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**VIRTUAL/TELECONFERENCE**  
**REAL ESTATE CONTRACTUAL FORMS ADVISORY COUNCIL**  
**4822 Madison Yards Way, Madison**  
**Contact: Will Johnson (608) 266-2112**  
**March 2, 2026**

*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**

**9:00 A.M.**

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

- A. Adoption of Agenda (1-2)**
- B. Approval of Minutes of January 22, 2026 (3-4)**
- 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. 2025 WI Act 69 Discussion and Consideration of Updates to Forms**
  - 1. WB-1 Residential Listing Contract **(5-28)**
  - 2. WB-11 Residential Offer to Purchase **(29-39)**
  - 3. WB-4 Residential Condominium Listing Contract – Exclusive Right to Sell **(40-47)**
  - 4. WB-14 Residential Condominium Offer to Purchase **(48-60)**
  - 5. WB-36 Buyer Agency Agreement **(61-66)**
- G. Review of Forms That Should Be Revised to Respond to the Settlement Agreement in the Sitzer-Burnett Class-Action Lawsuit – Discussion and Consideration
- H. Legislative and Policy Matters – Discussion and Consideration
- I. Review of Real Estate Contractual Forms for Revision – Discussion and Consideration
- J. Next Steps**
- K. Public Comments**

**ADJOURNMENT**

**NEXT MEETING: MARCH 25, 2026**

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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://dps.wi.gov>. The board may also consider materials or items filed after the transmission of this notice. Times listed for the commencement of any agenda item may be changed by the board for the convenience of the parties. The person credentialed by the board has the right to demand that the meeting at which final action may be taken against the credential be held in open session. Requests for interpreters for the hard of hearing, or other accommodations, are considered upon request by contacting the Affirmative Action Officer or reach the Meeting Staff by calling 608-267-7213.

**VIRTUAL/TELECONFERENCE  
REAL ESTATE CONTRACTUAL FORMS ADVISORY COUNCIL  
MEETING MINUTES  
JANUARY 22, 2026**

**PRESENT:** Casey Clickner, Michael Gordon (*arrived at 9:42 a.m.*); Jennifer Lindsley, Sonya Mays, Tami McFarlane, Kim Moermond, Angela Rowland, Jonathan Sayas, Thomas Weber Jr. (*arrived at 9:21 a.m.*)

**ABSENT:** Laura Peck

**STAFF:** Will Johnson, Executive Director; Gretchen Mrozinski, Legal Counsel; Ashley Sarnosky, Board Administration Specialist; and other Department Staff

**CALL TO ORDER**

Sonya Mays, Chairperson, called the meeting to order at 9:02 a.m. A quorum of seven (7) members was confirmed.

**ADOPTION OF AGENDA**

**MOTION:** Casey Clickner moved, seconded by Jonathan Sayas, to adopt the agenda as published. Motion carried unanimously.

**APPROVAL OF MINUTES FROM NOVEMBER 13, 2025**

**MOTION:** Angela Rowland moved, seconded by Casey Clickner, to approve the minutes of November 13, 2025 as published. Motion carried unanimously.

*Thomas Weber Jr. arrived at 9:21 a.m.*

*Michael Gordon arrived at 9:42 a.m.*

**2025 WI ACT 69 DISCUSSION AND CONSIDERATION OF UPDATES TO FORMS**

**MOTION:** Michael Gordon moved, seconded by Jonathan Sayas, to recommend to the Real Estate Examining Board that the Council review and update Forms WB -1, WB -2, WB-3, WB-4, WB -11, WB -12, WB- 13, WB -14, WB - 24 and WB-37 pursuant to 25 WI Act 69 and make any other changes as appropriate. Motion carried unanimously.

**MOTION:** Thomas Weber Jr. moved, seconded by Michael Gordon, to recommend to the Real Estate Examining Board that the Council review and update Forms WB-5, WB-6, WB-15, WB-16, WB-17, WB-36, WB-38 and WB-39 in light of 25 WI Act 69 and make any other changes as appropriate. Motion carried unanimously.

**NEXT STEPS**

**MOTION:** Michael Gordon moved, seconded by Casey Clickner, to request permission from the Real Estate Examining Board for the Council to create a draft consumer brochure in compliance with 25 WI Act 69 for Board consideration. Motion carried unanimously.

**ADJOURNMENT**

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

The meeting adjourned at 10:24 a.m.

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

**AGENDA REQUEST FORM**

<b>1) Name and Title of Person Submitting the Request:</b>  <b>Jennifer Lindsley, Council Member</b>		<b>2) Date When Request Submitted:</b> 02/18/2026  Items will be considered late if submitted after 4:30 p.m. and less than: <ul style="list-style-type: none"> <li>▪ 10 work days before the meeting for Medical Board</li> <li>▪ 14 work days before the meeting for all others</li> </ul>	
<b>3) Name of Board, Committee, Council, Sections:</b> Real Estate Contractual Forms Advisory Council			
<b>4) Meeting Date:</b>  <b>03/02/2026</b>	<b>5) Attachments:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>6) How should the item be titled on the agenda page?</b> <b>2025 WI Act 69 Discussion and Consideration of Updates to Forms</b> -WB-1 Residential Listing Contract -WB-11 Residential Offer to Purchase -WB-4 Residential Condominium Listing Contract – Exclusive Right to Sell -WB 14 Residential Condominium Offer to Purchase -WB-36 Buyer Agency Agreement	
<b>7) Place Item in:</b> <input checked="" type="checkbox"/> Open Session <input type="checkbox"/> Closed Session <input type="checkbox"/> Both	<b>8) Is an appearance before the Board being scheduled?</b>  <input type="checkbox"/> Yes ( <a href="#">Fill out Board Appearance Request</a> ) <input checked="" type="checkbox"/> No	<b>9) Name of Case Advisor(s), if required:</b>	
<b>10) Describe the issue and action that should be addressed:</b>			
<b>11) Authorization</b>			
Will Johnson		02/18/2026	
Signature of person making this request		Date	
Supervisor (if required)		Date	
Executive Director signature (indicates approval to add post agenda deadline item to agenda)			
Date			

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

Directions for including supporting documents:

1. This form should be attached to any documents submitted to the agenda.
2. Post Agenda Deadline items must be authorized by a Supervisor and the Policy Development Executive Director.
3. If necessary, Provide original documents needing Board Chairperson signature to the Board Admin Specialist prior to the start of a meeting.



**To:** DSPS Real Estate Contractual Forms Advisory Council  
**From:** WRA Forms Committee  
**Date:** February 24, 2026  
**Re:** WB Listing Contracts, Consumer Brochure

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On February 12, 2026, the WRA Forms Committee met to discuss proposed changes to the WB-1 Residential Listing Contract – Exclusive Right to Sell.

**1. Concessions**

The WRA Forms Committee recommends deleting the word “concessions” from the Marketing section of the WB Listing Contracts concluding that “incentives” sufficiently covers items such as home warranties or potential compensation offered to a buyer’s firm.

In addition, the Committee recommends deleting the Note stating that concessions offered in the MLS may not be conditioned on retention of or payment to a buyer’s firm. The Committee believes that enforcement of MLS-specific provisions arising from the NAR settlement agreement — including restrictions on conditioning MLS-offered concessions — falls within the purview of the MLS and do not be addressed in the listing contract.

**MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property. Seller agrees that the Firm and its agents may market Seller’s personal property identified on lines 7-10 during the term of this Listing. The marketing may include:

\_\_\_\_\_  
 \_\_\_\_\_. The Firm and its agents may advertise the following incentives or special financing offered by Seller:  
 \_\_\_\_\_

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

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

**2. Compensation to Others**

The WRA Forms Committee next turned its attention to revising the section currently titled “Compensation to Others.” While the Committee did not reach agreement on a final title, it concluded that “Compensation to Others” is not an appropriate heading.

**SELLER CONSIDERATION TO COMPENSATE COOPERATING FIRMS**

The Seller understands that the Firm will not offer or pay compensation to a buyer's firm on the Seller's behalf. Any compensation from the seller to a buyer's firm, if agreed to, must be negotiated directly between the Seller and the buyer and documented in the offer to purchase.

The Seller indicates the following with respect to potential compensation to a buyer's firm: \_\_\_\_\_

The Seller acknowledges that this selection does not obligate the Seller to accept any particular offer and that any agreement to pay compensation to a buyer's firm must be expressly stated in a written offer accepted by the Seller.

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

### **Recommendations – Seller Compensation to Buyer's Firm Section**

1. **Section Placement** – Keep this content as a standalone section rather than folding it into the Commission section. This ensures it is prominent and not overlooked.
2. **Terminology** – Consider whether “buyer's firm” is the best term, or whether alternatives such as “cooperating firm” or “firm working with buyer” would provide clearer language.
3. **Purpose of Section** – Clarify that this section is not intended to address the Firm's commission. Its purpose is solely to inform the Seller that a buyer may request, in a written offer, that the Seller pay compensation to the firm working with the buyer.
4. **Seller Decision** – Do not require the Seller to make a preemptive “yes” or “no” decision regarding compensation. Compensation should be considered on an offer-by-offer basis.
5. **Blank Field Consideration** – Given the above, evaluate whether a blank for the Seller to indicate a position on potential compensation is necessary.
6. **Technical Edit Deferred** – Move the “There is no standard market commission rate...” language to the Commission section in the future; this technical edit is not urgent and can be deferred to focus on substantive revisions.

*Alternate language for similar purpose from listing contracts sent to WRA Staff*

#### **Buyer Brokerage Compensation**

Seller may receive offers from buyers that include, as a term of the purchase and sales contract, Seller's contribution towards the buyer's brokerage compensation. Seller and buyer may negotiate Seller's contribution toward buyer's brokerage compensation through the offer to purchase

In the event that seller elects to contribute toward any of buyer's brokerage compensation, the costs for any buyer brokerage compensation is in addition to, and separate from Listing Firm Compensation as identified at lines XXX-XXX.

### **3. Commission**

The WRA Forms Committee briefly reviewed the Commission section but made limited progress in drafting. The Committee emphasized the importance of ensuring this section addresses compensation when the Firm represents the Seller while also providing brokerage services—such as showing the property and assisting a buyer, whether the buyer is a client or a customer.

**LISTING COMMISSION** Seller and the Firm agree the Firm's listing commission shall be

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTE: Seller understands that an offer to purchase may include a request for Seller to compensation the firm working with the buyer. Any such compensation is in addition to the commission addressed on lines XXX-XXX.**

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

or

  - 5) A ready, willing and able buyer submits a bona fide written offer to Seller or Firm for the Property at, or above, the list price and on substantially the same terms set forth in this Listing and the current WB-11 Residential Offer to Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer submitting the written offer has the ability to complete the buyer's obligations under the written offer.

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

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

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

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

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

The "Note" in red might seem redundant and maybe it will end up being so but the WRA Forms Committee thought it important to highlight to seller that if they accept an offer agreeing to pay compensation to a buyer's firm, that could be in addition to what they agreed to pay their listing firm.

***Alternate language for the Commission section (from various listing contracts sent to WRA Staff, modified to fit the 5 commission-able "events" in the WB Listing Contracts )***

Option A:

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

If the buyer is represented by another firm and the Seller agrees, in a written offer to purchase, to pay compensation to the buyer's firm, the Firm's commission shall be reduced by the amount the Seller agrees to pay to the buyer's firm, unless otherwise agreed in writing.

If the buyer is not represented by another firm, including in a transaction where the Firm represents both Seller and buyer ("multiple representation"), the Firm's commission shall remain \_\_\_% of the purchase price unless otherwise agreed in writing. In the case of an unrepresented buyer, the Firm will provide brokerage services consistent with the duties owed to all parties under Wis. Stat. § 452.133.

**4. Consumer Brochure**

The WRA Forms Committee has offered to create a draft of the consumer brochure required by 2025 WI Act 69 for your consideration at a future meeting.

*Wis. Stat. § 452.1355(5) The board shall develop and make publicly available a consumer brochure that includes all of the following:*

*(a) An explanation of the benefits of publicly marketing property to increase exposure and attract interest from prospective buyers or tenants.*

*(b) Information on the potential impacts of limiting the marketing of a property.*

*(c) An explanation of the purpose and implications of signing the disclosure and opt-out form under sub. (1) (d).*

*(d) Guidance on how marketing restrictions may affect exposure, competition, and final sale price.*

*(e) Sample questions for consumers to ask listing firms regarding their marketing strategies.*

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

28 **Should this section have its own title or should this be part of marketing???**

29 Under Wisconsin law, the listing firm representing the Seller in a transaction shall do all of the following:

- 30 (a) Share information on the Property with any licensees representing prospective buyers or tenants.
- 31 (b) Respond to inquiries from any licensees representing prospective buyers or tenants.
- 32 (c) Make the Property available for showing to prospective buyers or tenants.
- 33 (d) Within one business day from the start date of any agency agreement authorizing the listing firm to sell or lease the
- 34 Property, advertise or market the Property for sale or lease on one or more Internet platforms or websites accessible to
- 35 the general public and any real estate licensees representing prospective buyers or tenants.

36  
37 Seller elects to opt out of the Firm's marketing requirements described at lines XXX-XXX for the following reason:

38 \_\_\_\_\_  
39 Seller understands that opting out of the Firm's marketing requirements at lines XXX-XXX and that all of the following  
40 apply:

41 Real estate licensees and prospective buyers or tenants may not be aware that the owner's property is available for  
42 sale or lease.

43 The owner's property will not appear on internet platforms or websites that are used by the general public to search for  
44 property listings.

45 Licensees and prospective buyers or tenants may not be aware of the terms and conditions under which the owner is  
46 offering the property for sale or lease.

47 The reduced exposure of the property may reduce the number of offers to purchase or lease the property, may result in  
48 reduced sales or lease price for the property, and may negatively affect the owner's ability to sell or lease the property.

49 To opt out of the Firm's marketing at lines XXX-XXX, Seller must initial here: \_\_\_\_\_

50 Seller Initials ▲ Date ▲ \_\_\_\_\_ Seller Initials ▲ Date ▲

51 To learn about a firm's marketing requirements see REEB Consumer Guide at www.....link

52 **LISTING COMMISSION** Seller and the Firm agree the Firm's listing commission shall be

53 \_\_\_\_\_  
54 \_\_\_\_\_

55 \_\_\_\_\_

56

57 **NOTE: Seller understands that an offer to purchase may include a request for Seller to compensation the firm**  
58 **working with the buyer. Any such compensation is in addition to the commission addressed on lines XXX-XXX.■**

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

- 60 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
- 61 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
- 62 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
- 63 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
- 64 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
- 65 price and on substantially the same terms set forth in this Listing and the current WB-11 Residential Offer to Purchase,
- 66 even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer submitting the
- 67 written offer has the ability to complete the buyer's obligations under the written offer.

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

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

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

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

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

Property Address: \_\_\_\_\_ Page 2 of 7, WB-1

82 **SELLER CONSIDERATION TO COMPENSATE COOPERATING FIRMS**

83 The Seller understands that the Firm will not offer or pay compensation to a buyer's firm on the Seller's behalf. Any  
84 compensation from the seller to a buyer's firm, if agreed to, must be negotiated directly between the Seller and the buyer and  
85 documented in the offer to purchase.

86 The Seller indicates the following with respect to potential compensation to a buyer's firm: \_\_\_\_\_

87 The Seller acknowledges that this selection does not obligate the Seller to accept any particular offer and that any agreement  
88 to pay compensation to a buyer's firm must be expressly stated in a written offer accepted by the Seller.

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

91

92

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

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

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

103 **FAIR HOUSING** Seller and the Firm and its agents agree that they will not discriminate against any  
104 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section  
105 111.32(13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family  
106 status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

107 **DISCLOSURE TO CLIENTS**

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

- 110 (a) The duty to provide brokerage services to you fairly and honestly.
- 111 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 112 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request
- 113 it, unless disclosure of the information is prohibited by law.

- 114 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the  
115 information is prohibited by law. (See lines 205-208.)
- 116 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your  
117 confidential information or the confidential information of other parties. (See lines 145-160.)
- 118 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 119 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the  
120 advantages and disadvantages of the proposals.

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

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

135 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

- 136 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a  
137 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide  
138 services through designated agency, which is one type of multiple representation relationship.
- 139 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or  
140 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide  
141 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.
- 142 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

- 143 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal  
144 any of your confidential information to another party unless required to do so by law.
- 145 ■ If a designated agency relationship is not authorized by you or other clients in the transaction you may still authorize  
146 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to  
147 more than one client in a transaction but neither the firm nor any of its agents may assist any client with information,  
148 opinions, and advice which may favor the interests of one client over any other client. Under this neutral approach, the  
149 same agent may represent more than one client in a transaction.

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

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

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

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

165 **SUBAGENCY**

166 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by

167 providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will not put  
168 their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to  
169 other parties if doing so is contrary to your interests.

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

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

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

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

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

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

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

187 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_

188 \_\_\_\_\_

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

190 \_\_\_\_\_

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

197 \_\_\_\_\_

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

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

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

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

203 The following other buyers \_\_\_\_\_  
204 \_\_\_\_\_ are excluded from this Listing until \_\_\_\_\_ [INSERT DATE].

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

## 207 **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

222 buildings so as to be treated as part of the real estate, including, without limitation, physically attached items not easily  
223 removable without damage to the premises, items specifically adapted to the premises, and items customarily treated  
224 as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and  
225 windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and  
226 cooling units and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or  
227 fitted floor coverings; awnings; attached antennas and satellite dishes, audio/visual wall mounting brackets (but not the  
228 audio/visual equipment), garage door openers and remote controls; installed security systems; central vacuum systems  
229 and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; in-ground  
230 pet containment systems (but not the collars); storage buildings on permanent foundations and docks/piers on  
231 permanent foundations.

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

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

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

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

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

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

Property Address: \_\_\_\_\_ Page 5 of 7, WB-1

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

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

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: \_\_\_\_\_

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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 \_\_\_\_\_  
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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

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

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

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

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

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 ▲ \_\_\_\_\_

DRAFT

**Suggestion: Put the (a) – (d) at lines 29-35 in a paragraph:**

Under Wisconsin law, the listing firm representing the Seller in a transaction shall do all of the following: (a) Share information on the Property with any licensees representing prospective buyers or tenants. (b) Respond to inquiries from any licensees representing prospective buyers or tenants. (c) Make the Property available for showing to prospective buyers or tenants. (d) Within one business day from the start date of any agency agreement authorizing the listing firm to sell or lease the Property, advertise or market the Property for sale or lease on one or more Internet platforms or websites accessible to the general public and any real estate licensees representing prospective buyers or tenants.

Rationale: Paragraph format looks more consistent with rest of the formatting.

**Same suggestion for lines 36-50 (and suggest indenting this section)**

**OR the “opt-out” could be rendered as a separate form.**

Seller wishes to opt out of the Firm’s marketing requirements at lines XXX-XXX because (state reason) \_\_\_\_\_  
\_\_\_\_\_. Seller understands that opting out of the Firm’s marketing requirements at lines XXX-XXX and that all of the following apply: Real estate licensees and prospective buyers or tenants may not be aware that the owner’s property is available for sale or lease. The owner’s property will not appear on internet platforms or websites that are used by the general public to search for property listings. Licensees and prospective buyers or tenants may not be aware of the terms and conditions under which the owner is offering the property for sale or lease. The reduced exposure of the property may reduce the number of offers to purchase or lease the property, may result in reduced sales or lease price for the property, and may negatively affect the owner’s ability to sell or lease the property. To opt out of the Firm’s marketing at lines XXX-XXX, Seller must initial here: \_\_\_\_\_ Seller Initials▲ Date▲ Seller Initials▲ Date▲

**NOTE:** To learn about a firm’s marketing requirements see REEB Brochure at [www.....link](#)

Rationale: Paragraph (and indented) format looks more consistent with rest of the formatting.

**Rationale for separate form for “Opt-Out”:** Clearly full marketing is favored by the new law. Putting the “opt-out” in a separate form would be consistent with that, would eliminate confusion that could result from having this in every listing contract, and would only be needed if the parties are considering limited marketing. A separate form would get more focused attention, also a plain purpose of the new law.

**Alternative Suggestion for Compensation to Others:**

**BUY-SIDE OFFER OF COMPENSATION** As of January 1, 2027 firms may no longer make offers of compensation to other firms on the Buy-Side, but Seller may. If Seller elects to provide an offer of compensation as incentive to Buy-Side firms, Seller may identify the amount and terms (standard of performance) of any such Offer of Compensation below, at lines XX-XX.

**There is no standard offer of compensation. Offers of compensation, if any, are not set by law and are fully negotiable.**

Seller is electing to make an Offer of Compensation in the following amount(s) and terms:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Please specify the terms of Seller’s Offer of Compensation, including to whom the Offer of Compensation is offered, the amount(s), and the terms, or standard of performance, for earning the Offer of Compensation)

**CAUTION: Depending on terms, a Seller Offer of Compensation accepted by satisfaction of the terms or standard of performance can create a legally enforceable contract.**

- Seller authorizes Firm to disclose that Seller is making an Offer of Compensation and the terms and amount of any such Offer of Compensation if indicated above at lines xxx-xxx.
- Consistent with section 452.19 of the Wisconsin statutes, Seller agrees to document any applicable Offer of Compensation, if any, in any executed offer to purchase.

**NOTE: Whether or not Seller elects to make an Offer of Compensation to firms on the Buy-Side, a buyer under**

**Buyer Agency may include a provision in buyer's offer to purchase requesting Seller pay some or all of buyer's Buyer Agency fees, as may be negotiated with Seller.**

Rationale: Offers of Compensation have always been considered a marketing option to incentivize other agents to help bring buyers. However, if we limit the language here to only referencing documenting payment in an offer, it means we're essentially **eliminating** the possibility of any such incentive for sellers. It's one thing to bar firms from offering compensation, but if we draft the listing without allowing sellers to choose an incentive, we'd be effectively denying them that opportunity as well.

The proposed provision above would both inform, and allow, for Seller offers of compensation to be made as an incentive, per terms specified by the Seller. Having the terms of any such incentive, if any, is necessary so that they may be communicated accurately.

The NOTE also makes Sellers aware that buyers may request payment of their buyer agency fees as a negotiable term in offers, aside from any offer of compensation. It also states, consistent with the new law, that sellers will be expected to document in any offer what offer of compensation, if any, is being paid.

**Add in Definitions:**

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

**OTHER SUGGESTIONS:**

**Modification of 3) b) in Protected Buyer Definition:**

Currently at lines 226-227 of the WB-1 (lines 249-252 of the draft)

- 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.

Proposed to read as follows:

- b) **If a buyer's name has not been provided**, 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.

Rationale: The present phrasing may be read to imply that the buyer must make, and then somebody prove, a "request" that buyer's identity remain confidential. – However, the refusal to provide a name is usually made with no expressed or documented actions, so better to have the form reflect actual practice, i.e., the name(s) are either provided to the listing firm, or they're not.

**Modification of Cooperation, Access to Property Or Offer Presentation:**

Existing language states:

Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to attend showings, and the specific terms of offers which should not be submitted to Seller:

---

Proposed change to rephrase the above slightly, and add a Note:

Identify any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to attend showings, and the specific terms of offers which should not be submitted to Seller:

---

**NOTE: Seller understands and represents restricted access to any person(s) may not be based on**

**discriminatory grounds. Seller understands agents and Firm cannot guarantee any restricted person(s) do not gain access.**

Rationale: Presumably nobody wants to encourage restrictions on person(s) access, but since it is a part of the new law, it should be made clear, consistent with law and practice, that these may not be based upon discriminatory grounds, and also that firms and agents cannot guarantee anybody identified for restricted access does not gain access. The proposed NOTE would make those realities expressly known.

**Add generic FinCEN notification: (to listings and buyer agencies)(Or this could just wait for the Offer forms).**

Proposed to add new provision (could go above Termination of Listing)?

**Closing Reporting Requirements:** The U.S. Treasury Department Financial Crimes Enforcement Network (FinCEN) requires certain real estate sales be reported. A sale is reportable if it involves residential property (including mixed use if part of the property is residential, and vacant land, if the buyer intends to build a residential property); the purchase is all-cash (no loan from a bank or other institutional lender); and at least one buyer/transferee is a trust or is a legal entity such as a limited liability company, corporation, partnership, or estate. All such required closing information and documentation should be provided by the parties directly to the title company or closing agent, by secure means, and not be sent, copied, or forwarded to agents or Firm.

**WB-1 RESIDENTIAL LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL**

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

2 ■ **PROPERTY DESCRIPTION:** Street address is: \_\_\_\_\_

3 \_\_\_\_\_

4 in the \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_,

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

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

7 and the following items: \_\_\_\_\_

8 \_\_\_\_\_

9 \_\_\_\_\_

10 \_\_\_\_\_

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

12 \_\_\_\_\_

13 \_\_\_\_\_

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

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

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

18 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 7-10 during the term

19 of this Listing. The marketing may include: \_\_\_\_\_

20 \_\_\_\_\_

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

22 \_\_\_\_\_

23 \_\_\_\_\_

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

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

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

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

31 \_\_\_\_\_

32 \_\_\_\_\_

33 \_\_\_\_\_

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

35 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;

36 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;

37 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;

38 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

39 5) A ready, willing and able buyer submits a bona fide written offer to Seller or Firm for the Property at, or above, the list

40 price and on substantially the same terms set forth in this Listing and the current WB-11 Residential Offer to Purchase,

41 even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer submitting the

42 written offer has the ability to complete the buyer's obligations under the written offer.

43 The Firm's commission shall be earned if, during the term of the Listing, one seller of the Property sells, conveys,

44 exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by divorce

45 judgment.

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

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

49 • Under 1) or 2) the total consideration between the parties in the transaction.

50 • Under 3) or 4) the list price if the entire Property is involved.

51 • Under 3) if the exchange involves less than the entire Property or under 4) if the effective change in ownership or

52 control involves less than the entire Property, the fair market value of the portion of the Property exchanged or for

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

54 • Under 5) the total offered purchase price.

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

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

59 \_\_\_\_\_  
 60 (Exceptions if any): \_\_\_\_\_

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

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

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

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

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

77 **DISCLOSURE TO CLIENTS**

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

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

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

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

105 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

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

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

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

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

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

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

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

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

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

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

135 **SUBAGENCY**

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

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

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

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

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

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

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

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

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

158 \_\_\_\_\_

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

160 \_\_\_\_\_

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

167 \_\_\_\_\_

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

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

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

173 The following other buyers \_\_\_\_\_  
174 \_\_\_\_\_ are excluded from this Listing until \_\_\_\_\_ [INSERT DATE].

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

177 **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

217 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property;

218 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential  
219 terms upon which the buyer might acquire an interest in the Property; or

220 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding  
221 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents  
222 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines  
223 273-281) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:

224 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the  
225 individuals in the Listing; or,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

297  (2) Fax: fax transmission of the document or written notice to the following telephone number:  
298 Seller: (\_\_\_\_\_) \_\_\_\_\_ Firm: (\_\_\_\_\_) \_\_\_\_\_

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

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

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

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

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

313 **ADDITIONAL PROVISIONS** \_\_\_\_\_  
314 \_\_\_\_\_  
315 \_\_\_\_\_  
316 \_\_\_\_\_  
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334 \_\_\_\_\_  
335 \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**WB-11 RESIDENTIAL OFFER TO PURCHASE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

47 **CLOSING** This transaction is to be closed on \_\_\_\_\_

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

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

**EARNEST MONEY**

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

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

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

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

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

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

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

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

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

112 "Conditions Affecting the Property or Transaction" are defined to include:  
 113 a. Defects in the roof, basement or foundation (including cracks, seepage and bulges), electrical system, or part of the  
 114 plumbing system (including the water heater, water softener and swimming pool); or basement, window, or plumbing leaks;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

274 (1) signed by Buyer; or

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

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

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

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

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

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

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

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

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

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

296 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within \_\_\_\_\_ days ("7" if left blank) after  
 297 acceptance, Buyer shall deliver to Seller either:

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

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

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

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

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

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

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

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

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

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

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

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

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

328  **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of  
 329 Buyer's property located at \_\_\_\_\_

330 no later than \_\_\_\_\_ (the Deadline). If closing does not occur by the Deadline, this  
 331 Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification  
 332 from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds  
 333 to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or  
 334 proof of bridge loan shall not extend the closing date for this Offer.

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

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

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

341 (3) Any of the following checked below:

342  Proof of bridge loan financing.

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

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

346 \_\_\_\_\_

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

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

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

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

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

362 \_\_\_\_\_

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

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

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

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

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

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

372 \_\_\_\_\_

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

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

### 382 **TITLE EVIDENCE**

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

389 \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

#### 431 **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

477 the Property.

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

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

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

490 If Buyer defaults, Seller may:

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

494 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

548 **ADDITIONAL PROVISIONS/CONTINGENCIES** \_\_\_\_\_  
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570 \_\_\_\_\_

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] \_\_\_\_\_

594  
595

**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.

596  
597  
598  
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600

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.

601  
602  
603

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.

604  
605

**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 ▲

**WB-4 RESIDENTIAL CONDOMINIUM 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 of the Unit is: \_\_\_\_\_

**3** \_\_\_\_\_ in the \_\_\_\_\_ of \_\_\_\_\_, County of

**4** \_\_\_\_\_, Wisconsin, particularly described as Unit: \_\_\_\_\_ (Building \_\_\_\_\_) of

**5** \_\_\_\_\_ Condominium; Seller's interest in the common elements

**6** appurtenant to the Unit, together with and subject to the rights, interests, obligations and limitations as set forth in the

**7** declaration and condominium plat (and all amendments to them) creating the Condominium, which altogether constitute

**8** the Property. Insert additional description, if any, at lines 379-409 or attach as an addendum per lines 410-411.

**9 ■ INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, Seller's interests in any common surplus

**10** and reserves of the Condominium allocated to the Property, Fixtures not excluded on lines 13-15, and the following

**11** items: \_\_\_\_\_

**12** \_\_\_\_\_.

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

**14** \_\_\_\_\_

**15** \_\_\_\_\_.

**16 CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the**

**17 lessor. (See lines 306-319).**

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

**19 ■ LIMITED COMMON ELEMENTS:** The limited common elements assigned to the Unit include: \_\_\_\_\_

**20** \_\_\_\_\_ See condominium declaration for complete list.

**21 ■ STORAGE:** A storage unit (is) (is not) **STRIKE ONE** included in the List Price; storage unit number: \_\_\_\_\_.

**22 ■ PARKING:** The parking is \_\_\_\_\_

**23** \_\_\_\_\_ The parking fee is \$ \_\_\_\_\_.

**24 ■ ASSOCIATION FEE:** The association fee for the Property is \$ \_\_\_\_\_ per \_\_\_\_\_.

**25 ■ RIGHT OF FIRST REFUSAL:** The condominium association (does) (does not) **STRIKE ONE** have a right of first refusal

**26** on the Property.

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

**28** Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 11-12 during the

**29** term of this Listing. The marketing may include: \_\_\_\_\_

**30** \_\_\_\_\_

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

**32** \_\_\_\_\_

**33** \_\_\_\_\_

**34** \_\_\_\_\_, which are in addition to and separate from Compensation to Others. See lines 40-45.

**35 NOTE: Concessions offered in the multiple listing service cannot be limited to or conditioned on the retention**

**36 of or payment to a cooperating firm, buyer's firm or other buyer's representative.**

**37** Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See lines 202-222 regarding the

**38** Firm's role as marketing agent and Seller's duty to notify the Firm of any potential buyer known to Seller. Seller agrees

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

**40 **COMPENSATION TO OTHERS**** The Firm has disclosed and Seller approves offers of compensation to cooperating firms

**41** working with buyers such as subagents and buyer's firms: \_\_\_\_\_

**42** \_\_\_\_\_

**43** (Exceptions if any): \_\_\_\_\_

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

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

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

**47** \_\_\_\_\_

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

- 49** 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
- 50** 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
- 51** 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
- 52** 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
- 53** 5) A ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Property, at, or above
- 54** the list price and on substantially the same terms set forth in this Listing and the current WB-14 Residential
- 55** Condominium Offer to Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able
- 56** when the buyer submitting the written offer has the ability to complete the buyer's obligations under the written offer.

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

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

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

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

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

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

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

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

#### 81 **DISCLOSURE TO CLIENTS**

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

- 84 (a) The duty to provide brokerage services to you fairly and honestly.
- 85 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 86 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,  
87 unless disclosure of the information is prohibited by law.
- 88 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the  
89 information is prohibited by law. (See lines 320-323.)
- 90 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your  
91 confidential information or the confidential information of other parties. (See lines 148-163.)
- 92 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 93 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the  
94 advantages and disadvantages of the proposals.

95 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.**

#### 96 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

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

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

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

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

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

116 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,

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

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

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

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

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

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

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

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

138 **SUBAGENCY**

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

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

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

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

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

154 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (lines 320-323).

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

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

160 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_

161 \_\_\_\_\_

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

163 \_\_\_\_\_

164 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its  
165 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as  
166 subagents (other firms engaged by the Firm - see lines 138-142) and firms representing buyers. Cooperation includes  
167 providing access to the Property for showing purposes and presenting offers and other proposals from these firms to  
168 Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to  
169 attend showings, and the specific terms of offers which should not be submitted to Seller: \_\_\_\_\_

170 \_\_\_\_\_

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

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

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

177 The following other buyers \_\_\_\_\_ are excluded from this Listing until \_\_\_\_\_ [INSERT DATE].  
178 \_\_\_\_\_

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

181 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon  
182 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller  
183 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing  
184 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for  
185 Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 186-194).

186 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent  
187 a material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the  
188 Firm. Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the  
189 commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker.  
190 Seller and the Firm agree that any termination of this Listing by either party before the date stated on line 413 shall be  
191 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 356-378 and effective  
192 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 356-378.

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

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

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

202 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with the Firm in the Firm's  
203 marketing efforts and to provide the Firm with all records, documents and other material in Seller's possession or control  
204 which are required in connection with the sale, including, but not limited to, copies of the condominium association's  
205 condominium disclosure materials as described in lines 223-260. In addition, the Buyer may also request the following:

- 206 1) the condominium association's financial statements for the last two years,
- 207 2) the minutes of the last 3 unit owner's meetings,
- 208 3) the minutes of condominium board meetings during the 12 months prior to acceptance,
- 209 4) information about contemplated or pending condominium special assessments,
- 210 5) the association's certificate of insurance,
- 211 6) a statement from the association indicating the balance of reserve accounts controlled by the association,
- 212 7) a statement from the association of the amount of any unpaid assessments on the unit (per Wis. Stat. § 703.165),
- 213 8) any common element inspection reports (e.g. roof, swimming pool, elevator and parking garage inspections, etc.),
- 214 9) any pending litigation involving the association,
- 215 10) the declaration, bylaws, budget and/or most recent financial statement of any master association,
- 216 or additional association the unit may be part of, and
- 217 11) other documents related to the condominium.

218 Seller authorizes the Firm to do those acts reasonably necessary to effect a sale and Seller agrees to cooperate fully  
219 with these efforts which may include use of a multiple listing service, Internet advertising or a lockbox system at the  
220 Property. Seller shall promptly refer all persons making inquiries concerning the Property to the Firm and notify the Firm  
221 in writing of any potential buyers with whom Seller negotiates or who view the Property with Seller during the term of  
222 this Listing.

223 **CONDOMINIUM DISCLOSURE MATERIALS** Seller agrees to provide buyers with complete, current and accurate  
224 copies of the condominium disclosure materials required by Wis. Stat. § 703.33. Seller is required to provide buyers with  
225 the condominium disclosure materials within 10 days of acceptance of the offer, but no later than 15 days prior to  
226 closing. Seller is responsible, at Seller's expense (see Wis. Stat. § 703.20(2)), to obtain all required condominium  
227 disclosure materials (see lines 232-260 below) and condominium documents which may be requested by a buyer in the  
228 terms of an offer, (see lines 206-217 above) and to obtain and promptly provide the buyer with any amendments or  
229 updates to the condominium disclosure materials arising before closing.

230 The condominium disclosure materials required by statute include a copy of the following and any amendments to any  
231 of these (except as limited for small condominiums per Wis. Stat. § 703.365):

- 232 a) proposed or existing declaration, bylaws and any rules or regulations, and an index of the contents,

- 233 b) proposed or existing articles of incorporation of the association, if it is or is to be incorporated,  
234 c) proposed or existing management contract, employment contract or other contract affecting the use, maintenance  
235 or access of all or part of the condominium,  
236 d) projected annual operating budget for the condominium including reasonable details concerning the estimated  
237 monthly payments by the purchaser for assessments and other monthly charges,  
238 e) leases to which unit owners or the association will be a party,  
239 f) general description of any contemplated expansion of condominium including each stage of expansion and the  
240 maximum number of units that can be added to the condominium,  
241 g) unit floor plan showing location of common elements and other facilities available to unit owners,  
242 h) the executive summary.

243 If the condominium was an occupied structure prior to the recording of the condominium declaration, it is a "conversion  
244 condominium," and the "condominium disclosure materials" for a conversion condominium with five or more units also  
245 include:

- 246 1) a declarant's statement based on an independent engineer's or architect's report describing the present condition of  
247 structural, mechanical and electrical installations;  
248 2) a statement of the useful life of the items covered in 1), unless a statement that no representations are being made  
249 is provided, and  
250 3) a list of notices of uncured code or other municipal violations, including an estimate of the costs of curing the  
251 violations.

252 A buyer may, at any time within 5 business days following receipt of all of the condominium disclosure materials  
253 required by statute, rescind an offer by delivering written notice without stating any reason and without any liability on  
254 his or her part. If condominium disclosure materials provided to a buyer are incomplete, the buyer may, within 5  
255 business days of the buyer's receipt of the incomplete materials, either rescind the offer or request any missing  
256 documents. Seller has 5 business days following receipt of a buyer's request for missing documents to deliver the  
257 requested documents. A buyer may rescind the sale within 5 business days of the earlier of the buyer's receipt of  
258 requested missing documents or the deadline for Seller's delivery of the documents [Wis. Stat. § 703.33(4)(b)]. A buyer  
259 also has a 5-business day right to rescind after delivery of an amendment to any of the disclosure materials required  
260 by statute if the amendment materially affects the rights of the buyer. [Wis. Stat. § 703.33(3m) & (4)(a)].

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

266 **REAL ESTATE CONDITION REPORT** Seller agrees to complete the real estate condition report provided by the Firm  
267 to the best of Seller's knowledge. Seller agrees to amend the report should Seller learn of any Defect(s) after  
268 completion of the report but before acceptance of a buyer's offer to purchase. Seller authorizes the Firm and its agents  
269 to distribute the report to all interested parties and agents inquiring about the Property. Seller acknowledges that the  
270 Firm and its agents have a duty to disclose all Material Adverse Facts as required by law. Wis. Stat. § 709.03 provides  
271 that when the Property is a condominium unit, the property to which the real estate condition report applies is the  
272 condominium unit, the common elements of the condominium and any limited common elements that may be used only  
273 by the owner of the condominium unit being transferred. Wis. Stat. § 709.02(2) requires that Seller also furnish a  
274 condominium addendum to the Real Estate Condition Report and a copy of the executive summary along with the Real  
275 Estate Condition Report. Note: Small condominiums may not all be required to have an executive summary per Wis.  
276 Stat. § 703.365 (1) (b) and (8).

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

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

282 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage  
283 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for  
284 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to  
285 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft  
286 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional  
287 wrongdoing of the Firm and its agents. Seller acknowledges that individual showings and open houses may be  
288 conducted by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and  
289 inspections without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be  
290 present at all inspections and testing and may photograph or videotape Property unless otherwise provided for in  
291 additional provisions at lines 379-409 or in an addendum per lines 410-411.

292 **DEFINITIONS** As used in this Listing the following definitions apply:

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

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

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

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

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

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

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

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

317 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water  
318 treatment systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 13-15 and in  
319 the offer to purchase.**

320 ■ **MATERIAL ADVERSE FACT:** A "material adverse fact" means an adverse fact that a party indicates is of such  
321 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable  
322 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or  
323 affects or would affect the party's decision about the terms of such a contract or agreement.

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

329 ■ **PROPERTY:** Unless otherwise stated, "Property" means all property included in the list price as described on lines 2-8.

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

- 332 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property;
- 333 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential  
334 terms upon which the buyer might acquire an interest in the Property; or
- 335 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding  
336 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents  
337 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines  
338 183-191) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:  
339 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the  
340 individuals in the Listing; or,  
341 b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the firm  
342 or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

343 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on behalf of  
344 a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on lines 181-185.

345 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the  
346 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,  
347 the Firm shall hold and disburse earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch. REEB  
348 18. If the transaction fails to close and the Seller requests and receives the earnest money as the total liquidated damages,  
349 then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash advances made by the  
350 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  
351 full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment to the Firm  
352 shall not terminate this Listing.

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

356 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of  
357 documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at  
358 lines 359-378.

359 (1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery  
360 if named at line 361 or 362.

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

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

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

364 Seller: (\_\_\_\_\_) \_\_\_\_\_ Firm: (\_\_\_\_\_) \_\_\_\_\_

365  (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a  
366 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 361 or  
367 362, for delivery to the Party's delivery address at line 371 or 372.

368  (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the  
369 Party, or to the Party's recipient for delivery if named at line 361 or 362 for delivery to the Party's delivery address at line  
370 371 or 372.

371 Delivery address for Seller: \_\_\_\_\_

372 Delivery address for Firm: \_\_\_\_\_

373  (5) Email: electronically transmitting the document or written notice to the Party's email address, if given below at  
374 line 377 or 378. If this is a consumer transaction where the property being purchased or the sale proceeds are used  
375 primarily for personal, family or household purposes, each consumer providing an email address below has first  
376 consented electronically as required by federal law.

377 Email address for Seller: \_\_\_\_\_

378 Email address for Firm: \_\_\_\_\_

379 **ADDITIONAL PROVISIONS** \_\_\_\_\_

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381 \_\_\_\_\_  
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410 **ADDENDA** The attached addenda \_\_\_\_\_

411 \_\_\_\_\_ is/are made part of this Listing.

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

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416

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

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418  
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Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

422  
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DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

425  
426

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

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 ▲ \_\_\_\_\_

438 \_\_\_\_\_  
439 Seller Entity Name (if any) ▲ \_\_\_\_\_

440 (x) \_\_\_\_\_  
441 Authorized Signature ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_  
442 Print Name & Title ► \_\_\_\_\_

443 \_\_\_\_\_  
444 Firm Name ▲ \_\_\_\_\_

445 (x) \_\_\_\_\_  
446 Agent's Signature ▲ Print Name ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

**WB-14 RESIDENTIAL CONDOMINIUM 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, particularly described as Unit: \_\_\_\_\_  
8 (Building \_\_\_\_\_) of \_\_\_\_\_ Condominium  
9 (insert additional description, if any, at lines 687-712 or attach as an addendum per line 734), on the following terms:

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

12 **INCLUDED IN PURCHASE PRICE** Included in purchase price is (1) the Property, (2) Seller's interest in the Common  
13 Elements and Limited Common Elements (see lines 183-189 and 197-202) appurtenant to the Unit, together with and  
14 subject to the rights, interests, obligations and limitations as set forth in the Condominium Declaration and plat (and all  
15 amendments thereto); (3) Seller's interests in any common surplus and reserves in the Condominium allocated to the  
16 Property, (4) all Fixtures on the Property as of the date stated on line 1 of this Offer (unless excluded at lines 24-26), and  
17 (5) the following additional items: \_\_\_\_\_

18 \_\_\_\_\_  
19 \_\_\_\_\_  
20 \_\_\_\_\_

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

23 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at  
24 lines 17-20) and the following: \_\_\_\_\_

25 \_\_\_\_\_  
26 \_\_\_\_\_

27 **CAUTION: Identify Fixtures that are on the Property (see lines 29-39) to be excluded by Seller or that are rented  
28 (e.g., water softeners or other water treatment systems, LP tanks, etc.) and will continue to be owned by the lessor.**

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

40 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented (e.g., water softeners or other water  
41 treatment systems, LP tanks, etc.) on lines 24-26 or at lines 687-712 or in an addendum per line 734.**

42 **STORAGE, PARKING AND FEES**

43 ■ **STORAGE UNIT:** A storage unit (is) (is not) ~~STRIKE ONE~~ included in the purchase price. Storage unit number: \_\_\_\_\_.

44 ■ **PARKING:** The parking for the Unit is \_\_\_\_\_. The parking fee is \$ \_\_\_\_\_.

45 ■ **ASSOCIATION FEE:** The Association fee for the Property is \$ \_\_\_\_\_ per \_\_\_\_\_.

46 ■ **UNIT TRANSFER FEE:** Buyer is aware the Property may be subject to one-time fee(s) resulting from transfer of the  
47 Property. Any fee(s) resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) ~~STRIKE ONE~~ ("Buyer"  
48 if neither is stricken).

49 **NOTE: The Association may charge fees at or subsequent to closing which may include Additional Association, reserves,  
50 administrative or other fees. Buyer is advised to review the Condominium disclosure materials including, but not limited to,  
51 current financial disclosure statements and other Condominium materials described on lines 107-121, as relevant.**

52 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer  
53 on or before \_\_\_\_\_.

54 Seller may keep  
55 the Property on the market and accept secondary offers after binding acceptance of this Offer.

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

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

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

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

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

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

76 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**  
77 **attorney as lines 80-90 do not apply. If someone other than Buyer pays earnest money, consider a special**  
78 **disbursement agreement.**

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

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

101 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)  
102 occupancy; (4) date of closing; (5) contingency Deadlines; (6) delivery of Condominium disclosure materials (see lines 107-  
103 121) **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except: \_\_\_\_\_  
104 \_\_\_\_\_. If "Time is of the Essence" applies to a date or Deadline,  
105 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  
106 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

107 **CONDOMINIUM DISCLOSURE MATERIALS** Seller agrees to deliver to Buyer, within 10 days after acceptance of Offer,  
108 current and accurate copies of the Condominium disclosure materials required by Wis. Stat. § 703.33. The Condominium  
109 disclosure materials include a copy of the following and any amendments to any of these [except as may be limited for  
110 Small Condominiums per Wis. Stat. § 703.365]:  
111 (a) Proposed or existing Declaration, bylaws and any rules or regulations, and an index of the contents.  
112 (b) Proposed or existing articles of incorporation of the Association, if it is or is to be incorporated.  
113 (c) Proposed or existing management contract, employment contract or other contract affecting the use, maintenance  
114 or access of all or part of the Condominium.

- 115 (d) Projected annual operating budget for the Condominium including reasonable details concerning the estimated  
116 monthly payments by the purchaser for assessments and other monthly charges.  
117 (e) Leases to which Unit owners or the Association will be a party.  
118 (f) General description of any contemplated expansion of Condominium including each stage of expansion and the  
119 maximum number of Units that can be added to the Condominium.  
120 (g) Unit floor plan and map showing location of Common Elements and other facilities available to Unit owners.  
121 (h) The executive summary.

122 ■ **CONVERSION CONDOMINIUMS:** If the Condominium was an occupied structure prior to the recording of the  
123 Condominium Declaration, it is a "conversion Condominium," and the "Condominium disclosure materials" for a conversion  
124 Condominium with five or more Units also include:

- 125 (1) A declarant's statement based on an independent engineer's or architect's report describing the present condition  
126 of structural, mechanical and electrical installations.  
127 (2) A statement of the useful life of the items covered in (1), unless a statement that no representations are being made  
128 is provided.  
129 (3) A list of notices of uncured code or other municipal violations, including an estimate of the costs of curing the  
130 violations.

131 ■ **BUYER RESCISSION RIGHTS:** As provided in Wis. Stat. § 703.33(4)(a), Buyer may, within 5 business days after receipt  
132 of all the required disclosure documents or following notice of any material changes in the required disclosure documents,  
133 rescind this Offer by written notice delivered to Seller. If the disclosure materials are delivered to Buyer and Buyer does not  
134 receive all of the disclosure documents, Buyer may, within 5 business days after Buyer's receipt of the disclosure materials,  
135 either rescind the Offer or request any missing documents. Seller has 5 business days after receipt of Buyer's request for  
136 missing documents to deliver the requested documents. Buyer may rescind the sale within 5 business days after the earlier  
137 of Buyer's receipt of requested missing documents or the deadline for Seller's delivery of the documents [Wis. Stat. §  
138 703.33(4)(b)]. Any document delivered to Buyer may not be changed or amended following delivery if the change or  
139 amendment would materially affect the rights of Buyer without first obtaining approval of Buyer. A copy of any such  
140 amendments shall be delivered promptly to Buyer.

141 **The Parties agree that the 5 business days begin upon the earlier of: (1) Buyer's Actual Receipt of the disclosure**  
142 **materials, requested missing documents or material changes or (2) upon the deadline for Seller's delivery of the**  
143 **disclosure materials or the requested missing documents.**

144 **NOTE: BUYER SHOULD READ ALL DOCUMENTS CAREFULLY. LICENSEES MAY PROVIDE A GENERAL**  
145 **EXPLANATION OF THE DOCUMENTS BUT ARE PROHIBITED BY LAW FROM GIVING LEGAL ADVICE OR**  
146 **OPINIONS.**

147 In addition to review of the disclosure materials required to be provided by Wis. Stat. § 703.33, Buyer may wish to consider  
148 reviewing other Condominium materials as may be available.

149  **CONTINGENCY FOR ADDITIONAL CONDOMINIUM INFORMATION:** This Offer is contingent upon Seller delivering  
150 to Buyer, at Seller's expense, within 10 days after acceptance of this Offer the information listed below that exists as of the  
151 date on line 1 of this Offer:

- 152 ♦ The Condominium Association's financial statements for the last 2 years.  
153 ♦ The minutes of the last 3 Unit owners' meetings.  
154 ♦ The minutes of Condominium board meetings during the 12 months prior to acceptance of this Offer.  
155 ♦ Information about contemplated or pending Condominium special assessments.  
156 ♦ The Association's certificate of insurance.  
157 ♦ A statement from the Association indicating the balance of reserve accounts controlled by the Association.  
158 ♦ Any Common Element inspection reports (e.g. roof, swimming pool, elevator and parking garage inspections, etc.)  
159 held by the Association.  
160 ♦ Information regarding any pending litigation involving the Association.  
161 ♦ The Declaration, bylaws, budget and/or most recent financial statement of any master association or Additional  
162 Association the Unit may be part of.  
163 ♦ Other: \_\_\_\_\_

164 (hereinafter collectively the "listed materials").

165 **NOTE: Because not all of the listed materials may exist or be available from the Condominium Association, Seller**  
166 **may wish to verify availability prior to acceptance of the Offer.**

167 ■ **BUYER RESCISSION RIGHTS:** Buyer may, within 5 business days after receipt of all the listed materials rescind this  
168 Offer by written notice delivered to Seller. If the materials are delivered to Buyer and Buyer does not receive all of the listed  
169 materials, Buyer may, within 5 business days after Buyer's receipt of the materials, either rescind the Offer or request any  
170 missing materials in writing. Seller has 5 business days after receipt of Buyer's request for missing listed materials to deliver  
171 the requested materials. Buyer may rescind the sale within 5 business days after the earlier of Buyer's receipt of requested  
172 missing materials or the deadline for Seller's delivery of the materials.

173 **The Parties agree that the 5 business days begin upon the earlier of: (1) Buyer's Actual Receipt of the listed**  
174 **materials or requested missing materials or (2) upon the deadline for Seller's delivery of the listed materials or**  
175 **requested missing materials.**

176 ■ **ASSOCIATION:** Wis. Stat. § 703.02(1m) provides, "'Association' means all of a condominium's unit owners acting as a  
177 group, either through a nonstock corporation or an unincorporated association, in accordance with its bylaws and  
178 declaration." The Association is the entity that the Unit owners typically use to act together as a group to manage and  
179 maintain the Condominium property and finances. Every Unit owner is automatically a member of the Association, which  
180 adopts budgets and sets the amounts of the fees or assessments paid by the Unit owners.

181 ■ **ADDITIONAL ASSOCIATION:** Refers to any community, neighborhood, subdivision, master or umbrella association with  
182 the power to levy fees or assessments on the Property owner.

183 ■ **COMMON ELEMENTS:** Wis. Stat. § 703.02(2) provides, "'Common elements' mean all of a condominium except its  
184 units." In a typical residential Condominium project, the Common Elements may include the land, structural and common  
185 parts of buildings (entranceway, halls, elevator, meeting room, etc.), landscaping, roads, any outside parking areas, outdoor  
186 lighting, any recreational facilities (swimming pool, tennis courts, clubhouse, etc.) and all other common areas and  
187 amenities. The Common Elements are owned collectively by all of the Unit owners. For example, in a Condominium with  
188 100 Units, each Unit owner may own a one percent interest in all Common Elements. Thus, the Unit owner would own an  
189 undivided one percent interest in the tennis courts, road, parking lot, etc.

190 ■ **CONDOMINIUM:** Wis. Stat. § 703.02(4) provides, "'Condominium' means property subject to a condominium declaration  
191 established under this chapter" [Wis. Stat. Ch. 703].

192 ■ **DECLARATION:** Wis. Stat. § 703.02(8) provides, "'Declaration' means the instrument by which a property becomes  
193 subject to this chapter, and that declaration as amended from time to time." The Declaration is a written document that  
194 creates a Condominium from one or more parcels of real estate. The owner declares his or her property to be a  
195 Condominium. The Declaration divides the property into Units, which are individually owned, and the Common Elements,  
196 which are owned in common by all of the Unit owners together.

197 ■ **LIMITED COMMON ELEMENTS:** Wis. Stat. § 703.02(10) provides, "'Limited common element' means a common  
198 element identified in a Declaration or on a condominium plat as reserved for the exclusive use of one or more but less than  
199 all of the Unit owners." A Unit owner does not own a Limited Common Element, except for the percentage interest in the  
200 Common Elements, but is the only one who may use it, either alone or with others (but not all Unit owners). This exclusive  
201 use may be subject to restrictions stated in the Declaration or the Condominium rules. Limited Common Elements may  
202 include a storage area, patio, balcony, garage parking space or a boat slip.

203 ■ **SMALL CONDOMINIUM:** Wis. Stat. § 703.02(14m) provides, "'Small Condominium' means a condominium with no more  
204 than 12 Units." Small Condominiums are subject to all provisions in Wis. Stat. Ch. 703, including the provisions for disclosure  
205 materials, unless optional provisions in Wis. Stat. § 703.365 for a simplified Condominium are adopted in the Declaration  
206 for the Small Condominium.

207 ■ **UNIT:** Wis. Stat. § 703.02(15) provides, "'Unit' means a part of a condominium intended for any type of independent use,  
208 including one or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located on  
209 one or more floors, or parts thereof, in a building. A unit may include 2 or more noncontiguous areas." The Unit owner is  
210 entitled to exclusive ownership and possession of his or her Unit. A Unit is not necessarily limited to an apartment-like  
211 concept and may also be a freestanding house, a structure plus surrounding land, or land similar to a lot. Units may also  
212 include a separate area that is some distance away from the basic individual dwelling area. For example, a Unit may be  
213 defined to include a storage area, patio, garage parking space or a boat slip. What is included in a given Unit depends on  
214 how the term "Unit" is defined in the Condominium Declaration and plat.

215 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property that includes one-to-four dwelling units  
216 to provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never  
217 been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example,  
218 personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03.  
219 The law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance  
220 of the contract of sale . . . , to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer  
221 who does not receive a report within the 10 days may, within two business days after the end of that 10-day period, rescind  
222 the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have  
223 certain rescission rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days,  
224 but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for additional  
225 information regarding rescission rights. Wis. Stat. § 709.03 provides when the Property is a Condominium Unit, the property  
226 to which the Real Estate Condition Report applies is the Condominium Unit, the Common Elements of the Condominium  
227 and any Limited Common Elements that may be used only by the owner of the Condominium Unit being transferred. Wis.  
228 Stat. § 709.02 requires that Seller also furnish a Condominium addendum to the Real Estate Condition Report and a copy  
229 of the executive summary along with the Real Estate Condition Report.

230 **NOTE: Small Condominiums may not be required to have an executive summary per Wis. Stat. § 703.365.**

231 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has  
232 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 239-304) with regard to the Unit,  
233 Condominium Common Elements and Limited Common Elements that may be used only by the owner of the Condominium  
234 Unit being transferred, other than those identified in Seller's Real Estate Condition Report dated  
235 \_\_\_\_\_, which was received by Buyer prior to Buyer signing this Offer and which is made a part  
236 of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and \_\_\_\_\_

237

238

**INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

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

240 a. Defects in the roof, basement or foundation (including cracks, seepage and bulges), electrical system, or part of the  
241 plumbing system (including the water heater, water softener and swimming pool); or basement, window, or plumbing leaks;  
242 overflow from sinks, bathtubs, or sewers; or other water or moisture intrusions or conditions.243 b. Defects in heating and air conditioning system (including the air filters and humidifiers); in a wood burning stove or  
244 fireplace; or caused by a fire in a stove or fireplace or elsewhere on the Property.245 c. Defects related to smoke detectors or carbon monoxide detectors, or a violation of applicable state or local smoke  
246 detector or carbon monoxide detector laws.

247 d. Defects in any structure, or mechanical equipment included as Fixtures or personal property.

248 e. Rented items located on the Property such as a water softener or other water conditioner system.

249 f. Defects caused by unsafe concentrations of, or unsafe conditions on the Property relating to radon, radium in water  
250 supplies, lead in paint, soil or water supplies, unsafe levels of mold, asbestos or asbestos-containing materials or other  
251 potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or toxic  
252 substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on  
253 but not directly serving the Property.254 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**  
255 **properties built before 1978.**256 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic  
257 substances on neighboring properties.258 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  
259 Property or in a well that serves the Property, including unsafe well water.260 i. A septic system or other private sanitary disposal system serves the Property; Defects in the septic system or other  
261 sanitary disposal system on the Property; or any out-of-service septic system serving the Property not closed or abandoned  
262 according to applicable regulations.263 j. Underground or aboveground fuel storage tanks on or previously located on the Property; or Defects in the underground  
264 or aboveground fuel storage tanks on or previously located on the Property. (The owner, by law, may have to register the  
265 tanks with the Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708,  
266 whether the tanks are in use or not. Department regulations may require closure or removal of unused tanks.)267 k. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased); or Defects in an  
268 "LP" tank on the Property.269 l. Notice of property tax increases, other than normal annual increases, or pending Property reassessment; remodeling  
270 that may increase the Property's assessed value; pending special assessments; or Property is within a special purpose  
271 district, such as a drainage district, that has authority to impose assessments.272 m. Proposed construction of a public project that may affect use of the Property; Property additions or remodeling affecting  
273 Property structure or mechanical systems during Seller's ownership without required permits; or any land division involving  
274 the Property without required state or local permits.275 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit  
276 and there are common areas associated with the Property that are co-owned with others.277 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,  
278 wetland or shoreland zoning area; or the Property is subject to a shoreland mitigation plan required by Wisconsin  
279 Department of Natural Resources (DNR) rules that obligates the Property owner to establish or maintain certain measures  
280 related to shoreland conditions, enforceable by the county.281 p. Nonconforming uses of the Property; conservation easements, restrictive covenants or deed restrictions on the  
282 Property; or other than public rights of way, nonowners having rights to use part of the Property, including, but not limited  
283 to, private rights-of-way and easements other than recorded utility easements.284 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment  
285 conversion charge; or payment of a use-value assessment conversion charge has been deferred.286 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop  
287 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.288 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will  
289 be transferred with the Property because the dam is owned by a homeowners' association, lake district, or similar group of  
290 which the Property owner is a member.291 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint  
292 driveway) affecting the Property.293 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition; or any insurance  
294 claims relating to damage to the Property within the last five years.295 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting  
296 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.297 w. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal, reptile, or  
298 other insect infestations.

- 299 x. Structure on the Property designated as an historic building; all or any part of the Property in an historic district; or one  
300 or more burial sites on the Property.
- 301 y. Agreements binding subsequent owners such as a lease agreement or extension of credit from an electric cooperative.
- 302 z. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 303 aa. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive  
304 sliding, settling, earth movement or upheavals.

305 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a  
306 part of this Offer. An "inspection" is defined as an observation of the Unit and any Limited Common Elements that may be  
307 used only by the owner of the Condominium Unit being transferred which does not include an appraisal or testing of the  
308 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,  
309 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building  
310 materials from the Unit for laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers  
311 and appraisers reasonable access to the Unit and any Limited Common Elements that may be used only by the owner of  
312 the Condominium Unit being transferred upon advance notice, if necessary, to satisfy the contingencies in this Offer. Buyer  
313 or licensees or both may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for  
314 inspections does not authorize Buyer to conduct testing of the Unit and any Limited Common Elements that may be used  
315 only by the owner of the Condominium Unit being transferred.

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

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

323  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-322).

324 (1) This Offer is contingent upon a Wisconsin registered or Wisconsin licensed home inspector performing a home inspection  
325 of the Unit and any Limited Common Elements that may be used only by the owner of the Condominium Unit being  
326 transferred after the date on line 1 of this Offer that discloses no Defects.

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

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

331 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided  
332 they occur prior to the Deadline specified at line 337. Inspection(s) shall be performed by a qualified independent  
333 inspector or independent qualified third party.

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

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

337 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("15" if left blank) after acceptance, delivers  
338 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  
339 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

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

343 **NOTE: "Defect" as defined on lines 577-579 means a condition that would have a significant adverse effect on the  
344 value of the Property; that would significantly impair the health or safety of future occupants of the Property; or  
345 that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life  
346 of the premises.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

369 (2) installing a radon mitigation system in conformance with EPA standards in a good and workmanlike manner and by  
 370 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  
 371 no later than three days prior to closing.

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

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

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

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

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

377 **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).**

378 **IF LINE 379 IS NOT MARKED OR IS MARKED N/A LINES 427-438 APPLY.**

379  **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written  
 380 \_\_\_\_\_ [loan type or specific lender, if any] first mortgage loan commitment as described  
 381 below, within \_\_\_\_\_ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$  
 382 \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years. Initial  
 383 monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Buyer acknowledges that lender's  
 384 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance  
 385 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees  
 386 to pay discount points in an amount not to exceed \_\_\_\_\_% ("0" if left blank) of the loan. If Buyer is using multiple loan  
 387 sources or obtaining a construction loan or land contract financing, describe at lines 687-712 or in an addendum attached  
 388 per line 734. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly  
 389 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow  
 390 lender's appraiser access to the Property.

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

394 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 395 or 396.**

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

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

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

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

405 (1) signed by Buyer; or,

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

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

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

412 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 381.  
 413 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of  
 414 written loan commitment from Buyer.

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

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

420 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 415-418; or

421 (2) the Deadline for delivery of the loan commitment on line 381,

422 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same  
423 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.  
424 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to  
425 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit  
426 worthiness for Seller financing.

427 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within \_\_\_\_\_ days ("7" if left blank) after  
428 acceptance, Buyer shall deliver to Seller either:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

469 (1) Written waiver of the Closing of Buyer's Property Contingency if line 459 is marked;

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

472 (3) Any of the following checked below:

473  Proof of bridge loan financing.

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

476 Other: \_\_\_\_\_  
477 \_\_\_\_\_ [insert other requirements, if any (e.g., payment of additional earnest money, etc.)].

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

485 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:  
486 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, Condominium Association fees,  
487 Additional Association fees, fuel and \_\_\_\_\_

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

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

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

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

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

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

498  \_\_\_\_\_

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

503  Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on  
504 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  
505 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall  
506 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation  
507 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

#### 508 **TITLE EVIDENCE**

509 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed  
510 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as  
511 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements  
512 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
513 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate  
514 Condition Report and in this Offer, general taxes levied in the year of closing, Wisconsin Condominium Ownership Act,  
515 Condominium Declaration and plat, Association articles of incorporation, bylaws and rules, amendments to the above and  
516 \_\_\_\_\_

517 \_\_\_\_\_ (insert other allowable exceptions from title, if any)  
518 that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the  
519 documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

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

523 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of  
524 the purchase price on a current ALTA form (including the ALTA Condominium endorsement or equivalent) issued by an  
525 insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer  
526 shall pay the costs of providing the title evidence required by Buyer's lender and recording the deed or other conveyance.

527 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)  
528 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded  
529 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance  
530 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or  
531 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 537-  
532 542).

533 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney  
534 or Buyer not less than 5 business days before closing, showing title to the Property as of a date no more than 15 days  
535 before delivery of such title evidence to be merchantable per lines 509-518, subject only to liens that will be paid out of the  
536 proceeds of closing and standard title insurance requirements and exceptions.

537 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
538 objections to title by the time set for closing. Seller shall have a reasonable time, but not exceeding 15 days, to remove the

539 objections, and the time for closing shall be extended as necessary for this purpose. If Seller is unable to remove said  
 540 objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the objections, and the  
 541 time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be null and void.  
 542 Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

543 ■ **UNPAID CONDOMINIUM ASSESSMENTS:** All unpaid assessments shall be paid by Seller no later than closing.

544 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, including those by any Condominium or  
 545 Additional Association, levied or for work actually commenced prior to the date stated on line 1 of this Offer shall be paid by  
 546 Seller no later than closing. All other special assessments shall be paid by Buyer. "Levied" with regard to municipal special  
 547 assessments means the local municipal governing body has adopted and published a final resolution describing the planned  
 548 improvements and the assessment of benefits. "Levied" with regard to Condominium special assessments means the  
 549 Association has adopted a resolution imposing fees on the Units, other than regular Association fees, for special projects  
 550 or expenses.

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

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

561 \_\_\_\_\_  
 562 \_\_\_\_\_ . Insert additional terms, if any, at lines 687-712 or attach as an addendum per line 734.

### 563 **DEFINITIONS**

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

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

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

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

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

581 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-9.

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

583 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (  ) are part of  
 584 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.

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

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

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

597 **MAINTENANCE** Seller shall maintain the Unit and any Limited Common Elements that may be used only by the owner of  
 598 the Condominium Unit being transferred and all personal property included in the purchase price until the earlier of closing

599 or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for ordinary  
600 wear and tear and changes agreed upon by the Parties.

601 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Unit and any Limited Common  
602 Elements that may be used only by the owner of the Condominium Unit being transferred is damaged in an amount not  
603 more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer in writing,  
604 and will be obligated to restore the Unit and any Limited Common Elements that may be used only by the owner of the  
605 Condominium Unit being transferred to materially the same condition it was in as of the date on line 1 of this Offer. Seller  
606 shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than closing. If the  
607 amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of the damage  
608 and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer  
609 shall be entitled to the insurance proceeds, if any, relating to the damage to the Unit and any Limited Common Elements  
610 that may be used only by the owner of the Condominium Unit being transferred, plus a credit towards the purchase price  
611 equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a  
612 mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Unit and any Limited  
613 Common Elements that may be used only by the owner of the Condominium Unit being transferred.

614 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by  
615 Seller or Seller's agent, Buyer shall have the right to walk through the Unit and any Limited Common Elements that may be  
616 used only by the owner of the Condominium Unit being transferred to determine that there has been no significant change  
617 in the condition of the Unit and any Limited Common Elements that may be used only by the owner of the Condominium  
618 Unit being transferred, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has  
619 agreed to cure have been repaired in the manner agreed to by the Parties.

620 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in  
621 this Offer at lines 687-712 or in an addendum attached per line 734, or lines 558-562 if the Property is leased. At time of  
622 Buyer's occupancy, the Unit and any Limited Common Elements that may be used only by the owner of the Condominium  
623 Unit being transferred shall be in broom swept condition and free of all debris, refuse, and personal property except for  
624 personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given  
625 subject to tenant's rights, if any.

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

629 If Buyer defaults, Seller may:

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

633 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

661 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a  
662 condition report incorporated in this Offer per lines 231-236, or (2) no later than 10 days after acceptance, Seller delivers  
663 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 669-671 apply.

664 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified  
665 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's  
666 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,  
667 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this  
668 Offer and proceed under lines 633-640.

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

672 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,  
673 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §  
674 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall  
675 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also  
676 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,  
677 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

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

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

687 **ADDITIONAL PROVISIONS/CONTINGENCIES** \_\_\_\_\_  
688 \_\_\_\_\_  
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713 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
714 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines  
715 716-731.

716 **(1) Personal:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at  
717 line 718 or 719.

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

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

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

721 Seller: (\_\_\_\_\_) Buyer: (\_\_\_\_\_) \_\_\_\_\_

722  (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial  
723 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at  
724 line 727 or 728.

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

727 Address for Seller: \_\_\_\_\_

728 Address for Buyer: \_\_\_\_\_

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

730 Email Address for Seller: \_\_\_\_\_

731 Email Address for Buyer: \_\_\_\_\_

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

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

735 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.**

748 (x) \_\_\_\_\_  
749 Buyer's Signature ▲ Print Name Here ► Date ▲

750 (x) \_\_\_\_\_  
751 Buyer's Signature ▲ Print Name Here ► Date ▲

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

756 (x) \_\_\_\_\_  
757 Seller's Signature ▲ Print Name Here ► Date ▲

758 (x) \_\_\_\_\_  
759 Seller's Signature ▲ Print Name Here ► Date ▲

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

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

**WB-36 BUYER AGENCY AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

135 **SUBAGENCY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

183 **CAUTION: Buyer should verify any property dimension or total square footage/acreage calculation which is**  
 184 **material to Buyer.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

272 **ADDITIONAL PROVISIONS** \_\_\_\_\_  
273 \_\_\_\_\_  
274 \_\_\_\_\_  
275 \_\_\_\_\_  
276 \_\_\_\_\_  
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284 \_\_\_\_\_  
285 \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

320 \_\_\_\_\_  
321 Firm Name ▲

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