

WB-12 FARM OFFER TO PURCHASE

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

3 The Buyer, _____,
4 offers to purchase the Property known as _____

5 _____
6 _____

7 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 798-811, or attach
8 as an addendum per lines 812-815] in the _____ of _____, County of
9 _____, Wisconsin, on the following terms:

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

12 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
13 stated on line 1 of this Offer (unless excluded at lines 18-20), and the following additional items: _____

14 _____
15 _____

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

17 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
18 lines 13-14) and the following: _____

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 **CAUTION: Identify Fixtures that are on the Property (see lines 25-38) to be excluded by Seller or that are rented**
24 **(e.g., water softeners or other water treatment systems, LP tanks, etc.) and will continue to be owned by the lessor.**

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

39 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented (e.g., water softeners or other water**
40 **treatment systems, LP tanks, etc.) on lines 18-20 or at lines 798-811, or attach as an addendum per lines 812-815.**
41 **Address annual and perennial crops, livestock, rented fixtures not owned by Seller, fixtures owned by Seller but**
42 **which will not be included in the purchase price (e.g., irrigation systems) and equipment which may be personal**
43 **property but will be included in the purchase price. Annual crops are not part of the purchase price unless**
44 **otherwise agreed.**

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

49 _____
50 _____

51 _____
52 _____ Insert additional terms, if any, at lines 798-811, or attach as an addendum per lines 812-815.

53 **CAUTION: If Seller or Seller's tenant occupies the Property after closing or retains ownership of or rights to crops**
54 **(see lines 45-52), consider an agreement regarding occupancy, escrow, insurance, utilities, maintenance,**
55 **responsibility for and rights to access and harvest unharvested crops, farm operations, government programs and**
56 **responsibility for clearing the Property of personal property and debris, etc.**

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

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

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

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

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

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

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

73 **EARNEST MONEY**

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

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

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

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

79 _____ **STRIKE THOSE NOT APPLICABLE**
80 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

81 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
82 **attorney as lines 85-105 do not apply. If someone other than Buyer pays earnest money, consider a special**
83 **disbursement agreement.**

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

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 disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
101 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
102 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
103 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
104 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
105 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

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

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

112 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property that includes one-to-four dwelling units
113 to provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never
114 been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example,
115 personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03.
116 The law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance

117 of the contract of sale . . . , to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer
118 who does not receive a report within the 10 days may, within two business days after the end of that 10-day period, rescind
119 the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have
120 certain rescission rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days,
121 but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for additional
122 information regarding rescission rights.

123 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
124 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 131-201) other than those identified in
125 Seller's Real Estate Condition Report dated _____, which was received by Buyer
126 prior to Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS**
127 **APPLICABLE** and _____

128 _____
129 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT.**

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

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

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

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

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

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

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

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

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

152 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
153 Property or in a well that serves the Property, including unsafe well water, or out-of-service wells and cisterns not
154 closed/abandoned according to applicable regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

■ **REVIEW OF RECORDS: CAUTION: If surveys, soil analysis, acreage calculations, government program contracts, operating records (including prior use of pesticides or herbicides), etc. are material to Buyer's decision to purchase, Buyer should consider using the Document Review Contingency on lines 257-280 or inserting a contingency for review of these records. See lines 798-811 or use an addendum per lines 812-815.**

☐ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the optional documents checked on lines 264-280 to Buyer within _____ days ("15" if left blank) after acceptance of this Offer: This contingency shall be deemed satisfied unless Buyer, within _____ days ("7" if left blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating that this contingency has not been satisfied. The notice shall identify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s). Buyer shall keep all information reviewed confidential until closing. If this Offer does not close Buyer shall promptly return all documents received from Seller. **CHECK ALL THAT APPLY:**

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

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

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

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

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

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

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

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

☐ Other _____

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

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

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

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

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

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

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

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

INSPECTIONS AND TESTING

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

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

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

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

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

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

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

See lines 409-429 regarding Contingency satisfaction and the Right to Cure.

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

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

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

If the well is inspected, the Well Water Testing Contingency at lines 326-339 is automatically included in this Offer.

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

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

See lines 409-429 regarding Contingency satisfaction and the Right to Cure.

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

☐ **PRIVATE SANITARY SYSTEM(S) (POWTS) INSPECTION CONTINGENCY:** This Offer is contingent upon Buyer receiving, no later than _____ days (after acceptance) (prior to closing) ~~STRIKE ONE~~ ("prior to closing" if neither is stricken), a current written report from a county sanitarian, licensed master plumber, licensed master plumber-restricted service, licensed plumbing designer, registered engineer, certified POWTS inspector, certified septage operator, and/or a

363 certified soil tester, which indicates that the POWTS conforms to the code in effect when the POWTS was installed, and is
364 not disapproved for current use (is hydraulically functional and structurally sound).

365 **NOTE: This may include a records review to confirm installation date and specifications observed by the installer.**
366 **Different professionals may be needed to inspect different system components. This contingency does not**
367 **authorize soil testing.**

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

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

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

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

373 **See lines 409-429 regarding Contingency satisfaction and the Right to Cure.**

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

375 ☐ **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent
376 environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 391-
377 403), that Buyer shall receive no later than _____ days (after acceptance) (prior to closing) STRIKE ONE ("prior to
378 closing" if neither is stricken) at (Buyer's) (Seller's) expense STRIKE ONE ("Buyer's" if neither is stricken), which discloses
379 no Defects.

380 **NOTE: "Defect" as defined on lines 680-682 means a condition that would have a significant adverse effect on the**
381 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
382 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
383 **of the premises.**

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

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

390 **See lines 409-429 regarding Contingency satisfaction and the Right to Cure.**

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

404 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the**
405 **soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required,**
406 **insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site**
407 **Assessment (evaluation of remediation alternatives) or other site evaluation at lines 798-811 or attach as an**
408 **addendum per lines 812-815.**

409 ■ **CONTINGENCY SATISFACTION / RIGHT TO CURE:** Each contingency selected above [Well Water Testing, Well
410 System(s) Inspection, Private Sanitary System(s) (POWTS) Inspection, and Environmental Evaluation, on lines 326-390]
411 shall be deemed satisfied unless Buyer, within 5 days of the deadline for delivery or receipt of the respective applicable
412 report(s), delivers to Seller a copy of the written inspection/testing report(s) and a written notice listing the Defect(s) identified
413 in those report(s) to which Buyer objects or stating why the report(s) do(es) not satisfy the standard set forth in the
414 contingency(ies) selected (Notice of Defects).

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

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

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

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

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

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

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

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

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

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

426 This Offer shall be null and void if Buyer delivers notice to Seller, within 5 days of the deadline for delivery of the report(s),
427 stating Seller failed to deliver report(s) by the respective stated deadline [if Seller was responsible to provide the report(s)].
428 A POWTS Defect may be cured only by repairing the current POWTS or by replacing the current POWTS with the same
429 type of system which meets the standard stated above, unless otherwise agreed to by the Parties in writing.

430 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 311-325).

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

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

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

437 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection,
438 provided they occur prior to the Deadline specified at line 443. Inspection(s) shall be performed by a qualified
439 independent inspector or independent qualified third party.

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

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

443 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
444 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
445 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

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

449 **NOTE: "Defect" as defined on lines 680-682 means a condition that would have a significant adverse effect on the**
450 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
451 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
452 **of the premises.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

475 (2) installing a radon mitigation system in conformance with EPA standards in a good and workmanlike manner and by
476 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
477 no later than three days prior to closing.

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

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

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

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

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

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

IF LINE 485 IS NOT MARKED OR IS MARKED N/A LINES 533-544 APPLY.

484

485 ☐ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
486 _____ [loan type or specific lender, if any] first mortgage loan commitment as described
487 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than
488 \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial
489 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
490 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
491 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
492 to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan
493 sources or obtaining a construction loan or land contract financing, describe at lines 798-811 or in an addendum attached
494 per lines 812-815. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
495 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
496 lender's appraiser access to the Property.

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

500 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 501 or 502.**

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

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

507 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
508 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.
509 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
510 (even if subject to conditions) that is:

511 (1) signed by Buyer; or

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

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

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

518 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 487,
519 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
520 written loan commitment from Buyer.

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

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

526 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 521-524; or

527 (2) the Deadline for delivery of the loan commitment on line 487 to deliver to Buyer written notice of Seller's decision to
528 finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain
529 in full force and effect, with the time for closing extended accordingly.

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

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

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

537 (2) _____
538 _____ [Specify documentation Buyer agrees to deliver to Seller].

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

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

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

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

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

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

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

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

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

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

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

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

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

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

575 (1) Written waiver of the Closing of Buyer's Property Contingency if line 565 is marked;

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

578 (3) Any of the following checked below:

579 ☐ Proof of bridge loan financing.

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

582 Other: _____
583 _____

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

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

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

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

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

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

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

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

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

604 ☐ _____

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

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

TITLE EVIDENCE

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

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

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

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

■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) ~~STRIKE ONE~~ ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 644-651).

■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank) showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 616-624, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to remove said 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, Buyer shall deliver written notice of termination and 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.

■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, 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.

CAUTION: Consider a special agreement if area assessments, property owners association 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).

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.

666 ■ **BUYER CLIENT:** A "Buyer Client" is a buyer who has an agency agreement with a firm for brokerage services and who
667 receives client level services.

668 ■ **BUYER CUSTOMER:** A "Buyer Customer" is a buyer who is provided brokerage services by a firm and any licensees
669 associated with the firm, but who is not a client and who does not receive client level services.

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

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

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

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

684 ■ **OFFER OF COMPENSATION:** An "Offer of Compensation" means an amount of compensation, offered as an incentive
685 by Seller, to firms working with a Buyer Client or Buyer Customer, subject to any terms set by Seller as performance
686 standards for entitlement to receive the Offer of Compensation, if any.

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

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

689 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of
690 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.

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

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

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

703 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
704 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
705 ordinary wear and tear and changes agreed upon by Parties.

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

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

720 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
721 this Offer at lines 798-811 or in an addendum attached per lines 812-815, or lines 45-52 if the Property is leased. At time of
722 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
723 to current tenants or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

If Buyer defaults, Seller may:

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

If Seller defaults, Buyer may:

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

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

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

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

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

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 a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a condition report incorporated in this Offer per lines 123-126, or (2) no later than 10 days after acceptance, Seller delivers notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 767-769 apply.

IF SELLER IS A NON-FOREIGN PERSON. Seller shall, no later than closing, 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. If Seller fails to timely deliver certification of Seller's non-foreign status, Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or (2) declare Seller in default of this Offer and proceed under lines 731-738.

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

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

Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.

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.

SELLER PAYMENT OF COMPENSATION TO DRAFTING FIRM

NOTE: Per Wis. Stat. § 452.19, for any transaction involving a property containing 1 to 4 residential dwelling units, any applicable Offer of Compensation to be paid by Seller is to be documented in the executed offer to purchase or option to purchase.

IF APPLICABLE, CHECK ONLY ONE OF THE TWO BELOW:

☐ **BUYER AGENT COMPENSATION (BUYER CLIENT):** Seller agrees to pay to Buyer's Firm the amount of _____ (e.g., % of purchase price, dollar amount, etc.), toward Buyer's brokerage fees at closing. Payment made under this provision represents an economic adjustment only and does not create any agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party beneficiary of this contract. Payment by Seller to Buyer's Firm under this provision is in satisfaction of any Seller Offer of Compensation made to Buyer's Firm.

☐ **SELLER OFFER OF COMPENSATION (BUYER CUSTOMER):** Seller confirms making an Offer of Compensation to the firm working with the Buyer Customer and Seller agrees to pay to the firm working with the Buyer Customer the amount of _____ (e.g., % of purchase price, dollar amount, etc.) as earned Offer of Compensation from Seller at closing. This provision may be used by a subagent or agent working with a Buyer Customer only in response to an Offer of Compensation and consistent with the duties owed by a subagent under Wis. Stat. Ch. 452. Payment by Seller to the firm working with the Buyer Customer under this provision is in satisfaction of any Seller Offer of Compensation made to the firm working with the Buyer Customer.

ADDITIONAL PROVISIONS/CONTINGENCIES

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

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 819-834.

(1) **Personal:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 821 or 822.

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

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

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

Seller: (_____) Buyer: (_____) _____

☐ (3) **Commercial:** depositing the document or written notice, fees prepaid or charged to an account, with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at line 830 or 831.

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

Address for Seller: _____

Address for Buyer: _____

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

Email Address for Seller: _____

Email Address for Buyer: _____

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

This Offer was drafted by [Licensee and Firm] _____

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

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

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

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

849 Buyer Entity Name (if any): _____

850 (X) _____ Date ▲

851 Buyer's/Authorized Signature ▲

852 Print Name/Title Here ►

853 (X) _____ Date ▲

854 Buyer's/Authorized Signature ▲

855 Print Name/Title Here ►

856 Buyer Entity Name (if any): _____

857 (X) _____ Date ▲

858 Buyer's/Authorized Signature ▲

859 Print Name/Title Here ►

860 (X) _____ Date ▲

861 Buyer's/Authorized Signature ▲

862 Print Name/Title Here ►

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

867 Seller Entity Name (if any): _____

868 (X) _____ Date ▲

869 Seller's/Authorized Signature ▲

870 Print Name/Title Here ►

871 (X) _____ Date ▲

872 Seller's/Authorized Signature ▲

873 Print Name/Title Here ►

874 Seller Entity Name (if any): _____

875 (X) _____ Date ▲

876 Seller's/Authorized Signature ▲

877 Print Name/Title Here ►

878 (X) _____ Date ▲

879 Seller's/Authorized Signature ▲

880 Print Name/Title Here ►

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

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

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

884 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲