

ADDENDUM A 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 **CAUTION: BUYER MUST INCLUDE CONTINGENCIES IN THIS OFFER FOR ANY TESTS OR INSPECTIONS BUYER CHOOSES TO CONDUCT.**
5 **SPECIFIC ADDENDA ARE AVAILABLE FOR TESTING OR EVALUATION OF PRIVATE WELLS, WELL WATER, SEPTIC SYSTEMS, LEAD-BASED**
6 **PAINT, WETLANDS AND LEAD/ARSENIC PESTICIDES.**

7 **OPTIONAL PROVISIONS** Terms preceded by an open box()are part of this addendum only if marked, such as with an "x." They are not part
8 of this Addendum if marked "n/a" or are left blank.

9 **TESTING CONTINGENCY (includes lines 9-23):** This Offer is contingent upon (Buyer obtaining)(Seller providing) **STRIKE ONE** ("Buyer
10 obtaining" if neither stricken) a current written report from a qualified independent expert documenting the results of the following test(s)
11 conducted pursuant to applicable government or industry protocols and standards (*indicate substances or compounds to be tested, e.g., radon,*
12 *asbestos, mold, etc*): _____, within

13 _____ days of acceptance ("*21" days if left blank*), at (Buyer's)(Seller's) **STRIKE ONE** expense ("*Buyer's" if neither stricken*). This testing
14 contingency shall be deemed satisfied unless Buyer, within five days of the earlier of 1) Buyer's receipt of the testing report(s) or 2) the deadline for
15 delivery of said report(s), delivers to Seller, and to listing broker if Property is listed, a copy of the testing report(s) and a written notice
16 identifying the Defect(s) to which Buyer objects (Notice of Defects). For purposes of this Testing Contingency, Defects (as defined in the Offer) do not
17 include structural, mechanical or other conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

18 **Right To Cure:** Seller (shall) (shall not) **STRIKE ONE** have the right to cure ("*Shall" if neither stricken*). If Seller has the right to cure, Seller
19 may satisfy this contingency by: (1) delivering to Buyer, within 10 days of Buyer's delivery of the Notice of Defects to Seller, a written notice
20 stating Seller's election to cure, (2) curing the defects in a good and workmanlike manner and (3) delivering to Buyer a report detailing the work
21 done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written testing
22 report(s) and (1) Seller does not have the right to cure or (2) Seller has a right to cure but (a) Seller delivers written notice to Buyer stating that
23 Seller will not cure or (b) Seller does not timely deliver written notice of Seller's election to cure.

24 **CLOSING:** The Parties agree that the closing shall be held at (the place selected by Buyer's lender) (the place selected by Buyer)
25 (_____) **STRIKE AND COMPLETE AS APPLICABLE**.

26 **ASSOCIATION FEE:** Buyer acknowledges the (monthly)(quarterly)(annual) **STRIKE TWO** association fee of \$ _____.

27 **NOTE: Buyer has been informed of the availability of a limited home warranty plan.**

28 **HOME WARRANTY PLAN:** A limited home warranty plan for a term of one year shall be included, effective on the date of closing,
29 provided the Property qualifies for the warranty plan. The cost of the home warranty shall not exceed \$ _____ and will be paid
30 by (Seller) (Buyer) **STRIKE ONE** ("*Seller" if neither is stricken*) at closing. The warranty plan will be provided by the (listing) (cooperating)
31 **STRIKE ONE** broker ("*listing" if neither stricken*). Buyer is advised that a home inspection may detect pre-existing conditions which may not be
32 covered under the warranty plan.

33 **SURVEY MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("*Seller providing"*
34 *if neither stricken*) a map of the Property prepared by a Wisconsin licensed land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's)
35 **STRIKE ONE** ("*Seller's" if neither stricken*) expense. The map shall identify the legal description of the Property, Property boundaries and
36 boundary line dimensions, visible encroachments, the location of improvements and: _____.

37 **STRIKE AND COMPLETE AS APPLICABLE** (Additional map specifications and features may include, but are not limited to: staking all
38 Property corners; specifying how current the map must be; identifying streets, length of street frontage, legal access, length of water
39 frontage, total acreage or square footage, utilities, easements and/or rights-of-way. **CAUTION: Consider the cost and the need for map**
40 **features before selecting them.**) The map shall show no significant encroachment(s) or any information materially inconsistent with any prior
41 representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within 5 days of the earlier of: 1) Buyer's receipt of the map,
42 or 2) the deadline for provision of said map, delivers to Seller, and to listing broker if Property is listed, a copy of the map and a written notice
43 which identifies the significant encroachment or the information materially inconsistent with prior representations.

44 **Federal VA and FHA Mortgage:** If this Offer is contingent upon Buyer obtaining a FHA or Federal VA loan, it is also contingent upon the Parties
45 executing an FHA or Federal VA amendment to the contract which shall give Buyer the right to terminate the Offer if the Property fails to appraise for
46 the purchase price. Seller also agrees to pay lender at time of closing, a tax service fee not to exceed \$100.00.

47 **Federal VA Mortgage:** (Buyer)(Seller) **STRIKE ONE** ("*Seller" if neither is stricken*) agrees to pay the entire funding fee not to exceed _____ % (0% if
48 not filled in) of the mortgage amount. NOTE: Funding fee may not be divided between the parties. Buyer agrees to pay all other costs of securing financing.

49 **State VA Mortgage:** (Buyer)(Seller) **STRIKE ONE** ("*Seller" if neither is stricken*) agrees to pay the loan origination fee not to exceed _____ %
50 (0% if not filled in) of the mortgage amount. Buyer agrees to pay all other costs of securing financing.

51 **Seller's Contribution:** Seller shall give Buyer a loan cost credit at closing in the amount of \$ _____ (*Zero if left blank*)
52 to assist Buyer in purchasing the Property. This is exclusive of any loan fees indicated on the offer to purchase.

53 **READING/UNDERSTANDING:** By initialing and dating below, each Party acknowledges they have received and carefully read both pages of this
54 Addendum. (Initialing below by Seller does not signify acceptance or agreement with the terms of this Addendum.)

55 (X) _____ (X) _____ (X) _____ (X) _____
56 Buyer's Initials ▲ Date ▲ Buyer's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲

57 ■ **BUYER'S RESPONSIBILITY TO ASCERTAIN CONDITION OF THE PROPERTY:** Buyer acknowledges that it is Buyer's responsibility to make certain
 58 that the Property is in a condition that Buyer finds acceptable. Buyer acknowledges that Buyer has made such inspections, tests,
 59 evaluations and independent inquiries as Buyer deemed necessary concerning the Property and existing and proposed conditions and services in
 60 the surrounding area. Buyer acknowledges that in purchasing this Property, Buyer has relied on Buyer's independent inspection and
 61 analysis of the Property and upon the statements, disclosures and representations contained in this Offer, Seller's property condition report (if any)
 62 and any other written statements provided to Buyer. Buyer further acknowledges that neither Seller nor any real estate agents involved in this
 63 transaction have made any representations concerning the Property or the transaction other than those stated in, or incorporated by
 64 reference into, this Offer, or otherwise provided to the Buyer in writing. Buyer agrees that Buyer has not requested Seller nor has any real
 65 estate agent offered to verify the accuracy of any of Seller's or any other third party's statements, disclosures or representations contained in this Offer
 66 unless the request is specifically stated in this Offer.

67 ■ **HAZARDOUS SUBSTANCES:** The Parties are aware that newsmedia and other public information sources indicate that asbestos, lead-based paint,
 68 lead in drinking water, unsafe levels of mold, radium, radon gas and other toxic substances and chemicals within a structure or in soils or water
 69 supplies can cause serious health hazards. Past flooding, water intrusion or leaking or excessive dampness may result in mold growth that may
 70 present health risks. Synthetic stucco and wood composite exterior house siding have been associated with moisture and mold
 71 related problems. Chinese drywall may emit sulfur odors and cause corrosion. Seller represents that, to the best of Seller's knowledge, the
 72 Property does not contain asbestos, lead-based paint, excessive moisture or water intrusions, abnormal or unsafe concentrations of mold, radon
 73 gas, lead, radium, Chinese drywall or other toxic or harmful substances or chemicals, and that there has been no past flooding, water
 74 intrusion, leaking or excessive moisture in the Property. It is recommended that Buyer (a) direct the real estate agents in this transaction to draft
 75 appropriate testing or investigation contingencies and (b) retain appropriate independent experts to test and evaluate the Property with respect to these
 76 substances and situations. See the caution at lines 4-6 and the Testing Contingency at lines 9-23 of this Addendum.

77 ■ **INSPECTIONS, TESTS AND OPINIONS:** It is recommended that Buyer have the Property and specific Property components of concern
 78 inspected by a Wisconsin registered home inspector and qualified independent inspectors/experts. Real estate agents in this transaction may
 79 furnish a list of qualified, independent inspectors and testers to the Parties. Unless provided in writing, no representation has been made as to
 80 the competency of these inspectors/testers. The Party responsible for obtaining an inspection or test shall be solely responsible for
 81 determining the qualifications of the inspector and tester. If a broker orders any inspection or test on behalf of a Party in this transaction, the Parties
 82 agree to hold the broker harmless for any damages or liability resulting from the inspection or test, other than that caused by the
 83 broker's negligence or intentional wrongdoing.

84 ■ **UNDERGROUND PETROLEUM PRODUCT STORAGE TANKS AND BASEMENT FUEL OIL TANKS:** Seller has no knowledge of any
 85 petroleum product contamination on the Property. If there is an abandoned underground storage tank (UST) on the Property, Seller shall, prior to
 86 closing, have a certified remover close the UST and remove it from the Property in conformance with current federal, state and local UST
 87 regulations, and provide Buyer with documentation, including the certified remover's report, confirming such UST closure at least 5 days prior to
 88 closing. Buyer's purchase of the Property may trigger the requirement to remove any USTs previously filled with water or inert solids and closed in
 89 place. Seller shall provide Buyer at least 5 days prior to closing with documentation confirming that any in-use UST is registered and meets all
 90 current state overfill and spill prevention, corrosion protection and operating standards. Buyer shall notify the Department of Commerce of the change
 91 of ownership of any in-use UST within 15 days of closing. Closures of basement heating oil tanks do not require a certified remover and the tank need
 92 not be removed from the site. Find local Commerce tank staff contact information: <http://commerce.wi.gov/ER/ER-BST-StaffStateMap.html>

93 ■ **MUNICIPAL REPORT/ CODE COMPLIANCE:** Seller agrees to provide Buyer with written verification of paid real estate taxes, current or planned
 94 special assessments and any unpaid municipal charges affecting the Property, if such a statement is available from the municipality in which the
 95 Property is located. This statement shall be provided prior to closing, at Seller's expense. Seller also shall provide, at Seller's cost, any Certificate of
 96 Code Compliance, Occupancy Permit or similar government documentation as may be required under applicable municipal code at or before closing.

97 ■ **ZONING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS AND NON-CONFORMING STRUCTURES:** Municipal zoning and
 98 building restrictions currently affect the use of the Property, and comprehensive plans, while strictly advisory, may affect the future use or value of
 99 the Property by influencing future development (residential, commercial, transit systems, etc.) in the municipality. Buyer is informed that some
 100 buildings are considered legal non-conforming structures because they no longer conform to current dimensional zoning standards due to
 101 zoning standards and ordinances enacted after the building was constructed. Significant restrictions may limit Buyer's ability to remodel,
 102 repair, replace or enlarge an existing non-conforming structure (consider special hazard insurance if Property is non-conforming). Buyer is
 103 encouraged to contact the appropriate municipal authorities regarding zoning and building restrictions and comprehensive plans if these issues are
 104 material to Buyer's decision to purchase.

105 ■ **INSURANCE ISSUES:** The claims history of the Property, Buyer's credit history (credit score), Buyer's insurance claims history, Buyer's lifestyle
 106 (e.g., large dogs, trampoline, etc.) and the condition of the Property, including the type of electrical service (tube or aluminum wiring, fuses, less than
 107 100 amps) and the hazards described at lines 67-76, may substantially increase Buyer's homeowner's insurance premiums or make the Property
 108 difficult to insure. Seller agrees to allow representatives of Buyer's insurance company reasonable access to the Property upon advance notice for
 109 inspections required for Buyer's homeowner's insurance application or policy. Buyer agrees to apply for insurance promptly to ensure insurance
 110 coverage will be in place upon closing. The Parties are advised to contact their insurance agents with questions regarding insurability conditions and costs.

111 ■ **FLOOD PLAINS/WETLANDS/SHORELAND:** Professional assistance may be required to interpret flood plain, wetlands and shoreland maps. If
 112 Buyer's lender requires flood plain insurance, Buyer agrees to pay the cost of the flood plain insurance.

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