

WB-36 BUYER AGENCY AGREEMENT

1 ■ **EXCLUSIVE AUTHORITY TO ACT AS BUYER'S AGENT:** Buyer gives the Firm and its agents the exclusive right to act
2 as Buyer's Agent to Locate an Interest in Property and to Negotiate the Acquisition of an Interest in Property for Buyer,
3 except as excluded under lines 14-29. Buyer agrees that during the term of this Agreement, Buyer will not enter into any
4 other agreements to retain any other buyer's agent(s), except for the excluded properties described in lines 14-29.

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

9 ■ **PURCHASE PRICE RANGE:** _____
10 The purchase price range provides initial search parameters, but the Firm's authority under this Agreement extends to
11 all property within the state of Wisconsin except for those properties excluded as Excluded Properties on lines 14-17
12 and applies to any properties under Excluded Properties Subject to a Prior Agreement on lines 18-26 and under Limited
13 Exclusion Properties on lines 27-29, after the applicable time for the exclusion has ended.

14 ■ **EXCLUDED PROPERTIES:** Identify any specific properties or limitations on the scope of this Agreement, including
15 geographic limitations or limitations on types of properties included under this Agreement, by excluding the following
16 from this Agreement: _____
17 _____.

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

22 **CAUTION: If Buyer does not want this Agreement to apply to properties subject to a prior agency agreement,**
23 **Buyer should identify such properties on lines 20-21. Buyer's failure to exclude from this Agreement a property**
24 **protected under a prior buyer agency agreement(s) may result in Buyer owing commissions under each buyer**
25 **agency agreement. Buyer should consult prior firm(s) or Buyer's legal counsel regarding obligations under any**
26 **prior buyer agency agreement.**

27 ■ **LIMITED EXCLUSION PROPERTIES:** The following properties are excluded from this Agreement until _____
28 [Insert Date]: _____. Insert additional
29 addresses, descriptions, or date limitations, if any, at lines 264-280 or attach as an addendum per lines 281-282.

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

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

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

43 ■ **OTHER COMPENSATION:** _____
44 _____.

45 **[INSERT AMOUNTS AND TYPES OF FEES (E.G., RETAINER, ADVANCE, HOURLY, ETC. AND INDICATE WHEN**
46 **DUE AND PAYABLE.]**

47 ■ **PAYMENT BY OWNER OR OWNER'S AGENT:** The Firm is hereby authorized to seek payment of commission from the
48 owner (e.g., seller) or the owner's agent (e.g., listing firm through the multiple listing service or compensation agreements)
49 provided that all parties to the transaction give prior written consent. Buyer shall pay the Firm's compensation, reduced by
50 any amounts the Firm receives from the owner or the owner's agent.

51 **There is no standard market commission rate. Commissions and types of service may vary by firm and are**
52 **negotiable based on the firm you hire.**

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

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

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

70 **DISCLOSURE TO CLIENTS**

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

- 73 (a) The duty to provide brokerage services to you fairly and honestly.
- 74 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 75 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
 76 unless disclosure of the information is prohibited by law.
- 77 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
 78 information is prohibited by law. (See lines 193-196.)
- 79 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
 80 confidential information or the confidential information of other parties. (See lines 137-156.)
- 81 (f) The duty to safeguard trust funds and other property, the firm or its agents holds.
- 82 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
 83 advantages and disadvantages of the proposals.

84 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.** 85 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

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

97 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

- 98 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a
 99 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services
 100 through designated agency, which is one type of multiple representation relationship.
- 101 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or
 102 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide
 103 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.
 104 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,
 105 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal
 106 any of your confidential information to another party unless required to do so by law.

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

CHECK ONLY ONE OF THE THREE BELOW:

- 114
- 115 The same firm may represent me and the other party as long as the same agent is not
 116 representing us both. (multiple representation relationship with designated agency)
- 117 The same firm may represent me and the other party, but the firm must remain neutral
 118 regardless if one or more different agents are involved. (multiple representation relationship
 119 without designated agency)
- 120 The same firm cannot represent both me and the other party in the same transaction. (I reject
 121 multiple representation relationships)

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

SUBAGENCY

127

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

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

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

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

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

- 143 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes. (See lines 193-196).
 144 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
 145 the property or real estate that is the subject of the transaction.

146 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
 147 information below (see lines 149-151). At a later time, you may also provide the Firm with other information you consider
 148 to be confidential.

149 **CONFIDENTIAL INFORMATION:** _____
 150 _____
 151 _____

152 **NON-CONFIDENTIAL INFORMATION:** The Firm and its agents have permission to disclose Buyer's identity and financial
 153 qualification information to an owner, owner's agents and other third parties without prior consent from Buyer, unless
 154 otherwise provided on lines 149-151. The Firm and its agents may also disclose the following: _____
 155 _____
 156 _____

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

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

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

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

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

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

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

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

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

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

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

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

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

189 ■ **INTEREST IN PROPERTY:** "Interest in Property" means a purchase, option, exchange or other acquisition interest in
 190 Property unless specifically excluded at lines 14-29 or in additional provisions (lines 264-280) or elsewhere in this Agreement.

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

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

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

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

208 ■ **PROPERTY:** "Property" means real property located within the state of Wisconsin.

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

- 210 1) The subject of a written proposal by Buyer, or Person Acting on Behalf of Buyer, submitted to the Property owner
 211 or owner's agent;
- 212 2) Viewed by Buyer, or Person Acting on Behalf of Buyer, with the owner or owner's agent, or directly negotiated for
 213 by Buyer, or Person Acting on Behalf of Buyer. Direct negotiation means communicating with the owner or
 214 owner's agent regarding any potential terms on which Buyer might acquire an Interest in Property; or
- 215 3) Located or negotiated for by the Firm or its agents, but only if the Firm or its agents deliver the description of the
 216 Property to Buyer, in writing, no later than three days after the earlier of expiration or termination (lines 226-234) of
 217 this Agreement. No written notice shall be required if the Buyer viewed the Property with the Firm or its agents.

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

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

226 **TERMINATION OF AGREEMENT** Neither Buyer nor the Firm has the legal right to unilaterally terminate this Agreement
227 absent a material breach of contract by the other party. Buyer understands that the parties to this Agreement are Buyer and
228 the Firm. Agents for the Firm do not have the authority to enter into a mutual agreement to terminate this Agreement, amend
229 the compensation terms or shorten the term of this Agreement, without the written consent of the agent(s)' supervising broker.
230 Buyer and the Firm agree that any termination of this Agreement by either party before the date stated on line 284 shall
231 be effective by Buyer only if stated in writing and delivered to the Firm in accordance with lines 241-263 and effective by
232 the Firm only if stated in writing by the supervising broker and delivered to Buyer in accordance with lines 241-263.

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

235 **EXTENSION OF AGREEMENT TERM** The Agreement term is extended for a period of one year as to any Protected
236 Property under this Agreement. Upon receipt of written request from Buyer or a firm that has a new buyer agency
237 agreement with Buyer, the Firm agrees to promptly deliver to Buyer a written list of those Protected Properties known by
238 the Firm and its agents to which the extension period applies. Should this Agreement be terminated by Buyer prior to the
239 expiration of the term stated in this Agreement, this Agreement shall be extended for Protected Properties, on the same
240 terms, for one year after the Agreement is terminated (lines 226-234).

241 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Agreement, delivery of
242 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at
243 lines 244-263.

244 (1) **Personal Delivery:** giving the document or written notice personally to the party, or the party's recipient for delivery if
245 named at line 246 or 247.

246 Buyer's recipient for delivery (optional): _____

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

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

249 Buyer: (_____) _____ Firm: (_____) _____

250 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
251 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 246 or
252 247, for delivery to the party's delivery address at line 256 or 257.

253 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
254 party, or to the party's recipient for delivery if named at line 246 or 247, for delivery to the party's delivery address at line
255 256 or 257.

256 Delivery address for Buyer: _____

257 Delivery address for Firm: _____

258 (5) **Email:** electronically transmitting the document or written notice to the party's email address, if given below at
259 line 262 or 263. If this is a consumer transaction where the property being purchased or the sale proceeds are used
260 primarily for personal, family or household purposes, each consumer providing an email address below has first
261 consented electronically as required by federal law.

262 Email address for Buyer: _____

263 Email address for Firm: _____

264 **ADDITIONAL PROVISIONS** _____
265 _____
266 _____
267 _____
268 _____
269 _____
270 _____
271 _____
272 _____
273 _____

274 _____
275 _____
276 _____
277 _____
278 _____
279 _____
280 _____

281 **ADDENDA** The attached _____
282 _____ is/are made a part of this Agreement.

283 **TERM OF THE AGREEMENT** From the _____ day of _____,
284 up to and including midnight of the _____ day of _____.
285 Notwithstanding lines 283-284, the Firm and Buyer agree that this Agreement (shall) (shall not) **STRIKE ONE** ("shall" if
286 neither is stricken) end when Buyer acquires an Interest in Property.

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

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

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

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

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

302 (x) _____
303 Buyer's Signature ▲ Print Name ► Date ▲

304 (x) _____
305 Buyer's Signature ▲ Print Name ► Date ▲

306 (x) _____
307 Buyer's Signature ▲ Print Name ► Date ▲

308 (x) _____
309 Buyer's Signature ▲ Print Name ► Date ▲

310 _____
311 Buyer Entity Name (if any) ▲

312 (x) _____
313 Authorized Signature ▲ Date ▲
314 Print Name & Title ►

315 _____
316 Firm Name ▲

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