

**WB-4 RESIDENTIAL CONDOMINIUM LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL**

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

2 ■ **PROPERTY DESCRIPTION:** The street address of the Unit is: \_\_\_\_\_  
3 \_\_\_\_\_ in the \_\_\_\_\_ of \_\_\_\_\_, County  
4 of \_\_\_\_\_, Wisconsin, particularly described as Unit: \_\_\_\_\_ (Building \_\_\_\_\_)  
5 of \_\_\_\_\_ Condominium; Seller's interest in the common  
6 elements appurtenant to the Unit, together with and subject to the rights, interests, obligations and limitations as set  
7 forth in the declaration and condominium plat (and all amendments to them) creating the Condominium, which  
8 altogether constitute the Property. Insert additional description, if any, at lines 309-322 or attach as an addendum per  
9 lines 323-328.

10 ■ **LIST PRICE:** \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

11 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, Seller's interests in any common surplus  
12 and reserves of the Condominium allocated to the Property, Fixtures not excluded on lines 16-19, and the following  
13 items: [NOTE: What is included or excluded will be determined by the  
14 terms of the Offer to Purchase as finally agreed to by the Seller and Buyer.] \_\_\_\_\_.

15 ■ **NOT INCLUDED IN LIST PRICE:** CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will  
16 continue to be owned by the lessor. (See lines 266-277): \_\_\_\_\_  
17 \_\_\_\_\_  
18 \_\_\_\_\_  
19 \_\_\_\_\_

20 ■ **STORAGE UNIT:** A storage unit (is) (is not) STRIKE ONE included in the List Price; Unit number: \_\_\_\_\_.

21 ■ **LIMITED COMMON ELEMENTS:** The limited common elements assigned to the Unit include: \_\_\_\_\_  
22 \_\_\_\_\_ . See condominium declaration for complete list.

23 ■ **PARKING:** The parking for the Property is \_\_\_\_\_ . The parking fee is \$ \_\_\_\_\_ .

24 ■ **ASSOCIATION FEE:** The association fee for the Property is \$ \_\_\_\_\_ per \_\_\_\_\_ .

25 ■ **RIGHT OF FIRST REFUSAL:** The condominium association (does) (does not) STRIKE ONE have a right of first  
26 refusal on the Property.

27 ■ **MARKETING:** Seller authorizes and Broker agrees to use reasonable efforts to procure a buyer for the Property.  
28 Seller ~~agrees that Broker~~ may market Seller's personal property identified on lines 13-14 during the term of this Listing.  
29 Broker's marketing may include: See line 309. ONLY THOSE SERVICES LISTED AT LINE 309 WILL BE  
30 PROVIDED BY BROKER UNDER THIS LISTING CONTRACT.

31 ~~Broker may advertise the following special financing and incentives offered by Seller: may provide incentives by~~  
32 direct negotiation with buyers. Seller has a duty to cooperate with Broker's marketing  
33 efforts. See lines 88-106 regarding Broker's role as marketing agent and Seller's duty to notify Broker of any potential  
34 buyer known to Seller. Seller agrees that Broker may market other properties during the term of this Listing.

35 ■ **OCCUPANCY:** Unless otherwise provided, Seller agrees to give buyer occupancy of the Unit and any limited  
36 common elements at time of closing and to have the Unit in broom swept condition and free of all debris and personal  
37 property except for personal property belonging to current tenants, sold to buyer or left with buyer's consent.

38 ■ **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION:** The parties agree that Broker will ~~work~~  
39 ~~and~~ cooperate with other brokers in marketing the Property, including brokers from other firms acting as subagents  
40 (agents from other companies engaged by Broker - See lines 194-197) and brokers representing buyers. ~~Cooperation~~  
41 ~~includes providing access to the Property for showing purposes and presenting offers and other proposals from these~~  
42 ~~brokers to Seller. Note any brokers with whom Broker shall not cooperate, any brokers or buyers who shall not be~~  
43 ~~allowed to attend showings, and the specific terms of offers which should not be submitted to Seller: NO OFFERS OR~~  
44 PROPOSALS WILL BE DRAFTED, SUBMITTED OR PRESENTED BY BROKER UNDER THIS LISTING CONTRACT .

45 CAUTION: Limiting Broker's cooperation with other brokers may reduce the marketability of the Property.

46 ■ **EXCLUSIONS:** All persons who may acquire an interest in the Property as a Protected Buyer under a prior listing  
47 contract are excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in  
48 writing. Within seven days of the date of this Listing, Seller agrees to deliver to Broker a written list of all such  
49 prospective buyers. The following other buyers are excluded from this Listing until \_\_\_\_\_ INSERT DATE:  
50 \_\_\_\_\_ . These other buyers are no longer

51 excluded from this Listing after the specified date unless, on or before the specified date, Seller has either accepted an  
52 offer from the buyer or sold the Property to the buyer.

53 ■ **COMPENSATION TO OTHERS:** Broker offers the following commission to cooperating brokers: \$1. Seller  
54 offers \_\_\_\_\_ of purchase price . (Exceptions if any): out of closing proceeds to selling broker .

55 ■ **COMMISSION:** Broker's commission shall be \$150 non-refundable due upon execution of contract .

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

- 57 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;  
 58 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;  
 59 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;  
 60 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or  
 61 5) A buyer is procured for the Property by Broker, by Seller, or by any other person, at no less than the price and on  
 62 substantially the same terms set forth in this Listing and in the standard provisions of the current WB-14  
 63 RESIDENTIAL CONDOMINIUM OFFER TO PURCHASE, even if Seller does not accept this buyer's offer. (See  
 64 lines 282-285 regarding procurement.)

65 A percentage commission, if applicable, shall be calculated based on the purchase price if commission is earned  
 66 under 1) or 2) above, or calculated based on the list price under 3), 4) or 5). A percentage commission shall be  
 67 calculated on the fair market value of the Property exchanged under 3) if the exchange involves less than the entire  
 68 Property or on the fair market value of the Property to which an effective change in ownership or control takes place,  
 69 under 4) if the transaction involves less than the entire Property. Once earned, Broker's commission is due and  
 70 payable in full at the earlier of closing or the date set for closing, unless otherwise agreed in writing. Broker's  
 71 commission shall be earned if, during the term of the Listing, one owner of the Property sells, conveys, exchanges or  
 72 options an interest in all or any part of the Property to another owner, except by divorce judgment.

73 NOTE: A sale, option, exchange or procurement of a buyer for a portion of the Property does not terminate the Listing  
 74 as to any remaining Property.

75 ■ **EXTENSION OF LISTING:** The Listing term is extended for a period of one year as to any Protected Buyer. Upon  
 76 receipt of a written request from Seller or a broker who has listed the Property, Broker agrees to promptly deliver to  
 77 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 shall be extended for Protected  
 79 Buyers, on the same terms, for one year after the Listing is terminated.

80 ■ **TERMINATION OF LISTING:** Neither Seller nor Broker has the legal right to unilaterally terminate this Listing absent  
 81 a material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the  
 82 Broker (firm). Agents (salespersons) for Broker (firm) do not have the authority to enter into a mutual agreement to  
 83 terminate the Listing, amend the commission amount or shorten the term of this Listing, without the written consent of  
 84 the agent(s) supervising broker. Seller and Broker agree that any termination of this Listing by either party before the  
 85 date stated on line 333 shall be indicated to the other party in writing and shall not be effective until delivered to the  
 86 other Party in accordance with lines 260-265. CAUTION: Early termination of this Listing may be a breach of contract,  
 87 causing the terminating party to potentially be liable for damages.

88 ■ **SELLER COOPERATION WITH MARKETING EFFORTS:** Seller agrees to cooperate with Broker in Broker's  
 89 marketing efforts and to provide Broker with all records, documents and other material in Seller's possession or control  
 90 which are required in connection with the sale, including, but not limited to, copies of the condominium association's  
 91 condominium disclosure materials as described in lines 107-136. The Buyer may also request the following:

- 92 1) the condominium association's financial statements for the last two years,  
 93 2) the minutes of the last unit owner's meetings,  
 94 3) the minutes of condominium board meetings during the 12 months prior to acceptance,  
 95 4) information about contemplated or pending condominium special assessments,  
 96 5) copies of the association's certificate of insurance,  
 97 6) a statement from the association indicating the balance of reserve accounts controlled by the association,  
 98 7) a statement from the association of the amount of any unpaid assessments on the unit (per Wis. Stat. § 703.165)  
 99 and;  
 100 8) the declaration and bylaws of the master association, if any, so Seller should be prepared to also provide these  
 101 items.

102 Seller authorizes Broker to do those acts reasonably necessary to effect a sale and Seller agrees to cooperate fully  
 103 with these efforts which may include obtaining condominium disclosure materials at Seller's expense (see Wis. Stat. §  
 104 703.20(2)), use of a multiple listing service, Internet advertising or a lockbox system on Property. Seller shall promptly  
 105 notify Broker in writing of any potential purchasers with whom Seller negotiates during the term of this Listing and shall  
 106 promptly refer all persons making inquiries concerning the Property to Broker.

107 ■ **CONDOMINIUM DISCLOSURE MATERIALS:** Seller agrees to provide buyer with complete, current and accurate  
 108 copies of the condominium disclosure materials required by Wis. Stat. § 703.33. The condominium disclosure  
 109 materials are required to be delivered to buyer no later than 15 days prior to closing. The condominium disclosure  
 110 materials include a copy of the following and any amendments to any of these (except as limited for small  
 111 condominiums per Wis. Stat. § 703.365):

- 112 a) proposed or existing declaration, bylaws and any rules or regulations, and an index of the contents,  
 113 b) proposed or existing articles of incorporation of the association, if it is or is to be incorporated,  
 114 c) proposed or existing management contract, employment contract or other contract affecting the use,  
 115 maintenance or access of all or part of the condominium,  
 116 d) projected annual operating budget for the condominium including reasonable details concerning the estimated  
 117 monthly payments by the purchaser for assessments and other monthly charges,  
 118 e) leases to which unit owners or the association will be a party,  
 119 f) general description of any contemplated expansion of condominium including each stage of expansion and the  
 120 maximum number of units that can be added to the condominium,  
 121 g) unit floor plan showing location of common elements and other facilities available to unit owners,

122 h) the executive summary.

123 If the condominium was an occupied structure prior to the recording of the condominium declaration, it is a "conversion  
124 condominium," and the "condominium disclosure materials" for a conversion condominium with five or more units also  
125 include:

- 126 1) a declarant's statement based on an independent engineer's or architect's report describing the present condition  
127 of structural, mechanical and electrical installations;
- 128 2) a statement of the useful life of the items covered in 1), unless a statement that no representations are being made  
129 is provided, and
- 130 3) a list of notices of uncured code or other municipal violations, including an estimate of the costs of curing the  
131 violations.

132 If the disclosure materials are delivered to Buyer and Buyer does not receive all of the disclosure documents, Buyer  
133 may, within 5 business days of Buyer's receipt of the disclosure materials, either rescind the Offer or request any  
134 missing documents. Seller has 5 business days following receipt of Buyer's request for missing documents to deliver  
135 the requested documents. Buyer may rescind the sale within 5 business days of the earlier of Buyer's receipt of  
136 requested missing documents or the deadline for Seller's delivery of the documents [Wis. Stat. § 703.33(4)(b)].

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

142 ■ **BROKER DISCLOSURE TO CLIENTS:**

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

- 144 (a) The duty to provide brokerage services to you fairly and honestly.
- 145 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 146 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request  
147 it, unless disclosure of the information is prohibited by law.
- 148 (d) The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the  
149 information is prohibited by law. (See Lines 278-281)
- 150 (e) The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential  
151 information or the confidential information of other parties. (See Lines 203-221)
- 152 (f) The duty to safeguard trust funds and other property the broker holds.
- 153 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the  
154 advantages and disadvantages of the proposals.

155 ■ **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A BROKER, YOU ARE THE  
156 BROKER'S CLIENT. A BROKER OWES ADDITIONAL DUTIES TO A CLIENT:**

- 157 (a) The broker will provide, at your request, information and advice on real estate matters that affect your transaction,  
158 unless you release the broker from this duty.
- 159 (b) The broker must provide you with all material facts affecting the transaction, not just adverse facts.
- 160 (c) The broker will fulfill the broker's obligations under the agency agreement and fulfill your lawful requests that are within  
161 the scope of the agency agreement.
- 162 (d) The broker will negotiate for you, unless you release the broker from this duty.
- 163 (e) The broker will not place the broker's interests ahead of your interests. The broker will not, unless required by law, give  
164 information or advice to other parties who are not the broker's clients, if giving the information or advice is contrary to your  
165 interests.
- 166 (f) If you become involved in a transaction in which another party is also the broker's client (a "multiple representation  
167 relationship"), different duties may apply.

168 ■ **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY:**

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

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

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

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

185 \_\_\_\_\_ ~~I consent to designated agency.~~

186 \_\_\_\_\_ ~~I consent to multiple representation relationships, but I do not consent to designated agency.~~

187 \_\_\_\_\_ I reject multiple representation relationships.

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

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

198 **PLEASE REVIEW THIS INFORMATION CAREFULLY. A broker or salesperson can answer your questions about**  
199 **brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an**  
200 **attorney, tax advisor, or home inspector. This disclosure is required by section 452.135 of the Wisconsin**  
201 **statutes and is for information only. It is a plain language summary of a broker's duties to you under section**  
202 **452.133 (2) of the Wisconsin statutes.**

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

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

- 208 1) Material adverse facts, as defined in section 452.01 (5g) of the Wisconsin statutes (lines 278-281).
- 209 2) Any facts known by the Broker that contradict any information included in a written inspection report on the  
210 property or real estate that is the subject of the transaction.

211 To ensure that the Broker is aware of what specific information you consider confidential, you may list that information  
212 below (see lines 214-217). At a later time, you may also provide the Broker with other information you consider to be  
213 confidential.

214 **CONFIDENTIAL INFORMATION: Seller has provided no confidential information to Broker. BROKER**  
215 **WILL NOT BE INVOLVED IN ANY NEGOTIATIONS WITH POTENTIAL BUYERS OF THE PROPERTY.**

216 \_\_\_\_\_  
217 \_\_\_\_\_  
218 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by Broker): Seller has reviewed the  
219 information being disclosed by Broker regarding the Property, verifies its accuracy, and  
220 approves of its disclosure by Broker.

222 ■ **REAL ESTATE CONDITION REPORT:** Wisconsin Administrative Code Chapter RL 24 requires listing brokers to  
223 make inquiries of the Seller on the condition of the Property and to request that Seller provide a written response to  
224 Broker's inquiry. Seller agrees to complete a real estate condition report to the best of Seller's knowledge. Seller  
225 agrees to amend the report should Seller learn of any defect(s) after completion of the report but before acceptance of  
226 a buyer's offer to purchase. Seller authorizes Broker to distribute the report to all interested parties and their agents  
227 inquiring about the Property and acknowledges that Broker has a duty to disclose all material adverse facts as required  
228 by law. Wis. Stat. § 709.03 provides that when the Property is a condominium unit, the property to which the real  
229 estate condition report applies is the condominium unit, the common elements of the condominium and any limited  
230 common elements that may be used only by the owner of the condominium unit being transferred. Wis. Stat. §  
231 709.02(2) requires that Seller also furnish a condominium addendum to the Real Estate Condition Report and a copy  
232 of the executive summary along with the Real Estate Condition Report. Note: Small condominiums may not all be  
233 required to have an executive summary per Wis. Stat. § 703.365 (1) (b) and (8).

234 ■ **SELLER REPRESENTATIONS REGARDING DEFECTS:** Seller represents to Broker that as of the date of this  
235 Listing, if a real estate condition report or other form of written response to Broker's inquiry regarding the condition of the  
236 Property has been made by the Seller, the Seller has no notice or knowledge of any defects affecting the Property other  
237 than those noted on Seller's real estate condition report or written response.

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

240 ■ **OPEN HOUSE AND SHOWING RESPONSIBILITIES:** Seller is aware that there is a potential risk of injury, damage  
241 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for  
242 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to  
243 hold Broker harmless for any losses or liability resulting from personal injury, property damage, or theft occurring  
244 during "individual showings" or "open houses" ~~other than those caused by Broker's negligence or intentional~~  
245 ~~wrongdoing.~~ Seller acknowledges that individual showings and open houses may be conducted by licensees other  
246 than Broker, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by  
247 Broker or other licensees, and that buyers or licensees may be present at all inspections and testing and may  
248 photograph or videotape Property unless otherwise provided for in additional provisions at lines 309-322 or in an  
249 addendum per lines 323-328.

250 ■ **DEFINITIONS:**251 **ADVERSE FACT:** An "adverse fact" means any of the following:

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

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

256 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her  
257 obligations under a contract or agreement made concerning the transaction.258 **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the  
259 event occurred and by counting subsequent calendar days.260 **DELIVERY:** Delivery of documents or written notices related to this Listing may only be accomplished by:

- 261 1) giving the document or written notice personally to the party;
- 262 2) depositing the document or written notice postage or fees prepaid or charged to an account in the U.S. Mail or a  
263 commercial delivery system, addressed to the party, at the party's address (See lines 339, 345 and 351.);
- 264 3) electronically transmitting the document or written notice to the party's fax number (See lines 341, 347 and 353.); or,
- 265 4) as otherwise agreed in additional provisions on lines 309-322 or in an addendum to this Listing.

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

275 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other  
276 water conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 16-  
277 19 and in the offer to purchase.**

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

282 **PROCURE:** A buyer is procured when, during the term of the Listing, an enforceable contract of sale is entered into  
283 between the Seller and the buyer or when a ready, willing and able buyer submits to the Seller or the Listing Broker a written  
284 offer at the price and on substantially the terms specified in this Listing. A buyer is ready, willing and able when the buyer  
285 submitting the written offer has the ability to complete the buyer's obligations under the written offer. (See lines 61-64)

286 **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 2-9.

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

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

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

309 ■ **ADDITIONAL PROVISIONS: THE ONLY SERVICE BROKER WILL PERFORM UNDER THIS LISTING CONTRACT**  
310 **IS: LISTING THE PROPERTY IN THE SOUTH CENTRAL WISCONSIN MULTIPLE LISTING SERVICE. Broker's**  
311 **duties as described in the Listing Contract are limited to the service above. All other**  
312 **marketing, negotiation, preparation of proposals, and procedures for closing are the**  
313 **responsibility of Seller. Seller agrees to indemnify Broker and hold Broker harmless from**  
314 **any claims for commissions by other brokers involved in the sale of the Property and any**  
315 **expenses or liabilities connected in any way with the marketing and sale of the Property.**  
316 **This contract shall terminate upon expiration, sale of the property or written or email**  
317 **notice by Broker or Seller. SELLER SHALL NOTIFY BROKER WITHIN 24 HOURS OF ACCEPTANCE OF AN**  
318 **OFFER. SELLER MAY BE LIABLE FOR LATE FEES (\$5/DAY) FOR FAILING TO PROMPTLY NOTIFY BROKER**  
319 **OF CHANGES OF SALE STATUS. SELLER MAY REQUIRE THE SERVICES OF AN ATTORNEY OR OTHER SERVICE**  
320 **PROVIDER TO FULFILL DUTIES OF SALE.**

321 \_\_\_\_\_  
322 \_\_\_\_\_  
323 ■ **ADDENDA:** The attached addenda \_\_\_\_\_  
324 \_\_\_\_\_  
325 \_\_\_\_\_  
326 \_\_\_\_\_  
327 \_\_\_\_\_

328 \_\_\_\_\_ is/are made part of this Listing.  
329 ■ **NOTICE ABOUT SEX OFFENDER REGISTRY:** You may obtain information about the sex offender registry and  
330 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at  
331 <http://www.widocoffenders.org> or by telephone at (608)240-5830.

332 ■ **TERM OF THE CONTRACT:** From the \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_ ,  
333 up to and including midnight of the \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_ .

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

337 (x) \_\_\_\_\_  
338 Seller's Signature ▲ \_\_\_\_\_ Print Name Here: ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

339 \_\_\_\_\_  
340 Seller's Address ▲ \_\_\_\_\_ Seller's Phone # ▲ \_\_\_\_\_

341 \_\_\_\_\_  
342 Seller's Fax # ▲ \_\_\_\_\_ Seller's E-Mail Address ▲ \_\_\_\_\_

343 (x) \_\_\_\_\_  
344 Seller's Signature ▲ \_\_\_\_\_ Print Name Here: ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

345 \_\_\_\_\_  
346 Seller's Address ▲ \_\_\_\_\_ Seller's Phone # ▲ \_\_\_\_\_

347 \_\_\_\_\_  
348 Seller's Fax # ▲ \_\_\_\_\_ Seller's E-Mail Address ▲ \_\_\_\_\_

349 (x) \_\_\_\_\_ **David B. Zwiefelhofer** \_\_\_\_\_ **Fair Fee Madison** \_\_\_\_\_  
350 Agent for Broker ▲ \_\_\_\_\_ Print Name Here: ▲ \_\_\_\_\_ Broker/Firm Name ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

351 **502 Toepfer Ave.** \_\_\_\_\_  
352 **Madison, WI 53711-1633** \_\_\_\_\_ **(608)238-3801** \_\_\_\_\_  
Broker/Firm Address ▲ \_\_\_\_\_ Broker/Firm Phone # ▲ \_\_\_\_\_

353 \_\_\_\_\_ **david@zwiefelhofer.com** \_\_\_\_\_  
354 Broker/Firm Fax # ▲ \_\_\_\_\_ Broker/Firm E-Mail Address ▲ \_\_\_\_\_