

**WB-36 BUYER AGENCY/TENANT REPRESENTATION AGREEMENT**

1 ■ **BROKER'S AUTHORIZATION:** Buyer (see lines 129-130) gives Broker the exclusive right to act as Buyer's agent to locate an interest  
2 in property and to negotiate the procurement of an interest in property as described in lines 3-12.  **STRIKE AS APPLICABLE**  
3 ■ **PROPERTY TYPE:**  Residential/Personal  Residential/Investment  Commercial/Industrial  Recreational  Farm  Vacant Land  
4  New Construction  Other \_\_\_\_\_  **IDENTIFY GENERAL NATURE OF PROPERTY: CHECK ALL THAT APPLY**  
5 ■ **NATURE OF INTEREST:**  Purchase  Leasehold  Option  Other \_\_\_\_\_  
6 ■ **PROPERTY CHARACTERISTICS/TRANSACTION TERMS: PURCHASE PRICE RANGE:** \_\_\_\_\_  
7 **OTHER TERMS:** \_\_\_\_\_  
8 \_\_\_\_\_  
9 \_\_\_\_\_

10  **IDENTIFY MATERIAL CHARACTERISTICS/TRANSACTION TERMS, e.g. PROPERTY SIZE, LOCATION, OCCUPANCY, INTEREST, ETC.**  
11 **EXCLUDED PROPERTIES:** *The following properties are excluded from this Agreement until* \_\_\_\_\_  **INSERT DATE** \_\_\_\_\_  
12 \_\_\_\_\_

13 ■ **COMPENSATION:** Broker's compensation shall be:  **CHECK "SUCCESS FEE", "OTHER COMPENSATION", OR BOTH, AS APPLICABLE**  
14  **SUCCESS FEE:** 3.000 % of the purchase price or \_\_\_\_\_  
15 \_\_\_\_\_ whichever is greater.  
16  **OTHER COMPENSATION:** \_\_\_\_\_  
17 \_\_\_\_\_

18  **INSERT THE AMOUNT AND TYPE OF OTHER FEE, E.G. RETAINER FEE, OR HOURLY FEE**  
19 \_\_\_\_\_

19 If this Agreement calls for a success fee, it is agreed that Broker has earned the success fee if, during the term of this Agreement (or any  
20 extension of it), Buyer or any person acting on behalf of Buyer acquires an interest in property or enters into an enforceable written contract  
21 between owner and Buyer to acquire an interest in property, at any terms and price acceptable to owner and Buyer. Broker's compensation  
22 remains due and payable if an enforceable written contract entered into by Buyer per lines 19 to 21 fails to close. Once earned, Broker's  
23 compensation is due and payable at the earlier of closing or the date set for closing, unless otherwise agreed in writing.

24 Broker (may)(may not)  **STRIKE ONE** accept compensation from owner or owner's agent. (Broker may accept compensation from owner or  
25 owner's agent if neither is struck.) Broker's compensation from Buyer will be reduced by any amounts received from owner or owner's agent.

26 **CAUTION: BUYER MAY WORK WITH OWNER OR AGENTS OF OWNER IN LOCATING AND**  
27 **NEGOTIATING AN INTEREST IN PROPERTY. HOWEVER, BUYER MAY BE RESPONSIBLE FOR BROKER'S**  
28 **FULL COMPENSATION IF BUYER'S CONTACTS WITH OWNER OR OWNER'S AGENT RESULT IN**  
29 **NO COMPENSATION BEING RECEIVED BY BROKER FROM OWNER OR OWNER'S AGENT.**

30 In consideration for Buyer's agreements, Broker agrees to use professional knowledge and skills, and reasonable efforts, to: 1) locate  
31 an interest in property, unless Broker is being retained solely to negotiate the procurement of an interest in a specific property, and 2)  
32 negotiate the procurement of an interest in property, as required, by giving advice to Buyer within the scope of Broker's license,  
33 facilitating or participating in the discussions of the terms of a potential contract, completing appropriate contractual forms, presenting  
34 either party's contractual proposal with an explanation of the proposal's advantages and disadvantages and other efforts including but  
35 not limited to the following: \_\_\_\_\_

36 unless Broker is retained solely to locate an interest in property. SHOULD LITIGATION ARISE BETWEEN THE PARTIES IN  
37 CONNECTION WITH THIS AGREEMENT, THE PREVAILING PARTY SHALL HAVE THE RIGHT TO REASONABLE ATTORNEY FEES.

38 ■ **EARNEST MONEY:** If Broker holds earnest money or other trust funds in connection with the transaction, they shall be held in Broker's  
39 trust account. Broker may refuse to hold earnest money or other trust funds. Should Broker hold earnest money, Buyer authorizes Broker  
40 to disburse the earnest money and agrees to hold Broker harmless for good faith disbursement pursuant to the terms of the offer to  
41 purchase, option, exchange agreement, lease or other escrow agreement used in the transaction or as otherwise required by law. If the  
42 transaction fails to close and the earnest money is disbursed to Buyer, then upon disbursement to Buyer the earnest money shall be paid  
43 first to reimburse Broker for cash advances made by Broker on behalf of Buyer.

44 ■ **FAIR HOUSING:** Buyer and Broker agree that they will not discriminate based on race, color, sex, sexual orientation as defined in  
45 Wisconsin Statutes §111.32 (13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, familial status  
46 or in any other unlawful manner.

47 ~~■ **AGENCY DISCLOSURE AND CONSENT TO MULTIPLE REPRESENTATION:** Wisconsin Statute §452.135(2) requires Broker to  
48 disclose that Buyer is Broker's client. Broker's duties to Buyer can be found at lines 75-83. Broker's duties to all parties can be found at lines  
49 58-74. The confidentiality rights of all parties can be found at lines 84-91. See lines 92-95 for information regarding identification of  
50 confidential and non-confidential information at lines 53-56. If Broker has a listing contract on a property Buyer wishes to procure an  
51 interest in, Buyer (does)(does not)  **STRIKE ONE** consent to the multiple representation relationship described at lines 103-113. If a multiple  
52 representation relationship is consented to and does occur, both parties will be Broker's clients.~~

53 ~~**CONFIDENTIAL INFORMATION:** (See lines 84 to 95)~~ \_\_\_\_\_  
54 \_\_\_\_\_

55 ~~**NON-CONFIDENTIAL INFORMATION:** (See lines 96 to 102)~~ \_\_\_\_\_  
56 \_\_\_\_\_

**AGENCY ISSUES**

57 ~~■ DUTIES OWED TO ALL PARTIES: Wisconsin Statute section 452.133(1) states that, in providing brokerage services to a party to a~~  
 58 ~~transaction (including both clients and customers), a broker shall do all the following:~~

- 59 ~~(a) Provide brokerage services to all parties to the transaction honestly, fairly and in good faith.~~  
 60 ~~(b) Diligently exercise reasonable skill and care in providing brokerage services to all parties.~~  
 61 ~~(c) Disclose to each party all material adverse facts that the broker knows and that the party does not know or cannot discover through~~  
 62 ~~reasonably vigilant observation, unless the disclosure of a material adverse fact is prohibited by law.~~  
 63 ~~(d) Keep confidential any information given to the broker in confidence, or any information obtained by the broker that he or she knows~~  
 64 ~~a reasonable party would want to be kept confidential, unless the information must be disclosed under (c) or Wisconsin Statute~~  
 65 ~~section 452.23 (information contradicting third party inspection or investigation reports) or is otherwise required by law to be~~  
 66 ~~disclosed or the party whose interests may be adversely affected by the disclosure specifically authorizes the disclosure of particular~~  
 67 ~~confidential information. A broker shall continue to keep the information confidential after the transaction is complete and after the~~  
 68 ~~broker is no longer providing brokerage services to the party.~~  
 69 ~~(e) Provide accurate information about market conditions that affect a transaction, to any party who requests the information, within~~  
 70 ~~a reasonable time of the party's request, unless disclosure of the information is prohibited by law.~~  
 71 ~~(f) Account for all property coming into the possession of a broker that belongs to any party within a reasonable time of receiving the property.~~  
 72 ~~(g) When negotiating on behalf of a party, present contract proposals in an objective and unbiased manner and disclose the advantages~~  
 73 ~~and disadvantages of the proposals.~~

74 ~~■ DUTIES OWED TO CLIENTS ONLY: Wisconsin Statute section 452.133(2) states that in addition to his or her duties under lines 58~~  
 75 ~~to 74, a broker providing brokerage services to his or her client shall do all of the following:~~

- 76 ~~(a) Loyal represent the client's interests by placing the client's interests ahead of the interests of any other party, unless loyalty to~~  
 77 ~~a client violates the broker's duties under lines 58 to 74 or Wis. stats. §452.137(2) (duties to all clients in dual agency situations).~~  
 78 ~~(b) Disclose to the client all information known by the broker that is material to the transaction and that is not known by the client or~~  
 79 ~~discoverable by the client through reasonably vigilant observation, except for confidential information (see lines 64 to 69) and other~~  
 80 ~~information, the disclosure of which is prohibited by law.~~  
 81 ~~(c) Fulfill any obligation required by the agency agreement, and any order of the client that is within the scope of the agency agreement,~~  
 82 ~~that are not inconsistent with another duty that the broker has under this chapter or any other law.~~

~~■ CONFIDENTIALITY NOTICE:~~

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

- 87 ~~1) MATERIAL ADVERSE FACTS AS DEFINED IN SECTION 452.01(5g) OF THE WISCONSIN STATUTES.~~  
 88 ~~2) ANY FACTS KNOWN BY THE BROKER THAT CONTRADICT ANY INFORMATION INCLUDED IN A WRITTEN~~  
 89 ~~INSPECTION REPORT ON THE PROPERTY OR REAL ESTATE THAT IS THE SUBJECT OF THE TRANSACTION.~~

90 ~~TO ENSURE THAT THE BROKER IS AWARE OF WHAT SPECIFIC INFORMATION YOU CONSIDER CONFIDENTIAL, YOU MAY LIST~~  
 91 ~~THAT INFORMATION AT LINES 53 TO 54. AT A LATER TIME, YOU MAY ALSO NOTIFY THE BROKER IN WRITING OF ANY~~  
 92 ~~INFORMATION YOU CONSIDER TO BE CONFIDENTIAL. YOU MAY IDENTIFY INFORMATION WHICH MIGHT OTHERWISE BE~~  
 93 ~~CONSIDERED CONFIDENTIAL (SUCH AS FINANCIAL QUALIFICATIONS) AS NON-CONFIDENTIAL AT LINES 55 TO 56.~~

94 ~~■ WAIVER OF CONFIDENTIALITY: Buyer may wish to authorize Broker to disclose information which might otherwise be considered~~  
 95 ~~confidential. An example of this type of information might be financial qualification information which may be disclosed to strengthen~~  
 96 ~~Buyer's offer to purchase/lease proposal in the eyes of prospective sellers/landlords. Broker's authorization to disclose may be indicated~~  
 97 ~~at lines 55 to 56. Unless otherwise provided at lines 53 to 54, Broker has permission to disclose Buyer's identity to owner, owner's agents~~  
 98 ~~and other third parties without prior consent from Buyer. Buyer acknowledges that pursuant to Wisconsin Statute section~~  
 99 ~~706.03(1)(b)(1m) a conveyance, such as an offer to purchase, is not binding if it is signed by Buyer's agent until such time as Buyer is~~  
 100 ~~identified in the conveyance.~~

101 ~~■ MULTIPLE REPRESENTATION (DUAL AGENCY): Wisconsin Statute section 452.137 states that Broker may represent both parties~~  
 102 ~~in the same transaction only with the written consent of both parties. A multiple representation relationship would exist if Broker was the~~  
 103 ~~listing agent for a property Buyer was seeking to acquire an interest in. In a multiple representation relationship, Broker will provide the~~  
 104 ~~services agreed upon in this Agreement. Broker will continue to provide information and advice to both parties, but is not allowed to place~~  
 105 ~~the interests of either party ahead of the other in negotiations. During negotiations, Broker will prepare approved forms to accomplish~~  
 106 ~~the intent of the party making the proposal. Broker will present the proposal in an objective and unbiased manner, disclosing the~~  
 107 ~~proposal's advantages and disadvantages. Broker shall not disclose confidential information of either party unless required by law.~~

108 ~~(NOTE: Wisconsin Administration Code section RL 24.07 requires disclosure of adverse material facts to all interested parties).~~  
 109 ~~If Buyer consents to the multiple representation relationship at line 51, Buyer is indicating that Buyer understands Broker's duties to all~~  
 110 ~~parties to a transaction (see lines 58 to 74) and Broker's duties to a client (see lines 75 to 83) and that if a multiple representation~~  
 111 ~~relationship arises, Broker will owe the same duties to seller that Broker owes to Buyer. (See lines 75-83)~~

112 ~~■ NON-EXCLUSIVE RELATIONSHIP: Buyer acknowledges and agrees that the Broker may act for other buyers in connection with the location~~  
 113 ~~of properties and may negotiate on behalf of such buyers with the owner or owner's agent. In the event that Broker undertakes to represent and~~  
 114 ~~act for other buyers, Broker shall not disclose to Buyer, or any other buyer, any confidential information of any buyer, unless required by law.~~

115 **COOPERATION** Buyer agrees to cooperate with Broker and to provide Broker accurate copies of all relevant records, documents and  
 116 other materials in Buyer's possession or control which are required in connection with the purchase, option, exchange or lease of  
 117 property. Buyer agrees to be reasonably available for showings of properties. Buyer authorizes Broker to do those acts reasonably  
 118 necessary to fulfill Broker's responsibilities under this Agreement including retaining subagents. Buyer shall promptly notify Broker in  
 119 writing of the description of any property Buyer locates. Buyer shall also notify Broker of the identity of all persons making inquiries  
 120 concerning Buyer's objectives stated in this Agreement.



## 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.