

**WB-37 EXCLUSIVE LISTING CONTRACT FOR LEASE OF REAL PROPERTY**

Mandatory for use as an exclusive listing contract for lease of residential property - Do not use as a property management agreement or listing for sale.

1 Owner gives Broker the exclusive right to negotiate a lease or leases of the property located in the \_\_\_\_\_ of  
2 \_\_\_\_\_ County of \_\_\_\_\_, Wisconsin, further described as: \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_ ("Premises" which shall mean the entire property or a particular rental unit as appropriate)  
5 under the terms of this Listing **STRIKE AND COMPLETE AS APPLICABLE**. Insert additional description at lines 142-149 or  
6 in an addendum per line 150. Identify proposed lease terms at lines 10-14. Note: Specify additional lease terms/marketing instructions  
7 in additional provisions at lines 142-149 or in an addendum. Consider addressing inclusions (furniture, appliances, equipment, designated  
8 parking and storage areas, etc.), marketing terms (potential owner repairs, build-outs, credits, etc.) and restrictions on tenant's use and  
9 occupancy. Also see lines 31-33 regarding repairs and build-outs owner agrees to complete under this Listing.

UNIT NO.	RENT	SECURITY DEP.	OTHER LEASE TERMS/CURRENT STATUS OF UNIT
1.	\$	\$	
2.	\$	\$	
3.	\$	\$	
4.	\$	\$	

15 **BROKER'S DUTIES** In consideration for Owner's agreements herein, Owner authorizes Broker and Broker agrees to use  
16 reasonable efforts to negotiate leases of the Premises and to perform the following services: solicit, review and verify applications,  
17 qualify and approve prospective tenants, receive and hold deposits, execute leases on behalf of Owner, and collect rents (STRIKE ALL  
18 DUTIES BROKER DOES NOT ACCEPT), and in addition Broker shall provide the following services: See [www.BadgerMLS.com](http://www.BadgerMLS.com)  
19 and [www.BadgerMLS.com/rent](http://www.BadgerMLS.com/rent). Note: This is not a property management agreement and this Listing does  
20 not obligate Broker to perform any property management duties, including maintenance, unless specified at lines 18-19 or 142-150.

21 **OWNER'S OBLIGATIONS** Owner agrees to make available to Broker copies of all existing data, records, documents, building rules  
22 and regulations, and other materials required in connection with the lease of the Premises, to provide or approve a lease and other forms  
23 for Broker's use, to allow Broker to show the Premises at reasonable times and upon reasonable advance notice as may be allowed by  
24 law, to allow Broker to advertise including placing signage upon the Premises, to cooperate with Broker in Broker's actions under this  
25 Listing and to immediately provide to Broker the names of any prospective tenants. **STRIKE ANY ITEMS NOT APPLICABLE**

26 **OWNERS WARRANTIES, COVENANTS AND REPRESENTATIONS** Owner warrants and represents that any materials and  
27 information given to Broker by Owner are true, accurate and correct and that the lease and other forms provided to Broker by Owner  
28 comply with all applicable laws. Owner has made no rent concessions or other agreements affecting the Premises. Owner shall  
29 immediately notify Broker in writing of any material change in the information provided to Broker. Owner agrees to hold Broker  
30 harmless from loss by reason of Broker's use of these materials, forms and information, including the payment of reasonable attorney  
31 fees in the event of any suit against Broker arising out of the use of these materials, forms and information. Owner agrees to make the  
32 following repairs and build-outs to the Premises: \_\_\_\_\_  
33 \_\_\_\_\_ **STRIKE ANY ITEMS NOT APPLICABLE**

34 Owner represents to Broker that Owner has no notice or knowledge of any of the following conditions affecting the Premises:  
35 (a) Uncorrected building or housing code violations;  
36 (b) A lack of hot or cold running water;  
37 (c) Plumbing or sewage disposal facilities that are not in good operating condition;  
38 (d) Heating facilities serving any rental unit that are not in safe operating condition, or are not capable of maintaining a  
39 temperature, measured in occupied areas at the approximate center of the room, midway between floor and ceiling, of at least 67° F  
40 (19° C) during all seasons of the year that the rental unit is occupied;  
41 (e) A lack of electrical service, or electrical wiring, outlets, fixtures or other components of the electrical system that are not in safe  
42 operating condition;  
43 (f) Any structural or other conditions in the Premises which constitute a substantial hazard to the health or safety of the tenant(s),  
44 or create an unreasonable risk of personal injury as a result of any reasonably foreseeable use of the Premises other than negligent use  
45 or abuse of the Premises by tenant(s);  
46 (g) Other conditions or occurrences which would significantly reduce the value of the leasehold interest to a reasonable person with  
47 knowledge of the nature and scope of the condition or occurrence. EXCEPTIONS TO REPRESENTATIONS STATED IN LINES 34-  
48 47: \_\_\_\_\_

49 Owner agrees to promptly inform Broker of any information that would modify the above representations during the term of this Listing.  
50 **BROKER'S COMMISSION** If a lease or a rental agreement is entered into as to the Premises, Owner agrees to pay Broker a  
51 commission in the amount of \$99 Badger MLS Rental Package to List; \$99 min Buyer/Renter Commission  
52 which shall be due and payable up-front non-refundable Limited Service MLS Discount Rental Listing.

53 **TERMINATION FEE** If this Listing is terminated because of a sale, exchange or other transfer of legal or equitable title to the  
54 Premises, Owner agrees to pay Broker a termination fee in the amount of \$15 to cancel prior to the expiration of  
55 this contract which shall be reduced by any commissions paid to Broker in connection with the purchase, sale or option.

**56 EXTENSION OF LISTING**

57 The Listing term is extended for a period of one year as to any tenant who personally or through any person acting for such tenant either  
 58 negotiated regarding the lease of the Premises or submitted a written letter of intent or lease during the term of this Listing (protected  
 59 tenant). If the extension is based on negotiation, the extension shall be effective only if the tenant's name is delivered to Owner, in  
 60 writing, no later than three days after the expiration of the Listing, unless Owner was directly involved in discussions of the potential  
 61 terms upon which tenant might acquire a leasehold interest in the Premises. The requirement of this Listing to deliver the tenant's  
 62 name in order to make the extension of the Listing term effective also may be fulfilled as follows: 1) If the Listing is effective only  
 63 as to certain individuals who are identified in the Listing, the identification of the individuals in the Listing shall fulfill the delivery of  
 64 the tenant's name requirement and 2) if the tenant has requested that the tenant's identity remain confidential, delivery of a notice  
 65 identifying the broker with whom the tenant negotiated and the date(s) of any showings or other negotiations shall fulfill the delivery  
 66 of the tenant's name requirement. "Negotiated" for the purpose of this paragraph means to discuss the potential terms upon which  
 67 tenant might acquire a leasehold interest in the Premises or to attend an individual showing of the Premises. "Submitted" for the  
 68 purposes of this paragraph means that a written letter of intent or lease has been delivered to Owner or Broker.

69 **ATTORNEY FEES** Should litigation arise between the Parties in connection with this Agreement, the prevailing Party shall  
 70 have the right to reasonable attorney's fees.

71 **FAIR HOUSING** Owner and Broker agree that they will not illegally discriminate against any prospective tenant or purchaser  
 72 on account of race, color, sexual orientation as defined in Wisconsin Statutes, 111.32(13m), disability, religion, national origin, sex  
 73 or marital status of the person maintaining a household, lawful source of income, age, ancestry, familial status or in any other manner  
 74 prohibited by federal, state or local fair housing laws or other applicable law or regulation.

**75 AGENCY DISCLOSURE PROVISIONS**

76 ~~■ AGENCY DISCLOSURE AND CONSENT TO MULTIPLE REPRESENTATION: Wisconsin Statute 452.135(2) requires Broker to  
 77 disclose that Owner is Broker's client. Broker's duties to Owner can be found at lines 98-107. Broker's duties to all parties can be  
 78 found at lines 81-97. The confidentiality rights of all parties can be found at lines 120-127. See lines 128-131 for information regarding  
 79 identification of confidential and non-confidential information at lines 132-135. If a multiple representation relationship is consented  
 80 to and does occur, both parties will be Broker's clients.~~

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

83 (a) ~~Provide brokerage services to all parties to the transaction honestly, fairly and in good faith.~~

84 (b) ~~Diligently exercise reasonable skill and care in providing brokerage services to all parties.~~

85 (c) ~~Disclose to each party all material adverse facts that the broker knows and that the party does not know or cannot discover  
 86 through reasonably vigilant observation, unless the disclosure of a material adverse fact is prohibited by law.~~

87 (d) ~~Keep confidential any information given to the broker in confidence, or any information obtained by the broker that he or she  
 88 knows a reasonable party would want to be kept confidential, unless the information must be disclosed under par. (c) or Wisconsin  
 89 Statute 452.23 (information contradicting third party inspection or investigation reports), or is otherwise required by law to be  
 90 disclosed or the party whose interests may be adversely affected by the disclosure specifically authorizes the disclosure of particular  
 91 confidential information. A broker shall continue to keep the information confidential after the transaction is complete and after the  
 92 broker is no longer providing brokerage services to the party.~~

93 (e) ~~Provide accurate information about market conditions that affect a transaction, to any party who requests the information, within  
 94 a reasonable time of the party's request, unless disclosure of the information is prohibited by law.~~

95 (f) ~~Account for all property of the parties coming into the possession of a broker within a reasonable time of receipt.~~

96 (g) ~~When negotiating on behalf of a party, present contract proposals in an objective and unbiased manner and disclose the  
 97 advantages and disadvantages of the proposals.~~

98 ~~■ DUTIES OWED TO CLIENTS ONLY:~~

99 ~~Wisconsin Statute 452.133(2) states that in addition to his or her duties under lines 81-97, a broker providing brokerage services  
 100 to his or her client shall do all of the following:~~

101 (a) ~~Loyally represent the client's interests by placing the client's interests ahead of the interests of any other party, unless loyalty to a  
 102 client violates the broker's duties under lines 81-97 or Wis. Stat. 452.137(2) (duties to all clients in multiple representation situations).~~

103 (b) ~~Disclose to the client all information known by the broker that is material to the transaction and that is not known by the  
 104 client or discoverable by the client through reasonably vigilant observation, except for confidential information (see lines 87-92) and  
 105 other information, the disclosure of which is prohibited by law.~~

106 (c) ~~Fulfill any obligation required by the agency agreement, and any order of the client that is within the scope of the agency  
 107 agreement, that are not inconsistent with another duty that the broker has under Wisconsin Statute Chapter 452 or any other law.~~

108 ~~■ MULTIPLE REPRESENTATION (DUAL AGENCY): Wisconsin Statute 452.137 states that Broker may represent both parties in  
 109 the same transaction only with the written consent of both parties. A multiple representation relationship would exist if Broker is the  
 110 tenant's agent for a tenant seeking to acquire an interest in the Premises. In a multiple representation relationship, Broker will provide  
 111 the marketing and other services agreed upon in this Listing. Broker will continue to provide information and advice to both parties, but  
 112 is not allowed to place the interests of either party ahead of the other in negotiations. During negotiations, Broker will prepare approved  
 113 forms to accomplish the intent of the party making the proposal. Broker will present the proposal in an objective and unbiased  
 114 manner, disclosing the proposal's advantages and disadvantages. Broker shall not disclose confidential information of either party  
 115 unless required by law. (NOTE: Wisconsin Administrative Code section RL 24.07 requires disclosure of adverse material facts  
 116 to all interested parties). If Owner consents to the multiple representation relationship, Owner is indicating that Owner understands  
 117 Broker's duties to all parties to a transaction (see lines 81-97) and Broker's duties to a client (see lines 98-107) and that if a multiple  
 118 representation relationship arises, Broker will owe the same duties to tenant that Broker owes to Owner. (See lines 98-107.)~~



## BROKER DISCLOSURE TO CLIENTS

1 NOTE: THE DISCLOSURES CONCERNING AGENCY RELATIONSHIPS THAT A BROKER MUST GIVE TO A CLIENT WERE RE-  
2 VISED BY 2005 WIS. ACT 87. THIS DISCLOSURE DOCUMENT REFLECTS THE LAW IN EFFECT BEGINNING 7-1-06.  
3 **UNDER WISCONSIN LAW, A BROKER OWES CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:**

- 4 ■ The duty to provide brokerage services to you fairly and honestly.
- 5 ■ The duty to exercise reasonable skill and care in providing brokerage services to you.
- 6 ■ The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless  
7 disclosure of the information is prohibited by law.
- 8 ■ The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the information is  
9 prohibited by law. **(See Lines 28-37)**
- 10 ■ The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential information or the  
11 confidential information of other parties. **(See Lines 71-89)**
- 12 ■ The duty to safeguard trust funds and other property the broker holds.
- 13 ■ The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and  
14 disadvantages of the proposals.

15 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A BROKER, YOU ARE THE BROKER'S CLIENT. A**  
16 **BROKER OWES ADDITIONAL DUTIES TO A CLIENT.**

- 17 ■ The broker will provide, at your request, information and advice on real estate matters that affect your transaction, unless you  
18 release the broker from this duty.
  - 19 ■ The broker must provide you with all material facts affecting the transaction, not just adverse facts.
  - 20 ■ The broker will fulfill the broker's obligations under the agency agreement and fulfill your lawful requests that are within the scope  
21 of the agency agreement.
  - 22 ■ The broker will negotiate for you, unless you release the broker from this duty.
  - 23 ■ The broker will not place the broker's interests ahead of your interests. The broker will not, unless required by law, give  
24 information or advice to other parties who are not the broker's clients, if giving the information or advice is contrary to your  
25 interests.
- 26 If you become involved in a transaction in which another party is also the broker's client (a "multiple representation relationship"),  
27 different duties may apply.

### **DEFINITION OF MATERIAL ADVERSE FACTS**

29 A "material adverse fact" is defined in Wis. Stat. § 452.01(5g) as an adverse fact that a party indicates is of such significance, or  
30 that is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would  
31 affect the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's  
32 decision about the terms of such a contract or agreement.

33 An "adverse fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence that a competent licensee generally  
34 recognizes will significantly and adversely affect the value of the property, significantly reduce the structural integrity of  
35 improvements to real estate, or present a significant health risk to occupants of the property; or information that indicates that a party  
36 to a transaction is not able to or does not intend to meet his or her obligations under a contract or agreement made concerning the  
37 transaction.

### **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

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

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

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

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

- 54 \_\_\_\_\_ I consent to *multiple representation relationships with* designated agency.
- 55 \_\_\_\_\_ I consent to multiple representation relationships, but I do not consent to designated agency.
- 56 \_\_\_\_\_ I reject multiple representation relationships.

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

63 **SUBAGENCY**

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

67 Please review this information carefully. A broker or salesperson can answer your questions about brokerage services, but if you  
68 need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector.

69 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain-language  
70 summary of a broker's duties to you under section 452.133 of the Wisconsin statutes.

71 **CONFIDENTIALITY NOTICE TO CLIENTS**

72 BROKER WILL KEEP CONFIDENTIAL ANY INFORMATION GIVEN TO BROKER IN CONFIDENCE, OR ANY INFORMATION  
73 OBTAINED BY BROKER THAT HE OR SHE KNOWS A REASONABLE PERSON WOULD WANT TO BE KEPT CONFIDENTIAL,  
74 UNLESS THE INFORMATION MUST BE DISCLOSED BY LAW OR YOU AUTHORIZE THE BROKER TO DISCLOSE PARTICULAR  
75 INFORMATION. A BROKER SHALL CONTINUE TO KEEP THE INFORMATION CONFIDENTIAL AFTER THE BROKER IS NO  
76 LONGER PROVIDING BROKERAGE SERVICES TO YOU.

77 THE FOLLOWING INFORMATION IS REQUIRED TO BE DISCLOSED BY LAW:

- 78 1. MATERIAL ADVERSE FACTS, AS DEFINED IN SECTION 452.01 (5g) OF THE WISCONSIN STATUTES (**SEE LINES 28-37**).
- 79 2. ANY FACTS KNOWN BY THE BROKER THAT CONTRADICT ANY INFORMATION INCLUDED IN A WRITTEN INSPECTION  
80 REPORT ON THE PROPERTY OR REAL ESTATE THAT IS THE SUBJECT OF THE TRANSACTION.

81 TO ENSURE THAT THE BROKER IS AWARE OF WHAT SPECIFIC INFORMATION YOU CONSIDER CONFIDENTIAL, YOU MAY  
82 LIST THAT INFORMATION BELOW (**SEE LINES 84-86**). AT A LATER TIME, YOU MAY ALSO PROVIDE THE BROKER WITH  
83 OTHER INFORMATION YOU CONSIDER TO BE CONFIDENTIAL.

84 **CONFIDENTIAL INFORMATION:** Urgency, Financing.  
85 \_\_\_\_\_  
86 \_\_\_\_\_

87 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by Broker): Facts material to transaction.  
88 \_\_\_\_\_  
89 \_\_\_\_\_

90 **CONSENT TO TELEPHONE SOLICITATION**

91 I/We agree that the Broker and any affiliated settlement service providers (for example, a mortgage company or title company) may  
92 call our/my home or cell phone numbers regarding issues, goods and services related to the real estate transaction until I/we  
93 withdraw this consent in writing.

94 **List Home/Cell Numbers:** \_\_\_\_\_

95 **READING/UNDERSTANDING: If Client's agency agreement is for brokerage services related to real estate primarily intended**  
96 **for use as a residential property containing one to 4 dwelling units, Wisconsin law requires broker to request the client's**  
97 **signed acknowledgment that the client has received a copy of the written disclosure statement.**

98 (X) \_\_\_\_\_ (X) \_\_\_\_\_  
99 Client Signature ▲ Date ▲ Client Signature ▲ Date ▲

100 No representation is made as to the legality, appropriateness or adequacy of any provision in a specific transaction. The italicized  
101 words on line 54 have been added to the statutory language for clarification.