

WB-1 RESIDENTIAL LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

1 SELLER GIVES BROKER THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE TERMS SET FORTH IN THIS LISTING.
2 ■ **PROPERTY DESCRIPTION:** Street address is: _____
3 _____ in the _____ of _____, County of _____,
4 Wisconsin. Insert additional description, if any, at lines 237 - 247 or attach as an addendum per line 248.
5 ■ **TERMS OF LISTING:** LIST PRICE: _____ Dollars (\$ _____).
6 _____
7 **TERMS:** Cash or equivalent at closing or _____.
8 **OCCUPANCY DATE:** _____ **OCCUPANCY CHARGE:** (if Seller occupies after closing): \$ _____ per day or part thereof.
9 **PROPERTY INCLUDED IN LIST PRICE:** Seller agrees to include in the list price all fixtures as defined at lines 157 - 165 unless
10 excluded at lines 15 - 16. **CAUTION: Exclude fixtures not owned by Seller such as rented water softeners. The terms of**
11 **the Offer to Purchase will determine what property is included or excluded in the transaction.**
12 **ADDITIONAL ITEMS INCLUDED IN THE LIST PRICE:** _____
13 _____
14 _____
15 **ITEMS NOT INCLUDED IN THE LIST PRICE:** _____
16 _____
17 ■ **CONDITION OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or
18 other conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances
19 and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building
20 and use restrictions and covenants, general taxes levied in the year of closing and _____
21 _____ (provided none of the foregoing prohibit present use of the Property).
22 ■ **TITLE EVIDENCE:** Seller shall provide evidence of the condition of Seller's title in the form agreed to in the offer to purchase.
23 ■ **SELLER REPRESENTATIONS REGARDING PROPERTY CONDITIONS:** Seller represents to Broker that as of the date of this
24 Listing, Seller has no notice or knowledge of any conditions affecting the Property or transaction (as defined at lines 133 - 156)
25 other than those identified in the attached real estate condition report dated _____ (see lines 103 - 109 regarding real
26 estate condition reports) and _____
27 _____
28 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT, SELLER MAY BE LIABLE FOR DAMAGES AND COSTS.**
29 ■ **MARKETING:** Broker agrees to use reasonable efforts to procure a purchaser for the Property, including, but not limited to, the
30 following: Ultimate Marketing Program as discussed in Home Seller's Guide
31 _____ . Seller agrees that Broker
32 may market other properties during the term of this Listing. SEE LINES 84 - 89 AND 253 - 254 REGARDING SELLER'S DUTY TO
33 NOTIFY BROKER OF ANY POTENTIAL PURCHASER OF WHICH SELLER HAS KNOWLEDGE, SELLER'S DUTY TO COOPERATE
34 WITH BROKER'S MARKETING EFFORTS AND PROVISIONS REGARDING BROKER'S ROLE AS MARKETING AGENT.
35 ■ **OTHER BROKERS:** The Parties agree that Broker will work and cooperate with other brokers in marketing the Property,
36 including brokers from other firms acting as subagents (agents of Seller retained by Broker) and brokers representing
37 buyers, except: _____ **CAUTION:**
38 **LIMITING BROKER'S COOPERATION WITH OTHER BROKERS MAY REDUCE THE MARKETABILITY OF THE PROPERTY.**
39 ■ **TERM OF THE CONTRACT:** FROM THE _____ DAY OF _____, _____, UP TO AND
40 INCLUDING MIDNIGHT OF THE _____ DAY OF _____.
41 ■ **EXCLUSIONS:** All persons whose purchase, exchange or exercise of grant of option would earn a prior listing broker a
42 commission under a prior listing contract are excluded from this Listing to the extent of the prior broker's legal rights, unless
43 otherwise agreed to in writing. Within one week of this Listing, Seller agrees to deliver to Broker a list of all persons whose
44 procurement as purchaser would earn another broker a commission under a prior listing contract. **CAUTION: Contact previous**
45 **listing broker if the identity of potential protected buyers from previous listings is uncertain.** The following other buyers
46 are excluded from this Listing until _____ **INSERT DATE** : _____
47 _____ . These other buyers are no longer excluded from this Listing after the specified date
48 unless, on or before the specified date, Seller has either accepted an offer from the buyer or sold the Property to the buyer.
49 ■ **COMMISSION:** Broker's commission shall be 6.000 % or _____
50 _____, whichever is greater. Seller shall pay Broker's commission, which shall be earned if, during the term of this Listing:
51 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
52 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
53 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
54 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
55 5) A purchaser is procured for the Property by Broker, by Seller, or by any other person, at the price and on
56 substantially the same terms set forth in this Listing and in the standard provisions of the current WB-11 RESIDENTIAL OFFER
57 TO PURCHASE, even if Seller does not accept this purchaser's offer. (See lines 170 - 173 regarding procurement.)

58 The percentage commission, if applicable, shall be calculated based on the purchase price if commission is earned under 1) or 2)
 59 above, or calculated based on the list price under 3) (if an exchange of the entire Property), 4) or 5). If less than the entire Property
 60 is exchanged, the percentage commission shall be calculated on the fair market value of the Property exchanged. Once earned,
 61 Broker's commission is due and payable in full at the earlier of closing or the date set for closing, unless otherwise agreed in writing.
 62 Broker's commission also shall be earned if, during the term of the Listing, one owner of the Property sells, exchanges or options
 63 an interest in all or any part of the Property to another owner, except by divorce judgment.

64 ■ **EXTENSION OF LISTING:** The Listing term is extended for a period of one year as to any buyer who personally or through any
 65 person acting for such buyer either negotiated to acquire an interest in the Property or submitted a written offer to purchase,
 66 exchange or option during the term of this Listing (protected buyer). If the extension is based on negotiation, the extension shall
 67 be effective only if the buyer's name is delivered to Seller, in writing, no later than three days after the expiration of the Listing,
 68 unless Seller was directly involved in discussions of the potential terms upon which buyer might acquire an interest in the Property.
 69 The requirement of this Listing to deliver the buyer's name in order to make the extension of the Listing term effective also may be
 70 fulfilled as follows: 1) If the Listing is effective only as to certain individuals who are identified in the Listing (One Party Listing), the
 71 identification of the individuals in the Listing shall fulfill the delivery of the buyer's name requirement and 2) if buyer has requested
 72 that buyer's identity remain confidential, delivery of a notice identifying the broker with whom the buyer negotiated and the date(s)
 73 of any showings or other negotiations shall fulfill the delivery of the buyer's name requirement. "Negotiated" for the purpose of this
 74 paragraph means to discuss the potential terms upon which buyer might acquire an interest in the Property or to attend an
 75 individual showing of the Property. "Submitted" for the purposes of this paragraph means that a written offer has been delivered
 76 to Seller or Broker. Upon receipt of a written request from Seller or a broker who has listed the Property, Broker agrees to promptly
 77 deliver to Seller a written list of those buyers known by Broker to whom the extension period applies. Should this Listing be
 78 terminated by Seller prior to the expiration of the term stated in this Listing, this listing is extended, on the same terms, for one year
 79 after the Listing is terminated for "protected buyers."

80 ■ **TERMINATION OF LISTING:** Neither Seller nor Broker have the legal right to unilaterally terminate this listing absent a material
 81 breach of contract by the other Party. Seller understands that the Parties to the listing are Seller and the Broker (firm). Agents
 82 (salespersons) for Broker (firm) do not have the authority to enter into a mutual agreement to terminate the Listing, amend the
 83 commission amount or shorten the term of this Listing, without the written consent of the agent's supervising broker.

84 ■ **SELLER COOPERATION WITH MARKETING EFFORTS:** Seller agrees to cooperate with Broker in Broker's marketing efforts
 85 and to provide Broker with all records, documents and other material in Seller's possession or control which are required in
 86 connection with the sale. Seller authorizes Broker to do those acts reasonably necessary to effect a sale and Seller agrees to
 87 cooperate fully with these efforts which may include use of a multiple listing service, the Internet or a key lockbox system on
 88 Property. Seller shall promptly notify Broker in writing of any potential purchasers with whom Seller negotiates during the term of
 89 this Listing and shall promptly refer all persons making inquiries concerning the Property to Broker.

90 ■ **ATTORNEY FEES:** SHOULD LITIGATION ARISE BETWEEN THE PARTIES IN CONNECTION WITH THIS LISTING, THE
 91 PREVAILING PARTY SHALL HAVE THE RIGHT TO RECOVER REASONABLE ATTORNEY FEES.

92 ■ **FAIR HOUSING:** SELLER AND BROKER AGREE THAT THEY WILL NOT DISCRIMINATE AGAINST ANY PROSPECTIVE
 93 PURCHASER ON ACCOUNT OF RACE, COLOR, SEX, SEXUAL ORIENTATION AS DEFINED IN WISCONSIN STATUTES,
 94 SECTION 111.32 (13M), DISABILITY, RELIGION, NATIONAL ORIGIN, MARITAL STATUS, LAWFUL SOURCE OF INCOME, AGE,
 95 ANCESTRY, FAMILIAL STATUS, OR IN ANY OTHER UNLAWFUL MANNER.

96 ■ **EARNEST MONEY:** If Broker holds trust funds in connection with the transaction, they shall be retained by Broker in Broker's
 97 trust account. Broker may refuse to hold earnest money or other trust funds. Should Broker hold the earnest money, Seller
 98 authorizes Broker to disburse the earnest money pursuant to the terms of the offer to purchase, option or exchange agreement
 99 used in the transaction. If the transaction fails to close and the earnest money is disbursed to Seller, then upon disbursement to
 100 Seller the earnest money shall be paid first to reimburse Broker for cash advances made by Broker on behalf of Seller and one
 101 half of the balance, but not in excess of the agreed commission, shall be paid to Broker as Broker's full commission in connection
 102 with said purchase transaction and the balance shall belong to Seller. This payment to Broker shall not terminate this Listing.

103 ■ **REAL ESTATE CONDITION REPORT:** Seller agrees to complete the real estate condition report provided by Broker to the best
 104 of Seller's ability. Seller acknowledges that failure to deliver a complete and accurate report to Buyer within ten days after
 105 acceptance of an offer to purchase may provide Buyer with rights to rescind that offer to purchase under Wis. Stat. Chapter 709.
 106 Wis. Stat. §709.035 requires Seller to deliver an amended report to buyers should Seller learn of any defects after completion of
 107 the report but before acceptance of the buyer's offer to purchase. Seller agrees to promptly amend the report to include any defects
 108 (as defined in the report) which Seller learns of after completion of the report. Seller authorizes Broker to distribute the report to
 109 all interested parties and their agents and to disclose all adverse material facts as required by law.

110 ■ **OPEN HOUSE AND SHOWING RESPONSIBILITIES:** Seller is aware that there is a potential risk of injury, damage and/or theft
 111 involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for preparing the Property to
 112 minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to hold Broker harmless for any losses or
 113 liability resulting from personal injury, property damage, or theft occurring during "individual showings" or "open houses" other than
 114 those caused by Broker's negligence or intentional wrongdoing. **Seller acknowledges that individual showings may be
 115 conducted by licensees other than Broker, that appraisers and inspectors may conduct appraisals and inspections
 116 without being accompanied by Broker or other licensees and that buyers may photograph or videotape Property unless
 117 otherwise provided for at lines 237 - 247 or in an addendum per line 248.**

118 ■ **LEASED PROPERTY:** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign Seller's rights
 119 under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations) thereunder to Buyer at
 120 closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by tenants. **CAUTION: Seller should
 121 consider obtaining an indemnification agreement from buyer for liabilities under the lease(s) unless released by tenants.**

122 ■ **DEFINITIONS:**

123 **ADVERSE FACT:** A "adverse fact" means any of the following:

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

125 1) Significantly and adversely affecting the value of the Property; 2) significantly reducing the structural integrity of improvements
 126 to real estate; or 3) presenting a significant health risk to occupants of the Property.

127 (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
 128 a contract or agreement made concerning the transaction.

129 **MATERIAL ADVERSE FACT:** A "material adverse fact" means an adverse fact that a party indicates is of such significance, or
 130 that is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would
 131 affect the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's
 132 decision about the terms of such a contract or agreement.

133 **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:**

134 A "condition affecting the Property or transaction" is defined as:

- 135 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the
 136 Property or the present use of the Property;
- 137 (b) completed or pending reassessment of the Property for property tax purposes;
- 138 (c) government agency or court order requiring repair, alteration or correction of any existing condition;
- 139 (d) construction or remodeling on Property for which required state or local permits had not been obtained;
- 140 (e) any land division involving the subject Property, for which required state or local approvals had not been obtained;
- 141 (f) violation of applicable state or local smoke detector laws; **NOTE: State law requires operating smoke detectors on all**
 142 **levels of all residential properties.**
- 143 (g) any part of the Property being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or federal laws;
- 144 (h) a structure on the Property being designated as an historic building or any part of Property being in an historic district;
- 145 (i) structural inadequacies which if not repaired will significantly shorten the expected normal life of the Property;
- 146 (j) mechanical systems inadequate for the present use of the Property;
- 147 (k) insect or animal infestation of the Property;
- 148 (l) conditions constituting a significant health or safety hazard for occupants of Property; **NOTE: Specific federal lead paint**
 149 **disclosure requirements must be complied with in the sale of all residential properties built before 1978.**
- 150 (m) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including, but not
 151 limited to, gasoline and heating oil which are currently or which were previously located on Property; **NOTE: Wis. Adm. Code,**
 152 **Chapter Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.**
- 153 (n) material violations of environmental laws or other laws or agreements regulating the use of the Property;
- 154 (o) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving Property;
- 155 (p) other conditions or occurrences which would significantly reduce the value of the Property to a reasonable person with
 156 knowledge of the nature and scope of the condition or occurrence.

157 **FIXTURES:** A "fixture" is an item of property which is physically attached to or so closely associated with land or buildings so as
 158 to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
 159 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited to,
 160 all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain
 161 and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and softeners;
 162 sump pumps; attached or fitted floor coverings; awnings; attached antennas, satellite dishes and component parts; garage door
 163 openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems
 164 and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on
 165 permanent foundations. See lines 9 - 16. **CAUTION: Address rented fixtures if any (e.g., water softener, L.P. tanks, etc.).**

166 **DELIVERY:** Unless otherwise stated, delivery of documents or written notices related to this Listing may be accomplished by:
 167 1) giving the document or written notice personally to the Party; 2) depositing the document or written notice postage or fees
 168 prepaid or charged to an account in the U.S. Mail or a commercial delivery system, addressed to the Party, at the Party's address
 169 (See lines 260, 264.); 3) electronically transmitting the document or written notice to the Party's fax number (See lines 260, 264.)

170 **PROCURE:** A purchaser is procured when a valid and binding contract of sale is entered into between the Seller and the purchaser
 171 or when a ready, willing and able purchaser submits a written offer at the price and on substantially the terms specified in this
 172 Listing. A purchaser is ready, willing and able when the purchaser submitting the written offer has the ability to complete the
 173 purchaser's obligations under the written offer. (See lines 55 - 57.)

174 ~~**AGENCY DISCLOSURE PROVISIONS:**~~

175 ~~**AGENCY DISCLOSURE AND CONSENT TO MULTIPLE REPRESENTATION:** Wisconsin Statute § 452.135(2) requires Broker~~
 176 ~~to disclose that Seller is Broker's client. Broker's duties to Seller can be found at lines 197 - 206. Broker's duties to all parties can~~
 177 ~~be found at lines 180 - 196. The confidentiality rights of all parties can be found at lines 220 - 227. See lines 228 - 232 for information~~
 178 ~~regarding identification of confidential and non-confidential information at lines 233 - 236. If a multiple representation relationship is~~
 179 ~~consented to and does occur, both parties will be Broker's clients.~~

180 ~~**DUTIES OWED TO ALL PARTIES:** Wisconsin Statute § 452.133(1) states that in providing brokerage services to a party to a~~
 181 ~~transaction (including both clients and customers), a broker shall do all of the following:~~

- 182 (a) Provide brokerage services to all parties to the transaction honestly, fairly and in good faith.
- 183 (b) Diligently exercise reasonable skill and care in providing brokerage services to all parties.
- 184 (c) Disclose to each party all material adverse facts that the broker knows and that the party does not know or cannot discover
 185 through reasonably vigilant observation, unless the disclosure of a material adverse fact is prohibited by law.
- 186 (d) Keep confidential any information given to the broker in confidence, or any information obtained by the broker that he or she
 187 knows a reasonable party would want to be kept confidential, unless the information must be disclosed under par. (c) or Wis. Stat.
 188 § 452.23 (information contradicting third party inspection or investigation reports), or is otherwise required by law to be
 189 disclosed or the party whose interest may be adversely affected by the disclosure specifically authorizes the disclosure of
 190 particular confidential information. A broker shall continue to keep the information confidential after the transaction is complete
 191 and after the broker is no longer providing brokerage services to the party.
- 192 (e) Provide accurate information about market conditions that affect a transaction, to any party who requests the information,
 193 within a reasonable time of the party's request, unless disclosure of the information is prohibited by law.
- 194 (f) Account for all property of the parties coming into the possession of a broker within a reasonable time of receipt.
- 195 (g) When negotiating on behalf of a party, present contract proposals in an objective and unbiased manner and disclose the
 196 advantages and disadvantages of the proposals.

197 ~~**DUTIES OWED TO CLIENTS ONLY:** Wisconsin Statute § 452.133(2) states that in addition to his or her duties under lines~~
 198 ~~180 - 196, a broker providing brokerage services to his or her client shall do all of the following:~~

- 199 (a) Loyal represent the client's interests by placing the client's interests ahead of the interests of any other party, unless loyalty
 200 to a client violates the broker's duties under lines 180 - 196 or Wis. Stat. § 452.137(2) (duties to all clients in multiple

201 representation situations).
 202 (b) Disclose to the client all information known by the broker that is material to the transaction and that is not known by the
 203 client or discoverable by the client through reasonably vigilant observation, except for confidential information (see lines
 204 186-194) and other information, the disclosure of which is prohibited by law.
 205 (c) Fulfill any obligation required by the agency agreement, and any order of the client that is within the scope of the agency
 206 agreement, that are not inconsistent with another duty that the broker has under Wis. Stat. Chapter 452 or any other law.
 207 ■ **MULTIPLE REPRESENTATION (DUAL AGENCY):** Wisconsin Statute §452.137 states that Broker may represent both parties
 208 in the same transaction only with the written consent of both parties. A multiple representation relationship would exist if Broker
 209 was the buyer's agent for a buyer seeking to acquire an interest in the Property. In a multiple representation relationship, Broker
 210 will provide the marketing and other services agreed upon in this Listing. Broker will continue to provide information and advice to
 211 both parties, but is not allowed to place the interests of either party ahead of the other in negotiations. During negotiations, Broker
 212 will prepare approved forms to accomplish the intent of the party making the proposal. Broker will present the proposal in an
 213 objective and unbiased manner, disclosing the proposal's advantages and disadvantages. Broker shall not disclose confidential
 214 information of either party unless required by law. **(NOTE: Wisconsin Administrative Code section RL 24.07 requires**
 215 **disclosure of adverse material facts to all interested parties).** If Seller consents to the multiple representation relationship,
 216 Seller is indicating that Seller understands Broker's duties to all parties to a transaction (see lines 180 - 196) and Broker's duties
 217 to a client (see lines 197 - 206) and that if a multiple representation relationship arises, Broker will owe the same duties to buyer
 218 that Broker owes to Seller. (See lines 197 - 206.)

219 **SELLER (DOES)(DOES NOT) ~~STRIKE ONE~~ CONSENT TO A MULTIPLE REPRESENTATION RELATIONSHIP (DUAL AGENCY).**

220 ■ **CONFIDENTIALITY NOTICE:**

221 A BROKER IS REQUIRED TO MAINTAIN THE CONFIDENTIALITY OF ALL INFORMATION GIVEN TO THE BROKER IN
 222 CONFIDENCE AND OF ALL INFORMATION OBTAINED BY THE BROKER THAT HE OR SHE KNOWS A REASONABLE PARTY
 223 WOULD WANT TO BE KEPT CONFIDENTIAL, UNLESS THE INFORMATION IS REQUIRED TO BE DISCLOSED BY LAW. THE
 224 FOLLOWING INFORMATION IS REQUIRED TO BE DISCLOSED BY LAW:

- 225 1) MATERIAL ADVERSE FACTS AS DEFINED IN § 452.01(5g) OF THE WISCONSIN STATUTES. (See lines 129 to 132)
- 226 2) ANY FACTS KNOWN BY THE BROKER THAT CONTRADICT ANY INFORMATION INCLUDED IN A WRITTEN INSPECTION
- 227 REPORT ON THE PROPERTY OR REAL ESTATE THAT IS THE SUBJECT OF THE TRANSACTION.

228 TO ENSURE THAT THE BROKER IS AWARE OF WHAT SPECIFIC INFORMATION YOU CONSIDER CONFIDENTIAL, YOU
 229 MAY LIST THAT INFORMATION AT LINES 233 TO 234. AT A LATER TIME, YOU ALSO MAY PROVIDE THE BROKER WITH
 230 OTHER WRITTEN NOTIFICATION OF WHAT INFORMATION YOU CONSIDER TO BE CONFIDENTIAL. YOU MAY IDENTIFY
 231 INFORMATION WHICH MIGHT OTHERWISE BE CONSIDERED CONFIDENTIAL (SUCH AS SELLER'S MOTIVATION TO SELL)
 232 AS NON-CONFIDENTIAL AT LINES 235 TO 236.

233 ■ **CONFIDENTIAL INFORMATION:** _____

234 _____

235 ■ **NON-CONFIDENTIAL INFORMATION:** _____

236 _____

237 ■ **ADDITIONAL PROVISIONS:** Notice: You may obtain information about the sex offender registry and persons registered with
 238 the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by phone
 239 at 877-234-0085.

240 The Agency Disclosure Provisions at lines 174-236 have been replaced by the Broker Disclosure to Clients form and are deleted.
 241 Enlightening Real Estate will pay for a gift certificate for a Home Performance with Energy Star
 242 Energy Evaluation (up to \$300) or if Buyer chooses to use either a Energy Improvement Mortgage
 243 or Energy Efficiency Mortgage Enlightening Real Estate will provide a Home Performance with
 244 Energy Star Energy Rating (up to \$400) certificates will be provided at closing. Seller can also
 245 choose to substitute a One year membership to Community Car or choose to off set the homes CO2
 246 emissions for one year using Native Energy Wind offsets.

247 _____

248 ■ **ADDENDA:** The attached _____ is/are made part of this Listing.
 249 **CAUTION: IF SIGNED, THIS LISTING CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BROKERS MAY PROVIDE**
 250 **A GENERAL EXPLANATION OF THE PROVISIONS OF THIS LISTING OR OTHER REAL ESTATE CONTRACTS, BUT ARE**
 251 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS LISTING**
 252 **OR ANY OTHER REAL ESTATE CONTRACT. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**
 253 **SELLER SHOULD CONSULT OTHER EXPERTS AS APPROPRIATE, FOR EXAMPLE, APPRAISERS, TAX ADVISORS, OR**
 254 **HOME INSPECTORS IF SERVICES BEYOND BROKER'S MARKETING SERVICES ARE REQUIRED.**

255 Dated this _____ day of _____, _____

256 (x) _____
 257 Seller's Signature ▲ Print Name Here: ► _____ Social Security No. or FEIN ▲ _____ Date ▲ _____

258 (x) _____
 259 Seller's Signature ▲ Print Name Here: ► _____ Social Security No. or FEIN ▲ _____ Date ▲ _____

260 _____
 261 Seller's Address ▲ _____ Phone # ▲ _____ Fax # ▲ _____

262 (x) _____
 263 Agent for Broker ▲ (Print Name) ► **Brent Sainsbury Keller Williams** Broker/Firm Name ▲ _____

264 **3 Point Place Madison, WI 53719**
 265 Broker/Firm Address ▲ _____ Phone # ▲ _____ Fax # ▲ _____

BROKER DISCLOSURE TO CLIENTS

1 NOTE: THE DISCLOSURES CONCERNING AGENCY RELATIONSHIPS THAT A BROKER MUST GIVE TO A CLIENT WERE RE-
2 VISED BY 2005 WIS. ACT 87. THIS DISCLOSURE DOCUMENT REFLECTS THE LAW IN EFFECT BEGINNING 7-1-06.

3 **UNDER WISCONSIN LAW, A BROKER OWES CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:**

- 4 ■ The duty to provide brokerage services to you fairly and honestly.
- 5 ■ The duty to exercise reasonable skill and care in providing brokerage services to you.
- 6 ■ The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless
7 disclosure of the information is prohibited by law.
- 8 ■ The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the information is
9 prohibited by law. **(See Lines 28-37)**
- 10 ■ The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential information or the
11 confidential information of other parties. **(See Lines 71-89)**
- 12 ■ The duty to safeguard trust funds and other property the broker holds.
- 13 ■ The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and
14 disadvantages of the proposals.

15 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A BROKER, YOU ARE THE BROKER'S CLIENT. A**
16 **BROKER OWES ADDITIONAL DUTIES TO A CLIENT.**

- 17 ■ The broker will provide, at your request, information and advice on real estate matters that affect your transaction, unless you
18 release the broker from this duty.
 - 19 ■ The broker must provide you with all material facts affecting the transaction, not just adverse facts.
 - 20 ■ The broker will fulfill the broker's obligations under the agency agreement and fulfill your lawful requests that are within the scope
21 of the agency agreement.
 - 22 ■ The broker will negotiate for you, unless you release the broker from this duty.
 - 23 ■ The broker will not place the broker's interests ahead of your interests. The broker will not, unless required by law, give
24 information or advice to other parties who are not the broker's clients, if giving the information or advice is contrary to your
25 interests.
- 26 If you become involved in a transaction in which another party is also the broker's client (a "multiple representation relationship"),
27 different duties may apply.

28 **DEFINITION OF MATERIAL ADVERSE FACTS**

29 A "material adverse fact" is defined in Wis. Stat. § 452.01(5g) as an adverse fact that a party indicates is of such significance, or
30 that is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would
31 affect the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's
32 decision about the terms of such a contract or agreement.

33 An "adverse fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence that a competent licensee generally
34 recognizes will significantly and adversely affect the value of the property, significantly reduce the structural integrity of
35 improvements to real estate, or present a significant health risk to occupants of the property; or information that indicates that a party
36 to a transaction is not able to or does not intend to meet his or her obligations under a contract or agreement made concerning the
37 transaction.

38 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

39 A multiple representation relationship exists if a broker has an agency agreement with more than one client who is a party in the
40 same transaction. In a multiple representation relationship, if all of the broker's clients in the transaction consent, the broker may
41 provide services to the clients through designated agency.

42 Designated agency means that different salespersons employed by the broker will negotiate on behalf of you and the other
43 client or clients in the transaction, and the broker's duties will remain the same. Each salesperson will provide information, opinions,
44 and advice to the client for whom the salesperson is negotiating, to assist the client in the negotiations. Each client will be able to
45 receive information, opinions, and advice that will assist the client, even if the information, opinions, or advice gives the client
46 advantages in the negotiations over the broker's other clients. A salesperson will not reveal any of your confidential information to
47 another party unless required to do so by law.

48 If a designated agency relationship is not in effect you may authorize or reject a multiple representation relationship. If you
49 authorize a multiple representation relationship the broker may provide brokerage services to more than one client in a transaction
50 but neither the broker nor any of the broker's salespersons may assist any client with information, opinions, and advice which may
51 favor the interests of one client over any other client. If you do not consent to a multiple representation relationship the broker will not
52 be allowed to provide brokerage services to more than one client in the transaction.

53 **INITIAL ONLY ONE OF THE THREE LINES BELOW:**

- 54 _____ I consent to *multiple representation relationships with* designated agency.
- 55 _____ I consent to multiple representation relationships, but I do not consent to designated agency.
- 56 _____ I reject multiple representation relationships.

57 **NOTE: YOU MAY WITHDRAW YOUR CONSENT TO DESIGNATED AGENCY OR TO MULTIPLE REPRESENTATION**
58 **RELATIONSHIPS BY WRITTEN NOTICE TO THE BROKER AT ANY TIME. YOUR BROKER IS REQUIRED TO DISCLOSE TO**
59 **YOU IN YOUR AGENCY AGREEMENT THE COMMISSION OR FEES THAT YOU MAY OWE TO YOUR BROKER. IF YOU HAVE**
60 **ANY QUESTIONS ABOUT THE COMMISSION OR FEES THAT YOU MAY OWE BASED UPON THE TYPE OF AGENCY**
61 **RELATIONSHIP YOU SELECT WITH YOUR BROKER YOU SHOULD ASK YOUR BROKER BEFORE SIGNING THE AGENCY**
62 **AGREEMENT.**

63 **SUBAGENCY**

64 The broker may, with your authorization in the agency agreement, engage other brokers who assist your broker by providing
65 brokerage services for your benefit. A subagent will not put the subagent's own interests ahead of your interests.
66 A subagent will not, unless required by law, provide advice or opinions to other parties if doing so is contrary to your interests.

67 Please review this information carefully. A broker or salesperson can answer your questions about brokerage services, but if you
68 need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector.

69 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain-language
70 summary of a broker's duties to you under section 452.133 of the Wisconsin statutes.

71 **CONFIDENTIALITY NOTICE TO CLIENTS**

72 BROKER WILL KEEP CONFIDENTIAL ANY INFORMATION GIVEN TO BROKER IN CONFIDENCE, OR ANY INFORMATION
73 OBTAINED BY BROKER THAT HE OR SHE KNOWS A REASONABLE PERSON WOULD WANT TO BE KEPT CONFIDENTIAL,
74 UNLESS THE INFORMATION MUST BE DISCLOSED BY LAW OR YOU AUTHORIZE THE BROKER TO DISCLOSE PARTICULAR
75 INFORMATION. A BROKER SHALL CONTINUE TO KEEP THE INFORMATION CONFIDENTIAL AFTER THE BROKER IS NO
76 LONGER PROVIDING BROKERAGE SERVICES TO YOU.

77 THE FOLLOWING INFORMATION IS REQUIRED TO BE DISCLOSED BY LAW:

- 78 1. MATERIAL ADVERSE FACTS, AS DEFINED IN SECTION 452.01 (5g) OF THE WISCONSIN STATUTES (**SEE LINES 28-37**).
- 79 2. ANY FACTS KNOWN BY THE BROKER THAT CONTRADICT ANY INFORMATION INCLUDED IN A WRITTEN INSPECTION
80 REPORT ON THE PROPERTY OR REAL ESTATE THAT IS THE SUBJECT OF THE TRANSACTION.

81 TO ENSURE THAT THE BROKER IS AWARE OF WHAT SPECIFIC INFORMATION YOU CONSIDER CONFIDENTIAL, YOU MAY
82 LIST THAT INFORMATION BELOW (**SEE LINES 84-86**). AT A LATER TIME, YOU MAY ALSO PROVIDE THE BROKER WITH
83 OTHER INFORMATION YOU CONSIDER TO BE CONFIDENTIAL.

84 **CONFIDENTIAL INFORMATION:** _____
85 _____
86 _____

87 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by Broker): _____
88 _____
89 _____

90 **CONSENT TO TELEPHONE SOLICITATION**

91 I/We agree that the Broker and any affiliated settlement service providers (for example, a mortgage company or title company) may
92 call our/my home or cell phone numbers regarding issues, goods and services related to the real estate transaction until I/we
93 withdraw this consent in writing.

94 **List Home/Cell Numbers:** _____

95 **READING/UNDERSTANDING: If Client's agency agreement is for brokerage services related to real estate primarily intended**
96 **for use as a residential property containing one to 4 dwelling units, Wisconsin law requires broker to request the client's**
97 **signed acknowledgment that the client has received a copy of the written disclosure statement.**

98 (X) _____ (X) _____
99 Client Signature ▲ Date ▲ Client Signature ▲ Date ▲

100 No representation is made as to the legality, appropriateness or adequacy of any provision in a specific transaction. The italicized
101 words on line 54 have been added to the statutory language for clarification.