall execute and deliver to Buyer, or a qualified
666 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's

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667 non-foreign status in accordance with IRC § 1445. Any representations made by Seller with respect to this issue shall
668 survive the closing and delivery of the deed. If Seller fails to deliver certification of Seller's non-foreign status, Buyer shall
669 be entitled to either: (1) withhold the amount required to be withheld pursuant to IRC § 1445 from amounts otherwise payable
670 to Seller under this Offer; or, (2) terminate this Offer by written notice to Seller prior to closing. Buyer and Seller shall
671 complete, execute, and deliver, on or before closing, any other instrument, affidavit, or statement needed to comply with
672 FIRPTA, including withholding forms.

673 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
674 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
675 FIRPTA.

676 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____

677 _____
678 _____

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

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

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

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

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

687 Seller: (_____) Buyer: (_____) _____

688 ☐ (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
689 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
690 line xxx or xxx.

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

693 Address for Seller: _____

694 Address for Buyer: _____

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

696 Seller: _____ Buyer: _____

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

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

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

701 _____

702 (x) _____

703 Buyer's Signature ▲ Print Name Here ► Date ▲

704 (x) _____

705 Buyer's Signature ▲ Print Name Here ► Date ▲

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

710 (x) _____

711 Seller's Signature ▲ Print Name Here ► Date ▲

712 (x) _____

713 Seller's Signature ▲ Print Name Here ► Date ▲

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

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

716 This Offer is rejected _____ This Offer is countered [See attached counter] _____

717 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 [Street Address] _____
5 _____
6 in the _____ of _____, County
7 of _____ Wisconsin (insert additional description, if any, at lines xxx-xxx or
8 attach as an addendum per line xxx), 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 xx-xx), and the following additional item: _____
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 xx-xx) and the following: _____
21 _____
22 _____
23 _____

24 **CAUTION: Identify Fixtures that are on the Property (see lines xx-xx) to be excluded by Seller or that are rented**
25 **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 so as to be
27 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,
29 but not limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent
30 foundations and docks/piers on permanent foundations.

31 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines xx-xx or at lines xxx-xxx or in**
32 **an addendum per line xxx.**

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

35 **ZONING:** Seller represents the Property is zoned: _____.

36 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to
37 Buyer on or before _____. Seller may keep
38 the Property 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
41 identical 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 a 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**
50 **real estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or**
51 **money transfer instructions.**

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52 **EARNEST MONEY**

53 ■ EARNEST MONEY of \$ _____ accompanies this Offer.
54 If 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) (Buyer's agent's Firm) (third party identified as
58 _____) **STRIKE THOSE NOT APPLICABLE** (listing Firm if none
59 chosen; if no listing Firm, then Buyer's agent's Firm; if no Firm then Seller).
60 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.
61 ■ **HELD BY:** Earnest money shall be delivered in accordance with lines **xx-xx** and held in the account of the person
62 identified on lines **xx-xx**. If earnest money is held by a Firm the Firm will hold the earnest money until applied to the
63 purchase price or disbursed as provided at lines **xx-xx**.
64 **CAUTION: Should persons other than a Firm hold earnest money, an escrow agreement should be drafted by the**
65 **Parties or an attorney because lines **xx-xx** do not apply. If someone other than Buyer pays earnest money,**
66 **consider a special disbursement agreement.**
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
70 shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed
71 according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not
72 been delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse
73 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or
74 Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court
75 order; (4) upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm
76 may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct
77 from the 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
80 earnest money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either
81 Party disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by
82 certified mail. If Buyer or Seller disagree with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court
83 order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale
84 of residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding
85 their legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for
86 good faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and
87 Professional 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
93 date 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 which includes one-to-four dwelling
95 units to provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has
96 never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for
97 example, personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. §
98 709.03. The law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after
99 acceptance of the contract of sale . . . , to the prospective Buyer of the property a completed copy of the report . . . A
100 prospective Buyer who does not receive a report within the 10 days may, within two business days after the end of that
101 10-day period, rescind the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's
102 agent." Buyer may also have certain rescission rights if a Real Estate Condition Report disclosing defects is furnished
103 before expiration of the 10 days, but after the Offer is submitted to Seller. Buyer should review the report form or consult
104 with an attorney for additional 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 **xxx-xxx**) other than those identified in
107 Seller's Real Estate Condition Report dated _____, which was received by Buyer prior to Buyer
108 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
109 and _____
110 _____

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111 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**
112 "Conditions Affecting the Property or Transaction" are defined to include:

113 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.

114 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the

115 value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

116 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other

117 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum

118 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup

119 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.

120 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface

121 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or

122 hazardous materials or containers for these materials were disposed of in violation of manufacturer or government

123 guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing

124 capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.

125 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property. f. Defects

126 caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint, soil or

127 water supplies, unsafe levels of mold, asbestos or asbestos-containing materials or other potentially hazardous or toxic

128 substances on the Property; manufacture of methamphetamine or other hazardous or toxic substances on the Property;

129 or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the

130 Property.

131 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**

132 **properties built before 1978.**

133 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic

134 substances on neighboring properties.

135 f. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the

136 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates,

137 or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code)

138 but that are not closed or abandoned according to applicable regulations.

139 g. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic

140 system serving the Property not closed or abandoned according to applicable regulations.

141 h. Underground or aboveground fuel storage tanks on or previously located on the Property for storage of flammable or

142 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel

143 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may

144 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;

145 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department

146 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in

147 use or not. Department regulations may require closure or removal of unused tanks.)

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

149 "LP" tank on the Property.

150 j. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;

151 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special

152 purpose district, such as a drainage district, that has authority to impose assessments.

153 k. Proposed, planned, or commenced public improvements or public construction projects that may result in special

154 assessments or that may otherwise materially affect the property or the present use of the Property; Property additions or

155 remodeling affecting Property structure or mechanical systems during Seller's ownership without required permits; or any

156 land division involving the Property without required state or local permits.

157 l. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit

158 and there are common areas associated with the Property that are co-owned with others.

159 m. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,

160 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan

161 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that

162 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the

163 county.

164 n. Nonconforming uses of the Property (a nonconforming use is a use of land, a dwelling, or a building that existed

165 lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in

166 the current ordinance); conservation easements (a conservation easement is a legal agreement in which a property owner

167 conveys some of the rights associated with ownership of his or her property to an easement holder such as a

168 governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar

169 ecosystem, preserve areas for outdoor recreation or education, or for similar purposes); restrictive covenants or deed

170 restrictions on the Property; or nonowners having rights to use part of the Property, including, but not limited to,

171 rights-of-way and easements other than recorded utility easements.

172 o. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment

173 conversion charge; or payment of a use-value assessment conversion charge has been deferred.

174 p. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop

175 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

- 176 q. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
177 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
178 similar group of which the Property owner is a member.
- 179 r. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
180 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
181 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
182 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
183 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 184 s. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
185 existing condition.
- 186 t. A pier attached to the Property not in compliance with state or local pier regulations.
187 Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
188 Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
189 Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees
190 or shrubs; or substantial injuries or disease in livestock on the property or neighboring property.
- 191 u. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
192 Defect or material condition. v. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more
193 burial sites on the Property.
- 194 w. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
195 lease agreement or an extension of credit from an electric cooperative, .

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

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

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

211 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines xxx-xxx).

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

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

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

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

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

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

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

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

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

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

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

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

236 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of
 237 Defects stating Seller's election to cure Defects;
 238 (2) curing the Defects in a good and workmanlike manner including obtaining applicable permits where required; and
 239 (3) delivering to Buyer a written report detailing the work done and documenting compliance with permit requirements
 240 no later than three days prior to closing.

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

243 (1) Seller does not have the right to cure; or
 244 (2) Seller has the right to cure but:
 245 (a) Seller delivers written notice that Seller will not cure; or
 246 (b) Seller does not timely deliver the written notice of election to cure.

247

248 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
 249 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Municipal and
 250 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements
 251 or uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
 252 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
 253 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
 254 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate
 255 certain of these issues can be found at lines xxx-xxx and Buyer may add contingencies as needed in addenda (see line
 256 xxx). Buyer should review any plans for development or use changes to determine what issues should be addressed in
 257 these contingencies.

258 ☐ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____
 259 _____

260

261 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
 262 provisions checked on lines xxx-xxx shall be deemed satisfied unless Buyer, within _____ days after acceptance,
 263 delivers written notice to Seller specifying those items that cannot be satisfied and written evidence substantiating why
 264 each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null
 265 and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines xxx-xxx.

266 ☐ **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's)
 267 (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____
 268 _____ and that the Property's zoning allows the Buyer's proposed use described at lines xxx-xxx.

269 ☐ **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if
 270 neither is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil
 271 condition that would make the proposed use described at lines xxx-xxx impossible or significantly increase the costs
 272 of such development.

273 ☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
 274 upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, written evidence
 275 from a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions
 276 that must be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS
 277 for use of the Property as stated on lines xxx-xxx. The POWTS (septic system) allowed by the written evidence must
 278 be one of the following POWTS that is approved by the State for use with the type of property identified at lines xxx-
 279 xxx **CHECK ALL THAT APPLY:** ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution;
 280 ☐ holding tank; ☐ other: _____

281 ☐ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
 282 ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and
 283 restrictions affecting the Property and a written determination by a qualified independent third party that none of these
 284 prohibit or significantly delay or increase the costs of the proposed use or development identified at lines xxx-xxx.

285 ☐ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if
 286 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
 287 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to
 288 Buyer's proposed use: _____
 289 _____

290 ☐ **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if
 291 neither is stricken) expense, written verification of the location of the following utility service connections (e.g., on the
 292 Property, at the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:**

293 ☐ electricity _____; ☐ gas _____; ☐ sewer _____;
 294 ☐ water _____; ☐ telephone _____; ☐ cable _____;
 295 ☐ other _____

296 ☐ **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~
297 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from
298 public roads.

299 ☐ **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~
300 ("Buyer's" if neither is stricken) expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building
301 permit; ☐ occupancy permit; ☐ other _____ ~~CHECK ALL THAT APPLY,~~
302 and delivering written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property
303 for its proposed use described at lines xxx-xxx.

304 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ ("Seller
305 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared
306 by a registered land surveyor, within _____ days ("20" if left blank) of acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~
307 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
308 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
309 Property, the location of improvements, if any, and: _____

310 _____ ~~STRIKE AND COMPLETE AS APPLICABLE~~

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

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

315 This contingency shall be deemed satisfied unless Buyer, within five days of the deadline for delivery of said map, delivers
316 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
317 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon
318 delivery of Buyer's notice, this Offer shall be null and void. If Seller was responsible to provide the map, this Offer shall be
319 null and void if Buyer delivers notice to Seller within three days of the delivery deadline stating Seller failed to deliver the
320 map.

321 **IF LINE xxx IS NOT MARKED OR IS MARKED N/A LINES xxx-xxx APPLY.**

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

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

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

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

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

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

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

348 (1) signed by Buyer; or,

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

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

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

355 **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line xxx.
356 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
357 written loan commitment from Buyer that is signed by Buyer or accompanied by Buyer's written direction for delivery.

358 **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
359 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall

360 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
361 unavailability.

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

- 363 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines xxx to xxx or
364 (2) the Deadline for delivery of the loan commitment on line xxx, to deliver to Buyer written notice of Seller's decision to
365 finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall
366 remain in full force and effect, with the time for closing extended accordingly.

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

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

- 372 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
373 the time of verification, sufficient funds to close; or
374 (2) _____

375 _____ [Specify documentation Buyer agrees to deliver to Seller].

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

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

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

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

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

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

- 396 (1) Seller does not have the right to cure; or
397 (2) Seller has the right to cure but:
398 (a) Seller delivers written notice that Seller will not adjust the purchase price; or
399 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
400 report.

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

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

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

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

- 412 (1) Written waiver of the Closing of Buyer's Property Contingency if line xxx is marked;
413 (2) Written waiver of _____

414 _____ (name other contingencies, if any); and

415 (3) Any of the following checked below:

- 416 ☐ Proof of bridge loan financing.
417 ☐ Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
418 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.
419 Other: _____

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

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

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

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

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

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

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

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

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

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

446 ☐ _____.

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

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

457 **TITLE EVIDENCE**

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

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

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

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

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

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

485 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
486 objections to title by the time set for closing. Seller shall have a reasonable time, but not exceeding 15 days, to remove
487 the objections, and the time for closing shall be extended as necessary for this purpose. If Seller is unable to remove said
488 objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the objections, and
489 the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be null and void.
490 Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

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

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

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

505 _____ Insert additional terms, if any, at lines **xxx-xxx** or attach as an addendum per line **xxx**.

506 **DEFINITIONS**

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

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

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

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

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

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

525 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines **x**x.

526 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of
527 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.

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

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

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

540 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the
541 earlier of closing or Buyer's occupancy, in materially the same condition as of the date of acceptance of this Offer, except
542 for ordinary wear and tear.

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

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

557 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
558 this Offer at lines xxx-xxx or in an addendum attached per line xxx, or lines xxx-xxx if the Property is leased. At time of
559 Buyer's occupancy, Property shall be free of all debris and personal property except for personal property belonging to
560 current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if
561 any.

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

565 If Buyer defaults, Seller may:

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

569 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

597 Seller hereby represents that Seller is not a Foreign Person. Buyer and Seller agree to comply with FIRPTA requirements
598 under IRC § 1445. No later than 15 days prior to the closing, Seller shall execute and deliver to Buyer, or a qualified
599 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's

600 non-foreign status in accordance with IRC § 1445. Any representations made by Seller with respect to this issue shall
601 survive the closing and delivery of the deed. If Seller fails to deliver certification of Seller's non-foreign status, Buyer shall
602 be entitled to either: (1) withhold the amount required to be withheld pursuant to IRC § 1445 from amounts otherwise
603 payable to Seller under this Offer; or, (2) terminate this Offer by written notice to Seller prior to closing. Buyer and Seller
604 shall complete, execute, and deliver, on or before closing, any other instrument, affidavit, or statement needed to comply
605 with FIRPTA, including withholding forms.
606 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA
607 exemption applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors
608 regarding FIRPTA.

609 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
610 _____
611 _____
612 _____
613 _____
614 _____

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

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

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

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

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

623 Seller: (_____) Buyer: (_____) _____

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

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

629 Address for Seller: _____

630 Address for Buyer: _____

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

632 Seller: _____ Buyer: _____

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

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

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

637 _____

638 (x) _____

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

640 (x) _____

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

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

646 (x) _____

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

648 (x) _____

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

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

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

652 This Offer is rejected _____ This Offer is countered [See attached counter] _____

653 Seller Initials ▲ Date ▲ _____ Seller Initials ▲ Date ▲ _____