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 _________________________________ (street address) in the ______________________ County of _____________________________, Wisconsin (“Premises”), more particularly described as: _________________________________ (list unit numbers if applicable) (the “Rental Units”), under the terms of this Listing. Insert additional description at lines 267-272 or in an addendum per line 273, as needed.

2. RENTAL UNITS AND RENTAL TERMS: List the individual Rental Unit(s) and specify proposed rental terms below or at lines 16-19, 267-272, or attach as an addendum per line 273. Consider addressing furniture, appliances, equipment, designated parking and storage areas, utilities and restrictions on tenant's use and occupancy (pets, smoking, etc.). Also see lines 224-226 regarding repairs/build-outs Owner agrees to complete.

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<th>UNIT NO.</th>
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<th>MINIMUM TERM</th>
<th>CURRENT STATUS</th>
<th>OTHER RENTAL TERMS</th>
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3. ADDITIONAL RENTAL TERMS

4. 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 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 agrees to deliver to the Firm a written list of all such Protected Tenants.

5. NOTE: If Owner fails to timely deliver this list to the Firm, Owner may be liable to the Firm for damages and costs.

6. The following other tenants ________________________________ are excluded from this Listing until __________________________ [INSERT DATE]. These other tenants are no longer excluded from this Listing after the specified date unless, on or before the specified date, Owner has either entered into a written Rental Agreement with the tenants or rented the Rental Unit(s) to the tenants.

7. COMMISSION The Firm's commission shall be ________________________________, (indicate how commission will be calculated).

8. EARNED: Owner shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:
   1) Owner enters into a Rental Agreement as to a Rental Unit(s); or
   2) Owner allows a tenant to occupy and pay rent for a Rental Unit(s).

9. 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 the occupancy of the Rental Unit(s), even if the transaction does not close, unless otherwise agreed in writing.

10. COMPENSATION TO OTHERS The Firm offers the following commission to cooperating firms: _________________. (Exceptions if any):

11. COOPERATION, ACCESS TO RENTAL UNIT(S) OR PROPOSAL PRESENTATION The parties agree that the firm and its agents will work and cooperate with other firms and agents in marketing the Rental Unit(s), including firms acting as subagents (other firms engaged by the Firm - see lines 113-116) and firms representing tenants. Cooperation includes providing access to the Rental Unit(s) for showing purposes and presenting Rental Agreement proposals from these firms to Owner. Note any firms with whom the Firm shall not cooperate, any firms or agents or tenants who shall not be allowed to attend showings, and the specific terms of proposed Rental Agreements which should not be submitted to Owner:

12. CAUTION: Limiting the Firm’s cooperation with other firms may reduce the marketability of the Rental Unit(s).
As used in this Listing, the following definitions apply:

**ADVERSE FACT: An “Adverse Fact” means any of the following:**

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

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

(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 agreement made concerning the transaction.

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

**FIRM:** “Firm” means a licensed sole proprietor broker or a licensed broker business entity.

**LEASE:** “Lease” means an agreement, whether oral or written, for transfer of possession of real property, or both real and personal property, for 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 commencement and expiration can be ascertained by reference to some event, such as completion of a building. An agreement for transfer of possession of only personal property is not a Lease.

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

(a) The duty to provide brokerage services to you fairly and honestly.
(b) The duty to exercise reasonable skill and care in providing brokerage services to you.
(c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless disclosure of the information is prohibited by law.
(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. (See lines 170-173.)
(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 confidential information of other parties. (See lines 121-136.)
(f) The duty to safeguard trust funds and other property the firm or its agents holds.
(g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and disadvantages of the proposals.

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

(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 release the firm from this duty.
(b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse Facts.
(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 the agency agreement.
(d) The firm and its agents will negotiate for you, unless you release them from this duty.
(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 information or advice to other parties who are not the firm’s clients, if giving the information or advice is contrary to your interests.

If you become involved in a transaction in which another party is also the firm’s client (a “multiple representation relationship”), different duties may apply.

**MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

- 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.
- 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 multiple representation relationship.

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 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 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, 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 any of your confidential information to another party unless required to do so by law.

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 multiple representation relationship in which the firm may provide brokerage services to more than one client in a transaction but neither the firm 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. Under this neutral approach, the same agent may represent more than one client in a transaction.

- 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 the transaction.
CHECK ONLY ONE OF THE THREE BELOW:

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

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

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

NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may modify this selection by 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 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 relationship you select with your firm, you should ask your firm before signing the agency agreement.

SUBAGENCY

Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by providing brokerage 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. A subagent firm will not, unless required by law, provide advice or opinions to other parties if doing so is contrary to your interests.

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

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 to you under section 452.133 (2) of the Wisconsin statutes.

CONFIDENTIALITY NOTICE TO CLIENTS: The Firm and its agents will keep confidential any information given to the Firm or its agents in confidence, or any information obtained by the Firm and its agents that a reasonable person would want to be kept confidential, unless the information 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 confidential after the Firm is no longer providing brokerage services to you.

The following information is required to be disclosed by law:

1) Material Adverse Facts, as defined in section 452.01(5g) of the Wisconsin statutes (see lines 170-173).

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 that is the subject of the transaction.

To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that information below (see lines 131-133). At a later time, you may also provide the Firm with other information you consider to be confidential.

CONFIDENTIAL INFORMATION:


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


MARKETING AND OWNER AUTHORIZATION: Owner authorizes and the Firm and its agents agree to use reasonable efforts to market and rent 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:

advertise the following incentives, repairs, build-outs, credits, etc. offered by Owner: ______________________________.


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

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

☐ Solicit tenant applications

☐ Qualify and approve prospective tenants

☐ Negotiate Rental Agreements of the Rental Unit(s)

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

☐ Execute written Rental Agreements on behalf of Owner

☐ Other: ____________________________________________________________________________________________.

☐ Other: ____________________________________________________________________________________________.

NOTE: This is not a property management agreement and this Listing does not obligate the Firm and its agents to perform any property management duties, including maintenance, unless specified at lines 267-272 or in an addendum per line 273.
**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](http://www.doc.wi.gov) or by telephone at (608)240-5830.

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

**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 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 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 Listing, this Listing shall be extended for Protected Tenants, on the same terms, for one year after the Listing is terminated (lines 234-242).

**DEFINITIONS CONTINUED FROM PAGE 2**

- **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such significance, or that is generally 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 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.

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

- **PROTECTED TENANT:** A tenant who personally, or through any Person Acting on Behalf of Tenant, during the term of the Listing:
  1. Delivers to Owner or the Firm or its agents a written rental proposal regarding a Rental Unit;
  2. Views Rental Unit(s) with Owner or negotiates directly with Owner by discussing with Owner the potential terms upon which the tenant might acquire a rental interest in a Rental Unit; or
  3. Attends an individual showing of a Rental Unit or discusses with agents of the Firm or cooperating firms regarding any potential terms upon 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, no later than three days after the earlier of expiration or termination (lines 234-242) of the Listing. The requirement in 3), to deliver the tenant's name to Owner in writing, may be fulfilled as follows:
     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; or,
     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 whom the tenant negotiated and the date(s) of any individual showings or other negotiations.

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, who acquires an interest in a Rental Unit during the extension of listing period as noted on lines 165-168. A tenant who becomes protected with respect to one Rental Unit included in this Listing shall be a Protected Tenant for all Rental Units included in this Listing.

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

- **OWNER'S OBLIGATIONS** During the term of this Listing, Owner agrees to provide to the Firm and its agents:
  1. Copies of all code violation orders and notices, information and reports regarding any lead-based paint on the Premises, and all other records and documents relating to conditions affecting the Premises; and
  2. Any Owner-approved Rental Agreement, nonstandard rental provisions, addenda, rules and regulations and related forms and materials required in connection with the renting of the Rental Unit(s).
OWNER’S WARRANTIES, COVENANTS AND REPRESENTATIONS Owner represents any materials and information the Owner gives to the 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 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 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 agents arising out of the use of these materials, forms and information.

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

(1) Owner has no notice or knowledge of any of the following conditions affecting the Premises unless indicated at lines 224-226 or 267-272 or in an attached addendum per line 273, or disclosed in the documentation Owner has provided to the Firm and its agents:
   (a) Uncorrected code violations as described in Wis. Stat. § 704.07(2)(bm);
   (b) A lack of hot or cold running water;
   (c) Plumbing or sewage disposal facilities that are not in good operating condition;
   (d) Heating facilities serving any rental unit that are not in safe operating condition, or are not capable of maintaining a temperature, measured in occupied areas at the approximate center of the room, midway between floor and ceiling, of not less than 67° F (19° C) during all seasons of the year that the rental unit is occupied;
   (e) A lack of electrical service, or electrical wiring, outlets, fixtures or other components of the electrical system that are not in safe operating condition;
   (f) Any structural or other conditions in the Premises which constitute a substantial hazard to the health or safety of the tenant(s), or create an unreasonable risk of personal injury as a result of any reasonably foreseeable use of the Premises other than negligent use or abuse of the Premises by tenant(s);

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

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

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

STRIKE AND COMPLETE AS APPLICABLE

Exceptions to representations stated in lines 208-223:

Owner agrees to promptly inform the Firm, in writing, of any information that would modify the above representations during the term of this Listing.

WARNING: IF OWNER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, OWNER MAY BE LIABLE FOR DAMAGES AND COSTS.

TERMINATION OF LISTING Neither Owner nor the Firm has the legal right to unilaterally terminate this Listing absent a material breach of 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 to enter into a mutual agreement to terminate the Listing, amend the commission amount or shorten the term of this Listing, without the written 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 line 281 shall be effective by the Owner only if stated in writing and delivered to the Firm in accordance with lines 243-262 and effective by the Firm only if stated in writing by the supervising broker and delivered to Owner in accordance with lines 243-262. CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating Party to potentially be liable for damages. The Parties agree that this Listing shall terminate upon an effective change in ownership or control of the Rental Unit(s) so affected, but in no event shall this Listing terminate as the remainder of the Rental Unit(s).

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Listing, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 245-262.

(1) Personal Delivery: giving the document or written notice personally to the Party, or the Party’s recipient for delivery if named at line 246 or 247.

Owner’s recipient for delivery (optional):

Firm’s recipient for delivery (optional):

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

Owner: (__________)  Firm: (___________)

(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 246 or 247, for delivery to the Party’s delivery address at line 255 or 256.

(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 246 or 247, for delivery to the Party’s delivery address at line 255 or 256.

Delivery address for Owner:

Delivery address for Firm:

(5) E-Mail: electronically transmitting the document or written notice to the Party’s e-mail address, if given below at line 261 or 262. If this is a consumer transaction where the property being rented or the rental proceeds are used primarily for personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

E-Mail address for Owner:

E-Mail address for Firm:
**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 ownership or control of the Rental Unit(s), Owner agrees to pay the Firm a termination fee in the amount of ___________________. (insert dollar amount, formula, etc.) per Rental Unit terminated.

**ADDITIONAL PROVISIONS**

**ADDENDA**
The attached ____________________________________________________________________ is/are made part of this Listing.

**TERM OF THE CONTRACT**
From the ___________________ day of _____________________________, ___________, up to the earlier of midnight of the ________________ day of _____________________________, ___________, or the conveyance of all Rental Units. In the event 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. BY SIGNING BELOW, OWNER 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.

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

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

Owner Entity Name (if any) ▲

(x) ___________________________________________________________________________
Authorized Signature ▲ Date ▲
Print Name & Title ▲

Owner Entity Name (if any) ▲

(x) ___________________________________________________________________________
Authorized Signature ▲ Date ▲
Print Name & Title ▲

Owner’s Signature ▲ Print Name Here: ▲ Date ▲

(x) ___________________________________________________________________________
Owner’s Signature ▲ Print Name Here: ▲ Date ▲

(x) ___________________________________________________________________________
Owner’s Signature ▲ Print Name Here: ▲ Date ▲

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Owner’s Signature ▲ Print Name Here: ▲ Date ▲

(x) ___________________________________________________________________________
Owner’s Signature ▲ Print Name Here: ▲ Date ▲

Firm Name ▲

(x) ___________________________________________________________________________
Agent’s Signature ▲ Print Name ▲ Date ▲