

FORMER SUPPER CLUB FOR LEASE
3112 PARMENTER STREET, MIDDLETON WI



Pat McCarthy, CCIM

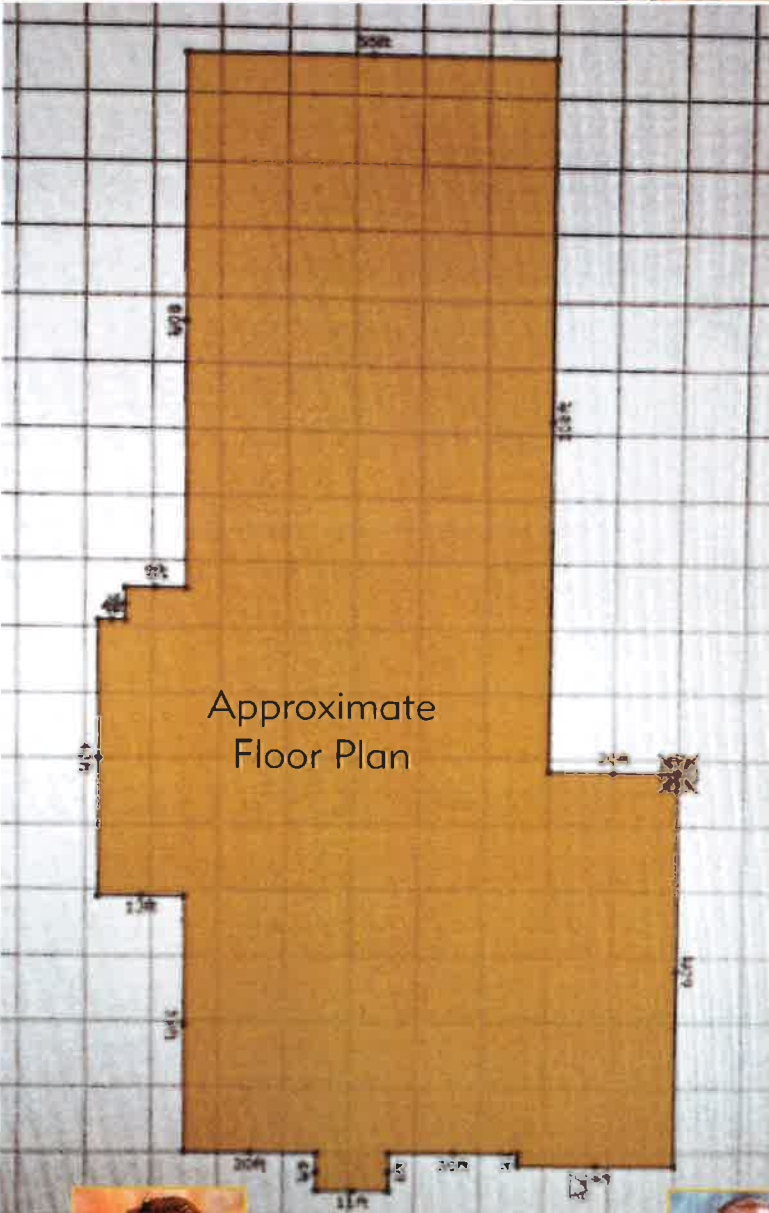
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Bill Wermuth

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- Former famous supper club location
- Some FF&E in place with lease
- \$14.00 PSF Triple Net
- Large Parking Lot
- Approximately 1.7 Acres
- Meeting Spaces/Stage
- Large Bar Areas
- Drive-thru in place
- Manager's office on 2nd floor
- Could be split into (2) concepts
- New housing and Development in this immediate area
- 10,000 sf Leasable



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**DISCLOSURE TO CUSTOMERS
PROVIDED TO BUYERS WHO HAVE NOT SIGNED A WB-36
THIS IS NOT A CONTRACT**



Prior to negotiating with Clients or Customers, the State of Wisconsin requires that we provide you the following disclosure statement and request your signature acknowledging receipt of a copy of this document.

DISCLOSURE TO CUSTOMERS: You are a customer of Restaino & Associates ERA Powered (hereafter Firm). The Firm is either an agent of another party in the transaction or a subagent of another Firm that is the agent of another party in the transaction. A Firm or a salesperson acting on behalf of the Firm may provide brokerage services to you. Whenever the Firm is providing brokerage services to you, the Firm and its Agents (hereinafter Agents) owe you, the customer, the following duties:

- * The duty to provide brokerage services to you fairly and honestly.
- * The duty to exercise reasonable skill and care in providing brokerage services to you.
- * The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless disclosure of the information is prohibited by law.
- * The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the information is prohibited by law. **(See Definition of Material Adverse Facts on Page 2)**
- * The duty to protect your confidentiality. Unless the law requires it, the Firm, its Agents will not disclose your confidential information or the confidential information of other parties **(See Confidentiality Notice to Customers below)**.
- * The duty to safeguard trust funds and other property held by the Firm or its Agents.
- * The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and disadvantages of the proposals.

Please review this information carefully. An Agent of the Firm can answer your questions about brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector. This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain-language summary of the duties owed to a customer under section 452.133 (1) of the Wisconsin statutes.

CONFIDENTIALITY NOTICE TO CUSTOMERS

The Firm and its Agents will keep confidential any information given to the Firm or its Agents in confidence, or any information obtained by the Firm or its Agents that a reasonable person would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to disclose particular information. The Firm and its Agents shall continue to keep the information confidential after the Firm is no longer providing brokerage services to you.

The following information is required to be disclosed by law:

1. Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes. **(see pg. 2)**
2. Any facts known by the Firm or its Agents that contradict any information included in a written inspection report on the property or real estate that is the subject of the transaction.

To ensure that the Firm and its Agents are aware of what specific information you consider confidential, you may list that information below. At a later time, you may also provide the Firm or its Agents with other information you consider to be confidential.

CONFIDENTIAL INFORMATION: _____

NON-CONFIDENTIAL INFORMATION (The following information may be disclosed by the Firm and its Agents): _____

(INSERT INFORMATION YOU AUTHORIZE THE FIRM AND ITS AGENTS TO DISCLOSE SUCH AS FINANCIAL QUALIFICATION INFORMATION.)

CONSENT TO TELEPHONE SOLICITATION

I/We agree that the Firm and any affiliated settlement service providers (for example, RBA Title Company) may call our/my home or cell phone numbers regarding issues, goods and services related to the real estate transaction until I/we withdraw this consent in writing.

List Home/Cell Numbers: _____

SEX OFFENDER REGISTRY Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at: <http://www.doc.wi.gov> or by phone at 608-240-5830.

FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA): The Foreign Investment In Real Property Tax Act may affect your real estate transaction. Buyers are encouraged to consult with an attorney or CPA regarding FIRPTA and how it should be handled in their transaction.

CORONAVIRUS/COVID-19: Parties signing this document understand and agree that Firm and its agents are not responsible for the risks associated with or the consequences of COVID-19 pandemic on the individuals or the transaction.

****ARE YOU A PARTY TO AN EXCLUSIVE REPRESENTATION AGREEMENT WITH ANY OTHER REAL ESTATE FIRM?**
CHECK ONE YES or NO

****CLIENT HAS RECEIVED EPA BOOKLET: PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME?**
CHECK ONE YES or NO

BY SIGNING AND DATING BELOW I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND UNDERSTAND THAT Pat McCarthy _____ (Sales Associate) and Restaino & Associates ERA Powered are working as: Owner's/Listing Firm's Agent.

SIGNING THIS FORM TO ACKNOWLEDGE RECEIPT DOES NOT CREATE ANY LEGAL OBLIGATIONS TO FIRM.

(X)
Buyer (Customer) Signature Date

(X)
Buyer (Customer) Signature Date

Print Name > _____

Print Name > _____

SIGHT UNSEEN OFFERS: In the event market conditions are such that Buyer elects to submit a written offer to purchase without Buyer or Agent viewing the Property, Buyer understands and agrees that: (1) It will be Buyer's sole decision and responsibility to be satisfied with Property; and, (2) Buyer agrees to hold Firm and its Agents harmless and free of liability with respect to any conditions that may have been identified had a physical inspection of premises, as provided for under Wis. Admin. Code REEB 24.07, been possible prior to Agent drafting the Offer.

F-35 JETS AT DANE COUNTY REGIONAL AIRPORT: Buyer is aware that current F-16 military jets will be replaced by F35 jets beginning in 2023. If Buyer has concerns regarding potential noise or economic impact as a result of this deployment, Buyer is advised to consult with their attorney before making any offer to purchase.

PROVIDING DOCUMENTS: Should Firm or its agents deliver documents such as leases, condominium disclosures, surveys or any other materials to Buyer or Seller, customer understands that such delivery is provided solely as a service and neither Firm nor its agents make any warranties or representations regarding the accuracy or completeness of any delivered documents.

FAIR HOUSING: All Realtors are committed to give equal service to all as provided by the law. The Firm and its Agents (hereinafter Restaino & Associates ERA Powered) does not discriminate against prospective Buyers or Sellers of real estate for any reason nor will we accept a listing contract from any Seller who intends to discriminate against any potential purchasers.

LEGAL ADVICE AND TAX COUNSEL: State law prohibits real estate licensees from giving legal advice or opinions regarding legal rights of parties, legal effect of contracts, the state of title to real estate or the tax implications of any sale or exchange. Restaino & Associates ERA Powered, recommends that all Sellers and Buyers consider additional expert representation throughout the transaction such as is provided by an experienced real estate attorney and certified public accountant.

DEFINITION OF MATERIAL ADVERSE FACTS: A "material adverse fact" is defined in Wis. Stat. § 452.01(5g) as an adverse fact that a party indicates is of such significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's decision about the terms of such a contract or agreement. An "adverse fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence that a competent licensee generally recognizes will significantly and adversely affect the value of the property, significantly reduce the structural integrity of improvements to real estate, or present a significant health risk to occupants of the property; or information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a contract or agreement made concerning the transaction. Buyer understands that Restaino & Associates ERA Powered may have an obligation to make disclosures of adverse facts, material adverse facts or information suggesting the possibility of an adverse fact irrespective of whether Buyer chooses, or is required to, make a similar disclosure.

NON-STATE APPROVED DOCUMENTS: In some transactions where title company escrow agreements are necessary, or relocation companies, short sales or sales of foreclosed properties are involved, Sellers and Buyers may be asked or required to sign certain non-state approved documents. These documents may contain limitations on warranties and representations, and certain waivers of rights. Forms not produced by the Wisconsin Department of Safety and Professional Services may not be explained by real estate licensees. If such a form is submitted to Seller or Buyer for signature as a condition of acceptance, continuance or consummation of a transaction, Restaino & Associates recommends that the parties seek the advice of a real estate attorney prior to signing the document.

MLS INFORMATION: Information which originates from the multiple listing service, another real estate office or from the Seller has not been verified for accuracy. Unless otherwise indicated, any such information, regardless of how obtained, will be only a reporting of information which has been provided to Restaino & Associates ERA Powered by the Seller or some other third party. Buyers should independently confirm any specific information which would be significant in a decision to purchase a property such as total square footage, room sizes or any other dimensions of importance.

SURVEYS, LOT LINE LOCATIONS, SETBACKS, EXPANSION, INTERNET AVAILABILITY: Client(s) acknowledge(s) that property dimensions, total square footage, total acreage and allocation of acreage information which may be provided to Buyer(s) are approximate and, unless a survey has been provided, the Property dimensions have not been verified. Client(s) understand that real estate licensees are not responsible for pointing out or verifying the exact location of lot lines, determining acreage allocations or existence of flood plains on or near the property. Licensees are not responsible for identifying types or speed of internet connections or providers of internet service to properties. Client is solely responsible for determining if sufficient internet service is available and which providers may service any property. Certain properties may be affected by building code requirements, setback or other restrictions which could add significant cost to, or limit or eliminate expansion options altogether. Client is advised to obtain a survey of the Property and/or to consult with the necessary authorities if exact lot line location or expansion possibilities are of material significance in Buyer(s) decision to purchase. Client acknowledges that real estate licensees have not made any representation as to the location of lot lines or lot corners or the type of internet service provided to any property unless specifically set forth in writing.

REAL ESTATE CONDITION REPORT AND WARRANTIES: Sellers are asked to complete real estate condition reports to the best of their ability. Buyers are informed that real estate condition reports indicate only those items of which the Seller is aware and do not necessarily eliminate the need for further independent inspection. Buyers should also be aware that they are legally obligated to perform a reasonably vigilant observation of the property and that the warranties provided by the Seller in an offer to purchase indicate whether the Seller had notice or knowledge of defects only but do not guarantee the current or future condition of the property.

PROFESSIONAL INSPECTIONS: Sellers and Buyers should understand that a real estate Firm and its agents are experts at negotiating real estate transactions but not experts at inspecting properties. Should a professional inspection on a property be desired or required, Restaino & Associates ERA Powered recommends that buyers and sellers retain an inspector with expertise appropriate for the type of inspection you desire. Once completed, agents of Restaino & Associates ERA Powered may facilitate transactions by delivering copies of the inspection report as authorized in the listing contract or as provided for in the Offer to Purchase. Brochures on inspectors which may be made available by Restaino & Associates ERA Powered, are provided as a convenience only and are not a recommendation or guarantee of inspector competency.

HOME PROTECTION PLANS: Home protection plans are available on most properties that Restaino & Associates ERA Powered, sells. These plans are service contracts which cover certain mechanical components of the property subject to a per item deductible. NOTICE: THIS IS TO GIVE YOU NOTICE THAT RESTAINO & ASSOCIATES ERA POWERED HAS RECEIVED OR WILL RECEIVE COMPENSATION FROM THE HOME WARRANTY COMPANY FOR PLACEMENT AND IMPLEMENTATION OF THE PLAN. YOU ARE NOT REQUIRED TO PURCHASE A HOME WARRANTY OR A SIMILAR RESIDENTIAL SERVICE CONTRACT AND IF YOU CHOOSE TO PURCHASE SUCH COVERAGE YOU ARE FREE TO PURCHASE IT FROM ANOTHER PROVIDER.

TITLE INSURANCE/ABSTRACT OF TITLE: After a contract of sale has been negotiated, Restaino & Associates ERA Powered may, but is not required to, facilitate the closing by arranging for a title company to write a title insurance policy or to update the abstract as may be called for in the contract of sale. In the absence of written direction from the Seller, Restaino & Associates ERA Powered shall select the title company. The cost of the title policy and document preparation is customarily paid by the Seller. The cost of a mortgagee's policy and title company closing fee is customarily paid by the Buyer. Please refer to the Restaino & Associates ERA Powered Affiliated Business Arrangement Disclosure Statement for additional information on RBA Title Services, LLC.