

WB-14 RESIDENTIAL CONDOMINIUM OFFER TO PURCHASE

1 **BROKER DRAFTING THIS OFFER ON** _____ **[DATE] IS (AGENT OF SELLER) (AGENT OF BUYER) (DUAL AGENT)** **[STRIKE TWO]**

2 **GENERAL PROVISIONS** The Buyer, _____,
3 offers to purchase the Property known as [Street Address] _____ in the
4 _____ of _____, County of _____, Wisconsin,
5 particularly described as Unit: _____ (Building _____) of _____
6 _____ Condominium; Seller's undivided interest in the common
7 elements appurtenant to the Unit, together with and subject to the rights, interests, obligations and limitations as set forth in the declaration and
8 condominium plat (and all amendments to them) creating the Condominium, which altogether constitute the Property, on the following terms:

9 ■ **PURCHASE PRICE:** _____
10 _____ Dollars (\$ _____).

11 ■ **EARNEST MONEY** of \$ _____ accompanies this Offer and earnest money of \$ _____ will be paid
12 within _____ days of acceptance.

13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ **ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer free and clear of encumbrances
15 Seller's interest in: any common surplus and reserves of the condominium allocated to the Unit; and all fixtures, as defined at lines 242 to 251 and
16 as may be in or on the Unit on the date of this Offer, unless excluded at lines 18-19, and the following additional items: _____

17 _____
18 ■ **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** _____

19 _____
20 ■ **LIMITED COMMON ELEMENTS:** Note, the limited common elements are those assigned in the condominium declaration.

21 ■ **PARKING:** The parking for the Unit is: _____. The parking fee is: \$ _____.

22 ■ **ASSOCIATION FEE:** The association fee for the Unit is \$ _____ per _____.

23 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
24 _____ . **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

25 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a
26 Party shall be effective only when accomplished by one of the methods specified at lines 27 - 36.

27 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with a
28 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 30 or 32 (if any), for delivery
29 to the Party's delivery address at lines 31 or 33.

30 Seller's recipient for delivery (optional): _____

31 Seller's delivery address: _____

32 Buyer's recipient for delivery (optional): _____

33 Buyer's delivery address: _____

34 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 30 or 32.

35 (3) By fax transmission of the document or written notice to the following telephone number:

36 Buyer: (_____) _____ Seller: (_____) _____

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

40 **CAUTION: The Association may have the right to review and approve the terms of any lease of the unit.**

41 **PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's mortgagee or _____
42 _____ no later than _____, _____ unless
43 another date or place is agreed to in writing. Immediately after closing Buyer and Seller shall notify the condominium association of the transfer.

44 **CLOSING PRORATIONS** The following items shall be prorated at closing: real estate taxes, rents, water and sewer use charges, garbage pick-up
45 and other private and municipal charges, property owner's or condominium association fees and assessments, fuel and _____.

46 Any income, taxes or expenses shall accrue to Seller and be prorated through the day prior to closing. Net general real estate taxes shall be prorated
47 based on (the net general real estate taxes for the current year, if known, otherwise on the net general real estate taxes for the preceding year)

48 (_____).

49 **[STRIKE AND COMPLETE AS APPLICABLE]** **CAUTION: If proration on the basis of net general real estate taxes is not acceptable (for**
50 **example, completed/pending reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.**

51 **PROPERTY CONDITION PROVISIONS**

52 ■ **PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice or
53 knowledge of conditions affecting the Property or transaction other than those identified in Seller's Real Estate Condition Report dated
54 _____, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference

55 **COMPLETE DATE OR STRIKE AS APPLICABLE** and _____

56 _____ **[INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT]**

57 ■ A "condition affecting the Property or transaction" is defined as follows:

- 58 (a) planned or commenced public improvements by government authorities or the homeowner's or condominium association which may result
59 in special assessments or otherwise materially affect the Property or the present use of the Property;
- 60 (b) completed or pending reassessment of the Property for property tax purposes;
- 61 (c) government agency, court, homeowner's or condominium association order requiring repair, alteration or correction of any existing condition
62 related to the Property;
- 63 (d) construction or remodeling on Property for which required state or local permits had not been obtained;
- 64 (e) any land division involving the subject Property, for which required state or local approvals had not been obtained;
- 65 (f) violation of applicable state or local smoke detector laws; **NOTE: State law requires operating smoke detectors on all levels of all residential
66 properties.**
- 67 (g) any portion of the Condominium being in a 100 year floodplain, a wetland or a shoreland zoning area under local, state or federal laws;
- 68 (h) that a structure on the Property is designated as a historic building or that any part of Property is in a historic district;
- 69 (i) structural inadequacies which if not repaired will significantly shorten the expected normal life of the Condominium;
- 70 (j) mechanical systems inadequate for the present use of the Condominium;
- 71 (k) insect or animal infestation of the Condominium;
- 72 (l) conditions constituting a significant health or safety hazard for occupants of Property; **Note: Specific federal lead paint disclosure
73 requirements must be complied with in the sale of most residential properties built before 1978.**
- 74 (m) underground or aboveground storage tanks on the Condominium for storage of flammable or combustible liquids including but not limited to
75 gasoline and heating oil which are currently or which were previously located on the Condominium; **NOTE: Wis. Adm. Code, Chapter
76 COMM 10 contains registration and operation rules for such underground and aboveground storage tanks.**
- 77 (n) material violations of environmental laws or other laws or agreements regulating the use of the Condominium;
- 78 (o) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Condominium;
- 79 (p) other conditions or occurrences which would significantly reduce the value of the Property to a reasonable person with knowledge of the
80 nature and scope of the condition or occurrence.

81 ■ **CONDOMINIUM DISCLOSURES:** Seller agrees to provide Buyer with complete, current and accurate copies of the condominium disclosure
82 materials required by Wisconsin Statute §703.33. The condominium disclosure materials are required to be delivered to Buyer no later than 15
83 days prior to closing. The condominium disclosure materials include copies of the condominium declaration, bylaws, rules and regulations,
84 together with an index of contents, articles of incorporation, management contracts, current year's association budget (including reasonable details
85 concerning monthly assessment charges and charges for rental of facilities), latest annual association operating statements, leases to which unit
86 owners will be a party, description of any contemplated expansion of condominium, the unit floor plan with information necessary to show location
87 of common elements and other facilities available to unit owners, and any amendments to any of these (except as limited for small residential
88 condominiums per Wis Stat. §703.365). If the condominium was an occupied structure prior to the recording of the condominium declaration, it is
89 a "conversion condominium" and the "condominium disclosure materials" also include: 1) a statement based on an engineer's or architect's report
90 describing the present condition of structural, mechanical and electrical installations; 2) a statement of the useful life of the items covered in 1),
91 unless a statement that no representations are being made is provided, and 3) a list of notices of code or other municipal violations, including an
92 estimate of the costs of curing the violations. These materials are available at cost from the condominium association. As provided in Wisconsin
93 Statutes §703.33(4), Buyer may, within five business days after receipt of these documents, including any material modification thereto, rescind
94 this Offer by written notice mailed or delivered to Seller, the date of mailing or actual delivery being the effective date of notice.

95 ■ **ADDITIONAL CONDOMINIUM ISSUES:** In addition to review of the disclosure materials required to be provided by Wisconsin Statute §703.33,
96 Buyer may wish to consider reviewing other condominium materials as may be available, such as: copies of the condominium association's finan-
97 cial statements for previous years, the minutes of previous unit owner's meetings, the minutes of condominium board meetings during the months
98 prior to acceptance, copies of the association's certificate of insurance, a statement from the association indicating the balance of reserve accounts
99 controlled by the association, a statement from the association of the amount of any unpaid assessments on the unit (per Wis. Stats. §703.16(5))
100 and the declaration and bylaws of the master association, if any. Contingencies for review and approval of those additional materials which may
101 be available may be provided for in additional contingencies per lines 157-163, or in an addendum per line 347. Because not all of these materi-
102 als may exist or be available from the condominium association, Seller may wish to verify availability prior to acceptance if the Offer is contingent
103 upon Seller providing these materials to Buyer.

104 ■ **REAL ESTATE CONDITION REPORT:** Wisconsin law requires owners of property which includes 1-4 dwelling units to provide buyers with a
105 Real Estate Condition Report. Wisconsin Statutes §709.03 provides that when the Property is a condominium unit, the property to which the real
106 estate condition report applies is the condominium unit, the common elements of the condominium and any limited common elements that may be
107 used only by the owner of the condominium unit being transferred. Excluded from this requirement are sales of property that has never been inhab-
108 ited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who
109 have never occupied the Property). The form of the Report is found in Wisconsin Statutes §709.03. The law provides: "709.02 Disclosure ... the
110 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
111 completed copy of the report ... A prospective buyer who does not receive a report within the ten days may, within two business days after the
112 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
113 may also have certain rescission rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days, but after
114 the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding these
115 rescission rights.

116 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer and Seller acknowledge that any land, unit or room dimensions, or total acreage or unit
117 square footage figures, provided to Buyer or Seller, may be approximate because of rounding or other reasons, unless verified by survey or other
118 means. Buyer and Seller also acknowledge that there are various formulas used to calculate total square footage of units and that total square
119 footage figures will vary dependent upon the formula used. **CAUTION: Buyer should verify total square footage formula, total square
120 footage/acreage figures, land, unit or room dimensions, if material.**

121 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on separate but
122 identical copies of the Offer. **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term
123 deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

124 **PROPERTY ADDRESS:** _____

125 **THE FINANCING CONTINGENCY PROVISIONS AT LINES 127 - 156 ARE A PART OF THIS OFFER IF LINE 127 IS MARKED, SUCH AS WITH**

126 **AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 127 IS MARKED N/A OR IS NOT MARKED.**

127 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a _____

128 **INSERT LOAN PROGRAM OR SOURCE** first mortgage loan commitment as described below, within _____ days of acceptance of this Offer.

129 The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years, amortized

130 over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments

131 may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums.

132 The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to exceed _____ % of the loan. (Loan fee refers to

133 discount points and/or loan origination fee, but DOES NOT include Buyer's other closing costs.) If the purchase price under this Offer is

134 modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency

135 and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above. **CHECK AND COMPLETE**

136 **APPLICABLE FINANCING PROVISION AT LINE 137 OR 138.**

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

138 **ADJUSTABLE RATE FINANCING** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be

139 fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum

140 interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be

141 adjusted to reflect interest changes.

142 **LOAN COMMITMENT:** Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and to provide

143 evidence of application promptly upon request of Seller. If Buyer qualifies for the financing described in this contingency or other financing

144 acceptable to Buyer, Buyer agrees to deliver to Seller, or Seller's agent, a copy of the written loan commitment no later than the deadline for loan

145 commitment at line 128. **Buyer's delivery of a copy of any written loan commitment to Seller shall satisfy the Buyer's financing contingency**

146 **unless accompanied by a notice of unacceptability. CAUTION: NEITHER BUYER, LENDER OR AGENTS OF BUYER OR SELLER SHOULD**

147 **DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF**

148 **UNACCEPTABILITY.**

149 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of the loan commitment, Seller may terminate this Offer provided that

150 Seller delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

151 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable

152 loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection

153 letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to give Buyer writ-

154 ten 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,

155 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

156 obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

157 **ADDITIONAL PROVISIONS/CONTINGENCIES** **Job Loss Protection:** Seller (shall) (shall not) **STRIKE ONE** (shall not if neither is struck)

158 **provide buyer with a Job Loss Protection Program which includes coverage for the first 24 months of Buyer's loan and will pay up**

159 **to 6 monthly mortgage payments (Maximum of \$1,800 PITI per month). The cost of the program, paid by seller, shall be \$500. The**

160 **protection plan will be ordered by the (listing) (selling) broker **STRIKE ONE** (selling broker if neither is struck).**

161 _____

162 _____

163 _____

164 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of

165 closing; (5) contingency deadlines; (6) delivery of condominium disclosure materials (see lines 81 to 94) **STRIKE AS APPLICABLE** and all other

166 dates and deadlines in this Offer except: _____.

167 If "Time is of the Essence" applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the

168 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.

169 **RENTAL WEATHERIZATION** This transaction (is) (is not) **STRIKE ONE** exempt from State of Wisconsin Rental Weatherization Standards

170 (COMM 67, Wisconsin Administrative Code). If not exempt, (Buyer) (Seller) **STRIKE ONE** will be responsible for compliance, including all costs.

171 If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at closing.

172 **TITLE EVIDENCE**

173 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other conveyance as

174 provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them,

175 recorded easements for the distribution of utility, municipal and association service, easements for performance of association duties, recorded

176 building and use restrictions and covenants, general taxes levied in the year of closing, Wisconsin Condominium Act, condominium

177 declaration and plat and association articles of incorporation, bylaws and rules and amendments to the above and _____

178 _____ (provided none of the foregoing

179 prohibit present use of the Property), which constitutes merchantable title for purposes of this transaction. Seller further agrees to complete and

180 execute the documents necessary to record the conveyance. **WARNING: Municipal and zoning ordinances, recorded building and use**

181 **restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed, particularly if**

182 **Buyer contemplates making improvements to Property or a use other than the current use.**

183 ■ **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence shall be accept-
 184 able if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business days before closing, showing title
 185 to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable, subject only to liens which will be paid out of
 186 the proceeds of closing and standard title insurance requirements and exceptions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING**
 187 **THE EFFECTIVE DATE OF THE TITLE COMMITMENT PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS**
 188 **FILED BETWEEN THE EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.**

189 ■ **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on
 190 a current ALTA form (including the ALTA Condominium 4 Endorsement or equivalent) issued by an insurer licensed to write title insurance in Wisconsin.
 191 **CAUTION: IF TITLE EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**

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

197 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, including those by the homeowner's or condominium association, for work actually
 198 commenced or levied prior to date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.
 199 **CAUTION: Consider a special agreement if area assessments, property owner's or condominium owner's association assessments or other**
 200 **expenses are contemplated.** "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in
 201 special assessments) relating to curb, gutter, street, sidewalk, sanitary and stormwater and storm sewer (including all sewer mains and hook-up and
 202 interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stats. §66.55(1)(c) & (f).

203 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer (lines 324-327
 204 or in an addendum per line 347). At time of Buyer's occupancy, the Unit and any limited common elements assigned exclusively to the Unit shall
 205 be free of all debris and personal property, except for personal property belonging to current tenants or personal property sold to Buyer or left with
 206 Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

207 **DATES AND DEADLINES** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day
 208 the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a spec-
 209 ific number of "business days" exclude Saturdays, Sundays and any legal public holiday under Wisconsin or Federal law, or other day designat-
 210 ed by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as
 211 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
 212 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 clos-
 213 ing, expire at midnight of that day.

214 **DELIVERY/RECEIPT** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated in all manner
 215 and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered an original signature.
 216 Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt by Buyer or Seller. Once received,
 217 a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving the notice. A Party may not unilaterally rein-
 218 state a contingency after a notice of a contingency waiver has been received by the other Party. **The delivery/receipt provisions in this Offer may be**
 219 **modified when appropriate (e.g., when mail delivery is not desirable (see lines 27-33) or when a party will not be personally available to receive**
 220 **a notice (see line 317)).** Buyer and Seller authorize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title
 221 insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

222 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction.
 223 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
 224 and their successors in interest.

225 **DEFAULT** IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS
 226 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PRO-**
 227 **HIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE**
 228 **SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.** Seller and Buyer each have
 229 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
 230 under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

231 If Buyer defaults, Seller may:

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

235 If Seller defaults, Buyer may:

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

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

239 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
 240 courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.

241 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.

FIXTURES

242 A "Fixture" is defined as an item of property, which may or may not be a common element of the Condominium, which is physically attached to or
 243 so closely associated with land or improvements so as to be treated as part of the real estate, including, without limitation, physically attached
 244 items not easily removable without damage to the Property, items specifically adapted to the Property, and items customarily treated as fixtures
 245 including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window
 246 shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and softeners;
 247 sump pumps; attached or fitted floor coverings; awnings; attached antennas, satellite dishes and component parts; garage door openers and
 248 remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in
 249 appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on permanent foundations. **NOTE: The terms of the**
 250 **Offer will determine what items are included/excluded. Address rented fixtures (e.g., water softeners), if any.**

EARNEST MONEY

251 **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 Property
 252 is not listed or Seller's account if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer. **CAUTION:**
 253 **Should persons other than a broker hold earnest money, and escrow agreement should be drafted by the Parties or an attorney. If some-**
 254 **one other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

255 **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's
 256 depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be dis-
 257 bursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written
 258 disbursement agreement signed by all Parties to this Offer (Note: Wis. Adm. Code s. RL 18.09(1)(b) provides that an offer to purchase is not a
 259 written disbursement agreement pursuant to which the broker may disburse). If the disbursement agreement has not been delivered to broker
 260 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
 261 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)
 262 as directed by court order; or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per
 263 (1) or to file an interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed
 264 \$250, prior to disbursement.

265 **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.
 266 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 (4) above,
 267 broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement,
 268 a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes
 269 arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes. The Buyer and Seller should
 270 consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from
 271 any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing reg-
 272 ulations concerning earnest money. See Wis. Adm. Code Ch. RL 18.

273 **NOTE: WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CONCERNING THE LEGAL RIGHTS**
 274 **OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR CONVEYANCE. AN**
 275 **ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS REQUIRED.**

ADDITIONAL PROPERTY CONDITION PROVISIONS

276 **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Unit and limited common elements assigned to the Unit,
 277 upon reasonable notice, if the inspections are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide
 278 copies of all such inspection reports to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Unit to
 279 its original condition after Buyer's inspections are completed, unless otherwise agreed with Seller. An "inspection" is defined as an observation of
 280 the Unit which does not include testing of the Property other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas
 281 used as a fuel source, which are hereby authorized.

282 **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property. A
 283 "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other
 284 analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 157 - 163 or in an
 285 addendum per line 347. Note: Any contingency authorizing such tests should specify the areas of the Property to be tested, the purpose of the
 286 test, (e.g. to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the
 287 contingency (e.g. Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests may
 288 detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

289 **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall have
 290 the right to inspect the Unit to determine that there has been no significant change in the condition of the Unit and the limited common elements
 291 assigned to the Unit, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has elected to cure have been
 292 repaired in a good and workmanlike manner.

293 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Unit and the limited common elements assigned
 294 to the Unit 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
 295 ordinary wear and tear. If, prior to the earlier of closing or occupancy of Buyer, the Unit is damaged in an amount of not more than five per cent
 296 (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. If the
 297 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.
 298 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage to the
 299 Unit, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy. However, if this sale is financed by a land
 300 contract or a mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the Unit.

304 PROPERTY ADDRESS: _____

305 OPTIONAL PROVISIONS: THE PROVISIONS ON LINES 307 THROUGH 347 ARE A PART OF THIS OFFER IF MARKED, SUCH AS WITH AN
306 "X". THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK (EXCEPT AS PROVIDED AT LINES 311 - 312).

307 ASSOCIATION APPROVAL OF SALE OF UNIT CONTINGENCY: This Offer is contingent upon Seller delivering to Buyer a waiver of the
308 association's right of first refusal within _____ days of acceptance. Seller shall promptly submit the Offer and waiver request to the association.

309 SALE OF BUYER'S PROPERTY CONTINGENCY: This Offer is contingent upon the sale and closing of Buyer's property located at
310 _____, no later than _____.

311 Seller may keep Seller's Property on the market for sale and accept secondary offers. If this contingency is made a part of this Offer, lines
312 313 - 317 are also a part of this offer unless marked N/A at line 313 or otherwise deleted.

313 CONTINUED MARKETING: If Seller accepts a bona fide secondary offer, Seller may give written notice to the Buyer of acceptance. If
314 Buyer does not deliver to Seller a written waiver of sale of Buyer's property contingency and _____

315 _____ [INSERT OTHER
316 REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR PROVIDING

317 EVIDENCE OF SALE OR BRIDGE LOAN, etc.)) within _____ hours of Buyer's actual receipt of the notice, this Offer shall be null and void.

318 SECONDARY OFFER: This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to
319 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
320 secondary Buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering
321 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
322 than _____ days after acceptance of this Offer. All other Offer deadlines which are run from acceptance shall run from the time this Offer
323 becomes primary.

324 PRE/POST CLOSING OCCUPANCY: Occupancy of _____ shall be given to Buyer
325 on _____ at _____ am/pm. At closing (Seller)(Buyer) [STRIKE ONE] shall pay an occupancy charge of \$ _____ per day
326 or partial day of pre/post-closing occupancy. Any unearned post closing occupancy fee (shall) (shall not) [STRIKE ONE] be refunded based on
327 actual occupancy. CAUTION: Consider a special agreement regarding occupancy escrow, insurance, utilities, maintenance, keys, etc.

328 INSPECTION CONTINGENCY: This Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the
329 Unit and the limited common elements assigned to the Unit, and an inspection, by a qualified independent inspector, of: _____

330 _____ which
331 discloses no defects as defined below. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to

332 Seller, and to listing broker if the Unit is listed, a copy of the inspector's written inspection report(s) and a written notice listing the defect(s)
333 identified in the inspection report(s) to which Buyer objects. CAUTION: A proposed amendment will not satisfy this notice requirement. Buyer

334 shall order the inspection and be responsible for all costs of inspection, including any inspections required by lender or as follow-up inspections to
335 the home inspection. Note: This contingency only authorizes inspections, not testing, see lines 279 - 291.

336 RIGHT TO CURE: Seller (shall) (shall not) [STRIKE ONE] have a right to cure the defects. (Seller shall have a right to cure if no choice is
337 indicated.) If Seller has right to cure, Seller may satisfy this contingency by: (1) delivering a written notice of Seller's election to cure defects within
338 10 days of receipt of Buyer's notice, (2) curing the defects in a good and workmanlike manner and (3) delivering to Buyer a written report detail-
339 ing the work done no later than 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the above notice and
340 report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: a) Seller delivers notice that Seller will not cure or b) Seller
341 does not timely deliver the notice of election to cure.

342 "DEFECT" DEFINED: For the purposes of this contingency, a defect is defined as a structural, mechanical or other condition that would have
343 a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Unit; or that
344 if not repaired, removed or replaced would significantly shorten or have a significant adverse effect on the expected normal life of the Unit. Defects
345 do not include structural, mechanical or other conditions the nature and extent of which Buyer had actual knowledge or written notice before
346 signing this Offer.

347 ADDENDA: The attached _____ is/are made part of this Offer.
348 This Offer was drafted on _____ [date] by [Licensee and firm] _____.

349 (X) _____
350 Buyer's Signature ▲ Print Name Here: ► _____ Social Security No. or FEIN (optional) ▲ _____ Date ▲ _____

351 (X) _____
352 Buyer's Signature ▲ Print Name Here: ► _____ Social Security No. or FEIN (optional) ▲ _____ Date ▲ _____

353 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 11 of the above Offer. (See Lines 252 - 277)

354 _____ Broker (By) _____

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

358 (X) _____
359 Seller's Signature ▲ Print Name Here: ► _____ Social Security No. or FEIN (optional) ▲ _____ Date ▲ _____

360 (X) _____
361 Seller's Signature ▲ Print Name Here: ► _____ Social Security No. or FEIN (optional) ▲ _____ Date ▲ _____

362 This Offer was presented to Seller by _____ on _____, _____, at _____ a.m./p.m.

363 THIS OFFER IS REJECTED _____ THIS OFFER IS COUNTERED [See attached counter] _____
364 Seller Initials ▲ _____ Date ▲ _____ Seller Initials ▲ _____ Date ▲ _____