

WB-37 RESIDENTIAL LISTING CONTRACT - EXCLUSIVE RIGHT TO RENT

Do not use as a property management agreement or listing for sale.

1 Owner gives Broker the exclusive right to rent the rental unit(s) located at _____

2 _____

3 _____ (street address) in the _____ of

4 _____ County of _____, Wisconsin ("Premises"), more particularly

5 described as: _____

6 _____ (list unit numbers if applicable) (the "Rental Units"), under

7 the terms of this Listing. Insert additional description at lines 243-248 or in an addendum per line 249, as needed.

8 **RENTAL UNITS AND RENTAL TERMS:** List the individual Rental Unit(s) and specify proposed rental terms below or at lines 16-19, 243-248, or
9 attach as an addendum per line 249. Consider addressing furniture, appliances, equipment, designated parking and storage areas, utilities and
10 restrictions on tenant's use and occupancy (pets, smoking, etc.). Also see lines 221-223 regarding repairs/build-outs Owner agrees to complete.

| 11 UNIT NO. | RENT | SECURITY DEP. | MINIMUM TERM | CURRENT STATUS | OTHER RENTAL TERMS |
|-------------|------|---------------|--------------|----------------|--------------------|
| 12 | \$ | \$ | | | |
| 13 | \$ | \$ | | | |
| 14 | \$ | \$ | | | |
| 15 | \$ | \$ | | | |

16 **ADDITIONAL RENTAL TERMS** _____

17 _____

18 _____

19 _____

20 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of documents and written notices to a

21 Party shall be effective only when accomplished by one of the methods specified at lines 22-39.

22 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 23 or 24.

23 Owner's recipient for delivery (optional): _____

24 Broker's recipient for delivery (optional): _____

25 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:

26 Owner: (_____) _____ Broker: (_____) _____

27 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery

28 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 23 or 24, for delivery to the Party's delivery address at

29 line 32 or 33.

30 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's

31 recipient for delivery if named at line 32 or 33, for delivery to the Party's delivery address at line 32 or 33.

32 Delivery address for Owner: _____

33 Delivery address for Broker: _____

34 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 38 or 39. If this is a

35 consumer transaction where the property being rented or the rental proceeds are used primarily for personal, family or household purposes, each

36 consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and electronic

37 signatures in the transaction, as required by federal law.

38 E-Mail address for Owner: _____

39 E-Mail address for Broker: _____

40 **EXCLUSIONS:** All persons who may acquire an interest in the Rental Unit(s) as a Protected Tenant under a prior listing contract are excluded

41 from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing. Within seven days of the date of this Listing,

42 Owner agrees to deliver to Broker a written list of all such prospective tenants. The following other tenants are excluded from this Listing until

43 _____ [INSERT DATE] _____

44 _____ These other tenants are no longer excluded from this Listing after the specified date unless, on

45 or before the specified date, Owner has either entered into a written Rental Agreement with the tenants or rented the Rental Unit(s) to the tenants.

46 **BROKER'S COMMISSION** Owner agrees to pay Broker a commission in the amount of _____

47 _____ which shall be

48 due and payable at the earlier of the execution of the Rental Agreement or the occupancy of the Rental Unit(s), unless otherwise agreed in writing

49 if; (a) Owner enters into a Rental Agreement as to a Rental Unit(s); or (b) Owner allows a tenant to occupy and pay rent for a Rental Unit(s).

50 **COMPENSATION TO OTHERS:** Broker offers the following commission to cooperating brokers: _____

51 _____

52 (Exceptions if any): _____

53 ■ BROKER DISCLOSURE TO CLIENTS:**54 UNDER WISCONSIN LAW, A BROKER OWES CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:**

- 55 (a) The duty to provide brokerage services to you fairly and honestly.
- 56 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 57 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless disclosure of the
58 information is prohibited by law.
- 59 (d) The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the information is prohibited by
60 law. (see lines 170-173)
- 61 (e) The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential information or the confidential
62 information of other parties. (see lines 108-123)
- 63 (f) The duty to safeguard trust funds and other property the broker holds.
- 64 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and
65 disadvantages of the proposals.

**66 ■ BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A BROKER, YOU ARE THE BROKER'S CLIENT. A BROKER
67 OWES ADDITIONAL DUTIES TO A CLIENT:**

- 68 (a) The broker will provide, at your request, information and advice on real estate matters that affect your transaction, unless you release the
69 broker from this duty.
- 70 (b) The broker must provide you with all material facts affecting the transaction, not just adverse facts.
- 71 (c) The broker will fulfill the broker's obligations under the agency agreement and fulfill your lawful requests that are within the scope of the
72 agency agreement.
- 73 (d) The broker will negotiate for you, unless you release the broker from this duty.
- 74 (e) The broker will not place the broker's interests ahead of your interests. The broker will not, unless required by law, give information or advice
75 to other parties who are not the broker's clients, if giving the information or advice is contrary to your interests.
- 76 (f) If you become involved in a transaction in which another party is also the broker's client (a "multiple representation relationship"), different
77 duties may apply.

78 ■ MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY:

79 ■ A multiple representation relationship exists if a broker has an agency agreement with more than one client who is a party in the same
80 transaction. In a multiple representation relationship, if all of the broker's clients in the transaction consent, the broker may provide services to
81 the clients through designated agency.

82 ■ Designated agency means that different salespersons employed by the broker will negotiate on behalf of you and the other client or clients in
83 the transaction, and the broker's duties will remain the same. Each salesperson will provide information, opinions, and advice to the client for
84 whom the salesperson is negotiating, to assist the client in the negotiations. Each client will be able to receive information, opinions, and advice
85 that will assist the client, even if the information, opinions, or advice gives the client advantages in the negotiations over the broker's other
86 clients. A salesperson will not reveal any of your confidential information to another party unless required to do so by law.

87 ■ If a designated agency relationship is not in effect you may authorize or reject a multiple representation relationship. If you authorize a multiple
88 representation relationship the broker may provide brokerage services to more than one client in a transaction but neither the broker nor any of
89 the broker's salespersons may assist any client with information, opinions, and advice which may favor the interests of one client over any other
90 client. If you do not consent to a multiple representation relationship the broker will not be allowed to provide brokerage services to more than
91 one client in the transaction.

92 **INITIAL ONLY ONE OF THE THREE LINES BELOW:**

93 _____ I consent to designated agency.

94 _____ I consent to multiple representation relationships, but I do not consent to designated agency.

95 _____ I reject multiple representation relationships.

96 **NOTE: YOU MAY WITHDRAW YOUR CONSENT TO DESIGNATED AGENCY OR TO MULTIPLE REPRESENTATION RELATIONSHIPS BY**
97 **WRITTEN NOTICE TO THE BROKER AT ANY TIME. YOUR BROKER IS REQUIRED TO DISCLOSE TO YOU IN YOUR AGENCY**
98 **AGREEMENT THE COMMISSION OR FEES THAT YOU MAY OWE TO YOUR BROKER. IF YOU HAVE ANY QUESTIONS ABOUT THE**
99 **COMMISSION OR FEES THAT YOU MAY OWE BASED UPON THE TYPE OF AGENCY RELATIONSHIP YOU SELECT WITH YOUR**
100 **BROKER YOU SHOULD ASK YOUR BROKER BEFORE SIGNING THE AGENCY AGREEMENT.**

101 ■ **SUBAGENCY:** The broker may, with your authorization in the agency agreement, engage other brokers who assist your broker by providing
102 brokerage services for your benefit. A subagent will not put the subagent's own interests ahead of your interests. A subagent will not, unless
103 required by law, provide advice or opinions to other parties if doing so is contrary to your interests.

104 **PLEASE REVIEW THIS INFORMATION CAREFULLY. A broker or salesperson can answer your questions about brokerage services, but**
105 **if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector. This**
106 **disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language summary of a**
107 **broker's duties to you under section 452.133 (2) of the Wisconsin statutes.**

108 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** Broker will keep confidential any information given to Broker in confidence, or any information
109 obtained by Broker that he or she knows a reasonable person would want to be kept confidential, unless the information must be disclosed by law
110 or you authorize Broker to disclose particular information. Broker shall continue to keep the information confidential after Broker is no longer
111 providing brokerage services to you.

112 The following information is required to be disclosed by law:

113 1) Material adverse facts, as defined in section 452.01(5g) of the Wisconsin statutes (see lines 170-173).

114 2) Any facts known by the Broker that contradict any information included in a written inspection report on the property or real estate that is the
115 subject of the transaction.

116 To ensure that the Broker is aware of what specific information you consider confidential, you may list that information below (see lines 118-120).

117 At a later time, you may also provide the Broker with other information you consider to be confidential.

118 **CONFIDENTIAL INFORMATION:** _____

119 _____

120 _____

121 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by Broker): _____

122 _____

123 _____

124 ■ **COOPERATION, ACCESS TO RENTAL UNIT(S) OR PROPOSAL PRESENTATION:** The parties agree that Broker will work and cooperate
125 with other brokers in marketing the Rental Unit(s), including brokers from other firms acting as subagents (agents from other companies engaged
126 by Broker - see lines 101-103) and brokers representing tenants. Cooperation includes providing access to the Rental Unit(s) for showing
127 purposes and presenting Rental Agreement proposals from these brokers to Owner. Note any brokers with whom Broker shall not cooperate, any
128 brokers or tenants who shall not be allowed to attend showings, and the specific terms of proposed Rental Agreements which should not be
129 submitted to Owner: _____

130 _____

131 **CAUTION: Limiting Broker's cooperation with other brokers may reduce the marketability of the Rental Unit(s).**

132 **MARKETING AND OWNER AUTHORIZATION** Owner authorizes Broker and Broker agrees to use reasonable efforts to rent the Rental Unit(s).
133 Broker's marketing may include use of a multiple listing service, Internet advertising, a lockbox system on the Rental Unit(s) and: _____

134 _____

135 _____ Broker may advertise the following
136 incentives, repairs, build-outs, credits, etc. offered by Owner: _____

137 _____

138 Owner agrees that Broker may market other properties during the term of this Listing.

139 Broker may perform the following additional services: **COMPLETE AND CHECK AS APPLICABLE**

140 Solicit tenant applications

141 Qualify and approve prospective tenants

142 Negotiate Rental Agreements of the Rental Unit(s)

143 Receive on behalf of Owner: application fee(s), earnest money, security deposit(s) **STRIKE AS APPLICABLE**

144 Execute written Rental Agreements on behalf of Owner

145 Other: _____

146 Other: _____

147 **NOTE: This is not a property management agreement and this Listing does not obligate Broker to perform any property management**
148 **duties, including maintenance, unless specified at lines 243-248 or in an addendum per line 249.**

149 ■ **EXTENSION OF LISTING:** The Listing term is extended for a period of one year as to any Protected Tenant. Upon receipt of a written request
150 from Owner or a broker who has listed the Rental Unit(s), Broker agrees to promptly deliver to Owner a written list of those tenants known by

151 Broker to whom the extension period applies. Should this Listing be terminated by Owner prior to the expiration of the term stated in this Listing,
152 this Listing shall be extended for Protected Tenants, on the same terms, for one year after the Listing is terminated.

153 ■ **NOTICE ABOUT SEX OFFENDER REGISTRY:** You may obtain information about the sex offender registry and persons registered with the
154 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at (608)240-
155 5830.

156 ■ **DEFINITIONS:**

157 **ADVERSE FACT:** "Adverse fact" means any of the following:

158 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:

- 159 1) Significantly and adversely affecting the value of the Premises;
160 2) significantly reducing the structural integrity of improvements to real estate; or
161 3) presenting a significant health risk to occupants of the Premises.

162 (b) 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
163 agreement made concerning the transaction.

164 **DEADLINES – DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the event occurred and by
165 counting subsequent calendar days.

166 **LEASE:** "Lease" means an agreement, whether oral or written, for transfer of possession of real property, or both real and personal property, for a
167 definite period of time. A Lease is for a definite period of time if it has a fixed commencement date and a fixed expiration date or if the
168 commencement and expiration can be ascertained by reference to some event, such as completion of a building. An agreement for transfer of
169 possession of only personal property is not a Lease.

170 **MATERIAL ADVERSE FACT:** "Material adverse fact" means an adverse fact that a party indicates is of such significance, or that is generally
171 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
172 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
173 agreement.

174 **PROTECTED TENANT:** "Protected tenant" means a tenant who personally, or through any person acting for such tenant, during the term of the
175 Listing: 1) delivers to Owner or Broker a written rental proposal regarding a Rental Unit; 2) negotiates directly with Owner by discussing with
176 Owner the potential terms upon which tenant might acquire a rental interest in a Rental Unit; or 3) attends an individual showing of a Rental Unit or
177 discusses with Broker or cooperating brokers the potential terms upon which tenant might acquire a rental interest in a Rental Unit, but only if
178 Broker delivers the tenant's name to Owner, in writing, no later than three days after the expiration of the Listing. The requirement in 3), to deliver
179 the tenant's name to Owner in writing, may be fulfilled as follows: a) If the Listing is effective only as to certain individuals who are identified in the
180 Listing, by the identification of the individuals in the Listing; or, b) if a tenant has requested that the tenant's identity remain confidential, by delivery
181 of a written notice identifying the broker with whom the tenant negotiated and the date(s) of any showings or other negotiations. A tenant who
182 becomes protected with respect to one Rental Unit included in this Listing shall be a Protected Tenant for all Rental Units included in this Listing.

183 **RENTAL AGREEMENT:** "Rental Agreement" means an oral or written agreement between a landlord and tenant, for the rental or Lease of a
184 specific dwelling unit or premises, in which the landlord and tenant agree on the essential terms of the tenancy, such as rent. Rental Agreement
185 includes a Lease. Rental Agreement does not include an agreement to enter into a Rental Agreement in the future.

186 ■ **NON-DISCRIMINATION:** Owner and Broker agree that they will not discriminate against any prospective tenant on account of race,
187 color, sex, sexual orientation as defined in Wis. Stat. § 111.32 (13m), disability, religion, national origin, marital status, lawful source of
188 income, age, ancestry, familial status or in any other unlawful manner.

189 **COOPERATION WITH MARKETING EFFORTS** During the term of this Listing, Owner agrees to:

- 190 (1) Allow Broker to show the Rental Unit(s) at reasonable times and with Owner providing notice to existing tenants as required by law;
191 (2) Allow Broker to advertise, including placing signage upon the Premises; and
192 (3) Cooperate with Broker in Broker's marketing efforts and immediately provide to Broker, in writing, the names of any prospective tenants
193 known to Owner or who contact Owner, and their contact information.

194 **OWNER'S OBLIGATIONS** During the term of this Listing, Owner agrees to provide to Broker:

- 195 (1) Copies of all code violation orders and notices, information and reports regarding any lead-based paint on the Premises, and all other records
196 and documents relating to conditions affecting the Premises; and
197 (2) Any Owner-approved Rental Agreement, nonstandard rental provisions, addenda, rules and regulations and related forms and materials
198 required in connection with the renting of the Rental Unit(s).

199 **OWNER'S WARRANTIES, COVENANTS AND REPRESENTATIONS** Owner represents any materials and information given to Broker by
200 Owner are true and complete and that the Rental Agreement and other forms provided to Broker by Owner comply with all applicable laws. Owner
201 agrees to hold Broker harmless from loss by reason of Broker's use of these materials, forms and information pursuant to the terms of this Listing,
202 including the payment of reasonable attorney's fees in the event of any suit against Broker arising out of the use of these materials, forms and
203 information.

204 Owner warrants and represents to Broker that:

- 205 (1) Owner has no notice or knowledge of any of the following conditions affecting the Premises unless indicated at lines 224—226 or 243-
206 248 or in an attached addendum per line 249, or disclosed in the documentation Owner has provided to Broker:
207 (a) Uncorrected code violations as described in Wis. Stat. § 704.07(2)(bm);
208 (b) A lack of hot or cold running water;
209 (c) Plumbing or sewage disposal facilities that are not in good operating condition;

- 210 (d) Heating facilities serving any rental unit that are not in safe operating condition, or are not capable of maintaining a
- 211 temperature, measured in occupied areas at the approximate center of the room, midway between floor and ceiling, of not less
- 212 than 67° F (19° C) during all seasons of the year that the rental unit is occupied;
- 213 (e) A lack of electrical service, or electrical wiring, outlets, fixtures or other components of the electrical system that are not in safe
- 214 operating condition;
- 215 (f) Any structural or other conditions in the Premises which constitute a substantial hazard to the health or safety of the tenant(s),
- 216 or create an unreasonable risk of personal injury as a result of any reasonably foreseeable use of the Premises other than
- 217 negligent use or abuse of the Premises by tenant(s);
- 218 (2) Other conditions or occurrences which would significantly reduce the value of the rental interest to a reasonable person with knowledge
- 219 of the nature and scope of the condition or occurrence. Owner has made no rent concessions or other agreements affecting the Rental
- 220 Unit(s).
- 221 (3) Owner agrees to make the following repairs and build-outs to the Premises: _____

222 _____
223 _____ **STRIKE AND COMPLETE AS APPLICABLE**

224 Exceptions to representations stated in lines 205-220: _____
225 _____
226 _____

227 Owner agrees to promptly inform Broker, in writing, of any information that would modify the above representations during the term of this Listing.
228 **WARNING: IF OWNER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, OWNER MAY BE LIABLE FOR DAMAGES AND**
229 **COSTS.**

230 ■ **TERMINATION OF LISTING:** Neither Owner nor Broker has the legal right to unilaterally terminate this Listing absent a material breach of
231 contract by the other party. Owner understands that the parties to the Listing are Owner and the Broker (firm). Agents (salespersons) for Broker
232 (firm) do not have the authority to enter into a mutual agreement to terminate the Listing, amend the commission amount or shorten the term of
233 this Listing, without the written consent of the agent(s)' supervising broker. Owner and Broker agree that any termination of this Listing by either
234 party before the date stated on line 257 shall be indicated to the other Party in writing and shall not be effective until delivered to the other Party in
235 accordance with lines 22-39.

236 **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating Party to potentially be liable for**
237 **damages. The Parties agree that this Listing shall terminate upon an effective change in ownership or control of the Rental Unit(s) so**
238 **affected, but in no event shall this Listing terminate as to the remainder of the Rental Unit(s).**

239 **TERMINATION FEE PER RENTAL UNIT** If this Listing is terminated as to one or more of the Rental Unit(s) because of an effective change in
240 ownership or control of the Rental Unit(s), Owner agrees to pay Broker a termination fee in the amount of _____
241 _____
242 _____ (insert dollar amount, formula, etc.) per Rental Unit terminated.

243 **ADDITIONAL PROVISIONS** _____
244 _____
245 _____
246 _____
247 _____
248 _____

249 **ADDENDA** The attached _____ is/are made part of this Listing.

250 **CAUTION: IF SIGNED, THIS LISTING CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BROKERS MAY PROVIDE A GENERAL**
251 **EXPLANATION OF THE PROVISIONS OF THIS LISTING OR OTHER REAL ESTATE CONTRACTS, BUT ARE PROHIBITED BY LAW FROM**
252 **GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS LISTING OR ANY OTHER REAL ESTATE CONTRACT.**
253 **AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED. OWNER SHOULD CONSULT OTHER EXPERTS AS**
254 **APPROPRIATE, FOR EXAMPLE, APPRAISERS, TAX ADVISORS, OR INSPECTORS IF SERVICES BEYOND BROKER'S MARKETING**
255 **SERVICES ARE REQUIRED.**

256 ■ **TERM OF THE CONTRACT:** From the _____ day of _____, _____, up to and including
257 midnight of the _____ day of _____, _____. In the event a commission is earned for a
258 Rental Unit, this Listing (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) terminate for that Rental Unit.

259 ■ **READING/RECEIPT: BY SIGNING BELOW, OWNER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND THAT**
260 **HE/SHE HAS READ ALL 5 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS INCORPORATED INTO THE LISTING.**

261 Owner Entity Name (if any): _____

262 (x) _____
263 Owner's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

264 (x) _____
265 Owner's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

266 (x) _____
267 Agent for Broker ▲ _____ Print Name Here: ▲ _____ Broker/Firm Name ▲ _____ Date ▲ _____