



**HYBRID (IN-PERSON/VIRTUAL)
REAL ESTATE EXAMINING BOARD
Room N208, 4822 Madison Yards Way, 2nd Floor, Madison
Will Johnson (608) 266-2112
October 19, 2023**

The following agenda describes the issues that the Board plans to consider at the meeting. At the time of the meeting, items may be removed from the agenda. Please consult the meeting minutes for a record of the actions of the Board. Be advised that board members may attend meetings designated as "Hybrid" in-person or virtually.

AGENDA

10:00 A.M.

OPEN SESSION – CALL TO ORDER – ROLL CALL

- A. Adoption of Agenda (1-4)**
- B. Approval of Minutes of August 17, 2023 (5-8)**
- C. Reminders: Conflicts of Interest, Scheduling Concerns**
- D. Introductions, Announcements and Recognition**
- E. Administrative Matters**
 - 1) Department, Staff and Board Updates
 - 2) Board Members – Term Expiration Dates
 - a. Berry, Jeffery K. – 7/1/2026
 - b. Kaleka, Gurmit S. – 7/1/2025
 - c. Lacy, Cathy J – 7/1/2025
 - d. Lauer, Elizabeth A. – 7/1/2022
 - e. Mays, Sonya G. – 7/1/2024
 - f. Pierce, Dennis M. – 7/1/2013
 - g. Richie, Thomas J. – 7/1/2026
- F. Legislative and Policy Matters – Discussion and Consideration**
- G. Disciplinary Trends in Real Estate – Discussion and Consideration**
- H. Administrative Rules Matters – Discussion and Consideration (9)**
 - 1) Preliminary Rule Draft: 12 and 25, Relating to License Renewal and Continuing Education (10-18)
 - 2) Pending or Possible Rulemaking Projects (19)
- I. Report and Possible Action from the Real Estate Contractual Forms Advisory Council – Discussion and Consideration**
 - 1) WB-1 – Residential Listing Contract – Exclusive Right to Sell (20-26)

- 2) WB-2 – Farm Listing Contract – Exclusive Right to Sell (27-33)
- 3) WB-3 – Vacant Land Listing Contract – Exclusive Right to Sell (34-40)
- 4) WB-4 – Residential Condominium Listing Contract – Exclusive Right to Sell (41-48)
- 5) WB-5 – Commercial Listing Contract – Exclusive Right to Sell (49-55)
- 6) WB-6 – Business Listing Contract – Exclusive Right to Sell (56-62)
- 7) WB-36 – Buyer Agency Agreement (63-68)
- 8) WB-37 – Residential Listing Contract – Exclusive Right to Rent (69-75)
- 9) WB-38 – Commercial Buyer Agency/Tenant Representation Agreement (76-82)
- 10) WB-39 – Tenant Representation Agreement (83-88)

J. Newsletter Matters – Discussion and Consideration

K. Discussion and Consideration of Items Added After Preparation of Agenda:

- 1) Introductions, Announcements and Recognition
- 2) Administrative Matters
- 3) Election of Officers
- 4) Appointment of Liaisons and Alternates
- 5) Delegation of Authorities
- 6) Education and Examination Matters
- 7) Credentialing Matters
- 8) Practice Matters
- 9) Legislative and Policy Matters
- 10) Public Health Emergencies
- 11) Administrative Rule Matters
- 12) Liaison Reports
- 13) Board Liaison Training and Appointment of Mentors
- 14) Informational Items
- 15) Division of Legal Services and Compliance (DLSC) Matters
- 16) Presentations of Petitions for Summary Suspension
- 17) Petitions for Designation of Hearing Examiner
- 18) Presentation of Stipulations, Final Decisions and Orders
- 19) Presentation of Proposed Final Decisions and Orders
- 20) Presentation of Interim Orders
- 21) Petitions for Re-Hearing
- 22) Petitions for Assessments
- 23) Petitions to Vacate Orders
- 24) Requests for Disciplinary Proceeding Presentations
- 25) Motions
- 26) Petitions
- 27) Appearances from Requests Received or Renewed
- 28) Speaking Engagements, Travel, or Public Relation Requests, and Reports

L. **Public Comments**

CONVENE TO CLOSED SESSION to deliberate on cases following hearing (s. 19.85(1)(a), Stats.); to consider licensure or certification of individuals (s. 19.85(1)(b), Stats.); to consider closing disciplinary investigations with administrative warnings (ss. 19.85(1)(b), and 440.205, Stats.); to consider individual histories or disciplinary data (s. 19.85(1)(f), Stats.); and to confer with legal counsel (s. 19.85(1)(g), Stats.).

M. **Deliberation on Department of Legal Services and Compliance (DLSC) Matters**

- 1) **Proposed Stipulations, Final Decisions and Orders**

- a. 20 REB 032 – Michael J. Lynskey Jr. & Lynskey Property Management Inc. **(89-94)**
- b. 20 REB 124 – Tamara Y. Cantrell **(95-102)**
- c. 23 REB 025 – Aletha J. Champine **(103-109)**
- 2) Administrative Warnings**
 - a. 20 REB 124 – P.P.R. **(110-111)**
- 3) Case Closings**
 - a. 20 REB 032 – R.C. **(112-118)**
 - b. 20 REB 124 – J.G. **(119-125)**
 - c. 21 REB 065 – R.R.A., R.T. **(126-130)**
 - d. 22 REB 048 – C.B. **(131-136)**
 - e. 22 REB 057 – J.M., D.C., E.R. **(137-142)**
 - f. 22 REB 069 – D.T. **(143-149)**
 - g. 23 REB 025 – M.S., J.R.E. **(150-154)**
 - h. 23 REB 131 – S.R., R.R. **(155-160)**

N. Deliberation of Items Added After Preparation of the Agenda

- 1) Education and Examination Matters
- 2) Credentialing Matters
- 3) DLSC Matters
- 4) Monitoring Matters
- 5) Professional Assistance Procedure (PAP) Matters
- 6) Petitions for Summary Suspensions
- 7) Petitions for Designation of Hearing Examiner
- 8) Proposed Stipulations, Final Decisions and Order
- 9) Proposed Interim Orders
- 10) Administrative Warnings
- 11) Review of Administrative Warnings
- 12) Proposed Final Decisions and Orders
- 13) Matters Relating to Costs/Orders Fixing Costs
- 14) Case Closings
- 15) Board Liaison Training
- 16) Petitions for Assessments and Evaluations
- 17) Petitions to Vacate Orders
- 18) Remedial Education Cases
- 19) Motions
- 20) Petitions for Re-Hearing
- 21) Appearances from Requests Received or Renewed

O. Consulting with Legal Counsel

RECONVENE TO OPEN SESSION IMMEDIATELY FOLLOWING CLOSED SESSION

P. Vote on Items Considered or Deliberated Upon in Closed Session, if Voting is Appropriate

Q. Open Session Items Noticed Above Not Completed in the Initial Open Session

ADJOURNMENT

**HYBRID (IN-PERSON/VIRTUAL)
REAL ESTATE EXAMINING BOARD
Room N208, 4822 Madison Yards Way, 2nd Floor, Madison
Will Johnson (608) 266-2112**

October 19, 2023

REAL ESTATE EXAMINING BOARD

2023 WISCONSIN ETHICS AND PUBLIC RECORDS LAW FACILITATED TRAINING

10:30 A.M. OR IMMEDIATELY FOLLOWING THE FULL BOARD MEETING

A quorum of the Real Estate Examining Board may be present; however, no Board business will be conducted.

NEXT MEETING: DECEMBER 7, 2023

MEETINGS AND HEARINGS ARE OPEN TO THE PUBLIC, AND MAY BE CANCELLED WITHOUT NOTICE.

Times listed for meeting items are approximate and depend on the length of discussion and voting. All meetings are held virtually unless otherwise indicated. In-person meetings are typically conducted at 4822 Madison Yards Way, Madison, Wisconsin, unless an alternative location is listed on the meeting notice. In order to confirm a meeting or to request a complete copy of the board's agenda, please visit the Department website at <https://dsps.wi.gov>. The board may also consider materials or items filed after the transmission of this notice. Times listed for the commencement of disciplinary hearings may be changed by the examiner for the convenience of the parties. Requests for interpreters for the hard of hearing, or other accommodations, are considered upon request by contacting the Affirmative Action Officer, or reach the Meeting Staff by calling 608-267-7213.

**VIRTUAL/TELECONFERENCE
REAL ESTATE EXAMINING BOARD
MEETING MINUTES
AUGUST 17, 2023**

PRESENT: Jeffery Berry (*via Zoom*) (*arrived 11:12 a.m.*), Gurmit Kaleka (*via Zoom*) (*excused at 11:30 a.m.*), Cathy Lacy, Elizabeth Lauer, Sonya Mays (*via Zoom*), Thomas Richie

EXCUSED: Dennis Pierce

STAFF: Will Johnson, Executive Director; Renee Parton, Legal Counsel; Dana Denny, Administrative Rule Coordinator; Dialah Azam, Bureau Assistant; and Other Department Staff

CALL TO ORDER

Thomas Richie, Chairperson, called the meeting to order at 11:05 a.m. A quorum was confirmed with five (5) members present.

ADOPTION OF AGENDA

Amendments to the Agenda:

- **CHANGE** M.1.(d) 22 MED 017 to 22 REB 017

MOTION: Cathy Lacy moved, seconded by Elizabeth Lauer, to adopt the Agenda as amended. Motion carried unanimously.

APPROVAL OF MINUTES OF JUNE 15, 2023

MOTION: Cathy Lacy moved, seconded by Elizabeth Lauer, to approve the Minutes of June 15, 2023 as published. Motion carried unanimously.

(Jeffery Berry arrived at 11:12 a.m.)

**REPORT AND POSSIBLE ACTION FROM THE
REAL ESTATE CONTRACTUAL FORMS ADVISORY COUNCIL**

WB: 11, 12, 13, 14, 15, 16, 17, 24, 47

MOTION: Cathy Lacy moved, seconded by Elizabeth Lauer, to delegate Sonya Mays for final approval of the forms from Real Estate Contractual Forms Advisory Council regarding WB 11, 12, 13, 14, 15, 16, 17, 24 and 47. Motion carried unanimously.

(Gurmit Kaleka excused at 11:30 a.m.)

CLOSED SESSION

MOTION: Elizabeth Lauer moved, seconded by Cathy Lacy, to convene to closed session to deliberate on cases following hearing (s. 19.85(1)(a), Stats.); to

consider licensure or certification of individuals (s. 19.85(1)(b), Stats.); to consider closing disciplinary investigations with administrative warnings (ss. 19.85(1)(b), and 440.205, Stats.); to consider individual histories or disciplinary data (s. 19.85(1)(f), Stats.); and to confer with legal counsel (s. 19.85(1)(g), Stats.). Thomas Richie, Chairperson, read the language of the motion. The vote of each member was ascertained by voice vote. Roll Call Vote: Jeffery Berry-yes; Cathy Lacy -yes; Elizabeth Lauer-yes; Sonya Mays-yes; and Thomas Richie-yes. Motion carried unanimously.

The Board convened into Closed Session at 11:47 a.m.

DIVISION OF LEGAL SERVICES AND COMPLIANCE (DLSC) MATTERS

Proposed Stipulations, Final Decisions and Orders

MOTION: Cathy Lacy moved, seconded by Thomas Richie, to adopt the Findings of Fact, Conclusions of Law and Order in the matter of disciplinary proceedings of the following cases:

1. 20 REB 042 – Ryan R. Pattee
2. 20 REB 106 – Shane J. Renard
3. 21 REB 013 – Michael J. Baron & Mike and Mike’s Inc. DBA PMI of Greater Milwaukee
4. 21 REB 129 – William J. Levy
5. 22 REB 097 – Jeffrey J. Zuelke & Zuelke Real Estate Corporation

Motion carried unanimously.

21 REB 127 & 22 REB 017 – Anthony Giglio & Listwithfreedom.com

MOTION: Cathy Lacy moved, seconded by Elizabeth Lauer, to reject the Findings of Fact, Conclusions of Law and Order in the matter of disciplinary proceedings against Anthony Giglio & Listwithfreedom.com, DLSC Case Numbers 21 REB 127 & 22 REB 017. Motion carried unanimously.

Administrative Warnings

23 REB 021 – J.C.L.

MOTION: Thomas Richie moved, seconded by Elizabeth Lauer, to issue an Administrative Warning in the matter of J.C.L., DLSC Case Number 23 REB 021. Motion carried unanimously.

Case Closings

MOTION: Thomas Richie moved, seconded by Cathy Lacy, to close the following DLSC Cases for the reasons outlined below:

1. 21 REB 011 – J.M., M.L., E.R. – No Violation
2. 21 REB 127 & 22 REB 017 – G.L. – Insufficient Evidence
3. 21 REB 129 – B.I. – No Violation
4. 22 REB 112 – R.W. – Prosecutorial Discretion (P1)

5. 23 REB 082 – R.M., F.W., G.S. – No Violation
Motion carried unanimously.

DELIBERATION OF PROPOSED FINAL DECISIONS AND ORDERS

Terrell Bell – DHA Case Number SPS-23-0004, DLSC Case Number 23 REB 057

MOTION: Elizabeth Lauer moved, seconded by Thomas Richie, to delegate to DSPS Chief Legal Counsel the Board’s authority to preside over and resolve the matter of disciplinary proceedings against Terrell Bell, DHA Case Number SPS-23-0004/DLSC Case Number 23 REB 057. Motion carried unanimously.

Monitoring

Jean-Philippe Buanton-Mendoza, Real Estate Salesperson Requesting Full Licensure

MOTION: Thomas Richie moved, seconded by Cathy Lacy, to grant the request of Jean-Philippe Buanton-Mendoza, Real Estate Salesperson for full licensure. Motion carried unanimously.

Amber Castonguay, Real Estate Broker Requesting Full Licensure

MOTION: Cathy Lacy moved, seconded by Thomas Richie, to grant the request of Amber Castonguay, Real Estate Broker for full licensure. Motion carried unanimously.

J.A. (Judy) Fuller, Real Estate Broker Requesting Full Licensure

MOTION: Cathy Lacy moved, seconded by Elizabeth Lauer, to grant the request of J.A. (Judy) Fuller, Real Estate Broker for full licensure. Motion carried unanimously.

Keith Garot, Real Estate Broker Requesting Full Licensure

MOTION: Elizabeth Lauer moved, seconded by Cathy Lacy, to grant the request of Keith Garot, Real Estate Broker for full licensure. Motion carried unanimously.

Jack Holt, Real Estate Salesperson Requesting Full Licensure

MOTION: Cathy Lacy moved, seconded by Thomas Richie, to grant the request of Jack Holt, Real Estate Salesperson for full licensure. Motion carried unanimously.

*Jordan Luther, Real Estate Salesperson
Requesting Full Licensure*

MOTION: Cathy Lacy moved, seconded by Jeffery Berry, to grant the request of Jordan Luther, Real Estate Salesperson for full licensure. Motion carried unanimously.

*Christopher Meneghini, Real Estate Salesperson
Requesting Full Licensure*

MOTION: Cathy Lacy moved, seconded by Elizabeth Lauer, to grant the request of Christopher Meneghini, Real Estate Salesperson for full licensure. Motion carried unanimously.

RECONVENE TO OPEN SESSION

MOTION: Thomas Richie moved, seconded by Cathy Lacy, to reconvene into Open Session. Motion carried unanimously.

The Board reconvened into Open Session at 1:10 p.m.

**VOTE ON ITEMS CONSIDERED OR DELIBERATED UPON IN CLOSED SESSION,
IF VOTING IS APPROPRIATE**

MOTION: Thomas Richie moved, seconded by Cathy Lacy, to affirm all motions made and votes taken in Closed Session. Motion carried unanimously.

(Be advised that any recusals or abstentions reflected in the closed session motions stand for the purposes of the affirmation vote.)


ADJOURNMENT

MOTION: Cathy Lacy moved, seconded by Sonya Mays, to adjourn the meeting. Motion carried unanimously.

The meeting adjourned at 1:12 p.m.

**State of Wisconsin
Department of Safety & Professional Services**

AGENDA REQUEST FORM

1) Name and title of person submitting the request: Nilajah Hardin Administrative Rules Coordinator		2) Date when request submitted: 10/07/23 Items will be considered late if submitted after 12:00 p.m. on the deadline date which is 8 business days before the meeting	
3) Name of Board, Committee, Council, Sections: Real Estate Examining Board			
4) Meeting Date: 10/19/23	5) Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	6) How should the item be titled on the agenda page? Administrative Rule Matters – Discussion and Consideration 1. Preliminary Rule Draft: REEB 12 and 25, Relating to License Renewal and Continuing Education 2. Pending or Possible Rulemaking Projects	
7) Place Item in: <input checked="" type="checkbox"/> Open Session <input type="checkbox"/> Closed Session	8) Is an appearance before the Board being scheduled? <i>(If yes, please complete Appearance Request for Non-DSPS Staff)</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	9) Name of Case Advisor(s), if required: N/A	
10) Describe the issue and action that should be addressed: Attachments: -Preliminary Rule Draft – REEB 12 and 25 -Rule Projects Chart Copies of current Board Rule Projects Can be Viewed Here: https://dsps.wi.gov/Pages/RulesStatutes/PendingRules.aspx			
11) Authorization			
 Signature of person making this request		10/07/23 Date	
Supervisor (if required)		Date	
Executive Director signature (indicates approval to add post agenda deadline item to agenda) Date			
Directions for including supporting documents: 1. This form should be attached to any documents submitted to the agenda. 2. Post Agenda Deadline items must be authorized by a Supervisor and the Policy Development Executive Director. 3. If necessary, provide original documents needing Board Chairperson signature to the Bureau Assistant prior to the start of a meeting.			

STATE OF WISCONSIN
REAL ESTATE EXAMINING BOARD

IN THE MATTER OF RULEMAKING : PROPOSED ORDER OF THE
PROCEEDINGS BEFORE THE : REAL ESTATE EXAMINING BOARD
REAL ESTATE EXAMINING BOARD : ADOPTING RULES
: (CLEARINGHOUSE RULE)

PROPOSED ORDER

An order of the Real Estate Examining Board to repeal and recreate REEB 12.01 (3) (Note); amend REEB 12.01 (5), 12.017(3) (a) (intro.) and (d), 12.025 (2) and (3), 12.04 (1) (a), (2m) (b) 3., and (c) 4., 25.023 (2) (c) 1. to 10., (6) (d), (7) (d) (intro.), (7) (f) 1., (g) 1., and (g) 2., 25.028 (intro.), (1) (g), (2) (a) 3. e. to g., and i. to L., (d) 2. and 4.(intro.), (e) 2., and (i) 7., 25.033 (3) (h), (i), (8) (f) 5. and 6., and 11. to 14., (13) (b) 2., and 4. (intro.), and (17) (b), 25.055 (1) (c), and 25.068 (1) (a), (c) and (2) (k); and repeal REEB 25.023 (7) (h), (g) 1. (Note) and (g) 2. (Note), relating to license renewal and continuing education.

Analysis prepared by the Department of Safety and Professional Services.

ANALYSIS

Statutes interpreted: ss. 452.12, 452.132, 452.133, 452.136, Stats.

Statutory authority: ss. 15.08 (5) (b), 227.11 (2), 452.05 (2) (c), 452.05 (2) (d), 452.07 (1), Stats.

Explanation of agency authority:

Section 15.08 (5) (b), Stats., states that “The board shall promulgate rules for its own guidance and for the guidance of the trade or profession to which it pertains, and define and enforce professional conduct and unethical practices not inconsistent with the law relating to the particular trade or profession.”

Section 227.11 (2) (a), Stats., states that “[e]ach agency may promulgate rules interpreting the provisions of any statute enforced or administered by the agency, if the agency considers it necessary to effectuate the purpose of the statute...”

Section 452.05 (2) (c), Stats., states that “[the board ... shall] After consultation with the council on real estate curriculum and examinations, promulgate rules establishing criteria for the approval of educational programs and training sessions under s. 452.09 (2) and approve such programs and sessions in accordance with the established criteria.”

Section 452.05 (2) (d), Stats., states that “[the board ... shall] After consultation with the council on real estate curriculum and examinations, brokers and salespersons licensed under this chapter, and interested members of the public, establish criteria for the approval of continuing educational programs and courses in real estate related subjects required for renewal under s. 452.12 (5) (c).”

Section 452.07 (1), Stats., states that “The board shall promulgate rules for the guidance of the real estate profession and define professional conduct and unethical practice.”

Related statute or rule: Chapter REEB 17, ch. REEB 23, s. 452.132, Stats., s. 452.133, Stats., s. 452.136, Stats.

Plain language analysis: The objective of the proposed rule is to update and clarify provisions relating to original, renewal and expired real estate broker and salesperson licenses. Additionally, the rule seeks to update and clarify provisions relating to continuing education and requirements for real estate brokers and real estate salespersons.

Summary of, and comparison with, existing or proposed federal regulation:

None.

Comparison with rules in adjacent states:

Illinois: The Illinois Department of Financial and Professional Regulation is responsible for the licensure and regulation of residential leasing agents and brokers in Illinois. Illinois requires an applicant for a broker’s license to be at least 18 years of age, graduated from high school or equivalent, complete 15 hours of specified education or be admitted to practice law in Illinois and pass an examination. An applicant for a managing broker’s license is required to be at least 20 years of age, graduated from high school or equivalent, complete 165 credit hours of specified education or be admitted to practice law in Illinois, be actively licensed for 2 of the last 3 years and pass an examination. An out of state applicant who holds a license in a state with standards substantially equivalent to Illinois is required to take an Illinois specific real estate brokerage laws exam. Illinois residential leasing agents, brokers, and managing brokers are required to complete 8, 12, and 18 hours of continuing education, respectively during their term. Reciprocity is granted to brokers and managing brokers who hold an active managing broker license, or its equivalent, by examination in a state with a reciprocal agreement with the Department, the broker has been actively engaged in licensed activities as a broker during the preceding 2 years in the state of licensure, and the broker’s licensing standards are substantially equivalent to or greater than the minimum standards in Illinois. [225 ILCS 454].

Iowa: The Iowa Real Estate Commission is responsible for the licensure and regulation of real estate salespeople and brokers in Iowa. Iowa requires an applicant for a salesperson’s license to be at least 18 years of age, complete 96 hours of specified education and pass an examination. An applicant for a broker’s license is required to complete 60 hours of live instruction in addition to the required salesperson’s education, have engaged in real estate practice for a period of at least 24 months and pass an

examination. Iowa licensees shall complete 36 hours of continuing education approved programs, courses or activities. Reciprocity may be achieved by conforming to the prevailing licensing rules issued for real estate salespersons and brokers. [IA 193E-3.1-193E5.12 (543B)]

Michigan: The Michigan Department of Licensing and Regulatory Affairs is responsible for the licensure and regulation of real estate salespersons and brokers in Michigan. Michigan requires an applicant for a salesperson's license to complete 40 hours of education and pass an examination. An applicant for a broker's license must complete 90 hours of education (a law degree counts towards 60 hours and a master's degree in business administration counts as 60 hours of education, respectively), have real estate experience and pass an examination. Michigan real estate salespersons and brokers must complete 18 hours of continuing education approved programs, courses or activities. Reciprocity may be achieved by conforming to the prevailing licensing rules issued for real estate salespersons and brokers. [MCL 339.2502-339.2514].

Minnesota: The Minnesota Department of Commerce is responsible for the licensure and regulation of real estate salespersons and brokers in Minnesota. Minnesota requires an applicant for a real estate salesperson to be at least 18 years of age, complete 30 hours of instruction prior to passing an examination and an additional 60 hours of education after passing the examination. An applicant for a broker's license is required to complete 30 hours of education and 3 years of experience as a licensed salesperson. All real estate salespersons and brokers are required to complete 30 hours of real estate continuing education during the licensing period and each successive 24-month period. Real estate salespersons and brokers seeking license reciprocity with the State of Minnesota may be granted provided (1) there is a written reciprocal licensing agreement in effect between the commissioner and the licensing officials of that jurisdiction, (2) the individual is licensed and in good standing in that jurisdiction, and (3) the licensing requirements of that jurisdiction are substantially similar to existing Minnesota provisions. [Minnesota Statutes 2022, section 82]

Summary of factual data and analytical methodologies: The proposed rule was developed by conducting a comprehensive review of the provisions of ch. REEB 12 and 25, reviewing real estate broker provisions from surrounding states, updating language to correspond with statutory references, and obtaining input and feedback from the Real Estate Examining Board.

Analysis and supporting documents used to determine effect on small business or in preparation of economic impact analysis: The proposed rules will be posted for a period of 14 days to solicit public comment on economic impact, including how the proposed rules may affect businesses, local government units, and individuals.

Fiscal Estimate and Economic Impact Analysis: The Fiscal Estimate and Economic Impact Analysis will be attached upon completion.

Effect on small business: These proposed rules do not have an economic impact on small businesses, as defined in s. 227.114 (1), Stats. The Department's Regulatory Review Coordinator may be contacted by email at Jennifer.Garrett@wisconsin.gov, or by calling (608) 266-6795.

Agency contact person:

Nilajah Hardin, Administrative Rules Coordinator, Department of Safety and Professional Services, Division of Policy Development, 4822 Madison Yards Way, P.O. Box 8366, Madison, Wisconsin 53708-8366; telephone 608-267-7139; email at DSPSAdminRules@wisconsin.gov.

Place where comments are to be submitted and deadline for submission:

Comments may be submitted to Nilajah Hardin, Administrative Rules Coordinator, Department of Safety and Professional Services, Division of Policy Development, 4822 Madison Yards Way, P.O. Box 8366, Madison, Wisconsin 53708-8366, or by email to DSPSAdminRules@wisconsin.gov. Comments must be received on or before the public hearing, held on a date to be determined, to be included in the record of rule-making proceedings.

TEXT OF RULE

SECTION 1. REEB 12.01 (3) (Note) is repealed and recreated to read:

REEB 12.01 (3) Note: Instructions for applications can be found on the department of safety and professional services' website at <http://dsps.wi.gov>.

SECTION 2. REEB 12.01 (5) is amended to read:

REEB 12.01 (5) PREVIOUSLY LICENSED BROKERS AND SALESPERSONS. No action shall be taken on any new application of an applicant who has previously been licensed by the board until the applicant furnishes sufficient proof to the board that the applicant has not acted as a salesperson or broker since the expiration of ~~his or her~~ the applicant's license. The board may in its discretion waive this requirement.

SECTION 3. REEB 12.017 (3) (a) (intro.) and (d) are amended to read:

REEB 12.017 (3) (a) (intro.) Each individual applicant for a real estate broker's license shall submit evidence satisfactory to the board that the applicant has practiced as a licensed salesperson under the direct supervision of a licensed broker for at least 2 years within the last 4 years preceding the date of the application. Except as provided in pars. (b) to (d), the evidence shall demonstrates that the applicant's experience as a licensed salesperson qualifies the applicant for a total of at least 40 points based on the following point system:

12.017 (3) (d) Except as provided in a reciprocal agreement under s. 452.05 (3), Stats.; A nonresident applicant may satisfy the requirement under par. (a) by submitting to the board evidence satisfactory to the board that the applicant has been a licensed broker under the laws of another state for at least 2 years within the last 4 years preceding the date of the applicant's application.

SECTION 4. REEB 12.025 (2) and (3) are amended to read:

REEB 12.025 (2) REVIEW. All applicants who obtain a failing ~~grade~~ score shall receive a report detailing the results of the applicant's examination in the major content areas of the examination.

12.025 (3) CHEATING ON EXAMINATION. An applicant may not give or receive unauthorized assistance during an examination, violate the rules of conduct of the examination, or otherwise act dishonestly. The action taken by the board for a violation of this section shall be related to the seriousness of the offense. An action may include withholding the score of the applicant, entering a failing ~~grade~~ score for the applicant, and suspending the ability of the applicant to sit for the next scheduled examination after the examination at which the conduct occurred.

SECTION 5. REEB 12.04 (1) (a), (2m) (b) 3., and (c) 4. are amended to read:

REEB 12.04 (1) (a) If a licensee renews ~~his or her~~ their real estate license less than 5 years after the renewal date, as defined in s. 440.01 (1) (dm), Stats., the licensee shall pay the applicable renewal fee and late renewal fee specified in s. 440.08, Stats., and provide evidence of having satisfied the continuing education required by s. 452.12 (5), Stats., during the biennium preceding the date of renewal of the license.

12.04 (2m) (b) 3. 'Continuing education.' Completion of the continuing education required by s. 452.12, Stats., for the biennium preceding the date of renewal of the license. A licensee completing education under subds. 1. a. ~~and~~ or c. meets the continuing education requirement.

(c) 4. 'Continuing education.' Completion of the continuing education required by s. 452.12, Stats., for the biennium preceding the date of renewal of the license. A licensee completing education under subds. 1. a. ~~and~~ or c. meets the continuing education requirement.

SECTION 6. REEB 25.023 (2) (c) 1. to 10., (6) (d) and (7) (d) (intro.) are amended to read:

REEB 25.023 (2) (c) 1. Listing ~~contract~~ contracts for sale.

2. ~~Offer~~ Offers.

3. ~~Counteroffer~~ Counter-offers.

4. ~~Amendment~~ Amendments.

5. Buyer agency ~~agreement~~ agreements.

6. Listing ~~contract~~ contracts for lease.

7. ~~Option~~ Options.
8. ~~Bill~~ Bills of sale.
9. ~~Exchange~~ Exchanges.
10. Cancellation agreement and mutual ~~release~~ releases.

REEB 25.023 (6) (d) Licensure and supervision of ~~employees~~ licensees associated with a firm under s. 452.132, Stats., and ch. REEB 17.

REEB 25.023 (7) (d) (intro.) Disclosure of compensation and interest under s. REEB 24.05 and s. 452.133., Stats., including all of the following:

SECTION 7. REEB 25.023 (7) (h) is repealed.

SECTION 8. REEB 25.023 (7) (f) 1. And (g) 1. are amended to read:

REEB 25.023 (7) (f) 1. Negotiations through a listing ~~broker~~ firm under s. REEB 24.13 (5).

REEB 25.023 (7) (g) 1. Licensee supervision under s. ~~REEB 17.08~~ 452.132, Stats..

SECTION 9. REEB 25.023 (7) (g) 1. (Note) is repealed.

SECTION 10. REEB 25.023 (7) (g) 2. is amended to read:

REEB 25.023 (7) (g) 2. Office supervision under s. ~~REEB 17.08~~ 452.132, Stats..

SECTION 11. REEB 25.023 (7) (g) 2. (Note) is repealed.

SECTION 12. REEB 25.028 (intro.), (1) (g), (2) (a) 3. e. to g., and i. to L., (d) 2. and 4. (intro.), (e) 2., and (i) 7. are amended to read:

REEB 25.028 (intro.) Nonresident broker education equivalency. An applicant who has held an active real estate broker's license in another licensing jurisdiction within the 2 year period prior to filing an application for a real estate broker's license in this state is deemed to have met the equivalency to the business management and salesperson program education based upon ~~his or her~~ the applicant's education required to obtain a license in the other licensing jurisdiction and the completion of Wisconsin specific education consisting of all of the following:

25.028 (1) (g) Licensees associated with a firm under ch. REEB 17 and s. 452.132., Stats.

25.028 (2) (a) 3. e. ~~Counter offers~~ Counter-offers.

f. Multiple ~~counter proposals~~ counter-proposals.

g. ~~Amendment~~ Amendments.

25.028 (2) (a) 3. i. ~~Option~~ Options.

j. ~~Bill~~ Bills of sale.

k. ~~Exchange~~ Exchanges.

L. ~~Cancellation agreement~~ agreements and mutual ~~release~~ releases.

25.028 (2) (d) 2. Advertising under s. REEB 24.04 and s. 452.136., Stats.

25.028 (2) (d) 4. (intro.) Disclosure of compensation and interest under s. REEB 24.05 and s. 452.133, Stats., including all of the following:

25.028 (2) (e) 2. Inquiry by listing ~~broker~~ licensee under s. REEB 24.07 (1) (b).

25.028 (2) (i) 7. Licensure and supervision of ~~employees~~ licensees associated with firm under ch. REEB 17 and s. 452.132, Stats.

SECTION 13. REEB 25.033 (3) (h) and (i), (8) (f) 5. and 6., and 11. to 14., (13) (b) 2., and 4. (intro.), and (17) (b) are amended to read:

REEB 25.033 (3) (h) ~~Broker-to-broker~~ Firm-to-firm relationships.

(i) ~~Sales associate-to-sales associate~~ Licensee-to-licensee relationships.

25.033 (8) (f) 5. ~~Counter-offers~~ Counter-offers.

6. Multiple ~~counter-proposals~~ counter-proposals.

25.033 (8) (f) 11. ~~Cancellation agreement and mutual release agreements~~ releases.

12. ~~Option~~ Options.

13. ~~Bill~~ Bills of sale.

14. ~~Exchange~~ Exchanges.

25.033 (13) (b) 2. Advertising under s. REEB 24.04 and s. 452.136, Stats.

25.033 (13) (b) 4. (intro.) Disclosure of compensation and interest under s. REEB 24.05 and s. 452.133, Stats., including all of the following:

25.033 (17) (b) The ~~master~~ comprehensive plan.

SECTION 14. REEB 25.038 (intro.), (1) (c) 5. to 7., and 9. to 12., and (4) (b) and (d), are amended to read:

REEB 25.038 (intro). Nonresident salesperson education equivalency. An applicant who has held an active real estate salesperson's license in another licensing jurisdiction within the 2 year period prior to filing an application for a real estate salesperson's license in this state is deemed to have met the equivalency to the salesperson program education based upon ~~his or her~~ the applicant's education required to obtain a license in the other licensing jurisdiction and completion of Wisconsin specific education consisting of 13 hours and containing the following content:

- ~~25.038 (1) (c) 5. Counter offers~~ Counter-offers.
- ~~6. Multiple counter proposals~~ counter-proposals.
- ~~7. Amendment~~ Amendments.

~~25.038 (1) (c) 9. Option~~ Options.

- ~~10. Bill~~ Bills of sale.
- ~~11. Exchange~~ Exchanges.
- ~~12. Cancellation agreement and mutual release~~ releases.

25.038 (4) (b) Advertising under s. REEB 24.04 and s. 452.136, Stats.

25.038 (4) (d) Disclosure of compensation and interest under s. REEB 24.05 and s. 452.133, Stats., including all of the following:

SECTION 15. REEB 25.055 (1) (c) is amended to read:

REEB 25.055 (1) (c) A school or organization may not discriminate against anyone on the basis of sex, race, color, sexual orientation ~~as defined in s. 111.32 (13m), Stats.,~~ handicap, disability, religion, ~~age, physical disability~~ or national origin in its education program or courses.

SECTION 16. REEB 25.068 (1) (a), (c) and (2) (k) are amended to read:

REEB 25.068 (1) (a) A school or organization shall conduct an examination at the end of each continuing education program or course consisting of at least ~~15~~ 5 multiple-choice questions for each hour of the continuing education program or course. The passing score shall be no less than 70%, unless the school or organization provides substantial justification to the board for a lower score and the board approves the lower passing score. A school or organization may not count examination time as part of the number of hours of the program or course.

25.068 (1) (c) A school or organization may not discriminate against anyone on the basis of sex, race, color, sexual orientation ~~as defined in s. 111.32 (13m), Stats.,~~ handicap, disability, religion, ~~age, physical disability~~ or national origin, in its education program or courses.

25.068 (1) (2) (k) A minimum of ~~15~~ 5 multiple-choice questions for each hour of the continuing education program or course, the answer to each question, the portion of the course outline to which the question relates and the passing score for the examination. The questions shall comply with reasonable standards of test development and relate to the substantive contents of the continuing education program or course.

SECTION 17. EFFECTIVE DATE. The rules adopted in this order shall take effect on the first day of the month following publication in the Wisconsin Administrative Register, pursuant to s. 227.22 (2) (intro.), Stats.

(END OF TEXT OF RULE)

DRAFT

Real Estate Examining Board
Rule Project Chart (updated 10/07/23)

Clearinghouse Rule Number	Scope #	Scope Expiration	Code Chapter Affected	Relating clause	Current Step	Next Step
Not Assigned Yet	078-22	03/19/2025	REEB 12 and 25	License Renewal and Continuing Education	Board Review of Preliminary Rule Draft at 10/19/23 Meeting	Board Approval of Preliminary Rule Draft; Submission for Economic Impact Analysis Comment and Clearinghouse Review

WB-1 RESIDENTIAL LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

1 SELLER GIVES THE FIRM THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:

2 ■ PROPERTY DESCRIPTION: Street address is: _____
3 _____

4 in the _____ of _____, County of _____,
5 Wisconsin. Insert additional description, if any, at lines 308-327 or attach as an addendum per lines 328-329.

6 ■ INCLUDED IN LIST PRICE: Seller is including in the list price the Property, all Fixtures not excluded on lines 11-13,
7 and the following items: _____
8 _____
9 _____
10 _____

11 ■ NOT INCLUDED IN LIST PRICE: _____
12 _____
13 _____

14 CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the lessor. (See lines 186-199).

16 ■ LIST PRICE: _____ Dollars (\$ _____).

17 [MARKETING] Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property. Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 7-10 during the term of this Listing. The marketing may include: _____
20 _____

21 The Firm and its agents may advertise the following special financing and incentives offered by Seller: _____
22 _____

23 Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See lines 251-257 regarding the Firm's role as marketing agent and Seller's duty to notify the Firm of any potential buyer known to Seller. Seller agrees that the Firm and its agents may market other properties during the term of this Listing.

26 [COMMISSION] Seller and the Firm agree the Firm's commission shall be _____
27 _____

- 28 ■ EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:
- 29 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
 - 30 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
 - 31 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
 - 32 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
 - 33 5) A ready, willing and able buyer submits a bona fide written offer to Seller or Firm for the Property at, or above, the list price and on substantially the same terms set forth in this Listing and the current WB-11 Residential Offer to Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer submitting the written offer has the ability to complete the buyer's obligations under the written offer.

37 The Firm's commission shall be earned if, during the term of the Listing, one seller of the Property sells, conveys, exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by divorce judgment.

40 ■ DUE AND PAYABLE: Once earned, the Firm's commission is due and payable in full at the earlier of closing or the date set for closing, even if the transaction does not close, unless otherwise agreed in writing.

- 42 ■ CALCULATION:** A percentage commission shall be calculated based on the following, if earned above:
- 43 • Under 1) or 2) the total consideration between the parties in the transaction.
 - 44 • Under 3) or 4) the list price if the entire Property is involved.
 - 45 • Under 3) if the exchange involves less than the entire Property or under 4) if the effective change in ownership or control involves less than the entire Property, the fair market value of the portion of the Property exchanged or for which there was an effective change in ownership or control.
 - 47 • Under 5) the total offered purchase price.

49 NOTE: If a commission is earned for a portion of the Property it does not terminate the Listing as to any remaining Property.

51 [COMPENSATION TO OTHERS] The Firm offers the following commission to cooperating firms working with buyers such as subagents and buyer's firms: _____
52 _____
53 (Exceptions if any): _____

54 There is no standard market commission rate. Commissions and types of service may vary by firm and are negotiable based on the firm you hire. Compensation to others may be offered to firms acting as subagents and firms representing buyers as incentive to participate in the sale of firms' listings through multiple listing services or in compensation agreements.

285 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of
286 documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at
287 lines 288-307.

288 (1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery
289 if named at line 290 or 291.

290 Seller's recipient for delivery (optional): _____

291 Firm's recipient for delivery (optional): _____

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

293 Seller: (_____) _____ Firm: (_____) _____

294 (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
295 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 290 or
296 291, for delivery to the Party's delivery address at line 300 or 301.

297 (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
298 Party, or to the Party's recipient for delivery if named at line 290 or 291, for delivery to the Party's delivery address at
299 line 300 or 301.

300 Delivery address for Seller: _____

301 Delivery address for Firm: _____

302 (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below
303 at line 306 or 307. If this is a consumer transaction where the property being purchased or the sale proceeds are used
304 primarily for personal, family or household purposes, each consumer providing an e-mail address below has first
305 consented electronically as required by federal law.

306 E-Mail address for Seller: _____

307 E-Mail address for Firm: _____

308 **ADDITIONAL PROVISIONS** _____

309 _____
310 _____
311 _____
312 _____
313 _____
314 _____
315 _____
316 _____
317 _____
318 _____
319 _____
320 _____
321 _____
322 _____
323 _____
324 _____
325 _____
326 _____
327 _____

328 **ADDENDA** The attached addenda _____

329 _____ is/are made part of this Listing.

330 **TERM OF THE CONTRACT** From the _____ day of _____, _____, up
331 to the earlier of midnight of the _____ day of _____, _____, or the
332 conveyance of the entire Property.

WB-2 FARM LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

1 **SELLER GIVES THE FIRM THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**

2 ■ **PROPERTY DESCRIPTION:** Street address is: _____
3 _____ in Section _____
4 in the _____ of _____, County of _____, Wisconsin. (Total acreage
5 and breakdown of tillable, pasture or wood lot acreage, etc., may be stated at lines 326-354, or attached as an addendum
6 per lines 355-356.) Insert additional description, if any, at lines 326-354 or attach as an addendum per lines 355-356.

7 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, all Fixtures not excluded on lines 12-16,
8 and the following items: _____
9 _____
10 _____
11 _____

12 ■ **NOT INCLUDED IN LIST PRICE:** _____
13 _____
14 _____
15 _____
16 _____

17 **CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the**
18 **lessor. (See lines 246-264).**

19 ■ **LIST PRICE:** _____ Dollars (\$ _____).

20 ■ **ZONING:** Seller represents that the property is zoned: _____

21 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is enrolled
22 in the following governmental conservation, farmland, environmental, land use or use restricting programs, agreements or
23 conservation easements (county, state or federal): _____
24 _____
25 _____

26 ■ **USE VALUE ASSESSMENT:** Seller represents that (all or some of the Property) (none of the Property)
27 ~~STRIKE ONE~~ has been assessed as agricultural property under use value law.

28 ■ **RIGHT OF FIRST REFUSAL:** There (is) (is not) ~~STRIKE ONE~~ a right of first refusal on part or all of the Property.

29 **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property.
30 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 7-11 during the term of
31 this Listing. The marketing may include: _____
32 _____

33 The Firm and its agents may advertise the following special financing and incentives offered by Seller: _____
34 _____

35 Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See lines 128-134 regarding the
36 Firm's role as marketing agent and Seller's duty to notify the Firm of any potential buyer known to Seller. Seller agrees
37 that the Firm and its agents may market other properties during the term of this Listing.

38 **EXCLUSIONS** All persons who may acquire an interest in the Property who are Protected Buyers under a prior listing
39 contract are excluded from this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing.
40 Within seven days of the date of this Listing, Seller agrees to deliver to the Firm a written list of all such Protected Buyers.

41 **NOTE: If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.** The
42 following other buyers _____
43 _____ are excluded from this Listing until _____
44 [INSERT DATE]. These other buyers are no longer excluded from this Listing after the specified date unless, on or before
45 the specified date, Seller has either accepted a written offer from the buyer or sold the Property to the buyer.

46 **COMPENSATION TO OTHERS** The Firm offers the following commission to cooperating firms working with buyers such as
47 subagents and buyer's firms: _____
48 (Exceptions if any): _____

49 **There is no standard market commission rate. Commissions and types of service may vary by firm and are**
50 **negotiable based on the firm you hire. Compensation to others may be offered to firms acting as subagents and**
51 **firms representing buyers as incentive to participate in the sale of firms' listings through multiple listing services**
52 **or in compensation agreements.**

53 **COMMISSION** Seller and Firm agree the Firm's commission shall be _____
54 _____

- 55 ■ **EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:
- 56 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
- 57 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
- 58 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
- 59 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
- 60 5) A ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Property at, or above,
- 61 the list price and on substantially the same terms set forth in this Listing and the current WB-12 Farm Offer To
- 62 Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer
- 63 submitting the written offer has the ability to complete the buyer's obligations under the written offer.
- 64 The Firm's commission shall be earned if, during the term of the Listing, one seller of the Property sells, conveys,
- 65 exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by
- 66 divorce judgment.
- 67 ■ **DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable in full at the earlier of closing or the date set
- 68 for closing, even if the transaction does not close, unless otherwise agreed in writing.
- 69 ■ **CALCULATION:** A percentage commission shall be calculated based on the following, if earned above:
- 70 • Under 1) or 2) the total consideration between the parties in the transaction.
- 71 • Under 3) or 4) the list price if the entire Property is involved.
- 72 • Under 3) if the exchange involves less than the entire Property or under 4) if the effective change in ownership or
- 73 control involves less than the entire Property, the fair market value of the portion of the Property exchanged or for
- 74 which there was an effective change in ownership or control.
- 75 • Under 5) the total offered purchase price.
- 76 **NOTE: If a commission is earned for a portion of the Property it does not terminate the Listing as to any**
- 77 **remaining Property.**
- 78 **BUYER FINANCIAL CAPABILITY** The Firm and its agents are not responsible under Wisconsin statutes or regulations to
- 79 qualify a buyer's financial capability. If Seller wishes to confirm a buyer's financial capability, Seller may negotiate inclusion of a
- 80 contingency for financing, proof of funds, qualification from a lender, sale of buyer's property, or other confirmation in any offer
- 81 to purchase or contract.
- 82 **OCCUPANCY** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.
- 83 Unless otherwise agreed, Seller agrees to have any residential dwelling in broom swept condition and the Property free of
- 84 all debris and personal property except for personal property belonging to current tenants, sold to buyer or left with
- 85 buyer's consent. Should Seller or Seller's tenant occupy the Property after closing or retain ownership of crops, consider a
- 86 special agreement regarding an occupancy escrow, insurance, utilities, maintenance, responsibility for and rights to
- 87 unharvested crops, farm operations and government programs, etc.
- 88 **REAL ESTATE CONDITION REPORT** Seller agrees to complete the real estate condition report provided by the Firm to
- 89 the best of Seller's knowledge. Seller agrees to amend the report should Seller learn of any Defect(s) after completion of
- 90 the report but before acceptance of a buyer's offer to purchase. Seller authorizes the Firm and its agents to distribute the
- 91 report to all interested parties and agents inquiring about the Property. Seller acknowledges that the Firm and its agents
- 92 have a duty to disclose all Material Adverse Facts as required by law.
- 93 **SELLER REPRESENTATIONS REGARDING DEFECTS** Seller represents to the Firm that as of the date of this Listing,
- 94 Seller has no notice or knowledge of any Defects affecting the Property other than those noted on the real estate
- 95 condition report.
- 96 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**
- 97 **DAMAGES AND COSTS.**
- 98 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
- 99 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
- 100 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to hold
- 101 the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
- 102 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
- 103 wrongdoing of the Firm or its agents. Seller acknowledges that individual showings and open houses may be conducted
- 104 by licensees other than the Firm, that appraisers and inspectors may conduct appraisals and inspections without being
- 105 accompanied by agents of the Firm or other licensees, and that buyers or licensees may be present at all inspections and
- 106 testing and may photograph or videotape Property unless otherwise provided for in additional provisions at lines 326-354
- 107 or in an addendum per lines 355-356.
- 108 **DISPUTE RESOLUTION** The Parties understand that if there is a dispute about this Listing or an alleged breach, and
- 109 the Parties cannot resolve the dispute by mutual agreement, the Parties may consider alternative dispute resolution
- 110 instead of judicial resolution in court. Alternative dispute resolution may include mediation and binding arbitration. Should
- 111 the parties desire to submit any potential dispute to alternative dispute resolution, it is recommended that the parties add
- 112 such in Additional Provisions or in an Addendum.
- 113 **NOTE: Wis. Stat. § 452.142 places a time limit on the commencement of legal actions arising out of this Listing.**
- 114 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon receipt
- 115 of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller a written

116 list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing be
 117 terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for Protected
 118 Buyers, on the same terms, for one year after the Listing is terminated (lines 119-127).

119 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
 120 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.
 121 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the
 122 commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker.
 123 Seller and the Firm agree that any termination of this Listing by either party before the date stated on line 361 shall be
 124 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 304-325 and effective by
 125 the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 304-325.

126 **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to**
 127 **potentially be liable for damages.**

128 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with the Firm in the Firm's
 129 marketing efforts and to provide the Firm with all records, documents and other material in Seller's possession or control
 130 which are required in connection with the sale. Seller authorizes the Firm and its agents to do those acts reasonably
 131 necessary to effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple
 132 listing service, Internet advertising or a lockbox system on the Property. Seller shall promptly refer all persons making
 133 inquiries concerning the Property to the Firm and notify the Firm in writing of any potential buyers with whom Seller
 134 negotiates or who view the Property with Seller during the term of this Listing.

135 **LEASED PROPERTY** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign Seller's
 136 rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations)
 137 thereunder to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by
 138 tenants.

139 **CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the**
 140 **lease(s) unless released by tenant(s), and should address any crop rights and carryovers.**

141 **DISCLOSURE TO CLIENTS**

142 Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe
 143 certain duties to all parties to a transaction:

- 144 (a) The duty to provide brokerage services to you fairly and honestly.
- 145 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 146 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
 147 unless disclosure of the information is prohibited by law.
- 148 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
 149 information is prohibited by law. (See lines 265-268.)
- 150 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
 151 confidential information or the confidential information of other parties. (See lines 207-223.)
- 152 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 153 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
 154 advantages and disadvantages of the proposals.

155 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.**
 156 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

- 157 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect
 158 your transaction, unless you release the firm from this duty.
 - 159 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse Facts.
 - 160 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests that
 161 are within the scope of the agency agreement.
 - 162 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
 - 163 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless
 164 required by law, give information or advice to other parties who are not the firm's clients, if giving the information or
 165 advice is contrary to your interests.
- 166 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation
 167 relationship"), different duties may apply.

168 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

169 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a party
 170 in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services
 171 through designated agency, which is one type of multiple representation relationship.

172 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or
 173 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide information,
 174 opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations. Each client will
 175 be able to receive information, opinions, and advice that will assist the client, even if the information, opinions, or advice
 176 gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal any of your
 177 confidential information to another party unless required to do so by law.

178 ■ If a designated agency relationship is not authorized by you or other clients in the transaction you may authorize or

179 reject a multiple representation relationship in which the firm may provide brokerage services to more than one client in a
 180 transaction but neither the firm nor any of its agents may assist any client with information, opinions, and advice which
 181 may favor the interests of one client over any other client. Under this neutral approach, the same agent may represent
 182 more than one client in a transaction.

183 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage services
 184 to more than one client in the transaction.

185 **CHECK ONLY ONE OF THE THREE BELOW:**

186 The same firm may represent me and the other party as long as the same agent is not representing us both.
 187 (multiple representation relationship with designated agency)

188 The same firm may represent me and the other party, but the firm must remain neutral regardless if one or
 189 more different agents are involved. (multiple representation relationship without designated agency)

190 The same firm cannot represent both me and the other party in the same transaction. (I reject multiple
 191 representation relationships)

192 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may**
 193 **modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your**
 194 **agency agreement the commission or fees that you may owe to your firm. If you have any questions about the**
 195 **commission or fees that you may owe based upon the type of agency relationship you select with your firm, you**
 196 **should ask your firm before signing the agency agreement.**

197 **SUBAGENCY**

198 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by
 199 providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will not
 200 put their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions
 201 to other parties if doing so is contrary to your interests.

202 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage services,**
 203 **but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home**
 204 **inspector.**

205 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language
 206 summary of the duties owed to you under section 452.133 (2) of the Wisconsin statutes.

207 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to the
 208 Firm or its agents in confidence, or any information obtained by the Firm or its agents that a reasonable person would
 209 want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to disclose
 210 particular information. The Firm and its agents shall continue to keep the information confidential after the Firm is no
 211 longer providing brokerage services to you.

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

213 1) Material adverse facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 265-268).

214 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
 215 the property or real estate that is the subject of the transaction.

216 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
 217 information below (see lines 219-220). At a later time, you may also provide the Firm with other information you consider
 218 to be confidential.

219 **CONFIDENTIAL INFORMATION:** _____

220 _____

221 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by the Firm and its agents): _____

222 _____

223 _____

224 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
 225 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as subagents
 226 (other firms engaged by the Firm - see lines 197-201) and firms representing buyers. Cooperation includes providing
 227 access to the Property for showing purposes and presenting offers and other proposals from these firms to Seller. Note
 228 any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to attend
 229 showings, and the specific terms of offers which should not be submitted to Seller: _____

230 _____

231 **CAUTION: Limiting the Firm's cooperation with other firms may reduce the marketability of the Property.**

232 **DEFINITIONS**

233 ■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:

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

235 1) Significantly and adversely affecting the value of the Property;

236 2) Significantly reducing the structural integrity of improvements to real estate; or

237 3) Presenting a significant health risk to occupants of the Property.

238 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations
 239 under a contract or agreement made concerning the transaction.

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

242 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that
 243 would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or
 244 replaced would significantly shorten or adversely affect the expected normal life of the premises.

245 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

246 ■ **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or
 247 buildings so as to be treated as part of the real estate, including, without limitation, physically attached items not easily
 248 removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as
 249 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows;
 250 electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units
 251 and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or fitted floor
 252 coverings; awnings; attached antennas and satellite dishes; audio/visual wall mounting brackets (but not the audio/visual
 253 equipment); garage door openers and remote controls; installed security systems; central vacuum systems and
 254 accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; in-ground pet
 255 containment systems (but not the collars); storage buildings on permanent foundations and docks/piers on permanent
 256 foundations; perennial crops; perennial plants; in-ground and aboveground crop irrigation systems; ventilating fans; barn
 257 cleaners; silo unloaders; augers; feeding equipment; bulk tanks and refrigeration systems; pipeline milking systems;
 258 vacuum lines; vacuum pumps and attached motors; and aboveground and underground fuel tanks.

259 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water**
 260 **treatment systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 12-16 and in the**
 261 **offer to purchase. Address annual and perennial crops, livestock, rented fixtures not owned by Seller, fixtures**
 262 **owned by Seller but which will not be included in the list price (e.g., irrigation systems) and equipment which**
 263 **may be personal property but will be included in the list price. Annual crops are not part of the purchase price**
 264 **unless otherwise agreed.**

265 ■ **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such
 266 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable party,
 267 that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or affects
 268 or would affect the party's decision about the terms of such a contract or agreement.

269 ■ **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" shall mean any person joined in interest
 270 with buyer, or otherwise acting on behalf of buyer, including but not limited to buyer's immediate family, agents, employees,
 271 directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all corporations,
 272 partnerships, limited liability companies, trusts or other entities created or controlled by, affiliated with or owned by buyer, in
 273 whole or in part whether created before or after expiration of this Listing.

274 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 2-6.

275 ■ **PROTECTED BUYER:** Means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term
 276 of this Listing:

- 277 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property;
- 278 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential
 279 terms upon which the buyer might acquire an interest in the Property; or
- 280 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding
 281 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents
 282 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines
 283 119-127) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as
 284 follows:
 - 285 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the
 286 individuals in the Listing; or,
 - 287 b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the
 288 firm or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

289 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on behalf
 290 of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on lines 114-
 291 118.

292 **NON-DISCRIMINATION** Seller and the Firm and its agents agree that they will not discriminate against any
 293 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section
 294 111.32 (13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family
 295 status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

296 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in
 297 the Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the
 298 earnest money, the Firm shall hold and disburse the earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis.
 299 Admin. Code Ch. REEB 18. If the transaction fails to close and the Seller requests and receives the earnest money as the

300 total liquidated damages, then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for
301 cash advances made by the Firm on behalf of Seller and one half of the balance, but not in excess of the agreed
302 commission, shall be paid to the Firm as full commission in connection with said purchase transaction and the balance
303 shall belong to Seller. This payment to the Firm shall not terminate this Listing.

304 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of documents
305 and written notices to a party shall be effective only when accomplished by one of the methods specified at lines 306-325.

306 (1) Personal Delivery: giving the document or written notice personally to the party, or the party's recipient for delivery if
307 named at line 308 or 309.

308 Seller's recipient for delivery (optional): _____

309 Firm's recipient for delivery (optional): _____

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

311 Seller: (_____) _____ Firm: (_____) _____

312 (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
313 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 308 or
314 309 for delivery to the party's delivery address at line 318 or 319.

315 (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
316 Party, or to the party's recipient for delivery if named at line 308 or 309 for delivery to the party's delivery address at line
317 318 or 319.

318 Delivery address for Seller: _____

319 Delivery address for Firm: _____

320 (5) E-Mail: electronically transmitting the document or written notice to the party's e-mail address, if given below at
321 line 324 or 325. If this is a consumer transaction where the property being purchased or the sale proceeds are used
322 primarily for personal, family or household purposes, each consumer providing an e-mail address below has first
323 consented electronically as required by federal law.

324 E-Mail address for Seller: _____

325 E-Mail address for Firm: _____

326 **ADDITIONAL PROVISIONS** _____

327 _____
328 _____
329 _____
330 _____
331 _____
332 _____
333 _____
334 _____
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336 _____
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353 _____
354 _____

355 **ADDENDA** The attached addenda _____

356 _____ is/are made part of this Listing.

357 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
358 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
359 <http://www.doc.wi.gov> or by telephone at (608)240-5830.

360 **TERM OF THE CONTRACT** From the _____ day of _____,
 361 up to the earlier of midnight of the _____ day of _____, _____, or the
 362 conveyance of the entire Property.

363
 364

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

365
 366
 367
 368
 369

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

370
 371
 372

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

373
 374

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

375 **BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND THAT**
 376 **HE/SHE HAS READ ALL 7 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS INCORPORATED**
 377 **INTO THE LISTING.**

378 (x) _____
 379 Seller's Signature ▲ Print Name ► Date ▲

380 (x) _____
 381 Seller's Signature ▲ Print Name ► Date ▲

382 (x) _____
 383 Seller's Signature ▲ Print Name ► Date ▲

384 (x) _____
 385 Seller's Signature ▲ Print Name ► Date ▲

386 _____
 387 Seller Entity Name (if any) Print Name ▲

388 (x) _____
 389 Authorized Signature ▲ Date ▲
 390 Print Name & Title ►

391 _____
 392 Firm Name ▲

393 (x) _____
 394 Agent's Signature ▲ Print Name ► Date ▲

WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

1 SELLER GIVES THE FIRM THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:

2 ■ **PROPERTY DESCRIPTION:** Street address is: _____
3 in Section _____ in the _____ of _____, County of _____,
4 Wisconsin. Insert additional description, if any, at lines 323-353 or attach as an addendum per lines 354-355.

5 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, Fixtures not excluded on lines 9-10, and
6 the following items: _____
7 _____
8 _____

9 ■ **NOT INCLUDED IN LIST PRICE:** _____
10 _____

11 **CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the**
12 **lessor. (See lines 249-254).**

13 ■ **LIST PRICE:** _____ Dollars (\$ _____).

14 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is
15 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,
16 agreements or conservation easements, (county, state or federal): _____
17 _____

18 ■ **USE VALUE ASSESSMENT:** Seller represents that (all or some of the Property) (none of the Property) **STRIKE ONE**
19 has been assessed as agricultural property under use value law.

20 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:
21 _____

22 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is subject
23 to the following special zoning, land use, development restrictions or other conditions affecting the Property:
24 _____

25 ■ **RIGHT OF FIRST REFUSAL:** There (is) (is not) **STRIKE ONE** a right of first refusal on part or all of the Property.

26 ■ **ZONING:** Seller represents that the property is zoned: _____

27 ■ **UTILITY CONNECTIONS:** Seller represents that the locations of the following utility connections are as follows:
28 (e.g. at the lot line, on the property, across the street, unknown, unavailable, etc.): electricity _____
29 _____; gas _____; municipal sewer _____;
30 municipal water _____; telephone _____;
31 cable _____; other _____

32 **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property.
33 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 6-8 during the term
34 of this Listing. The marketing may include: _____
35 _____

36 The Firm and its agents may advertise the following special financing and incentives offered by Seller: _____
37 _____

38 Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See lines 183-189 regarding the
39 Firm's role as marketing agent and Seller's duty to notify the Firm of any potential buyer known to Seller. Seller agrees
40 that the Firm and its agents may market other properties during the term of this Listing.

41 **CAUTION: Limiting the Firm's cooperation with other firms may reduce the marketability of the Property.**

42 **EXCLUSIONS** All persons who may acquire an interest in the Property who are Protected Buyers under a prior listing
43 contract are excluded from this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing.
44 Within seven days of the date of this Listing, Seller agrees to deliver to the Firm a written list of all such Protected Buyers.

45 **NOTE: If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.**
46 The following other buyers _____

47 _____ are excluded from this Listing until _____
48 [INSERT DATE]. These other buyers are no longer excluded from this Listing after the specified date unless, on or before
49 the specified date, Seller has either accepted a written offer from the buyer or sold the Property to the buyer.

50 **COMPENSATION TO OTHERS** The Firm offers the following commission to cooperating firms working with buyers such as
51 subagents and buyer's firms: _____
52 (Exceptions if any): _____

53 **There is no standard market commission rate. Commissions and types of service may vary by firm and are**
54 **negotiable based on the firm you hire. Compensation to others may be offered to firms acting as subagents**
55 **and firms representing buyers as incentive to participate in the sale of firms' listings through multiple listing**
56 **services or in compensation agreements.**

57 **COMMISSION** Seller and the Firm agree the Firm's commission shall be _____

58

59 ■ **EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:

- 60 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
- 61 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
- 62 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
- 63 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
- 64 5) A ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Property at or above the
- 65 list price and on substantially the same terms set forth in this Listing and the current WB-13 Vacant Land Offer to
- 66 Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer
- 67 submitting the written offer has the ability to complete the buyer's obligations under the written offer.

68 The Firm's commission shall be earned if, during the term of the Listing, one owner of the Property sells, conveys,
69 exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by
70 divorce judgment.

71 ■ **DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable in full at the earlier of closing or the date
72 set for closing, even if the transaction does not close, unless otherwise agreed in writing.

73 ■ **CALCULATION:** A percentage commission shall be calculated based on the following, if earned above:

- 74 • Under 1) or 2) the total consideration between the parties in the transaction.
- 75 • Under 3) or 4) the list price if the entire Property is involved.
- 76 • Under 3) if the exchange involves less than the entire Property or under 4) if the effective change in ownership or
- 77 control involves less than the entire Property, the fair market value of the portion of the Property exchanged or for
- 78 which there was an effective change in ownership or control.
- 79 • Under 5) the total offered purchase price.

80 **NOTE: If a commission is earned for a portion of the Property it does not terminate the Listing as to any remaining**
81 **Property.**

82 **BUYER FINANCIAL CAPABILITY** The Firm and its agents are not responsible under Wisconsin statutes or regulations to
83 qualify a buyer's financial capability. If Seller wishes to confirm a buyer's financial capability, Seller may negotiate inclusion of
84 a contingency for financing, proof of funds, qualification from a lender, sale of buyer's property, or other confirmation in any
85 offer to purchase or contract.

86 **LIEN NOTICE** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for commissions
87 or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial
88 real estate, if any, that is the subject of this Listing. "Commercial real estate" includes all real estate except (a) real
89 property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not
90 contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

91 **DISCLOSURE TO CLIENTS**

92 Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe
93 certain duties to all parties to a transaction:

- 94 (a) The duty to provide brokerage services to you fairly and honestly.
- 95 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 96 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
97 unless disclosure of the information is prohibited by law.
- 98 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
99 information is prohibited by law. (See lines 255-258.)
- 100 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
101 confidential information or the confidential information of other parties. (See lines 158-174.)
- 102 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 103 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
104 advantages and disadvantages of the proposals.

105 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.**
106 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

- 107 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect
108 your transaction, unless you release the firm from this duty.
- 109 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse
110 Facts.
- 111 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests
112 that are within the scope of the agency agreement.
- 113 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
- 114 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless
115 required by law, give information or advice to other parties who are not the firm's clients, if giving the information or
116 advice is contrary to your interests.

117 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation
118 relationship"), different duties may apply.

MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY

119
120 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a
121 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services
122 through designated agency, which is one type of multiple representation relationship.

123 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or
124 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide
125 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.
126 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,
127 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal
128 any of your confidential information to another party unless required to do so by law.

129 ■ If a designated agency relationship is not authorized by you or other clients in the transaction you may still authorize
130 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more
131 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,
132 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same
133 agent may represent more than one client in a transaction.

134 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage
135 services to more than one client in the transaction.

CHECK ONLY ONE OF THE THREE BELOW:

137 The same firm may represent me and the other party as long as the same agent is not representing us
138 both. (multiple representation relationship with designated agency)

139 The same firm may represent me and the other party, but the firm must remain neutral regardless if one or
140 more different agents are involved. (multiple representation relationship without designated agency)

141 The same firm cannot represent both me and the other party in the same transaction. (I reject multiple
142 representation relationships)

143 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may**
144 **modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your**
145 **agency agreement the commission or fees that you may owe to your firm. If you have any questions about the**
146 **commission or fees that you may owe based upon the type of agency relationship you select with your firm,**
147 **you should ask your firm before signing the agency agreement.**

SUBAGENCY

148
149 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by
150 providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will not put
151 their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to
152 other parties if doing so is contrary to your interests.

153 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage**
154 **services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax**
155 **advisor, or home inspector.**

156 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language
157 summary of the duties owed to you under section 452.133 (2) of the Wisconsin statutes.

158 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to
159 the Firm or its agents in confidence, or any information obtained by the Firm and its agents that a reasonable person
160 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to
161 disclose particular information. The Firm and its agents shall continue to keep the information confidential after the Firm
162 is no longer providing brokerage services to you.

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

- 164 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 255-258).
- 165 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
166 the property or real estate that is the subject of the transaction.

167 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
168 information below (see lines 170-172). At a later time, you may also provide the Firm with other information you
169 consider to be confidential.

170 **CONFIDENTIAL INFORMATION:** _____
171 _____
172 _____

173 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by the Firm and its agents): _____
174 _____

175 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
 176 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as
 177 subagents (other firms engaged by the Firm - see lines 148-152) and firms representing buyers. Cooperation includes
 178 providing access to the Property for showing purposes and presenting offers and other proposals from these firms to
 179 Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed
 180 to attend showings, and the specific terms of offers which should not be submitted to Seller: _____
 181 _____
 182 _____.

183 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with the Firm in the Firm's
 184 marketing efforts and to provide the Firm with all records, documents and other material in Seller's possession or
 185 control which are required in connection with the sale. Seller authorizes the Firm to do those acts reasonably
 186 necessary to effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple
 187 listing service, Internet advertising or a lockbox system at the Property. Seller shall promptly refer all persons making
 188 inquiries concerning the Property to the Firm and notify the Firm in writing of any potential buyers with whom Seller
 189 negotiates or who view the Property with Seller during the term of this Listing.

190 **LEASED PROPERTY** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign Seller's
 191 rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations) thereunder
 192 to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by tenant(s).
 193 **CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the**
 194 **lease(s) unless released by tenants.**

195 **DISPUTE RESOLUTION** The Parties understand that if there is a dispute about this Listing or an alleged breach, and
 196 the Parties cannot resolve the dispute by mutual agreement, the Parties may consider alternative dispute resolution
 197 instead of judicial resolution in court. Alternative dispute resolution may include mediation and binding arbitration.
 198 Should the Parties desire to submit any potential dispute to alternative dispute resolution, it is recommended that the
 199 Parties add such in Additional Provisions or in an Addendum.

200 **NOTE: Wis. Stat. § 452.142 places a time limit on the commencement of legal actions arising out of this Listing.**

201 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
 202 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller
 203 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing
 204 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for
 205 Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 206-214).

206 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
 207 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.
 208 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the
 209 commission amount or shorten the term of this Listing, without the written consent of the agent(s) supervising broker. Seller
 210 and the Firm agree that any termination of this Listing by either party before the date stated on line 357 shall be
 211 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 300-322 and effective
 212 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 300-322.
 213 **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to**
 214 **potentially be liable for damages.**

215 **VACANT LAND DISCLOSURE REPORT** Seller agrees to complete the vacant land disclosure report provided by the
 216 Firm to the best of Seller's knowledge. Seller agrees to amend the report should Seller learn of any Defect(s) after
 217 completion of the report but before acceptance of a buyer's offer to purchase. Seller authorizes the Firm and its agents to
 218 distribute the report to all interested parties and agents inquiring about the Property and Seller acknowledges that the
 219 Firm and its agents have a duty to disclose all Material Adverse Facts as required by law.

220 **SELLER REPRESENTATIONS REGARDING DEFECTS** Seller represents to the Firm that as of the date of this Listing,
 221 Seller has no notice or knowledge of any Defects affecting the Property other than those noted on the vacant land
 222 disclosure report.

223 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**
 224 **DAMAGES AND COSTS.**

225 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
 226 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
 227 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
 228 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
 229 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
 230 wrongdoing of the Firm and its agents. Seller acknowledges that individual showings and open houses may be
 231 conducted by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and
 232 inspections without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be

233 present at all inspections and testing and may photograph or videotape Property unless otherwise provided for in
 234 additional provisions at lines 323-353 or in an addendum per lines 354-355.

235 **DEFINITIONS**

236 ■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:

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

- 238 1) Significantly and adversely affecting the value of the Property;
- 239 2) Significantly reducing the structural integrity of improvements to real estate; or
- 240 3) Presenting a significant health risk to occupants of the Property.

241 b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations
 242 under a contract or agreement made concerning the transaction.

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

245 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that
 246 would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or
 247 replaced would significantly shorten or adversely affect the expected normal life of the premises.

248 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

249 ■ **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as
 250 to be treated as part of the real estate, including, without limitation, physically attached items not easily removable
 251 without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures,
 252 including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings
 253 on permanent foundations and docks/piers on permanent foundations.

254 **CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.**

255 ■ **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such
 256 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable
 257 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or
 258 affects or would affect the party's decision about the terms of such a contract or agreement.

259 ■ **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" shall mean any person joined in interest
 260 with buyer, or otherwise acting on behalf of buyer, including but not limited to buyer's immediate family, agents, employees,
 261 directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all corporations,
 262 partnerships, limited liability companies, trusts or other entities created or controlled by, affiliated with or owned by buyer, in
 263 whole or in part whether created before or after expiration of this Listing.

264 ■ **PROPERTY:** Unless otherwise stated, "Property" means all property included in the list price as described on lines 2-4.

265 ■ **PROTECTED BUYER:** Means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term of
 266 this Listing:

267 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property during the term
 268 of this Listing;

269 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential
 270 terms upon which the buyer might acquire an interest in the Property; or

271 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding
 272 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents
 273 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines
 274 206-214) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:

275 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the
 276 individuals in the Listing; or,

277 b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the firm
 278 or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

279 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on
 280 behalf of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on
 281 lines 201-205.

282 **NON-DISCRIMINATION** Seller and the Firm and its agents agree that they will not discriminate against any
 283 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section
 284 111.32(13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family
 285 status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

286 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the
 287 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,
 288 the Firm shall hold and disburse the earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch.
 289 REEB 18. If the transaction fails to close and the Seller requests and receives the earnest money as the total liquidated
 290 damages, then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash advances
 291 made by the Firm on behalf of Seller and one half of the balance, but not in excess of the agreed commission, shall be paid to
 292 the Firm as full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment
 293 to the Firm shall not terminate this Listing.

294 **OCCUPANCY** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.
295 Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for personal
296 property belonging to current tenants, sold to the buyer or left with the buyer's consent.

297 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and
298 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
299 <http://www.doc.wi.gov> or by telephone at (608)240-5830.

300 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of
301 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at
302 lines 303-322.

303 (1) Personal Delivery: giving the document or written notice personally to the party, or the party's recipient for delivery if
304 named at line 305 or 306.

305 Seller's recipient for delivery (optional): _____
306 Firm's recipient for delivery (optional): _____

307 (2) Fax: fax transmission of the document or written notice to the following telephone number:
308 Seller: (_____) _____ Firm: (_____) _____

309 (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
310 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 305 or
311 306, for delivery to the party's delivery address at line 315 or 316.

312 (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
313 party, or to the party's recipient for delivery if named at line 305 or 306 for delivery to the party's delivery address at line
314 315 or 316.

315 Delivery address for Seller: _____
316 Delivery address for Firm: _____

317 (5) E-Mail: electronically transmitting the document or written notice to the party's e-mail address, if given below at
318 line 321 or 322. If this is a consumer transaction where the property being purchased or the sale proceeds are used
319 primarily for personal, family or household purposes, each consumer providing an e-mail address below has first
320 consented electronically as required by federal law.

321 E-Mail address for Seller: _____
322 E-Mail address for Firm: _____

323 **ADDITIONAL PROVISIONS** _____
324 _____
325 _____
326 _____
327 _____
328 _____
329 _____
330 _____
331 _____
332 _____
333 _____
334 _____
335 _____
336 _____
337 _____
338 _____
339 _____
340 _____
341 _____
342 _____
343 _____
344 _____
345 _____
346 _____
347 _____
348 _____
349 _____
350 _____
351 _____
352 _____
353 _____

354 **ADDENDA** The attached addenda _____
 355 _____ is/are made part of this Listing.
 356 **TERM OF THE CONTRACT** From the _____ day of _____, _____, up
 357 to the earlier of midnight of the _____ day of _____, _____, or the conveyance
 358 of the entire Property.

359 **WIRE FRAUD WARNING!** Wire Fraud is a real and serious risk. Never trust wiring instructions
 360 sent via email. Funds wired to a fraudulent account are often impossible to recover.

361 Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate
 362 agent, Firm, lender, title company, attorney or other source connected to your transaction. These
 363 communications are convincing and professional in appearance but are created to steal your
 364 money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate
 365 source.

366 DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU
 367 calling a verified number of the entity involved in the transfer of funds. Never use contact
 368 information provided by any suspicious communication.

369 **Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or**
 370 **verification of any wiring or money transfer instructions.**

371 **BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND**
 372 **THAT HE/SHE HAS READ ALL 7 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS**
 373 **INCORPORATED INTO THE LISTING.**

374 (x) _____
 375 Seller's Signature ▲ Print Name ► Date ▲

376 (x) _____
 377 Seller's Signature ▲ Print Name ► Date ▲

378 (x) _____
 379 Seller's Signature ▲ Print Name ► Date ▲

380 (x) _____
 381 Seller's Signature ▲ Print Name ► Date ▲

382 _____
 383 Seller Entity Name (if any) Print Name ▲

384 (x) _____
 385 Authorized Signature ▲ Date ▲
 386 Print Name & Title ►

387 _____
 388 Firm Name ▲

389 (x) _____
 390 Agent's Signature ▲ Print Name ► Date ▲

WB-4 RESIDENTIAL CONDOMINIUM LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

1 SELLER GIVES THE FIRM THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:

2 ■ **PROPERTY DESCRIPTION:** The street address of the Unit is: _____
3 _____ in the _____ of _____, County of
4 _____, Wisconsin, particularly described as Unit: _____ (Building _____) of
5 _____ Condominium; Seller's interest in the common elements
6 appurtenant to the Unit, together with and subject to the rights, interests, obligations and limitations as set forth in the
7 declaration and condominium plat (and all amendments to them) creating the Condominium, which altogether constitute
8 the Property. Insert additional description, if any, at lines 376-406 or attach as an addendum per lines 407-408.

9 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, Seller's interests in any common surplus
10 and reserves of the Condominium allocated to the Property, Fixtures not excluded on lines 13-15, and the following
11 items: _____
12 _____.

13 ■ **NOT INCLUDED IN LIST PRICE:** _____
14 _____
15 _____.

16 **CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the**
17 **lessor. (See lines 303-316).**

18 ■ **LIST PRICE:** _____ Dollars (\$ _____).

19 ■ **LIMITED COMMON ELEMENTS:** The limited common elements assigned to the Unit include: _____
20 _____ See condominium declaration for complete list.

21 ■ **STORAGE:** A storage unit (is) (is not) **STRIKE ONE** included in the List Price; storage unit number: _____.

22 ■ **PARKING:** The parking is _____
23 _____ The parking fee is \$ _____.

24 ■ **ASSOCIATION FEE:** The association fee for the Property is \$ _____ per _____.

25 ■ **RIGHT OF FIRST REFUSAL:** The condominium association (does) (does not) **STRIKE ONE** have a right of first refusal
26 on the Property.

27 **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property.
28 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 11-12 during the
29 term of this Listing. The marketing may include: _____
30 _____.

31 The Firm and its agents may advertise the following special financing and incentives offered by Seller:
32 _____.

33 Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See lines 199-219 regarding the
34 Firm's role as marketing agent and Seller's duty to notify the Firm of any potential buyer known to Seller. Seller agrees
35 that the Firm and its agents may market other properties during the term of this Listing.

36 **COMPENSATION TO OTHERS** The Firm offers the following commission to cooperating firms working with buyers such
37 as subagents and buyer's firms: _____
38 (Exceptions if any) _____.

39 **There is no standard market commission rate. Commissions and types of service may vary by firm and are**
40 **negotiable based on the firm you hire. Compensation to others may be offered to firms acting as subagents**
41 **and firms representing buyers as incentive to participate in the sale of firms' listings through multiple listing**
42 **services or in compensation agreements.**

43 **COMMISSION** Seller and the Firm agree the Firm's commission shall be _____
44 _____.

45 ■ **EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:
46 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
47 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
48 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
49 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
50 5) A ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Property, at, or above
51 the list price and on substantially the same terms set forth in this Listing and the current WB-14 Residential
52 Condominium Offer to Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able
53 when the buyer submitting the written offer has the ability to complete the buyer's obligations under the written offer.
54 The Firm's commission shall be earned if, during the term of the Listing, one seller of the Property sells, conveys,
55 exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by
56 divorce judgment.

296 under a contract or agreement made concerning the transaction.

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

299 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that
300 would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or
301 replaced would significantly shorten or adversely affect the expected normal life of the premises.

302 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

303 ■ **FIXTURES:** A "fixture" is an item of property which is physically attached to or so closely associated with land or
304 buildings so as to be treated as part of the real estate, including, without limitation, physically attached items not easily
305 removable without damage to the premises, items specifically adapted to the premises, and items customarily treated
306 as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and
307 windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and
308 cooling units and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or
309 fitted floor coverings; awnings; attached antennas and satellite dishes, audio/visual wall mounting brackets (but not the
310 audio/visual equipment), garage door openers and remote controls; installed security systems; central vacuum systems
311 and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences in-ground
312 pet containment systems (but not the collars); storage buildings on permanent foundations and docks/piers on
313 permanent foundations.

314 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water
315 treatment systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 13-15 and in
316 the offer to purchase.**

317 ■ **MATERIAL ADVERSE FACT:** A "material adverse fact" means an adverse fact that a party indicates is of such
318 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable
319 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or
320 affects or would affect the party's decision about the terms of such a contract or agreement.

321 ■ **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" shall mean any person joined in interest
322 with buyer, or otherwise acting on behalf of buyer, including but not limited to buyer's immediate family, agents, employees,
323 directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all corporations,
324 partnerships, limited liability companies, trusts or other entities created or controlled by, affiliated with or owned by buyer, in
325 whole or in part whether created before or after expiration of this Listing.

326 ■ **PROPERTY:** Unless otherwise stated, "Property" means all property included in the list price as described on lines 2-8.

327 ■ **PROTECTED BUYER:** Means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term of
328 this Listing:

- 329 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property;
- 330 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential
331 terms upon which the buyer might acquire an interest in the Property; or
- 332 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding
333 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents
334 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines
335 183-191) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:
- 336 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the
337 individuals in the Listing; or,
- 338 b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the firm
339 or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

340 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on behalf of
341 a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on lines 178-182.

342 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the
343 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,
344 the Firm shall hold and disburse earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch. REEB
345 18. If the transaction fails to close and the Seller requests and receives the earnest money as the total liquidated damages,
346 then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash advances made by the
347 Firm on behalf of Seller and one half of the balance, but not in excess of the agreed commission, shall be paid to the Firm as
348 full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment to the Firm
349 shall not terminate this Listing.

350 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and
351 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
352 <http://www.doc.wi.gov> or by telephone at (608)240-5830.

353 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of
354 documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at
355 lines 356-375.

356 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery
357 if named at line 358 or 359.

358 Seller's recipient for delivery (optional): _____

359 Firm's recipient for delivery (optional): _____

WB-5 COMMERCIAL LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

1 **SELLER GIVES THE FIRM THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**

2 ■ **PROPERTY DESCRIPTION:** Street address is: _____
3 _____ in the _____ of _____, County of _____,
4 Wisconsin. Insert additional description, if any, at lines 325-335 or attach as an addendum per lines 336-337.

5 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, Fixtures not excluded on lines 9-12, and
6 the following items: _____
7 _____
8 _____.

9 ■ **NOT INCLUDED IN LIST PRICE:** _____
10 _____
11 _____
12 _____.

13 **CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the**
14 **lessor. (See lines 186-197).**

15 ■ Seller shall convey the personal property by Bill of Sale, free and clear of all liens and encumbrances except: _____
16 _____
17 _____.

18 ■ **LIST PRICE:** _____ Dollars (\$ _____).

19 ■ **SELLER AUTHORITY:** Seller represents that Seller has authority to sign this Listing and negotiate the sale of the
20 Property. If Seller is an entity, Seller agrees, within 15 days of the execution of this Listing, to provide the Firm with a
21 copy of document(s) confirming the authority to negotiate the sale of the Property.

22 ■ **ZONING:** Seller represents that the Property is zoned: _____.

23 ■ **ZONING VARIANCES, NONCONFORMING USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the
24 Property is subject to the following special zoning, land use, development restrictions, zoning variances, nonconforming
25 uses or other conditions affecting the Property: _____
26 _____.

27 **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property.
28 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 5-8 during the term
29 of this Listing. The marketing may include: _____
30 _____.

31 The Firm and its agents may advertise the following special financing and incentives offered by Seller: _____
32 _____.

33 Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See lines 235-241 regarding the
34 Firm's role as marketing agent and Seller's duty to notify the Firm of any potential buyer known to Seller. Seller agrees
35 that the Firm and its agents may market other properties during the term of this Listing.

36 **CAUTION: Limiting the Firm's cooperation with other firms may reduce the marketability of the Property.**

37 **COMPENSATION TO OTHERS** The Firm offers the following commission to cooperating firms working with buyers such
38 as subagents and buyer's firms: _____
39 (Exceptions if any): _____.

40 **There is no standard market commission rate. Commissions and types of service may vary by firm and are**
41 **negotiable based on the firm you hire. Compensation to others may be offered to firms acting as subagents**
42 **and firms representing buyers as incentive to participate in the sale of firms' listings through multiple listing**
43 **services or in compensation agreements.**

44 **COMMISSION** Seller and the Firm agree the Firm's commission shall be _____
45 _____
46 _____.

47 ■ **EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:

- 48 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
- 49 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
- 50 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
- 51 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
- 52 5) A ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Property at or above the
53 list price and on substantially the same terms set forth in this Listing and the current WB-15 Commercial Offer to
54 Purchase, even if Seller does not accept this buyer's offer. A buyer is ready, willing and able when the buyer
55 submitting the written offer has the ability to complete the buyer's obligations under the written offer.

56 The Firm's commission shall be earned if, during the term of the Listing, one owner of the Property sells, conveys,
57 exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by divorce
58 judgment.

59 ■ **DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable in full at the earlier of closing or the date
60 set for closing, even if the transaction does not close, unless otherwise agreed in writing.

61 ■ **CALCULATION:** A percentage commission shall be calculated based on the following, if earned above:

- 62 • Under 1) or 2) the total consideration between the parties in the transaction.
- 63 • Under 3) or 4) the list price if the entire Property is involved.
- 64 • Under 3) if the exchange involves less than the entire Property or under 4) if the effective change in ownership or
65 control involves less than the entire Property, the fair market value of the portion of the Property exchanged or for
66 which there was an effective change in ownership or control.
- 67 • Under 5) the total offered purchase price.

68 **NOTE: If a commission is earned for a portion of the Property it does not terminate the Listing as to any remaining**
69 **Property.**

70 **BUYER FINANCIAL CAPABILITY** The Firm and its agents are not responsible under Wisconsin statutes or regulations to
71 qualify a buyer's financial capability. If Seller wishes to confirm a buyer's financial capability, Seller may negotiate inclusion of
72 a contingency for financing, proof of funds, qualification from a lender, sale of buyer's property, or other confirmation in any
73 offer to purchase or contract.

74 **LIEN NOTICE** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for commissions
75 or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial
76 real estate, if any, that is the subject of this Listing. "Commercial real estate" includes all real estate except (a) real
77 property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not
78 contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

79 **DISCLOSURE TO CLIENTS**

80 Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe
81 certain duties to all parties to a transaction:

- 82 (a) The duty to provide brokerage services to you fairly and honestly.
- 83 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 84 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
85 unless disclosure of the information is prohibited by law.
- 86 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
87 information is prohibited by law. (See lines 198-201.)
- 88 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
89 confidential information or the confidential information of other parties. (See lines 146-163.)
- 90 (f) The duty to safeguard trust funds and other property the firm and its agents holds.
- 91 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
92 advantages and disadvantages of the proposals.

93 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.**
94 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

- 95 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect
96 your transaction, unless you release the firm from this duty.
 - 97 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse Facts.
 - 98 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests that
99 are within the scope of the agency agreement.
 - 100 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
 - 101 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless
102 required by law, give information or advice to other parties who are not the firm's clients, if giving the information or advice is
103 contrary to your interests.
- 104 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation
105 relationship"), different duties may apply.

106 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

- 107 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a
108 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services
109 through designated agency, which is one type of multiple representation relationship.
- 110 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or
111 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide
112 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.
113 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,

114 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal
 115 any of your confidential information to another party unless required to do so by law.
 116 ■ If a designated agency relationship is not authorized by you or other clients in the transaction, you may still authorize
 117 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more
 118 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,
 119 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same
 120 agent may represent more than one client in a transaction.
 121 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage
 122 services to more than one client in the transaction.

CHECK ONLY ONE OF THE THREE BELOW:

- 123
- 124 The same firm may represent me and the other party as long as the same agent is not
 125 representing us both. (multiple representation relationship with designated agency)
- 126 The same firm may represent me and the other party, but the firm must remain neutral
 127 regardless if one or more different agents are involved. (multiple representation relationship
 128 without designated agency)
- 129 The same firm cannot represent both me and the other party in the same transaction. (I reject
 130 multiple representation relationships)

131 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may**
 132 **modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your**
 133 **agency agreement the commission or fees that you may owe to your firm. If you have any questions about the**
 134 **commission or fees that you may owe based upon the type of agency relationship you select with your firm,**
 135 **you should ask your firm before signing the agency agreement.**

SUBAGENCY

136 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by
 137 providing brokerage services for your benefit. A subagent firm and the agents with the subagent firm will not put their own
 138 interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to other parties
 139 if doing so is contrary to your interests.
 140

141 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage**
 142 **services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax**
 143 **advisor, or home inspector.**

144 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain-language
 145 summary of the duties to you under section 452.133 (2) of the Wisconsin statutes.

146 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to
 147 the Firm or its agents in confidence, or any information obtained by the Firm and its agents that a reasonable person
 148 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to
 149 disclose particular information. The Firm and its agents shall continue to keep the information confidential after the Firm
 150 is no longer providing brokerage services to you.

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

- 152 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 198-201).
 153 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
 154 the property or real estate that is the subject of the transaction.

155 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
 156 information below (see lines 158-160). At a later time, you may also provide the Firm with other information you
 157 consider to be confidential.

158 **CONFIDENTIAL INFORMATION:** _____
 159 _____
 160 _____

161 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by the Firm and its agents): _____
 162 _____
 163 _____

164 **OCCUPANCY** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing
 165 and to have the Property in broom swept condition and free of all debris and personal property except for personal
 166 property belonging to current tenants, sold to buyer or left with buyer's consent.

167 **LEASED PROPERTY** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign Seller's
 168 rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations) thereunder
 169 to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by tenant(s).
 170 **CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the**
 171 **lease(s) unless released by tenants.**

172 **DEFINITIONS**

173 ■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:

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

- 175 1) Significantly and adversely affecting the value of the Property;
- 176 2) Significantly reducing the structural integrity of improvements to real estate; or
- 177 3) Presenting a significant health risk to occupants of the Property.

178 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations
 179 under a contract or agreement made concerning the transaction.

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

182 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that
 183 would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or
 184 replaced would significantly shorten or adversely affect the expected normal life of the premises.

185 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

186 ■ **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or
 187 buildings so as to be treated as part of the real estate, including, without limitation, physically attached items not easily
 188 removable without damage to the premises, items specifically adapted to the premises, and items customarily treated
 189 as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and
 190 windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and
 191 cooling units and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or
 192 fitted floor coverings; awnings; attached antennas and satellite dishes; audio/visual wall mounting brackets (but not the
 193 audio/visual equipment); garage door openers and remote controls; installed security systems; central vacuum systems
 194 and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; in-ground
 195 pet containment systems (but not the collars); storage buildings on permanent foundations and docks/piers on
 196 permanent foundations. A "Fixture" does not include trade fixtures owned by tenants of the Property.

197 **CAUTION: Exclude fixtures not owned by Seller such as rented fixtures and tenant's trade fixtures.**

198 ■ **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such
 199 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable
 200 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or
 201 affects or would affect the party's decision about the terms of such a contract or agreement.

202 ■ **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" shall mean any person joined in
 203 interest with buyer, or otherwise acting on behalf of buyer, including but not limited to buyer's immediate family, agents,
 204 employees, directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all
 205 corporations, partnerships, limited liability companies, trusts or other entities created or controlled by, affiliated with or
 206 owned by buyer, in whole or in part whether created before or after expiration of this Listing.

207 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 2-4.

208 ■ **PROTECTED BUYER:** Means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term of
 209 this Listing:

- 210 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property;
- 211 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential
 212 terms upon which the buyer might acquire an interest in the Property; or
- 213 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding
 214 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents
 215 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines
 216 307-315) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as
 217 follows:
 - 218 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the
 219 individuals in the Listing; or,
 - 220 b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the
 221 firm or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

222 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on
 223 behalf of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on
 224 lines 302-306.

225 **SELLER DISCLOSURE REPORT** Seller agrees to complete the disclosure report provided by the Firm to the best of
 226 Seller's knowledge. Seller agrees to amend the report should Seller learn of any Defect(s) after completion of the report
 227 but before acceptance of a buyer's offer to purchase. Seller authorizes the Firm and its agents to distribute the report to
 228 all interested parties and their agents inquiring about the Property. Seller acknowledges that the Firm and its agents
 229 have a duty to disclose all Material Adverse Facts as required by law.

230 **SELLER REPRESENTATIONS REGARDING DEFECTS** Seller represents to the Firm that as of the date of this Listing,
 231 Seller has no notice or knowledge of any Defects affecting the Property other than those noted on Seller's disclosure
 232 report or written response.

233 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**
 234 **DAMAGES AND COSTS.**

235 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with the Firm in the Firm's
 236 marketing efforts and to provide the Firm with all records, documents and other material in Seller's possession or control
 237 which are required in connection with the sale. Seller authorizes the Firm to do those acts reasonably necessary to
 238 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,
 239 Internet advertising or a lockbox system at the Property. Seller shall promptly refer all persons making inquiries
 240 concerning the Property to the Firm and notify the Firm in writing of any potential buyers with whom Seller negotiates or
 241 who view the Property with Seller during the term of this Listing.

242 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
 243 agents will work and cooperate with other firms in marketing the Property, including firms acting as subagents (other
 244 firms engaged by the Firm - see lines 136-140) and firms representing buyers. Cooperation includes providing access to
 245 the Property for showing purposes and presenting offers and other proposals from these firms to Seller. Note any firms
 246 with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to attend showings, and
 247 the specific terms of offers which should not be submitted to Seller: _____
 248 _____.

249 **EXCLUSIONS** All persons who may acquire an interest in the Property as a Protected Buyer under a prior listing contract
 250 are excluded from this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing. Within seven
 251 days of the date of this Listing, Seller agrees to deliver to the Firm a written list of all such Protected Buyers.

252 **NOTE: If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.**

253 The following other buyers _____
 254 _____ are excluded from this Listing until _____

255 [INSERT DATE]. These other buyers are no longer excluded from this Listing after the specified date unless, on or before
 256 the specified date, Seller has either accepted a written offer from the buyer or sold the Property to the buyer.

257 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of
 258 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at
 259 lines 260-279.

260 (1) Personal Delivery: giving the document or written notice personally to the party, or the party's recipient for delivery if
 261 named at line 262 or 263.

262 Seller's recipient for delivery (optional): _____

263 Firm's recipient for delivery (optional): _____

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

265 Seller: (_____) _____ Firm: (_____) _____

266 (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
 267 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 262 or
 268 263, for delivery to the party's delivery address at line 272 or 273.

269 (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
 270 party, or to the party's recipient for delivery if named at line 262 or 263 for delivery to the party's delivery address at line
 271 272 or 273.

272 Delivery address for Seller: _____

273 Delivery address for Firm: _____

274 (5) E-Mail: electronically transmitting the document or written notice to the party's e-mail address, if given below at
 275 line 278 or 279. If this is a consumer transaction where the property being purchased or the sale proceeds are used
 276 primarily for personal, family or household purposes, each consumer providing an e-mail address below has first
 277 consented electronically as required by federal law.

278 E-Mail address for Seller: _____

279 E-Mail address for Firm: _____

280 **NON-DISCRIMINATION** Seller and the Firm and its agents agree that they will not discriminate against any
281 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section
282 111.32 (13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family
283 status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

284 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the
285 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,
286 the Firm shall hold and disburse the earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code
287 Ch. REEB 18. If the transaction fails to close and the Seller requests and receives the earnest money as the total
288 liquidated damages, then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash
289 advances made by the Firm on behalf of Seller and one half of the balance, but not in excess of the agreed commission, shall
290 be paid to the Firm as Broker's full commission in connection with said purchase transaction and the balance shall belong to
291 Seller. This payment to the Firm shall not terminate this Listing.

292 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
293 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
294 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
295 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
296 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
297 wrongdoing of the Firm or its agents. Seller acknowledges that individual showings and open houses may be conducted
298 by licensees other than the Firm, that appraisers and inspectors may conduct appraisals and inspections without being
299 accompanied by agents of the Firm or other licensees, and that buyers or licensees may be present at all inspections
300 and testing and may photograph or videotape Property unless otherwise provided for in additional provisions at lines
301 325-335 or in an addendum per lines 336-337.

302 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
303 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller
304 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing
305 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for
306 Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 307-315).

307 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
308 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.
309 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the
310 commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller
311 and the Firm agree that any termination of this Listing by either party before the date stated on line 339 shall be
312 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 257-279 and effective
313 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 257-279.

314 **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to**
315 **potentially be liable for damages.**

316 **DISPUTE RESOLUTION** The Parties understand that if there is a dispute about this Listing or an alleged breach, and
317 the Parties cannot resolve the dispute by mutual agreement, the Parties may consider alternative dispute resolution
318 instead of judicial resolution in court. Alternative dispute resolution may include mediation and binding arbitration.
319 Should the Parties desire to submit any potential dispute to alternative dispute resolution, it is recommended that the
320 Parties add such in Additional Provisions or in an Addendum.

321 **NOTE: Wis. Stat. § 452.142 places a time limit on the commencement of legal actions arising out of this Listing.**

322 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and
323 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
324 <http://www.doc.wi.gov> or by telephone at (608)240-5830.

325 **ADDITIONAL PROVISIONS** _____
326 _____
327 _____
328 _____
329 _____
330 _____
331 _____
332 _____
333 _____
334 _____
335 _____

336 **ADDENDA** The attached addenda _____
337 _____ is/are made part of this Listing.

338 **TERM OF THE CONTRACT** From the _____ day of _____,
339 up to the earlier of midnight of the _____ day of _____, _____, or the
340 conveyance of the entire Property.

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

353 **BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND**
354 **THAT HE/SHE HAS READ ALL 7 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS**
355 **INCORPORATED INTO THE LISTING.**

356 All persons signing below on behalf of a Seller Entity represent that they have legal authority to sign for and bind the Entity.

357 _____
358 Seller Entity Name (if any) Print Name ▲

359 (x) _____
360 Authorized Signature ▲ Date ▲
361 Print Name & Title ►

362 _____
363 Seller Entity Name (if any) ▲

364 (x) _____
365 Authorized Signature ▲ Date ▲
366 Print Name & Title ►

367 (x) _____
368 Seller's Signature ▲ Print Name ► Date ▲

369 x) _____
Seller's Signature ▲ Print Name ► Date ▲

370 x) _____
371 Seller's Signature ▲ Print Name ► Date ▲

372 x) _____
Seller's Signature ▲ Print Name ► Date ▲

373 _____
374 Firm Name ▲

375 (x) _____
376 Agent's Signature ▲ Print Name ► Date ▲

WB-6 BUSINESS LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

1 **SELLER GIVES THE FIRM THE EXCLUSIVE RIGHT TO SELL THE ASSETS ON THE FOLLOWING TERMS:**
2 Business Name (include both legal and any trade name): _____

3 _____
4 Type of Business Entity (e.g., corporation, LLC, partnership, sole proprietorship, etc.): _____

5 _____
6 Business Description and Current Location of Assets: _____

7 _____
8 (lines 2-7 hereinafter referred to as the "Business"). Insert additional description, if any, at lines 254-272 or attach as an addendum per line 345.

9 ■ **INCLUDED IN LIST PRICE:** Seller shall include in the list price (unless excluded at lines 32-35) and transfer, free and clear of encumbrances, the
10 Assets of the Business including all goodwill, stock-in-trade, trade fixtures, accounts receivable, Business Personal Property, the interest in Real
11 Estate (if included on lines 22-31), Fixtures (if interest in Real Estate is included), and the following additional property: _____

12 _____
13 _____
14 _____

15 **STRIKE AND COMPLETE AS APPLICABLE** (hereinafter collectively the "Assets").

16 Seller shall convey Business Personal Property and any other personal property by Bill of Sale or _____

17 _____
18 free and clear of all liens and encumbrances except _____

19 _____
20 ■ **INTEREST IN REAL ESTATE** **CHECK BOX ON LINE 21 or 22, AS APPLICABLE**

21 **NO INTEREST IN REAL ESTATE INCLUDED IN LIST PRICE**

22 **DESCRIPTION OF INTEREST IN REAL ESTATE INCLUDED IN LIST PRICE:**

23 Street address is: _____

24 _____ in the _____

25 of _____, County of _____, Wisconsin (the "Real Estate").

26 The Real Estate is owned by: _____

27 The Real Estate is leased to: _____ (see lines 204-208)

28 The interest in the Real Estate included in the list price is: ownership leasehold assignment of existing lease

29 other: _____ Insert any additional description,

30 including further description of the type of interest in the Real Estate that is included in list price, at lines 254-272 or attach as an addendum per

31 line 345.

32 ■ **NOT INCLUDED IN LIST PRICE:** _____

33 _____

34 _____

35 **CAUTION: Identify any Fixtures, trade fixtures and Business Personal Property to be excluded by Seller (see lines 32-34 and 281-288).**

36 ■ **LIST PRICE:** _____ Dollars (\$ _____).

37 **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Assets. The marketing may include:

38 _____

39 _____

40 The Firm and its agents may advertise the following special financing and incentives offered by Seller: _____

41 _____

42 Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See lines 182-187 regarding the Firm's role as marketing agent

43 and Seller's duty to notify the Firm of any potential buyers known to Seller. Seller agrees that the Firm and its agents may market other assets and

44 properties during the term of this Listing.

45 **COMPENSATION TO OTHERS** The Firm offers the following commission to cooperating firms working with buyers such as subagents and buyer's

46 firms: _____

47 _____

48 (Exceptions if any): _____

49 **There is no standard market commission rate. Commissions and types of service may vary by firm and are negotiable based on the firm**

50 **you hire. Compensation to others may be offered to firms acting as subagents and firms representing buyers as incentive to participate**

51 **in the sale of firms' listings through multiple listing services or in compensation agreements.**

52 **COMMISSION** Seller and the Firm agree the Firm's commission shall be _____

53 _____

54 _____

55 ■ **EARNED:** Seller shall pay the Firm's commission, which shall be earned if, during the term of this Listing:

56 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Assets;

- 57 2) Seller grants an option to purchase all or any part of the Assets which is subsequently exercised;
 58 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Assets;
 59 4) A transaction occurs which causes an effective change of ownership, management or control of all or any part of the Assets from Seller to a third
 60 party, other than in the ordinary course of business;
 61 5) A transfer or sale of any stock, shares, membership or partnership interest of the Business entity occurs which results in an effective change of
 62 ownership, management or control of the Business;
 63 6) A ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Assets at, or above, the list price and on substantially
 64 the same terms set forth in this Listing and the current WB-16 Offer To Purchase - Business With Real Estate (if real property is included in the list
 65 price) or WB-17 Offer To Purchase - Business Without Real Estate, even if Seller does not accept this buyer's offer. A buyer is ready, willing and
 66 able when the buyer submitting the written offer has the ability to complete the buyer's obligations under the written offer;
 67 7) Seller enters into a management contract involving all or any part of the Assets during the term of this Listing;
 68 8) Seller enters into lease(s) involving all or any part of the Assets during the term of this Listing, other than in the ordinary course of business.

69 **NOTE: Each item on lines 56-68 is a commissionable event and the commission due shall be the aggregate of the amounts earned for all**
 70 **commissionable events. This may require allocation of list price or fair market value among Assets.**

71 The Firm's commission shall be earned if, during the term of the Listing, one owner of the Assets sells, conveys, exchanges or options, as described
 72 above, an interest in all or any part of the Assets to another owner, except by divorce judgment.

73 ■ **DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable in full at the earlier of closing or the date set for closing, even if the
 74 transaction does not close, unless otherwise agreed in writing.

75 ■ **CALCULATION:** A percentage commission shall be calculated based on the following, if earned above:

- 76 • Under 1) or 2) the purchase price.
- 77 • Under 4), 5), 6), 7), 8), or 3) (if an exchange of all Assets), the list price if the entire Property is involved.
- 78 • Under 3) if the exchange does not involve all Assets, the fair market value of the Assets exchanged.

79 "Purchase price" shall include all consideration received by Seller including, but not limited to, buyer assumptions of debt, any Seller provided
 80 financing and all consideration received by other selling or transferring parties, as the case may be.

81 **NOTE: If a commission is earned for a portion of the Assets it does not terminate the Listing as to any remaining Assets.**

82 **BUYER FINANCIAL CAPABILITY** The Firm and its agents are not responsible under Wisconsin statutes or regulations to qualify a buyer's financial
 83 capability. If Seller wishes to confirm a buyer's financial capability, Seller may negotiate inclusion of a contingency for financing, proof of funds, qualification
 84 from a lender, sale of buyer's property, or other confirmation in any offer to purchase or contract.

85 **DISCLOSURE TO CLIENTS**

86 Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe certain duties to all parties to a
 87 transaction:

- 88 (a) The duty to provide brokerage services to you fairly and honestly.
- 89 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 90 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless disclosure of the
 91 information is prohibited by law.
- 92 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the information is prohibited by law.
 93 (See lines 303-305.)
- 94 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your confidential information or the
 95 confidential information of other parties. (See lines 145-162.)
- 96 (f) The duty to safeguard trust funds and other property the firm and its agents holds.
- 97 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and
 98 disadvantages of the proposals.

99 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.** 100 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

- 101 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect your transaction, unless you
 102 release the firm from this duty.
 - 103 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse Facts.
 - 104 (c) The firm and its agents will fulfill the broker's obligations under the agency agreement and fulfill your lawful requests that are within the scope of
 105 the agency agreement.
 - 106 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
 - 107 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless required by law, give
 108 information or advice to other parties who are not the firm's clients, if giving the information or advice is contrary to your interests.
- 109 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation relationship"), different duties may
 110 apply.

111 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

112 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a party in the same transaction.
 113 If you and the firm's other clients in the transaction consent, the firm may provide services through designated agency, which is one type of multiple
 114 representation relationship.

115 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or clients in the transaction, and
 116 the firm's duties to you as a client will remain the same. Each agent will provide information, opinions, and advice to the client for whom the agent is

117 negotiating, to assist the client in the negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even
118 if the information, opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal any of your
119 confidential information to another party unless required to do so by law.

120 ■ If a designated agency relationship is not authorized by you or other clients in the transaction you may authorize or reject a multiple representation
121 relationship in which the firm may provide brokerage services to more than one client in a transaction but neither the firm nor any of its agents may
122 assist any client with information, opinions, and advice which may favor the interests of one client over any other client. Under this neutral approach,
123 the same agent may represent more than one client in a transaction.

124 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage services to more than one client in
125 the transaction.

126 **CHECK ONLY ONE OF THE THREE BELOW:**

127 The same firm may represent me and the other party as long as the same agent is not representing us both.
128 (multiple representation relationship with designated agency).

129 The same firm may represent me and the other party, but the firm must remain neutral regardless if one or more
130 different agents are involved. (multiple representation relationship without designated agency)

131 The same firm cannot represent both me and the other party in the same transaction. (I reject multiple
132 representation relationships)

133 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may modify this selection by**
134 **written notice to the firm at any time. Your firm is required to disclose to you in your agency agreement the commission or fees that you**
135 **may owe to your firm. If you have any questions about the commission or fees that you may owe based upon the type of agency**
136 **relationship you select with your firm you should ask your firm before signing the agency agreement.**

137 **SUBAGENCY**

138 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by providing brokerage
139 services for your benefit. A subagent firm and the agents associated with the subagent firm will not put their own interests ahead of your interests. A
140 subagent firm will not, unless required by law, provide advice or opinions to other parties if doing so is contrary to your interests.

141 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage services, but if you need legal**
142 **advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector.**

143 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
144 to you under section 452.133(2) of the Wisconsin statutes.

145 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to the Firm or its agents in
146 confidence, or any information obtained by the Firm and its agents that a reasonable person would want to be kept confidential, unless the
147 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
148 information confidential after the Firm is no longer providing brokerage services to you.

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

- 150 1) Material Adverse Facts, as defined in section 452.01(5g) of the Wisconsin statutes (see lines 303-305).
- 151 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on the property or real estate
152 that is the subject of the transaction.

153 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that information below (see lines
154 155-158). At a later time, you may also provide the Firm with other information you consider to be confidential.

155 **CONFIDENTIAL INFORMATION:** _____
156 _____
157 _____
158 _____

159 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by the Firm and its agents): _____
160 _____
161 _____
162 _____

163 **SELLER RESPONSIBILITIES** Seller agrees to hold the Firm and its agents harmless as to any losses suffered by them because of any breach of
164 contract by Seller where the Firm has acted as agent for Seller according to terms and conditions set forth in this Listing, including but not limited to,
165 the payment of costs and reasonable attorney fees required to defend the Firm and its agents from claims by a buyer of the Assets. Seller is aware
166 that there is a potential risk of injury, damage, loss or theft involving persons attending an individual showing of the Assets. Seller accepts
167 responsibility for preparing the Assets to minimize the likelihood of personal injury, property damage, loss or theft. Seller agrees to hold the Firm and
168 its agents harmless for any losses or liability resulting from personal injury, property damage, loss or theft occurring during the term of this listing,
169 other than those caused by the negligence or intentional wrongdoing of the Firm or its agents. Seller acknowledges that showings may be conducted
170 by licensees other than the Firm, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by agents of
171 the Firm or other licensees, and that buyers or licensees may be present at all inspections and testing and may photograph or videotape the Assets
172 unless otherwise provided for in additional provisions at lines 254-272 or in an addendum per line 345.

173 **SELLER'S DISCLOSURE REPORT(S)** If there is an interest in Real Estate included in the list price, Seller agrees to complete and provide the
 174 Firm with a written property condition report or vacant land disclosure report as applicable or required by law. The Firm may also request that Seller
 175 complete disclosure report(s) pertaining to Assets other than Real Estate and Seller agrees to complete and provide such written report(s). Seller
 176 agrees to complete all reports to the best of Seller's knowledge. Seller agrees to promptly amend the report(s) to include any information that would
 177 change a response if Seller learns of such information after completion of the report(s), but before acceptance of a buyer's offer to purchase. Seller
 178 authorizes the Firm and its agents to distribute any report(s) completed by Seller regarding the Real Estate or Assets other than Real Estate to all
 179 interested parties and their agents inquiring about the Assets. Seller acknowledges that the Firm and its agents have a duty to disclose all Material
 180 Adverse Facts, as required by law.

181 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR DAMAGES AND COSTS.**

182 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with the Firm in the Firm's marketing efforts and to provide
 183 the Firm with all records, documents and other material in Seller's possession or control which are required in connection with the sale. Seller
 184 authorizes the Firm and its agents to do those acts reasonably necessary to effect a sale and Seller agrees to cooperate fully with these efforts which
 185 may include Internet advertising or a lockbox system on the Real Estate. Seller shall promptly refer all persons making inquiries concerning the
 186 Assets to the Firm and notify the Firm in writing of the names and contact information of any potential buyers known to Seller, who contact Seller or
 187 with whom Seller negotiates or who view the Assets with Seller during the term of this Listing.

188 **SELLER AUTHORITY** Seller represents that Seller has authority to sign this Listing and negotiate the sale of the Assets. If Seller is an entity, Seller
 189 agrees, within 15 days of the execution of this Listing, to provide the Firm with a copy of document(s) confirming the authority to negotiate the sale of
 190 the Assets.

191 **DOCUMENTS AND RECORDS** Seller agrees to promptly deliver all financial, business or other records, documents or materials related to the
 192 Assets or transaction which are required in connection with the marketing or sale. **Seller warrants that all written documents and records given
 193 to the Firm in conjunction with the marketing or sale of the Assets shall be true and accurate.** Seller agrees to hold the Firm and its agents
 194 harmless from loss or liability resulting from their use of these documents and records, including but not limited to, the payment of costs and
 195 reasonable attorney fees in the event of any suit against the firm or its agents arising out of the use of these documents and records. Seller
 196 authorizes the Firm and its agents to distribute any or all of the documents and records given to the Firm to prospective buyers and their business,
 197 legal or tax counsel.

198 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon receipt of a written request from
 199 Seller or a firm who has listed the Assets, the Firm agrees to promptly deliver to Seller a written list of those buyers known by the Firm and its agents
 200 to whom the extension period applies. Should this Listing be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing
 201 shall be extended for Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 222-229).

202 **OCCUPANCY** Unless otherwise provided, Seller agrees to give buyer occupancy of the Real Estate at time of closing and to have the Real Estate
 203 free of all debris and personal property except for personal property belonging to current tenants, sold to buyer or left with buyer's consent.

204 **LEASED PROPERTY** If any Assets are currently leased to third parties and the lease(s) will extend beyond closing, Seller shall assign Seller's
 205 rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed-upon prorations) thereunder to buyer at closing.
 206 Seller acknowledges that Seller remains liable under the lease(s) unless released by tenants.

207 **CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the lease(s) unless released by
 208 tenants.**

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

211 **NON-DISCRIMINATION** Seller and the Firm and its agents agree that they will not discriminate against any prospective buyer on
 212 account of race, color, sex, sexual orientation as defined in Wis. Stat. § 111.32(13m), disability, religion, national origin, marital status,
 213 lawful source of income, age, ancestry, family status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other
 214 unlawful manner.

215 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the Firm's trust account.
 216 The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money, the Firm shall hold and disburse the
 217 earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch. REEB 18. If the transaction fails to close and the Seller
 218 requests and receives the earnest money as the total liquidated damages, then upon disbursement to Seller, the earnest money shall be paid first to
 219 reimburse the Firm for cash advances made by the Firm on behalf of Seller and one half of the balance, but not in excess of the agreed commission,
 220 shall be paid to the Firm as full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment to the
 221 Firm shall not terminate this Listing.

222 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a material breach of contract
 223 by the other party. Seller understands that the parties to the Listing are Seller and the Firm. Agents for the Firm do not have the authority to enter into
 224 a mutual agreement to terminate the Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the
 225 agent(s)' supervising broker. Seller and the Firm agree that any termination of this Listing by either party before the date stated on line 347 shall be
 226 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 325-344 and effective by the Firm only if stated in
 227 writing by the supervising broker and delivered to Seller in accordance with lines 325-344.

228 **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to potentially be liable for
 229 damages.**

230 **DISPUTE RESOLUTION** The Parties understand that if there is a dispute about this Listing or an alleged breach, and the Parties cannot resolve the
231 dispute by mutual agreement, the Parties may consider alternative dispute resolution instead of judicial resolution in court. Alternative dispute
232 resolution may include mediation and binding arbitration. Should the Parties desire to submit any potential dispute to alternative dispute resolution, it
233 is recommended that the Parties add such in Additional Provisions or in an Addendum.

234 **NOTE: Wis. Stat. § 452.142 places a time limit on the commencement of legal actions arising out of this Listing.**

235 **LIEN NOTICE** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a broker lien for commissions or compensation
236 earned but not paid when due against the commercial real estate, or the interest in the commercial real estate, if any, that is the subject of this
237 Listing. "Commercial real estate" includes all real estate except (a) real property containing 8 or fewer dwelling units, (b) real property that is zoned for
238 residential purposes and that does not contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

239 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its agents will work and cooperate
240 with other firms and agents in marketing the Assets, including firms acting as subagents (other firms engaged by the Firm - see lines 137-140) and
241 firms representing buyers. Cooperation includes providing access to the Assets for showing purposes and presenting offers and other proposals
242 from these firms to Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to attend
243 showings, and the specific terms of offers which should not be submitted to Seller: _____
244 _____

245 **CAUTION: Limiting the Firm's cooperation with other firms may reduce the marketability of the Assets.**

246 **EXCLUSIONS** All persons who may acquire an interest in the Assets who are Protected Buyers under a prior listing contract are excluded from this
247 Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing. Within seven days of the date of this Listing, Seller agrees to
248 deliver to the Firm a written list of all such Protected Buyers.

249 **NOTE: If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.**

250 The following other buyers _____
251 _____ are excluded
252 from this Listing until _____ [INSERT DATE]. These other buyers are no longer excluded from this Listing after
253 the specified date unless, on or before the specified date, Seller has either accepted a written offer from the buyer or sold the Assets to the buyer.

254 **ADDITIONAL PROVISIONS** _____
255 _____
256 _____
257 _____
258 _____
259 _____
260 _____
261 _____
262 _____
263 _____
264 _____
265 _____
266 _____
267 _____
268 _____
269 _____
270 _____
271 _____
272 _____

273 **DEFINITIONS** As used in this Listing, the following definitions apply:

- 274 ■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:
275 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
276 1) Significantly and adversely affecting the value of the property;
277 2) Significantly reducing the structural integrity of improvements to real estate; or
278 3) Presenting a significant health risk to occupants of the property.
279 (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
280 agreement made concerning the transaction.

281 ■ **BUSINESS PERSONAL PROPERTY:** "Business Personal Property" is defined as all tangible and intangible personal property and rights in
282 personal property owned by Seller and used in the Business, including, but not limited to, furniture, trade fixtures and equipment, tools used in
283 business, telephone numbers and listings if transferable, customer lists, trade names, intellectual property, Internet domain names, digital media,
284 digital marketing, databases, business records, supplies, leases, advance lease deposits, customer deposits, signs, all other personal property used
285 in the Business, and if transferable, all permits, special licenses and franchises, except those assets disposed of in the ordinary course of business
286 or as permitted by the offer.

287 **CAUTION: Identify on lines 32-35 Business Personal Property not included in the list price or not exclusively owned by Seller, such as**
288 **licensed or rented personal property, tenants' personal property and tenants' trade fixtures.**

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

291 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

292 ■ **FIXTURES:** "Fixture" is an item of property which is physically attached to or so closely associated with land or buildings so as to be treated as part
293 of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically
294 adapted to the premises, and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen
295 and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling
296 units and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
297 attached antennas and satellite dishes; audio/visual wall mounting brackets (but not the audio/visual equipment); garage door openers and remote
298 controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances;
299 ceiling fans; fences; in-ground pet containment systems (but not the collars); storage buildings on permanent foundations and docks/piers on
300 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Real Estate.

301 **CAUTION: If an interest in real estate is included in the list price, identify on lines 32-35 Fixtures not included in the list price or not**
302 **exclusively owned by Seller, such as rented Fixtures.**

303 ■ **MATERIAL ADVERSE FACT:** "Material Adverse Fact" means an Adverse Fact that a party indicates is of such significance, or that is generally
304 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
305 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.

306 ■ **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" shall mean any person joined in interest with buyer, or otherwise
307 acting on behalf of buyer, including but not limited to buyer's immediate family, agents, servants, employees, directors, managers, members, officers,
308 owners, partners, incorporators and organizers, as well as any and all corporations, partnerships, limited liability companies, trusts or other entities
309 created or controlled by, affiliated with or owned by buyer, in whole or in part whether created before or after expiration of this Listing.

310 ■ **PROTECTED BUYER:** "Protected Buyer" means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term of this
311 Listing:

- 312 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Assets;
- 313 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential terms upon which the
314 buyer might acquire an interest in the Assets; or
- 315 3) Attends an individual showing of the Assets or communicates with agents of the Firm or cooperating firms regarding any potential terms upon
316 which the buyer might acquire an interest in the Assets, but only if the Firm or its agents deliver the buyer's name to Seller, in writing, no later
317 than three days after the earlier of expiration or termination (lines 222-229) of the Listing. The requirement in 3), to deliver the buyer's name to
318 Seller in writing, may be fulfilled as follows:
- 319 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the individuals in the Listing;
- 320 or
- 321 b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the firm or agents with
322 whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

323 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on behalf of a Protected Buyer, who
324 acquires an interest in the Assets during the extension of listing period as noted on lines 198-201.

325 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of documents and written notices to a
326 party shall be effective only when accomplished by one of the methods specified at lines 327-344.

327 (1) **Personal Delivery:** giving the document or written notice personally to the party, or the party's recipient for delivery if named at line 328 or 329.
328 Seller's recipient for delivery (optional): _____
329 Firm's recipient for delivery (optional): _____

330 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
331 Seller: (_____) _____ Firm: (_____) _____

332 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service,
333 addressed either to the party, or to the party's recipient for delivery if named at line 328 or 329, for delivery to the party's delivery address at line 337
334 or 338.

335 (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
336 recipient for delivery if named at line 328 or 329, for delivery to the party's delivery address at line 337 or 338.

337 Delivery address for Seller: _____
338 Delivery address for Firm: _____

339 (5) **E-Mail:** electronically transmitting the document or written notice to the party's e-mail address, if given below at line 343 or 344. If this is a
340 consumer transaction where the property being leased or purchased or the proceeds are used primarily for personal, family or household purposes,
341 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
342 electronic signatures in the transaction, as required by federal law.

343 E-Mail address for Seller: _____
344 E-Mail address for Firm: _____

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

346 **TERM OF THE CONTRACT** From the _____ day of _____, _____ up to the earlier of midnight of the
347 _____ day of _____, _____, or the conveyance of all Assets.

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

THIS LISTING CONTRACT IS FOR SALE OF BUSINESS ASSETS. CONSULT APPROPRIATE ADVISORS FOR TAX, LICENSING, LIABILITY OR RELATED ISSUES. IF SIGNED, THIS LISTING CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND THAT HE/SHE HAS READ ALL 7 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS INCORPORATED INTO THE LISTING.

All persons signing below on behalf of a Seller Entity represent that they have legal authority to sign for and bind the Entity.

NOTE: If signing for an entity use an authorized signature line and print your name and title.

Seller Entity Name (if any) ▲

(x) _____
Authorized Signature ▲ Date ▲
Print Name & Title ►

Seller Entity Name (if any) Print Name ▲

(x) _____
Authorized Signature ▲ Date ▲
Print Name & Title ►

(x) _____
Seller's Signature ▲ Print Name ► Date ▲

(x) _____
Seller's Signature ▲ Print Name ► Date ▲

(x) _____
Seller's Signature ▲ Print Name ► Date ▲

(x) _____
Seller's Signature ▲ Print Name ► Date ▲

Firm Name ▲

(x) _____
Agent's Signature ▲ Print Name ► Date ▲

WB-36 BUYER AGENCY AGREEMENT

1 ■ **EXCLUSIVE AUTHORITY TO ACT AS BUYER'S AGENT:** Buyer gives the Firm and its agents the exclusive right to act
2 as Buyer's Agent to Locate an Interest in Property and to Negotiate the Acquisition of an Interest in Property for Buyer,
3 except as excluded under lines 14-29. Buyer agrees that during the term of this Agreement, Buyer will not enter into any
4 other agreements to retain any other buyer's agent(s), except for the excluded properties described in lines 14-29.

5 **If Buyer has contact, or has had previous contact with an owner, a firm or its agents in locating**
6 **and/or negotiating the acquisition of an Interest in Property and Buyer's contact with those parties**
7 **results in the Firm not collecting full compensation under this Agreement from the owner or the**
8 **owner's agent, Buyer shall be responsible to pay any uncollected amount.**

9 ■ **PURCHASE PRICE RANGE:** _____
10 The purchase price range provides initial search parameters, but the Firm's authority under this Agreement extends to
11 all property within the state of Wisconsin except for those properties excluded as Excluded Properties on lines 14-17
12 and applies to any properties under Excluded Properties Subject to a Prior Agreement on lines 18-26 and under Limited
13 Exclusion Properties on lines 27-29, after the applicable time for the exclusion has ended.

14 ■ **EXCLUDED PROPERTIES:** Identify any specific properties or limitations on the scope of this Agreement, including
15 geographic limitations or limitations on types of properties included under this Agreement, by excluding the following
16 from this Agreement: _____
17 _____.

18 ■ **EXCLUDED PROPERTIES SUBJECT TO A PRIOR AGREEMENT:** The following properties are subject to an
19 extension of agreement term under a prior buyer agency agreement and the exclusion period shall run until the
20 expiration of the prior firm's legal rights: _____
21 _____.

22 **CAUTION: If Buyer does not want this Agreement to apply to properties subject to a prior agency agreement,**
23 **Buyer should identify such properties on lines 20-21. Buyer's failure to exclude from this Agreement a property**
24 **protected under a prior buyer agency agreement(s) may result in Buyer owing commissions under each buyer**
25 **agency agreement. Buyer should consult prior firm(s) or Buyer's legal counsel regarding obligations under any**
26 **prior buyer agency agreement.**

27 ■ **LIMITED EXCLUSION PROPERTIES:** The following properties are excluded from this Agreement until _____
28 [Insert Date]: _____. Insert additional
29 addresses, descriptions, or date limitations, if any, at lines 264-280 or attach as an addendum per lines 281-282.

30 **COMPENSATION** The Firm's compensation for purchase, option, exchange or an effective change in ownership or
31 control shall be: **COMPLETE AS APPLICABLE**

32 **COMMISSION:** Buyer and the Firm agree the Firm's commission shall be _____
33 _____.

34 ■ **COMMISSION EARNED:** The Firm has earned the Firm's commission if during the term of this Agreement (or any
35 extension of it), Buyer or any Person Acting on Behalf of Buyer acquires an Interest in Property or enters into an
36 enforceable written contract to acquire an Interest in Property, at any terms and price acceptable to owner and Buyer,
37 regardless of the purchase price range.

38 ■ **COMMISSION DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable at the earlier of closing or
39 the date set for closing, even if the transaction does not close, unless otherwise agreed in writing.

40 ■ **COMMISSION CALCULATION:** A percentage commission shall be calculated based on the following if earned above:
41 (i) for a purchase or option, the total consideration in the transaction, or (ii) for an exchange or an effective change in
42 ownership or control, the fair market value of the Property in the transaction.

43 ■ **OTHER COMPENSATION:** _____
44 _____.

45 **[INSERT AMOUNTS AND TYPES OF FEES (E.G., RETAINER, ADVANCE, HOURLY, ETC. AND INDICATE WHEN**
46 **DUE AND PAYABLE.]**

47 ■ **PAYMENT BY OWNER OR OWNER'S AGENT:** The Firm is hereby authorized to seek payment of commission from the
48 owner (e.g., seller) or the owner's agent (e.g., listing firm through the multiple listing service or compensation agreements)
49 provided that all parties to the transaction give prior written consent. Buyer shall pay the Firm's compensation, reduced by
50 any amounts the Firm receives from the owner or the owner's agent.

51 **There is no standard market commission rate. Commissions and types of service may vary by firm and are**
52 **negotiable based on the firm you hire.**

53 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the
 54 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,
 55 the Firm shall hold and disburse earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch. REEB
 56 18. If the transaction fails to close and the earnest money is disbursed to Buyer, then upon disbursement to Buyer the earnest
 57 money shall be paid first to reimburse the Firm for cash advances made by the Firm on behalf of Buyer.

58 **FIRM'S DUTIES** In consideration for Buyer's agreements, the Firm and its agents agree to use professional knowledge
 59 and skills, and reasonable efforts, within the scope of Wis. Stat. Ch. 452 and in accordance with applicable law, to assist
 60 Buyer to Locate an Interest in Property and Negotiate the Acquisition of an Interest in Property, as applicable.

61 **COOPERATION** Buyer agrees to cooperate with the Firm and its agents and to provide them accurate copies of all
 62 relevant records, documents and other materials in Buyer's possession or control which are required in connection with the
 63 purchase, option, or exchange of Property. Buyer agrees to be reasonably available for showings of properties. Buyer
 64 authorizes the Firm and its agents to do those acts reasonably necessary to fulfill the Firm's responsibilities under this
 65 Agreement including retaining subagents. Buyer shall promptly notify the Firm in writing of the description of any Property
 66 Buyer locates and shall inform other firms, agents, sellers, property owners, etc., with whom Buyer comes into contact that
 67 the Firm represents Buyer as Buyer's Agent for the purpose of acquiring an Interest in Property and refer all such persons to
 68 the Firm. Buyer shall also notify the Firm of the identity of all persons making inquiries concerning Buyer's objectives stated
 69 in this Agreement.

70 **DISCLOSURE TO CLIENTS**

71 Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe
 72 certain duties to all parties to a transaction:

- 73 (a) The duty to provide brokerage services to you fairly and honestly.
- 74 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 75 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
 76 unless disclosure of the information is prohibited by law.
- 77 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
 78 information is prohibited by law. (See lines 193-196.)
- 79 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
 80 confidential information or the confidential information of other parties. (See lines 137-156.)
- 81 (f) The duty to safeguard trust funds and other property, the firm or its agents holds.
- 82 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
 83 advantages and disadvantages of the proposals.

84 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.** 85 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

- 86 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect
 87 your transaction, unless you release the firm from this duty.
 - 88 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse Facts.
 - 89 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests
 90 that are within the scope of the agency agreement.
 - 91 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
 - 92 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless
 93 required by law, give information or advice to other parties who are not the firm's clients, if giving the information or
 94 advice is contrary to your interests.
- 95 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation
 96 relationship"), different duties may apply.

97 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

- 98 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a
 99 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services
 100 through designated agency, which is one type of multiple representation relationship.
- 101 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or
 102 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide
 103 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.
 104 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,
 105 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal
 106 any of your confidential information to another party unless required to do so by law.

107 ■ If a designated agency relationship is not authorized by you or other clients in the transaction, you may still authorize
 108 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more
 109 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,
 110 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same
 111 agent may represent more than one client in a transaction.
 112 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage
 113 services to more than one client in the transaction.

114 **CHECK ONLY ONE OF THE THREE BELOW:**

- 115 The same firm may represent me and the other party as long as the same agent is not
 116 representing us both. (multiple representation relationship with designated agency)
- 117 The same firm may represent me and the other party, but the firm must remain neutral
 118 regardless if one or more different agents are involved. (multiple representation relationship
 119 without designated agency)
- 120 The same firm cannot represent both me and the other party in the same transaction. (I reject
 121 multiple representation relationships)

122 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may**
 123 **modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your**
 124 **agency agreement the commission or fees that you may owe to your firm. If you have any questions about the**
 125 **commission or fees that you may owe based upon the type of agency relationship you select with your firm,**
 126 **you should ask your firm before signing the agency agreement.**

127 **SUBAGENCY**

128 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by
 129 providing brokerage services for your benefit. A subagent firm and the agents with the subagent firm will not put their own
 130 interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to other parties
 131 if doing so is contrary to your interests.

132 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage**
 133 **services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax**
 134 **advisor, or home inspector.**

135 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language
 136 summary of the duties owed to you under section 452.133(2) of the Wisconsin statutes.

137 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to
 138 the Firm or its agents in confidence, or any information obtained by the Firm and its agents that a reasonable person
 139 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to disclose
 140 particular information. The Firm and its agents shall continue to keep the information confidential after the Firm is no
 141 longer providing brokerage services to you.

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

- 143 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes. (See lines 193-196).
- 144 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
 145 the property or real estate that is the subject of the transaction.

146 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
 147 information below (see lines 149-151). At a later time, you may also provide the Firm with other information you consider
 148 to be confidential.

149 **CONFIDENTIAL INFORMATION:** _____
 150 _____
 151 _____.

152 **NON-CONFIDENTIAL INFORMATION:** The Firm and its agents have permission to disclose Buyer's identity and financial
 153 qualification information to an owner, owner's agents and other third parties without prior consent from Buyer, unless
 154 otherwise provided on lines 149-151. The Firm and its agents may also disclose the following: _____
 155 _____
 156 _____.

157 **NON-EXCLUSIVE RELATIONSHIP** Buyer acknowledges and agrees that the Firm and its agents may act for other buyers
 158 in connection with the location of properties and may negotiate on behalf of such buyers with the owner or owner's agent. In
 159 the event that the Firm or its agents undertake to represent and act for other buyers, the Firm and its agents shall not disclose
 160 to Buyer, or any other buyer, any confidential information of any buyer, unless required by law.

161 **NON DISCRIMINATION** Buyer and the Firm and its agents agree that they will not discriminate based on race,
 162 color, sex, sexual orientation as defined in Wisconsin Statutes § 111.32(13m), disability, religion, national
 163 origin, marital status, lawful source of income, age, ancestry, family status, status as a victim of domestic
 164 abuse, sexual assault, or stalking, or in any other unlawful manner.

165 **DISPUTE RESOLUTION** The Parties understand that if there is a dispute about this Agreement or an alleged breach,
 166 and the Parties cannot resolve the dispute by mutual agreement, the Parties may consider alternative dispute resolution
 167 instead of judicial resolution in court. Alternative dispute resolution may include mediation and binding arbitration.
 168 Should the Parties desire to submit any potential dispute to alternative dispute resolution, it is recommended that the
 169 Parties add such in Additional Provisions or in an Addendum.

170 **NOTE: Wis. Stat. § 452.142 places a time limit on the commencement of legal actions arising out of this**
 171 **Agreement.**

172 **PROPERTY DIMENSIONS** Buyer acknowledges that real property dimensions, total square footage and total acreage
 173 information provided to Buyer may be approximate due to rounding and may vary due to different formulas which can be
 174 used to calculate these figures. Unless otherwise indicated, property dimension figures have not been verified by survey.
 175 **CAUTION: Buyer should verify any property dimension or total square footage/acreage calculation which is**
 176 **material to Buyer.**

177 **DEFINITIONS** As used in this Agreement, the following definitions apply:

178 ■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:

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

- 180 1) Significantly and adversely affecting the value of the Property;
- 181 2) Significantly reducing the structural integrity of improvements to real estate; or
- 182 3) Presenting a significant health risk to occupants of the Property.

183 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations
 184 under a contract or agreement made concerning the transaction.

185 ■ **BUYER:** "Buyer" means the party executing this Agreement.

186 ■ **DEADLINES-DAYS:** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated
 187 by excluding the day the event occurred and by counting subsequent calendar days.

188 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

189 ■ **INTEREST IN PROPERTY:** "Interest in Property" means a purchase, option, exchange or other acquisition interest in
 190 Property unless specifically excluded at lines 14-29 or in additional provisions (lines 264-280) or elsewhere in this Agreement.

191 ■ **LOCATE AN INTEREST IN PROPERTY:** "Locate an Interest in Property" means to identify, evaluate, and determine
 192 the availability of an Interest in Property sought by Buyer with the cooperation of Buyer.

193 ■ **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such
 194 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable party,
 195 that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or affects
 196 or would affect the party's decision about the terms of such a contract or agreement.

197 ■ **NEGOTIATE THE ACQUISITION OF AN INTEREST IN PROPERTY:** "Negotiate the Acquisition of an Interest in
 198 Property" means to assist a Buyer, within the scope of this Agreement, to ascertain terms and conditions upon which an
 199 Interest in Property may be acquired, which may include facilitating or participating in the discussions of the terms of a
 200 potential contract, completing appropriate contractual forms, presenting either party's contractual proposal with an
 201 explanation of the proposal's advantages and disadvantages, or otherwise assisting Buyer in reaching an agreement to
 202 acquire the Interest in Property sought by Buyer.

203 ■ **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" means any person joined in interest
 204 with Buyer, or otherwise acting on behalf of Buyer, including but not limited to Buyer's immediate family, agents,
 205 employees, directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all
 206 corporations, partnerships, limited liability companies, trusts or other entities controlled by, affiliated with or owned by Buyer
 207 in whole or in part whether created before or after expiration of this Agreement.

208 ■ **PROPERTY:** "Property" means real property located within the state of Wisconsin.

209 ■ **PROTECTED PROPERTY:** "Protected Property" means any Property that during the term of this Agreement is:

- 210 1) The subject of a written proposal by Buyer, or Person Acting on Behalf of Buyer, submitted to the Property owner
 211 or owner's agent;
- 212 2) Viewed by Buyer, or Person Acting on Behalf of Buyer, with the owner or owner's agent, or directly negotiated for
 213 by Buyer, or Person Acting on Behalf of Buyer. Direct negotiation means communicating with the owner or
 214 owner's agent regarding any potential terms on which Buyer might acquire an Interest in Property; or
- 215 3) Located or negotiated for by the Firm or its agents, but only if the Firm or its agents deliver the description of the
 216 Property to Buyer, in writing, no later than three days after the earlier of expiration or termination (lines 226-234) of
 217 this Agreement. No written notice shall be required if the Buyer viewed the Property with the Firm or its agents.

218 **LIEN NOTICE** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for commissions
219 or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial real
220 estate, if any, that is the subject of this Agreement. "Commercial real estate" includes all real estate except (a) real
221 property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not
222 contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

223 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and
224 persons registered with that registry by contacting the Wisconsin Department of Corrections on the Internet at
225 <http://www.doc.wi.gov> or by telephone at (608) 240-5830.

226 **TERMINATION OF AGREEMENT** Neither Buyer nor the Firm has the legal right to unilaterally terminate this Agreement
227 absent a material breach of contract by the other party. Buyer understands that the parties to this Agreement are Buyer and
228 the Firm. Agents for the Firm do not have the authority to enter into a mutual agreement to terminate this Agreement, amend
229 the compensation terms or shorten the term of this Agreement, without the written consent of the agent(s)' supervising broker.
230 Buyer and the Firm agree that any termination of this Agreement by either party before the date stated on line 284 shall
231 be effective by Buyer only if stated in writing and delivered to the Firm in accordance with lines 241-263 and effective by
232 the Firm only if stated in writing by the supervising broker and delivered to Buyer in accordance with lines 241-263.

233 **CAUTION: Early termination of this Agreement may be a breach of contract, causing the terminating party to**
234 **potentially be liable for damages.**

235 **EXTENSION OF AGREEMENT TERM** The Agreement term is extended for a period of one year as to any Protected
236 Property under this Agreement. Upon receipt of written request from Buyer or a firm that has a new buyer agency
237 agreement with Buyer, the Firm agrees to promptly deliver to Buyer a written list of those Protected Properties known by
238 the Firm and its agents to which the extension period applies. Should this Agreement be terminated by Buyer prior to the
239 expiration of the term stated in this Agreement, this Agreement shall be extended for Protected Properties, on the same
240 terms, for one year after the Agreement is terminated (lines 226-234).

241 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Agreement, delivery of
242 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at
243 lines 244-263.

244 (1) Personal Delivery: giving the document or written notice personally to the party, or the party's recipient for delivery if
245 named at line 246 or 247.

246 Buyer's recipient for delivery (optional): _____

247 Firm's recipient for delivery (optional): _____

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

249 Buyer: (_____) _____ Firm: (_____) _____

250 (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
251 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 246 or
252 247, for delivery to the party's delivery address at line 256 or 257.

253 (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
254 party, or to the party's recipient for delivery if named at line 246 or 247, for delivery to the party's delivery address at line
255 256 or 257.

256 Delivery address for Buyer: _____

257 Delivery address for Firm: _____

258 (5) Email: electronically transmitting the document or written notice to the party's email address, if given below at
259 line 262 or 263. If this is a consumer transaction where the property being purchased or the sale proceeds are used
260 primarily for personal, family or household purposes, each consumer providing an email address below has first
261 consented electronically as required by federal law.

262 Email address for Buyer: _____

263 Email address for Firm: _____

264 **ADDITIONAL PROVISIONS** _____
265 _____
266 _____
267 _____
268 _____
269 _____
270 _____
271 _____
272 _____
273 _____

274 _____
275 _____
276 _____
277 _____
278 _____
279 _____
280 _____

281 **ADDENDA** The attached _____
282 _____ is/are made a part of this Agreement.

283 **TERM OF THE AGREEMENT** From the _____ day of _____,
284 up to and including midnight of the _____ day of _____.
285 Notwithstanding lines 283-284, the Firm and Buyer agree that this Agreement (shall) (shall not) **STRIKE ONE** ("shall" if
286 neither is stricken) end when Buyer acquires an Interest in Property.

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

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299 **■ BY SIGNING BELOW, BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND HAS READ**
300 **ALL 6 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS INCORPORATED INTO THIS**
301 **AGREEMENT.**

302 (x) _____
303 Buyer's Signature ▲ Print Name ► Date ▲

304 (x) _____
305 Buyer's Signature ▲ Print Name ► Date ▲

306 (x) _____
307 Buyer's Signature ▲ Print Name ► Date ▲

308 (x) _____
309 Buyer's Signature ▲ Print Name ► Date ▲

310 _____
311 Buyer Entity Name (if any) ▲

312 (x) _____
313 Authorized Signature ▲ Date ▲
314 Print Name & Title ►

315 _____
316 Firm Name ▲

317 (x) _____
318 Agent's Signature ▲ Print Name ► Date ▲

WB-37 RESIDENTIAL LISTING CONTRACT - EXCLUSIVE RIGHT TO RENT

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

1 **OWNER GIVES THE FIRM 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)
7 (the "Rental Units"), under the terms of this Listing. Insert additional description at lines 275-301 or in an addendum per lines 302-303, as needed.

8 **RENTAL UNITS AND RENTAL TERMS:** List the individual Rental Unit(s) and specify proposed rental terms below or at lines 17-20, 275-301, or
9 attach as an addendum per lines 302-303. Consider addressing furniture, appliances, equipment, designated parking and storage areas, utilities
10 and restrictions on tenant's use and occupancy (pets, smoking, etc.). Also see lines 233-235 regarding repairs/build-outs Owner agrees to
11 complete.

UNIT NO.	RENT	SECURITY DEP.	MINIMUM TERM	CURRENT STATUS	OTHER RENTAL TERMS
	\$	\$			
	\$	\$			
	\$	\$			
	\$	\$			

12 **ADDITIONAL RENTAL TERMS** _____
13 _____
14 _____
15 _____
16 _____

17 **EXCLUSIONS** All persons who may acquire an interest in the Rental Unit(s) as a Protected Tenant under a prior listing contract are excluded from
18 this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing. Within seven days of the date of this Listing, Owner
19 agrees to deliver to the Firm a written list of all such Protected Tenants.

20 **NOTE: If Owner fails to timely deliver this list to the Firm, Owner may be liable to the Firm for damages and costs.**
21 The following other tenants _____
22 _____ are excluded from this Listing until _____ [INSERT DATE].
23 These other tenants are no longer excluded from this Listing after the specified date unless, on or before the specified date, Owner has either
24 entered into a written Rental Agreement with the tenants or rented the Rental Unit(s) to the tenants.

25 **COMMISSION** Owner and the Firm agree the Firm's commission shall be _____
26 _____
27 _____ (indicate how commission will be calculated).

- 28 ■ **EARNED:** Owner shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:
 - 29 1) Owner enters into a Rental Agreement as to a Rental Unit(s); or
 - 30 2) Owner allows a tenant to occupy and pay rent for a Rental Unit(s).
- 31 ■ **DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable in full at the earlier of the execution of the Rental Agreement or
32 the occupancy of the Rental Unit(s), even if the transaction does not close, unless otherwise agreed in writing.

33 **COMPENSATION TO OTHERS** The Firm offers the following commission to cooperating firms working with tenants such as subagents and
34 tenant's firms: _____
35 (Exceptions if any): _____

36 **There is no standard market commission rate. Commissions and types of service may vary by firm and are negotiable based on the firm
37 you hire. Compensation to others may be offered to firms acting as subagents and firms representing tenants as incentive to participate
38 in the renting of firms' listings through multiple listing services or in compensation agreements.**

39 **COOPERATION, ACCESS TO RENTAL UNIT(S) OR PROPOSAL PRESENTATION** The parties agree that the Firm and its agents will work and
40 cooperate with other firms and agents in marketing the Rental Unit(s), including brokers firms acting as subagents (other firms engaged by the Firm
41 - see lines 118-121) and firms representing tenants. Cooperation includes providing access to the Rental Unit(s) for showing purposes and
42 presenting Rental Agreement proposals from these firms to Owner. Note any firms with whom the Firm shall not cooperate, any firms or agents or
43 tenants who shall not be allowed to attend showings, and the specific terms of proposed Rental Agreements which should not be submitted to
44 Owner: _____
45 _____

46 **CAUTION: Limiting the Firm's cooperation with other firms may reduce the marketability of the Rental Unit(s).**

51 **DEFINITIONS** As used in this Listing, the following definitions apply:

52 ■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:

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

- 54 1) Significantly and adversely affecting the value of the Premises;
 55 2) Significantly reducing the structural integrity of improvements to real estate; or
 56 3) Presenting a significant health risk to occupants of the Premises.

57 (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
 58 agreement made concerning the transaction.

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

61 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

62 ■ **LEASE:** "Lease" means an agreement, whether oral or written, for transfer of possession of real property, or both real and personal property, for
 63 a 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
 64 commencement and expiration can be ascertained by reference to some event, such as completion of a building. An agreement for transfer of
 65 possession of only personal property is not a Lease.

66 **DISCLOSURE TO CLIENTS**

67 Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe certain duties to all parties to a
 68 transaction:

69 (a) The duty to provide brokerage services to you fairly and honestly.

70 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.

71 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless disclosure of the
 72 information is prohibited by law.

73 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the information is prohibited by law.
 74 (See lines 180-182.)

75 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your confidential information or the
 76 confidential information of other parties. (See lines 126-141.)

77 (f) The duty to safeguard trust funds and other property the firm or its agents holds.

78 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and
 79 disadvantages of the proposals.

80 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT. A FIRM OWES** 81 **ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

82 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect your transaction, unless you
 83 release the firm from this duty.

84 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse Facts.

85 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests that are within the scope of
 86 the agency agreement.

87 (d) The firm and its agents will negotiate for you, unless you release them from this duty.

88 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless required by law, give
 89 information or advice to other parties who are not the firm's clients, if giving the information or advice is contrary to your interests.

90 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation relationship"), different duties may
 91 apply.

92 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

93 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a party in the same transaction.
 94 If you and the firm's other clients in the transaction consent, the firm may provide services through designated agency, which is one type of
 95 multiple representation relationship.

96 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or clients in the transaction, and
 97 the firm's duties to you as a client will remain the same. Each agent will provide information, opinions, and advice to the client for whom the agent
 98 is negotiating, to assist the client in the negotiations. Each client will be able to receive information, opinions, and advice that will assist the client,
 99 even if the information, opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal
 100 any of your confidential information to another party unless required to do so by law.

101 ■ If a designated agency relationship is not authorized by you or other clients in the transaction you may still authorize or reject a different type of
 102 multiple representation relationship in which the firm may provide brokerage services to more than one client in a transaction but neither the firm
 103 nor any of its agents may assist any client with information, opinions, and advice which may favor the interests of one client over any other client.
 104 Under this neutral approach, the same agent may represent more than one client in a transaction.

105 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage services to more than one client in
 106 the transaction.

107

CHECK ONLY ONE OF THE THREE BELOW:

108 The same firm may represent me and the other party as long as the same agent is not representing us both (multiple
109 representation relationship with designated agency).

110 The same firm may represent me and the other party, but the firm must remain neutral regardless if one or more different
111 agents are involved (multiple representation relationship without designated agency).

112 The same firm cannot represent both me and the other party in the same transaction (I reject multiple representation
113 relationships).

114 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may modify this selection by**
115 **written notice to the firm at any time. Your firm is required to disclose to you in your agency agreement the commission or fees that you**
116 **may owe to your firm. If you have any questions about the commission or fees that you may owe based upon the type of agency**
117 **relationship you select with your firm, you should ask your firm before signing the agency agreement.**

118 **SUBAGENCY**

119 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by providing brokerage
120 services for your benefit. A subagent firm and the agents associated with the subagent firm will not put their own interests ahead of your interests.
121 A subagent firm will not, unless required by law, provide advice or opinions to other parties if doing so is contrary to your interests.

122 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage services, but if you need legal**
123 **advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector.**

124 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language summary of a firm's duties
125 to you under section 452.133 (2) of the Wisconsin statutes.

126 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to the Firm or its agents in
127 confidence, or any information obtained by the Firm and its agents that a reasonable person would want to be kept confidential, unless the information
128 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
129 confidential after the Firm is no longer providing brokerage services to you.

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

- 131 1) Material Adverse Facts, as defined in section 452.01(5g) of the Wisconsin statutes (see lines 180-182).
- 132 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on the property or real estate
133 that is the subject of the transaction.

134 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that information below (see
135 lines 136-138). At a later time, you may also provide the Firm with other information you consider to be confidential.

136 **CONFIDENTIAL INFORMATION:** _____

137 _____

138 _____

139 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by the Firm and its agents): _____

140 _____

141 _____

142 **MARKETING AND OWNER AUTHORIZATION** Owner authorizes and the Firm and its agents agree to use reasonable efforts to market and rent
143 the Rental Unit(s). The marketing may include use of a multiple listing service, Internet advertising, a lockbox system on the Rental Unit(s) and:

144 _____

145 _____. The Firm and its agents may

146 advertise the following incentives, repairs, build-outs, credits, etc. offered by Owner: _____

147 _____

148 Owner agrees that the Firm and its agents may market other properties during the term of this Listing.

149 The Firm and its agents may perform the following additional services: **COMPLETE AND CHECK AS APPLICABLE**

150 Solicit tenant applications

151 Qualify and approve prospective tenants

152 Negotiate Rental Agreements of the Rental Unit(s)

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

154 Execute written Rental Agreements on behalf of Owner

155 Other: _____

156 Other: _____

157 **NOTE: This is not a property management agreement and this Listing does not obligate the Firm and its agents to perform any property**
158 **management duties, including maintenance, unless specified at lines 275-301 or in an addendum per lines 302-303.**

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

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

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

167 **NON-DISCRIMINATION** The Firm and its agents agree that they will not discriminate against any prospective tenant on account of race,
 168 color, sex, sexual orientation as defined in Wis. Stat. § 111.32 (13m), disability, religion, national origin, marital status, lawful source of
 169 income, age, ancestry, family status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

170 **DISPUTE RESOLUTION** The Parties understand that if there is a dispute about this Listing or an alleged breach, and the Parties cannot resolve
 171 the dispute by mutual agreement, the Parties may consider alternative dispute resolution instead of judicial resolution in court. Alternative dispute
 172 resolution may include mediation and binding arbitration. Should the Parties desire to submit any potential dispute to alternative dispute resolution,
 173 it is recommended that the Parties add such in Additional Provisions or in an Addendum.

174 **NOTE: Wis. Stat. § 452.142 places a time limit on the commencement of legal actions arising out of this Listing.**

175 **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
 176 from Owner or a firm that has listed the Rental Unit(s), the Firm agrees to promptly deliver to Owner a written list of those tenants known by the Firm
 177 and its agents to whom the extension period applies. Should this Listing be terminated by Owner prior to the expiration of the term stated in this
 178 Listing, this Listing shall be extended for Protected Tenants, on the same terms, for one year after the Listing is terminated (lines 241-249).

179 **DEFINITIONS CONTINUED FROM PAGE 2**

180 ■ **MATERIAL ADVERSE FACT:** "Material Adverse Fact" means an Adverse Fact that a party indicates is of such significance, or that is generally
 181 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
 182 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.

183 ■ **PERSON ACTING ON BEHALF OF TENANT:** "Person Acting on Behalf of Tenant" shall mean any person joined in interest with the tenant, or otherwise
 184 acting on behalf of the tenant, including but not limited to the tenant's immediate family, agents, employees, directors, managers, members, officers,
 185 owners, partners, incorporators and organizers, as well as any and all corporations, partnerships, limited liability companies, trusts or other entities created
 186 or controlled by, affiliated with or owned by the tenant, in whole or in part whether created before or after expiration of this Listing.

187 ■ **PROTECTED TENANT:** A tenant who personally, or through any Person Acting on Behalf of Tenant, during the term of the Listing:

- 188 1) Delivers to Owner or the Firm or its agents a written rental proposal regarding a Rental Unit;
 189 2) Views Rental Unit(s) with Owner or negotiates directly with Owner by discussing with Owner the potential terms upon which the tenant might
 190 acquire a rental interest in a Rental Unit; or
 191 3) Attends an individual showing of a Rental Unit or discusses with agents of the Firm or cooperating firms regarding any potential terms upon
 192 which the tenant might acquire a rental interest in a Rental Unit, but only if the firm or its agents deliver the tenant's name to Owner, in writing,
 193 no later than three days after the earlier of expiration or termination (lines 241-249) of the Listing. The requirement in 3), to deliver the tenant's
 194 name to Owner in writing, may be fulfilled as follows:
 195 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the individuals in the Listing;
 196 or,
 197 b) if a tenant has requested that the tenant's identity remain confidential, by delivery of a written notice identifying the firm or agents with
 198 whom the tenant negotiated and the date(s) of any individual showings or other negotiations.

199 A Protected Tenant also includes any Person Acting on Behalf of Tenant joined in interest with or otherwise acting on behalf of a Protected Tenant,
 200 who acquires an interest in a Rental Unit during the extension of listing period as noted on lines 175-178. A tenant who becomes protected with
 201 respect to one Rental Unit included in this Listing shall be a Protected Tenant for all Rental Units included in this Listing.

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

205 ■ **RENTAL UNIT:** Unless otherwise stated, "Rental Unit", means one of the rental units described on lines 1-7.

206 **OWNER'S OBLIGATIONS** During the term of this Listing, Owner agrees to provide to the Firm and its agents:

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

211 **OWNER'S WARRANTIES, COVENANTS AND REPRESENTATIONS** Owner represents any materials and information the Owner gives to the
212 Firm and its agents are true and complete and that the Rental Agreement and other forms the Owner provides to the Firm and its agents comply
213 with all applicable laws. Owner agrees to hold the Firm and its agents harmless from loss by reason of their use of these materials, forms and
214 information pursuant to the terms of this Listing, including the payment of reasonable attorney's fees in the event of any suit against the Firm or its
215 agents arising out of the use of these materials, forms and information.

216 Owner warrants and represents to the Firm and its agents that:

217 (1) Owner has no notice or knowledge of any of the following conditions affecting the Premises unless indicated at lines 233-235 or 275-301
218 or in an attached addendum per lines 302-303, or disclosed in the documentation Owner has provided to the Firm and its agents:

219 (a) Uncorrected code violations as described in Wis. Stat. § 704.07(2)(bm);

220 (b) A lack of hot or cold running water;

221 (c) Plumbing or sewage disposal facilities that are not in good operating condition;

222 (d) Heating facilities serving any rental unit that are not in safe operating condition, or are not capable of maintaining a temperature,
223 measured in occupied areas at the approximate center of the room, midway between floor and ceiling, of not less than 67° F (19°
224 C) during all seasons of the year that the rental unit is occupied;

225 (e) A lack of electrical service, or electrical wiring, outlets, fixtures or other components of the electrical system that are not in safe
226 operating condition;

227 (f) Any structural or other conditions in the Premises which constitute a substantial hazard to the health or safety of the tenant(s),
228 or create an unreasonable risk of personal injury as a result of any reasonably foreseeable use of the Premises other than negligent
229 use or abuse of the Premises by tenant(s);

230 (2) Other conditions or occurrences which would significantly reduce the value of the rental interest to a reasonable person with knowledge
231 of the nature and scope of the condition or occurrence.

232 (3) Owner has made no rent concessions or other agreements affecting the Rental Unit(s).

233 (4) Owner agrees to make the following repairs and build-outs to the Premises: _____

234 _____
235 _____ **STRIKE AND COMPLETE AS APPLICABLE**

236 Exceptions to representations stated in lines 217-232: _____

237 _____
238 _____

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

241 **TERMINATION OF LISTING** Neither Owner nor the Firm has the legal right to unilaterally terminate this Listing absent a material breach of
242 contract by the other party. Owner understands that the parties to the Listing are Owner and the Firm. Agents for the Firm do not have the authority
243 to enter into a mutual agreement to terminate the Listing, amend the commission amount or shorten the term of this Listing, without the written
244 consent of the agent(s)' supervising broker. Owner and the Firm agree that any termination of this Listing by either party before the date stated on
245 line 311 shall be effective by the Owner only if stated in writing and delivered to the Firm in accordance with lines 250-269 and effective by the Firm
246 only if stated in writing by the supervising broker and delivered to Owner in accordance with lines 250-269. **CAUTION: Early termination of this
247 Listing may be a breach of contract, causing the terminating Party to potentially be liable for damages. The Parties agree that this Listing
248 shall terminate upon an effective change in ownership or control of the Rental Unit(s) so affected, but in no event shall this Listing
249 terminate as to the remainder of the Rental Unit(s).**

250 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of documents and written notices to a
251 Party shall be effective only when accomplished by one of the methods specified at lines 252-269.

252 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named line 253 or 254.

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

254 Firm's recipient for delivery (optional): _____

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

256 Owner: (_____) _____ Firm: (_____) _____

257 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service,
258 addressed either to the Party, or to the Party's recipient for delivery if named at line 253 or 254, for delivery to the Party's delivery address at line
259 262 or 263.

260 (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
261 recipient for delivery if named at line 253 or 254, for delivery to the Party's delivery address at line 262 or 263.

262 Delivery address for Owner: _____

263 Delivery address for Firm: _____

264 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 268 or 269. If this is
265 a consumer transaction where the property being rented or the rental proceeds are used primarily for personal, family or household purposes, each
266 consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and electronic
267 signatures in the transaction, as required by federal law.

268 E-Mail address for Owner: _____

269 E-Mail address for Firm: _____

270 **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
271 ownership or control of the Rental Unit(s), Owner agrees to pay the Firm a termination fee in the amount of _____
272 _____
273 _____
274 _____ (insert dollar amount, formula, etc.) per Rental Unit terminated.

275 **ADDITIONAL PROVISIONS** _____
276 _____
277 _____
278 _____
279 _____
280 _____
281 _____
282 _____
283 _____
284 _____
285 _____
286 _____
287 _____
288 _____
289 _____
290 _____
291 _____
292 _____
293 _____
294 _____
295 _____
296 _____
297 _____
298 _____
299 _____
300 _____
301 _____

302 **ADDENDA** The attached addenda _____
303 _____ is/are made part of this Listing.

304 **CAUTION: IF SIGNED, THIS LISTING CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. THE FIRM AND ITS AGENTS MAY PROVIDE**
305 **A GENERAL EXPLANATION OF THE PROVISIONS OF THIS LISTING OR OTHER REAL ESTATE CONTRACTS, BUT ARE PROHIBITED BY**
306 **LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS LISTING OR ANY OTHER REAL ESTATE**
307 **CONTRACT. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED. OWNER SHOULD CONSULT OTHER EXPERTS AS**
308 **APPROPRIATE, FOR EXAMPLE, APPRAISERS, TAX ADVISORS, OR INSPECTORS IF SERVICES BEYOND THE FIRM'S MARKETING**
309 **SERVICES ARE REQUIRED.**

310 **TERM OF THE CONTRACT** From the _____ day of _____, _____, up to the earlier of
311 midnight of the _____ day of _____, _____, or the conveyance of all Rental Units. In the event
312 a commission is earned for a Rental Unit, this Listing (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) terminate for that Rental Unit.

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314

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WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

324 **BY SIGNING BELOW, OWNER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND THAT HE/SHE HAS READ ALL**
325 **7 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS INCORPORATED INTO THE LISTING.**

326 All persons signing below on behalf of an Owner Entity represent that they have legal authority to sign for and bind the Entity.

327 **NOTE: If signing for an entity use an authorized signature line and print your name and title.**

328 _____
329 Owner Entity Name (if any) ▲

330 (x) _____
331 Authorized Signature ▲ Date ▲
332 Print Name & Title ►

333 _____
334 Owner Entity Name (if any) ▲

335 (x) _____
336 Authorized Signature ▲ Date ▲
337 Print Name & Title ►

338 (x) _____
339 Owner's Signature ▲ Print Name Here: ▲ Date ▲

340 (x) _____
341 Owner's Signature ▲ Print Name Here: ▲ Date ▲

342 (x) _____
343 Owner's Signature ▲ Print Name Here: ▲ Date ▲

344 (x) _____
345 Owner's Signature ▲ Print Name Here: ▲ Date ▲

346 _____
347 Firm Name ▲

348 (x) _____
349 Agent's Signature ▲ Print Name ► Date ▲

WB-38 COMMERCIAL BUYER AGENCY/TENANT REPRESENTATION AGREEMENT

1 ■ **EXCLUSIVE AUTHORITY TO ACT AS BUYER’S AGENT/TENANT’S REPRESENTATIVE:** Client (see lines 232-233)
2 gives the Firm and its agents the exclusive right to act as Buyer's Agent and/or Tenant's Agent to Locate an Interest in
3 Property and to Negotiate the Acquisition of an Interest in Property for Client, except as excluded under lines 20-29. Client
4 agrees that during the term of this Agreement, Client will not enter into any other agreements to retain any other buyer's
5 agent(s) or tenant's agent(s), except relative to any properties excluded on lines 20-29.

6 **If Client has contact, or has had previous contact with an owner, a firm or its agents in locating and/or**
7 **negotiating the acquisition of an Interest in Property and Client’s contact with those parties results in**
8 **the Firm not collecting full compensation under this Agreement from the owner or the owner’s agent,**
9 **Client shall be responsible to pay any uncollected amount.**

10 ■ **PURCHASE PRICE RANGE:** _____

11 ■ **RENT RANGE:** _____

12 ■ **SCOPE OF AGREEMENT:** The Firm’s authority under this Agreement applies to Property except for Excluded
13 Properties on lines 20-29, regardless of any purchase price or rent range or the search guidelines on lines 14-16.

14 ■ **SEARCH GUIDELINES:** (Identify property type, function, location, approximate size, etc., as applicable): _____

15 _____
16 _____

17 The parties understand that search guidelines, purchase price range and rent range, serve only to guide the Firm’s initial
18 efforts and shall not limit any compensation which may be earned if the Client acquires an Interest in Property, unless
19 excluded on lines 20-22 and 24-26.

20 ■ **EXCLUDED PROPERTY TYPES:** (e.g. geographic, size, functional limitations, etc.): _____

21 _____
22 _____

23 ■ **EXCLUDED PROPERTIES:** Client excludes the following properties (indicate if there is a date when the exclusion
24 terminates): _____

25 _____
26 _____ If Client acquires an interest in any properties protected under a prior buyer agency or tenant
27 representation agreement, Client may owe commission to both the prior firm and this Firm, unless those properties are
28 excluded from this Agreement or unless otherwise agreed to in writing. Insert additional addresses or descriptions of
29 excluded properties, or date limitations, if any, at lines 291-322 or attach as an addendum per lines 323-324.

COMPENSATION

The Firm’s compensation shall be as follows:

31 ■ **PAYMENT OF COMMISSION BY OWNER OR OWNER’S AGENT:** The Firm is hereby authorized to seek payment of
32 commission from the owner (e.g., seller or lessor) or the owner’s agent (e.g., listing firm through the multiple listing service
33 or compensation agreements) provided that all parties to the transaction give prior written consent. Client shall pay the
34 Firm’s compensation, reduced by any amounts the Firm receives from the owner or owner’s agent.

35 **LEASE COMMISSION** (See lines 177-192.)

36 **PURCHASE COMMISSION** (for purchase, option, exchange or an effective change in ownership or control): Client and
37 the Firm agree the Firm’s commission shall be _____

38 _____

39 ■ **PURCHASE COMMISSION EARNED:** The Firm has earned the Firm’s purchase commission if during the term of this
40 Agreement (or any extension of it), Client or any Person Acting on Behalf of Client acquires an Interest in Property or
41 enters into an enforceable written contract to acquire an Interest in Property, at any terms and price acceptable to owner
42 and Client, regardless of the purchase price range or Client’s search guidelines.

43 ■ **PURCHASE COMMISSION DUE AND PAYABLE:** Once earned, the Firm’s purchase commission is due and payable at
44 the earlier of closing or the date set for closing, even if the transaction does not close, unless otherwise agreed in writing.

45 ■ **COMMISSION CALCULATION:** A percentage commission shall be calculated based on the following if earned above:
46 (i) for a purchase or option, the total consideration in the transaction, or (ii) for an exchange or an effective change in
47 ownership or control, the fair market value of the Property in the transaction.

48 ■ **OTHER PURCHASE COMPENSATION:** _____
49 _____ [INSERT AMOUNTS

50 AND TYPES OF FEES, E.G. RETAINER, ADVANCE, HOURLY, ETC. AND INDICATE WHEN DUE AND PAYABLE.]

51 **There is no standard market commission rate. Commissions and types of service may vary by firm and are**
52 **negotiable based on the firm you hire.**

53 **FIRM'S DUTIES** In consideration for Client's agreements, the Firm and its agents agree to use professional knowledge
 54 and skills, and reasonable efforts, within the scope of Wis. Stat. Ch. 452 and in accordance with applicable law, to assist
 55 Client to Locate an Interest in Property and Negotiate the Acquisition of an Interest in Property, as applicable.

56 **COOPERATION** Client agrees to cooperate with the Firm and its agents and to provide them accurate copies of all
 57 relevant records, documents and other materials in Client's possession or control which are required in connection with the
 58 purchase, option, rental, lease or exchange of Property. Client agrees to be reasonably available for showings of properties.
 59 Client authorizes the Firm and its agents to do those acts reasonably necessary to fulfill the Firm's responsibilities under this
 60 Agreement including retaining subagents. Client shall promptly notify the Firm in writing of the description of any Property
 61 Client locates. Client will inform other firms, agents, sellers, property owners, etc., that the Firm represents Client as Buyer's
 62 and/or Tenant's Agent for the purpose of acquiring Property and refer all such persons to the Firm. Client shall also notify the
 63 Firm of the identity of all persons making inquiries concerning Client's objectives stated in this Agreement.

64 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the
 65 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,
 66 the Firm shall hold and disburse earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch. REEB
 67 18. If the transaction fails to close and the earnest money is disbursed to Client, then upon disbursement to Client the earnest
 68 money shall be paid first to reimburse the Firm for cash advances made by the Firm on behalf of Client.

69 **NON DISCRIMINATION** Client and the Firm and its agents agree that they will not discriminate based on race,
 70 color, sex, sexual orientation as defined in Wisconsin Statutes § 111.32(13m), disability, religion, national
 71 origin, marital status, lawful source of income, age, ancestry, family status, status as a victim of domestic
 72 abuse, sexual assault, or stalking, or in any other unlawful manner.

73 **DISPUTE RESOLUTION** The Parties understand that if there is a dispute about this Agreement or an alleged breach,
 74 and the Parties cannot resolve the dispute by mutual agreement, the Parties may consider alternative dispute resolution
 75 instead of judicial resolution in court. Alternative dispute resolution may include mediation and binding arbitration.
 76 Should the Parties desire to submit any potential dispute to alternative dispute resolution, it is recommended that the
 77 Parties add such in Additional Provisions or in an Addendum.

78 **NOTE: Wis. Stat. § 452.142 places a time limit on the commencement of legal actions arising out of this**
 79 **Agreement.**

80 **DISCLOSURE TO CLIENTS**

81 Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe
 82 certain duties to all parties to a transaction:

- 83 (a) The duty to provide brokerage services to you fairly and honestly.
- 84 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 85 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
 86 unless disclosure of the information is prohibited by law.
- 87 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
 88 information is prohibited by law. (See lines 244-247.)
- 89 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
 90 confidential information or the confidential information of other parties. (See lines 147-166.)
- 91 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 92 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
 93 advantages and disadvantages of the proposals.

94 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.** 95 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

- 96 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect
 97 your transaction, unless you release the firm from this duty.
 - 98 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse Facts.
 - 99 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests
 100 that are within the scope of the agency agreement.
 - 101 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
 - 102 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless
 103 required by law, give information or advice to other parties who are not the firm's clients, if giving the information or
 104 advice is contrary to your interests.
- 105 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation
 106 relationship"), different duties may apply.

107

MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY

108 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a
109 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services
110 through designated agency, which is one type of multiple representation relationship.

111 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or
112 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide
113 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.
114 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,
115 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal
116 any of your confidential information to another party unless required to do so by law.

117 ■ If a designated agency relationship is not authorized by you or other clients in the transaction, you may still authorize
118 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more
119 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,
120 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same
121 agent may represent more than one client in a transaction.

122 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage
123 services to more than one client in the transaction.

124

CHECK ONLY ONE OF THE THREE BELOW:

125 The same firm may represent me and the other party as long as the same agent is not
126 representing us both. (multiple representation relationship with designated agency)

127 The same firm may represent me and the other party, but the firm must remain neutral regardless
128 if one or more different agents are involved. (multiple representation relationship without
129 designated agency)

130 The same firm cannot represent both me and the other party in the same transaction. (I reject
131 multiple representation relationships)

132 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may**
133 **modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your**
134 **agency agreement the commission or fees that you may owe to your firm. If you have any questions about the**
135 **commission or fees that you may owe based upon the type of agency relationship you select with your firm,**
136 **you should ask your firm before signing the agency agreement.**

137

SUBAGENCY

138 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by
139 providing brokerage services for your benefit. A subagent firm and the agents with the subagent firm will not put their own
140 interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to other parties
141 if doing so is contrary to your interests.

142 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage**
143 **services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax**
144 **advisor, or home inspector.**

145 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language
146 summary of the duties owed to you under section 452.133(2) of the Wisconsin statutes.

147 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to
148 the Firm or its agents in confidence, or any information obtained by the Firm and its agents that a reasonable person
149 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to disclose
150 particular information. The Firm and its agents shall continue to keep the information confidential after the Firm is no
151 longer providing brokerage services to you.

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

153 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 244-247).

154 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
155 the property or real estate that is the subject of the transaction.

156 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
157 information below (see lines 159-161). At a later time, you may also provide the Firm with other information you consider
158 to be confidential.

159 **CONFIDENTIAL INFORMATION:** _____
160 _____
161 _____.

162 **NON-CONFIDENTIAL INFORMATION:** The Firm and its agents have permission to disclose Client's identity and
163 financial qualification information to an owner, owner's agents and other third parties without prior consent from Client,
164 unless otherwise provided on lines 159-161. The Firm and its agents may also disclose the following: _____
165 _____
166 _____.

167 **NON-EXCLUSIVE RELATIONSHIP** Client acknowledges and agrees that the Firm and its agents may act for other buyers
168 or tenants in connection with the location of properties and may negotiate on behalf of such buyers or tenants with the owner
169 or owner's agent. In the event that the Firm or its agents undertake to represent and act for other buyers or tenants, the Firm
170 and its agents shall not disclose to Client, or any other buyer or tenant, any confidential information of any buyer or tenant,
171 unless required by law.

172 **PROPERTY DIMENSIONS** Client acknowledges that real property dimensions, total square footage and total acreage
173 information provided to Client may be approximate due to rounding and may vary due to different formulas which can be
174 used to calculate these figures. Unless otherwise indicated, property dimension figures have not been verified by survey.

175 **CAUTION: Client should verify any property dimension or total square footage/acreage calculation which is**
176 **material to Client.**

177 **LEASE COMMISSION:** Client and the Firm agree the Firm's commission shall be _____
178 _____
179 _____.

180 ■ **LEASE COMMISSION EARNED:** The Firm has earned the Firm's lease commission if during the term of this Agreement
181 (or any extension of it), Client or any Person Acting on Behalf of Client acquires an Interest in Property, for example, by
182 executing and consummating a Lease at terms and rent acceptable to owner and Client, regardless of the rent range or
183 Client's search guidelines.

184 ■ **LEASE COMMISSION DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable one-half upon
185 execution of the Lease and one-half upon occupancy, unless stated otherwise: _____
186 _____
187 _____.

188 ■ **OTHER LEASE COMPENSATION:** _____
189 _____.[INSERT AMOUNTS
190 AND TYPES OF FEES, E.G. RETAINER, ADVANCE, HOURLY, ETC. AND INDICATE WHEN DUE AND PAYABLE.]

191 **There is no standard market commission rate. Commissions and types of service may vary by firm and are**
192 **negotiable based on the firm you hire.**

193 **LIEN NOTICE: The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for com-**
194 **missions or compensation earned but not paid when due against the commercial real estate, or the interest in**
195 **the commercial real estate, if any, that is the subject of this Agreement. "Commercial real estate" includes all**
196 **real estate except (a) real property containing 8 or fewer dwelling units, (b) real property that is zoned for**
197 **residential purposes and that does not contain any buildings or structures, and (c) real property that is zoned**
198 **for agricultural purposes.**

199 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Agreement, delivery of
200 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at
201 lines 202-221.

202 (1) **Personal Delivery:** giving the document or written notice personally to the party, or the party's recipient for delivery if
203 named at line 204 or 205.

204 Client's recipient for delivery (optional): _____
205 Firm's recipient for delivery (optional): _____

206 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
207 Client: (_____) _____ Firm: (_____) _____

208 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
209 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 204 or
210 205, for delivery to the party's delivery address at line 214 or 215.

211 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
212 party, or to the party's recipient for delivery if named at line 204 or 205, for delivery to the party's delivery address at line
213 214 or 215.

214 Delivery address for Client: _____

215 Delivery address for Firm: _____

216 (5) E-Mail: electronically transmitting the document or written notice to the party's e-mail address, if given below at
 217 line 220 or 221. If this is a consumer transaction where the property being purchased or the sale proceeds are used
 218 primarily for personal, family or household purposes, each consumer providing an e-mail address below has first
 219 consented electronically as required under federal law.

220 E-Mail address for Client: _____

221 E-Mail address for Firm: _____

222 **DEFINITIONS** As used in this Agreement, the following definitions apply:

223 ■ **ADVERSE FACT**: An "Adverse Fact" means any of the following:

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

- 225 1) Significantly and adversely affecting the value of the Property;
- 226 2) Significantly reducing the structural integrity of improvements to real estate; or
- 227 3) Presenting a significant health risk to occupants of the Property.

228 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations
 229 under a contract or agreement made concerning the transaction.

230 ■ **ASSETS**: "Assets" means fixtures, goodwill, stock-in-trade, trade fixtures, accounts receivable and any other personal
 231 property.

232 ■ **CLIENT**: "Client" means the party executing this Agreement and seeking to acquire an interest in real estate or a
 233 business by purchase, Lease, rental, option, exchange or any other manner.

234 ■ **DEADLINES-DAYS**: Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated
 235 by excluding the day the event occurred and by counting subsequent calendar days.

236 ■ **FIRM**: "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

237 ■ **INTEREST IN PROPERTY**: "Interest in Property" means a purchase, leasehold, option, exchange or other acquisition of
 238 Property unless specifically excluded at lines 21-30, in additional provisions (lines 291-322) or elsewhere in this Agreement.

239 ■ **LEASE**: "Lease" means any agreement as defined in Wis. Stat. § 704.01(1) or (3m), either written or oral, between an
 240 owner and a tenant, for the lease or rental of specific premises, in which the owner and tenant agree on the essential
 241 terms of the leasehold or tenancy.

242 ■ **LOCATE AN INTEREST IN PROPERTY**: "Locate an Interest in Property" means to, with the cooperation of Client,
 243 identify, evaluate, and determine the availability of the Interest in Property sought by Client.

244 ■ **MATERIAL ADVERSE FACT**: A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such
 245 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable party,
 246 that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or affects
 247 or would affect the party's decision about the terms of such a contract or agreement.

248 ■ **NEGOTIATE THE ACQUISITION OF AN INTEREST IN PROPERTY**: "Negotiate the Acquisition of an Interest in
 249 Property" means to assist a Client, within the scope of this Agreement, to ascertain terms and conditions upon which an
 250 Interest in Property may be acquired, facilitate or participate in the discussions of the terms of a potential contract,
 251 complete appropriate contractual forms, present either party's contractual proposal with an explanation of the proposal's
 252 advantages and disadvantages, and/or otherwise assist Client in reaching an agreement to acquire the Interest in
 253 Property sought by Client.

254 ■ **PERSON ACTING ON BEHALF OF CLIENT**: "Person Acting on Behalf of Client" means any person joined in interest
 255 with Client, or otherwise acting on behalf of Client, including but not limited to Client's immediate family, agents,
 256 employees, directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all
 257 corporations, partnerships, limited liability companies, trusts or other entities controlled by, affiliated with or owned by Client
 258 in whole or in part whether created before or after expiration of this Agreement.

259 ■ **PROPERTY**: "Property" means real property located within the state of Wisconsin and Assets.

260 ■ **PROTECTED PROPERTY**: "Protected Property" means any Property that during the term of this Agreement is:

- 261 1) The subject of a written proposal by Client, or any Person Acting on Behalf of Client, submitted to the Property
 262 owner or owner's agent;
- 263 2) Viewed by Client, or any Person Acting on Behalf of Client, with the owner or owner's agent, or directly negotiated
 264 for by Client, or any Person Acting on Behalf of Client. Direct negotiation means communicating with the owner or
 265 owner's agent regarding any potential terms on which Client might acquire an Interest in Property; or
- 266 3) Located or negotiated for by the Firm or its agents, but only if the Firm or its agents deliver the description of the
 267 Property to Client, in writing, no later than three days after the earlier of expiration or termination (lines 272-280) of
 268 this Agreement. No written notice shall be required if the Client viewed the Property with the Firm or its agents.

269 **NOTICE ABOUT SEX OFFENDER REGISTRY** Clients may obtain information about the sex offender registry and
 270 persons registered with that registry by contacting the Wisconsin Department of Corrections on the Internet at
 271 <http://www.doc.wi.gov> or by telephone at (608) 240-5830.

272 **TERMINATION OF AGREEMENT** Neither Client nor the Firm has the legal right to unilaterally terminate this Agreement
273 absent a material breach of contract by the other party. Client understands that the parties to this Agreement are Client and
274 the Firm. Agents for the Firm do not have the authority to enter into a mutual agreement to terminate this Agreement, amend
275 the compensation terms or shorten the term of this Agreement, without the written consent of the agent(s)' supervising broker.
276 Client and the Firm agree that any termination of this Agreement by either party before the date stated on line 288 shall
277 be effective by Client only if stated in writing and delivered to the Firm in accordance with lines 199-221 and effective by
278 the Firm only if stated in writing by the supervising broker and delivered to Client in accordance with lines 199-221.

279 **CAUTION: Early termination of this Agreement may be a breach of contract, causing the terminating party to**
280 **potentially be liable for damages.**

281 **EXTENSION OF AGREEMENT TERM** The Agreement term is extended for a period of one year as to any Protected
282 Property under this Agreement. Upon receipt of a written request from Client or a firm that has a new buyer agency or
283 tenant representation agreement with Client, the Firm agrees to promptly deliver to Client a written list of those
284 Protected Properties known by the Firm and its agents to which the extension period applies. Should this Agreement be
285 terminated by Client prior to the expiration of the term stated in this Agreement, this Agreement shall be extended for
286 Protected Properties, on the same terms, for one year after the Agreement is terminated (lines 272-280).

287 **TERM OF THE AGREEMENT** From the _____ day of _____,
288 up to and including midnight of the _____ day of _____.
289 Notwithstanding lines 287-288 the Firm and Client agree that this Agreement (shall) (shall not) **STRIKE ONE** ("shall" if
290 neither is stricken) end when Client acquires an Interest in Property.

291 **ADDITIONAL PROVISIONS** _____
292 _____
293 _____
294 _____
295 _____
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321 _____
322 _____

323 **ADDENDA** The attached _____
324 _____ is/are made a part of this Agreement.

325
326

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

327
328
329
330
331

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

332
333
334

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

335
336

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

337 ■ **BY SIGNING BELOW, CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND THAT**
338 **HE/SHE HAS READ ALL 7 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS**
339 **INCORPORATED INTO THIS AGREEMENT.**

340 _____
341 Client Entity Name (if any) ▲

342 (x) _____
343 Authorized Signature ▲ Date ▲
344 Print Name & Title ►

345 _____
346 Client Entity Name (if any) ▲

347 (x) _____
348 Authorized Signature ▲ Date ▲
349 Print Name & Title ►

350 (x) _____
351 Client's Signature ▲ Print Name ► Date ▲

352 (x) _____
353 Client's Signature ▲ Print Name ► Date ▲

354 (x) _____
355 Client's Signature ▲ Print Name ► Date ▲

356 (x) _____
357 Client's Signature ▲ Print Name ► Date ▲

358 _____
359 Firm Name ▲

360 (x) _____
361 Agent's Signature ▲ Print Name ► Date ▲

WB-39 TENANT REPRESENTATION AGREEMENT

1 ■ **EXCLUSIVE AUTHORITY TO ACT AS TENANT’S REPRESENTATIVE:** Tenant (see lines 223-224) gives the Firm
2 and its agents the exclusive right to act as Tenant’s Agent to Locate an Interest in Property and to Negotiate the Acquisition
3 of an Interest in Property for Tenant, except as excluded under lines 15-30. Tenant agrees that during the term of this
4 Agreement, Tenant will not enter into any other agreements to retain any other tenant’s agent(s), except for the excluded
5 properties described in lines 15-30.

6 **If Tenant has contact, or has had previous contact with an owner, a firm or its agents in locating
7 and/or negotiating the acquisition of an Interest in Property and Tenant’s contact with those parties
8 results in the Firm not collecting full compensation under this Agreement from the owner or the
9 owner’s agent, Tenant shall be responsible to pay any uncollected amount.**

10 ■ **RENT RANGE:** _____
11 If specified, the rent range provides initial search parameters, but the Firm’s authority under this Agreement extends to
12 all property within the state of Wisconsin except for those properties excluded as Excluded Properties on lines 15-18 and
13 applies to any properties under Excluded Properties Subject to a Prior Agreement on lines 19-27 and under Limited
14 Exclusion Properties on lines 28-30 after the applicable time for the exclusion has ended.

15 ■ **EXCLUDED PROPERTIES:** Identify any specific properties or limitations on the scope of this Agreement, including
16 geographic limitations or limitations on types of properties included under this Agreement, by excluding the following
17 from this Agreement: _____
18 _____

19 ■ **EXCLUDED PROPERTIES SUBJECT TO A PRIOR AGREEMENT:** The following properties are subject to an
20 extension of agreement term under a prior tenant representation agreement and the exclusion period shall run until the
21 expiration of the prior firm’s legal rights: _____
22 _____

23 **CAUTION: If Tenant does not want this Agreement to apply to properties subject to a prior agency agreement,
24 Tenant should identify such properties on lines 21-22. Tenant’s failure to exclude from this Agreement a
25 property protected under a prior tenant representation agreement(s) may result in Tenant owing commissions
26 under each tenant representation agreement. Tenant should consult prior firm(s) or Tenant’s legal counsel
27 regarding obligations under any tenant representation or similar agency agreement.**

28 ■ **LIMITED EXCLUSION PROPERTIES:** The following properties are excluded from this Agreement until _____
29 [Insert Date]: _____. Insert additional
30 addresses or descriptions, or date limitations, if any, at lines 271-283 or attach as an addendum per lines 284-285.

31 **COMPENSATION** The Firm’s rental compensation shall be: **COMPLETE AS APPLICABLE**
32 **COMMISSION:** Tenant and the Firm agree the Firm’s commission shall be _____
33 _____

34 Any percentage commission shall be calculated based on total rent for the Rental Agreement term, unless stated
35 otherwise.

36 ■ **COMMISSION EARNED:** The Firm has earned the Firm’s commission if during the term of this Agreement (or any
37 extension of it), Tenant or any Person Acting on Behalf of Tenant acquires an Interest in Property or enters into an
38 enforceable Rental Agreement, at any terms and rent acceptable to owner and Tenant, regardless of the rent range.

39 ■ **COMMISSION DUE AND PAYABLE:** Once earned, the Firm’s commission is due and payable: **CHECK AND**
40 **COMPLETE AS APPLICABLE**

- 41 Upon execution of the Rental Agreement; (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)
- 42 At the commencement of the Rental Agreement term, even if the Tenant does not take occupancy, unless
43 otherwise agreed in writing;
- 44 One-half upon execution of the Rental Agreement and one-half upon occupancy;
- 45 _____
- 46 _____

47 ■ **PAYMENT BY OWNER OR OWNER’S AGENT:** The Firm is hereby authorized to seek payment of commission from the
48 owner (e.g., lessor or landlord) or the owner’s agent (e.g., listing firm through the multiple listing service or compensation
49 agreements) provided that all parties to the transaction give prior written consent. If the owner or the owner’s agent does
50 not pay the full amount due, Tenant agrees to pay any remaining balance due to the Firm.

51 ■ **OTHER COMPENSATION:** _____
52 _____

53 [INSERT AMOUNTS AND TYPES OF FEES (E.G., RETAINER, ADVANCE, HOURLY, ETC. AND INDICATE WHEN
54 DUE AND PAYABLE.]

55 **There is no standard market commission rate. Commissions and types of service may vary by firm and are
56 negotiable based on the firm you hire.**

57 ■ **TENANT QUALIFICATIONS:** Tenant agrees to pay any credit report fees or background check fees charged by the
58 owner or the owner's agent.

59 **FIRM'S DUTIES** In consideration for Tenant's agreements, the Firm and its agents agree to use professional
60 knowledge and skills, and reasonable efforts, within the scope of Wis. Stat. Ch. 452 and in accordance with applicable
61 law, to assist Tenant to Locate an Interest in Property and Negotiate the Acquisition of an Interest in Property, as
62 applicable.

63 **COOPERATION** Tenant agrees to cooperate with the Firm and its agents and to provide them accurate copies of all
64 relevant records, documents and other materials in Tenant's possession or control which are required in connection with the
65 purchase, option, lease, rental, or exchange of Property. Tenant agrees to be reasonably available for showings of
66 properties. Tenant authorizes the Firm and its agents to do those acts reasonably necessary to fulfill the Firm's
67 responsibilities under this Agreement including retaining subagents. Tenant shall promptly notify the Firm in writing of the
68 description of any Property Tenant locates and shall inform other firms, agents, sellers, property owners, etc., with whom
69 Tenant comes into contact that the Firm represents Tenant as Tenant's Agent for the purpose of acquiring an Interest in
70 Property and refer all such persons to the Firm. Tenant shall also notify the Firm of the identity of all persons making
71 inquiries concerning Tenant's objectives stated in this Agreement.

72 **DISCLOSURE TO CLIENTS**

73 Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe
74 certain duties to all parties to a transaction:

- 75 (a) The duty to provide brokerage services to you fairly and honestly.
- 76 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 77 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
78 unless disclosure of the information is prohibited by law.
- 79 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
80 information is prohibited by law. (See lines 195-198.)
- 81 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
82 confidential information or the confidential information of other parties. (See lines 139-158.)
- 83 (f) The duty to safeguard trust funds and other property, the firm or its agents holds.
- 84 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
85 advantages and disadvantages of the proposals.

86 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.
87 A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

- 88 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect
89 your transaction, unless you release the firm from this duty.
 - 90 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse Facts.
 - 91 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests
92 that are within the scope of the agency agreement.
 - 93 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
 - 94 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless
95 required by law, give information or advice to other parties who are not the firm's clients, if giving the information or
96 advice is contrary to your interests.
- 97 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation
98 relationship"), different duties may apply.

99 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

100 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a
101 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services
102 through designated agency, which is one type of multiple representation relationship.

103 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or
104 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide
105 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.
106 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,
107 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal
108 any of your confidential information to another party unless required to do so by law.

109 ■ If a designated agency relationship is not authorized by you or other clients in the transaction, you may still authorize
 110 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more
 111 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,
 112 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same
 113 agent may represent more than one client in a transaction.
 114 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage
 115 services to more than one client in the transaction.

116 **CHECK ONLY ONE OF THE THREE BELOW:**

- 117 The same firm may represent me and the other party as long as the same agent is not
 118 representing us both. (multiple representation relationship with designated agency)
- 119 The same firm may represent me and the other party, but the firm must remain neutral
 120 regardless if one or more different agents are involved. (multiple representation relationship
 121 without designated agency)
- 122 The same firm cannot represent both me and the other party in the same transaction. (I reject
 123 multiple representation relationships)

124 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may**
 125 **modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your**
 126 **agency agreement the commission or fees that you may owe to your firm. If you have any questions about the**
 127 **commission or fees that you may owe based upon the type of agency relationship you select with your firm,**
 128 **you should ask your firm before signing the agency agreement.**

129 **SUBAGENCY**

130 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by
 131 providing brokerage services for your benefit. A subagent firm and the agents with the subagent firm will not put their own
 132 interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to other parties
 133 if doing so is contrary to your interests.

134 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage**
 135 **services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax**
 136 **advisor, or home inspector.**

137 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language
 138 summary of the duties owed to you under section 452.133(2) of the Wisconsin statutes.

139 ■ **CONFIDENTIALITY NOTICE TO TENANTS:** The Firm and its agents will keep confidential any information given to
 140 the Firm or its agents in confidence, or any information obtained by the Firm and its agents that a reasonable person
 141 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to disclose
 142 particular information. The Firm and its agents shall continue to keep the information confidential after the Firm is no
 143 longer providing brokerage services to you.

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

- 145 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes. (See lines 195-198).
- 146 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
 147 the property or real estate that is the subject of the transaction.

148 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
 149 information below (see lines 151-153). At a later time, you may also provide the Firm with other information you consider
 150 to be confidential.

151 **CONFIDENTIAL INFORMATION:** _____
 152 _____
 153 _____

154 **NON-CONFIDENTIAL INFORMATION:** The Firm and its agents have permission to disclose Tenant's identity and financial
 155 qualification information to an owner, owner's agents and other third parties without prior consent from Tenant, unless
 156 otherwise provided on lines 151-153. The Firm and its agents may also disclose the following: _____
 157 _____
 158 _____

159 **NON-EXCLUSIVE RELATIONSHIP** Tenant acknowledges and agrees that the Firm and its agents may act for other
 160 tenants in connection with the location of properties and may negotiate on behalf of such tenants with the owner or owner's
 161 agent. In the event that the Firm or its agents undertake to represent and act for other tenants, the Firm and its agents shall
 162 not disclose to Tenant, or any other tenant, any confidential information of any tenant, unless required by law.

163 **NON DISCRIMINATION** Tenant and the Firm and its agents agree that they will not discriminate based on race,
 164 color, sex, sexual orientation as defined in Wisconsin Statutes § 111.32(13m), disability, religion, national
 165 origin, marital status, lawful source of income, age, ancestry, family status, status as a victim of domestic
 166 abuse, sexual assault, or stalking, or in any other unlawful manner.

167 **DISPUTE RESOLUTION** The Parties understand that if there is a dispute about this Agreement or an alleged breach,
 168 and the Parties cannot resolve the dispute by mutual agreement, the Parties may consider alternative dispute resolution
 169 instead of judicial resolution in court. Alternative dispute resolution may include mediation and binding arbitration.
 170 Should the Parties desire to submit any potential dispute to alternative dispute resolution, it is recommended that the
 171 Parties add such in Additional Provisions or in an Addendum.

172 **NOTE: Wis. Stat. § 452.142 places a time limit on the commencement of legal actions arising out of this**
 173 **Agreement.**

174 **PROPERTY DIMENSIONS** Tenant acknowledges that real property dimensions, total square footage and total acreage
 175 information provided to Tenant may be approximate due to rounding and may vary due to different formulas which can
 176 be used to calculate these figures. Unless otherwise indicated, property dimension figures have not been verified by
 177 survey.

178 **CAUTION: Tenant should verify any property dimension or total square footage/acreage calculation which is**
 179 **material to Tenant.**

180 **DEFINITIONS** As used in this Agreement, the following definitions apply:

181 ■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:

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

- 183 1) Significantly and adversely affecting the value of the Property;
- 184 2) Significantly reducing the structural integrity of improvements to real estate; or
- 185 3) Presenting a significant health risk to occupants of the Property.

186 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations
 187 under a contract or agreement made concerning the transaction.

188 ■ **DEADLINES-DAYS:** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated
 189 by excluding the day the event occurred and by counting subsequent calendar days.

190 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

191 ■ **INTEREST IN PROPERTY:** "Interest in Property" means a lease or rental interest in Property unless specifically excluded
 192 at lines 15-30 in additional provisions (lines 271-283) or elsewhere in this Agreement.

193 ■ **LOCATE AN INTEREST IN PROPERTY:** "Locate an Interest in Property" means to identify, evaluate, and determine
 194 the availability of the Interest in Property sought by Tenant with the cooperation of Tenant.

195 ■ **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such
 196 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable party,
 197 that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or affects
 198 or would affect the party's decision about the terms of such a contract or agreement.

199 ■ **NEGOTIATE THE ACQUISITION OF AN INTEREST IN PROPERTY:** "Negotiate the Acquisition of an Interest in
 200 Property" means to assist a Tenant, within the scope of this Agreement, to ascertain terms and conditions upon which
 201 an Interest in Property may be acquired, which may include facilitating or participating in the discussions of the terms of
 202 a potential contract, completing appropriate contractual forms, presenting either party's contractual proposal with an
 203 explanation of the proposal's advantages and disadvantages, or otherwise assisting Tenant in reaching an agreement to
 204 acquire the Interest in Property sought by Tenant.

205 ■ **PERSON ACTING ON BEHALF OF TENANT:** "Person Acting on Behalf of Tenant" means any person joined in interest
 206 with Tenant, or otherwise acting on behalf of Tenant, including but not limited to Tenant's immediate family, agents,
 207 employees, directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all
 208 corporations, partnerships, limited liability companies, trusts or other entities controlled by, affiliated with or owned by
 209 Tenant in whole or in part whether created before or after expiration of this Agreement.

210 ■ **PROPERTY:** "Property" means real property located within the state of Wisconsin.

211 ■ **PROTECTED PROPERTY:** "Protected Property" means any Property that during the term of this Agreement is:

- 212 1) The subject of a written proposal by Tenant, or Person Acting on Behalf of Tenant, submitted to the Property
 213 owner or owner's agent;
- 214 2) Viewed by Tenant, or Person Acting on Behalf of Tenant, with the owner or owner's agent, or directly negotiated
 215 for by Tenant, or Person Acting on Behalf of Tenant. Direct negotiation means communicating with the owner or
 216 owner's agent regarding any potential terms on which Tenant might acquire an Interest in Property; or
- 217 3) Located or negotiated for by the Firm or its agents, but only if the Firm or its agents deliver the description of the
 218 Property to Tenant, in writing, no later than three days after the earlier of expiration or termination (lines 233-241)
 219 of this Agreement. No written notice shall be required if the Tenant viewed the Property with the Firm or its agents.

220 ■ **RENTAL AGREEMENT:** "Rental Agreement" means an oral or written agreement between a landlord and tenant, for
221 the rental or lease of a specific dwelling unit or premises, in which the landlord and tenant agree on the essential terms
222 of the tenancy, such as rent; it includes a lease, but not an agreement to enter into a rental agreement in the future.

223 ■ **TENANT:** "Tenant" means the party executing this Agreement in the context where the party is seeking to acquire an
224 interest in real estate by Rental Agreement.

225 **LIEN NOTICE** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for commissions
226 or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial real
227 estate, if any, that is the subject of this Agreement. "Commercial real estate" includes all real estate except (a) real
228 property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not
229 contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

230 **NOTICE ABOUT SEX OFFENDER REGISTRY** Tenants may obtain information about the sex offender registry and
231 persons registered with that registry by contacting the Wisconsin Department of Corrections on the Internet at
232 <http://www.doc.wi.gov> or by telephone at (608) 240-5830.

233 **TERMINATION OF AGREEMENT** Neither Tenant nor the Firm has the legal right to unilaterally terminate this Agreement
234 absent a material breach of contract by the other party. Tenant understands that the parties to this Agreement are Tenant and
235 the Firm. Agents for the Firm do not have the authority to enter into a mutual agreement to terminate this Agreement, amend
236 the compensation terms or shorten the term of this Agreement, without the written consent of the agent(s)' supervising broker.
237 Tenant and the Firm agree that any termination of this Agreement by either party before the date stated on line 287 shall
238 be effective by Tenant only if stated in writing and delivered to the Firm in accordance with lines 248-270 and effective
239 by the Firm only if stated in writing by the supervising broker and delivered to Tenant in accordance with lines 248-270.

240 **CAUTION: Early termination of this Agreement may be a breach of contract, causing the terminating party to**
241 **potentially be liable for damages.**

242 **EXTENSION OF AGREEMENT TERM** The Agreement term is extended for a period of one year as to any Protected
243 Property under this Agreement. Upon receipt of written request from Tenant or a firm that has a new tenant
244 representation agreement with Tenant, the Firm agrees to promptly deliver to Tenant a written list of those Protected
245 Properties known by the Firm and its agents to which the extension period applies. Should this Agreement be terminated
246 by Tenant prior to the expiration of the term stated in this Agreement, this Agreement shall be extended for Protected
247 Properties, on the same terms, for one year after the Agreement is terminated (lines 233-241).

248 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Agreement, delivery of
249 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at
250 lines 251-270.

251 (1) **Personal Delivery:** giving the document or written notice personally to the party, or the party's recipient for delivery if
252 named at line 253 or 254.

253 Tenant's recipient for delivery (optional): _____
254 Firm's recipient for delivery (optional): _____

255 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
256 Tenant: (_____) _____ Firm: (_____) _____

257 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
258 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 253 or
259 254, for delivery to the party's delivery address at line 263 or 264.

260 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
261 party, or to the party's recipient for delivery if named at line 253 or 254, for delivery to the party's delivery address at line
262 263 or 264.

263 Delivery address for Tenant: _____

264 Delivery address for Firm: _____

265 (5) **Email:** electronically transmitting the document or written notice to the party's email address, if given below at
266 line 269 or 270. If this is a consumer transaction where the property being purchased or the sale proceeds are used
267 primarily for personal, family or household purposes, each consumer providing an email address below has first
268 consented electronically as required by federal law.

269 Email address for Tenant: _____

270 Email address for Firm: _____

271 **ADDITIONAL PROVISIONS** _____
272 _____
273 _____
274 _____
275 _____
276 _____

277 _____
278 _____
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281 _____
282 _____
283 _____

284 **ADDENDA** The attached _____
285 _____ is/are made a part of this Agreement.

286 **TERM OF THE AGREEMENT** From the _____ day of _____,
287 up to and including midnight of the _____ day of _____.
288 Notwithstanding lines 286-287, the Firm and Tenant agree that this Agreement (shall) (shall not) **STRIKE ONE** ("shall" if
289 neither is stricken) end when Tenant acquires an Interest in Property.

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

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302 **■ BY SIGNING BELOW, TENANT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND HAS**
303 **READ ALL 6 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS INCORPORATED INTO THIS**
304 **AGREEMENT.**

305 (x) _____
306 Tenant's Signature ▲ Print Name ► Date ▲

307 (x) _____
308 Tenant's Signature ▲ Print Name ► Date ▲

309 (x) _____
310 Tenant's Signature ▲ Print Name ► Date ▲

311 (x) _____
312 Tenant's Signature ▲ Print Name ► Date ▲

313 _____
314 Tenant Entity Name (if any) ▲

315 (x) _____
316 Authorized Signature ▲ Date ▲
317 Print Name & Title ►

318 _____
319 Firm Name ▲

320 (x) _____
321 Agent's Signature ▲ Print Name ► Date ▲