

WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road Madison, WI 53704

ADDENDUM R TO THE OFFER TO PURCHASE - RENTAL PROPERTIES

1 This Addendum is made part of the Offer to Purchase dated _____ made by the Buyer _____
2 _____ with respect to the Property at 1010 Mills
3 St, Black Earth, WI 53515.

4 The Property is subject to rental agreements, either written or oral leases for a definite period of time, or oral or written
5 rental agreements for periodic tenants, such as month-to-month tenants, who pay rent on a periodic basis. Buyer takes
6 the Property subject to tenants' rights.

7 **■ RENT SCHEDULE:** The parties agree that the following Property rental information is current and correct with respect
8 to any leases and any month-to-month tenancies or other periodic tenancies, whether written or oral:

Unit Number	Written or Oral Rental Agreement	Lease Expiration Date/Tenancy Type	Rent Amount	Rent Due Date	Security Deposit	Delinquent Rents	Penalty Fees Due
1303	written	Monthly	\$900.00				
1305	written	Monthly	\$950.00		\$925.00		
1010	written	3/25-3/26	\$900.00		\$650.00		
1301	written	Monthly	\$700.00		\$250.00		
1307	written	Monthly	\$900.00		\$800.00		
1311	written	Monthly	\$725.00		\$700.00		

[Attach additional schedules if needed]

21 **■ LEASES:** Complete copies of all current written leases, and all rental applications received for current tenants (are
22 attached to this Offer) (shall be furnished to Buyer within _____ days of acceptance) **[STRIKE ONE]**. If Buyer does not
23 receive these documents by the applicable deadline, or if the lease terms or rental applications are materially different
24 from Seller's representations or do not comply with applicable law, Buyer may deliver written notice stating Seller's
25 noncompliance to Seller within _____ days of acceptance and this Offer shall be null and void.

26 **■ PERSONAL PROPERTY:** The following appliances and equipment are not fixtures. They are included in the sale and
27 are now, and will be at closing, in good working order. State the number of each category of item included in the sale
28 and attach detailed schedules, if necessary:

6	Refrigerators	1	Unit Window Coverings	6	Dryers	6	Other: Dishwasher
6	Stoves	1	Water Softeners	6	Snow Blowers	6	Other: Microwaves
	Window Air Conditioners		Washing Machines		Lawn Mowers		Other: _____

33 The total value of these items is \$ _____ ; this amount shall be excluded from the real estate purchase price
34 on the Wisconsin Real Estate Transfer Return. Title to these items shall be transferred at closing by Bill of Sale.

35 **■ INDEMNIFICATION:** At closing Seller shall assign all right, title and interest in the Leases to Buyer and Buyer shall
36 assume all duties, liabilities and obligations thereunder as landlord. Buyer shall indemnify and hold Seller harmless from
37 any claim or loss first arising from events occurring after closing.

38 **■ RENT:** All rent for the month of closing shall be prorated through the day prior to closing. Seller may collect any
39 delinquent rent which was due before closing for Seller's account. Seller cannot use security deposits for delinquent rent.

40 ■ **MAINTAIN RENTAL OPERATIONS:** Unless otherwise agreed by the Parties in writing, Seller shall give delinquent
 41 tenants appropriate notices of default, evict tenants who fail to timely cure their defaults, sue evicted tenants for
 42 delinquent rents and damages in excess of security deposits, and repair damaged units.
 43 ■ **VACANT UNITS:** Except as provided on lines 67-70 below, Seller (shall) (shall not) STRIKE ONE ("shall" if neither is
 44 stricken) rent vacant units.
 45 ■ **CHANGE IN TENANT STATUS:** Seller shall give Buyer prompt written notice of any tenancy termination, unit
 46 abandonment, tenant plans to vacate a unit, or a material breach of lease terms or a rent delinquency continuing for more
 47 than _____ days ("7" if left blank), occurring after the date on line 1 of this Offer.
 48 ■ **RENTAL AGREEMENT EXTENSIONS AND RENEWALS:** Seller shall not, without Buyer's written consent, renew an
 49 expiring lease or extend a lease term; change the terms and conditions of a lease, a month-to-month tenancy or other
 50 periodic tenancy; or enter into a written lease with a month-to-month or periodic tenant.
 51 ■ **SECURITY DEPOSITS:** Seller shall transfer the full amount of all security deposits to Buyer at closing without offset,
 52 unless the parties otherwise agree in writing. Seller may pursue any claims that Seller may have against tenants directly
 53 against the tenants.
 54 ■ **TENANT RECORDS:** Seller shall give Buyer a copy of all tenant records at closing including any check-in reports,
 55 payments records, correspondence, notices, etc.
 56 ■ **NOTICE OF CONTACT PERSON CHANGES:** (Seller) (Buyer) STRIKE ONE ("Buyer" if neither is stricken) shall give all
 57 tenants written notice within 10 business days of closing advising them of the sale and all new contact information for rent
 58 payments, maintenance requests, and receipt of legal process and notices per Wis. Admin. Code § ATPC 134.04(1)(b).
 59 ■ **EVICITION:** After closing, Seller shall complete any eviction action begun before closing at Seller's cost, unless Buyer,
 60 at Buyer's cost, moves the court to be substituted or joined as plaintiff, per Wis. Stat. § 803.10(3). If Seller gave tenant(s)
 61 notice prior to closing to vacate the premises and the tenant(s) have failed to timely comply with the notice by the time of
 62 closing, (Seller) (Buyer) STRIKE ONE ("Seller" if neither is stricken) shall take all steps necessary to remove the tenants,
 63 including the filing of an eviction action, at that party's cost, unless otherwise provided in writing.
 64 ■ **DELINQUENT RENT COLLECTED:** Any delinquent rent or fees collected after closing pertaining to rent due and
 65 payable prior to closing shall be paid to Seller's account unless otherwise agreed by the Parties in writing.

66 **THE FOLLOWING PROVISIONS ARE A PART OF THIS ADDENDUM ONLY IF MARKED, SUCH AS WITH "X":**
 67 ☐ **REQUESTED VACANCIES:** Seller shall give all notices necessary to terminate the tenancy of the tenant(s) in
 68 unit(s) _____ so that these units will be vacant (at closing) (on _____) STRIKE ONE. If these
 69 tenant(s) do not timely vacate the premises, (Seller) (Buyer) STRIKE ONE ("Seller" if neither is stricken) shall be
 70 responsible to take all steps necessary to remove the tenants, including the filing of an eviction action, at that party's cost.
 71 ☐ **NEW VACANCIES:** If _____ or more units which were occupied on the date on line 1 of this Offer are vacant
 72 on the day before closing, Buyer may deliver to Seller a written notice of termination and this Offer shall be null and void.
 73 ■ **DEFAULT NUMBER OF DAYS:** Default number of days is 20 if nothing is entered on blank lines requiring entry of a
 74 number of days and there is no specific default stated within the provision.
 75 ■ **ADDITIONAL PROVISIONS:** _____
 76 _____
 77 _____
 78 _____
 79 _____
 80 _____
 81 _____

82 Smoke Detectors Save Lives brochure: <https://dsps.wi.gov/Documents/Programs/SmokeAlarms12FamilyHomes.pdf>
 83 Carbon Monoxide Detectors brochure: <https://dsps.wi.gov/Documents/Programs/FirePrevention/CarbonMonoxideGas.pdf>

84 **The parties have read and understand this Addendum R and acknowledge receipt of Addendum R by initialing**
 85 **and dating below:**

86 _____
 87 (Buyer(s)' Initials) ▲ (Date) ▲ (Seller(s)' Initials) ▲ (Date) ▲

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