

ADDENDUM X TO 2010 WB-11 RESIDENTIAL OFFER

1 This Addendum is made part of the Offer dated _____, made by _____
2 (Buyer) with respect to the Property _____.

3 **Note: Modifications may not be necessary in every transaction. Strike any provision that is not necessary.**

4 **PAYMENT OF EARNEST MONEY** The following is added to the blank beginning at the end of line 11: paid to selling
5 agent or listing broker by the same deadline. *Note: This revision provides Buyer with additional methods for payment*
6 *of earnest money by the deadline in the Offer consistent with current practices.*

7 **DISCLOSURE OF INFESTATION** Line 93 is revised to read: Current animal or insect infestation or current or previous
8 termite, powder-post beetle or carpenter ant infestation. *Note: Disclosure of previous animal or insect infestations*
9 *that do not cause a current defect is not provided because of the difficulty of disclosing all past kitchen moth, box*
10 *elder bug, mayfly, ant (non-wood eating), ladybug, etc. infestations which commonly occur without causing defects.*

11 **CLOSING PRORATIONS** Per lines 117 – 123 “based on date of closing values” is defined as the values available at the
12 time the closing prorations are calculated but no earlier than 10 days prior to closing. *Note: this is necessary because*
13 *closing prorations ordinarily must be calculated prior to the date of closing.*

14 Notwithstanding lines 121-123 real estate taxes are to be prorated at closing and lines 126-129 are not prorations
15 of Net General Taxes as defined. *Note: this revision is required to correct a drafter’s error.*

16 **RENTAL WEATHERIZATION** Line 143 is revised by adding “If not exempt,” to the beginning of the sentence. The full
17 sentence now reads: If not exempt, (Buyer)(Seller) STRIKE ONE (“Buyer” if neither is stricken) will be responsible for
18 compliance, including all costs, with applicable Rental Weatherization Standards (Wis. Admin. Code Ch. Comm 67).
19 *Note: This revision is necessary so that the contract does not require compliance with the Rental Weatherization*
20 *Code in transactions exempt from the Rental Weatherization Code.*

21 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** The sentence beginning on line 212 is revised to read:
22 Seller shall provide buyer with lien waivers required for all improvements made in the 6 months prior to closing. The
23 title company issuing the owner’s policy shall determine what lien waivers are required. *Note: This revision is*
24 *necessary because generally only repairs and restorations that are “improvements” create contractor lien rights and*
25 *therefore require lien waivers.*

26 **DELIVERY OF BUYER’S LOAN COMMITMENT** The bolded sentences at lines 240 to 244 and 246-248 are revised to
27 delete the requirement that Buyer’s direction to deliver the loan commitment must be in writing. *Note: This is*
28 *necessary to avoid giving Seller possible termination rights because Buyer chooses to authorize delivery of Buyer’s*
29 *loan commitment verbally. The Parties should strike this provision if verbal direction to deliver is not sufficient.*

30 **PROOF OF FUNDS IF OFFER IS NOT CONTINGENT ON FINANCING** The first sentence beginning on line 259 is
31 replaced with the following: Within 10 days of acceptance Buyer shall provide Seller with written evidence
32 acceptable to Seller reasonably demonstrating that Buyer has or shall have sufficient funds available for closing.
33 Seller shall not unreasonably withhold acceptance of this written evidence. *Note: this definition is required to*
34 *provide reasonable standards for proof of funds for closing in “cash” sales.*

35 **CONVEYANCE OF TITLE** Delete the phrase “present uses of the Property in violation of the foregoing disclosed in
36 Seller’s Real Estate Condition Report and in this Offer,” at lines 332-333. The following sentence is inserted at the
37 end of line 338: “Present uses of the Property in material violation of municipal and zoning ordinances (including
38 agreements entered under them) and/or recorded building and use restrictions and covenants are encumbrances
39 for the purposes of this paragraph unless the nature and extent of the “use violation” is known by Buyer or is
40 disclosed in writing to the Buyer in this Offer or in previous written disclosures received by or delivered to Buyer.
41 *This revision corrects a drafter’s error.*

42 **GOOD AND WORKMANLIKE MANNER** All cures, repairs and restorations completed by Seller shall be done in a
43 good and workmanlike manner unless otherwise agreed in writing by the Parties.

44 **GAP ENDORSEMENT** Line 347 – delete the word “any.” *Note: This revision is necessary because the Gap*
45 *Endorsement as defined in the WB-11 is not generally available in the marketplace. Consult with local Title*
46 *Professionals regarding the scope of available Gap Endorsement coverages.*

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50 _____
Buyer’s Initials Date Buyer’s Initials Date Seller’s Initials Date Seller’s Initials Date
51 Addendum X Drafted by Attorney Richard J. Staff