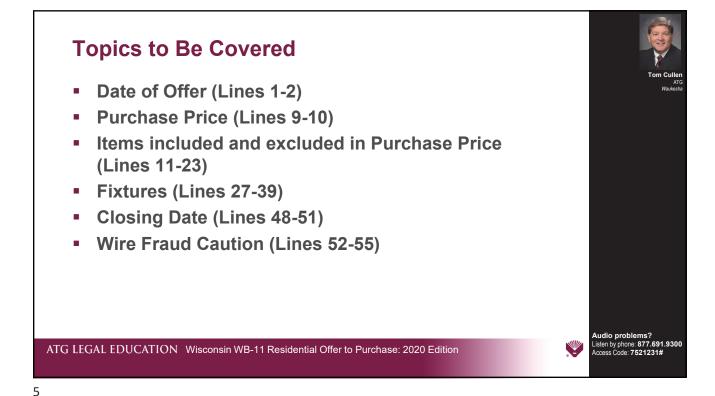


# The 2020 Version

4

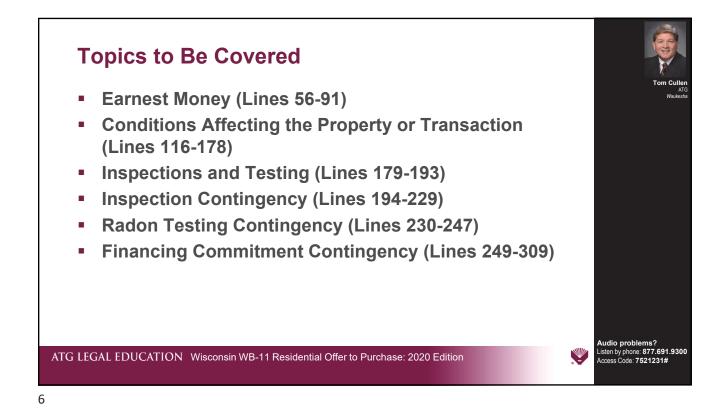
- The new WB-11 is not drastically different than the previous version (2011), although the formatting and order of provisions has been changed in an attempt to make the document more user friendly, intuitive, and understandable.
- Offer provides lists of things to do, adds default deadline time provisions, and creates opt-in check boxes for contingencies.
- The 2020 version is 10 pages long, an increase of one page from the 2011 version.

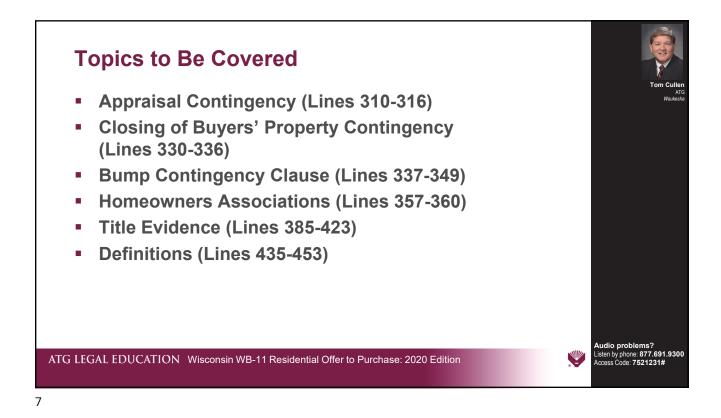
ATG LEGAL EDUCATION Wisconsin WB-11 Residential Offer to Purchase: 2020 Edition

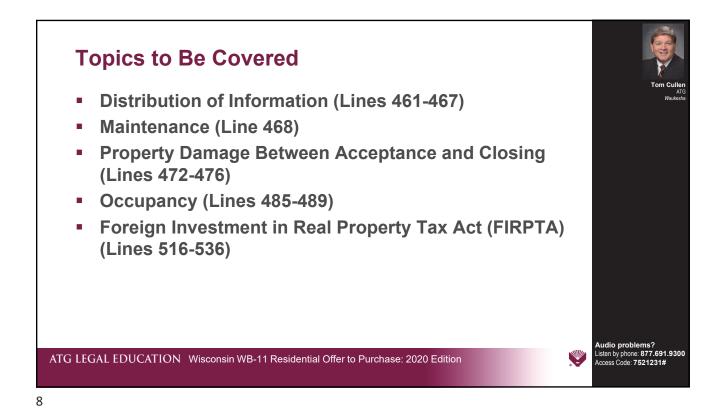


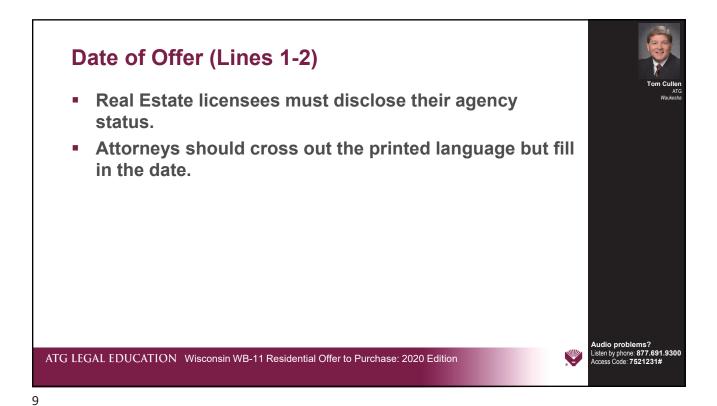
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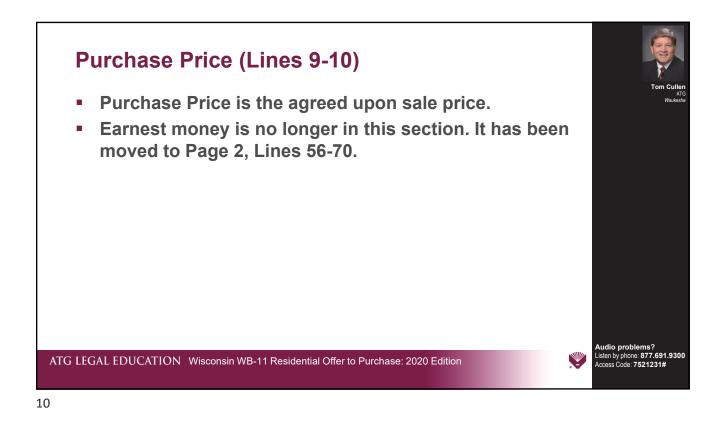
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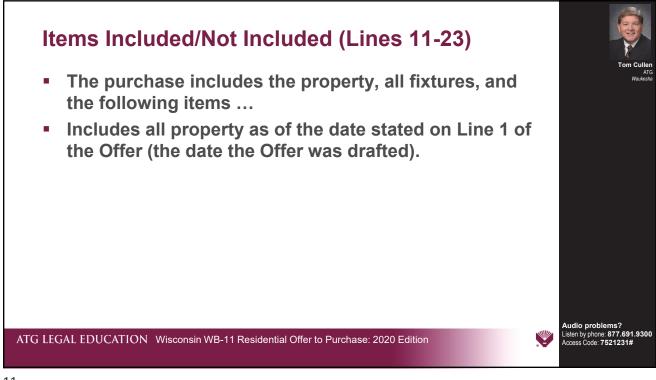


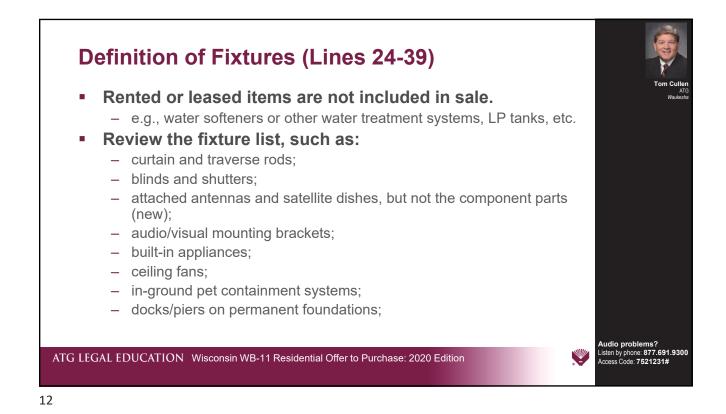


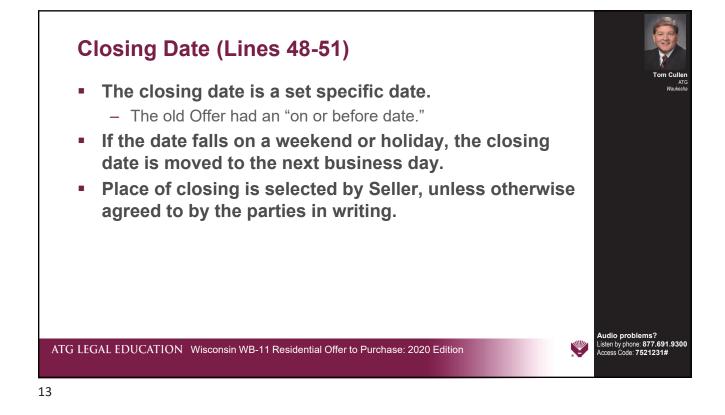


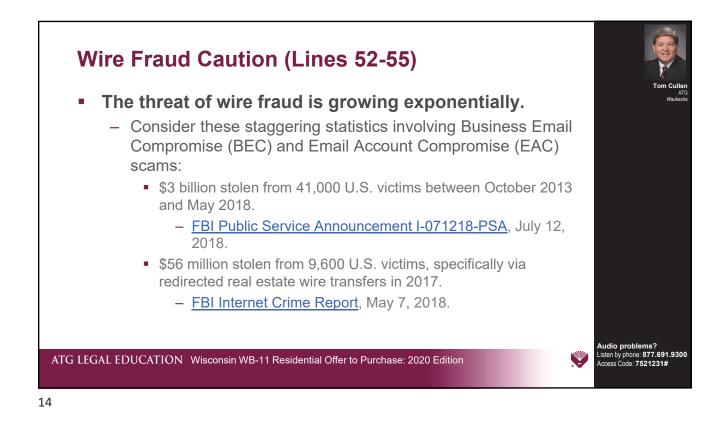




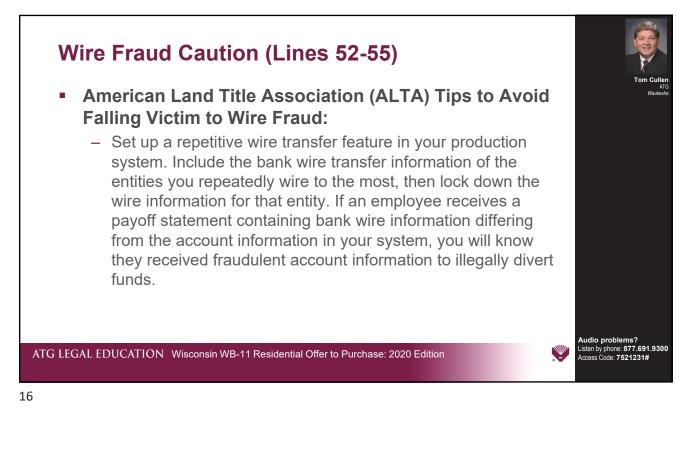


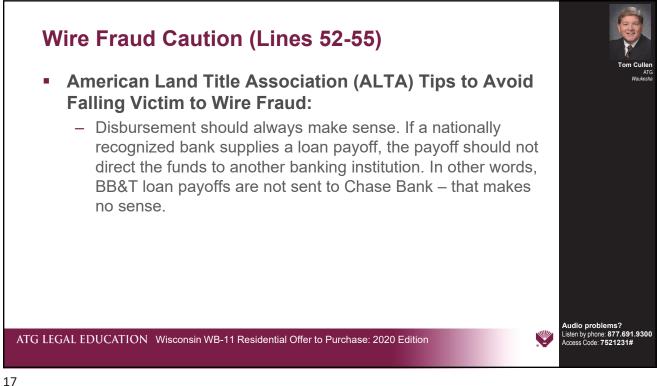




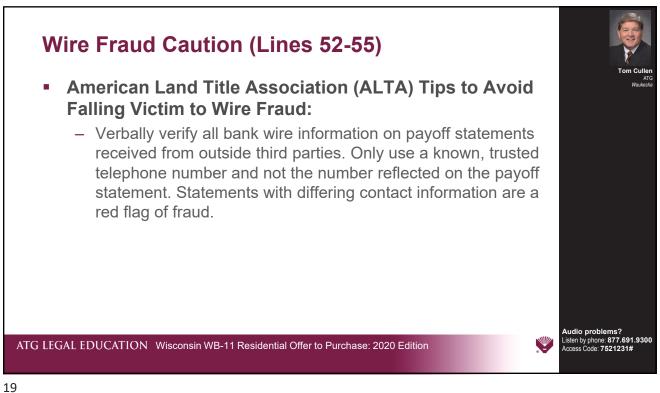




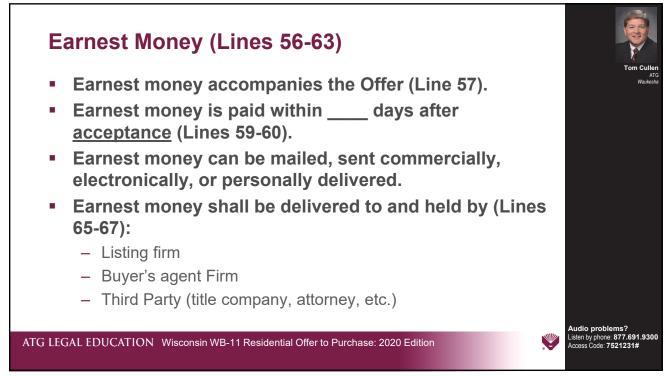


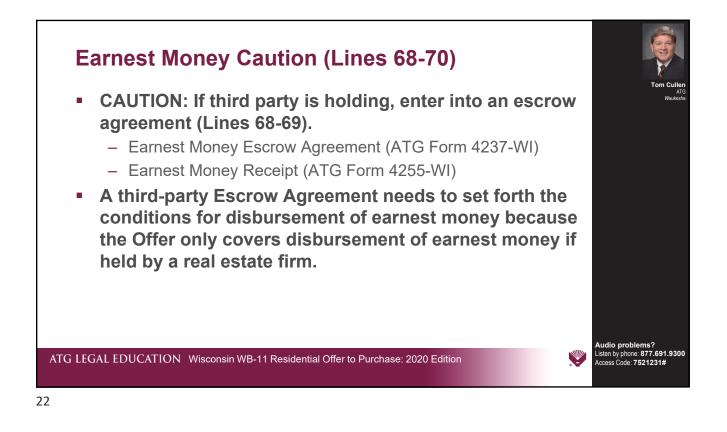


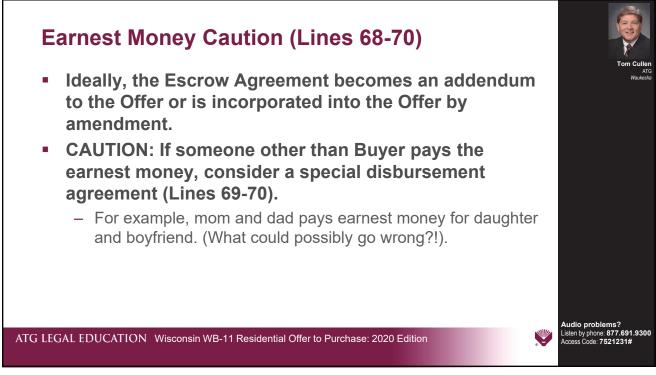


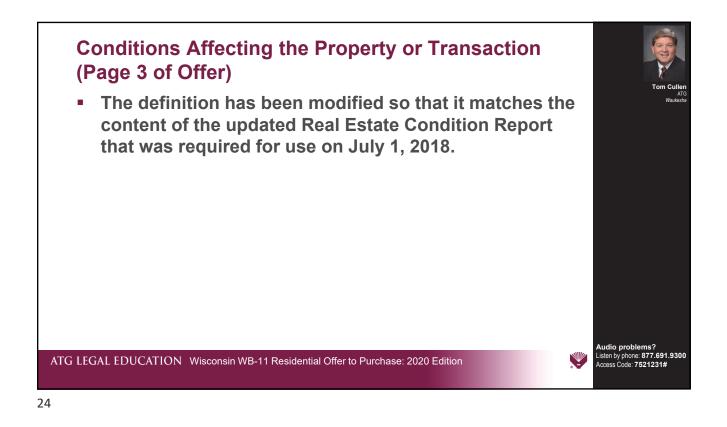


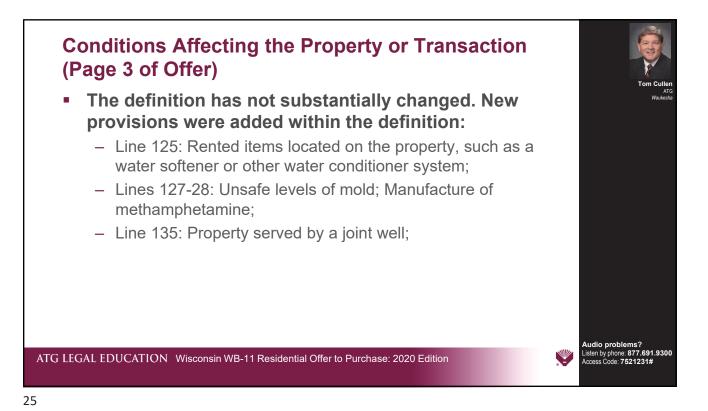


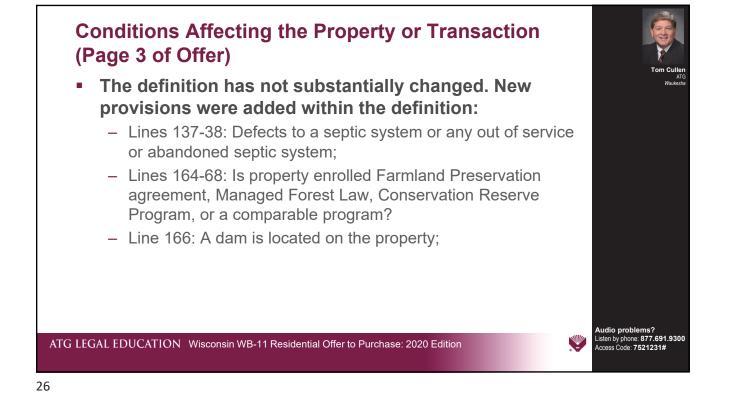


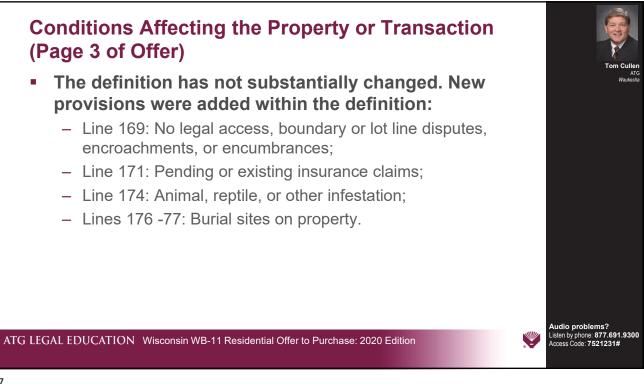


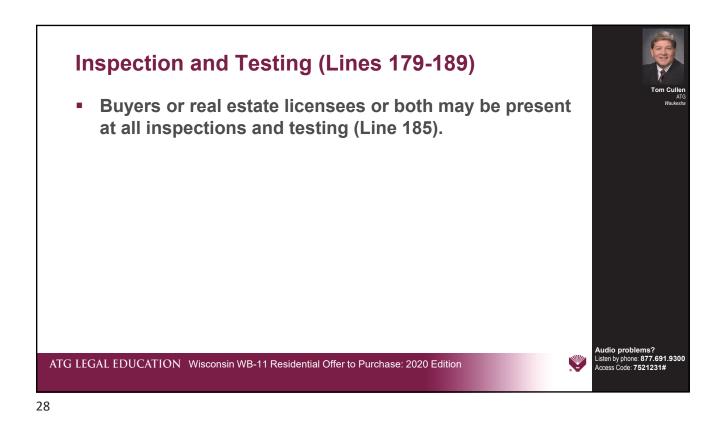


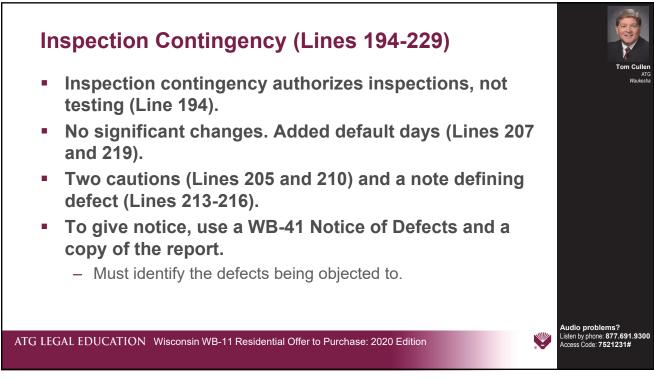


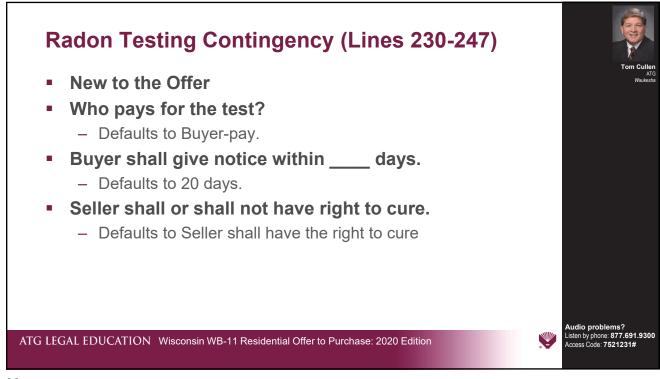




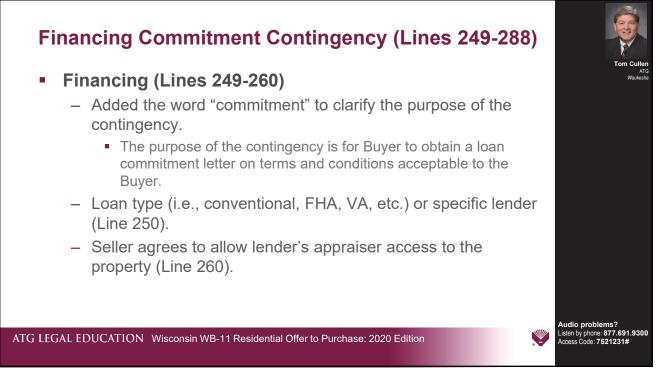


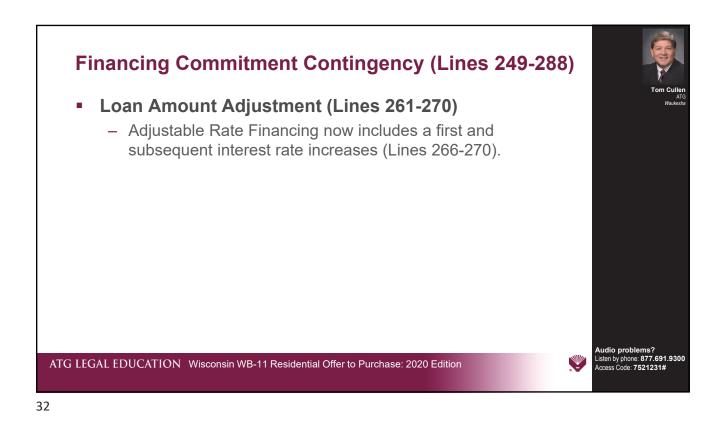




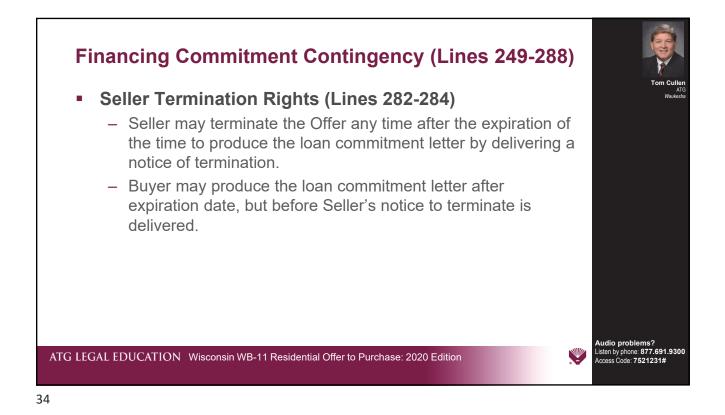


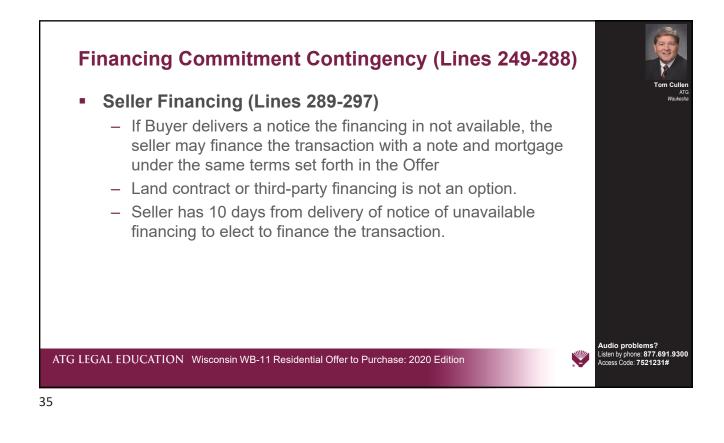


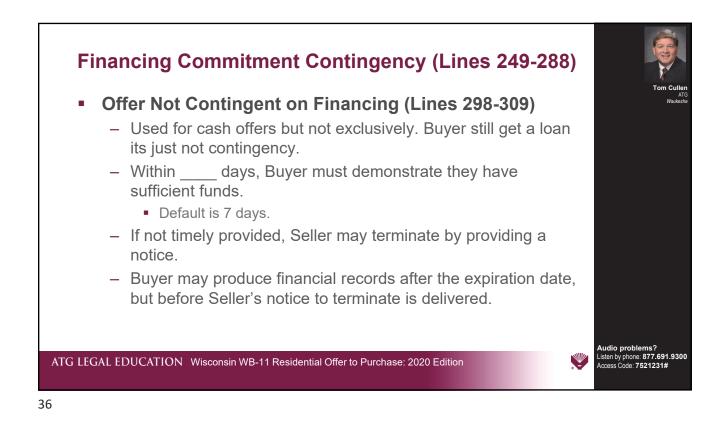


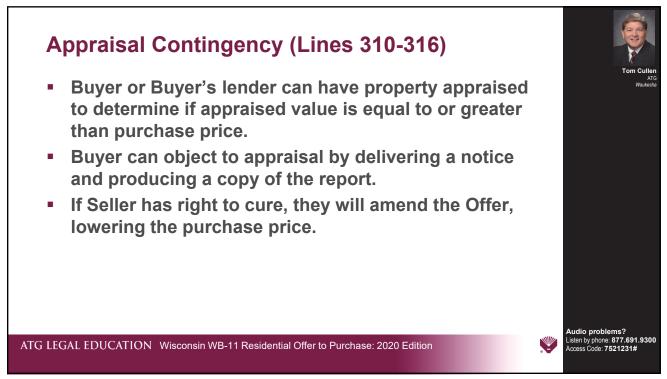


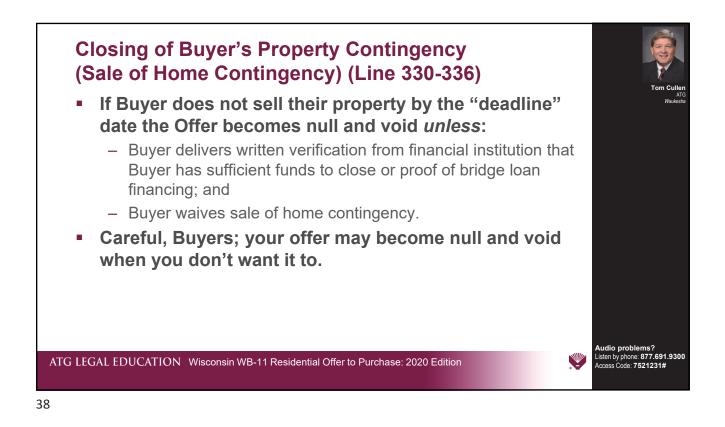


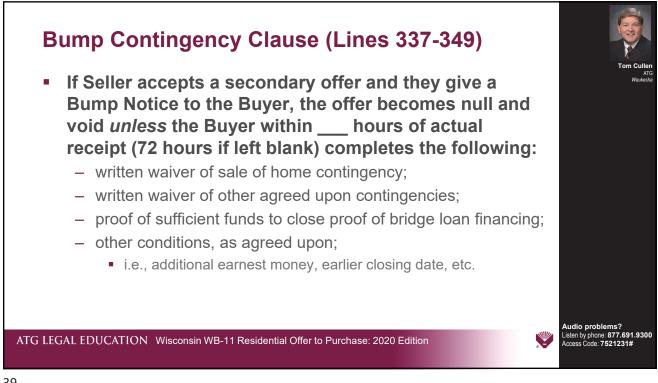


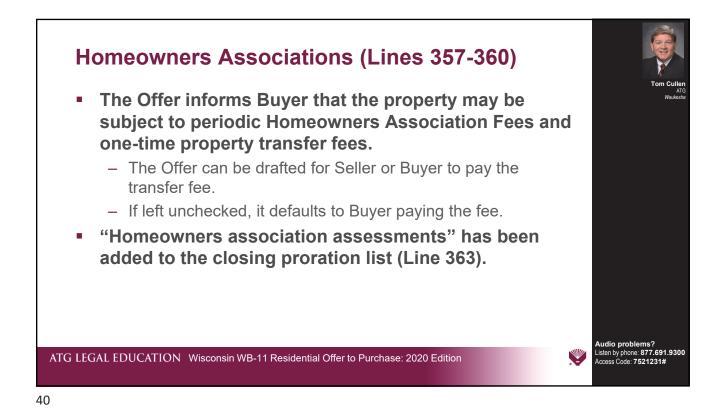


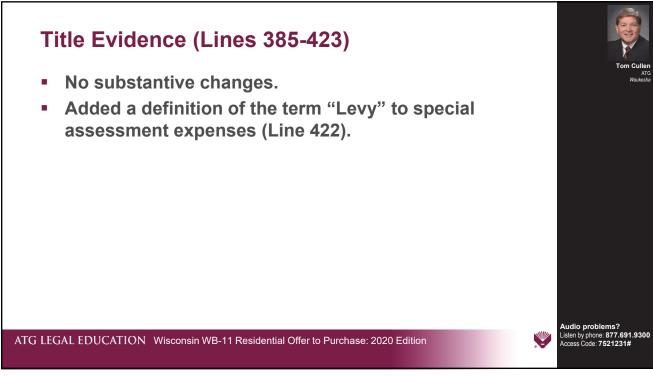


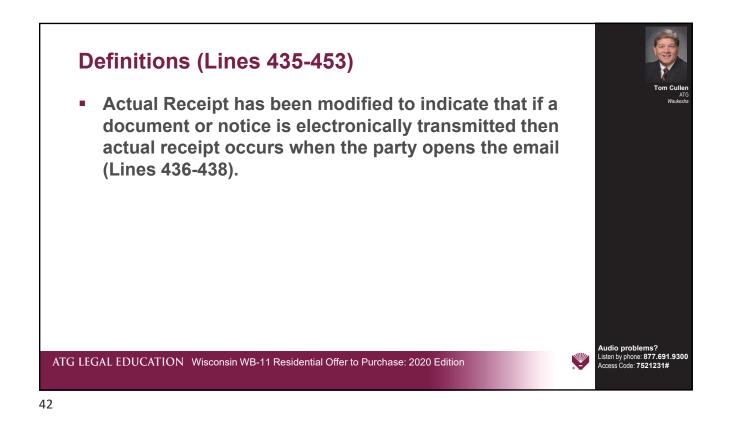


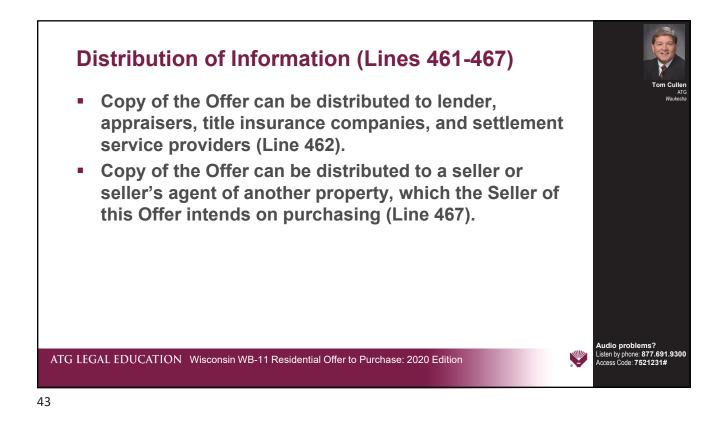


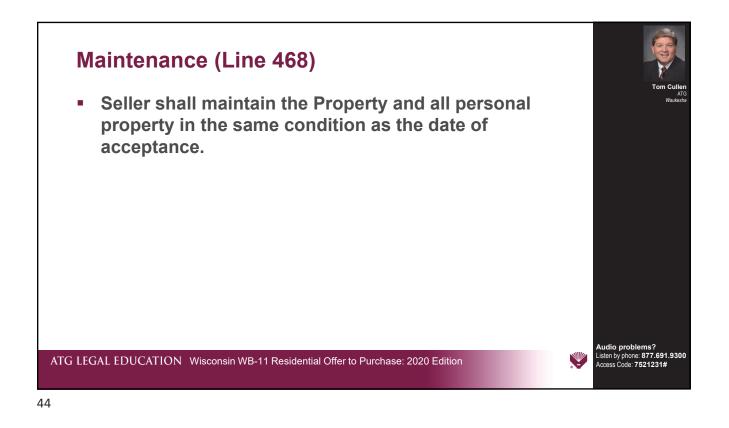


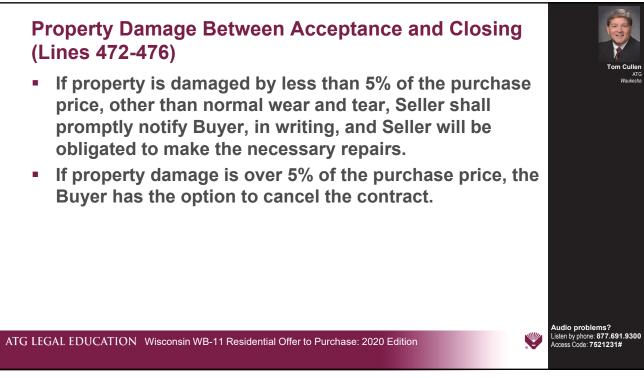


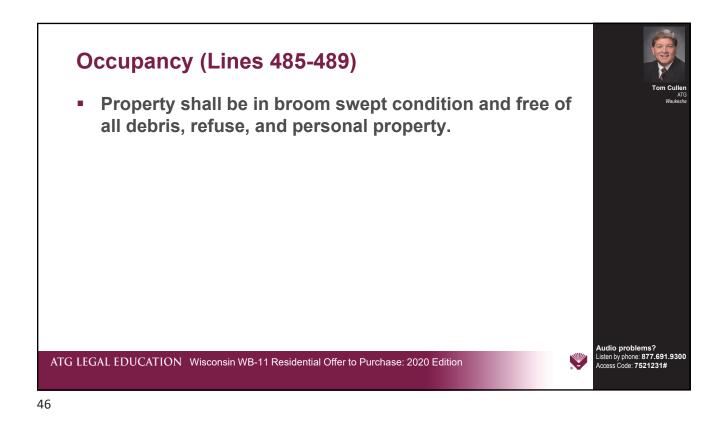


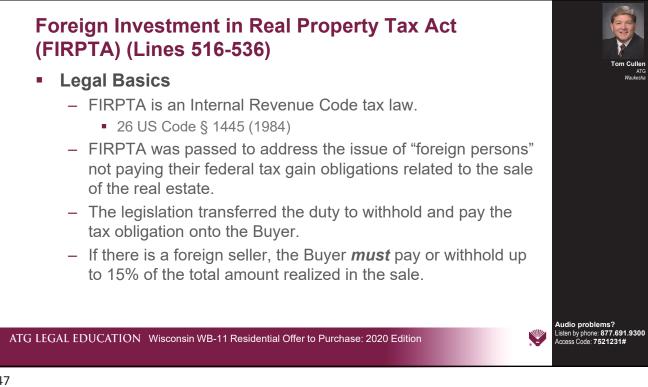












# Foreign Investment in Real Property Tax Act (FIRPTA) (Lines 516-536)

- Legal Basics
  - If the Buyer does not pay or withhold the tax amount, the Buyer may be held directly liable by the IRS for the unpaid tax and a tax lien may be placed upon the property. Buyer would also be liable for any interest that may accrue from the date the tax was due until payment was made.
  - It is critical that attorneys and real estate licensees inform their clients of potential tax obligations when dealing with foreign persons who are selling real estate.

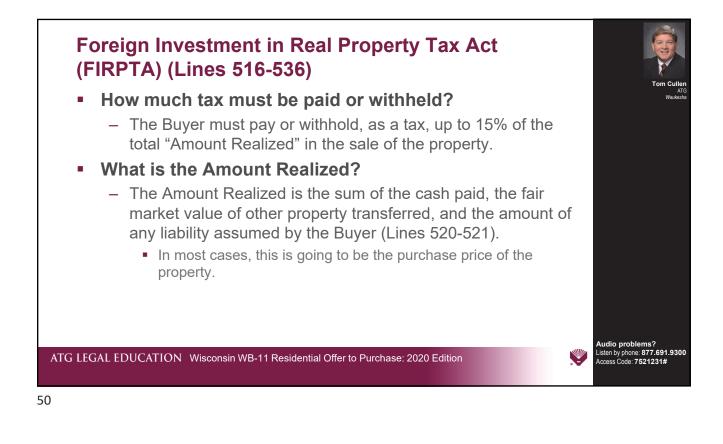
ATG LEGAL EDUCATION Wisconsin WB-11 Residential Offer to Purchase: 2020 Edition



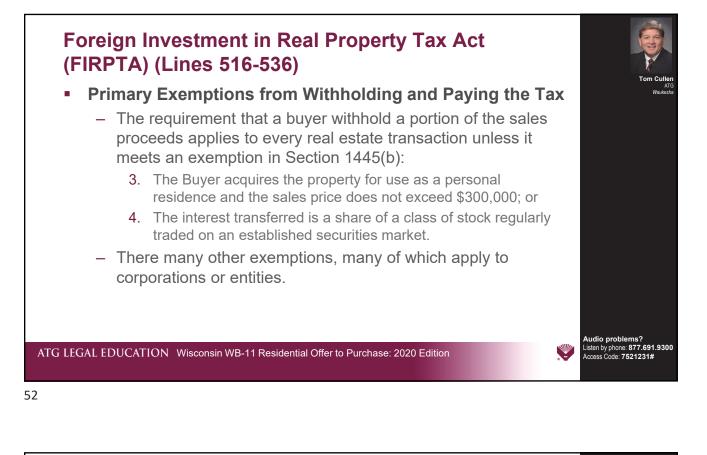


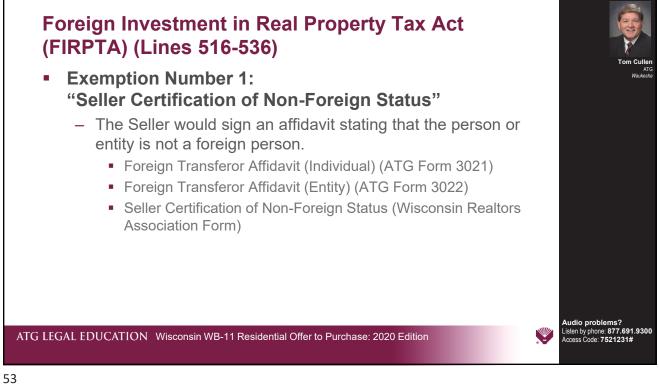
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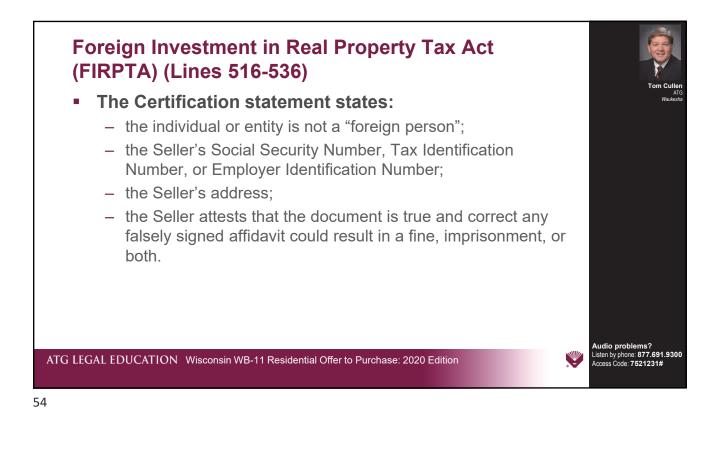
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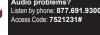






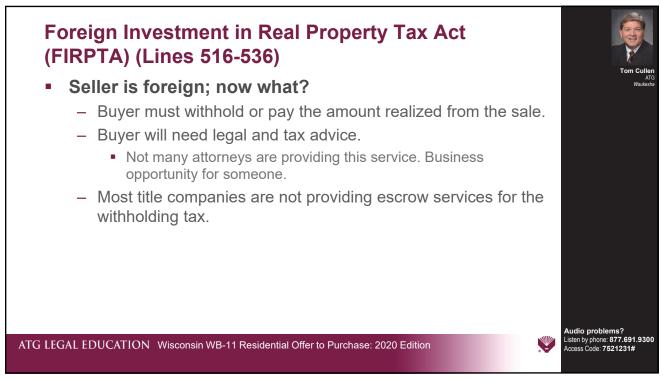
- A Qualified Substitute includes an attorney or title company responsible for closing a transaction.
- Once the Qualified Substitute receives the Certification (and they agree to act as a Qualified Substitute), they must furnish the Buyer with a statement that Seller is not a Foreign Person and tax withholding is not required.

ATG LEGAL EDUCATION Wisconsin WB-11 Residential Offer to Purchase: 2020 Edition



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#### EARNEST MONEY ESCROW AGREEMENT

ATG File No.:

at:

The undersigned Seller(s) and Buyer(s) agree to irrevocably authorize Attorneys' Title Guaranty Fund, Inc., (ATG<sup>®</sup>) or a duly appointed ATG title agent (Escrow Agent) to hold Earnest Money in the amount of \$\_\_\_\_\_\_ for the sale of the property located

Property Address

The Earnest Money be held in a non-interest-bearing account and shall be released at the first of the following to occur:

- 1. the closing of the sale of the property, as described in the Offer to Purchase;
- 2. joint written instructions from seller(s) and buyer(s) to disburse the Earnest Money;
- 3. if there is a dispute between Seller(s) and Buyer(s) regarding the disbursement of the Earnest Money, then at the Escrow Agent's sole discretion deliver the Earnest Money to a court of competent jurisdiction; or
- 4. Escrow Agent receives a signed court order from a court of competent jurisdiction ordering the Escrow Agent to deliver the Earnest Money to an individual, entity, or to the court.

Escrow Agent shall not be liable for:

- 1. any act or omission done in good faith under this agreement;
- 2. any loss arising or impairment of Earnest Money that is on deposit with a financial institution due to the failure, insolvency, or suspension of activities of the financial institution.

Escrow Agent may receive ancillary benefits from the use of the Earnest Money while held in escrow. Seller(s) and Buyer(s) agree to jointly and severally hold the Escrow Agent harmless for all reasonable actions taken by the Escrow Agent in accordance with this Agreement. Seller(s) and Buyer(s) further agree that any action in relation to an alleged breach of this Agreement shall be commenced within two (2) years from the date of the breach, without regard to the date the breach was discovered. Any action not brought within the two (2) year time period shall be barred without recourse.

This Agreement may be executed in counterparts and when each party has executed a copy of this Agreement, the executed copies taken together shall have the same force and effect as if executed in one document. Electronic signatures on this Agreement shall be deemed original signatures.

Dated this day of	,		
Day	Month	Year	
SELLE	R		BUYER
Signatur	e		Signature
Name (Pr	int)		Name (Print)
Signatur	е		Signature
Name (Pr	int)		Name (Print)
Addres	3		Address
City, State,	Zip		City, State, Zip
Phone			Phone

## EARNEST MONEY RECEIPT

Pursuant to that certain Earnest Money Escrow Agreement dated				
acknowledges receipt of \$				
Dated thisday of,,				
ESCROW AGENT				
By:				
Signature				
Name (Print)				
Title				

#### FOREIGN TRANSFEROR AFFIDAVIT

#### Individual

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform the transferee that withholding of tax is not required upon my (our) disposition of a U.S. real property interest, I (we) hereby certify the following:

- 1. I am (We are) not a nonresident alien(s) for purposes of U.S. income taxation.
- 2. My (Our) U.S. Taxpayer Identification Number(s) (Social Security Number(s)) is (are):

3. My (Our) home address is:

I (We) understand that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement I (we) have made here could be punished by fine, imprisonment, or both.

Under penalties of perjury, I (we) declare that I (we) have examined this certification and to the best of my (our) knowledge and belief it is true, correct, and complete.

(Transferor)

(Date)

(Transferor)

(Date)

## FOREIGN TRANSFEROR AFFIDAVIT

## Entity

	nsferee (buyer) of a U.S. real property interest must withhold tax if the that withholding of tax is not required upon the disposition of a U.S.
real property interest by(Transferor)	, the undersigned hereby certifies the following on
(Transferor)	
behalf of(Transferor)	<u>:</u>
(Transferor)	
1(Transferor)	is not a foreign corporation, foreign partnership, foreign trust, or
<sup>(Transferor)</sup> foreign estate (as those terms are defined in the Internal Reve	enue Code and Income Tax Regulations).
2. Transferor's U.S. Employer Identification Number:	
3. Transferor's office address:	
(Transferor)	understands that this certification may be disclosed to the Internal
Revenue Service by transferee and that any false statement con	tained herein could be punished by fine, imprisonment, or both.
Under penalties of perjury I declare that I have examined this ce	ertification and to the best of my knowledge and belief it is true, correct,
and complete, and I further declare that I have authority to sign t	his document on behalf of:
	. (Transferor)
(Signature of Officer)	
(Title)	_
(Date)	_

#### FIRPTA STATEMENT BY QUALIFIED SUBSTITUTE

FIRPTA Withholding is NOT Required Internal Revenue Code Section 1445(b) (g)

To:	Buyer(s):
	Seller(s):
Re: Property	y Address:

File No.:

The undersigned, acting in the capacity of a Qualified Substitute, confirms receipt of a Certification of Non-Foreign Status (Certification) signed by an individual who purports to be the seller or an authorized person signing on behalf of the seller. The Certification contained the following information:

- 1. The Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate.
- 2. The Seller's name and address.
- 3. The Seller's Social Security Number (SSN), Taxpayer Identification number (TIN), or Federal Employer Identification Number (FEIN).
- 4. Seller(s) signed the Certification under penalties of perjury.

The original Certification, from the Seller, will be maintained in the above-referenced escrow file for the time period required by law.

The undersigned is NOT making any representations or assurances regarding the accuracy or correctness of the information supplied by the Seller that is contained in the Certification. This Statement is for the sole purpose to inform the Buyer, under the penalty of perjury, that the Certification was delivered to the Qualified Substitute.

Name of Qualified Substitute (Print)

Signing on Behalf of Qualified Substitute (Print)

Signature

Date

#### FOR INFORMATIONAL PURPOSES ONLY:

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 a transferee.

Under IRC 1445(b)(2) a transaction is exempt from the withholding if the transferor furnishes to the transferee an affidavit by the transferor stating, under penalty of perjury, the transferor's United States taxpayer identification number and that the transferor is not a foreign person.

As an alternative, the exemption under IRC 1445(b)(2) shall be treated as applying to a transaction if, in connection with a disposition of a United States real property interest: (i) the affidavit specified in IRC 1445(b)(2) is furnished to a qualified substitute, and (ii) the qualified substitute furnishes a statement to the transferee stating, under penalty of perjury, that the qualified substitute has such affidavit in its possession.

55 money transfer instructions.

#### WB-11 RESIDENTIAL OFFER TO PURCHASE

	LICENSEE DRAFTING THIS OFFER ON [DATE] IS (AGENT OF BUYER)
	(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE
3	The Buyer,,
4	offers to purchase the Property known as [Street Address]
5	
6	in the of, County of, County of, Wisconsin (insert additional description, if any, at lines 537-542 or
7	of Wisconsin (insert additional description, if any, at lines 537-542 or
	in an addendum per line 563), on the following terms:
9	PURCHASE PRICE The purchase price is
10	Dollars (\$). INCLUDED IN PURCHASE PRICE Included in purchase price is the Property, all Fixtures on the Property as of the date
11	<b>INCLUDED IN PURCHASE PRICE</b> 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 20-23), and the following additional items:
13	
14	
15	
16	NOTE. The terms of this Offen wet the listing contract or mentating metanicle determine what items are included.
	NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included
	or not included.
	NOT INCLUDED IN PURCHASE PRICE Not included in purchase price is Seller's personal property (unless included at
	lines 12-16) and the following:
	CAUTION: Identify Fixtures that are on the Property (see lines 27-37) to be excluded by Seller or which are rented
	(e.g., water softeners or other water treatment systems, LP tanks, etc.) and will continue to be owned by the
	lessor.
	"Fixture" is defined as an item of property which is physically attached to or so closely associated with land, buildings or
	improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not
	easily removable without damage to the premises, items specifically adapted to the premises and items customarily
	treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and
	windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and
	cooling units and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or
33	fitted floor coverings; awnings; attached antennas and satellite dishes (but not the component parts); audio/visual wall
	mounting brackets (but not the audio/visual equipment); garage door openers and remote controls; installed security
	systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances;
	ceiling fans; fences; in-ground pet containment systems (but not the collars); storage buildings on permanent foundations
	and docks/piers on permanent foundations.
38	CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softeners or other water
	treatment systems, LP tanks, etc.) on lines 20-23 or at lines 537-542 or in an addendum per line 563).
40	<b>BINDING ACCEPTANCE</b> This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to
	Buyer on or before Seller may keep
	the Property on the market and accept secondary offers after binding acceptance of this Offer.
43	CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.
44	ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but
	identical copies of the Offer.
	CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term
	Deadlines running from acceptance provide adequate time for both binding acceptance and performance.
	CLOSING This transaction is to be closed on
	at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a weekend, or a federal or a state holiday,
	the closing date shall be the next Business Day. CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently
	verified by phone or in person with the title company, financial institution, or entity directing the transfer. The
	real estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or
04	

114 \_\_\_\_\_

115 \_\_\_\_\_

	EARNEST MONET
	EARNEST MONEY of \$ accompanies this Offer.
58	If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
59	EARNEST MONEY of \$ will be mailed, or commercially, electronically
60	EARNEST MONEY of \$ will be mailed, or commercially, electronically or personally delivered within days ("5" if left blank) after acceptance.
61	All earnest money shall be delivered to and held by (listing Firm) (Buyer's agent's Firm) (third party identified as
62	) STRIKE THOSE NOT APPLICABLE (listing Firm if none
63	chosen; if no listing Firm, then Buyer's agent's Firm; if no Firm then Seller).
	THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.
	HELD BY: Earnest money shall be delivered in accordance with lines 59-60 and held in the account of the party
	identified on lines 61-63. If earnest money is held by a Firm, the Firm will hold the earnest money until applied to the
	purchase price or disbursed as provided at lines 71-91.
	CAUTION: Should persons other than a Firm hold earnest money, an escrow agreement should be drafted by the
	Parties or an attorney as lines 71-91 do not apply. If someone other than Buyer pays earnest money, consider a
	special disbursement agreement.
	<ul> <li><u>DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM</u>: If negotiations do not result in an accepted offer and the</li> </ul>
	earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
	institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money
	shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed
	according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not
	been delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse
	the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or
	Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court
	order; (4) upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm
	may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct
	from the earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.
	<ul> <li><u>LEGAL RIGHTS/ACTION</u>: The Firm's disbursement of earnest money does not determine the legal rights of the Parties</li> </ul>
	in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the
	earnest money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either
	Party disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by
	certified mail. If Buyer or Seller disagree with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court
	order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale
	of residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding
	their legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for
	good faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and
	Professional Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.
	<b>TIME IS OF THE ESSENCE</b> "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
	occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in
	this Offer except:
95	
	failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a
	date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.
	<b>REAL ESTATE CONDITION REPORT</b> Wisconsin law requires owners of property which includes one-to-four dwelling
	units to provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has
	never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for
	example, personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. §
	709.03. The law provides: "§ 709.02 Disclosure the owner of the property shall furnish, not later than 10 days after
	acceptance of the contract of sale, to the prospective Buyer of the property a completed copy of the report A
	prospective Buyer who does not receive a report within the 10 days may, within two business days after the end of that
	10-day period, rescind the contract of sale by delivering a written notice of rescission to the owner or the owner's
	agent." Buyer may also have certain rescission rights if a Real Estate Condition Report disclosing defects is furnished
	before expiration of the 10 days, but after the Offer is submitted to Seller. Buyer should review the report form or consult
	with an attorney for additional information regarding rescission rights.
	<b>PROPERTY CONDITION REPRESENTATIONS</b> Seller represents to Buyer that as of the date of acceptance Seller has
	no notice or knowledge of Conditions Affecting the Property or Transaction (lines 116-178) other than those identified in
	Seller's Real Estate Condition Report dated, which was received by Buyer prior to Buyer
112	signing this Offer and which is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE
113	and

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

117 a. Defects in the roof, basement or foundation (including cracks, seepage and bulges), electrical system, or part of the 118 plumbing system (including the water heater, water softener and swimming pool); or basement, window, or plumbing 119 leaks; overflow from sinks, bathtubs, or sewers; or other water or moisture intrusions or conditions.

120 b. Defects in heating and air conditioning system (including the air filters and humidifiers); in a wood burning stove or 121 fireplace; or caused by a fire in a stove or fireplace or elsewhere on the Property.

122 c. Defects related to smoke detectors or carbon monoxide detectors, or a violation of applicable state or local smoke 123 detector or carbon monoxide detector laws.

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

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

126 f. Defects caused by unsafe concentrations of, or unsafe conditions on the Property relating to radon, radium in water 127 supplies, lead in paint, soil or water supplies, unsafe levels of mold, asbestos or asbestos-containing materials or other 128 potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or toxic 129 substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on 130 but not directly serving the Property.

#### 131 NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential 132 properties built before 1978.

<sup>133</sup> g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic <sup>134</sup> substances on neighboring properties.

<sup>135</sup> h. Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the <sup>136</sup> Property or in a well that serves the Property, including unsafe well water.

<sup>137</sup> i. A septic system or other private sanitary disposal system serves the Property; Defects in the septic system or other <sup>138</sup> sanitary disposal system on the Property; or any out–of–service septic system serving the Property not closed or <sup>139</sup> abandoned according to applicable regulations.

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

<sup>145</sup> k. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased); or Defects in an <sup>146</sup> "LP" tank on the Property.

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

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

153 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit 154 and there are common areas associated with the Property that are co-owned with others.

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

<sup>159</sup> p. Nonconforming uses of the Property; conservation easements, restrictive covenants or deed restrictions on the <sup>160</sup> Property; or nonowners having rights to use part of the Property, including, but not limited to, rights-of-way and <sup>161</sup> easements other than recorded utility easements.

<sup>162</sup> q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment <sup>163</sup> conversion charge; or payment of a use-value assessment conversion charge has been deferred.

<sup>164</sup> r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop <sup>165</sup> Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

166 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will 167 be transferred with the Property because the dam is owned by a homeowners' association, lake district, or similar group of 168 which the Property owner is a member.

169 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint 170 driveway) affecting the Property.

171 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition; or any 172 insurance claims relating to damage to the Property within the last five years.

173 v. A pier attached to the Property not in compliance with state or local pier regulations.

<sup>174</sup> w. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal, reptile, or <sup>175</sup> other insect infestations.

176 x. Structure on the Property designated as an historic building; all or any part of the Property in an historic district; or one 177 or more burial sites on the Property.

178 y. Other Defects affecting the Property.

179	<b>INSPECTIONS AND TESTING</b> Buyer may only conduct inspections or tests if specific contingencies are included as a
180	part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or
	testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used
	as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils,
	water, air or building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow
	Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy
	the contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as
	otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.
	NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of
	the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any
	other material terms of the contingency.
	Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
	unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
	Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to
193	be reported to the Wisconsin Department of Natural Resources.
194	
195	(1) This Offer is contingent upon a Wisconsin registered or Wisconsin licensed home inspector performing a home
196	inspection of the Property after the date on line 1 of this Offer which discloses no Defects.
197	(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
198	an inspection of
199	(list any Property component(s)
200	to be separately inspected, e.g., swimming pool, roof, foundation, chimney, etc.) which discloses no Defects.
	(3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection,
202	provided they occur prior to the Deadline specified at line 207. Inspection(s) shall be performed by a qualified independent independent independent sublified third parts.
203	independent inspector or independent qualified third party.
	Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). CAUTION: Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as
206	well as any follow-up inspection(s).
206 207	well as any follow-up inspection(s). This contingency shall be deemed satisfied unless Buyer, within days ("15" if left blank) after acceptance,
206 207 208	well as any follow-up inspection(s). This contingency shall be deemed satisfied unless Buyer, within days ("15" if left blank) after acceptance, delivers to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice
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206 207 208 209 210 211 212 213 214 214 215 216 217 218 219 220 221 222 223 224	<ul> <li>well as any follow-up inspection(s).</li> <li>This contingency shall be deemed satisfied unless Buyer, within days ("15" if left blank) after acceptance, delivers to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).</li> <li>CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.</li> <li>For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.</li> <li>NOTE: "Defect" as defined on lines 449-451 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.</li> <li>RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure the Defects.</li> <li>If Seller has the right to cure, Seller may satisfy this contingency by: <ul> <li>(1) delivering written notice to Buyer within ("10" if left blank) days after Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;</li> <li>(2) curing the Defects in a good and workmanlike manner including obtaining applicable permits where required; and</li> <li>(3) delivering to Buyer a written report detailing the work done and documenting compliance with permit requirements no later than three days prior to closing.</li> </ul> </li> <li>This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and; <ul> <li>(1) Seller does not have the right to cure; or</li> </ul> </li> </ul>
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206 207 208 209 210 211 212 213 214 215 216 217 218 220 221 222 223 224 225 226	<ul> <li>well as any follow-up inspection(s).</li> <li>This contingency shall be deemed satisfied unless Buyer, within days ("15" if left blank) after acceptance, delivers to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).</li> <li>CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.</li> <li>For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.</li> <li>NOTE: "Defect" as defined on lines 449-451 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.</li> <li>RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure the Defects.</li> <li>If Seller has the right to cure, Seller may satisfy this contingency by: <ul> <li>(1) delivering written notice to Buyer within ("10" if left blank) days after Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;</li> <li>(2) curing the Defects in a good and workmanlike manner including obtaining applicable permits where required; and</li> <li>(3) delivering to Buyer a written report detailing the work done and documenting compliance with permit requirements no later than three days prior to closing.</li> </ul> </li> <li>This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and; <ul> <li>(1) Seller does not have the right to cure; or</li> </ul> </li> </ul>

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Property Address:

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231 232 233 234 235 236 237 238 239 240 241 242	<ul> <li>RADON TESTING CONTINGENCY: This Offer is contingent upon Buyer obtaining a current written report of the results of a radon test at the Property performed by a qualified third party in a manner consistent with applicable EPA and Wisconsin Department of Health Services (DHS) protocols and standards indicating the radon level is less than 4.0 picoCuries per liter (pCi/L), at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense. This contingency shall be deemed satisfied unless Buyer, within days ("20" if left blank) after acceptance delivers to Seller a written copy of the radon test results report indicating a radon level of 4.0 pCi/L or higher and written notice objecting to the radon level in the report.</li> <li>RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure. If Seller has the right to cure, Seller may satisfy this contingency by:         <ul> <li>(1) delivering a written notice of Seller's election to cure within 10 days after delivery of Buyer's notice; and,</li> <li>(2) installing a radon mitigation system in conformance with EPA standards in a good and workmanlike manner and by giving Buyer a report of the work done and a post remediation test report indicating a radon level of less than 4.0 pCi/L no later than three days prior to closing.</li> </ul> </li> <li>This Offer shall be null and void if Buyer timely delivers the above written notice and report to Seller and:             <ul> <li>(1) Seller does not have the right to cure; or</li> <li>(2) Seller has the right to cure but:                 <ul> <li>(a) Seller delivers written notice that Seller will not cure; or</li> <li>(b) Seller does not timely deliver the notice of election to cure.</li> </ul></li></ul></li></ul>
252 253 254 255 256 257 258 269 260 261 263 264 265 266 267 268 269 270 271 272	IF LINE 249 IS NOT MARKED OR IS MARKED N/A LINES 298-309 APPLY.  FINANCING COMMITMENT CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written [loan type or specific lender, if any] first mortgage loan commitment as described below, within days after acceptance of this Offer. The financing selected shall be in an amount of not less than
	(2) accompanied by Buyer's written direction for delivery. Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
	this contingency. CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender
280	to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment
282 283	<ul> <li>Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.</li> <li><u>SELLER TERMINATION RIGHTS</u>: If Buyer does not deliver a loan commitment on or before the Deadline on line 251.</li> <li>Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.</li> </ul>
285 286 287	<ul> <li>FINANCING COMMITMENT UNAVAILABILITY: If a financing commitment is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability.</li> </ul>

Property Address: \_\_\_\_

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	Property Address: Page 6 of 10, WB-11
289	SELLER FINANCING: Seller shall have 10 days after the earlier of:
290	(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 285-288; or
291	(2) the Deadline for delivery of the loan commitment set on line 251
292	to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same
293	terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended
294	accordingly.
	If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
	cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
	worthiness for Seller financing.
	IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT Within days ("7" if left blank) after
	acceptance, Buyer shall deliver to Seller either:
	(1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
300	
301	the time of verification, sufficient funds to close; or
302	(2)[Specify decumentation Puwer agrees to deliver to Seller]
303	[Specify documentation Buyer agrees to deliver to Seller].
	If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering
	written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not
	obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's
	appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
	to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
	access for an appraisal constitute a financing commitment contingency.
310	
	appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report
	dated subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or
	greater than the agreed upon purchase price.
	This contingency shall be deemed satisfied unless Buyer, within days after acceptance, delivers to Seller a
	copy of the appraisal report indicating an appraised value not equal to or greater than the agreed upon purchase price,
	and a written notice objecting to the appraised value.
	RIGHT TO CURE: Seller (shall) (shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure.
	If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the
	purchase price to the value shown on the appraisal report within days ("5" if left blank) after Buyer's delivery of
	the appraisal report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an
	amendment initiated by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.
322	This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
323	appraisal report and:
324	(1) Seller does not have the right to cure; or
325	(2) Seller has the right to cure but:
326	
327	(b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
328	report.
329	NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.
330	
331	Buyer's property located at
332	Buyer's property located at
333	Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification
334	from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient
	funds to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification
	or proof of bridge loan shall not extend the closing date for this Offer.
	<b>BUMP CLAUSE:</b> If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
	offer has been accepted. If Buyer does not deliver to Seller the documentation listed below withinhours ("72" if
	left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:
340	(1) Written waiver of the Closing of Buyer's Property Contingency if line 330 is marked;
341	(2) Written waiver of
342	(name other contingencies, if any); and
343	(3) Any of the following checked below:
344	Proof of bridge loan financing.
345	Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.
346	
347	Other:
348	[insort other requirements if any (e.g., payment of additional correct menoy, etc.)]
349	[insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

	Property Address: Page 7 of 10, WB-11
350	
	delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give
	Buyer notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of
	other secondary buyers. Buyer may 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 primary. Buyer may not deliver notice of withdrawal earlier than days
	("7" if left blank) after acceptance of this Offer. All other Offer Deadlines which run from acceptance shall run from the time
	this Offer becomes primary.
	<b>HOMEOWNERS ASSOCIATION</b> If this Property is subject to a homeowners association, Buyer is aware the Property
	may be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any
	one-time fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) <b>STRIKE ONE</b> ("Buyer" if
	neither is stricken).
	<b>CLOSING PRORATIONS</b> The following items, if applicable, shall be prorated at closing, based upon date of closing
	values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or
363	homeowners association assessments, fuel and
364	
365	CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.
366	Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
367	Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA:
368	The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
369	taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS
370	CHOICE APPLIES IF NO BOX IS CHECKED)
371	Current assessment times current mill rate (current means as of the date of closing)
372	Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
373	year, or current year if known, multiplied by current mill rate (current means as of the date of closing)
374	
375	CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may
376	be substantially different than the amount used for proration especially in transactions involving new
377	construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact
	concracion, excenente renazination, reniedoning en alca mae re dececcimenti Edyer le enecatigea te contact
378	the local assessor regarding possible tax changes.
378 379	the local assessor regarding possible tax changes. Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes
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379 380	the local assessor regarding possible tax changes. Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-
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<ul> <li>379</li> <li>380</li> <li>381</li> <li>382</li> <li>383</li> <li>384</li> <li>385</li> <li>386</li> <li>387</li> <li>388</li> <li>389</li> <li>390</li> </ul>	<ul> <li>the local assessor regarding possible tax changes.</li> <li>Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.</li> <li>TITLE EVIDENCE</li> <li>CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded</li> </ul>
<ul> <li>379</li> <li>380</li> <li>381</li> <li>382</li> <li>383</li> <li>384</li> <li>385</li> <li>386</li> <li>387</li> <li>388</li> <li>389</li> <li>390</li> <li>391</li> </ul>	<ul> <li>the local assessor regarding possible tax changes.</li> <li>Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.</li> <li>TITLE EVIDENCE</li> <li>CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate Condition Report and in this Offer, general taxes levied in the year of closing and</li></ul>
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Property Address: 409 DELIVERY OF MERCHANTABLE TITLE: The required title insurance commitment shall be delivered to Buyer's 410 attorney or Buyer not less than 5 business days before closing, showing title to the Property as of a date no more than 15 411 days before delivery of such title evidence to be merchantable per lines 386-394, subject only to liens which will be paid 412 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 413 🔳 414 objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 415 days, to remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that 416 Seller is unable to remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written 417 notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the 418 objections, this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's 419 obligations to give merchantable title to Buyer.

420 SPECIAL ASSESSMENTS/OTHER EXPENSES: Special assessments, if any, levied or for work actually commenced 421 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments 422 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution 423 describing the planned improvements and the assessment of benefits.

424 CAUTION: Consider a special agreement if area assessments, property owners association assessments, special 425 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" 426 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 427 428 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). 429

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's 430 431 rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of 432 the (written) (oral) **STRIKE ONE** lease(s), if any, are

433

#### 434

Insert additional terms, if any, at lines 537-542 or attach as an addendum per line 563.

#### DEFINITIONS 435

436 ■ ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document 437 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written 438 notice is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

439 ■ BUSINESS DAY: "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under 440 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive 441 registered mail or make regular deliveries on that day.

442 DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by 443 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the 444 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner 445 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of 446 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and 447 by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a 448 specific event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Standard Time.

449 ■ DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that 450 would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or 451 replaced would significantly shorten or adversely affect the expected normal life of the premises.

452 
FIRM: "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

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

INCLUSION OF OPTIONAL PROVISIONS Terms of this Offer that are preceded by an OPEN BOX ( ) are part of 454 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. 455

PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land, building or room dimensions, or total 456 457 acreage or building square footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate 458 because of rounding, formulas used or other reasons, unless verified by survey or other means.

#### 459 CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, 460 building or room dimensions, if material.

DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of 461 462 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the 463 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession 464 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing 465 concession information and data, and related information regarding seller contributions, incentives or assistance, and third 466 party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute 467 copies of this Offer to the seller, or seller's agent, of another property which Seller intends on purchasing.

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

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING If, prior to closing, the Property is damaged in an a mount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer in writing, and will be obligated to restore the Property to materially the same condition it was in at the date on line 1 of this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later 475 than closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in 476 writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite 477 such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a 478 credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is 479 financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of 480 restoring the Property.

481 BUYER'S PRE-CLOSING WALK-THROUGH Within three days prior to closing, at a reasonable time pre-approved by 482 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no 483 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and 484 that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

**OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 537-542 or in an addendum attached per line 563, or lines 430-434 if the Property is leased. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all debris, refuse, and personal property except tess for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

<sup>490</sup> **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and <sup>491</sup> conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the <sup>492</sup> defaulting party to liability for damages or other legal remedies.

- <sup>493</sup> If <u>Buyer defaults</u>, Seller may:
- (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for
   actual damages.
- 497 If <u>Seller defaults</u>, Buyer may:
- 498 (1) sue for specific performance; or
- (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

505 NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES 506 SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL 507 EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR 508 OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT 509 CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

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

513 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons 514 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at 515 <u>http://www.doc.wi.gov</u> 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.

522 CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer 523 may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed 524 upon the Property.

525 Seller hereby represents that Seller is not a Foreign Person. Buyer and Seller agree to comply with FIRPTA requirements 526 under IRC § 1445. No later than 15 days prior to the closing, Seller shall execute and deliver to Buyer, or a qualified 527 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's Property Address: \_

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528 <b>n</b>	n-foreign status in accordance with IRC § 1445. Any representations made by Seller with respect to this issue shall
529 <b>S</b>	rvive the closing and delivery of the deed. If Seller fails to deliver certification of Seller's non-foreign status, Buyer shall
530 b	entitled to either: (1) withhold the amount required to be withheld pursuant to IRC § 1445 from amounts otherwise
531 p	yable to Seller under this Offer; or, (2) terminate this Offer by written notice to Seller prior to closing. Buyer and Seller
532 <b>S</b>	all complete, execute, and deliver, on or before closing, any other instrument, affidavit, or statement needed to comply
533 W	h FIRPTA, including withholding forms.

534 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA 535 exemption applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors 536 regarding FIRPTA. 537 ADDITIONAL PROVISIONS/CONTINGENCIES

537 ADDITION	IAL PROVISIONS/CONTINGENCIES		
538			
40			
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42			
	Y OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this	s Offer, deliver	rv of documents
-	n notices to a Party shall be effective only when accomplished by one of the au		-
45 lines 546-5			ious specifica at
	al: giving the document or written notice personally to the Party, or the Party's re	cinient for deli	very if named at
17 line 548 or	549.	•	•
	eller's recipient for delivery, if any:		
19 Name of B	uyer's recipient for delivery, if any:		
50 <u>(2) F</u>	ax: fax transmission of the document or written notice to the following number:		
51 <u>Seller</u> : (	)Buyer: ()		
52 (3) <u>C</u>	)Buyer: () commercial: depositing the document or written notice, fees prepaid or charged to	an account, w	/ith a
53 commercia	I delivery service, addressed either to the Party, or to the Party's recipient for deli	ivery, for delive	ery to the Party's
4 address at	line 557 or 558.	-	
55 (4) L	I.S. Mail: depositing the document or written notice, postage prepaid, in the U.S.	. Mail, address	sed either to the
	the Party's recipient for delivery, for delivery to the Party's address.		
	r Seller:		
	r Buyer:		
59 (5) E	mail: electronically transmitting the document or written notice to the email addres	SS.	
30 Seller:	Buver:		
	Buyer:		Buyer or Seller
		, any nameu	Duyer of Seller
	personal delivery to, or Actual Receipt by, all Buyers or Sellers.		
63 <b>ADD</b>	ENDA: The attached	is/are made p	art of this Offer.
<b>T</b> : 0%			
4 This Offer	was drafted by [Licensee and Firm]		
F			
66 (x)			
	Signature ▲ Print Name Here ►		Date ▲
			2
58 (x)			
Buyer's	Signature▲ Print Name Here►		Date 🔺
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	ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND C		
	JRVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER		
	Y ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKN	OWLEDGES	RECEIPT OF A
73 COPY OF	THIS OFFER.		
74 (X)	Signature▲ Print Name Here►		
<sup>75</sup> Seller's	Signature ▲ Print Name Here ►		Date 🛦
ve (x)			
0 (^) 7	Signature▲ Print Name Here►		Date 🛦
/ Oellel 3			
78 This Offer	was presented to Seller by [Licensee and Firm]		
9	on	at	a.m./p.m.
		_	
io This Offer	is rejected This Offer is countered [See attached countered ]	unter]	
81	Seller Initials ▲ Date ▲ S	Seller Initials▲	Date 🔺