

## **ADDENDUM “B” to Galway Residential Offer to Purchase**

Addendum “B” attached to and made part of the Residential Condominium Offer to Purchase dated \_\_\_\_\_ made by the buyer, \_\_\_\_\_ with respect to the property at 2612 Gallagher Drive, Fitchburg, WI 53711 (hereinafter “Offer”)

**1) Home Quality** Congratulations on your purchase of a Gorman & Company, Inc. Condominium. Gorman and Company, Inc. prides itself on quality and we are dedicated to building your home to a level of craftsmanship equal to what has been represented in the model condominium or the specification list attached if no model is provided.

At this point, Gorman and Company, Inc. would like you to take some extra time to review the model condominium or the standard features specifications list. Your new home will be built to these same standards, with the exception of any upgrades noted in the model if a model is provided. In addition, you should review the description of materials used in the construction of the house as detailed in the Homeowners Manual. Signature of this document shows receipt of the Homeowners Manual by the Buyer and commitment of the Buyer to read the Homeowners Manual and abide by its standards of practice, including required inspections/orientations.

The builder has the right to substitute materials or equipment of equal or better value. Measurements will vary slightly from any model or plan--the exact placement of switches, outlets and vents can vary slightly.

Purchasers hereby acknowledge, agree, and accept the above description as the standard of quality of their new condominium.

Construction of adjacent and nearby condominiums will continue through the end of the development. Unit owners living in the neighborhood will be considered during construction, although the Seller makes no representation or warranty as to the noise or dust caused by construction. The buyer is purchasing the condominium unit with that express understanding.

**2) Microorganisms** Home construction is not, and cannot be designed to exclude the presence of Microorganisms (mold, mildew, spores, and other forms of bacteria which occur naturally in the environment) which may be present during or after construction, in the indoor air of the building, or on interior or exterior surfaces of the building. Gorman and Company cannot eliminate the possibility that Microorganisms may grow in, on, or about the building, however, the ventilation installed by Gorman and Company does exceed code.

Microorganisms require moisture to grow. Moisture in the building may result from, without limitation to, cooking, showering, humidity levels inside or outside the building, inadequate maintenance of the interior or exterior of the building or the means and methods or building materials used in the construction of the building. This moisture may cause the growth of Microorganisms, which, at certain levels may cause injury to or destruction of tangible real or person property, bodily injury, or personal injury. BUYER ACKNOWLEDGES THAT BUYER HAS BEEN INFORMED OF SUCH POSSIBLE RISKS AND BUYER ASSUMES ALL SUCH RISKS.

The buyer may minimize these risks by minimizing moisture, including but not limited to: proper use and maintenance of heating and cooling equipment, routine interior inspection, maintenance and cleaning and routine exterior inspection and maintenance of gutters, landscaping, and caulking.

The buyer agrees to indemnify, defend and hold harmless Gorman and Company, Inc., its assignees and successors and the agents, officers, directors and employees from and against any claims, demands, damages, losses and expenses, including by not limited to, attorneys fees and fees related to the inspection, testing and/or remediation of Microorganisms, that are attributable to actual or alleged bodily injury, personal injury, or injury to, destruction of, or loss of use of tangible real or personal property, arising out of, relating to, or in any way connected with the indoor air quality of the building or the presence of, growth of, release of, discharge of, dispersal of, or any toxin secreted from, any Microorganism about the interior or exterior of the building.

Any claim or dispute in any way connected with indoor air quality, excessive moisture, or Microorganisms shall be resolved by arbitration as provided in the Wisconsin Arbitration Act, Chapter 788 of the Wis. Stats (the "Act"). Arbitration shall be conducted by Construction Arbitration Services ("CAS"), under the rules then in effect. The decision of the arbitrator(s) shall be final and binding and may be enforced by any party in a court of competent jurisdiction in accordance with the provisions of the Act. The cost of the arbitration, including the fee of the arbitrator, shall be paid by the party losing the arbitration. In the event that the arbitrator's decision is a mixed decision, the fees of arbitration shall be divided equally or as the arbitrator otherwise determines. Arbitration shall be initiated by a notice to the other party that a dispute has arisen under the foregoing agreement and the payment of the fee to CAS (which may then be ordered to be reimbursed by the losing party as provided above.)

**3) Financing:** If contract is contingent on financing, Buyers acknowledge that "fixed rate financing" may not be available for purchase of the subject property and further agree to pursue "adjustable rate financing" in the event "fixed rate financing" is not available. Buyers must use a lender that guarantees disbursement at closing. Buyers have the obligation to verify that the funds will be available at the time of closing and have all proceeds, including mortgage proceeds, available at the time of closing.

**4) Disclosure:** It is understood that sellers are licensed real estate brokers in the State of Wisconsin.

Buyer Signature \_\_\_\_\_ Buyer Signature \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_