

**ADDENDUM A TO THE OFFER TO PURCHASE**

1 This Addendum is attached to and made part of the Offer to Purchase dated \_\_\_\_\_ made by the Buyer,  
2 \_\_\_\_\_ with respect to the Property at \_\_\_\_\_  
3 \_\_\_\_\_, Wisconsin. **Paragraphs preceded by a box are a**

4 **part of this Addendum if marked, such as with an "X." They are not part of this Addendum if marked "n/a" or are left blank.**

5  **HOME WARRANTY PROGRAM:** Seller agrees to provide Buyer with a limited term home warranty agreement to be effective  
6 on the date of closing, provided that the Property qualifies for the warranty plan. The charge for warranty is \$ \_\_\_\_\_  
7 to be paid by the **(Seller)(Buyer)**  **STRIKE ONE** at closing. This price includes the full amount of all fees due and payable and the  
8 costs of inspection and administration. The warranty plan will be provided by the **(listing) (cooperating)**  **STRIKE ONE** broker.  
9 Buyer and Seller understand, approve, and consent to the fact that a portion of this fee may be paid to the broker providing the  
10 plan. Buyer is advised that a home inspection may detect pre-existing conditions which may not be covered under the warranty  
11 plan. Broker recommends the Parties consider a home warranty.

12  **MAP OF THE PROPERTY:** This Offer is contingent upon **(Buyer obtaining) (Seller providing)**  **STRIKE ONE** a map of the  
13 Property prepared by a licensed land surveyor, within \_\_\_\_\_ days of acceptance, at **(Buyer's) (Seller's)**  **STRIKE ONE** expense.  
14 The map shall identify the legal description of the Property, the Property's boundaries and boundary line dimensions, visible  
15 encroachments upon the Property, the location of improvements, if any, and: \_\_\_\_\_.

16  **STRIKE AND COMPLETE AS APPLICABLE** Additional map features which may be added include, but are not limited to: specifying how  
17 current the map must be; staking of all corners of the Property; identifying dedicated and apparent streets, lot dimensions, total  
18 acreage or square footage, easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before**  
19 **selecting them.** The map shall show no significant encroachment(s) or any information materially inconsistent with any prior  
20 representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within five days of the earlier of: 1) Buyer's receipt  
21 of the map, or 2) the deadline for delivery of said map, delivers to Seller, and to listing broker if Property is listed, a copy of the map and  
22 a written notice which identifies the significant encroachment or the information materially inconsistent with prior representations.

23  **TESTING CONTINGENCY:** This Offer is contingent upon **(Buyer obtaining)(Seller providing)**  **STRIKE ONE** a current written  
24 report documenting the results of the following test(s): \_\_\_\_\_, within  
25 \_\_\_\_\_ days of acceptance, at **(Buyer's)(Seller's)**  **STRIKE ONE** expense. This testing contingency shall be deemed satisfied unless  
26 Buyer, within five days of the earlier of: 1) Buyer's receipt of the test report(s) or 2) the deadline for delivery of said report(s), delivers  
27 to Seller and Seller's agent, a copy of the test report(s) and a written notice identifying the defect(s) (as defined at lines 33 - 37) to  
28 which Buyer objects. Seller **(shall) (shall not)**  **STRIKE ONE** have the right to cure. (Seller shall have a right to cure if no choice is  
29 indicated.) If Seller has the right to cure, Seller may satisfy this contingency by (1) delivering a written notice of Seller's election to  
30 cure within 10 days of receipt of Buyer's notice; and (2) by curing the defects in a good and workmanlike manner and by giving  
31 Buyer a report of the work done prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the above  
32 notice and report and (1) Seller does not have the right to cure; or (2) Seller has a right to cure but: a) Seller delivers notice that  
33 Seller will not cure; or b) Seller does not timely deliver the notice of election to cure. A defect is defined as a structural, mechanical  
34 or other condition that would have a significant adverse effect on the value of the Property; that would significantly impair the  
35 health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or have a  
36 significant adverse effect on the expected normal life of the Property. Defects do not include structural, mechanical or other  
37 conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

38  **FHA LOAN:** If the financing contingency specifies that Buyer is obtaining a FHA loan, it is expressly agreed that notwithstanding  
39 any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein  
40 or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the mortgagee has delivered to the purchaser a  
41 written statement issued by the Federal Housing Commissioner or a Direct Endorsement lender setting forth the appraised value of  
42 the Property (excluding closing costs) of not less than \$ \_\_\_\_\_ which statement the mortgagee hereby agrees to deliver  
43 to the purchaser promptly after such appraised value statement is made available to the mortgagee. The purchaser shall, however,  
44 have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation.  
45 The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will  
46 insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price  
47 and condition of the property are acceptable.

48  **READING/UNDERSTANDING:** By initialing and dating below, each Party acknowledges that they have read and fully understand  
49 both pages of this Addendum and acknowledges receipt of a copy of this Addendum. (Seller's initials below shall not constitute the  
50 acceptance or other disposition of the Offer or this Addendum.). BUYER AND SELLER ARE ADVISED THAT THIS ADDENDUM  
51 CONTAINS STANDARD PROVISIONS WHICH MAY NOT BE APPROPRIATE IN ALL TRANSACTIONS. NO REPRESENTATION  
52 IS MADE THAT THE STANDARD PROVISIONS OF THIS ADDENDUM ARE APPROPRIATE, ADEQUATE OR LEGALLY  
53 SUFFICIENT FOR ANY SPECIFIC TRANSACTION. BUYER AND SELLER ARE ENCOURAGED TO CONSULT WITH LEGAL  
54 COUNSEL REGARDING THE PROVISIONS OF THE OFFER AND THIS ADDENDUM.  
55

56 \_\_\_\_\_  
57 (Buyer(s) Initials) (Date) (Seller(s) Initials) (Date)

58 \_\_\_\_\_  
59 (Mortgagee's signature if Buyer is obtaining an FHA loan) (Date)

**60 ■ VA LOAN:**

61 If the financing contingency specifies that Buyer is obtaining a Federal VA loan, it is expressly agreed that, notwithstanding any other provisions  
62 of this contract, this purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase  
63 of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the  
64 Veterans Administration. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this  
65 contract without regard to the amount of the value established by the Veterans Administration.

**66 ■ ABSTRACT:**

67 If title evidence is being provided by abstract, Seller shall provide an abstract of title prepared by an attorney licensed to practice law in  
68 Wisconsin or an abstract company. For purposes of closing, title evidence shall be acceptable if the abstract is delivered to Buyer's attorney  
69 or Buyer not less than 3 business days before closing, showing title to the Property as of a date no more than 15 days before delivery of such  
70 title evidence, to be merchantable, subject only to liens which will be paid out of the proceeds of closing and standard abstract certificate  
71 limitations.

**72 ■ UNDERGROUND STORAGE TANKS:**

73 If there is an underground storage tank on the Property, Seller shall, prior to closing, comply with all federal, state and local regulations regarding  
74 the tank, including state tank registration and abandoned tank closure requirements. This Offer is contingent upon Seller confirming to Buyer,  
75 in writing, at least five days prior to closing, that any in-use underground storage tank is registered and meets any applicable current  
76 state operating standards; and that any abandoned underground storage tank was properly cleaned and closed in conformance with applicable  
77 state standards and that Seller has no knowledge of any contamination detected upon closure. Seller shall give Buyer copies of any documents  
78 confirming Seller's representations regarding any tanks. It is Buyer's sole responsibility to comply with state tank registration requirements and  
79 re-register any tanks remaining in use upon the Property after closing in his or her name.

**80 ■ BASEMENT FUEL OIL TANKS:**

81 If there is an abandoned basement fuel oil tank on the Property, Seller shall, prior to closing, comply with all applicable state regulations  
82 regarding such tanks. This Offer is contingent upon Seller confirming to Buyer, in writing, at least five days prior to closing, that any  
83 abandoned basement fuel oil tank has been emptied and cleaned in conformance with applicable state standards and that all required  
84 state notices and registrations have been completed. Seller shall give Buyer copies of any documents confirming Seller's representations.

**85 ■ ASBESTOS, LEAD, LEAD-BASED PAINT, AND RADON GAS:**

86 The parties are aware that newspapers and other public information sources indicate that asbestos, lead-based paint, lead in drinking  
87 water, radium, radon gas and other toxic substances and chemicals within a structure or in soils or water supplies can cause serious  
88 health hazards. Seller represents that, to the best of Seller's knowledge, the Property does not contain asbestos, lead-based paint, or  
89 abnormal concentrations of radon gas, lead, radium or other toxic or harmful substances or chemicals. Buyer is encouraged to inspect  
90 and test the property with respect to these matters and to consult with the appropriate experts, as is required, regarding these issues.

**91 ■ BUYER'S RESPONSIBILITY TO ASCERTAIN CONDITION OF THE PROPERTY:**

92 Buyer acknowledges that it is Buyer's responsibility to make certain that the Property is in a condition that Buyer finds acceptable. Buyer  
93 acknowledges that Buyer has made such independent inquiries as Buyer deemed necessary concerning material factors. Buyer acknowledges  
94 that in purchasing this Property, Buyer has relied on Buyer's independent inspection and analysis of the Property and upon the  
95 statements, disclosures and representations contained in this Offer, in any Seller's disclosure report, and in any other written statements  
96 provided to Buyer. Buyer further acknowledges that neither Seller nor any real estate agents involved in this transaction have made any  
97 representations concerning the Property or the transaction other than those stated in this Offer, incorporated into this Offer by reference,  
98 or otherwise provided to the Buyer in writing, nor has any real estate agent made any statement purporting to be based on personal  
99 knowledge unless the same is specifically set forth in this Offer, incorporated into this Offer by reference, or otherwise provided to the  
100 Buyer in writing. Buyer agrees that Buyer has not requested Seller nor has any real estate agent offered to verify the accuracy of any  
101 of Seller's or other third party's statements, disclosures and representations contained in this Offer unless the request is specifically set  
102 forth in this Offer.

**103 ■ INSPECTIONS, TESTS, APPRAISALS, AND OPINIONS:**

104 Real estate agent(s) may furnish a list of independent inspectors/testers to the Seller/Buyer. Unless provided in writing, no representation  
105 has been made as to the competency of the inspectors/testers. The Party designated as responsible for obtaining an inspection shall  
106 be solely responsible for determining the qualifications of the inspector/tester. In the event any inspection or test is ordered on behalf of  
107 the Seller/Buyer by a broker in the transaction, the Parties agree to hold the broker harmless for any damages or liability resulting from the  
108 inspection or test, other than that caused by the broker's negligence or intentional wrongdoing. Seller is aware and agrees that Buyer or  
109 Buyer's representatives may be present at inspections and tests. Buyer may receive copies of certain inspection, test, appraisal or other  
110 reports prepared for other persons. Buyer should carefully review these reports to determine the age and purpose of the report and the  
111 standards of practice followed by the individual preparing the report. It is recommended that Buyer have the Property inspected by a  
112 Wisconsin registered home inspector, or other qualified independent inspector/tester for inspections/tests other than a "home inspection".

**113 ■ MUNICIPAL REPORT/ CODE COMPLIANCE:**

114 Seller agrees to provide Buyer, and Buyer's lender's closing agent, if applicable, with a written statement verifying the status of real estate taxes,  
115 current or planned special assessments, and other municipal charges affecting the Property, if such a statement is available from the municipality  
116 in which the Property is located. This statement shall be provided prior to closing, at Seller's expense. Seller also agrees, at Seller's cost, to  
117 provide a Certificate of Compliance or Occupancy Permit, if required by applicable municipal code, at or before closing.

**118 ■ ZONING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS AND NON-CONFORMING PROPERTY:**

119 Buyer is advised that the municipality in which the Property is located likely has existing zoning and building restrictions and may have  
120 developed a "Comprehensive Plan." Zoning and building restrictions currently affect the use of the Property, and comprehensive plans, while  
121 strictly advisory, may affect the future use or value of the property by influencing future development (residential, commercial, transit systems,  
122 etc.) in the municipality. Buyer is informed that some properties are considered legal non-conforming properties which no longer conform to  
123 current zoning due to changing building regulations, restrictions, and lot size requirements. Restrictions on non-conforming properties may  
124 affect Buyer's ability to build, rebuild, remodel, replace, enlarge or use an existing structure (consider special hazard insurance if Property is  
125 non-conforming). Buyer is encouraged to contact the appropriate municipal authorities regarding existing zoning and building restrictions and  
126 possible comprehensive plans, if these issues are material to Buyer's decision to purchase.

**127 ■ FLOOD PLAINS/WETLANDS:**

128 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.  
129 Buyer is encouraged to personally examine such maps or consult with appropriate government officials to verify their accuracy or  
130 applicability, if such information is material to Buyer's decision to purchase. If Buyer's lender requires flood plain insurance, Buyer agrees  
131 to pay the cost of the flood plain insurance.