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**VIRTUAL/TELECONFERENCE  
REAL ESTATE CONTRACTUAL FORMS ADVISORY COUNCIL  
4822 Madison Yards Way, Madison  
Contact: Will Johnson (608) 266-2112  
July 24, 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 May 22, 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. Review of Forms That Should Be Revised to Respond to the Settlement Agreement in the Sitzer-Burnett Class-Action Lawsuit – Discussion and Consideration (4-44)**
  - 1. WB-1 Residential Listing Contract (5-33)
  - 2. WB-11 Residential Offer to Purchase (34-44)
- G. Review of Real Estate Contractual Forms for Revision – Discussion and Consideration**
- H. Next Steps**
- I. Public Comments**

**ADJOURNMENT**

**NEXT MEETING: SEPTEMBER 25, 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  
MAY 22, 2025**

**PRESENT:** Casey Clickner, Michael Gordon, Jennifer Lindsley, Sonya Mays, Tami McFarlane, Kim Moermond, Angela Rowland, Jonathan Sayas, Thomas Weber Jr.

**ABSENT:** Laura Peck

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

Sonya Mays, Chairperson, called the meeting to order at 9:34 a.m. A quorum of nine (9) members was confirmed.

**ADOPTION OF AGENDA**

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

**APPROVAL OF MINUTES FROM MARCH 27, 2025**

**MOTION:** Michael Gordon moved, seconded by Angela Rowland, to approve the minutes of March 27, 2025 as published. Motion carried unanimously.

**ADJOURNMENT**

**MOTION:** Michael Gordon moved, seconded by Johnathan Sayas, to adjourn the meeting. Motion carried unanimously.

The meeting adjourned at 11:08 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: 07/13/2025  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: Real Estate Contractual Forms Advisory Council			
4) Meeting Date:  <b>07/24/2025</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-1 Residential Listing Contract</b> <b>WB-11 Residential Offer to Purchase</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) <span style="float: right;">Authorization</span>  <div style="display: flex; justify-content: space-between;"> <div>           Will Johnson            _____            Signature of person making this request         </div> <div>           07/13/2025            _____            Date         </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>           Supervisor (if required)            _____            Supervisor (if required)         </div> <div>           _____            Date         </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>           Executive Director signature (indicates approval to add post agenda deadline item to agenda)            _____            Executive Director signature (indicates approval to add post agenda deadline item to agenda)         </div> <div>           _____            Date         </div> </div>			
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 Staff

**Date:** July 9, 2025

**Re:** WB-1 Residential Listing Contract – Exclusive Right to Sell .

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On June 12, 2025, the WRA Forms Committee met to discuss proposed revisions to the WB-1 Residential Listing Contract – Exclusive Right to Sell. The Committee considered two main options regarding offers of compensation: (1) removing the compensation language entirely, or (2) retaining it but clarifying that any compensation to a cooperating firm would be paid directly by the seller, rather than by the listing firm. The Committee did not reach a consensus on a preferred approach.

To address the lack of consensus, WRA staff circulated a revised draft of the WB-1 Residential Listing Contract that preserves the compensation provision but allows the parties to specify whether the seller or the listing firm will pay the cooperating firm. The Forms Committee provided comments and suggested alternative language, which are included in this memo. Two versions of the WB-1 Contract, each reflecting a different approach, are also attached for review.

### **Version 1 – Includes Compensation to Cooperating Firms**

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

\_\_\_\_\_

\_\_\_\_\_.

If Seller agrees to compensate a Cooperating Firm directly in an offer to purchase, the Seller's obligation to pay Firm's commission specified on lines XX-XX shall be adjusted by the amount paid by Seller to a Cooperating Firm up to \$\_\_\_\_\_ or %\_\_\_\_\_.  
Other: \_\_\_\_\_

\_\_\_\_\_

**COOPERATING FIRM COMPENSATION** Of the Total Firm Commission specified on lines XX-XX, Firm (shall) (shall not) **STRIKE ONE** offer compensation to Cooperating Firms. (What should be the default? Shall or shall not). If shall, the compensation offered by the Firm to Cooperating Firms shall be \_\_\_\_\_

Exceptions if any: \_\_\_\_\_

\_\_\_\_\_

### **Version 2 – Does not Include Compensation to Cooperating Firms**

**TOTAL FIRM COMMISSION** Seller and the Firm agree the Firm's commission shall

be

.  
If the Firm procures the buyer then the commission will be increased to 000.

**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 [TOTAL FIRM COMMISSION]** Seller and the Firm agree the Firm's commission shall  
31 be \_\_\_\_\_  
32 \_\_\_\_\_  
33 \_\_\_\_\_

34 If Seller agrees to compensate a Cooperating Firm directly in an offer to purchase, the Seller's obligation to pay Firm's  
35 commission specified on lines XX-XX shall be adjusted by the amount paid by Seller to a Cooperating Firm up to  
36 \$ \_\_\_\_\_ or % \_\_\_\_\_.

37 Other: \_\_\_\_\_  
38 \_\_\_\_\_

**39 [COOPERATING FIRM COMPENSATION]** Of the Total Firm Commission specified on lines XX-XX, Firm (shall) (shall

40 not) **[STRIKE ONE]** offer compensation to Cooperating Firms. (What should be the default? Shall or shall not). If shall, the  
41 compensation offered by the Firm to Cooperating Firms shall be \_\_\_\_\_

42 Exceptions if any: \_\_\_\_\_

**43 There is no standard market commission rate. Commissions and types of service may vary by firm.**

**44 Commissions are not set by law and are fully negotiable.**

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

- 46 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
- 47 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
- 48 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
- 49 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
- 50 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  
51 price and on substantially the same terms set forth in this Listing and the current WB-11 Residential Offer to Purchase,  
52 even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer submitting the  
53 written offer has the ability to complete the buyer's obligations under the written offer.

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

56 judgment.

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

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

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

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

Property Address: \_\_\_\_\_

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

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

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

78 **FAIR HOUSING** Seller and the Firm and its agents agree that they will not discriminate against any  
79 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section  
80 111.32(13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family  
81 status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

#### 82 **DISCLOSURE TO CLIENTS**

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

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

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

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

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

111 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a



112 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide  
113 services through designated agency, which is one type of multiple representation relationship.

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

Property Address: \_\_\_\_\_ Page 3 of 7, WB-1

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

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

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

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

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

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

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

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

140 **SUBAGENCY**

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

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

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

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

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

156 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 205-208).

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

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

162 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_

163 \_\_\_\_\_

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

165 \_\_\_\_\_

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

Property Address: \_\_\_\_\_

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

174 **EXCLUSIONS** All persons who may acquire an interest in the Property who are Protected Buyers under a prior listing  
175 contract are excluded from this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing.  
176 Within seven days of the date of this Listing, Seller agrees to deliver to the Firm a written list of all such Protected Buyers.  
177 **NOTE: If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.**

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

## 182 **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

221 of this Listing:

- 222 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property;  
223 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential  
224 terms upon which the buyer might acquire an interest in the Property; or  
225 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding  
226 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents  
227 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines  
228 273-281) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:  
229 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the  
230 individuals in the Listing; or,

Property Address: \_\_\_\_\_

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

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

235 ■ **COOPERATING FIRM** "Cooperating Firm" means a subagent firm or the firm representing the buyer.

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

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

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

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

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

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

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

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

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

269 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage  
270 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for  
271 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to  
272 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft  
273 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional  
274 wrongdoing of the Firm or its agents. Seller acknowledges that individual showings and open houses may be  
275 conducted by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and  
276 inspections without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be

277 present at all inspections and testing and may photograph or videotape Property unless otherwise provided for in  
278 additional provisions at lines 313-335 or in an addendum per lines 336-337.

279 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a  
280 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.  
281 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the  
282 commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller  
283 and the Firm agree that any termination of this Listing by either party before the date stated on line 339 shall be  
284 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 290-312 and effective  
285 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 290-312.  
286 **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to**  
287 **potentially be liable for damages.**

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

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

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

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

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

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

304 Seller: (\_\_\_\_\_) \_\_\_\_\_ Firm: (\_\_\_\_\_) \_\_\_\_\_

305 ☐ (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a  
306 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 295 or  
307 296, for delivery to the Party's delivery address at line 305 or 306.

308 ☐ (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the  
309 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  
310 line 305 or 306.

311 Delivery address for Seller: \_\_\_\_\_

312 Delivery address for Firm: \_\_\_\_\_

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

317 Email address for Seller: \_\_\_\_\_

318 Email address for Firm: \_\_\_\_\_

319 **ADDITIONAL PROVISIONS** \_\_\_\_\_

320 \_\_\_\_\_  
321 \_\_\_\_\_  
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341 \_\_\_\_\_

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

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

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

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

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

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

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

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

364 (x) \_\_\_\_\_  
365 Seller's Signature ▲ \_\_\_\_\_ Print Name Here ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

366 (x) \_\_\_\_\_  
367 Seller's Signature ▲ \_\_\_\_\_ Print Name Here ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

368 (x) \_\_\_\_\_  
369 Seller's Signature ▲ \_\_\_\_\_ Print Name Here ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

370 Seller Entity Name (if any): \_\_\_\_\_  
371 \_\_\_\_\_ Print Name Here ▲ \_\_\_\_\_

372 (x) \_\_\_\_\_  
373 Authorized Signature ▲ \_\_\_\_\_ Print Name & Title Here ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

374 (x) \_\_\_\_\_  
375 Agent for Firm ▲ \_\_\_\_\_ Print Name Here ▲ \_\_\_\_\_ Firm Name ▲ \_\_\_\_\_ 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 [TOTAL FIRM COMMISSION]** Seller and the Firm agree the Firm's commission shall  
31 be \_\_\_\_\_  
32 \_\_\_\_\_  
33 \_\_\_\_\_

**34 If the Firm procures the buyer then the commission will be increased to 000.**

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

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

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

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

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

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

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

56 which there was an effective change in ownership or control.

57 • Under 5) the total offered purchase price.

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

Property Address: \_\_\_\_\_

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

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

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

70 **FAIR HOUSING** Seller and the Firm and its agents agree that they will not discriminate against any  
71 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section  
72 111.32(13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family  
73 status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

74 **DISCLOSURE TO CLIENTS**

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

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

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

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

81 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the  
82 information is prohibited by law. (See lines 205-208.)

83 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your  
84 confidential information or the confidential information of other parties. (See lines 145-160.)

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

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

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

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

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

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

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

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

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

102 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

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

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

Property Address: \_\_\_\_\_

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

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

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

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

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

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

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

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

132 **SUBAGENCY**

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

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

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

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

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

148 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 205-208).

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

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

154 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_

155 \_\_\_\_\_

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

157 \_\_\_\_\_

158 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its  
159 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as  
160 subagents (other firms engaged by the Firm - see lines 135-139) and firms representing buyers. Cooperation includes  
161 providing access to the Property for showing purposes and presenting offers and other proposals from these firms to  
162 Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed



163 to attend showings, and the specific terms of offers which should not be submitted to Seller: \_\_\_\_\_  
164 \_\_\_\_\_.

Property Address: \_\_\_\_\_ Page 4 of 7, WB-1

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

166 **EXCLUSIONS** All persons who may acquire an interest in the Property who are Protected Buyers under a prior listing  
167 contract are excluded from this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing.  
168 Within seven days of the date of this Listing, Seller agrees to deliver to the Firm a written list of all such Protected Buyers.  
169 **NOTE: If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.**

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

174 **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

- 214 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property;  
215 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential  
216 terms upon which the buyer might acquire an interest in the Property; or  
217 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding

any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines 273-281) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:  
a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the individuals in the Listing; or,

Property Address: \_\_\_\_\_

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b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the firm or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.  
A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on behalf of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on lines 230-234.

**COOPERATING FIRM** "Cooperating Firm" means a subagent firm or the firm representing the buyer.

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

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

**LEASED PROPERTY** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign Seller's rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations) thereunder to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by tenants.  
**CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the lease(s) unless released by tenants.**

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

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

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

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

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

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

**TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.

273 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the  
274 commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller  
275 and the Firm agree that any termination of this Listing by either party before the date stated on line 339 shall be  
276 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 290-312 and effective  
277 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 290-312.  
278 **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to**  
279 **potentially be liable for damages.**

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

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

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

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

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

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

296 Seller: (\_\_\_\_\_) \_\_\_\_\_ Firm: (\_\_\_\_\_) \_\_\_\_\_

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

300 ☐ (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the  
301 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  
302 line 305 or 306.

303 Delivery address for Seller: \_\_\_\_\_

304 Delivery address for Firm: \_\_\_\_\_

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

309 Email address for Seller: \_\_\_\_\_

310 Email address for Firm: \_\_\_\_\_

311 **ADDITIONAL PROVISIONS** \_\_\_\_\_

312 \_\_\_\_\_  
313 \_\_\_\_\_  
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333 \_\_\_\_\_  
334 **ADDENDA** The attached addenda \_\_\_\_\_  
335 \_\_\_\_\_ is/are made part of this Listing.  
336 **TERM OF THE CONTRACT** From the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, up  
337 to the earlier of midnight of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, or the  
338 conveyance of the entire Property.  
Property Address: \_\_\_\_\_ Page 7 of 7, WB-1

339 **WIRE FRAUD WARNING!** Wire Fraud is a real and serious risk. Never trust wiring instructions  
340 sent via email. Funds wired to a fraudulent account are often impossible to recover.  
  
341 Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate  
342 agent, Firm, lender, title company, attorney or other source connected to your transaction. These  
343 communications are convincing and professional in appearance but are created to steal your  
344 money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate  
345 source.  
  
346 DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU  
347 calling a verified number of the entity involved in the transfer of funds. Never use contact  
348 information provided by any suspicious communication.  
  
349 **Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or**  
350 **verification of any wiring or money transfer instructions.**

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

354 (x) \_\_\_\_\_  
355 Seller's Signature ▲ \_\_\_\_\_ Print Name Here ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_  
  
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 Seller Entity Name (if any): \_\_\_\_\_  
363 \_\_\_\_\_ Print Name Here ▲ \_\_\_\_\_  
  
364 (x) \_\_\_\_\_  
365 Authorized Signature ▲ \_\_\_\_\_ Print Name & Title Here ► \_\_\_\_\_ Date ▲ \_\_\_\_\_  
  
366 (x) \_\_\_\_\_  
367 Agent for Firm ▲ \_\_\_\_\_ Print Name Here ▲ \_\_\_\_\_ Firm Name ▲ \_\_\_\_\_ 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 [LIST-SIDE COMMISSION]** Seller and the Firm agree the Firm's List-Side commission shall  
31 be \_\_\_\_\_  
32 \_\_\_\_\_  
33 \_\_\_\_\_

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

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

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

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

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

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

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

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

59 **BUY-SIDE COMPENSATION** Seller and the Firm agree that an offer compensation, if any, to Firms on the Buy-Side shall be  
60

61 (State as percentage of purchase price, or dollar amount ["percentage of purchase price" if not otherwise specified])  
62 **There is no standard offer of compensation. Offers of compensation, if any, are not set by law and are fully**  
63 **negotiable.**

64 ☐ **OFFERED BY/PAID BY:** Buy-Side Compensation shall be offered and paid by **CHECK BOX AS APPLICABLE**  
65 ["Seller" if none is checked]

66 ☐ Seller  
67 ☐ Listing Firm  
68 ☐ Other

69 Exceptions if any  
70 ☐ **OFFERED TO:** Specify to whom the Offer of Compensation, if any, is being made:

71  
72 **The parties agree Buy-Side Compensation, if any, may be publicized by Listing Firm. Parties recognize multiple**  
73 **listing services may not allow posting of offers of compensation.**

74 ☐ **STANDARD OF PERFORMANCE:** The Standard of Performance, or terms upon which any Offer of Compensation, if any,  
75 may be earned, shall be **CHECK BOX AS APPLICABLE** ["Procuring Cause" if none is checked]

76 ☐ Procuring Cause (See Definitions at lines xxx and xxx)  
77 ☐ Submission of Offer (to the Firm that submits an offer that is accepted by Seller and successfully closes).  
78 ☐ Other

79 Exceptions if any

80 **NOTE: DEPENDING ON TERMS, AN OFFER OF COMPENSATION ACCEPTED BY SATISFACTION OF THE**  
81 **STANDARD OF PERFORMANCE CAN CREATE A LEGALLY ENFORCEABLE CONTRACT.**

82 ☐ **EARNED:** The parties understand that Buy-Side Compensation, if any, is earned by the eligible Firm on the Buy-Side, which  
83 may include the Listing Firm, which satisfies the specified "Standard of Performance".

84 ☐ **DUE AND PAYABLE:** Once earned, Buy-Side Compensation, if any, is due and payable in full only upon a successful  
85 closing, to be paid to the earning Buy-Side Firm by the party identified above as offering and paying the Buy-Side Offer of  
86 Compensation, no later than (at time of closing)(no later than \_\_\_\_ business days after closing) **STRIKE AND COMPLETE**

87 **AS APPLICABLE** ["at time of closing" if neither is stricken].

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

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

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

98 **FAIR HOUSING** Seller and the Firm and its agents agree that they will not discriminate against any  
99 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section  
100 111.32(13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family  
101 status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

102 **DISCLOSURE TO CLIENTS**

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

- 105 (a) The duty to provide brokerage services to you fairly and honestly.
- 106 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 107 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request  
108 it, unless disclosure of the information is prohibited by law.
- 109 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the  
110 information is prohibited by law. (See lines 205-208.)
- 111 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your  
112 confidential information or the confidential information of other parties. (See lines 145-160.)
- 113 (f) The duty to safeguard trust funds and other property the firm or its agents holds.

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

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

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

130 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

- 131 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a  
132 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide  
133 services through designated agency, which is one type of multiple representation relationship.  
134 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or  
135 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide  
136 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.  
137 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,

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

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

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

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

- 148 ☐ The same firm may represent me and the other party as long as the same agent is not  
149 representing us both (multiple representation relationship with designated agency).  
150 ☐ The same firm may represent me and the other party, but the firm must remain neutral  
151 regardless if one or more different agents are involved (multiple representation relationship  
152 without designated agency).  
153 ☐ The same firm cannot represent both me and the other party in the same transaction (I reject  
154 multiple representation relationships).

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

160 **SUBAGENCY**

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

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



167 **advisor, or home inspector.**

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

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

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

176 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 205-208).

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

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

182 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_

183

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

185

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

192

Property Address: \_\_\_\_\_

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

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

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

198 The following other buyers \_\_\_\_\_

199 \_\_\_\_\_ are excluded from this Listing until \_\_\_\_\_ [INSERT DATE].

200 These other buyers are no longer excluded from this Listing after the specified date unless, on or before the specified date,  
201 Seller has either accepted a written offer from the buyer or sold the Property to the buyer.

## 202 **DEFINITIONS**

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

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

205 1) Significantly and adversely affecting the value of the Property;

206 2) Significantly reducing the structural integrity of improvements to real estate; or

207 3) Presenting a significant health risk to occupants of the Property.

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

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

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

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

216 ■ **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or  
217 buildings so as to be treated as part of the real estate, including, without limitation, physically attached items not easily  
218 removable without damage to the premises, items specifically adapted to the premises, and items customarily treated  
219 as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and  
220 windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and  
221 cooling units and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or



222 fitted floor coverings; awnings; attached antennas and satellite dishes, audio/visual wall mounting brackets (but not the  
223 audio/visual equipment), garage door openers and remote controls; installed security systems; central vacuum systems  
224 and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; in-ground  
225 pet containment systems (but not the collars); storage buildings on permanent foundations and docks/piers on  
226 permanent foundations.

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

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

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

239 ■ **PROCURING CAUSE:** "Procuring Cause" for purposes of this Agreement means that Buy-Side Firm that brings the  
240 buyer(s), determined by the series of events and based on all facts and circumstances, to the point of submitting an  
241 offer, which is then accepted and results in a transaction that closes successfully.

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

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

- 245 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property;
- 246 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential  
247 terms upon which the buyer might acquire an interest in the Property; or
- 248 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding  
249 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents  
250 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines  
251 273-281) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:  
252 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the  
253 individuals in the Listing; or,

Property Address: \_\_\_\_\_

Page 5 of 7, WB-1

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

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

258 ■ **BUY-SIDE FIRM** "Buy-Side Firm" means the firm, which may include the Listing Firm, credited with working on the  
259 Buy-Side of a transaction.

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

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

268 **LEASED PROPERTY** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign Seller's  
269 rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations) thereunder  
270 to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by tenants.  
271 **CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the**  
272 **lease(s) unless released by tenants.**

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

276 **REAL ESTATE CONDITION REPORT** Seller agrees to complete the real estate condition report provided by the Firm  
277 to the best of Seller's knowledge. Seller agrees to amend the report should Seller learn of any Defect(s) after completion  
278 of the report but before acceptance of a buyer's offer to purchase. Seller authorizes the Firm and its agents to distribute

279 the report to all interested parties and agents inquiring about the Property. Seller acknowledges that the Firm and its  
280 agents have a duty to disclose all Material Adverse Facts as required by law.

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

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

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

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

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

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

Property Address: \_\_\_\_\_ Page 6 of 7, WB-1

312 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the  
313 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,  
314 the Firm shall hold and disburse earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch. REEB  
315 18. If the transaction fails to close and the Seller requests and receives the earnest money as the total liquidated damages,  
316 then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash advances made by the  
317 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  
318 full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment to the Firm  
319 shall not terminate this Listing.

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

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

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

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

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

328 Seller: (\_\_\_\_\_) \_\_\_\_\_ Firm: (\_\_\_\_\_) \_\_\_\_\_

329 ☐ (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a  
330 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 295 or  
331 296, for delivery to the Party's delivery address at line 305 or 306.

332 ☐ (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the  
333 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  
334 line 305 or 306.

335 Delivery address for Seller: \_\_\_\_\_  
336 Delivery address for Firm: \_\_\_\_\_  
337 ☐ (5) Email: electronically transmitting the document or written notice to the Party's email address, if given below at  
338 line 311 or 312. If this is a consumer transaction where the property being purchased or the sale proceeds are used  
339 primarily for personal, family or household purposes, each consumer providing an email address below has first  
340 consented electronically as required by federal law.  
341 Email address for Seller: \_\_\_\_\_  
342 Email address for Firm: \_\_\_\_\_

343 **ADDITIONAL PROVISIONS** \_\_\_\_\_  
344 \_\_\_\_\_  
345 \_\_\_\_\_  
346 \_\_\_\_\_  
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362 \_\_\_\_\_  
363 \_\_\_\_\_  
364 \_\_\_\_\_  
365 \_\_\_\_\_

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

368 **TERM OF THE CONTRACT** From the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, up  
369 to the earlier of midnight of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, or the  
370 conveyance of the entire Property.  
Property Address: \_\_\_\_\_ Page 7 of 7, WB-1

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

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

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

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

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

386 (x) \_\_\_\_\_  
387 Seller's Signature ▲ \_\_\_\_\_ Print Name Here ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

388 (x) \_\_\_\_\_  
389 Seller's Signature ▲ \_\_\_\_\_ Print Name Here ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

390 (x) \_\_\_\_\_  
391 Seller's Signature ▲ \_\_\_\_\_ Print Name Here ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

392 (x) \_\_\_\_\_  
393 Seller's Signature ▲ \_\_\_\_\_ Print Name Here ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

394 Seller Entity Name (if any): \_\_\_\_\_  
395 \_\_\_\_\_ Print Name Here ▲ \_\_\_\_\_

396 (x) \_\_\_\_\_  
397 Authorized Signature ▲ \_\_\_\_\_ Print Name & Title Here ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

398 (x) \_\_\_\_\_  
399 Agent for Firm ▲ \_\_\_\_\_ Print Name Here ▲ \_\_\_\_\_ Firm Name ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

# Listing Contract - Restaino Suggestions

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

32 **[COMPENSATION TO LISTING FIRM]** Seller and the Listing Firm agree:

33 **Listing Firm's commission shall be:** \_\_\_\_\_  
34 \_\_\_\_\_

35 **[COMPENSATION TO OTHERS]** Seller and the Listing Firm agree: The Firm will disclose and  
36 Seller approves offers of compensation to cooperating firms working as  
37 (Subagent of the Listing Firm) (Buyer's Firm) STRIKE AS APPLICABLE

38 **Buyer's Firm's commission shall be:** \_\_\_\_\_  
39 \_\_\_\_\_

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

41 Compensation to Listing Firm compensation + Buyer's Firm compensation = Total Compensation

42 **[TOTAL COMPENSATION]** Seller and the Listing Firm agree:

43 **The TOTAL commission shall be:** \_\_\_\_\_  
44 \_\_\_\_\_

45 \_\_\_\_\_

46 a.) **LISTING FIRM** If an Offer to Purchase is written by the listing agent or any agent from Firm  
47 as a subagent, Total compensation as set forth on lines 43-44 would apply, no compensation  
48 agreement is needed.

49 b.) **SUB AGENT** - If an Offer to Purchase is written by any licensee acting as a subagent from  
50 any other firm, no offer of compensation may be written into the Offer To Purchase.

51 A Compensation Agreement shall be completed with Seller and Buyer's firm.

52 c.) **BUYER'S AGENT** If an Offer to Purchase is written by a buyer's agent from the listing Firm or  
53 a cooperating firm, any compensation amount agreed upon in the Offer to Purchase contract,  
54 after all amendments between the Buyer and the Seller are signed, shall supersede the offer of  
55 compensation to cooperating firms on lines 38-39 of this listing contract. In such an event, the  
56 total commission on lines 43-44 of the listing contract shall be amended to reflect a new total  
57 commission which amount shall be the sum of the listing commission on 33-34 plus any amount  
58 agreed to in the Offer to Purchase contract.

59 If Buyer's Agent from Cooperating firm does not write compensation into the Offer to Purchase  
60 and is seeking payment as set forth in the Compensation to Others section on lines 38-39 above,  
61 a Compensation Agreement shall be completed.

62 - pull lines 34-56 of current WB-1

Remove lines 57-62 of current WB-1

Continue with Lines 63 Of the current WB-1

Can we also change the signature area to have signature and date next to each other and move the printed name to the far right. OR format that was just used for WB50 with the name printed below.

Example of current Listing Contract signature format

**Would work fine to just flip flop the date and the printed name.**

427 **BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND**  
428 **THAT HE/SHE HAS READ ALL 8 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS**  
429 **INCORPORATED INTO THE LISTING.**

430 (x)	_____	_____	_____
431	Seller's Signature ▲	Print Name Here ▲	Date ▲
432 (x)	_____	_____	_____
433	Seller's Signature ▲	Print Name Here ▲	Date ▲
434 (x)	_____	_____	_____
435	Seller's Signature ▲	Print Name Here ▲	Date ▲
436 (x)	_____	_____	_____
437	Seller's Signature ▲	Print Name Here ▲	Date ▲

Example WB-50

74 (x)	SIGNATURE		
75	Prospective Buyer's Signature ▲	Print Name Here ►	Date ▲
76 (x)	SIGNATURE		
77	Prospective Buyer's Signature ▲	Print Name Here ►	Date ▲
78 (x)	SIGNATURE		
79	Prospective Buyer's Signature ▲	Print Name Here ►	Date ▲
80 (x)	SIGNATURE		
81	Prospective Buyer's Signature ▲	Print Name Here ►	Date ▲

# Can we go away from Firm to Firm offer and have it be **Seller offer to Buyer's Firm?**

## Compensation Agreement - Restaino

### 1 **PROPERTY DESCRIPTION**

2 Address: \_\_\_\_\_

3 \_\_\_\_\_ (street address,

4 city, state, and ZIP code)(insert additional description, if any, at lines 33-39 or attach as an addendum per line 40).

5 Buyer/Tenant: \_\_\_\_\_ (optional)

6 MLS Number: \_\_\_\_\_ (optional)

### 7 **LISTING FIRM**

8 Firm Name: \_\_\_\_\_ Agent Name: \_\_\_\_\_

9 Email Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

### 10 **COOPERATING FIRM**

11 Firm Name: \_\_\_\_\_ Agent Name: \_\_\_\_\_

12 Email Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

### 13 **COOPERATION AND COMPENSATION AGREEMENT TERMS**

14 The Seller hereby offers compensation in the above referenced transaction involving the property  
15 and firms stated above. The Seller approved the offer of compensation stated on lines 19-22  
16 to cooperating firms working with buyers, such as the Cooperating Firm.

17 ■ Cooperation: The Cooperating Firm accepts the offer of compensation and agrees to cooperate  
18 as (subagent of the Listing Firm) (buyer's firm) (other relationship: \_\_\_\_\_)

19 STRIKE AND COMPLETE AS APPLICABLE .

19 ■ Compensation: The Compensation offered by the Seller shall be: \_\_\_\_\_

20 \_\_\_\_\_

21 (state the specific amount or the method for computing the cooperative commission, e.g.,  
22 percentage of the purchase price, list price, lease commission; percentage of commission  
23 received, etc.).

24 ■ Standard of Performance: Compensation is earned by the Cooperating Firm when the  
25 Cooperating Firm: [ ] Drafts the offer that successfully closes [ ] Is procuring cause

26 \_\_\_\_\_

27 \_\_\_\_\_

28 ■ Definitions:

29 "Procuring cause," for the purpose of this Agreement, is the uninterrupted series of events, based  
30 on all facts and circumstances, that results in a successful transaction.

31 "Successful transaction" means a sale that closes or a lease that is executed.

32 ■ Payment Deadline: If earned, the Seller shall pay or have the settlement agent pay the  
33 Compensation to the Cooperating Firm (at closing) (no later than \_\_\_\_ business days after  
34 closing) STRIKE AND COMPLETE AS APPLICABLE (“at closing” if neither is stricken).  
35 If an offer to purchase is written by a buyer's agent from the Listing Firm or a cooperating firm,  
36 any compensation amount agreed upon in the Offer to Purchase contract after all amendments  
37 between the Buyer and the Seller are signed, shall supersede the offer of compensation to  
38 cooperating firms.

39 ■ Additional Terms and Conditions:

40 \_\_\_\_\_  
41 \_\_\_\_\_  
42 \_\_\_\_\_  
43 \_\_\_\_\_  
44 \_\_\_\_\_  
45 \_\_\_\_\_

46 The attached \_\_\_\_\_ is/are made part of this Agreement.

47 (x) \_\_\_\_\_

48 Seller's Signature ▲ Print Name Here ► Date ▲

49 (x) \_\_\_\_\_

50 Seller's Signature ▲ Print Name Here ► Date ▲

51 (x) \_\_\_\_\_

52 Seller's Signature ▲ Print Name Here ► Date ▲

53 (x) \_\_\_\_\_

54 Seller's Signature ▲ Print Name Here ► Date ▲

55 (x) \_\_\_\_\_

56 Agent for Listing Firm Signature ▲ Print Name Here ► Date ▲

57(x) \_\_\_\_\_

58 Authorized Signature for Listing Firm ▲ Print Name Here ► Date ▲

59 (x) \_\_\_\_\_

60 Buyer's Signature ▲ Print Name Here ► Date ▲

61 (x) \_\_\_\_\_

62 Buyer's Signature ▲ Print Name Here ► Date ▲

63 (x) \_\_\_\_\_

64 Buyer's Signature ▲ Print Name Here ► Date ▲

65 (x) \_\_\_\_\_

66 Buyer's Signature ▲ Print Name Here ► Date ▲

67 (x) \_\_\_\_\_



68 Agent for Buyer's Firm Signature ▲ Print Name Here ►

Date ▲

69(x) \_\_\_\_\_

70 Authorized Signature for Buyer's Firm ▲ Print Name Here ►

Date ▲

**Could also use this format instead - just helps to have signature date to the right of the signature**

xx (x) \_\_\_\_\_

xx Buyer's Signature ▲

Date ▲

Print Name Here ▲

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

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

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

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

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

90 \_\_\_\_\_ . If "Time is of the Essence" applies to a date or Deadline,  
91 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  
92 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

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

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

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.

**IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within \_\_\_\_\_ days ("7" if left blank) after

acceptance, Buyer shall deliver to Seller either:

(1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close; or

(2) \_\_\_\_\_ [Specify documentation Buyer agrees to deliver to Seller].

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

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

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

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

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

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

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

(2) Seller has the right to cure but:

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

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

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

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

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

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

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

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

(3) Any of the following checked below:

☐ Proof of bridge loan financing.

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

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

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

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

**HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may 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** \_\_\_\_\_  
 549 \_\_\_\_\_  
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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] \_\_\_\_\_

**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.**

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 ▲