

Things To Consider When Selling Your House



WINTER/SPRING

2022

EDITION



Team Lahti
BADGER
REALTY TEAM



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Why To Sell This Winter/Spring

If you're trying to decide when to sell your house, there may not be a better time than this winter. Selling this season means you can take advantage of today's strong sellers' market when you make a move.

Win When You Sell

Right now, we're still in a sellers' market, which means conditions are very favorable for current homeowners looking for a change. If you sell now, data shows you can expect:

Your House Will Stand Out

While research from *realtor.com* indicates there are more sellers getting ready to list their homes this winter, there are still more buyers in the market than there are homes for sale. If you sell your house now, before more houses are listed, it will get more attention from serious buyers who are eager to find a home.

Your House Will Likely Get Multiple Offers

When supply is low and demand is high like it is now, buyers have to compete with each other for a limited number of homes for sale. The *Realtors Confidence Index* from the *National Association of Realtors* (NAR) shows sellers are getting **an average of 3.6 offers** in today's market.

Your House Should Sell Quickly

According to the same report from NAR, homes are selling in a median of just **18 days**. As a seller, that's great news for you if you're looking for a quick process.

Win When You Move

In addition to these great perks, you'll also win big on your next move if you sell now. *CoreLogic* reports homeowners gained an average of **\$51,500** in equity over the past year. This wealth boost is the result of buyer competition driving home prices up. You can leverage that equity to fuel a move, before mortgage rates and home prices climb more.

The longer you wait to make your move, the more it will cost you down the road. As mortgage rates rise, even modestly, it will impact your monthly payment when you purchase your next home. Waiting just a few months to move up could mean a long-term financial impact.

The good news is, today's rates are still hovering in a historically low range. According to Doug Duncan, Senior VP and Chief Economist at *Fannie Mae*:

"Right now, we forecast mortgage rates to average 3.3 percent in 2022, which though slightly higher than 2020 and 2021, by historical standards remains extremely low."

Selling before rates climb higher means you can make your move and lock in a low rate on the mortgage for your next home. This helps you get more home for your money and keeps your payments down too. You have a fantastic opportunity to get ahead today.

2022 Mortgage Rate Projections

Quarter	Freddie Mac	Fannie Mae	MBA	NAR	Average of All Four
2022 1Q	3.4	3.2	3.3	3.3	3.30%
2022 2Q	3.5	3.3	3.5	3.5	3.45%
2022 3Q	3.6	3.3	3.7	3.6	3.55%
2022 4Q	3.7	3.4	4.0	3.7	3.70%

Bottom Line

As a homeowner, you have a great opportunity to get the best of both worlds this season. You can truly win when you sell and when you buy. If you're thinking about making a move, let's connect so you have the education you need to make the best possible decision in today's sellers' market.



As buyers race against the clock of rising mortgage rates, sellers who price their homes in line with today's market and stick to their plans will likely see their expectations met.

- realtor.com

Expert Insights for Today's Sellers



Real estate experts agree; sellers have a great opportunity in front of them this season. Here are some of the main reasons experts say you should consider selling your house this winter.

“

New housing data shows 2021's feverish home sales pace broke a yearly record in October, . . . with last month marking the eighth straight month of buyers snatching up homes more quickly than the fastest pace in previous years. . . .

- *realtor.com Press Release*

“

These low mortgage rates, combined with the tailwind of first-time homebuyers entering the market, means that purchase demand will remain strong into next year.

- *Sam Khater, Chief Economist, Freddie Mac*

“

With strong homebuying demand, homes go under contract within days. Before the pandemic, the time from listing to pending usually took about three to five weeks, . . .

- *Shu Chen, Senior Professional, Office of the Chief Economist, CoreLogic*

“

Home sellers have historically moved when something in their lives changed – a new baby, a marriage, a divorce or a new job. The pandemic has impacted everyone, and for many this became an impetus to sell. . . .

- *Jessica Lautz, VP of Demographics and Behavioral Insights, National Association of Realtors (NAR)*



KEY TAKEAWAY

Homeowners who want to take advantage of today's market shouldn't wait to sell. Let's connect today so you can make a confident and informed decision when it comes to moving into your dream home this season.



What Does the Future Hold for Home Prices?

*You may be thinking of moving because you've heard about how you can benefit from today's rising home prices. According to the Home Price Insights Report from CoreLogic, nationwide, **home values increased by an impressive 18% over the last 12 months**. This is great news if you're ready to leverage your equity and make a move this season.*

Where Will Home Values Go From Here?

The dramatic rise in home prices is a direct result of more buyers in the market (demand) than houses available for sale (supply). When demand is high and supply is low like it is right now, prices naturally rise. That means sellers have the perfect opportunity to close the best possible deal by selling this winter.

And while this is great news for what your house is worth today, you may be wondering what the future holds. Will prices continue to rise with time, or should you expect them to fall? To answer that question, let's first look at a few terms you may be hearing right now.

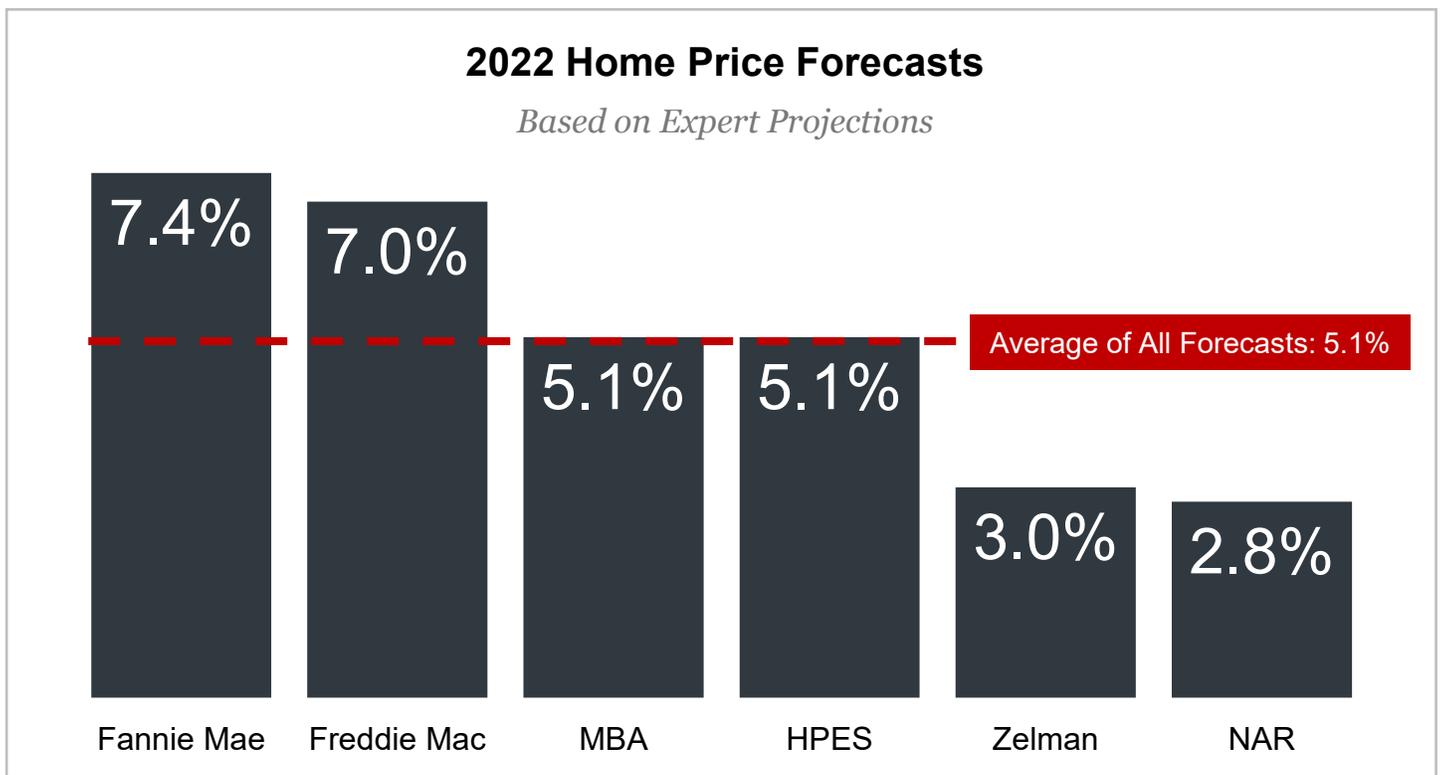
- **Appreciation** is an **increase** in the value of an asset.
- **Depreciation** is a **decrease** in the value of an asset.
- **Deceleration** is when something happens at a **slower** pace.

It's important to note home prices have increased, or **appreciated**, for nearly 10 years now. To find out if that trend will continue, look to the experts.



A Look at Expert Projections

The chart below shows 2022 price forecasts from various industry experts. The average of these projections indicates **5.1% home price appreciation in 2022**. While this isn't the record-breaking rate of over **18%** appreciation from the past year, it is a continued increase, just at a slower pace. This means experts forecast a **deceleration** in prices, but not **depreciation**. So, home prices are projected to continue increasing next year, and that's a direct result of low supply and high demand.



Bottom Line

Selling your house now is a great way to take advantage of today's home price appreciation. And when you buy your next home, you can rest assured, thanks to projections for ongoing appreciation, it'll be a worthwhile investment that will help you improve your financial future.



Sellers Have Incredible Leverage Today

With mortgage rates climbing and home prices rising, serious buyers are more motivated than ever to find a home sooner rather than later – and that’s good news for you as a seller.

Lawrence Yun, Chief Economist for the *National Association of Realtors (NAR)*, puts it best, saying:

“Housing demand remains strong as buyers likely want to secure a home before mortgage rates increase even further next year.”

But the sense of urgency they feel is complicated by the lack of homes for sale in today’s market. According to the *Existing Home Sales Report* from NAR:

“From one year ago, the inventory of unsold homes decreased 12%. . . .”

What Does This Mean for Sellers Today?

With buyers eager to purchase, but so few homes available, sellers who list their houses now have a tremendous advantage – also known as leverage – when negotiating with buyers. That’s because, in today’s market, buyers want three things:

- To be the winning bid on their dream home
- To buy before mortgage rates rise
- To buy before prices go even higher

These three buyer needs give homeowners a leg up when selling their house.



Your Leverage Can Help You Negotiate Your Best Terms

You might already realize this advantage enables you to sell at a good price, but it also means you can negotiate the best contract terms to suit your needs.

And since demand is still high, there's a good chance you'll get offers from multiple buyers who are willing to compete for your house. When you do, look closely at each offer to make sure you understand all the unique terms and conditions before you make your decision.

An agent can help you determine which offer has the best perks for you. If you have questions about what's ideal for your situation, lean on the experts. Real estate professionals have the right expertise, and they're skilled negotiators in all stages of the sales process.

Take Advantage of This Opportunity and Sell Sooner Rather Than Later

This unique opportunity to capitalize on today's low supply and high demand won't last forever. That's because recent data shows some initial inventory relief for buyers may be on its way. There are signs more sellers are about to enter the market. George Ratiu, Manager of Economic Research for *realtor.com*, says:

*“Recent survey data suggests **the majority of prospective sellers are actively preparing to enter the market this winter.**”*

For you, that means the longer you wait, the more options buyers will have to choose from, and the less leverage you'll have when you sell.

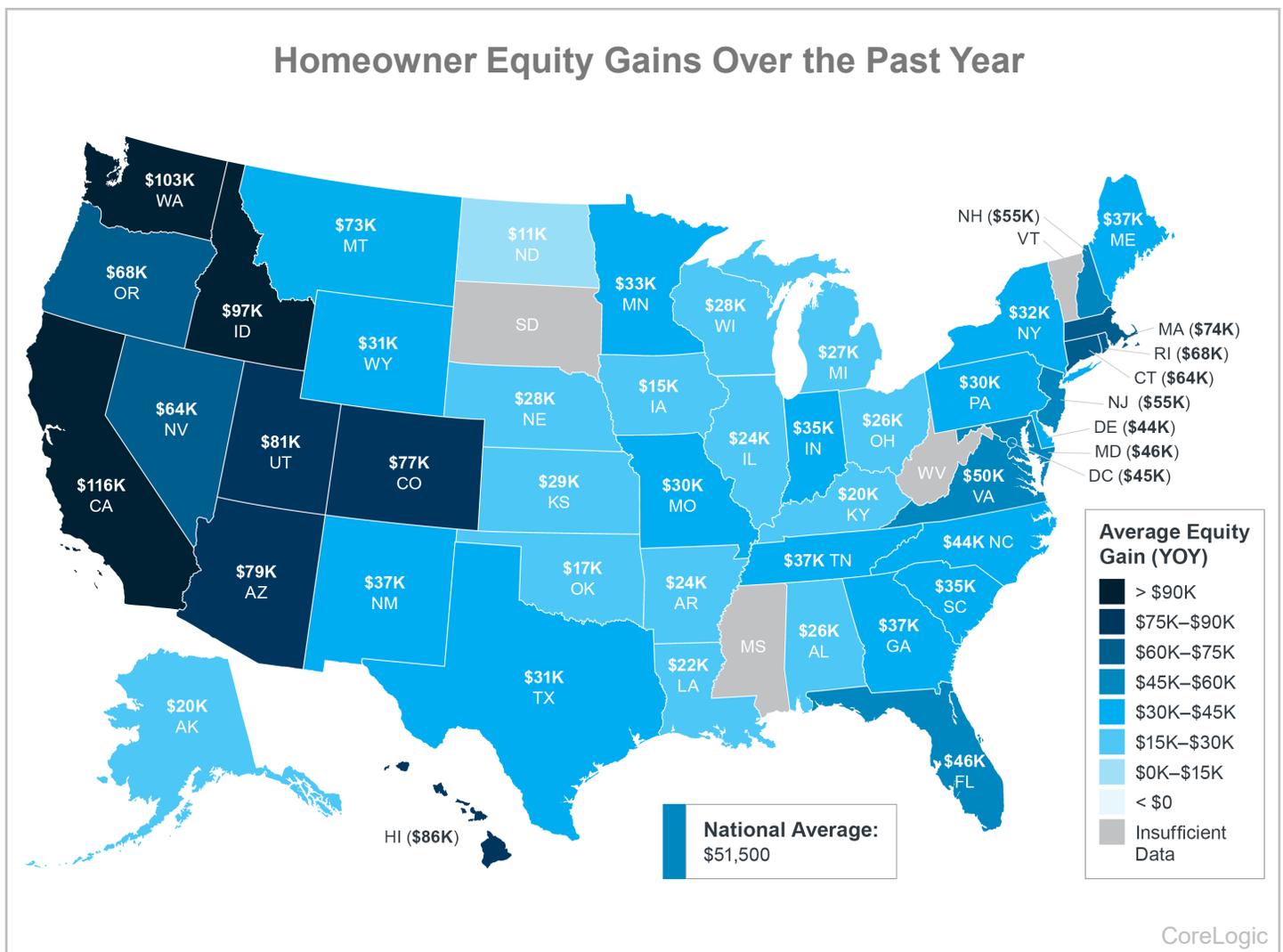
Bottom Line

Today's buyers are motivated to purchase a home, and that's great news if you're thinking of selling. Let's connect today to discuss how much leverage you have, and why it's best to sell now instead of later.



Using Your Equity To Make a Move

According to the latest data from CoreLogic, **the average homeowner gained \$51,500 in equity over the past year**, and that number continues to grow as home values appreciate.



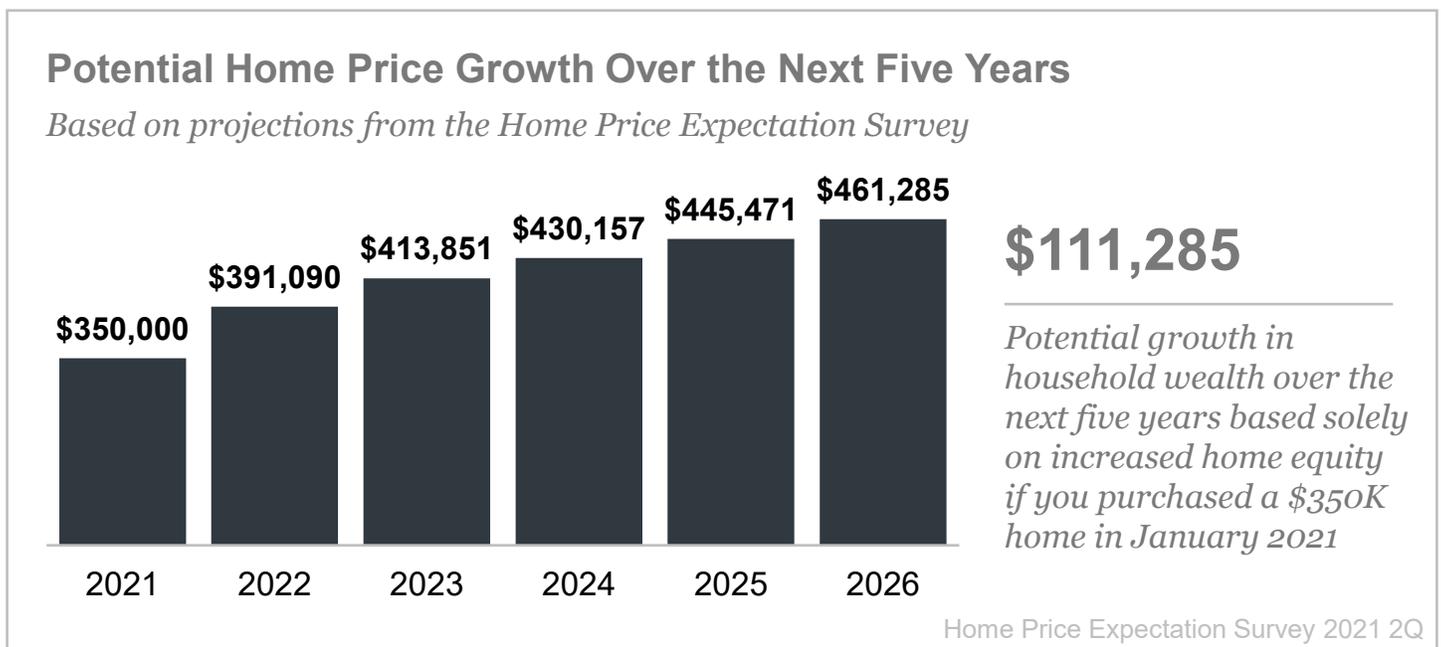
Equity is the difference between what you owe on the home and its market value based on factors like price appreciation. The best thing about equity is that it often grows without you even realizing it, especially as home values rise like they're doing today. As mentioned, the current combination of low housing supply and high buyer demand is driving home values up, which gives you a significant equity boost.

When you sell your house, that equity can be used to help you meet your goals. If you're looking to move, you can use the equity from your current home to fuel a move into the home of your dreams.

Alternatively, you can use your equity to reach other big goals in your life, such as starting your own business or funding an education.

The graph below is a great example of how price appreciation converts into equity when you own a home. If you purchased a \$350,000 home in January 2021, based on projected home price appreciation, you could potentially **gain \$111,285 in equity over the next five years – just by being a homeowner.**

So, if you're thinking of moving, don't forget – you may have more equity in your current house than you realize, and that equity can take you places.



Bottom Line

Let's connect to determine if your current home equity can help you make your next move sooner than you may have thought possible.



Homeowners across most of the United States could sit back with a smile yet again in the third quarter and watch their balance sheets grow as soaring home prices pushed their equity levels ever higher. . . . there is no doubt that homeowners continue benefitting big-time from the relentless home price increases we are seeing around the country.”

-Todd Teta, Chief Product Officer, ATTOM





If I Sell Now, Where Will I Go?

Now is clearly a great time to sell, but when you do, you may be wondering where you'll go. Let's compare the benefits of buying a newly built home versus an existing one. That way, we can work together to determine what most closely aligns with your homeownership goals.

Pros for Purchasing a Newly Built Home



Create your perfect home.

If you build a home from the ground up, you'll have the option to select the custom features you want, including appliances, finishes, landscaping, layout, and more.



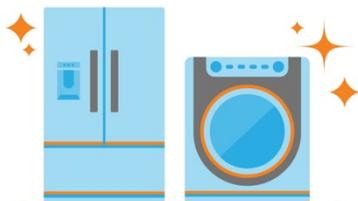
Cash in on energy efficiency.

When building a home, you can choose energy-efficient options to help lower your utility costs, protect the environment, and reduce your carbon footprint.



Minimize the need for repairs.

Many builders offer a warranty, so you'll have peace of mind on unlikely repairs. Plus, you won't have as many little projects to tackle, like leaky faucets or shutters to paint.

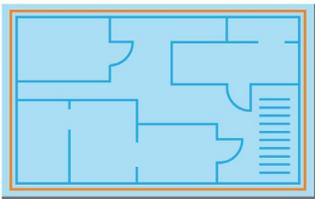


Know you have brand new everything.

Another perk is that nothing in the house is used. It's all brand new and uniquely yours from day one.



Pros for Buying an Existing Home



Explore a wider variety of home styles and floorplans.

With decades of homes to choose from, you'll have a broader range of floorplans and designs available.



Join an established neighborhood.

Existing homes give you the option to get to know the neighborhood, community, or traffic patterns before you commit.



Enjoy mature trees and landscaping.

Established neighborhoods also have more mature landscaping and trees, which can give you additional privacy and curb appeal.



Appreciate that lived-in charm.

The character of older homes is hard to reproduce. If you value timeless craftsmanship or design elements, you may prefer an existing home.

Bottom Line

If you have questions about the options in our area, let's discuss what's available and what's right for you, so you're ready to make your next move.

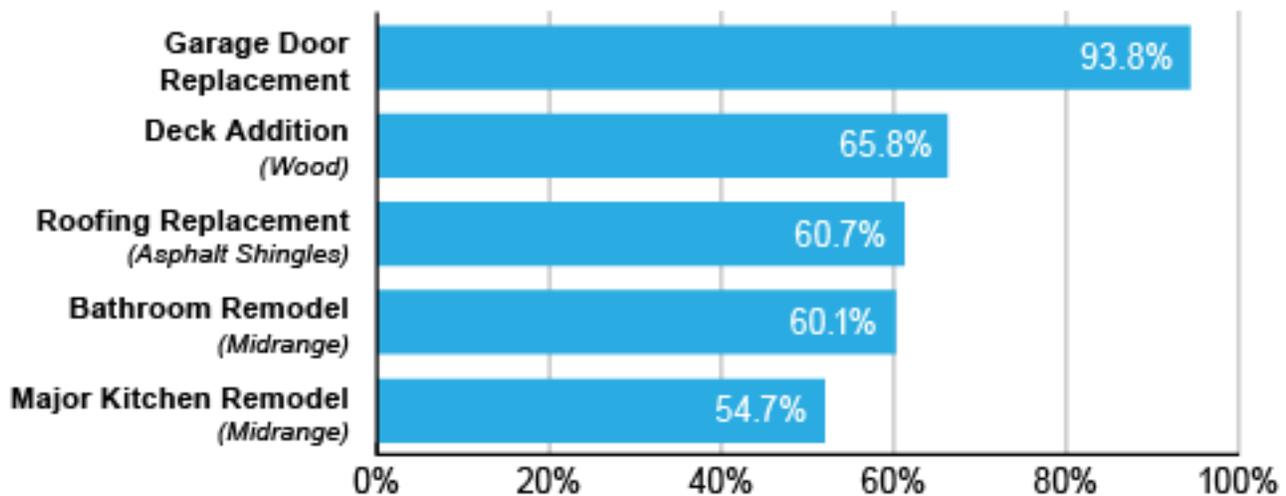
Q: Should I update my house before I sell it?

A: Ask your agent.

If you're trying to decide if you should make updates or renovations before you sell your house, your agent is your expert guide. They know what's worth it in your market and how much it could impact your sale price.



Remodeling Payback % of cost recouped for common projects



If the market is flooded with houses for sale, updates may be necessary to make your house stand out – but that's not always the case. The added expense (and the time it takes to do the work) may not be worth it in today's sellers' market.

Let's connect so you have expert advice on which updates are important for today's market. You may be able to skip the renovation headaches all together.

Keep in mind, in October...

Homes received an average of **3.6 offers**

82% of homes were on the market for less than a month



WHY WORK WITH AN SRS?

EXPERIENCE COUNTS. CREDENTIALS MATTER.

The SRS designation is a professional credential recognized by the National Association of REALTORS®.

An SRS has completed advanced specialized training in seller representation.

LEARN MORE AT WWW.REBINSTITUTE.COM

A MEMBER OF AN EXCEPTIONAL GROUP OF TRAINED SELLER ADVOCATES

what you can expect

AN SRS IS

a trained seller client advocate who knows the importance of your specific needs and will guide you through each step of the selling process.

AN SRS IS

extensively trained in a variety of marketing methods to uniquely promote your property to the widest range of prospective buyers.

AN SRS KNOWS

the importance of staging your property for best results. Staging, along with accurate pricing, will attain your desired results in a timely manner.

AN SRS UNDERSTANDS

that negotiation skills are critical to a successful transaction and will ensure you receive the best possible outcome during negotiations of sale.

AN SRS IS

uniquely qualified to exceed your expectations and build your trust.

AN SRS CONCENTRATES

their efforts on your ultimate goals to ensure you are the center of the transaction.

AN SRS HAS

a keen understanding on how to collaborate with a variety of cooperating agents of all skill levels to ensure you get the best buyer.

AN SRS ADHERES

to the highest level of professional ethics and business practices in delivering 'client level' services with integrity.



you can feel confident working with an SRS
CONFIDENCE. TRUST. EXPERIENCE.

Save Time and Effort by Selling with an Agent



*Selling a house is a time-consuming journey – especially if you decide to do it on your own, known as a **For Sale By Owner (FSBO)**. From conducting market research to reviewing legal documents, handling negotiations, and more, it’s an involved and highly-detailed process. Here are a few things you should consider before putting that For Sale sign up in your yard.*

1. Make a Good First Impression

Selling a house requires a significant amount of time and effort, even though it may seem simple at first glance. Doing it *right* takes expertise and an understanding of what buyers are looking for. An agent considers things like:



Do you need to take down your personal art?



What’s the right amount of landscaping to boost your curb appeal?



What wall colors are most appealing to buyers?

An expert real estate advisor relies on their experience to answer these questions and more, so you don’t invest in the wrong things. Your time and money are important – and you shouldn’t waste either one.

2. Maximize Your Buyer Pool

The more buyers that view your house, the more likely you are to get a better return on your investment. Today, homes are receiving an average of 3.6 offers per sale, according to recent data from the *National Association of Realtors (NAR)*. While that’s promising for the sale of your house, it’s important to understand your agent’s role in bringing buyers in.

Agents have multiple tools at their disposal – from social media to agency resources – to ensure your home is viewed by more prospective buyers. Leveraging the tools available to your agent and their expertise will give you the best advantage in the process.

3. Understand the Fine Print

An agent can also save you time by taking out the guesswork you'll have when navigating the required documentation. Today, more disclosures and regulations are mandatory, meaning the number of legal documents you need to juggle is growing.

It can be hard to truly understand all the requirements and fine print. That's where an advisor can be a valuable guide so you can avoid any costly missteps.

4. Navigate Negotiations

When it comes to selling your house as a FSBO, you'll have to handle all the negotiations. Here are just a few of the people you'll work with:



The buyer, who wants the best deal possible

The buyer's agent, who will use their expertise to advocate for the buyer

The inspection company, which works for the buyer and will almost always find concerns with the house

The appraiser, who assesses the property's value to protect the lender

An agent relies on experience and training to make the right moves during the negotiation. That's how we know what levers to pull, how to address each individual's concerns, and when you may want to get a second opinion. **Selling your house as a FSBO means you'll need to be prepared to have these conversations on your own.**

5. Price It Right

Another way your agent maximizes the sale of your home is by making sure it's priced right. Real estate professionals have the experience to compare your house to recently sold homes in your area and factor in any upgrades you've completed. Combining these factors is the key to making sure your house is priced to move quickly and competitively. When you FSBO, you're operating without this expertise.

Bottom Line

Selling your house on your own is time consuming and requires an immense amount of effort and expertise. Before you decide to sell your house yourself, let's discuss your options to make sure you get the most out of your sale.



Home Selling Process



Walk-Through/ Listing Presentation

- Determine Market Value
- Understanding Selling Process
- Determine Selling Amenities
- Discuss Open Houses and Showings

Seller Terms that YOU can Request

- Only Preapproved Buyers
- Offers Shall be Submitted by X-date & Reviewed on X-date
- Preferred Timeline or Date of Closing
- Post-Occupancy until X-date

**Finalize Listing Paperwork
Staging/Photos/Virtual Tour**

Property is Active on the Market & Private Showings are Scheduled

Optional Open House

Offer(s) in by X-deadline!

Offer(s) Reviewed

Accept Or Counter or Reject

Accepted Offer!



Closing

Contact Utility Companies

Coordinate Move Out

Set Time and Place for Closing

Coordinate contingency deadlines and final walk-thru (i.e., Home Inspection, Testing, Professional Evaluations, and Appraisal)

Team Lahti Marketing Plan

Our goals are:

- 1) To help you get your property sold.
- 2) To help put you in the strongest negotiating position possible.
- 3) To help you get where you want to go on time.
- 4) To make it easier for you and reduce surprises.

Marketing Plan:

- 1) Pre-Title Commitment. We will order (at our cost) a pre-title commitment to reduce your risk of any title problems at closing.
- 2) Staging. We will assist you with preparing your home for sale with furniture/decorating, AS-NEEDED
- 3) Pricing. We will assist you with pricing your home based on a competitive market analysis. If unable to find comps based on low inventory or style of home, we will pay for an appraisal, at our costs. This will help you to set the best price on your home so that it will sell within your time frame.
- 4) FOR SALE Sign. We will place one FOR SALE sign on your property.
- 5) Brochure Box. We will place a brochure box on the FOR-SALE sign and will provide you with colored, listing sheets to fill the box - Dane County clients only
- 6) 3-D Video Walk-Through and Professional Photos. We will have a 3-D video walk-through of your home along with professional photos, at our cost.
- 7) Supra. We will place a Supra lock box on your property to provide you with the security of knowing that only those who are registered with the MLS have access to it.
- 8) COVID Showing Package. We will provide the proper necessities to keep you & your family safe, while your home get's previewed.
- 9) Multiple Listing Service (MLS). We will enter your home's information into the MLS, giving your home exposure to over 880 licensed Realtors in Dane County.
- 10) Internet. We will showcase your home's information on REALTOR.com, Zillow, Redfin and all the other third-party real estate websites online.
- 11) Additional Info. We will place informational binders for buyers to take during their private showing of your home containing most things a buyer will want to know - listing sheet, school information, utilities, updates, homeowner's association, real estate docs associated to the property, etc. This information will give buyers confidence in writing an offer.
- 12) Buyer/ Realtor Feedback. Feedback is sent to Realtors that show the home to their buyers. Feedback will be submitted once Buyer's Agent completes.
- 13) Open House. Due to COVID restrictions at this time we will not be holding open houses.
- 14) Transaction Management. Our full-time transaction managers will manage the details of your transaction to ensure that your contract closes on time - and you can move on time.
- 15) DocuSign. For electronic signatures
- 16) Weekly Contact. Laura will contact you weekly to give you an update on the marketing of your property and answer any questions you may have.
- 17) Resources. We will provide you with a list of our trusted trade resources that we work with.
- 18) Electrical Defects. Electrical defects found during the buyer's home inspection: We will have our Master Electrician come out to correct the defects with his labor at our expense. You will need to pay for the electrical material.
- 19) Enclosed Trailer. We have a 12', enclosed trailer that you can use to help your move.
- 20) Closing. At closing, we will have your transaction printed off and on a zip drive for your records.

This marketing plan shall become a part of the listing agreement.





Seller Intake Questionnaire

Please gather the following before the property goes live:

- 1. Prior Title Policy.** This will be in the folder from your previous closing. It will be from the title company you closed at and say "policy" in the title i.e.: "Homeowner's Policy." If you can't locate, I can assist if you have your closing folder. It will save you \$100 on closing costs.
- 2. Exterior Photos:** Of lot, landscaping, garden, etc.
- 3. Brochures/Manuals:** For appliances and major systems (furnace/AC)
- 4. Floor plan:** If available
- 5. Transferrable Warranty Info**
- 6. Mortgage Statement**
- 7. Recent Appraisal:** If available
- 8. Receipts for improvements:** Please list out improvements & dates completed, contractor(s) used and if permits were pulled on "Additional Info" pdf.
- 9. Things you will miss:** Of things you enjoyed about the property and neighborhood/reason you purchased

10) Three things you would change about the house you are in:

- _____
- _____
- _____

11. What has you wanting to move now:

12. What are the most important qualities you are looking for in a Realtor/Marketing Consultant? _____



HOW TO REDUCE TAX EXPENDITURES DURING A HOME SALE

Are you selling your house? You'll need to pay taxes on the property, but with some additional knowledge, you might be able to avoid a huge tax bill in the future. The goal of selling your home, beyond ensuring that you can move quickly as possible, is to ensure you get the most money you can. However, because of this, the IRS will have dollar signs in their eyes and will also want a piece of that pie.

This is because capital gains on real estate are sometimes taxable, so it's important to understand how you can minimize or completely avoid paying tax on a property you're about to sell. Here's how real estate capital gains taxes work so you can potentially save some of your hard-earned money:

How Capital Gains Taxes Work

Capital gains taxes are a tax on the money you have made from an investment. When capital assets such as a home or other real estate are sold, your gains become realized. Whenever you sell, it becomes taxable income.

Capital gains are assessed on how much you originally paid for the asset, your basis, and what you actually sell it for. Capital gains can apply to all sorts of things including investments, bonds, stocks, and any tangible asset you might own such as a car or, in this case, a piece of real estate



There Are Capital Gains Deductions You Need to Understand

One of the tax benefits of homeownership is having a capital gains tax deduction that can offset any gains you might have. The IRS allows you to exclude a certain amount of profit that occurs from selling your primary residence. The capital gains exclusion is currently as follows:

- A \$250,000 exclusion of capital gains on a piece of real estate if you're currently single.
- A \$500,000 exclusion of capital gains on a piece of real estate if you're married or you're filing jointly.

Not clear enough? Here's an example:

If you bought a home 10 years ago for \$500,000 and you sold it right now for \$1,200,000 you'd be making \$700,000. If you were currently single at the time of selling, then you would be required to pay tax on it; minus \$250,000 of the final figure stated above; so \$450,000 would be taxable by the IRS.

However, if you were married at the time of selling, you would only be taxed on \$200,000 of that final total, since you're able to legally exclude \$500,000 of the final sum.

The Negatives of Capital Gains on Real Estate Property

The exclusion stuff sounded pretty awesome, didn't it? Even if you were single, you could still avoid being taxed on a huge chunk of your capital gains. However, one of the downsides is that this could all be thrown out if any of these factors are true—leaving you with having to pay tax on all of your gains:

- The property wasn't your principal (main) residence.
- You owned the home for less than two years in the five-year period before you officially sold it.
- You didn't live in the house for at least two years in the five-year period before you sold the property; there are some exceptions to this rule: disabled, military and foreign service or intelligence people can break this rule.
- You've already claimed the \$250,000 or \$500,00 exclusion on a home previous in the past two years.
- The house is owned due to a like-kind exchange.
- You are currently subject to emigration tax.

If you think you fall under any of these rules, don't panic. The next step is to figure out what capital gains tax rate applies to you.

Short Term Capital Gains Works This Way

Short-term capital gains apply when you have owned the asset for less than one year. This rate will then be equal to your regular income tax rate (or tax bracket). There are, of course, many tax brackets, so in order to calculate what you'll pay in taxes, you'll have to apply whatever bracket you fall into.

How Do Long-Term Capital Gains Work?

Long-term capital gains apply when you owned the asset for more than a year. This varies depending on a lot of things—some people pay a 0% tax rate while others can pay anything up to 20%—it all really depends on the current filing status and your income.

For example, a single taxpayer will pay 0% up to \$40,400 in income. The rate jumps to 15% with an income between \$40,401-\$445,850. An income over \$445,850 will jump the rate up to 20%. For married couples filing jointly, you will pay 0% up to \$80,800. The rate goes to 15% with income levels between \$80,801 and \$501,600, and then to 20% with income over \$501,600.

How to Avoid Paying Capital Gains Taxes on Your Property

- Live in your house for at least two out of the next five years—they don't need to be consecutive years.
- Investigate whether you can qualify for an exception.
- Make sure you keep receipts of any capital improvements you have done to your home, as these can contribute towards your tax basis.
- Don't forget any costs associated with the sale of your home, such as real estate commissions, as these can also impact your tax liability. If you are serving or have served in the military, your moving and storage expenses could be tax-deductible as well.

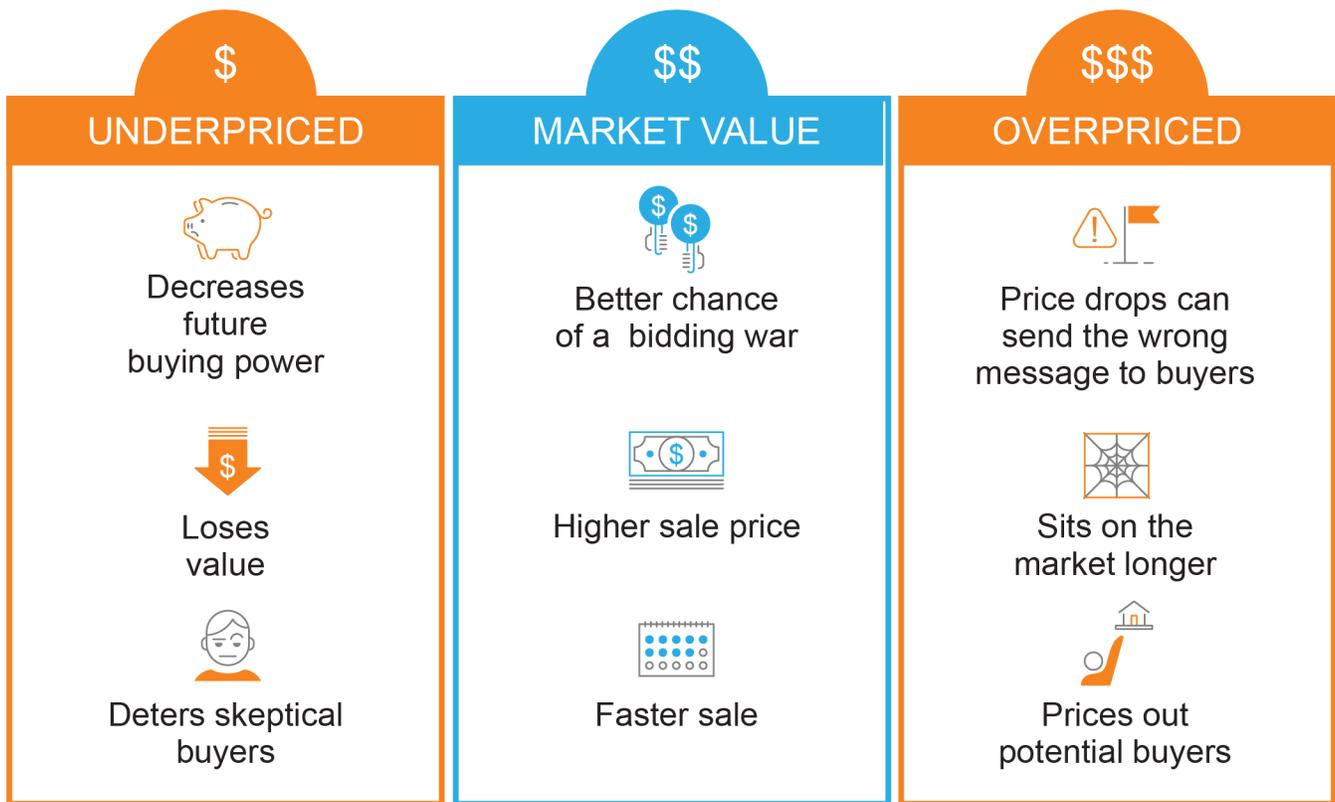
Whenever you have any questions about your tax liability, it is worth consulting a tax professional for advice. Everyone's circumstances are uniquely different. The tax code is constantly in flux, so you'll want to make sure you follow the law and get any appropriate deductions you're allowed.

Your Agent Is Key When Pricing Your House

Pricing your house right takes expertise to ensure you can get the most out of your sale. Here's a peek at how agents can help.

Pricing your house isn't guesswork.

Agents determine a price that will attract multiple offers and maximize the return on your investment.



It takes market experience and expertise to price your house right.

Agents balance:



A Checklist for Selling Your House

As you get ready to sell your house, add these items to your to-do list. Your agent will also provide other helpful tips based on your specific situation.

MAKE IT INVITING



- Open blinds or curtains to let the light in



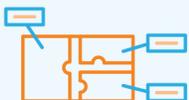
- Check lightbulbs and replace as needed



- Take down personal photos or items



- Fix anything that's broken



- Give every room a clear purpose

SHOW IT'S CARED FOR



- Clean your vents and baseboards



- Vacuum, mop, or sweep floors



- Declutter throughout



- Organize countertops, cabinets, and closets



- Touch up any scuffs on the walls

BOOST CURB APPEAL



- Power wash outdoor surfaces



- Wash the windows (inside and out)



- Tidy up the landscaping



- Freshen up your entry



- Sweep patios, decks, and walkways

HIGH TOUCHED AREAS

During this challenging time, we know that you need us now more than ever! Please know that special attention will be paid to the following HIGH TOUCH AREAS using a disinfectant listed on the CDC/EPA website for use during the pandemic.

- Doorbell buttons
- Alarm pad
- Garage door buttons
- Thermostat
- Doorknobs/handles
- Light switch plates
- Drawer & cabinet pulls/handles
- Appliance handles/knobs
- Toilet, faucet & shower door handles/knobs
- Trash can lids
- TV remotes
- Telephone receiver & mouthpiece for landlines
- Stairway railings
- Keyboard & mouse
- Kitchen table and chair backs

TEAM LAHTI WILL PROVIDE YOUR LISTING WITH HAND SANITIZER, LATEX GLOVES, FACE MASKS, AND A GALLON WASTEBASKET FOR PEOPLE TO DISCARD THEIR ITEMS.



SELLER'S GUIDE TO SHOWINGTIME

Sellers love ShowingTime because it's simple to stay informed and easy to confirm appointments. Not only will you be able to receive notifications about showings automatically, but you will be able to see feedback from potential buyers and view all activity on your home during the sales process!

Electronic Notifications

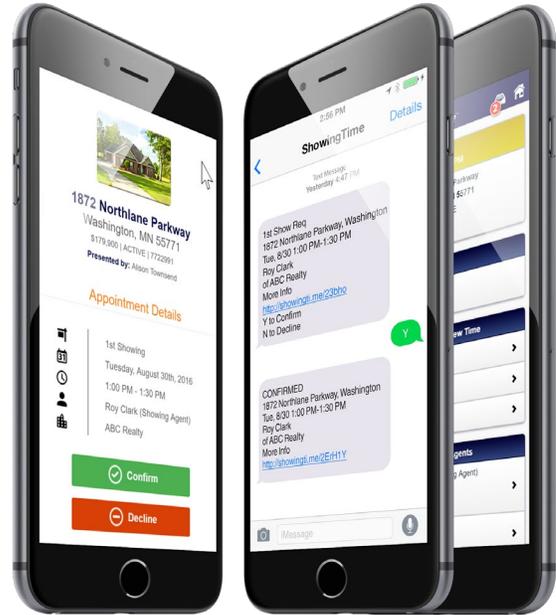
Don't have time to make or take a call? Communicate through text, email, or our mobile app instead! Our electronic notifications allow you to easily confirm, decline, or reschedule showings based on preferences that work best for you.

Mobile App (push notifications) - Download the App and view the status of each appointment with the color-coded guide.

- Red = Declined or Canceled
- Yellow = Needs Review
- Green = Confirmed

Text - Instant information that allows you to confirm with a "Y" or decline with an "N".

Email - See the appointment details and a personalized link to view your listing activity report.



Listing Activity Report

Keep track of all the showings occurring on your listing!

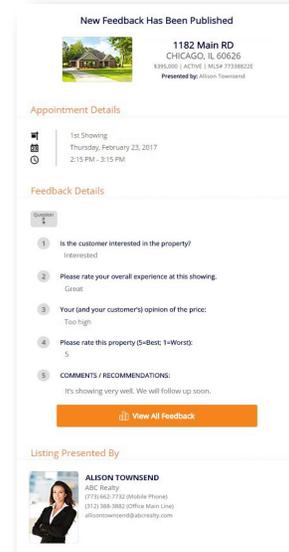
Every email notification includes a 'Quick Link' button that will take you directly to your personalized Listing Activity Report. Here you can see all activity for your home including a list of all the showings completed or scheduled. Your feedback is listed with the showings, and can be broken down to show trends to help you identify those items to address to sell your home faster.

Showing Feedback Updates

When your agent receives new feedback remarks from a recent showing, that feedback can also be shared with you. This helps give you an up-to-date overview on what buyers and showings agents think about your home!

Simply click on the “Click for Listing Activity Report” Button in any email you receive from ShowingTime to access your website. Here, you can compare feedback from agents and buyers to understand the way others view your home.

In the ShowingTime Mobile app, the feedback responses can be accessed from the Notification center or by looking at the Listing Activity Report.



FAQs & Tips

Who is ShowingTime?

ShowingTime is the leading showing management & feedback service provider in the real estate industry. With 24/7 availability, agents, and sellers can receive optimal service any time of the year.

As a seller, what do I need to do?

Your agent and our staff will take care of bringing buyers to your home. All you need to do is prepare your home for showings!

Will I be notified when a showing is scheduled?

Yes, you can receive emails, phone calls, and/or text messages depending on your appointment preferences.

What happens if I am running late or need to cancel?

You can call the ShowingTime Appointment Center (800-746-9464) to let them know. You can also let your agent know if there are alternate plans.

What do the appointment types mean?

Appointment Required - a confirmation must be obtained before the showing may occur.

Courtesy Call - an appointment is automatically approved, but a call is placed to notify the owner/occupant.

Go & Show - no approval is required and the request can be immediately confirmed.

Check your messages.

Be sure to continually check your phone or email for any notifications and respond as soon as possible. Delayed or missed responses could mean missed showings.

Have your home ready to show at any time.

It's tough to keep your home tidy every moment, but the practice of preparing for showings will result in a higher likelihood of an offer.

Provide one or two primary phone numbers where you can be reached.

While you may use your cell phone as your primary means of contact, provide an alternate phone number such as a home or work number as backup to ensure confirmation of showings.

Stay updated on your home.

You will have access to your listing information at anytime from anywhere, letting you know the date & time of future & past appointments as well as valuable feedback from agents who have recently shown your home.

Install the Mobile App.

You can set your contact preferences, keep track of upcoming showings, and access your feedback when you need. You can also reach out to your agent with any particular questions.



REAL ESTATE FORMS

Wisconsin Real Estate forms used in transactions



www.teamlahti.com



Contact Laura
608.239.3469
Laura@teamlahti.com

CONSENT FOR USE OF ELECTRONIC DOCUMENTS AND SIGNATURES IN CONSUMER REAL ESTATE TRANSACTIONS

1 If you want the option of sending and receiving real estate transaction documents by e-mail, federal law
2 requires certain safeguards to ensure that consumers like you have the capability to receive such
3 disclosures and are fully aware of the consequences of agreeing to receive documents electronically.
4 Federal law requires your consent to use e-mail and electronic versions of information, disclosures,
5 contracts and other documents and records ("electronic documents") that would otherwise be legally
6 effective only if provided to you in a printed/written paper document.

7 **Understanding Electronic "Lingo:"** "Electronic documents" include the documents you may save on your
8 computer or attach to e-mail. They can typically be printed out, but exist independently in an electronic form
9 on your computer.

10 "Electronic signatures" are sometimes hard to conceptualize. An "electronic signature" includes any mark,
11 symbol, sound or process that is written, stamped, engraved, attached to or logically associated with an
12 electronic document and executed by a person with the intent to sign. Just like you can legally "sign" a
13 printed document by making your mark, whether that be your cursive signature in ink or an "X," so you can
14 "sign" an electronic document by making your mark, whether that be a high-tech encrypted or digital
15 signature or just typing your name in the signature line or space on an e-mail or document on the computer
16 - these are all electronic signatures. If you sign a paper document in ink and then scan the document and
17 save it on your computer, the image of the cursive signature on the stored electronic document on your
18 computer is also an electronic signature.

19 **1. Right to Receive Paper Document:** You have the right to have any document provided to you
20 electronically in paper form. If you want a paper copy of any document sent to you by e-mail, send your
21 request to the broker at the mail or e-mail address provided below. Paper copies will be provided at no
22 charge.

23 **2. Right to Withdraw Consent.** You have the right to withdraw your consent to receive electronic
24 documents by e-mail by contacting the broker by mail or e-mail at the address provided below. The legal
25 validity and enforceability of the electronic documents, signatures and deliveries used prior to withdrawal of
26 consent will not be affected.

27 **3. Changes to Your E-Mail Address.** You should keep the broker informed of any change in your
28 electronic or e-mailing address. Please contact the broker as promptly as possible by mail or e-mail at the
29 address provided below regarding any such changes.

30 **4. Minimum Hardware and Software Requirements.** The following hardware and software are required
31 to access (open and read) and retain (save) the electronic documents:

- 32 ◆ Operating Systems: Windows 98, Windows 2000, Windows XP or Windows Vista; or Macintosh OS
- 33 8.1 or higher.
- 34 ◆ Browsers: Internet Explorer 5.01 or above or equivalent
- 35 ◆ Needed Software/Electronic Document Formats: Adobe Acrobat Reader or equivalent for PDF files

36 **5. Your Ability to Access Disclosures.** By opening, completing, saving and e-mailing this consent back
37 to your broker, you acknowledge that you can access and retain electronic documents in PDF format.

38 **6. Consent to Electronic Signatures and Documents:** By completing and e-mailing this consent form to
39 the broker at the e-mail address specified below, you are providing electronic consent to the use of
40 electronic documents and electronic signatures in your real estate transaction. Specifically, you are

41 acknowledging receipt of this form and consenting to the use of electronic documents, e-mail delivery of
42 documents, and electronic signatures in any real estate transactions involving you, the broker identified
43 below and other parties. If you prefer, instead, to limit this consent to the transaction relative to a specific
44 property, provide the property address or description below.

45 Specific Property: _____
46 _____

47 **CONTACT INFORMATION:**

48 Broker Name: Kyle Broom, Badger Realty Team

49 Agent's Name (optional): Laura Lahti

50 Address: 7818 Big Sky Drive, Suite 212, Madison, WI 53719

51 E-mail Address: laura@teamlahiti.com

52 Party Signature (sign or type in name): _____

53 E-mail Address: _____

WB-1 RESIDENTIAL LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

1 SELLER GIVES THE FIRM THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:

2 ■ **PROPERTY DESCRIPTION:** Street address is: _____
3 _____

4 in the _____ of _____, County of _____,
5 Wisconsin. Insert additional description, if any, at lines 303-308 or attach as an addendum per lines 309-310.

6 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, all Fixtures not excluded on lines 12-14,
7 and the following items: Refrigerator, range/oven, microwave, disposal, dishwasher, all window
8 coverings/rods, water softener, washer/dryer, all garage door remotes
9 _____

10 _____
11 _____

12 ■ **NOT INCLUDED IN LIST PRICE:** Personal items of the Seller
13 _____

14 _____

15 **CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the lessor. (See lines 181-194).**

17 ■ **LIST PRICE:** _____ Dollars (\$ _____).

18 **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property.

19 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 7-11 during the term of this Listing. The marketing may include: Team Lahti's Marketing Plan
20 _____

21 _____

22 The Firm and its agents may advertise the following special financing and incentives offered by Seller: _____
23 _____

24 Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See lines 246-252 regarding the Firm's role as marketing agent and Seller's duty to notify the Firm of any potential buyer known to Seller. Seller agrees that the Firm and its agents may market other properties during the term of this Listing.

27 **COMMISSION** The Firm's commission shall be 6.00%
28 _____

29 ■ **EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:

- 30 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
- 31 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
- 32 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
- 33 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
- 34 5) A ready, willing and able buyer submits a bona fide written offer to Seller or Firm for the Property at, or above, the list price and on substantially the same terms set forth in this Listing and the current WB-11 Residential Offer to Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer submitting the written offer has the ability to complete the buyer's obligations under the written offer.

38 The Firm's commission shall be earned if, during the term of the Listing, one seller of the Property sells, conveys, exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by divorce judgment.

41 ■ **DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable in full at the earlier of closing or the date set for closing, even if the transaction does not close, unless otherwise agreed in writing.

43 ■ **CALCULATION:** A percentage commission shall be calculated based on the following, if earned above:

- 44 • Under 1) or 2) the total consideration between the parties in the transaction.
- 45 • Under 3) or 4) the list price if the entire Property is involved.
- 46 • Under 3) if the exchange involves less than the entire Property or under 4) if the effective change in ownership or control involves less than the entire Property, the fair market value of the portion of the Property exchanged or for which there was an effective change in ownership or control.
- 49 • Under 5) the total offered purchase price.

50 **NOTE: If a commission is earned for a portion of the Property it does not terminate the Listing as to any remaining Property.**

52 **COMPENSATION TO OTHERS** The Firm offers the following commission to cooperating firms: 3.00%
53 _____

53 _____ (Exceptions if any): _____

54 **BUYER FINANCIAL CAPABILITY** The Firm and its agents are not responsible under Wisconsin statutes or regulations to qualify a buyer's financial capability. If Seller wishes to confirm a buyer's financial capability, Seller may negotiate inclusion of a contingency for financing, proof of funds, qualification from a lender, sale of buyer's property, or other confirmation in any offer to purchase or contract.
57 _____

58 **DISPUTE RESOLUTION** The parties understand that if there is a dispute about this Listing or an alleged breach, and
 59 the parties cannot resolve the dispute by mutual agreement, the parties may consider judicial resolution in court or may
 60 consider alternative dispute resolution. Alternative dispute resolution may include mediation and binding
 61 arbitration. Should the parties desire to submit any potential dispute to alternative dispute resolution, it is recommended
 62 that the parties add such in Additional Provisions or in an Addendum.

63 **FAIR HOUSING** Seller and the Firm and its agents agree that they will not discriminate against any
 64 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section
 65 111.32(13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family
 66 status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

67 **DISCLOSURE TO CLIENTS**

68 Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe
 69 certain duties to all parties to a transaction:

- 70 (a) The duty to provide brokerage services to you fairly and honestly.
- 71 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 72 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request
 73 it, unless disclosure of the information is prohibited by law.
- 74 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
 75 information is prohibited by law. (See lines 195-198.)
- 76 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
 77 confidential information or the confidential information of other parties. (See lines 135-150.)
- 78 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 79 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
 80 advantages and disadvantages of the proposals.

81 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.**
 82 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

- 83 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect
 84 your transaction, unless you release the firm from this duty.
 - 85 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse
 86 Facts.
 - 87 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests
 88 that are within the scope of the agency agreement.
 - 89 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
 - 90 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless
 91 required by law, give information or advice to other parties who are not the firm's clients, if giving the information or
 92 advice is contrary to your interests.
- 93 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation
 94 relationship"), different duties may apply.

95 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

- 96 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a
 97 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide
 98 services through designated agency, which is one type of multiple representation relationship.
- 99 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or
 100 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide
 101 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.
 102 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,
 103 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal
 104 any of your confidential information to another party unless required to do so by law.
- 105 ■ If a designated agency relationship is not authorized by you or other clients in the transaction you may still authorize
 106 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to
 107 more than one client in a transaction but neither the firm nor any of its agents may assist any client with information,
 108 opinions, and advice which may favor the interests of one client over any other client. Under this neutral approach, the
 109 same agent may represent more than one client in a transaction.
- 110 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage
 111 services to more than one client in the transaction.

CHECK ONLY ONE OF THE THREE BELOW:

112

113 The same firm may represent me and the other party as long as the same agent is not
 114 representing us both (multiple representation relationship with designated agency).

115 The same firm may represent me and the other party, but the firm must remain neutral
 116 regardless if one or more different agents are involved (multiple representation relationship
 117 without designated agency).

118 The same firm cannot represent both me and the other party in the same transaction (I reject
 119 multiple representation relationships).

120 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may**
 121 **modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your**
 122 **agency agreement the commission or fees that you may owe to your firm. If you have any questions about the**
 123 **commission or fees that you may owe based upon the type of agency relationship you select with your firm,**
 124 **you should ask your firm before signing the agency agreement.**

125

SUBAGENCY

126 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by
 127 providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will not put
 128 their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to
 129 other parties if doing so is contrary to your interests.

130 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage**
 131 **services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax**
 132 **advisor, or home inspector.**

133 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language
 134 summary of the duties owed to you under section 452.133 (2) of the Wisconsin statutes.

135 **■ CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to
 136 the Firm or its agents in confidence, or any information obtained by the Firm and its agents that a reasonable person
 137 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to
 138 disclose particular information. The Firm and its agents shall continue to keep the information confidential after the Firm
 139 is no longer providing brokerage services to you.

140 The following information is required to be disclosed by law:

141 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 195-198).

142 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
 143 the property or real estate that is the subject of the transaction.

144 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list
 145 that information below (see lines 147-148). At a later time, you may also provide the Firm with other information you
 146 consider to be confidential.

147 **CONFIDENTIAL INFORMATION:** finances, urgency

148

149 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by the Firm and its agents): Facts material
 150 to the transaction

151 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
 152 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as
 153 subagents (other firms engaged by the Firm - see lines 125-129) and firms representing buyers. Cooperation includes
 154 providing access to the Property for showing purposes and presenting offers and other proposals from these firms to
 155 Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed
 156 to attend showings, and the specific terms of offers which should not be submitted to Seller: n/a

157

158 **CAUTION: Limiting the Firm's cooperation with other firms may reduce the marketability of the Property.**

159 **EXCLUSIONS** All persons who may acquire an interest in the Property who are Protected Buyers under a prior listing
 160 contract are excluded from this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing.
 161 Within seven days of the date of this Listing, Seller agrees to deliver to the Firm a written list of all such Protected Buyers.

162 **NOTE: If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.**

163 The following other buyers n/a

164 _____ are excluded from this Listing until _____ [INSERT DATE].

165 These other buyers are no longer excluded from this Listing after the specified date unless, on or before the specified date,
 166 Seller has either accepted a written offer from the buyer or sold the Property to the buyer.

167 **DEFINITIONS**

168 ■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:

169 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:

- 170 1) Significantly and adversely affecting the value of the Property;
- 171 2) Significantly reducing the structural integrity of improvements to real estate; or
- 172 3) Presenting a significant health risk to occupants of the Property.

173 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her

174 obligations under a contract or agreement made concerning the transaction.

175 ■ **DEADLINES – DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the

176 event occurred and by counting subsequent calendar days.

177 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that

178 would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or

179 replaced would significantly shorten or adversely affect the expected normal life of the premises.

180 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

181 ■ **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or

182 buildings so as to be treated as part of the real estate, including, without limitation, physically attached items not easily

183 removable without damage to the premises, items specifically adapted to the premises, and items customarily treated

184 as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and

185 windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and

186 cooling units and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or

187 fitted floor coverings; awnings; attached antennas and satellite dishes; audio/visual wall mounting brackets (but not the

188 audio/visual equipment); garage door openers and remote controls; installed security systems; central vacuum systems

189 and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; in-ground

190 pet containment systems (but not the collars); storage buildings on permanent foundations and docks/piers on

191 permanent foundations.

192 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water**

193 **treatment systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 12-14 and in**

194 **the offer to purchase.**

195 ■ **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such

196 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable

197 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or

198 affects or would affect the party's decision about the terms of such a contract or agreement.

199 ■ **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" shall mean any person joined in interest

200 with buyer, or otherwise acting on behalf of buyer, including but not limited to buyer's immediate family, agents, employees,

201 directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all corporations,

202 partnerships, limited liability companies, trusts or other entities created or controlled by, affiliated with or owned by buyer, in

203 whole or in part whether created before or after expiration of this Listing.

204 ■ **PROPERTY:** Unless otherwise stated, "Property", means all property included in the list price as described on lines 2-5.

205 ■ **PROTECTED BUYER:** Means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term

206 of this Listing:

- 207 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property;
- 208 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential
- 209 terms upon which the buyer might acquire an interest in the Property; or
- 210 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding
- 211 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents
- 212 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines
- 213 263-271) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:
- 214 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the
- 215 individuals in the Listing; or,
- 216 b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the firm
- 217 or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

218 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on behalf of

219 a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on lines 220-224.

220 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon

221 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to

222 Seller a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this

223 Listing be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for

224 Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 263-271).

225 **OCCUPANCY** Unless otherwise provided, Seller agrees to give the buyer occupancy of the Property at time of closing
226 and to have the Property in broom swept condition and free of all debris and personal property except for personal
227 property belonging to current tenants, sold to the buyer or left with the buyer's consent.

228 **LEASED PROPERTY** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign Seller's
229 rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations) thereunder
230 to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by tenants.

231 **CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the**
232 **lease(s) unless released by tenants.**

233 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and
234 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
235 <http://www.doc.wi.gov> or by telephone at (608)240-5830.

236 **REAL ESTATE CONDITION REPORT** Seller agrees to complete the real estate condition report provided by the Firm
237 to the best of Seller's knowledge. Seller agrees to amend the report should Seller learn of any Defect(s) after completion
238 of the report but before acceptance of a buyer's offer to purchase. Seller authorizes the Firm and its agents to distribute
239 the report to all interested parties and agents inquiring about the Property. Seller acknowledges that the Firm and its
240 agents have a duty to disclose all Material Adverse Facts as required by law.

241 **SELLER REPRESENTATIONS REGARDING DEFECTS** Seller represents to the Firm that as of the date of this
242 Listing, Seller has no notice or knowledge of any Defects affecting the Property other than those noted on the real estate
243 condition report.

244 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**
245 **DAMAGES AND COSTS.**

246 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with the Firm in the Firm's
247 marketing efforts and to provide the Firm with all records, documents and other material in Seller's possession or
248 control which are required in connection with the sale. Seller authorizes the Firm and its agents to do those acts
249 reasonably necessary to effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a
250 multiple listing service, Internet advertising or a lockbox system on Property. Seller shall promptly refer all persons
251 making inquiries concerning the Property to the Firm and notify the Firm in writing of any potential buyers with whom Seller
252 negotiates or who view the Property with Seller during the term of this Listing.

253 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
254 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
255 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
256 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
257 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
258 wrongdoing of the Firm or its agents. Seller acknowledges that individual showings and open houses may be
259 conducted by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and
260 inspections without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be
261 present at all inspections and testing and may photograph or videotape Property unless otherwise provided for in
262 additional provisions at lines 303-308 or in an addendum per lines 309-310.

263 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
264 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.
265 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the
266 commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller
267 and the Firm agree that any termination of this Listing by either party before the date stated on line 312 shall be
268 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 280-302 and effective
269 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 280-302.

270 **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to**
271 **potentially be liable for damages.**

272 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the
273 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,
274 the Firm shall hold and disburse earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch. REEB
275 18. If the transaction fails to close and the Seller requests and receives the earnest money as the total liquidated damages,
276 then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash advances made by the
277 Firm on behalf of Seller and one half of the balance, but not in excess of the agreed commission, shall be paid to the Firm as
278 full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment to the Firm
279 shall not terminate this Listing.

280 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of
281 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at
282 lines 283-302.

283 (1) Personal Delivery: giving the document or written notice personally to the party, or the party's recipient for delivery
284 if named at line 285 or 286.

285 Seller's recipient for delivery (optional): _____

286 Firm's recipient for delivery (optional): Laura Lahti, Badger Realty Team

287 (2) Fax: fax transmission of the document or written notice to the following telephone number:

288 Seller: (_____) _____ Firm: (_____) _____

289 (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
290 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 285 or
291 286, for delivery to the party's delivery address at line 295 or 296.

292 (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
293 party, or to the party's recipient for delivery if named at line 285 or 286, for delivery to the party's delivery address at
294 line 295 or 296.

295 Delivery address for Seller: _____

296 Delivery address for Firm: 7818 Big Sky Drive, Suite 212, Madison, WI 53719

297 (5) E-Mail: electronically transmitting the document or written notice to the party's e-mail address, if given below at
298 line 301 or 302. If this is a consumer transaction where the property being purchased or the sale proceeds are used
299 primarily for personal, family or household purposes, each consumer providing an e-mail address below has first
300 consented electronically as required by federal law.

301 E-Mail address for Seller: _____

302 E-Mail address for Firm: Laura@teamlahti.com

303 **ADDITIONAL PROVISIONS** _____

304 _____

305 _____

306 _____

307 _____

308 _____

309 **ADDENDA** The attached addenda _____
310 _____ is/are made part of this Listing.

311 **TERM OF THE CONTRACT** From the _____ day of _____, _____, up
312 to the earlier of midnight of the _____ day of _____, _____, or the
313 conveyance of the entire Property.

314 **BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND**
315 **THAT HE/SHE HAS READ ALL 6 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS**
316 **INCORPORATED INTO THE LISTING.**

317 (x) _____
318 Seller's Signature ▲ _____ Print Name Here ▲ _____ Date ▲ _____

319 (x) _____
320 Seller's Signature ▲ _____ Print Name Here ▲ _____ Date ▲ _____

321 (x) _____
322 Seller's Signature ▲ _____ Print Name Here ▲ _____ Date ▲ _____

323 (x) _____
324 Seller's Signature ▲ _____ Print Name Here ▲ _____ Date ▲ _____

325 Seller Entity Name (if any): _____
326 _____ Print Name Here ▲

327 (x) _____
328 Authorized Signature ▲ _____ Print Name & Title Here ► _____ Date ▲ _____

329 (x) _____ Laura Lahti _____ Badger Realty Team _____
330 Agent for Firm ▲ _____ Print Name Here ▲ _____ Firm Name ▲ _____ Date ▲ _____

DISCLAIMER

THIS CONDITION REPORT CONCERNS THE REAL PROPERTY LOCATED AT _____
_____ IN THE _____
(CITY) (VILLAGE) (TOWN) OF _____, COUNTY OF _____
STATE OF WISCONSIN.

THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF _____ (MONTH) _____ (DAY), _____ (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PARTY IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PARTIES MAY WISH TO OBTAIN.

A buyer who does not receive a fully completed copy of this report within 10 days after the acceptance of the contract of sale or option contract for the above-described real property has the right to rescind that contract (Wis. Stat. s. 709.02), provided the owner is required to provide this report under Wisconsin Statutes chapter 709.

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

A. OWNER'S INFORMATION

A1. In this form, "aware" means the "owner(s)" have notice or knowledge.

A2. In this form, "defect" means a condition that would 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; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.

A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property. An "owner" who transfers real estate containing one to four dwelling units, including a condominium unit and time-share property, by sale, exchange, or land contract is required to complete this report.

Exceptions: An "owner" who is a personal representative, trustee, conservator, or fiduciary appointed by or subject to supervision by a court, and who has never occupied the property transferred is not required to complete this report. An "owner" who transfers property that has not been inhabited or who transfers property in a manner that is exempt from the real estate transfer fee is not required to complete this report. (Wis. Stat. s. 709.01)

A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the question is "yes."

A5. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium, and any limited common elements that may be used only by the owner of the condominium unit being transferred.

A6. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

CAUTION: The lists of defects following each question below are examples only and are not the only defects that may properly be disclosed in response to each respective question.

B. STRUCTURAL AND MECHANICAL

	YES	NO	N/A
B1. Are you aware of defects in the roof? Roof defects may include items such as leakage or significant problems with gutters or eaves.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2. Are you aware of defects in the electrical system? Electrical defects may include items such as electrical wiring not in compliance with applicable code, knob and tube wiring, 60 amp service, or aluminum-branch circuit wiring.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B3. Are you aware of defects in part of the plumbing system (including the water heater, water softener, and swimming pool)? Other plumbing system defects may include items such as leaks or defects in pipes, toilets, interior or exterior faucets, bathtubs, showers, or any sprinkler system.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B4. Are you aware of defects in the heating and air conditioning system (including the air filters and humidifiers)? Heating and air conditioning defects may include items such as defects in the heating ventilation and air conditioning (HVAC) equipment, supplemental heaters, ventilating fans or fixtures, or solar collectors.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B5. Are you aware of defects in a woodburning stove or fireplace or of other defects caused by a fire in a stove or fireplace or elsewhere on the property? Such defects may include items such as defects in the chimney, fireplace flue, inserts, or other installed fireplace equipment; or woodburning stoves not installed pursuant to applicable code.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B6. Are you aware of defects related to smoke detectors or carbon monoxide detectors or a violation of applicable state or local smoke detector or carbon monoxide detector laws? NOTE: State law requires operating smoke detectors on all levels of all residential properties and operating carbon monoxide detectors on all levels of most residential properties (see Wis. Stat. ch. 101).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B7. Are you aware of defects in the basement or foundation (including cracks, seepage, and bulges)? Other basement defects may include items such as flooding, defects in drain tiling or sump pumps, or movement, shifting, or deterioration in the foundation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B8. Are you aware of defects in any structure on the property? Structural defects with respect to the residence or other improvements may include items such as movement, shifting, or deterioration in walls; major cracks or flaws in interior or exterior walls, partitions, or the foundation; wood rot; and significant problems with driveways, sidewalks, patios, decks, fences, waterfront piers or walls, windows, doors, floors, ceilings, stairways, or insulation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B9. Are you aware of defects in mechanical equipment included in the sale either as fixtures or personal property? Mechanical equipment defects may include items such as defects in any appliance, central vacuum, garage door opener, in-ground sprinkler, or in-ground pet containment system that is included in the sale.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B10. Are you aware of rented items located on the property such as a water softener or other water conditioner system or other items affixed to or closely associated with the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B11. Are you aware of basement, window, or plumbing leaks, overflow from sinks, bathtubs, or sewers, or other ongoing water or moisture intrusions or conditions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B12. Explanation of "yes" responses _____ _____ _____ _____			

C. ENVIRONMENTAL

	YES	NO	N/A
C1. Are you aware of the presence of unsafe levels of mold?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C2. Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in paint, lead in soil, or other potentially hazardous or toxic substances on the property? NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential properties built before 1978.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	YES	NO	N/A
C3. Are you aware of the presence of asbestos or asbestos-containing materials on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C4. Are you aware of the presence of or a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C5. Are you aware of current or previous termite, powder post beetle, or carpenter ant infestations or defects caused by animal, reptile, or insect infestations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C6. Are you aware of water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C7. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C8. Explanation of "yes" responses _____			

D. WELLS, SEPTIC SYSTEMS, STORAGE TANKS

	YES	NO	N/A
D1. Are you aware of defects in a well on the property or in a well that serves the property, including unsafe well water? Well defects may include items such as an unused well not properly closed in conformance with state regulations, a well that was not constructed pursuant to state standards or local code, or a well that requires modifications to bring it into compliance with current code specifications. Well water defects might include, but are not limited to, unsafe levels of bacteria (total Coliform and E. coli), nitrate, arsenic, or other substances affecting human consumption safety.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D2. Are you aware of a joint well serving the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D3. Are you aware of a defect related to a joint well serving the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D4. Are you aware that a septic system or other private sanitary disposal system serves the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D5. Are you aware of defects in the septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations? Septic system defects may include items such as backups in toilets or in the basement; exterior ponding, overflows, or backups; or defective or missing baffles.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D6. Are you aware of underground or aboveground fuel storage tanks on or previously located on the property? (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Regulations of the Wisconsin Department of Agriculture, Trade and Consumer Protection may require the closure or removal of unused tanks.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D7. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property? Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D8. Are you aware of an "LP" tank on the property? (If "yes," specify in the additional information space whether the owner of the property either owns or leases the tank.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D9. Are you aware of defects in an "LP" tank on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D10. Explanation of "yes" responses _____			

E. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

	YES	NO	N/A
E1. Have you received notice of property tax increases, other than normal annual increases, or are you aware of a pending property reassessment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E2. Are you aware that remodeling was done that may increase the property's assessed value?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	YES	NO	N/A
E3. Are you aware of pending special assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E4. Are you aware that the property is located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E5. Are you aware of any proposed construction of a public project that may affect the use of the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E6. Are you aware of any remodeling, replacements, or repairs affecting the property's structure or mechanical systems that were done or additions to this property that were made during your period of ownership without the required permits?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E7. Are you aware of any land division involving the property for which a required state or local permit was not obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E8. Explanation of "yes" responses _____			

F. LAND USE

	YES	NO	N/A
F1. Are you aware of the property being part of or subject to a subdivision homeowners' association?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F2. If the property is not a condominium unit, are you aware of common areas associated with the property that are co-owned with others?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F3. Are you aware of any zoning code violations with respect to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F4. Are you aware of the property or any portion of the property being located in a floodplain, wetland, or shoreland zoning area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F5. Are you aware of nonconforming uses of the property? A nonconforming use is a use of land, a dwelling, or a building that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F6. Are you aware of conservation easements on the property? A conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F7. Are you aware of restrictive covenants or deed restrictions on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F8. <i>Other than public rights of ways</i> , are you aware of nonowners having rights to use part of the property, including, but not limited to, private rights-of-way and easements other than recorded utility easements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F9. Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F10. The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. For more information visit https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx or (608) 266-2486.			
a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	YES	NO	N/A
F11. Is all or part of the property subject to or in violation of a farmland preservation agreement? Early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Visit https://datcp.wi.gov/Pages/Programs_Services/FarmlandPreservation.aspx for more information.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F12. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F13. Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F14. Are you aware of boundary or lot line disputes, encroachments, or encumbrances (including a joint driveway) affecting the property? Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the property or to the use of the property such as a joint driveway, liens, and licenses.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F15. Are you aware there is not legal access to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F16. Are you aware of federal, state, or local regulations requiring repairs, alterations, or corrections of an existing condition? This may include items such as orders to correct building code violations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F17. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See http://dnr.wi.gov/topic/waterways for more information.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F17m. Are you aware of a written agreement affecting riparian rights related to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F17n. Are you aware that the property abuts the bed of a navigable waterway that is owned by a hydroelectric operator? <i>Under Wis. Stat. s. 30.132, the owner of a property abutting the bed of a navigable waterway that is owned by a hydroelectric operator, as defined in s. 30.132 (1) (b), may be required to ask the permission of the hydroelectric operator to place a structure on the bed of the waterway.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F18. Are you aware of one or more burial sites on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or www.wihist.org/burial-information).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F19. Explanation of "yes" responses _____ _____ _____ _____			

G. ADDITIONAL INFORMATION

	YES	NO	N/A
G1. Have you filed any insurance claims relating to damage to this property or premises within the last five years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G2. Are you aware of a structure on the property that is designated as a historic building or that all or any part of the property is in a historic district?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G3. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G4. Are you aware of other defects affecting the property? Other defects might include items such as drainage easement or grading problems; excessive sliding, settling, earth movements, or upheavals; or any other defect or material condition.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G4m. <i>Is the owner a foreign person, as defined in 26 USC 1445 (f)? (E.g. a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate.) Section 1445 of the Internal Revenue Code (26 USC 1445), also known as the Foreign Investment In Real Property Tax Act or FIRPTA, provides that a transferee (buyer) of a U.S. real property interest must be notified in writing and must withhold tax if the transferor (seller) is a foreign person, unless an exception under FIRPTA applies to the transfer.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

G5. The owner has owned the property for _____ years.

G6. The owner has lived in the property for _____ years.

G7. Explanation of "yes" responses _____

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at <http://www.doc.wi.gov> or by phone at 608-240-5830

OWNER'S CERTIFICATION

NOTE: Wisconsin Statute section 709.035 requires owners who, prior to acceptance of a purchase contract or an option to purchase, obtain information that would change a response on this report to submit a complete amended report or an amendment to the previously completed report to the prospective buyer within 10 days of acceptance.

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Owner _____ Date _____
Owner _____ Date _____
Owner _____ Date _____
Owner _____ Date _____
Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

A person other than the owner certifies that the person supplied information on which the owner relied for this report and that the information is true and correct to the best of the person's knowledge as of the date on which the person signs this report.

Person _____ Items _____ Date _____
Person _____ Items _____ Date _____
Person _____ Items _____ Date _____

BUYER'S ACKNOWLEDGEMENT

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Prospective buyer _____ Date _____
Prospective buyer _____ Date _____

Information appearing in italics is supplemental in nature and is not required pursuant to Section 709.03 of the Wisconsin Statutes.

**OFFER ADDENDUM S - LEAD BASED PAINT
DISCLOSURES AND ACKNOWLEDGMENTS**

1 **LEAD WARNING STATEMENT:** Every purchaser of any interest in residential real property on which a
2 residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from
3 lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in
4 young children may produce permanent neurological damage, including learning disabilities, reduced
5 intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular
6 risk to pregnant women. The seller of any interest in residential real property is required to provide the
7 buyer with any information on lead-based paint hazards from risk assessments or inspections in the
8 seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or
9 inspection for possible lead-based paint hazards is recommended prior to purchase.

10 Disclosures and Acknowledgments made with respect to the Property at _____
11 _____, Wisconsin.

12 **SELLER DISCLOSURE AND CERTIFICATION.** Note: See Seller Obligations at lines 27 - 54 and 55 - 112.

13 (1) **SELLER DISCLOSURES:** (a) Seller hereby represents that Seller has no knowledge of any lead-based paint or
14 lead-based paint hazards (collectively referred to as LBP) present in or on the Property except: _____

15 _____
16 *(Explain the information known to Seller, including any additional information available about the basis for the determination
17 that LBP exists in or on the Property, the location of any LBP, and the condition of painted surfaces, or indicate "none.")*

18 (b) Seller hereby confirms that Seller has provided the Buyer with the following records and reports which comprise all
19 of the reports and records available to Seller pertaining to lead-based paint or lead-based paint hazards (LBP) in or on the Property:

20 _____
21 *(Identify the LBP record(s) and report(s) (e.g. LBP abatements,
22 inspections, reductions, risk assessments, etc., as defined at lines 89 - 107) provided to Buyer, or indicate "none available.")*

23 (2) **SELLER CERTIFICATION:** The undersigned Seller has reviewed the information above and certifies, to the best of their
24 knowledge, that the information provided by them is true and accurate.

25 (X) _____
26 (ALL Sellers' signatures) ▲ Print Names Here ► _____ (Date) ▲

27 **Seller Obligations under the Federal Lead-Based Paint Disclosure Rules**

28 (Based upon 40 CFR Chapter 1, Part 745, Subpart F, §§745.103, 745.107, 745.110, 745.113 & 745.115; and 24 CFR subtitle A,
29 Part 35, Subpart H, §§35.86, 35.88, 35.90, 35.92 & 35.94, which all are collectively referred to in this Addendum as Federal LBP Law.)
30 **DISCLOSURE REQUIREMENTS FOR SELLERS.** (a) The following activities shall be completed before the Buyer is obligated
31 under any contract to purchase target housing that is not otherwise an exempt transaction pursuant to Federal Law. Nothing in this
32 section implies a positive obligation on the Seller to conduct any risk assessment and/or inspection or any reduction activities.

33 (1) Provide LBP Pamphlet to Buyer. The Seller shall provide the Buyer with an EPA-approved lead hazard information
34 pamphlet. Such pamphlets include the EPA document entitled *Protect Your Family From Lead In Your Home* (EPA
35 #747-K-99-001) or an equivalent pamphlet that has been approved for use in this state by EPA.

36 (2) Disclosure of Known LBP to Buyer. The Seller shall disclose to the Buyer the presence of any known lead-based
37 paint and/or lead-based paint hazards in the target housing being sold. The Seller shall also disclose any additional
38 information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the
39 determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or lead-based
40 paint hazards, and the condition of painted surfaces (chipping, cracked, peeling).

41 (3) Disclosure of Known LBP & LBP Records to Agent. The Seller shall disclose to each agent the presence of any
42 known lead-based paint and/or lead-based paint hazards in the target housing being sold and the existence of any available
43 records or reports pertaining to lead-based paint and/or lead-based paint hazards. The Seller shall also disclose any
44 additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis
45 for the determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or
46 lead-based paint hazards, and the condition of the painted surfaces (chipping, cracked, peeling).

47 (4) Provision of Available LBP Records & Reports to Buyer. The Seller shall provide the Buyer with any records or reports
48 available (see line 88) to the Seller pertaining to lead-based paint and/or lead-based paint hazards in the target housing being sold.
49 This requirement includes records or reports regarding common areas. This requirement also includes records or reports
50 regarding other residential dwellings in multifamily target housing, provided that such information is part of a risk assessment and/or
51 inspection or a reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.

52 (b) Disclosure Prior to Acceptance of Offer. If any of the disclosure activities identified in lines 30-51 occurs after the Buyer
53 has provided an offer to purchase the housing, the Seller shall complete the required disclosure activities prior to accepting
54 the Buyer's offer and allow the Buyer an opportunity to review the information and possibly amend the offer.

55 ■ **CERTIFICATION AND ACKNOWLEDGMENT OF LBP DISCLOSURE.** (a) Seller requirements. Each contract to sell target
56 housing shall include an attachment or addendum containing the following elements, in the language of the contract (e.g., English,
57 Spanish):

58 (1) Lead Warning Statement. A Lead Warning Statement consisting of the following language:

59 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified
60 that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead
61 poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities,
62 reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to
63 pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on
64 lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known
65 lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to
66 purchase.

67 (2) Disclosure of Known LBP & LBP Information Re: the Property. A statement by the Seller disclosing the presence of
68 known lead-based paint and/or lead-based paint hazards in the target housing being sold or indicating no knowledge of the
69 presence of lead-based paint and/or lead-based paint hazards. The Seller shall also provide any additional information
70 available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination
71 that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint
72 hazards, and the condition of the painted surfaces (chipping, cracked, peeling, dust, etc.).

73 (3) List of Available LBP Records & Reports Provided to Buyer. A list of any records or reports available to the Seller
74 pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the Buyer. If no
75 such records or reports are available, the Seller shall so indicate.

76 (4) Buyer Acknowledgment of Receipt of Disclosures, Records & Pamphlet. A statement by the Buyer affirming receipt
77 of the information set out in lines 67 - 75 and a lead hazard information pamphlet approved by EPA.

78 (5) Buyer Acknowledgment of Receipt of Opportunity for LBP Inspection. A statement by the Buyer that he or she has either:
79 (i) received the opportunity to conduct the risk assessment or inspection required per lines 123 - 127; or (ii) waived the opportunity.

80 (6) Agent Certification. When one or more real estate agents are involved in the transaction to sell target housing,
81 a statement from each agent that: (i) The agent has informed the Seller of the Seller's obligations under
82 Federal LBP Law; and (ii) the agent is aware of his or her duty to ensure compliance with Federal LBP Law. Agents ensure
83 compliance by informing Seller of his or her obligations and by making sure that the Seller or the agent personally completes
84 the required activities. Buyer's agents paid solely by Buyer are exempt.

85 (7) Signatures. The signatures of all Sellers and Buyers, and all agents subject to Federal LBP Law (see lines 80 - 84)
86 certifying to the accuracy of their statements to the best of their knowledge, along with the dates of the signatures.

87 ■ **DEFINITIONS:**

88 Available means in the possession of or reasonably obtainable by the Seller at the time of the disclosure.

89 Abatement means the permanent elimination of lead-based paint and/or lead-based paint hazards by methods such as
90 removing, replacing, encapsulating, containing, sealing or enclosing lead-based paint with special materials, in conformance
91 with any applicable legal requirements.

92 Buyer means one or more individuals or entities who enter into a contract to purchase an interest in target housing (**referred
93 to in the singular whether one or more**).

94 Inspection means: (1) a surface-by-surface investigation to determine the presence of lead-based paint, and (2) the provision
95 of a report explaining the results of the investigation.

96 Lead-based paint means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square
97 centimeter or 0.5 percent by weight.

98 Lead-based paint hazard means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated
99 soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces
100 that would result in adverse human health effects as established by the appropriate Federal agency.

101 Reduction means designed to reduce or eliminate human exposure to lead-based paint hazards through interim controls,
102 abatement, etc.

103 Risk assessment means an on-site investigation to determine and report the presence of lead-based paint, and to evaluate
104 and report the extent, nature, severity, and location of lead-based paint hazards in residential dwellings, including: (1)
105 information gathering regarding the age and history of the housing and occupancy by children under 6; (2) visual inspection;
106 (3) limited wipe sampling or other environmental sampling techniques; (4) other activity as may be appropriate; and (5)
107 provision of a report explaining the results of the investigation.

108 Seller means one or more individuals or entities who transfer, in return for consideration, (1) legal title to target housing, in
109 whole or in part; (2) shares in a cooperatively owned project; or (3) an interest in a leasehold (**referred to in the singular
110 whether one or more**).

111 Target housing means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless
112 any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

113 ■ **AGENT(S) ACKNOWLEDGMENT AND CERTIFICATION.**

114 (1) **ACKNOWLEDGMENT:** All agent(s) in this transaction subject to Federal LBP Law (see lines 80 - 84) hereby
115 acknowledge that: (1) the Seller was informed of his or her obligations under the Federal LBP Law (see lines 27 - 54 and 55 -
116 112); and (2) they are aware of their duty to ensure compliance with the requirements of Federal LBP Law.

117 (2) **CERTIFICATION:** The undersigned agents have reviewed the information above and certify, to the best of their
118 knowledge, that the information provided by them is true and accurate.

119 (X) _____
120 (Agent's signature) ▲ Print Agent & Firm Names Here ► **Laura Lahti, Badger Realty Team** (Date) ▲

121 (X) _____
122 (Agent's signature) ▲ Print Agent & Firm Names Here ► (Date) ▲

123 ■ **BUYER'S OPPORTUNITY TO CONDUCT AN EVALUATION (LBP Inspection Contingency).** (a) Before a Buyer is
124 obligated under any contract to purchase target housing, the Seller shall permit the Buyer a 10-day period (unless the parties
125 mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of
126 lead-based paint and/or lead-based paint hazards. (b) Notwithstanding lines 123 - 126, a Buyer may waive the opportunity
127 to conduct the risk assessment or inspection by so indicating in writing.

128 ■ **BUYER INSPECTION CONTINGENCY, ACKNOWLEDGMENT AND CERTIFICATION.**

129 (1) **LEAD-BASED PAINT INSPECTION CONTINGENCY:** [Buyer to check one box at lines 131, 147 or 148. If no box is
130 checked, Buyer is deemed to have elected a 10-day contingency per lines 131 - 146.]

131 **LEAD-BASED PAINT INSPECTION CONTINGENCY:** This Offer is contingent upon a federal or state certified lead
132 inspector or lead risk assessor conducting an inspection or risk assessment of the Property, at Buyer's cost, which discloses
133 no lead-based paint and/or lead-based paint hazards (see lines 96 - 100) (collectively referred to as LBP). This contingency
134 shall be deemed satisfied, and Buyer will have elected to take the Property "as is" with respect to LBP, unless Buyer, within
135 _____ days of acceptance, delivers to Seller a copy of the inspector's or risk assessor's written report and a written notice
136 listing the LBP identified in the report to which the Buyer objects. Buyer agrees to concurrently deliver a copy of the report
137 and notice to the listing broker, if any. A proposed amendment will not satisfy this notice requirement.

138 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** have a right to cure [if neither struck, Seller shall have the right to
139 cure]. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering, within 10 days of receipt of Buyer's
140 notice, written notice of Seller's election to abate the LBP identified by the Buyer; and (2) providing Buyer, no later than 3 days
141 prior to closing, with certification from a certified lead supervisor or project designer, or other certified lead contractor that
142 the identified LBP has been abated. This Offer shall be null and void if Buyer makes timely delivery of the above notice and
143 report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: a) Seller delivers notice that Seller will
144 not cure or b) Seller does not timely deliver the notice of election to cure. "Abate" shall mean to permanently eliminate the
145 identified LBP by methods such as removing, replacing, encapsulating, containing, sealing or enclosing the identified LBP,
146 in conformance with the requirements of all applicable law.

147 Buyer elects the LBP contingency Buyer has attached to this Addendum S.

148 Buyer waives the opportunity for a LBP inspection or assessment.

149 (2) **EPA LEAD HAZARD INFORMATION PAMPHLET:** If Buyer has provided electronic consent, a copy of the LBP pamphlet, *Protect Your*
150 *Family from Lead in Your Home*, may be found at <https://www.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure>.

151 Note: More information about electronic consent can be found at <https://www.wra.org/ecommerce/>.

152 (3) **BUYER ACKNOWLEDGMENT:** Buyer hereby acknowledges and certifies that Buyer has: (a) received the Seller's
153 above-listed disclosures, reports and records concerning any known LBP in or on the Property (see lines 12 - 22); (b) received
154 a lead hazard information pamphlet approved by the EPA; and (c) received the opportunity to conduct a LBP risk assessment
155 or inspection of the Property or has waived the opportunity (see lines 131 - 148 above).

156 (4) **BUYER CERTIFICATION:** The undersigned Buyer has reviewed the information above and certifies, to the best of their
157 knowledge, that the information provided by them is true and accurate.

158 (X) _____
159 (Buyers' signatures) ▲ Print Names Here ► (Date) ▲

160 (X) _____
161 (Buyers' signatures) ▲ Print Names Here ► (Date) ▲

WB-44 COUNTER-OFFER

Counter-Offer No. 1 by (~~Buyer/Seller~~) **STRIKE ONE**

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

1 The Offer to Purchase dated _____ and signed by Buyer _____
2 for purchase of real estate at _____
3 _____ is rejected and the following Counter-Offer is hereby made.

4 **CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple**
5 **counter-proposal unless incorporated by reference.**

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following: _____

7 _____
8 _____
9 _____
10 _____
11 _____
12 _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____

28 The attached _____ is/are made part of this Counter-Offer.

29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.

30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the
31 Party making the Counter-Offer on or before _____

32 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to
33 Purchase, unless otherwise provided in this Counter-Offer.

34 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery**
35 **as provided at lines 30-33.**

36 This Counter-Offer was drafted by Laura Lahti, Badger Realty Team on _____ .
37 Licensee and Firm ▲ Date ▲

38 (x) _____
39 Signature of Party Making Counter-Offer ▲ Date ▲
40 Print name ►

(x) _____
Signature of Party Accepting Counter-Offer ▲ Date ▲
Print name ►

41 (x) _____
42 Signature of Party Making Counter-Offer ▲ Date ▲
43 Print name ►

(x) _____
Signature of Party Accepting Counter-Offer ▲ Date ▲
Print name ►

44 This Counter-Offer was presented by _____ on _____ .
45 Licensee and Firm ▲ Date ▲

46 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) _____ (Party's Initials) _____

47 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**
48 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-**
49 **Offer by specifying the number of the provision or the lines containing the provision. In transactions involving**
50 **more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.**

SELLER CERTIFICATION OF NON-FOREIGN STATUS

1 Property Address: _____
2 _____

3 Section 1445 of the Internal Revenue Code provides that a transferee (Buyer) of a United States real
4 property interest must withhold tax if the transferor (Seller) is a foreign person.

5 To inform the Buyer of the above-referenced United States real property interest that withholding of
6 tax is not required upon the disposition of the Property by _____
7 _____
8 _____ (Seller), the undersigned hereby certifies the following on behalf of the Seller:

- 9 1. Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign
10 estate, as those terms are defined in the Internal Revenue Code and Income Tax Regulations.
- 11 2. Seller's United States Taxpayer Identification Number (Social Security Number or Employer
12 Identification Number) is _____
13 _____ .
- 14 3. Seller's address is _____
15 _____
16 _____ .
- 17 4. Seller understands Buyer may disclose this certification to the Internal Revenue Service and any
18 false statement contained herein could be punished by fine, imprisonment, or both.

19 **I declare under penalties of perjury under the laws of the United States of America that I**
20 **have examined this certification and to the best of my knowledge and belief it is true,**
21 **correct, and complete, and I further declare that I have authority to sign this document on**
22 **behalf of Seller if signing in a representative capacity.**

23 Dated this _____ day of _____, _____ .

24 _____ (Seller signature)

25 Print name: _____

26 _____ (Seller signature)

27 Print name: _____

28 Seller Entity Name (if any): _____
29 Print Name Here ▲

30 (x) _____
31 Authorized Signature ▲ Print Name & Title Here ► _____

TEAM LAHTI REAL ESTATE OF BADGER REALTY TEAM

CONTACT LAURA LAHTI TO TALK MORE

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- Laura Lahti