

WB-37 RESIDENTIAL LISTING CONTRACT - EXCLUSIVE RIGHT TO RENT

Do not use as a property management agreement or listing for sale.

1 **OWNER GIVES THE FIRM THE EXCLUSIVE RIGHT TO RENT THE RENTAL UNIT(S) LOCATED AT** _____
2 _____
3 _____ (street address) in the _____ of
4 _____ County of _____, Wisconsin ("Premises"), more particularly
5 described as: _____
6 _____ (list unit numbers if applicable)
7 (the "Rental Units"), under the terms of this Listing. Insert additional description at lines 275-301 or in an addendum per lines 302-303, as needed.

8 **RENTAL UNITS AND RENTAL TERMS:** List the individual Rental Unit(s) and specify proposed rental terms below or at lines 17-20, 275-301, or
9 attach as an addendum per lines 302-303. Consider addressing furniture, appliances, equipment, designated parking and storage areas, utilities
10 and restrictions on tenant's use and occupancy (pets, smoking, etc.). Also see lines 233-235 regarding repairs/build-outs Owner agrees to
11 complete.

UNIT NO.	RENT	SECURITY DEP.	MINIMUM TERM	CURRENT STATUS	OTHER RENTAL TERMS
	\$	\$			
	\$	\$			
	\$	\$			
	\$	\$			

12 **ADDITIONAL RENTAL TERMS** _____
13 _____
14 _____
15 _____
16 _____

17 **EXCLUSIONS** All persons who may acquire an interest in the Rental Unit(s) as a Protected Tenant under a prior listing contract are excluded from
18 this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing. Within seven days of the date of this Listing, Owner
19 agrees to deliver to the Firm a written list of all such Protected Tenants.

20 **NOTE: If Owner fails to timely deliver this list to the Firm, Owner may be liable to the Firm for damages and costs.**
21 The following other tenants _____
22 _____ are excluded from this Listing until _____ [INSERT DATE].
23 These other tenants are no longer excluded from this Listing after the specified date unless, on or before the specified date, Owner has either
24 entered into a written Rental Agreement with the tenants or rented the Rental Unit(s) to the tenants.

25 **COMMISSION** Owner and the Firm agree the Firm's commission shall be _____
26 _____
27 _____ (indicate how commission will be calculated).

28 ■ **EARNED:** Owner shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:
29 1) Owner enters into a Rental Agreement as to a Rental Unit(s); or
30 2) Owner allows a tenant to occupy and pay rent for a Rental Unit(s).
31 ■ **DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable in full at the earlier of the execution of the Rental Agreement or
32 the occupancy of the Rental Unit(s), even if the transaction does not close, unless otherwise agreed in writing.

33 **COMPENSATION TO OTHERS** The Firm offers the following commission to cooperating firms working with tenants such as subagents and
34 tenant's firms: _____
35 (Exceptions if any): _____
36 **There is no standard market commission rate. Commissions and types of service may vary by firm and are negotiable based on the firm
37 you hire. Compensation to others may be offered to firms acting as subagents and firms representing tenants as incentive to participate
38 in the renting of firms' listings through multiple listing services or in compensation agreements.**

39 **COOPERATION, ACCESS TO RENTAL UNIT(S) OR PROPOSAL PRESENTATION** The parties agree that the Firm and its agents will work and
40 cooperate with other firms and agents in marketing the Rental Unit(s), including brokers firms acting as subagents (other firms engaged by the Firm
41 - see lines 118-121) and firms representing tenants. Cooperation includes providing access to the Rental Unit(s) for showing purposes and
42 presenting Rental Agreement proposals from these firms to Owner. Note any firms with whom the Firm shall not cooperate, any firms or agents or
43 tenants who shall not be allowed to attend showings, and the specific terms of proposed Rental Agreements which should not be submitted to
44 Owner: _____
45 _____

46 **CAUTION: Limiting the Firm's cooperation with other firms may reduce the marketability of the Rental Unit(s).**
47 _____
48 _____
49 _____

51 **DEFINITIONS** As used in this Listing, the following definitions apply:

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

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

- 54 1) Significantly and adversely affecting the value of the Premises;
 55 2) Significantly reducing the structural integrity of improvements to real estate; or
 56 3) Presenting a significant health risk to occupants of the Premises.

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

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

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

62 ■ **LEASE:** "Lease" means an agreement, whether oral or written, for transfer of possession of real property, or both real and personal property, for
 63 a definite period of time. A Lease is for a definite period of time if it has a fixed commencement date and a fixed expiration date or if the
 64 commencement and expiration can be ascertained by reference to some event, such as completion of a building. An agreement for transfer of
 65 possession of only personal property is not a Lease.

66 **DISCLOSURE TO CLIENTS**

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

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

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

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

73 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the information is prohibited by law.
 74 (See lines 180-182.)

75 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your confidential information or the
 76 confidential information of other parties. (See lines 126-141.)

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

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

80 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT. A FIRM OWES** 81 **ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

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

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

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

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

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

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

92 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

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

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

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

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

107

CHECK ONLY ONE OF THE THREE BELOW:

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

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

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

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

118

SUBAGENCY

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

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

124 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language summary of a firm's duties
125 to you under section 452.133 (2) of the Wisconsin statutes.

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

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

131 1) Material Adverse Facts, as defined in section 452.01(5g) of the Wisconsin statutes (see lines 180-182).

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

134 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that information below (see
135 lines 136-138). At a later time, you may also provide the Firm with other information you consider to be confidential.

136 **CONFIDENTIAL INFORMATION:** _____

137 _____

138 _____

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

140 _____

141 _____

142 **MARKETING AND OWNER AUTHORIZATION** Owner authorizes and the Firm and its agents agree to use reasonable efforts to market and rent
143 the Rental Unit(s). The marketing may include use of a multiple listing service, Internet advertising, a lockbox system on the Rental Unit(s) and:
144 _____

145 _____ The Firm and its agents may

146 advertise the following incentives, repairs, build-outs, credits, etc. offered by Owner: _____

147 _____

148 Owner agrees that the Firm and its agents may market other properties during the term of this Listing.

149 The Firm and its agents may perform the following additional services: **COMPLETE AND CHECK AS APPLICABLE**

150 Solicit tenant applications

151 Qualify and approve prospective tenants

152 Negotiate Rental Agreements of the Rental Unit(s)

153 Receive on behalf of Owner: application fee(s), earnest money, security deposit(s) **STRIKE AS APPLICABLE**

154 Execute written Rental Agreements on behalf of Owner

155 Other: _____

156 Other: _____

157 **NOTE: This is not a property management agreement and this Listing does not obligate the Firm and its agents to perform any property**
158 **management duties, including maintenance, unless specified at lines 275-301 or in an addendum per lines 302-303.**

159 **COOPERATION WITH MARKETING EFFORTS** During the term of this Listing, Owner agrees to:

- 160 (1) Allow the Firm and its agents to show the Rental Unit(s) at reasonable times, with Owner providing notice to existing tenants as required by
161 law;
- 162 (2) Allow the Firm and its agents to advertise, including placing signage upon the Premises; and
- 163 (3) Cooperate with the Firm and its agents in their marketing efforts and immediately provide to the Firm or its agents, in writing, the names of any
164 prospective tenants known to Owner or who contact Owner, and the prospective tenants' contact information.

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

167 **NON-DISCRIMINATION** The Firm and its agents agree that they will not discriminate against any prospective tenant on account of race,
168 color, sex, sexual orientation as defined in Wis. Stat. § 111.32 (13m), disability, religion, national origin, marital status, lawful source of
169 income, age, ancestry, family status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

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

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

175 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Tenant. Upon receipt of a written request
176 from Owner or a firm that has listed the Rental Unit(s), the Firm agrees to promptly deliver to Owner a written list of those tenants known by the Firm
177 and its agents to whom the extension period applies. Should this Listing be terminated by Owner prior to the expiration of the term stated in this
178 Listing, this Listing shall be extended for Protected Tenants, on the same terms, for one year after the Listing is terminated (lines 241-249).

179 **DEFINITIONS CONTINUED FROM PAGE 2**

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

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

187 ■ **PROTECTED TENANT:** A tenant who personally, or through any Person Acting on Behalf of Tenant, during the term of the Listing:

- 188 1) Delivers to Owner or the Firm or its agents a written rental proposal regarding a Rental Unit;
- 189 2) Views Rental Unit(s) with Owner or negotiates directly with Owner by discussing with Owner the potential terms upon which the tenant might
190 acquire a rental interest in a Rental Unit; or
- 191 3) Attends an individual showing of a Rental Unit or discusses with agents of the Firm or cooperating firms regarding any potential terms upon
192 which the tenant might acquire a rental interest in a Rental Unit, but only if the firm or its agents deliver the tenant's name to Owner, in writing,
193 no later than three days after the earlier of expiration or termination (lines 241-249) of the Listing. The requirement in 3), to deliver the tenant's
194 name to Owner in writing, may be fulfilled as follows:
- 195 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the individuals in the Listing;
196 or,
- 197 b) if a tenant has requested that the tenant's identity remain confidential, by delivery of a written notice identifying the firm or agents with
198 whom the tenant negotiated and the date(s) of any individual showings or other negotiations.

199 A Protected Tenant also includes any Person Acting on Behalf of Tenant joined in interest with or otherwise acting on behalf of a Protected Tenant,
200 who acquires an interest in a Rental Unit during the extension of listing period as noted on lines 175-178. A tenant who becomes protected with
201 respect to one Rental Unit included in this Listing shall be a Protected Tenant for all Rental Units included in this Listing.

202 ■ **RENTAL AGREEMENT:** "Rental Agreement" means an oral or written agreement between a landlord and tenant, for the rental or Lease of a
203 specific dwelling unit or premises, in which the landlord and tenant agree on the essential terms of the tenancy, such as rent. Rental Agreement
204 includes a Lease. Rental Agreement does not include an agreement to enter into a Rental Agreement in the future.

205 ■ **RENTAL UNIT:** Unless otherwise stated, "Rental Unit", means one of the rental units described on lines 1-7.

206 **OWNER'S OBLIGATIONS** During the term of this Listing, Owner agrees to provide to the Firm and its agents:

- 207 (1) Copies of all code violation orders and notices, information and reports regarding any lead-based paint on the Premises, and all other records
208 and documents relating to conditions affecting the Premises; and
- 209 (2) Any Owner-approved Rental Agreement, nonstandard rental provisions, addenda, rules and regulations and related forms and materials
210 required in connection with the renting of the Rental Unit(s).

211 **OWNER'S WARRANTIES, COVENANTS AND REPRESENTATIONS** Owner represents any materials and information the Owner gives to the
212 Firm and its agents are true and complete and that the Rental Agreement and other forms the Owner provides to the Firm and its agents comply
213 with all applicable laws. Owner agrees to hold the Firm and its agents harmless from loss by reason of their use of these materials, forms and
214 information pursuant to the terms of this Listing, including the payment of reasonable attorney's fees in the event of any suit against the Firm or its
215 agents arising out of the use of these materials, forms and information.

216 Owner warrants and represents to the Firm and its agents that:

217 (1) Owner has no notice or knowledge of any of the following conditions affecting the Premises unless indicated at lines 233-235 or 275-301
218 or in an attached addendum per lines 302-303, or disclosed in the documentation Owner has provided to the Firm and its agents:

- 219 (a) Uncorrected code violations as described in Wis. Stat. § 704.07(2)(bm);
- 220 (b) A lack of hot or cold running water;
- 221 (c) Plumbing or sewage disposal facilities that are not in good operating condition;
- 222 (d) Heating facilities serving any rental unit that are not in safe operating condition, or are not capable of maintaining a temperature,
223 measured in occupied areas at the approximate center of the room, midway between floor and ceiling, of not less than 67° F (19°
224 C) during all seasons of the year that the rental unit is occupied;
- 225 (e) A lack of electrical service, or electrical wiring, outlets, fixtures or other components of the electrical system that are not in safe
226 operating condition;
- 227 (f) Any structural or other conditions in the Premises which constitute a substantial hazard to the health or safety of the tenant(s),
228 or create an unreasonable risk of personal injury as a result of any reasonably foreseeable use of the Premises other than negligent
229 use or abuse of the Premises by tenant(s);

230 (2) Other conditions or occurrences which would significantly reduce the value of the rental interest to a reasonable person with knowledge
231 of the nature and scope of the condition or occurrence.

232 (3) Owner has made no rent concessions or other agreements affecting the Rental Unit(s).

233 (4) Owner agrees to make the following repairs and build-outs to the Premises: _____

234 _____
235 _____ **STRIKE AND COMPLETE AS APPLICABLE**

236 Exceptions to representations stated in lines 217-232: _____

237 _____
238 _____

239 Owner agrees to promptly inform the Firm, in writing, of any information that would modify the above representations during the term of this Listing.
240 **WARNING: IF OWNER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, OWNER MAY BE LIABLE FOR DAMAGES AND COSTS.**

241 **TERMINATION OF LISTING** Neither Owner nor the Firm has the legal right to unilaterally terminate this Listing absent a material breach of
242 contract by the other party. Owner understands that the parties to the Listing are Owner and the Firm. Agents for the Firm do not have the authority
243 to enter into a mutual agreement to terminate the Listing, amend the commission amount or shorten the term of this Listing, without the written
244 consent of the agent(s)' supervising broker. Owner and the Firm agree that any termination of this Listing by either party before the date stated on
245 line 311 shall be effective by the Owner only if stated in writing and delivered to the Firm in accordance with lines 250-269 and effective by the Firm
246 only if stated in writing by the supervising broker and delivered to Owner in accordance with lines 250-269. **CAUTION: Early termination of this
247 Listing may be a breach of contract, causing the terminating Party to potentially be liable for damages. The Parties agree that this Listing
248 shall terminate upon an effective change in ownership or control of the Rental Unit(s) so affected, but in no event shall this Listing
249 terminate as to the remainder of the Rental Unit(s).**

250 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of documents and written notices to a
251 Party shall be effective only when accomplished by one of the methods specified at lines 252-269.

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

253 Owner'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 Owner: (_____) _____ Firm: (_____) _____

257 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service,
258 addressed either to the 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
259 262 or 263.

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

262 Delivery address for Owner: _____

263 Delivery address for Firm: _____

264 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 268 or 269. If this is
265 a consumer transaction where the property being rented or the rental proceeds are used primarily for personal, family or household purposes, each
266 consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and electronic
267 signatures in the transaction, as required by federal law.

268 E-Mail address for Owner: _____

269 E-Mail address for Firm: _____

270 **TERMINATION FEE PER RENTAL UNIT** If this Listing is terminated as to one or more of the Rental Unit(s) because of an effective change in
271 ownership or control of the Rental Unit(s), Owner agrees to pay the Firm a termination fee in the amount of _____
272 _____
273 _____
274 _____ (insert dollar amount, formula, etc.) per Rental Unit terminated.

275 **ADDITIONAL PROVISIONS**
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291 _____
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302 **ADDENDA** The attached addenda _____
303 _____ is/are made part of this Listing.

304 **CAUTION: IF SIGNED, THIS LISTING CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. THE FIRM AND ITS AGENTS MAY PROVIDE**
305 **A GENERAL EXPLANATION OF THE PROVISIONS OF THIS LISTING OR OTHER REAL ESTATE CONTRACTS, BUT ARE PROHIBITED BY**
306 **LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS LISTING OR ANY OTHER REAL ESTATE**
307 **CONTRACT. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED. OWNER SHOULD CONSULT OTHER EXPERTS AS**
308 **APPROPRIATE, FOR EXAMPLE, APPRAISERS, TAX ADVISORS, OR INSPECTORS IF SERVICES BEYOND THE FIRM'S MARKETING**
309 **SERVICES ARE REQUIRED.**

310 **TERM OF THE CONTRACT** From the _____ day of _____, _____, up to the earlier of
311 midnight of the _____ day of _____, _____, or the conveyance of all Rental Units. In the event
312 a commission is earned for a Rental Unit, this Listing (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) terminate for that Rental Unit.

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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.

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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.

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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.

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

324 **BY SIGNING BELOW, OWNER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND THAT HE/SHE HAS READ ALL**
325 **7 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS INCORPORATED INTO THE LISTING.**

326 All persons signing below on behalf of an Owner Entity represent that they have legal authority to sign for and bind the Entity.

327 **NOTE: If signing for an entity use an authorized signature line and print your name and title.**

328 _____
329 Owner Entity Name (if any) ▲

330 (x) _____
331 Authorized Signature ▲ Date ▲
332 Print Name & Title ►

333 _____
334 Owner Entity Name (if any) ▲

335 (x) _____
336 Authorized Signature ▲ Date ▲
337 Print Name & Title ►

338 (x) _____
339 Owner's Signature ▲ Print Name Here: ▲ Date ▲

340 (x) _____
341 Owner's Signature ▲ Print Name Here: ▲ Date ▲

342 (x) _____
343 Owner's Signature ▲ Print Name Here: ▲ Date ▲

344 (x) _____
345 Owner's Signature ▲ Print Name Here: ▲ Date ▲

346 _____
347 Firm Name ▲

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