

CHAPTER 709

DISCLOSURES BY OWNERS OF REAL ESTATE

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709.001 Definitions. In this chapter:

- (1) “Condominium unit” or “unit” has the meaning given for “unit” in s. 703.02 (15).
- (2) “Dwelling unit” has the meaning given in s. 101.61 (1).
- (3) “Public agency” has the meaning given in s. 66.0825 (3) (h).
- (4) “Qualified 3rd party” has the meaning given in s. 452.23 (2) (b).
- (5) “Real property” means either of the following:
- (a) Real property that includes 1 to 4 dwelling units, but excluding property that has not been inhabited.
- (b) Real property that does not include any buildings.
- (6) “Time-share property” has the meaning given in s. 707.02 (32).

History: 2011 a. 107.

709.01 Requirements for transfer. (1) Except as provided in sub. (2), all persons who transfer real property located in this state, including a condominium unit and time-share property, by sale, exchange, or land contract, unless the transfer is exempt from the real estate transfer fee under s. 77.25, shall comply with ss. 709.02 to 709.04 and 709.06.

(2) Subsection (1) does not apply to any of the following persons, if those persons have never occupied the property transferred:

- (a) Personal representatives.
- (b) Trustees.
- (c) Conservators.
- (d) Fiduciaries who are appointed by, or subject to the supervision of, a court.

History: 1991 a. 162; 1995 a. 180; 2011 a. 107.

Truth or Consequences? Residential Seller Disclosure Law. Conrad. Wis. Law. August 1992.

Protecting the Residential Seller. Young. Wis. Law. May 1993.

709.02 Disclosure. (1) In regard to transfers described in s. 709.01, the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale or option contract, to the prospective buyer of the property a completed copy of the report under s. 709.03 or 709.033, whichever is applicable, subject to s. 709.035, except that the owner may substitute for any entry information supplied by a licensed engineer, professional land surveyor, as defined in s. 443.01 (7m), or structural pest control operator, by an individual who is a qualified 3rd party, or by a contractor about matters within the scope of the contractor’s occupation, if the information is in writing and is furnished on time and if the entry to which it relates is identified, and except that the

owner may substitute for any entry information supplied by a public agency. Information that substitutes for an entry on the report under s. 709.03 or 709.033 and that is supplied by a person specified in this section may be submitted and certified on a supplemental report prepared by the person, as long as the information otherwise satisfies the requirements under this section. A prospective buyer who does not receive a report within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale or option contract by delivering a written notice of rescission to the owner or to the owner’s agent.

(2) In regard to a transfer of a condominium unit, if the owner is required under s. 709.01 to provide the information under sub. (1), the owner shall furnish, in addition to and at the same time as the information required under sub. (1), all the following information as an addendum to the report under s. 709.03 or 709.033:

(a) The name of the condominium and the date the condominium was created by recording condominium instruments with the register of deeds under s. 703.07; the unit number of the property offered for sale; and the name, address, and telephone number of the seller or the seller’s agent.

(b) The name and address of the condominium association; a statement specifying whether the association is self-managed or has hired or retained management; and the name, address, and telephone number of the individual who may be contacted as a representative of the association regarding the sale, in particular, or the condominium, in general.

(c) The amount of current condominium assessments, fees, special assessments, or other charges for which a unit owner is responsible and whether the current charges for the unit have been paid.

(d) Unless excused by s. 703.365 (8), a copy of the executive summary required under s. 703.33 (1) (h).

History: 1991 a. 162; 1995 a. 180; 1999 a. 150 s. 672; 2003 a. 283; 2011 a. 107, 203; 2013 a. 165, 358.

Note: 2003 Wis. Act 283, which affected this section, contains extensive explanatory notes.

There is nothing in this section or s. 709.03 that requires a seller to provide details of specific safety and health hazards associated with any property defect. Sellers of real estate are required to disclose general descriptions of potential defects in the property. In the case of a natural gas pipeline, ch. 709 does not require a seller to disclose all potential problems that could foreseeably arise as a result of the pipeline’s presence. *Hoekstra v. Guardian Pipeline, LLC*, 2006 WI App 245, 298 Wis. 2d 165, 726 N.W.2d 648, 03–2809.

Residential Real Property Disclosure Duties. Hinkston. Wis. Law. May, 2002.

709.03 Residential real estate condition report form.

The report required under s. 709.02 with respect to real property as defined in s. 709.001 (5) (a) shall be in substantially the following form and shall include at least all of the following information:

REAL ESTATE CONDITION REPORT

DISCLAIMER

A. 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 PRINCIPAL

IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PRINCIPALS MAY WISH TO OBTAIN.

OWNER'S INFORMATION

B. 1. In this form, “am aware” means have notice or knowledge. 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.

B. 2. 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 any agent representing any principal in this transaction to provide a copy of this statement, and to disclose any information in the statement, to any person in connection with any actual or anticipated sale of the property.

B. 3. The owner represents that to the best of his or her knowledge the responses to the following statements have been accurately noted as “yes”, “no” or “not applicable” to the property being sold. If the owner responds to any statement with “yes”, the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the statement is “yes”.

B. 4. 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.

		YES	NO	N/A
C. 1.	I am aware of defects in the roof.	....	....	....
C. 2.	I am aware of defects in the electrical system.	....	....	....
C. 3.	I am aware of defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in the sale.	....	....	....
C. 4.	I am aware of defects in the heating and air conditioning system (including the air filters and humidifiers).	....	....	....
C. 5.	I am aware of defects in the well, including unsafe well water.	....	....	....
C. 6.	I am aware that this property is served by a joint well.	....	....	....
C. 7.	I am aware of defects in the septic system or other sanitary disposal system.	....	....	....
C. 8.	I am aware of underground or aboveground fuel storage tanks 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.)	....	....	....
C. 9.	I am 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.)	....	....	....
C. 9m.	I am aware that a dam 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.)	....	....	....
C. 10.	I am aware of defects in the basement or foundation (including cracks, seepage and bulges).	....	....	....
C. 11.	I am aware that the property is located in a floodplain, wetland or shoreland zoning area.	....	....	....
C. 12.	I am aware of defects in the structure of the property.	....	....	....
C. 13.	I am aware of defects in mechanical equipment included in the sale either as fixtures or personal property.	....	....	....
C. 14.	I am aware of boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).	....	....	....
C. 15.	I am aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint, lead in soil, lead in water supplies or plumbing system or other potentially hazardous or toxic substances on the premises.

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		YES	NO	N/A
C. 16.	I am aware of the presence of asbestos or asbestos-containing materials on the premises.
C. 17.	I am aware of a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances on neighboring properties.	....	....	....
C. 18.	I am aware of current or previous termite, powder-post beetle or carpenter ant infestations.	....	....	....
C. 19.	I am aware of defects in a woodburning stove or fireplace or of defects caused by a fire in a stove or fireplace or elsewhere on the property.	....	....	....
C. 20.	I am aware either that remodeling affecting the property’s structure or mechanical systems was done or that additions to this property were made during my period of ownership without the required permits.	....	....	....
C. 21.	I am aware of federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.	....	....	....
C. 22.	I have received notice of property tax increases, other than normal annual increases, or am aware of a pending property reassessment.	....	....	....
C. 23.	I am aware that remodeling that may increase the property’s assessed value was done.	....	....	....
C. 24.	I am aware of proposed or pending special assessments.	....	....	....
C. 24m.	I am 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.	....	....	....
C. 25.	I am aware of the proposed construction of a public project that may affect the use of the property.	....	....	....
C. 26.	I am aware of subdivision homeowners’ associations, common areas co-owned with others, zoning violations or nonconforming uses, rights-of-way, easements or another use of a part of the property by nonowners, other than recorded utility easements.	....	....	....
C. 26m.	I am aware that the property is subject to a mitigation plan required under administrative rules of the 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.	....	....	....
C. 27.	I am aware of other defects affecting the property.	....	....	....

ADDITIONAL INFORMATION

		YES	NO	N/A
D. 1.	I am aware that a structure on the property is designated as a historic building or that part of the property is in a historic district.	....	....	....
D. 2.	The owner has lived on the property for years.			
D. 3.	Explanation of “yes” responses. (See B. 3.).....			

OWNER’S CERTIFICATION

E. 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

CERTIFICATION BY PERSON SUPPLYING INFORMATION

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

Person Items Date

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Person Items Date
 Person Items Date

NOTICE REGARDING ADVICE OR INSPECTIONS

G. THE PROSPECTIVE BUYER AND THE OWNER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTIONS, DEFECTS OR WARRANTIES.

BUYER’S ACKNOWLEDGEMENT

H. 1. 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.

H. 2. I acknowledge receipt of a copy of this statement.

Prospective buyer Date
 Prospective buyer Date
 Prospective buyer Date

History: 1991 a. 162; 1995 a. 27 ss. 7067, 9116 (5), 9130 (4); 1995 a. 180; 2007 a. 121; 2009 a. 211; 2011 a. 32, 107; 2013 a. 304.
 There is nothing in s. 709.02 or this section that requires a seller to provide details of specific safety and health hazards associated with any property defect. Sellers of real estate are required to disclose general descriptions of potential defects in the property. In the case of a natural gas pipeline, ch. 709 does not require a seller to disclose all potential problems that could foreseeably arise as a result of the pipeline’s presence. *Hoekstra v. Guardian Pipeline, LLC, 2006 WI App 245, 298 Wis. 2d 165, 295 Wis. 2d 298, 03–2809.*

709.033 Vacant land disclosure report form. The report required under s. 709.02 with respect to real property as defined in s. 709.001 (5) (b) shall be in substantially the following form and shall include at least all of the following information:

**VACANT LAND DISCLOSURE REPORT
 DISCLAIMER**

A. THIS DISCLOSURE 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 PRINCIPAL IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PRINCIPALS MAY WISH TO OBTAIN.

OWNER’S INFORMATION

B. 1. In this form, “am aware” means have notice or knowledge. 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 adversely affect the use of the property.

B. 2. 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 any agent representing any principal in this transaction to provide a copy of this statement, and to disclose any information in the statement, to any person in connection with any actual or anticipated sale of the property.

B. 3. The owner represents that to the best of his or her knowledge the responses to the following statements have been accurately noted as “yes,” “no,” or “not applicable” to the property being sold. If the owner responds to any statement with “yes,” the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the statement is “yes.”

B. 4. 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.

		YES	NO	N/A
C. 1.	I am aware of proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the property or the present use of the property.	....	....	....
C. 2.	I am aware of a government agency, court order, or federal, state, or local regulations requiring repair, alteration, or correction of an existing condition.	....	....	....
C. 3.	I am aware of a land division or subdivision for which required state or local approvals were not obtained.	....	....	....
C. 4.	I am aware that all or a portion of the property is in a floodplain, wetland, or shoreland zoning area under local, state, or federal regulations.	....	....	....
C. 5.	I am aware that all or part of the property is subject to, or in violation of, an agricultural conservation easement or a farmland preservation agreement with the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) (also see item D. 2.), or under a county farmland preservation plan, or enrolled in, or in violation of, a forest cropland, managed forest land (also see item D. 2m.), conservation reserve, or other comparable program.	....	....	....

		YES	NO	N/A
C. 6.	I am aware of a boundary or lot dispute, an encroachment, an encumbrance, a joint driveway, or a violation of the fence laws under ch. 90, Wis. stats.	....	....	....
C. 7.	I am aware of a material violation of an environmental rule or other rule or agreement regulating the use of the property.	....	....	....
C. 8.	I am aware of any condition constituting a significant health risk or safety hazard for occupants of the property.	....	....	....
C. 9.	I am aware of underground storage tanks presently or previously on the property for storage of flammable or combustible liquids, including, but not limited to, gasoline or heating oil. (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.	....	....	....
C. 9m.	I am aware that a dam is totally or partially located on the property or that an ownership interest in a dam 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.)	....	....	....
C. 10.	I am aware of a defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.	....	....	....
C. 11.	I am aware that methamphetamine or other hazardous or toxic substances have been manufactured on the property.	....	....	....
C. 12.	I am aware of high voltage electric (100 kilovolts or greater) or steel natural gas transmission lines located on, but not directly serving, the property.	....	....	....
C. 13.	I am aware of defects in any well, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see s. NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations.	....	....	....
C. 14.	I am aware of defects in any septic system or other sanitary disposal system on the property or any out-of-service septic system that is not closed or abandoned according to applicable regulations.	....	....	....
C. 15.	I am aware of subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, or slides; or excessive rocks or rock formations.	....	....	....
C. 16.	I am aware of brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial action program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.	....	....	....
C. 17.	I am aware that there is no legal access to the property by vehicle from public roads.

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		YES	NO	N/A
C. 18.	I am aware that the property is subject to any of the following: a homeowners’ association; a common area shared or co-owned with another; a zoning violation or nonconforming use; a right-of-way; a restrictive covenant; an easement, including a conservation easement; an easement maintenance agreement; or use of a part of the property by a nonowner, other than a recorded utility easement.
C. 19.	I am aware that the property is located within a special purpose district, such as a drainage district, lake district, sanitary district, or sewer district, that has the authority to impose assessments against real property located within the district.	....	....	....
C. 20.	I have received notice of a property tax increase, other than a normal annual increase, or am aware of a completed or pending property reassessment or a proposed or pending special assessment.	....	....	....
C. 21.	I am aware of burial sites, archeological artifacts, mineral rights, orchards, or endangered species on the property.	....	....	....
C. 22.	I am aware of flooding, standing water, drainage problems, or other water problems on or affecting the property.	....	....	....
C. 23.	I am aware of material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.	....	....	....
C. 24.	I am aware of significant odor, noise, water intrusion, or other irritants emanating from neighboring property.	....	....	....
C. 25.	I am aware of significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased trees; or substantial injuries or disease in livestock on the property or neighboring property.	....	....	....
C. 26.	I am aware of existing or abandoned manure storage facilities.	....	....	....
C. 27.	I am aware that the property is subject to a mitigation plan required under administrative rules of DNR 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.	....	....	....
C. 28.	I am aware that a pier attached to the property is not in compliance with state or local pier regulations. See http://dnr.wi.gov/ for information.	....	....	....
C. 29.	I am aware of impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.	....	....	....
C. 30.	I am aware of other defects affecting the property.	....	....	....

ADDITIONAL INFORMATION

		YES	NO	N/A
D. 1.	<u>Use-Value Assessments.</u> 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 nonagricultural use, such as residential or commercial development, that person may owe a conversion charge. To obtain more information about the use-value law or conversion charge, contact the Wisconsin Department of Revenue’s (DOR’s) equalization section at (608) 266–2149 or visit: http://www.revenue.wi.gov/faqs/slf/useassmt.html .			
a.	I am aware that all or part of the land has been assessed as agricultural land under s. 70.32 (2r), Wis. stats.	....	....	....
b.	I am aware that the owner has been assessed a use-value conversion charge under s. 74.485 (2), Wis. stats.	....	....	....
c.	I am aware that the payment of a use-value conversion charge has been deferred under s. 74.485 (4), Wis. stats.	....	....	....

	YES	NO	N/A
D. 2. <u>Farmland Preservation.</u> Early termination of a farmland preservation agreement or removal of land from a farmland preservation agreement can trigger payment of a conversion fee equal to 3 times the class 1 “use value” of the land. For more information, call (608) 224–4500 or visit: http://workinglands.wi.gov .			
a. I am aware that the property is subject to a farmland preservation agreement.
D. 2m. <u>Managed Forest Land.</u> The managed forest land program is a landowner incentive program that encourages sustainable forestry on private woodlands by exempting the landowner from the payment of property taxes in exchange for the payment of a lower acreage share payment and compliance with certain conservation practices. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the managed forest land program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Wisconsin Department of Natural Resources (DNR) and pay a fee. By filing this form, the new owner agrees to comply with the management plan for the land and the managed forest land program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes that a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information, call your local DNR forester or visit: http://dnr.wi.gov/forestry .			
a. I am aware that all or part of the property is enrolled in the managed forest land program.
D. 3. <u>Utility Connections.</u> I am aware that the property is connected to the following utilities on the property or at the lot line:			
a. Electricity.
b. Municipal water.
c. Telephone.
d. Cable television.
e. Natural gas.
f. Municipal sewer.
D. 4. The owner has owned the property for years.			
D. 5. Explanation of “yes” responses. (See B. 3.).....			

NOTICE REGARDING SEX OFFENDER REGISTRY

E. The prospective buyer may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at (608) 240–5830 or by visiting <http://www.widocoffenders.org>.

OWNER’S CERTIFICATION

F. 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

CERTIFICATION BY PERSON SUPPLYING INFORMATION

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

Person Items Date
 Person Items Date
 Person Items Date

NOTICE REGARDING ADVICE OR INSPECTIONS

H. THE PROSPECTIVE BUYER AND THE OWNER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTIONS, DEFECTS, OR WARRANTIES.

BUYER’S ACKNOWLEDGEMENT

I. 1. The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as floodplain status.

I. 2. I acknowledge receipt of a copy of this statement.

Prospective buyer

Date

Prospective buyer

Date

Prospective buyer

Date

History: 2011 a. 107; 2013 a. 165 s. 115; 2013 a. 304.

709.035 Amendments to report. If at any time after completing a report, whether the original or an amended report, but before acceptance of a contract of sale or option contract an owner obtains information or becomes aware of any condition that would change a response on the completed report, the owner shall submit to a prospective buyer, within the time required under s. 709.02, a complete amended report or an amendment to the previously completed report, along with a copy of the previously completed report if not already submitted to the prospective buyer, that states all of the following:

- (1) The address of the property.
- (2) The owner’s name.
- (3) The date of the report being amended.
- (4) The number of any statement on the report that is affected by the new information.
- (5) How the owner’s original response to the statement is changed and, if the response is changed to “yes”, an explanation of the reason why the response to the statement is “yes”.

History: 1995 a. 180.

709.04 Indication of compliance. An owner shall indicate compliance with this chapter on the contract of sale or option contract, on the closing statement or in an addendum to one of those documents.

History: 1991 a. 162; 1995 a. 180.

709.05 Right to rescind. (1) Except as provided in sub. (2) (b), if a buyer receives a report after submission of a contract of sale or option contract to the owner or the owner’s agent, the buyer may, after receipt of that report by the prospective buyer and before the applicable deadline, rescind in writing a contract of sale or option contract if a defect, as defined in the report, is disclosed, without any liability on his or her part, and a buyer is entitled to the return of any deposits or option fees paid in the transaction. A prospective buyer who receives a report that is incomplete or that contains an inaccurate assertion that an item is not applicable and who is not aware of the defects that the owner failed to disclose may, within 2 business days after receipt of that report, rescind in writing a contract of sale or option contract without any liability on his or her part and is entitled to the return of any deposits or option fees paid in the transaction.

(2) (a) 1. Except as provided in subd. 2., a buyer may not rescind a contract of sale or option contract under this section if

he or she receives a complete report before submitting the contract of sale or option contract to the owner or the owner’s agent.

2. Unless par. (b) applies, a buyer under subd. 1. who, after submitting the contract of sale or option contract to the owner or the owner’s agent, receives an amended report, or an amendment to the report previously received, that discloses a defect that was not disclosed in the report previously received may, after receipt of the amended report or amendment to the report and before the applicable deadline, rescind in writing the contract of sale or option contract and is entitled to the return of any deposits or option fees paid in the transaction.

(b) A buyer may not rescind a contract of sale or option contract under this section on the basis of a defect disclosed in a report, amended report or amendment to a report if the buyer was aware, or had written notice, of the nature and extent of the defect at the time the contract of sale or option contract was submitted to the owner or the owner’s agent.

(3) Rescissions under this section are timely if they are delivered to the owner or the owner’s agent within 2 business days after the prospective buyer or the prospective buyer’s agent receives the report, amended report or amendment to the report.

(4) The right to rescind under this section is the only remedy under this chapter.

History: 1991 a. 162; 1995 a. 180.

709.06 Good faith. The owner shall perform each act, and make each disclosure, required by this chapter with honesty in fact.

History: 1991 a. 162.

709.07 Liability precluded. An owner is not liable for an error or omission in a report under s. 709.03 or 709.033 if the owner had no knowledge of that error or omission, if the error or omission was based on information provided by a public agency, by a licensed engineer, professional land surveyor, as defined in s. 443.01 (7m), structural pest control operator, or qualified 3rd party, or by a contractor about matters within the scope of the contractor’s occupation.

History: 1991 a. 162; 1999 a. 150 s. 672; 2011 a. 107; 2013 a. 358.

709.08 Waiver. A buyer may waive in writing the right to rescind under s. 709.05. If a buyer proceeds to closing, the buyer’s right to rescind under s. 709.05 is terminated. A buyer may waive in writing the right to receive the report required under s. 709.02.

History: 1991 a. 162.