

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 remote(s); 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 Unit and any limited
283 common elements at time of closing and to have the Unit in broom swept condition and free of all debris and personal
284 property except for personal 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 owners' 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, or additional
311 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 _____,
448 up to the earlier of midnight of the _____ day of _____,
449 or conveyance of the entire Property.

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

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

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

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

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

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

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

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

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

Seller Entity Name (if any): _____

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

 Firm Name ▲

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