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VIRTUAL/TELECONFERENCE
REAL ESTATE CONTRACTUAL FORMS ADVISORY COUNCIL
4822 Madison Yards Way, Madison
Contact: Will Johnson (608) 266-2112
July 23, 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

9:30 A.M.

OPEN SESSION – CALL TO ORDER – ROLL CALL

A. **Adoption of Agenda (1-2)**

B. **Approval of Minutes of June 19, 2026 (3)**

C. Reminders – Scheduling Concerns

D. Introductions, Announcements, and Recognition

E. **Administrative Matters**
   1. Department, Staff and Council Updates
   2. Real Estate Examining Board Update

F. **2025 WI Act 69 Discussion and Consideration of Updates to Forms (4-85)**
   1. WB-1 Residential Listing Contract **(6-16)**
   2. Kim Moermond WB-1 Residential Listing Contract **(17-18)**
   3. Tami McFarlane WB-1 Residential Listing Contract **(19-20)**
   4. WB-2 Farm Listing Contract **(21-28)**
   5. WB-3 Vacant Land Listing Contract **(29-36)**
   6. WB-4 Residential Condominium Listing Contract **(37-45)**
   7. WB-55 Public Marketing Opt Out Agreement **(46)**
   8. WB-36 Buyer Agency Agreement **(47-52)**
   9. WB-38 Commercial Buyer Agency/Tenant Representation Agreement **(53-59)**
   10. WB-11 Residential Offer to Purchase **(60-70)**
   11. WB-37 Listing Contract for Rent **(71-78)**
   12. WB-39 Tenant Representation Agreement **(79-85)**

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: SEPTEMBER 24, 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:\\dsps.wi.gov. The board may also consider materials or items filed after the transmission of this notice. Times listed for the commencement of any agenda item may be changed by the board for the convenience of the parties. The person credentialed by the board has the right to demand that the meeting at which final action may be taken against the credential be held in open session. Requests for interpreters for the hard of hearing, or other accommodations, are considered upon request by contacting the Affirmative Action Officer or reach the Meeting Staff by calling 608-267-7213.

VIRTUAL/TELECONFERENCE
REAL ESTATE CONTRACTUAL FORMS ADVISORY COUNCIL
MEETING MINUTES
JUNE 19, 2026

PRESENT: Casey Clickner, Michael Gordon, Jennifer Lindsley, Sonya Mays, Tami McFarlane, Kim Moermond, Laura Peck *(arrived at 9:52 a.m.)*, Angela Rowland, Thomas Weber Jr.

ABSENT: Jonathan Sayas

STAFF: Will Johnson, Executive Director; Jameson Whitney, 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 eight (8) members was confirmed.

ADOPTION OF AGENDA

MOTION: Casey Clickner moved, seconded by Thomas Weber Jr., to adopt the agenda as published. Motion carried unanimously.

APPROVAL OF MINUTES FROM MAY 21, 2026

MOTION: Michael Gordon moved, seconded by Jennifer Lindsley, to approve the minutes of May 21, 2026 as published. Motion carried unanimously.

Laura Peck arrived at 9:52 a.m.

Casey Clickner left at 11:48 a.m.

ADJOURNMENT

MOTION: Thomas Weber Jr. moved, seconded by Laura Peck, to adjourn the meeting. Motion carried unanimously.

The meeting adjourned at 12:55 p.m.

State of Wisconsin
Department of Safety & Professional Services

AGENDA REQUEST FORM

1) Name and Title of Person Submitting the Request: **Jennifer Lindsley, Council Member**	2) Date When Request Submitted: 07/13/2026 Items will be considered late if submitted after 4:30 p.m. and less than: ▪ 10 work days before the meeting for Medical Board ▪ 14 work days before the meeting for all others

3) Name of Board, Committee, Council, Sections: Real Estate Contractual Forms Advisory Council

4) Meeting Date:	5) Attachments:	6) How should the item be titled on the agenda page?
07/23/2026	☒ Yes ☐ No	**2025 WI Act 69 Discussion and Consideration of Updates to Forms** WRA Memo WB-1 Residential Listing Contract WB-2 Farm Listing Contract WB-3 Vacant Land Listing Contract WB-4 Residential Condominium Listing Contract WB-55 Public Marketing Opt Out Agreement WB-36 Buyer Agency Agreement WB-38 Commercial Buyer Agency/Tenant Representation Agreement WB-11 Residential Offer to Purchase WB-37 Listing Contract for Rent WB-39 Tenant Representation Agreement Draft Brochure

7) Place Item in:	8) Is an appearance before the Board being scheduled?	9) Name of Case Advisor(s), if required:
☒ Open Session ☐ Closed Session ☐ Both	☐ Yes (Fill out Board Appearance Request) ☒ No	

10) Describe the issue and action that should be addressed:

Revised 10/12

State of Wisconsin
Department of Safety & Professional Services

11) Authorization	
Will Johnson	07/13/2026
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**

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.

Revised 10/12

To: DSPS Real Estate Contractual Forms Advisory Council

From: WRA Staff

Date: July 13, 2026

Re: WB-Forms

1. WB Listing Contracts for Sale, WB -55 Public Marketing Opt-out Agreement, WB Buyer Agency Agreements

Based on the direction provided by the Real Estate Contractual Forms Advisory Council at its June 19, 2026, meeting, I incorporated the approved listing contract language into the WB-1 Residential Listing Contract – Exclusive Right to Sell, WB-2 Farm Listing Contract – Exclusive Right to Sell, WB-3 Vacant Land Listing Contract – Exclusive Right to Sell, and WB-4 Residential Condominium Listing Contract – Exclusive Right to Sell. I also completed the final formatting of the WB-55 Public Marketing Opt-Out Agreement.

Each of these forms references the REEB consumer brochure on public marketing, which has not yet been completed, and includes a placeholder for the eventual link to the brochure. If the REEB approves the brochure at its August 27, 2026, meeting, I will work with DSPS staff to obtain the link and incorporate it into each of the listing contracts for sale and the WB-55 Public Marketing Opt-Out Agreement.

I also updated the WB-36 Buyer Agency Agreement to incorporate the language approved at the June meeting. In addition, I updated the WB-38 Commercial Buyer Agency/Tenant Representation Agreement to address the signature formatting issue only.

Drafts of all of these forms are included for your review.

2. WB-11 Residential Offer to Purchase

The WRA Forms Committee met on July 9, 2026, and discussed the seller payment of compensation provision for the offer to purchase. Following its discussion, the Committee developed the following language for the Forms Council's consideration:

> ☐ **Seller Payment of Compensation to Drafting Firm:** Seller agrees to pay drafting firm identified on line 593 the amount of $________________ or _______% of the Purchase Price at closing. **Payment under this provision is a negotiated term of this Offer and does not create or modify any agency relationship established by law or agreement.** The drafting firm is an intended third-party beneficiary of this provision.

A draft of the WB-11 Residential Offer to Purchase reflecting this proposed language is included for your review.

3. WB-37 Residential Listing Contract – Exclusive Right to Rent

The Compensation to Others section was added to the WB listing contracts for sale to implement Wis. Stat. § 452.19, as amended by 2025 Wisconsin Act 69. Because that statute governs compensation in purchase transactions and does not apply in the same manner to residential rental transactions, the provision should not be incorporated into the WB-37 Residential Listing Contract – Exclusive Right to Rent. Wis. Stat. § 452.19 governs compensation in purchase transactions and provides that a cooperating firm's receipt of compensation must be documented in the executed offer to purchase or option to purchase. Residential rental transactions do not involve an offer to purchase and only rarely include an option to purchase and Act 69 does not establish a comparable requirement for compensation paid by a landlord to a firm that procures a tenant. Accordingly, the Compensation to Others section should be deleted from the WB-37-Residential Listing Contract – Exclusive Right to Rent.

> Wis. Stat. 452.19(4)
> (a) In any transaction involving a residential property containing one to 4 dwelling units, if a seller agrees to pay compensation to a firm that is not the listing firm for brokerage services provided to a buyer, the agreement must satisfy all of the following:
> 1. Be expressly stated in the fully executed offer to purchase or option to purchase.
> 2. Be signed by the buyer and the seller as part of the contract.
> (b) A firm that is not the listing firm may not receive compensation from a party to a transaction who is not the client of the firm unless the agreement to pay the compensation is documented in the executed offer to purchase or option to purchase.
> (c) A listing contract may not require or imply that a seller will pay compensation to a firm that is not the listing firm, as prohibited under par. (b), unless such obligation is contingent upon its inclusion in the executed offer to purchase or option to purchase as provided in par. (a).
> (d) A listing contract shall include a statement as to whether the seller authorizes the listing firm to disclose if the seller is offering compensation to a firm other than the listing firm.

The marketing provisions added to the WB listing contracts for sale to implement Wis. Stat. § 452.1355, however, should be incorporated into the WB-37 Residential Listing Contract – Exclusive Right to Rent. The current draft presents one issue: it requires a landlord electing to opt out of public marketing to complete a WB-55 Public Marketing Opt-Out Agreement, which is a form developed for sale transactions rather than residential rental listings. One solution would be revise that form to say “Seller/Owner” wherever it currently refers “Seller.”

A draft of a revised WB-37 Residential Listing Contract – Exclusive Right to Rent is included for your review.

4. WB-39 Tenant Representation Agreement

The compensation language added to the WB-36 Buyer Agency Agreement to implement Wis. Stat. § 452.19, as amended by 2025 Wisconsin Act 69, should not be incorporated into the WB-39 Tenant Representation Agreement. Wis. Stat. § 452.19 governs compensation in purchase transactions and does not establish a comparable mechanism for compensation paid by a property owner or landlord to a firm representing a tenant. As a result, the statutory changes applicable to buyer agency agreements do not translate to tenant representation agreements.

Accordingly, the language regarding compensation from the owner or the owner's agent should be deleted from the WB-39 Tenant Representation Agreement. A draft is included for your review.

5. The Brochure

2025 Wisconsin Act 69 requires the Real Estate Examining Board (REEB) to develop a consumer brochure about the public marketing of residential properties. The brochure is intended to help sellers understand the benefits of publicly marketing their property and the implications of choosing to limit or opt out of that marketing. The statute requires the brochure to include information about: (1) the benefits of public marketing; (2) the potential impacts of limiting or delaying public marketing; (3) the purpose and effect of signing a public marketing opt-out agreement; (4) how limiting public marketing may affect property exposure, buyer competition, and sale price; and (5) questions a seller may wish to discuss with their real estate licensee before deciding whether to opt out of public marketing.

A draft of a brochure is included for your review.

WB-1 RESIDENTIAL LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

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

■ **PROPERTY DESCRIPTION:** Street address is: ____ in the ________________ of ______________________________, County of ______________________________, Wisconsin. Insert additional description, if any, at lines 344-364 or attach as an addendum per lines 365-370.

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

■ **NOT INCLUDED IN LIST PRICE:** ____.

CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the lessor. (See lines 227-241).

■ **LIST PRICE:** ____ Dollars ($____________________).

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 listing firm representing the Seller 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; and,

(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.

Seller is aware of the benefits of marketing to increase exposure and attract interest from prospective buyers and of the consumer brochure created by the Wisconsin Real Estate Examining Board explaining those benefits. *See:* ____

The Firm and its agents may advertise the following concessions, incentives, or special financing offered by Seller: ____, which are in addition to and separate from any offer of compensation. See lines 82-95.

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

Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See lines 47-53 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.

OPT OUT OF MARKETING: Seller acknowledges that opting out of advertising or marketing may negatively impact the exposure of the Property and potential offers. A listing firm must market the property on one or more internet platforms or websites accessible to the general public and real estate licensees representing prospective buyers or tenants unless the Seller opts out. If Seller is opting out, Seller shall complete the WB-55 Public Marketing Opt-Out Agreement. If Seller completes the WB-55 Public Marketing Opt-Out Agreement, it is made part of this listing.

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

LISTING FIRM COMMISSION Seller and the Firm agree the Firm's commission shall be ______________________________
____
____
____.

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

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

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

■ 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.

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.

OFFER OF COMPENSATION State law prohibits real estate firms from paying compensation, excluding referral fees, to another firm. Seller may offer compensation to another firm as an incentive but is not obligated to do so.

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

NOTE: An offer of compensation, if any, is separate from the Listing Firm Commission at lines 54-81.

■ Seller (does) (does not) STRIKE ONE ("does not" if neither is stricken) offer compensation to another firm. If Seller is offering compensation to another firm, Seller shall state the terms: ______________________________
____
____.

■ Seller (does) (does not) STRIKE ONE ("does" if neither is stricken) authorize Firm to disclose Seller's offer of compensation, as described at lines 88-90.

NOTE: Consistent with Wis. Stat. § 452.19, any compensation to be paid to another firm by Seller must be documented in the offer to purchase or option to purchase.

NOTE: Seller acknowledges that an offer to purchase may include a request for Seller to compensate another firm.

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

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

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

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

DISCLOSURE TO CLIENTS

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

(a) The duty to provide brokerage services to you fairly and honestly.
(b) The duty to exercise reasonable skill and care in providing brokerage services to you.
(c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless disclosure of the information is prohibited by law.
(d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the information is prohibited by law. (See lines 242-245.)
(e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your confidential information or the confidential information of other parties. (See lines 178-195.)
(f) The duty to safeguard trust funds and other property the firm or its agents holds.
(g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and disadvantages of the proposals.

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

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

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

MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY

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

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

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

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

CHECK ONLY ONE OF THE THREE BELOW:

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

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

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

NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your

agency agreement the commission or fees that you may owe to your firm. If you have any questions about the commission or fees that you may owe based upon the type of agency relationship you select with your firm, you should ask your firm before signing the agency agreement.

SUBAGENCY

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

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

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

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

The following information is required to be disclosed by law:

1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 242-245).
2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on the property or real estate that is the subject of the transaction.

To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that information below (see lines 190-192). At a later time, you may also provide the Firm with other information you consider to be confidential.

CONFIDENTIAL INFORMATION: ____

____

____.

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

____

____.

COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION The parties agree that the Firm and its agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as subagents (other firms engaged by the Firm - see lines 168-172) and firms representing buyers. Cooperation includes providing access to the Property for showing purposes and presenting offers and other proposals from these firms to Seller. 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: ______________________

____

____.

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

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

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

DEFINITIONS

■ <u>ADVERSE FACT</u>: An "Adverse Fact" means any of the following:

(a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
   1) Significantly and adversely affecting the value of the Property;
   2) Significantly reducing the structural integrity of improvements to real estate; or
   3) Presenting a significant health risk to occupants of the Property.

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

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

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

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

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

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

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

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

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

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

1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property;
2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential terms upon which the buyer might acquire an interest in the Property; or
3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents deliver the buyer’s name to Seller, in writing, no later than three days after the earlier of expiration or termination (see lines 304-312) of the Listing. The requirement in 3), to deliver the buyer’s name to Seller in writing, may be fulfilled as follows:
    a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the individuals in the Listing; or,
    b) If the 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.

A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on behalf of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on lines 268-272.

EXTENSION OF LISTING The Listing term is extended for a period of one year as to any Protected Buyer. Upon receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for Protected Buyers, on the same terms, for one year after the Listing is terminated (see lines 304-312).

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

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

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

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

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

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

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

OPEN HOUSE AND SHOWING RESPONSIBILITIES Seller is aware that there is a potential risk of injury, damage and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional wrongdoing of the Firm or its agents. Seller acknowledges that individual showings and open houses may be conducted by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be present at all inspections and testing and may photograph or videotape Property unless otherwise provided for in additional provisions at lines 344-364 or in an addendum per lines 365-370.

TERMINATION OF LISTING Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm. Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller and the Firm agree that any termination of this Listing by either party before the date stated on line 372 shall be effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 321-343 and effective by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 321-343.

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

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

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Listing, delivery of documents and written notices to a party shall be effective only when accomplished by one of the methods specified at lines 324-343.

(1) Personal Delivery: giving the document or written notice personally to the party, or the party's recipient for delivery if named at line 326 or 327.

Seller's recipient for delivery (optional): ______________________________

Firm's recipient for delivery (optional): ______________________________

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

Seller: (________) ______________________ Firm: (_________) ______________________

☐ (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 326 or 327, for delivery to the party's delivery address at line 336 or 337.

☐ (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the party, or to the party's recipient for delivery if named at line 326 or 327, for delivery to the party's delivery address at line 336 or 337.

Delivery address for Seller: ______________________________

Delivery address for Firm: ______________________________

☐ (5) Email: electronically transmitting the document or written notice to the party's email address, if given below at line 342 or 343. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an email address below has first consented electronically as required by federal law.

Email address for Seller: ______________________________

Email address for Firm: ______________________________

ADDITIONAL PROVISIONS ______________________________

____.

ADDENDA The attached addenda ______________________________

______________________________ is/are made part of this Listing.

TERM OF THE CONTRACT From the ____________ day of ____________________, ________, up to the earlier of midnight of the ____________ day of ____________________, ________, or the conveyance of the entire Property.

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

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

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

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

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

(x)____ ______________
Seller's Signature ▲ Date ▲
Print Name Here ►

(x)____ ______________
Seller's Signature ▲ Date ▲
Print Name Here ►

(x)____ ______________
Seller's Signature ▲ Date ▲
Print Name Here ►

(x)____ ______________
Seller's Signature ▲ Date ▲
Print Name Here ►

Seller Entity Name (if any): ____

(x)____ ______________
Authorized Signature ▲ Date ▲
Print Name & Title Here ►

____
Firm Name ▲

(x)____ ______________
Agent's Signature ▲ Date ▲
Print Name Here ►

State of Wisconsin
Department of Safety & Professional Services

AGENDA REQUEST FORM

1) Name and Title of Person Submitting the Request: **Jennifer Lindsley, Council Member**	2) Date When Request Submitted: 07/13/2026 Items will be considered late if submitted after 4:30 p.m. and less than: ▪ 10 work days before the meeting for Medical Board ▪ 14 work days before the meeting for all others
3) Name of Board, Committee, Council, Sections: Real Estate Contractual Forms Advisory Council	

4) Meeting Date: **07/23/2026**	5) Attachments: ☒ Yes ☐ No	6) How should the item be titled on the agenda page? **2025 WI Act 69 Discussion and Consideration of Updates to Forms** Kim Moermond WB-1 Residential Listing Contract
7) Place Item in: ☒ Open Session ☐ Closed Session ☐ Both	8) Is an appearance before the Board being scheduled? ☐ Yes (Fill out Board Appearance Request) ☒ No	9) Name of Case Advisor(s), if required:

10) Describe the issue and action that should be addressed:

11) **Authorization**

Will Johnson 07/13/2026

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

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.

Revised 10/12

DEFINITIONS (in both Listing and Offer forms)

■ <u>OFFER OF COMPENSATION</u>: "Offer of Compensation" means an amount of compensation, offered as an as incentive, by Seller, to firms working with a Buyer Client or Buyer Customer, for bringing a buyer, subject to any terms set by Seller as performance standards for entitlement to receive said compensation offered, if any.

. . .

SELLER PAYMENT OF BUY-SIDE COMPENSATION **(Check only ONE if applicable)**

NOTE: Per sec. 452.19 Wis Stats., any applicable Offer of Compensation to be paid by Seller is to be documented in the executed offer to purchase.

☐ **BUYER AGENT FIRM COMPENSATION (CLIENT BUYER):** Seller agrees to pay to Buyer's Firm the amount of ______________________________ (e.g., dollar amount, % of purchase price, etc.) [% of purchase price if not otherwise specified], toward Buyer's Buyer Agency brokerage fees at closing. Payment made under this provision represents an economic adjustment only and does not create any agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party beneficiary of this contract. Any payment by Seller to Buyer's Buyer Agent Firm is an offset against any Seller Offer of Compensation, if any, applicable to Buyer's Buyer Agent Firm.

☐ **SELLER OFFER OF COMPENSATION (CUSTOMER BUYER):** Seller confirms payment to the firm working with the Customer Buyer in the amount of ______________________________ (e.g., dollar amount, % of purchase price, etc.) [% of purchase price if not otherwise specified], as earned Offer of Compensation from Seller. This provision may be used by a subagent or agent working with a Customer Buyer only in response to an Offer of Compensation and consistent with the duties owed by a subagent under Wis. Stat. Ch. 452.

NOTE: Any payment by Seller to Buyer's Firm at lines xxx-xxx or xxx-xxx is in satisfaction of, or an offset against, any Seller Offer of Compensation, if any, applicable to the receiving firm.

. . .

This Offer was drafted by [Licensee and Firm] ____

TO BE COMPLETED BY LICENSEE

Drafting Firm (is) (is not) STRIKE ONE ("is not" if neither is stricken) claiming entitlement to an Offer of Compensation by Seller.

NOTE: Claiming an Offer of Compensation was made does not necessarily mean entitlement to any Offer of Compensation.

. . .

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

(x) ____

Seller's Signature▲ Print Name Here► Date▲

(x) ____

Seller's Signature▲ Print Name Here► Date▲

TO BE COMPLETED BY SELLER

Seller represents Seller (did)(did not) STRIKE ONE ("did not" if neither is stricken) make an Offer of Compensation applicable to this Offer.

This Offer was presented to Seller by [Licensee and Firm] ______________________________________

______________________________ on ____________________ at __________ a.m./p.m.

This Offer is rejected __________ ______ This Offer is countered [See attached counter] __________ ______

Seller Initials▲ Date▲ Seller Initials▲ Date▲

State of Wisconsin
Department of Safety & Professional Services

AGENDA REQUEST FORM

1) Name and Title of Person Submitting the Request:	2) Date When Request Submitted: 07/15/2026
Jennifer Lindsley, Council Member	Items will be considered late if submitted after 4:30 p.m. and less than: ▪ 10 work days before the meeting for Medical Board ▪ 14 work days before the meeting for all others

3) Name of Board, Committee, Council, Sections: Real Estate Contractual Forms Advisory Council

4) Meeting Date:	5) Attachments:	6) How should the item be titled on the agenda page?
07/23/2026	☒ Yes ☐ No	**2025 WI Act 69 Discussion and Consideration of Updates to Forms** Tami McFarlane WB-1 Residential Listing Contract

7) Place Item in:	8) Is an appearance before the Board being scheduled?	9) Name of Case Advisor(s), if required:
☒ Open Session ☐ Closed Session ☐ Both	☐ Yes (Fill out Board Appearance Request) ☒ No	

10) Describe the issue and action that should be addressed:

11) Authorization

Will Johnson 07/15/2026

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

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.

Revised 10/12

OFFER OF COMPENSATION
State law prohibits real estate firms from paying compensation, excluding referral fees, to another firm. Seller may offer compensation to another firm as an incentive but is not obligated to do so.

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

NOTE: An offer of compensation, if any, is separate from the Listing Firm Commission at lines XX-XX.

■ Seller (does) (does not) STRIKE ONE ("does not" if neither is stricken) offer compensation to another firm or listing Firm working with buyers as clients or customers. If Seller is offering compensation to another firm (note strike), Seller shall state the terms:
____
____
____
____
____

CHECK BOXES THAT APPLY:

[ ] Listing Firm working with Buyers as Clients:____

[ ] Listing Firm working with Buyers as Customers (sub-agents):___________________________________

[ ] Other firms working with Buyers as Clients:____

[ ] Other firms working with Buyers as Customers (sub-agents):___________________________________

■ This compensation (e.g. dollar amount, % of purchase price, etc) is paid toward Buyer's brokerage fees at closing. Payment made under this provision represents an economic adjustment only and does not create any additional agency relationship between Buyer's firm and Seller, and the Parties agree Buyer's firm is a direct and intended third party beneficiary of this contract.

■ Seller (does) (does not) STRIKE ONE ("does" if neither is stricken) authorize Firm to disclose Seller's offer of compensation, as described at lines XX-XX.

____

*************If we decide not to have check boxes, then perhaps the extra two lines below.

- This compensation (e.g. dollar amount, % of purchase price, etc) is paid toward Buyer's brokerage fees at closing. Payment made under this provision represents an economic adjustment only and does not create any additional agency relationship between Buyer's firm and Seller, and the Parties agree Buyer's firm is a direct and intended third party beneficiary of this contract. This compensation can be provided to Firms working with buyers as sub-agents or buyers agents. This compensation shall also be offered to the listing Firm working with buyers as clients or customers.

WB-2 FARM LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

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

■ **PROPERTY DESCRIPTION:** Street address is: ____ ____ in Section ______________ in the ____________ of ________________________, County of ______________, Wisconsin. (Total acreage and breakdown of tillable, pasture or wood lot acreage, etc., may be stated at lines 358-386, or attached as an addendum per lines 387-392.) Insert additional description, if any, at lines 358-386 or attach as an addendum per lines 387-392.

■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, all Fixtures not excluded on lines 11-14, and the following items: ____ ____ ____.

■ **NOT INCLUDED IN LIST PRICE:** ____ ____ ____ ____.

CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the lessor. (See lines 233-252).

■ **LIST PRICE:** ____ Dollars ($ ______________).

■ **ZONING:** Seller represents that the property is zoned: ____.

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

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

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

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 listing firm representing the Seller 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; and,
(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.

Seller is aware of the benefits of marketing to increase exposure and attract interest from prospective buyers and of the consumer brochure created by the Wisconsin Real Estate Examining Board explaining those benefits. *See:* ____

The Firm and its agents may advertise the following concessions, incentives, or special financing offered by Seller: ____ ____ ________________________, which are in addition to and separate from any offer of compensation. See lines 92-105.

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

Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See lines 57-63 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.

OPT OUT OF MARKETING: Seller acknowledges that opting out of advertising or marketing may negatively impact the exposure of the Property and potential offers. A listing firm must market the property on one or more internet platforms or websites accessible to the general public and real estate licensees representing prospective buyers or tenants unless the Seller opts out. If Seller is opting out, Seller shall complete the WB-55 Public Marketing Opt-Out Agreement. If Seller completes the WB-55 Public Marketing Opt-Out Agreement, it is made part of this listing.

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

LISTING FIRM COMMISSION Seller and the Firm agree the Firm's commission shall be ______________________________
____
____
____.

■ <u>EARNED</u>: 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-12 Farm 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.

■ <u>DUE AND PAYABLE</u>: 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.

■ <u>CALCULATION</u>: 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.

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.

OFFER OF COMPENSATION State law prohibits real estate firms from paying compensation, excluding referral fees, to another firm. Seller may offer compensation to another firm as an incentive but is not obligated to do so.

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

NOTE: An offer of compensation, if any, is separate from the Listing Firm Commission at lines 64-91.

■ Seller (does) (does not) STRIKE ONE ("does not" if neither is stricken) offer compensation to another firm. If Seller is offering compensation to another firm, Seller shall state the terms: ______________________________
____
____.

■ Seller (does) (does not) STRIKE ONE ("does" if neither is stricken) authorize Firm to disclose Seller's offer of compensation, as described at lines 98-100.

NOTE: **Consistent with Wis. Stat. § 452.19, any compensation to be paid to another firm by Seller must be documented in the offer to purchase or option to purchase.**

NOTE: Seller acknowledges that an offer to purchase may include a request for Seller to compensate another firm.

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

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

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

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

DISCLOSURE TO CLIENTS

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

(a) The duty to provide brokerage services to you fairly and honestly.
(b) The duty to exercise reasonable skill and care in providing brokerage services to you.
(c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless disclosure of the information is prohibited by law.
(d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the information is prohibited by law. (See lines 253-256.)
(e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your confidential information or the confidential information of other parties. (See lines 186-202.)
(f) The duty to safeguard trust funds and other property the firm or its agents holds.
(g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and disadvantages of the proposals.

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

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

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

MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY

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

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

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

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

CHECK ONLY ONE OF THE THREE BELOW:

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

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

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

NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your agency agreement the commission or fees that you may owe to your firm. If you have any questions about the

commission or fees that you may owe based upon the type of agency relationship you select with your firm, you should ask your firm before signing the agency agreement.

SUBAGENCY

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

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

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

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

The following information is required to be disclosed by law:

1) Material adverse facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 253-256).
2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on the property or real estate that is the subject of the transaction.

To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that information below (see lines 198-199). At a later time, you may also provide the Firm with other information you consider to be confidential.

CONFIDENTIAL INFORMATION: ____

____.

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

____

____.

COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION The parties agree that the Firm and its agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as subagents (other firms engaged by the Firm - see lines 176-180) and firms representing buyers. Cooperation includes providing access to the Property for showing purposes and presenting offers and other proposals from these firms to Seller. 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: ______________________________

____.

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

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

The following other buyers ____

____________________________ are excluded from this Listing until ___________________________ [INSERT DATE]. These other buyers are no longer excluded from this Listing after the specified date unless, on or before the specified date, Seller has either accepted a written offer from the buyer or sold the Property to the buyer.

DEFINITIONS

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

(a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
   1) Significantly and adversely affecting the value of the Property;
   2) Significantly reducing the structural integrity of improvements to real estate; or
   3) Presenting a significant health risk to occupants of the Property.

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

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

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

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

■ FIXTURE: A “Fixture” is defined as an item of property which is physically attached to or so closely associated with land, buildings or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters and available remotes; central heating and cooling units and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas and satellite dishes (but not the component parts); audio/visual wall mounting brackets (but not the audio/visual equipment); garage door opener and available remote(s); installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans and any remote(s) if required for operating; fences; in-ground pet containment systems including receiver components; storage buildings on permanent foundations and docks/piers on permanent foundations; perennial crops; perennial plants; in-ground and aboveground crop irrigation systems; ventilating fans; barn cleaners; silo unloaders; augers; feeding equipment; bulk tanks and refrigeration systems; pipeline milking systems; vacuum lines; vacuum pumps and attached motors; and aboveground and underground fuel tanks.

CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water treatment systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 11-14 and in the offer to purchase. Address annual and perennial crops, livestock, rented fixtures not owned by Seller, fixtures owned by Seller but which will not be included in the list price (e.g., irrigation systems) and equipment which may be personal property but will be included in the list price. Annual crops are not part of the purchase price unless otherwise agreed.

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

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

■ PROPERTY: Unless otherwise stated, “Property” means the real estate described at lines 2-6.

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

1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property;
2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential terms upon which the buyer might acquire an interest in the Property; or
3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents deliver the buyer’s name to Seller, in writing, no later than three days after the earlier of expiration or termination (see lines 319-327) of the Listing. The requirement in 3), to deliver the buyer’s name to Seller in writing, may be fulfilled as follows:
   a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the individuals in the Listing; or,
   b) If the 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.

A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on behalf of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on lines 280-284.

EXTENSION OF LISTING The Listing term is extended for a period of one year as to any Protected Buyer. Upon receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for Protected Buyers, on the same terms, for one year after the Listing is terminated (see lines 319-327).

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

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

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

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

SELLER REPRESENTATIONS REGARDING DEFECTS Seller represents to the Firm that as of the date of this Listing, Seller has no notice or knowledge of any Defects affecting the Property other than those noted on the real estate condition report.
WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR DAMAGES AND COSTS.

OPEN HOUSE AND SHOWING RESPONSIBILITIES Seller is aware that there is a potential risk of injury, damage and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional wrongdoing of the Firm or its agents. Seller acknowledges that individual showings and open houses may be conducted by licensees other than the Firm, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be present at all inspections and testing and may photograph or videotape Property unless otherwise provided for in additional provisions at lines 358-386 or in an addendum per lines 387-392.

TERMINATION OF LISTING Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm. Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller and the Firm agree that any termination of this Listing by either party before the date stated on line 394 shall be effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 336-357 and effective by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 336-357.
CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to potentially be liable for damages.

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

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Listing, delivery of documents and written notices to a party shall be effective only when accomplished by one of the methods specified at lines 338-357.
(1) Personal Delivery: giving the document or written notice personally to the party, or the party's recipient for delivery if named at line 340 or 341.
Seller's recipient for delivery (optional): ______________________________
Firm's recipient for delivery (optional): ______________________________
☐ (2) Fax: fax transmission of the document or written notice to the following telephone number:
Seller: (________) ______________________ Firm: (_________) ______________________
☐ (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 340 or 341 for delivery to the party's delivery address at line 350 or 351.
☐ (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the party, or to the party's recipient for delivery if named at line 340 or 341 for delivery to the party's delivery address at line 350 or 351.
Delivery address for Seller: ______________________________
Delivery address for Firm: ______________________________
☐ (5) Email: electronically transmitting the document or written notice to the party's email address, if given below at line 356 or 357. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an email address below has first consented electronically as required by federal law.
Email address for Seller: ______________________________
Email address for Firm: ______________________________

ADDITIONAL PROVISIONS ______________________________

ADDENDA The attached addenda ______________________________
______________________________ is/are made part of this Listing.

TERM OF THE CONTRACT From the ____________ day of ______________________, __________, up to the earlier of midnight of the ____________ day of ______________________, __________, or the conveyance of the entire Property.

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

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

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

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

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

(x)____ ____________________
Seller's Signature ▲ Date ▲
Print Name Here ▶

(x)____ ____________________
Seller's Signature ▲ Date ▲
Print Name Here ▶

(x)____ ____________________
Seller's Signature ▲ Date ▲
Print Name Here ▶

(x)____ ____________________
Seller's Signature ▲ Date ▲
Print Name Here ▶

Seller Entity Name (if any): ____

(x)____ ____________________
Authorized Signature ▲ Date ▲
Print Name & Title Here ▶

____
Firm Name ▲

(x)____ ____________________
Agent's Signature ▲ Date ▲
Print Name Here ▶

WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

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

■ **PROPERTY DESCRIPTION:** Street address is: ______________________________ in Section ____________ in the ______________ of ________________________, County of ______________, Wisconsin. Insert additional description, if any, at lines 352-379 or attach as an addendum per lines 380-385.

■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, Fixtures not excluded on lines 9-10, and the following items: ____.

■ **NOT INCLUDED IN LIST PRICE:** ____.

CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the lessor. (See lines 244-249).

■ **LIST PRICE:** ______________________________________ Dollars ($ ______________).

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 6-8 during the term of this Listing. The marketing may include: ____.

The listing firm representing the Seller 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; and,

(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.

Seller is aware of the benefits of marketing to increase exposure and attract interest from prospective buyers and of the consumer brochure created by the Wisconsin Real Estate Examining Board explaining those benefits. *See*: ____

The Firm and its agents may advertise the following concessions, incentives, or special financing offered by Seller: ____, which are in addition to and separate from any offer of compensation. See lines 97-110.

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

Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See lines 45-51 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.

OPT OUT OF MARKETING: Seller acknowledges that opting out of advertising or marketing may negatively impact the exposure of the Property and potential offers. A listing firm must market the property on one or more internet platforms or websites accessible to the general public and real estate licensees representing prospective buyers or tenants unless the Seller opts out. If Seller is opting out, Seller shall complete the WB-55 Public Marketing Opt-Out Agreement. If Seller completes the WB-55 Public Marketing Opt-Out Agreement, it is made part of this listing.

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

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

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

■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments: ____.

■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is subject to the following special zoning, land use, development restrictions or other conditions affecting the Property: ____.

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

■ **ZONING:** Seller represents that the property is zoned: ______________________________.

■ **UTILITY CONNECTIONS:** Seller represents that the locations of the following utility connections are as follows: (e.g., at the lot line, on the property, across the street, unknown, unavailable, etc.): electricity ____________________; gas ____________________; municipal sewer ____________________; municipal water ____________________; telephone ____________________; cable ____________________; other ____________________.

LISTING FIRM COMMISSION Seller and the Firm agree the Firm's commission shall be ____ ____ ____.

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

1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
5) A ready, willing and able buyer submits a bona fide written offer to Seller or Firm for the Property at, or above, the list price and on substantially the same terms set forth in this Listing and the current WB-13 Vacant Land 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.

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.

OFFER OF COMPENSATION State law prohibits real estate firms from paying compensation, excluding referral fees, to another firm. Seller may offer compensation to another firm as an incentive but is not obligated to do so.

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

NOTE: An offer of compensation, if any, is separate from the Listing Firm Commission at lines 69-96.

■ Seller (does) (does not) STRIKE ONE ("does not" if neither is stricken) offer compensation to another firm. If Seller is offering compensation to another firm, Seller shall state the terms: ____ ____ ____.

■ Seller (does) (does not) STRIKE ONE ("does" if neither is stricken) authorize Firm to disclose Seller's offer of compensation, as described at lines 103-105.

NOTE: Consistent with Wis. Stat. § 452.19, any compensation to be paid to another firm by Seller must be documented in the offer to purchase or option to purchase.

NOTE: Seller acknowledges that an offer to purchase may include a request for Seller to compensate another firm.

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

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

DISPUTE RESOLUTION The Parties understand that if there is a dispute about this Listing or an alleged breach, and the Parties cannot resolve the dispute by mutual agreement, the Parties may consider alternative dispute resolution instead of judicial resolution in court. Alternative dispute resolution may include mediation and binding arbitration. Should the Parties desire to submit any potential dispute to alternative dispute resolution, it is recommended that the Parties add such in Additional Provisions or in an Addendum.
NOTE: Wis. Stat. § 452.142 places a time limit on the commencement of legal actions arising out of this Listing.

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

DISCLOSURE TO CLIENTS

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

(a) The duty to provide brokerage services to you fairly and honestly.
(b) The duty to exercise reasonable skill and care in providing brokerage services to you.
(c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless disclosure of the information is prohibited by law.
(d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the information is prohibited by law. (See lines 250-253.)
(e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your confidential information or the confidential information of other parties. (See lines 196-212.)
(f) The duty to safeguard trust funds and other property the firm or its agents holds.
(g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and disadvantages of the proposals.

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

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

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

MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY

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

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

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

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

CHECK ONLY ONE OF THE THREE BELOW:

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

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

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

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

SUBAGENCY

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

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

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

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

The following information is required to be disclosed by law:

1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 250-253).
2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on the property or real estate that is the subject of the transaction.

To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that information below (see lines 208-210). At a later time, you may also provide the Firm with other information you consider to be confidential.

CONFIDENTIAL INFORMATION: ____

____

____.

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

____.

COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION The parties agree that the Firm and its agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as subagents (other firms engaged by the Firm - see lines 186-190) and firms representing buyers. Cooperation includes providing access to the Property for showing purposes and presenting offers and other proposals from these firms to Seller. 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: ______________________________

____

____.

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

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

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

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

DEFINITIONS

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

a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
   1) Significantly and adversely affecting the value of the Property;
   2) Significantly reducing the structural integrity of improvements to real estate; or
   3) Presenting a significant health risk to occupants of the Property.

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

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

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

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

■ FIXTURE: A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings on permanent foundations and docks/piers on permanent foundations.

CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.

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

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

■ PROPERTY: Unless otherwise stated, "Property" means all property included in the list price as described on lines 2-4.

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

1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property during the term of this Listing;
2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential terms upon which the buyer might acquire an interest in the Property; or
3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines 313-321) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:
   a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the individuals in the Listing; or,
   b) If the 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.

A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on behalf of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on lines 277-281.

EXTENSION OF LISTING The Listing term is extended for a period of one year as to any Protected Buyer. Upon receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 313-321).

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

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

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

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

SELLER REPRESENTATIONS REGARDING DEFECTS Seller represents to the Firm that as of the date of this Listing, Seller has no notice or knowledge of any Defects affecting the Property other than those noted on the vacant land disclosure report.
WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR DAMAGES AND COSTS.

OPEN HOUSE AND SHOWING RESPONSIBILITIES Seller is aware that there is a potential risk of injury, damage and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional wrongdoing of the Firm and its agents. Seller acknowledges that individual showings and open houses may be conducted by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be present at all inspections and testing and may photograph or videotape Property unless otherwise provided for in additional provisions at lines 352-379 or in an addendum per lines 380-385.

TERMINATION OF LISTING Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm. Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller and the Firm agree that any termination of this Listing by either party before the date stated on line 387 shall be effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 330-351 and effective by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 330-351.
CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to potentially be liable for damages.

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

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Listing, delivery of documents and written notices to a party shall be effective only when accomplished by one of the methods specified at lines 332-351.

(1) Personal Delivery: giving the document or written notice personally to the party, or the party's recipient for delivery if named at line 334 or 335.

Seller's recipient for delivery (optional): ____

Firm's recipient for delivery (optional): ____

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

Seller: (_________) ________________________________ Firm: (_________) ________________________________

☐ (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 334 or 335, for delivery to the party's delivery address at line 344 or 345.

☐ (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the party, or to the party's recipient for delivery if named at line 334 or 335 for delivery to the party's delivery address at line 344 or 345.

Delivery address for Seller: ____

Delivery address for Firm: ____

☐ (5) Email: electronically transmitting the document or written notice to the party's email address, if given below at line 350 or 351. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an email address below has first consented electronically as required by federal law.

Email address for Seller: ____

Email address for Firm: ____

ADDITIONAL PROVISIONS ____

ADDENDA The attached addenda ____

____ is/are made part of this Listing.

TERM OF THE CONTRACT From the _______________ day of ___________________________, _________, up to the earlier of midnight of the _____________ day of _________________________, ________, or the conveyance of the entire Property.

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

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

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

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

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

(x)____ ________________
Seller's Signature ▲ Date ▲
Print Name Here ►

(x)____ ________________
Seller's Signature ▲ Date ▲
Print Name Here ►

(x)____ ________________
Seller's Signature ▲ Date ▲
Print Name Here ►

(x)____ ________________
Seller's Signature ▲ Date ▲
Print Name Here ►

Seller Entity Name (if any): ____

(x)____ ________________
Authorized Signature ▲ Date ▲
Print Name & Title Here ►

____
Firm Name ▲

(x)____ ________________
Agent's Signature ▲ Date ▲
Print Name Here ►

WB-4 RESIDENTIAL CONDOMINIUM LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

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

■ **PROPERTY DESCRIPTION:** Street address of the Unit is: ______________________________ ______________________________ in the ______________ of ____________________, County of ______________________, Wisconsin, particularly described as Unit: __________ (Building __________) of ____ Condominium; Seller's interest in the common elements appurtenant to the Unit, together with and subject to the rights, interests, obligations and limitations as set forth in the declaration and condominium plat (and all amendments to them) creating the Condominium, which altogether constitute the Property. Insert additional description, if any, at lines 406-432 or attach as an addendum per lines 433-438.

■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, Seller's interests in any common surplus and reserves of the Condominium allocated to the Property, Fixtures not excluded on lines 13-15, and the following items**:** ____.
____.

■ **NOT INCLUDED IN LIST PRICE:** ____
____
____.

CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the lessor. (See lines 222-236).

■ **LIST PRICE:** ____ Dollars ($ ________________).

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 11-12 during the term of this Listing. The marketing may include: ____
____
____.

The listing firm representing the Seller 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; and,
(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.

Seller is aware of the benefits of marketing to increase exposure and attract interest from prospective buyers and of the consumer brochure created by the Wisconsin Real Estate Examining Board explaining those benefits. *See*:
____

The Firm and its agents may advertise the following concessions, incentives, or special financing offered by Seller:
____
____
________________________, which are in addition to and separate from any offer of compensation. See lines 86-99.

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

Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See lines 282-301 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.

OPT OUT OF MARKETING: Seller acknowledges that opting out of advertising or marketing may negatively impact the exposure of the Property and potential offers. A listing firm must market the property on one or more internet platforms or websites accessible to the general public and real estate licensees representing prospective buyers or tenants unless the Seller opts out. If Seller is opting out, Seller shall complete the WB-55 Public Marketing Opt-Out Agreement. If Seller completes the WB-55 Public Marketing Opt-Out Agreement, it is made part of this listing.

■ **LIMITED COMMON ELEMENTS:** The limited common elements assigned to the Unit include: ________________ ____. See condominium declaration for complete list.
■ **STORAGE:** A storage unit (is) (is not) STRIKE ONE included in the List Price; storage unit number: ______________.
■ **PARKING:** The parking is____ ____. The parking fee is $_____________.
■ **ASSOCIATION FEE:** The association fee for the Property is $______________ per ______________________.
■ **RIGHT OF FIRST REFUSAL:** The condominium association (does) (does not) STRIKE ONE have a right of first refusal on the Property.

LISTING FIRM COMMISSION Seller and the Firm agree the Firm's commission shall be_________________________
____
____
____.

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

1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
5) A ready, willing and able buyer submits a bona fide written offer to Seller or Firm for the Property at, or above, the list price and on substantially the same terms set forth in this Listing and the current WB-14 Residential Condominium 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.
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.

OFFER OF COMPENSATION State law prohibits real estate firms from paying compensation, excluding referral fees, to another firm. Seller may offer compensation to another firm as an incentive but is not obligated to do so.
There is no standard offer of compensation. Offers of compensation, if any, are not set by law and are fully negotiable.
NOTE: An offer of compensation, if any, is separate from the Listing Firm Commission at lines 58-85.

■ Seller (does) (does not) STRIKE ONE ("does not" if neither is stricken) offer compensation to another firm. If Seller is offering compensation to another firm, Seller shall state the terms:_____________________________________
____
____.

■ Seller (does) (does not) STRIKE ONE ("does" if neither is stricken) authorize Firm to disclose Seller's offer of compensation, as described at lines 92-94.

NOTE: Consistent with Wis. Stat. § 452.19, any compensation to be paid to another firm by Seller must be documented in the offer to purchase or option to purchase.
NOTE: Seller acknowledges that an offer to purchase may include a request for Seller to compensate another firm.

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

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

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

DISCLOSURE TO CLIENTS

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

(a) The duty to provide brokerage services to you fairly and honestly.
(b) The duty to exercise reasonable skill and care in providing brokerage services to you.
(c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless disclosure of the information is prohibited by law.
(d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the information is prohibited by law. (See lines 237-240.)
(e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your confidential information or the confidential information of other parties. (See lines 176-191.)
(f) The duty to safeguard trust funds and other property the firm or its agents holds.
(g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and disadvantages of the proposals.

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

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

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

MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY

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

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

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

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

CHECK ONLY ONE OF THE THREE BELOW:

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

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

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

NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your

agency agreement the commission or fees that you may owe to your firm. If you have any questions about the commission or fees that you may owe based upon the type of agency relationship you select with your firm, you should ask your firm before signing the agency agreement.

SUBAGENCY

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

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

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

■ **CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to the Firm and its agents in confidence, or any information obtained by the Firm and its agents that a reasonable person would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to disclose particular information. The Firm and its agents shall continue to keep the information confidential after the Firm is no longer providing brokerage services to you.
The following information is required to be disclosed by law:
1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (lines 237-240).
2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on the property or real estate that is the subject of the transaction.

To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that information below (see lines 188-189). At a later time, you may also provide the Firm with other information you consider to be confidential.

CONFIDENTIAL INFORMATION: ____
____.

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

COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION The parties agree that the Firm and its agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as subagents (other firms engaged by the Firm - see lines 166-170) and firms representing buyers. Cooperation includes providing access to the Property for showing purposes and presenting offers and other proposals from these firms to Seller. 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: ________________________
____.

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

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

The following other buyers ____
__________________________ are excluded from this Listing until ___________________________ [INSERT DATE]. These other buyers are no longer excluded from this Listing after the specified date unless, on or before the specified date, Seller has either accepted an offer from the buyer or sold the Property to the buyer.

DEFINITIONS

■ <u>ADVERSE FACT</u>: An "Adverse Fact" means any of the following:
(a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
1) Significantly and adversely affecting the value of the Property;
2) Significantly reducing the structural integrity of improvements to real estate; or
3) Presenting a significant health risk to occupants of the Property.
(b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a contract or agreement made concerning the transaction.

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

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

■ <u>FIRM</u>: "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

■ FIXTURE: A “Fixture” is defined as an item of property which is physically attached to or so closely associated with land, buildings or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters and available remotes; central heating and cooling units and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas and satellite dishes (but not the component parts); audio/visual wall mounting brackets (but not the audio/visual equipment); garage door opener and available remote(s); installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans and any remote(s) if required for operating; fences; in-ground pet containment systems including receiver components; storage buildings on permanent foundations and docks/piers on permanent foundations.
CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water treatment systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 13-15 and in the offer to purchase.
■ MATERIAL ADVERSE FACT: A "material adverse fact" means an adverse fact that a party indicates is of such significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's decision about the terms of such a contract or agreement.
■ PERSON ACTING ON BEHALF OF BUYER: "Person Acting on Behalf of Buyer" shall mean any person joined in interest with buyer, or otherwise acting on behalf of buyer, including but not limited to buyer's immediate family, agents, employees, directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all corporations, partnerships, limited liability companies, trusts or other entities created or controlled by, affiliated with or owned by buyer, in whole or in part whether created before or after expiration of this Listing.
■ PROPERTY: Unless otherwise stated, “Property“ means all property included in the list price as described on lines 2-8.
■ PROTECTED BUYER: Means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term of this Listing:

1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property;
2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential terms upon which the buyer might acquire an interest in the Property; or
3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents deliver the buyer’s name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines 366-374) of the Listing. The requirement in 3), to deliver the buyer’s name to Seller in writing, may be fulfilled as follows:
   a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the individuals in the Listing; or,
   b) If the 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.

A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on behalf of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on lines 262-266.

EXTENSION OF LISTING The Listing term is extended for a period of one year as to any Protected Buyer. Upon receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 366-374).

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

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

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

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

SELLER COOPERATION WITH MARKETING EFFORTS Seller agrees to cooperate with the Firm in the Firm's marketing efforts and to provide the Firm with all records, documents and other material in Seller's possession or control which are required in connection with the sale, including, but not limited to, copies of the condominium association's condominium disclosure materials as described in lines 302-339. In addition, the Buyer may also request the following:

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

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

CONDOMINIUM DISCLOSURE MATERIALS Seller agrees to provide buyers with complete, current and accurate copies of the condominium disclosure materials required by Wis. Stat. § 703.33. Seller is required to provide buyers with the condominium disclosure materials within 10 days of acceptance of the offer, but no later than 15 days prior to closing. Seller is responsible, at Seller's expense (see Wis. Stat. § 703.20(2)), to obtain all required condominium disclosure materials (see lines 311-339 below) and condominium documents which may be requested by a buyer in the terms of an offer, (see lines 286-297 above) and to obtain and promptly provide the buyer with any amendments or updates to the condominium disclosure materials arising before closing.

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

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

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

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

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

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

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

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

OPEN HOUSE AND SHOWING RESPONSIBILITIES Seller is aware that there is a potential risk of injury, damage and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional wrongdoing of the Firm and its agents. Seller acknowledges that individual showings and open houses may be conducted by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be present at all inspections and testing and may photograph or videotape Property unless otherwise provided for in additional provisions at lines 406-432 or in an addendum per lines 433-438.

TERMINATION OF LISTING Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm. Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller and the Firm agree that any termination of this Listing by either party before the date stated on line 440 shall be effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 383-405 and effective by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 383-405.

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

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

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Listing, delivery of documents and written notices to a party shall be effective only when accomplished by one of the methods specified at lines 386-405.

(1) Personal Delivery: giving the document or written notice personally to the party, or the party's recipient for delivery if named at line 388 or 389.

Seller's recipient for delivery (optional): ______________________________

Firm's recipient for delivery (optional): ______________________________

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

Seller: (_______) ____________________ Firm: (_______) ____________________

☐ (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 388 or 389, for delivery to the party's delivery address at line 398 or 399.

☐ (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the party, or to the party's recipient for delivery if named at line 388 or 389 for delivery to the party's delivery address at line 398 or 399.

Delivery address for Seller: ______________________________

Delivery address for Firm: ______________________________

☐ (5) Email: electronically transmitting the document or written notice to the party's email address, if given below at line 404 or 405. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an email address below has first consented electronically as required by federal law.

Email address for Seller: ______________________________

Email address for Firm: ______________________________

ADDITIONAL PROVISIONS ______________________________

ADDENDA The attached addenda ______________________________

______________________________ is/are made part of this Listing.

TERM OF THE CONTRACT From the __________ day of ____________________, __________, up to the earlier of midnight of the __________ day of ____________________, __________, or the conveyance of the entire Property.

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

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

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

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

BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND THAT HE/SHE HAS READ ALL 9 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS INCORPORATED INTO THE LISTING.

(x)____ ____________________
Seller's Signature ▲ Date ▲
Print Name Here ►

(x)____ ____________________
Seller's Signature ▲ Date ▲
Print Name Here ►

(x)____ ____________________
Seller's Signature ▲ Date ▲
Print Name Here ►

(x)____ ____________________
Seller's Signature ▲ Date ▲
Print Name Here ►

Seller Entity Name (if any): ____

(x)____ ____________________
Authorized Signature ▲ Date ▲
Print Name & Title Here ►

____
Firm Name ▲

(x)____ ____________________
Agent's Signature ▲ Date ▲
Print Name Here ►

WB-55 PUBLIC MARKETING OPT-OUT AGREEMENT

It is agreed that the Listing Contract dated ______________________________ for the property located at: ____ in the __________________ of __________________, County of ____________________________, Wisconsin, includes this WB-55 Public Marketing Opt-Out Agreement.

By initialing this Agreement, Seller elects to opt out of advertising or marketing the property to the public, including but not limited to, advertising or marketing on one or more internet platforms accessible to the general public; flyers displayed in windows, yard signs, brokerage website displays, social media; digital communications marketing, including email blasts; and multi-brokerage listing sharing networks.

OPT-OUT DISCLOSURE

■ Seller acknowledges that opting out of advertising or marketing the property to the public may have the following consequences:

(a) Real estate licensees and prospective buyers or tenants may not be aware that the owner's property is available for sale or lease.
(b) The owner's property will not appear on internet platforms or websites that are used by the general public to search for property listings.
(c) 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.
(d) 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.

■ Seller acknowledges the opt-out disclosure at lines 9-19 and the Wisconsin Real Estate Examining Board consumer brochure regarding the benefits of publicly marketing a property to increase exposure and attract prospective buyers or tenants. *See*: --.

(x)____ (x)____
Seller's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲
(x)____ (x)____
Seller's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲

Seller's reason for opting out of public marketing or advertising:____
____.

■ Seller's reason for opting out (shall) (shall not) STRIKE ONE ("shall" if neither is stricken) remain confidential.

■ Seller acknowledges that if Seller later elects to permit advertising or marketing of the property to the public, including but not limited to advertising or marketing on one or more internet platforms accessible to the general public; flyers displayed in windows, yard signs, brokerage website displays, social media; digital communications marketing, including email blasts; and multi-brokerage listing sharing networks, Seller must execute a WB-42 Amendment to Listing Contract modifying this election.

CAUTION: If public marketing of the property is initiated while this Agreement remains in effect, such marketing may trigger submission, posting, or publication requirements under applicable multiple listing service rules or other listing advertising networks or platforms.

BY SIGNING BELOW, SELLER CONFIRMS THIS ELECTION TO OPT OUT OF PUBLIC MARKETING AND ACKNOWLEDGES THE POTENTIAL CONSEQUENCES OF REDUCED MARKET EXPOSURE.

(x)____ (x)____
Seller's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲
Print Name ► Print Name ►

(x)____ (x)____
Seller's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲
Print Name ► Print Name ►

(x)____
Agent's Signature ▲ Firm Name ▲ Date ▲
Print Name ►

WB-36 BUYER AGENCY AGREEMENT

■ **EXCLUSIVE AUTHORITY TO ACT AS BUYER'S AGENT:** Buyer gives the Firm and its agents the exclusive right to act as Buyer's Agent to Locate an Interest in Property and to Negotiate the Acquisition of an Interest in Property for Buyer, except as excluded under lines 10-29. Buyer agrees that during the term of this Agreement, Buyer will not enter into any other agreements to retain any other buyer's agent(s), except for the excluded properties described in lines 10-29.

■ **PURCHASE PRICE RANGE:** ____________________

The purchase price range provides initial search parameters, but the Firm's authority under this Agreement extends to all property within the state of Wisconsin except for those properties excluded as Excluded Properties on lines 10-14 and applies to any properties under Excluded Properties Subject to a Prior Agreement on lines 15-24 and under Limited Exclusion Properties on lines 25-29, after the applicable time for the exclusion has ended.

■ **EXCLUDED PROPERTIES:** Identify any specific properties or limitations on the scope of this Agreement, including geographic limitations or limitations on types of properties included under this Agreement, by excluding the following from this Agreement: ____________________

____

____________________.

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

____

____________________.

CAUTION: If Buyer does not want this Agreement to apply to properties subject to a prior agency agreement, Buyer should identify such properties on lines 17-19. Buyer's failure to exclude from this Agreement a property protected under a prior buyer agency agreement(s) may result in Buyer owing commissions under each buyer agency agreement. Buyer should consult prior firm(s) or Buyer's legal counsel regarding obligations under any prior buyer agency agreement.

■ **LIMITED EXCLUSION PROPERTIES:** The following properties are excluded from this Agreement until ____________ ________________ [Insert Date]: ____________________

____

____________________. Insert additional addresses, descriptions, or date limitations, if any, at lines 275-288 or attach as an addendum per lines 289-290.

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

COMMISSION*:* Buyer and the Firm agree the Firm's commission shall be ____________________

____

____________________.

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

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

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

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

■ OTHER COMPENSATION: ____________________

____________________.

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

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

■ PAYMENT BY OWNER: The Firm is hereby authorized to seek payment of commission from the owner (e.g., seller) provided that all parties to the transaction give prior written consent. Buyer shall pay the Firm's compensation, reduced by any amounts the Firm receives from the owner.

CAUTION: If Buyer has contact, or has had previous contact with an owner, a firm or its agents in locating and/or negotiating the acquisition of an Interest in Property and Buyer's contact with those parties results in

the Firm not collecting full compensation under this Agreement from the owner or another source, Buyer shall be responsible to pay any uncollected amount.
NOTE: There is no standard market commission rate. Commissions are not set by law and are fully negotiable. Commissions and types of service may vary based on the firm you hire. The Firm cannot receive compensation for brokerage services from any source that exceeds the amount or rate agreed to in this Agreement.

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

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

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

DISCLOSURE TO CLIENTS

Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe certain duties to all parties to a transaction:
(a) The duty to provide brokerage services to you fairly and honestly.
(b) The duty to exercise reasonable skill and care in providing brokerage services to you.
(c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless disclosure of the information is prohibited by law.
(d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the information is prohibited by law. (See lines 204-207.)
(e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your confidential information or the confidential information of other parties. (See lines 148-167.)
(f) The duty to safeguard trust funds and other property, the firm or its agents holds.
(g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and disadvantages of the proposals.

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

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

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

MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY

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

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

Each client will be able to receive information, opinions, and advice that will assist the client, even if the information, opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal any of your confidential information to another party unless required to do so by law.

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

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

CHECK ONLY ONE OF THE THREE BELOW:

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

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

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

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

SUBAGENCY

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

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

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

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

The following information is required to be disclosed by law:

1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes. (See lines 204-207).
2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on the property or real estate that is the subject of the transaction.

To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that information below (see lines 160-162). At a later time, you may also provide the Firm with other information you consider to be confidential.

CONFIDENTIAL INFORMATION: ____

____

____.

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

____

____.

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

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

DISPUTE RESOLUTION The Parties understand that if there is a dispute about this Agreement or an alleged breach, and the Parties cannot resolve the dispute by mutual agreement, the Parties may consider alternative dispute resolution instead of judicial resolution in court. Alternative dispute resolution may include mediation and binding arbitration. Should the Parties desire to submit any potential dispute to alternative dispute resolution, it is recommended that the Parties add such in Additional Provisions or in an Addendum.
NOTE: Wis. Stat. § 452.142 places a time limit on the commencement of legal actions arising out of this Agreement.

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

DEFINITIONS

■ ADVERSE FACT: An "Adverse Fact" means any of the following:
(a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
1) Significantly and adversely affecting the value of the Property;
2) Significantly reducing the structural integrity of improvements to real estate; or
3) Presenting a significant health risk to occupants of the Property.
(b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a contract or agreement made concerning the transaction.

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

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

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

■ INTEREST IN PROPERTY: "Interest in Property" means a purchase, option, exchange or other acquisition interest in Property unless specifically excluded at lines 10-29 or in additional provisions (lines 275-288) or elsewhere in this Agreement.

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

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

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

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

■ PROPERTY: “Property” means real property located within the state of Wisconsin.

■ PROTECTED PROPERTY: “Protected Property” means any Property that during the term of this Agreement is:
1) The subject of a written proposal by Buyer, or Person Acting on Behalf of Buyer, submitted to the Property owner or owner’s agent;
2) Viewed by Buyer, or Person Acting on Behalf of Buyer, with the owner or owner’s agent, or directly negotiated for by Buyer, or Person Acting on Behalf of Buyer. Direct negotiation means communicating with the owner or owner’s agent regarding any potential terms on which Buyer might acquire an Interest in Property; or
3) Located or negotiated for by the Firm or its agents, but only if the Firm or its agents deliver the description of the Property to Buyer, in writing, no later than three days after the earlier of expiration or termination (lines 237-245) of this Agreement. No written notice shall be required if the Buyer viewed the Property with the Firm or its agents.

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

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

TERMINATION OF AGREEMENT Neither Buyer nor the Firm has the legal right to unilaterally terminate this Agreement absent a material breach of contract by the other party. Buyer understands that the parties to this Agreement are Buyer and the Firm. Agents for the Firm do not have the authority to enter into a mutual agreement to terminate this Agreement, amend the compensation terms or shorten the term of this Agreement, without the written consent of the agent(s)' supervising broker. Buyer and the Firm agree that any termination of this Agreement by either party before the date stated on line 292 shall be effective by Buyer only if stated in writing and delivered to the Firm in accordance with lines 252-274 and effective by the Firm only if stated in writing by the supervising broker and delivered to Buyer in accordance with lines 252-274. **CAUTION: Early termination of this Agreement may be a breach of contract, causing the terminating party to potentially be liable for damages.**

EXTENSION OF AGREEMENT TERM The Agreement term is extended for a period of one year as to any Protected Property under this Agreement. Upon receipt of written request from Buyer or a firm that has a new buyer agency agreement with Buyer, the Firm agrees to promptly deliver to Buyer a written list of those Protected Properties known by the Firm and its agents to which the extension period applies. Should this Agreement be terminated by Buyer prior to the expiration of the term stated in this Agreement, this Agreement shall be extended for Protected Properties, on the same terms, for one year after the Agreement is terminated (lines 237-245).

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Agreement, delivery of documents and written notices to a party shall be effective only when accomplished by one of the methods specified at lines 255-274.

(1) Personal Delivery: giving the document or written notice personally to the party, or the party's recipient for delivery if named at line 257 or 258.

Buyer's recipient for delivery (optional): ______________________________

Firm's recipient for delivery (optional): ______________________________

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

Buyer: (________) ______________________ Firm: (________) ______________________

☐ (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 257 or 258, for delivery to the party's delivery address at line 267 or 268.

☐ (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the party, or to the party's recipient for delivery if named at line 257 or 258, for delivery to the party's delivery address at line 267 or 268.

Delivery address for Buyer: ______________________________

Delivery address for Firm: ______________________________

☐ (5) Email: electronically transmitting the document or written notice to the party's email address, if given below at line 273 or 274. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an email address below has first consented electronically as required by federal law.

Email address for Buyer: ______________________________

Email address for Firm: ______________________________

ADDITIONAL PROVISIONS ______________________________

ADDENDA The attached ______________________________ is/are made a part of this Agreement.

TERM OF THE AGREEMENT From the ________________ day of ____________________, __________ up to and including midnight of the ______________________ day of ______________________, __________. Notwithstanding lines 291-292, the Firm and Buyer agree that this Agreement (shall) (shall not) STRIKE ONE ("shall" if neither is stricken) end when Buyer acquires an Interest in Property.

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

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

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

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

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

(x)____ ____________________
Buyer's Signature ▲ Date ▲
Print Name Here ►

(x)____ ____________________
Buyers's Signature ▲ Date ▲
Print Name Here ►

(x)____ ____________________
Buyer's Signature ▲ Date ▲
Print Name Here ►

(x)____ ____________________
Buyer's Signature ▲ Date ▲
Print Name Here ►

Buyer Entity Name (if any): ____

(x)____ ____________________
Authorized Signature ▲ Date ▲
Print Name & Title Here ►

____
Firm Name ▲

(x)____ ____________________
Agent's Signature ▲ Date ▲
Print Name Here ►

WB-38 COMMERCIAL BUYER AGENCY/TENANT REPRESENTATION AGREEMENT

■ **EXCLUSIVE AUTHORITY TO ACT AS BUYER'S AGENT/TENANT'S REPRESENTATIVE:** Client (see lines 248-249) gives the Firm and its agents the exclusive right to act as Buyer's Agent and/or Tenant's Agent to Locate an Interest in Property and to Negotiate the Acquisition of an Interest in Property for Client, except as excluded under lines 20-29. Client agrees that during the term of this Agreement, Client will not enter into any other agreements to retain any other buyer's agent(s) or tenant's agent(s), except relative to any properties excluded on lines 20-29.

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

■ **PURCHASE PRICE RANGE:** ____________________

■ **RENT RANGE:** ____________________

■ **SCOPE OF AGREEMENT:** The Firm's authority under this Agreement applies to Property except for Excluded Properties on lines 20-29, regardless of any purchase price or rent range or the search guidelines on lines 14-16.

■ **SEARCH GUIDELINES:** (Identify property type, function, location, approximate size, etc., as applicable): ____________________
____
____________________.

The parties understand that search guidelines, purchase price range and rent range, serve only to guide the Firm's initial efforts and shall not limit any compensation which may be earned if the Client acquires an Interest in Property, unless excluded on lines 20-22 and 24-26.

■ **EXCLUDED PROPERTY TYPES:** (e.g. geographic, size, functional limitations, etc.): ____________________
____
____

■ **EXCLUDED PROPERTIES:** Client excludes the following properties (indicate if there is a date when the exclusion terminates): ____________________
____
____________________. If Client acquires an interest in any properties protected under a prior buyer agency or tenant representation agreement, Client may owe commission to both the prior firm and this Firm, unless those properties are excluded from this Agreement or unless otherwise agreed to in writing. Insert additional addresses or descriptions of excluded properties, or date limitations, if any, at lines 307-334 or attach as an addendum per lines 335-336.

COMPENSATION The Firm's compensation shall be as follows:

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

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

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

LEASE COMMISSION (See lines 185-208.)

PURCHASE COMMISSION (for purchase, option, exchange or an effective change in ownership or control): Client and the Firm agree the Firm's commission shall be ____________________
____________________.

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

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

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

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

■ OTHER PURCHASE COMPENSATION: ____ ____. [INSERT AMOUNTS AND TYPES OF OTHER COMPENSATION AND FEES, E.G. RETAINER, ADVANCE, HOURLY, ETC. AND INDICATE WHEN DUE AND PAYABLE.]

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

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

COOPERATION Client agrees to cooperate with the Firm and its agents and to provide them accurate copies of all relevant records, documents and other materials in Client's possession or control which are required in connection with the purchase, option, rental, lease or exchange of Property. Client agrees to be reasonably available for showings of properties. Client authorizes the Firm and its agents to do those acts reasonably necessary to fulfill the Firm's responsibilities under this Agreement including retaining subagents. Client shall promptly notify the Firm in writing of the description of any Property Client locates. Client will inform other firms, agents, sellers, property owners, etc., that the Firm represents Client as Buyer's and/or Tenant's Agent for the purpose of acquiring Property and refer all such persons to the Firm. Client shall also notify the Firm of the identity of all persons making inquiries concerning Client's objectives stated in this Agreement.

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

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

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

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

DISCLOSURE TO CLIENTS

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

(a) The duty to provide brokerage services to you fairly and honestly.
(b) The duty to exercise reasonable skill and care in providing brokerage services to you.
(c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless disclosure of the information is prohibited by law.
(d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the information is prohibited by law. (See lines 260-263.)
(e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your confidential information or the confidential information of other parties. (See lines 155-174.)
(f) The duty to safeguard trust funds and other property the firm or its agents holds.
(g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and disadvantages of the proposals.

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

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

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

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

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

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

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

MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY

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

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

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

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

CHECK ONLY ONE OF THE THREE BELOW:

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

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

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

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

SUBAGENCY

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

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

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

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

The following information is required to be disclosed by law:

1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 260-263).
2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on the property or real estate that is the subject of the transaction.

To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that information below (see lines 167-169). At a later time, you may also provide the Firm with other information you consider to be confidential.

CONFIDENTIAL INFORMATION: ____
____
____.

NON-CONFIDENTIAL INFORMATION: The Firm and its agents have permission to disclose Client's identity and financial qualification information to an owner, owner's agents and other third parties without prior consent from Client, unless otherwise provided on lines 167-169. The Firm and its agents may also disclose the following: ____________
____
____.

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

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

LEASE COMMISSION: Client and the Firm agree the Firm's commission shall be ____________________
____
____.

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

■ <u>LEASE COMMISSION EARNED</u>: The Firm has earned the Firm's lease commission if during the term of this Agreement (or any extension of it), Client or any Person Acting on Behalf of Client acquires an Interest in Property, for example, by executing and consummating a Lease at terms and rent acceptable to owner and Client, regardless of the rent range or Client's search guidelines.

■ <u>LEASE COMMISSION DUE AND PAYABLE</u>: Once earned, the Firm's commission is due and payable one-half upon execution of the Lease and one-half upon occupancy, unless stated otherwise:________________________
____
____.

■ OTHER LEASE COMPENSATION: ____
____.[INSERT AMOUNTS AND TYPES OF OTHER COMPENSATION AND FEES, E.G. RETAINER, ADVANCE, HOURLY, ETC. AND INDICATE WHEN DUE AND PAYABLE.]

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

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

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

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

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Agreement, delivery of documents and written notices to a party shall be effective only when accomplished by one of the methods specified at lines 218-237.

(1) Personal Delivery: giving the document or written notice personally to the party, or the party's recipient for delivery if named at line 220 or 221.

Client's recipient for delivery (optional): ______________________________

Firm's recipient for delivery (optional): ______________________________

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

Client: (________) ______________________ Firm: (_________) ______________________

☐ (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 220 or 221, for delivery to the party's delivery address at line 230 or 231.

☐ (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the party, or to the party's recipient for delivery if named at line 220 or 221, for delivery to the party's delivery address at line 230 or 231.

Delivery address for Client: ______________________________

Delivery address for Firm: ______________________________

☐ (5) Email: electronically transmitting the document or written notice to the party's email address, if given below at line 236 or 237. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an email address below has first consented electronically as required under federal law.

Email address for Client: ______________________________

Email address for Firm: ______________________________

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

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

(a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
   1) Significantly and adversely affecting the value of the Property;
   2) Significantly reducing the structural integrity of improvements to real estate; or
   3) Presenting a significant health risk to occupants of the Property.

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

■ ASSETS: "Assets" means fixtures, goodwill, stock-in-trade, trade fixtures, accounts receivable and any other personal property.

■ CLIENT: "Client" means the party executing this Agreement and seeking to acquire an interest in real estate or a business by purchase, Lease, rental, option, exchange or any other manner.

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

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

■ INTEREST IN PROPERTY: "Interest in Property" means a purchase, leasehold, option, exchange or other acquisition of Property unless specifically excluded at lines 20-29, in additional provisions (lines 307-334) or elsewhere in this Agreement.

■ LEASE: "Lease" means any agreement as defined in Wis. Stat. § 704.01(1) or (3m), either written or oral, between an owner and a tenant, for the lease or rental of specific premises, in which the owner and tenant agree on the essential terms of the leasehold or tenancy.

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

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

■ NEGOTIATE THE ACQUISITION OF AN INTEREST IN PROPERTY: "Negotiate the Acquisition of an Interest in Property" means to assist a Client, within the scope of this Agreement, to ascertain terms and conditions upon which an Interest in Property may be acquired, facilitate or participate in the discussions of the terms of a potential contract, complete appropriate contractual forms, present either party's contractual proposal with an explanation of the proposal's advantages and disadvantages, and/or otherwise assist Client in reaching an agreement to acquire the Interest in Property sought by Client.

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

■ PROPERTY: "Property" means real property located within the state of Wisconsin and Assets.

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

1) The subject of a written proposal by Client, or any Person Acting on Behalf of Client, submitted to the Property owner or owner's agent;
2) Viewed by Client, or any Person Acting on Behalf of Client, with the owner or owner's agent, or directly negotiated for by Client, or any Person Acting on Behalf of Client. Direct negotiation means communicating with the owner or owner's agent regarding any potential terms on which Client might acquire an Interest in Property; or
3) Located or negotiated for by the Firm or its agents, but only if the Firm or its agents deliver the description of the Property to Client, in writing, no later than three days after the earlier of expiration or termination (lines 288-296) of this Agreement. No written notice shall be required if the Client viewed the Property with the Firm or its agents.

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

TERMINATION OF AGREEMENT Neither Client nor the Firm has the legal right to unilaterally terminate this Agreement absent a material breach of contract by the other party. Client understands that the parties to this Agreement are Client and the Firm. Agents for the Firm do not have the authority to enter into a mutual agreement to terminate this Agreement, amend the compensation terms or shorten the term of this Agreement, without the written consent of the agent(s)' supervising broker. Client and the Firm agree that any termination of this Agreement by either party before the date stated on line 304 shall be effective by Client only if stated in writing and delivered to the Firm in accordance with lines 215-237 and effective by the Firm only if stated in writing by the supervising broker and delivered to Client in accordance with lines 215-237.
CAUTION: Early termination of this Agreement may be a breach of contract, causing the terminating party to potentially be liable for damages.

EXTENSION OF AGREEMENT TERM The Agreement term is extended for a period of one year as to any Protected Property under this Agreement. Upon receipt of a written request from Client or a firm that has a new buyer agency or tenant representation agreement with Client, the Firm agrees to promptly deliver to Client a written list of those Protected Properties known by the Firm and its agents to which the extension period applies. Should this Agreement be terminated by Client prior to the expiration of the term stated in this Agreement, this Agreement shall be extended for Protected Properties, on the same terms, for one year after the Agreement is terminated (lines 288-296).

TERM OF THE AGREEMENT From the ____________________ day of ____________________________, __________ up to and including midnight of the ____________________________ day of ____________________________, __________.
Notwithstanding lines 303-304 the Firm and Client agree that this Agreement (shall) (shall not) STRIKE ONE ("shall" if neither is stricken) end when Client acquires an Interest in Property.

ADDITIONAL PROVISIONS ____

ADDENDA The attached ____
____ is/are made a part of this Agreement.

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.

■ **BY SIGNING BELOW, CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND THAT HE/SHE HAS READ ALL 7 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS INCORPORATED INTO THIS AGREEMENT.**

Client Entity Name (if any): ____

(x)____ ______________
Authorized Signature ▲ Date ▲
Print Name & Title Here ►

Client Entity Name (if any): ____

(x)____ ______________
Authorized Signature ▲ Date ▲
Print Name & Title Here ►

(x)____ ______________
Buyer's Signature ▲ Date ▲
Print Name Here ►

(x)____ ______________
Buyers's Signature ▲ Date ▲
Print Name Here ►

(x)____ ______________
Buyer's Signature ▲ Date ▲
Print Name Here ►

(x)____ ______________
Buyer's Signature ▲ Date ▲
Print Name Here ►

____
Firm Name ▲

(x)____ ______________
Agent's Signature ▲ Date ▲
Print Name Here ►

WB-11 RESIDENTIAL OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON ______________________________ [DATE] IS (AGENT OF BUYER) (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE

The Buyer, ____, offers to purchase the Property known as [Street Address] ____ ____ in the __________________________ of ____, County of ____________________________________ Wisconsin (insert additional description, if any, at lines 548-570 or in an addendum per line 592), on the following terms:

PURCHASE PRICE The purchase price is ____ ____ Dollars ($______________________).

INCLUDED IN PURCHASE PRICE Included in purchase price is the Property, all Fixtures on the Property as of the date stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: ____________________ ____ ____ ____ ____.

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

NOT INCLUDED IN PURCHASE PRICE Not included in purchase price is Seller's personal property (unless included at lines 12-16) and the following: ____ ____ ____ ____.

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

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

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

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

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

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

CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term Deadlines running from acceptance provide adequate time for <u>both</u> binding acceptance and performance.

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

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

EARNEST MONEY

■ EARNEST MONEY of $ ______________________________ accompanies this Offer.
If the Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
■ EARNEST MONEY of $ ______________________________ will be mailed, or commercially, electronically or personally delivered within ________ days ("5" if left blank) after acceptance.
All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as ____) STRIKE THOSE NOT APPLICABLE (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).
CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an attorney as lines 67-87 do not apply. If someone other than Buyer pays earnest money, consider a special disbursement agreement.
■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.
■ DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM: If negotiations do not result in an accepted offer and the earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4) upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the earnest money any costs and reasonable attorneys' fees, not to exceed $250, prior to disbursement.
■ LEGAL RIGHTS/ACTION: The Firm's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: ____ ____. If "Time is of the Essence" applies to a date or Deadline, 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 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

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

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 112-177) other than those identified in Seller's Real Estate Condition Report dated ____________________, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE and ____
____
______________________________ INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT
"Conditions Affecting the Property or Transaction" are defined to include:
a. Defects in the roof, basement or foundation (including cracks, seepage and bulges), electrical system, or part of the plumbing system (including the water heater, water softener and swimming pool); or basement, window, or plumbing leaks; overflow from sinks, bathtubs, or sewers; or other water or moisture intrusions or conditions.

b. Defects in heating and air conditioning system (including the air filters and humidifiers); in a wood burning stove or fireplace; or caused by a fire in a stove or fireplace or elsewhere on the Property.

c. Defects related to smoke detectors or carbon monoxide detectors, or a violation of applicable state or local smoke detector or carbon monoxide detector laws.

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

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

f. Defects caused by unsafe concentrations of, or unsafe conditions on the Property relating to radon, radium in water supplies, lead in paint, soil or water supplies, unsafe levels of mold, asbestos or asbestos-containing materials or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.

NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential properties built before 1978.

g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances on neighboring properties.

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 Property or in a well that serves the Property, including unsafe well water.

i. A septic system or other private sanitary disposal system serves the Property; Defects in the septic system or other sanitary disposal system on the Property; or any out−of−service septic system serving the Property not closed or abandoned according to applicable regulations.

j. Underground or aboveground fuel storage tanks on or previously located on the Property; or Defects in the underground or aboveground fuel storage tanks on or previously located on the Property. (The owner, by law, may have to register the tanks with the Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Department regulations may require closure or removal of unused tanks.)

k. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased); or Defects in an "LP" tank on the Property.

l. Notice of property tax increases, other than normal annual increases, or pending Property reassessment; remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special purpose district, such as a drainage district, that has authority to impose assessments.

m. Proposed construction of a public project that may affect use of the Property; Property additions or remodeling affecting Property structure or mechanical systems during Seller's ownership without required permits; or any land division involving the Property without required state or local permits.

n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit and there are common areas associated with the Property that are co−owned with others.

o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain, wetland or shoreland zoning area; or the Property is subject to a shoreland mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules that obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county.

p. Nonconforming uses of the Property; conservation easements, restrictive covenants or deed restrictions on the Property; or, other than public rights of way, nonowners having rights to use part of the Property, including, but not limited to, private rights−of−way and easements other than recorded utility easements.

q. All or part of the Property has been assessed as agricultural land; has been assessed a use−value assessment conversion charge; or payment of a use−value assessment conversion charge has been deferred.

r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will be transferred with the Property because the dam is owned by a homeowners' association, lake district, or similar group of which the Property owner is a member.

t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint driveway) affecting the Property.

u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition; or any insurance claims relating to damage to the Property within the last five years.

v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

w. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal, reptile, or other insect infestations.

x. Structure on the Property designated as an historic building; all or any part of the Property in an historic district; or one or more burial sites on the Property.

y. Agreements binding subsequent owners such as a lease agreement or extension of credit from an electric cooperative.

z. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

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

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

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

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

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

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

(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of ____ ____ (list any Property component(s) to be separately inspected, e.g., swimming pool, roof, foundation, chimney, etc.) which discloses no Defects.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Seller has the right to cure but:

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

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

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

This contingency shall be deemed satisfied unless Buyer, within _________ days ("20" if left blank) after acceptance delivers 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 the radon level in the report.

■ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.
If Seller has the right to cure, Seller may satisfy this contingency by:
(1) delivering a written notice of Seller's election to cure within 10 days after delivery of Buyer's notice; and,
(2) installing a radon mitigation system in conformance with EPA standards in a good and workmanlike manner and by 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 no later than three days prior to closing.
This Offer shall be null and void if Buyer timely delivers the above written notice and report to Seller and:
(1) Seller does not have the right to cure; or
(2) Seller has the right to cure but:
(a) Seller delivers written notice that Seller will not cure; or
(b) Seller does not timely deliver the notice of election to cure.
NOTE: For radon information refer to the EPA at epa.gov/radon or the DHS at dhs.wisconsin.gov/radon.

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

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

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

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

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed ________%.

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

■ SATISFACTION OF FINANCING COMMITMENT CONTINGENCY: If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.
This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:
(1) signed by Buyer; or
(2) accompanied by Buyer's written direction for delivery.
Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy this contingency.
CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.

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

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

☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:
(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 284-287; or
(2) the Deadline for delivery of the loan commitment set on line 250
to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

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

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

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

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

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

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

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

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

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

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

(2) Seller has the right to cure but:

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

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

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

☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at ____ no later than ______________________ (the Deadline). If closing does not occur by the Deadline, this Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of bridge loan shall not extend the closing date for this Offer.

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

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

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

(3) Any of the following checked below:

☐ Proof of bridge loan financing.

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

Other: ____ ____

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

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

HOMEOWNERS ASSOCIATION If this Property is subject to a homeowners association, Buyer is aware the Property may be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if neither is stricken).

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

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

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

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

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

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

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

☐ ____.

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

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

TITLE EVIDENCE

■ CONVEYANCE OF TITLE: **Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein),** free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate Condition Report and in this Offer, general taxes levied in the year of closing and ____ ____ ____ (insert other allowable exceptions from title, if any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

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

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

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

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

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

■ SPECIAL ASSESSMENTS/OTHER EXPENSES: Special assessments, if any, levied or for work actually commenced prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution describing the planned improvements and the assessment of benefits.

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

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any, are ____
____
______________________________. Insert additional terms, if any, at lines 548-570 or attach as an addendum per line 592.

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

MAINTENANCE Seller shall maintain the Property and all personal property included in the purchase price until the earlier 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 ordinary wear and tear and changes agreed upon by Parties.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING If, prior to closing, the Property is damaged in an amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer 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 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price 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 mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

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

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in 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 Buyer's occupancy, Property shall be in broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

If Buyer defaults, Seller may:

(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

(1) sue for specific performance; or

(2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

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

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

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

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

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

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

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

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

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

deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also shall pay to Buyer an amount not to exceed $1,000 for actual costs associated with the filing and administration of forms, affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.
Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed. Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding FIRPTA.

☐ **SELLER PAYMENT OF COMPENSATION TO DRAFTING FIRM:** Seller agrees to pay drafting firm identified on line 593 the amount of $________________ or _______% of the Purchase Price at closing. **Payment under this provision is a negotiated term of this Offer and does not create or modify any agency relationship established by law or agreement.** The drafting firm is an intended third-party beneficiary of this provision.

ADDITIONAL PROVISIONS/CONTINGENCIES ____

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 574-589.
(1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 576 or 577.
Name of Seller's recipient for delivery, if any: ____
Name of Buyer's recipient for delivery, if any: ____
☐ (2) Fax: fax transmission of the document or written notice to the following number:
Seller: (_________) ______________________________ Buyer: (_________) ______________________________
☐ (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at line 585 or 586.
☐ (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address.
Address for Seller: ____
Address for Buyer: ____
☐ (5) Email: electronically transmitting the document or written notice to the email address.
Email Address for Seller: ____
Email Address for Buyer: ____

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

This Offer was drafted by [Licensee and Firm] ____

☐ **ADDENDA:** The attached ____
____
____ is/are made part of this Offer.

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.

(x)____ ____________
Buyer's Signature ▲ Date ▲
Print Name Here ►

(x)____ ____________
Buyer's Signature ▲ Date ▲
Print Name Here ►

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

(x)____ ____________
Seller's Signature ▲ Date ▲
Print Name Here ►

(x)____ ____________
Seller's Signature ▲ Date ▲
Print Name Here ►

This Offer was presented to Seller by [Licensee and Firm] ______________________________
______________________________ on ________________ at ________ a.m./p.m.

This Offer is rejected __________ ______ This Offer is countered [See attached counter] __________ ______
Seller Initials▲ Date▲ Seller Initials▲ Date▲

WB-37 RESIDENTIAL LISTING CONTRACT - EXCLUSIVE RIGHT TO RENT

Do not use as a property management agreement or listing for sale.

OWNER GIVES THE FIRM THE EXCLUSIVE RIGHT TO RENT THE RENTAL UNIT(S) LOCATED AT ______________________________ ____ ______________________________ (street address) in the ______________________________ of ______________________________ County of ______________________________, Wisconsin ("Premises"), more particularly described as: ______________________________ ______________________________ (list unit numbers if applicable) (the "Rental Units"), under the terms of this Listing. Insert additional description at lines 278-304 or in an addendum per lines 305-306, as needed.

RENTAL UNITS AND RENTAL TERMS: List the individual Rental Unit(s) and specify proposed rental terms below or at lines 17-20, 278-304, or attach as an addendum per lines 305-306. Consider addressing furniture, appliances, equipment, designated parking and storage areas, utilities and restrictions on tenant's use and occupancy (pets, smoking, etc.). Also see lines 236-238 regarding repairs/build-outs Owner agrees to complete.

UNIT NO.	RENT	SECURITY DEP.	MINIMUM TERM	CURRENT STATUS	OTHER RENTAL TERMS
	$	$			
	$	$			
	$	$			
	$	$			

ADDITIONAL RENTAL TERMS ______________________________ ______________________________ ______________________________ ______________________________.

EXCLUSIONS All persons who may acquire an interest in the Rental Unit(s) as a Protected Tenant under a prior listing contract are excluded from this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing. Within seven days of the date of this Listing, Owner agrees to deliver to the Firm a written list of all such Protected Tenants.

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

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

COMMISSION Owner and the Firm agree the Firm's commission shall be ______________________________ ______________________________ ______________________________ (indicate how commission will be calculated).

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

1) Owner enters into a Rental Agreement as to a Rental Unit(s); or
2) Owner allows a tenant to occupy and pay rent for a Rental Unit(s).

■ DUE AND PAYABLE: Once earned, the Firm's commission is due and payable in full at the earlier of the execution of the Rental Agreement or the occupancy of the Rental Unit(s), even if the transaction does not close, unless otherwise agreed in writing.

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.

COOPERATION, ACCESS TO RENTAL UNIT(S) OR PROPOSAL PRESENTATION The parties agree that the Firm and its agents will work and cooperate with other firms and agents in marketing the Rental Unit(s), including firms acting as subagents (other firms engaged by the Firm - see lines 118-121) and firms representing tenants. Cooperation includes providing access to the Rental Unit(s) for showing purposes and presenting Rental Agreement proposals from these firms to Owner. Note any firms with whom the Firm shall not cooperate, any firms or agents or tenants who shall not be allowed to attend showings, and the specific terms of proposed Rental Agreements which should not be submitted to Owner: ______________________________ ______________________________.

CAUTION: Limiting the Firm's cooperation with other firms may reduce the marketability of the Rental Unit(s).

DEFINITIONS As used in this Listing, the following definitions apply:

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

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

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

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

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

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

■ LEASE: “Lease” means an agreement, whether oral or written, for transfer of possession of real property, or both real and personal property, for a definite period of time. A Lease is for a definite period of time if it has a fixed commencement date and a fixed expiration date or if the commencement and expiration can be ascertained by reference to some event, such as completion of a building. An agreement for transfer of possession of only personal property is not a Lease.

DISCLOSURE TO CLIENTS

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

(a) The duty to provide brokerage services to you fairly and honestly.
(b) The duty to exercise reasonable skill and care in providing brokerage services to you.
(c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless disclosure of the information is prohibited by law.
(d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the information is prohibited by law. (See lines 183-185.)
(e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your confidential information or the confidential information of other parties. (See lines 126-141.)
(f) The duty to safeguard trust funds and other property the firm or its agents holds.
(g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and disadvantages of the proposals.

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

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

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

MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY

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

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

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

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

CHECK ONLY ONE OF THE THREE BELOW:

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

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

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

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

SUBAGENCY

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

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

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

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

The following information is required to be disclosed by law:

1) Material Adverse Facts, as defined in section 452.01(5g) of the Wisconsin statutes (see lines 183-185).
2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on the property or real estate that is the subject of the transaction.

To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that information below (see lines 136-138). At a later time, you may also provide the Firm with other information you consider to be confidential.

CONFIDENTIAL INFORMATION: ______________________________

____

______________________________.

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

____

______________________________.

MARKETING Owner authorizes and the Firm and its agents agree to use reasonable efforts to market the Property. The marketing may include use of a multiple listing service, Internet advertising, a lockbox system on the Rental Unit(s) and: ______________________________

____

______________________________.

The listing firm representing the Owner 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; and,
(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.

Owner is aware of the benefits of marketing to increase exposure and attract interest from prospective buyers and of the consumer brochure created by the Wisconsin Real Estate Examining Board explaining those benefits. *See:* ______________________________

OPT OUT OF MARKETING: Owner acknowledges that opting out of advertising or marketing may negatively impact the exposure of the Property and potential offers. A listing firm must market the property on one or more internet platforms or websites accessible to the general public and real estate licensees representing prospective buyers or tenants unless the Owner opts out. If Owner is opting out, Owner shall complete the WB-55 Public Marketing Opt-Out Agreement. If Owner completes the WB-55 Public Marketing Opt-Out Agreement, it is made part of this listing.

The Firm and its agents may advertise the following concessions, incentives, or special financing, repairs, build-outs, credits, etc. offered by Owner: ______________________________

______________________________..

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

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

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

☐ Solicit tenant applications

☐ Qualify and approve prospective tenants

☐ Negotiate Rental Agreements of the Rental Unit(s)

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

☐ Execute written Rental Agreements on behalf of Owner

☐ Other: ____.

☐ Other: ____.

NOTE: This is not a property management agreement and this Listing does not obligate the Firm and its agents to perform any property management duties, including maintenance, unless specified at lines 278-304 or in an addendum per lines 305-306.

COOPERATION WITH MARKETING EFFORTS During the term of this Listing, Owner agrees to:

(1) Allow the Firm and its agents to show the Rental Unit(s) at reasonable times, with Owner providing notice to existing tenants as required by law;

(2) Allow the Firm and its agents to advertise, including placing signage upon the Premises; and

(3) Cooperate with the Firm and its agents in their marketing efforts and immediately provide to the Firm or its agents, in writing, the names of any prospective tenants known to Owner or who contact Owner, and the prospective tenants' contact information.

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

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

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

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

EXTENSION OF LISTING The Listing term is extended for a period of one year as to any Protected Tenant. Upon receipt of a written request from Owner or a firm that has listed the Rental Unit(s), the Firm agrees to promptly deliver to Owner a written list of those tenants known by the Firm and its agents to whom the extension period applies. Should this Listing be terminated by Owner prior to the expiration of the term stated in this Listing, this Listing shall be extended for Protected Tenants, on the same terms, for one year after the Listing is terminated (lines 244-252).

DEFINITIONS CONTINUED FROM PAGE 2

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

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

■ PROTECTED TENANT: A tenant who personally, or through any Person Acting on Behalf of Tenant, during the term of the Listing:

1) Delivers to Owner or the Firm or its agents a written rental proposal regarding a Rental Unit;

2) Views Rental Unit(s) with Owner or negotiates directly with Owner by discussing with Owner the potential terms upon which the tenant might acquire a rental interest in a Rental Unit; or

3) Attends an individual showing of a Rental Unit or discusses with agents of the Firm or cooperating firms regarding any potential terms upon which the tenant might acquire a rental interest in a Rental Unit, but only if the firm or its agents deliver the tenant's name to Owner, in writing, no later than three days after the earlier of expiration or termination (lines 244-252) of the Listing. The requirement in 3), to deliver the tenant's name to Owner in writing, may be fulfilled as follows:

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

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

A Protected Tenant also includes any Person Acting on Behalf of Tenant joined in interest with or otherwise acting on behalf of a Protected Tenant, who acquires an interest in a Rental Unit during the extension of listing period as noted on lines 178-181. A tenant who becomes protected with respect to one Rental Unit included in this Listing shall be a Protected Tenant for all Rental Units included in this Listing.

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

■ RENTAL UNIT: Unless otherwise stated, "Rental Unit", means one of the rental units described on lines 1-7.

OWNER'S OBLIGATIONS During the term of this Listing, Owner agrees to provide to the Firm and its agents:

(1) Copies of all code violation orders and notices, information and reports regarding any lead-based paint on the Premises, and all other records and documents relating to conditions affecting the Premises; and

(2) Any Owner-approved Rental Agreement, nonstandard rental provisions, addenda, rules and regulations and related forms and materials required in connection with the renting of the Rental Unit(s).

OWNER'S WARRANTIES, COVENANTS AND REPRESENTATIONS Owner represents any materials and information the Owner gives to the Firm and its agents are true and complete and that the Rental Agreement and other forms the Owner provides to the Firm and its agents comply with all applicable laws. Owner agrees to hold the Firm and its agents harmless from loss by reason of their use of these materials, forms and information pursuant to the terms of this Listing, including the payment of reasonable attorney's fees in the event of any suit against the Firm or its agents arising out of the use of these materials, forms and information.

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

(1) Owner has no notice or knowledge of any of the following conditions affecting the Premises unless indicated at lines 239-241 or 278-304 or in an attached addendum per lines 305-306, or disclosed in the documentation Owner has provided to the Firm and its agents:

(a) Uncorrected code violations as described in Wis. Stat. § 704.07(2)(bm);

(b) A lack of hot or cold running water;

(c) Plumbing or sewage disposal facilities that are not in good operating condition;

(d) Heating facilities serving any rental unit that are not in safe operating condition, or are not capable of maintaining a temperature, measured in occupied areas at the approximate center of the room, midway between floor and ceiling, of not less than 67° F (19° C) during all seasons of the year that the rental unit is occupied;

(e) A lack of electrical service, or electrical wiring, outlets, fixtures or other components of the electrical system that are not in safe operating condition;

(f) Any structural or other conditions in the Premises which constitute a substantial hazard to the health or safety of the tenant(s), or create an unreasonable risk of personal injury as a result of any reasonably foreseeable use of the Premises other than negligent use or abuse of the Premises by tenant(s);

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

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

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

____

____. STRIKE AND COMPLETE AS APPLICABLE

Exceptions to representations stated in lines 220-235: ____

____

____.

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

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

TERMINATION OF LISTING Neither Owner nor the Firm has the legal right to unilaterally terminate this Listing absent a material breach of contract by the other party. Owner understands that the parties to the Listing are Owner and the Firm. Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Owner and the Firm agree that any termination of this Listing by either party before the date stated on line 314 shall be effective by the Owner only if stated in writing and delivered to the Firm in accordance with lines 253-272 and effective by the Firm only if stated in writing by the supervising broker and delivered to Owner in accordance with lines 253-272. **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating Party to potentially be liable for damages. The Parties agree that this Listing shall terminate upon an effective change in ownership or control of the Rental Unit(s) so affected, but in no event shall this Listing terminate as to the remainder of the Rental Unit(s).**

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Listing, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 255-272.

(1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named line 256 or 257.

Owner's recipient for delivery (optional): ____

Firm's recipient for delivery (optional): ____

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

Owner: (__________) ______________________________ Firm: (__________) ______________________________

☐ (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 256 or 257, for delivery to the Party's delivery address at line 265 or 266.

☐ (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery if named at line 256 or 257, for delivery to the Party's delivery address at line 265 or 266.

Delivery address for Owner: ____

Delivery address for Firm: ____

☐ (5) Email: electronically transmitting the document or written notice to the Party's email address, if given below at line 271 or 272. If this is a consumer transaction where the property being rented or the rental proceeds are used primarily for personal, family or household purposes, each consumer providing an email address below has first 310 consented electronically as required by federal law.

Email address for Owner: ____

Email address for Firm: ____

TERMINATION FEE PER RENTAL UNIT If this Listing is terminated as to one or more of the Rental Unit(s) because of an effective change in ownership or control of the Rental Unit(s), Owner agrees to pay the Firm a termination fee in the amount of ____ (insert dollar amount, formula, etc.) per Rental Unit terminated.

ADDITIONAL PROVISIONS ____

ADDENDA The attached addenda ____ is/are made part of this Listing.

CAUTION: IF SIGNED, THIS LISTING CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THIS LISTING OR OTHER REAL ESTATE CONTRACTS, BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS LISTING OR ANY OTHER REAL ESTATE CONTRACT. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED. OWNER SHOULD CONSULT OTHER EXPERTS AS APPROPRIATE, FOR EXAMPLE, APPRAISERS, TAX ADVISORS, OR INSPECTORS IF SERVICES BEYOND THE FIRM'S MARKETING SERVICES ARE REQUIRED.

TERM OF THE CONTRACT From the ______________ day of ______________________, __________, up to the earlier of midnight of the ______________ day of ______________________, __________, or the conveyance of all Rental Units. In the event a commission is earned for a Rental Unit, this Listing (shall) (shall not) STRIKE ONE ("shall" if neither is stricken) terminate for that Rental Unit.

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.

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

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

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

Owner Entity Name (if any): ______________________________

(x)______________________________ ______________
Authorized Signature ▲ Date ▲
Print Name & Title Here ►

Owner Entity Name (if any): ______________________________

(x)______________________________ ______________
Authorized Signature ▲ Date ▲
Print Name & Title Here ►

(x)______________________________ ______________
Owner's Signature ▲ Date ▲
Print Name Here ►

(x)______________________________ ______________
Owner's Signature ▲ Date ▲
Print Name Here ►

(x)______________________________ ______________
Owner's Signature ▲ Date ▲
Print Name Here ►

(x)____ ________________

Owner's Signature ▲ Date ▲

Print Name Here ►

____

Firm Name ▲

(x)____ ________________

Agent's Signature ▲ Date ▲

Print Name Here ►

WB-39 TENANT REPRESENTATION AGREEMENT

■ **EXCLUSIVE AUTHORITY TO ACT AS TENANT'S REPRESENTATIVE:** Tenant (see lines 230-231) gives the Firm and its agents the exclusive right to act as Tenant's Agent to Locate an Interest in Property and to Negotiate the Acquisition of an Interest in Property for Tenant, except as excluded under lines 15-30. Tenant agrees that during the term of this Agreement, Tenant will not enter into any other agreements to retain any other tenant's agent(s), except for the excluded properties described in lines 15-30.

■ **RENT RANGE:** ____________________

If specified, the rent range provides initial search parameters, but the Firm's authority under this Agreement extends to all property within the state of Wisconsin except for those properties excluded as Excluded Properties on lines 15-18 and applies to any properties under Excluded Properties Subject to a Prior Agreement on lines 19-27 and under Limited Exclusion Properties on lines 28-30 after the applicable time for the exclusion has ended.

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

■ **EXCLUDED PROPERTIES SUBJECT TO A PRIOR AGREEMENT:** The following properties are subject to an extension of agreement term under a prior tenant representation agreement and the exclusion period shall run until the expiration of the prior firm's legal rights: ____________________ ____________________.

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

■ **LIMITED EXCLUSION PROPERTIES:** The following properties are excluded from this Agreement until __________ [Insert Date]: ____________________. Insert additional addresses or descriptions, or date limitations, if any, at lines 278-287 or attach as an addendum per lines 288-289.

COMPENSATION The Firm's rental compensation shall be: COMPLETE AS APPLICABLE

COMMISSION: Tenant and the Firm agree the Firm's commission shall be ____________________ ____________________.

Any percentage commission shall be calculated based on total rent for the Rental Agreement term, unless stated otherwise.

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

■ COMMISSION EARNED: The Firm has earned the Firm's commission if during the term of this Agreement (or any extension of it), Tenant or any Person Acting on Behalf of Tenant acquires an Interest in Property or enters into an enforceable Rental Agreement, at any terms and rent acceptable to owner and Tenant, regardless of the rent range.

■ COMMISSION DUE AND PAYABLE: Once earned, the Firm's commission is due and payable: CHECK AND COMPLETE AS APPLICABLE

☐ Upon execution of the Rental Agreement; (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

☐ At the commencement of the Rental Agreement term, even if the Tenant does not take occupancy, unless otherwise agreed in writing;

☐ One-half upon execution of the Rental Agreement and one-half upon occupancy;

☐ ____________________ ____________________.

■

■ OTHER COMPENSATION: ____________________

____________________.

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

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

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

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

■ TENANT QUALIFICATIONS: Tenant agrees to pay any credit report fees or background check fees charged by the owner or the owner's agent.

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

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

DISCLOSURE TO CLIENTS

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

(a) The duty to provide brokerage services to you fairly and honestly.
(b) The duty to exercise reasonable skill and care in providing brokerage services to you.
(c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless disclosure of the information is prohibited by law.
(d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the information is prohibited by law. (See lines 202-205.)
(e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your confidential information or the confidential information of other parties. (See lines 146-165.)
(f) The duty to safeguard trust funds and other property, the firm or its agents holds.
(g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and disadvantages of the proposals.

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

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

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

MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY

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

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

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

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

CHECK ONLY ONE OF THE THREE BELOW:

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

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

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

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

SUBAGENCY

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

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

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

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

The following information is required to be disclosed by law:

1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes. (See lines 202-205).
2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on the property or real estate that is the subject of the transaction.

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

CONFIDENTIAL INFORMATION: ____
____
____.

NON-CONFIDENTIAL INFORMATION: The Firm and its agents have permission to disclose Tenant's identity and financial qualification information to an owner, owner's agents and other third parties without prior consent from Tenant, unless otherwise provided on lines 158-160. The Firm and its agents may also disclose the following: ________________________
____
____.

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

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

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

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

PROPERTY DIMENSIONS Tenant acknowledges that real property dimensions, total square footage and total acreage information provided to Tenant may be approximate due to rounding and may vary due to different formulas which can be used to calculate these figures. Unless otherwise indicated, property dimension figures have not been verified by survey.

CAUTION: Tenant should verify any property dimension or total square footage/acreage calculation which is material to Tenant.

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

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

(a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
  1) Significantly and adversely affecting the value of the Property;
  2) Significantly reducing the structural integrity of improvements to real estate; or
  3) Presenting a significant health risk to occupants of the Property.

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

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

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

■ INTEREST IN PROPERTY: "Interest in Property" means a lease or rental interest in Property unless specifically excluded at lines 15-30 in additional provisions (lines 278-287) or elsewhere in this Agreement.

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

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

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

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

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

■ PROTECTED PROPERTY: "Protected Property" means any Property that during the term of this Agreement is:
  1) The subject of a written proposal by Tenant, or Person Acting on Behalf of Tenant, submitted to the Property owner or owner's agent;
  2) Viewed by Tenant, or Person Acting on Behalf of Tenant, with the owner or owner's agent, or directly negotiated for by Tenant, or Person Acting on Behalf of Tenant. Direct negotiation means communicating with the owner or owner's agent regarding any potential terms on which Tenant might acquire an Interest in Property; or

3) Located or negotiated for by the Firm or its agents, but only if the Firm or its agents deliver the description of the Property to Tenant, in writing, no later than three days after the earlier of expiration or termination (lines 240-248) of this Agreement. No written notice shall be required if the Tenant viewed the Property with the Firm or its agents.

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

■ TENANT: "Tenant" means the party executing this Agreement in the context where the party is seeking to acquire an interest in real estate by Rental Agreement.

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

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

TERMINATION OF AGREEMENT Neither Tenant nor the Firm has the legal right to unilaterally terminate this Agreement absent a material breach of contract by the other party. Tenant understands that the parties to this Agreement are Tenant and the Firm. Agents for the Firm do not have the authority to enter into a mutual agreement to terminate this Agreement, amend the compensation terms or shorten the term of this Agreement, without the written consent of the agent(s)' supervising broker. Tenant and the Firm agree that any termination of this Agreement by either party before the date stated on line 291 shall be effective by Tenant only if stated in writing and delivered to the Firm in accordance with lines 255-277 and effective by the Firm only if stated in writing by the supervising broker and delivered to Tenant in accordance with lines 255-277.
CAUTION: Early termination of this Agreement may be a breach of contract, causing the terminating party to potentially be liable for damages.

EXTENSION OF AGREEMENT TERM The Agreement term is extended for a period of one year as to any Protected Property under this Agreement. Upon receipt of written request from Tenant or a firm that has a new tenant representation agreement with Tenant, the Firm agrees to promptly deliver to Tenant a written list of those Protected Properties known by the Firm and its agents to which the extension period applies. Should this Agreement be terminated by Tenant prior to the expiration of the term stated in this Agreement, this Agreement shall be extended for Protected Properties, on the same terms, for one year after the Agreement is terminated (lines 240-248).

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Agreement, delivery of documents and written notices to a party shall be effective only when accomplished by one of the methods specified at lines 258-277.

(1) Personal Delivery: giving the document or written notice personally to the party, or the party's recipient for delivery if named at line 260 or 261.

Tenant's recipient for delivery (optional): ______________________________

Firm's recipient for delivery (optional): ______________________________

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

Tenant: (________) ______________________ Firm: (________) ______________________

☐ (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 260 or 261, for delivery to the party's delivery address at line 270 or 271.

☐ (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the party, or to the party's recipient for delivery if named at line 260 or 261, for delivery to the party's delivery address at line 270 or 271.

Delivery address for Tenant: ______________________________

Delivery address for Firm: ______________________________

☐ (5) Email: electronically transmitting the document or written notice to the party's email address, if given below at line 276 or 277. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an email address below has first consented electronically as required by federal law.

Email address for Tenant: ______________________________

Email address for Firm: ______________________________

ADDITIONAL PROVISIONS ______________________________

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ADDENDA The attached ____ ____ is/are made a part of this Agreement.

TERM OF THE AGREEMENT From the ______________ day of ____________________, ________ up to and including midnight of the ____________________ day of ____________________, ________. Notwithstanding lines 290-291, the Firm and Tenant agree that this Agreement (shall) (shall not) STRIKE ONE ("shall" if neither is stricken) end when Tenant acquires an Interest in Property.

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

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

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

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

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

(x)____ ______________

Tenant's Signature ▲ Date ▲

Print Name Here ▶

(x)____ ______________

Tenant's Signature ▲ Date ▲

Print Name Here ▶

(x)____ ______________

Tenant's Signature ▲ Date ▲

Print Name Here ▶

(x)____ ______________

Tenant's Signature ▲ Date ▲

Print Name Here ▶

Tenant Entity Name (if any): ______________________________________

(x)____ ______________

Authorized Signature ▲ Date ▲

Print Name & Title Here ▶

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Firm Name ▲

(x)____ ____________________

Agent’s Signature Date ▲

Print Name Here ►