

**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): \_\_\_\_\_

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

61 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of  
 62 the Offer.

63 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running  
 64 from acceptance provide adequate time for both binding acceptance and performance.**

### 65 **DEFINITIONS**

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

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

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

75 ■ **COMMON ELEMENTS:** Wis. Stat. § 703.02(2) provides that, "'Common elements' mean all of a condominium except its units." In a  
 76 typical residential Condominium project, the Common Elements may include the land, structural and common parts of buildings  
 77 (entranceway, halls, elevator, meeting room, etc.), landscaping, roads, any outside parking areas, outdoor lighting, any recreational  
 78 facilities (swimming pool, tennis courts, clubhouse, etc.) and all other common areas and amenities. The Common Elements are owned  
 79 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  
 80 all Common Elements. Thus, the Unit owner would own an undivided one percent interest in the tennis courts, road, parking lot, etc.

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

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

- 85 a. Defects in the roof.
- 86 b. Defects in the electrical system.
- 87 c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in the sale.
- 88 d. Defects in the heating and air conditioning system (including the air filters and humidifiers).
- 89 e. Defects in the well, including unsafe well water.
- 90 f. Property is served by a joint well.
- 91 g. Defects in the septic system or other sanitary disposal system.
- 92 h. Underground or aboveground fuel storage tanks on or previously located on the Property. (If "yes", the owner, by law, may have to  
 93 register the tanks with the Department of Commerce at P.O. Box 7970, Madison, Wisconsin, 53707, whether the tanks are in use or  
 94 not. Regulations of the Department of Commerce may require the closure or removal of unused tanks.)
- 95 i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased).
- 96 j. Defects in the basement or foundation (including cracks, seepage and bulges).
- 97 k. Property is located in a floodplain, wetland or shoreland zoning area.
- 98 l. Defects in the structure of the Property.
- 99 m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.
- 100 n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).
- 101 o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint, lead in  
 102 soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the premises. **Note: specific  
 103 federal lead paint disclosure requirements must be complied with in the sale of most residential properties built before  
 104 1978.**
- 105 p. Presence of asbestos or asbestos-containing materials on the premises.
- 106 q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances on  
 107 neighboring properties.
- 108 r. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect infestations.
- 109 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.
- 110 t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership without  
 111 required permits.
- 112 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.
- 113 v. Notice of property tax increases, other than normal annual increases, or pending property reassessment.
- 114 w. Remodeling that may increase Property's assessed value.
- 115 x. Proposed or pending special assessments.
- 116 y. Property is located within a special purpose district, such as a drainage district, that has the authority to impose assessments against  
 117 the real property located within the district.
- 118 z. Proposed construction of a public project that may affect the use of the Property.
- 119 aa. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses, rights-of-  
 120 way, easements or another use of a part of the Property by nonowners, other than recorded utility easements.
- 121 bb. Structure on the Property is designated as a historic building or that part of the Property is in a historic district.
- 122 cc. Any land division involving the subject Property, for which required state or local permits had not been obtained.
- 123 dd. Violation of state or local smoke and carbon monoxide detector laws.
- 124 ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- 125 ff. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that obligates the  
 126 owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county.
- 127 gg. Other Defects affecting the Property.

128 **(Definitions Continued on page 5)**

129 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or  
130 knowledge of Conditions Affecting the Property or Transaction (lines 83-127) with regard to the Unit, Condominium Common Elements  
131 and Limited Common Elements, other than those identified in Seller's Real Estate Condition Report dated \_\_\_\_\_  
132 \_\_\_\_\_, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by  
133 reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and \_\_\_\_\_  
134 \_\_\_\_\_

135 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

136 **CLOSING** This transaction is to be closed no later than \_\_\_\_\_  
137 \_\_\_\_\_ at the place selected by Seller, unless otherwise agreed by the Parties in writing.  
138 Immediately after closing, Buyer and Seller shall notify the Condominium Association, and any Additional Association, of the transfer.

139 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at  
140 lines 174-188 or 514-519 or in an addendum attached per line 513. At time of Buyer's occupancy, the Unit and any Limited Common  
141 Elements (used exclusively by the Unit owner) shall be in broom swept condition and free of all debris and personal  
142 property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be  
143 given subject to tenant's rights, if any.

144 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate  
145 taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association and Condominium Association  
146 standard recurring assessments and fees, fuel and \_\_\_\_\_.

147 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

148 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.  
149 Real estate taxes shall be prorated at closing based on **[CHECK BOX FOR APPLICABLE PRORATION FORMULA]**:

- 150  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are  
151 defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO  
152 BOX IS CHECKED)
- 153  Current assessment times current mill rate (current means as of the date of closing)
- 154  Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or  
155 or current year if known, multiplied by current mill rate (current means as of the date of closing)
- 156

157 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially**  
158 **different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation,**  
159 **remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.**

160  Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual  
161 tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward  
162 a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's  
163 receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete,  
164 not the responsibility of the real estate brokers in this transaction.

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

168 \_\_\_\_\_ . Insert additional terms, if any, at lines 174-188 or 514-519 or attach as an addendum per line 513.

169 **CAUTION: The Association may have the power to prohibit, limit or regulate Unit rentals now or in the future.**

170 **RENTAL WEATHERIZATION** This transaction (is) (is not) **[STRIKE ONE]** exempt from Wisconsin Rental Weatherization Standards  
171 (Wis. Admin. Code Ch. Comm 67). If not exempt, (Buyer) (Seller) **[STRIKE ONE]** ("Buyer" if neither is stricken) shall be responsible for  
172 compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall  
173 provide a Certificate of Compliance at closing.

174 **ADDITIONAL PROVISIONS/CONTINGENCIES** \_\_\_\_\_  
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189 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property which includes 1-4 dwelling units to provide buyers  
 190 with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been inhabited, sales exempt  
 191 from the real estate transfer fee, and sales by certain court-appointed fiduciaries (for example, personal representatives who have never  
 192 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  
 193 property shall furnish, not later than 10 days after acceptance of the contract of sale . . . , to the prospective buyer of the property a  
 194 completed copy of the report . . . A prospective buyer who does not receive a report within the 10 days may, within 2 business days after  
 195 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  
 196 agent." Buyer may also have certain rescission rights if a Real Estate Condition Report disclosing defects is furnished before expiration of  
 197 the 10 days, but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for additional  
 198 information regarding rescission rights. Wis. Stat. § 709.03 provides that when the Property is a Condominium Unit, the property to which  
 199 the Real Estate Condition Report applies is the Condominium Unit, the Common Elements of the Condominium and any Limited  
 200 Common Elements that may be used only by the owner of the Condominium Unit being transferred. Wis. Stat. § 709.02(2) requires that  
 201 Seller also furnish a Condominium addendum to the Real Estate Condition Report and a copy of the executive summary along with the  
 202 Real Estate Condition Report.

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

204 **■ CONDOMINIUM DISCLOSURE MATERIALS:** Seller agrees to provide Buyer, within 10 days of acceptance of Offer, but no later than  
 205 15 days prior to closing, current and accurate copies of the Condominium disclosure materials required by Wis. Stat.  
 206 § 703.33. The Condominium disclosure materials include a copy of the following and any amendments to any of these [except as may be  
 207 limited for small Condominiums with no more than 12 units per Wis. Stat. § 703.365(1)(b) and (8)]:

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

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

- 221 (1) a declarant's statement based on an independent engineer's or architect's report describing the present condition of structural,  
 222 mechanical and electrical installations;
- 223 (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  
 224 (3) a list of notices of uncured code or other municipal violations, including an estimate of the costs of curing the violations.

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

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

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

235 **■ ADDITIONAL CONDOMINIUM ISSUES:** In addition to review of the disclosure materials required to be provided by Wis. Stat. §  
 236 703.33, Buyer may wish to consider reviewing other Condominium materials as may be available, such as copies of: the  
 237 Condominium Association's financial statements for the last two years, the minutes of the last 3 Unit owners' meetings, the minutes of  
 238 Condominium board meetings during the 12 months prior to acceptance, information about contemplated or pending Condominium  
 239 special assessments, the Association's certificate of insurance, a statement from the Association indicating the balance of reserve  
 240 accounts controlled by the Association, a statement from the Association of the amount of any unpaid assessments on the Unit (per  
 241 Wis. Stat. § 703.165), any Common Element inspection reports (e.g. roof, swimming pool, elevator and parking garage inspections,  
 242 etc.), any pending litigation involving the Association and the Declaration, bylaws, budget and/or most recent financial statement of  
 243 any master association or Additional Association the Unit may be part of. Contingencies for review and approval of those additional  
 244 materials which may be available may be provided for in additional contingencies per lines 174-188 or 514-519 or in an addendum per  
 245 line 513. Because not all of these materials may exist or be available from the Condominium Association, Seller may wish to verify  
 246 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.**

247

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

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

258  **FIXED RATE FINANCING** The annual rate of interest shall not exceed \_\_\_\_\_ %.

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

263 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  
264 in an addendum attached per line 513.

265 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan,  
266 and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another  
267 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.

268 **Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall**  
269 **satisfy Buyer's financing contingency, if after review of the loan commitment Buyer has directed, in writing, delivery of the loan**  
270 **commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if**  
271 **accompanied by a notice of unacceptability.**

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

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

278 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an  
279 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of  
280 lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have  
281 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  
282 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  
283 be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness  
284 for Seller financing.

285 ■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party in control of  
286 Buyer's funds, shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If  
287 such written evidence is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may  
288 not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser  
289 access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting  
290 any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a  
291 financing contingency.

292  **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised, at  
293 Buyer's expense, by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the  
294 date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency  
295 shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the appraisal report which  
296 indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of  
297 termination.

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

300 **DEFINITIONS CONTINUED FROM PAGE 2**

301 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day  
302 the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as  
303 a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any  
304 other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that  
305 day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated  
306 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  
307 or as the day of a specific event, such as closing, expire at midnight of that day.

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

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

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

317 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to  
 318 be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the  
 319 premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden  
 320 bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods;  
 321 blinds and shutters; central heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps;  
 322 attached or fitted floor coverings; awnings; attached antennas; garage door openers and remote controls; installed security systems;  
 323 central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage  
 324 buildings on permanent foundations and docks/piers on permanent foundations.

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

327 ■ **LIMITED COMMON ELEMENTS:** Wis. Stat. § 703.02(10) provides that, "'Limited common element' means a common element  
 328 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."  
 329 A Unit owner does not own a Limited Common Element, except for the percentage interest in the Common Elements, but is the only one  
 330 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  
 331 Declaration or the Condominium rules. Limited Common Elements may include a storage area, patio, balcony, garage parking space or a  
 332 boat slip.

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

334 ■ **UNIT:** Wis. Stat. § 703.02(15) provides, "'Unit' means a part of a condominium intended for any type of independent use, including one  
 335 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  
 336 thereof, in a building. A unit may include 2 or more noncontiguous areas." The Unit owner is entitled to exclusive ownership and  
 337 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  
 338 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  
 339 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  
 340 included in a given Unit depends on how the term "Unit" is defined in the Condominium Declaration and plat.

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

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

346 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Unit and any Limited Common Elements  
 347 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  
 348 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  
 349 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  
 350 shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly  
 351 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  
 352 such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Unit, plus a credit towards the  
 353 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  
 354 mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Unit.

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

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

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

368 If **Buyer defaults**, Seller may:

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

371 If **Seller defaults**, Buyer may:

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

374 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 ▲