

**ADDENDUM B TO THE OFFER TO PURCHASE**

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

4 **PARAGRAPHS PRECEDED BY A BOX ARE A PART OF THIS ADDENDUM IF MARKED, SUCH AS WITH AN "X."**  
5 **THEY ARE NOT PART OF THIS ADDENDUM IF MARKED "N/A" OR ARE LEFT BLANK.**

6 **■ WELL:** There  is  is not an active well serving the Property. The well and all related equipment  is  is not  
7 located entirely on the Property. The well  is  is not a private shared well.

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

13 \_\_\_\_\_ . NOTE: if desired, insert other substances  
14 that may affect drinking water safety such as: nitrate, pesticides, lead, arsenic, herbicides, etc. See DNR Web site at  
15 <http://www.dnr.state.wi.us/org/water/dwg/priweltp.htm>. (Buyer) (Seller) **STRIKE ONE** ("Seller" if neither is struck  
16 shall be responsible for obtaining the report(s), including all costs. All water samples used for testing shall be taken  
17 by a licensed plumber or other independent, qualified person. Seller (shall) (shall not) **STRIKE ONE** ("shall" if  
18 neither is struck) have the right to cure. See lines 49 - 66 regarding the right to cure.

19  **WELL SYSTEM INSPECTION CONTINGENCY:** This Offer is contingent upon Buyer receiving, no later than \_\_\_\_\_  
20 days (after acceptance) (prior to closing) **STRIKE ONE** ("prior to closing" if neither is struck), a current written  
21 report from a licensed well driller or a licensed pump installer competent to inspect well systems, which indicates that  
22 the well(s) and pressure system(s) conform to the (code in effect at time of installation) (current code)  
23 **STRIKE ONE** ("code in effect at time of installation" if neither is struck) and are not disapproved for current use.  
24 (Buyer) (Seller) **STRIKE ONE** ("Seller" if neither is struck) shall be responsible for obtaining the report(s), including  
25 all costs. Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is struck) have the right to cure. See lines 49 - 66  
26 regarding the right to cure.

27  **PRIVATE SANITARY SYSTEM (POWTS) INSPECTION CONTINGENCY:** This Offer is contingent upon Buyer  
28 receiving, no later than \_\_\_\_\_ days (after acceptance) (prior to closing) **STRIKE ONE** ("prior to closing" if neither is  
29 struck), a current written report from a county sanitarian, licensed master plumber, licensed master plumber-restricted  
30 service, licensed plumbing designer, registered engineer, certified POWTS inspector, certified septage operator,  
31 and/or a certified soil tester, which indicates that the POWTS conforms to the code in effect when the POWTS was  
32 installed, is not disapproved for current use (is hydraulically functional) and maintains vertical separation from limiting  
33 conditions such as groundwater and bedrock per current code. If required by the inspector, the POWTS is to be  
34 pumped at time of inspection, at Seller's expense. (Buyer) (Seller) **STRIKE ONE** ("Seller" if neither is struck) shall be  
35 responsible for obtaining the report(s), including all costs. Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is  
36 struck) have the right to cure. See lines 49 - 66 regarding the right to cure. NOTE: Different professionals may be  
37 needed to inspect different system components.

38 **■ ADDITIONAL PROVISIONS:** \_\_\_\_\_  
39 \_\_\_\_\_  
40 \_\_\_\_\_  
41 \_\_\_\_\_  
42 \_\_\_\_\_  
43 \_\_\_\_\_  
44 \_\_\_\_\_

45 **■ READING:** By initialing and dating below, each Party acknowledges that they have received and read a copy of  
46 this Addendum.

47 \_\_\_\_\_  
48 (Buyer(s)' Initials) (Date) (Seller(s)' Initials) (Date)

Phone:

Fax:

49 ■ **CONTINGENCY SATISFACTION / RIGHT TO CURE:** Each contingency selected above [well water, well system  
50 or private sanitary system (POWTS)] shall be deemed satisfied unless Buyer, within five days of the earlier of: 1)  
51 Buyer's receipt of the applicable water, well or sanitary system report(s) or 2) the deadline for delivery of said report(s)  
52 [Note: (2) is not applicable when Seller is providing report(s)], delivers to Seller and listing broker, if Property is listed,  
53 a copy of the report(s) and a written notice stating why the report(s) do(es) not satisfy the standard set forth in the  
54 contingency(ies) selected. If Seller has the right to cure, Seller may satisfy this contingency by (1) delivering a written  
55 notice of Seller's election to cure within 10 days of receipt of Buyer's notice; (2) and by curing the defects in a good  
56 and workmanlike manner that satisfies the standard set forth in the selected contingency and by giving Buyer a report  
57 of the work done prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the above notice  
58 and report and (1) Seller does not have the right to cure; or (2) Seller has a right to cure but: a) Seller delivers written  
59 notice that Seller will not cure or b) Seller does not timely deliver the notice of election to cure.

60 ◆ If the initial well water report indicates bacteriological contamination, Seller may chlorinate the well and retest up  
61 to two times, with the deadlines for the Buyer's receipt of the report and for closing extended for up to 14 days. After a  
62 report of bacteriological contamination, Seller must produce two safe water reports to satisfy the well water  
63 contingency, unless otherwise agreed in writing.

64 ◆ A POWTS failing to meet the stated standards may be cured only by repairing the current POWTS or by  
65 replacing the current POWTS with the same type of system which meets the standards stated in the POWTS Inspection  
66 Contingency, unless otherwise agreed in writing.

67 ■ **SHARED WELL AGREEMENT:** If the well providing drinking water to the Property is a private shared well Seller  
68 shall, at Seller's expense, provide Buyer, no later than 15 days before closing, with a copy of a shared well agreement  
69 that provides, unless otherwise agreed in writing, standards for the operation, maintenance, water testing, repair and  
70 use of the well for residential purposes, and the prorata sharing of costs and responsibilities among all parcels served  
71 by the well. If not yet recorded, the agreement shall be in recordable form and shall be recorded at Seller's expense at  
72 closing.

73 ■ **ABANDONED WELLS:** If there is an abandoned well on the Property that has not been closed, Seller shall, prior to  
74 closing and at Seller's expense, close the well and provide Buyer with documentation confirming closure in  
75 compliance with all applicable codes. If there is any abandoned well on the Property that was previously closed,  
76 Seller shall provide Buyer with documentation evidencing that the well closure was in compliance with all applicable  
77 codes in effect at that time.

78 ■ **DEFAULT NUMBER OF DAYS:** Default number of days is 15 if nothing is entered on blank lines requiring the entry  
79 of a number of days.

80 ■ **POWTS:** Private Onsite Wastewater Treatment Systems or POWTS is the terminology used by the Wisconsin  
81 Department of Commerce and sanitary system professionals, as well as in applicable code, Wis. Admin. Code  
82 Chapter Comm 83, when referring to a private sanitary system.

83 ■ **LOCAL CODE COMPLIANCE:** The Parties should check county and municipal well and septic ordinances and  
84 codes for additional requirements that may apply to the Property.

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

88 BUYER AND SELLER ARE ADVISED THAT THIS ADDENDUM CONTAINS PROVISIONS WHICH MAY NOT BE  
89 APPROPRIATE IN ALL TRANSACTIONS. NO REPRESENTATION IS MADE THAT THE PROVISIONS OF THIS  
90 ADDENDUM ARE APPROPRIATE, ADEQUATE OR LEGALLY SUFFICIENT FOR ANY SPECIFIC TRANSACTION.  
91 BUYER AND SELLER ARE ENCOURAGED TO CONSULT WITH LEGAL COUNSEL REGARDING THE PROVISIONS  
92 OF THE OFFER AND THIS ADDENDUM.

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