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**VIRTUAL/TELECONFERENCE  
REAL ESTATE CONTRACTUAL FORMS ADVISORY COUNCIL  
4822 Madison Yards Way, Madison  
Contact: Will Johnson (608) 266-2112  
March 27, 2025**

*The following agenda describes the issues that the Council plans to consider at the meeting. At the time of the meeting, items may be removed from the agenda. Please consult the meeting minutes for a record of the actions and deliberations of the Council.*

**AGENDA**

**9:30 A.M.**

**OPEN SESSION – CALL TO ORDER – ROLL CALL**

- A. Adoption of Agenda (1-2)**
- B. Approval of Minutes of January 23, 2025 (3)**
- C. Reminders – Scheduling Concerns
- D. Introductions, Announcements, and Recognition
- E. Administrative Matters**
  - 1. Department, Staff and Council Updates
  - 2. Real Estate Examining Board Update
- F. WB Pre-Agency Agreement – Discussion and Consideration (4-10)**
- G. Review of Forms That Should Be Revised to Respond to the Settlement Agreement in the Sitzer-Burnett Class-Action Lawsuit – Discussion and Consideration (11-35)**
  - 1. WB-1 Residential Listing Contract (12-18)
  - 2. WB-36 Buyer Agency Agreement (19-24)
  - 3. WB-11 Residential Offer to Purchase (25-35)
- H. Review of Real Estate Contractual Forms for Revision – Discussion and Consideration
- I. Next Steps**
- J. Public Comments**

**ADJOURNMENT**

**NEXT MEETING: MAY 22, 2025**

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MEETINGS AND HEARINGS ARE OPEN TO THE PUBLIC, AND MAY BE CANCELLED WITHOUT NOTICE.

Times listed for meeting items are approximate and depend on the length of discussion and voting. All meetings are held virtually unless otherwise indicated. In-person meetings are typically conducted at 4822 Madison Yards Way, Madison, Wisconsin, unless an alternative location is listed on the meeting notice. In order to confirm a meeting or to request a complete copy of the board's agenda, please visit the Department website at <https://dsps.wi.gov>. The board may also consider materials or items filed after the transmission of this notice. Times listed for the commencement of any agenda item may be changed by the board for the convenience of the parties. The person credentialed by the board has the right to demand that the meeting at which final action may be taken against the credential be held in open session. Requests for interpreters for the hard of hearing, or other accommodations, are considered upon request by contacting the Affirmative Action Officer or reach the Meeting Staff by calling 608-267-7213.

**VIRTUAL/TELECONFERENCE  
REAL ESTATE CONTRACTUAL FORMS ADVISORY COUNCIL  
MEETING MINUTES  
JANUARY 23, 2025**

**PRESENT:** Michael Gordon, Jennifer Lindsley, Sonya Mays, Tami McFarlane, Kim Moermond, Laura Peck (*arrived at 9:34 a.m.*), Angela Rowland, Jonathan Sayas, Thomas Weber Jr.

**ABSENT:** Casey Clickner,

**STAFF:** Will Johnson, Executive Direction; Jameson Whitney, Legal Counsel; Dialah Azam, Board Administration Specialist; and other Department Staff

**CALL TO ORDER**

Sonya Mays, Chairperson, called the meeting to order at 9:32 a.m. A quorum of eight (8) members was confirmed.

(*Laura Peck arrived at 9:34 a.m.*)

**ADOPTION OF AGENDA**

**MOTION:** Michael Gordon moved, seconded by Angela Rowland, to adopt the agenda as published. Motion carried unanimously.

**APPROVAL OF MINUTES FROM NOVEMBER 21, 2024**

**MOTION:** Jonathan Sayas moved, seconded by Michael Gordon, to approve the minutes of November 21, 2024 as published. Motion carried unanimously.

**INTRODUCTIONS, ANNOUNCEMENTS AND RECOGNITION**

**Recognition: Cori Lamont (Resigned: 12/6/2024)**

**MOTION:** Kim Moermond moved, seconded by Laura Peck, to recognize and thank Cori Lamont for their years of dedicated service to the Council and State of Wisconsin. Motion carried unanimously.

**ADJOURNMENT**

**MOTION:** Thomas Weber Jr. moved, seconded by Michael Gordon, to adjourn the meeting. Motion carried unanimously.

The meeting adjourned at 11:46 a.m.

**State of Wisconsin  
Department of Safety & Professional Services**

**AGENDA REQUEST FORM**

1) Name and Title of Person Submitting the Request:  <b>Will Johnson, Executive Director</b>		2) Date When Request Submitted: <b>03/17/2025</b>  Items will be considered late if submitted after 4:30 p.m. and less than: ▪ 10 work days before the meeting for Medical Board ▪ 14 work days before the meeting for all others	
3) Name of Board, Committee, Council, Sections: <b>Real Estate Contractual Forms Advisory Council</b>			
4) Meeting Date:  <b>03/27/2025</b>	5) Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	6) How should the item be titled on the agenda page? <b>WB Pre-Agency Agreement – Discussion and Consideration</b>	
7) Place Item in: <input checked="" type="checkbox"/> Open Session <input type="checkbox"/> Closed Session <input type="checkbox"/> Both	8) Is an appearance before the Board being scheduled?  <input type="checkbox"/> Yes ( <a href="#">Fill out Board Appearance Request</a> ) <input checked="" type="checkbox"/> No	9) Name of Case Advisor(s), if required:	
10) Describe the issue and action that should be addressed:			
11) <b>Authorization</b>			
Will Johnson		03/17/2025	
Signature of person making this request		Date	
Supervisor (if required)		Date	
Executive Director signature (indicates approval to add post agenda deadline item to agenda)    Date			
Directions for including supporting documents: 1. This form should be attached to any documents submitted to the agenda. 2. Post Agenda Deadline items must be authorized by a Supervisor and the Policy Development Executive Director. 3. If necessary, Provide original documents needing Board Chairperson signature to the Board Admin Specialist prior to the start of a meeting.			



**To:** DSPS Real Estate Contractual Forms Advisory Council  
**From:** WRA Forms Committee  
**Date:** March 13, 2025  
**Re:** Actions in WB Forms

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In 2024, the DSPS Real Estate Contractual Forms Advisory Council (Council) made several proposed revisions to the WB Listing Contracts, Buyer Agency and Tenant Representation Agreements, and Offers to Purchase. The Real Estate Examining Board (REEB) approved these revisions, and the WB forms were released with an optional use date of July 1, 2024, and a mandatory use date of August 15, 2024.

The revisions were driven in part by several practice changes dictated by the settlement agreement reached in the class action lawsuit against the National Association of REALTORS® (NAR). The practice changes became effective August 17, 2024.

Now that the practice changes and the new forms have been in use for several months, the Council indicated an interest in reviewing the forms and see if there are improvements they can recommend to the REEB. At the February 13, 2025, meeting, the Council asked the WRA to solicit feedback from the WRA Forms Committee on possible revisions to the forms.

### **WB Listing Contracts**

The WRA Forms Committee met on February 13, 2025, and agreed on suggested revisions based on feedback from agents and consumers. At that meeting, WRA staff shared a summary of the most common listing contract questions submitted to the WRA's Legal Hotline.

Suggested revisions:

1. Commission and Compensation to Others should be on the same page.
2. Move "There is no standard market rate. Commissions and types of service may vary by firm. Commissions are not set by law and are fully negotiable." from the Compensation to Others section to the Commission section.
3. Add language to clarify that Compensation from Others is coming from the total Commission. The WRA Forms Committee did not decide on a recommendation to achieve this as there were several proposals offered. They indicated they would revisit this at their next meeting on April 10, 2025.
4. Add language to clarify whether the seller authorizes disclosure of Compensation to Others and if so, whether they authorize disclosure of the amount.
5. Add language to the Marketing section that "concessions" refer to concessions from a seller to a buyer and not firm-to-firm compensation.
6. Add examples to the Non-Confidential Information section to reinforce what a seller is allowing a firm to disclose regarding compensation to others, seller concessions, incentives or other special financing.

**COMMISSION** Seller and the Firm agree the Firm's commission shall be \_\_\_\_\_.

- **EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:
- 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
  - 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
  - 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
  - 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
  - 5) A ready, willing and able buyer submits a bona fide written offer to Seller or Firm for the Property at, or above, the list price and on substantially the same terms set forth in this Listing and the current WB-11 Residential Offer to Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer submitting the written offer has the ability to complete the buyer's obligations under the written offer.

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

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

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

- **CALCULATION:** A percentage commission shall be calculated based on the following, if earned above:
- Under 1) or 2) the total consideration between the parties in the transaction.
  - Under 3) or 4) the list price if the entire Property is involved.
  - Under 3) if the exchange involves less than the entire Property or under 4) if the effective change in ownership or control involves less than the entire Property, the fair market value of the portion of the Property exchanged or for which there was an effective change in ownership or control.
  - Under 5) the total offered purchase price.

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

**COMPENSATION TO OTHERS** The Firm has disclosed and Seller approves offers of compensation from the listing firm to cooperating firms working with buyers such as subagents and buyer's firms:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.  
(Exceptions if any): \_\_\_\_\_.

Seller authorizes the Firm and its agents to disclose the amount of compensation to others approved by the seller.

**MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property. Seller agrees that the Firm and its agents may market Seller's personal property identified on

lines 7-10 during the term of this Listing. The marketing may include: \_\_\_\_\_

The Firm and its agents may advertise the following concessions to a buyer, incentives, or special financing offered by Seller \_\_\_\_\_:

\_\_\_\_\_ which are in addition to and separate from Compensation to Others. See lines 57-62.

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

Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See lines 256-262 regarding the Firm's role as marketing agent and Seller's duty to notify the Firm of any potential buyer known to Seller. Seller agrees that the Firm and its agents may market other properties during the term of this Listing.

**NON-CONFIDENTIAL INFORMATION** The following may be disclosed by the Firm and its agents (list any information the Firm is authorized to disclose e.g., amount of compensation to others, existence of seller concessions, incentives or special financing, etc.)

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### **WB Buyer Agency and Tenant Representation Agreements**

The WRA Forms Committee did not have any suggested revisions for the WB Buyer Agency or Tenant Representation Agreements.

### **WB Offers to Purchase**

The WRA Forms Committee will discuss the WB Offer to Purchase at future meetings.

WISCONSIN REALTORS® ASSOCIATION  
4801 Forest Run Road, Madison, Wisconsin 53704

**PRE-AGENCY SHOWING AGREEMENT FOR WISCONSIN PROPERTIES**

1 Under Wisconsin law, buyers have choices in their relationship with an agent. There are essentially three agency options  
2 available for buyers under Wisconsin law: pre-agency, subagency, and buyer agency. Each agency type varies by what  
3 level of brokerage services may be provided.

4 A buyer can sign a buyer agency agreement with a firm and be the firm's client with all the services and duties that come  
5 with being a firm's client. A buyer could work with the firm that has the property listed or another firm and not sign a buyer  
6 agency agreement. The buyer would be a customer of the firm with some services and duties but not client-level duties.  
7 When the buyer is a customer of either the listing firm or another firm, the agent working with the buyer cannot put the  
8 buyer's interests ahead of the seller's interests. A buyer and a firm also can operate for a limited time in what is known  
9 as pre-agency where the buyer is not yet a customer nor a client. During pre-agency, the agent cannot put the buyer's  
10 interests ahead of the seller's interests and cannot engage in any negotiation on behalf of the buyer.

11 **BUYER RELATIONSHIPS WITH AGENTS**

12 1. **Buyer in Pre-Agency:** A buyer in pre-agency is not a client or a customer of the real estate firm and its agents.  
13 In pre-agency the firm and its agents may provide the buyer services such as showing properties and act as a  
14 neutral information provider, but the firm cannot negotiate for the buyer. "Negotiate" is defined in Wis. Stat. §  
15 452.01(5m). One example of negotiations would be drafting an offer for the buyer. If ~~during pre-agency,~~  
16 negotiations are requested or initiated, ~~then at that point~~ pre-agency authorization ends and the firm and the  
17 buyer would establish either subagency, where the firm is a subagent of the listing firm, as defined in Wis. Stat. §  
18 452.01(7r) and the buyer is a customer, or execute a buyer agency agreement where the buyer is a client, if they  
19 wish to proceed together. Both the buyer and the firm have a choice at that point whether to proceed together,  
20 and if so, under which agency relationship.

21 2. **Buyer as Customer:** If ~~the buyer chooses~~ a subagency relationship ~~is chosen by the buyer, a firm and the firm~~  
22 ~~or if the buyer initiates subagency with another firm,~~ the buyer is a customer. The buyer would receive the duties  
23 owed to all parties, including the authorization for negotiation, but would not receive client level services, and  
24 would not receive price advice, e.g., advice such as how much a buyer should offer on a property, or negotiation  
25 recommendations or recommendations regarding which property or properties to pursue. Buyers who are  
26 customers receive a separate disclosure and agents who are working with buyer customers cannot put the  
27 buyer's ~~customer's~~ interests ahead of the seller's interests.

28 3. **Buyer as Client:** When a buyer wants to have access to the full suite of brokerage services, the buyer would  
29 sign a written buyer agency agreement with the firm and become the firm's client. When a buyer is a client, the  
30 firm can put the buyer's interests ahead of the seller's interests while observing duties that agents owe to all  
31 parties in a transaction. When a buyer is a client, the firm can provide information and advice such as how much  
32 the buyer should offer for the property, and negotiation recommendations or recommendations regarding which  
33 property or properties to pursue, and other client services the firm offers.

34 **PRE-AGENCY AGREEMENT**

35 The undersigned Prospective Buyer and the Firm ~~hereby~~ enter this Pre-Agency Showing Agreement on the following  
36 terms and conditions:

37 **THIS IS NOT AN AGENCY AGREEMENT. THIS AGREEMENT DOES NOT AUTHORIZE AN AGENT TO DRAFT AN**  
38 **OFFER TO PURCHASE.** This is an agreement that authorizes the Firm and its agents to help the Prospective Buyer  
39 identify and locate properties and to show homes to the Prospective Buyer in a pre-agency relationship. The Firm and  
40 agents may show properties and provide information, as requested. Either the Prospective Buyer or the Firm may  
41 discontinue working together under pre-agency at any time, upon informing the other, and it is agreed and understood  
42 that whether to proceed with any further or additional brokerages services, whether under subagency or under buyer  
43 agency, is a choice between the Prospective Buyer and the Firm and agents.

44 **Compensation.** A firm may receive compensation for showing properties to a prospective buyer during pre-agency. The  
45 Prospective Buyer and the Firm agree the Firm shall be paid \$ \_\_\_\_\_.

46 \_\_\_\_\_  
47 (insert amount, if any) for showing properties. The fee cannot be paid to the agent directly and must be paid to the Firm.



48 Real estate commissions and compensation are not set by law and are fully negotiable. A firm working with a  
49 buyer for services covered by this Agreement cannot receive compensation or fees from any source that  
50 exceeds the amount specified in this Agreement, unless agreed to in writing.

51 The compensation paid under a ~~p~~Pre-agency agreement to ~~a the-f~~Firm does not prohibit ~~a~~the Ffirm from  
52 receiving other compensation as an agent working with a buyer as a client or customers in the purchase of  
53 property.

54 FAIR HOUSING / NON-DISCRIMINATION. The Firm and its agents agree that they will not discriminate based on race,  
55 color, sex, sexual orientation as defined in Wisconsin Statutes § 111.32(13m), disability, religion, national origin, marital  
56 status, lawful source of income, age, ancestry, family status, status as a victim of domestic abuse, sexual assault, or  
57 stalking, or in any other unlawful manner.

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

61 DUTIES TO ALL PARTIES. Under Wisconsin law, a firm and its agents owe certain duties to all parties in transaction,  
62 including during pre-agency. The Firm and its agents owe the Prospective Buyer:

- 63 • The duty to provide brokerage services fairly and honestly.
- 64 • The duty to provide brokerage services with reasonable skill and care.
- 65 • The duty to disclose in writing certain material adverse facts about a property, unless disclosure of the  
66 information is prohibited by law.
- 67 • The duty to keep confidential information given to the firm in confidence or information a reasonable person  
68 would want to be kept confidential, unless the law requires disclosure. The firm and its agents will not  
69 disclose the confidential information of the parties.
- 70 • The duty to provide accurate information about market conditions that affect the transaction within a  
71 reasonable time of the party's request for it, unless disclosure of the information is prohibited by law.
- 72 • The duty to safeguard trust funds and other property held by the firm or its agents.
- 73 • The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose  
74 the advantages and disadvantages of the proposals.

75 (x) \_\_\_\_\_  
76 Prospective Buyer Print Name ▲ Date

77 (x) \_\_\_\_\_  
78 Prospective Buyer Print Name ▲ Date

79  
80 (x) \_\_\_\_\_  
81 Prospective Buyer Print Name ▲ Date

82  
83 (x) \_\_\_\_\_  
84 Prospective Buyer Print Name ▲ Date

85  
86 (x) \_\_\_\_\_  
87 Agent for Firm Print Name ► Firm Name ▲ Date

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

DRAFT

**State of Wisconsin  
Department of Safety & Professional Services**

**AGENDA REQUEST FORM**

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3) Name of Board, Committee, Council, Sections:  <b>Real Estate Contractual Forms Advisory Council</b>			
4) Meeting Date:  <b>03/27/2025</b>	5) Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	6) How should the item be titled on the agenda page?  <b>Review of Forms That Should Be Revised to Respond to the Settlement Agreement in the Sitzer-Burnett Class-Action Lawsuit – Discussion and Consideration</b> <ol style="list-style-type: none"> <li>1. WB-1 Residential Listing Contract</li> <li>2. WB-36 Buyer Agency Agreement</li> <li>3. WB-11 Residential Offer to Purchase</li> </ol>	
7) Place Item in: <input checked="" type="checkbox"/> Open Session <input type="checkbox"/> Closed Session <input type="checkbox"/> Both	8) Is an appearance before the Board being scheduled?  <input type="checkbox"/> Yes ( <a href="#">Fill out Board Appearance Request</a> ) <input checked="" type="checkbox"/> No	9) Name of Case Advisor(s), if required:	
10) Describe the issue and action that should be addressed:			
11) <b>Authorization</b>			
Will Johnson		03/17/2025	
Signature of person making this request		Date	
Supervisor (if required)		Date	
Executive Director signature (indicates approval to add post agenda deadline item to agenda)		Date	

**WB-1 RESIDENTIAL 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  
4 in the \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_,

5 Wisconsin. Insert additional description, if any, at lines 313-335 or attach as an addendum per lines 336-337.

6 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, all Fixtures not excluded on lines 11-13,  
7 and the following items: \_\_\_\_\_

8  
9  
10 \_\_\_\_\_

11 ■ **NOT INCLUDED IN LIST PRICE:** \_\_\_\_\_

12  
13 \_\_\_\_\_

14 **CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the**  
15 **lessor. (See lines 191-204).**

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

17 **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property.

18 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 7-10 during the term  
19 of this Listing. The marketing may include: \_\_\_\_\_

20  
21 The Firm and its agents may advertise the following **concessions, incentives, or special financing** offered by Seller:

22  
23 \_\_\_\_\_

24 \_\_\_\_\_, which are in addition to and separate from Compensation to Others. See lines 57-62.

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

27 Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See lines 256-262 regarding the  
28 Firm's role as marketing agent and Seller's duty to notify the Firm of any potential buyer known to Seller. Seller agrees  
29 that the Firm and its agents may market other properties during the term of this Listing.

30 **COMMISSION** Seller and the Firm agree the Firm's commission shall be \_\_\_\_\_

31  
32 \_\_\_\_\_

33 \_\_\_\_\_

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

- 35 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
- 36 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
- 37 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
- 38 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
- 39 5) A ready, willing and able buyer submits a bona fide written offer to Seller or Firm for the Property at, or above, the list  
40 price and on substantially the same terms set forth in this Listing and the current WB-11 Residential Offer to Purchase,  
41 even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer submitting the  
42 written offer has the ability to complete the buyer's obligations under the written offer.

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

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

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

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

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

57 **COMPENSATION TO OTHERS** The Firm has disclosed and Seller approves offers of compensation to cooperating firms  
 58 working with buyers such as subagents and buyer's firms: \_\_\_\_\_  
 59 \_\_\_\_\_

60 (Exceptions if any): \_\_\_\_\_  
 61 **There is no standard market commission rate. Commissions and types of service may vary by firm.**  
 62 **Commissions are not set by law and are fully negotiable.**

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

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

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

73 **FAIR HOUSING** Seller and the Firm and its agents agree that they will not discriminate against any  
 74 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section  
 75 111.32(13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family  
 76 status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

77 **DISCLOSURE TO CLIENTS**

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

- 80 (a) The duty to provide brokerage services to you fairly and honestly.
- 81 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 82 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request  
 83 it, unless disclosure of the information is prohibited by law.
- 84 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the  
 85 information is prohibited by law. (See lines 205-208.)
- 86 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your  
 87 confidential information or the confidential information of other parties. (See lines 145-160.)
- 88 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 89 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the  
 90 advantages and disadvantages of the proposals.

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

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

105 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

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

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

113 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal  
114 any of your confidential information to another party unless required to do so by law.

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

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

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

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

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

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

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

135 **SUBAGENCY**

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

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

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

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

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

- 151 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 205-208).
- 152 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on  
153 the property or real estate that is the subject of the transaction.

154 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list  
155 that information below (see lines 157-158). At a later time, you may also provide the Firm with other information you  
156 consider to be confidential.

157 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_  
158 \_\_\_\_\_

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

161 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its  
162 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as  
163 subagents (other firms engaged by the Firm - see lines 135-139) and firms representing buyers. Cooperation includes  
164 providing access to the Property for showing purposes and presenting offers and other proposals from these firms to  
165 Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed  
166 to attend showings, and the specific terms of offers which should not be submitted to Seller: \_\_\_\_\_  
167 \_\_\_\_\_

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

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

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

173 The following other buyers \_\_\_\_\_  
174 \_\_\_\_\_ are excluded from this Listing until \_\_\_\_\_ [INSERT DATE].  
175 These other buyers are no longer excluded from this Listing after the specified date unless, on or before the specified date,  
176 Seller has either accepted a written offer from the buyer or sold the Property to the buyer.

177 **DEFINITIONS**

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

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

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

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

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

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

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

191 ■ **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or  
192 buildings so as to be treated as part of the real estate, including, without limitation, physically attached items not easily  
193 removable without damage to the premises, items specifically adapted to the premises, and items customarily treated  
194 as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and  
195 windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and  
196 cooling units and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or  
197 fitted floor coverings; awnings; attached antennas and satellite dishes, audio/visual wall mounting brackets (but not the  
198 audio/visual equipment), garage door openers and remote controls; installed security systems; central vacuum systems  
199 and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; in-ground  
200 pet containment systems (but not the collars); storage buildings on permanent foundations and docks/piers on  
201 permanent foundations.

202 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water  
203 treatment systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 11-13 and in  
204 the offer to purchase.**

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

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

214 ■ **PROPERTY:** Unless otherwise stated, "Property", means all property included in the list price as described on lines 2-5

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

- 217 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property;  
218 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential  
219 terms upon which the buyer might acquire an interest in the Property; or  
220 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding  
221 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents  
222 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines  
223 273-281) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:  
224 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the  
225 individuals in the Listing; or,

226 b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the firm  
227 or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

228 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on behalf of  
229 a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on [lines 230-234](#).

230 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon  
231 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to  
232 Seller a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this  
233 Listing be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for  
234 Protected Buyers, on the same terms, for one year after the Listing is terminated ([lines 273-281](#)).

235 **OCCUPANCY** Unless otherwise provided, Seller agrees to give the buyer occupancy of the Property at time of closing  
236 and to have the Property in broom swept condition and free of all debris and personal property except for personal  
237 property belonging to current tenants, sold to the buyer or left with the buyer's consent.

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

241 **CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the**  
242 **lease(s) unless released by tenants.**

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

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

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

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

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

263 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage  
264 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for  
265 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to  
266 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft  
267 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional  
268 wrongdoing of the Firm or its agents. Seller acknowledges that individual showings and open houses may be  
269 conducted by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and  
270 inspections without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be  
271 present at all inspections and testing and may photograph or videotape Property unless otherwise provided for in  
272 additional provisions at [lines 313-335](#) or in an addendum per [lines 336-337](#).

273 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a  
274 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.  
275 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the  
276 commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller  
277 and the Firm agree that any termination of this Listing by either party before the date stated on [line 339](#) shall be  
278 effective by the Seller only if stated in writing and delivered to the Firm in accordance with [lines 290-312](#) and effective  
279 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with [lines 290-312](#).

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



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

290 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of  
291 documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at  
292 lines 293-312.

293 (1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery  
294 if named at line 295 or 296.

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

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

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

298 Seller: (\_\_\_\_\_) \_\_\_\_\_ Firm: (\_\_\_\_\_) \_\_\_\_\_

299  (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a  
300 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 295 or  
301 296, for delivery to the Party's delivery address at line 305 or 306.

302  (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the  
303 Party, or to the Party's recipient for delivery if named at line 295 or 296, for delivery to the Party's delivery address at  
304 line 305 or 306.

305 Delivery address for Seller: \_\_\_\_\_

306 Delivery address for Firm: \_\_\_\_\_

307  (5) Email: electronically transmitting the document or written notice to the Party's email address, if given below at  
308 line 311 or 312. If this is a consumer transaction where the property being purchased or the sale proceeds are used  
309 primarily for personal, family or household purposes, each consumer providing an email address below has first  
310 consented electronically as required by federal law.

311 Email address for Seller: \_\_\_\_\_

312 Email address for Firm: \_\_\_\_\_

313 **ADDITIONAL PROVISIONS** \_\_\_\_\_

314 \_\_\_\_\_  
315 \_\_\_\_\_  
316 \_\_\_\_\_  
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334 \_\_\_\_\_  
335 \_\_\_\_\_

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

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

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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.**

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

356 (x) \_\_\_\_\_  
357 Seller's Signature ▲ Print Name Here ▲ Date ▲

358 (x) \_\_\_\_\_  
359 Seller's Signature ▲ Print Name Here ▲ Date ▲

360 (x) \_\_\_\_\_  
361 Seller's Signature ▲ Print Name Here ▲ Date ▲

362 (x) \_\_\_\_\_  
363 Seller's Signature ▲ Print Name Here ▲ Date ▲

364 Seller Entity Name (if any): \_\_\_\_\_  
365 Print Name Here ▲

366 (x) \_\_\_\_\_  
367 Authorized Signature ▲ Print Name & Title Here ► Date ▲

368 (x) \_\_\_\_\_  
369 Agent for Firm ▲ Print Name Here ▲ Firm Name ▲ Date ▲

**WB-36 BUYER AGENCY AGREEMENT**

1 ■ **EXCLUSIVE AUTHORITY TO ACT AS BUYER'S AGENT:** Buyer gives the Firm and its agents the exclusive right to act  
2 as Buyer's Agent to Locate an Interest in Property and to Negotiate the Acquisition of an Interest in Property for Buyer,  
3 except as excluded under lines 14-29. Buyer agrees that during the term of this Agreement, Buyer will not enter into any  
4 other agreements to retain any other buyer's agent(s), except for the excluded properties described in lines 14-29.

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

9 ■ **PURCHASE PRICE RANGE:** \_\_\_\_\_  
10 The purchase price range provides initial search parameters, but the Firm's authority under this Agreement extends to  
11 all property within the state of Wisconsin except for those properties excluded as Excluded Properties on lines 14-17  
12 and applies to any properties under Excluded Properties Subject to a Prior Agreement on lines 18-26 and under Limited  
13 Exclusion Properties on lines 27-29, after the applicable time for the exclusion has ended.

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

18 ■ **EXCLUDED PROPERTIES SUBJECT TO A PRIOR AGREEMENT:** The following properties are subject to an  
19 extension of agreement term under a prior buyer agency agreement and the exclusion period shall run until the  
20 expiration of the prior firm's legal rights: \_\_\_\_\_  
21 \_\_\_\_\_.

22 **CAUTION: If Buyer does not want this Agreement to apply to properties subject to a prior agency agreement,**  
23 **Buyer should identify such properties on lines 20-21. Buyer's failure to exclude from this Agreement a property**  
24 **protected under a prior buyer agency agreement(s) may result in Buyer owing commissions under each buyer**  
25 **agency agreement. Buyer should consult prior firm(s) or Buyer's legal counsel regarding obligations under any**  
26 **prior buyer agency agreement.**

27 ■ **LIMITED EXCLUSION PROPERTIES:** The following properties are excluded from this Agreement until \_\_\_\_\_  
28 [Insert Date]: \_\_\_\_\_ . Insert additional  
29 addresses, descriptions, or date limitations, if any, at lines 272-285 or attach as an addendum per lines 286-287.

30 **COMPENSATION** The Firm's compensation for purchase, option, exchange or an effective change in ownership or  
31 control shall be: **COMPLETE AS APPLICABLE**

32 **COMMISSION:** Buyer and the Firm agree the Firm's commission shall be \_\_\_\_\_  
33 \_\_\_\_\_  
34 \_\_\_\_\_.

35 **NOTE: A Firm may not represent that the firm's services are free or available at no cost to their clients, unless**  
36 **they will receive no financial compensation from any source for those services.**

37 ■ **COMMISSION EARNED:** The Firm has earned the Firm's commission if during the term of this Agreement (or any  
38 extension of it), Buyer or any Person Acting on Behalf of Buyer acquires an Interest in Property or enters into an  
39 **enforceable contract** to acquire an Interest in Property, at any terms and price acceptable to owner and Buyer, regardless  
40 of the purchase price range.

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

43 ■ **COMMISSION CALCULATION:** A percentage commission shall be calculated based on the following if earned above:  
44 (i) for a purchase or option, the total consideration in the transaction, or (ii) for an exchange or an effective change in  
45 ownership or control, the fair market value of the Property in the transaction.

46 ■ **OTHER COMPENSATION:** \_\_\_\_\_  
47 \_\_\_\_\_.

48 [INSERT AMOUNTS AND TYPES OF **OTHER COMPENSATION AND FEES** (E.G., RETAINER, ADVANCE, HOURLY,  
49 ETC.) AND INDICATE WHEN DUE AND PAYABLE.]

50 **NOTE: The specific amount or rate of compensation must be objectively ascertainable (e.g., specific percentage of**  
51 **purchase price, flat dollar amount, hourly rate, etc.) Compensation may not be open-ended (e.g., buyer's firm**  
52 **compensation shall be whatever the seller is offering to the buyer).**

53 ■ **PAYMENT BY OWNER OR OWNER'S AGENT:** The Firm is hereby authorized to seek payment of commission from the  
 54 owner (e.g., seller) or the owner's agent (e.g., listing firm **such as through compensation agreements**) provided that all  
 55 parties to the transaction give prior written consent. Buyer shall pay the Firm's compensation, reduced by any amounts the  
 56 Firm receives from the owner or the owner's agent.

57 **There is no standard market commission rate. Commissions are not set by law and are fully negotiable.**  
 58 **Commissions and types of service may vary based on the firm you hire.**

59 **NOTE: The Firm cannot receive compensation for brokerage services from any source that exceeds the amount or**  
 60 **rate agreed to in this Agreement.**

61 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the  
 62 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,  
 63 the Firm shall hold and disburse earnest money funds in accordance with Wis. Stat. Ch. **452** and Wis. Admin. Code Ch. **REEB**  
 64 18. If the transaction fails to close and the earnest money is disbursed to Buyer, then upon disbursement to Buyer the earnest  
 65 money shall be paid first to reimburse the Firm for cash advances made by the Firm on behalf of Buyer.

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

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

#### 78 **DISCLOSURE TO CLIENTS**

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

- 81 (a) The duty to provide brokerage services to you fairly and honestly.
- 82 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 83 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,  
 84 unless disclosure of the information is prohibited by law.
- 85 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the  
 86 information is prohibited by law. (See lines 201-204.)
- 87 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your  
 88 confidential information or the confidential information of other parties. (See lines 145-164.)
- 89 (f) The duty to safeguard trust funds and other property, the firm or its agents holds.
- 90 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the  
 91 advantages and disadvantages of the proposals.

#### 92 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.** 93 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

- 94 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect  
 95 your transaction, unless you release the firm from this duty.
- 96 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse Facts.
- 97 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests  
 98 that are within the scope of the agency agreement.
- 99 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
- 100 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless  
 101 required by law, give information or advice to other parties who are not the firm's clients, if giving the information or  
 102 advice is contrary to your interests.

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

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

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

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

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

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

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

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

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

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

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

135 **SUBAGENCY**

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

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

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

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

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

- 151 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes. (See lines 201-204).
- 152 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on  
153 the property or real estate that is the subject of the transaction.

154 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that  
155 information below (see lines 157-159). At a later time, you may also provide the Firm with other information you consider  
156 to be confidential.

157 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_  
158 \_\_\_\_\_  
159 \_\_\_\_\_

160 **NON-CONFIDENTIAL INFORMATION:** The Firm and its agents have permission to disclose Buyer’s identity and financial  
161 qualification information to an owner, owner’s agents and other third parties without prior consent from Buyer, unless  
162 otherwise provided on lines 157-159. The Firm and its agents may also disclose the following: \_\_\_\_\_

163 \_\_\_\_\_  
164 \_\_\_\_\_

165 **NON-EXCLUSIVE RELATIONSHIP** Buyer acknowledges and agrees that the Firm and its agents may act for other buyers  
 166 in connection with the location of properties and may negotiate on behalf of such buyers with the owner or owner's agent. In  
 167 the event that the Firm or its agents undertake to represent and act for other buyers, the Firm and its agents shall not disclose  
 168 to Buyer, or any other buyer, any confidential information of any buyer, unless required by law.

169 **NON DISCRIMINATION** Buyer and the Firm and its agents agree that they will not discriminate based on race,  
 170 color, sex, sexual orientation as defined in Wisconsin Statutes § 111.32(13m), disability, religion, national  
 171 origin, marital status, lawful source of income, age, ancestry, family status, status as a victim of domestic  
 172 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 Agreement or an alleged breach,  
 174 and the Parties cannot resolve the dispute by mutual agreement, the Parties may consider alternative dispute resolution  
 175 instead of judicial resolution in court. Alternative dispute resolution may include mediation and binding arbitration.  
 176 Should the Parties desire to submit any potential dispute to alternative dispute resolution, it is recommended that the  
 177 Parties add such in Additional Provisions or in an Addendum.

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

180 **PROPERTY DIMENSIONS** Buyer acknowledges that real property dimensions, total square footage and total acreage  
 181 information provided to Buyer may be approximate due to rounding and may vary due to different formulas which can be  
 182 used to calculate these figures. Unless otherwise indicated, property dimension figures have not been verified by survey.  
 183 **CAUTION: Buyer should verify any property dimension or total square footage/acreage calculation which is**  
 184 **material to Buyer.**

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

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

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

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

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

193 ■ **BUYER:** "Buyer" means the party executing this Agreement.

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

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

197 ■ **INTEREST IN PROPERTY:** "Interest in Property" means a purchase, option, exchange or other acquisition interest in  
 198 Property unless specifically excluded at lines 14-29 or in additional provisions (lines 272-285) or elsewhere in this Agreement.

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

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

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

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

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

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

- 218 1) The subject of a written proposal by Buyer, or Person Acting on Behalf of Buyer, submitted to the Property owner  
 219 or owner's agent;
- 220 2) Viewed by Buyer, or Person Acting on Behalf of Buyer, with the owner or owner's agent, or directly negotiated for  
 221 by Buyer, or Person Acting on Behalf of Buyer. Direct negotiation means communicating with the owner or  
 222 owner's agent regarding any potential terms on which Buyer might acquire an Interest in Property; or

223 3) Located or negotiated for by the Firm or its agents, but only if the Firm or its agents deliver the description of the  
224 Property to Buyer, in writing, no later than three days after the earlier of expiration or termination (lines 234-242) of  
225 this Agreement. No written notice shall be required if the Buyer viewed the Property with the Firm or its agents.

226 **LIEN NOTICE** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for commissions  
227 or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial real  
228 estate, if any, that is the subject of this Agreement. "Commercial real estate" includes all real estate except (a) real  
229 property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not  
230 contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

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

234 **TERMINATION OF AGREEMENT** Neither Buyer nor the Firm has the legal right to unilaterally terminate this Agreement  
235 absent a material breach of contract by the other party. Buyer understands that the parties to this Agreement are Buyer and  
236 the Firm. Agents for the Firm do not have the authority to enter into a mutual agreement to terminate this Agreement, amend  
237 the compensation terms or shorten the term of this Agreement, without the written consent of the agent(s)' supervising broker.  
238 Buyer and the Firm agree that any termination of this Agreement by either party before the date stated on line 289 shall  
239 be effective by Buyer only if stated in writing and delivered to the Firm in accordance with lines 249-271 and effective by  
240 the Firm only if stated in writing by the supervising broker and delivered to Buyer in accordance with lines 249-271.

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

243 **EXTENSION OF AGREEMENT TERM** The Agreement term is extended for a period of one year as to any Protected  
244 Property under this Agreement. Upon receipt of written request from Buyer or a firm that has a new buyer agency  
245 agreement with Buyer, the Firm agrees to promptly deliver to Buyer a written list of those Protected Properties known by  
246 the Firm and its agents to which the extension period applies. Should this Agreement be terminated by Buyer prior to the  
247 expiration of the term stated in this Agreement, this Agreement shall be extended for Protected Properties, on the same  
248 terms, for one year after the Agreement is terminated (lines 234-242).

249 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Agreement, delivery of  
250 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at  
251 lines 252-271.

252 (1) **Personal Delivery:** giving the document or written notice personally to the party, or the party's recipient for delivery if  
253 named at line 254 or 255.

254 Buyer's recipient for delivery (optional): \_\_\_\_\_  
255 Firm's recipient for delivery (optional): \_\_\_\_\_

256  (2) **Fax:** fax transmission of the document or written notice to the following telephone number:  
257 Buyer: (\_\_\_\_\_) \_\_\_\_\_ Firm: (\_\_\_\_\_) \_\_\_\_\_

258  (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a  
259 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 254 or  
260 255, for delivery to the party's delivery address at line 264 or 265.

261  (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the  
262 party, or to the party's recipient for delivery if named at line 254 or 255, for delivery to the party's delivery address at line  
263 264 or 265.

264 Delivery address for Buyer: \_\_\_\_\_  
265 Delivery address for Firm: \_\_\_\_\_

266  (5) **Email:** electronically transmitting the document or written notice to the party's email address, if given below at  
267 line 270 or 271. If this is a consumer transaction where the property being purchased or the sale proceeds are used  
268 primarily for personal, family or household purposes, each consumer providing an email address below has first  
269 consented electronically as required by federal law.

270 Email address for Buyer: \_\_\_\_\_  
271 Email address for Firm: \_\_\_\_\_

272 **ADDITIONAL PROVISIONS** \_\_\_\_\_  
273 \_\_\_\_\_  
274 \_\_\_\_\_  
275 \_\_\_\_\_  
276 \_\_\_\_\_  
277 \_\_\_\_\_  
278 \_\_\_\_\_  
279 \_\_\_\_\_

280 \_\_\_\_\_  
281 \_\_\_\_\_  
282 \_\_\_\_\_  
283 \_\_\_\_\_  
284 \_\_\_\_\_  
285 \_\_\_\_\_

286 **ADDENDA** The attached \_\_\_\_\_  
287 \_\_\_\_\_ is/are made a part of this Agreement.

288 **TERM OF THE AGREEMENT** From the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ up  
289 to and including midnight of the \_\_\_\_\_ day of \_\_\_\_\_;  
290 Notwithstanding lines 288-289, the Firm and Buyer agree that this Agreement (shall) (shall not) **STRIKE ONE** ("shall" if  
291 neither is stricken) end when Buyer acquires an Interest in Property.

**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.**

304 ■ **BY SIGNING BELOW, BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND HAS READ**  
305 **ALL 6 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS INCORPORATED INTO THIS**  
306 **AGREEMENT.**

307 (x) \_\_\_\_\_  
308 Buyer's Signature ▲ Print Name ► Date ▲

309 (x) \_\_\_\_\_  
310 Buyer's Signature ▲ Print Name ► Date ▲

311 (x) \_\_\_\_\_  
312 Buyer's Signature ▲ Print Name ► Date ▲

313 (x) \_\_\_\_\_  
314 Buyer's Signature ▲ Print Name ► Date ▲

315 \_\_\_\_\_  
316 Buyer Entity Name (if any) ▲

317 (x) \_\_\_\_\_  
318 Authorized Signature ▲ Date ▲  
319 Print Name & Title ►

320 \_\_\_\_\_  
321 Firm Name ▲

322 (x) \_\_\_\_\_  
323 Agent's Signature ▲ Print Name ► Date ▲



**WB-11 RESIDENTIAL OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON \_\_\_\_\_ [DATE] IS (AGENT OF BUYER)  
2 (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, \_\_\_\_\_,  
4 offers to purchase the Property known as [Street Address] \_\_\_\_\_

5 \_\_\_\_\_  
6 in the \_\_\_\_\_ of \_\_\_\_\_, County  
7 of \_\_\_\_\_ Wisconsin (insert additional description, if any, at lines 548-570 or  
8 in an addendum per line 592), on the following terms:

9 **PURCHASE PRICE** The purchase price is \_\_\_\_\_  
10 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date  
12 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: \_\_\_\_\_  
13 \_\_\_\_\_  
14 \_\_\_\_\_  
15 \_\_\_\_\_  
16 \_\_\_\_\_

17 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included  
18 or not included.**

19 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at  
20 lines 12-16) and the following: \_\_\_\_\_  
21 \_\_\_\_\_  
22 \_\_\_\_\_  
23 \_\_\_\_\_

24 **CAUTION: Identify Fixtures that are on the Property (see lines 26-36) to be excluded by Seller or that are rented  
25 (e.g., water softeners or other water treatment systems, LP tanks, etc.) and will continue to be owned by the lessor.**

26 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land, buildings or  
27 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily  
28 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as  
29 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows;  
30 electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units  
31 and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or fitted floor  
32 coverings; awnings; attached antennas and satellite dishes (but not the component parts); audio/visual wall mounting  
33 brackets (but not the audio/visual equipment); garage door openers and remote controls; installed security systems; central  
34 vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans;  
35 fences; in-ground pet containment systems including receiver components; storage buildings on permanent foundations  
36 and docks/piers on permanent foundations.

37 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented (e.g., water softeners or other water  
38 treatment systems, LP tanks, etc.) on lines 20-23 or at lines 548-570 or in an addendum per line 592).**

39 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer  
40 on or before \_\_\_\_\_. Seller may keep the  
41 Property on the market and accept secondary offers after binding acceptance of this Offer.

42 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

43 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical  
44 copies of the Offer.

45 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term  
46 Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

47 **CLOSING** This transaction is to be closed on \_\_\_\_\_  
48 \_\_\_\_\_ at the place selected by Seller,  
49 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state  
50 holiday, the closing date shall be the next Business Day.

51 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently  
52 verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real  
53 estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money  
54 transfer instructions.**

**EARNEST MONEY**

55 **EARNEST MONEY** of \$ \_\_\_\_\_ accompanies this Offer.  
 56 ■ EARNEST MONEY of \$ \_\_\_\_\_ accompanies this Offer.  
 57 If the Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.  
 58 ■ EARNEST MONEY of \$ \_\_\_\_\_ will be mailed, or commercially, electronically  
 59 or personally delivered within \_\_\_\_\_ days ("5" if left blank) after acceptance.  
 60 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as \_\_\_\_\_  
 61 \_\_\_\_\_) **STRIKE THOSE NOT APPLICABLE**  
 62 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

63 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**  
 64 **attorney as lines 67-87 do not apply. If someone other than Buyer pays earnest money, consider a special**  
 65 **disbursement agreement.**

66 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.  
 67 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the  
 68 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository  
 69 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall  
 70 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according  
 71 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been  
 72 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the  
 73 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;  
 74 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)  
 75 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain  
 76 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the  
 77 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

78 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties  
 79 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest  
 80 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party  
 81 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified  
 82 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order  
 83 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of  
 84 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their  
 85 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good  
 86 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional  
 87 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

88 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)  
 89 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in  
 90 this Offer except: \_\_\_\_\_

91 \_\_\_\_\_. If "Time is of the Essence" applies to a date or Deadline,  
 92 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date  
 93 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

94 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property that includes one-to-four dwelling units  
 95 to provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never  
 96 been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example,  
 97 personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03.  
 98 The law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance  
 99 of the contract of sale . . . , to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer  
 100 who does not receive a report within the 10 days may, within two business days after the end of that 10-day period, rescind  
 101 the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have  
 102 certain rescission rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days,  
 103 but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for additional  
 104 information regarding rescission rights.

105 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has  
 106 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 112-177) other than those identified in  
 107 Seller's Real Estate Condition Report dated \_\_\_\_\_, which was received by Buyer prior to Buyer signing  
 108 this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and  
 109 \_\_\_\_\_

110 \_\_\_\_\_  
 111 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

112 "Conditions Affecting the Property or Transaction" are defined to include:

113 a. Defects in the roof, basement or foundation (including cracks, seepage and bulges), electrical system, or part of the  
 114 plumbing system (including the water heater, water softener and swimming pool); or basement, window, or plumbing leaks;

- 115 overflow from sinks, bathtubs, or sewers; or other water or moisture intrusions or conditions.
- 116 b. Defects in heating and air conditioning system (including the air filters and humidifiers); in a wood burning stove or  
117 fireplace; or caused by a fire in a stove or fireplace or elsewhere on the Property.
- 118 c. Defects related to smoke detectors or carbon monoxide detectors, or a violation of applicable state or local smoke  
119 detector or carbon monoxide detector laws.
- 120 d. Defects in any structure, or mechanical equipment included as Fixtures or personal property.
- 121 e. Rented items located on the Property such as a water softener or other water conditioner system.
- 122 f. Defects caused by unsafe concentrations of, or unsafe conditions on the Property relating to radon, radium in water  
123 supplies, lead in paint, soil or water supplies, unsafe levels of mold, asbestos or asbestos-containing materials or other  
124 potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or toxic  
125 substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on  
126 but not directly serving the Property.
- 127 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**  
128 **properties built before 1978.**
- 129 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic  
130 substances on neighboring properties.
- 131 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the  
132 Property or in a well that serves the Property, including unsafe well water.
- 133 i. A septic system or other private sanitary disposal system serves the Property; Defects in the septic system or other  
134 sanitary disposal system on the Property; or any out-of-service septic system serving the Property not closed or abandoned  
135 according to applicable regulations.
- 136 j. Underground or aboveground fuel storage tanks on or previously located on the Property; or Defects in the underground  
137 or aboveground fuel storage tanks on or previously located on the Property. (The owner, by law, may have to register the  
138 tanks with the Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708,  
139 whether the tanks are in use or not. Department regulations may require closure or removal of unused tanks.)
- 140 k. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased); or Defects in an  
141 "LP" tank on the Property.
- 142 l. Notice of property tax increases, other than normal annual increases, or pending Property reassessment; remodeling  
143 that may increase the Property's assessed value; pending special assessments; or Property is within a special purpose  
144 district, such as a drainage district, that has authority to impose assessments.
- 145 m. Proposed construction of a public project that may affect use of the Property; Property additions or remodeling affecting  
146 Property structure or mechanical systems during Seller's ownership without required permits; or any land division involving  
147 the Property without required state or local permits.
- 148 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit  
149 and there are common areas associated with the Property that are co-owned with others.
- 150 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,  
151 wetland or shoreland zoning area; or the Property is subject to a shoreland mitigation plan required by Wisconsin  
152 Department of Natural Resources (DNR) rules that obligates the Property owner to establish or maintain certain measures  
153 related to shoreland conditions, enforceable by the county.
- 154 p. Nonconforming uses of the Property; conservation easements, restrictive covenants or deed restrictions on the  
155 Property; or, other than public rights of way, nonowners having rights to use part of the Property, including, but not limited  
156 to, private rights-of-way and easements other than recorded utility easements.
- 157 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment  
158 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 159 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop  
160 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 161 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will  
162 be transferred with the Property because the dam is owned by a homeowners' association, lake district, or similar group of  
163 which the Property owner is a member.
- 164 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint  
165 driveway) affecting the Property.
- 166 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition; or any insurance  
167 claims relating to damage to the Property within the last five years.
- 168 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting  
169 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 170 w. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal, reptile, or  
171 other insect infestations.
- 172 x. Structure on the Property designated as an historic building; all or any part of the Property in an historic district; or one  
173 or more burial sites on the Property.
- 174 y. Agreements binding subsequent owners such as a lease agreement or extension of credit from an electric cooperative.
- 175 z. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

176 aa. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or  
177 excessive sliding, settling, earth movement or upheavals.

178 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a  
179 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing  
180 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel  
181 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or  
182 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's  
183 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the  
184 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise  
185 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

186 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of  
187 the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any  
188 other material terms of the contingency.**

189 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed  
190 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to  
191 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to  
192 be reported to the Wisconsin Department of Natural Resources.

193  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 178-192).

194 (1) This Offer is contingent upon a Wisconsin registered or Wisconsin licensed home inspector performing a home inspection  
195 of the Property after the date on line 1 of this Offer that discloses no Defects.

196 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an  
197 inspection of \_\_\_\_\_

198 \_\_\_\_\_ (list any Property component(s)  
199 to be separately inspected, e.g., swimming pool, roof, foundation, chimney, etc.) which discloses no Defects.

200 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided  
201 they occur prior to the Deadline specified at line 206. Inspection(s) shall be performed by a qualified independent  
202 inspector or independent qualified third party.

203 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

204 **CAUTION: Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as  
205 well as any follow-up inspection(s).**

206 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("15" if left blank) after acceptance, delivers  
207 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the  
208 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

209 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

210 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent  
211 of which Buyer had actual knowledge or written notice before signing this Offer.

212 **NOTE: "Defect" as defined on lines 445-447 means a condition that would have a significant adverse effect on the  
213 value of the Property; that would significantly impair the health or safety of future occupants of the Property; or  
214 that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life  
215 of the premises.**

216 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.

217 If Seller has the right to cure, Seller may satisfy this contingency by:

218 (1) delivering written notice to Buyer within \_\_\_\_\_ ("10" if left blank) days after Buyer's delivery of the Notice of Defects  
219 stating Seller's election to cure Defects;

220 (2) curing the Defects in a good and workmanlike manner; and

221 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

222 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

223 (1) Seller does not have the right to cure; or

224 (2) Seller has the right to cure but:

225 (a) Seller delivers written notice that Seller will not cure; or

226 (b) Seller does not timely deliver the written notice of election to cure.

227  **RADON TESTING CONTINGENCY:** This Offer is contingent upon Buyer obtaining a current written report of the  
228 results of a radon test at the Property performed by a qualified third party in a manner consistent with applicable  
229 Environmental Protection Agency (EPA) and Wisconsin Department of Health Services (DHS) protocols and standards  
230 indicating an EPA average radon level of less than 4.0 picoCuries per liter (pCi/L), at (Buyer's) (Seller's) **STRIKE ONE**  
231 ("Buyer's" if neither is stricken) expense.

232 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("20" if left blank) after acceptance delivers  
233 to Seller a written copy of the radon test results indicating a radon level of 4.0 pCi or higher and written notice objecting to  
234 the radon level in the report.

235 ■ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** (“shall” if neither is stricken) have the right to cure.

236 If Seller has the right to cure, Seller may satisfy this contingency by:

237 (1) delivering a written notice of Seller's election to cure within 10 days after delivery of Buyer's notice; and,

238 (2) installing a radon mitigation system in conformance with EPA standards in a good and workmanlike manner and by  
 239 giving Buyer a report of the work done and a post remediation test report indicating a radon level of less than 4.0 pCi/L  
 240 no later than three days prior to closing.

241 This Offer shall be null and void if Buyer timely delivers the above written notice and report to Seller and:

242 (1) Seller does not have the right to cure; or

243 (2) Seller has the right to cure but:

244 (a) Seller delivers written notice that Seller will not cure; or

245 (b) Seller does not timely deliver the notice of election to cure.

246 **NOTE: For radon information refer to the EPA at [epa.gov/radon](http://epa.gov/radon) or the DHS at [dhs.wisconsin.gov/radon](http://dhs.wisconsin.gov/radon).**

247 **IF LINE 248 IS NOT MARKED OR IS MARKED N/A LINES 296-307 APPLY.**

248  **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written  
 249 \_\_\_\_\_ [loan type or specific lender, if any] first mortgage loan commitment as described  
 250 below, within \_\_\_\_\_ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$  
 251 \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years. Initial  
 252 monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Buyer acknowledges that lender's  
 253 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance  
 254 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees  
 255 to pay discount points in an amount not to exceed \_\_\_\_\_% (“0” if left blank) of the loan. If Buyer is using multiple loan  
 256 sources or obtaining a construction loan or land contract financing, describe at lines 548-570 or in an addendum attached  
 257 per line 592. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly  
 258 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow  
 259 lender's appraiser access to the Property.

260 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise  
 261 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments  
 262 shall be adjusted as necessary to maintain the term and amortization stated above.

263 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 264 or 265.**

264  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_%.

265  **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed \_\_\_\_\_%. The initial interest rate  
 266 shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_% (“2” if  
 267 left blank) at the first adjustment and by not more than \_\_\_\_\_% (“1” if left blank) at each subsequent adjustment.  
 268 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus \_\_\_\_\_% (“6” if  
 269 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

270 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer  
 271 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

272 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment  
 273 (even if subject to conditions) that is:

274 (1) signed by Buyer; or

275 (2) accompanied by Buyer's written direction for delivery.

276 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy  
 277 this contingency.

278 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to  
 279 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment  
 280 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

281 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 250.  
 282 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of  
 283 written loan commitment from Buyer.

284 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this  
 285 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall  
 286 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of  
 287 unavailability.

288  **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

289 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 284-287; or

290 (2) the Deadline for delivery of the loan commitment set on line 250

291 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same  
 292 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

293 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to  
 294 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit  
 295 worthiness for Seller financing.

296 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within \_\_\_\_\_ days ("7" if left blank) after  
 297 acceptance, Buyer shall deliver to Seller either:  
 298 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at  
 299 the time of verification, sufficient funds to close; or  
 300 (2) \_\_\_\_\_  
 301 \_\_\_\_\_ [Specify documentation Buyer agrees to deliver to Seller].

302 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written  
 303 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain  
 304 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's  
 305 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject  
 306 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of  
 307 access for an appraisal constitute a financing commitment contingency.

308  **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised  
 309 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated  
 310 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than  
 311 the agreed upon purchase price.

312 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days after acceptance, delivers to Seller a copy  
 313 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting  
 314 to the appraised value.

315 **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

316 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase  
 317 price to the value shown on the appraisal report within \_\_\_\_\_ days ("5" if left blank) after Buyer's delivery of the appraisal  
 318 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated  
 319 by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

320 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written  
 321 appraisal report and:

322 (1) Seller does not have the right to cure; or

323 (2) Seller has the right to cure but:

324 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

325 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal  
 326 report.

327 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

328  **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of  
 329 Buyer's property located at \_\_\_\_\_  
 330 no later than \_\_\_\_\_ (the Deadline). If closing does not occur by the Deadline, this

331 Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification  
 332 from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds  
 333 to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or  
 334 proof of bridge loan shall not extend the closing date for this Offer.

335  **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another  
 336 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within \_\_\_\_\_ hours ("72" if  
 337 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

338 (1) Written waiver of the Closing of Buyer's Property Contingency if line 328 is marked;

339 (2) Written waiver of \_\_\_\_\_  
 340 \_\_\_\_\_ (name other contingencies, if any); and

341 (3) Any of the following checked below:

342  Proof of bridge loan financing.

343  Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide  
 344 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

345 Other: \_\_\_\_\_

346 \_\_\_\_\_

347 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

348  **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon  
 349 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer  
 350 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other  
 351 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to  
 352 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days ("7"  
 353 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this  
 354 Offer becomes primary.

355 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may  
 356 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time

357 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if neither is  
358 stricken).

359 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:  
360 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners  
361 association assessments, fuel and \_\_\_\_\_

362 \_\_\_\_\_

363 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

364 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

365 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA**:

366  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate  
367 taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS CHOICE  
368 APPLIES IF NO BOX IS CHECKED.

369  Current assessment times current mill rate (current means as of the date of closing).

370  Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior  
371 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

372 \_\_\_\_\_

373 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**  
374 **substantially different than the amount used for proration especially in transactions involving new construction,**  
375 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**  
376 **assessor regarding possible tax changes.**

377  Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on  
378 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5  
379 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall  
380 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation  
381 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

### 382 **TITLE EVIDENCE**

383 ■ **CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed**  
384 **(trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as**  
385 **provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements**  
386 **entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use**  
387 **restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate**  
388 **Condition Report and in this Offer, general taxes levied in the year of closing and \_\_\_\_\_**

389 \_\_\_\_\_

390 \_\_\_\_\_ (insert other allowable exceptions from title, if any)

391 that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the  
392 documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

393 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**  
394 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**  
395 **making improvements to Property or a use other than the current use.**

396 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of  
397 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall  
398 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's  
399 lender and recording the deed or other conveyance.

400 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)  
401 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded  
402 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance  
403 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or  
404 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 410-  
405 415).

406 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney  
407 or Buyer not less than 5 business days before closing, showing title to the Property as of a date no more than 15 days  
408 before delivery of such title evidence to be merchantable per lines 383-391, subject only to liens that will be paid out of the  
409 proceeds of closing and standard title insurance requirements and exceptions.

410 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
411 objections to title by the time set for closing. Seller shall have a reasonable time, but not exceeding 15 days, to remove the  
412 objections, and the time for closing shall be extended as necessary for this purpose. If Seller is unable to remove said  
413 objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the objections, and the  
414 time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be null and void.

415 Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

416 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced  
417 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments

418 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution  
419 describing the planned improvements and the assessment of benefits.

420 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**  
421 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**  
422 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**  
423 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**  
424 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**  
425 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

426 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights  
427 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the  
428 (written) (oral) **STRIKE ONE** lease(s), if any, are \_\_\_\_\_

429 \_\_\_\_\_  
430 \_\_\_\_\_. Insert additional terms, if any, at lines 548-570 or attach as an addendum per line 592.

#### 431 **DEFINITIONS**

432 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document  
433 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice  
434 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

435 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under  
436 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive  
437 registered mail or make regular deliveries on that day.

438 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by  
439 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the  
440 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner  
441 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of  
442 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by  
443 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific  
444 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

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

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

449 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.

450 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

451 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (  ) are part of  
452 this Offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

453 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total  
454 acreage or building square footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate  
455 because of rounding, formulas used or other reasons, unless verified by survey or other means.

456 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land,**  
457 **building or room dimensions, if material.**

458 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of  
459 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the  
460 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession  
461 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession  
462 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,  
463 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this  
464 Offer to the seller, or seller's agent, of another property that Seller intends on purchasing.

465 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier  
466 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for  
467 ordinary wear and tear and changes agreed upon by Parties.

468 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an  
469 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer  
470 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of  
471 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than  
472 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of  
473 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such  
474 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit  
475 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed  
476 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring



477 the Property.

478 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by  
479 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no  
480 significant change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by Parties,  
481 and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

482 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in  
483 this Offer at lines 548-570 or in an addendum attached per line 592, or lines 426-430 if the Property is leased. At time of  
484 Buyer's occupancy, Property shall be in broom swept condition and free of all debris, refuse, and personal property except  
485 for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given  
486 subject to tenant's rights, if any.

487 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and  
488 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting  
489 party to liability for damages or other legal remedies.

490 If Buyer defaults, Seller may:

- 491 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or  
492 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual  
493 damages.

494 If Seller defaults, Buyer may:

- 495 (1) sue for specific performance; or  
496 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

497 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability  
498 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party  
499 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.  
500 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the  
501 arbitration agreement.

502 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**  
503 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**  
504 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**  
505 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**  
506 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

507 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller  
508 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds  
509 and inures to the benefit of the Parties to this Offer and their successors in interest.

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

513 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)  
514 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the  
515 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding  
516 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign  
517 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the  
518 amount of any liability assumed by Buyer.

519 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**  
520 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**  
521 **upon the Property.**

522 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a  
523 condition report incorporated in this Offer per lines 105-108, or (2) no later than 10 days after acceptance, Seller delivers  
524 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 530-532 apply.

525 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified  
526 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's  
527 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,  
528 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this  
529 Offer and proceed under lines 494-501.

530 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the  
531 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding  
532 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

533 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,  
534 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §  
535 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall

536 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also  
537 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,  
538 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

539 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**  
540 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption  
541 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding  
542 FIRPTA.

543  **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of  
544 \_\_\_\_\_ (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage  
545 fees at closing. Payment made under this provision represents an economic adjustment only and does not create any  
546 agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party  
547 beneficiary of this contract.

548 **ADDITIONAL PROVISIONS/CONTINGENCIES** \_\_\_\_\_  
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571 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
572 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines  
573 574-589.

574 (1) **Personal:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at  
575 line 576 or 577.

576 Name of Seller's recipient for delivery, if any: \_\_\_\_\_

577 Name of Buyer's recipient for delivery, if any: \_\_\_\_\_

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

579 Seller: (\_\_\_\_\_) \_\_\_\_\_ Buyer: (\_\_\_\_\_) \_\_\_\_\_

580  (3) **Commercial:** depositing the document or written notice, fees prepaid or charged to an account, with a  
581 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's  
582 address at line 585 or 586.

583  (4) **U.S. Mail:** depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the  
584 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

585 Address for Seller: \_\_\_\_\_

586 Address for Buyer: \_\_\_\_\_

587  (5) **Email:** electronically transmitting the document or written notice to the email address.

588 Email Address for Seller: \_\_\_\_\_

589 Email Address for Buyer: \_\_\_\_\_

590 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller  
591 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

592  **ADDENDA:** The attached \_\_\_\_\_ is/are made part of this Offer.

593 This Offer was drafted by [Licensee and Firm] \_\_\_\_\_

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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.

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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.

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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.

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

606 (X)

607 Buyer's Signature ▲ Print Name Here ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

608 (X)

609 Buyer's Signature ▲ Print Name Here ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

610 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**  
611 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**  
612 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**  
613 **COPY OF THIS OFFER.**

614 (X)

615 Seller's Signature ▲ Print Name Here ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

616 (X)

617 Seller's Signature ▲ Print Name Here ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

618 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_  
619 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

620 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
621 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲