

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

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

2 **■ PROPERTY DESCRIPTION:** Street address is: \_\_\_\_\_  
3 \_\_\_\_\_ in Section \_\_\_\_\_  
4 in the \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_, Wisconsin. (Total acreage  
5 and breakdown of tillable, pasture or wood lot acreage, etc., may be stated at lines 320-322, or attached as an addendum  
6 per line 323.) Insert additional description, if any, at lines 320-322 or attach as an addendum per line 323.

7 **■ INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, 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 240-258).**

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

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

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

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

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

29 **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property. 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 The Firm and its agents may advertise the following special financing and incentives offered by Seller: \_\_\_\_\_  
34 \_\_\_\_\_.

35 Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See lines 122-128 regarding the Firm's  
36 role as marketing agent and Seller's duty to notify the Firm of any potential buyer known to Seller. Seller agrees that the  
37 Firm and its agents may market other properties during the term of this Listing.

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

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

46 **COMPENSATION TO OTHERS** The Firm offers the following commission to cooperating firms: \_\_\_\_\_  
47 \_\_\_\_\_ (Exceptions if any): \_\_\_\_\_.

48 **COMMISSION** The Firm's commission shall be \_\_\_\_\_  
49 \_\_\_\_\_.

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

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

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

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

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

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

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

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

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

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

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

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

92 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage and/or  
 93 theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for preparing the  
 94 Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to hold the Firm and its  
 95 agents harmless for any losses or liability resulting from personal injury, property damage, or theft occurring during  
 96 "individual showings" or "open houses" other than those caused by the negligence or intentional wrongdoing of the Firm or  
 97 its agents. Seller acknowledges that individual showings and open houses may be conducted by licensees other than the  
 98 Firm, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by agents of the  
 99 Firm or other licensees, and that buyers or licensees may be present at all inspections and testing and may photograph or  
 100 videotape Property unless otherwise provided for in additional provisions at lines 320-322 or in an addendum per line 323.

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

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

111 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a  
 112 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.  
 113 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the  
 114 commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller  
 115 and the Firm agree that any termination of this Listing by either party before the date stated on line 328 shall be effective

116 by the Seller only if stated in writing and delivered to the Firm in accordance with lines 298-319 and effective by the Firm  
 117 only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 298-319.

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

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

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

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

### 132 **DISCLOSURE TO CLIENTS**

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

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

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

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

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

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

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

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

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

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

177  The same firm may represent me and the other party as long as the same agent is not representing us both.

178 (multiple representation relationship with designated agency)

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

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

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

#### 188 **SUBAGENCY**

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

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

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

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

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

204 1) Material adverse facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 259-262).

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

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

210 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_

211 \_\_\_\_\_

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

213 \_\_\_\_\_

214 \_\_\_\_\_

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

221 \_\_\_\_\_

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

#### 223 **DEFINITIONS**

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

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

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

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

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

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

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

237 ■ **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or buildings

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

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

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

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

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

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

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

279 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on behalf  
 280 of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on lines 108-  
 281 112.

282 **NON-DISCRIMINATION** Seller and the Firm and its agents agree that they will not discriminate against any  
 283 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section  
 284 111.32 (13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family  
 285 status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

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

294 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of documents  
 295 and written notices to a party shall be effective only when accomplished by one of the methods specified at lines 300-319.  
 296 (1) **Personal Delivery:** giving the document or written notice personally to the party, or the party's recipient for delivery if  
 297 named at line 302 or 303.

298 Seller's recipient for delivery (optional): \_\_\_\_\_

299 Firm's recipient for delivery (optional): \_\_\_\_\_

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

301 Seller: (\_\_\_\_\_) \_\_\_\_\_ Firm: (\_\_\_\_\_) \_\_\_\_\_

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

305  (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 recipient for delivery if named at line 302 or 303 for delivery to the party's delivery address at line 307 312 or 313.

308 Delivery address for Seller: \_\_\_\_\_

309 Delivery address for Firm: \_\_\_\_\_

310  (5) E-Mail: electronically transmitting the document or written notice to the party's e-mail address, if given below at line 311 318 or 319. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically as required by federal law.

314 E-Mail address for Seller: \_\_\_\_\_

315 E-Mail address for Firm: \_\_\_\_\_

316 **ADDITIONAL PROVISIONS** \_\_\_\_\_

317 \_\_\_\_\_

318 \_\_\_\_\_

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

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

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

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

329 (x) \_\_\_\_\_  
330 Seller's Signature ▲ Print Name ► Date ▲

331 (x) \_\_\_\_\_  
332 Seller's Signature ▲ Print Name ► Date ▲

333 (x) \_\_\_\_\_  
334 Seller's Signature ▲ Print Name ► Date ▲

335 (x) \_\_\_\_\_  
336 Seller's Signature ▲ Print Name ► Date ▲

337 \_\_\_\_\_  
338 Seller Entity Name (if any) Print Name ▲

339 (x) \_\_\_\_\_  
340 Authorized Signature ▲ Date ▲  
341 Print Name & Title ►

342 \_\_\_\_\_  
343 Firm Name ▲

344 (x) \_\_\_\_\_  
345 Agent's Signature ▲ Print Name ► Date ▲