

ONEIDA NATION COMPREHENSIVE HOUSING DIVISION RESIDENTIAL OFFER TO PURCHASE – MEMBER TO MEMBER¹

Dated this ____ day of _____, 20__, [insert Buyer's name(s)], hereinafter referred to as "Buyer" submits this Offer to purchase the improvements on the property known as [Street Address], hereinafter "Property" for [Purchase Price] from [insert Seller's name(s)], hereinafter referred to as "Seller." In addition to the contingencies described in this Offer, this Offer is also contingent upon Buyer's ability to successfully enter a residential lease with the Oneida Nation in accordance with the Leasing law and any applicable rules.

- I. Definitions.** For purposes of this Offer, the following terms shall have the following meanings:
 - A. "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.
 - B. "Fixture"** is an item of property which is physically attached to or so closely associated with land or improvements so as to be treated as part of the property, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures.
- II. Items Included in Purchase Price.** Seller is including in the Purchase Price the Property, all Fixtures on the Property on the date of this Offer except the following items: _____. The following additional items are included in the purchase price: _____.
- III. Items not included in Purchase Price.** This is an offer for improvements on the land. The land is not included in the sale of the improvements and is subject to a residential lease with the Comprehensive Housing Division. At closing, Buyer is required to enter into a Residential Lease ("Lease") with Oneida Nation – Comprehensive Housing Division and thereby accept the terms and conditions of the Lease provided at pre-closing. Refusal, failure or ineligibility to enter into such Lease constitutes a default.
- IV. Acceptance.** Acceptance occurs when Buyer and Seller have signed one copy of the Offer, or separate but identical copies of the Offer. This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer by _____. Extensions of the acceptance date may be made at the mutual written agreement of the Parties. Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.
- V. Delivery of Documents and Written Notices.** Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the following methods:

¹ This form is a template form, which may be used for: "seller to tribal member" residential offers to purchase within the boundaries of the Oneida Reservation, to include improvements on tribal trust land and tribal fee land. Buyer is responsible for determining all terms and conditions of the Offer, including additions or deletions. This form or technical assistance with this form shall not constitute legal advice from Oneida Nation, its Divisions, or employees. Nothing in this form prohibits Buyer or Seller from seeking independent advice or assistance from an Agent or Attorney.

- A. **Personal Delivery:** giving the document or written notice personally to the Party.
- B. **Fax:** fax transmission of the document or written notice to the following fax number(s): Seller: (_____) _____; Buyer (_____) _____.
- C. **E-Mail:** electronically transmitting the document or written notice to the following e-mail addresses: Seller: _____; Buyer: _____.
- VI. **Occupancy.** Occupancy of the Property shall be given to Buyer at time of closing unless otherwise provided in this Offer. At time of occupancy, Property shall be in substantially the same condition as was presented at the open house with the yard and land free and clear of any personal property, refuse, debris, ect.
- VII. **Closing.** This transaction is to be closed no later than _____ at _____ the Comprehensive Housing Division, unless otherwise agreed by the Parties in writing.
- VIII. **Closing Prorations.** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, property owner's association assessments, fuel, water, garbage & recycling and _____,
- IX. **Contingencies.** Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Buyer agrees to promptly restore the Property (and any land involved) to its original condition after said inspections and testing are completed unless otherwise agreed to with Seller, and Comprehensive Housing Division if well and/or septic inspection/testing occurs. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller, Comprehensive Housing Division, and Oneida Environmental Health, Safety and Land Division if required by Comprehensive Housing Division. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources or the Environmental Protection Agency.
- A. **This Offer is contingent upon the following:** [Buyer to delete any contingencies which they do not wish to exercise.]
1. **Real Estate Condition Report.** Seller shall provide Buyer a Real Estate Condition Report within ten (10) days of acceptance. Buyer retains the right to terminate this Offer if a Real Estate Condition Report discloses Defects.
 2. **Appraisal.** Buyer, at Buyer's expense, shall have the Property appraised by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. Said appraisal shall be completed within fifteen (15) days of acceptance.
 3. **Home Inspection.** Buyer, at Buyer's expense, shall obtain a home inspection completed by a Wisconsin registered home inspector within fifteen (15) days of acceptance.
 4. **Septic System Inspection.** Seller, at Seller's expense, shall provide Buyer with a report from a county sanitarian, certified soil tester or master plumber competent to inspect septic systems, performed in the last six (6) months, which indicates that the septic system is not disapproved for

current use utilizing the Nation's standard "On Site Waste Inspection" sheet within fifteen (15) days of acceptance.

5. **Well Water Testing.** Seller, at Seller's expense, shall provide Buyer with a report from a State Approved Laboratory performed in the last six (6) months which indicates that the well water is bacteriologically safe (of the Colitic group) for all human consumption and that the well water has nitrate concentration less than the maximum health-related level established by the State of Wisconsin for public water systems within fifteen (15) days of acceptance.
6. **Well System Inspection.** Seller, at Seller's expense, shall provide Buyer with a report from a licensed well driver, a licensed pump installer or a master plumber competent to inspect well systems, performed in the last six (6) months, which indicates the well and pressure system conform to the applicable code in effect at the time the well was installed and is not disapproved for current use utilizing the Nation's standard "On Site Waste Inspection" sheet within fifteen (15) days of acceptance.
7. **Closing Papers and Costs:** Parties shall work with the lender to prepare the closing papers and obtain appropriate approvals prior to pre-closing. The closing papers and costs shall be determined by lender. Any closing costs shall be provided at closing.

B. Buyer's Pre-Closing Walk-Through. Within three (3) days prior to closing, at a reasonable time pre-approved by Seller, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, that Seller has removed Seller's personal property, debris and trash, and that any defects Buyer has agreed to cure have been repaired in the manner agreed to by the Parties.

C. Right to Cure. Seller shall have a right to cure the Defects. Seller may satisfy any contingency by curing the Defects in good and workmanlike manner and delivering to Buyer a written report/receipts detailing the work done within fifteen (15) days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of Notice of Defects, including documentation of Defects, and: 1.) Seller delivers written notice that Seller will not cure; or 2.) Seller does not cure the Defects as provided herein within fifteen (15) days prior to closing.

D. Contingencies Deemed Satisfied. All contingencies shall be deemed satisfied, unless Buyer, within twenty-five (25) days of acceptance, delivers to Seller, a copy of the written report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects.

E. Other.

X. Default. A material failure to perform any obligation under this Offer is a default. If Seller defaults, Buyer may terminate the Offer. If Buyer defaults, Seller may terminate the Offer.

XI. Additional Provisions.

A. Other:

B. Entire Contract. This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

C. Property Damage Between Acceptance and Closing. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

Buyer's Signature -

Date

Enrollment No.

Buyer's Signature -

Date

Enrollment No.

SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS

AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

Seller's Signature

Date

This offer is rejected _____ This offer is countered _____
seller initials date seller initials date

THIS INSTRUMENT WAS DRAFTED BY
Krystal L. John, Staff Attorney
Oneida Law Office, P.O. Box 109, Oneida, WI 54155
June 2018