

**WB-2 FARM LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 55 ■ **EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:
- 56 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
- 57 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
- 58 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
- 59 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
- 60 5) A ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Property at, or above,
- 61 the list price and on substantially the same terms set forth in this Listing and the current WB-12 Farm Offer To
- 62 Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer
- 63 submitting the written offer has the ability to complete the buyer's obligations under the written offer.

64 The Firm's commission shall be earned if, during the term of the Listing, one seller of the Property sells, conveys,

65 exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by

66 divorce judgment.

67 ■ **DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable in full at the earlier of closing or the date set

68 for closing, even if the transaction does not close, unless otherwise agreed in writing.

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

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

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

77 **remaining Property.**

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

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

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

81 to purchase or contract.

82 **OCCUPANCY** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.

83 Unless otherwise agreed, Seller agrees to have any residential dwelling in broom swept condition and the Property free of

84 all debris and personal property except for personal property belonging to current tenants, sold to buyer or left with

85 buyer's consent. Should Seller or Seller's tenant occupy the Property after closing or retain ownership of crops, consider a

86 special agreement regarding an occupancy escrow, insurance, utilities, maintenance, responsibility for and rights to

87 unharvested crops, farm operations and government programs, etc.

88 **REAL ESTATE CONDITION REPORT** Seller agrees to complete the real estate condition report provided by the Firm to

89 the best of Seller's knowledge. Seller agrees to amend the report should Seller learn of any Defect(s) after completion of

90 the report but before acceptance of a buyer's offer to purchase. Seller authorizes the Firm and its agents to distribute the

91 report to all interested parties and agents inquiring about the Property. Seller acknowledges that the Firm and its agents

92 have a duty to disclose all Material Adverse Facts as required by law.

93 **SELLER REPRESENTATIONS REGARDING DEFECTS** Seller represents to the Firm that as of the date of this Listing,

94 Seller has no notice or knowledge of any Defects affecting the Property other than those noted on the real estate

95 condition report.

96 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**

97 **DAMAGES AND COSTS.**

98 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage

99 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for

100 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to hold

101 the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft

102 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional

103 wrongdoing of the Firm or its agents. Seller acknowledges that individual showings and open houses may be conducted

104 by licensees other than the Firm, that appraisers and inspectors may conduct appraisals and inspections without being

105 accompanied by agents of the Firm or other licensees, and that buyers or licensees may be present at all inspections and

106 testing and may photograph or videotape Property unless otherwise provided for in additional provisions at lines 326-354

107 or in an addendum per lines 355-356.

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

109 the Parties cannot resolve the dispute by mutual agreement, the Parties may consider alternative dispute resolution

110 instead of judicial resolution in court. Alternative dispute resolution may include mediation and binding arbitration. Should

111 the parties desire to submit any potential dispute to alternative dispute resolution, it is recommended that the parties add

112 such in Additional Provisions or in an Addendum.

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

114 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon receipt

115 of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller a written

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

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

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

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

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

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

#### 141 **DISCLOSURE TO CLIENTS**

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

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

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

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

#### 168 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

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

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

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

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

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

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

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

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

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

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

197 **SUBAGENCY**

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

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

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

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

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

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

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

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

219 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_

220 \_\_\_\_\_

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

222 \_\_\_\_\_

223 \_\_\_\_\_

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

230 \_\_\_\_\_

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

232 **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

304 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of documents  
305 and written notices to a party shall be effective only when accomplished by one of the methods specified at lines 306-325.  
306 (1) Personal Delivery: giving the document or written notice personally to the party, or the party's recipient for delivery if  
307 named at line 308 or 309.

308 Seller's recipient for delivery (optional): \_\_\_\_\_  
309 Firm's recipient for delivery (optional): \_\_\_\_\_

310  (2) Fax: fax transmission of the document or written notice to the following telephone number:  
311 Seller: (\_\_\_\_\_) \_\_\_\_\_ Firm: (\_\_\_\_\_) \_\_\_\_\_

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

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

318 Delivery address for Seller: \_\_\_\_\_  
319 Delivery address for Firm: \_\_\_\_\_

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

324 E-Mail address for Seller: \_\_\_\_\_  
325 E-Mail address for Firm: \_\_\_\_\_

326 **ADDITIONAL PROVISIONS** \_\_\_\_\_

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355 **ADDENDA** The attached addenda \_\_\_\_\_  
356 \_\_\_\_\_ is/are made part of this Listing.

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

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

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

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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.

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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.

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

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

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

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

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

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

386 \_\_\_\_\_  
 387 Seller Entity Name (if any) Print Name ▲

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

391 \_\_\_\_\_  
 392 Firm Name ▲

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