

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

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

2 ■ **PROPERTY DESCRIPTION:** Street address is: \_\_\_\_\_  
3 \_\_\_\_\_ in the \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_,  
4 Wisconsin. Insert additional description, if any, at lines 242-250 or attach as an addendum per lines 251-254.

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

6 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, all Fixtures not excluded on lines 11-14,  
7 and the following items: \_\_\_\_\_  
8 \_\_\_\_\_  
9 \_\_\_\_\_.

10 ■ **NOT INCLUDED IN LIST PRICE:** CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will  
11 continue to be owned by the lessor. (See lines 203-214): \_\_\_\_\_  
12 \_\_\_\_\_  
13 \_\_\_\_\_  
14 \_\_\_\_\_.

15 ■ **MARKETING:** Seller authorizes and Broker agrees to use reasonable efforts to procure a buyer for the Property. Seller  
16 agrees that Broker may market Seller's personal property identified on lines 7-9 during the term of this Listing. Broker's  
17 marketing may include: \_\_\_\_\_  
18 \_\_\_\_\_.

19 Broker may advertise the following special financing and incentives offered by Seller: \_\_\_\_\_  
20 \_\_\_\_\_.

21 Seller has a duty to cooperate with Broker's marketing efforts.  
22 See lines 74-80 regarding Broker's role as marketing agent and Seller's duty to notify Broker of any potential buyer known  
23 to Seller. Seller agrees that Broker may market other properties during the term of this Listing.

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

27 ■ **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION:** The parties agree that Broker will work  
28 and cooperate with other brokers in marketing the Property, including brokers from other firms acting as subagents  
29 (agents from other companies engaged by Broker - See lines 149-152) and brokers representing buyers. Cooperation  
30 includes providing access to the Property for showing purposes and presenting offers and other proposals from these  
31 brokers to Seller. Note any brokers with whom Broker shall not cooperate, any brokers or buyers who shall not be allowed  
32 to attend showings, and the specific terms of offers which should not be submitted to Seller: \_\_\_\_\_  
33 \_\_\_\_\_.

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

35 ■ **EXCLUSIONS:** All persons who may acquire an interest in the Property as a Protected Buyer under a prior listing contract  
36 are excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing. Within  
37 seven days of the date of this Listing, Seller agrees to deliver to Broker a written list of all such prospective buyers. The  
38 following other buyers are excluded from this Listing until \_\_\_\_\_ [INSERT DATE].  
39 These other buyers are no longer excluded from this Listing after the specified date  
40 unless, on or before the specified date, Seller has either accepted an offer from the buyer or sold the Property to the buyer.

41 ■ **COMMISSION:** Broker's commission shall be \_\_\_\_\_  
42 Seller shall pay Broker's commission, which shall be earned, if, during the term of this Listing:

- 43 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
- 44 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
- 45 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
- 46 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
- 47 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
- 48 substantially the same terms set forth in this Listing and in the standard provisions of the current WB-11  
49 RESIDENTIAL OFFER TO PURCHASE, even if Seller does not accept this buyer's offer. (See lines 215-218  
50 regarding procurement.)

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

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

60 ■ **COMPENSATION TO OTHERS:** Broker offers the following commission to cooperating brokers: \_\_\_\_\_  
\_\_\_\_\_. (Exceptions if any): \_\_\_\_\_.

61 ■ **EXTENSION OF LISTING:** The Listing term is extended for a period of one year as to any Protected Buyer. Upon  
 62 receipt of a written request from Seller or a broker who has listed the Property, Broker agrees to promptly deliver to Seller  
 63 a written list of those buyers known by Broker to whom the extension period applies. Should this Listing be terminated by  
 64 Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for Protected Buyers, on the  
 65 same terms, for one year after the Listing is terminated.

66 ■ **TERMINATION OF LISTING:** Neither Seller nor Broker has the legal right to unilaterally terminate this Listing absent a  
 67 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Broker  
 68 (firm). Agents (salespersons) for Broker (firm) do not have the authority to enter into a mutual agreement to terminate the  
 69 Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the agent(s)'  
 70 supervising broker. Seller and Broker agree that any termination of this Listing by either party before the date stated on  
 71 line 259 shall be indicated to the other party in writing and shall not be effective until delivered to the other Party in  
 72 accordance with lines 197-202. CAUTION: Early termination of this Listing may be a breach of contract, causing the  
 73 terminating party to potentially be liable for damages.

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

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

86 ■ **BROKER DISCLOSURE TO CLIENTS:**

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

- 88 (a) The duty to provide brokerage services to you fairly and honestly.
- 89 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 90 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request  
 91 it, unless disclosure of the information is prohibited by law.
- 92 (d) The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the  
 93 information is prohibited by law. (See Lines 119-122)
- 94 (e) The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential  
 95 information or the confidential information of other parties. (See Lines 158-174)
- 96 (f) The duty to safeguard trust funds and other property the broker holds.
- 97 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the  
 98 advantages and disadvantages of the proposals.

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

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

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

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

116 ■ Designated agency means that different salespersons employed by the broker will negotiate on behalf of you and the  
 117 other client or clients in the transaction, and the broker's duties will remain the same. Each salesperson will provide

118 information, opinions, and advice to the client for whom the salesperson is negotiating, to assist the client in the  
119 negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the  
120 information, opinions, or advice gives the client advantages in the negotiations over the broker's other clients. A  
121 salesperson will not reveal any of your confidential information to another party unless required to do so by law.

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

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

129 \_\_\_\_\_ I consent to designated agency.

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

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

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

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

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

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

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

152 1) Material adverse facts, as defined in section 452.01 (5g) of the Wisconsin statutes (lines 119-122).

153 2) Any facts known by the Broker that contradict any information included in a written inspection report on the property  
154 or real estate that is the subject of the transaction.

155 To ensure that the Broker is aware of what specific information you consider confidential, you may list that information  
156 below (see lines 169-171). At a later time, you may also provide the Broker with other information you consider to be  
157 confidential.

158 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_

159 \_\_\_\_\_

160 \_\_\_\_\_

161 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by Broker): \_\_\_\_\_

162 \_\_\_\_\_

163 \_\_\_\_\_

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

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

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

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

183 ■ **DEFINITIONS:**

184 ■ **ADVERSE FACT:** An "adverse fact" means any of the following:

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

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

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

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

193 **DELIVERY:** Delivery of documents or written notices related to this Listing may only be accomplished by:

- 194 1) giving the document or written notice personally to the party;  
 195 2) depositing the document or written notice postage or fees prepaid or charged to an account in the U.S. Mail or a  
 196 commercial delivery system, addressed to the party, at the party's address (See lines 265, 271 and 277.);  
 197 3) electronically transmitting the document or written notice to the party's fax number (See lines 267, 273 and 279.); and,  
 198 4) as otherwise agreed in additional provisions on lines 242-250 or in an addendum to this Listing.

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

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

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

215 **PROCURE:** A buyer is procured when, during the term of the Listing, an enforceable contract of sale is entered into between  
 216 the Seller and the buyer or when a ready, willing and able buyer submits to the Seller or the Listing Broker a written offer at  
 217 the price and on substantially the terms specified in this Listing. A buyer is ready, willing and able when the buyer submitting  
 218 the written offer has the ability to complete the buyer's obligations under the written offer. (See lines 46-49)

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

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

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

234 ■ **EARNEST MONEY:** If Broker holds trust funds in connection with the transaction, they shall be retained by Broker in  
 235 Broker's trust account. Broker may refuse to hold earnest money or other trust funds. Should Broker hold the earnest money,  
 236 Seller authorizes Broker to disburse the earnest money as directed in a written earnest money disbursement agreement  
 237 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  
 238 is disbursed to Seller, then upon disbursement to Seller the earnest money shall be paid first to reimburse Broker for cash  
 239 advances made by Broker on behalf of Seller and one half of the balance, but not in excess of the agreed commission, shall  
 240 be paid to Broker as Broker's full commission in connection with said purchase transaction and the balance shall belong to  
 241 Seller. This payment to Broker shall not terminate this Listing.

242 ■ **ADDITIONAL PROVISIONS:** \_\_\_\_\_  
243 \_\_\_\_\_  
244 \_\_\_\_\_  
245 \_\_\_\_\_  
246 \_\_\_\_\_  
247 \_\_\_\_\_  
248 \_\_\_\_\_  
249 \_\_\_\_\_

251 ■ **ADDENDA:** The attached addenda \_\_\_\_\_  
252 \_\_\_\_\_  
253 \_\_\_\_\_  
254 \_\_\_\_\_ is/are made part of this Listing.

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

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

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

263 (x) \_\_\_\_\_  
264 Seller's Signature ▲ \_\_\_\_\_ Print Name Here: ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

265 \_\_\_\_\_  
266 Seller's Address ▲ \_\_\_\_\_ Seller's Phone # ▲ \_\_\_\_\_

267 \_\_\_\_\_  
268 Seller's Fax # ▲ \_\_\_\_\_ Seller's E-Mail Address ▲ \_\_\_\_\_

269 (x) \_\_\_\_\_  
270 Seller's Signature ▲ \_\_\_\_\_ Print Name Here: ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

271 \_\_\_\_\_  
272 Seller's Address ▲ \_\_\_\_\_ Seller's Phone # ▲ \_\_\_\_\_

273 \_\_\_\_\_  
274 Seller's Fax # ▲ \_\_\_\_\_ Seller's E-Mail Address ▲ \_\_\_\_\_

275 (x) \_\_\_\_\_  
276 Agent for Broker ▲ \_\_\_\_\_ Print Name Here: ▲ \_\_\_\_\_ Broker/Firm Name ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

277 \_\_\_\_\_  
278 Broker/Firm Address ▲ \_\_\_\_\_ Broker/Firm Phone # ▲ \_\_\_\_\_

279 \_\_\_\_\_  
280 Broker/Firm Fax # ▲ \_\_\_\_\_ Broker/Firm E-Mail Address ▲ \_\_\_\_\_