

**ONEIDA NATION**  
**OFFER TO PURCHASE**  
**Homeownership by Independent Purchase (HIP) Program**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, hereinafter referred to as “Buyer” submits this Offer to purchase the Property known as \_\_\_\_\_ for \$ \_\_\_\_\_ from \_\_\_\_\_, hereinafter referred to as “Seller.” In addition to the contingencies described in this Offer, this Offer is also contingent upon the Oneida Nation, hereinafter referred to as “Nation”, approving this Offer.

This Offer is subject to the Nation’s Homeownership by Independent Purchase Program. The Nation’s financial responsibility under this Offer is limited to \$\_\_\_\_\_, which is equal to the tax assessed value established by the local taxing authority for the land only – excluding all improvements. The Buyer is responsible for the remaining amount of the purchase price plus any associated closing costs as negotiated through this offer. The Seller is responsible for any associated closing costs as negotiated through this offer. At the time of closing, the Nation will acquire title the property from the Seller and enter a Residential Lease with the Buyer.

**I. Definitions.** For purposes of this Offer, the following terms shall have the following meanings:

- A. “Business Days”** means all days of the week except Saturday, Sunday and legal holidays, provided that if the last day of the period ends on a Saturday, Sunday or legal holiday (as identified by the federal government, State of Wisconsin, and the Nation), the period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. All contacts with the Nation must be made before the close of business, 4:30 p.m., on or before the date the period ends.
- B. “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. The Nation has the sole and exclusive right to determine what conditions constitute a defect. In general, a defect is any issue revealed through the title commitment, survey, or environmental review which may prevent the United States from taking title to the land as part of the Nation’s fee-to-trust application process.
- C. “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 real estate, 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. Acceptance.** Acceptance occurs when the Buyer, the Seller, and the Nation have signed one copy of the Offer, or separate but identical copies of the Offer. This Offer is binding upon all parties only if a copy of the accepted Offer is delivered to the Nation on or before \_\_\_\_\_

\_\_\_\_\_. Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

**IV. 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: personal delivery or email. Relevant parties to the transaction may be reached at the following contacts:

<b>Buyer's and Seller's Representatives' Contact Information</b>		
	<b>Buyer's Representatives</b>	<b>Seller's Representatives</b>
Name of Broker		
Name and Address of Broker's Company		
Broker/Company License No.		
Agent's Name		
Agent's License No.		
Agent's Email Address		
Agent's Office Phone No.		
Agent's Cellular Phone No.		
<b>HIP Contacts</b>		
<b>Name and Title/Company</b>	<b>Phone No.</b>	<b>Email Address</b>
Jennifer Garcia, Oneida Residential Leasing Specialist	920-869-2227	jgarcia@oneidanation.org
Mary Jo Nash, Oneida Acquisition Manager	920-869-6612	mnash@oneidanation.org
Tanya Krueger, Bay Bank, Vice President of Lending	920-490-7600	tanya.krueger@baybankgb.com
Daniel Fritz, Bay Bank, Lending Officer	920-490-7600	daniel.fritz@baybankgb.com
Justin May, Bay Title	920-431-6100	jdmay@baytitle.com
Shelly Grusznski, Bay Title	920-431-6100	sgrusznski@baytitle.com
Mike Andraschko, Mau & Associates	920-434-9670	mandraschko@mau-associates.com

**V. Earnest Money.** Earnest money of \$ \_\_\_\_\_ will be mailed, or commercially or personally delivered within \_\_\_\_\_ business days of acceptance to Seller. The balance of the purchase price will be paid in cash or equivalent at closing.

**A. Held By.** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker until applied to purchase price or otherwise disbursed as provided in the Offer.

**B. Disbursement.** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's depository institution if

earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker shall disburse the earnest money to the Seller.

- VI. Occupancy.** Occupancy of the entire Property shall be given to Buyer at time of closing.
- VII. Closing.** This transaction is to be closed no later than \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_.
- VIII. Closing Prorations.** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owner's association assessments, fuel and \_\_\_\_\_. Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing. Net general real estate taxes (defined as general property taxes after state tax credits and lottery credits are deducted) shall be prorated at closing based on the net general real estate taxes for the preceding year, or the current year if available. Special assessments, if any, levied or for work actually commenced prior to date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer. Seller agrees that the sum of \$175.00 will be held by Seller's broker or Title Company and/or the Nation for the payment of any and all utility charges incurred by Seller prior to date of closing. Said \$175.00 shall be released to Seller less and excepting any amount necessary for the payment of all final bills at such time as Buyer receives proof that all final utility bills have been paid.
- 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 may be present at all inspections and testing. Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller, and to listing broker if Property is listed. 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:**
- 1. Real Estate Condition Report.** Seller shall provide Buyer a Real Estate Condition Report within ten (10) Business Days of acceptance. The form of the Report is found in Wis. Stat. § 709.03. Buyer retains the right to terminate this Offer if a Real Estate Condition Report discloses Defects.
  - 2. Financing Contingency.** This Offer is contingent upon Buyer being able to obtain a Section 184 Loan or in-house loan through Bay Bank within \_\_\_\_\_ days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$ \_\_\_\_\_ for a term of not less than -----years, amortized over not less than \_\_\_\_\_ years. [delete this provision if the purchase will not be financed]
  - 3. Home Inspection.** Buyer, at Buyer's or Seller's [STRIKE ONE-Buyer's if neither is stricken] expense, shall obtain a home inspection completed by a Wisconsin registered home inspector within fifteen (15) Business Days of acceptance.
  - 4. ASTM 1527-Phase 1 Environmental Site Assessment (Phase 1).** Standard

practice conducted by prospective purchasers in real estate to identify recognized environment concerns (REC) or potential RECs, as defined in the standard. The Nation, at Nation's expense, shall conduct Phase 1 Environmental Site Assessment within fifteen (15) Business Days of acceptance. Buyer is responsible for coordinating a time to conduct this assessment with the Nation and with Seller. Seller shall provide Buyer a Land History Questionnaire.

5. **Title Commitment.** Seller, at Seller's or Buyer's [STRIKE ONE-Seller's if neither is stricken] expense, shall provide evidence of Title to the property by an owner's title commitment issued through Bay Title Company. Seller to deliver said title evidence, with copies of accompanying non-standard exceptions, within twenty-five (25) Business Days of acceptance.
6. **Survey.** Seller, at Seller's or Buyer's [STRIKE ONE-Seller's if neither is stricken] expense, shall provide Seller a boundary survey completed by Mau & Associates. Said survey must comply with Wisconsin Administrative Code, Chapter A-E 7 and include the coordinates of the legal description. Seller shall submit said survey to Buyer within twenty-five (25) Business Days of acceptance. Surveyor to include the 4<sup>th</sup> PM in the legal description and provide the GPS coordinates on the survey.
7. **Septic System Inspection.** Seller, at Seller's or Buyer's [STRIKE ONE-Seller's if neither is stricken] expense, shall provide Nation 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) Business Days of acceptance. [delete this provision if the Property is not on a septic system]
8. **Well Water Testing.** Seller, at Seller's or Buyer's [STRIKE ONE-Seller's if neither is stricken] expense, shall provide the Nation 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 and arsenic levels less than the maximum health-related level established by the State of Wisconsin for public water systems within fifteen (15) Business Days of acceptance. [delete this provision if the Property is not served by a well]
9. **Well System Inspection.** Seller, at Seller's or Buyer's [STRIKE ONE-Seller's if neither is stricken] expense, shall provide the Nation 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) Business Days of acceptance. [delete this provision if the Property is not served by a well]
10. **Closing Papers and Costs:** Bay Title shall prepare the closing papers to be delivered to the Buyer within seven (7) business days prior to closing. The closing papers include, where applicable: deed, title commitment, survey, mortgage satisfactions, certification of special assessments from taxing authority and sewer district, paid real estate tax receipt, and any other documentation required in the title commitment. Bay Title shall deliver a

closing statement to Buyer, Seller, the Nation, and Bay Bank (if applicable) no later than seven (7) business days prior to closing date.

- B. Buyer's Pre-Closing Walk-Through.** Within 3 Business Days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, 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 the Nation, that Seller has removed Seller's personal property, debris and trash, and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties. Buyer also reserves the right to walk the lot lines one hour before closing to ensure the surveyor's markers or stakes remain in place.
- C. Right to Cure.** Seller shall have a right to cure the Defects. Seller may satisfy any contingency by curing the Defects in a good and workmanlike manner and delivering to Buyer a written report detailing the work done within fifteen (15) Business Days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects, including documentation of the 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) Business Days prior to closing.
- D. Contingencies Deemed Satisfied.** All contingencies shall be deemed satisfied unless Buyer, within thirty-five (35) Business Days of acceptance, delivers to Seller, and to listing broker if Property is listed, a copy of the written report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer and/or Nation objects.
- X. Default.** A material failure to perform any obligation under this Offer is a default. If Seller defaults, Buyer may terminate the Offer and request the return of the earnest money. If Buyer or the Nation defaults, Seller may terminate the Offer and retain the earnest money as liquidated damages. Liquidated damages provided herein are the sole and exclusive remedy available to Seller. Nothing in this Offer constitutes a waiver of the Nation's sovereign immunity.
- XI. Secondary Offer.** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any deadline, nor is any particular secondary Buyer given the right to be made primary ahead of other secondary Buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_days after acceptance of this Offer. All other Offer deadlines which are run from acceptance shall run from the time this offer becomes primary. [Delete this entire paragraph if not applicable.]
- XII. Title Evidence.**

  - A. Conveyance.** Upon payment of the purchase price, Seller shall convey the Property by Warranty Deed, Trustee's Deed, or Personal Representative's Deed to the Nation free and clear of all liens and encumbrances, except those not raised as a Defect by Buyer or the Nation.
  - B. Title Policy.** Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee. Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to the Nation.

- C. **Gap Endorsement.** Seller shall provide a “gap” endorsement or equivalent gap coverage at Seller’s expense to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance commitment and before the deed is recorded, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, the Nation may give written notice that title is not acceptable for closing.

**XIII. Additional Provisions.**

- A. **Entire Contract.** This Offer, including any amendments to it, contains the entire agreement of the Buyer, Seller, and the Nation 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.
- B. **Time is of the Essence.** “Time is of the Essence” as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency deadlines and all other dates and deadlines in this Offer. Failure to perform by the exact date or deadline is a breach of contract.
- C. **Legal Advice.** The Nation cannot provide Buyer or Seller legal advice on any matter, including, but not limited to, the terms of this Offer to Purchase. Buyer may seek legal representation at Buyer’s sole expense. Seller may seek legal representation at Seller’s sole expense.
- D. **Property Damage Between Acceptance and Closing.** Seller shall maintain the Property until closing in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. 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 the 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.
- E. **Addendums and additional provisions.** The following addendums and/or additional provisions are incorporated into this offer: \_\_\_\_\_

\_\_\_\_\_  
Buyer:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer:

\_\_\_\_\_  
Date

EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as provided herein.

\_\_\_\_\_  
Broker's Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Date

This offer is rejected \_\_\_\_\_ This offer is countered \_\_\_\_\_  
seller initials date seller initials date

THE NATION APPROVES OF THIS OFFER AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER. THE NATION'S APPROVAL OF THIS OFFER DOES NOT CONSTITUTE AN ACKNOWLEDGMENT THAT ANY OF THE CONTINGENCIES PRESCRIBED WITHIN THIS OFFER HAS BEEN MET.

\_\_\_\_\_  
Nation's Signature [insert name & title]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nation's Signature [insert name & title]

\_\_\_\_\_  
Date

ADDITIONAL INSTRUCTIONS:

1. Please call and schedule your survey as soon as you have an accepted offer. Mau & Associates will forward directly to the Nation's Acquisition Manager to work out any encroachments and/or concerns with the named Realtors & Brokers.
2. Buyer to send the Land History Questionnaire, Real Estate Condition Report, and Residential Lease Application to the Nation's Residential Leasing Specialist.
3. Once the home inspection is complete, please send a copy to the Nation's Residential Leasing Specialist so the Nation may evaluate the Environmental Contingencies.

THIS INSTRUMENT WAS DRAFTED BY  
Krystal L. John, Staff Attorney  
Oneida Law Office, P.O. Box 365, Oneida, WI 54155

