

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 328-356, or attached as an addendum
6 per lines 357-358.) Insert additional description, if any, at lines 328-356 or attach as an addendum per lines 357-358.

7 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, all Fixtures not excluded on lines 12-16, and
8 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 249-267).**

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) **STRIKE ONE**
27 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. Seller
30 agrees that the Firm and its agents may market Seller's personal property identified on lines 7-11 during the term of this
31 Listing. The marketing may include: _____
32 _____
33 _____
34 _____.

35 The Firm and its agents may advertise the following concessions, incentives, or special financing offered by Seller:
36 _____
37 _____
38 _____, which are in addition to and separate from Compensation to Others. See lines 52-57.

39 **NOTE: Concessions offered in the multiple listing service cannot be limited to or conditioned on the retention of**
40 **or payment to a cooperating firm, buyer's firm or other buyer's representative.**
41 Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See lines 132-138 regarding the Firm's
42 role as marketing agent and Seller's duty to notify the Firm of any potential buyer known to Seller. Seller agrees that the
43 Firm and its agents may market other properties during the term of this Listing.

44 **EXCLUSIONS** All persons who may acquire an interest in the Property who are Protected Buyers under a prior listing
45 contract are excluded from this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing.
46 Within seven days of the date of this Listing, Seller agrees to deliver to the Firm a written list of all such Protected Buyers.
47 **NOTE: If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.** The
48 following other buyers _____
49 _____ excluded from this Listing until _____ [INSERT DATE].

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

52 **COMPENSATION TO OTHERS** The Firm has disclosed and Seller approves offers of compensation to cooperating firms
53 working with buyers such as subagents and buyer's firms _____
54 _____.

55 (Exceptions if any): _____.

56 **There is no standard market commission rate. Commissions and types of service may vary by firm. Commissions**

57 **are not set by law and are fully negotiable.**

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

59 _____

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

- 61 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
- 62 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
- 63 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
- 64 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
- 65 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
- 66 list price and on substantially the same terms set forth in this Listing and the current WB-12 Farm Offer To Purchase,
- 67 even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer submitting the
- 68 written offer has the ability to complete the buyer's obligations under the written offer.

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

70 or options, as described above, an interest in all or any part of the Property to another owner, except by divorce judgment.

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

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

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

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

79 • Under 5) the total offered purchase price.

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

81 **Property.**

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

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

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

85 to purchase or contract.

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

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

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

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

90 agreement regarding an occupancy escrow, insurance, utilities, maintenance, responsibility for and rights to unharvested

91 crops, farm operations and government programs, etc.

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

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

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

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

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

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

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

99 report.

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

101 **DAMAGES AND COSTS.**

102 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage and/or

103 theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for preparing the

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

105 its agents harmless for any losses or liability resulting from personal injury, property damage, or theft occurring during

106 "individual showings" or "open houses" other than those caused by the negligence or intentional wrongdoing of the Firm or

107 its agents. Seller acknowledges that individual showings and open houses may be conducted by licensees other than the

108 Firm, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by agents of the

109 Firm or other licensees, and that buyers or licensees may be present at all inspections and testing and may photograph or

110 videotape Property unless otherwise provided for in additional provisions at lines 328-356 or in an addendum per lines 357-

111 358.

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

113 Parties cannot resolve the dispute by mutual agreement, the Parties may consider alternative dispute resolution instead of

114 judicial resolution in court. Alternative dispute resolution may include mediation and binding arbitration. Should the parties

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

116 Additional Provisions or in an Addendum.

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

118 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon receipt
119 of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller a written
120 list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing be
121 terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for Protected
122 Buyers, on the same terms, for one year after the Listing is terminated (lines 123-131).

123 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
124 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.
125 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the
126 commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker.
127 Seller and the Firm agree that any termination of this Listing by either party before the date stated on line 363 shall be
128 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 306-327 and effective by
129 the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 306-327.

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

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

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

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

144 **DISCLOSURE TO CLIENTS**

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

- 147 (a) The duty to provide brokerage services to you fairly and honestly.
- 148 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 149 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
150 unless disclosure of the information is prohibited by law.
- 151 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
152 information is prohibited by law. (See lines 268-271.)
- 153 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
154 confidential information or the confidential information of other parties. (See lines 210-226.)
- 155 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 156 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
157 advantages and disadvantages of the proposals.

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

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

171 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

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

175 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or clients
176 in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide information, opinions,
177 and advice to the client for whom the agent is negotiating, to assist the client in the negotiations. Each client will be able to
178 receive information, opinions, and advice that will assist the client, even if the information, opinions, or advice gives the

179 client advantages in the negotiations over the firm's other clients. An agent will not reveal any of your confidential
180 information to another party unless required to do so by law.

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

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

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

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

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

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

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

200 **SUBAGENCY**

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

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

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

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

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

216 1) Material adverse facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 268-271).

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

219 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
220 information below (see lines 222-223). At a later time, you may also provide the Firm with other information you consider
221 to be confidential.

222 **CONFIDENTIAL INFORMATION:** _____

223 _____

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

225 _____

226 _____

227 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its agents
228 will work and cooperate with other firms and agents in marketing the Property, including firms acting as subagents (other
229 firms engaged by the Firm - see lines 200-204) and firms representing buyers. Cooperation includes providing access to
230 the Property for showing purposes and presenting offers and other proposals from these firms to Seller. Note any firms
231 with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to attend showings, and
232 the specific terms of offers which should not be submitted to Seller: _____

233 _____

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

- 280 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property;
- 281 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential
282 terms upon which the buyer might acquire an interest in the Property; or
- 283 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding
284 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents
285 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines
286 123-131) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:
287 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the
288 individuals in the Listing; or,
289 b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the
290 firm or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

291 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on behalf
292 of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on lines 118-
293 122.

294 **NON-DISCRIMINATION** Seller and the Firm and its agents agree that they will not discriminate against any
295 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section
296 111.32 (13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family

297 **status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.**

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

306 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of documents
307 and written notices to a party shall be effective only when accomplished by one of the methods specified at lines 308-327.
308 (1) Personal Delivery: giving the document or written notice personally to the party, or the party's recipient for delivery if
309 named at line 310 or 311.

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

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

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

314 (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
315 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 310 or
316 311 for delivery to the party's delivery address at line 320 or 321.

317 (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
318 Party, or to the party's recipient for delivery if named at line 310 or 311 for delivery to the party's delivery address at line
319 320 or 321.

320 Delivery address for Seller: _____

321 Delivery address for Firm: _____

322 (5) Email: electronically transmitting the document or written notice to the party's email address, if given below at line
323 326 or 327. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily
324 for personal, family or household purposes, each consumer providing an email address below has first consented
325 electronically as required by federal law.

326 Email address for Seller: _____

327 Email address for Firm: _____

328 **ADDITIONAL PROVISIONS** _____

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357 **ADDENDA** The attached addenda _____
358 _____ is/are made part of this Listing.

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

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

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

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

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

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

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

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

389 _____
390 Seller Entity Name (if any) Print Name ▲

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

394 _____
395 Firm Name ▲

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