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Use Date: 2.1.23

**ADDENDUM AC TO OFFER TO PURCHASE – Additional contingencies**

This Addendum is made part of the Offer to Purchase dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ made by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Buyer) with respect to the Property at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Wisconsin. If different, the mailing address is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Wisconsin. (collectively Property)

**Inclusion of OPTIONAL PROVISIONS** The provisions preceded by an open box ( ⬜ ) are part of this addendum if marked such as with an “x”. They are not part if marked “n/a” or left blank.

**INSPECTION CONTINGENCY:** Buyer agrees not to submit any Notice of Defects, or Amendment for repairs, replacement, credit, or price reduction, under the Inspection Contingency in the Offer, unless the cumulative estimated cost to repair or replace the Defect(s) identified in the inspection(s) exceed(s) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ if the Seller has the Right to Cure Defects. If Buyer delivers a Notice of Defects, Seller’s election to cure applies only to the balance of the items for which the cumulative cost to repair or replace exceeds the amount stated on line 10.

Estimate(s) of cost(s) for repair or replacement shall be obtained from independent qualified professional(s) or contractor(s) selected by Buyer. Seller agrees to provide access for Buyer and Buyer’s qualified professional(s) or contractor(s) to obtain such estimate(s). The Buyer shall pay any costs associated with obtaining the estimates.

The parties may together agree on the cost(s) to repair or replace the Defect(s) for purposes of this provision. The estimate(s) obtained or agreed upon are utilized only for execution of this provision and do not affect any Seller Right to Cure unless specifically agreed in writing.

One or more of the following provisions may also be included, if checked:

Seller may also obtain estimates by independent qualified professional(s) or contractor(s) and deliver to Buyer by the deadline for the Inspection Contingency, if delivered before any Notice of Defects is delivered to Seller by Buyer, based upon the estimate(s) obtained by Buyer. If the Seller timely delivers such estimate(s) and the estimate(s) differ from the Buyer’s estimate(s) for the same item(s) or cost(s), the parties agree they will average the different estimates for each affected item to arrive at the costs(s) for purposes of this provision.

Either party may extend the original deadline for the Inspection Contingency by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ days (“5” if left blank) to allow for follow-up inspection(s) and/or obtaining estimate(s). Either party may do this by delivering written notice of extension, if delivered to the other party prior to expiration of the original deadline for the Inspection Contingency.

**Appraisal GAP:** Buyer represents Buyer has consulted with Buyer’s lender before including this provision.

If the Offer includes an Appraisal Contingency and the appraised value is less than the Purchase Price, the Buyer agrees to cover the difference up to $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Appraisal Gap’). Buyer hereby represents the Buyer has sufficient funds to cover the gap and amount financed in the Financing Commitment Contingency in the Offer. Buyer is hereby prohibited from sending a notice objecting to the appraised value unless the appraised value is lower than the Purchase Price minus the Appraisal Gap.

If Seller has the Right to Cure the Appraisal Contingency in the Offer, Seller may satisfy the contingency by delivering written notice to Buyer adjusting the Purchase Price to the value shown on the appraisal report, plus the Appraisal Gap. All other terms of the Appraisal Contingency remain the same.

**Escalation Clause:** If Seller accepts this Offer and receives one or more additional bona fide offers to purchase the Property with terms acceptable to Seller (Other Offers), no later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date) which result in Net Proceeds of Sale (Purchase Price minus any monetary contributions by Seller) payable to Seller equal to or greater than the Net Proceeds of Sale payable to Seller under this Offer, then the purchase price of this Offer shall automatically increase to an amount which generates Net Proceeds of Sale to Seller $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in excess of the highest Net Proceeds of Sale generated in such Other Offers.

The Purchase Price of this Offer may be increased  **once** **more than once** **CheckONE** (“once” if neither is checked) based on one or more Other Offers.

The Purchase Price of this Offer shall not exceed $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

If the Purchase Price of this Offer is increased based on one or more Other Offers, Seller shall, no later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ days (“two days” if left blank), after receipt of said Other Offers submit to Buyer a signed amendment to the Offer reflecting the adjusted Purchase Price and a copy of any Other Offers that resulted in, and were the basis for the increase to the Purchase Price of this Offer. The original Purchase Price remains the same if Seller does not provide the amendment.

**Seller or their attorney shall send a bona fide Other Offer to Buyer’s email address at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Buyer agrees to accept the amendment and deliver it back to Seller according to the delivery terms in this Offer and by the deadline for acceptance in the amendment.

Wis. Admin. Code § REEB 24.12 prohibits a licensed real estate agent from disclosing any of the terms of one prospective buyer’s offer to purchase, exchange agreement or option contract proposal to any other prospective buyer or to any person with the intent that this information be disclosed to any other prospective buyer. Accordingly, delivery of Other Offers must be conducted solely between Buyer and Seller or their attorneys and cannot involve their respective real estate agents.

**READING AND UNDERSTANDING** By initialing below, all parties acknowledge receipt of a copy of this addendum and that they have read all pages of this addendum, the offer and any other documents incorporated into the offer.

(X) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (X) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (X) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (X) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer Initials Date Buyer Initials Date Seller Initials Date Seller Initials Date

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