

WB-14 RESIDENTIAL CONDOMINIUM OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** _____ **[DATE] IS (AGENT OF BUYER)**
2 **(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) [STRIKE THOSE NOT APPLICABLE]**
3 **GENERAL PROVISIONS** The Buyer, _____
4 _____, offers to purchase the Property known as [Street Address] _____
5 in the _____ of _____, County of _____, Wisconsin, particularly described as
6 Unit: _____ (Building _____) of _____ Condominium
7 (Insert additional description, if any, at lines 174-188 or 514-519 or attach as an addendum per line 513), on the following terms:
8 ■ **PURCHASE PRICE:** _____ Dollars (\$ _____).
9 ■ **EARNEST MONEY** of \$ _____ accompanies this Offer and earnest money of \$ _____
10 will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or
11 _____.
12 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.
13 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price: (1) the Property; (2) Seller's interest in the Common
14 Elements and Limited Common Elements (see lines 75-80 and 327-332) appurtenant to the Unit, together with and subject to the rights,
15 interests, obligations and limitations as set forth in the Condominium Declaration and plat (and all amendments thereto); (3) Seller's
16 interests in any common surplus and reserves in the Condominium allocated to the Property; (4) all Fixtures on the Property on the date
17 of this Offer not excluded at lines 20-21; and (5) the following additional items: _____
18 _____
19 _____
20 ■ **NOT INCLUDED IN PURCHASE PRICE:** _____
21 _____
22 **CAUTION: Identify Fixtures that are on the Property (see lines 317-324) to be excluded by Seller or which are rented and will**
23 **continue to be owned by the lessor.**
24 ■ **STORAGE UNIT:** A storage unit (is) (is not) **[STRIKE ONE]** included in the purchase price. Storage unit number: _____.
25 ■ **PARKING:** The parking for the Unit is _____. The parking fee is \$ _____.
26 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.**
27 ■ **ASSOCIATION FEE:** The Association fee for the Property is \$ _____ per _____.
28 ■ **OTHER FEES:** The Association may charge other fees at, or subsequent to, closing which may include storage, Additional
29 Association, reserves, start-up, administrative, etc. fees.
30 **NOTE: Buyer is advised to review the Condominium disclosure materials including, but not limited to, current financial**
31 **disclosure statements and other Condominium materials described on lines 204-234, as relevant.**
32 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
33 _____ . Seller may keep the Property on the market
34 and accept secondary offers after binding acceptance of this Offer. (See Acceptance information at lines 61-64.)
35 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
36 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS OFFER
37 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
38 BLANK.
39 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written
40 notices to a Party shall be effective only when accomplished by one of the methods specified at lines 41-58.
41 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 42 or 43.
42 Seller's recipient for delivery (optional): _____
43 Buyer's recipient for delivery (optional): _____
44 ☐ (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
45 Seller: (_____) _____ Buyer: (_____) _____
46 ☐ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial
47 delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 42 or 43, for delivery to the Party's
48 delivery address at line 51 or 52.
49 ☐ (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the
50 Party's recipient for delivery if named at lines 42 or 43, for delivery to the Party's delivery address at line 51 or 52.
51 Delivery address for Seller: _____
52 Delivery address for Buyer: _____
53 ☐ (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 57 or 58. If
54 this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or
55 household purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic
56 documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
57 E-Mail address for Seller (optional): _____
58 E-Mail address for Buyer (optional): _____

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

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.

DEFINITIONS

■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery.

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

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

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

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

■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

- a. Defects in the roof.
- b. Defects in the electrical system.
- c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in the sale.
- d. Defects in the heating and air conditioning system (including the air filters and humidifiers).
- e. Defects in the well, including unsafe well water.
- f. Property is served by a joint well.
- g. Defects in the septic system or other sanitary disposal system.
- h. Underground or aboveground fuel storage tanks on or previously located on the Property. (If "yes", the owner, by law, may have to register the tanks with the Department of Commerce at P.O. Box 7970, Madison, Wisconsin, 53707, whether the tanks are in use or not. Regulations of the Department of Commerce may require the closure or removal of unused tanks.)
- i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased).
- j. Defects in the basement or foundation (including cracks, seepage and bulges).
- k. Property is located in a floodplain, wetland or shoreland zoning area.
- l. Defects in the structure of the Property.
- m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.
- n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).
- o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint, lead in soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the premises. **Note: specific federal lead paint disclosure requirements must be complied with in the sale of most residential properties built before 1978.**
- p. Presence of asbestos or asbestos-containing materials on the premises.
- q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances on neighboring properties.
- r. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect infestations.
- s. Defects in a wood burning stove or fireplace or Defects caused by a fire in a stove or fireplace or elsewhere on the Property.
- t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership without required permits.
- u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.
- v. Notice of property tax increases, other than normal annual increases, or pending property reassessment.
- w. Remodeling that may increase Property's assessed value.
- x. Proposed or pending special assessments.
- y. Property is located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district.
- z. Proposed construction of a public project that may affect the use of the Property.
- aa. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses, rights-of-way, easements or another use of a part of the Property by nonowners, other than recorded utility easements.
- bb. Structure on the Property is designated as a historic building or that part of the Property is in a historic district.
- cc. Any land division involving the subject Property, for which required state or local permits had not been obtained.
- dd. Violation of state or local smoke and carbon monoxide detector laws.
- ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- ff. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county.
- gg. Other Defects affecting the Property.

(Definitions Continued on page 5)

REAL ESTATE CONDITION REPORT

Wisconsin law requires owners of property which includes 1-4 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 2 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. Wis. Stat. § 709.03 provides that when the Property is a Condominium Unit, the property to which the Real Estate Condition Report applies is the Condominium Unit, the Common Elements of the Condominium and any Limited Common Elements that may be used only by the owner of the Condominium Unit being transferred. Wis. Stat. § 709.02(2) requires that Seller also furnish a Condominium addendum to the Real Estate Condition Report and a copy of the executive summary along with the Real Estate Condition Report.

NOTE: Small Condominiums may not be required to have an executive summary per Wis. Stat. § 703.365(1)(b) and (8).

■ CONDOMINIUM DISCLOSURE MATERIALS: Seller agrees to provide Buyer, within 10 days of acceptance of Offer, but no later than 15 days prior to closing, current and accurate copies of the Condominium disclosure materials required by Wis. Stat. § 703.33. The Condominium disclosure materials include a copy of the following and any amendments to any of these [except as may be limited for small Condominiums with no more than 12 units per Wis. Stat. § 703.365(1)(b) and (8)]:

- (a) proposed or existing Declaration, bylaws and any rules or regulations, and an index of the contents;
- (b) proposed or existing articles of incorporation of the Association, if it is or is to be incorporated;
- (c) proposed or existing management contract, employment contract or other contract affecting the use, maintenance or access of all or part of the Condominium;
- (d) projected annual operating budget for the Condominium including reasonable details concerning the estimated monthly payments by the purchaser for assessments and other monthly charges;
- (e) leases to which Unit owners or the Association will be a party;
- (f) general description of any contemplated expansion of Condominium including each stage of expansion and the maximum number of Units that can be added to the Condominium;
- (g) Unit floor plan showing location of Common Elements and other facilities available to Unit owners;
- (h) the executive summary.

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

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

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

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

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

■ ADDITIONAL CONDOMINIUM ISSUES: In addition to review of the disclosure materials required to be provided by Wis. Stat. § 703.33, Buyer may wish to consider reviewing other Condominium materials as may be available, such as copies of: the Condominium Association's financial statements for the last two years, the minutes of the last 3 Unit owners' meetings, the minutes of Condominium board meetings during the 12 months prior to acceptance, information about contemplated or pending Condominium special assessments, the Association's certificate of insurance, a statement from the Association indicating the balance of reserve accounts controlled by the Association, a statement from the Association of the amount of any unpaid assessments on the Unit (per Wis. Stat. § 703.165), any Common Element inspection reports (e.g. roof, swimming pool, elevator and parking garage inspections, etc.), any pending litigation involving the Association and the Declaration, bylaws, budget and/or most recent financial statement of any master association or Additional Association the Unit may be part of. Contingencies for review and approval of those additional materials which may be available may be provided for in additional contingencies per lines 174-188 or 514-519 or in an addendum per line 513. Because not all of these materials may exist or be available from the Condominium Association, Seller may wish to verify availability prior to acceptance if the Offer is contingent upon Seller providing these materials to Buyer.

NOTE: IF LINE 248 IS NOT MARKED OR IS MARKED N/A LINES 285-291 APPLY.

☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 258 OR 259.

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

☐ **ADJUSTABLE RATE FINANCING** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to reflect interest changes.

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 174-188 or 514-519 or in an addendum attached per line 513.

■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 249. **Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency, if after review of the loan commitment Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.**

CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

■ **FINANCING UNAVAILABILITY:** If financing 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. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer 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:** Within 7 days of acceptance, a financial institution or third party in control of Buyer's funds, shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written evidence is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. 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 contingency.

☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised, at Buyer's expense, by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date 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 of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance.

DEFINITIONS CONTINUED FROM PAGE 2

■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

■ **DECLARATION:** Wis. Stat. § 703.02(8) provides that, "'Declaration' means the instrument by which a property becomes subject to this chapter, and that declaration as amended from time to time." The Declaration is a written document that creates a Condominium

from one or more parcels of real estate. The owner declares his or her property to be a Condominium. The Declaration divides the property into Units, which are individually owned, and the Common Elements, which are owned in common by all of the Unit owners together.

■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises, or could result in a special assessment as a result of a condition of a Common Element.

■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land 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 and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; 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; storage buildings on permanent foundations and docks/piers on permanent foundations.

CAUTION: Exclude any fixtures to be retained by Seller or which are rented (e.g., water softener or other water conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 20-21.

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

■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

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

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

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

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING Seller shall maintain the Unit and any Limited Common Elements until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Unit is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Unit and restore it to the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Unit, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Unit.

BUYER'S PRE-CLOSING WALK-THROUGH Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Unit and any Limited Common Elements to determine that there has been no significant change in the condition of the Unit and any Limited Common Elements, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

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

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

If Buyer defaults, Seller may:

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

If Seller defaults, Buyer may:

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

In addition, the Parties may seek any other remedies available in law or equity.

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

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

384 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered
 385 with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone
 386 at (608) 240-5830.

387 ☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property
 388 located at _____, no later than _____. If Seller accepts a bona fide
 389 secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of
 390 Buyer's Property Contingency and _____

392 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL**
 393 **CONTINGENCIES, OR PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within _____ hours of Buyer's Actual
 394 Receipt of said notice, this Offer shall be null and void.

395 ☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written
 396 notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any deadline, nor
 397 is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null
 398 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
 399 deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All other Offer deadlines which are run from
 400 acceptance shall run from the time this Offer becomes primary.

401 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4)
 402 date of closing; (5) contingency Deadlines; (6) delivery of Condominium disclosure materials (see lines 204-234) **STRIKE AS**
 403 **APPLICABLE** and all other dates and Deadlines in this Offer except: _____

405 _____. If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or
 406 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
 407 time of the date or Deadline is allowed before a breach occurs.

408 **TITLE EVIDENCE**

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

419 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents necessary to
 420 record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

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

424 **■ TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase
 425 price on a current ALTA form (including the ALTA Condominium endorsement or equivalent) issued by an insurer
 426 licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay all costs of
 427 providing title evidence required by Buyer's lender.

428 **■ GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's) **STRIKE ONE**
 429 **("Seller's" if neither is stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the**
 430 **title insurance commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the**
 431 **title company will issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice**
 432 **that title is not acceptable for closing (see lines 437-442).**

433 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
 434 commitment is delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title to the
 435 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 409-419, subject only to
 436 liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

437 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title
 438 by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and
 439 the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer
 440 shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended
 441 accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does
 442 not extinguish Seller's obligations to give merchantable title to Buyer.

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

444 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, including those by any applicable homeowners or
 445 Condominium Association, levied or for work actually commenced prior to the date of this Offer shall be paid by Seller no later than
 446 closing. All other special assessments shall be paid by Buyer.

447 **CAUTION: Consider a special agreement if area assessments, property owners or Condominium Association special**
 448 **assesments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other**
 449 **expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special**
 450 **assessments) relating to curb, gutter, street, sidewalk, sanitary and stormwater and storm sewer (including all sewer mains**
 451 **and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public**
 452 **facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

453 **EARNEST MONEY**

454 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (buyer's agent if
 455 Property is not listed or Seller's account if no broker is involved), until applied to purchase price or otherwise disbursed as provided in
 456 the Offer.

457 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or**
 458 **an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

459 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance
 460 from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest
 461 money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
 462 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker
 463 within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the
 464 transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this
 465 Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct
 466 disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable
 467 attorneys fees, not to exceed \$250, prior to disbursement.

468 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this
 469 Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or
 470 (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's
 471 proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over
 472 all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes.
 473 Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree
 474 to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable
 475 Department of Regulation and Licensing regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

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

484 **NOTE: Any contingency authorizing testing should specify the areas of the Unit to be tested, the purpose of the test, (e.g., to**
 485 **determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the**
 486 **contingency.** Buyer agrees to promptly restore the Unit to its original condition after Buyer's inspections and testing are completed
 487 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller
 488 acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin
 489 Department of Natural Resources.

490 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 476-489). This Offer is
 491 contingent upon a Wisconsin registered home inspector performing a home inspection of the Unit and any Limited Common Elements
 492 which discloses no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party
 493 performing an inspection of _____

494 _____ (list any Property component(s) to be separately inspected, e.g., roof,
 495 foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).
 496 Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection performed provided they
 497 occur prior to the deadline specified at line 501. Inspection(s) shall be performed by a qualified independent inspector or independent
 498 qualified third party.

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

501 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of
 502 the written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of
 503 Defects).

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

505 For the purposes of this contingency, Defects (see lines 313-316) do not include structural, mechanical or other conditions the nature and
 506 extent of which Buyer had actual knowledge or written notice before signing this Offer.

507 **■ RIGHT TO CURE:** Seller (shall)(shall not) **[STRIKE ONE]** ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the
 508 right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of
 509 Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and workmanlike manner; and (3) delivering to Buyer a
 510 written report detailing the work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the
 511 Notice of Defects and written inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a)
 512 Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

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

514 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____

515 _____

516 _____

517 _____

518 _____

519 _____

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

523 This Offer was drafted on _____ [date] by [Licensee and Firm] _____

524 _____

525 (x) _____
 526 Buyer's Signature ▲ Print Name Here ► Date ▲

527 (x) _____
 528 Buyer's Signature ▲ Print Name Here ► Date ▲

529 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 9 of the above Offer.

530 _____ Broker (By) _____

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

534 (x) _____
 535 Seller's Signature ▲ Print Name Here ► Date ▲

536 (x) _____
 537 Seller's Signature ▲ Print Name Here ► Date ▲

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

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

540 This Offer is rejected _____ This Offer is countered [See attached counter] _____
 541 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲