

Approved by Wisconsin Department of Regulation and Licensing  
4-1-99 (Optional Use Date)  
11 - 1 -99 (Mandatory Use Date)

**WB-11 RESIDENTIAL OFFER TO PURCHASE**

1 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] \_\_\_\_\_

4 \_\_\_\_\_ in the \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_

5 Wisconsin (Insert additional description, if any, at lines 180 - 186, 318 - 321 or attach as an addendum per line 316), on the following terms:

6 ■ PURCHASE PRICE: \_\_\_\_\_

7 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

8 ■ EARNEST MONEY of \$ \_\_\_\_\_ accompanies this Offer and earnest money of \$ \_\_\_\_\_

9 will be paid within \_\_\_\_\_ days of acceptance.

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

11 ■ ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE: Seller shall include in the purchase price and transfer, free and clear

12 of encumbrances, all fixtures, as defined at lines 124 - 132 and as may be on the Property on the date of this Offer, unless excluded

13 at lines 15 - 16, and the following additional items: \_\_\_\_\_

14 \_\_\_\_\_

15 ■ ITEMS NOT INCLUDED IN THE PURCHASE PRICE: \_\_\_\_\_

16 \_\_\_\_\_

17 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on

18 separate but identical copies of the Offer. **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider**

19 **whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

20 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or

21 before \_\_\_\_\_. **CAUTION: This offer may be withdrawn prior to delivery of the accepted Offer.**

22 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICE** Unless otherwise stated in this Offer, delivery of documents and written notices

23 to a Party shall be effective only when accomplished by one of the methods specified at lines 24 - 33.

24 (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

25 with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 27 or

26 29 (if any) for delivery to the Party's delivery address at lines 28 or 30.

27 Seller's recipient for delivery (optional): \_\_\_\_\_

28 Seller's delivery address: \_\_\_\_\_

29 Buyer's recipient for delivery (optional): \_\_\_\_\_

30 Buyer's delivery address: \_\_\_\_\_

31 (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 27 or 29.

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

33 Buyer: ( \_\_\_\_\_ ) \_\_\_\_\_ Seller: ( \_\_\_\_\_ ) \_\_\_\_\_

34 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer (lines

35 293 through 297). At time of Buyer's occupancy, Property shall be free of all debris and personal property except for personal property

36 belonging to current tenants, or that sold to Buyer or left with Buyers consent. Occupancy shall be given subject to tenant's rights, if any.

37 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Sellers rights under said

38 lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE**

39 lease(s), if any, are \_\_\_\_\_

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

41 Standards (Wis. Admin. Code Comm 67). If not exempt, (Buyer) (Seller) **STRIKE ONE** will be responsible for compliance,

42 including all costs. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at closing.

43 **PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's mortgagee or \_\_\_\_\_

44 \_\_\_\_\_ no later than \_\_\_\_\_, \_\_\_\_\_ unless another date or place is agreed to in writing.

45 **CLOSING PRORATIONS** The following items shall be prorated at closing: real estate taxes, rents, water and sewer use charges,

46 garbage pick-up and other private and municipal charges, property owner's association assessments, fuel and \_\_\_\_\_

47 \_\_\_\_\_. Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day

48 prior to closing. Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if

49 known, otherwise on the net general real estate taxes for the preceding year ) ( \_\_\_\_\_

50 \_\_\_\_\_ ). **STRIKE AND COMPLETE AS APPLICABLE**

51 **CAUTION: If proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending**

52 **reassessment changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.**

53 **PROPERTY CONDITION PROVISIONS**

54 ■ PROPERTY CONDITION REPRESENTATIONS: Seller represents to Buyer that as of the date of acceptance Seller has no notice

55 or knowledge of conditions affecting the Property or transaction (see below) other than those identified in Seller's Real Estate

56 Condition Report dated \_\_\_\_\_, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this

57 Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and \_\_\_\_\_

58 \_\_\_\_\_ **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT** \_\_\_\_\_.

- 59   ▪ A "condition affecting the Property or transaction" is defined as follows:
- 60 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the  
61 Property or the present use of the Property;
- 62 (b) completed or pending reassessment of the Property for property tax purposes;
- 63 (c) government agency or court order requiring repair, alteration or correction of any existing condition;
- 64 (d) construction or remodeling on Property for which required state or local permits had not been obtained;
- 65 (e) any land division involving the subject Property, for which required state or local approvals had not been obtained;
- 66 (f) violation of applicable state or local smoke detector laws; **NOTE: State law requires operating smoke detectors on all levels  
67 of all residential properties.**
- 68 (g) any portion of the Property being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or federal laws;
- 69 (h) that a structure on the Property is designated as an historic building or that any part of Property is in an historic district;
- 70 (i) structural inadequacies which if not repaired will significantly shorten the expected normal life of the Property;
- 71 (j) mechanical systems inadequate for the present use of the Property;
- 72 (k) insect or animal infestation of the Property;
- 73 (l) conditions constituting a significant health or safety hazard for occupants of Property; **NOTE: Specific federal lead paint  
74 disclosure requirements must be complied with in the sale of most residential properties built before 1978.**
- 75 (m) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not  
76 limited to gasoline and heating oil which are currently or which were previously located on the Property; **NOTE: Wis. Adm. Code,  
77 Chapter Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.**
- 78 (n) material violations of environmental laws or other laws or agreements regulating the use of the Property;
- 79 (o) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;
- 80 (p) other conditions or occurrences which would significantly reduce the value of the Property to a reasonable person with  
81 knowledge of the nature and scope of the condition or occurrence.
- 82   ▪ **REAL ESTATE CONDITION REPORT:** Wisconsin law requires owners of property which includes 1-4 dwelling units to provide  
83 buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been inhabited,  
84 sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal  
85 representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The law provides:  
86 "709.02 Disclosure. . . the owner of the property shall furnish, not later than 10 days after acceptance of the contract of sale. . . ,  
87 to the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report within  
88 the 10 days may, within 2 business days after the end of that 10 day period, rescind the contract of sale. . . by delivering a written  
89 notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if a Real Estate Condition  
90 Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is submitted to Seller. Buyer should  
91 review the report form or consult with an attorney for additional information regarding these rescission rights.
- 92   ▪ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges that any land, building or room dimensions, or total acreage  
93 or building square footage figures, provided to Buyer by Seller or by a Broker, may be approximate because of rounding or other  
94 reasons, unless verified by survey or other means. Buyer also acknowledges that there are various formulas used to calculate  
95 total square footage of buildings and that total square footage figures will vary dependent upon the formula used. **CAUTION: Buyer  
96 should verify total square footage formula, total square footage/acreage figures, land, building or room dimensions, if material.**
- 97   ▪ **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the  
98 inspections are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such  
99 inspection reports to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property  
100 to its original condition after Buyer's inspections are completed, unless otherwise agreed with Seller. An "inspection" is defined as  
101 an observation of the Property which does not include testing of the Property, other than testing for leaking carbon monoxide, or  
102 testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized.
- 103   ▪ **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of  
104 the Property. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the  
105 Property and the laboratory or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically  
106 provided for at lines 180 - 186, 318 - 321 or in an addendum per line 316. Note: Any contingency authorizing such tests should  
107 specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present),  
108 any limitations on Buyer's testing and any other material terms of the contingency (e.g., Buyer's obligation to return the Property to  
109 its original condition). Seller acknowledges that certain inspections or tests may detect environmental pollution which may be  
110 required to be reported to the Wisconsin Department of Natural Resources.
- 111   ▪ **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing,  
112 Buyer shall have the right to inspect the Property to determine that there has been no significant change in the condition of the  
113 Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has elected to cure have  
114 been repaired in a good and workmanlike manner.
- 115   ▪ **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing  
116 or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear.  
117 If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be  
118 obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. If the damage shall exceed  
119 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should  
120 Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage  
121 to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy. However, if this  
122 sale is financed by a land contract or a mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of  
123 restoring the Property.
- 124   ▪ **FIXTURES** A "Fixture" is defined as an item of property which is physically attached to or so closely associated with land or  
125 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily  
126 removable without damage to the Property, items specifically adapted to the Property, and items customarily treated as fixtures,  
127 including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting  
128 fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment;  
129 water heaters and softeners; sump pumps; attached or fitted floor coverings; awnings; attached antennas, satellite dishes and  
130 component parts; garage door openers and remote controls; installed security systems; central vacuum systems and accessories;  
131 in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent  
132 foundations and docks/piers on permanent foundations. **NOTE: The terms of the Offer will determine what items are  
133 included/excluded. Address rented fixtures (e.g., water softeners), if any.**

134 **PROPERTY ADDRESS** \_\_\_\_\_

135 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy;  
136 (4) date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in this Offer except: \_\_\_\_\_

137 \_\_\_\_\_ If "Time is of the Essence" applies  
138 to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does not  
139 apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

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

147 **THE FINANCING CONTINGENCY PROVISIONS AT LINES 149 -163 ARE A PART OF THIS OFFER IF LINE 149 IS MARKED,**  
148 **SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 149 IS MARKED N/A OR IS NOT MARKED.**

149  **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a \_\_\_\_\_

150 **INSERT LOAN PROGRAM OR SOURCE** first mortgage loan commitment as described below, within \_\_\_\_\_ days of acceptance of this Offer.  
151 The financing shall be in an amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years,  
152 amortized over not less than \_\_\_\_\_ years. Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_.  
153 Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private  
154 mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to  
155 exceed \_\_\_\_\_% of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's  
156 other closing costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted  
157 to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain  
158 the term and amortization stated above. **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 159 OR 160.**

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

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

164 **LOAN COMMITMENT:** Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and  
165 to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other  
166 financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan  
167 commitment at line 150. **Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy**  
168 **the Buyer's financing contingency unless accompanied by a notice of unacceptability. CAUTION. BUYER, BUYER'S LENDER AND**  
169 **AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR**  
170 **APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

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

173 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already  
174 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same  
175 including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this  
176 Offer, Seller shall then have 10 days to give Buyer written notice of Seller's decision to finance this transaction on the same terms  
177 set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's  
178 notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably  
179 appropriate to determine Buyer's credit worthiness for Seller financing.

180 **ADDITIONAL PROVISIONS/CONTINGENCIES** \_\_\_\_\_  
181 \_\_\_\_\_  
182 \_\_\_\_\_  
183 \_\_\_\_\_  
184 \_\_\_\_\_  
185 \_\_\_\_\_  
186 \_\_\_\_\_

187 **TITLE EVIDENCE**

188 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or  
189 other conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances  
190 and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building  
191 and use restrictions and covenants, general taxes levied in the year of closing and \_\_\_\_\_

192 \_\_\_\_\_ (provided none  
193 of the foregoing prohibit present use of the Property), which constitutes merchantable title for purposes of this transaction. Seller  
194 further agrees to complete and execute the documents necessary to record the conveyance. **WARNING: Municipal and zoning**  
195 **ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore**  
196 **should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than current use.**

197 **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount  
198 of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE**  
199 **EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**

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

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

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

219 **DELIVERY/RECEIPT** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated  
 220 in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be  
 221 considered an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to,  
 222 or actual receipt by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent  
 223 of the Party receiving the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been  
 224 received by the other Party. **The delivery/receipt provisions in this Offer may be modified when appropriate (e.g., when mail delivery is**  
 225 **not desirable (see lines 24 - 30) or when a party will not be personally available to receive a notice (see line 286)).** Buyer and Seller  
 226 authorize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other  
 227 settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

228 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions  
 229 of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability  
 230 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  
 234 return the 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  
 240 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead  
 241 of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those  
 242 disputes covered by the arbitration agreement.

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

#### 247 **EARNEST MONEY**

248 ▪ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (buyer's  
 249 agent if Property is not listed or Seller's account if no broker is involved), until applied to purchase price or otherwise disbursed as  
 250 provided in the Offer. **CAUTION. Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties**  
 251 **or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

252 ▪ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after  
 253 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At  
 254 closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall  
 255 be disbursed according to a written disbursement agreement signed by all Parties to this Offer (Note: Wis. Adm. Code s. RL  
 256 18.09(1)(b) provides that an offer to purchase is not a written disbursement agreement pursuant to which the broker may disburse).  
 257 If said disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse  
 258 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2)  
 259 into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any  
 260 other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an  
 261 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed  
 262 \$250, prior to disbursement.

263 ▪ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in  
 264 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to  
 265 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or  
 266 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.  
 267 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4  
 268 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their  
 269 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith  
 270 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing regulations  
 271 concern no earnest money. See Wis. Adm. Code Ch. RL 18

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

275 **PROPERTY ADDRESS:** \_\_\_\_\_

276 **OPTIONAL PROVISIONS: THE PROVISIONS ON LINES 278 THROUGH 317 ARE A PART OF THIS OFFER IF MARKED, SUCH AS WITH AN "X"**  
277 **THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK (EXCEPT AS PROVIDED AT LINES 280 - 281).**

278  **SALE OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the sale and closing of Buyer's property  
279 located at \_\_\_\_\_, no later than  
280 \_\_\_\_\_. Seller may keep Seller's Property on the market for sale and accept secondary offers. **If this contingency is**  
281 **made a part of this Offer, lines 282 - 286 are also a part of this offer unless marked N/A at line 282 or otherwise deleted.**

282  **CONTINUED MARKETING:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer of  
283 acceptance. If Buyer does not deliver to Seller a written waiver of sale of Buyer's property contingency and \_\_\_\_\_  
284 \_\_\_\_\_ **[INSERT OTHER**

285 **REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR PROVIDING**  
286 **EVIDENCE OF SALE OR BRIDGE LOAN, etc.)] within \_\_\_\_\_ hours of Buyer's actual receipt of said notice, this Offer shall be null and void.**

287  **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of  
288 written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any  
289 deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may  
290 declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer  
291 is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days after acceptance of this Offer. All other Offer  
292 deadlines which are run from acceptance shall run from the time this Offer becomes primary.

293  **PRE/POST CLOSING OCCUPANCY:** Occupancy of \_\_\_\_\_ shall be  
294 given to Buyer on \_\_\_\_\_ at \_\_\_\_\_ am/pm. (Seller) (Buyer) **[STRIKE ONE]** shall pay an  
295 occupancy charge of \$\_\_\_\_\_ per day or partial day of pre/post-closing occupancy. Payment shall be due at the beginning of the  
296 occupancy period. Any unearned post closing occupancy fee (shall)(shall not) **[STRIKE ONE]** be refunded based on actual occupancy.

297 **CAUTION. Consider a special agreement regarding occupancy escrow, insurance, utilities, maintenance, keys, etc.**

298  **INSPECTION CONTINGENCY:** This Offer is contingent upon a Wisconsin registered home inspector performing a home  
299 inspection of the Property, and an inspection, by a qualified independent inspector, of \_\_\_\_\_  
300 \_\_\_\_\_ which discloses no defects as defined below. This contingency

301 shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller, and to listing broker if Property is  
302 listed, a copy of the inspector's written inspection report(s) and a written notice listing the defect(s) identified in the inspection  
303 report(s) to which Buyer objects. **CAUTION: A proposed amendment will not satisfy this notice requirement.** Buyer shall order  
304 the inspection and be responsible for all costs of inspection, including any inspections required by lender or as follow-up inspections to  
305 the home inspection. **Note: This contingency only authorizes inspections, not testing. (See lines 97 - 110.)**

306  **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 indicated.)  
307 If seller has right to cure, Seller may satisfy this contingency by: (1) delivering a written notice within 10 days of receipt of Buyer's notice of Seller's election  
308 to cure defects, (2) curing the defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the work done no later than  
309 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the above notice and report and: (1) Seller does not have a right  
310 to cure or (2) Seller has right to cure but: a) Seller delivers notice that Seller will not cure or b) Seller does not timely deliver the notice of election to cure.

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

316  **ADDENDA:** The Attached \_\_\_\_\_ is/are made part of this Offer.

317 **ADDITIONAL PROVISIONS/CONTINGENCIES** \_\_\_\_\_  
318 \_\_\_\_\_  
319 \_\_\_\_\_  
320 \_\_\_\_\_

321 This Offer was drafted on \_\_\_\_\_ [date] by [Licensee and firm] \_\_\_\_\_.

322 (x) \_\_\_\_\_

323 Seller's Signature ▲ Print Name Here: ► \_\_\_\_\_ Social Security No. or FEIN ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

324 (x) \_\_\_\_\_

325 Seller's Signature ▲ Print Name Here: ► \_\_\_\_\_ Social Security No. or FEIN ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

326 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 8 of the above Offer. **(See lines 247 - 271.)**

327 \_\_\_\_\_ Broker (By) \_\_\_\_\_

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

331 (x) \_\_\_\_\_

332 Buyer's Signature ▲ Print Name Here: ► \_\_\_\_\_ Social Security No. or FEIN ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

333 (x) \_\_\_\_\_

334 Buyer's Signature ▲ Print Name Here: ► \_\_\_\_\_ Social Security No. or FEIN ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

335 This Offer was presented to Seller by \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m.

336 **THIS OFFER IS REJECTED** \_\_\_\_\_ **THIS OFFER IS COUNTERED [See attached counter]** \_\_\_\_\_

337 Seller Initials ▲ Date ▲ \_\_\_\_\_ Seller Initials ▲ Date ▲ \_\_\_\_\_