

**WB-28 COOPERATIVE AGREEMENT**

**For cooperation with out-of-state brokers involved in purchase/lease of Wisconsin property listings**

1 This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
2 between \_\_\_\_\_  
3 \_\_\_\_\_, a Wisconsin licensed real estate broker (Wisconsin Broker)  
4 and \_\_\_\_\_,  
5 a licensed real estate broker from the state of \_\_\_\_\_ (Cooperating Broker),  
6 pursuant to Wis. Stat. § 452.137, regarding cooperation with respect to the following property listed by the Wisconsin  
7 Broker: \_\_\_\_\_  
8 \_\_\_\_\_ [Street Address] in the  
9 \_\_\_\_\_ of \_\_\_\_\_,  
10 County of \_\_\_\_\_, Wisconsin (insert additional description, if any, in additional  
11 provisions at lines 82-94 or attach an addendum per line 81) (Property).

12 **NOTE: Each cooperative agreement may cover only one listing contract of the Wisconsin Broker.**

**BROKER IDENTIFICATION**

14 Name of Wisconsin Brokerage Company or Sole Proprietor: \_\_\_\_\_  
15 Business Entity or Sole Proprietor License Number: \_\_\_\_\_  
16 Name of Cooperating Brokerage Company or Sole Proprietor: \_\_\_\_\_  
17 Address of Cooperating Brokerage Company: \_\_\_\_\_  
18 Business Entity or Sole Proprietor License Number: \_\_\_\_\_  
19 Federal Tax ID Number of Cooperating Brokerage Company: \_\_\_\_\_  
20 Name of Individual Supervising Broker: \_\_\_\_\_ License Number: \_\_\_\_\_  
21 Name(s) of Authorized Salesperson Agent(s), if any, of Cooperating Broker (Authorized Agent(s)):  
22 Name: \_\_\_\_\_ License Number: \_\_\_\_\_  
23 Name: \_\_\_\_\_ License Number: \_\_\_\_\_

24 ■ **Authorized Agents.** Authorized Agents may act as a salesperson in this state only if Cooperating Broker with whom  
25 they are affiliated satisfies all requirements of this Agreement and Wis. Stat. § 452.137(2), and Authorized Agents work  
26 under the direct supervision of Cooperating Broker and represent only Cooperating Broker in the transaction.

27 ■ **Evidence of Good Standing.** Cooperating Broker and any Authorized Agents have provided Wisconsin Broker with  
28 evidence, including but not limited to copies of valid license(s) in good standing, and are regularly and lawfully engaged  
29 in real estate practice in their state of licensure (evidence might include a link to current online records, contact  
30 information for the state licensing agency, etc.).

**TERMS OF COOPERATION**

- 32 Cooperating Broker, and any Authorized Agents permitted by this Agreement to participate in the transaction, may:
- 33  Conduct showings (only when Wisconsin Broker is present)
  - 34  Conduct showings (without Wisconsin Broker being present)
  - 35  Conduct showings (with advance consent of Wisconsin Broker)
  - 36  Negotiate only through Wisconsin Broker
  - 37  Participate in this transaction only after a seller provided confidentiality agreement is signed
  - 38  Write offers, leases and other proposals
  - 39  Use Wisconsin-approved forms and addenda provided by Wisconsin Broker
  - 40  Forgo copies of documents (see lines 64-69)
  - 41  Additional limitations/qualifications: \_\_\_\_\_
- 42 \_\_\_\_\_  
43 \_\_\_\_\_

**COMPENSATION**

44 Compensation to Cooperating Broker shall be \_\_\_\_\_  
45 \_\_\_\_\_  
46 \_\_\_\_\_

47 **NOTE: No person may pay Cooperating Broker a commission, money, or other thing of value for brokerage**  
48 **services except pursuant to this Agreement. For a Wisconsin Broker to legally compensate Cooperating Broker**  
49 **under this Agreement, Cooperating Broker must be licensed or regularly and lawfully engaged in the real estate**  
50 **brokerage business in another state, a territory or possession of the United States or a foreign country.**

**TRUST ACCOUNT**

51 All client funds, as defined in Wis. Stat. § 452.13(1)(a), received by Cooperating Broker or  
52 Wisconsin Broker in connection with a transaction subject to this Agreement shall be deposited in a trust account  
53 maintained by Wisconsin Broker.

54 **LEGAL COMPLIANCE** By signing this Agreement, Cooperating Broker and any Authorized Agents agree to abide by,  
55 and be subject to, Wisconsin law and the rules and regulations of the Wisconsin Real Estate Examining Board (REEB).  
56 In addition, Cooperating Broker, by signing this Agreement, does hereby consent irrevocably that lawsuits and actions  
57 may be commenced against Cooperating Broker in the proper court of any county in the State of Wisconsin in which a  
58 cause of action may arise or in which the plaintiff resides, by the service of any process or pleading authorized by the  
59 laws of the State of Wisconsin on the REEB or any duly authorized employee thereof, and does hereby stipulate and  
60 agree that such service of such process or pleading shall be taken and held in all courts to be valid and binding as if  
61 due service had been made upon Cooperating Broker in the State of Wisconsin.

62 **AGENCY DISCLOSURE** Wisconsin Broker may have, and Cooperating Broker does have, a responsibility to provide a  
63 written agency disclosure to all buyers, under Wis. Stat. Ch. 452.

64 **DOCUMENTATION** Cooperating Broker shall maintain the originals or copies of all documents Cooperating Broker  
65 receives, maintains, or generates in connection with any transaction regarding the Property for at least 3 years after the  
66 date of closing or completion of the transaction, or, if no closing or completion occurs, 3 years after the date on which  
67 the parties executed this Agreement. Cooperative Broker shall deposit with Wisconsin Broker copies of all documents  
68 Cooperating Broker is required to maintain unless the Brokers to this Agreement agree in writing that Cooperating  
69 Broker is not required to do so.

70 **COOPERATING BROKER PROHIBITIONS** Cooperating Broker may not under any circumstances enter into a listing  
71 contract concerning Wisconsin real estate or businesses, or for commission, money, or other thing of value, promote or  
72 advertise in this state the sale, exchange, purchase, option, rental, or leasing of real estate or a business located in this  
73 state, including by posting signs on the property. Cooperating Broker and any Authorized Agents may not act under this  
74 Cooperative Agreement on behalf of a broker who is not a party to this Agreement.

75 **ERRORS AND OMISSIONS INSURANCE** Cooperating Broker represents that adequate Errors and Omissions  
76 insurance coverage will be maintained throughout any transactions relative to the Property. Cooperating Broker (shall)  
77 (shall not) **STRIKE ONE** ("shall" if neither is stricken) provide Wisconsin Broker a certificate of insurance demonstrating  
78 this coverage.

79 **TERM** This Agreement continues as long as Wisconsin Broker's listing for the Property is in force, unless otherwise  
80 agreed in writing.

81  **ADDENDA:** The attached \_\_\_\_\_ is/are made part of this Agreement.

82 **ADDITIONAL PROVISIONS** \_\_\_\_\_  
83 \_\_\_\_\_  
84 \_\_\_\_\_  
85 \_\_\_\_\_  
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93 \_\_\_\_\_  
94 \_\_\_\_\_

95 The terms of this Agreement, including any addenda and additional provisions, contains the entire Agreement between  
96 the brokers and shall not include terms that violate Wis. Stat. § 452.137.

97 **By signing this Agreement Cooperating Broker agrees to and attests that Cooperating Broker and Authorized**  
98 **Agent(s) is/are licensed in good standing or are otherwise authorized to act as a broker or salesperson in a**  
99 **jurisdiction other than this state. This Agreement is only valid if Cooperating Broker has provided Wisconsin**  
100 **Broker with evidence of licensure(s) in good standing.**

101 Wisconsin Brokerage Company Name (if any): \_\_\_\_\_

102 (x) \_\_\_\_\_  
103 Wisconsin Broker's Signature ▲      Print Name ►      Date ▲

104 Cooperating Broker Company Name (if any): \_\_\_\_\_

105 (x) \_\_\_\_\_  
106 Cooperating Broker's Signature ▲      Print Name ►      Date ▲

# Wisconsin Department of Safety and Professional Services

**Mail To:** P.O. Box 8935  
Madison, WI 53708-8935  
**FAX #:** (608) 261-7083  
**Phone #:** (608) 266-2112

**Ship To:** 1400 E. Washington Avenue  
Madison, WI 53703  
**E-Mail:** [dsps@wisconsin.gov](mailto:dsps@wisconsin.gov)  
**Website:** <http://dsps.wi.gov>

## REAL ESTATE EXAMINING BOARD

### IRREVOCABLE CONSENT FOR NONRESIDENTS

**Instructions:** Fill out applicable section(s).

**Section A** – Per Wis. Stats. § 452.11, every nonresident applicant, and every resident licensee who becomes a nonresident, shall file with the Board an irrevocable consent that actions may be commenced against the applicant or licensee in the proper court of any county of the state in which a cause of action arises or in which the plaintiff resides, by the service of any process or pleading authorized by the laws of this state on the Board or any duly authorized employee. The consent shall stipulate and agree that such service is valid and binding as due service upon the applicant or licensee in all courts in this state. The consent shall be duly acknowledged and, if made by a corporation, shall be authenticated by the corporate seal.

**Section B** - Per Wis. Stats. § 452.137(2), an out-of-state broker who is a party to a cooperative agreement with a firm, and any out-of-state salesperson of the out-of-state broker, shall comply with the laws of this state, and the out-of-state broker shall file with the Board an irrevocable consent that actions may be commenced against the out-of-state broker in the proper court of any county in this state in which a cause of action arises or the plaintiff resides, by the service of any process or pleading authorized by the laws of this state on the Board or any duly authorized employee. The consent shall stipulate and agree that such service is valid and binding as due service upon the out-of-state broker in all courts in this state. The consent shall be duly acknowledged and, if made by a corporation, shall be authenticated by the corporate seal.

#### Section A: Irrevocable Consent for Nonresident Applicants and Licensees

**Name of Individual or Business Entity:**

**WI License Number:**

**Address of Individual or Business Entity:** (street, city, state, zip)

#### Acknowledgement:

The applicant or business representative herein, does hereby consent irrevocably that suits and actions may be commenced against the applicant in the proper court of any county in the State of Wisconsin in which a cause of action may arise or in which the plaintiff resides, by the service of any process or pleading authorized by the laws of the State of Wisconsin on the Wisconsin Department of Safety and Professional Services or any duly authorized employee thereof, and does hereby stipulate and agree that such service of such process or pleading shall be taken and held in all courts to be valid and binding as if due services had been made upon said applicant in the State of Wisconsin.

**Signature of Applicant or Business Representative**

**Date**

CORPORATE SEAL  
(if applicable)

# Wisconsin Department of Safety and Professional Services

## Section B: Cooperative Agreement

Name of Individual or Business Entity:

WI License Number:

Address of Individual or Business Entity: (street, city, state, zip)

Name of Cooperating Firm: (Sole Proprietor Broker or Broker Business Entity)

License Number:

Address of Cooperating Firm: (street, city, state, zip)

### Acknowledgement:

The sole proprietor broker or broker business representative herein, does hereby consent irrevocably that suits and actions may be commenced against the Cooperating Firm in the proper court of any county in the State of Wisconsin in which a cause of action may arise or in which the plaintiff resides, by the service of any process or pleading authorized by the laws of the State of Wisconsin on the Wisconsin Department of Safety and Professional Services or any duly authorized employee thereof, and does hereby stipulate and agree that such service of such process or pleading shall be taken and held in all courts to be valid and binding as if due services had been made upon said applicant in the State of Wisconsin.

 /  / 

Signature of Sole Proprietor Broker or Business Representative for Cooperating Firm

Date

CORPORATE SEAL  
(if applicable)