

WB-12 FARM 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 759-779, or
7 attach as an addendum per line 801] 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 17-19), and the following additional items: _____
13 _____
14 _____

15 **NOTE: 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 12-14 and the following: _____
18 _____
19 _____

20 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
21 **or not included.**

22 **CAUTION: Identify Fixtures that are on the Property (see lines 24-36) to be excluded by Seller or that are rented**
23 **(e.g., water softeners or other water treatment systems, LP tanks, etc.) and will continue to be owned by the lessor.**

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

37 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented (e.g., water softeners or other water**
38 **treatment systems, LP tanks, etc.) on lines 17-19 or at lines 759-779 or in an addendum per line 801). Address annual**
39 **and perennial crops, livestock, rented fixtures not owned by Seller, fixtures owned by Seller but which will not be included**
40 **in the purchase price (e.g., irrigation systems) and equipment which may be personal property but will be included in the**
41 **purchase price. Annual crops are not part of the purchase price unless otherwise agreed.**

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

48 _____ Insert additional terms, if any, at lines 759-779 or attach as an addendum per line 801.

49 **CAUTION: If Seller or Seller's tenant occupies the Property after closing or retains ownership of or rights to crops (see**
50 **lines 42-48), consider an agreement regarding occupancy, escrow, insurance, utilities, maintenance, responsibility for and**
51 **rights to access and harvest unharvested crops, farm operations, government programs and responsibility for clearing**
52 **the Property of personal property and debris, etc.**

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

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

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

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

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

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

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

69 **EARNEST MONEY**

70 ■ EARNEST MONEY of \$ _____ accompanies this Offer.
71 If the Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
72 ■ EARNEST MONEY of \$ _____ will be mailed, or commercially, electronically
73 or personally delivered within _____ days ("5" if left blank) after acceptance.
74 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____
75 _____) **STRIKE THOSE NOT APPLICABLE**
76 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

77 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
78 **attorney as lines 81-101 do not apply. If someone other than Buyer pays earnest money, consider a special**
79 **disbursement agreement.**

80 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.
81 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
82 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
83 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
84 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
85 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
86 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
87 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
88 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
89 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
90 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
91 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

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

102 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
103 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
104 this Offer except: _____
105 _____. If "Time is of the Essence" applies to a date or Deadline,
106 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
107 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

108 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property that includes one-to-four dwelling units
109 to provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never
110 been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example,
111 personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03.
112 The law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance
113 of the contract of sale . . . , to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer
114 who does not receive a report within the 10 days may, within two business days after the end of that 10-day period, rescind
115 the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have

116 certain rescission rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days,
117 but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for additional
118 information regarding rescission rights.

119 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice
120 or knowledge of Conditions Affecting the Property or Transaction (lines 126-197) other than those identified in Seller's Real Estate
121 Condition Report dated _____, which was received by Buyer prior to Buyer signing this
122 Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and
123 _____

124 _____
125 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

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

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

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

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

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

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

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

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

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

148 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
149 Property or in a well that serves the Property, including unsafe well water, or out-of-service wells and cisterns not
150 closed/abandoned according to applicable regulations.

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

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

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

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

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

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

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

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

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

- 177 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
178 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 179 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
180 be transferred with the Property because the dam is owned by a homeowners' association, lake district, or similar group of
181 which the Property owner is a member.
- 182 t. No legal access to the Property; or boundary or lot line disputes, noncompliance with fence law (Wis. Stat. Ch. 90),
183 encroachments or encumbrances (including a joint driveway) affecting the Property.
- 184 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition, including livestock
185 siting violations (Wis. Admin. Code Ch. ATCP 51); or any insurance claims relating to damage to the Property within the
186 last five years.
- 187 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
188 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 189 w. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal, reptile, or
190 other insect infestations; or substantial crop damage from disease, insects, soil contamination, wildlife or other causes,
191 diseased trees, or substantial injuries or disease in livestock on the Property or neighboring properties.
- 192 x. Structure on the Property designated as an historic building; all or any part of the Property in an historic district; or one
193 or more burial sites on the Property.
- 194 y. Agreements binding subsequent owners such as a lease agreement or extension of credit from an electric cooperative.
- 195 z. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 196 aa. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive
197 sliding, settling, earth movement or upheavals.
- 198 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
199 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
200 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
201 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
202 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
203 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
204 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
205 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
206 payback obligation.
- 207 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
208 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
209 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
210 **continued after sale. The Parties agree this provision survives closing.**
- 211 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
212 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
213 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
214 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
215 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by
216 the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
217 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
218 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
219 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
220 and may result in the assessment of penalties. For more information call the local DNR forester or visit
221 <https://dnr.wi.gov/topic/forestry.html>.
- 222 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
223 would be generated from its rental for agricultural use rather than its fair market value. When a person converts
224 agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a
225 conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin
226 Department of Revenue's Equalization Bureau or visit <http://www.revenue.wi.gov/>.
- 227 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from
228 such an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
229 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management
230 or visit <http://www.datcp.state.wi.us/> for more information.
- 231 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
232 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to
233 plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as
234 well as certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground
235 cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state
236 Farm Service Agency office or visit <http://www.fsa.usda.gov/>.
- 237 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance
238 with Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within

239 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
240 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
241 standards (that may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures.
242 Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit
243 <https://dnr.wi.gov/>. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or
244 shoreland-wetland zoning restrictions, if any.

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

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

249 ■ **REVIEW OF RECORDS: CAUTION: If surveys, soil analysis, acreage calculations, government program contracts,**
250 **operating records (including prior use of pesticides or herbicides), etc. are material to Buyer's decision to purchase, Buyer**
251 **should consider using the Document Review Contingency on lines 253-274 or inserting a contingency for review of these**
252 **records. See lines 759-779 or use an addendum per line 801.**

253 **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the optional documents checked on
254 lines 259-274 to Buyer within _____ days ("15" if left blank) after acceptance of this Offer: This contingency shall be deemed
255 satisfied unless Buyer, within _____ days ("7" if left blank) after the deadline for delivery of the documents, delivers to Seller a
256 written notice indicating that this contingency has not been satisfied. The notice shall identify which document(s) have not been timely
257 delivered or do not meet the standard set forth for the document(s). Buyer shall keep all information reviewed confidential until closing.
258 If this Offer does not close Buyer shall promptly return all documents received from Seller. **CHECK ALL THAT APPLY:**

- 259 Documents evidencing that the sale of the Property has been properly authorized if Seller is a business or an entity.
- 260 An inventory of all equipment, appliances, fixtures, tools, supplies and other personal property included in this transaction
261 which is consistent with representations made in this Offer.
- 262 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the personal
263 property and Property to be free and clear of all liens, other than liens to be released prior to or at closing.
- 264 Any available agricultural operational records including fertilizer, pesticide and herbicide application, handling and storage,
265 and livestock waste storage and spreading.
- 266 Documentation/records confirming tillable land acreage, crop allocation, different crop bases, crop yields such as Farm
267 Service Agency (FSA) reports.
- 268 Financial records including profit and loss statements, balance sheets, accounts payable and receivable, and records
269 pertaining to any accrued or payable income, sales, payroll, unemployment, or Social Security taxes relative to the farm operations.
- 270 Municipal records, reports or other documentation confirming what development rights have been transferred or received
271 under the applicable municipal Transfer of Development Rights (TDR) ordinances.
- 272 Any contracts, leases, permits, licenses, distributorships, or franchises relative to the farm operations.
- 273 Other _____

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

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

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

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

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

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

296 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
297 **to obtain the map when setting the deadline.**
298

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

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

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

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

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

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

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

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

332 **See lines 400-419 regarding Contingency satisfaction and the Right to Cure.**

333 **WELL SYSTEM(S) INSPECTION CONTINGENCY:** This Offer is contingent upon Buyer receiving, no later than _____
334 days (after acceptance)(prior to closing)) **STRIKE ONE** ("prior to closing" if neither is stricken), a current written Property Transfer
335 Well(s) and Pressure System(s) Inspection report from a licensed well driller or a licensed pump installer competent to inspect well
336 systems, which indicates that the _____
337 [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
338 pressure system(s) complies with code. (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for obtaining
339 the report(s), including all costs.

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

342 **If the well is inspected, the Well Water Testing Contingency at lines 320-332 is automatically included in this Offer.**

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

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

345 **See lines 400-419 regarding Contingency satisfaction and the Right to Cure.**

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

351 **PRIVATE SANITARY SYSTEM(S) (POWTS) INSPECTION CONTINGENCY:** This Offer is contingent upon Buyer receiving,
352 no later than _____ days (after acceptance)(prior to closing) **STRIKE ONE** ("prior to closing" if neither is stricken), a current
353 written report from a county sanitarian, licensed master plumber, licensed master plumber-restricted service, licensed plumbing
354 designer, registered engineer, certified POWTS inspector, certified septage operator, and/or a certified soil tester, which indicates
355 that the POWTS conforms to the code in effect when the POWTS was installed, and is not disapproved for current use (is
356 hydraulically functional and structurally sound).

357 **NOTE: This may include a records review to confirm installation date and specifications observed by the installer.**

358 **Different professionals may be needed to inspect different system components. This contingency does not**
359 **authorize soil testing.**

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

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

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

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

365 **See lines 400-419 regarding Contingency satisfaction and the Right to Cure.**

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

367 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent
368 environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property) (see lines 382-
369 399), that Buyer shall receive no later than _____ days (after acceptance) (prior to closing) **STRIKE ONE** ("prior to closing" if
370 neither is stricken) at (Buyer's) (Seller's) expense **STRIKE ONE** ("Buyer's" if neither is stricken), which discloses no Defects.

371 **NOTE: "Defect" as defined on lines 663-665 means a condition that would have a significant adverse effect on the**
372 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
373 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
374 **of the premises.**

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

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

381 **See lines 400-419 regarding Contingency satisfaction and the Right to Cure.**

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

395 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the**
396 **soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required,**
397 **insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site**
398 **Assessment (evaluation of remediation alternatives) or other site evaluation at lines 759-779 or attach as an**
399 **addendum per line 801.**

400 **CONTINGENCY SATISFACTION / RIGHT TO CURE:** Each contingency selected above [Well Water Testing, Well System(s)
401 Inspection, Private Sanitary System(s) (POWTS) Inspection, and Environmental Evaluation, on lines 320-381] shall be deemed
402 satisfied unless Buyer, within 5 days of the deadline for delivery or receipt of the respective applicable report(s), delivers to Seller a
403 copy of the written inspection/testing report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer
404 objects or stating why the report(s) do(es) not satisfy the standard set forth in the contingency(ies) selected (Notice of Defects).

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

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

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

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

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

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

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

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

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

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

416 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), stating
417 Seller failed to deliver report(s) by the respective stated deadline [if Seller was responsible to provide the report(s)].

418 A POWTS Defect may be cured only by repairing the current POWTS or by replacing the current POWTS with the same type of
419 system which meets the standard stated above, unless otherwise agreed to by the Parties in writing.

420 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).
421 (1) This Offer is contingent upon a Wisconsin registered or Wisconsin licensed home inspector performing a home inspection
422 of the Property after the date on line 1 of this Offer that discloses no Defects.
423 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
424 inspection of _____
425 _____ (list any Property component(s)
426 to be separately inspected, e.g., swimming pool, roof, foundation, chimney, etc.) which discloses no Defects.
427 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
428 they occur prior to the Deadline specified at line 433. Inspection(s) shall be performed by a qualified independent
429 inspector or independent qualified third party.
430 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).
431 **CAUTION: Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as**
432 **well as any follow-up inspection(s).**

433 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
434 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
435 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

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

439 **NOTE: "Defect" as defined on lines 663-665 means a condition that would have a significant adverse effect on the**
440 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
441 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
442 **of the premises.**

443 ■ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.
444 If Seller has the right to cure, Seller may satisfy this contingency by:
445 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
446 stating Seller's election to cure Defects;
447 (2) curing the Defects in a good and workmanlike manner; and
448 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

449 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:
450 (1) Seller does not have the right to cure; or
451 (2) Seller has the right to cure but:
452 (a) Seller delivers written notice that Seller will not cure; or
453 (b) Seller does not timely deliver the written notice of election to cure.

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

459 This contingency shall be deemed satisfied unless Buyer, within _____ days ("20" if left blank) after acceptance delivers
460 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
461 to the radon level in the report.

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

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

464 (1) delivering a written notice of Seller's election to cure within 10 days after delivery of Buyer's notice; and,
465 (2) installing a radon mitigation system in conformance with EPA standards in a good and workmanlike manner and by
466 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
467 no later than three days prior to closing.

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

469 (1) Seller does not have the right to cure; or
470 (2) Seller has the right to cure but:
471 (a) Seller delivers written notice that Seller will not cure; or
472 (b) Seller does not timely deliver the notice of election to cure.

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

474 **IF LINE 475 IS NOT MARKED OR IS MARKED N/A LINES 523-534 APPLY.**

475 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
476 _____ [loan type or specific lender, if any] first mortgage loan commitment as described
477 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than
478 \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial
479 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's

480 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
481 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
482 to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan
483 sources or obtaining a construction loan or land contract financing, describe at lines 759-779 or in an addendum attached
484 per line 801. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
485 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
486 lender's appraiser access to the Property.

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

490 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 491 or 492.**

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

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

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

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

501 (1) signed by Buyer; or

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

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

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

508 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 477.
509 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
510 written loan commitment from Buyer.

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

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

516 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 511-514; or

517 (2) the Deadline for delivery of the loan commitment on line 477 to deliver to Buyer written notice of Seller's decision to
518 finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain
519 in full force and effect, with the time for closing extended accordingly.

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

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

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

527 (2) _____
528 _____ [Specify documentation Buyer agrees to deliver to Seller].

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

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

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

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

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

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

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

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

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

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

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

555 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's
556 property located at _____ no later than

557 _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall become null and void
558 unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a financial institution or third party in
559 control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close or proof of bridge loan financing, along
560 with a written notice waiving this contingency. Delivery of verification or proof of bridge loan shall not extend the closing date for this
561 Offer.

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

565 (1) Written waiver of the Closing of Buyer's Property Contingency if line 555 is marked;

566 (2) Written waiver of _____
567 _____ (name other contingencies, if any); and

568 (3) Any of the following checked below:

569 Proof of bridge loan financing.

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

572 Other: _____
573 _____

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

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

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

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

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

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

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

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

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

593 _____.

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

598 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
599 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

600 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
601 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
602 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

603 **TITLE EVIDENCE**

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

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

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

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

621 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
622 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
623 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
624 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
625 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 632-
626 639).

627 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
628 or Buyer not more than _____ days after acceptance ("15" if left blank)
629 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable
630 per lines 604-612, subject only to liens which will be paid out of the proceeds of closing and standard title insurance
631 requirements and exceptions, as appropriate.

632 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
633 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
634 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
635 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
636 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
637 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
638 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
639 extinguish Seller's obligations to give merchantable title to Buyer.

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

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

650 **DEFINITIONS**

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

654 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
655 registered mail or make regular deliveries on that day.

656 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
657 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
658 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
659 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
660 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by

661 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
662 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

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

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

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

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

669 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
670 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.

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

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

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

683 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier of
684 closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for ordinary wear
685 and tear and changes agreed upon by Parties.

686 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an amount
687 not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer in writing, and
688 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. Seller shall
689 provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than closing. If the amount of
690 damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of the damage and this Offer may
691 be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the
692 insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of
693 Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance
694 proceeds shall be held in trust for the sole purpose of restoring the Property.

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

699 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
700 this Offer at lines 759-779 or in an addendum attached per line 801, or lines 42-48 if the Property is leased. At time of
701 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
702 to current tenants or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

706 If Buyer defaults, Seller may:

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

710 If Seller defaults, Buyer may:

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

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

718 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES
719 SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**

720 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
721 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
722 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

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

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

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

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

738 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
739 condition report incorporated in this Offer per line 121, or (2) no later than 10 days after acceptance, Seller delivers notice
740 to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 746-748 apply.

741 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
742 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
743 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
744 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
745 Offer and proceed under lines 710-717.

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

749 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
750 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRS
751 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
752 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
753 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
754 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

755 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**
756 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
757 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
758 FIRPTA.

759 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
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780 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
781 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
782 783-798.

783 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
784 line 785 or 786.

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

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

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

788 Seller: (_____) _____ Buyer: (_____) _____

789 (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
790 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
791 line 794 or 795.

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

794 Address for Seller: _____

795 Address for Buyer: _____

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

797 Email Address for Seller: _____

798 Email Address for Buyer: _____

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

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

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

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

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

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

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

815 Buyer Entity Name (if any): _____

816 (x) _____

817 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

818 (x) _____

819 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

820 Buyer Entity Name (if any): _____

821 (x) _____

822 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

823 (x) _____

824 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

825 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
826 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**

827 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
828 **COPY OF THIS OFFER.**

829 Seller Entity Name (if any): _____

830 (x) _____
831 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

832 (x) _____
833 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

834 Seller Entity Name (if any): _____

835 (x) _____
836 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

837 (x) _____
838 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

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

841 This Offer is rejected _____ This Offer is countered [See attached counter] _____
842 Seller Initials▲ Date▲ Seller Initials▲ Date▲

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