



VIRTUAL/TELECONFERENCE
REAL ESTATE CONTRACTUAL FORMS ADVISORY COUNCIL
Virtual, 4822 Madison Yards Way, Madison, WI 53705
Contact: Will Johnson (608) 266-2112
June 26, 2023

The following agenda describes the issues that the Council 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 and deliberations of the Council.

AGENDA

12:00 P.M.

OPEN SESSION – CALL TO ORDER – ROLL CALL

- A. Adoption of Agenda (1-2)**
- B. Approval of Minutes of June 14, 2023 (3-4)**
- C. Reminders – Scheduling Concerns
- D. Introductions, Announcements, and Recognition
- E. Administrative Matters**
 - 1. Department, Staff and Council Updates
 - 2. Real Estate Examining Board Update
- F. Review of Real Estate Contractual Forms for Revision – Discussion and Consideration (5-7)**
 - 1. WB-1 – Residential Listing Contract Exclusive Right to Sell **(8-14)**
 - 2. WB-2 – Farm Listing Contract – Exclusive Right to Sell **(15-21)**
 - 3. WB-3 – Vacant Land Listing Contract – Exclusive Right to Sell **(22-28)**
 - 4. WB-4 – Residential Condominium Listing Contract – Exclusive Right to Sell **(29-36)**
 - 5. WB-5 – Commercial Listing Contract – Exclusive Right to Sell **(37-43)**
 - 6. WB-6 – Business Listing Contract - Exclusive Right to Sell **(44-50)**
 - 7. WB-36 – Buyer Agency Agreement **(51-56)**
 - 8. WB-37 – Residential Listing Contract – Exclusive Right to Rent **(57-62)**
 - 9. WB-38 – Commercial Buyer Agency/Tenant Representation Agreement **(63-68)**
 - 10. WB-39 – Tenant Representation Agreement **(69-74)**
- G. Next Steps**
- H. Public Comments**

ADJOURNMENT

NEXT MEETING: SEPTEMBER 13, 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://dps.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 CONTRACTUAL FORMS ADVISORY COUNCIL
MEETING MINUTES
JUNE 14, 2023**

PRESENT: Casey Clickner, Debra Conrad, Michael Gordon, Cori Lamont, Sonya Mays, Kim Moermond, Laura Peck, Angela Rowland, Jonathan Sayas, Thomas Weber Jr., Pamela Widen

STAFF: Will Johnson, Executive Direction; Renee Parton, Legal Counsel; Dialah Azam, Bureau Assistant; and other Department Staff

CALL TO ORDER

Sonya Mays, Chairperson, called the meeting to order at 9:31 a.m. A quorum of eleven (11) members was confirmed.

ADOPTION OF AGENDA

MOTION: Pamela Widen moved, seconded by Thomas Weber Jr., to adopt the agenda as published. Motion carried unanimously.

APPROVAL OF MINUTES FROM APRIL 5, 2023

MOTION: Laura Peck moved, seconded by Angela Rowland, to approve the minutes of April 5, 2023 as published. Motion carried unanimously.

REVIEW OF REAL ESTATE CONTRACTUAL FORMS FOR REVISION

Wire Fraud Language Inclusion

MOTION: Thomas Weber Jr moved, seconded by Michael Gordon, to authorize Debbi Conrad to finalize:

- 1) WB-11 – Residential Offer to Purchase
- 2) WB-12 – Farm Offer to Purchase
- 3) WB-13 – Vacant Land Offer to Purchase
- 4) WB-14 – Residential Condominium Offer to Purchase
- 5) WB-15 – Commercial Offer to Purchase
- 6) WB-16 – Offer to Purchase – Business with Real Estate
- 7) WB-17 – Offer to Purchase - Business without Real Estate
- 8) WB-24 – Option to Purchase
- 9) WB-47 – Amendment to Buyer Agency or Tenant Representation Agreement

to be presented to the Real Estate Examining Board for approval as submitted. Motion carried unanimously.

ADJOURNMENT

MOTION: Casey Clickner moved, seconded by Cori Lamont, to adjourn the meeting.
Motion carried unanimously.

The meeting adjourned at 10:43 a.m.

DRAFT

To: DSPS Real Estate Contractual Forms Advisory Council

From: Cori Lamont, Sr. Director of Legal and Public Affairs
Wisconsin REALTORS® Association

Date: June 20, 2023

Re: Actions in WB forms

The practice of real estate is unique in the fact that real estate licensees compete against each other to gain business from the public, while simultaneously agreeing to cooperate with one another in the transaction. Due to the nature of this healthy competition and cooperation of the profession, real estate licensees can become caught in antitrust controversies.

Federal and state antitrust laws are designed to protect competition, and the opportunity of competitors to engage in business free of artificial restrictions on competition. Such restrictions include price-fixing agreements, group boycotts, “tying” arrangements and market allocation arrangements.

The following proposals focus on enhancing the current consumer transparency in the listing and buyer agency agreements, as well as including dispute resolution for controversy between the seller and firm or buyer and firm, as well as establishing limitation of liability and clarifying the statutory two-year period to sue real estate firms is for all litigation.

Greater Transparency to Consumers – Commissions and commission splits are negotiable. The free market establishes real estate broker commission costs within markets based on influences such as service, consumer preference and what the market can bear. A variety of commission models and business models exist in marketplaces throughout Wisconsin. Wisconsin state-approved forms (WB) currently provide a great deal of transparency and flexibility for consumers about commission.

For instance, the WB forms provide an open-ended space for firms to include the commission and do not make any representation there is a standard commission charged. Additionally, the WB listing contracts include “Compensation to Others” which communicates and documents to the seller what the firm will offer to cooperating firms as well as any exceptions.

Commissions and commission splits are negotiated and established between the listing firm and the seller-client in the listing contract and the buyer’s firm and the buyer client in the buyer agency agreement. The listing contract provides the agreed compensation paid by the seller to the listing firm. At the time of the listing, the listing firm should discuss the commission with the seller, including what the listing firm will offer as cooperative commission, for example, in the MLS. The buyer agency agreement provides the agreed upon compensation paid by the buyer to the buyer’s firm and considers alternative methods of the buyer paying the buyers’ firm, including, “payment of commission from the owner (e.g., seller) or the owner’s agent (e.g., listing firm) provided that all parties to the transaction give prior written consent. Buyer shall pay the Firm’s compensation, reduced by any amounts the Firm receives from the owner or the owner’s agent.” (WB-36 Buyer Agency/Tenant Representation Agreement lines 50-53).

To further increase consumer transparency and education, the following consumer-friendly suggestions are recommended for inclusion in the WB listing and agency agreements:

I. Commission/Compensation

Current language

COMMISSION The Firm's commission shall be _____.

Proposed change

COMMISSION **Commissions Are Negotiable.** The Seller and the Firm agree the Firm's commission shall be _____.

Current language

COMPENSATION TO OTHERS The Firm offers the following commission to cooperating firms: _____. (Exceptions if any): _____.

Proposed change

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

The Firm may offer compensation to cooperating firms in the Multiple Listing Service (MLS) or in compensation agreements. If Seller pays the Firm's commission, the Firm then pays compensation to the cooperating firm if they are procuring cause, or when otherwise required by any applicable compensation agreement, unless otherwise agreed in writing.

Similar language could also be placed in the buyer agency agreements such as the WB-36 in the lines where the commission is stated.

II. Dispute Resolution

Alternative dispute resolution often reduces costs because it avoids court proceedings. Currently, the WB listing and agency agreements state in broad/vague terms that if a dispute cannot be resolved through mutual agreement, "the parties may consider judicial resolution in court or may consider alternative dispute resolution. Alternative dispute resolution may include mediation and binding arbitration." Lines 60-61 of the WB-1 Residential Listing Contract.

The following provision calls for mandatory mediation and arbitration if the dispute cannot be resolved by mutual agreement or negotiation:

DISPUTE RESOLUTION If any dispute or controversy arises under or in connection with this Listing, or the breach, termination or invalidity thereof, and such dispute or controversy cannot be settled through mutual agreement or negotiation, the parties shall first try in good faith to settle the dispute or controversy by mediation. Mediation may be requested from the Wisconsin REALTORS® Association (WRA) or local REALTOR®

Board or Association. If mediation is not successful, the dispute or controversy may be settled by arbitration administered by the WRA or local REALTOR® Board or Association. The parties agree to arbitrate and be bound by the arbitration decision. Judgment may be entered on the arbitrator's award in any court having jurisdiction. By agreeing to binding arbitration, the parties may lose the right to litigate in a court of law those disputes covered by this arbitration agreement.

This language would need to be modified to reflect Agreement rather than listing for the agency agreement.

III. Limitations

Real estate transactions are fraught with frivolous litigation against the real estate firm due to a perceived "deep pocket" of the real estate firm and agent. This frivolous litigation costs consumers, real estate firms and real estate agents considerable time and costs. Effective March 4, 2016, Wisconsin statute, Wis. Stat. § 452.142, reduced the timeframe a real estate licensee could be sued relating to brokerage services from 6 years to 2 years after closing.

Before the creation of Wis. Stat. § 452.142, real estate licensees were vulnerable to litigation relating to a written contract for 6 years. Therefore, a real estate licensee, including their firm, could be sued based upon a listing, buyer agency agreement or offer to purchase anytime within a 6-year period after closing on a transaction, or termination of a listing or buyer agency agreement.

The legislature intended to create a two-year limitation as to when a lawsuit could be commenced against a firm and its agents relating to brokerage services provided. This intention is further supported by legislative history.

However, in recent years, there have been attempts to circumvent Wis. Stat. § 452.142. Former clients and customers are claiming the firm and agent should be financially responsible after the two-year timeframe if the client or customer is held legally responsible in the litigation with the party that purchased or sold the property. Wis. Stat. § 452.142(2), states that the two-year period of limitation applicable to actions against real estate licensees "may not be reduced by agreement." Therefore, the contract cannot reduce the two-year period.

The following proposals help to contractually reinforce the legislative intent:

LIABILITY LIMITATION In no event shall the Firm be liable to a party hereto or any third party for any attorneys' fees or any general, special, indirect, incidental or consequential damages (including, without limitation, indirect, special, punitive, or exemplary damages, damages for loss of business, loss of profits, business interruption, breach of security, or lost or damaged data) arising out of or connected in any way with this Agreement/Listing. The total potential liability of the Firm to the party for any damages, losses, and causes of action shall not exceed the total commission/compensation paid by the party to the Firm.

TIME LIMIT ON ACTIONS No action, regardless of form, arising out of this Agreement/Listing or in connection with this Agreement/Listing may be brought by the party against the Firm or any agents associated with the Firm more than two (2) years after the last day of the Term of the Contract/Agreement.

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 303-333 or attach as an addendum per lines 334-335.

6 ■ INCLUDED IN LIST PRICE: Seller is including in the list price the Property, all Fixtures not excluded on lines 12-14,
7 and the following items: _____
8 _____
9 _____
10 _____
11 _____

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

15 CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the
16 lessor. (See lines 181-194).

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

18 [MARKETING] Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property.
19 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 7-11 during the term
20 of this Listing. The marketing may include: _____
21 _____

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

24 Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See lines 246-252 regarding the
25 Firm's role as marketing agent and Seller's duty to notify the Firm of any potential buyer known to Seller. Seller agrees
26 that the Firm and its agents may market other properties during the term of this Listing.

27 [COMMISSION] The Firm's commission shall be _____
28 _____

- 29 ■ EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:
30 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
31 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
32 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
33 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
34 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
35 price and on substantially the same terms set forth in this Listing and the current WB-11 Residential Offer to Purchase,
36 even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer submitting the
37 written offer has the ability to complete the buyer's obligations under the written offer.

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

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

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

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

52 [COMPENSATION TO OTHERS] The Firm offers the following commission to cooperating firms: _____
53 _____ (Exceptions if any): _____

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

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

63 **FAIR HOUSING** Seller and the Firm and its agents agree that they will not discriminate against any
 64 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section
 65 111.32(13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family
 66 status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

67 **DISCLOSURE TO CLIENTS**

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

- 70 (a) The duty to provide brokerage services to you fairly and honestly.
- 71 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 72 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request
 73 it, unless disclosure of the information is prohibited by law.
- 74 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
 75 information is prohibited by law. (See lines 195-198.)
- 76 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
 77 confidential information or the confidential information of other parties. (See lines 135-150.)
- 78 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 79 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
 80 advantages and disadvantages of the proposals.

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

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

95 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

- 96 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a
 97 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide
 98 services through designated agency, which is one type of multiple representation relationship.
- 99 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or
 100 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide
 101 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.
 102 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,
 103 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal
 104 any of your confidential information to another party unless required to do so by law.
- 105 ■ If a designated agency relationship is not authorized by you or other clients in the transaction you may still authorize
 106 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to
 107 more than one client in a transaction but neither the firm nor any of its agents may assist any client with information,
 108 opinions, and advice which may favor the interests of one client over any other client. Under this neutral approach, the
 109 same agent may represent more than one client in a transaction.
- 110 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage
 111 services to more than one client in the transaction.

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

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

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

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

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

125 **SUBAGENCY**

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

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

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

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

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

141 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 195-198).

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

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

147 **CONFIDENTIAL INFORMATION:** _____

148 _____

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

150 _____

151 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
 152 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as
 153 subagents (other firms engaged by the Firm - see lines 125-129) and firms representing buyers. Cooperation includes
 154 providing access to the Property for showing purposes and presenting offers and other proposals from these firms to
 155 Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed
 156 to attend showings, and the specific terms of offers which should not be submitted to Seller: _____

157 _____

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

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

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

163 The following other buyers _____
 164 _____ are excluded from this Listing until _____ [INSERT DATE].

165 These other buyers are no longer excluded from this Listing after the specified date unless, on or before the specified date,
 166 Seller has either accepted a written offer from the buyer or sold the Property to the buyer.

167 **DEFINITIONS**

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

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

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

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

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

173 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her

174 obligations under a contract or agreement made concerning the transaction.

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

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

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

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

192 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water
193 treatment systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 12-14 and in
194 the offer to purchase.**

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
197 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or
198 affects or would affect the party's decision about the terms of such a contract or agreement.

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

204 ■ **PROPERTY:** Unless otherwise stated, "Property", means all property included in the list price as described on lines 2-5

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

207 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property;

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

210 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding
211 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents
212 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines
213 263-271) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:

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

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

218 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on behalf of
219 a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on lines 220-224.

220 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
221 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to
222 Seller a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this
223 Listing be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for
224 Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 263-271).

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

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

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

236 **REAL ESTATE CONDITION REPORT** Seller agrees to complete the real estate condition report provided by the Firm
 237 to the best of Seller's knowledge. Seller agrees to amend the report should Seller learn of any Defect(s) after completion
 238 of the report but before acceptance of a buyer's offer to purchase. Seller authorizes the Firm and its agents to distribute
 239 the report to all interested parties and agents inquiring about the Property. Seller acknowledges that the Firm and its
 240 agents have a duty to disclose all Material Adverse Facts as required by law.

241 **SELLER REPRESENTATIONS REGARDING DEFECTS** Seller represents to the Firm that as of the date of this
 242 Listing, Seller has no notice or knowledge of any Defects affecting the Property other than those noted on the real estate
 243 condition report.
 244 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**
 245 **DAMAGES AND COSTS.**

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

253 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
 254 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
 255 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
 256 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
 257 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
 258 wrongdoing of the Firm or its agents. Seller acknowledges that individual showings and open houses may be
 259 conducted by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and
 260 inspections without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be
 261 present at all inspections and testing and may photograph or videotape Property unless otherwise provided for in
 262 additional provisions at lines [303-333](#) or in an addendum per lines [334-335](#).

263 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
 264 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.
 265 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the
 266 commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller
 267 and the Firm agree that any termination of this Listing by either party before the date stated on [line 337](#) shall be
 268 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 280-302 and effective
 269 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 280-302.
 270 **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to**
 271 **potentially be liable for damages.**

272 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the
 273 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,
 274 the Firm shall hold and disburse earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch. REEB
 275 18. If the transaction fails to close and the Seller requests and receives the earnest money as the total liquidated damages,
 276 then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash advances made by the
 277 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
 278 full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment to the Firm
 279 shall not terminate this Listing.

280 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of
281 documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at
282 lines 283-302.

283 (1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery
284 if named at line 285 or 286.

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

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

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

288 Seller: (_____) _____ Firm: (_____) _____

289 (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
290 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 285 or
291 286, for delivery to the Party's delivery address at line 295 or 296.

292 (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
293 Party, or to the Party's recipient for delivery if named at line 285 or 286, for delivery to the Party's delivery address at
294 line 295 or 296.

295 Delivery address for Seller: _____

296 Delivery address for Firm: _____

297 (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below
298 at line 301 or 302. If this is a consumer transaction where the property being purchased or the sale proceeds are used
299 primarily for personal, family or household purposes, each consumer providing an e-mail address below has first
300 consented electronically as required by federal law.

301 E-Mail address for Seller: _____

302 E-Mail address for Firm: _____

303 **ADDITIONAL PROVISIONS** _____

304 _____

305 _____

306 _____

307 _____

308 _____

309 _____

310 _____

311 _____

312 _____

313 _____

314 _____

315 _____

316 _____

317 _____

318 _____

319 _____

320 _____

321 _____

322 _____

323 _____

324 _____

325 _____

326 _____

327 _____

328 _____

329 _____

330 _____

331 _____

332 _____

333 _____

334 **ADDENDA** The attached addenda _____

335 _____ is/are made part of this Listing.

336 **TERM OF THE CONTRACT** From the _____ day of _____, _____, up

337 to the earlier of midnight of the _____ day of _____, _____, or the

338 conveyance of the entire Property.

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

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

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

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

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

354 (x) _____
 355 Seller's Signature ▲ Print Name Here ▲ Date ▲

356 (x) _____
 357 Seller's Signature ▲ Print Name Here ▲ Date ▲

358 (x) _____
 359 Seller's Signature ▲ Print Name Here ▲ Date ▲

360 (x) _____
 361 Seller's Signature ▲ Print Name Here ▲ Date ▲

362 Seller Entity Name (if any): _____
 363 Print Name Here ▲

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

366 (x) _____
 367 Agent for Firm ▲ Print Name Here ▲ Firm Name ▲ Date ▲

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 320-352, or attached as an addendum
6 per lines 353-354.) Insert additional description, if any, at lines 320-352 or attach as an addendum per lines 353-354.

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 240-258).**

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 122-128 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: _____
47 _____ (Exceptions if any): _____

48 **COMMISSION** The Firm's commission shall be _____
49 _____

50 ■ **EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:
51 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
52 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
53 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
54 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

55 5) A ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Property at, or above,
 56 the list price and on substantially the same terms set forth in this Listing and the current WB-12 Farm Offer To
 57 Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer
 58 submitting the written offer has the ability to complete the buyer's obligations under the written offer.

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

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

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

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

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

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

77 **OCCUPANCY** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.
 78 Unless otherwise agreed, Seller agrees to have any residential dwelling in broom swept condition and the Property free of
 79 all debris and personal property except for personal property belonging to current tenants, sold to buyer or left with
 80 buyer's consent. Should Seller or Seller's tenant occupy the Property after closing or retain ownership of crops, consider a
 81 special agreement regarding an occupancy escrow, insurance, utilities, maintenance, responsibility for and rights to
 82 unharvested crops, farm operations and government programs, etc.

83 **REAL ESTATE CONDITION REPORT** Seller agrees to complete the real estate condition report provided by the Firm to
 84 the best of Seller's knowledge. Seller agrees to amend the report should Seller learn of any Defect(s) after completion of
 85 the report but before acceptance of a buyer's offer to purchase. Seller authorizes the Firm and its agents to distribute the
 86 report to all interested parties and agents inquiring about the Property. Seller acknowledges that the Firm and its agents
 87 have a duty to disclose all Material Adverse Facts as required by law.

88 **SELLER REPRESENTATIONS REGARDING DEFECTS** Seller represents to the Firm that as of the date of this Listing,
 89 Seller has no notice or knowledge of any Defects affecting the Property other than those noted on the real estate
 90 condition report.

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

93 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
 94 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
 95 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to hold
 96 the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
 97 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
 98 wrongdoing of the Firm or its agents. Seller acknowledges that individual showings and open houses may be conducted
 99 by licensees other than the Firm, that appraisers and inspectors may conduct appraisals and inspections without being
 100 accompanied by agents of the Firm or other licensees, and that buyers or licensees may be present at all inspections and
 101 testing and may photograph or videotape Property unless otherwise provided for in additional provisions at lines **320-352**
 102 or in an addendum per **lines 353-354.**

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

108 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon receipt
 109 of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller a written
 110 list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing be
 111 terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for Protected
 112 Buyers, on the same terms, for one year after the Listing is terminated (lines 113-121).

113 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
 114 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.
 115 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the

116 commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker.
 117 Seller and the Firm agree that any termination of this Listing by either party before the date stated on line 359 shall be
 118 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 298-319 and effective by
 119 the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 298-319.

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

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

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

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

135 **DISCLOSURE TO CLIENTS**

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

- 138 (a) The duty to provide brokerage services to you fairly and honestly.
- 139 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 140 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
 141 unless disclosure of the information is prohibited by law.
- 142 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
 143 information is prohibited by law. (See lines 259-262.)
- 144 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
 145 confidential information or the confidential information of other parties. (See lines 201-217.)
- 146 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 147 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
 148 advantages and disadvantages of the proposals.

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

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

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

162 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

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

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

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

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

CHECK ONLY ONE OF THE THREE BELOW:

179

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

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

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

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

191

SUBAGENCY

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

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

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

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

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

- 207 1) Material adverse facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 259-262).
 208 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
 209 the property or real estate that is the subject of the transaction.

210 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
 211 information below (see lines 213-214). At a later time, you may also provide the Firm with other information you consider
 212 to be confidential.

213 **CONFIDENTIAL INFORMATION:** _____
 214 _____

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

218 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
 219 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as subagents
 220 (other firms engaged by the Firm - see lines 191-195) and firms representing buyers. Cooperation includes providing
 221 access to the Property for showing purposes and presenting offers and other proposals from these firms to Seller. Note
 222 any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to attend
 223 showings, and the specific terms of offers which should not be submitted to Seller: _____
 224 _____

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

DEFINITIONS

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

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

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

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

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

236 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that
 237 would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or

238 replaced would significantly shorten or adversely affect the expected normal life of the premises.

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

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

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

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

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

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

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

- 271 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property;
- 272 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential
273 terms upon which the buyer might acquire an interest in the Property; or
- 274 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding
275 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents
276 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines
277 113-121) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as
278 follows:
 - 279 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the
280 individuals in the Listing; or,
 - 281 b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the
282 firm or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

283 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on behalf
284 of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on lines 108-
285 112.

286 **NON-DISCRIMINATION** Seller and the Firm and its agents agree that they will not discriminate against any
287 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section
288 111.32 (13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family
289 status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

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

298 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of documents

299 and written notices to a party shall be effective only when accomplished by one of the methods specified at lines 300-319.

300 (1) Personal Delivery: giving the document or written notice personally to the party, or the party's recipient for delivery if

301 named at line 302 or 303.

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

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

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

305 Seller: (_____) _____ Firm: (_____) _____

306 (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
307 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 302 or
308 303 for delivery to the party's delivery address at line 312 or 313.

309 (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
310 Party, or to the party's recipient for delivery if named at line 302 or 303 for delivery to the party's delivery address at line
311 312 or 313.

312 Delivery address for Seller: _____

313 Delivery address for Firm: _____

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

318 E-Mail address for Seller: _____

319 E-Mail address for Firm: _____

320 **ADDITIONAL PROVISIONS** _____

321 _____
322 _____
323 _____
324 _____
325 _____
326 _____
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351 _____
352 _____

353 **ADDENDA** The attached addenda _____
354 _____ is/are made part of this Listing

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

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

361
362

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.

363
364
365
366
367

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.

368
369
370

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.

371
372

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

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

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

384 _____
385 Seller Entity Name (if any) Print Name ▲

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

389 _____
390 Firm Name ▲

391 (x) _____
392 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 313-345 or attach as an addendum per lines 346-347.

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

8 ■ **NOT INCLUDED IN LIST PRICE:** _____
9 _____.

10 **CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the**
11 **lessor. (See lines 239-244).**

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

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

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

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

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

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

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

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

31 **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property.
32 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 5-7 during the term
33 of this Listing. The marketing may include: _____.

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

36 _____ Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See
37 lines 174-180 regarding the Firm's role as marketing agent and Seller's duty to notify the Firm of any potential buyer
38 known to Seller. Seller agrees that the Firm and its agents may market other properties during the term of this Listing.

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

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

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

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

48 **COMPENSATION TO OTHERS** The Firm offers the following commission to cooperating firms: _____
49 _____ (Exceptions if any): _____.

50 **COMMISSION** The Firm's commission shall be _____
51 _____.

- 52 ■ **EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:
- 53 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
 - 54 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
 - 55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
 - 56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

57 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
 58 list price and on substantially the same terms set forth in this Listing and the current WB-13 Vacant Land Offer to
 59 Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer
 60 submitting the written offer has the ability to complete the buyer's obligations under the written offer.
 61 The Firm's commission shall be earned if, during the term of the Listing, one owner of the Property sells, conveys,
 62 exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by
 63 divorce judgment.

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

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

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

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

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

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

84 **DISCLOSURE TO CLIENTS**

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

- 87 (a) The duty to provide brokerage services to you fairly and honestly.
- 88 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 89 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
 90 unless disclosure of the information is prohibited by law.
- 91 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
 92 information is prohibited by law. (See lines 245-248.)
- 93 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
 94 confidential information or the confidential information of other parties. (See lines 151-166.)
- 95 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 96 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
 97 advantages and disadvantages of the proposals.

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

- 100 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect
 101 your transaction, unless you release the firm from this duty.
- 102 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse
 103 Facts.
- 104 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests
 105 that are within the scope of 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
 108 required by law, give information or advice to other parties who are not the firm's clients, if giving the information or
 109 advice is contrary to your interests.

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

112 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

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

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

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

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

129

CHECK ONLY ONE OF THE THREE BELOW:

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

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

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

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

141

SUBAGENCY

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

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

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

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

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

157 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 245-248).

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

160 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
 161 information below (see lines 163-164). At a later time, you may also provide the Firm with other information you
 162 consider to be confidential.

163 **CONFIDENTIAL INFORMATION:** _____

164 _____

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

166 _____

167 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
 168 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as
 169 subagents (other firms engaged by the Firm - see lines 141-145) and firms representing buyers. Cooperation includes
 170 providing access to the Property for showing purposes and presenting offers and other proposals from these firms to
 171 Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to
 172 attend showings, and the specific terms of offers which should not be submitted to Seller: _____

173 _____

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

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

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

191 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
 192 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller
 193 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing
 194 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for
 195 Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 196-204).

196 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
 197 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.
 198 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the
 199 commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller
 200 and the Firm agree that any termination of this Listing by either party before the date stated on line 349 shall be
 201 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 290-312 and effective
 202 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 290-312.

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

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

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

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

215 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
 216 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
 217 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
 218 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
 219 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
 220 wrongdoing of the Firm and its agents. Seller acknowledges that individual showings and open houses may be
 221 conducted by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and
 222 inspections without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be
 223 present at all inspections and testing and may photograph or videotape Property unless otherwise provided for in
 224 additional provisions at lines 313-345 or in an addendum per lines 346-347.

225 **DEFINITIONS**

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

- 227 a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
- 228 1) Significantly and adversely affecting the value of the Property;
 - 229 2) Significantly reducing the structural integrity of improvements to real estate; or
 - 230 3) Presenting a significant health risk to occupants of the Property.

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

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

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

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

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

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

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

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

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

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

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

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

261 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding
 262 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents
 263 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines
 264 196-204) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:

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

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

269 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on
 270 behalf of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on
 271 lines 191-195.

272 **NON-DISCRIMINATION** Seller and the Firm and its agents agree that they will not discriminate against any
 273 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section
 274 111.32(13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family
 275 status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

276 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the
 277 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,
 278 the Firm shall hold and disburse the earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch.
 279 REEB 18. If the transaction fails to close and the Seller requests and receives the earnest money as the total liquidated
 280 damages, then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash advances
 281 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
 282 the Firm as full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment
 283 to the Firm shall not terminate this Listing.

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

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

290 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of
291 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at
292 lines 293-312.

293 (1) Personal Delivery: giving the document or written notice personally to the party, or the party's recipient for delivery if
294 named at line 295 or 296.

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

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

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

298 Seller: (_____) Firm: (_____)

299 (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
300 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 295 or
301 296, for delivery to the party's delivery address at line 305 or 306.

302 (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
303 party, or to the party's recipient for delivery if named at line 295 or 296 for delivery to the party's delivery address at line
304 305 or 306.

305 Delivery address for Seller: _____

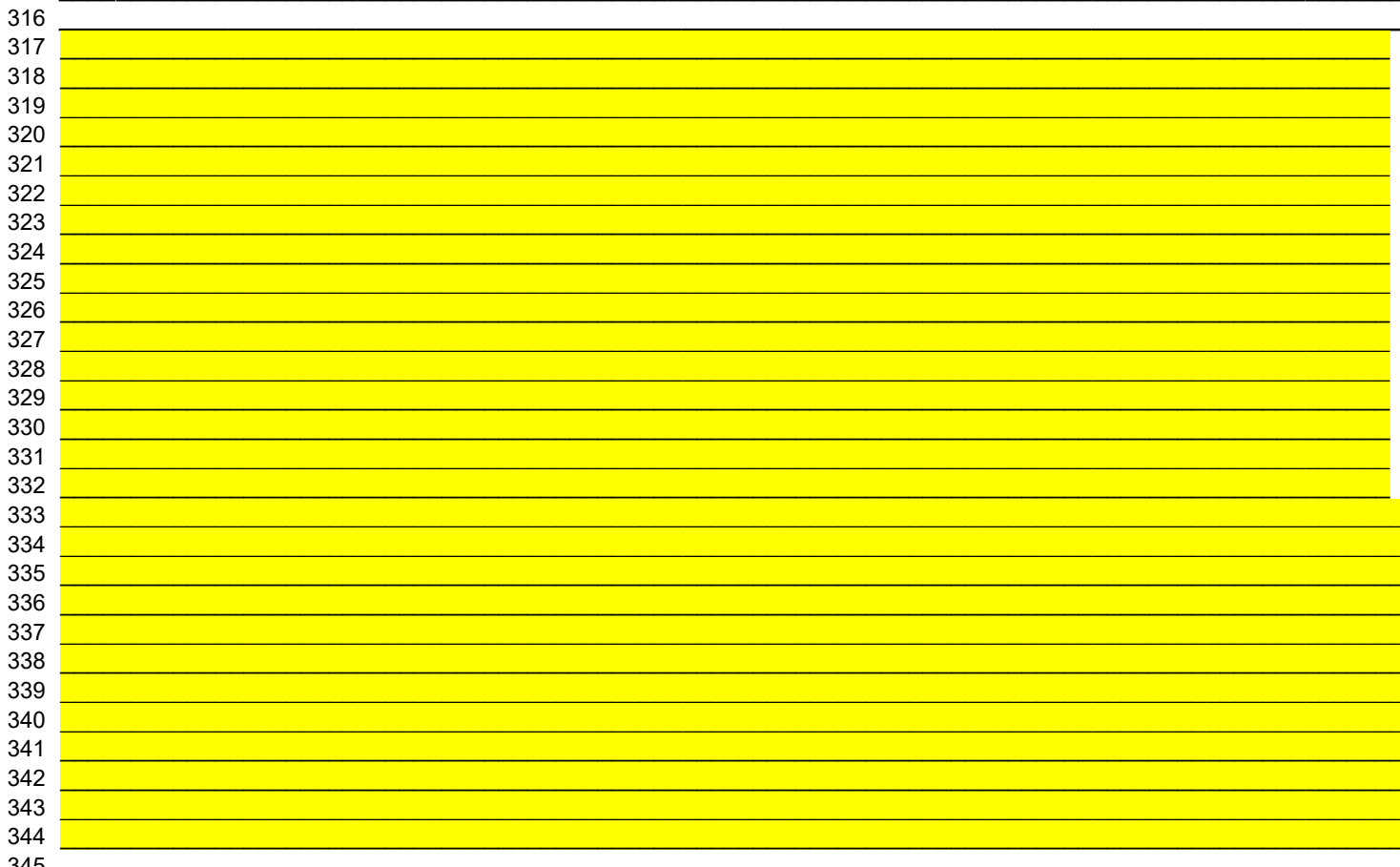
306 Delivery address for Firm: _____

307 (5) E-Mail: electronically transmitting the document or written notice to the party's e-mail address, if given below at
308 line 311 or 312. If this is a consumer transaction where the property being purchased or the sale proceeds are used
309 primarily for personal, family or household purposes, each consumer providing an e-mail address below has first
310 consented electronically as required by federal law.

311 E-Mail address for Seller: _____

312 E-Mail address for Firm: _____

313 **ADDITIONAL PROVISIONS** _____
314 _____
315 _____



346 **ADDENDA** The attached addenda _____
347 _____ is/are made part of this Listing.

348 **TERM OF THE CONTRACT** From the _____ day of _____, _____, up
349 to the earlier of midnight of the _____ day of _____, _____, or the conveyance
350 of the entire Property.

351
352

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.

353
354
355
356
357

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.

358
359
360

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.

361
362

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

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

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

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

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

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

374 _____
375 Seller Entity Name (if any) Print Name ▲

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

379 _____
380 Firm Name ▲

381 (x) _____
382 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 373-403 or attach as an addendum per lines 404-405.

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 300-313).**

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 196-216 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: _____
37 _____ (Exceptions if any): _____.

38 **COMMISSION** the Firm's commission shall be _____
39 _____.

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

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

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

- 54 ■ **CALCULATION:** A percentage commission shall be calculated based on the following, if earned above:
- 55 • Under 1) or 2) the total consideration between the parties in the transaction.
 - 56 • Under 3) or 4) the list price if the entire Property is involved.

- 57 • Under 3) if the exchange involves less than the entire Property or under 4) if the effective change in ownership or
- 58 control involves less than the entire Property, the fair market value of the portion of the Property exchanged or for
- 59 which there was an effective change in ownership or control.
- 60 • Under 5) the total offered purchase price.

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

62 **remaining Property.**

63 **BUYER FINANCIAL CAPABILITY** The Firm and its agents are not responsible under Wisconsin statutes or regulations to

64 qualify a buyer's financial capability. If Seller wishes to confirm a buyer's financial capability, Seller may negotiate inclusion of

65 a contingency for financing, proof of funds, qualification from a lender, sale of buyer's property, or other confirmation in any

66 offer to purchase or contract.

67 **DISPUTE RESOLUTION** The Parties understand that if there is a dispute about this Listing or an alleged breach, and

68 the parties cannot resolve the dispute by mutual agreement, the parties may consider judicial resolution in court or may

69 consider alternative dispute resolution. Alternative dispute resolution may include mediation and binding

70 arbitration. Should the parties desire to submit any potential dispute to alternative dispute resolution, it is recommended

71 that the parties add such in Additional Provisions or in an Addendum.

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 314-317.)
- 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 139-157.)
- 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
- 91 Facts.
- 92 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests
- 93 that are within the scope of the agency agreement.
- 94 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
- 95 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless
- 96 required by law, give information or advice to other parties who are not the firm's clients, if giving the information or
- 97 advice is contrary to your interests.

98 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation

99 relationship"), different duties may apply.

100 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

101 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a

102 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services

103 through designated agency, which is one type of multiple representation relationship.

104 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or

105 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide

106 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.

107 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,

108 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal

109 any of your confidential information to another party unless required to do so by law.

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

111 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more

112 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,

113 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same

114 agent may represent more than one client in a transaction.

115 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage

116 services to more than one client in the transaction.

117

CHECK ONLY ONE OF THE THREE BELOW:

- 118 The same firm may represent me and the other party as long as the same agent is not representing us both
119 (multiple representation relationship with designated agency).
- 120 The same firm may represent me and the other party, but the firm must remain neutral regardless if one or
121 more different agents are involved (multiple representation relationship without designated agency).
- 122 The same firm cannot represent both me and the other party in the same transaction (I reject multiple
123 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 associated with the subagent firm will not put
 132 their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to
 133 other parties 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 CLIENTS:** The Firm and its agents will keep confidential any information given to
 140 the Firm and 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
 142 disclose particular information. The Firm and its agents shall continue to keep the information confidential after the Firm
 143 is no 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 (lines 314-317).
- 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 151-154). At a later time, you may also provide the Firm with other information you
 150 consider to be confidential.

151 **CONFIDENTIAL INFORMATION:** _____
 152 _____
 153 _____

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

158 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
 159 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as
 160 subagents (other firms engaged by the Firm - see lines 129-133) and firms representing buyers. Cooperation includes
 161 providing access to the Property for showing purposes and presenting offers and other proposals from these firms to
 162 Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to
 163 attend showings, and the specific terms of offers which should not be submitted to Seller: _____
 164 _____

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

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

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

172 _____ are excluded from this Listing until _____
 173 [INSERT DATE]. These other buyers are no longer excluded from this Listing after the specified date unless, on or
 174 before the specified date, Seller has either accepted an offer from the buyer or sold the Property to the buyer.

175 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
 176 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller
 177 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing
 178 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for
 179 Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 180-188).

180 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent
 181 a material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the
 182 Firm. Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the
 183 commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker.
 184 Seller and the Firm agree that any termination of this Listing by either party before the date stated on line 407 shall be
 185 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 350-372 and effective
 186 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 350-372.
 187 **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to**
 188 **potentially be liable for damages.**

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

193 **OCCUPANCY** Unless otherwise provided, Seller agrees to give buyer occupancy of the Unit and any limited common
 194 elements at time of closing and to have the Unit in broom swept condition and free of all debris and personal property
 195 except for personal property belonging to current tenants, sold to the buyer or left with the buyer's consent.

196 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with the Firm in the Firm's
 197 marketing efforts and to provide the Firm with all records, documents and other material in Seller's possession or control
 198 which are required in connection with the sale, including, but not limited to, copies of the condominium association's
 199 condominium disclosure materials as described in lines 217-254. In addition, the Buyer may also request the following:

- 200 1) the condominium association's financial statements for the last two years,
- 201 2) the minutes of the last 3 unit owner's meetings,
- 202 3) the minutes of condominium board meetings during the 12 months prior to acceptance,
- 203 4) information about contemplated or pending condominium special assessments,
- 204 5) the association's certificate of insurance,
- 205 6) a statement from the association indicating the balance of reserve accounts controlled by the association,
- 206 7) a statement from the association of the amount of any unpaid assessments on the unit (per Wis. Stat. § 703.165),
- 207 8) any common element inspection reports (e.g. roof, swimming pool, elevator and parking garage inspections, etc.),
- 208 9) any pending litigation involving the association,
- 209 10) the declaration, bylaws, budget and/or most recent financial statement of any master association,
- 210 or additional association the unit may be part of, and
- 211 11) other documents related to the condominium.

212 Seller authorizes the Firm to do those acts reasonably necessary to effect a sale and Seller agrees to cooperate fully
 213 with these efforts which may include use of a multiple listing service, Internet advertising or a lockbox system at the
 214 Property. Seller shall promptly refer all persons making inquiries concerning the Property to the Firm and notify the Firm
 215 in writing of any potential buyers with whom Seller negotiates or who view the Property with Seller during the term of
 216 this Listing.

217 **CONDOMINIUM DISCLOSURE MATERIALS** Seller agrees to provide buyers with complete, current and accurate
 218 copies of the condominium disclosure materials required by Wis. Stat. § 703.33. Seller is required to provide buyers with
 219 the condominium disclosure materials within 10 days of acceptance of the offer, but no later than 15 days prior to
 220 closing. Seller is responsible, at Seller's expense (see Wis. Stat. § 703.20(2)), to obtain all required condominium
 221 disclosure materials (see lines 226-254 below) and condominium documents which may be requested by a buyer in the
 222 terms of an offer, (see lines 200-211 above) and to obtain and promptly provide the buyer with any amendments or
 223 updates to the condominium disclosure materials arising before closing.

224 The condominium disclosure materials required by statute include a copy of the following and any amendments to any
 225 of these (except as limited for small condominiums per Wis. Stat. § 703.365):

- 226 a) proposed or existing declaration, bylaws and any rules or regulations, and an index of the contents,
- 227 b) proposed or existing articles of incorporation of the association, if it is or is to be incorporated,
- 228 c) proposed or existing management contract, employment contract or other contract affecting the use, maintenance
 229 or access of all or part of the condominium,
- 230 d) projected annual operating budget for the condominium including reasonable details concerning the estimated
 231 monthly payments by the purchaser for assessments and other monthly charges,
- 232 e) leases to which unit owners or the association will be a party,
- 233 f) general description of any contemplated expansion of condominium including each stage of expansion and the
 234 maximum number of units that can be added to the condominium,
- 235 g) unit floor plan showing location of common elements and other facilities available to unit owners,
- 236 h) the executive summary.

237 If the condominium was an occupied structure prior to the recording of the condominium declaration, it is a "conversion
238 condominium," and the "condominium disclosure materials" for a conversion condominium with five or more units also
239 include:

- 240 1) a declarant's statement based on an independent engineer's or architect's report describing the present condition of
241 structural, mechanical and electrical installations;
- 242 2) a statement of the useful life of the items covered in 1), unless a statement that no representations are being made
243 is provided, and
- 244 3) a list of notices of uncured code or other municipal violations, including an estimate of the costs of curing the
245 violations.

246 A buyer may, at any time within 5 business days following receipt of all of the condominium disclosure materials
247 required by statute, rescind an offer by delivering written notice without stating any reason and without any liability on
248 his or her part. If condominium disclosure materials provided to a buyer are incomplete, the buyer may, within 5
249 business days of the buyer's receipt of the incomplete materials, either rescind the offer or request any missing
250 documents. Seller has 5 business days following receipt of a buyer's request for missing documents to deliver the
251 requested documents. A buyer may rescind the sale within 5 business days of the earlier of the buyer's receipt of
252 requested missing documents or the deadline for Seller's delivery of the documents [Wis. Stat. § 703.33(4)(b)]. A buyer
253 also has a 5-business day right to rescind after delivery of an amendment to any of the disclosure materials required
254 by statute if the amendment materially affects the rights of the buyer. [Wis. Stat. § 703.33(3m) & (4)(a)].

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

260 **REAL ESTATE CONDITION REPORT** Seller agrees to complete the real estate condition report provided by the Firm
261 to the best of Seller's knowledge. Seller agrees to amend the report should Seller learn of any Defect(s) after
262 completion of the report but before acceptance of a buyer's offer to purchase. Seller authorizes the Firm and its agents
263 to distribute the report to all interested parties and agents inquiring about the Property. Seller acknowledges that the
264 Firm and its agents have a duty to disclose all Material Adverse Facts as required by law. Wis. Stat. § 709.03 provides
265 that when the Property is a condominium unit, the property to which the real estate condition report applies is the
266 condominium unit, the common elements of the condominium and any limited common elements that may be used only
267 by the owner of the condominium unit being transferred. Wis. Stat. § 709.02(2) requires that Seller also furnish a
268 condominium addendum to the Real Estate Condition Report and a copy of the executive summary along with the Real
269 Estate Condition Report. Note: Small condominiums may not all be required to have an executive summary per Wis.
270 Stat. § 703.365 (1) (b) and (8).

271 **SELLER REPRESENTATIONS REGARDING DEFECTS** Seller represents to the Firm that as of the date of this Listing,
272 Seller has no notice or knowledge of any Defects affecting the Property other than those noted on the real estate condition
273 report.

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

276 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
277 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
278 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
279 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
280 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
281 wrongdoing of the Firm and its agents. Seller acknowledges that individual showings and open houses may be
282 conducted by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and
283 inspections without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be
284 present at all inspections and testing and may photograph or videotape Property unless otherwise provided for in
285 additional provisions at [lines 373-403](#) or in an addendum per lines 404-405.

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

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

- 288 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
 - 289 1) Significantly and adversely affecting the value of the Property;
 - 290 2) Significantly reducing the structural integrity of improvements to real estate; or
 - 291 3) Presenting a significant health risk to occupants of the Property.

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

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

296 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that
297 would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or

298 replaced would significantly shorten or adversely affect the expected normal life of the premises.

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

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

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

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

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

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

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

- 326 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property;
- 327 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential
- 328 terms upon which the buyer might acquire an interest in the Property; or
- 329 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding
- 330 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents
- 331 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines
- 332 180-188) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:
- 333 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the
- 334 individuals in the Listing; or,
- 335 b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the firm
- 336 or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

337 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on behalf of
338 a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on lines 175-179.

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

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

350 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of
351 documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at
352 lines 353-372.

353 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery
354 if named at line 355 or 356.

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

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

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

358 Seller: (_____) _____ Firm: (_____) _____

359 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
360 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 355 or
361 356, for delivery to the Party's delivery address at line 365 or 366.

362 (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
363 Party, or to the Party's recipient for delivery if named at line 355 or 356 for delivery to the Party's delivery address at line
364 365 or 366.

365 Delivery address for Seller: _____

366 Delivery address for Firm: _____

367 (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at
368 line 371 or 372. If this is a consumer transaction where the property being purchased or the sale proceeds are used
369 primarily for personal, family or household purposes, each consumer providing an e-mail address below has first
370 consented electronically as required by federal law.

371 E-Mail address for Seller: _____

372 E-Mail address for Firm: _____

373 **ADDITIONAL PROVISIONS** _____

374 _____

375 _____

376 _____

377 _____

378 _____

379 _____

380 _____

381 _____

382 _____

383 _____

384 _____

385 _____

386 _____

387 _____

388 _____

389 _____

390 _____

391 _____

392 _____

393 _____

394 _____

395 _____

396 _____

397 _____

398 _____

399 _____

400 _____

401 _____

402 _____

403 _____

404 **ADDENDA** The attached addenda _____

405 _____ is/are made part of this Listing.

406 **TERM OF THE CONTRACT** From the _____ day of _____, _____, up

407 to the earlier of midnight of the _____ day of _____, _____, or the conveyance

408 of the entire Property.

409
410

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.

411
412
413
414
415

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.

416
417
418

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.

419
420

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

421 **BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND**
422 **THAT HE/SHE HAS READ ALL 8 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS**
423 **INCORPORATED INTO THE LISTING.**

424 (x) _____
425 Seller's Signature ▲ _____ Print Name Here: ▲ _____ Date ▲ _____

426 (x) _____
427 Seller's Signature ▲ _____ Print Name Here ▲ _____ Date ▲ _____

428 (x) _____
429 Seller's Signature ▲ _____ Print Name Here ▲ _____ Date ▲ _____

430 (x) _____
431 Seller's Signature ▲ _____ Print Name Here: ▲ _____ Date ▲ _____

432 _____
433 Seller Entity Name (if any) ▲ _____

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

437 _____
438 Firm Name ▲ _____

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

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 320-331 or attach as an addendum per lines 332-333.

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 182-193).**

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 231-237 regarding the Firm's
34 role as marketing agent and Seller's duty to notify the Firm of any potential buyer known to Seller. Seller agrees that the
35 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: _____
38 _____ (Exceptions if any): _____
39 _____.

40 **COMMISSION** The Firm's commission shall be _____
41 _____
42 _____.

43 ■ **EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:
44 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
45 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
46 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
47 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
48 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
49 list price and on substantially the same terms set forth in this Listing and the current WB-15 Commercial Offer to
50 Purchase, even if Seller does not accept this buyer's offer. A buyer is ready, willing and able when the buyer
51 submitting the written offer has the ability to complete the buyer's obligations under the written offer.
52 The Firm's commission shall be earned if, during the term of the Listing, one owner of the Property sells, conveys,
53 exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by divorce
54 judgment.

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

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

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

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

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

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

75 **DISCLOSURE TO CLIENTS**

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

- 78 (a) The duty to provide brokerage services to you fairly and honestly.
- 79 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 80 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
81 unless disclosure of the information is prohibited by law.
- 82 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
83 information is prohibited by law. (See lines 194-197.)
- 84 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
85 confidential information or the confidential information of other parties. (See lines 142-159.)
- 86 (f) The duty to safeguard trust funds and other property the firm and its agents holds.
- 87 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
88 advantages and disadvantages of the proposals.

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

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

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

102 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

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

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

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

113 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more
114 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,
115 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same
116 agent may represent more than one client in a transaction.
117 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage
118 services to more than one client in the transaction.

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

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

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

132 **SUBAGENCY**

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

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

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

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

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

- 148 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 194-197).
- 149 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
150 the property or real estate that is the subject of the transaction.

151 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
152 information below (see lines 154-156). At a later time, you may also provide the Firm with other information you
153 consider to be confidential.

154 **CONFIDENTIAL INFORMATION:** _____
155 _____
156 _____

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

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

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

168 **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

- 206 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property;
- 207 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential
 208 terms upon which the buyer might acquire an interest in the Property; or
- 209 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding
 210 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents
 211 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines
 212 301-311) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as
 213 follows:
 - 214 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the
 215 individuals in the Listing; or,
 - 216 b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the
 217 firm or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

218 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on
 219 behalf of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on
 220 lines 298-302.

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

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

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

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

238 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
 239 agents will work and cooperate with other firms in marketing the Property, including firms acting as subagents (other
 240 firms engaged by the Firm - see lines 132-136) and firms representing buyers. Cooperation includes providing access to
 241 the Property for showing purposes and presenting offers and other proposals from these firms to Seller. Note any firms
 242 with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to attend showings, and
 243 the specific terms of offers which should not be submitted to Seller: _____
 244 _____.

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

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

249 The following other buyers _____
 250 _____ are excluded from this Listing until _____

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

253 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of
 254 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at
 255 lines 256-275.

256 (1) Personal Delivery: giving the document or written notice personally to the party, or the party's recipient for delivery if
 257 named at line 258 or 259.

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

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

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

261 Seller: (_____) _____ Firm: (_____) _____

262 (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
 263 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 258 or
 264 259, for delivery to the party's delivery address at line 268 or 269.

265 (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
 266 party, or to the party's recipient for delivery if named at line 258 or 259 for delivery to the party's delivery address at line
 267 268 or 269.

268 Delivery address for Seller: _____

269 Delivery address for Firm: _____

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

274 E-Mail address for Seller: _____

275 E-Mail address for Firm: _____

276 **NON-DISCRIMINATION** Seller and the Firm and its agents agree that they will not discriminate against any
277 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section
278 111.32 (13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family
279 status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

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

288 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
289 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
290 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
291 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
292 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
293 wrongdoing of the Firm or its agents. Seller acknowledges that individual showings and open houses may be conducted
294 by licensees other than the Firm, that appraisers and inspectors may conduct appraisals and inspections without being
295 accompanied by agents of the Firm or other licensees, and that buyers or licensees may be present at all inspections
296 and testing and may photograph or videotape Property unless otherwise provided for in additional provisions at lines
297 320-331 or in an addendum per lines 332-333.

298 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
299 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller
300 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing
301 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for
302 Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 303-311).

303 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
304 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.
305 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the
306 commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller
307 and the Firm agree that any termination of this Listing by either party before the date stated on line 335 shall be
308 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 253-275 and effective
309 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 253-275.

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

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

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

320 **ADDITIONAL PROVISIONS** _____
321 _____
322 _____
323 _____
324 _____
325 _____
326 _____
327 _____
328 _____
329 _____
330 _____
331 _____

332 **ADDENDA** The attached addenda _____
333 _____ is/are made part of this Listing.

334 **TERM OF THE CONTRACT** From the _____ day of _____,
335 up to the earlier of midnight of the _____ day of _____, _____, or the
336 conveyance of the entire Property.

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

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

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

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

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

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

353 _____
354 Seller Entity Name (if any) Print Name ▲

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

358 _____
359 Seller Entity Name (if any) ▲

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

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

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

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

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

371 _____
372 Firm Name ▲

373 (x) _____
374 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 250-260 or attach as an addendum per line 333.

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 201-205)

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 250-260 or attach as an addendum per
31 line 333.

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 269-276).**

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

41 _____ Seller has a duty to cooperate with the
42 marketing efforts of the Firm and its agents. See lines 179-184 regarding the Firm's role as marketing agent and Seller's duty to notify the Firm of any
43 potential buyers known to Seller. Seller agrees that the Firm and its agents may market other assets and properties during the term of this Listing.

44 **COMPENSATION TO OTHERS** The Firm offers the following commission to cooperating firms: _____

45 _____

46 (Exceptions if any): _____

47 **COMMISSION** The Firm's commission shall be _____

48 _____

49 _____

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

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

52 2) Seller grants an option to purchase all or any part of the Assets which is subsequently exercised;

53 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Assets;

54 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
55 party, other than in the ordinary course of business;

- 56 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
57 ownership, management or control of the Business;
- 58 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
59 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
60 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
61 able when the buyer submitting the written offer has the ability to complete the buyer's obligations under the written offer;
- 62 7) Seller enters into a management contract involving all or any part of the Assets during the term of this Listing;
- 63 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.

64 **NOTE: Each item on lines 51-63 is a commissionable event and the commission due shall be the aggregate of the amounts earned for all
65 commissionable events. This may require allocation of list price or fair market value among Assets.**

66 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
67 above, an interest in all or any part of the Assets to another owner, except by divorce judgment.

68 ■ **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
69 transaction does not close, unless otherwise agreed in writing.

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

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

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

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

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

80 **DISCLOSURE TO CLIENTS**

81 Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe certain duties to all parties to a
82 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, unless disclosure of the
86 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 information is prohibited by law.
88 (See lines 291-293.)
- 89 (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
90 confidential information of other parties. (See lines 140-159.)
- 91 (f) The duty to safeguard trust funds and other property the firm and its agents holds.
- 92 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and
93 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 your transaction, unless you
97 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 broker's obligations under the agency agreement and fulfill your lawful requests that are within the scope of
100 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 required by law, give
103 information or advice to other parties who are not the firm's clients, if giving the information or advice is 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 relationship"), different duties may
105 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 party in the same transaction.
108 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
109 representation relationship.

110 ■ 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
111 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
112 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
113 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
114 confidential information to another party unless required to do so by law.

115 ■ If a designated agency relationship is not authorized by you or other clients in the transaction you may authorize or reject a multiple representation
116 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
117 assist any client with information, opinions, and advice which may favor the interests of one client over any other client. Under this neutral approach,
118 the same agent may represent more than one client in a transaction.

119 ■ 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
120 the transaction.

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

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

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

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

128 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may modify this selection by**
129 **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**
130 **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**
131 **relationship you select with your firm you should ask your firm before signing the agency agreement.**

132 **SUBAGENCY**

133 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by providing brokerage
134 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
135 subagent firm will not, unless required by law, provide advice or opinions to other parties if doing so is contrary to your interests.

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

138 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
139 to you under section 452.133(2) of the Wisconsin statutes.

140 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to the Firm or its agents in
141 confidence, or any information obtained by the Firm and its agents that a reasonable person would want to be kept confidential, unless the
142 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
143 information confidential after the Firm is no 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 291-293).
- 146 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
147 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 information below (see lines
149 150-154). At a later time, you may also provide the Firm with other information you consider to be confidential.

150 **CONFIDENTIAL INFORMATION:** _____
151 _____
152 _____
153 _____
154 _____

155 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by the Firm and its agents): _____
156 _____
157 _____
158 _____
159 _____

160 **SELLER RESPONSIBILITIES** Seller agrees to hold the Firm and its agents harmless as to any losses suffered by them because of any breach of
 161 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,
 162 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
 163 that there is a potential risk of injury, damage, loss or theft involving persons attending an individual showing of the Assets. Seller accepts
 164 responsibility for preparing the Assets to minimize the likelihood of personal injury, property damage, loss or theft. Seller agrees to hold the Firm and
 165 its agents harmless for any losses or liability resulting from personal injury, property damage, loss or theft occurring during the term of this listing,
 166 other than those caused by the negligence or intentional wrongdoing of the Firm or its agents. Seller acknowledges that showings may be conducted
 167 by licensees other than the Firm, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by agents of
 168 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
 169 unless otherwise provided for in additional provisions at lines 250-260 or in an addendum per line 333.

170 **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
 171 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
 172 complete disclosure report(s) pertaining to Assets other than Real Estate and Seller agrees to complete and provide such written report(s). Seller
 173 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
 174 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
 175 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
 176 interested parties and their agents inquiring about the Assets. Seller acknowledges that the Firm and its agents have a duty to disclose all Material
 177 Adverse Facts, as required by law.

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

179 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with the Firm in the Firm's marketing efforts and to provide
 180 the Firm with all records, documents and other material in Seller's possession or control which are required in connection with the sale. Seller
 181 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
 182 may include Internet advertising or a lockbox system on the Real Estate. Seller shall promptly refer all persons making inquiries concerning the
 183 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
 184 with whom Seller negotiates or who view the Assets with Seller during the term of this Listing.

185 **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
 186 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
 187 the Assets.

188 **DOCUMENTS AND RECORDS** Seller agrees to promptly deliver all financial, business or other records, documents or materials related to the
 189 Assets or transaction which are required in connection with the marketing or sale. **Seller warrants that all written documents and records given
 190 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
 191 harmless from loss or liability resulting from their use of these documents and records, including but not limited to, the payment of costs and
 192 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
 193 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,
 194 legal or tax counsel.

195 **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
 196 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
 197 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
 198 shall be extended for Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 219-226).

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

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

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

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

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

212 **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.
213 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
214 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
215 requests and receives the earnest money as the total liquidated damages, then upon disbursement to Seller, the earnest money shall be paid first to
216 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,
217 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
218 Firm shall not terminate this Listing.

219 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a material breach of contract
220 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
221 a mutual agreement to terminate the Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the
222 agent(s)' supervising broker. Seller and the Firm agree that any termination of this Listing by either party before the date stated on line 335 shall be
223 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 313-332 and effective by the Firm only if stated in
224 writing by the supervising broker and delivered to Seller in accordance with lines 313-332.

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

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

231 **LIEN NOTICE** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a broker lien for commissions or compensation
232 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
233 Listing. "Commercial real estate" includes all real estate except (a) real property containing 8 or fewer dwelling units, (b) real property that is zoned
234 for residential purposes and that does not contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

235 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its agents will work and cooperate
236 with other firms and agents in marketing the Assets, including firms acting as subagents (other firms engaged by the Firm - see lines 132-135) and
237 firms representing buyers. Cooperation includes providing access to the Assets for showing purposes and presenting offers and other proposals
238 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
239 showings, and the specific terms of offers which should not be submitted to Seller: _____
240 _____

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

242 **EXCLUSIONS** All persons who may acquire an interest in the Assets who are Protected Buyers under a prior listing contract are excluded from this
243 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
244 deliver to the Firm a written list of all such Protected Buyers.

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

246 The following other buyers _____
247 _____ are excluded
248 from this Listing until _____ [INSERT DATE]. These other buyers are no longer excluded from this Listing after
249 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.

250 **ADDITIONAL PROVISIONS** _____
251 _____
252 _____
253 _____
254 _____
255 _____
256 _____
257 _____
258 _____
259 _____
260 _____

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

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

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

- 264 1) Significantly and adversely affecting the value of the property;
- 265 2) Significantly reducing the structural integrity of improvements to real estate; or
- 266 3) Presenting a significant health risk to occupants of the property.

267 (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

268 agreement made concerning the transaction.

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

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

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

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

280 ■ **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
281 of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically
282 adapted to the premises, and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen
283 and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling
284 units and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
285 attached antennas and satellite dishes; audio/visual wall mounting brackets (but not the audio/visual equipment); garage door openers and remote
286 controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances;
287 ceiling fans; fences; in-ground pet containment systems (but not the collars); storage buildings on permanent foundations and docks/piers on
288 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Real Estate.

289 **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
290 exclusively owned by Seller, such as rented Fixtures.**

291 ■ **MATERIAL ADVERSE FACT:** "Material Adverse Fact" means an Adverse Fact that a party indicates is of such significance, or that is generally
292 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
293 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.

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

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

- 300 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Assets;
- 301 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential terms upon which the
302 buyer might acquire an interest in the Assets; or
- 303 3) Attends an individual showing of the Assets or communicates with agents of the Firm or cooperating firms regarding any potential terms upon
304 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
305 than three days after the earlier of expiration or termination (lines 219-226) of the Listing. The requirement in 3), to deliver the buyer's name to
306 Seller in writing, may be fulfilled as follows:
 - 307 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;
 - 308 or
 - 309 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
310 whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

311 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
312 acquires an interest in the Assets during the extension of listing period as noted on lines 195-198.

313 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of documents and written notices to a
314 party shall be effective only when accomplished by one of the methods specified at lines 315-332.

315 (1) **Personal Delivery:** giving the document or written notice personally to the party, or the party's recipient for delivery if named at line 316 or 317.
316 Seller's recipient for delivery (optional): _____

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

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

319 Seller: (_____) _____ Firm: (_____) _____

320 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service,
321 addressed either to the party, or to the party's recipient for delivery if named at line 316 or 317, for delivery to the party's delivery address at line 325
322 or 326.

323 (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
324 recipient for delivery if named at line 316 or 317, for delivery to the party's delivery address at line 325 or 326.

325 Delivery address for Seller: _____

326 Delivery address for Firm: _____

327 (5) **E-Mail:** electronically transmitting the document or written notice to the party's e-mail address, if given below at line 331 or 332. If this is a
328 consumer transaction where the property being leased or purchased or the proceeds are used primarily for personal, family or household purposes,
329 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and

330 electronic signatures in the transaction, as required by federal law.

331 E-Mail address for Seller: _____

332 E-Mail address for Firm: _____

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

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

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

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

342

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

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

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

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

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

353 _____

354 Seller Entity Name (if any) ▲

355 (x) _____ Date ▲

356 Authorized Signature ▲

357 Print Name & Title ►

358 _____

359 Seller Entity Name (if any) Print Name ▲

360 (x) _____ Date ▲

361 Authorized Signature ▲

362 Print Name & Title ►

363 (x) _____ Date ▲

364 Seller's Signature ▲ Print Name ►

365 (x) _____ Date ▲

366 Seller's Signature ▲ Print Name ►

367 (x) _____ Date ▲

368 Seller's Signature ▲ Print Name ►

369 (x) _____ Date ▲

370 Seller's Signature ▲ Print Name ►

371 _____

372 Firm Name ▲

373 (x) _____ Date ▲

374 Agent's Signature ▲ Print Name ►

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 260-278 or attach as an addendum per lines 279-280.

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:** _____
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) provided that all parties to the transaction give prior written
49 consent. Buyer shall pay the Firm's compensation, reduced by any amounts the Firm receives from the owner or the
50 owner's agent.

51 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the
52 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,
53 the Firm shall hold and disburse earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch. REEB

54 18. If the transaction fails to close and the earnest money is disbursed to Buyer, then upon disbursement to Buyer the earnest
55 money shall be paid first to reimburse the Firm for cash advances made by the Firm on behalf of Buyer.

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

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

68 **DISCLOSURE TO CLIENTS**

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

- 71 (a) The duty to provide brokerage services to you fairly and honestly.
- 72 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 73 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
74 unless disclosure of the information is prohibited by law.
- 75 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
76 information is prohibited by law. (See lines 189-192.)
- 77 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
78 confidential information or the confidential information of other parties. (See lines 135-154.)
- 79 (f) The duty to safeguard trust funds and other property, the firm or its agents holds.
- 80 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
81 advantages and disadvantages of the proposals.

82 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.** 83 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

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

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

95 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

- 96 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a
97 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services
98 through designated agency, which is one type of multiple representation relationship.
- 99 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or
100 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide
101 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.
102 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,
103 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal
104 any of your confidential information to another party unless required to do so by law.
- 105 ■ If a designated agency relationship is not authorized by you or other clients in the transaction, you may still authorize
106 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more
107 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,
108 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same
109 agent may represent more than one client in a transaction.
- 110 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage
111 services to more than one client in the transaction.

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

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

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

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

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

125 **SUBAGENCY**

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

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

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

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

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

- 141 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes. (See lines 189-192).
- 142 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
143 the property or real estate that is the subject of the transaction.

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

147 **CONFIDENTIAL INFORMATION:** _____
148 _____
149 _____

150 **NON-CONFIDENTIAL INFORMATION:** The Firm and its agents have permission to disclose Buyer's identity and financial
151 qualification information to an owner, owner's agents and other third parties without prior consent from Buyer, unless
152 otherwise provided on lines 147-149. The Firm and its agents may also disclose the following: _____
153 _____
154 _____

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

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

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

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

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

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

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

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

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

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

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

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

185 ■ **INTEREST IN PROPERTY:** "Interest in Property" means a purchase, option, exchange or other acquisition interest in
 186 Property unless specifically excluded at lines 14-29 or in additional provisions (lines 260-278) or elsewhere in this Agreement.

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

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

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

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

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

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

- 206 1) The subject of a written proposal by Buyer, or Person Acting on Behalf of Buyer, submitted to the Property owner
 207 or owner's agent;
- 208 2) Viewed by Buyer, or Person Acting on Behalf of Buyer, with the owner or owner's agent, or directly negotiated for
 209 by Buyer, or Person Acting on Behalf of Buyer. Direct negotiation means communicating with the owner or
 210 owner's agent regarding any potential terms on which Buyer might acquire an Interest in Property; or
- 211 3) Located or negotiated for by the Firm or its agents, but only if the Firm or its agents deliver the description of the
 212 Property to Buyer, in writing, no later than three days after the earlier of expiration or termination (lines 222-230) of
 213 this Agreement. No written notice shall be required if the Buyer viewed the Property with the Firm or its agents.

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

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

222 **TERMINATION OF AGREEMENT** Neither Buyer nor the Firm has the legal right to unilaterally terminate this Agreement
 223 absent a material breach of contract by the other party. Buyer understands that the parties to this Agreement are Buyer and
 224 the Firm. Agents for the Firm do not have the authority to enter into a mutual agreement to terminate this Agreement, amend
 225 the compensation terms or shorten the term of this Agreement, without the written consent of the agent(s)' supervising broker.

226 Buyer and the Firm agree that any termination of this Agreement by either party before the date stated on line 282 shall
227 be effective by Buyer only if stated in writing and delivered to the Firm in accordance with lines 237-259 and effective by
228 the Firm only if stated in writing by the supervising broker and delivered to Buyer in accordance with lines 237-259.

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

231 **EXTENSION OF AGREEMENT TERM** The Agreement term is extended for a period of one year as to any Protected
232 Property under this Agreement. Upon receipt of written request from Buyer or a firm that has a new buyer agency
233 agreement with Buyer, the Firm agrees to promptly deliver to Buyer a written list of those Protected Properties known by
234 the Firm and its agents to which the extension period applies. Should this Agreement be terminated by Buyer prior to the
235 expiration of the term stated in this Agreement, this Agreement shall be extended for Protected Properties, on the same
236 terms, for one year after the Agreement is terminated (lines 222-230).

237 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Agreement, delivery of
238 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at
239 lines 240-259.

240 (1) Personal Delivery: giving the document or written notice personally to the party, or the party's recipient for delivery if
241 named at line 242 or 243.

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

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

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

245 Buyer: (_____) _____ Firm: (_____) _____

246 (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
247 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 242 or
248 243, for delivery to the party's delivery address at line 252 or 253.

249 (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
250 party, or to the party's recipient for delivery if named at line 242 or 243, for delivery to the party's delivery address at line
251 252 or 253.

252 Delivery address for Buyer: _____

253 Delivery address for Firm: _____

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

258 Email address for Buyer: _____

259 Email address for Firm: _____

260 **ADDITIONAL PROVISIONS** _____

261 _____

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269 _____

270 _____

271 _____

272 _____

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279 **ADDENDA** The attached _____

280 _____ is/are made a part of this Agreement.

281 **TERM OF THE AGREEMENT** From the _____ day _____, _____
282 up to and including midnight of the _____ day of _____.
283 Notwithstanding lines 281-282, the Firm and Client agree that this Agreement (shall)(shall not) **STRIKE ONE** ("shall" if
284 neither is stricken) end when Client acquires an Interest in Property.

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

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

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

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

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

300 (x) _____
301 Buyer's Signature ▲ Print Name ► Date ▲

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 _____
309 Buyer Entity Name (if any) ▲

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

313 _____
314 Firm Name ▲

315 (x) _____
316 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 267-272 or in an addendum per line 273, as needed.

8 **RENTAL UNITS AND RENTAL TERMS:** List the individual Rental Unit(s) and specify proposed rental terms below or at lines 16-19, 267-272, or
9 attach as an addendum per line 273. Consider addressing furniture, appliances, equipment, designated parking and storage areas, utilities and
10 restrictions on tenant's use and occupancy (pets, smoking, etc.). Also see lines 224-226 regarding repairs/build-outs Owner agrees to complete.

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

16 **ADDITIONAL RENTAL TERMS** _____
17 _____
18 _____
19 _____

20 **EXCLUSIONS** All persons who may acquire an interest in the Rental Unit(s) as a Protected Tenant under a prior listing contract are excluded
21 from 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,
22 Owner agrees to deliver to the Firm a written list of all such Protected Tenants.

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

28 **COMMISSION** The Firm's commission shall be _____
29 _____
30 _____ (indicate how commission will be calculated).

31 ■ **EARNED:** Owner shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:
32 1) Owner enters into a Rental Agreement as to a Rental Unit(s); or
33 2) Owner allows a tenant to occupy and pay rent for a Rental Unit(s).
34 ■ **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
35 the occupancy of the Rental Unit(s), even if the transaction does not close, unless otherwise agreed in writing.

36 **COMPENSATION TO OTHERS** The Firm offers the following commission to cooperating firms: _____
37 _____ (Exceptions if any): _____

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

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

46 **DEFINITIONS** As used in this Listing, the following definitions apply:
47 ■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:
48 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
49 1) Significantly and adversely affecting the value of the Premises;

- 50 2) Significantly reducing the structural integrity of improvements to real estate; or
 51 3) Presenting a significant health risk to occupants of the Premises.
- 52 (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
 53 agreement made concerning the transaction.
- 54 ■ **DEADLINES – DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the event occurred and by
 55 counting subsequent calendar days.
- 56 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.
- 57 ■ **LEASE:** "Lease" means an agreement, whether oral or written, for transfer of possession of real property, or both real and personal property, for
 58 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
 59 commencement and expiration can be ascertained by reference to some event, such as completion of a building. An agreement for transfer of
 60 possession of only personal property is not a Lease.

61 **DISCLOSURE TO CLIENTS**

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

- 64 (a) The duty to provide brokerage services to you fairly and honestly.
 65 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
 66 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless disclosure of the
 67 information is prohibited by law.
 68 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the information is prohibited by
 69 law. (See lines 170-173.)
 70 (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
 71 confidential information of other parties. (See lines 121-136.)
 72 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
 73 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and
 74 disadvantages of the proposals.

75 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT. A FIRM OWES** 76 **ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

- 77 (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
 78 you release the firm from this duty.
 79 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse Facts.
 80 (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
 81 the agency agreement.
 82 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
 83 (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
 84 information or advice to other parties who are not the firm's clients, if giving the information or advice is contrary to your interests.
 85 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation relationship"), different duties may
 86 apply.

87 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

- 88 ■ 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.
 89 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
 90 multiple representation relationship.
 91 ■ 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
 92 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
 93 agent is negotiating, to assist the client in the negotiations. Each client will be able to receive information, opinions, and advice that will assist
 94 the client, even if the information, opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will
 95 not reveal any of your confidential information to another party unless required to do so by law.
 96 ■ 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
 97 multiple representation relationship in which the firm may provide brokerage services to more than one client in a transaction but neither the firm
 98 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
 99 client. Under this neutral approach, the same agent may represent more than one client in a transaction.
 100 ■ 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
 101 in the transaction.

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

- 103 The same firm may represent me and the other party as long as the same agent is not representing us both (multiple
 104 representation relationship with designated agency).
- 105 The same firm may represent me and the other party, but the firm must remain neutral regardless if one or more
 106 different agents are involved (multiple representation relationship without designated agency).

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

109 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may modify this selection by**
110 **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**
111 **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**
112 **relationship you select with your firm, you should ask your firm before signing the agency agreement.**

113 **SUBAGENCY**

114 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by providing brokerage
115 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.
116 A subagent firm will not, unless required by law, provide advice or opinions to other parties if doing so is contrary to your interests.

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

119 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
120 duties to you under section 452.133 (2) of the Wisconsin statutes.

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

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

- 126 1) Material Adverse Facts, as defined in section 452.01(5g) of the Wisconsin statutes (see lines 170-173).
- 127 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
128 estate that is the subject of the transaction.

129 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that information below (see
130 lines 131-133). At a later time, you may also provide the Firm with other information you consider to be confidential.

131 **CONFIDENTIAL INFORMATION:** _____
132 _____
133 _____

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

137 **MARKETING AND OWNER AUTHORIZATION** Owner authorizes and the Firm and its agents agree to use reasonable efforts to market and rent
138 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:
139 _____

140 _____. The Firm and its agents may
141 advertise the following incentives, repairs, build-outs, credits, etc. offered by Owner: _____
142 _____

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

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

- 145 Solicit tenant applications
- 146 Qualify and approve prospective tenants
- 147 Negotiate Rental Agreements of the Rental Unit(s)
- 148 Receive on behalf of Owner: application fee(s), earnest money, security deposit(s) **STRIKE AS APPLICABLE**
- 149 Execute written Rental Agreements on behalf of Owner
- 150 Other: _____
- 151 Other: _____

152 **NOTE: This is not a property management agreement and this Listing does not obligate the Firm and its agents to perform any property**
153 **management duties, including maintenance, unless specified at lines 267-272 or in an addendum per line 273.**

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

- 155 (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
156 law;
- 157 (2) Allow the Firm and its agents to advertise, including placing signage upon the Premises; and
- 158 (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
159 any prospective tenants known to Owner or who contact Owner, and the prospective tenants' contact information.

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

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

165 **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
 166 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
 167 Firm 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
 168 this Listing, this Listing shall be extended for Protected Tenants, on the same terms, for one year after the Listing is terminated (lines 234-242).

169 **DEFINITIONS CONTINUED FROM PAGES 1- 2**

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

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

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

- 179 1) Delivers to Owner or the Firm or its agents a written rental proposal regarding a Rental Unit;
- 180 2) Views Rental Unit(s) with Owner or negotiates directly with Owner by discussing with Owner the potential terms upon which the tenant
 181 might acquire a rental interest in a Rental Unit; or
- 182 3) Attends an individual showing of a Rental Unit or discusses with agents of the Firm or cooperating firms regarding any potential terms
 183 upon 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
 184 writing, no later than three days after the earlier of expiration or termination (lines 234-242) of the Listing. The requirement in 3), to deliver the
 185 tenant's name to Owner in writing, may be fulfilled as follows:
 - 186 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
 187 Listing; or,
 - 188 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
 189 whom the tenant negotiated and the date(s) of any individual showings or other negotiations.

190 A Protected Tenant also includes any Person Acting on Behalf of Tenant joined in interest with or otherwise acting on behalf of a Protected
 191 Tenant, who acquires an interest in a Rental Unit during the extension of listing period as noted on lines 165-168. A tenant who becomes
 192 protected with respect to one Rental Unit included in this Listing shall be a Protected Tenant for all Rental Units included in this Listing.

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

196 ■ **RENTAL UNIT:** Unless otherwise stated, "Rental Unit", means one of the rental units described on lines 1-7.

197 **OWNER'S OBLIGATIONS** During the term of this Listing, Owner agrees to provide to the Firm and its agents:

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

202 **OWNER'S WARRANTIES, COVENANTS AND REPRESENTATIONS** Owner represents any materials and information the Owner gives to the
 203 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
 204 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
 205 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
 206 agents arising out of the use of these materials, forms and information.

207 Owner warrants and represents to the Firm and its agents that:

- 208 (1) Owner has no notice or knowledge of any of the following conditions affecting the Premises unless indicated at lines 224-226 or 267-272
 209 or in an attached addendum per line 273, or disclosed in the documentation Owner has provided to the Firm and its agents:
 - 210 (a) Uncorrected code violations as described in Wis. Stat. § 704.07(2)(bm);
 - 211 (b) A lack of hot or cold running water;
 - 212 (c) Plumbing or sewage disposal facilities that are not in good operating condition;
 - 213 (d) Heating facilities serving any rental unit that are not in safe operating condition, or are not capable of maintaining a
 214 temperature, measured in occupied areas at the approximate center of the room, midway between floor and ceiling, of not less
 215 than 67° F (19° C) during all seasons of the year that the rental unit is occupied;
 - 216 (e) A lack of electrical service, or electrical wiring, outlets, fixtures or other components of the electrical system that are not in safe
 217 operating condition;
 - 218 (f) Any structural or other conditions in the Premises which constitute a substantial hazard to the health or safety of the tenant(s),
 219 or create an unreasonable risk of personal injury as a result of any reasonably foreseeable use of the Premises other than
 220 negligent use or abuse of the Premises by tenant(s);

221 (2) Other conditions or occurrences which would significantly reduce the value of the rental interest to a reasonable person with knowledge
222 of the nature and scope of the condition or occurrence.

223 (3) Owner has made no rent concessions or other agreements affecting the Rental Unit(s).

224 (4) Owner agrees to make the following repairs and build-outs to the Premises: _____

225 _____
226 _____ **STRIKE AND COMPLETE AS APPLICABLE**

227 Exceptions to representations stated in lines 208-223: _____

228 _____
229 _____

230 Owner agrees to promptly inform the Firm, in writing, of any information that would modify the above representations during the term of this
231 Listing.

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

234 **TERMINATION OF LISTING** Neither Owner nor the Firm has the legal right to unilaterally terminate this Listing absent a material breach of
235 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
236 authority to enter into a mutual agreement to terminate the Listing, amend the commission amount or shorten the term of this Listing, without the
237 written consent of the agent(s)' supervising broker. Owner and the Firm agree that any termination of this Listing by either party before the date
238 stated on line 281 shall be effective by the Owner only if stated in writing and delivered to the Firm in accordance with lines 243-262 and effective
239 by the Firm only if stated in writing by the supervising broker and delivered to Owner in accordance with lines 243-262. **CAUTION: Early**
240 **termination of this Listing may be a breach of contract, causing the terminating Party to potentially be liable for damages. The Parties**
241 **agree that this Listing shall terminate upon an effective change in ownership or control of the Rental Unit(s) so affected, but in no event**
242 **shall this Listing terminate as to the remainder of the Rental Unit(s).**

243 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of documents and written notices to a
244 Party shall be effective only when accomplished by one of the methods specified at lines 245-262.

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

250 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
251 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 246 or 247, for delivery to the Party's delivery address
252 at line 255 or 256.

253 (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
254 recipient for delivery if named at line 246 or 247, for delivery to the Party's delivery address at line 255 or 256.

255 Delivery address for Owner: _____

256 Delivery address for Firm: _____

257 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 261 or 262. If this is
258 a consumer transaction where the property being rented or the rental proceeds are used primarily for personal, family or household purposes,
259 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
260 electronic signatures in the transaction, as required by federal law.

261 E-Mail address for Owner: _____

262 E-Mail address for Firm: _____

263 **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
264 ownership or control of the Rental Unit(s), Owner agrees to pay the Firm a termination fee in the amount of _____

265 _____
266 _____ (insert dollar amount, formula, etc.) per Rental Unit terminated.

267 **ADDITIONAL PROVISIONS** _____

268 _____

269 _____

270 _____

271 _____

272 _____

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

274 **CAUTION: IF SIGNED, THIS LISTING CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. THE FIRM AND ITS AGENTS MAY**
275 **PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THIS LISTING OR OTHER REAL ESTATE CONTRACTS, BUT ARE**
276 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS LISTING OR ANY**
277 **OTHER REAL ESTATE CONTRACT. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED. OWNER SHOULD**
278 **CONSULT OTHER EXPERTS AS APPROPRIATE, FOR EXAMPLE, APPRAISERS, TAX ADVISORS, OR INSPECTORS IF SERVICES**
279 **BEYOND THE FIRM'S MARKETING SERVICES ARE REQUIRED.**

280 **TERM OF THE CONTRACT** From the _____ day of _____, _____, up to the earlier of
281 midnight of the _____ day of _____, _____, or the conveyance of all Rental Units. In the event
282 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.

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

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

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

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

294 **BY SIGNING BELOW, OWNER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND THAT HE/SHE HAS READ**
295 **ALL 6 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS INCORPORATED INTO THE LISTING.**

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

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

298 _____
299 Owner Entity Name (if any) ▲

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

303 _____
304 Owner Entity Name (if any) ▲

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

308 (x) _____
309 Owner's Signature ▲ Print Name Here: ▲ Date ▲

310 (x) _____
311 Owner's Signature ▲ Print Name Here: ▲ Date ▲

312 (x) _____
313 Owner's Signature ▲ Print Name Here: ▲ Date ▲

314 (x) _____
315 Owner's Signature ▲ Print Name Here: ▲ Date ▲

316 _____
317 Firm Name ▲

318 (x) _____
319 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 225-226)
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 21-30. 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 21-30.

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 21-30, regardless of any purchase price or rent range or the search guidelines on lines 14-17.

14 ■ **SEARCH GUIDELINES:** (Identify property type, function, location, approximate size, etc., as applicable): _____

15 _____

16 _____

17 _____

18 The parties understand that search guidelines, purchase price range and rent range, serve only to guide the Firm’s initial
19 efforts and shall not limit any compensation which may be earned if the Client acquires an Interest in Property, unless
20 excluded on lines 21-23 and 25-27.

21 ■ **EXCLUDED PROPERTY TYPES:** (e.g. geographic, size, functional limitations, etc.): _____

22 _____

23 _____

24 ■ **EXCLUDED PROPERTIES:** Client excludes the following properties (indicate if there is a date when the exclusion
25 terminates): _____

26 _____

27 _____ . If Client acquires an interest in any properties protected under a prior buyer agency or tenant
28 representation agreement, Client may owe commission to both the prior firm and this Firm, unless those properties are
29 excluded from this Agreement or unless otherwise agreed to in writing. Insert additional addresses or descriptions of
30 excluded properties, or date limitations, if any, at lines 284-286 or attach as an addendum per line 287.

31 **COMPENSATION** The Firm’s compensation shall be as follows:

32 ■ **PAYMENT OF COMMISSION BY OWNER OR OWNER’S AGENT:** The Firm is hereby authorized to seek payment of
33 commission from the owner (e.g., seller or lessor) or the owner’s agent (e.g., listing firm) provided that all parties to the
34 transaction give prior written consent. Client shall pay the Firm’s compensation, reduced by any amounts the Firm receives
35 from the owner or owner’s agent.

36 **LEASE COMMISSION** (See lines 174-185.)

37 **PURCHASE COMMISSION** (for purchase, option, exchange or an effective change in ownership or control): _____

38 _____

39 _____

40 ■ **PURCHASE COMMISSION EARNED:** The Firm has earned the Firm’s purchase commission if during the term of this
41 Agreement (or any extension of it), Client or any Person Acting on Behalf of Client acquires an Interest in Property or
42 enters into an enforceable written contract to acquire an Interest in Property, at any terms and price acceptable to owner
43 and Client, regardless of the purchase price range or Client’s search guidelines.

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

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

49 ■ **OTHER PURCHASE COMPENSATION:** _____

50 _____ . [INSERT AMOUNTS

51 AND TYPES OF FEES, E.G. RETAINER, ADVANCE, HOURLY, ETC. AND INDICATE WHEN DUE AND PAYABLE.]

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

55 **COOPERATION** Client agrees to cooperate with the Firm and its agents and to provide them accurate copies of all
 56 relevant records, documents and other materials in Client's possession or control which are required in connection with the
 57 purchase, option, rental, lease or exchange of Property. Client agrees to be reasonably available for showings of properties.
 58 Client authorizes the Firm and its agents to do those acts reasonably necessary to fulfill the Firm's responsibilities under this
 59 Agreement including retaining subagents. Client shall promptly notify the Firm in writing of the description of any Property
 60 Client locates. Client will inform other firms, agents, sellers, property owners, etc., that the Firm represents Client as Buyer's
 61 and/or Tenant's Agent for the purpose of acquiring Property and refer all such persons to the Firm. Client shall also notify the
 62 Firm of the identity of all persons making inquiries concerning Client's objectives stated in this Agreement.

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

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

72 **DISPUTE RESOLUTION** The parties understand that if there is a dispute about this Agreement or an alleged breach,
 73 and the parties cannot resolve the dispute by mutual agreement, the parties may consider judicial resolution in court or
 74 may consider alternative dispute resolution. Alternative dispute resolution may include mediation and binding arbitration.
 75 Should the parties desire to submit any potential dispute to alternative dispute resolution it is recommended that the
 76 parties add such in Additional Provisions or in an Addendum.

77 **DISCLOSURE TO CLIENTS**

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

- 80 (a) The duty to provide brokerage services to you fairly and honestly.
- 81 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 82 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
 83 unless disclosure of the information is prohibited by law.
- 84 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
 85 information is prohibited by law. (See lines 237-240.)
- 86 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
 87 confidential information or the confidential information of other parties. (See lines 144-163.)
- 88 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 89 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
 90 advantages and disadvantages of the proposals.

91 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.** 92 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

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

104 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

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

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

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

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

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

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

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

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

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

134 **SUBAGENCY**

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

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

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

144 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to
145 the Firm or its agents in confidence, or any information obtained by the Firm and its agents that a reasonable person
146 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to disclose
147 particular information. The Firm and its agents shall continue to keep the information confidential after the Firm is no
148 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 237-240).
- 151 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
152 the property or real estate 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
154 information below (see lines 156-158). At a later time, you may also provide the Firm with other information you consider
155 to be confidential.

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

159 **NON-CONFIDENTIAL INFORMATION:** The Firm and its agents have permission to disclose Client’s identity and
160 financial qualification information to an owner, owner’s agents and other third parties without prior consent from Client,
161 unless otherwise provided on lines 156-158. The Firm and its agents may also disclose the following: _____

162 _____
163 _____

164 **NON-EXCLUSIVE RELATIONSHIP** Client acknowledges and agrees that the Firm and its agents may act for other buyers
165 or tenants in connection with the location of properties and may negotiate on behalf of such buyers or tenants with the owner
166 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
167 and its agents shall not disclose to Client, or any other buyer or tenant, any confidential information of any buyer or tenant,
168 unless required by law.

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

174 **LEASE COMMISSION:** _____
175 _____

176 ■ **LEASE COMMISSION EARNED:** The Firm has earned the Firm's lease commission if during the term of this Agreement
177 (or any extension of it), Client or any Person Acting on Behalf of Client acquires an Interest in Property, for example, by
178 executing and consummating a Lease at terms and rent acceptable to owner and Client, regardless of the rent range or
179 Client's search guidelines.

180 ■ **LEASE COMMISSION DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable one-half upon
181 execution of the Lease and one-half upon occupancy, unless stated otherwise: _____
182 _____

183 ■ **OTHER LEASE COMPENSATION:** _____
184 _____.[INSERT AMOUNTS

185 AND TYPES OF FEES, E.G. RETAINER, ADVANCE, HOURLY, ETC. AND INDICATE WHEN DUE AND PAYABLE.]
186 **LIEN NOTICE: The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for com-**
187 **missions or compensation earned but not paid when due against the commercial real estate, or the interest in**
188 **the commercial real estate, if any, that is the subject of this Agreement. "Commercial real estate" includes all**
189 **real estate except (a) real property containing 8 or fewer dwelling units, (b) real property that is zoned for**
190 **residential purposes and that does not contain any buildings or structures, and (c) real property that is zoned**
191 **for agricultural purposes.**

192 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Agreement, delivery of
193 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at
194 lines 195-214.

195 (1) **Personal Delivery:** giving the document or written notice personally to the party, or the party's recipient for delivery if
196 named at line 197 or 198.

197 Client's recipient for delivery (optional): _____
198 Firm's recipient for delivery (optional): _____

199 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
200 Client: (_____) _____ Firm: (_____) _____

201 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
202 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 197 or
203 198, for delivery to the party's delivery address at line 207 or 208.

204 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
205 party, or to the party's recipient for delivery if named at line 197 or 198, for delivery to the party's delivery address at line
206 207 or 208.

207 Delivery address for Client: _____
208 Delivery address for Firm: _____

209 (5) **E-Mail:** electronically transmitting the document or written notice to the party's e-mail address, if given below at
210 line 213 or 214. If this is a consumer transaction where the property being purchased or the sale proceeds are used
211 primarily for personal, family or household purposes, each consumer providing an e-mail address below has first
212 consented electronically as required under federal law.

213 E-Mail address for Client: _____
214 E-Mail address for Firm: _____

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

- 216 ■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:
217 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
218 1) Significantly and adversely affecting the value of the Property;
219 2) Significantly reducing the structural integrity of improvements to real estate; or
220 3) Presenting a significant health risk to occupants of the Property.

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

223 ■ **ASSETS**: "Assets" means fixtures, goodwill, stock-in-trade, trade fixtures, accounts receivable and any other personal
 224 property.

225 ■ **CLIENT**: "Client" means the party executing this Agreement and seeking to acquire an interest in real estate or a
 226 business by purchase, Lease, rental, option, exchange or any other manner.

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

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

230 ■ **INTEREST IN PROPERTY**: "Interest in Property" means a purchase, leasehold, option, exchange or other acquisition of
 231 Property unless specifically excluded at lines 21-30, in additional provisions (lines 284-286) or elsewhere in this Agreement.

232 ■ **LEASE**: "Lease" means any agreement as defined in Wis. Stat. § 704.01(1) or (3m), either written or oral, between an
 233 owner and a tenant, for the lease or rental of specific premises, in which the owner and tenant agree on the essential
 234 terms of the leasehold or tenancy.

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

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

241 ■ **NEGOTIATE THE ACQUISITION OF AN INTEREST IN PROPERTY**: "Negotiate the Acquisition of an Interest in
 242 Property" means to assist a Client, within the scope of this Agreement, to ascertain terms and conditions upon which an
 243 Interest in Property may be acquired, facilitate or participate in the discussions of the terms of a potential contract,
 244 complete appropriate contractual forms, present either party's contractual proposal with an explanation of the proposal's
 245 advantages and disadvantages, and/or otherwise assist Client in reaching an agreement to acquire the Interest in
 246 Property sought by Client.

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

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

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

- 254 1) The subject of a written proposal by Client, or any Person Acting on Behalf of Client, submitted to the Property
 255 owner or owner's agent;
- 256 2) Viewed by Client, or any Person Acting on Behalf of Client, with the owner or owner's agent, or directly negotiated
 257 for by Client, or any Person Acting on Behalf of Client. Direct negotiation means communicating with the owner or
 258 owner's agent regarding any potential terms on which Client might acquire an Interest in Property; or
- 259 3) Located or negotiated for by the Firm or its agents, but only if the Firm or its agents deliver the description of the
 260 Property to Client, in writing, no later than three days after the earlier of expiration or termination (lines 265-273) of
 261 this Agreement. No written notice shall be required if the Client viewed the Property with the Firm or its agents.

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

265 **TERMINATION OF AGREEMENT** Neither Client nor the Firm has the legal right to unilaterally terminate this Agreement
 266 absent a material breach of contract by the other party. Client understands that the parties to this Agreement are Client and
 267 the Firm. Agents for the Firm do not have the authority to enter into a mutual agreement to terminate this Agreement, amend
 268 the compensation terms or shorten the term of this Agreement, without the written consent of the agent(s)' supervising broker.
 269 Client and the Firm agree that any termination of this Agreement by either party before the date stated on lines 281 shall
 270 be effective by Client only if stated in writing and delivered to the Firm in accordance with lines 192-214 and effective by
 271 the Firm only if stated in writing by the supervising broker and delivered to Client in accordance with lines 192-214.

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

274 **EXTENSION OF AGREEMENT TERM** The Agreement term is extended for a period of one year as to any Protected
 275 Property under this Agreement. Upon receipt of a written request from Client or a firm that has a new buyer agency or
 276 tenant representation agreement with Client, the Firm agrees to promptly deliver to Client a written list of those
 277 Protected Properties known by the Firm and its agents to which the extension period applies. Should this Agreement be
 278 terminated by Client prior to the expiration of the term stated in this Agreement, this Agreement shall be extended for
 279 Protected Properties, on the same terms, for one year after the Agreement is terminated (lines 267-275).

280 **TERM OF THE AGREEMENT** From the _____ day of _____,
281 up to and including midnight of the _____ day of _____.
282 Notwithstanding lines 280-281 the Firm and Client agree that this Agreement (shall)(shall not) **STRIKE ONE** end ("shall" if
283 neither is stricken) when Client acquires an Interest in Property.

284 **ADDITIONAL PROVISIONS** _____
285 _____
286 _____

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

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

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

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

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

300 ■ BY SIGNING BELOW, CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND THAT
301 HE/SHE HAS READ ALL 6 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS
302 INCORPORATED INTO THIS AGREEMENT.

303 _____
304 Client Entity Name (if any) ▲

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

308 _____
309 Client Entity Name (if any) ▲

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

313 (x) _____
314 Client's Signature ▲ Print Name ► Date ▲

315 (x) _____
316 Client's Signature ▲ Print Name ► Date ▲

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

319 (x) _____
320 Client's Signature ▲ Print Name ► Date ▲

321 _____
322 Firm Name ▲

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

WB-39 TENANT REPRESENTATION AGREEMENT

1 ■ **EXCLUSIVE AUTHORITY TO ACT AS TENANT’S REPRESENTATIVE:** Tenant (see lines 221-222) 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,
13 and 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 269-281 or attach as an addendum per lines 282-283.

31 **COMPENSATION** The Firm’s rental compensation shall be: **COMPLETE AS APPLICABLE**
32 **COMMISSION:** _____
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) provided that all parties to the transaction give prior
49 written consent. If the owner or the owner’s agent does not pay the full amount due, Tenant agrees to pay any remaining
50 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 ■ **TENANT QUALIFICATIONS:** Tenant agrees to pay any credit report fees or background check fees charged by the
56 owner or the owner's agent.

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

61 **COOPERATION** Tenant 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 Tenant's possession or control which are required in connection with the
63 purchase, option, lease, rental, or exchange of Property. Tenant agrees to be reasonably available for showings of
64 properties. Tenant authorizes the Firm and its agents to do those acts reasonably necessary to fulfill the Firm's
65 responsibilities under this Agreement including retaining subagents. Tenant shall promptly notify the Firm in writing of the
66 description of any Property Tenant locates and shall inform other firms, agents, sellers, property owners, etc., with whom
67 Tenant comes into contact that the Firm represents Tenant as Tenant's Agent for the purpose of acquiring an Interest in
68 Property and refer all such persons to the Firm. Tenant shall also notify the Firm of the identity of all persons making
69 inquiries concerning Tenant's objectives stated 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 TENANTS:** 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 Tenant's identity and financial
153 qualification information to an owner, owner's agents and other third parties without prior consent from Tenant, unless
154 otherwise provided on lines 149-151. The Firm and its agents may also disclose the following: _____
155 _____
156 _____

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

161 **NON DISCRIMINATION** Tenant 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 judicial resolution in court or
 167 may consider alternative dispute resolution. 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 **PROPERTY DIMENSIONS** Tenant acknowledges that real property dimensions, total square footage and total acreage
 171 information provided to Tenant may be approximate due to rounding and may vary due to different formulas which can
 172 be used to calculate these figures. Unless otherwise indicated, property dimension figures have not been verified by
 173 survey.

174 **CAUTION: Tenant should verify any property dimension or total square footage/acreage calculation which is**
 175 **material to Tenant.**

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

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

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

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

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

184 ■ **TENANT:** "Tenant" means the party executing this Agreement and seeking to acquire an interest in real estate by
 185 lease, rental, or any similar manner.

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 lease or rental interest in Property unless specifically excluded
 190 at lines 15-30 in additional provisions (lines 269-281) 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 the Interest in Property sought by Tenant with the cooperation of Tenant.

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 Tenant, within the scope of this Agreement, to ascertain terms and conditions upon which
 199 an Interest in Property may be acquired, which may include facilitating or participating in the discussions of the terms of
 200 a 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 Tenant in reaching an agreement to
 202 acquire the Interest in Property sought by Tenant.

203 ■ **PERSON ACTING ON BEHALF OF TENANT:** "Person Acting on Behalf of Tenant" means any person joined in interest
 204 with Tenant, or otherwise acting on behalf of Tenant, including but not limited to Tenant'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
 207 Tenant 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 Tenant, or Person Acting on Behalf of Tenant, submitted to the Property
 211 owner or owner's agent;
- 212 2) Viewed by Tenant, or Person Acting on Behalf of Tenant, with the owner or owner's agent, or directly negotiated
 213 for by Tenant, or Person Acting on Behalf of Tenant. Direct negotiation means communicating with the owner or
 214 owner's agent regarding any potential terms on which Tenant 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 Tenant, in writing, no later than three days after the earlier of expiration or termination (lines 231-229)
 217 of this Agreement. No written notice shall be required if the Tenant viewed the Property with the Firm or its agents.

218 ■ **RENTAL AGREEMENT:** "Rental Agreement" means an oral or written agreement between a landlord and tenant, for
 219 the rental or lease of a specific dwelling unit or premises, in which the landlord and tenant agree on the essential terms
 220 of the tenancy, such as rent; it includes a lease, but not an agreement to enter into a rental agreement in the future.

221 ■ **TENANT:** "Tenant" means the party executing this Agreement in the context where the party is seeking to acquire an
 222 interest in real estate by Rental Agreement.

223 **LIEN NOTICE** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for commissions
 224 or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial real

225 estate, if any, that is the subject of this Agreement. "Commercial real estate" includes all real estate except (a) real
226 property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not
227 contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

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

231 **TERMINATION OF AGREEMENT** Neither Tenant nor the Firm has the legal right to unilaterally terminate this Agreement
232 absent a material breach of contract by the other party. Tenant understands that the parties to this Agreement are Tenant and
233 the Firm. Agents for the Firm do not have the authority to enter into a mutual agreement to terminate this Agreement, amend
234 the compensation terms or shorten the term of this Agreement, without the written consent of the agent(s)' supervising broker.
235 Tenant and the Firm agree that any termination of this Agreement by either party before the date stated on line 285 shall
236 be effective by Tenant only if stated in writing and delivered to the Firm in accordance with lines 246-268 and effective
237 by the Firm only if stated in writing by the supervising broker and delivered to Tenant in accordance with lines 246-268.

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

240 **EXTENSION OF AGREEMENT TERM** The Agreement term is extended for a period of one year as to any Protected
241 Property under this Agreement. Upon receipt of written request from Tenant or a firm that has a new tenant
242 representation agreement with Tenant, the Firm agrees to promptly deliver to Tenant a written list of those Protected
243 Properties known by the Firm and its agents to which the extension period applies. Should this Agreement be terminated
244 by Tenant prior to the expiration of the term stated in this Agreement, this Agreement shall be extended for Protected
245 Properties, on the same terms, for one year after the Agreement is terminated (lines 231-239).

246 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Agreement, delivery of
247 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at
248 lines 249-268.

249 (1) **Personal Delivery:** giving the document or written notice personally to the party, or the party's recipient for delivery if
250 named at line 251 or 252.

251 Tenant's recipient for delivery (optional): _____

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

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

254 Tenant: (_____) _____ Firm: (_____) _____

255 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
256 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 251 or
257 252, for delivery to the party's delivery address at line 261 or 262.

258 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
259 party, or to the party's recipient for delivery if named at line 251 or 252, for delivery to the party's delivery address at line
260 261 or 262.

261 Delivery address for Tenant: _____

262 Delivery address for Firm: _____

263 (5) **Email:** electronically transmitting the document or written notice to the party's email address, if given below at
264 line 267 or 268. If this is a consumer transaction where the property being purchased or the sale proceeds are used
265 primarily for personal, family or household purposes, each consumer providing an email address below has first
266 consented electronically as required by federal law.

267 Email address for Tenant: _____

268 Email address for Firm: _____

269 **ADDITIONAL PROVISIONS** _____

270 _____
271 _____
272 _____
273 _____
274 _____
275 _____
276 _____
277 _____
278 _____
279 _____
280 _____
281 _____

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

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

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

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

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

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

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

303 (x) _____
304 Tenant's Signature ▲ Print Name ► Date ▲

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 _____
312 Tenant Entity Name (if any) ▲

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

316 _____
317 Firm Name ▲

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