



Tony Evers, Governor
Dan Hereth, Secretary

**VIRTUAL/ TELECONFERENCE
REAL ESTATE EXAMINING BOARD
Virtual, 4822 Madison Yards Way, Madison
Will Johnson (608) 266-2112
August 27, 2026**

The following agenda describes the issues that the Board 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 of the Board.

AGENDA

9:00 A.M.

OPEN SESSION – CALL TO ORDER – ROLL CALL

- A. Adoption of Agenda (1-4)**
- B. Approval of Minutes of June 18, 2026 (5-7)**
- C. Introductions, Announcements, and Recognition**
- D. Reminders: Conflicts of Interest, Scheduling Concerns**
- E. Administrative Matters – Discussion and Consideration**
 - 1. Department, Staff and Board Updates
 - 2. Board Members – Term Expiration Dates
 - a. Berry, Jeffery K. – 7/1/2026
 - b. Kaleka, Gurmit S. – 7/1/2029
 - c. Lauer, Elizabeth A. – 7/1/2026
 - d. Mays, Sonya G. – 7/1/2028
 - e. McKinney, Stacey J. – 7/1/2029
 - f. Pierce, Dennis M. – 7/1/2013
 - g. Richie, Thomas J. – 7/1/2026
- F. Administrative Rules Matters – Discussion and Consideration (8-19)**
 - 1. Rule Drafting for REEB 11, 15, 16, 24, 25 - Marketing, Advertising, Compensation (2025 WI Act 69)
 - 2. Pending or Possible Rulemaking Projects
- G. Report and Possible Action from the Real Estate Contractual Forms Advisory Council – Discussion and Consideration (20-114)**
 - 1. WB-1 – Residential Listing Contract - Exclusive Right to Sell
 - 2. WB-2 – Farm Listing Contract – Exclusive Right to Sell
 - 3. WB-3 – Vacant Land Listing Contract – Exclusive Right to Sell

4. WB-4 – Residential Condominium Listing Contract – Exclusive Right to Sell
 5. WB-11 – Residential Offer to Purchase
 6. WB-12 – Farm Offer to Purchase
 7. WB-13 – Vacant Land Offer to Purchase
 8. WB-14 – Residential Condominium Offer to Purchase
 9. WB-24 – Option to Purchase
 10. WB-36 – Buyer Agency Agreement
 11. WB-38 – Commercial Buyer Agency/Tenant Representation Agreement
 12. WB-55 – Public Marketing Opt Out Agreement
- H. Legislative and Policy Matters – Discussion and Consideration
- I. Disciplinary Trends in Real Estate – Discussion and Consideration
- J. Practice Considerations – Antitrust Settlement
- K. Report and Possible Action from the Real Estate Contractual Forms Advisory Council – Discussion and Consideration
- L. Newsletter Matters – Discussion and Consideration
- M. Discussion and Consideration of Items Added After Preparation of Agenda:
1. Introductions, Announcements and Recognition
 2. Administrative Matters
 3. Election of Officers
 4. Appointment of Liaisons and Alternates
 5. Delegation of Authorities
 6. Education and Examination Matters
 7. Credentialing Matters
 8. Practice Matters
 9. Legislative and Policy Matters
 10. Public Health Emergencies
 11. Administrative Rule Matters
 12. Liaison Reports
 13. Board Liaison Training and Appointment of Mentors
 14. Informational Items
 15. Division of Legal Services and Compliance (DLSC) Matters
 16. Presentations of Petitions for Summary Suspension
 17. Petitions for Designation of Hearing Examiner
 18. Presentation of Stipulations, Final Decisions and Orders
 19. Presentation of Proposed Final Decisions and Orders
 20. Presentation of Interim Orders
 21. Petitions for Re-Hearing
 22. Petitions for Assessments
 23. Petitions to Vacate Orders
 24. Requests for Disciplinary Proceeding Presentations
 25. Motions
 26. Petitions
 27. Appearances from Requests Received or Renewed
 28. Speaking Engagements, Travel, or Public Relation Requests, and Reports

N. Public Comments

CONVENE TO CLOSED SESSION to deliberate on cases following hearing (s. 19.85(1)(a), Stats.); to consider licensure or certification of individuals (s. 19.85(1)(b), Stats.); to consider closing disciplinary investigations with administrative warnings (ss. 19.85(1)(b), and 440.205, Stats.); to consider individual histories or disciplinary data (s. 19.85(1)(f), Stats.); and to confer with legal counsel (s. 19.85(1)(g), Stats.).

O. Deliberation on Department of Legal Services and Compliance (DLSC) Matters

1. Proposed Stipulations, Final Decisions and Orders

- a. 21 REB 032 – Jason R. Rieckmann **(115-122)**
- b. 22 REB 038 – Laura Trimble **(123-130)**
- c. 23 REB 093 – Richard J. Anderson **(131-137)**
- d. 23 REB 186 – John Nedden, Toni T. Schneider and Integrity Realtors LLC **(138-145)**
- e. 25 REB 0041 – James C. Harris **(146-152)**

2. Administrative Warnings

- a. 21 REB 032 – D.D.H.P.L. & R.R.E.G.I. **(153-164)**
- b. 26 REB 0063 – S.M.H. **(165-166)**
- c. 26 REB 0079 – E.J.U. **(167-171)**
- d. 26 REB 0132 – M.D.Z. and H.C.L. **(172-177)**

3. Case Closings

- a. 21 REB 032 – R.P. **(178-187)**
- b. 22 REB 038 – G.R.R.E.L. **(188-201)**
- c. 22 REB 095 – I.R. **(202-217)**
- d. 22 REB 095 – M.B. **(218-232)**
- e. 23 REB 031 – N.B., R.C., and H.R.I. **(233-240)**
- f. 23 REB 086 – G.O.C., O.C.S.R. **(241-250)**
- g. 23 REB 087 – P.S., D.K., and R.E.I. **(251-263)**
- h. 23 REB 093 – S.P.R.G & S.M.P **(264-271)**
- i. 24 REB 0133 – T.J. **(272-277)**
- j. 25 REB 0041 – V.M.G. and V.H. **(278-284)**

P. Deliberation of Items Added After Preparation of the Agenda

1. Education and Examination Matters
2. Credentialing Matters
3. DLSC Matters
4. Monitoring Matters
5. Professional Assistance Procedure (PAP) Matters
6. Petitions for Summary Suspensions
7. Petitions for Designation of Hearing Examiner
8. Proposed Stipulations, Final Decisions and Order
9. Proposed Interim Orders
10. Administrative Warnings
11. Review of Administrative Warnings
12. Proposed Final Decisions and Orders
13. Matters Relating to Costs/Orders Fixing Costs
14. Case Closings
15. Board Liaison Training
16. Petitions for Assessments and Evaluations

17. Petitions to Vacate Orders
18. Remedial Education Cases
19. Motions
20. Petitions for Re-Hearing
21. Appearances from Requests Received or Renewed

Q. Consulting with Legal Counsel

RECONVENE TO OPEN SESSION IMMEDIATELY FOLLOWING CLOSED SESSION

R. Vote on Items Considered or Deliberated Upon in Closed Session, if Voting is Appropriate

S. Open Session Items Noticed Above Not Completed in the Initial Open Session

ADJOURNMENT

NEXT MEETING: OCTOBER 29, 2026

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 EXAMINING BOARD
MEETING MINUTES
JUNE 18, 2026**

PRESENT: Jeffery Berry, Gurmit Kaleka, Elizabeth Lauer, Sonya Mays, Thomas Richie

ABSENT: Stacey McKinney, Dennis Pierce

STAFF: Will Johnson, Executive Director; Jameson Whitney, Legal Counsel; Jake Pelegrin, Administrative Rule Coordinator; Ashley Sarnosky, Board Administrative Specialist; and Other Department Staff

CALL TO ORDER

Thomas Richie, Chairperson, called the meeting to order at 9:32 a.m. A quorum was confirmed with five (5) members present.

ADOPTION OF AGENDA

MOTION: Thomas Richie moved, seconded by Elizabeth Lauer, to adopt the Agenda as published. Motion carried unanimously.

APPROVAL OF MINUTES OF APRIL 23, 2026

MOTION: Elizabeth Lauer moved, seconded by Thomas Richie, to approve the Minutes of April 23, 2026 as published. Motion carried unanimously.

INTRODUCTIONS, ANNOUNCEMENTS AND RECOGNITION

Introduction and Welcome: DSPS Secretary Hereth

MOTION: Thomas Richie moved, seconded by Sonya Mays, to acknowledge and thank Secretary Hereth, for his appearance to the Board. Motion carried unanimously.

**9:30 A.M. PRELIMINARY PUBLIC HEARING ON SCOPE STATEMENT SS 028-26
FOR REEB 11, 15, 16, 24, 25 RELATING TO MARKETING, ADVERTISING AND
COMPENSATION**

MOTION: Thomas Richie moved, seconded by Elizabeth Lauer, to affirm the board has provided an opportunity for public comment on scope statement REEB 11, 15, 16, 24, 25 relating to Marketing, Advertising, Compensation, and that no comments were received. The board approves the scope statement for implementation. Motion carried unanimously.

**COUNCIL ON REAL ESTATE CURRICULUM AND EXAMINATIONS
RECOMMENDATION FOR 2027-2028 CONTINUING EDUCATION CURRICULUM**

MOTION: Thomas Richie moved, seconded by Elizabeth Lauer, to approve the recommendation of the Council on Real Estate Curriculum and Examinations for the 2027-2028 biennium. Motion carried unanimously.

CLOSED SESSION

MOTION: Jeffery Berry moved, seconded by Elizabeth Lauer, to convene to closed session to deliberate on cases following hearing (s. 19.85(1)(a), Stats.); to consider licensure or certification of individuals (s. 19.85(1)(b), Stats.); to consider closing disciplinary investigations with administrative warnings (ss. 19.85(1)(b), and 440.205, Stats.); to consider individual histories or disciplinary data (s. 19.85(1)(f), Stats.); and to confer with legal counsel (s. 19.85(1)(g), Stats.). Thomas Richie, Chairperson, read the language of the motion. The vote of each member was ascertained by voice vote. Roll Call Vote: Jeffery Berry-yes; Gurmit Kaleka-yes; Elizabeth Lauer-yes; Sonya Mays-yes; and Thomas Richie-yes. Motion carried unanimously.

The Board convened into Closed Session at 10:18 a.m.

DIVISION OF LEGAL SERVICES AND COMPLIANCE (DLSC) MATTERS

Proposed Stipulations, Final Decisions and Orders

MOTION: Thomas Richie moved, seconded by Jeffery Berry, to adopt the Findings of Fact, Conclusions of Law and Order in the matter of disciplinary proceedings of the following cases:

1. 21 REB 081 – Monica M. Thompson and Alm Realty Milwaukee Inc.
2. 22 REB 095 – Nicholas M. Bolen and Bolen Realty Inc.
3. 25 REB 0014 – Corbin S. Lasier

Motion carried unanimously.

Case Closings

MOTION: Elizabeth Lauer moved, seconded by Thomas Richie, to close the following DLSC Cases for the reasons outlined below:

1. 23 REB 010 – K.M.S., W.D.K., and C.T.A. – No Violation
2. 23 REB 034 – T.M.C. and R.P.M. – Prosecutorial Discretion (P3)
3. 23 REB 157 – D.D. and C.B.H. – Prosecutorial Discretion (P2)

Motion carried unanimously.

DELIBERATION ON PROPOSED FINAL DECISIONS AND ORDERS

Jane M. Juza – DHA Case Number SPS-26-0002/DLSC Case Number 21 REB 014

MOTION: Thomas Richie moved, seconded by Jeffery Berry, to delegate to DSPS Chief Legal Counsel the Board's authority to preside over and resolve the disciplinary proceedings against Jane M. Juza, DHA Case Number SPS-26-0002/DLSC Case Number 21 REB 014. Motion carried unanimously.

MONITORING MATTERS

Doug W. Noot – Requesting Full Licensure

MOTION: Jeffery Berry moved, seconded by Thomas Richie, to suspend the license of Doug W. Noot. **Reason for Denial:** Violation of Order 8888 by failing to report the law enforcement contact leading to a charge. Motion carried unanimously.

(Elizabeth Lauer recused herself and left the room for deliberation and voting in the matter concerning Doug W. Noot)

RECONVENE TO OPEN SESSION

MOTION: Jeffery Berry moved, seconded by Sonya Mays, to reconvene into Open Session. Motion carried unanimously.

The Board reconvened into Open Session at 10:57 a.m.

**VOTE ON ITEMS CONSIDERED OR DELIBERATED UPON IN CLOSED SESSION,
IF VOTING IS APPROPRIATE**

MOTION: Sonya Mays moved, seconded by Elizabeth Lauer, to affirm all motions made and votes taken in Closed Session. Motion carried unanimously.

(Be advised that any recusals or abstentions reflected in the closed session motions stand for the purposes of the affirmation vote.)

ADJOURNMENT

MOTION: Jeffery Berry moved, seconded by Elizabeth Lauer, to adjourn the meeting. Motion carried unanimously.

The meeting adjourned at 10:59 a.m.

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

AGENDA REQUEST FORM

1) Name and title of person submitting the request: Jake Pelegrin Administrative Rules Coordinator		2) Date when request submitted: 8/7/26 Items will be considered late if submitted after 12:00 p.m. on the deadline date which is 8 business days before the meeting											
3) Name of Board, Committee, Council, Sections: Real Estate Examining Board													
4) Meeting Date: 8/27/26	5) Attachments: ☒ Yes ☐ No	6) How should the item be titled on the agenda page? Administrative Rule Matters – Discussion and Consideration 1. Rule drafting for REEB 11, 15, 16, 24, 25 - Marketing, Advertising, Compensation (2025 WI Act 69) 2. Pending or possible rulemaking projects											
7) Place Item in: ☒ Open Session ☐ Closed Session	8) Is an appearance before the Board being scheduled? <i>(If yes, please complete Appearance Request for Non-DSPS Staff)</i> ☐ Yes ☒ No	9) Name of Case Advisor(s), if required: N/A											
10) Describe the issue and action that should be addressed: Attachments: -Rule drafting materials for REEB 11, 15, 16, 24, 25													
<table style="width: 100%;"> <tr> <td style="width: 40%;">11)</td> <td style="width: 60%; text-align: center;">Authorization</td> </tr> <tr> <td><i>Jake Pelegrin</i></td> <td style="text-align: center;">8/7/26</td> </tr> </table> <table style="width: 100%;"> <tr> <td style="width: 60%;">Signature of person making this request</td> <td style="width: 40%; text-align: center;">Date</td> </tr> </table> <table style="width: 100%;"> <tr> <td style="width: 60%;">Supervisor (if required)</td> <td style="width: 40%; text-align: center;">Date</td> </tr> </table> <table style="width: 100%;"> <tr> <td style="width: 60%;">Executive Director signature (indicates approval to add post agenda deadline item to agenda)</td> <td style="width: 40%; text-align: center;">Date</td> </tr> </table>				11)	Authorization	<i>Jake Pelegrin</i>	8/7/26	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
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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 Bureau Assistant prior to the start of a meeting.													

Text of 2025 WI Act 69

SECTION 1. 452.133 (3) (a) of the statutes is amended to read:

452.133 (3) (a) Accept any fee or compensation related to the transaction from any person other than the licensee's client, ~~principal firm~~, or firm, without the prior written consent of all parties to the transaction. This paragraph does not prohibit an out-of-state broker from accepting a fee or compensation in the case of a cooperative agreement under s. 452.137 (2) (am).

For the above section, there is already an area in the REEB administrative code that says compensation shall comply with s. 452.133 (3) (a) and (c) of the statutes ([REEB 24.05\(1\)](#)). Overall, I don't think the rule needs to make any changes related to the above section. Let me know with any comments or feedback.

SECTION 2. 452.133 (3) (c) of the statutes is amended to read:

452.133 (3) (c) Except as provided in s. 452.19 ~~(4)~~ (1m) (a), refer, recommend, or suggest to a party to the transaction the services of an individual or entity from which the licensee may receive compensation for a referral or in which the licensee has an interest, unless the licensee has disclosed in writing the fact that the licensee may receive compensation or has disclosed in writing an interest in the individual or entity providing the services.

For the above section, same comment as previous.

SECTION 3. 452.1355 of the statutes is created to read:

452.1355 Transactions involving residential property. (1) A listing firm representing an owner in a transaction involving the owner's residential property containing one to 4 dwelling units shall, except as provided in sub. (4), do all of the following:

- (a) Share information on the property with any licensees representing prospective buyers or tenants.
- (b) Respond to inquiries from any licensees representing prospective buyers or tenants.
- (c) Make the property available for showing to prospective buyers or tenants.
- (d) Within one business day from the start date of any agency agreement authorizing the listing firm to sell or lease the owner's property, advertise or market the owner's 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, unless the owner completes and signs a disclosure and opt-out form prescribed by the department that includes all of the following:
 - 1. The owner's written request that the listing firm withhold the owner's property from public marketing or advertising identified by the owner, along with a statement of the reason for the request.

2. The owner's written acknowledgment, initialed by the owner, that all of the following apply:

- 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 at terms favorable to the owner.

(2) A licensee who, in good faith, acts to fulfill the duties under sub. (1) may not be held civilly liable for any disclosure or representation made in fulfilling those duties, unless the licensee knowingly makes a false, deceptive, or misleading representation.

(3) The owner of a residential property containing one to 4 dwelling units may authorize the use of electronic signatures for all documents related to any agency agreement or any disclosure for which a signature is required.

(4) The owner of a residential property containing one to 4 dwelling units may identify by name any licensee, prospective buyer, or prospective tenant that the owner does not wish to work with or allow to view the property, provided that such restrictions comply with all applicable state and federal laws.

(5) The board shall develop and make publicly available a consumer brochure that includes all of the following:

- (a) An explanation of the benefits of publicly marketing property to increase exposure and attract interest from prospective buyers or tenants.
- (b) Information on the potential impacts of limiting the marketing of a property.
- (c) An explanation of the purpose and implications of signing the disclosure and opt-out form under sub. (1) (d).
- (d) Guidance on how marketing restrictions may affect exposure, competition, and final sale price.
- (e) Sample questions for consumers to ask listing firms regarding their marketing strategies.

For the above section being created, requiring marketing of the property unless the seller opts out, this is obviously all new material to the REEB administrative code. Overall it is the board's decision what you want to do with this material. My general recommendation would

be to create a new section REEB 24.19 saying that the listing firm must comply with the requirements under s. 452.1355, Stats.

Another option would be to copy and recreate all the material under s. 452.1355, Stats., into the REEB code. It is up to the board if you think this should be done. Proposed language for these options is in the preliminary rule draft.

SECTION 4. 452.136 (1m) of the statutes is created to read:

452.136 (1m) ADVERTISING ENHANCED BY TECHNOLOGY. A licensee shall in all advertising disclose if the advertising has been altered or modified using technology, including artificial intelligence, to add, remove, or change elements of the property that creates a false or misleading impression of the property.

For the above section, there is already an area in the REEB administrative code that says advertising shall comply with s. 452.136 of the statutes (REEB 24.04). So it isn't really necessary to recreate this provision in code unless the board wants to. Any thoughts?

SECTION 5. 452.19 (title) of the statutes is repealed and recreated to read:

452.19 (title) Fees, commissions, and other compensation.

SECTION 6. 452.19 of the statutes is renumbered 452.19 (1m).

SECTION 7. 452.19 (3) of the statutes is created to read:

452.19 (3) (a) 1. A firm shall not accept compensation of any kind from another firm in connection with brokerage services performed as part of a real estate transaction involving a residential property containing one to 4 dwelling units.

2. The prohibition under subd. 1. applies regardless of whether the firm represents different parties, such as buyer and seller, or whether a non-listing firm is acting as a buyer's agent, as a subagent, or in another cooperative capacity.

3. Subdivision 1. does not prohibit the payment of compensation for a referral fee or a finder's fee as described in sub. (1m).

(b) Any agreement or arrangement that violates this subsection is void and unenforceable.

SECTION 8. 452.19 (4) of the statutes is created to read:

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 (3) and (4) of the statutes being created above are also new material to the REEB administrative code.

(3): Prohibiting firm-to-firm compensation for brokerage services as part of a transaction involving a residential property containing one to 4 dwelling units.

(4): 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 be expressly stated in the offer and signed by both parties in the contract. For a firm to receive such compensation, it must also be documented in the offer. Only as part of transactions involving a residential property containing one to 4 dwelling units.

In general, my recommendation would be to create a new s. REEB 24.05 (6) titled Fees, Commissions, and Other Compensation. It would simply say: Licensees and firms shall comply with the requirements under s. 452.19, Stats., on fees, commissions, and other compensation.

Let me know with any other thoughts on this. This proposal is in the rule draft. It is up to the board if you want to recreate more of this material in the code, or pursue other options.

Last question: does the board want to add any of the above topics from the Act into the requirements for initial education or continuing education? These topics could be added into:

REEB 25.023 *Real estate broker's pre-license business management program.*

REEB 25.028 *Nonresident broker education equivalency.*

REEB 25.033 *Salesperson's pre-license program.*

REEB 25.038 *Nonresident salesperson education equivalency.*

REEB 25.065 *Continuing education requirements for brokers and salespersons.*

If yes, we can prepare language for this to present at the next board meeting. It would also be good to authorize a board member to work with staff on rule drafting.

STATE OF WISCONSIN
REAL ESTATE EXAMINING BOARD

IN THE MATTER OF RULEMAKING	:	PROPOSED ORDER OF THE
PROCEEDINGS BEFORE THE	:	REAL ESTATE EXAMINING BOARD
REAL ESTATE EXAMINING BOARD	:	ADOPTING RULES
	:	(CLEARINGHOUSE RULE)

PROPOSED ORDER

A proposed order of the Real Estate Examining Board to *create* REEB 24.05 (6) and 24.19 relating to marketing, advertising, and compensation.

Analysis prepared by the Department of Safety and Professional Services.

ANALYSIS

Statutes interpreted: Section 452.133 (3) (a), Stats., as amended by 2025 WI Act 69, and ss. 452.1355, 452.136 (1m), and 452.19 (3) and (4), Stats., as created by 2025 WI Act 69.

Statutory authority: Sections 15.08 (5) (b), 227.11 (2) (a), 452.07 (1) and (3), and 452.05 (1) (c) and (d), Stats.

Explanation of agency authority:

Section 15.08 (5) (b), Stats., provides that an examining board “[s]hall promulgate rules for its own guidance and for the guidance of the trade or profession to which it pertains, and define and enforce professional conduct and unethical practices not inconsistent with the law relating to the particular trade or profession.”

Section 227.11 (2) (a), Stats., provides that “[e]ach agency may promulgate rules interpreting the provisions of any statute enforced or administered by the agency, if the agency considers it necessary to effectuate the purpose of the statute, but a rule is not valid if the rule exceeds the bounds of correct interpretation.”

Section 452.07 (1), Stats.: “The board shall promulgate rules for the guidance of the real estate profession and define professional conduct and unethical practice.”

Section 452.07 (3), Stats.: “The board may promulgate rules regarding advertising by brokers or salespersons that do not conflict with s. 452.136.”

Section 452.05 (1) (c), Stats., states that “[the board ... shall] After consultation with the council on real estate curriculum and examinations, promulgate rules establishing criteria for the approval of educational programs and training sessions under s. 452.09 (2) and approve such programs and sessions in accordance with the established criteria.”

Section 452.05 (1) (d), Stats., states that “[the board ... shall] After consultation with the council on real estate curriculum and examinations, brokers and salespersons licensed under this chapter, and interested members of the public, establish criteria for the approval of continuing educational programs and courses in real estate related subjects required for renewal under s. 452.12 (5) (c).”

Related statute or rule: None.

Plain language analysis:

2025 Wisconsin Act 69 will make a variety of changes to laws governing real estate practice. These changes will be in chapter 452 of the Wisconsin Statutes. The Act makes a minor clarification regarding compensation in providing brokerage services. The Act creates new requirements for a listing firm when listing a residential property containing one to 4 dwelling units. These new requirements are generally related to marketing and advertising. They require the listing firm to publicly market and advertise the property unless the owner specifically opts out. It also requires the Board to develop a consumer brochure to promote and explain the benefits of publicly marketing properties for sale. Regarding advertising by licensees, the Act creates a requirement for a disclaimer if images of a property in advertising have been enhanced by technology. Regarding fees and commissions, the Act prohibits firm-to-firm compensation for brokerage services involving a residential property with one to 4 dwelling units. The Act clarifies that in transactions involving a residential property with one to 4 units, for a seller to compensate a non-listing firm for brokerage services, or for a non-listing firm to receive compensation from a party other than their client, these must be expressly stated in the offer or contract.

Wisconsin Administrative Code chapters REEB 11, 15, 16, 24, and 25 contain subject matters that could be affected by these statutory changes. The code chapters cover authority and definitions, obligation to furnish copies and maintain records, approved forms and legal advice, conduct and ethical practices, and education. The board has identified the need to review these chapters and propose updates in line with the statutory changes. The board may also consider other code updates deemed necessary.

Summary of, and comparison with, existing or proposed federal regulation: None.

Summary of public comments received on statement of scope: None.

Comparison with rules in adjacent states:

Illinois: In general, Illinois statutes and code do not contain specific policies similar to those enacted by 2025 WI Act 69. In Illinois, there is no requirement for marketing of residential properties as enacted by 2025 WI Act 69 [225 ILCS 454 Article 10]. Illinois does have strict policies for transparency on compensation in real estate transactions. “A licensee must disclose to a client the sponsoring broker's compensation policy, including the terms of compensation and any amounts offered to cooperating brokers who represent other parties in a transaction” [225 ILCS 454 Article 10, Section 10]. For advertising of real estate, Illinois does have comprehensive provisions that generally require the advertising not to be false or misleading [225 ILCS 454 Article 10, Sections 30 and 35]. Illinois requires brokerage relationships to have

terms agreed in writing. “A sponsoring broker entering into a brokerage relationship with any person for the listing of property or for the purpose of representing any person in the buying, selling, exchanging, renting, or leasing of real estate shall set forth the terms of that relationship in a written brokerage agreement” [225 ILCS 454 Article 15, Section 50].

Iowa: In general, Iowa law and administrative code do not contain similar policies to those enacted by 2025 WI Act 69. Iowa does not require marketing of residential properties as enacted by 2025 WI Act 69. Fee sharing is allowed between parties as long as it is agreed by all parties. “A client’s broker seeking compensation from another broker will obtain authorization and agreement from the cooperating broker prior to closing of the real estate transaction” [193E IAC 7.15 (1)]. “Brokerage agreements will contain a statement disclosing the brokerage policy on cooperating with and compensating other brokerages or the other parties’ agent in the sale, lease, rental, or purchase of real estate, including whether the brokerage intends to split the compensation with other brokerages and any other method for negotiating compensation for another party’s broker. Such disclosure serves to inform the client of any policy that would limit the participation of any other brokerage” [193E IAC 11.2 (1)]. “In any real estate transaction, the broker’s compensation may be paid by the seller, the buyer, the landlord, the tenant, a third party, or splitting of compensation between brokers” [193E IAC 11.2 (4)]. In these instances, written permission by the client is generally required.

Iowa law does contain a provision similar to current s. 452.133 (3) (a), Wis. Stats. “In providing brokerage services, a licensee shall not do either of the following: a. Accept a fee or compensation related to a transaction from a person other than the licensee’s client, unless the licensee has provided written notice to all parties to the transaction that a fee or compensation will be accepted by the licensee from such person” [Iowa Code 543B.56 3.]

Michigan: Michigan real estate law does contain regulations on fee sharing. A licensee may not: “[e]xcept as provided in section 2510(2), share or pay a fee, commission, or other valuable consideration to a person that is not licensed under this article, including payment to any person that provides the name of, or any other information regarding, a potential seller or purchaser of real estate but excluding payment for the purchase of a commercially prepared list of names. However, a licensed real estate broker may pay a commission to a real estate broker that is licensed by another state if the nonresident real estate broker does not conduct in this state a negotiation for which a commission is paid” [MCL 339.2512 (1) (h)].

Sec. 2510. (1) A real estate salesperson shall not accept a commission or valuable consideration for the performance of an act specified in this article from any person other than the real estate broker that employs the salesperson.

(2) If an individual earned commissions or other income while employed by a real estate broker, it is not grounds for disciplinary action under section 2512 for that broker to pay those commissions or income to that individual, regardless of whether that individual is now employed by another real estate broker or is no longer licensed. [MCL 339.2510].

Minnesota: Minnesota real estate law does allow fee sharing among licensees and parties to a transaction. “In connection with a real estate or business opportunity transaction, a real estate broker or real estate salesperson shall not offer, pay, or give, and a person shall not accept, any

compensation or other thing of value from a real estate broker or real estate salesperson by way of commission-splitting, rebate, referral fees, finder's fees, or otherwise.

(b) This subdivision does not apply to transactions:

- (1) between a licensed real estate broker or salesperson and the parties to the transaction;
- (2) among persons licensed as provided in this chapter;
- (3) between a licensed real estate broker or salesperson and persons from other jurisdictions similarly licensed in that jurisdiction;
- (4) involving timeshare or other recreational lands where the amount offered or paid does not exceed \$150, and payment is not conditioned upon any sale but is made merely for providing the referral and the person paying the fee is bound by any representations made by the person receiving the fee; and
- (5) involving a person who receives a referral fee from a person or an agent of a person licensed under this section, provided that in any 12-month period, no recipient may earn more than the value of one month's rent, that the recipient is a resident of the property or has lived there within 60 days of the payment of the fee, and that the person paying the fee is bound by any representations made by the recipient of the fee.

Subd. 3. Undisclosed compensation. A licensee shall not accept, give, or charge any undisclosed compensation or realize any direct or indirect remuneration that inures to the benefit of the licensee on an expenditure made for a principal” [2025 Minnesota Statutes section 82.70, subds. 2 and 3].

Minnesota real estate law does allow sharing of compensation with other brokers. “The seller may, in the listing agreement, authorize the seller's broker to disburse part of the broker's compensation to other brokers, including the buyer's brokers solely representing the buyer” [2025 Minnesota Statutes section 82.70, subd. 4].

Summary of factual data and analytical methodologies:

The Board reviewed 2025 WI Act 69 and Wis. Admin. Code chapters REEB 11, 15, 16, 24, and 25 to determine where changes were needed.

Analysis and supporting documents used to determine effect on small business or in preparation of economic impact analysis:

The proposed rules will be posted for a period of 14 days to solicit public comment on economic impact, including how the proposed rules may affect businesses, local government units, and individuals.

Fiscal Estimate and Economic Impact Analysis:

The Fiscal Estimate and Economic Impact Analysis will be attached upon completion.

Effect on small business:

These proposed rules do not have an economic impact on small businesses, as defined in s. 227.114 (1), Stats. The Department’s Regulatory Review Coordinator may be contacted by email at Jennifer.Garrett@wisconsin.gov, or by calling (608) 266-2112.

Agency contact person:

Jake Pelegrin, Administrative Rules Coordinator, Department of Safety and Professional Services, Office of Chief Legal Counsel, 4822 Madison Yards Way, P.O. Box 14497, Madison, Wisconsin 53708; email at DSPSAdminRules@wisconsin.gov.

Place where comments are to be submitted and deadline for submission:

Comments may be submitted to Jake Pelegrin, Administrative Rules Coordinator, Department of Safety and Professional Services, Office of Chief Legal Counsel, 4822 Madison Yards Way, P.O. Box 14497, Madison, WI 53708-0497, or by email to DSPSAdminRules@wisconsin.gov. Comments must be received on or before the public hearing to be included in the record of rule-making proceedings.

TEXT OF RULE

SECTION 1. REEB 24.05 (6) and 24.19 are created to read:

REEB 24.05 (6) FEES, COMMISSIONS, AND OTHER COMPENSATION. Licensees and firms shall comply with the requirements under s. 452.19, Stats., on fees, commissions, and other compensation.

REEB 24.19 Transactions involving residential property. (1) A listing firm representing an owner in a transaction involving the owner's residential property containing one to 4 dwelling units shall comply with the requirements under s. 452.1355, Stats.

OR

REEB 24.19 Transactions involving residential property. (1) A listing firm representing an owner in a transaction involving the owner's residential property containing one to 4 dwelling units shall, except as provided in sub. (4), 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.

Etc... copy and recreate all the material under s. 452.1355 into the code.

SECTION 2. EFFECTIVE DATE. The rules adopted in this order shall take effect on the first day of the month following publication in the Wisconsin Administrative Register, pursuant to s. 227.22 (2) (intro.), Stats.

(END OF TEXT OF RULE)

This Proposed Order of the Real Estate Examining Board is approved for submission to the Governor and Legislature.

Dated _____

Chair
Real Estate Examining Board

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

AGENDA REQUEST FORM

1) Name and Title of Person Submitting the Request: Will Johnson, Executive Director		2) Date When Request Submitted: 08/14/2026 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 Examining Board			
4) Meeting Date: 08/27/2026	5) Attachments: ☒ Yes ☐ No	6) How should the item be titled on the agenda page? Report and Possible Action from the Real Estate Contractual Forms Advisory Council – Discussion and Consideration • 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 • WB-4 – Residential Condominium Listing Contract – Exclusive Right to Sell • WB-11 – Residential Offer to Purchase • WB-12 – Farm Offer to Purchase • WB-13 – Vacant Land Offer to Purchase • WB-14 – Residential Condominium Offer to Purchase • WB-24 – Option to Purchase • WB-36 – Buyer Agency Agreement • WB-38 – Commercial Buyer Agency/Tenant Representation Agreement • WB-55 – Public Marketing Opt Out Agreement	
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:			

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

11)	Authorization
Will Johnson	08/14/2026
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.	

WB-1 RESIDENTIAL LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

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

2 ■ PROPERTY DESCRIPTION: Street address is: _____

4 in the _____ of _____, County of _____,
5 Wisconsin. Insert additional description, if any, at lines 353-373 or attach as an addendum per lines 374-379.

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

11 ■ NOT INCLUDED IN LIST PRICE: _____

**14 CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the
15 lessor. (See lines 233-247).**

16 ■ LIST PRICE: _____ Dollars (\$ _____).

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

22 The listing firm representing the Seller shall do all of the following:

- 23** (a) Share information on the Property with any licensees representing prospective buyers or tenants;
- 24** (b) Respond to inquiries from any licensees representing prospective buyers or tenants;
- 25** (c) Make the Property available for showing to prospective buyers or tenants; and,
- 26** (d) Within one business day from the start date of any agency agreement authorizing the listing firm to sell or lease
27 the Property, advertise or market the Property for sale or lease on one or more internet platforms or websites
28 accessible to the general public and any real estate licensees representing prospective buyers or tenants.

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

31 See the brochure at <https://dsps.wi.gov/Pages/BoardsCouncils/RealEstate/ContractualForms/Forms.aspx>.

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

35 _____, which are in addition to and separate from any Offer of Compensation. See lines 82-97.

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

38 Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See lines 47-53 regarding the Firm's
39 role as marketing agent and Seller's duty to notify the Firm of any potential buyer known to Seller. Seller agrees that the
40 Firm and its agents may market other properties during the term of this Listing.

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

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

54 **LISTING FIRM COMMISSION** Seller and the Firm agree the Firm's commission shall be _____

55 _____

56 _____

57 _____

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

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

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

69 ■ **DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable in full at the earlier of closing or the date

70 set for closing, even if the transaction does not close, unless otherwise agreed in writing.

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

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

79 **Property.**

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

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

82 **OFFER OF COMPENSATION** State law prohibits real estate firms from paying compensation, excluding referral fees, to

83 another firm. Seller may offer compensation to another firm as an incentive but is not obligated to do so.

84 **There is no standard Offer of Compensation. Offers of Compensation, if any, are not set by law and are fully**

85 **negotiable.**

86 **NOTE: An Offer of Compensation, if any, is separate from the Listing Firm Commission at lines 54-81.**

87 ■ Seller (does) (does not) **STRIKE ONE** ("does not" if neither is stricken) offer compensation to another firm. If Seller is

88 offering compensation to another firm, Seller shall state the terms: _____

89 _____

90 _____

91 _____

92 _____

93 ■ Seller (does) (does not) **STRIKE ONE** ("does" if neither is stricken) authorize Firm to disclose Seller's Offer of

94 Compensation, as described at lines 88-92.

95 **NOTE: Consistent with Wis. Stat. § 452.19, any compensation to be paid to another firm by Seller must be**

96 **documented in the offer to purchase or option to purchase.**

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

98 **BUYER FINANCIAL CAPABILITY** The Firm and its agents are not responsible under Wisconsin statutes or regulations to

99 qualify a buyer's financial capability. If Seller wishes to confirm a buyer's financial capability, Seller may negotiate inclusion of

100 a contingency for financing, proof of funds, qualification from a lender, sale of buyer's property, or other confirmation in any

101 offer to purchase or contract.

102 **DISPUTE RESOLUTION** The Parties understand that if there is a dispute about this Listing or an alleged breach, and

103 the Parties cannot resolve the dispute by mutual agreement, the Parties may consider alternative dispute resolution

104 instead of judicial resolution in court. Alternative dispute resolution may include mediation and binding arbitration.

105 Should the Parties desire to submit any potential dispute to alternative dispute resolution, it is recommended that the

106 Parties add such in Additional Provisions or in an Addendum.

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

108 **FAIR HOUSING** Seller and the Firm and its agents agree that they will not discriminate against any prospective

109 buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section 111.32(13m),

110 disability, religion, national origin, marital status, lawful source of income, age, ancestry, family status, status

111 as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

112 **DISCLOSURE TO CLIENTS**

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

- 115 (a) The duty to provide brokerage services to you fairly and honestly.
- 116 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 117 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
 118 unless disclosure of the information is prohibited by law.
- 119 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
 120 information is prohibited by law. (See lines 248-251.)
- 121 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
 122 confidential information or the confidential information of other parties. (See lines 180-197.)
- 123 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 124 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
 125 advantages and disadvantages of the proposals.

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

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

140 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

- 141 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a
 142 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services
 143 through designated agency, which is one type of multiple representation relationship.
- 144 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or
 145 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide
 146 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.
 147 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,
 148 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal
 149 any of your confidential information to another party unless required to do so by law.
- 150 ■ If a designated agency relationship is not authorized by you or other clients in the transaction you may still authorize or
 151 reject a different type of multiple representation relationship in which the firm may provide brokerage services to more
 152 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,
 153 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same
 154 agent may represent more than one client in a transaction.
- 155 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage
 156 services to more than one client in the transaction.

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

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

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

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

170 **SUBAGENCY**

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

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

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

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

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

- 186 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 248-251).
- 187 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
 188 the property or real estate that is the subject of the transaction.

189 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
 190 information below (see lines 192-194). At a later time, you may also provide the Firm with other information you consider
 191 to be confidential.

192 **CONFIDENTIAL INFORMATION:** _____

193 _____

194 _____

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

196 _____

197 _____

198 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
 199 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as
 200 subagents (other firms engaged by the Firm - see lines 170-174) and firms representing buyers. Cooperation includes
 201 providing access to the Property for showing purposes and presenting offers and other proposals from these firms to
 202 Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to
 203 attend showings, and the specific terms of offers which should not be submitted to Seller: _____

204 _____

205 _____

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

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

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

211 The following other buyers _____

212 _____ are excluded from this Listing until _____ [INSERT DATE].

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

215 **DEFINITIONS**

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

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

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

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

223 ■ **BUYER CLIENT:** A "Buyer Client" is a buyer who has an agency agreement with a firm for brokerage services and
 224 who receives client level services.

225 ■ **BUYER CUSTOMER:** A "Buyer Customer" is a buyer who is provided brokerage services by a firm and any licensees

226 associated with the firm, but who is not a client and who does not receive client level services.

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

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

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

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

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

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

252 ■ **OFFER OF COMPENSATION:** An "Offer of Compensation" means an amount of compensation, offered as an
253 incentive by Seller, to firms working with a Buyer Client or Buyer Customer, subject to any terms set by Seller as
254 performance standards for entitlement to receive the Offer of Compensation, if any.

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

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

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

- 263 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property;
- 264 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential
265 terms upon which the buyer might acquire an interest in the Property; or
- 266 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding
267 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents
268 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (see
269 lines 313-321) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as
270 follows:
 - 271 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the
272 individuals in the Listing; or,
 - 273 b) If the buyer's name has not been provided, by delivery of a written notice identifying the firm or agents with whom the
274 buyer negotiated and the date(s) of any individual showings or other negotiations.

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

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

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

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

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

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

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

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

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

303 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
304 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
305 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
306 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
307 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
308 wrongdoing of the Firm or its agents. Seller acknowledges that individual showings and open houses may be conducted
309 by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and inspections
310 without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be present at all
311 inspections and testing and may photograph or videotape Property unless otherwise provided for in additional provisions
312 at lines 353-373 or in an addendum per lines 374-379.

313 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
314 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.
315 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the commission
316 amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller and the Firm
317 agree that any termination of this Listing by either party before the date stated on line 381 shall be effective by the Seller
318 only if stated in writing and delivered to the Firm in accordance with lines 330-352 and effective by the Firm only if stated
319 in writing by the supervising broker and delivered to Seller in accordance with lines 330-352.

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

322 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the
323 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,
324 the Firm shall hold and disburse earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch. REEB
325 18. If the transaction fails to close and the Seller requests and receives the earnest money as the total liquidated damages,
326 then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash advances made by the
327 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
328 full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment to the Firm
329 shall not terminate this Listing.

330 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of documents
 331 and written notices to a party shall be effective only when accomplished by one of the methods specified at lines 333-
 332 352.
 333 (1) Personal Delivery: giving the document or written notice personally to the party, or the party's recipient for delivery if
 334 named at line 335 or 336.
 335 Seller's recipient for delivery (optional): _____
 336 Firm's recipient for delivery (optional): _____
 337 ☐ (2) Fax: fax transmission of the document or written notice to the following telephone number:
 338 Seller: (_____) _____ Firm: (_____) _____
 339 ☐ (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
 340 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 335 or
 341 336, for delivery to the party's delivery address at line 345 or 346.
 342 ☐ (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
 343 party, or to the party's recipient for delivery if named at line 335 or 336, for delivery to the party's delivery address at line
 344 345 or 346.
 345 Delivery address for Seller: _____
 346 Delivery address for Firm: _____
 347 ☐ (5) Email: electronically transmitting the document or written notice to the party's email address, if given below at
 348 line 351 or 352. If this is a consumer transaction where the property being purchased or the sale proceeds are used
 349 primarily for personal, family or household purposes, each consumer providing an email address below has first
 350 consented electronically as required by federal law.
 351 Email address for Seller: _____
 352 Email address for Firm: _____

353 **ADDITIONAL PROVISIONS** _____
 354 _____
 355 _____
 356 _____
 357 _____
 358 _____
 359 _____
 360 _____
 361 _____
 362 _____
 363 _____
 364 _____
 365 _____
 366 _____
 367 _____
 368 _____
 369 _____
 370 _____
 371 _____
 372 _____
 373 _____.

374 **ADDENDA** The attached addenda _____
 375 _____
 376 _____
 377 _____
 378 _____
 379 _____ is/are made part of this Listing.

380 **TERM OF THE CONTRACT** From the _____ day of _____, _____, up
 381 to the earlier of midnight of the _____ day of _____, _____, or the
 382 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) _____ Date ▲
 Seller's Signature ▲
 Print Name Here ►

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

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

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

Seller Entity Name (if any): _____

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

 Firm Name ▲

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

WB-2 FARM LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

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

2 ■ PROPERTY DESCRIPTION: Street address is: _____

3 _____ in Section _____ in the _____
4 of _____, County of _____, Wisconsin. (Total acreage and breakdown of
5 tillable, pasture or wood lot acreage, etc., may be stated at lines 366-386, or attached as an addendum per lines 387-
6 392.) Insert additional description, if any, at lines 366-386 or attach as an addendum per lines 387-392.

7 ■ INCLUDED IN LIST PRICE: Seller is including in the list price the Property, all Fixtures not excluded on lines 12-14,
8 and the following items: _____
9 _____
10 _____
11 _____.

12 ■ NOT INCLUDED IN LIST PRICE: _____
13 _____
14 _____.

**15 CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the
16 lessor. (See lines 243-260).**

17 ■ LIST PRICE: _____ Dollars (\$ _____).

18 ■ ZONING: Seller represents that the property is zoned: _____.

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

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

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

27 **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property.
28 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 8-11 during the term
29 of this Listing. The marketing may include: _____
30 _____
31 _____.

32 The listing firm representing the Seller shall do all of the following:

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

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

41 See the brochure at <https://dsps.wi.gov/Pages/BoardsCouncils/RealEstate/ContractualForms/Forms.aspx>.

42 The Firm and its agents may advertise the following concessions, incentives, or special financing offered by Seller:
43 _____
44 _____.

45 _____, which are in addition to and separate from any Offer of Compensation. See lines 92-107.

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

**48 Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See lines 57-63 regarding the Firm's
49 role as marketing agent and Seller's duty to notify the Firm of any potential buyer known to Seller. Seller agrees that the
50 Firm and its agents may market other properties during the term of this Listing.**

**51 OPT OUT OF MARKETING: Seller acknowledges that opting out of advertising or marketing may
52 negatively impact the exposure of the Property and potential offers. A listing firm must market the
53 property on one or more internet platforms or websites accessible to the general public and real
54 estate licensees representing prospective buyers or tenants unless the Seller opts out. If Seller is
55 opting out, Seller shall complete the WB-55 Public Marketing Opt-Out Agreement. If Seller
56 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-12 Farm Offer to Purchase 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 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 98-102.

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.

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

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

122 **DISCLOSURE TO CLIENTS**

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

- 125 (a) The duty to provide brokerage services to you fairly and honestly.
- 126 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 127 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
 128 unless disclosure of the information is prohibited by law.
- 129 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
 130 information is prohibited by law. (See lines 261-264.)
- 131 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
 132 confidential information or the confidential information of other parties. (See lines 190-207.)
- 133 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 134 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
 135 advantages and disadvantages of the proposals.

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

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

150 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

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

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

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

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

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

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

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

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

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

180 **SUBAGENCY**

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

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

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

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

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

196 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 261-264).

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

199 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
 200 information below (see lines 202-204). At a later time, you may also provide the Firm with other information you consider
 201 to be confidential.

202 **CONFIDENTIAL INFORMATION:** _____

203 _____

204 _____

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

206 _____

207 _____

208 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
 209 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as
 210 subagents (other firms engaged by the Firm - see lines 180-184) and firms representing buyers. Cooperation includes
 211 providing access to the Property for showing purposes and presenting offers and other proposals from these firms to
 212 Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to
 213 attend showings, and the specific terms of offers which should not be submitted to Seller: _____

214 _____

215 _____

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

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

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

221 The following other buyers _____

222 _____ are excluded from this Listing until _____ [INSERT DATE].

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

225 **DEFINITIONS**

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

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

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

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

- 230 3) Presenting a significant health risk to occupants of the Property.
- 231 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations
- 232 under a contract or agreement made concerning the transaction.
- 233 ■ **BUYER CLIENT:** A "Buyer Client" is a buyer who has an agency agreement with a firm for brokerage services and
- 234 who receives client level services.
- 235 ■ **BUYER CUSTOMER:** A "Buyer Customer" is a buyer who is provided brokerage services by a firm and any licensees
- 236 associated with the firm, but who is not a client and who does not receive client level services.
- 237 ■ **DEADLINES – DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the
- 238 event occurred and by counting subsequent calendar days.
- 239 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that
- 240 would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or
- 241 replaced would significantly shorten or adversely affect the expected normal life of the premises.
- 242 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.
- 243 ■ **FIXTURE:** A "Fixture" is defined as an item of property which is physically attached to or so closely associated with
- 244 land, buildings or improvements so as to be treated as part of the real estate, including, without limitation, physically
- 245 attached items not easily removable without damage to the premises, items specifically adapted to the premises and
- 246 items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and
- 247 storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters and
- 248 available remotes; central heating and cooling units and attached equipment; water heaters, water softeners and
- 249 treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas and satellite dishes (but
- 250 not the component parts); audio/visual wall mounting brackets (but not the audio/visual equipment); garage door opener
- 251 and available remote(s); installed security systems; central vacuum systems and accessories; in-ground sprinkler
- 252 systems and component parts; built-in appliances; ceiling fans and any remote(s) if required for operating; fences; in-
- 253 ground pet containment systems including receiver components; storage buildings on permanent foundations and
- 254 docks/piers on permanent foundations; perennial crops; perennial plants; in-ground and aboveground crop irrigation
- 255 systems; ventilating fans; barn cleaners; silo unloaders; augers; feeding equipment; bulk tanks and refrigeration
- 256 systems; pipeline milking systems; vacuum lines; vacuum pumps and attached motors; and aboveground and
- 257 underground fuel tanks.
- 258 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water**
- 259 **treatment systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 12-14 and in**
- 260 **the offer to purchase.**
- 261 ■ **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such
- 262 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable party,
- 263 that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or affects
- 264 or would affect the party's decision about the terms of such a contract or agreement.
- 265 ■ **OFFER OF COMPENSATION:** An "Offer of Compensation" means an amount of compensation, offered as an
- 266 incentive by Seller, to firms working with a Buyer Client or Buyer Customer, subject to any terms set by Seller as
- 267 performance standards for entitlement to receive the Offer of Compensation, if any.
- 268 ■ **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" shall mean any person joined in interest
- 269 with buyer, or otherwise acting on behalf of buyer, including but not limited to buyer's immediate family, agents, employees,
- 270 directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all corporations,
- 271 partnerships, limited liability companies, trusts or other entities created or controlled by, affiliated with or owned by buyer, in
- 272 whole or in part whether created before or after expiration of this Listing.
- 273 ■ **PROPERTY:** Unless otherwise stated, "Property", means all property included in the list price as described on lines 2-6.
- 274 ■ **PROTECTED BUYER:** Means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term of
- 275 this Listing:
- 276 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property;
- 277 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential
- 278 terms upon which the buyer might acquire an interest in the Property; or
- 279 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding
- 280 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents
- 281 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (see
- 282 lines 326-334) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as
- 283 follows:
- 284 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the
- 285 individuals in the Listing; or,
- 286 b) If the buyer's name has not been provided, by delivery of a written notice identifying the firm or agents with whom the
- 287 buyer negotiated and the date(s) of any individual showings or other negotiations.
- 288 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on behalf of a
- 289 Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on lines 290-294.

290 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
291 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller
292 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing
293 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for
294 Protected Buyers, on the same terms, for one year after the Listing is terminated (see lines 326-334).

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

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

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

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

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

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

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

316 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
317 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
318 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
319 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
320 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
321 wrongdoing of the Firm or its agents. Seller acknowledges that individual showings and open houses may be conducted
322 by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and inspections
323 without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be present at all
324 inspections and testing and may photograph or videotape Property unless otherwise provided for in additional provisions
325 at lines 366-386 or in an addendum per lines 387-392.

326 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
327 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.
328 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the commission
329 amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller and the Firm
330 agree that any termination of this Listing by either party before the date stated on line 394 shall be effective by the Seller
331 only if stated in writing and delivered to the Firm in accordance with lines 343-365 and effective by the Firm only if stated
332 in writing by the supervising broker and delivered to Seller in accordance with lines 343-365.

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

335 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the
336 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,
337 the Firm shall hold and disburse earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch. REEB
338 18. If the transaction fails to close and the Seller requests and receives the earnest money as the total liquidated damages,
339 then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash advances made by the
340 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
341 full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment to the Firm
342 shall not terminate this Listing.

343 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of documents
 344 and written notices to a party shall be effective only when accomplished by one of the methods specified at lines 346-
 345 365.
 346 (1) Personal Delivery: giving the document or written notice personally to the party, or the party's recipient for delivery if
 347 named at line 348 or 349.
 348 Seller's recipient for delivery (optional): _____
 349 Firm's recipient for delivery (optional): _____
 350 ☐ (2) Fax: fax transmission of the document or written notice to the following telephone number:
 351 Seller: (_____) _____ Firm: (_____) _____
 352 ☐ (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
 353 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 348 or
 354 349, for delivery to the party's delivery address at line 358 or 359.
 355 ☐ (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
 356 party, or to the party's recipient for delivery if named at line 348 or 349, for delivery to the party's delivery address at line
 357 358 or 359.
 358 Delivery address for Seller: _____
 359 Delivery address for Firm: _____
 360 ☐ (5) Email: electronically transmitting the document or written notice to the party's email address, if given below at
 361 line 364 or 365. If this is a consumer transaction where the property being purchased or the sale proceeds are used
 362 primarily for personal, family or household purposes, each consumer providing an email address below has first
 363 consented electronically as required by federal law.
 364 Email address for Seller: _____
 365 Email address for Firm: _____

366 **ADDITIONAL PROVISIONS** _____
 367 _____
 368 _____
 369 _____
 370 _____
 371 _____
 372 _____
 373 _____
 374 _____
 375 _____
 376 _____
 377 _____
 378 _____
 379 _____
 380 _____
 381 _____
 382 _____
 383 _____
 384 _____
 385 _____
 386 _____.

387 **ADDENDA** The attached addenda _____
 388 _____
 389 _____
 390 _____
 391 _____
 392 _____ is/are made part of this Listing.

393 **TERM OF THE CONTRACT** From the _____ day of _____, _____, up
 394 to the earlier of midnight of the _____ day of _____, _____, or the
 395 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.

411 (x) _____
 412 Seller's Signature ▲ _____ Date ▲ _____
 413 Print Name Here ► _____

414 (x) _____
 415 Seller's Signature ▲ _____ Date ▲ _____
 416 Print Name Here ► _____

417 (x) _____
 418 Seller's Signature ▲ _____ Date ▲ _____
 419 Print Name Here ► _____

420 (x) _____
 421 Seller's Signature ▲ _____ Date ▲ _____
 422 Print Name Here ► _____

423 Seller Entity Name (if any): _____

424 (x) _____
 425 Authorized Signature ▲ _____ Date ▲ _____
 426 Print Name & Title Here ► _____

427 _____
 428 Firm Name ▲ _____

429 (x) _____
 430 Agent's Signature ▲ _____ Date ▲ _____
 431 Print Name Here ► _____

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

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

2 **PROPERTY DESCRIPTION:** Street address is: _____ in

3 Section _____ in the _____ of _____, County of _____,

4 Wisconsin. Insert additional description, if any, at lines 361-381 or attach as an addendum per lines 382-387.

5 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, all Fixtures not excluded on lines 9-10,

6 and the following items: _____

7 _____

8 _____

9 ■ **NOT INCLUDED IN LIST PRICE:** _____

10 _____

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

12 **lessor. (See lines 250-255).**

13 ■ **LIST PRICE:** _____ Dollars (\$ _____).

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

15 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 6-8 during the term of

16 this Listing. The marketing may include: _____

17 _____

18 _____

19 The listing firm representing the Seller shall do all of the following:

20 (a) Share information on the Property with any licensees representing prospective buyers or tenants;

21 (b) Respond to inquiries from any licensees representing prospective buyers or tenants;

22 (c) Make the Property available for showing to prospective buyers or tenants; and,

23 (d) Within one business day from the start date of any agency agreement authorizing the listing firm to sell or lease

24 the Property, advertise or market the Property for sale or lease on one or more internet platforms or websites

25 accessible to the general public and any real estate licensees representing prospective buyers or tenants.

26 Seller is aware of the benefits of marketing to increase exposure and attract interest from prospective buyers and of the

27 consumer brochure created by the Wisconsin Real Estate Examining Board explaining those benefits.

28 See the brochure at <https://dsps.wi.gov/Pages/BoardsCouncils/RealEstate/ContractualForms/Forms.aspx>.

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

30 _____

31 _____

32 _____, which are in addition to and separate from any Offer of Compensation. See lines 96-110.

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

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

35 Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See lines 44-50 regarding the Firm's

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

37 Firm and its agents may market other properties during the term of this Listing.

38 **OPT OUT OF MARKETING: Seller acknowledges that opting out of advertising or marketing may**

39 **negatively impact the exposure of the Property and potential offers. A listing firm must market the**

40 **property on one or more internet platforms or websites accessible to the general public and real**

41 **estate licensees representing prospective buyers or tenants unless the Seller opts out. If Seller is**

42 **opting out, Seller shall complete the WB-55 Public Marketing Opt-Out Agreement. If Seller**

43 **completes the WB-55 Public Marketing Opt-Out Agreement, it is made part of this Listing.**

44 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with the Firm in the Firm's

45 marketing efforts and to provide the Firm with all records, documents and other material in Seller's possession or control

46 which are required in connection with the sale. Seller authorizes the Firm and its agents to do those acts reasonably

47 necessary to effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple

48 listing service, internet advertising or a lockbox system on the Property. Seller shall promptly refer all persons making

49 inquiries concerning the Property to the Firm and notify the Firm in writing of any potential buyers with whom Seller

50 negotiates or who view the Property with Seller during the term of this Listing.

- 51 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is enrolled
 52 in the following governmental conservation, farmland, environmental, land use or use restricting programs, agreements
 53 or conservation easements, (county, state or federal): _____
 54
- 55 ■ **USE VALUE ASSESSMENT:** Seller represents that (all or some of the Property) (none of the Property) **STRIKE ONE**
 56 has been assessed as agricultural property under use value law.
- 57 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:
 58 _____
- 59 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is subject
 60 to the following special zoning, land use, development restrictions or other conditions affecting the Property:
 61 _____
- 62 ■ **RIGHT OF FIRST REFUSAL:** There (is) (is not) **STRIKE ONE** a right of first refusal on part or all of the Property.
- 63 ■ **ZONING:** Seller represents that the property is zoned: _____
- 64 ■ **UTILITY CONNECTIONS:** Seller represents that the locations of the following utility connections are as follows: (e.g.,
 65 at the lot line, on the property, across the street, unknown, unavailable, etc.): electricity _____;
 66 gas _____; municipal sewer _____; municipal water _____;
 67 telephone _____; cable _____; other _____.
- 68 **LISTING FIRM COMMISSION** Seller and the Firm agree the Firm's commission shall be _____
 69 _____
 70 _____
 71 _____
- 72 ■ **EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:
 73 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
 74 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
 75 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
 76 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
 77 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
 78 price and on substantially the same terms set forth in this Listing and the current WB-13 Vacant Land Offer to
 79 Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer submitting
 80 the written offer has the ability to complete the buyer's obligations under the written offer.
- 81 The Firm's commission shall be earned if, during the term of the Listing, one seller of the Property sells, conveys, exchanges
 82 or options, as described above, an interest in all or any part of the Property to another owner, except by divorce judgment.
- 83 ■ **DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable in full at the earlier of closing or the date
 84 set for closing, even if the transaction does not close, unless otherwise agreed in writing.
- 85 ■ **CALCULATION:** A percentage commission shall be calculated based on the following, if earned above:
 86 • Under 1) or 2) the total consideration between the parties in the transaction.
 87 • Under 3) or 4) the list price if the entire Property is involved.
 88 • Under 3) if the exchange involves less than the entire Property or under 4) if the effective change in ownership or
 89 control involves less than the entire Property, the fair market value of the portion of the Property exchanged or for
 90 which there was an effective change in ownership or control.
 91 • Under 5) the total offered purchase price.
- 92 **NOTE: If a commission is earned for a portion of the Property, it does not terminate the Listing as to any remaining**
 93 **Property.**
- 94 **There is no standard market commission rate. Commissions and types of service may vary by firm.**
 95 **Commissions are not set by law and are fully negotiable.**
- 96 **OFFER OF COMPENSATION** State law prohibits real estate firms from paying compensation, excluding referral fees, to
 97 another firm. Seller may offer compensation to another firm as an incentive but is not obligated to do so.
- 98 **There is no standard Offer of Compensation. Offers of Compensation, if any, are not set by law and are fully**
 99 **negotiable.**
- 100 **NOTE: An Offer of Compensation, if any, is separate from the Listing Firm Commission at lines 68-95.**
- 101 ■ Seller (does) (does not) **STRIKE ONE** ("does not" if neither is stricken) offer compensation to another firm. If Seller is
 102 offering compensation to another firm, Seller shall state the terms: _____
 103 _____
 104 _____
 105 _____
- 106 ■ Seller (does) (does not) **STRIKE ONE** ("does" if neither is stricken) authorize Firm to disclose Seller's **Offer of**
 107 **Compensation**, as described at lines 102-105.
- 108 **NOTE: Consistent with Wis. Stat. § 452.19, any compensation to be paid to another firm by Seller must be**
 109 **documented in the offer to purchase or option to purchase.**
- 110 **NOTE: Seller acknowledges that an offer to purchase may include a request for Seller to compensate another firm.**

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

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

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

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

126 **NON-DISCRIMINATION** Seller and the Firm and its agents agree that they will not discriminate against any
 127 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section
 128 111.32(13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family
 129 status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

130 **DISCLOSURE TO CLIENTS**

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

- 133 (a) The duty to provide brokerage services to you fairly and honestly.
- 134 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 135 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
 136 unless disclosure of the information is prohibited by law.
- 137 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
 138 information is prohibited by law. (See lines 256-259.)
- 139 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
 140 confidential information or the confidential information of other parties. (See lines 198-214.)
- 141 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 142 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
 143 advantages and disadvantages of the proposals.

144 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.** 145 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

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

158 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

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

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

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

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

- 176 ☐ The same firm may represent me and the other party as long as the same agent is not
 177 representing us both. (multiple representation relationship with designated agency)
- 178 ☐ The same firm may represent me and the other party, but the firm must remain neutral regardless
 179 if one or more different agents are involved. (multiple representation relationship without
 180 designated agency)
- 181 ☐ The same firm cannot represent both me and the other party in the same transaction. (I reject
 182 multiple representation relationships)

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

188 **SUBAGENCY**

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

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

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

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

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

- 204 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 256-259).
 205 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
 206 the property or real estate that is the subject of the transaction.

207 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
 208 information below (see lines 210-212). At a later time, you may also provide the Firm with other information you consider
 209 to be confidential.

210 **CONFIDENTIAL INFORMATION:** _____

211 _____

212 _____

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

214 _____

215 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
 216 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as
 217 subagents (other firms engaged by the Firm - see lines 188-192) and firms representing buyers. Cooperation includes
 218 providing access to the Property for showing purposes and presenting offers and other proposals from these firms to
 219 Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to
 220 attend showings, and the specific terms of offers which should not be submitted to Seller: _____

221 _____

222 _____

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

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

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

232 **DEFINITIONS**

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

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

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

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

240 ■ **BUYER CLIENT:** A "Buyer Client" is a buyer who has an agency agreement with a firm for brokerage services and
241 who receives client level services.

242 ■ **BUYER CUSTOMER:** A "Buyer Customer" is a buyer who is provided brokerage services by a firm and any licensees
243 associated with the firm, but who is not a client and who does not receive client level services.

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

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

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

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

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

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

260 ■ **OFFER OF COMPENSATION:** An "Offer of Compensation" means an amount of compensation, offered as an
261 incentive by Seller, to firms working with a Buyer Client or Buyer Customer, subject to any terms set by Seller as
262 performance standards for entitlement to receive the Offer of Compensation, if any.

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

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

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

- 271 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property;
272 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential
273 terms upon which the buyer might acquire an interest in the Property; or
274 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding
275 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents
276 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (**see**
277 **lines 321-329**) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as
278 follows:
279 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the
280 individuals in the Listing; or,
281 b) If the buyer's name has not been provided, by delivery of a written notice identifying the firm or agents with whom the
282 buyer negotiated and the date(s) of any individual showings or other negotiations.

283 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on behalf of a
284 Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on lines **285-289.**

285 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
286 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller
287 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing
288 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for
289 Protected Buyers, on the same terms, for one year after the Listing is terminated (see lines 321-329).

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

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

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

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

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

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

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

311 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
312 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
313 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
314 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
315 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
316 wrongdoing of the Firm or its agents. Seller acknowledges that individual showings and open houses may be conducted
317 by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and inspections
318 without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be present at all
319 inspections and testing and may photograph or videotape Property unless otherwise provided for in additional provisions
320 at lines 361-381 or in an addendum per lines 382-387.

321 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
322 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.
323 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the commission
324 amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller and the Firm
325 agree that any termination of this Listing by either party before the date stated on line 389 shall be effective by the Seller
326 only if stated in writing and delivered to the Firm in accordance with lines 338-360 and effective by the Firm only if stated
327 in writing by the supervising broker and delivered to Seller in accordance with lines 338-360.

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

330 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the
331 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,
332 the Firm shall hold and disburse earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch. REEB
333 18. If the transaction fails to close and the Seller requests and receives the earnest money as the total liquidated damages,
334 then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash advances made by the
335 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
336 full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment to the Firm
337 shall not terminate this Listing.

338 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of documents
 339 and written notices to a party shall be effective only when accomplished by one of the methods specified at lines 341-
 340 360.
 341 (1) Personal Delivery: giving the document or written notice personally to the party, or the party's recipient for delivery if
 342 named at line 343 or 344.
 343 Seller's recipient for delivery (optional): _____
 344 Firm's recipient for delivery (optional): _____
 345 ☐ (2) Fax: fax transmission of the document or written notice to the following telephone number:
 346 Seller: (_____) _____ Firm: (_____) _____
 347 ☐ (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
 348 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 343 or
 349 344, for delivery to the party's delivery address at line 353 or 354.
 350 ☐ (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
 351 party, or to the party's recipient for delivery if named at line 343 or 344, for delivery to the party's delivery address at line
 352 353 or 354.
 353 Delivery address for Seller: _____
 354 Delivery address for Firm: _____
 355 ☐ (5) Email: electronically transmitting the document or written notice to the party's email address, if given below at
 356 line 359 or 360. If this is a consumer transaction where the property being purchased or the sale proceeds are used
 357 primarily for personal, family or household purposes, each consumer providing an email address below has first
 358 consented electronically as required by federal law.
 359 Email address for Seller: _____
 360 Email address for Firm: _____

361 **ADDITIONAL PROVISIONS** _____
 362 _____
 363 _____
 364 _____
 365 _____
 366 _____
 367 _____
 368 _____
 369 _____
 370 _____
 371 _____
 372 _____
 373 _____
 374 _____
 375 _____
 376 _____
 377 _____
 378 _____
 379 _____
 380 _____
 381 _____.

382 **ADDENDA** The attached addenda _____
 383 _____
 384 _____
 385 _____
 386 _____
 387 _____ is/are made part of this Listing.

388 **TERM OF THE CONTRACT** From the _____ day of _____, _____, up
 389 to the earlier of midnight of the _____ day of _____, _____, or the
 390 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.

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

406 (x) _____ Date ▲
 407 Seller's Signature ▲
 408 Print Name Here ►

409 (x) _____ Date ▲
 410 Seller's Signature ▲
 411 Print Name Here ►

412 (x) _____ Date ▲
 413 Seller's Signature ▲
 414 Print Name Here ►

415 (x) _____ Date ▲
 416 Seller's Signature ▲
 417 Print Name Here ►

418 Seller Entity Name (if any): _____

419 (x) _____ Date ▲
 420 Authorized Signature ▲
 421 Print Name & Title Here ►

422 _____
 423 Firm Name ▲

424 (x) _____ Date ▲
 425 Agent's Signature ▲
 426 Print Name Here ►

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

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

2 ■ PROPERTY DESCRIPTION: Street address of the Unit is: _____
3 _____ in the _____ of _____, County of
4 _____, Wisconsin, particularly described as Unit: _____ (Building _____) of
5 _____ Condominium; Seller's interest in the common elements
6 appurtenant to the Unit, together with and subject to the rights, interests, obligations and limitations as set forth in the
7 declaration and condominium plat (and all amendments to them) creating the Condominium, which altogether constitute
8 the Property. Insert additional description, if any, at lines 420-440 or attach as an addendum per lines 441-446.

9 ■ INCLUDED IN LIST PRICE: Seller is including in the list price the Property, Seller's interests in any common surplus
10 and reserves of the Condominium allocated to the Property, Fixtures not excluded on lines 14-16, and the following
11 items: _____
12 _____
13 _____

14 ■ NOT INCLUDED IN LIST PRICE: _____
15 _____
16 _____

**17 CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the
18 lessor. (See lines 233-247).**

19 ■ LIST PRICE: _____ Dollars (\$ _____).

20 [MARKETING] Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property.
21 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 11-13 during the term
22 of this Listing. The marketing may include: _____
23 _____
24 _____

25 The listing firm representing the Seller shall do all of the following:

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

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

34 See the brochure at <https://dsps.wi.gov/Pages/BoardsCouncils/RealEstate/ContractualForms/Forms.aspx>.

35 The Firm and its agents may advertise the following concessions, incentives, or special financing offered by Seller:
36 _____
37 _____

38 _____, which are in addition to and separate from any Offer of Compensation. See lines 86-101.

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

41 Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See lines 297-316 regarding the
42 Firm's role as marketing agent and Seller's duty to notify the Firm of any potential buyer known to Seller. Seller agrees
43 that the Firm and its agents may market other properties during the term of this Listing.

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

50 ■ **LIMITED COMMON ELEMENTS:** The limited common elements assigned to the Unit include: _____
51 _____ See condominium declaration for complete list.

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

53 ■ **PARKING:** The parking is _____
54 _____ The parking fee is \$ _____.
55 ■ **ASSOCIATION FEE:** The association fee for the Property is \$ _____ per _____.

56 ■ **RIGHT OF FIRST REFUSAL:** The condominium association (does) (does not) STRIKE ONE have a right of first refusal on
57 the Property.

58 **LISTING FIRM COMMISSION** Seller and the Firm agree the Firm's commission shall be _____
59 _____
60 _____
61 _____

62 ■ **EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:
63 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
64 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
65 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
66 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
67 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
68 price and on substantially the same terms set forth in this Listing and the current WB-14 Residential Condominium
69 Offer to Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer
70 submitting the written offer has the ability to complete the buyer's obligations under the written offer.

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

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

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

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

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

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

88 **There is no standard Offer of Compensation. Offers of Compensation, if any, are not set by law and are fully**
89 **negotiable.**

90 **NOTE: An Offer of Compensation, if any, is separate from the Listing Firm Commission at lines 58-85.**

91 ■ Seller (does) (does not) STRIKE ONE ("does not" if neither is stricken) offer compensation to another firm. If Seller is
92 offering compensation to another firm, Seller shall state the terms: _____
93 _____
94 _____
95 _____
96 _____

97 ■ Seller (does) (does not) STRIKE ONE ("does" if neither is stricken) authorize Firm to disclose Seller's Offer of
98 Compensation, as described at lines 92-96.

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

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

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

106 **DISPUTE RESOLUTION** The Parties understand that if there is a dispute about this Listing or an alleged breach, and
107 the Parties cannot resolve the dispute by mutual agreement, the Parties may consider alternative dispute resolution
108 instead of judicial resolution in court. Alternative dispute resolution may include mediation and binding arbitration.

109 Should the Parties desire to submit any potential dispute to alternative dispute resolution, it is recommended that the
110 Parties add such in Additional Provisions or in an Addendum.

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

112 **DISCLOSURE TO CLIENTS**

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

- 115 (a) The duty to provide brokerage services to you fairly and honestly.
- 116 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 117 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
118 unless disclosure of the information is prohibited by law.
- 119 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
120 information is prohibited by law. (See lines 248-251.)
- 121 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
122 confidential information or the confidential information of other parties. (See lines 180-197.)
- 123 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 124 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
125 advantages and disadvantages of the proposals.

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

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

140 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

- 141 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a
142 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services
143 through designated agency, which is one type of multiple representation relationship.
- 144 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or
145 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide
146 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.
147 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,
148 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal
149 any of your confidential information to another party unless required to do so by law.
- 150 ■ If a designated agency relationship is not authorized by you or other clients in the transaction you may still authorize or
151 reject a different type of multiple representation relationship in which the firm may provide brokerage services to more
152 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,
153 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same
154 agent may represent more than one client in a transaction.
- 155 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage
156 services to more than one client in the transaction.

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

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

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

170 **SUBAGENCY**

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

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

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

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

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

- 186 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 248-251).
187 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
188 the property or real estate that is the subject of the transaction.

189 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
190 information below (see lines 192-194). At a later time, you may also provide the Firm with other information you consider
191 to be confidential.

192 **CONFIDENTIAL INFORMATION:** _____

193 _____
194 _____

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

196 _____
197 _____

198 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
199 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as
200 subagents (other firms engaged by the Firm - see lines 170-174) and firms representing buyers. Cooperation includes
201 providing access to the Property for showing purposes and presenting offers and other proposals from these firms to
202 Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to
203 attend showings, and the specific terms of offers which should not be submitted to Seller: _____
204 _____
205 _____

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

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

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

211 The following other buyers _____
212 _____ are excluded from this Listing until _____ [INSERT DATE].

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

215 **DEFINITIONS**

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

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

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

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

223 ■ **BUYER CLIENT:** A "Buyer Client" is a buyer who has an agency agreement with a firm for brokerage services and
224 who receives client level services.

225 ■ **BUYER CUSTOMER:** A "Buyer Customer" is a buyer who is provided brokerage services by a firm and any licensees
226 associated with the firm, but who is not a client and who does not receive client level services.

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

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

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

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

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

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

252 ■ **OFFER OF COMPENSATION:** An "Offer of Compensation" means an amount of compensation, offered as an
253 incentive by Seller, to firms working with a Buyer Client or Buyer Customer, subject to any terms set by Seller as
254 performance standards for entitlement to receive the Offer of Compensation, if any.

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

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

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

- 263 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property;
- 264 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential
265 terms upon which the buyer might acquire an interest in the Property; or
- 266 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding
267 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents
268 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (see
269 lines 380-388) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as
270 follows:
 - 271 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the
272 individuals in the Listing; or,
 - 273 b) If the buyer's name has not been provided, by delivery of a written notice identifying the firm or agents with whom the
274 buyer negotiated and the date(s) of any individual showings or other negotiations.

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

277 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
278 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller
279 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing
280 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for
281 Protected Buyers, on the same terms, for one year after the Listing is terminated (see lines 380-388).

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

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

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

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

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

297 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with the Firm in the Firm's
298 marketing efforts and to provide the Firm with all records, documents and other material in Seller's possession or control
299 which are required in connection with the sale, including, but not limited to, copies of the condominium association's
300 condominium disclosure materials as described in lines 317-354. In addition, the Buyer may also request the following:

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

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

317 **CONDOMINIUM DISCLOSURE MATERIALS** Seller agrees to provide buyers with complete, current and accurate
318 copies of the condominium disclosure materials required by Wis. Stat. § 703.33. Seller is required to provide buyers with
319 the condominium disclosure materials within 10 days of acceptance of the offer, but no later than 15 days prior to closing.
320 Seller is responsible, at Seller's expense (see Wis. Stat. § 703.20(2)), to obtain all required condominium disclosure
321 materials (see lines 326-354 below) and condominium documents which may be requested by a buyer in the terms of an
322 offer, (see lines 301-312 above) and to obtain and promptly provide the buyer with any amendments or updates to the
323 condominium disclosure materials arising before closing.

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

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

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

- 340 1) a declarant's statement based on an independent engineer's or architect's report describing the present condition of
341 structural, mechanical and electrical installations;
- 342 2) a statement of the useful life of the items covered in 1), unless a statement that no representations are being made is
343 provided, and

344 3) a list of notices of uncured code or other municipal violations, including an estimate of the costs of curing the
345 violations.

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

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

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

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

370 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
371 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
372 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
373 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
374 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
375 wrongdoing of the Firm or its agents. Seller acknowledges that individual showings and open houses may be conducted
376 by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and inspections
377 without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be present at all
378 inspections and testing and may photograph or videotape Property unless otherwise provided for in additional provisions
379 at lines 420-440 or in an addendum per lines 441-446.

380 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
381 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.
382 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the commission
383 amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller and the Firm
384 agree that any termination of this Listing by either party before the date stated on line 448 shall be effective by the Seller
385 only if stated in writing and delivered to the Firm in accordance with lines 397-419 and effective by the Firm only if stated
386 in writing by the supervising broker and delivered to Seller in accordance with lines 397-419.

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

389 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the
390 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,
391 the Firm shall hold and disburse earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch. REEB
392 18. If the transaction fails to close and the Seller requests and receives the earnest money as the total liquidated damages,
393 then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash advances made by the
394 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
395 full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment to the Firm
396 shall not terminate this Listing.

397 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of documents
398 and written notices to a party shall be effective only when accomplished by one of the methods specified at lines 400-
399 419.

400 (1) Personal Delivery: giving the document or written notice personally to the party, or the party's recipient for delivery if
401 named at line 402 or 403.

402 Seller's recipient for delivery (optional): _____

403 Firm's recipient for delivery (optional): _____

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

405 Seller: (_____) _____ Firm: (_____) _____

406 ☐ (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
407 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 402 or
408 403, for delivery to the party's delivery address at line 412 or 413.

409 ☐ (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
410 party, or to the party's recipient for delivery if named at line 402 or 403, for delivery to the party's delivery address at line
411 412 or 413.

412 Delivery address for Seller: _____

413 Delivery address for Firm: _____

414 ☐ (5) Email: electronically transmitting the document or written notice to the party's email address, if given below at
415 line 418 or 419. If this is a consumer transaction where the property being purchased or the sale proceeds are used
416 primarily for personal, family or household purposes, each consumer providing an email address below has first
417 consented electronically as required by federal law.

418 Email address for Seller: _____

419 Email address for Firm: _____

420 **ADDITIONAL PROVISIONS** _____

421 _____

422 _____

423 _____

424 _____

425 _____

426 _____

427 _____

428 _____

429 _____

430 _____

431 _____

432 _____

433 _____

434 _____

435 _____

436 _____

437 _____

438 _____

439 _____

440 _____.

441 **ADDENDA** The attached addenda _____

442 _____

443 _____

444 _____

445 _____

446 _____ is/are made part of this Listing.

447 **TERM OF THE CONTRACT** From the _____ day of _____, _____, up

448 to the earlier of midnight of the _____ day of _____, _____, or the

449 conveyance of the entire Property.

450
451

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461

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.

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

465 (x) _____

466 Seller's Signature ▲ _____

467 Print Name Here ► _____

468 (x) _____

469 Seller's Signature ▲ _____

470 Print Name Here ► _____

471 (x) _____

472 Seller's Signature ▲ _____

473 Print Name Here ► _____

474 (x) _____

475 Seller's Signature ▲ _____

476 Print Name Here ► _____

477 Seller Entity Name (if any): _____

478 (x) _____

479 Authorized Signature ▲ _____

480 Print Name & Title Here ► _____

481 _____

482 Firm Name ▲ _____

483 (x) _____

484 Agent's Signature ▲ _____

485 Print Name Here ► _____

Date ▲ _____

Date ▲ _____

Date ▲ _____

Date ▲ _____

Date ▲ _____

WB-11 RESIDENTIAL OFFER TO PURCHASE

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

3 The Buyer, _____,
4 offers to purchase the Property known as [Street Address] _____,
5 _____,
6 in the _____ of _____, County
7 of _____ Wisconsin (insert additional description, if any, at lines 569-590 or
8 in an addendum per lines 591-598), on the following terms:

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

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

13 _____
14 _____
15 _____
16 _____

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

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

21 _____
22 _____
23 _____

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

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

37 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented (e.g., water softeners or other water**
38 **treatment systems, LP tanks, etc.) on lines 20-23 or at lines 569-590 or in an addendum per lines 591-598).**

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

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

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

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

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

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

EARNEST MONEY

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

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

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

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

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

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

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

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

109 _____
110 _____
111 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**
112 "Conditions Affecting the Property or Transaction" are defined to include:

113 a. Defects in the roof, basement or foundation (including cracks, seepage and bulges), electrical system, or part of the
114 plumbing system (including the water heater, water softener and swimming pool); or basement, window, or plumbing leaks;
115 overflow from sinks, bathtubs, or sewers; or other water or moisture intrusions or conditions.

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

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 450-452 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/L or higher and written notice objecting to the radon level in the report.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

270 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
271 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.
272 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
273 (even if subject to conditions) that is:

274 (1) signed by Buyer; or

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

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

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

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

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

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

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

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

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

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

acceptance, Buyer shall deliver to Seller either:

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at _____

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

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

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

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

- (3) Any of the following checked below:

☐ Proof of bridge loan financing.

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

Other: _____

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

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

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

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

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

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

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

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

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

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

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

372 ☐ _____.

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

377 ☐ **POST-CLOSING RE-PRORATION:** Buyer and Seller agree to re-prorate the real estate taxes, through the day prior
378 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
379 pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to
380 provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree
381 this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate
382 Firms in this transaction.

383 **TITLE EVIDENCE**

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

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

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

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

401 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's)
402 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
403 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
404 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
405 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 411-
406 416).

407 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
408 or Buyer not less than 5 business days before closing, showing title to the Property as of a date no more than 15 days
409 before delivery of such title evidence to be merchantable per lines 384-392, subject only to liens that will be paid out of the
410 proceeds of closing and standard title insurance requirements and exceptions.

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

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

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

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

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

430 _____
431 _____. Insert additional terms, if any, at lines 569-590 or attach as an addendum per lines 591-598.

432 **DEFINITIONS**

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

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

439 ■ **BUYER CLIENT:** A "Buyer Client" is a buyer who has an agency agreement with a firm for brokerage services and who
440 receives client level services.

441 ■ **BUYER CUSTOMER:** A "Buyer Customer" is a buyer who is provided brokerage services by a firm and any licensees
442 associated with the firm, but who is not a client and who does not receive client level services.

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

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

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

454 ■ **OFFER OF COMPENSATION:** An "Offer of Compensation" means an amount of compensation, offered as an incentive
455 by Seller, to firms working with a Buyer Client or Buyer Customer, subject to any terms set by Seller as performance
456 standards for entitlement to receive the Offer of Compensation, if any.

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

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

459 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of
460 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.

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

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

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

473 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
474 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
475 ordinary wear and tear and changes agreed upon by Parties.

476 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
477 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
478 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

479 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
480 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
481 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
482 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
483 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
484 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
485 the Property.

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

490 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
491 this Offer at lines 569-590 or in an addendum attached per lines 591-598, or lines 427-431 if the Property is leased. At time
492 of Buyer's occupancy, Property shall be in broom swept condition and free of all debris, refuse, and personal property except
493 for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given
494 subject to tenant's rights, if any.

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

498 If Buyer defaults, Seller may:

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

502 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

530 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
531 condition report incorporated in this Offer per lines 105-108, or (2) no later than 10 days after acceptance, Seller delivers
532 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 538-540 apply.

533 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
534 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
535 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
536 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
537 Offer and proceed under lines 502-509.

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

541 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
542 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §
543 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
544 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
545 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
546 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

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

551 **SELLER PAYMENT OF COMPENSATION TO DRAFTING FIRM**

552 **NOTE:** Per Wis. Stat. § 452.19, for any transaction involving a property containing 1 to 4 residential dwelling units, any
553 applicable Offer of Compensation to be paid by Seller is to be documented in the executed offer to purchase or option to
554 purchase.

555 **IF APPLICABLE, CHECK ONLY ONE OF THE TWO BELOW:**

556 ☐ **BUYER AGENT COMPENSATION (BUYER CLIENT):** Seller agrees to pay to Buyer's Firm the amount of
557 _____ (e.g., % of purchase price, dollar amount, etc.), toward Buyer's
558 brokerage fees at closing. Payment made under this provision represents an economic adjustment only and does not
559 create any agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and
560 intended third party beneficiary of this contract. Payment by Seller to Buyer's Firm under this provision is in satisfaction
561 of any Seller Offer of Compensation made to Buyer's Firm.

562 ☐ **SELLER OFFER OF COMPENSATION (BUYER CUSTOMER):** Seller confirms making an Offer of Compensation
563 to the firm working with the Buyer Customer and Seller agrees to pay to the firm working with the Buyer Customer the
564 amount of _____ (e.g., % of purchase price, dollar amount, etc.) as earned Offer
565 of Compensation from Seller at closing. This provision may be used by a subagent or agent working with a Buyer
566 Customer only in response to an Offer of Compensation and consistent with the duties owed by a subagent under Wis.
567 Stat. Ch. 452. Payment by Seller to the firm working with Buyer Customer under this provision is in satisfaction of any
568 Seller Offer of Compensation made to firm working with Buyer Customer.

569 **ADDITIONAL PROVISIONS/CONTINGENCIES**

570 _____
571 _____
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590 _____

591 ☐ **ADDENDA:** The attached _____

592 _____
593 _____
594 _____
595 _____
596 _____
597 _____
598 _____

is/are made part of this Offer.

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 601-617.

(1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 604 or 605.

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 613 or 614.

(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] _____

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) _____ Date ▲

Buyer's Signature ▲

Print Name Here ►

(x) _____ Date ▲

Buyer's Signature ▲

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) _____ Date ▲

Seller's Signature ▲

Print Name Here ►

(x) _____ Date ▲

Seller's Signature ▲

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-12 FARM OFFER TO PURCHASE

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

3 The Buyer, _____,
4 offers to purchase the Property known as _____,
5 _____
6 _____ [e.g., Street Address, Parcel Number(s),
7 legal description, or insert additional description, if any, at lines 797-811, or attach as an addendum per lines 812-815] in
8 the _____ of _____, County of
9 _____ Wisconsin, on the following terms:

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

12 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
13 stated on line 1 of this Offer (unless excluded at lines 18-20), and the following additional items: _____
14 _____
15 _____.

16 **NOTE: Annual crops are not part of the purchase price unless otherwise agreed.**

17 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
18 lines 13-14 and the following: _____
19 _____
20 _____.

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

23 **CAUTION: Identify Fixtures that are on the Property (see lines 25-38) to be excluded by Seller or that are rented**
24 **(e.g., water softeners or other water treatment systems, LP tanks, etc.) and will continue to be owned by the lessor.**
25 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land, buildings or
26 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily
27 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as
28 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows;
29 electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters and available remote(s); central
30 heating and cooling units and attached equipment; water heaters, water softeners and treatment systems; sump pumps;
31 attached or fitted floor coverings; awnings; attached antennas and satellite dishes (but not the component parts);
32 audio/visual wall mounting brackets (but not the audio/visual equipment); garage door openers and available remote(s);
33 installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts;
34 built-in appliances; ceiling fans and any remote(s) if required for operating; fences; in-ground pet containment systems
35 including receiver components; storage buildings on permanent foundations and docks/piers on permanent foundations;
36 perennial crops; perennial plants; in-ground and aboveground crop irrigation systems; ventilating fans; barn cleaners; silo
37 unloaders; augers; feeding equipment; bulk tanks and refrigeration systems; pipeline milking systems; vacuum lines;
38 vacuum pumps and attached motors; and aboveground and underground fuel tanks.

39 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented (e.g., water softeners or other water**
40 **treatment systems, LP tanks, etc.) on lines 18-20 or at lines 797-811, or attach as an addendum per lines 812-815.**
41 **Address annual and perennial crops, livestock, rented fixtures not owned by Seller, fixtures owned by Seller but**
42 **which will not be included in the purchase price (e.g., irrigation systems) and equipment which may be personal**
43 **property but will be included in the purchase price. Annual crops are not part of the purchase price unless**
44 **otherwise agreed.**

45 **LEASED PROPERTY/CROP AGREEMENTS** If any part of the Property is currently subject to any lease(s), rental
46 agreement(s), crop lease(s) or crop agreement(s), and those rights extend beyond closing, Seller shall assign Seller's rights
47 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
48 (written) (oral) **STRIKE ONE** lease(s), rental agreement(s), crop lease(s) or crop agreement(s), if any, are
49 _____
50 _____
51 _____.

52 _____ Insert additional terms, if any, at lines 797-811, or attach as an addendum per lines 812-815.

53 **CAUTION: If Seller or Seller's tenant occupies the Property after closing or retains ownership of or rights to crops**
54 **(see lines 45-52), consider an agreement regarding occupancy, escrow, insurance, utilities, maintenance,**
55 **responsibility for and rights to access and harvest unharvested crops, farm operations, government programs and**
56 **responsibility for clearing the Property of personal property and debris, etc.**

57 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
58 on or before _____.

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

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

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

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

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

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

73 **EARNEST MONEY**

74 ■ EARNEST MONEY of \$ _____ accompanies this Offer.

75 If the Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

76 ■ EARNEST MONEY of \$ _____ will be mailed, or commercially, electronically
77 or personally delivered within _____ days ("5" if left blank) after acceptance.

78 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____
79 _____) **STRIKE THOSE NOT APPLICABLE**
80 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

81 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
82 **attorney as lines 81-101 do not apply. If someone other than Buyer pays earnest money, consider a special**
83 **disbursement agreement.**

84 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

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

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

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

109 _____. If "Time is of the Essence" applies to a date or Deadline,
110 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
111 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

112 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property that includes one-to-four dwelling units
113 to provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never
114 been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example,
115 personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03.

116 The law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance
117 of the contract of sale . . . , to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer
118 who does not receive a report within the 10 days may, within two business days after the end of that 10-day period, rescind
119 the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have
120 certain rescission rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days,
121 but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for additional
122 information regarding rescission rights.

123 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
124 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 131-201) other than those identified in
125 Seller's Real Estate Condition Report dated _____, which was received by Buyer
126 prior to Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS**
127 **APPLICABLE** and _____

128 _____
129 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT.**

130 "Conditions Affecting the Property or Transaction" are defined to include as follows. In this definition, "Property" includes: 1)
131 the land; 2) dwellings; 3) barns and outbuildings and 4) any other real or personal property included in the transaction.

132 a. Defects in the roof, basement or foundation (including cracks, seepage and bulges), electrical system, or part of the
133 plumbing system (including the water heater, water softener and swimming pool); or basement, window, or plumbing leaks;
134 overflow from sinks, bathtubs, or sewers; or other water or moisture intrusions or conditions.

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

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

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

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

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

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

148 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
149 substances on neighboring properties, including dumpsites on the property where pesticides, herbicides, fertilizer or other
150 toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
151 guidelines or other law regulating said disposal.

152 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
153 Property or in a well that serves the Property, including unsafe well water, or out-of-service wells and cisterns not
154 closed/abandoned according to applicable regulations.

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

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

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

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

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

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

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

- 176 p. Nonconforming uses of the Property; conservation easements, restrictive covenants or deed restrictions on the
177 Property; or, other than public rights of way, nonowners having rights to use part of the Property, including, but not limited
178 to, private rights-of-way and easements other than recorded utility easements.
- 179 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
180 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 181 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
182 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 183 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
184 be transferred with the Property because the dam is owned by a homeowners' association, lake district, or similar group of
185 which the Property owner is a member.
- 186 t. No legal access to the Property; or boundary or lot line disputes, noncompliance with fence law (Wis. Stat. Ch. 90),
187 encroachments or encumbrances (including a joint driveway) affecting the Property.
- 188 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition, including livestock
189 siting violations (Wis. Admin. Code Ch. ATPC 51); or any insurance claims relating to damage to the Property within the
190 last five years.
- 191 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
192 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 193 w. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal, reptile, or
194 other insect infestations; or substantial crop damage from disease, insects, soil contamination, wildlife or other causes,
195 diseased trees, or substantial injuries or disease in livestock on the Property or neighboring properties.
- 196 x. Structure on the Property designated as an historic building; all or any part of the Property in an historic district; or one
197 or more burial sites on the Property.
- 198 y. Agreements binding subsequent owners such as a lease agreement or extension of credit from an electric cooperative.
- 199 z. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 200 aa. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive
201 sliding, settling, earth movement or upheavals.
- 202 ☐ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
203 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
204 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
205 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
206 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
207 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
208 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
209 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
210 payback obligation.
- 211 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
212 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
213 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
214 **continued after sale. The Parties agree this provision survives closing.**
- 215 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
216 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
217 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
218 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
219 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by
220 the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
221 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
222 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
223 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
224 and may result in the assessment of penalties. For more information call the local DNR forester or visit
225 <https://dnr.wi.gov/topic/forestry.html>.
- 226 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
227 would be generated from its rental for agricultural use rather than its fair market value. When a person converts
228 agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a
229 conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin
230 Department of Revenue's Equalization Bureau or visit <http://www.revenue.wi.gov/>.
- 231 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from
232 such an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
233 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management
234 or visit <http://www.datcp.state.wi.us/> for more information.
- 235 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
236 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to

plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

SHORELAND ZONING ORDINANCES: All counties must adopt uniform shoreland zoning ordinances in compliance with Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland zoning restrictions, if any.

FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.

CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.

■ **REVIEW OF RECORDS: CAUTION: If surveys, soil analysis, acreage calculations, government program contracts, operating records (including prior use of pesticides or herbicides), etc. are material to Buyer's decision to purchase, Buyer should consider using the Document Review Contingency on lines 258-281 or inserting a contingency for review of these records. See lines 797-811 or use an addendum per lines 812-815.**

☐ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the optional documents checked on lines 259-274 to Buyer within _____ days ("15" if left blank) after acceptance of this Offer: This contingency shall be deemed satisfied unless Buyer, within _____ days ("7" if left blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating that this contingency has not been satisfied. The notice shall identify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s). Buyer shall keep all information reviewed confidential until closing. If this Offer does not close Buyer shall promptly return all documents received from Seller. CHECK ALL THAT APPLY:

☐ Documents evidencing that the sale of the Property has been properly authorized if Seller is a business or an entity.

☐ An inventory of all equipment, appliances, fixtures, tools, supplies and other personal property included in this transaction which is consistent with representations made in this Offer.

☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the personal property and Property to be free and clear of all liens, other than liens to be released prior to or at closing.

☐ Any available agricultural operational records including fertilizer, pesticide and herbicide application, handling and storage, and livestock waste storage and spreading.

☐ Documentation/records confirming tillable land acreage, crop allocation, different crop bases, crop yields such as Farm Service Agency (FSA) reports.

☐ Financial records including profit and loss statements, balance sheets, accounts payable and receivable, and records pertaining to any accrued or payable income, sales, payroll, unemployment, or Social Security taxes relative to the farm operations.

☐ Municipal records, reports or other documentation confirming what development rights have been transferred or received under the applicable municipal Transfer of Development Rights (TDR) ordinances.

☐ Any contracts, leases, permits, licenses, distributorships, or franchises relative to the farm operations.

☐ Other _____

☐ **ZONING CLASSIFICATION CONFIRMATION:** The Offer is contingent upon Buyer obtaining, at Buyer's expense, from municipal or county officials, verification of the Property's zoning and that the Property's zoning allows the following use: _____

_____. This contingency shall be deemed satisfied unless Buyer, within _____ days ("20" if left blank) after acceptance, delivers written notice to Seller, accompanied by a copy of the verification unacceptable to Buyer. Upon delivery of Buyer's notice, this Offer shall be null and void.

☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer) (Seller) ~~STRIKE ONE~~ ("Buyer" if neither is stricken) obtaining the following, including all costs: a CHECK ALL THAT APPLY ☐ rezoning; ☐ conditional use permit; ☐ variance; ☐ building permit; ☐ occupancy permit; ☐ other _____ for the Property for its use as _____.

Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ ("Seller providing" if neither is stricken) a map of the Property dated subsequent to the date of acceptance of this Offer prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: _____

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STRIKE AND COMPLETE AS APPLICABLE. Additional map features that may be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; easements or rights-of-way.

CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline.

This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

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 that may be required to be reported to the Wisconsin Department of Natural Resources.

☐ **WELL WATER TESTING CONTINGENCY:** This Offer is contingent upon Buyer receiving, no later than _____ days (after acceptance) (prior to closing) STRIKE ONE ("prior to closing" if neither is stricken), a current written report from a state-certified or other independent qualified lab that indicates that the well(s) is/are supplying water that is within the levels established by federal or state laws or guidelines regulating public water systems for safe human consumption, relative to the following substances: bacteria (total Coliform and E.coli), nitrate, arsenic and: _____.

(Note: If desired by Buyer or required by Buyer's lender, insert other substances that may affect drinking water safety such as atrazine, pesticides, lead, nitrite, copper, radium, radon, etc., or that may affect water aesthetics, such as iron, sulfur bacteria, etc. See the DNR Web site at <http://dnr.wi.gov/topic/Wells/waterQuality.html> for information).

(Buyer) (Seller) STRIKE ONE ("Buyer" if neither is stricken) shall be responsible for obtaining the report(s), including all costs. All water samples used for testing shall be taken after binding acceptance of this Offer by a licensed plumber or other independent, qualified person.

Seller (shall) (shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure.

See lines 400-419 regarding Contingency satisfaction and the Right to Cure.

☐ **WELL SYSTEM(S) INSPECTION CONTINGENCY:** This Offer is contingent upon Buyer receiving, no later than _____ days (after acceptance) (prior to closing) STRIKE ONE ("prior to closing" if neither is stricken), a current written Property Transfer Well(s) and Pressure System(s) Inspection report from a licensed well driller or a licensed pump installer competent to inspect well systems, which indicates that the _____

_____ [if multiple wells, state number of wells, location(s) and type of well(s), e.g., point driven, number of wells, etc., if known] well(s) and pressure system(s) complies with code. (Buyer) (Seller) STRIKE ONE ("Buyer" if neither is stricken) shall be responsible for obtaining the report(s), including all costs.

☐ CHECK IF APPLICABLE The Party ordering the inspection shall request that well capacity/water yield information be provided, in writing, along with the Property Transfer Well(s) and Pressure System(s) Inspection results form.

If the well is inspected, the Well Water Testing Contingency at lines 326-339 is automatically included in this Offer.

See <https://dnr.wi.gov/files/pdf/pubs/dg/DG0091.pdf> for well inspection and water testing information.

Seller (shall) (shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure.

See lines 409-429 regarding Contingency satisfaction and the Right to Cure.

ABANDONED WELL(S): If Seller has notice or knowledge of an abandoned well(s) on the Property, or any other well(s) required to be closed per applicable law, or Seller is made aware of such a well(s) prior to closing, Seller shall, prior to closing, close the well(s) at Seller's expense and provide Buyer with documentation of closure in compliance with applicable codes or provide Buyer with documentation evidencing the well(s) was previously closed in compliance with the applicable codes in effect at the time of closure.

359 ☐ **PRIVATE SANITARY SYSTEM(S) (POWTS) INSPECTION CONTINGENCY:** This Offer is contingent upon Buyer
360 receiving, no later than _____ days (after acceptance) (prior to closing) **STRIKE ONE** ("prior to closing" if neither is
361 stricken), a current written report from a county sanitarian, licensed master plumber, licensed master plumber-restricted
362 service, licensed plumbing designer, registered engineer, certified POWTS inspector, certified septage operator, and/or a
363 certified soil tester, which indicates that the POWTS conforms to the code in effect when the POWTS was installed, and is
364 not disapproved for current use (is hydraulically functional and structurally sound).

365 **NOTE: This may include a records review to confirm installation date and specifications observed by the installer.**
366 **Different professionals may be needed to inspect different system components. This contingency does not**
367 **authorize soil testing.**

368 See <https://dsps.wi.gov/Documents/Programs/POWTS/GrassGreener.pdf> for additional POWTS information.

369 If required by the inspector, the POWTS is to be pumped at time of inspection.

370 (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for obtaining the report(s), pumping
371 POWTS if required by inspector, and for all costs associated with POWTS inspection.

372 Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

373 **See lines 400-419 regarding Contingency satisfaction and the Right to Cure.**

374 **Buyer is advised to check with the county and local municipality for additional POWTS requirements.**

375 ☐ **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent
376 environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 382-
377 399), that Buyer shall receive no later than _____ days (after acceptance) (prior to closing) **STRIKE ONE** ("prior to
378 closing" if neither is stricken) at (Buyer's) (Seller's) expense **STRIKE ONE** ("Buyer's" if neither is stricken), which discloses
379 no Defects.

380 **NOTE: "Defect" as defined on lines 663-665 means a condition that would have a significant adverse effect on the**
381 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
382 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
383 **of the premises.**

384 For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material
385 contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage
386 tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating
387 the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which
388 Buyer had actual knowledge or written notice before signing the Offer.

389 Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

390 **See lines 409-429 regarding Contingency satisfaction and the Right to Cure.**

391 **■ ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site
392 Assessment") may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use
393 history of the Property, including a search of title records showing private ownership of the Property for a period of 80 years
394 prior to the visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review
395 of environmental licenses, permits or orders issued with respect to the Property; (5) an evaluation of results of any
396 environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property
397 is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
398 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the
399 DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites
400 Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site
401 Assessment performed under this Offer shall comply with generally recognized industry standards (e.g., current American
402 Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines,
403 as applicable.

404 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the**
405 **soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required,**
406 **insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site**
407 **Assessment (evaluation of remediation alternatives) or other site evaluation at lines 797-811 or attach as an**
408 **addendum per lines 812-815.**

409 **■ CONTINGENCY SATISFACTION / RIGHT TO CURE:** Each contingency selected above [Well Water Testing, Well
410 System(s) Inspection, Private Sanitary System(s) (POWTS) Inspection, and Environmental Evaluation, on lines 326-390]
411 shall be deemed satisfied unless Buyer, within 5 days of the deadline for delivery or receipt of the respective applicable
412 report(s), delivers to Seller a copy of the written inspection/testing report(s) and a written notice listing the Defect(s) identified
413 in those report(s) to which Buyer objects or stating why the report(s) do(es) not satisfy the standard set forth in the
414 contingency(ies) selected (Notice of Defects).

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

416 **RIGHT TO CURE:** If Seller has the right to cure, Seller may satisfy this contingency by:

- 417 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
418 stating Seller's election to cure Defects;
419 (2) curing the Defects in a good and workmanlike manner; and
420 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

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

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

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

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

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

426 This Offer shall be null and void if Buyer delivers notice to Seller, within 5 days of the deadline for delivery of the report(s),
427 stating Seller failed to deliver report(s) by the respective stated deadline [if Seller was responsible to provide the report(s)].

428 A POWTS Defect may be cured only by repairing the current POWTS or by replacing the current POWTS with the same
429 type of system which meets the standard stated above, unless otherwise agreed to by the Parties in writing.

430 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 311-325).

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

433 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
434 inspection of _____

435 _____ (list any Property component(s)
436 to be separately inspected, e.g., swimming pool, roof, foundation, chimney, etc.) which discloses no Defects.

437 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
438 they occur prior to the Deadline specified at line 444. Inspection(s) shall be performed by a qualified independent
439 inspector or independent qualified third party.

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

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

443 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
444 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
445 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

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

449 **NOTE: "Defect" as defined on lines 679-681 means a condition that would have a significant adverse effect on the**
450 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
451 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
452 **of the premises.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

475 (2) installing a radon mitigation system in conformance with EPA standards in a good and workmanlike manner and by
476 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
477 no later than three days prior to closing.

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

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

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

- 481 (a) Seller delivers written notice that Seller will not cure; or
482 (b) Seller does not timely deliver the notice of election to cure.

483 **NOTE: For radon information refer to the EPA at epa.gov/radon or the DHS at dhs.wisconsin.gov/radon.**

484 **IF LINE 486 IS NOT MARKED OR IS MARKED N/A LINES 533-544 APPLY.**

485 ☐ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
486 _____ [loan type or specific lender, if any] first mortgage loan commitment as described
487 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than
488 \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial
489 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
490 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
491 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
492 to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan
493 sources or obtaining a construction loan or land contract financing, describe at lines 797-811 or in an addendum attached
494 per lines 812-815. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
495 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
496 lender's appraiser access to the Property.

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

500 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 502 or 503.**

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

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

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

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

- 511 (1) signed by Buyer; or
512 (2) accompanied by Buyer's written direction for delivery.

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

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

518 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 477.
519 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
520 written loan commitment from Buyer.

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

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

- 526 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 522-525; or
527 (2) the Deadline for delivery of the loan commitment on line 488 to deliver to Buyer written notice of Seller's decision to
528 finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain
529 in full force and effect, with the time for closing extended accordingly.

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

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

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

538 _____ [Specify documentation Buyer agrees to deliver to Seller].

539 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
540 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
541 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
542 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject

543 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
 544 access for an appraisal constitute a financing commitment contingency.

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

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

552 ☒ **RIGHT TO CURE:** Seller (shall) (shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure.
 553 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
 554 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal
 555 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
 556 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

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

- 559 (1) Seller does not have the right to cure; or
 560 (2) Seller has the right to cure but:
 561 (a) Seller delivers written notice that Seller will not adjust the purchase price; or
 562 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
 563 report.

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

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

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

- 575 (1) Written waiver of the Closing of Buyer's Property Contingency if line 566 is marked;
 576 (2) Written waiver of _____
 577 _____ (name other contingencies, if any); and

- 578 (3) Any of the following checked below:
 579 ☐ Proof of bridge loan financing.
 580 ☐ Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
 581 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

582 Other: _____
 583 _____.

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

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

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

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

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

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

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

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

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

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

609 ☐ **POST-CLOSING RE-PRORATION:** Buyer and Seller agree to re-prorate the real estate taxes, through the day prior
610 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
611 pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to
612 provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree
613 this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate
614 Firms in this transaction.

615 **TITLE EVIDENCE**

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

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

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

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

633 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's)
634 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
635 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
636 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
637 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 644-
638 651).

639 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
640 or Buyer not more than _____ days after acceptance ("15" if left blank)
641 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable
642 per lines 616-625, subject only to liens which will be paid out of the proceeds of closing and standard title insurance
643 requirements and exceptions, as appropriate.

644 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
645 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
646 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
647 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
648 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
649 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
650 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
651 extinguish Seller's obligations to give merchantable title to Buyer.

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

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

662 **DEFINITIONS**

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

666 ■ **BUYER CLIENT:** A "Buyer Client" is a buyer who has an agency agreement with a firm for brokerage services and who
667 receives client level services.

668 ■ **BUYER CUSTOMER:** A "Buyer Customer" is a buyer who is provided brokerage services by a firm and any licensees
669 associated with the firm, but who is not a client and who does not receive client level services.

670 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
671 registered mail or make regular deliveries on that day.

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

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

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

683 ■ **OFFER OF COMPENSATION:** An "Offer of Compensation" means an amount of compensation, offered as an incentive
684 by Seller, to firms working with a Buyer Client or Buyer Customer, subject to any terms set by Seller as performance
685 standards for entitlement to receive the Offer of Compensation, if any.

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

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

688 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of
689 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.

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

693 **CAUTION: Buyer should verify land and building dimensions, the total square footage formula, total square**
694 **footage/acreage figures, allocation of acreage information, and land dimensions, if material.**

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

702 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
703 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
704 ordinary wear and tear and changes agreed upon by Parties.

705 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
706 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
707 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
708 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
709 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
710 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
711 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
712 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
713 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
714 the Property.

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

719 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
720 this Offer at lines 797-811 or in an addendum attached per lines 812-815, or lines 45-52 if the Property is leased. At time of
721 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
722 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 line 125, 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 766-788 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 730-732.

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 IRS § 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

NOTE: Per Wis. Stat. § 452.19, for any transaction involving a property containing 1 to 4 residential dwelling units, any applicable Offer of Compensation to be paid by Seller is to be documented in the executed offer to purchase or option to purchase.

IF APPLICABLE, CHECK ONLY ONE OF THE TWO BELOW:

☐ **BUYER AGENT COMPENSATION (BUYER CLIENT):** Seller agrees to pay to Buyer's Firm the amount of _____ (e.g., % of purchase price, dollar amount, etc.), toward Buyer's 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. Payment by Seller to Buyer's Firm under this provision is in satisfaction of any Seller Offer of Compensation made to Buyer's Firm.

☐ **SELLER OFFER OF COMPENSATION (BUYER CUSTOMER):** Seller confirms making an Offer of Compensation to the firm working with the Buyer Customer and Seller agrees to pay to the firm working with the Buyer Customer the amount of _____ (e.g., % of purchase price, dollar amount, etc.) as earned Offer of Compensation from Seller at closing. This provision may be used by a subagent or agent working with a Buyer Customer only in response to an Offer of Compensation and consistent with the duties owed by a subagent under Wis. Stat. Ch. 452. Payment by Seller to the firm working with Buyer Customer under this provision is in satisfaction of any Seller Offer of Compensation made to firm working with Buyer Customer.

ADDITIONAL PROVISIONS/CONTINGENCIES

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

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 819-834.

(1) **Personal:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 821 or 822.

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 830 or 831.

☐ (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] _____

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.

849 Buyer Entity Name (if any): _____

850 (x) _____ Date ▲

851 Buyer's/Authorized Signature ▲

852 Print Name/Title Here ►

853 (x) _____ Date ▲

854 Buyer's/Authorized Signature ▲

855 Print Name/Title Here ►

856 Buyer Entity Name (if any): _____

857 (x) _____ Date ▲

858 Buyer's/Authorized Signature ▲

859 Print Name/Title Here ►

860 (x) _____ Date ▲

861 Buyer's/Authorized Signature ▲

862 Print Name/Title Here ►

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

867 Seller Entity Name (if any): _____

868 (x) _____ Date ▲

869 Seller's/Authorized Signature ▲

870 Print Name/Title Here ►

871 (x) _____ Date ▲

872 Seller's/Authorized Signature ▲

873 Print Name/Title Here ►

874 Seller Entity Name (if any): _____

875 (x) _____ Date ▲

876 Seller's/Authorized Signature ▲

877 Print Name/Title Here ►

878 (x) _____ Date ▲

879 Seller's/Authorized Signature ▲

880 Print Name/Title Here ►

881 This Offer was presented to Seller by [Licensee and Firm] _____
 882 _____ on _____ at _____ a.m./p.m.

883 This Offer is rejected _____ This Offer is countered [See attached counter] _____
 884 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

WB-13 VACANT LAND OFFER TO PURCHASE

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

3 The Buyer, _____,
4 offers to purchase the Property known as _____,
5 _____
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 655-660, or attach
7 as an addendum per line 682] in the _____ of _____, County
8 of _____ Wisconsin, on the following terms:

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

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: _____
13 _____.

14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included or
15 not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following: _____
18 _____.

19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented
20 and will continue to be owned by the lessor.**

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

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 655-660 or in an
27 addendum per line 682.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before _____.

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

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

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

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

36 **CLOSING** This transaction is to be closed on _____
37 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the

38 date for closing falls on a Saturday, Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

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

43 **EARNEST MONEY**

44 ■ EARNEST MONEY of \$ _____ accompanies this Offer.

45 If the Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

46 ■ EARNEST MONEY of \$ _____ will be mailed, or commercially, electronically or
47 personally delivered within _____ days ("5" if left blank) after acceptance.

48 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____)
49 _____) **STRIKE THOSE NOT APPLICABLE**

50 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

51 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an
52 attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special
53 disbursement agreement.**

54 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

55 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
56 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository

57 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
58 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
59 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered
60 to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the earnest money:
61 (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court
62 hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4) upon authorization
63 granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain legal services to
64 direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the earnest money any costs
65 and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

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

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

79 _____. If "Time is of the Essence" applies to a date or Deadline,
80 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
81 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

82 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any buildings
83 to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from the real
84 estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who have never
85 occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02 Disclosure . . .
86 the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to the prospective
87 buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report within the 10 days
88 may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by delivering a written notice
89 of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if a Vacant Land Disclosure
90 Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is submitted to Seller. Buyer should
91 review the report form or consult with an attorney for additional information regarding rescission rights.

92 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
93 notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in Seller's
94 Vacant Land Disclosure Report dated _____, which was received by Buyer prior to Buyer signing
95 this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and
96 _____

97 _____
98 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

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

- 100 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
- 101 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
102 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 103 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
104 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
105 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
106 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
- 107 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
108 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
109 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
110 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
111 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
- 112 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
- 113 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in soil,
114 or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or
115 toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located
116 on but not directly serving the Property.
- 117 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
118 substances on neighboring properties.

- 119 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
120 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
121 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
122 that are not closed or abandoned according to applicable regulations.
- 123 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
124 system serving the Property not closed or abandoned according to applicable regulations.
- 125 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
126 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
127 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
128 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
129 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department of
130 Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or
131 not. Department regulations may require closure or removal of unused tanks.)
- 132 k. Existing or abandoned manure storage facilities located on the property.
- 133 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment; remodeling
134 that may increase the Property's assessed value; pending special assessments; or Property is within a special purpose
135 district, such as a drainage district, that has authority to impose assessments on the Property.
- 136 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
137 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
138 involving the Property without required state or local permits.
- 139 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
140 and there are common areas associated with the Property that are co-owned with others.
- 141 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
142 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
143 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
144 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
145 county.
- 146 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
147 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
148 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
149 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
150 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
151 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
152 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
153 other than recorded utility easements.
- 154 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
155 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 156 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop Law,
157 Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 158 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
159 transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or similar
160 group of which the Property owner is a member.
- 161 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
162 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
163 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
164 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the
165 Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 166 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
167 existing condition.
- 168 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting riparian
169 rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 170 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 171 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 172 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
173 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 174 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other Defect
175 or material condition.
- 176 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
- 177 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 178 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
179 lease agreement or an extension of credit from an electric cooperative.
- 180 ☐ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
181 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
182 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation

183 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
184 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
185 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
186 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
187 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
188 payback obligation.

189 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**
190 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**
191 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**
192 **Parties agree this provision survives closing.**

193 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
194 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program
195 that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating
196 lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program
197 changes, the new owner must sign and file a report of the change of ownership on a form provided by the Department of
198 Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and
199 the MFL program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes a landowner
200 makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits
201 under the program or may cause the property to be withdrawn from the program and may result in the assessment of
202 penalties. For more information call the local DNR forester or visit <https://dnr.wisconsin.gov/topic/forestry>.

203 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would
204 be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land
205 to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To
206 obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
207 Equalization Bureau or visit <http://www.revenue.wi.gov/>.

208 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
209 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the Wisconsin
210 Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or visit
211 <http://www.datcp.state.wi.us/> for more information.

212 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
213 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
214 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
215 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
216 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
217 Agency office or visit <http://www.fsa.usda.gov/>.

218 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
219 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet
220 of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for
221 building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may
222 be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must conform
223 to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>. Buyer is
224 advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland zoning
225 restrictions, if any.

226 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
227 where one or both of the properties is used and occupied for farming or grazing purposes.

228 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
229 **occupied for farming or grazing purposes.**

230 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
231 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
232 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
233 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and
234 therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
235 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
236 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
237 development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain of these
238 issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 682). Buyer should
239 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

240 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
241 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on lines
242 256-281 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1) written
243 notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
244 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
245 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
246 checked at lines 256-281.

247 **Proposed Use:** Buyer is purchasing the Property for the purpose of: _____

249 _____ [insert proposed use
250 and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to
251 purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].

252 ☐ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines 251-
253 255.

254 ☐ **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
255 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
256 development.

257 ☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
258 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
259 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
260 Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of the
261 following POWTS that is approved by the State for use with the type of property identified at lines 251-255 CHECK ALL

262 THAT APPLY: ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank;
263 ☐ other: _____.

264 ☐ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
265 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
266 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

267 ☐ **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the
268 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
269 related to Buyer's proposed use: _____.

271 ☐ **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
272 the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE:

273 ☐ electricity _____; ☐ gas _____; ☐ sewer _____;

274 ☐ water _____; ☐ telephone _____; ☐ cable _____;

275 ☐ other _____.

276 ☐ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public roads.

277 ☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer) (Seller) STRIKE ONE ("Buyer" if neither
278 stricken) obtaining the following, including all costs: a CHECK ALL THAT APPLY ☐ rezoning; ☐ conditional use permit;
279 ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 251-255.
280 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
281 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

282 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller
283 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
284 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) STRIKE ONE
285 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
286 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
287 Property, the location of improvements, if any, and: _____.

288 _____
289 STRIKE AND COMPLETE AS APPLICABLE. Additional map features that may be
290 added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
291 dimensions; total acreage or square footage; easements or rights-of-way.

292 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
293 **to obtain the map when setting the deadline.**

294 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
295 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
296 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
297 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to provide
298 the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written notice of
299 termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

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

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

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

315 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

316 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date on
317 line 1 of this Offer that discloses no Defects.

318 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
319 inspection of _____

320 _____ (list any Property component(s) to
321 be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

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

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

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

328 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
329 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
330 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

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

334 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**
335 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that**
336 **if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the**
337 **premises.**

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

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

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

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

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

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

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

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

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

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

349 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

350 ☐ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
351 _____ [loan type or specific lender, if any] first mortgage loan commitment as described
352 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
353 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial
354 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's required
355 monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and
356 private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees to pay discount
357 points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan sources or obtaining
358 a construction loan or land contract financing, describe at lines 655-660 or in an addendum attached per line 682. Buyer
359 agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage
360 loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access
361 to the Property.

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

365 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

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

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

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

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

376 (1) signed by Buyer; or,

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

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

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

383 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357.
384 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
385 written loan commitment from Buyer.

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

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

390 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or

391 (2) the Deadline for delivery of the loan commitment on line 357,

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

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

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

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

401 (2) _____
402 _____ [Specify documentation Buyer agrees to deliver to Seller].

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

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

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

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

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

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

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

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

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

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

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

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

432 null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a financial
433 institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close or proof

434 of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of bridge loan
435 shall not extend the closing date for this Offer.

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

439 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

440 (2) Written waiver of _____
441 _____ (name other contingencies, if any); and

442 (3) Any of the following checked below:

443 ☐ Proof of bridge loan financing.

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

446 Other: _____

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

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

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

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

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

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

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

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

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

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

472 ☐ _____.

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

477 ☐ **POST- CLOSING RE-PRORATION:** Buyer and Seller agree to re-prorate the real estate taxes, through the day prior
478 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-
479 rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide
480 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
481 post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this
482 transaction.

483 **TITLE EVIDENCE**

484 **■ CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
485 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
486 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
487 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
488 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
489 Disclosure Report and in this Offer, general taxes levied in the year of closing and _____

490 _____
491 _____ (insert other allowable exceptions from title, if
492 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
493 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 516-523).

■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank), 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 489-498, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. 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, Buyer shall deliver written notice of termination and 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 655-660 or attach as an addendum per line 682.

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.

■ **BUYER CLIENT:** A "Buyer Client" is a buyer who has an agency agreement with a firm for brokerage services and who receives client level services.

■ **BUYER CUSTOMER:** A "Buyer Customer" is a buyer who is provided brokerage services by a firm and any licensee associated with the firm, but who is not a client and who does not receive client level services.

■ **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.

555 ■ **OFFER OF COMPENSATION:** An "Offer of Compensation" means an amount of compensation, offered as an incentive by
556 Seller, to firms working with a Buyer Client or Buyer Customer, subject to any terms set by Seller as performance standards
557 for entitlement to receive the Offer of Compensation, if any.

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

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

560 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of this
561 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.

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

565 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land**
566 **dimensions, if material.**

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

574 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
575 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
576 ordinary wear and tear.

577 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an amount
578 not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer in writing,
579 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.
580 Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than closing. If
581 the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of the damage
582 and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer
583 shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase
584 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
585 a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

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

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
591 Offer at lines 655-660 or in an addendum attached per line 682, or lines 534-538 if the Property is leased. At time of Buyer's
592 occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging to current
593 tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

597 If Buyer defaults, Seller may:

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

601 If Seller defaults, Buyer may:

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

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

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
610 **READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL EXPLANATION OF**
611 **THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS**
612 **CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN**
613 **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 94-97, 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 637-639 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 601-608.

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

NOTE: Per Wis. Stat. § 452.19, for any transaction involving a property containing 1 to 4 residential dwelling units, any applicable Offer of Compensation to be paid by Seller is to be documented in the executed offer to purchase or option to purchase.

IF APPLICABLE, CHECK ONLY ONE OF THE TWO BELOW:

☐ **BUYER AGENT COMPENSATION (BUYER CLIENT):** Seller agrees to pay to Buyer's Firm the amount of _____ (e.g., % of purchase price, dollar amount, etc.), toward Buyer's 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. Payment by Seller to Buyer's Firm under this provision is in satisfaction of any Seller Offer of Compensation made to Buyer's Firm.

☐ **SELLER OFFER OF COMPENSATION (BUYER CUSTOMER):** Seller confirms making an Offer of Compensation to the firm working with the Buyer Customer and Seller agrees to pay to the firm working with the Buyer Customer the amount of _____ (e.g., % of purchase price, dollar amount, etc.) as earned Offer of Compensation from Seller at closing. This provision may be used by a subagent or agent working with a Buyer Customer only in response to an Offer of Compensation and consistent with the duties owed by a subagent under Wis. Stat. Ch. 452. Payment by Seller to the firm working with Buyer Customer under this provision is in satisfaction of any Seller Offer of Compensation made to firm working with Buyer Customer.

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695 **ADDENDA:** The attached _____
696 _____
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698 _____
699 _____
700 _____
701 _____
702 _____
703 _____ is/are made part of this Offer.
704 _____

723 Email Address for Buyer: _____

726 This Offer was drafted by [Licensee and Firm]

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

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

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

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

739 (x) _____
740 Buyer's Signature ▲ _____ Date ▲ _____
741 Print Name Here ► _____

742 (x) _____
743 Buyer's Signature ▲ _____ Date ▲ _____
744 Print Name Here ► _____

745 (x) _____
746 Buyer's Signature ▲ _____ Date ▲ _____
747 Print Name Here ► _____

748 (x) _____
749 Buyer's Signature ▲ _____ Date ▲ _____
750 Print Name Here ► _____

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

755 (x) _____
756 Seller's Signature ▲ _____ Date ▲ _____
757 Print Name Here ► _____

758 (x) _____
759 Seller's Signature ▲ _____ Date ▲ _____
760 Print Name Here ► _____

761 (x) _____
762 Seller's Signature ▲ _____ Date ▲ _____
763 Print Name Here ► _____

764 (x) _____
765 Seller's Signature ▲ _____ Date ▲ _____
766 Print Name Here ► _____

767 This Offer was presented to Seller by [Licensee and Firm] _____
768 _____ on _____ at _____ a.m./p.m.

769 This Offer is rejected _____ This Offer is countered [See attached counter] _____
770 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

WB-14 RESIDENTIAL CONDOMINIUM OFFER TO PURCHASE

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

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

5 _____
6 in the _____ of _____, County
7 of _____ Wisconsin, particularly described as Unit: _____
8 (Building _____) of _____ Condominium
9 (insert additional description, if any, at lines 710-712 or attach as an addendum per lines 738-744), on the following terms:

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

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

18 _____
19 _____
20 _____

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

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

25 _____
26 _____

27 **CAUTION: Identify Fixtures that are on the Property (see lines 29-39) to be excluded by Seller or that are rented**
28 **(e.g., water softeners or other water treatment systems, LP tanks, etc.) and will continue to be owned by the lessor.**
29 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land, buildings or
30 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily
31 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as
32 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows;
33 electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters and available remote(s); central
34 heating and cooling units and attached equipment; water heaters, water softeners and treatment systems; sump pumps;
35 attached or fitted floor coverings; awnings; attached antennas and satellite dishes (but not the component parts);
36 audio/visual wall mounting brackets (but not the audio/visual equipment); garage door opener and available remote(s);
37 installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts;
38 built-in appliances; ceiling fans and any remote(s) if required for operating; fences; in-ground pet containment systems
39 including receiver components; storage buildings on permanent foundations and docks/piers on permanent foundations.

40 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented (e.g., water softeners or other water**
41 **treatment systems, LP tanks, etc.) on lines 24-26 or at lines 710-712 or attach as an addendum per lines 738-744.**

42 **STORAGE, PARKING AND FEES**

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

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

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

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

49 **NOTE: The Association may charge fees at or subsequent to closing which may include Additional Association,**
50 **reserves, administrative or other fees. Buyer is advised to review the Condominium disclosure materials including,**
51 **but not limited to, current financial disclosure statements and other Condominium materials described on lines**
52 **107-121, as relevant.**

53 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
54 on or before _____. Seller may keep

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

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

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

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

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

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

68 **EARNEST MONEY**

69 ■ EARNEST MONEY of \$ _____ accompanies this Offer.

70 If the Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

71 ■ EARNEST MONEY of \$ _____ will be mailed, or commercially, electronically or
72 personally delivered within _____ days ("5" if left blank) after acceptance.

73 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____
74 _____) **STRIKE THOSE NOT APPLICABLE**
75 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

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

79 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

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

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

101 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
102 occupancy; (4) date of closing; (5) contingency Deadlines; (6) delivery of Condominium disclosure materials (see lines 107-
103 121) **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except: _____

104 _____. If "Time is of the Essence" applies to a date or Deadline,
105 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
106 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

107 **CONDOMINIUM DISCLOSURE MATERIALS** Seller agrees to deliver to Buyer, within 10 days after acceptance of Offer,
108 current and accurate copies of the Condominium disclosure materials required by Wis. Stat. § 703.33. The Condominium
109 disclosure materials include a copy of the following and any amendments to any of these [except as may be limited for
110 Small Condominiums per Wis. Stat. § 703.365]:

- 111 (a) Proposed or existing Declaration, bylaws and any rules or regulations, and an index of the contents.
- 112 (b) Proposed or existing articles of incorporation of the Association, if it is or is to be incorporated.
- 113 (c) Proposed or existing management contract, employment contract or other contract affecting the use, maintenance
114 or access of all or part of the Condominium.
- 115 (d) Projected annual operating budget for the Condominium including reasonable details concerning the estimated monthly
116 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 and map showing location of Common Elements and other facilities available to Unit owners.

(h) The executive summary.

■ **CONVERSION CONDOMINIUMS:** 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.

(3) A list of notices of uncured code or other municipal violations, including an estimate of the costs of curing the violations.

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

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

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

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

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

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

(hereinafter collectively the "listed materials").

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

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

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

■ **ASSOCIATION:** Wis. Stat. § 703.02(1m) provides, "'Association' means all of a condominium's unit owners acting as a group, either through a nonstock corporation or an unincorporated association, in accordance with its bylaws and declaration." The Association is the entity that the Unit owners typically use to act together as a group to manage and

179 maintain the Condominium property and finances. Every Unit owner is automatically a member of the Association, which
180 adopts budgets and sets the amounts of the fees or assessments paid by the Unit owners.

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

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

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

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

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

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

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

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

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

231 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
232 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 240-305) with regard to the Unit,
233 Condominium Common Elements and Limited Common Elements that may be used only by the owner of the Condominium
234 Unit being transferred, other than those identified in Seller’s Real Estate Condition Report dated
235 _____, which was received by Buyer prior to Buyer signing this Offer and which is made a part
236 of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and _____

237 _____

238 _____

239 _____

INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT

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

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

- 302 y. Agreements binding subsequent owners such as a lease agreement or extension of credit from an electric cooperative.
 303 z. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
 304 aa. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive
 305 sliding, settling, earth movement or upheavals.

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

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

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

324 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 306-323).
 325 (1) This Offer is contingent upon a Wisconsin registered or Wisconsin licensed home inspector performing a home inspection
 326 of the Unit and any Limited Common Elements that may be used only by the owner of the Condominium Unit being
 327 transferred after the date on line 1 of this Offer that discloses no Defects.

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

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

332 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
 333 they occur prior to the Deadline specified at line 338. Inspection(s) shall be performed by a qualified independent
 334 inspector or independent qualified third party.

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

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

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

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

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

344 **NOTE: "Defect" as defined on lines 584-586 means a condition that would have a significant adverse effect on the**
 345 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
 346 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
 347 **of the premises.**

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

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

- 350 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
 351 stating Seller's election to cure Defects;
 352 (2) curing the Defects in a good and workmanlike manner; and
 353 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

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

- 355 (1) Seller does not have the right to cure; or
 356 (2) Seller has the right to cure but:
 357 (a) Seller delivers written notice that Seller will not cure; or
 358 (b) Seller does not timely deliver the written notice of election to cure.

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

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

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

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

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

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

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

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

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

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

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

378 **NOTE: For radon information refer to the EPA at epa.gov/radon or the DHS at dhs.wisconsin.gov/radon.**

379 **IF LINE 380 IS NOT MARKED OR IS MARKED N/A LINES 428-439 APPLY.**

380 ☐ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
 381 _____ [loan type or specific lender, if any] first mortgage loan commitment as described
 382 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
 383 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial
 384 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
 385 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
 386 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
 387 to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan
 388 sources or obtaining a construction loan or land contract financing, describe at lines 710-737 or in an addendum attached
 389 per lines 738-744. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
 390 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
 391 lender's appraiser access to the Property.

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

395 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 396 or 397.**

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

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

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

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

406 (1) signed by Buyer; or,

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

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

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

413 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 382.
 414 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
 415 written loan commitment from Buyer.

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

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

421 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 416-419; or

422 (2) the Deadline for delivery of the loan commitment on line 382,

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

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

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

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

432 (2) _____
433 _____ [Specify documentation Buyer agrees to deliver to Seller].

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

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

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

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

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

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

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

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

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

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

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

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

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

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

470 (1) Written waiver of the Closing of Buyer's Property Contingency if line 460 is marked;

471 (2) Written waiver of _____
472 _____ (name other contingencies, if any); and

473 (3) Any of the following checked below:

474 ☐ Proof of bridge loan financing.

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

477 Other: _____

478 _____

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

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

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

490 _____
 491 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
 492 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
 493 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**
 494 ☐ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
 495 taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS CHOICE
 496 APPLIES IF NO BOX IS CHECKED.
 497 ☐ Current assessment times current mill rate (current means as of the date of closing).
 498 ☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
 499 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).
 500 ☐ _____

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

505 ☐ **POST- CLOSING RE-PRORATION:** Buyer and Seller agree to re-prorate the real estate taxes, through the day prior
 506 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
 507 pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to
 508 provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree
 509 this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate
 510 Firms in this transaction.

511 **TITLE EVIDENCE**

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

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

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

530 **■ GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's)
 531 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
 532 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
 533 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
 534 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 540-
 535 545).

536 **■ DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
 537 or Buyer not less than 5 business days before closing, showing title to the Property as of a date no more than 15 days
 538 before delivery of such title evidence to be merchantable per lines 512-522, subject only to liens that will be paid out of the
 539 proceeds of closing and standard title insurance requirements and exceptions.

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

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

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

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

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

564 _____
565 _____. Insert additional terms, if any, at lines 710-737 or attach as an addendum per lines 738-744.

566 **DEFINITIONS**

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

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

573 ■ **BUYER CLIENT:** A "Buyer Client" is a buyer who has an agency agreement with a firm for brokerage services and who
574 receives client level services.

575 ■ **BUYER CUSTOMER:** A "Buyer Customer" is a buyer who is provided brokerage services by a firm and any licensee
576 associated with the firm, but who is not a client and who does not receive client level services.

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

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

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

588 ■ **OFFER OF COMPENSATION:** An "Offer of Compensation" means an amount of compensation, offered as an incentive
589 by Seller, to firms working with a Buyer Client or Buyer Customer, subject to any terms set by Seller as performance
590 standards for entitlement to receive the Offer of Compensation, if any.

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

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

593 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of
594 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.

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

598 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, Unit,**
599 **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 Unit and any Limited Common Elements that may be used only by the owner of the Condominium Unit being transferred 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 the Parties.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING

If, prior to closing, the Unit and any Limited Common Elements that may be used only by the owner of the Condominium Unit being transferred 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 Unit and any Limited Common Elements that may be used only by the owner of the Condominium Unit being transferred 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 Unit and any Limited Common Elements that may be used only by the owner of the Condominium Unit being transferred, 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 Unit and any Limited Common Elements that may be used only by the owner of the Condominium Unit being transferred.

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 Unit and any Limited Common Elements that may be used only by the owner of the Condominium Unit being transferred to determine that there has been no significant change in the condition of the Unit and any Limited Common Elements that may be used only by the owner of the Condominium Unit being transferred, except for ordinary wear and tear and changes approved by Buyer, 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 710-737 or in an addendum attached per lines 738-744, or lines 561-565 if the Property is leased. At time of Buyer's occupancy, the Unit and any Limited Common Elements that may be used only by the owner of the Condominium Unit being transferred 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 231-236, 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 679-682 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 636-655.

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

NOTE: Per Wis. Stat. § 452.19, for any transaction involving a property containing 1 to 4 residential dwelling units, any applicable Offer of Compensation to be paid by Seller is to be documented in the executed offer to purchase or option to purchase.

IF APPLICABLE, CHECK ONLY ONE OF THE TWO BELOW:

☐ **BUYER AGENT COMPENSATION (BUYER CLIENT):** Seller agrees to pay to Buyer's Firm the amount of _____ (e.g., % of purchase price, dollar amount, etc.), toward Buyer's 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. Payment by Seller to Buyer's Firm under this provision is in satisfaction of any Seller Offer of Compensation made to Buyer's Firm.

☐ **SELLER OFFER OF COMPENSATION (BUYER CUSTOMER):** Seller confirms making an Offer of Compensation to the firm working with the Buyer Customer and Seller agrees to pay to the firm working with the Buyer Customer the amount of _____ (e.g., % of purchase price, dollar amount, etc.) as earned Offer of Compensation from Seller at closing. This provision may be used by a subagent or agent working with a Buyer Customer only in response to an Offer of Compensation and consistent with the duties owed by a subagent under Wis. Stat. Ch. 452. Payment by Seller to the firm working with Buyer Customer under this provision is in satisfaction of any Seller Offer of Compensation made to firm working with Buyer Customer.

ADDITIONAL PROVISIONS/CONTINGENCIES

720 _____
 721 _____
 722 _____
 723 _____
 724 _____
 725 _____
 726 _____
 727 _____
 728 _____
 729 _____
 730 _____
 731 _____
 732 _____
 733 _____
 734 _____
 735 _____
 736 _____
 737 _____

738 ☐ **ADDENDA:** The attached _____
 739 _____
 740 _____
 741 _____
 742 _____
 743 _____
 744 _____ is/are made part of this Offer.

745 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
 746 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
 747 748-763.

748 (1) **Personal:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
 749 line 750 or 751.

750 Name of Seller's recipient for delivery, if any: _____

751 Name of Buyer's recipient for delivery, if any: _____

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

753 Seller: (_____) Buyer: (_____) _____

754 ☐ (3) **Commercial:** depositing the document or written notice, fees prepaid or charged to an account, with a commercial
 755 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
 756 line 759 or 760.

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

759 Address for Seller: _____

760 Address for Buyer: _____

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

762 Email Address for Seller: _____

763 Email Address for Buyer: _____

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

766 This Offer was drafted by [Licensee and Firm] _____

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

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

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

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

778 (x) _____
 779 Buyer's Signature ▲ _____ Date ▲ _____
 780 Print Name Here ► _____

781 (x) _____
 782 Buyer's Signature ▲ _____ Date ▲ _____
 783 Print Name Here ► _____

784 (x) _____
 785 Buyer's Signature ▲ _____ Date ▲ _____
 786 Print Name Here ► _____

787 (x) _____
 788 Buyer's Signature ▲ _____ Date ▲ _____
 789 Print Name Here ► _____

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

794 (x) _____
 795 Seller's Signature ▲ _____ Date ▲ _____
 796 Print Name Here ► _____

797 (x) _____
 798 Seller's Signature ▲ _____ Date ▲ _____
 799 Print Name Here ► _____

800 (x) _____
 801 Seller's Signature ▲ _____ Date ▲ _____
 802 Print Name Here ► _____

803 (x) _____
 804 Seller's Signature ▲ _____ Date ▲ _____
 805 Print Name Here ► _____

806 This Offer was presented to Seller by [Licensee and Firm] _____
 807 _____ on _____ at _____ a.m./p.m.

808 This Offer is rejected _____ This Offer is countered [See attached counter] _____
 809 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

WB-36 BUYER AGENCY AGREEMENT

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

5 ■ **PURCHASE PRICE RANGE:** _____

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

10 ■ **EXCLUDED PROPERTIES:** Identify any specific properties or limitations on the scope of this Agreement, including
11 geographic limitations or limitations on types of properties included under this Agreement, by excluding the following
12 from this Agreement: _____
13 _____
14 _____

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

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

25 ■ **LIMITED EXCLUSION PROPERTIES:** The following properties are excluded from this Agreement until _____
26 _____ [Insert Date]; _____
27 _____
28 _____

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

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

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

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

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

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

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

46 ■ **OTHER COMPENSATION:** _____
47 _____

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

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

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

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

58 the Firm not collecting full compensation under this Agreement from the owner or another source, Buyer shall
59 be responsible to pay any uncollected amount.

60 **NOTE: There is no standard market commission rate. Commissions are not set by law and are fully negotiable.**
61 **Commissions and types of service may vary based on the firm you hire. The Firm cannot receive compensation**
62 **for brokerage services from any source that exceeds the amount or rate agreed to in this Agreement.**

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

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

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

81 **DISCLOSURE TO CLIENTS**

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

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

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

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

108 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

- 109 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a
110 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services
111 through designated agency, which is one type of multiple representation relationship.
- 112 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or
113 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide
114 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.

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

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

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

183 **PROPERTY DIMENSIONS** Buyer acknowledges that real property dimensions, total square footage and total acreage
 184 information provided to Buyer may be approximate due to rounding and may vary due to different formulas which can be
 185 used to calculate these figures. Unless otherwise indicated, property dimension figures have not been verified by survey.

186 **CAUTION: Buyer should verify any property dimension or total square footage/acreage calculation which is**
 187 **material to Buyer.**

188 **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 221 1) The subject of a written proposal by Buyer, or Person Acting on Behalf of Buyer, submitted to the Property owner
 222 or owner's agent;
- 223 2) Viewed by Buyer, or Person Acting on Behalf of Buyer, with the owner or owner's agent, or directly negotiated for
 224 by Buyer, or Person Acting on Behalf of Buyer. Direct negotiation means communicating with the owner or
 225 owner's agent regarding any potential terms on which Buyer might acquire an Interest in Property; or
- 226 3) Located or negotiated for by the Firm or its agents, but only if the Firm or its agents deliver the description of the
 227 Property to Buyer, in writing, no later than three days after the earlier of expiration or termination (lines 237-245) of
 228 this Agreement. No written notice shall be required if the Buyer viewed the Property with the Firm or its agents.

229 **LIEN NOTICE** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for commissions
 230 or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial real
 231 estate, if any, that is the subject of this Agreement. "Commercial real estate" includes all real estate except (a) real

232 property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not
 233 contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

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

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

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

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

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

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

257 Buyer's recipient for delivery (optional): _____

258 Firm's recipient for delivery (optional): _____

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

260 Buyer: (_____) _____ Firm: (_____) _____

261 ☐ (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
 262 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 257 or
 263 258, for delivery to the party's delivery address at line 267 or 268.

264 ☐ (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
 265 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
 266 267 or 268.

267 Delivery address for Buyer: _____

268 Delivery address for Firm: _____

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

273 Email address for Buyer: _____

274 Email address for Firm: _____

275 **ADDITIONAL PROVISIONS** _____

276 _____

277 _____

278 _____

279 _____

280 _____

281 _____

282 _____

283 _____

284 _____

285 _____

286 _____

287 _____

288 _____

289 **ADDENDA** The attached _____

290 _____ is/are made a part of this Agreement.

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

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

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

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

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

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

310 (x) _____
 311 Buyer's Signature ▲ _____ Date ▲ _____
 312 Print Name Here ► _____

313 (x) _____
 314 Buyers's Signature ▲ _____ Date ▲ _____
 315 Print Name Here ► _____

316 (x) _____
 317 Buyer's Signature ▲ _____ Date ▲ _____
 318 Print Name Here ► _____

319 (x) _____
 320 Buyer's Signature ▲ _____ Date ▲ _____
 321 Print Name Here ► _____

322 Buyer Entity Name (if any): _____

323 (x) _____
 324 Authorized Signature ▲ _____ Date ▲ _____
 325 Print Name & Title Here ► _____

326 _____
 327 Firm Name ▲ _____

328 (x) _____
 329 Agent's Signature ▲ _____ Date ▲ _____
 330 Print Name Here ► _____

WB-55 PUBLIC MARKETING OPT-OUT AGREEMENT

1 It is agreed that the Listing Contract dated _____ for the property located
2 at: _____ in the _____ of _____,
3 County of _____, Wisconsin, includes this WB-55 Public Marketing Opt-Out Agreement.

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

8 OPT-OUT DISCLOSURE

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

- 11 (a) Real estate licensees and prospective buyers or tenants may not be aware that the owner's property is
12 available for sale or lease.
13 (b) The owner's property will not appear on internet platforms or websites that are used by the general public to
14 search for property listings.
15 (c) Licensees and prospective buyers or tenants may not be aware of the terms and conditions under which the
16 owner is offering the property for sale or lease.
17 (d) The reduced exposure of the property may reduce the number of offers to purchase or lease the property, may
18 result in reduced sales or lease price for the property, and may negatively affect the owner's ability to sell or
19 lease the property.

20 ■ Seller acknowledges the opt-out disclosure at lines 9-19 and the Wisconsin Real Estate Examining Board consumer
21 brochure regarding the benefits of publicly marketing a property to increase exposure and attract prospective buyers or
22 tenants. See the brochure at <https://dsps.wi.gov/Pages/BoardsCouncils/RealEstate/ContractualForms/Forms.aspx>.

23 (x) _____ (x) _____
24 Seller's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲

25 (x) _____ (x) _____
26 Seller's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲

27 Seller's reason for opting out of public marketing or advertising: _____
28 _____

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

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

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

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

39 (x) _____ (x) _____
40 Seller's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲
41 Print Name ► Print Name ►

42 (x) _____ (x) _____
43 Seller's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲
44 Print Name ► Print Name ►

45 (x) _____
46 Agent's Signature ▲ Firm Name ▲ Date ▲
47 Print Name ►