

ADDENDUM J TO THE OFFER TO PURCHASE

This Addendum "J" is made part of the Offer to Purchase dated: _____

Property Address: _____

Seller(s): _____

Buyer(s): _____

All parties agree to the following terms and conditions and if any conflict with the Offer the terms of this Addendum shall prevail.

THE FOLLOWING PROVISIONS ARE A PART OF THIS ADDENDUM "J" IF MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS ADDENDUM "J" IF MARKED "N/A" OR ARE LEFT BLANK.

(If any blank within the provision has been filled in, then it is as if the box has been marked.)

1 **TESTING CONTINGENCY:** This Offer is contingent upon Buyer's receipt of a written test report that indicates the non-existence
2 of _____ (radon gas, radium, asbestos,
3 lead, mold, toxic mold) on the Property at or above the current U.S. EPA guidelines. (Ex. Radon levels at or above 4.0 pcl). The
4 test(s) shall be conducted by a professional testing service or contractor qualified to perform said tests and in accordance with
5 current EPA guidelines. (Buyer)(Seller) shall be responsible for obtaining the test(s) including all costs. This contingency shall be
6 deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller and Seller's agent a copy of the written test
7 report(s) indicating levels at or above the current U.S. EPA guidelines and a written notice objecting to the test report results.
8 Seller (shall)(shall not) have the right to cure according to Lines 427-433 of the Offer. If Seller has the right to cure, then Seller
9 shall the opportunity bring the levels within current U.S. EPA guidelines. (Ex. For radon, have a qualified contractor install an
10 active fan based radon mitigation system in the property and deliver to Buyer a copy of a radon test report indicating radon
11 levels in the Property less than 4.0 pcl).

12 **LEAD PAINT CONTINGENCY:** If the home was built prior to 1978, this Offer is contingent upon Seller providing to Buyer within
13 _____ days of acceptance, a completed Lead Paint Addendum or Addendum S. This contingency shall be deemed satisfied unless
14 Buyer, within _____ days of receiving the completed Addendum, delivers to Seller and Seller's agent written notice objecting to
15 the Addendum disclosing lead paint and this Offer shall be null and void and all earnest money returned.

16 **WELL WATER CONTINGENCY:** This Offer is contingent upon Buyer receiving no later than _____ days prior to closing, a current
17 written report indicating the well is supplying water safe for human consumption within levels established by Federal and State
18 law regulating water systems, relative to the following substances:
19 _____ (bacteria, nitrates, pesticides, lead, arsenic,
20 herbicides). The test(s) shall be conducted by a certified laboratory approved by the State of Wisconsin and all water samples
21 used for testing shall be taken by a licensed plumber or other independent qualified person. (Buyer)(Seller) shall be responsible
22 for obtaining the report(s) including all costs. Seller (shall)(shall not) have the right to cure according to Lines 427-433 of the
23 Offer. If Seller has the right to cure, then Seller shall have the opportunity bring the water within levels for safe human
24 consumption.

25 **WELL SYSTEM INSPECTION CONTINGENCY:** This Offer is contingent upon Buyer receiving no later than _____ days prior to
26 closing, a current written report indicating that the well(s) and pressure systems(s) conform to current State code and are in
27 good working order. The report shall be provided by a licensed well driller or licensed pump installer qualified to inspect well
28 systems. (Buyer)(Seller) shall be responsible for obtaining the report(s) including all costs. Seller (shall)(shall not) have the right
29 to cure according to Lines 427-433 of the Offer. If Seller has the right to cure, then Seller shall have the opportunity bring well
30 system up to current State code and good working order.

31 **PRIVATE SANITARY SYSTEM (POWTS) INSPECTION CONTINGENCY:** This Offer is contingent upon Buyer receiving no later than
32 _____ days prior to closing, a current written report indicating that the POWTS is approved for current use and conforms to State
33 code in effect when the POWTS was installed. The report shall be provided by either a county sanitarian, licensed master
34 plumber, professional engineer, certified POWTS inspector, certified septage operator or certified soil tester. (Buyer)(Seller)
35 shall be responsible for obtaining the report(s) including all costs. Seller (shall)(shall not) have the right to cure according to Lines
36 427-433 of the Offer. If Seller has the right to cure, then Seller shall have the opportunity have the POWTS approved for current
37 use bring the POWTS and up to State code.

38 **SURVEY MAP CONTINGENCY:** This Offer is contingent upon Buyer's receipt of a survey map of the Property which stakes the
39 Property corners and identifies the following of the Property: legal description, boundaries, visible encroachments, lot
40 dimensions, total acreage or square footage, and easements. The survey map shall be prepared by a licensed land surveyor.
41 (Buyer)(Seller) shall be responsible for obtaining survey map including all costs. This contingency shall be deemed satisfied
42 unless Buyer, within ____ days of acceptance, delivers to Seller and Seller's agent a copy of the survey map which shows
43 significant encroachments(s) or any information materially inconsistent with any prior representations to Buyer and a written
44 notice objecting to the survey map. Seller (shall)(shall not) have the right to cure according to Lines 427-433 of the Offer. If
45 Seller has the right to cure, then Seller shall have the opportunity to provide Buyer a survey map which does not show any
46 significant encroachments nor any information materially inconsistent with any prior representations to Buyer.

47 **PROPERTY "AS IS":** Buyer accepts the Property in an "as is" condition and waives Lines 159-164 of the Offer. Seller gives no
48 warranties with respect to the Property and makes no representations regarding the condition of the Property. Seller
49 acknowledges and agrees the Inspection Contingency in lines 410-433 and a testing contingency may still be included in the Offer
50 and that Buyer is not waiving any of the terms or protections provided therein.

51 **OCCUPANCY AGREEMENT:** Occupancy of the Property shall be given to (Seller)(Buyer) from _____ to _____ and the
52 occupancy charge shall be \$ _____ (per month)(per day)(lump sum payment) and shall be paid
53 _____ (at beginning of Occupancy Period)(1st of each month)(at Closing)
54 ([specific date]) Any unearned occupancy fee shall be refunded based on actual occupancy. Occupant shall prepay a Security
55 Deposit of \$ _____ at time of occupancy which shall be refunded at the end of the Occupancy Period, except that the
56 Owner may withhold amounts for Occupant damage, waste or neglect, not including normal wear and tear. Occupant shall be
57 responsible for utility services and for all routine repairs and normal maintenance of the Premises and personal property
58 included in the Offer during occupancy. Occupant will make no alterations to the Premises without the prior written consent of
59 Owner. Occupant will hold Owner harmless for all liabilities, claims or expenses resulting from Occupant's use, possession and
60 occupancy of the Premises described in this Addendum. Owner shall be admitted to the Premises for inspection purposes at
61 reasonable times upon _____ hours advance notice. Pursuant to Wis. State 704.01(5), a person holding possession of real
62 property under a contract of purchase is not a tenant under the statute. Therefore, this Addendum does not create a
63 landlord/tenant relationship and thus is not subject to the provisions of Wis. Stat. Ch. 704 or Wis. Admin. Code Ch. ATCP 134.

64 **ATTORNEY APPROVAL CONTINGENCY:** This Offer is contingent upon the good faith review and approval of the Offer by Buyer's
65 attorney which shall not be unreasonably withheld. This contingency shall be deemed satisfied unless Buyer, within ____ days
66 of acceptance, delivers to Seller or Seller's agent a copy of the written statement from Buyer's attorney that specifically identifies
67 the provisions of the Offer the attorney disapproves of.

68 **HOME WARRANTY PLAN:** Seller shall provide to Buyer at Closing at Seller's expense, a one-year home warranty from a company
69 of Buyer's choice. Seller's responsibility shall not exceed \$ _____ and Buyer shall be responsible for obtaining the policy.

70 **BUYER'S BROKERAGE COMPENSATION:** (Co-Broke Listings or "For Sale by Owner"): Seller agrees to pay Buyer's broker or to
71 credit Buyer _____% of purchase price at the time of closing for Buyer's brokerage fees.

72 **CLOSING COST CREDIT:** Seller agrees to pay \$ _____ towards Buyer's closing costs at Closing on the Settlement Statement.

73 **OTHER:**

74
75
76
77 _____
78 Buyer's Signature Date Buyer's Signature Date
79 _____
80 Seller's Signature Date Seller's Signature Date
81
82

NOTE: ATTACH THIS ADDENDUM "J" TO THE OFFER TO PURCHASE