

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

1 SELLER GIVES BROKER THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE TERMS SET FORTH IN THIS LISTING.

2 ■ **PROPERTY DESCRIPTION:** The street address of the Unit is _____
3 _____ in the _____ of _____, County of
4 _____, Wisconsin, particularly described as Unit: _____ (Building _____) of
5 _____ Condominium; Seller's undi-
6 vided interest in the common 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 altogether constitute the Property.

8 ■ **TERMS OF LISTING: LIST PRICE:** _____
9 _____ Dollars (\$ _____).

10 **TERMS:** Cash or equivalent at closing or _____.

11 **OCCUPANCY DATE:** _____ **OCCUPANCY CHARGE:** (if Seller occupies after closing): \$ _____ per day or part thereof.

12 **PROPERTY INCLUDED IN LIST PRICE:** Seller agrees to include in the list price and to transfer free and clear of encumbrances Seller's interest
13 in any common surplus and reserves of the Condominium allocated to the Unit; and all fixtures as defined at lines 180 to 188 and as may be in or
14 on the Unit as of the date of this Listing, unless excluded at lines 18 to 19. **CAUTION: Exclude fixtures not owned by Seller such as rented**
15 **water softeners. The terms of the Offer to Purchase will determine what property is included or excluded.**

16 **ADDITIONAL ITEMS INCLUDED IN THE LIST PRICE:** _____

17 _____

18 **ITEMS NOT INCLUDED IN THE LIST PRICE:** _____

19 _____

20 **LIMITED COMMON ELEMENTS:** The limited common elements assigned to the Unit include: _____

21 _____ . See condominium declaration for complete list.

22 ■ **Parking:** The parking for the Unit is: _____ . The parking fee is: \$ _____ .

23 ■ **ASSOCIATION FEE:** The association fee for this Unit is \$ _____ per _____ .

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

25 ■ **CONDITION OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other conveyance as
26 provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them,
27 recorded easements for the distribution of utility, municipal and association services, recorded building and use restrictions and covenants,
28 general taxes levied in the year of closing, Wisconsin Condominium Ownership Act, condominium declaration and plat and association articles of
29 incorporation, bylaws and rules and amendments to the above, and _____
30 _____ (provided none of the foregoing prohibit present use of the Property).

31 ■ **TITLE EVIDENCE:** Seller shall provide evidence of the condition of Seller's title in the form agreed to in the offer to purchase.

32 ■ **SELLER REPRESENTATIONS REGARDING PROPERTY CONDITIONS:** Seller represents to Broker that as of the date of this Listing, Seller
33 has no notice or knowledge of any conditions affecting the Property or transaction (as defined at lines 156-179) other than those identified in the
34 attached real estate condition report dated _____ (see lines 112-120 regarding real estate condition reports)
35 and _____ .

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

37 ■ **MARKETING:** Broker agrees to use reasonable efforts to procure a purchaser for the Property, including, but not limited to, the following:
38 _____
39 _____

40 Seller agrees that Broker may market other properties during the term of this Listing. SEE LINES 90 - 99 AND 264 - 269 REGARDING

41 SELLER'S DUTY TO NOTIFY BROKER OF ANY POTENTIAL PURCHASER OF WHICH SELLER HAS KNOWLEDGE, SELLER'S DUTY

42 TO COOPERATE WITH BROKER'S MARKETING EFFORTS AND PROVISIONS REGARDING BROKER'S ROLE AS MARKETING AGENT.

43 ■ **OTHER BROKERS:** The Parties agree that Broker will work and cooperate with other brokers in marketing the Property, including brokers from
44 other firms acting as subagents (agents of Seller retained by Broker) and brokers representing buyers, except: _____
45 _____ .

46 **CAUTION: LIMITING BROKER'S COOPERATION WITH OTHER BROKERS MAY REDUCE THE MARKETABILITY OF THE PROPERTY.**

47 ■ **TERM OF THE CONTRACT:** FROM THE _____ DAY OF _____, _____, UP TO AND INCLUDING

48 MIDNIGHT OF THE _____ DAY OF _____ .

49 ■ **EXCLUSIONS:** All persons whose purchase, exchange or exercise of grant of option would earn a prior listing broker a commission under a
50 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 one
51 week of this Listing, Seller agrees to deliver to Broker a list of all persons whose procurement as purchaser would earn another broker a com-
52 mission under a prior listing contract. **CAUTION: Contact previous listing broker if the identity of potential protected buyers from**
53 **previous listings is uncertain.** The following other buyers are excluded from this Listing until _____ **INSERT DATE** :
54 _____ . These other buyers are no longer excluded from this Listing after

55 the specified date unless, on or before the specified date, Seller has either accepted an offer from the buyer or sold the Property to the buyer.

56 ■ **COMMISSION:** Broker's commission shall be _____ % or _____ .

57 whichever is greater. The percentage commission, if applicable, shall be calculated based on the purchase price if commission is earned under
 58 1) or 2) below, or calculated based on the list price under 3) (if an exchange of the entire Property), 4) or 5). If less than the entire Property is
 59 exchanged, the percentage commission shall be calculated on the fair market value of the Property exchanged. Seller shall pay Broker's
 60 commission, which shall be earned if, during the term of this Listing:

- 61 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
- 62 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
- 63 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
- 64 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
- 65 5) A purchaser is procured for the Property by the Broker, by Seller, or by any other person, at the price and on substantially the same
 66 terms set forth in this Listing and the standard provisions of the current WB-14 CONDOMINIUM OFFER TO PURCHASE, even if Seller does not
 67 accept this purchaser's offer. See lines 193-196 regarding procurement.

68 Once earned, Broker's commission is due and payable in full at the earlier of closing or the date set for closing, unless otherwise agreed in writing.
 69 Broker's commission also shall be earned if, during the term of the Listing, one owner of the Property sells, exchanges or options an interest in all
 70 or any part of the Property to another owner, except by divorce judgment.

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

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

90 ■ **SELLER COOPERATION WITH MARKETING EFFORTS:** Seller agrees to cooperate with Broker in Broker's marketing efforts and to provide
 91 Broker with all records, documents and other material in Seller's possession or control which are required in connection with the sale including,
 92 but not limited to, copies of the condominium association's financial statements for the last two years, the minutes of the last unit owner's
 93 meetings, the minutes of condominium board meetings during the 12 months prior to acceptance, copies of the association's certificate of insur-
 94 ance, a statement from the association indicating the balance of reserve accounts controlled by the association, a statement from the association
 95 of the amount of any unpaid assessments on the unit (per Wis. Stat. §703.16(5)) and the declaration and bylaws of the master association, if any.
 96 Seller authorizes Broker to do those acts reasonably necessary to effect a sale and Seller agrees to cooperate fully with these efforts which may
 97 include obtaining condominium disclosure materials at Seller's expense (see Wis. Stat. §703.20(2)), use of a multiple listing service, the Internet
 98 or a key lockbox system on Property. Seller shall promptly notify Broker in writing of any potential purchasers with whom Seller negotiates during
 99 the term of this Listing and shall promptly refer all persons making inquiries concerning the Property to Broker.

100 ■ **CONDOMINIUM DISCLOSURE MATERIALS:** Seller agrees to provide buyer with complete, current and accurate copies of the condominium
 101 disclosure materials required by Wisconsin Stat. §703.33. The condominium disclosure materials are required to be delivered to buyer no later
 102 than 15 days prior to closing. The condominium disclosure materials include copies of the condominium declaration, bylaws, rules and regulations,
 103 together with an index of contents, articles of incorporation, management contracts, current year's association budget (including reasonable details
 104 concerning monthly assessment charges and charges for rental of facilities), latest annual association operating statements, leases to which unit
 105 owners will be a party, description of any contemplated expansion of condominium, the unit floor plan with information necessary to show location
 106 of common elements and other facilities available to unit owners, and any amendments to any of these (except as limited for small residential
 107 condominiums per Wis. Stat. §703.365). If the condominium was an occupied structure prior to the recording of the condominium declaration, it is
 108 a "conversion condominium" and the "condominium disclosure materials" also include: 1) a statement based on an engineer's or architect's report
 109 describing the present condition of structural, mechanical and electrical installations; 2) a statement of the useful life of the items covered in 1),
 110 unless a statement that no representations are being made is provided, and 3) a list of notices of code or other municipal violations, including an
 111 estimate of the costs of curing the violations.

112 ■ **REAL ESTATE CONDITION REPORT:** Seller agrees to complete the real estate condition report provided by Broker to the best of Seller's
 113 ability. Seller acknowledges that failure to deliver a complete and accurate report to Buyer within ten days after acceptance of an offer to purchase
 114 may provide Buyer with rights to rescind that offer to purchase under Wis. Statute Chapter 709. Wis. Stat. §709.03 provides that when the Property

115 is a condominium unit, the property to which the real estate condition report applies is the condominium unit, the common elements of the
 116 condominium and any limited common elements that may be used only by the owner of the condominium unit being transferred. Wis. Stat.
 117 §709.035 requires Sellers to deliver an amended report to buyer should Seller learn of any defects after completion of the report but before
 118 acceptance of the buyer's offer to purchase. Seller agrees to promptly amend the report to include any defects (as defined in the report) which
 119 Seller learns of after completion of the report. Seller authorizes Broker to distribute the report to all interested parties and their agents and to
 120 disclose all adverse material facts as required by law.

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

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

127 ■ **EARNEST MONEY:** If Broker holds trust funds in connection with the transaction, they shall be retained by Broker in Broker's trust account.
 128 Broker may refuse to hold earnest money or other trust funds. Should Broker hold the earnest money, Seller authorizes Broker to disburse the
 129 earnest money pursuant to the terms of the offer to purchase, option or exchange agreement used in the transaction. If the transaction fails to
 130 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
 131 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
 132 as Broker's full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment to Broker shall not
 133 terminate this Listing.

134 ■ **OPEN HOUSE AND SHOWING RESPONSIBILITIES:**

135 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" .
 136 Seller accepts responsibility for preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees
 137 to hold Broker harmless for any losses or liability resulting from personal injury, property damage, or theft occurring during "individual showings"
 138 or "open houses" other than those caused by Broker's negligence or intentional wrongdoing. **Seller acknowledges that individual showings**
 139 **may be conducted by licensees other than Broker, that appraisers and inspectors may conduct appraisals and inspections without being**
 140 **accompanied by Broker or other licensees and that buyers may photograph or videotape Property unless otherwise provided for at lines**
 141 **254-262 or in an addendum per line 263.**

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

146 ■ **DEFINITIONS:**

147 **ADVERSE FACT:** An "Adverse fact" means any of the following:

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

- 149 1) Significantly and adversely affecting the value of the Property; 2) Significantly reducing the structural integrity of improvements to real estate;
- 150 3) Presenting a significant health risk to occupants of the Property.

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

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

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

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

- 158 (a) planned or commenced public improvements by government authorities or the homeowner's or condominium association which may result in
 159 special assessments or otherwise materially affect the Property or the present use of the Property;
- 160 (b) completed or pending reassessment of the Property for property tax purposes;
- 161 (c) government agency, court, homeowner's or condominium association order requiring repair, alteration or correction of any existing condition;
- 162 (d) construction or remodeling on Property for which required state or local permits had not been obtained;
- 163 (e) any land division involving the subject Property, for which required state or local approvals had not been obtained;
- 164 (f) violation of applicable state or local smoke detector laws; **NOTE: State law requires operating smoke detectors on all levels of all**
 165 **residential properties.**
- 166 (g) any portion of the Condominium being in a 100 year floodplain, a wetland or a shoreland zoning area under local, state or federal laws;
- 167 (h) a structure on the Property is designated as a historic building or that any part of Property is in a historic district;
- 168 (i) structural inadequacies which if not repaired will significantly shorten the expected normal life of the Condominium;
- 169 (j) mechanical systems inadequate for the present use of the Condominium;
- 170 (k) insect or animal infestation of the Condominium;
- 171 (l) conditions constituting a significant health or safety hazard for occupants of Property; **NOTE: Specific federal lead paint disclosure**
 172 **requirements must be complied with in the sale of most residential properties built before 1978.**
- 173 (m) underground or aboveground storage tanks on the Condominium for storage of flammable or combustible liquids including but not limited to

- 174 gasoline and heating oil which are currently or which were previously located on the Condominium; **NOTE: Wis. Adm. Code, Chapter COMM**
 175 **10 contains registration and operation rules for such underground and aboveground storage tanks.**
- 176 (n) material violations of environmental laws or other laws or agreements regulating the use of the Condominium;
- 177 (o) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Condominium;
- 178 (p) other conditions or occurrences which would significantly reduce the value of the Property to a reasonable person with knowledge of the nature
 179 and scope of the condition or occurrence.

180 **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
 181 part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items
 182 specifically adapted to the premises, and items customarily treated as fixtures including but not limited to all: garden bulbs; plants; shrubs and
 183 trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
 184 heating and cooling units and attached equipment; water heaters and softeners; sump pumps; attached or fitted floor coverings; awnings; attached
 185 antennas, satellite dishes and component parts; garage door openers and remote controls; installed security systems; central vacuum systems
 186 and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent
 187 foundations and docks/piers on permanent foundations. See lines 12 - 19. **CAUTION: Address rented fixtures, if any (e.g., water softener,**
 188 **L.P. tanks, etc.).**

189 **DELIVERY:** Unless otherwise stated, delivery of documents or written notices related to this Listing may be accomplished by: 1) giving the
 190 document or written notice personally to the Party; 2) by depositing the document or written notice postage or fees prepaid or charged to an
 191 account in the U.S. Mail or a commercial delivery system, addressed to the Party, at the Party's address (See lines 275, 279); 3) by
 192 electronically transmitting the document or written notice to the Party's fax number (See lines 275, 279).

193 **PROCURE:** A purchaser is procured when a valid and binding contract of sale is entered into between Seller and the purchaser or when a
 194 ready, willing and able purchaser submits a written offer at the price and on substantially the terms specified in this Listing. A purchaser is ready,
 195 willing and able when the purchaser submitting the written offer has the ability to complete the purchaser's obligations under the written offer. See
 196 lines 65 - 67.

197 **■ AGENCY DISCLOSURE PROVISIONS:**

198 **■ AGENCY DISCLOSURE AND CONSENT TO MULTIPLE REPRESENTATION:** Wisconsin Statute § 452.135(2) requires Broker to disclose that
 199 Seller is Broker's client. Broker's duties to Seller can be found at lines 218 - 226. Broker's duties to all parties can be found at lines 202 - 217. The
 200 confidentiality rights of all parties can be found at lines 238 - 245. See lines 245 - 249 for information regarding identification of confidential and non-
 201 confidential information at lines 250 - 253. If a multiple representation relationship is consented to and does occur, both parties will be Broker's clients.

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

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

218 **■ DUTIES OWED TO CLIENTS ONLY:** Wisconsin Statute § 452.133(2) states that in addition to his or her duties under lines 202 - 217, a
 219 broker providing brokerage services to his or her client shall do all of the following:

- 220 (a) Loyal represent the client's interests by placing the client's interests ahead of the interests of any other party, unless loyalty to a client
 221 violates the broker's duties under lines 202 - 217 Wis. Stat. § 452.137(2) (duties to all clients in multiple representation situations).
- 222 (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 discoverable
 223 by the client through reasonably vigilant observation, except for confidential information (see lines 208 - 212) and other information, the
 224 disclosure of which is prohibited by law.
- 225 (c) Fulfill any obligation required by the agency agreement, and any order of the client that is within the scope of the agency agreement, that are
 226 not inconsistent with another duty that the broker has under this chapter or any other law.

227 **■ MULTIPLE REPRESENTATION (DUAL AGENCY):** Wisconsin Statute § 452.137 states that Broker may represent both parties in the same
 228 transaction only with the written consent of both Parties. A multiple representation relationship would exist if Broker was the buyer's agent for a
 229 buyer seeking to acquire an interest in the Property. In a multiple representation relationship, Broker will provide the marketing and other services
 230 agreed upon in this Listing. Broker will continue to provide information and advice to both parties, but is not allowed to place the interests of either
 231 party ahead of the other in negotiations. During negotiations, Broker will prepare approved forms to accomplish the intent of the party making the

232 proposal. Broker will present the proposal in an objective and unbiased manner, disclosing the proposal's advantages and disadvantages. Broker
233 shall not disclose confidential information of either party unless required by law. (NOTE: Wisconsin Administrative Code section RL 24.07
234 requires disclosure of adverse material facts to all interested parties). If Seller consents to the multiple representation relationship, Seller is
235 indicating that Seller understands Broker's duties to all parties to a transaction (see lines 202 - 217) and Broker's duties to a client (see lines 218 -
236 226) and that if a multiple representation relationship arises, Broker will owe the same duties to buyer that Broker owes to Seller (See line 218 - 226).
237 SELLER (DOES) (DOES NOT) STRIKE ONE CONSENT TO A MULTIPLE REPRESENTATION RELATIONSHIP (DUAL AGENCY).

238 ■ CONFIDENTIALITY NOTICE:

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

- 243 1) MATERIAL ADVERSE FACTS AS DEFINED IN § 452.01 (5g) OF THE WISCONSIN STATUTES. (See lines 147 to 155)
- 244 2) ANY FACTS KNOWN BY THE BROKER THAT CONTRADICT ANY INFORMATION INCLUDED IN A WRITTEN INSPECTION REPORT ON
245 THE PROPERTY OR REAL ESTATE THAT IS THE SUBJECT OF THE TRANSACTION. TO ENSURE THAT THE BROKER IS AWARE OF WHAT
246 SPECIFIC INFORMATION YOU CONSIDER CONFIDENTIAL, YOU MAY LIST THAT INFORMATION AT LINE 250 - 251. AT A LATER TIME, YOU
247 ALSO MAY PROVIDE THE BROKER WITH OTHER WRITTEN NOTIFICATION OF WHAT INFORMATION YOU CONSIDER TO BE
248 CONFIDENTIAL. YOU MAY IDENTIFY INFORMATION WHICH MIGHT OTHERWISE BE CONSIDERED CONFIDENTIAL (SUCH AS SELLER'S
249 MOTIVATION TO SELL) AS NON-CONFIDENTIAL AT LINES 252 - 253.

250 ■ CONFIDENTIAL INFORMATION: _____

251 _____

252 ■ NON-CONFIDENTIAL INFORMATION: _____

253 _____

Notice: 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 phone at 877-234-0085.

254 ■ ADDITIONAL PROVISIONS: _____

255 _____

256 _____

257 _____

258 _____

259 _____

260 _____

261 _____

262 _____

263 ■ ADDENDA: The attached _____ is/are made part of this Listing.

264 CAUTION: IF SIGNED, THIS LISTING CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BROKERS MAY PROVIDE A GENERAL
265 EXPLANATION OF THE PROVISIONS OF THIS LISTING OR OTHER REAL ESTATE CONTRACTS, BUT ARE PROHIBITED BY LAW FROM
266 GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS LISTING OR ANY OTHER REAL ESTATE CONTRACT.
267 AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED. SELLER SHOULD CONSULT OTHER EXPERTS AS
268 APPROPRIATE, FOR EXAMPLE, APPRAISERS, TAX ADVISORS, OR HOME INSPECTORS IF SERVICES BEYOND BROKER'S
269 MARKETING SERVICES ARE REQUIRED.

270 Dated this _____ day of _____, _____

271 (x) _____

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

273 (x) _____

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

275 _____

276 Seller's Address ▲ _____ Phone # ▲ _____ Fax # ▲ _____

277 (x) _____ Keefe Real Estate, Inc.

278 Agent for Broker ▲ (Print Name) ► Patti Kirchhoff Broker/Firm Name ▲ _____

279 751 Geneva Parkway Lake Geneva WI 53147 (262) 248-4492 (262) 248-9539

280 Broker/Firm Address ▲ Phone # ▲ Fax # ▲