

WB-13 VACANT LAND OFFER TO PURCHASE

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

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

5 _____
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 668-694, or attach
7 as an addendum per lines 695-704] in the _____ of _____,
8 County of _____, Wisconsin, on the following terms:

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

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: _____

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

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

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

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

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 668-694 or in an**
27 **addendum per lines 695-704.**

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

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

31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

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

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

36 **CLOSING** This transaction is to be closed on _____
37 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the

38 date for closing falls on a Saturday, Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

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

43 **EARNEST MONEY**

44 ■ **EARNEST MONEY** of \$ _____ accompanies this Offer.

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

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

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

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

51 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
52 **attorney as lines 55-75 do not apply. If someone other than Buyer pays earnest money, consider a special**
53 **disbursement agreement.**

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

55 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
56 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
57 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall

58 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
59 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered
60 to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the earnest money:
61 (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court
62 hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4) upon authorization
63 granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain legal services to
64 direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the earnest money any costs
65 and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

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

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

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

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

92 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
93 notice or knowledge of Conditions Affecting the Property or Transaction (lines 100-179) other than those identified in Seller's
94 Vacant Land Disclosure Report dated _____, which was received by Buyer prior to Buyer signing
95 this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and
96 _____

97 _____
98 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

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

- 100 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
- 101 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
102 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 103 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
104 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
105 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
106 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
- 107 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
108 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
109 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
110 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
111 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
- 112 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
- 113 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in soil,
114 or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or
115 toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located
116 on but not directly serving the Property.
- 117 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
118 substances on neighboring properties.

- 119 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
120 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
121 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
122 that are not closed or abandoned according to applicable regulations.
- 123 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
124 system serving the Property not closed or abandoned according to applicable regulations.
- 125 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
126 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
127 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
128 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
129 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department of
130 Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or
131 not. Department regulations may require closure or removal of unused tanks.)
- 132 k. Existing or abandoned manure storage facilities located on the property.
- 133 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment; remodeling
134 that may increase the Property's assessed value; pending special assessments; or Property is within a special purpose
135 district, such as a drainage district, that has authority to impose assessments on the Property.
- 136 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
137 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
138 involving the Property without required state or local permits.
- 139 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
140 and there are common areas associated with the Property that are co-owned with others.
- 141 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
142 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
143 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
144 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
145 county.
- 146 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
147 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
148 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
149 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
150 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
151 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
152 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
153 other than recorded utility easements.
- 154 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
155 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 156 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop Law,
157 Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 158 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will be
159 transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or similar
160 group of which the Property owner is a member.
- 161 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
162 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
163 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
164 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the
165 Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 166 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
167 existing condition.
- 168 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting riparian
169 rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 170 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 171 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 172 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
173 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 174 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other Defect
175 or material condition.
- 176 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
- 177 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 178 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
179 lease agreement or an extension of credit from an electric cooperative.
- 180 ☐ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
181 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
182 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation

183 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
184 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
185 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
186 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
187 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
188 payback obligation.

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

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

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

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

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

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

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

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

230 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
231 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
232 responsible to verify the current zoning allows for the proposed use of the Property at lines 247-251. Municipal and zoning
233 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and
234 therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
235 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
236 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
237 development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain of these
238 issues can be found at lines 252-281 and Buyer may add contingencies as needed in addenda (lines 695-704). Buyer should
239 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

240 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
241 documentation required by any optional provisions checked on lines 252-276 below. The optional provisions checked on lines
242 252-276 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1) written
243 notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
244 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
245 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
246 checked at lines 252-276.

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

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

☐ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines 247-251.

☐ **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 247-251 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 247-251. 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 247-251 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 247-251.

☐ **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits or building permit, 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/PERMITS:** This Offer is contingent upon (Buyer) (Seller) STRIKE ONE ("Buyer" if neither stricken) obtaining the following, including all costs: a CHECK ALL THAT APPLY ☐ rezoning; ☐ conditional use permit; ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 247-251. 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.

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

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

315 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 300-314).

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

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

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

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

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

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

328 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
329 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
330 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

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

334 **NOTE: "Defect" as defined on lines 551-553 means a condition that would have a significant adverse effect on the**
335 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that**
336 **if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the**
337 **premises.**

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

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

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

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

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

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

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

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

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

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

349 **IF LINE 350 IS NOT MARKED OR IS MARKED N/A LINES 397-408 APPLY.**

350 ☐ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
351 _____ [loan type or specific lender, if any] first mortgage loan commitment as described
352 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than
353 \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial
354 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's required
355 monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and
356 private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees to pay discount
357 points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan sources or obtaining
358 a construction loan or land contract financing, describe at lines 668-694 or in an addendum attached per lines 695-704. Buyer
359 agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage
360 loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access
361 to the Property.

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

365 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 366 or 367.**

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

367 ☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____ %. The initial interest rate shall
368 be fixed for _____ months, at which time the interest rate may be increased not more than _____ % ("2" if left
369 blank) at the first adjustment and by not more than _____ % ("1" if left blank) at each subsequent adjustment. The

370 maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if left
371 blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

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

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

376 (1) signed by Buyer; or

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

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

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

383 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 352,
384 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
385 written loan commitment from Buyer.

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

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

390 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 386-388; or

391 (2) the Deadline for delivery of the loan commitment on line 352,

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

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

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

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

401 (2) _____
402 _____ [Specify documentation Buyer agrees to deliver to Seller].

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

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

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

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

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

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

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

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

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

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

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

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

432 null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a financial

433 institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close or proof
434 of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of bridge loan
435 shall not extend the closing date for this Offer.

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

439 (1) Written waiver of the Closing of Buyer's Property Contingency if line 429 is marked;

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

442 (3) Any of the following checked below:

443 ☐ Proof of bridge loan financing.

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

446 Other: _____
447 _____

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

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

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

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

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

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

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

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

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

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

472 ☐ _____

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

477 ☐ **POST-CLOSING RE-PRORATION:** Buyer and Seller agree to re-prorate the real estate taxes, through the day prior
478 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-
479 rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide
480 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
481 post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this
482 transaction.

483 **TITLE EVIDENCE**

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

490 _____
491 _____ (insert other allowable exceptions from title, if
492 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
493 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 510-517).

■ **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 484-492, 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).

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 668-694 or attach as an addendum per lines 695-704.

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.

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

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

■ **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 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.

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

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

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

560 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of this
561 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.

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

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

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

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

577 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an amount
578 not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer in writing,
579 and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of this Offer.
580 Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than closing. If
581 the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of the damage
582 and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer
583 shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase
584 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
585 a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

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

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
591 Offer at lines 668-694 or in an addendum attached per lines 695-704, or lines 528-532 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

597 If Buyer defaults, Seller may:

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

601 If Seller defaults, Buyer may:

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

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

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
610 **READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL EXPLANATION OF**
611 **THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS**
612 **CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN**
613 **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 92-95, 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 637-649 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 601-608.

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.

668

669

670

671

672

673

674

675

676

677

678

679

680

681

682

683

684

685

686

687

688

689

690

691

692

693

694

ADDITIONAL PROVISIONS/CONTINGENCIES

695

696

697

698

699

700

701

702

703

704

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 708-723.

(1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at lines 710-711.

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 lines 719-720.

☐ **(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.

739 (x) _____
 740 Buyer's Signature ▲ _____ Date ▲ _____
 741 Print Name Here ► _____

742 (x) _____
 743 Buyer's Signature ▲ _____ Date ▲ _____
 744 Print Name Here ► _____

745 (x) _____
 746 Buyer's Signature ▲ _____ Date ▲ _____
 747 Print Name Here ► _____

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

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

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

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

761 (x) _____
 762 Seller's Signature ▲ _____ Date ▲ _____
 763 Print Name Here ► _____

764 (x) _____
 765 Seller's Signature ▲ _____ Date ▲ _____
 766 Print Name Here ► _____

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

769 This Offer is rejected _____ This Offer is countered [See attached counter] _____
 770 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲