

**ADDENDUM B TO THE OFFER TO PURCHASE**

1 This Addendum is made part of the Offer to Purchase dated \_\_\_\_\_, made by \_\_\_\_\_  
2 \_\_\_\_\_ (Buyer), with respect to the Property at \_\_\_\_\_  
3 \_\_\_\_\_.

4 **INCLUSION OF OPTIONAL PROVISIONS:** Terms of this Offer that are preceded by an OPEN BOX () are part of  
5 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

6 **CAUTION: Buyer must include contingencies in this Offer for tests or inspections Buyer wishes to conduct.**  
7 **Testing or inspection without a contingency is prohibited. Specific addenda are available for testing or evaluation**  
8 **of Lead-Based Paint, Wetlands and Lead/Arsenic Pesticides.**

9  **WELL WATER TESTING CONTINGENCY:** This Offer is contingent upon Buyer receiving, no later than \_\_\_\_\_  
10 days (after acceptance)(prior to closing)  ("prior to closing" if neither is stricken), a current written report from  
11 a state-certified or other independent qualified lab that indicates that the well(s) is/are supplying water that is within the  
12 levels established by federal or state laws or guidelines regulating public water systems for safe human consumption,  
13 relative to the following substances: bacteria (total Coliform and E.coli), nitrate, arsenic and:  
14 \_\_\_\_\_.

15 (Note: If desired by Buyer or required by Buyer's  
16 lender, insert other substances that may affect drinking water safety such as atrazine, pesticides, lead, nitrite, copper,  
17 radium, radon, etc., or that may affect water aesthetics, such as iron, sulfur bacteria, etc. See the DNR Web site at  
18 <https://dnr.wisconsin.gov/topic/DrinkingWater/contaminants.html> for information).

19 (Buyer)(Seller)  ("Buyer" if neither is stricken) shall be responsible for obtaining the report(s), including all  
20 costs. All water samples used for testing shall be taken after binding acceptance of this Offer by a licensed plumber or  
21 other independent, qualified person.

22 Seller (shall)(shall not)  ("shall" if neither is stricken) have the right to cure.

23 **See lines 52-70 regarding Contingency Satisfaction and the Right to Cure.**

24  **WELL SYSTEM(S) INSPECTION CONTINGENCY:** This Offer is contingent upon Buyer receiving, no later than  
25 \_\_\_\_\_ days (after acceptance)(prior to closing)  ("prior to closing" if neither is stricken), a current  
26 written Property Transfer Well(s) and Pressure System(s) Inspection report from a Wisconsin licensed well driller or a  
27 Wisconsin licensed pump installer competent to inspect well systems, which indicates that the \_\_\_\_\_  
28 [state kind of well(s), e.g., point driven, number of wells, etc., if known] well(s) and  
29 pressure system(s) complies with code. (Buyer)(Seller)  ("Buyer" if neither is stricken) shall be responsible  
30 for obtaining the report(s), including all costs.

31   **CHECK IF APPLICABLE** The Party ordering the inspection shall request that well capacity/water yield information  
32 be provided, in writing, along with the Property Transfer Well(s) and Pressure System(s) Inspection results form.

33 **If the well is inspected, the Well Water Testing Contingency is automatically selected and included in this Offer.**

34 See <https://dnr.wi.gov/files/pdf/pubs/dg/DG0091.pdf> for well inspection and water testing information.

35 Seller (shall)(shall not)  ("shall" if neither is stricken) have the right to cure.

36 **See lines 52-70 regarding Contingency Satisfaction and the Right to Cure.**

37  **PRIVATE SANITARY SYSTEM (POWTS) INSPECTION CONTINGENCY:** This Offer is contingent upon Buyer  
38 receiving, no later than \_\_\_\_\_ days (after acceptance)(prior to closing)  ("prior to closing" if neither is  
39 stricken), a current written report from a county sanitarian, licensed master plumber, licensed master plumber-restricted  
40 service, licensed plumbing designer, registered engineer, certified POWTS inspector, certified septage operator, and/or a  
41 certified soil tester, which indicates that the POWTS conforms to the code in effect when the POWTS was installed and is  
42 not disapproved for current use, and is hydraulically functional and structurally sound.

43 **NOTE: This may include a records review to confirm installation date and specifications observed by the**  
44 **installer. Different professionals may be needed to inspect different system components. This contingency does**  
45 **not authorize soil testing.**

46 See <https://dsps.wi.gov/Documents/Programs/POWTS/GrassGreener.pdf> for additional POWTS information.

47 If required by the inspector, the POWTS is to be pumped at time of inspection.

48 (Buyer)(Seller)  ("Buyer" if neither is stricken) shall be responsible for obtaining the report(s), pumping the  
49 POWTS if required by the inspector, and for all other costs.

50 Seller (shall)(shall not)  ("shall" if neither is stricken) have the right to cure.

51 **See lines 52-70 regarding the Contingency Satisfaction and Right to Cure.**

52 **Buyer is advised to check with the county and local municipality for additional POWTS requirements.**

53 **CONTINGENCY SATISFACTION / RIGHT TO CURE:** Each contingency selected above [Well Water, Well System(s)  
54 Inspection or Private Sanitary System(s) (POWTS) Inspection on lines 9-51] shall be deemed satisfied unless Buyer,  
within 5 days of the deadline for delivery or receipt of said report(s), delivers to Seller a copy of the written report(s) and a

55 written notice listing the Defect(s) identified in those report(s) to which Buyer objects or stating why the report(s) do(es)  
56 not satisfy the standard set forth in the contingency(ies) selected (Notice of Defects).

57 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

58 **RIGHT TO CURE:** If Seller has the right to cure, Seller may satisfy this contingency by:

59 (1) delivering written notice to Buyer within \_\_\_\_ ("10" if left blank) days after Buyer's delivery of the Notice of Defects stating  
60 Seller's election to cure Defects;

61 (2) curing the Defects in a good and workmanlike manner; and

62 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

63 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

64 (1) Seller does not have the right to cure; or

65 (2) Seller has the right to cure but:

66 (a) Seller delivers written notice that Seller will not cure; or

67 (b) Seller does not timely deliver the written notice of election to cure.

68 This Offer shall be null and void if Buyer delivers notice to Seller, within 5 days of the deadline for delivery of the report(s),  
69 stating Seller failed to deliver report(s) by the respective stated deadline [if Seller was responsible to provide the  
70 report(s)].

71 **WELLS AND WELL WATER:**

72 **Required Well Water Testing.** *Per Wis. Admin. Code § NR 812.44, if a property transfer well inspection is conducted*  
73 *the licensed well driller or a licensed pump installer conducting the inspection is required to collect well water*  
74 *samples for bacteria (total Coliform and E.coli), nitrate, and arsenic testing.*

75 **Well Water Chlorination.** If the initial well water report indicates bacteriological contamination and Seller has the right to  
76 cure, Seller may chlorinate the well and retest up to two times, with the deadlines for the Buyer's receipt of the report and  
77 for closing extended for up to 14 days. After a report of bacteriological contamination, Seller must produce two safe water  
78 reports to satisfy the well water contingency, unless otherwise agreed in writing.

79 **Well Water Mediation.** If a well water test report reveals elevated levels of a contaminant, the Parties may request  
80 suggestions regarding mediation from the well driller or pump installer who inspected the well or seek information or from  
81 any licensed well driller or licensed pump installer.

82 **ABANDONED WELLS:** If Seller has notice or knowledge of an abandoned well(s) on the Property, or any other well(s)  
83 required to be closed per applicable law, or Seller is made aware of such a well(s) prior to closing, Seller shall, prior to  
84 closing, close the well(s) at Seller's expense and provide Buyer with documentation of closure in compliance with  
85 applicable codes or provide Buyer with documentation evidencing the well(s) was previously closed in compliance with the  
86 applicable codes in effect at the time of closure.

87 **"POWTS:"** Private Onsite Wastewater Treatment Systems or POWTS is the terminology used by the Wisconsin  
88 Department of Safety and Professional Services and sanitary system professionals, as well as in Wis. Admin. Code  
89 Chapter SPS 383, when referring to a private sanitary system. A modification to an existing POWTS, including the  
90 replacement, alteration or addition of material or components, shall conform to current code as stated in Wis. Admin.  
91 Code Chapter SPS 383. Modification of one part of a POWTS may affect the performance or the operation of other parts  
92 of the POWTS thereby necessitating further modifications for the other parts to remain compliant.

93 **UTILITY SERVICE:** Seller shall be responsible for providing electric, water service and/or other utility service as  
94 necessary for any inspection or testing unless otherwise designated in Additional Provisions on lines 137-157.

95 **SANITARY DISTRICT:** Buyer is informed that the Property may be located within an established sanitary district. Buyer  
96 may be subject to taxes, special assessments or other charges for sewer planning or construction, user fees and related  
97 costs. Buyer is encouraged to contact officials of the sanitary district to inquire about such costs.

98  **SHARED WELL AGREEMENT:** This Offer is contingent upon Seller, at Seller's expense, delivering to Buyer a copy  
99 of an acceptable shared well agreement no later than \_\_\_\_\_ days (after acceptance) (prior to closing) ~~STRIKE ONE~~  
100 ("after acceptance" if neither is stricken) of this Offer. The shared well agreement shall be acceptable if it provides an  
101 equal allocation of all operation and maintenance expenses to each property sharing the well, limits use of the well to  
102 residential purposes, allows reasonable access to the well as needed for necessary maintenance and repairs, and  
103 prohibits use for filling a swimming pool serving the Property, except for "topping off" for loss from evaporation. This  
104 contingency shall be deemed satisfied unless Buyer, within 5 days of the deadline for Seller's delivery of the agreement  
105 delivers to Seller a written notice listing the terms and conditions of the agreement to which Buyer objects. Upon receipt of  
106 said notice Seller shall then have 10 days to cure said objections and provide Buyer with written evidence of same and  
107 the time for closing shall be extended accordingly. If the agreement has not already been recorded, it shall be provided in  
108 recordable form, with recording fees to be Seller's expense at closing. If Seller is unable to cure, Buyer shall deliver a  
109 notice of termination to Seller and this Offer shall be null and void. This Offer shall be null and void if Buyer delivers notice  
110 to Seller, within 5 days of the delivery deadline, stating Seller failed to deliver a copy of the shared well agreement.

111  **SHARED DRIVEWAY AGREEMENT:** This Offer is contingent upon Seller, at Seller's expense, delivering to Buyer a  
112 copy of a shared driveway agreement no later than \_\_\_\_\_ days (after acceptance) (prior to closing) ~~STRIKE ONE~~  
113 ("after acceptance" if neither is stricken) of this Offer. The agreement shall provide appurtenant rights for ingress and  
114 egress benefitting the parties and that the parties to the agreement share equally in the rights, expenses, and obligations

115 relating to use and maintenance of the shared driveway. This contingency shall be deemed satisfied unless Buyer, within  
116 5 days of the deadline for Seller's delivery of the agreement, delivers to Seller a written notice listing Buyer's specific  
117 objections to the terms and conditions of the agreement. Upon receipt of said notice Seller shall have 10 days to cure said  
118 objections and the time for closing shall be extended accordingly. If the agreement has not already been recorded, it shall  
119 be provided in recordable form, with recording fees to be Seller's expense at closing. If Seller is unable to cure, Buyer  
120 shall deliver a notice of termination to Seller and this Offer shall be null and void. This Offer shall be null and void if Buyer  
121 delivers notice to Seller, within 5 days of the delivery deadline, stating Seller failed to deliver a copy of the shared  
122 driveway agreement.

123  **UNDERGROUND OR ABOVEGROUND FUEL STORAGE TANK(S) CURRENTLY NOT IN USE:** Buyer and Seller  
124 acknowledge that, as of the date of acceptance of this Offer, there is an underground (UST), aboveground (AST) or  
125 basement fuel tank(s) on the Property that currently is not being used. (Buyer) (Seller) ~~STRIKE ONE~~ ("Seller" if neither is  
126 stricken) shall assume all responsibility, including the cost for the closure, abandonment or removal of the tank(s). If Seller  
127 is responsible, closure, abandonment, or removal shall be done no later than \_\_\_\_\_ days ("5" if left blank) prior to  
128 closing per applicable state law requirements. Seller shall, at least 5 days prior to closing, deliver to Buyer written  
129 confirmation that the tank(s) and related components have been closed, including a copy of any applicable contractor's  
130 report and any required Department of Agriculture, Trade and Consumer Protection (DATCP) registration. If Seller does  
131 not deliver written confirmation at least 5 days prior to closing, Buyer may deliver a notice of termination and this Offer  
132 shall be null and void. For tank closure information, see <https://datcp.wi.gov/Documents/AbandonedTanksFactSheet.pdf>  
133 and <https://datcp.wi.gov/Documents/PermanentClosureStorageTanksFactSheet.pdf>. For closure of basement tanks, see  
134 Wis. Admin. Code § ATCP 93.315 at [https://docs.legis.wisconsin.gov/code/admin\\_code/atcp/090/93/iii/315](https://docs.legis.wisconsin.gov/code/admin_code/atcp/090/93/iii/315).

135 **■ DEFAULT NUMBER OF DAYS:** Default number of days is 20 if nothing is entered on blank lines requiring entry of a  
136 number of days and there is no specific default stated within the provision.

137 **■ ADDITIONAL PROVISIONS:** \_\_\_\_\_  
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158 **■ READING:** By initialing and dating below, each Party acknowledges they have received and read a copy of this  
159 Addendum.

160 (X) \_\_\_\_\_ (Date) ▲ (X) \_\_\_\_\_ (Date) ▲  
161 (Buyer(s)' Initials) ▲ (Date) ▲ (Seller(s)' Initials) ▲ (Date) ▲