

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 278-304 or in an addendum per lines 305-306, as needed.

8 **RENTAL UNITS AND RENTAL TERMS:** List the individual Rental Unit(s) and specify proposed rental terms below or at lines 17-20, 278-304, or
9 attach as an addendum per lines 305-306. Consider addressing furniture, appliances, equipment, designated parking and storage areas, utilities
10 and restrictions on tenant's use and occupancy (pets, smoking, etc.). Also see lines 236-238 regarding repairs/build-outs Owner agrees to
11 complete.

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

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

17 **EXCLUSIONS** All persons who may acquire an interest in the Rental Unit(s) as a Protected Tenant under a prior listing contract are excluded from
18 this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing. Within seven days of the date of this Listing, Owner
19 agrees to deliver to the Firm a written list of all such Protected Tenants.
20

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

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

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

34 **COMPENSATION TO OTHERS** The Firm has disclosed and Owner approves offers of compensation to cooperating firms working with tenants
35 such as subagents and tenant's firms: _____
36 _____
37 (Exceptions if any): _____

38 **There is no standard market commission rate. Commissions and types of service may vary by firm. Commissions are not set by law and
39 are fully negotiable.**

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

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

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

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

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

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

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

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

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

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

66 **DISCLOSURE TO CLIENTS**

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

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

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

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

73 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the information is prohibited by law.
74 (See lines 183-185.)

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

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

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

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

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

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

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

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

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

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

92 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

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

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

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

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

107

CHECK ONLY ONE OF THE THREE BELOW:

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

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

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

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

118

SUBAGENCY

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

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

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

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

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

- 131 1) Material Adverse Facts, as defined in section 452.01(5g) of the Wisconsin statutes (see lines 183-185).
- 132 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on the property or real estate
133 that is the subject of the transaction.

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

136 **CONFIDENTIAL INFORMATION:** _____

137 _____
138 _____

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

140 _____
141 _____

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

144 _____
145 _____ The Firm and its agents may
146 advertise the following concessions, incentives, or special financing, repairs, build-outs, credits, etc. offered by Owner: _____

147 _____
148 _____ which are in addition to and separate from Compensation to Others. See lines 37-42.

149 **NOTE: Concessions offered in the multiple listing service cannot be limited to or conditioned on the retention of or payment to a**
150 **cooperating firm, buyer's firm or other buyer's representative.**

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

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

153 Solicit tenant applications

154 Qualify and approve prospective tenants

155 Negotiate Rental Agreements of the Rental Unit(s)

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

157 Execute written Rental Agreements on behalf of Owner

158 Other: _____

159 Other: _____

160 **NOTE: This is not a property management agreement and this Listing does not obligate the Firm and its agents to perform any property**
161 **management duties, including maintenance, unless specified at lines 278-304 or in an addendum per lines 305-306.**

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

- 163 (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
164 law;
165 (2) Allow the Firm and its agents to advertise, including placing signage upon the Premises; and
166 (3) Cooperate with the Firm and its agents in their marketing efforts and immediately provide to the Firm or its agents, in writing, the names of any
167 prospective tenants known to Owner or who contact Owner, and the prospective tenants' contact information.

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

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

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

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

178 **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
179 from Owner or a firm that has listed the Rental Unit(s), the Firm agrees to promptly deliver to Owner a written list of those tenants known by the Firm
180 and its agents to whom the extension period applies. Should this Listing be terminated by Owner prior to the expiration of the term stated in this
181 Listing, this Listing shall be extended for Protected Tenants, on the same terms, for one year after the Listing is terminated (lines 244-252).

182 **DEFINITIONS CONTINUED FROM PAGE 2**

183 ■ **MATERIAL ADVERSE FACT:** "Material Adverse Fact" means an Adverse Fact that a party indicates is of such significance, or that is generally
184 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
185 into a contract or agreement concerning a transaction or affects or would affect the party's decision about the terms of such a contract or agreement.

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

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

- 191 1) Delivers to Owner or the Firm or its agents a written rental proposal regarding a Rental Unit;
192 2) Views Rental Unit(s) with Owner or negotiates directly with Owner by discussing with Owner the potential terms upon which the tenant might
193 acquire a rental interest in a Rental Unit; or
194 3) Attends an individual showing of a Rental Unit or discusses with agents of the Firm or cooperating firms regarding any potential terms upon
195 which the tenant might acquire a rental interest in a Rental Unit, but only if the firm or its agents deliver the tenant's name to Owner, in writing,
196 no later than three days after the earlier of expiration or termination (lines 244-252) of the Listing. The requirement in 3), to deliver the tenant's
197 name to Owner in writing, may be fulfilled as follows:
198 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;
199 or,
200 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
201 whom the tenant negotiated and the date(s) of any individual showings or other negotiations.

202 A Protected Tenant also includes any Person Acting on Behalf of Tenant joined in interest with or otherwise acting on behalf of a Protected Tenant,
203 who acquires an interest in a Rental Unit during the extension of listing period as noted on lines 178-181. A tenant who becomes protected with
204 respect to one Rental Unit included in this Listing shall be a Protected Tenant for all Rental Units included in this Listing.

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

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

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

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

214 **OWNER'S WARRANTIES, COVENANTS AND REPRESENTATIONS** Owner represents any materials and information the Owner gives to the
 215 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
 216 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
 217 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
 218 agents arising out of the use of these materials, forms and information.

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

220 (1) Owner has no notice or knowledge of any of the following conditions affecting the Premises unless indicated at lines 239-241 or 278-304
 221 or in an attached addendum per lines 305-306, or disclosed in the documentation Owner has provided to the Firm and its agents:

- 222 (a) Uncorrected code violations as described in Wis. Stat. § 704.07(2)(bm);
- 223 (b) A lack of hot or cold running water;
- 224 (c) Plumbing or sewage disposal facilities that are not in good operating condition;
- 225 (d) Heating facilities serving any rental unit that are not in safe operating condition, or are not capable of maintaining a temperature,
 226 measured in occupied areas at the approximate center of the room, midway between floor and ceiling, of not less than 67° F (19°
 227 C) during all seasons of the year that the rental unit is occupied;
- 228 (e) A lack of electrical service, or electrical wiring, outlets, fixtures or other components of the electrical system that are not in safe
 229 operating condition;
- 230 (f) Any structural or other conditions in the Premises which constitute a substantial hazard to the health or safety of the tenant(s),
 231 or create an unreasonable risk of personal injury as a result of any reasonably foreseeable use of the Premises other than negligent
 232 use or abuse of the Premises by tenant(s);

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

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

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

237 _____
 238 _____ **STRIKE AND COMPLETE AS APPLICABLE**

239 Exceptions to representations stated in lines 220-235: _____
 240 _____
 241 _____

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

244 **TERMINATION OF LISTING** Neither Owner nor the Firm has the legal right to unilaterally terminate this Listing absent a material breach of
 245 contract by the other party. Owner understands that the parties to the Listing are Owner and the Firm. Agents for the Firm do not have the authority
 246 to enter into a mutual agreement to terminate the Listing, amend the commission amount or shorten the term of this Listing, without the written
 247 consent of the agent(s) supervising broker. Owner and the Firm agree that any termination of this Listing by either party before the date stated on
 248 line 314 shall be effective by the Owner only if stated in writing and delivered to the Firm in accordance with lines 253-272 and effective by the Firm
 249 only if stated in writing by the supervising broker and delivered to Owner in accordance with lines 253-272. **CAUTION: Early termination of this**
 250 **Listing may be a breach of contract, causing the terminating Party to potentially be liable for damages. The Parties agree that this Listing**
 251 **shall terminate upon an effective change in ownership or control of the Rental Unit(s) so affected, but in no event shall this Listing**
 252 **terminate as to the remainder of the Rental Unit(s).**

253 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of documents and written notices to a
 254 Party shall be effective only when accomplished by one of the methods specified at lines 255-272.

255 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named line 256 or 257.
 256 Owner's recipient for delivery (optional): _____

257 Firm's recipient for delivery (optional): _____
 258 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
 259 Owner: (_____) _____ Firm: (_____) _____

260 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service,
 261 addressed either to the Party, or to the Party's recipient for delivery if named at line 256 or 257, for delivery to the Party's delivery address at line
 262 265 or 266.

263 (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
 264 recipient for delivery if named at line 256 or 257, for delivery to the Party's delivery address at line 265 or 266.

265 Delivery address for Owner: _____
 266 Delivery address for Firm: _____

267 (5) **Email:** electronically transmitting the document or written notice to the Party's email address, if given below at line 271 or 272. If this is a
 268 consumer transaction where the property being rented or the rental proceeds are used primarily for personal, family or household purposes, each
 269 consumer providing an email address below has first consented electronically to the use of electronic documents, email delivery and electronic
 270 signatures in the transaction, as required by federal law.

271 Email address for Owner: _____
 272 Email address for Firm: _____

273 **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
274 ownership or control of the Rental Unit(s), Owner agrees to pay the Firm a termination fee in the amount of _____
275 _____
276 _____
277 _____ (insert dollar amount, formula, etc.) per Rental Unit terminated.

278 **ADDITIONAL PROVISIONS**
279 _____
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281 _____
282 _____
283 _____
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285 _____
286 _____
287 _____
288 _____
289 _____
290 _____
291 _____
292 _____
293 _____
294 _____
295 _____
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300 _____
301 _____
302 _____
303 _____
304 _____

305 **ADDENDA** The attached addenda _____
306 _____ is/are made part of this Listing.

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

313 **TERM OF THE CONTRACT** From the _____ day of _____, _____, up to the earlier of
314 midnight of the _____ day of _____, _____, or the conveyance of all Rental Units. In the event
315 a commission is earned for a Rental Unit, this Listing (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) terminate for that Rental Unit.

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

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

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

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

327 **BY SIGNING BELOW, OWNER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND THAT HE/SHE HAS READ ALL**
328 **7 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS INCORPORATED INTO THE LISTING.**

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

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

331 _____
332 Owner Entity Name (if any) ▲

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

336 _____
337 Owner Entity Name (if any) ▲

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

341 (x) _____
342 Owner's Signature ▲ Print Name Here: ▲ Date ▲

343 (x) _____
344 Owner's Signature ▲ Print Name Here: ▲ Date ▲

345 (x) _____
346 Owner's Signature ▲ Print Name Here: ▲ Date ▲

347 (x) _____
348 Owner's Signature ▲ Print Name Here: ▲ Date ▲

349 _____
350 Firm Name ▲

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