

**ADDENDUM B TO THE OFFER TO PURCHASE**

1 This Addendum is made part of the Offer to Purchase dated \_\_\_\_\_, made by  
2 \_\_\_\_\_ (Buyer) with respect to the Property at  
3 \_\_\_\_\_.

4 **PARAGRAPHS PRECEDED BY A BOX ARE A PART OF THIS ADDENDUM IF MARKED, SUCH AS WITH AN "X." THEY ARE**  
5 **NOT PART OF THIS ADDENDUM IF MARKED "N/A" OR ARE LEFT BLANK (except as stated on line 32 below).**

6  **WELL:** There  is  is not an active well serving the Property. The well and all related equipment  is  is not located entirely  
7 on the Property. The well  is  is not a private shared well.

8  **WELL WATER TESTING CONTINGENCY:** This Offer is contingent upon Buyer receiving, no later than \_\_\_\_\_ days (after  
9 acceptance)(prior to closing)  ("prior to closing" if neither is stricken), a current written report from a state-certified or  
10 other independent qualified lab that indicates that the well(s) is/are supplying water that is within the levels established by federal or  
11 state laws or guidelines regulating public water systems for safe human consumption, relative to the following substances: bacteria  
12 (total Coliform and E.coli), nitrate, arsenic and: \_\_\_\_\_  
13 \_\_\_\_\_. (**Note:** If desired by Buyer or required by Buyer's lender, insert other substances that may affect drinking  
14 water safety such as pesticides, lead, nitrite, copper, radium, radon, etc., or that may affect water aesthetics, such as iron, sulfur  
15 bacteria, etc. See the DNR Web site at <http://dnr.wi.gov/topic/Wells/waterQuality.html> for information).

16 (Buyer)(Seller)  ("Seller" if neither is stricken) shall be responsible for obtaining the report(s), including all costs. All  
17 water samples used for testing shall be taken after binding acceptance of this Offer by a licensed plumber or other independent,  
18 qualified person. Seller (shall)(shall not)  ("shall" if neither is stricken) have the right to cure. See lines 61-72 regarding  
19 the Right to Cure and the related cautionary notes on lines 72-83.

20 If a well water test report reveals unsafe levels of any substance listed on lines 12-13 and Seller has the right to cure, Seller  
21 (may)(may not)  ("may" if neither is stricken) cure through installation of Point of Use (POU) water treatment devices  
22 approved by the Department of Safety and Professional Services (see [http://dsps.wi.gov/php/sb-ppalopp/contam\\_alpha\\_list.php](http://dsps.wi.gov/php/sb-ppalopp/contam_alpha_list.php)).

23  **WELL SYSTEM INSPECTION CONTINGENCY:** This Offer is contingent upon Buyer receiving, no later than \_\_\_\_\_ days  
24 (after acceptance)(prior to closing)  ("prior to closing" if neither is stricken), a current written Property Transfer Well(s)  
25 and Pressure System(s) Inspection report from a licensed well driller or a licensed pump installer competent to inspect well systems,  
26 which indicates that the \_\_\_\_\_ [state kind of well(s), e.g., point driven, number of wells, etc.,  
27 if known] well(s) and pressure system(s) complies with code. (Buyer)(Seller)  ("Seller" if neither is stricken) shall be  
28 responsible for obtaining the report(s), including all costs. Seller (shall)(shall not)  ("shall" if neither is stricken) have the  
29 right to cure. See lines 61-71 regarding the Right to Cure.

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

32 **If the well is inspected, the Well Water Testing Contingency is automatically selected and included in this Offer.**

33  **PRIVATE SANITARY SYSTEM (POWTS) INSPECTION CONTINGENCY:** This Offer is contingent upon Buyer receiving, no later  
34 than \_\_\_\_\_ days (after acceptance)(prior to closing)  ("prior to closing" if neither is stricken), a current written  
35 report from a county sanitarian, licensed master plumber, licensed master plumber-restricted service, licensed plumbing designer,  
36 registered engineer, certified POWTS inspector, certified septage operator, and/or a certified soil tester, which indicates that the  
37 POWTS  **CHECK ONE OR MORE AS APPLICABLE** (checking all three brings the highest level of confidence that the system is  
38 properly functioning):

39  Conforms to the code in effect when the POWTS was installed. **Note:** This may include a records review to confirm installation  
40 date and specifications observed by the installer.

41  Is not disapproved for current use (is hydraulically functional and structurally sound).

42  Maintains vertical separation from limiting conditions such as groundwater and bedrock per current code (3 foot separation).

43 **Note:** POWTS installed before December 1, 1969 may have only a 2 foot separation; a certified soils tester will be needed to make  
44 soil borings to determine separation. Operating POWTS must maintain a 3 foot vertical separation.

45 **Note:** Different professionals may be needed to inspect different system components.

46 If required by the inspector, the POWTS is to be pumped at time of inspection, at Seller's expense. (Buyer)(Seller)  ("Seller" if neither is stricken) shall be responsible for obtaining the report(s) and for all other costs. Seller (shall)(shall not)  ("shall" if neither is stricken) have the right to cure. See lines 61-71 regarding the Right to Cure.

49  **ADDITIONAL PROVISIONS:** \_\_\_\_\_  
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58  **READING:** By initialing and dating below, each Party acknowledges they have received and read a copy of this Addendum.

59 (X) \_\_\_\_\_ (Date) ▲ (X) \_\_\_\_\_ (Date) ▲  
60 (Buyer(s)' Initials) ▲ (Seller(s)' Initials) ▲

61 ■ **CONTINGENCY SATISFACTION / RIGHT TO CURE:** Each contingency selected above [well water, well system or private  
 62 sanitary system (POWTS)] shall be deemed satisfied unless Buyer, within 5 days of the earlier of: 1) Buyer's Actual Receipt of the  
 63 applicable water, well or sanitary system report(s) or 2) the deadline for delivery of said report(s), delivers to Seller a copy of the  
 64 written report(s) and a written notice stating why the report(s) do(es) not satisfy the standard set forth in the contingency(ies)  
 65 selected. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering a written notice of Seller's election to  
 66 cure within 10 days of receipt of Buyer's notice; and (2) by curing the defects in a good and workmanlike manner that satisfies the  
 67 standard set forth in the selected contingency and by giving Buyer a report of the work done prior to closing. This Offer shall be null  
 68 and void if Buyer timely delivers the above written notice(s) and report(s) to Seller and (1) Seller does not have the right to cure; or  
 69 (2) Seller has a right to cure but: a) Seller delivers written notice that Seller will not cure or b) Seller does not timely deliver the notice  
 70 of election to cure. This Offer shall be null and void if Buyer delivers notice to Seller, within 5 days of the deadline for delivery of the  
 71 report(s), stating Seller failed to deliver report(s) by the respective stated deadline [if Seller was responsible to provide the report(s)].

72 ♦ Required Well Water Testing. *Per Wis. Admin. Code § NR 812.44, if a property transfer well inspection is conducted the  
 73 licensed well driller or a licensed pump installer conducting the inspection is required to collect well water samples for  
 74 bacteria (total Coliform and E.coli), nitrate, and arsenic testing.*

75 ♦ Arsenic Testing Time Periods. The Parties should determine the time periods necessary to complete well water testing,  
 76 particularly for arsenic testing, which make take significantly longer to complete in some market areas.

77 ♦ Well Water Chlorination. If the initial well water report indicates bacteriological contamination and Seller has the right to cure,  
 78 Seller may chlorinate the well and retest up to two times, with the deadlines for the Buyer's receipt of the report and for closing  
 79 extended for up to 14 days. After a report of bacteriological contamination, Seller must produce two safe water reports to satisfy  
 80 the well water contingency, unless otherwise agreed in writing.

81 ♦ Well Water Mediation. If a well water test report reveals elevated levels of a contaminant, the Parties may request suggestions  
 82 regarding mediation from the well driller or pump installer who inspected the well or seek information from any licensed well  
 83 driller or licensed pump installer.

84 ♦ POWTS. A POWTS failing to meet the stated standards may be cured only by repairing the current POWTS (including  
 85 component replacements if indicated) or by replacing the current POWTS with the same type of system which meets the  
 86 standards stated in the POWTS Inspection Contingency, unless otherwise agreed in writing. A modification to an existing  
 87 POWTS, including the replacement, alteration or addition of material or components, shall conform to current code as stated in  
 88 Wis. Admin. Code chapter SPS 383. Modification of one part of a POWTS may affect the performance or the operation of other  
 89 parts of the POWTS thereby necessitating further modifications for the other parts to remain compliant.

90 ♦ Utility Service. Seller shall be responsible for providing electric, water service and/or other utility service as necessary for any  
 91 inspection or testing unless otherwise designated in Additional Provisions on lines 49-57.

92 ■ **SHARED WELL AGREEMENT:** If the well providing drinking water to the Property is a private shared well Seller shall, at Seller's  
 93 expense, provide Buyer, no later than 15 days before closing, with a copy of a shared well agreement that provides, unless otherwise  
 94 agreed in writing, standards for the operation, maintenance, water testing, repair and use of the well for residential purposes, and the  
 95 prorata sharing of costs and responsibilities among all parcels served by the well. If not yet recorded, the agreement shall be in  
 96 recordable form and shall be recorded at Seller's expense at closing.

97 ■ **ABANDONED WELLS:** If there is an abandoned well on the Property that has not been closed, Seller shall, prior to closing and at  
 98 Seller's expense, close the well and provide Buyer with documentation confirming closure in compliance with all applicable codes. If  
 99 there is any abandoned well on the Property that was previously closed, Seller shall provide Buyer with documentation evidencing  
 100 that the well closure was in compliance with all applicable codes in effect at that time.

101 ■ **DEFAULT NUMBER OF DAYS:** Default number of days is 21 if nothing is entered on blank lines requiring entry of a number of  
 102 days.

103 ■ **"POWTS:"** Private Onsite Wastewater Treatment Systems or POWTS is the terminology used by the Wisconsin Department of  
 104 Safety and Professional Services and sanitary system professionals, as well as in applicable code, Wis. Admin. Code Chapter SPS  
 105 383, when referring to a private sanitary system.

106 ■ **LOCAL CODE COMPLIANCE:** The Parties should check county and municipal well, water and septic ordinances and codes for  
 107 additional requirements that may apply to the Property.

108 ■ **SANITARY DISTRICT:** Buyer is informed that the Property may be located within an established sanitary district. Buyer may be  
 109 subject to taxes, special assessments or other charges for sewer planning or construction, user fees and related costs. Buyer is  
 110 encouraged to contact officials of the sanitary district to inquire about such costs.

111 **APPLICABILITY:** BUYER AND SELLER ARE ADVISED THAT THIS ADDENDUM CONTAINS PROVISIONS WHICH MAY NOT BE  
 112 APPROPRIATE IN ALL TRANSACTIONS. NO REPRESENTATION IS MADE THAT THE PROVISIONS OF THIS ADDENDUM ARE  
 113 APPROPRIATE, ADEQUATE OR LEGALLY SUFFICIENT FOR ANY SPECIFIC TRANSACTION. BUYER AND SELLER ARE  
 114 ENCOURAGED TO CONSULT WITH LEGAL COUNSEL REGARDING THE PROVISIONS OF THE OFFER AND THIS  
 115 ADDENDUM.

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