WB-36 BUYER AGENCY AGREEMENT

■ **EXCLUSIVE AUTHORITY TO ACT AS BUYER'S AGENT:** Buyer gives the Firm and its agents the exclusive right to act as Buyer's Agent to Locate an Interest in Property and to Negotiate the Acquisition of an Interest in Property for Buyer, except as excluded under lines 10-29. Buyer agrees that during the term of this Agreement, Buyer will not enter into any other agreements to retain any other buyer's agent(s), except for the excluded properties described in lines 10-29.

■ **PURCHASE PRICE RANGE:** ____________________

The purchase price range provides initial search parameters, but the Firm's authority under this Agreement extends to all property within the state of Wisconsin except for those properties excluded as Excluded Properties on lines 10-14 and applies to any properties under Excluded Properties Subject to a Prior Agreement on lines 15-24 and under Limited Exclusion Properties on lines 25-29, after the applicable time for the exclusion has ended.

■ **EXCLUDED PROPERTIES:** Identify any specific properties or limitations on the scope of this Agreement, including geographic limitations or limitations on types of properties included under this Agreement, by excluding the following from this Agreement: ____________________
____
____________________.

■ **EXCLUDED PROPERTIES SUBJECT TO A PRIOR AGREEMENT:** The following properties are subject to an extension of agreement term under a prior buyer agency agreement and the exclusion period shall run until the expiration of the prior firm's legal rights: ____________________
____
____________________.

CAUTION: If Buyer does not want this Agreement to apply to properties subject to a prior agency agreement, Buyer should identify such properties on lines 17-19. Buyer's failure to exclude from this Agreement a property protected under a prior buyer agency agreement(s) may result in Buyer owing commissions under each buyer agency agreement. Buyer should consult prior firm(s) or Buyer's legal counsel regarding obligations under any prior buyer agency agreement.

■ **LIMITED EXCLUSION PROPERTIES:** The following properties are excluded from this Agreement until ____________________ [Insert Date]: ____________________
____
____________________. Insert additional addresses, descriptions, or date limitations, if any, at lines 275-288 or attach as an addendum per lines 289-290.

COMPENSATION The Firm's compensation for purchase, option, exchange or an effective change in ownership or control shall be: COMPLETE AS APPLICABLE

COMMISSION*:* Buyer and the Firm agree the Firm's commission shall be ____________________
____
____________________.

NOTE: A Firm may not represent that the firm's services are free or available at no cost to their clients, unless they will receive no financial compensation from any source for those services.

■ COMMISSION EARNED: The Firm has earned the Firm's commission if during the term of this Agreement (or any extension of it), Buyer or any Person Acting on Behalf of Buyer acquires an Interest in Property or enters into an enforceable contract to acquire an Interest in Property, at any terms and price acceptable to owner and Buyer, regardless of the purchase price range.

■ COMMISSION DUE AND PAYABLE: Once earned, the Firm's commission is due and payable at the earlier of closing or the date set for closing, even if the transaction does not close, unless otherwise agreed in writing.

■ COMMISSION CALCULATION: A percentage commission shall be calculated based on the following if earned above: (i) for a purchase or option, the total consideration in the transaction, or (ii) for an exchange or an effective change in ownership or control, the fair market value of the Property in the transaction.

■ OTHER COMPENSATION: ____________________
____
____________________. [INSERT AMOUNTS AND TYPES OF OTHER COMPENSATION AND FEES (E.G., RETAINER, ADVANCE, HOURLY, ETC.) AND INDICATE WHEN DUE AND PAYABLE.]

NOTE: The specific amount or rate of compensation must be objectively ascertainable (e.g., specific percentage of purchase price, flat dollar amount, hourly rate, etc.). Compensation may not be open-ended (e.g., buyer's firm compensation shall be whatever the seller is offering to the buyer).

■ PAYMENT BY OWNER: The Firm is hereby authorized to seek payment of commission from the owner (e.g., seller) provided that all parties to the transaction give prior written consent. Buyer shall pay the Firm's compensation, reduced by any amounts the Firm receives from the owner.

CAUTION: If Buyer has contact, or has had previous contact with an owner, a firm or its agents in locating and/or negotiating the acquisition of an Interest in Property and Buyer's contact with those parties results in the

Firm not collecting full compensation under this Agreement from the owner or another source, Buyer shall be responsible to pay any uncollected amount.

NOTE: There is no standard market commission rate. Commissions are not set by law and are fully negotiable. Commissions and types of service may vary based on the firm you hire. The Firm cannot receive compensation for brokerage services from any source that exceeds the amount or rate agreed to in this Agreement.

EARNEST MONEY If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money, the Firm shall hold and disburse earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch. REEB 18. If the transaction fails to close and the earnest money is disbursed to Buyer, then upon disbursement to Buyer the earnest money shall be paid first to reimburse the Firm for cash advances made by the Firm on behalf of Buyer.

FIRM'S DUTIES In consideration for Buyer's agreements, the Firm and its agents agree to use professional knowledge and skills, and reasonable efforts, within the scope of Wis. Stat. Ch. 452 and in accordance with applicable law, to assist Buyer to Locate an Interest in Property and Negotiate the Acquisition of an Interest in Property, as applicable.

COOPERATION Buyer agrees to cooperate with the Firm and its agents and to provide them accurate copies of all relevant records, documents and other materials in Buyer's possession or control which are required in connection with the purchase, option, or exchange of Property. Buyer agrees to be reasonably available for showings of properties. Buyer authorizes the Firm and its agents to do those acts reasonably necessary to fulfill the Firm's responsibilities under this Agreement including retaining subagents. Buyer shall promptly notify the Firm in writing of the description of any Property Buyer locates and shall inform other firms, agents, sellers, property owners, etc., with whom Buyer comes into contact that the Firm represents Buyer as Buyer's Agent for the purpose of acquiring an Interest in Property and refer all such persons to the Firm. Buyer shall also notify the Firm of the identity of all persons making inquiries concerning Buyer's objectives stated in this Agreement.

DISCLOSURE TO CLIENTS

Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe certain duties to all parties to a transaction:

(a) The duty to provide brokerage services to you fairly and honestly.
(b) The duty to exercise reasonable skill and care in providing brokerage services to you.
(c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless disclosure of the information is prohibited by law.
(d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the information is prohibited by law. (See lines 204-207.)
(e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your confidential information or the confidential information of other parties. (See lines 148-167.)
(f) The duty to safeguard trust funds and other property the firm or its agents holds.
(g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and disadvantages of the proposals.

BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT. A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:

(a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect your transaction, unless you release the firm from this duty.
(b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse Facts.
(c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests that are within the scope of the agency agreement.
(d) The firm and its agents will negotiate for you, unless you release them from this duty.
(e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless required by law, give information or advice to other parties who are not the firm's clients, if giving the information or advice is contrary to your interests.

If you become involved in a transaction in which another party is also the firm's client (a "multiple representation relationship"), different duties may apply.

MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY

■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services through designated agency, which is one type of multiple representation relationship.

■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.

Each client will be able to receive information, opinions, and advice that will assist the client, even if the information, opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal any of your confidential information to another party unless required to do so by law.

■ If a designated agency relationship is not authorized by you or other clients in the transaction, you may still authorize or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions, and advice which may favor the interests of one client over any other client. Under this neutral approach, the same agent may represent more than one client in a transaction.

■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage services to more than one client in the transaction.

CHECK ONLY ONE OF THE THREE BELOW:

☐ The same firm may represent me and the other party as long as the same agent is not representing us both. (multiple representation relationship with designated agency)

☐ The same firm may represent me and the other party, but the firm must remain neutral regardless if one or more different agents are involved. (multiple representation relationship without designated agency)

☐ The same firm cannot represent both me and the other party in the same transaction. (I reject multiple representation relationships)

NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your agency agreement the commission or fees that you may owe to your firm. If you have any questions about the commission or fees that you may owe based upon the type of agency relationship you select with your firm, you should ask your firm before signing the agency agreement.

SUBAGENCY

Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by providing brokerage services for your benefit. A subagent firm and the agents with the subagent firm will not put their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to other parties if doing so is contrary to your interests.

PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector.

This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language summary of the duties owed to you under section 452.133 (2) of the Wisconsin statutes.

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

The following information is required to be disclosed by law:

1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes. (See lines 204-207).
2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on the property or real estate that is the subject of the transaction.

To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that information below (see lines 160-162). At a later time, you may also provide the Firm with other information you consider to be confidential.

CONFIDENTIAL INFORMATION: ____

____

____.

NON-CONFIDENTIAL INFORMATION: The Firm and its agents have permission to disclose Buyer's identity and financial qualification information to an owner, owner's agents and other third parties without prior consent from Buyer, unless otherwise provided on lines 160-162. The Firm and its agents may also disclose the following: ______________________

____

____.

NON-EXCLUSIVE RELATIONSHIP Buyer acknowledges and agrees that the Firm and its agents may act for other buyers in connection with the location of properties and may negotiate on behalf of such buyers with the owner or owner's agent. In the event that the Firm or its agents undertake to represent and act for other buyers, the Firm and its agents shall not disclose to Buyer, or any other buyer, any confidential information of any buyer, unless required by law.

NON DISCRIMINATION **Buyer and the Firm and its agents agree that they will not discriminate based on race, color, sex, sexual orientation as defined in Wisconsin Statutes § 111.32(13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.**

DISPUTE RESOLUTION The Parties understand that if there is a dispute about this Agreement or an alleged breach, and the Parties cannot resolve the dispute by mutual agreement, the Parties may consider alternative dispute resolution instead of judicial resolution in court. Alternative dispute resolution may include mediation and binding arbitration. Should the Parties desire to submit any potential dispute to alternative dispute resolution, it is recommended that the Parties add such in Additional Provisions or in an Addendum.
NOTE: Wis. Stat. § 452.142 places a time limit on the commencement of legal actions arising out of this Agreement.

PROPERTY DIMENSIONS Buyer acknowledges that real property dimensions, total square footage and total acreage information provided to Buyer may be approximate due to rounding and may vary due to different formulas which can be used to calculate these figures. Unless otherwise indicated, property dimension figures have not been verified by survey.
CAUTION: Buyer should verify any property dimension or total square footage/acreage calculation which is material to Buyer.

DEFINITIONS

■ ADVERSE FACT: An "Adverse Fact" means any of the following:
(a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
1) Significantly and adversely affecting the value of the Property;
2) Significantly reducing the structural integrity of improvements to real estate; or
3) Presenting a significant health risk to occupants of the Property.
(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 agreement made concerning the transaction.

■ BUYER: "Buyer" means the party executing this Agreement.

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

■ FIRM: "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

■ INTEREST IN PROPERTY: "Interest in Property" means a purchase, option, exchange or other acquisition interest in Property unless specifically excluded at lines 10-29 or in additional provisions (lines 275-288) or elsewhere in this Agreement.

■ LOCATE AN INTEREST IN PROPERTY: "Locate an Interest in Property" means to identify, evaluate, and determine the availability of an Interest in Property sought by Buyer with the cooperation of Buyer.

■ MATERIAL ADVERSE FACT: A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect the party's decision to enter into 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.

■ NEGOTIATE THE ACQUISITION OF AN INTEREST IN PROPERTY: "Negotiate the Acquisition of an Interest in Property" means to assist a Buyer, within the scope of this Agreement, to ascertain terms and conditions upon which an Interest in Property may be acquired, which may include facilitating or participating in the discussions of the terms of a potential contract, completing appropriate contractual forms, presenting either party's contractual proposal with an explanation of the proposal's advantages and disadvantages, or otherwise assisting Buyer in reaching an agreement to acquire the Interest in Property sought by Buyer.

■ PERSON ACTING ON BEHALF OF BUYER: "Person Acting on Behalf of Buyer" means any person joined in interest with Buyer, or otherwise acting on behalf of Buyer, including but not limited to Buyer's immediate family, agents, employees, directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all corporations, partnerships, limited liability companies, trusts or other entities controlled by, affiliated with or owned by Buyer in whole or in part whether created before or after expiration of this Agreement.

■ PROPERTY: "Property" means real property located within the state of Wisconsin.

■ PROTECTED PROPERTY: "Protected Property" means any Property that during the term of this Agreement is:
1) The subject of a written proposal by Buyer, or Person Acting on Behalf of Buyer, submitted to the Property owner or owner's agent;
2) Viewed by Buyer, or Person Acting on Behalf of Buyer, with the owner or owner's agent, or directly negotiated for by Buyer, or Person Acting on Behalf of Buyer. Direct negotiation means communicating with the owner or owner's agent regarding any potential terms on which Buyer might acquire an Interest in Property; or
3) Located or negotiated for by the Firm or its agents, but only if the Firm or its agents deliver the description of the Property to Buyer, in writing, no later than three days after the earlier of expiration or termination (lines 237-245) of this Agreement. No written notice shall be required if the Buyer viewed the Property with the Firm or its agents.

LIEN NOTICE The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for commissions or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial real estate, if any, that is the subject of this Agreement. "Commercial real estate" includes all real estate except (a) real property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

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

TERMINATION OF AGREEMENT Neither Buyer nor the Firm has the legal right to unilaterally terminate this Agreement absent a material breach of contract by the other party. Buyer understands that the parties to this Agreement are Buyer and the Firm. Agents for the Firm do not have the authority to enter into a mutual agreement to terminate this Agreement, amend the compensation terms or shorten the term of this Agreement, without the written consent of the agent(s)' supervising broker. Buyer and the Firm agree that any termination of this Agreement by either party before the date stated on line 292 shall be effective by Buyer only if stated in writing and delivered to the Firm in accordance with lines 252-274 and effective by the Firm only if stated in writing by the supervising broker and delivered to Buyer in accordance with lines 252-274.
CAUTION: Early termination of this Agreement may be a breach of contract, causing the terminating party to potentially be liable for damages.

EXTENSION OF AGREEMENT TERM The Agreement term is extended for a period of one year as to any Protected Property under this Agreement. Upon receipt of written request from Buyer or a firm that has a new buyer agency agreement with Buyer, the Firm agrees to promptly deliver to Buyer a written list of those Protected Properties known by the Firm and its agents to which the extension period applies. Should this Agreement be terminated by Buyer prior to the expiration of the term stated in this Agreement, this Agreement shall be extended for Protected Properties, on the same terms, for one year after the Agreement is terminated (lines 237-245).

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Agreement, delivery of documents and written notices to a party shall be effective only when accomplished by one of the methods specified at lines 255-274.

(1) Personal Delivery: giving the document or written notice personally to the party, or the party's recipient for delivery if named at line 257 or 258.

Buyer's recipient for delivery (optional): ____________________

Firm's recipient for delivery (optional): ____________________

☐ (2) Fax: fax transmission of the document or written notice to the following telephone number:

Buyer: (_______) ____________________ Firm: (_______) ____________________

☐ (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 257 or 258, for delivery to the party's delivery address at line 267 or 268.

☐ (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the party, or to the party's recipient for delivery if named at line 257 or 258, for delivery to the party's delivery address at line 267 or 268.

Delivery address for Buyer: ____________________

Delivery address for Firm: ____________________

☐ (5) Email: electronically transmitting the document or written notice to the party's email address, if given below at line 273 or 274. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an email address below has first consented electronically as required by federal law.

Email address for Buyer: ____________________

Email address for Firm: ____________________

ADDITIONAL PROVISIONS ____________________

ADDENDA The attached ____________________

____________________ is/are made a part of this Agreement.

TERM OF THE AGREEMENT From the __________ day of ____________________, __________, up to and including midnight of the ________ day of ____________________, __________. Notwithstanding lines 291-292, the Firm and Buyer agree that this Agreement (shall) (shall not) STRIKE ONE ("shall" if neither is stricken) end when Buyer acquires an Interest in Property.

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

■ **BY SIGNING BELOW, BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND HAS READ ALL 6 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS INCORPORATED INTO THIS AGREEMENT.**

(x)____ ____________
Buyer's Signature ▲ Date ▲
Print Name Here ►

(x)____ ____________
Buyer's Signature ▲ Date ▲
Print Name Here ►

(x)____ ____________
Buyer's Signature ▲ Date ▲
Print Name Here ►

(x)____ ____________
Buyer's Signature ▲ Date ▲
Print Name Here ►

Buyer Entity Name (if any): ____

(x)____ ____________
Authorized Signature ▲ Date ▲
Print Name & Title Here ►

____
Firm Name ▲

(x)____ ____________
Agent's Signature ▲ Date ▲
Print Name Here ►