

**DOOR COUNTY ADDENDUM A TO OFFER TO PURCHASE**

**SAMPLE**

1 This Addendum is made part of the Offer to Purchase dated \_\_\_\_\_ ("Offer") made by the undersigned Buyer with respect to the  
2 Property at \_\_\_\_\_, Wisconsin (Property). PARAGRAPHS  
3 PRECEDED BY A BOX ARE OPTIONAL AND ARE A PART OF THIS ADDENDUM ONLY IF MARKED, SUCH AS WITH AN "X". They are not part  
4 of this Addendum if marked N/A or are left blank.

5  **SURVEY MAP OF THE PROPERTY:**  **CHECK LINE 6 or 10**

6  Waiver of Survey Contingency: Buyer hereby waives their right to a survey which may reveal encroachments and encumbrances unknown to  
7 Seller or brokers. Buyer understands that most title policies exclude coverage for encroachments and encumbrances which may be disclosed by a  
8 current survey unless a current survey is received by the title company. Buyer agrees to consult with legal counsel and title company representatives  
9 as needed regarding the need for a survey.

10  This Offer is contingent upon delivery to or receipt by Buyer within ( \_\_\_\_\_ days of acceptance) ( \_\_\_\_\_ days prior to closing)  **STRIKE ONE** a  
11 new or recertified map of Property, dated after the date of acceptance of this Offer prepared by a Wisconsin registered land surveyor, provided and  
12 paid for by (Seller)(Buyer)  **STRIKE ONE** ("Seller" if neither is struck). The map shall identify the legal description of the Property, the Property's  
13 boundaries, dimensions, visible encroachments upon the Property, improvements, if any, and: \_\_\_\_\_

15  **STRIKE AND COMPLETE AS APPLICABLE**

16 (Additional map features which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent  
17 streets, total acreage or square footage, easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before**  
18 **selecting them.**) The map shall show that subject property contains at least \_\_\_\_\_ acres and includes at least \_\_\_\_\_  
19 frontage on \_\_\_\_\_  **STRIKE AND COMPLETE AS APPLICABLE** and shall show no significant  
20 encroachment(s), or any information materially inconsistent with any prior representations to Buyer. This contingency shall be deemed satisfied  
21 unless Buyer, by the earlier of: 1) three days from Buyer's receipt of the map, or 2) five days from the deadline for delivery of said map, delivers to  
22 Seller, and to listing broker if Property is listed, notice that the map had not been timely received or a copy of the map and a written notice which  
23 identifies the significant encroachment or the information materially inconsistent with prior representations ("defects"). If Buyer delivers timely notice  
24 of an encroachment or the information materially inconsistent with prior representations Seller may elect to promptly cure by delivering written notice  
25 thereof to Buyer within three days of receipt of Buyer's notice of defects. Seller shall have up to 45 days to promptly cure the defect(s) in a good and  
26 workmanlike manner, and shall provide Buyer with a written report of the work done prior to closing. The closing shall be extended no more than 20  
27 days after Seller has promptly cured the defect(s).

28  **PRIVATE SANITARY SYSTEM (POWTS) INSPECTION CONTINGENCY:** This Offer is contingent upon Buyer receiving ( \_\_\_\_\_  
29 days of acceptance) ( \_\_\_\_\_ days prior to closing)  **STRIKE ONE** a current report from a county sanitarian, licensed  
30 master plumber, licensed master plumber-restricted service, licensed plumbing designer, registered engineer, certified POWTS inspector, certified  
31 septage operator, and/or a certified soils tester, which has been reviewed by the Door County Sanitarian, and which indicates that the private  
32 sanitary system is not "failing" as defined in Door County Code Chapter 21. Seller shall be responsible for obtaining the report, including all costs.  
33 The private sanitary system shall be pumped at the time of inspection at Seller's expense, if required by the inspector. If the sanitary system is not  
34 found to be a failing system, but the Door County Sanitarian's report requires and/or recommends that repairs, corrections, or modifications need to  
35 be made to the system it shall be the (Seller's) (Buyer's)  **STRIKE ONE** ("Seller" if neither is struck) responsibility to have the necessary or  
36 recommended repairs, corrections, or modifications to the system made at the (Seller's) (Buyer's)  **STRIKE ONE** ("Seller" if neither is struck)  
37 expense. If repairs, corrections or modifications are to be made at the Seller's expense they shall be made prior to closing if time allows, or funds  
38 shall be (credited to Buyer) (escrowed by Seller and the escrow agreement provided and paid for by (Seller) (Buyer)  **STRIKE ONE** ("Seller"  
39 if neither struck)) at closing in the amount of (\$ \_\_\_\_\_) ( \_\_\_\_\_ % of quote or average of quotes approved by  
40 Buyer and Seller)  **STRIKE ONE**. Note: Terms and conditions of escrow should be addressed elsewhere in the Offer.

41 In the event said inspection and Door County Sanitarian review indicates that the subject system, or any component thereof, is "failing",  
42 **CHECK ONE OF THE FOLLOWING PARAGRAPHS:**

43  Seller shall obtain a firm quotation(s) from a Wisconsin licensed plumber(s) for the replacement of the failing system or component.  
44 Replacement system shall be an approved system deemed acceptable and appropriate for the subject property as determined by the Door County  
45 Sanitarian inspection defined herein. Seller shall credit Buyer in the amount of \_\_\_\_\_ % of the quotation at closing. Note: Buyer's  
46 lender may require additional funds at closing to be held in escrow. Terms and conditions of escrow should be addressed elsewhere in  
47 the Offer. Buyer shall be fully responsible for installing said replacement system after closing and Buyer shall hold Seller harmless from any  
48 additional liability relating to the private waste disposal system on the subject property.

49  Seller (shall) (shall not)  **STRIKE ONE** ("shall" if neither is struck) have the right to cure. If the Seller has the right to cure, Seller may satisfy  
50 this contingency by (1) delivering a written notice of Seller's election to cure within 10 days of receipt by Seller of the Door County Sanitarian's report;  
51 and (2) by installation of an approved system deemed acceptable and appropriate for the subject property, as determined by the Door County  
52 Sanitarian inspection defined herein in a good and workmanlike manner, and by giving the Buyer a report of the work done prior to closing. This  
53 offer will be null and void if (1) Seller does not have the right to cure; or (2) Seller has a right to cure but: (a) delivers written notice to the Buyer that

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54 Seller will not cure or (b) Seller does not timely deliver written notice of election to cure. If Seller timely delivers written notice of election to cure, but  
55 time does not permit installation of an approved system to be made prior to closing, funds shall be (credited to Buyer) (escrowed by Seller and  
56 the escrow agreement provided and paid for by (Seller) (Buyer) [STRIKE ONE] ("Seller" if neither struck)) at closing in the amount of  
57 (\$ \_\_\_\_\_) ( \_\_\_\_\_ % of quote or average of quotes approved by Buyer and Seller) [STRIKE ONE]. Note: Terms  
58 and conditions of escrow should be addressed elsewhere in the Offer.

59 Buyer understands that any funds CREDITED under this contingency are negotiated liquidated damages and that actual costs may be  
60 greater or less than the credit.

61  WELL SYSTEM INSPECTION CONTINGENCY: This Offer is contingent upon Buyer receiving within ( \_\_\_\_\_ days of acceptance)  
62 ( \_\_\_\_\_ days prior to closing) [STRIKE ONE] a current report from a licensed well driller or licensed pump installer competent to inspect well  
63 systems, which indicates that the well and pressure system conform to the code in effect at the time they were installed and are not disapproved for  
64 current use. (Buyer) (Seller) [STRIKE ONE] ("Seller" if neither is struck) shall be responsible for obtaining the report, including all costs. Seller  
65 (shall) (shall not) [STRIKE ONE] ("shall" if neither is struck) have the right to cure. This contingency shall be deemed satisfied unless Buyer,  
66 within five days of the earlier of: 1) Buyer's receipt of the report relating to the well, or 2) the deadline for delivery of said report, delivers to Seller  
67 and listing broker, a copy of the report indicating the well does not conform to the standard above.

68 Unless otherwise provided, if Seller has the right to cure, Seller may satisfy this contingency by (1) delivering a written notice of Seller's election to  
69 cure within 10 days of receipt of Buyer's notice; (2) and by curing the defects in a good and workmanlike manner which satisfies the standard set  
70 forth above and by giving Buyer a report of the work done prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the  
71 above notice and report and (1) Seller has the right to cure but: a) Seller does not timely deliver the notice of the Seller's election to cure; or b) Seller  
72 delivers notice that Seller will not cure; or (2) Seller does not have the right to cure. Note: Well inspections are limited to the portion of the well  
73 system which can be inspected.

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

81 \* **BASEMENT FUEL OIL TANKS:** If there is an abandoned basement fuel oil tank on the Property, Seller shall, prior to closing, comply with all  
82 applicable state regulations regarding such tanks. This Offer is contingent upon Seller confirming to Buyer in writing, at least five days prior to  
83 closing, that any abandoned basement fuel oil tank has been emptied and cleaned in conformance with applicable state standards and that all  
84 required 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, MOLD AND RADON GAS:** The Parties are aware that newspapers and other public information  
86 sources indicate that asbestos, lead-based paint, lead in drinking water, unsafe levels of mold, radium, radon gas and other toxic substances and  
87 chemicals within a structure or in soils or water supplies can cause serious health hazards. Seller represents that to the best of Seller's knowledge  
88 the Property does not contain asbestos, lead-based paint, or unhealthy concentrations of mold, radon gas, lead, radium or other toxic or harmful  
89 substances or chemicals. Buyer is encouraged to inspect and test the property with respect to these matters and to consult with the appropriate  
90 experts, as is required, regarding these issues.

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

102 \* **INSPECTIONS, TESTS, APPRAISALS, AND OPINIONS:** Real estate agent(s) may furnish a list of independent inspectors/testers to the  
103 Seller/Buyer. Unless provided in writing, no representation has been made as to the competency of the inspectors/testers. The Party designated as  
104 responsible for obtaining an inspection shall be solely responsible for determining the qualifications of the inspector. In the event any inspection or  
105 test is ordered on behalf of the Seller/Buyer by a broker in the transaction, the Parties agree to hold the broker harmless for any damages or liability  
106 resulting from the inspection or test, other than that caused by the broker's negligence or intentional wrongdoing. Seller is aware and agrees that  
107 Buyer or Buyer's representatives may be present at inspections and tests. Buyer may receive copies of certain inspection, test, appraisal or other  
108 reports prepared for other persons. Buyer should carefully review these reports to determine the age of the report, the purpose for which they were

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109 prepared, and the standards of practice followed by the individual preparing the report. It is recommended that Buyer have the Property inspected by  
110 a Wisconsin registered home inspector or other qualified independent inspector/tester for inspections/tests other than a "home inspection."

111 \* **ZONING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS AND NON-CONFORMING PROPERTY:** Buyer is advised that the  
112 municipality in which the Property is located likely has existing zoning and building restrictions and may have developed a "Comprehensive Plan."  
113 Zoning and building restrictions currently affect the use of the Property, and comprehensive plans, while strictly advisory may affect the future use or  
114 value of the property by influencing future development (residential, commercial, transit systems, etc.) in the municipality. Buyer is informed that  
115 many properties are considered legal non-conforming properties which no longer conform to current zoning due to changing building regulations,  
116 restrictions, and lot-size requirements. These restrictions may affect Buyer's ability to build, rebuild, remodel, replace, enlarge or use an existing  
117 structure (consider special hazard insurance if Property is non-conforming). Buyer is encouraged to contact the appropriate municipal authorities  
118 regarding existing zoning and building restrictions and possible comprehensive plans, if these issues are material to Buyer's decision to purchase.

119 \* **FLOOD PLAINS/WETLANDS/SHORELAND:** Buyer is aware that the flood plain, wetland and shoreland maps referred to in the Offer lack detail,  
120 are difficult to interpret, and may not be accurate. Buyer is encouraged to personally examine such maps or consult with appropriate government  
121 officials to verify their accuracy or applicability, if such information is material to Buyer's decision to purchase. If Buyer's lender requires flood plain  
122 insurance, Buyer agrees to pay the cost of the flood plain insurance.

123 \* **FHA/VA FINANCING:** Note: If Buyer is obtaining FHA or VA financing additional mandatory Offer language is required.

124 \* **PERSONAL PROPERTY:** Any personal property included in this transaction is deemed to be of no monetary value unless otherwise indicated in  
125 the Offer. All personal property is transferred "as is" without any warranty as to condition or operation.

126  **WELL WATER CONTINGENCY:** This Offer is contingent upon Buyer receiving within ( \_\_\_\_\_ days of acceptance) ( \_\_\_\_\_ days prior to  
127 closing) **[STRIKE ONE]** a report from a state-certified or other independent qualified lab which indicates that the well(s) is/are supplying water which  
128 is/are bacteriologically safe (total Coliform/E. coli) for all human consumption and that the concentrations of lead, nitrates and

129 \_\_\_\_\_  
130 \_\_\_\_\_ in the well water are less than the maximum  
131 health-related level established by federal or state laws regulating public water systems for safe human consumption. *(Note: insert other substances*  
132 *which may affect the safety of drinking water such as: microbiological, inorganic or organic substances; pesticides; herbicides; metals, etc. (See*  
133 *DNR Web site: <http://www.dnr.state.wi.us/org/water/dwg/priweltp.htm>). (Buyer) (Seller) **[STRIKE ONE]** ("Seller" if neither is struck) shall be*  
134 *responsible for obtaining the report, including all costs. All water samples used for testing shall be taken after acceptance of the Offer by a licensed*  
135 *plumber or other independent, qualified person.*

136 Seller (shall) (shall not) **[STRIKE ONE]** ("shall" if neither is struck) have the right to cure. This contingency shall be deemed satisfied unless  
137 Buyer, within five days of the earlier of: 1) Buyer's receipt of the report relating to the well water, or 2) the deadline for delivery of said report, delivers  
138 to Seller and listing broker, a copy of the report and a notice indicating the well does not conform to the standard above. If Seller has a right to cure,  
139 Seller may satisfy this contingency by (1) delivering a written notice of Seller's election to cure within 10 days of receipt of Buyer's notice; (2) and by  
140 curing the defects as described below. This Offer shall be null and void if Buyer makes timely delivery of the above notice and report and (1) Seller  
141 does not have the right to cure; or (2) Seller has a right to cure but: a) Seller delivers notice that Seller will not cure; or b) Seller does not timely  
142 deliver the notice of election to cure.

143 The Parties agree in the event the initial report indicates bacteriological contamination, Seller may have the well chlorinated and re-tested up to  
144 three times and the deadline for Buyer's receipt of the report and closing shall be extended for up to 21 days.

145 If the water report identifies only lead and/or nitrates exceeding government limits, Seller may cure by giving Buyer written notice that Seller shall  
146 credit Buyer in the amount of (\$ \_\_\_\_\_ ) ( \_\_\_\_\_ % of quote or average of quotes approved by Buyer and Seller) **[STRIKE ONE]**  
147 at closing in consideration of costs to be incurred in installing a (basic) (whole house) **[STRIKE ONE]** filter system sufficient to bring said lead  
148 and/or nitrate levels within government limits. NOTE: Consider costs and needs of system.

149 If the water report does not conform to the standard above (other than as addressed at lines 143-148) Seller may:

150  credit Buyer (\$ \_\_\_\_\_ ) ( \_\_\_\_\_ % of quote or average of quotes approved by Buyer and Seller) **[STRIKE ONE]** at closing to  
151 install a state-approved system, such as a UV system, by a licensed installer that will make the water system safe for human consumption.

152  credit Buyer (\$ \_\_\_\_\_ ) ( \_\_\_\_\_ % of quote or average of quotes approved by Buyer and Seller) **[STRIKE ONE]** at closing to  
153 abandon and replace the well.

154 If Seller agrees to credit Buyer for a filter or other state-approved system, or abandonment and replacement of the well, Buyer and Seller agree that  
155 this contingency is satisfied as to all substances to be tested. *(Buyer understands that the funds credited are negotiated/liquidated damages*  
156 *and that actual costs to replace and abandon the existing well or to install a filter system may be greater or less than the credit.)*

157  **HOME WARRANTY PROGRAM:** Seller agrees to provide Buyer with a limited term home warranty agreement to be effective on the date of  
158 closing, provided that the Property qualifies for the warranty plan. The charge for warranty is \$ \_\_\_\_\_ to be paid by the (Seller) (Buyer)  
159 **[STRIKE ONE]** ("Seller" if neither is struck) at closing. This price includes the full amount of all fees due and payable and the costs of inspection  
160 and administration. The warranty plan will be ordered by the (listing) (cooperating) **[STRIKE ONE]** ("listing" if neither is struck) broker. Buyer and  
161 Seller understand, approve, and consent to the fact that a portion of this fee may be paid to the broker for services provided in obtaining the home  
162 warranty. Buyer is advised that a home inspection may detect pre-existing conditions which may not be covered under the warranty plan.

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163  **ZONING:** This offer is contingent upon Seller delivering within ( \_\_\_\_\_ days of acceptance) ( \_\_\_\_\_ days prior to closing)  
164  **STRIKE ONE** a letter from the applicable municipal or county zoning officials confirming that the (Property is zoned \_\_\_\_\_) (current use of  
165 the property is legal under current zoning laws) (that the Property's zoning allows the following use \_\_\_\_\_)

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

167  **TESTING CONTINGENCY:** This Offer is contingent upon (Buyer obtaining) (Seller providing)  **STRIKE ONE** ("Seller" if neither is struck) a  
168 current written report documenting the results of the following test(s): \_\_\_\_\_ within

169 ( \_\_\_\_\_ days of acceptance) ( \_\_\_\_\_ days prior to closing)  **STRIKE ONE** at (Buyer's)(Seller's)  **STRIKE ONE** ("Seller" if neither is struck)

170 expense. This testing contingency shall be deemed satisfied unless Buyer, within five days of the earlier of: 1) Buyer's receipt of the test report(s),  
171 or 2) the deadline for delivery of said report(s), delivers to Seller and Seller's agent (if the Property is listed), a copy of the test report(s) and a written  
172 notice identifying the defect(s) (as defined at lines 177-181) to which Buyer objects. Seller **(shall) (shall not)**  **STRIKE ONE** ("**shall**" if neither is  
173 **struck**) have the right to cure. If Seller has the right to cure, Seller may satisfy this contingency by (1) delivering a written notice of Seller's election to  
174 cure within 10 days of receipt of Buyer's notice; (2) and by curing the defects in a good and workmanlike manner and by giving Buyer a report of the  
175 work done 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  
176 have the right to cure; or (2) Seller has a right to cure but: a) Seller delivers notice that Seller will not cure; or b) Seller does not timely deliver the  
177 notice of election to cure. For the purposes of the "testing contingency", a defect is defined as a structural, mechanical or other condition that would  
178 have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property;  
179 or that if not repaired, removed or replaced would significantly shorten or have a significant adverse effect on the expected normal life of the  
180 Property. Defects do not include structural, mechanical or other conditions the nature and extent of which Buyer had actual knowledge or written  
181 notice before signing this Offer. **THIS CONTINGENCY IS NOT INTENDED FOR SEPTIC OR WELL WATER TESTING.**

182 \* **ADDITIONAL PROVISIONS:** \_\_\_\_\_  
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206 BUYER AND SELLER ARE ADVISED THAT THIS ADDENDUM CONTAINS PROVISIONS WHICH ARE NOT APPROPRIATE IN ALL  
207 TRANSACTIONS. NO REPRESENTATION IS MADE AS TO THE LEGALITY, APPROPRIATENESS OR ADEQUACY OF ANY PROVISION IN A  
208 SPECIFIC TRANSACTION. BUYER AND SELLER ARE ENCOURAGED TO CONSULT WITH THEIR OWN LEGAL COUNSEL REGARDING THE  
209 INTERPRETATION, LEGALITY, APPROPRIATENESS OR ADEQUACY OF THE PROVISIONS OF THIS ADDENDUM.

210 **READING/UNDERSTANDING:** By initialing below, each Party acknowledges receipt of a copy of this Addendum and that he/she has  
211 carefully read the entire Offer, Addenda and any other documents incorporated into the Offer.

212 The Parties acknowledge that the terms of this Addendum are incorporated into and made a part of the Offer. Seller's initials shall not constitute the  
213 acceptance or other disposition of the Offer, which disposition shall be as indicated on the Offer itself.

214  
215 (X) \_\_\_\_\_ (X) \_\_\_\_\_ (X) \_\_\_\_\_ (X) \_\_\_\_\_  
216 Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date