

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 372-392, or attached as an addendum per lines 393-
6 398.) Insert additional description, if any, at lines 372-392 or attach as an addendum per lines 393-398.

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 243-263).**

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 enrolled
20 in the following governmental conservation, farmland, environmental, land use or use restricting programs, agreements
21 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.**

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

64 **LISTING FIRM COMMISSION** Seller and the Firm agree the Firm's commission shall be _____
 65 _____
 66 _____
 67 _____.

68 ■ **EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:
 69 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
 70 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
 71 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
 72 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
 73 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
 74 price and on substantially the same terms set forth in this Listing and the current WB-12 Farm Offer to Purchase, even
 75 if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer submitting the written offer
 76 has the ability to complete the buyer's obligations under the written offer.

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

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

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

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

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

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

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

96 **NOTE: An Offer of Compensation, if any, is separate from the Listing Firm Commission at lines 64-91.**

97 ■ Seller (does) (does not) **STRIKE ONE** ("does not" if neither is stricken) offer compensation to another firm. If Seller is
 98 offering compensation to another firm, Seller shall state the terms: _____
 99 _____
 100 _____
 101 _____
 102 _____.

103 ■ Seller (does) (does not) **STRIKE ONE** ("does" if neither is stricken) authorize Firm to disclose Seller's Offer of
 104 Compensation, as described at lines 98-102.

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

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

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

112 **NON-DISCRIMINATION** Seller and the Firm and its agents agree that they will not discriminate against any
 113 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section
 114 111.32(13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family
 115 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 264-267.)
- 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 multiple
 174 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 264-267).
- 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 remote(s); 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. Address annual and perennial crops, livestock, rented fixtures not owned by Seller,**
- 261 **fixtures owned by Seller but which will not be included in the list price (e.g., irrigation systems) and equipment**
- 262 **which may be personal property but will be included in the list price. Annual crops are not part of the purchase**
- 263 **price unless otherwise agreed.**
- 264 ■ **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such
- 265 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable party,
- 266 that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or affects
- 267 or would affect the party's decision about the terms of such a contract or agreement.
- 268 ■ **OFFER OF COMPENSATION:** An "Offer of Compensation" means an amount of compensation, offered as an
- 269 incentive by Seller, to firms working with a Buyer Client or Buyer Customer, subject to any terms set by Seller as
- 270 performance standards for entitlement to receive the Offer of Compensation, if any.
- 271 ■ **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" shall mean any person joined in interest
- 272 with buyer, or otherwise acting on behalf of buyer, including but not limited to buyer's immediate family, agents, employees,
- 273 directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all corporations,
- 274 partnerships, limited liability companies, trusts or other entities created or controlled by, affiliated with or owned by buyer, in
- 275 whole or in part whether created before or after expiration of this Listing.
- 276 ■ **PROPERTY:** Unless otherwise stated, "Property," means all property included in the list price as described on lines 2-6.
- 277 ■ **PROTECTED BUYER:** Means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term of
- 278 this Listing:
- 279 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property;
- 280 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential
- 281 terms upon which the buyer might acquire an interest in the Property; or
- 282 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding
- 283 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents
- 284 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (see
- 285 lines 332-340) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as
- 286 follows:
- 287 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the
- 288 individuals in the Listing; or
- 289 b) If the buyer's name has not been provided, by delivery of a written notice identifying the firm or agents with whom the
- 290 buyer negotiated and the date(s) of any individual showings or other negotiations.
- 291 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on behalf of a

292 Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on lines 293-297.

293 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
294 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller
295 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing
296 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for
297 Protected Buyers, on the same terms, for one year after the Listing is terminated (see lines 332-340).

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

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

307 **CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the**
308 **lease(s) unless released by tenant(s), and should address any crop rights and carryovers.**

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

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

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

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

322 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
323 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
324 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
325 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
326 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
327 wrongdoing of the Firm or its agents. Seller acknowledges that individual showings and open houses may be conducted
328 by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and inspections
329 without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be present at all
330 inspections and testing and may photograph or videotape Property unless otherwise provided for in additional provisions
331 at lines 372-392 or in an addendum per lines 393-398.

332 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
333 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.
334 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the commission
335 amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller and the Firm
336 agree that any termination of this Listing by either party before the date stated on line 400 shall be effective by the Seller
337 only if stated in writing and delivered to the Firm in accordance with lines 349-371 and effective by the Firm only if stated
338 in writing by the supervising broker and delivered to Seller in accordance with lines 349-371.

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

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

349 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of documents
 350 and written notices to a party shall be effective only when accomplished by one of the methods specified at lines 352-
 351 371.
 352 (1) Personal Delivery: giving the document or written notice personally to the party, or the party's recipient for delivery if
 353 named at line 354 or 355.
 354 Seller's recipient for delivery (optional): _____
 355 Firm's recipient for delivery (optional): _____
 356 ☐ (2) Fax: fax transmission of the document or written notice to the following telephone number:
 357 Seller: (_____) Firm: (_____) _____
 358 ☐ (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
 359 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 354 or
 360 355, for delivery to the party's delivery address at line 364 or 365.
 361 ☐ (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
 362 party, or to the party's recipient for delivery if named at line 354 or 355, for delivery to the party's delivery address at line
 363 364 or 365.
 364 Delivery address for Seller: _____
 365 Delivery address for Firm: _____
 366 ☐ (5) Email: electronically transmitting the document or written notice to the party's email address, if given below at
 367 line 370 or 371. If this is a consumer transaction where the property being purchased or the sale proceeds are used
 368 primarily for personal, family or household purposes, each consumer providing an email address below has first
 369 consented electronically as required by federal law.
 370 Email address for Seller: _____
 371 Email address for Firm: _____

372 **ADDITIONAL PROVISIONS** _____
 373 _____
 374 _____
 375 _____
 376 _____
 377 _____
 378 _____
 379 _____
 380 _____
 381 _____
 382 _____
 383 _____
 384 _____
 385 _____
 386 _____
 387 _____
 388 _____
 389 _____
 390 _____
 391 _____
 392 _____

393 **ADDENDA** The attached addenda _____
 394 _____
 395 _____
 396 _____
 397 _____
 398 _____ is/are made part of this Listing.

399 **TERM OF THE CONTRACT** From the _____ day of _____, _____, up
 400 to the earlier of midnight of the _____ day of _____, _____, or
 401 the conveyance of the entire Property.

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

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

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

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

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

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

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

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

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

429 Seller Entity Name (if any): _____

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

433 _____
 434 Firm Name ▲

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