

WB-39 TENANT REPRESENTATION AGREEMENT

1 ■ **EXCLUSIVE AUTHORITY TO ACT AS TENANT’S REPRESENTATIVE:** Tenant (see lines 221-222) gives the Firm
2 and its agents the exclusive right to act as Tenant’s Agent to Locate an Interest in Property and to Negotiate the Acquisition
3 of an Interest in Property for Tenant, except as excluded under lines 15-30. Tenant agrees that during the term of this
4 Agreement, Tenant will not enter into any other agreements to retain any other tenant’s agent(s), except for the excluded
5 properties described in lines 15-30.

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

10 ■ **RENT RANGE:** _____
11 If specified, the rent range provides initial search parameters, but the Firm’s authority under this Agreement extends to
12 all property within the state of Wisconsin except for those properties excluded as Excluded Properties on lines 15-18,
13 and applies to any properties under Excluded Properties Subject to a Prior Agreement on lines 19-27, and under Limited
14 Exclusion Properties on lines 28-30 after the applicable time for the exclusion has ended.

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

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

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

28 ■ **LIMITED EXCLUSION PROPERTIES:** The following properties are excluded from this Agreement until _____
29 [Insert Date]: _____. Insert additional
30 addresses or descriptions, or date limitations, if any, at lines 269-281 or attach as an addendum per lines 282-283.

31 **COMPENSATION** The Firm’s rental compensation shall be: **COMPLETE AS APPLICABLE**

32 **COMMISSION:** _____
33 _____

34 Any percentage commission shall be calculated based on total rent for the Rental Agreement term, unless stated
35 otherwise.

36 ■ **COMMISSION EARNED:** The Firm has earned the Firm’s commission if during the term of this Agreement (or any
37 extension of it), Tenant or any Person Acting on Behalf of Tenant acquires an Interest in Property or enters into an
38 enforceable Rental Agreement, at any terms and rent acceptable to owner and Tenant, regardless of the rent range.

39 ■ **COMMISSION DUE AND PAYABLE:** Once earned, the Firm’s commission is due and payable: **CHECK AND**
40 **COMPLETE AS APPLICABLE**

- 41 Upon execution of the Rental Agreement; (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)
- 42 At the commencement of the Rental Agreement term, even if the Tenant does not take occupancy, unless
- 43 otherwise agreed in writing;
- 44 One-half upon execution of the Rental Agreement and one-half upon occupancy;
- 45 _____

46 _____
47 ■ **PAYMENT BY OWNER OR OWNER’S AGENT:** The Firm is hereby authorized to seek payment of commission from the
48 owner (e.g., lessor or landlord) or the owner’s agent (e.g., listing firm) provided that all parties to the transaction give prior
49 written consent. If the owner or the owner’s agent does not pay the full amount due, Tenant agrees to pay any remaining
50 balance due to the Firm.

51 ■ **OTHER COMPENSATION:** _____
52 _____

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

55 ■ **TENANT QUALIFICATIONS:** Tenant agrees to pay any credit report fees or background check fees charged by the
56 owner or the owner's agent.

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

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

70 **DISCLOSURE TO CLIENTS**

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

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

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

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

77 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
78 information is prohibited by law. (See lines 193-196.)

79 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
80 confidential information or the confidential information of other parties. (See lines 137-156.)

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

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

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

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

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

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

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

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

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

97 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

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

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

107 ■ If a designated agency relationship is not authorized by you or other clients in the transaction, you may still authorize
108 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more
109 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,

110 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same
111 agent may represent more than one client in a transaction.
112 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage
113 services to more than one client in the transaction.

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

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

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

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

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

127 **SUBAGENCY**

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

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

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

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

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

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

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

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

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

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

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

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

170 **PROPERTY DIMENSIONS** Tenant acknowledges that real property dimensions, total square footage and total acreage
 171 information provided to Tenant may be approximate due to rounding and may vary due to different formulas which can
 172 be used to calculate these figures. Unless otherwise indicated, property dimension figures have not been verified by
 173 survey.

174 **CAUTION: Tenant should verify any property dimension or total square footage/acreage calculation which is**
 175 **material to Tenant.**

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

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

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

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

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

184 ■ **TENANT:** "Tenant" means the party executing this Agreement and seeking to acquire an interest in real estate by
 185 lease, rental, or any similar manner.

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

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

189 ■ **INTEREST IN PROPERTY:** "Interest in Property" means a lease or rental interest in Property unless specifically excluded
 190 at lines 15-30 in additional provisions (lines 269-281) or elsewhere in this Agreement.

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

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

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

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

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

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

- 210 1) The subject of a written proposal by Tenant, or Person Acting on Behalf of Tenant, submitted to the Property
 211 owner or owner's agent;
- 212 2) Viewed by Tenant, or Person Acting on Behalf of Tenant, with the owner or owner's agent, or directly negotiated
 213 for by Tenant, or Person Acting on Behalf of Tenant. Direct negotiation means communicating with the owner or
 214 owner's agent regarding any potential terms on which Tenant might acquire an Interest in Property; or
- 215 3) Located or negotiated for by the Firm or its agents, but only if the Firm or its agents deliver the description of the
 216 Property to Tenant, in writing, no later than three days after the earlier of expiration or termination (lines 231-229)
 217 of this Agreement. No written notice shall be required if the Tenant viewed the Property with the Firm or its agents.

218 ■ **RENTAL AGREEMENT:** "Rental Agreement" means an oral or written agreement between a landlord and tenant, for
 219 the rental or lease of a specific dwelling unit or premises, in which the landlord and tenant agree on the essential terms
 220 of the tenancy, such as rent; it includes a lease, but not an agreement to enter into a rental agreement in the future.

221 ■ **TENANT:** "Tenant" means the party executing this Agreement in the context where the party is seeking to acquire an
 222 interest in real estate by Rental Agreement.

223 **LIEN NOTICE** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for commissions
 224 or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial real

225 estate, if any, that is the subject of this Agreement. "Commercial real estate" includes all real estate except (a) real
226 property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not
227 contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

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

231 **TERMINATION OF AGREEMENT** Neither Tenant nor the Firm has the legal right to unilaterally terminate this Agreement
232 absent a material breach of contract by the other party. Tenant understands that the parties to this Agreement are Tenant and
233 the Firm. Agents for the Firm do not have the authority to enter into a mutual agreement to terminate this Agreement, amend
234 the compensation terms or shorten the term of this Agreement, without the written consent of the agent(s)' supervising broker.
235 Tenant and the Firm agree that any termination of this Agreement by either party before the date stated on line 285 shall
236 be effective by Tenant only if stated in writing and delivered to the Firm in accordance with lines 246-268 and effective
237 by the Firm only if stated in writing by the supervising broker and delivered to Tenant in accordance with lines 246-268.

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

240 **EXTENSION OF AGREEMENT TERM** The Agreement term is extended for a period of one year as to any Protected
241 Property under this Agreement. Upon receipt of written request from Tenant or a firm that has a new tenant
242 representation agreement with Tenant, the Firm agrees to promptly deliver to Tenant a written list of those Protected
243 Properties known by the Firm and its agents to which the extension period applies. Should this Agreement be terminated
244 by Tenant prior to the expiration of the term stated in this Agreement, this Agreement shall be extended for Protected
245 Properties, on the same terms, for one year after the Agreement is terminated (lines 231-239).

246 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Agreement, delivery of
247 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at
248 lines 249-268.

249 (1) Personal Delivery: giving the document or written notice personally to the party, or the party's recipient for delivery if
250 named at line 251 or 252.

251 Tenant's recipient for delivery (optional): _____

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

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

254 Tenant: (_____) _____ Firm: (_____) _____

255 (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
256 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 251 or
257 252, for delivery to the party's delivery address at line 261 or 262.

258 (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
259 party, or to the party's recipient for delivery if named at line 251 or 252, for delivery to the party's delivery address at line
260 261 or 262.

261 Delivery address for Tenant: _____

262 Delivery address for Firm: _____

263 (5) Email: electronically transmitting the document or written notice to the party's email address, if given below at
264 line 267 or 268. If this is a consumer transaction where the property being purchased or the sale proceeds are used
265 primarily for personal, family or household purposes, each consumer providing an email address below has first
266 consented electronically as required by federal law.

267 Email address for Tenant: _____

268 Email address for Firm: _____

269 **ADDITIONAL PROVISIONS** _____

270 _____
271 _____
272 _____
273 _____
274 _____
275 _____
276 _____
277 _____
278 _____
279 _____
280 _____
281 _____

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

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

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

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

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

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

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

303 (x) _____
304 Tenant's Signature ▲ Print Name ► Date ▲

305 (x) _____
306 Tenant's Signature ▲ Print Name ► Date ▲

307 (x) _____
308 Tenant's Signature ▲ Print Name ► Date ▲

309 (x) _____
310 Tenant's Signature ▲ Print Name ► Date ▲

311 _____
312 Tenant Entity Name (if any) ▲

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

316 _____
317 Firm Name ▲

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