## WB-1 RESIDENTIAL LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

**SELLER GIVES BROKER THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>PROPERTY DESCRIPTION:</strong> Street address is: ____________________________ of ____________________________, County of ____________________________, Wisconsin. Insert additional description, if any, at lines 242-250 or attach as an addendum per lines 251-254.</td>
</tr>
<tr>
<td>2</td>
<td><strong>LIST PRICE:</strong> Dollars ($_________).</td>
</tr>
<tr>
<td>3</td>
<td><strong>INCLUDED IN LIST PRICE:</strong> Seller is including in the list price the Property, all Fixtures not excluded on lines 11-14, and the following items:</td>
</tr>
</tbody>
</table>

### OUTSIDE SERVICES TO BE PAID FOR BY SELLER:

- (Optional Use Date)

### SELLER AGREEMENTS:

- Seller agrees to pay Broker's commission, which shall be earned, if, during the term of this Listing:

1. **COMMISSION:**
   - Broker's commission shall be ________________________.
   - CAUTION: Limiting Broker's cooperation with other brokers may reduce the marketability of the Property.
   - **EXCLUSIONS:** All persons who may acquire an interest in the Property as a Protected Buyer under a prior listing contract are excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing. Within seven days of the date of this Listing, Seller agrees to deliver to Broker a written list of all such prospective buyers. The following other buyers are excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing: ________________________.

### MARKETING:

- Broker agrees to: ________________________.
- Seller agrees that Broker may market other properties during the term of this Listing.
- The parties agree that Broker will work and cooperate with other brokers in marketing the Property, including brokers from other firms acting as subagents and brokers representing buyers. Cooperation includes providing access to the Property for showing purposes and presenting offers and other proposals from these brokers to Seller. Note any brokers with whom Broker shall not cooperate, any brokers or buyers who shall not be allowed to attend showings, and the specific terms of offers which should not be submitted to Seller: ________________________.

### OCCUPANCY:

- Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing and to have the Property in broom swept condition and free of all debris and personal property except for personal property belonging to current tenants, sold to buyer or left with buyer's consent.

### COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION:

- If the transaction involves less than the entire Property, a percentage commission shall be calculated on the fair market value above, or calculated based on the list price under 3), 4) or 5). A percentage commission shall be calculated on the fair market value of the Property exchanged under 3) if the exchange involves less than the entire Property or on the fair market value of the Property to which an effective change in ownership or control takes place, under 4) if the transaction involves less than the entire Property.

### CAUTION:

- Limiting Broker's cooperation with other brokers may reduce the marketability of the Property.
- **EXCLUSIONS:** All persons who may acquire an interest in the Property as a Protected Buyer under a prior listing contract are excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing. Within seven days of the date of this Listing, Seller agrees to deliver to Broker a written list of all such prospective buyers. The following other buyers are excluded from this Listing: ________________________.

### EXCEPTIONS:

- Seller authorizes and Broker agrees to use reasonable efforts to: ________________________.
- Seller has a duty to cooperate with Broker's marketing efforts.

### OCCUPANCY:

- Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing and to have the Property in broom swept condition and free of all debris and personal property except for personal property belonging to current tenants, sold to buyer or left with buyer's consent.

### COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION:

- The parties agree that Broker will work and cooperate with other brokers in marketing the Property, including brokers from other firms acting as subagents and brokers representing buyers. Cooperation includes providing access to the Property for showing purposes and presenting offers and other proposals from these brokers to Seller. Note any brokers with whom Broker shall not cooperate, any brokers or buyers who shall not be allowed to attend showings, and the specific terms of offers which should not be submitted to Seller: ________________________.

### SELLER AGREEMENTS:

- Seller agrees to pay Broker's commission, which shall be earned, if, during the term of this Listing:

1. **COMMISSION:**
   - Broker's commission shall be ________________________.
   - **EXCLUSIONS:** All persons who may acquire an interest in the Property as a Protected Buyer under a prior listing contract are excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing. Within seven days of the date of this Listing, Seller agrees to deliver to Broker a written list of all such prospective buyers. The following other buyers are excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing: ________________________.

### MARKETING:

- Broker agrees to: ________________________.
- Seller agrees that Broker may market other properties during the term of this Listing.
- The parties agree that Broker will work and cooperate with other brokers in marketing the Property, including brokers from other firms acting as subagents and brokers representing buyers. Cooperation includes providing access to the Property for showing purposes and presenting offers and other proposals from these brokers to Seller. Note any brokers with whom Broker shall not cooperate, any brokers or buyers who shall not be allowed to attend showings, and the specific terms of offers which should not be submitted to Seller: ________________________.

### OCCUPANCY:

- Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing and to have the Property in broom swept condition and free of all debris and personal property except for personal property belonging to current tenants, sold to buyer or left with buyer's consent.

### COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION:

- The parties agree that Broker will work and cooperate with other brokers in marketing the Property, including brokers from other firms acting as subagents and brokers representing buyers. Cooperation includes providing access to the Property for showing purposes and presenting offers and other proposals from these brokers to Seller. Note any brokers with whom Broker shall not cooperate, any brokers or buyers who shall not be allowed to attend showings, and the specific terms of offers which should not be submitted to Seller: ________________________.
EXTENSION OF LISTING: The Listing term is extended for a period of one year as to any Protected Buyer. Upon receipt of a written request from Seller or a broker who has listed the Property, Broker agrees to promptly deliver to Seller a written list of those buyers known by Broker to whom the extension period applies. Should this Listing be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for Protected Buyers, on the same terms, for one year after the Listing is terminated.

TERMINATION OF LISTING: Neither Seller nor Broker has the legal right to unilaterally terminate this Listing absent a material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Broker (firm). Supervising broker. Seller and Broker agree that any termination of this Listing by either party before the date stated on line 259 shall be indicated to the other party in writing and shall not be effective until delivered to the other Party in accordance with lines 193-198. CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to potentially be liable for damages.

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

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

BROKER DISCLOSURE TO CLIENTS:

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

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

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

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

(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. (See Lines 211-214)

(e) The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential information or the confidential information of other parties. (See Lines 147-163)

(f) The duty to safeguard trust funds and other property the broker holds.

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

BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A BROKER, YOU ARE THE BROKER’S CLIENT. A BROKER OWES ADDITIONAL DUTIES TO A CLIENT:

(a) The broker will provide, at your request, information and advice on real estate matters that affect your transaction, unless you release the broker from this duty.

(b) The broker must provide you with all material facts affecting the transaction, not just adverse facts.

(c) The broker will fulfill the broker’s obligations under the agency agreement and fulfill your lawful requests that are within the scope of the agency agreement.

(d) The broker will negotiate for you, unless you release the broker from this duty.

(e) The broker will not place the broker’s interests ahead of your interests. The broker will not, unless required by law, give information or advice to other parties who are not the broker’s clients, if giving the information or advice is contrary to your interests.

(f) If you become involved in a transaction in which another party is also the broker’s client (a “multiple representation relationship”), different duties may apply.

MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY:

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

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

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

INITIAL ONLY ONE OF THE THREE LINES BELOW:

I consent to designated agency.
I consent to multiple representation relationships, but I do not consent to designated agency.
I reject multiple representation relationships.

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

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

PLEASE REVIEW THIS INFORMATION CAREFULLY. A broker or salesperson can answer your questions about brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector. 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 broker's duties to you under section 452.133 (2) of the Wisconsin statutes.

■ CONFIDENTIALITY NOTICE TO CLIENTS: Broker will keep confidential any information given to Broker in confidence, or any information obtained by Broker that he or she knows a reasonable person would want to be kept confidential, unless the information must be disclosed by law or you authorize Broker to disclose particular information. Broker shall continue to keep the information confidential after Broker is no longer providing brokerage services to you.

The following information is required to be disclosed by law:

1) Material adverse facts, as defined in section 452.01 (5g) of the Wisconsin statutes (lines 211-214).
2) Any facts known by the Broker that contradict any information included in a written inspection report on the property or real estate that is the subject of the transaction.

To ensure that the Broker is aware of what specific information you consider confidential, you may list that information below (see lines 158-160). At a later time, you may also provide the Broker with other information you consider to be confidential.

CONFIDENTIAL INFORMATION:

NON-CONFIDENTIAL INFORMATION (The following may be disclosed by Broker):

REAL ESTATE CONDITION REPORT: Seller agrees to complete the real estate condition report provided by Broker to the best of Seller's knowledge. Seller agrees to amend the report should Seller learn of any defect(s) after completion of the report but before acceptance of a buyer's offer to purchase. Seller authorizes Broker to distribute the report to all interested parties and agents inquiring about the Property. Seller acknowledges that Broker has a duty to disclose all material adverse facts as required by law.

SELLER REPRESENTATIONS REGARDING DEFECTS: Seller represents to Broker that as of the date of this Listing, Seller has no notice or knowledge of any defects affecting the Property other than those noted on the real estate condition report.

WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR DAMAGES AND COSTS.

OPEN HOUSE AND SHOWING RESPONSIBILITIES: Seller is aware that there is a potential risk of injury, damage and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to hold Broker harmless for any losses or liability resulting from personal injury, property damage, or theft occurring during "individual showings" or "open houses" other than those caused by Broker's negligence or intentional wrongdoing. Seller acknowledges that individual showings and open houses may be conducted by licensees other than Broker, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by Broker or other licensees, and that buyers or licensees may be present at all inspections and testing and may photograph or videotape Property unless otherwise provided for in additional provisions at lines 242-250 or in an addendum per lines 251-254.
DEFINITIONS:

ADVERSE FACT: An "adverse fact" means any of the following:
(a) A condition or occurrence that is generally recognized by a competent licensee as being of such significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect the party's decision about the terms of such a contract or agreement.

MATERIAL ADVERSE FACT: A "material adverse fact" means an adverse fact that a party indicates is of such significance, or that is generally recognized by a competent licensee as doing any of the following:
1) Significantly and adversely affecting the value of the Property;
2) Significantly reducing the structural integrity of improvements to real estate; or
3) Presenting a significant health risk to occupants of the Property.

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

DELIVERY: Delivery of documents or written notices related to this Listing may only be accomplished by:
1) giving the document or written notice personally to the party;
2) depositing the document or written notice postage or fees 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 (See lines 265, 271 and 277.);
3) electronically transmitting the document or written notice to the party's fax number (See lines 267, 273 and 279.); and,
4) as otherwise agreed in additional provisions on lines 242-250 or in an addendum to this Listing.

FIXTURES: A "fixture" is an item of property which is physically attached to or so closely associated with land or buildings so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on permanent foundations.

CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 11-14 and in the offer to purchase.

PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 2-4.

PROTECTED BUYER: Means a buyer who personally, or through any person acting for such buyer: 1) delivers to Seller or Broker a written offer to purchase, exchange, or option on the Property during the term of this Listing; 2) negotiates directly with Seller by discussing with Seller the potential terms upon which buyer might acquire an interest in the Property; or 3) attends an individual showing of the Property or discusses with Broker or cooperating brokers the potential terms upon which buyer might acquire an interest in the Property, but only if Broker delivers the buyer's name to Seller, in writing, no later than three days after the expiration of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows: 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; or, b) if a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the broker with whom the buyer negotiated and the date(s) of any showings or other negotiations.

FAIR HOUSING: Seller and Broker agree that they will not discriminate against any prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section 111.32(13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, familial status, or in any other unlawful manner.

EARNEST MONEY: If Broker holds trust funds in connection with the transaction, they shall be retained by Broker in Broker's trust account. Broker may refuse to hold earnest money or other trust funds. Should Broker hold the earnest money, Seller authorizes Broker to disburse the earnest money as directed in a written earnest money disbursement agreement signed by or on behalf of all parties having an interest in the trust funds. If the transaction fails to close and the earnest money is disbursed to Seller, then upon disbursement to Seller the earnest money shall be paid first to reimburse Broker for cash advances made by Broker on behalf of Seller and one half of the balance, but not in excess of the agreed commission, shall be paid to Broker as Broker's full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment to Broker shall not terminate this Listing.
ADDITIONAL PROVISIONS: 

ADDENDA: The attached addenda is/are made part of this Listing.

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

TERM OF THE CONTRACT: From the day of , , , up to and including midnight of the day of , .

READING/RECEIPT: BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND THAT HE/SHE HAS READ ALL FIVE PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS INCORPORATED INTO THE LISTING.

(x) Seller's Signature ▲ Print Name Here: ▲ Date ▲

Seller's Address ▲ Seller's Phone # ▲

Seller's Fax # ▲ Seller's E-Mail Address ▲

(x) Seller's Signature ▲ Print Name Here: ▲ Date ▲

Seller's Address ▲ Seller's Phone # ▲

Seller's Fax # ▲ Seller's E-Mail Address ▲

(x) Agent for Broker ▲ Print Name Here: ▲ Broker/Firm Name ▲ Date ▲

Broker/Firm Address ▲ Broker/Firm Phone # ▲

Broker/Firm Fax # ▲ Broker/Firm E-Mail Address ▲