

WB-39 TENANT REPRESENTATION AGREEMENT

1 ■ **EXCLUSIVE AUTHORITY TO ACT AS TENANT’S REPRESENTATIVE:** Tenant (see lines 223-224) gives the Firm
2 and its agents the exclusive right to act as Tenant’s Agent to Locate an Interest in Property and to Negotiate the Acquisition
3 of an Interest in Property for Tenant, except as excluded under lines 15-30. Tenant agrees that during the term of this
4 Agreement, Tenant will not enter into any other agreements to retain any other tenant’s agent(s), except for the excluded
5 properties described in lines 15-30.

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

10 ■ **RENT RANGE:** _____
11 If specified, the rent range provides initial search parameters, but the Firm’s authority under this Agreement extends to
12 all property within the state of Wisconsin except for those properties excluded as Excluded Properties on lines 15-18 and
13 applies to any properties under Excluded Properties Subject to a Prior Agreement on lines 19-27 and under Limited
14 Exclusion Properties on lines 28-30 after the applicable time for the exclusion has ended.

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

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

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

28 ■ **LIMITED EXCLUSION PROPERTIES:** The following properties are excluded from this Agreement until _____
29 [Insert Date]: _____. Insert additional
30 addresses or descriptions, or date limitations, if any, at lines 271-283 or attach as an addendum per lines 284-285.

31 **COMPENSATION** The Firm’s rental compensation shall be: **COMPLETE AS APPLICABLE**

32 **COMMISSION:** Tenant and the Firm agree the Firm’s commission shall be _____
33 _____.

34 Any percentage commission shall be calculated based on total rent for the Rental Agreement term, unless stated
35 otherwise.

36 ■ **COMMISSION EARNED:** The Firm has earned the Firm’s commission if during the term of this Agreement (or any
37 extension of it), Tenant or any Person Acting on Behalf of Tenant acquires an Interest in Property or enters into an
38 enforceable Rental Agreement, at any terms and rent acceptable to owner and Tenant, regardless of the rent range.

39 ■ **COMMISSION DUE AND PAYABLE:** Once earned, the Firm’s commission is due and payable: **CHECK AND**
40 **COMPLETE AS APPLICABLE**

- 41 Upon execution of the Rental Agreement; (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)
- 42 At the commencement of the Rental Agreement term, even if the Tenant does not take occupancy, unless
- 43 otherwise agreed in writing;
- 44 One-half upon execution of the Rental Agreement and one-half upon occupancy;
- 45 _____
- 46 _____.

47 ■ **PAYMENT BY OWNER OR OWNER’S AGENT:** The Firm is hereby authorized to seek payment of commission from the
48 owner (e.g., lessor or landlord) or the owner’s agent (e.g., listing firm through the multiple listing service or compensation
49 agreements) provided that all parties to the transaction give prior written consent. If the owner or the owner’s agent does
50 not pay the full amount due, Tenant agrees to pay any remaining balance due to the Firm.

51 ■ **OTHER COMPENSATION:** _____
52 _____.

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

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

57 ■ **TENANT QUALIFICATIONS:** Tenant agrees to pay any credit report fees or background check fees charged by the
58 owner or the owner's agent.

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

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

72 **DISCLOSURE TO CLIENTS**

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

75 (a) The duty to provide brokerage services to you fairly and honestly.

76 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.

77 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
78 unless disclosure of the information is prohibited by law.

79 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
80 information is prohibited by law. (See lines 195-198.)

81 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
82 confidential information or the confidential information of other parties. (See lines 139-158.)

83 (f) The duty to safeguard trust funds and other property, the firm or its agents holds.

84 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
85 advantages and disadvantages of the proposals.

86 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT. 87 A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

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

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

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

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

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

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

99 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

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

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

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

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

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

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

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

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

129 **SUBAGENCY**

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

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

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

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

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

- 145 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes. (See lines 195-198).
- 146 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
 147 the property or real estate that is the subject of the transaction.

148 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
 149 information below (see lines 151-153). At a later time, you may also provide the Firm with other information you consider
 150 to be confidential.

151 **CONFIDENTIAL INFORMATION:** _____
 152 _____
 153 _____

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

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

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

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

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

174 **PROPERTY DIMENSIONS** Tenant acknowledges that real property dimensions, total square footage and total acreage
 175 information provided to Tenant may be approximate due to rounding and may vary due to different formulas which can
 176 be used to calculate these figures. Unless otherwise indicated, property dimension figures have not been verified by
 177 survey.

178 **CAUTION: Tenant should verify any property dimension or total square footage/acreage calculation which is**
 179 **material to Tenant.**

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

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

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

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

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

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

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

191 ■ **INTEREST IN PROPERTY:** "Interest in Property" means a lease or rental interest in Property unless specifically excluded
 192 at lines 15-30 in additional provisions (lines 271-283) or elsewhere in this Agreement.

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

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

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

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

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

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

- 212 1) The subject of a written proposal by Tenant, or Person Acting on Behalf of Tenant, submitted to the Property
 213 owner or owner's agent;
- 214 2) Viewed by Tenant, or Person Acting on Behalf of Tenant, with the owner or owner's agent, or directly negotiated
 215 for by Tenant, or Person Acting on Behalf of Tenant. Direct negotiation means communicating with the owner or
 216 owner's agent regarding any potential terms on which Tenant might acquire an Interest in Property; or
- 217 3) Located or negotiated for by the Firm or its agents, but only if the Firm or its agents deliver the description of the
 218 Property to Tenant, in writing, no later than three days after the earlier of expiration or termination (lines 233-241)
 219 of this Agreement. No written notice shall be required if the Tenant viewed the Property with the Firm or its agents.

220 ■ **RENTAL AGREEMENT:** "Rental Agreement" means an oral or written agreement between a landlord and tenant, for
221 the rental or lease of a specific dwelling unit or premises, in which the landlord and tenant agree on the essential terms
222 of the tenancy, such as rent; it includes a lease, but not an agreement to enter into a rental agreement in the future.

223 ■ **TENANT:** "Tenant" means the party executing this Agreement in the context where the party is seeking to acquire an
224 interest in real estate by Rental Agreement.

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

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

233 **TERMINATION OF AGREEMENT** Neither Tenant nor the Firm has the legal right to unilaterally terminate this Agreement
234 absent a material breach of contract by the other party. Tenant understands that the parties to this Agreement are Tenant and
235 the Firm. Agents for the Firm do not have the authority to enter into a mutual agreement to terminate this Agreement, amend
236 the compensation terms or shorten the term of this Agreement, without the written consent of the agent(s)' supervising broker.
237 Tenant and the Firm agree that any termination of this Agreement by either party before the date stated on line 287 shall
238 be effective by Tenant only if stated in writing and delivered to the Firm in accordance with lines 248-270 and effective
239 by the Firm only if stated in writing by the supervising broker and delivered to Tenant in accordance with lines 248-270.

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

242 **EXTENSION OF AGREEMENT TERM** The Agreement term is extended for a period of one year as to any Protected
243 Property under this Agreement. Upon receipt of written request from Tenant or a firm that has a new tenant
244 representation agreement with Tenant, the Firm agrees to promptly deliver to Tenant a written list of those Protected
245 Properties known by the Firm and its agents to which the extension period applies. Should this Agreement be terminated
246 by Tenant prior to the expiration of the term stated in this Agreement, this Agreement shall be extended for Protected
247 Properties, on the same terms, for one year after the Agreement is terminated (lines 233-241).

248 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Agreement, delivery of
249 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at
250 lines 251-270.

251 (1) **Personal Delivery:** giving the document or written notice personally to the party, or the party's recipient for delivery if
252 named at line 253 or 254.

253 Tenant's recipient for delivery (optional): _____
254 Firm's recipient for delivery (optional): _____

255 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
256 Tenant: (_____) _____ Firm: (_____) _____

257 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
258 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 253 or
259 254, for delivery to the party's delivery address at line 263 or 264.

260 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
261 party, or to the party's recipient for delivery if named at line 253 or 254, for delivery to the party's delivery address at line
262 263 or 264.

263 Delivery address for Tenant: _____

264 Delivery address for Firm: _____

265 (5) **Email:** electronically transmitting the document or written notice to the party's email address, if given below at
266 line 269 or 270. If this is a consumer transaction where the property being purchased or the sale proceeds are used
267 primarily for personal, family or household purposes, each consumer providing an email address below has first
268 consented electronically as required by federal law.

269 Email address for Tenant: _____

270 Email address for Firm: _____

271 **ADDITIONAL PROVISIONS** _____
272 _____
273 _____
274 _____
275 _____
276 _____

277 _____
278 _____
279 _____
280 _____
281 _____
282 _____
283 _____

284 **ADDENDA** The attached _____
285 _____ is/are made a part of this Agreement.

286 **TERM OF THE AGREEMENT** From the _____ day of _____,
287 up to and including midnight of the _____ day of _____.
288 Notwithstanding lines 286-287, the Firm and Tenant agree that this Agreement (shall) (shall not) **STRIKE ONE** ("shall" if
289 neither is stricken) end when Tenant acquires an Interest in Property.

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

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

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

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

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

305 (x) _____
306 Tenant's Signature ▲ Print Name ► Date ▲

307 (x) _____
308 Tenant's Signature ▲ Print Name ► Date ▲

309 (x) _____
310 Tenant's Signature ▲ Print Name ► Date ▲

311 (x) _____
312 Tenant's Signature ▲ Print Name ► Date ▲

313 _____
314 Tenant Entity Name (if any) ▲

315 (x) _____
316 Authorized Signature ▲ Date ▲
317 Print Name & Title ►

318 _____
319 Firm Name ▲

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