

**ADDENDUM A TO OFFER TO PURCHASE**

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

4 **OPTIONAL PROVISIONS: THE PROVISIONS ON LINES 6 - 38 AND LINES 185 - 198 ARE PART OF THIS ADDENDUM IF MARKED,**  
 5 **SUCH AS WITH AN "X." THEY ARE NOT PART IF MARKED N/A OR ARE LEFT BLANK (EXCEPT AS PROVIDED AT LINES 74-76).**

6  **TESTING CONTINGENCY:** Broker recommends that Buyer have the Property tested for all conditions that Buyer considers material to  
 7 the transaction. This Offer is contingent upon Buyer obtaining a current written report from a qualified independent expert documenting the  
 8 results of the following tests which shall be done pursuant to applicable industry/government testing protocols (*Note: insert tests to be performed,*  
 9 *e.g., asbestos, mold, lead-based paint, radon, or other substances or conditions which may affect the health of occupants or the value or*  
 10 *structure of the Property*): \_\_\_\_\_

11 \_\_\_\_\_ within \_\_\_\_\_ days (*15 days if left blank*) of  
 12 acceptance, at (Buyer's)(Seller's)  **STRIKE ONE** expense (*Buyer if neither is struck*). Seller (shall)(shall not)  **STRIKE ONE** have the  
 13 right to cure. (*Seller shall have a right to cure if no choice is indicated.*) See right to cure lines 39-50.

14  **WELL WATER CONTINGENCY:** If there is an active well serving the Property this Offer is contingent upon Buyer receiving, no later  
 15 than \_\_\_\_\_ days (*15 if left blank*) before closing, a report dated no earlier than 30 days before the date set for closing from a state-approved or  
 16 other qualified lab which indicates that the well(s) is/are supplying water which is within the levels established by federal or state laws regulating  
 17 public water systems for safe human consumption for the following substances: bacteria (of the Coliform group) and \_\_\_\_\_

18 \_\_\_\_\_  
 19 \_\_\_\_\_ (*Note: if desired insert other*  
 20 *substances which may affect the safety of drinking water such as: nitrates, lead, etc.*) (Buyer) (Seller)  **STRIKE ONE** (*Seller if neither is*  
 21 *struck*) shall be responsible for obtaining the report(s), including all costs, and agrees to promptly provide copies of all reports received to the  
 22 other Party and listing and selling broker(s), if any. All water samples used for testing shall be taken by a licensed plumber or other independent,  
 23 qualified person. Seller (shall)(shall not)  **STRIKE ONE** have the right to cure. (*Seller shall have a right to cure if no choice is indicated.*)  
 24 See lines 39-50 regarding right to cure. (*See DNR Web site: <http://www.dnr.state.wi.us/org/water/dwg/priweltp.htm> for testing guidelines.*)

25  **WELL SYSTEM INSPECTION CONTINGENCY:** If the Property is served by an active well(s) other than a community well (*see lines*  
 26 *51-55 regarding shared well agreements, see lines 77-79 regarding abandoned wells*) this Offer is contingent upon Buyer receiving no later  
 27 than \_\_\_\_\_ days (*15 if left blank*) before closing a report(s) dated no earlier than 30 days before the date set for closing from a licensed pump  
 28 installer or a licensed well driller competent to inspect well systems, which indicates that the well(s) and pressure system(s) conform to the  
 29 code in effect at the time they were installed and are not disapproved for current use. (Buyer) (Seller)  **STRIKE ONE** (*Seller if neither is*  
 30 *struck*) shall be responsible for obtaining the report(s), including all costs. Seller (shall)(shall not)  **STRIKE ONE** have the right to cure.  
 31 (*Seller shall have a right to cure if no choice is indicated.*) See lines 39-50 regarding right to cure.

32  **PRIVATE SANITARY SYSTEM INSPECTION CONTINGENCY:** If the Property is served by a private sanitary system this Offer is  
 33 contingent upon Buyer receiving no later than \_\_\_\_\_ days before closing (*15 if left blank*) a report dated no earlier than \_\_\_\_\_ days before the date  
 34 set for closing (*30 if left blank*) from a county sanitarian, licensed master plumber, licensed master plumber-restricted sewer, licensed plumber  
 35 designer, registered engineer, certified POWTS inspector, certified septage operator or a certified soils tester, which indicates that the private  
 36 sanitary system is not disapproved for current use. (Buyer) (Seller)  **STRIKE ONE** (*Seller if neither is struck*) shall be responsible for obtaining  
 37 the report, including all costs other than pumping costs. The private sanitary system is to be pumped at time of inspection at Seller's expense.  
 38 Seller (shall)(shall not)  **STRIKE ONE** have the right to cure. (*Seller shall have a right to cure if no choice is indicated.*) See lines 39-50.

39 **RIGHT TO CURE REGARDING CONTINGENCIES AT LINES 6, 14, 25 & 32**

40 Each contingency selected above (testing, well water, well system or private sanitary system) shall be deemed satisfied unless Buyer, within  
 41 five days of the earlier of: 1) Buyer's receipt of the applicable testing, water, well or sanitary system reports(s) or 2) the deadline for delivery of  
 42 said report(s), delivers to Seller, and listing broker if Property is listed, a copy of the report(s) and a written notice identifying the defect(s) to  
 43 which Buyer objects. If Seller was granted the right to cure in a contingency above Seller may satisfy the contingency by (1) delivering a written  
 44 notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a  
 45 good and workmanlike manner and (3) delivering to Buyer a written report detailing the work done within three days prior to closing. This Offer  
 46 shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1) Seller does not have the  
 47 right to cure; or (2) Seller has a right to cure but: a) Seller delivers written notice that Seller will not cure or b) Seller does not timely deliver the  
 48 written notice of election to cure. For the purposes of this contingency, Defect is defined per the offer to purchase. Cures of defects in private  
 49 sanitary systems may be accomplished only by repairing the current private sanitary system or by replacing the current private sanitary system  
 50 with the same type of system which meets the applicable standard stated above, unless otherwise agreed to in writing.

51  **SHARED WELL AGREEMENT:** If the well providing drinking water to the Property is a private shared well Seller shall, at Seller's expense,  
 52 provide Buyer with a copy of a shared well agreement which provides standards for operation, maintenance and use of the shared well for  
 53 residential purposes no later than fifteen (15) days before closing. Unless this sentence is struck the agreement shall provide for the prorata  
 54 cost sharing for all parcels included in the agreement. If the agreement has not already been recorded, it shall be provided in recordable form  
 55 with recording fees to be Seller's expense at closing.

56  **CODE COMPLIANCE/OCCUPANCY:** Seller shall provide to Buyer, prior to closing, any Certificate of Code Compliance (does NOT include  
 57 rental Certificate of Exterior Code Compliance) or Occupancy Permit as may be required by the municipality. Seller agrees to complete:

- 58  **CHECK A or B** (*If neither is checked B is deemed checked*)  
 59  A. All work orders required to obtain the above Certificate of Code Compliance or Occupancy Permit.  
 60  B. The total of all work orders not to exceed \$ \_\_\_\_\_ (*\$400 if left blank*). **Buyer shall pay the balance of the**

61 costs of the work orders unless the Buyer delivers written notice to Seller of Buyer's refusal within 7 days of Seller's delivery of the  
 62 work orders to Buyer. Within three days after receipt of the Buyer's written notice, Seller may deliver written notice to Buyer of  
 63 Seller's election to declare the Offer null and void. If Seller does not timely deliver said notice to Buyer, Seller shall pay the balance  
 64 of the total costs of the work orders. NOTE: In six designated zones the City of Milwaukee requires Sellers to obtain a code compliance  
 65 certificate for all residential units. *Regardless of the municipality in which the Property is located Buyer and Seller agree to contact*  
 66 *local municipal officials regarding their obligations under applicable code compliance/registration ordinances.*

67 ■ **RENTAL PROPERTY ORDINANCES:** The City of Milwaukee requires that buyers of 1 and 2 family non-owner occupied dwellings obtain  
 68 a Certificate of Exterior Code Compliance. The City of Milwaukee requires buyers and sellers of residential rental properties (including owner  
 69 occupied dwellings in some areas) to notify the Building Inspector of a change of ownership within 15 days of a closing. Buyer must file  
 70 a Property Recording Application and pay a fee to the City. Seller must file a Seller Notification Form or provide notice by telephone at  
 71 (414) 286-8569. Penalties exist for non-compliance.

72 ■ **CITY LETTERS:** No later than closing, Seller shall provide Buyer written verification of paid real property taxes, contemplated and/or  
 73 outstanding special assessments and balances due for municipal utilities.

74 ■ **INCLUSION OF OPTIONAL PROVISIONS:** For optional provisions in the Offer (and any addenda) which require a box to be checked which  
 75 have not been marked n/a or struck in their entirety, if any blank within any part of the optional provision has been filled in (by handwriting or  
 76 by typing), then it shall be as if the appropriate box was also checked thus including said optional provision within the Offer.

77 ■ **ABANDONED WELLS:** If there is an abandoned well on the Property, Seller shall, prior to closing, close the well at Seller's expense and  
 78 provide Buyer with documentation of closure in compliance with applicable codes or provide Buyer with documentation evidencing that the  
 79 well has been previously closed in compliance with the applicable codes in effect at the time of closure.

80 ■ **AREA CONDITIONS:** Properties are affected by existing and proposed conditions and services in the area surrounding the property.  
 81 Existing and future residential, recreational, commercial and/or industrial development, road and/or freeway construction, sewer or water  
 82 or other public utility construction, area wide reassessments and/or airport expansion may affect the Property. Buyer is aware that properties  
 83 near airports, highways, industrial developments, farms, etc. may be affected by noise or odors. Buyer is aware that major public works  
 84 projects such as sewer construction or water treatment facility development have been reported in the media and may increase future real  
 85 estate taxes and/or sewer use fees. Buyer acknowledges that if material to Buyer's decision to purchase Buyer has reviewed Seller's and  
 86 brokers' representations regarding known conditions and has become familiar with the area surrounding the Property and has investigated  
 87 future proposed developments, consulted with local municipal officials, including the assessor's office as needed and is satisfied with  
 88 current and proposed area conditions.

89 ■ **INSPECTIONS, TESTS, APPRAISALS, AND OPINIONS:** Real estate agents may furnish a list of independent inspectors/testers to the  
 90 Parties. Unless provided in writing no representations have been made as to the competency of the inspectors/testers. The Party designated  
 91 as responsible for obtaining an inspection/test shall be solely responsible for determining the qualifications of the inspector/tester. In the  
 92 event any inspection or test is ordered on behalf of the Parties by a broker in the transaction, the Parties agree to hold the broker harmless  
 93 for any damages or liability resulting from the inspection or test, other than that caused by the broker's negligence or intentional wrongdoing.  
 94 Buyer may receive copies of certain inspection, test, appraisal or other reports prepared for other persons. Buyer should carefully review  
 95 these reports to determine the age of the report, the purpose for which they were prepared, and the standards of practice followed by the  
 96 individual preparing the report. **It is recommended that Buyer have the Property inspected by a professional inspector or other**  
 97 **qualified independent inspector.**

98 ■ **PROPERTY CONDITIONS:** Parties are aware that newspapers and other public information sources indicate that asbestos, mold, lead-  
 99 based paint, lead in drinking water, radium, radon gas and other toxic substances and chemicals within a structure or in soils or water supplies  
 100 can cause serious health hazards. Unless otherwise disclosed in writing, Seller represents that to the best of Seller's knowledge the Property  
 101 does not contain asbestos, lead-based paint, or unhealthy concentrations of mold, radon gas, lead, radium or other toxic or harmful substances  
 102 or chemicals. A number of communities report that elevated levels of radium may be present in the municipal water supply. Buyer agrees to  
 103 obtain expert independent third party inspections and tests to determine if any material property conditions/defects exist on the Property.  
 104 **Buyer must include contingencies in this Offer for any inspections or tests which Buyer shall have performed.** Past flooding, water  
 105 leakage or excessive dampness may result in excessive mold growth which may present health risks. If there is any information or evidence  
 106 of excessive moisture in the Property, Buyer is encouraged to consult with the appropriate mold experts and to inspect and test the Property  
 107 for unsafe mold levels. Buyer acknowledges that Buyer has made such independent inquiries as Buyer deemed necessary concerning any  
 108 factors material to the Property or the transaction. Buyer acknowledges that in purchasing this Property the Buyer has relied on Buyer's  
 109 independent inspection and analysis of the Property and upon the statements, disclosures and representations contained in this Offer, in any  
 110 Seller's disclosure report, and in any other written statements provided to Buyer. Buyer further acknowledges that neither Seller nor any real  
 111 estate agents involved in this transaction have made any representations concerning the Property or the transaction other than those stated  
 112 in this Offer, incorporated into this Offer by reference, or otherwise provided to the Buyer in writing, nor has any real estate agent made any  
 113 statement purporting to be based on personal knowledge unless the same is specifically set forth in this Offer, incorporated into this Offer by  
 114 reference, or otherwise provided to the Buyer in writing. Buyer agrees that Buyer has not requested Seller nor has any real estate agent offered  
 115 to verify the accuracy of any of Seller's or other third party's statements, disclosures and representations contained in this Offer unless the  
 116 request is specifically set forth in this Offer.

117 ■ **UNDERGROUND STORAGE TANKS AND BASEMENT FUEL OIL TANKS:** If Seller has notice or knowledge of an underground storage  
 118 tank or basement or above ground fuel tank on the Property, or if one is discovered prior to closing, Seller shall, prior to closing, deliver to Buyer  
 119 written confirmation that the tank, related components and procedures relating to upgrading and/or closure are in full compliance with

all federal, state and local regulations. Seller's written confirmation shall include a copy of any applicable contractor's closure report and any required Wisconsin Department of Commerce ("DCOMM") registration. It is Buyer's sole responsibility to re-register in his or her name any underground storage tanks remaining in use upon the Property after close of sale and to comply with applicable DCOMM operating requirements (Contact DCOMM at 414-371-5670). **NOTE: REMOVAL OF MOST RESIDENTIAL BASEMENT FUEL OIL TANKS IS NOT REQUIRED UNDER STATE LAW.**

■ **SURVEY:** Unless a current survey has been provided to Buyer, the location and size of easements, improvements, lot lines and possible encroachments have not been verified and broker recommends that Buyer investigate these items by obtaining a current survey.

■ **FLOOD PLAINS/WETLANDS:** Buyer is aware that the flood plain and wetland maps referred to in the Offer lack detail, are difficult to interpret, and may not be accurate. Buyer is encouraged to personally examine such maps or consult with appropriate government officials to verify their accuracy or applicability, if such information is material to Buyer's decision to purchase.

■ **ZONING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS AND NON-CONFORMING PROPERTY:** Municipal zoning and building restrictions affect the use of the Property, and comprehensive plans may affect the future use or value of the Property by influencing future development in the municipality. Buyer is informed that many properties are considered legal non-conforming properties which no longer conform to current zoning due to changing building regulations, restrictions, and lot size requirements. This may affect Buyer's ability to build, rebuild, remodel, replace, enlarge or use an existing structure (consider special hazard insurance if Property is considered legal non-conforming). If this Property is damaged in an amount of 50% or more of the assessed value, the governing community may restrict or prohibit the reconstruction without a zoning or use variance. Buyer is encouraged to contact the appropriate municipal authorities regarding existing zoning and building restrictions and possible comprehensive plans, if these issues are material to Buyer's decision to purchase. Buyer is encouraged to take necessary steps to obtain an endorsement to or modification of Buyer's homeowner's insurance for protection.

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

■ **ACTUAL RECEIPT DEFINITION:** "Actual receipt" of a notice shall occur on the earlier of (1) at the time the notice is personally delivered to the Party (NOTE: Delivery may be made by either listing or selling broker); (2) at 5:00 p.m. on the day the Party signs for delivery of the notice by (a) certified mail, return receipt requested or by (b) commercial delivery service which receives the signature of Party on delivery; or (3) at any other time the Party acknowledges in writing that they have received the notice.

■ **INSURANCE PROVISIONS:**

**Building Materials/Insurability:** News Media and other public information indicate that certain building materials, such as synthetic stucco and wood composite exterior house siding, have been associated with moisture/mold related problems. The presence of these materials may affect the health of occupants, the life expectancy of the building and the insurability of the Property. The claims history of the Property and the condition of the Property may increase homeowner's insurance premiums or make the Property uninsurable (other than the Wisconsin Insurance Plan). Seller agrees to provide representatives of Buyer's insurance company access to the Property for inspection purposes at reasonable times upon reasonable notice. Buyer's credit history, insurability rating, lifestyle (e.g. large dogs), etc. may also increase Buyer's homeowner's insurance premiums or prevent the Buyer from obtaining homeowner's insurance (other than the Wisconsin Insurance Plan). Buyer agrees to address these issues with an insurance expert and Buyer's lender and to apply for insurance coverage promptly to ensure that insurance coverage is available at the time of closing. The Parties acknowledge that real estate licensees are not experts with respect to construction techniques, building materials or homeowner's insurance and the parties agree to consult and rely on the opinions of appropriate experts.

**ELECTRIC SERVICE:** Buyer and Seller are aware that if a property has tube or aluminum wiring or if a property's electrical service uses fuses or is less than 100 amps, lenders and homeowners insurance companies may require that the service be upgraded to no less than a 100 amp circuit breaker service and may require that any tube or aluminum wiring be replaced with wiring consistent with current code.

■ **FINANCING ISSUES:**

**Financing Contingency — Additional Terms:** The financing contingency in the Offer includes the following terms:

A. Within ten (10) days of acceptance Buyer shall obtain written confirmation from a financial institution that Buyer has applied for financing, paid the required fees for processing such application and is preapproved for financing. Said preapproval shall not be contingent upon income or credit verification and shall not be considered a commitment satisfying the financing contingency in the Offer. Seller may, no earlier than ten (10) days after acceptance, deliver a written request for copies of said confirmation and preapproval. Buyer shall deliver written evidence of said confirmation and preapproval no later than five (5) days after Seller's delivery of the written request or Seller may, at Seller's option declare this Offer to be null and void.

B. Buyer agrees to pay any and all costs of obtaining financing, including the cost of closing the mortgage transaction. There may be additional cost for the first year premium for private mortgage insurance and for property/casualty and extended coverage insurance. Flood insurance, if required, may be in addition to the stated monthly payment.

C. A loan commitment is defined as a commitment from a financial institution authorized to do business in the State of Wisconsin by the Wisconsin Department of Financial Institutions which does not include a condition requiring the sale of other property unless the Offer is contingent on the closing of other property.

Property address: \_\_\_\_\_

177 D. Buyer acknowledges Buyer's obligation to have the total purchase price including mortgage loan proceeds available at the time of closing.  
178 Buyer is advised to determine when Buyer's loan proceeds will be funded to ensure that the funds will be available at the time of closing.

179 **WAIVER OF FINANCING CONTINGENCY:** If Buyer waives the financing contingency and, within \_\_\_\_\_ day(s) of the delivery of the  
180 notice of the waiver of financing contingency, delivers written evidence of adequate funds sufficient to close the transaction, as required by  
181 lines 259-265, WB-11, Seller agrees to waive Seller's rights under the financing contingency.

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

185  **Federal VA Mortgage:** (Buyer)(Seller)  ~~STRIKE ONE~~ (Seller if neither is struck) agrees to pay the entire funding fee not to exceed  
186 \_\_\_\_\_% (0% if not filled in) of the mortgage amount. NOTE: Funding fee may not be divided between the parties. Buyer agrees to pay all  
187 other costs of securing financing.

188  **State VA Mortgage:** (Buyer)(Seller)  ~~STRIKE ONE~~ (Seller if neither is struck) agrees to pay the loan origination fee not to exceed  
189 \_\_\_\_\_% (0% if not filled in) of the mortgage amount. Buyer agrees to pay all other costs of securing financing.

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

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

193  **HOME WARRANTY PROGRAM:** A limited home warranty plan shall be included, effective on the date of closing, and shall be for a  
194 term of one year provided that the Property qualifies for the warranty plan. The cost of the home warranty shall not exceed \$ \_\_\_\_\_.  
195 The cost of the warranty will be paid by the (Seller)(Buyer)  ~~STRIKE ONE~~ (Seller if neither is struck) at closing. The warranty plan will be  
196 ordered by the (listing)(selling)  ~~STRIKE ONE~~ broker (listing broker if neither is struck). Buyer is advised that a home inspection may detect  
197 pre-existing conditions which may not be covered under the warranty plan.

198  **ASSOCIATION FEE:** Buyer acknowledges the (monthly, quarterly, annual)  ~~STRIKE TWO~~ association fee of \$ \_\_\_\_\_ (\$0 if blank).

199 **ADDENDA:** The following contingencies and provisions are included in this Offer as an addendum only if there is an "x" in the box in front  
200 of the "Addendum Topic." The text of the addendum will be found in the addendum which is made a part of this Offer.

Addendum Topic	Label	Addendum Topic	Label
<input type="checkbox"/> LEAD BASED PAINT	_____	<input type="checkbox"/> _____	_____
<input type="checkbox"/> OCCUPANCY	_____	<input type="checkbox"/> _____	_____
<input type="checkbox"/> RENTAL PROPERTY	_____	<input type="checkbox"/> _____	_____

205 **ADDITIONAL CONTINGENCY:** This Offer is Contingent upon \_\_\_\_\_

206 \_\_\_\_\_  
207 \_\_\_\_\_ on or before \_\_\_\_\_ . In the event \_\_\_\_\_

208 \_\_\_\_\_  
209 Buyer may, at Buyer's option, terminate this Offer by written notice delivered to Seller within three (3) days after the above stated date. Should  
210 Buyer fail to so notify Seller, Buyer shall be deemed to have waived this contingency.

211 **ADDITIONAL PROVISIONS:** \_\_\_\_\_

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223 **CONFLICTING PROVISIONS:** Should any provision of this Addendum be in conflict with any provision of the Offer to Purchase or any other  
224 addenda to this Offer to Purchase, the provisions of this Addendum shall prevail.

225 **READING/ACKNOWLEDGMENT:** By initialing below, each Party acknowledges receipt of a copy of this Addendum and that he  
226 or she has read all four pages carefully and all of the Offer, addenda and any other documents incorporated into the Offer. Seller's  
227 initials shall not constitute the acceptance or other disposition of the Offer.

228 **ADDENDUM PROVISIONS:** Buyer and Seller are advised that this Addendum contains provisions which are not appropriate in all  
229 transactions. No representation is made as to the legality, appropriateness or adequacy of any provision in a specific transaction. Buyer and  
230 Seller are encouraged to consult with their own legal counsel regarding the provisions of this Addendum.

231 (X) \_\_\_\_\_ (X) \_\_\_\_\_ (X) \_\_\_\_\_ (X) \_\_\_\_\_  
232 Buyer's Initials ▲ Date ▲ Buyer's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲