

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

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

2 ■ **PROPERTY DESCRIPTION:** Street address is: \_\_\_\_\_  
3 \_\_\_\_\_

4 in the \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_,  
5 Wisconsin. Insert additional description, if any, at lines 303-308 or attach as an addendum per lines 309-310.

6 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, all Fixtures not excluded on lines 12-14,  
7 and the following items: \_\_\_\_\_  
8 \_\_\_\_\_  
9 \_\_\_\_\_

10 \_\_\_\_\_  
11 \_\_\_\_\_

12 ■ **NOT INCLUDED IN LIST PRICE:** \_\_\_\_\_  
13 \_\_\_\_\_  
14 \_\_\_\_\_

15 **CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the**  
16 **lessor. (See lines 181-194).**

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

18 **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property.  
19 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 7-11 during the term

20 of this Listing. The marketing may include: \_\_\_\_\_  
21 \_\_\_\_\_

22 The Firm and its agents may advertise the following special financing and incentives offered by Seller: \_\_\_\_\_  
23 \_\_\_\_\_

24 Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See lines 246-252 regarding the  
25 Firm's role as marketing agent and Seller's duty to notify the Firm of any potential buyer known to Seller. Seller agrees  
26 that the Firm and its agents may market other properties during the term of this Listing.

27 **COMMISSION** The Firm's commission shall be \_\_\_\_\_  
28 \_\_\_\_\_

29 ■ **EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:

- 30 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
- 31 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
- 32 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
- 33 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
- 34 5) A ready, willing and able buyer submits a bona fide written offer to Seller or Firm for the Property at, or above, the list  
35 price and on substantially the same terms set forth in this Listing and the current WB-11 Residential Offer to Purchase,  
36 even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer submitting the  
37 written offer has the ability to complete the buyer's obligations under the written offer.

38 The Firm's commission shall be earned if, during the term of the Listing, one seller of the Property sells, conveys,  
39 exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by divorce  
40 judgment.

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

43 ■ **CALCULATION:** A percentage commission shall be calculated based on the following, if earned above:

- 44 • Under 1) or 2) the total consideration between the parties in the transaction.
- 45 • Under 3) or 4) the list price if the entire Property is involved.
- 46 • Under 3) if the exchange involves less than the entire Property or under 4) if the effective change in ownership or  
47 control involves less than the entire Property, the fair market value of the portion of the Property exchanged or for  
48 which there was an effective change in ownership or control.
- 49 • Under 5) the total offered purchase price.

50 **NOTE: If a commission is earned for a portion of the Property it does not terminate the Listing as to any remaining**  
51 **Property.**

52 **COMPENSATION TO OTHERS** The Firm offers the following commission to cooperating firms: \_\_\_\_\_  
53 \_\_\_\_\_ . (Exceptions if any): \_\_\_\_\_ .

54 **BUYER FINANCIAL CAPABILITY** The Firm and its agents are not responsible under Wisconsin statutes or regulations to  
55 qualify a buyer's financial capability. If Seller wishes to confirm a buyer's financial capability, Seller may negotiate inclusion of  
56 a contingency for financing, proof of funds, qualification from a lender, sale of buyer's property, or other confirmation in any  
57 offer to purchase or contract.

58 **DISPUTE RESOLUTION** The parties understand that if there is a dispute about this Listing or an alleged breach, and  
 59 the parties cannot resolve the dispute by mutual agreement, the parties may consider judicial resolution in court or may  
 60 consider alternative dispute resolution. Alternative dispute resolution may include mediation and binding  
 61 arbitration. Should the parties desire to submit any potential dispute to alternative dispute resolution, it is recommended  
 62 that the parties add such in Additional Provisions or in an Addendum.

63 **FAIR HOUSING** Seller and the Firm and its agents agree that they will not discriminate against any  
 64 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section  
 65 111.32(13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family  
 66 status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

67 **DISCLOSURE TO CLIENTS**

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

- 70 (a) The duty to provide brokerage services to you fairly and honestly.
- 71 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 72 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request  
 73 it, unless disclosure of the information is prohibited by law.
- 74 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the  
 75 information is prohibited by law. (See lines 195-198.)
- 76 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your  
 77 confidential information or the confidential information of other parties. (See lines 135-150.)
- 78 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 79 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the  
 80 advantages and disadvantages of the proposals.

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

- 83 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect  
 84 your transaction, unless you release the firm from this duty.
  - 85 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse  
 86 Facts.
  - 87 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests  
 88 that are within the scope of the agency agreement.
  - 89 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
  - 90 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless  
 91 required by law, give information or advice to other parties who are not the firm's clients, if giving the information or  
 92 advice is contrary to your interests.
- 93 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation  
 94 relationship"), different duties may apply.

95 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

- 96 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a  
 97 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide  
 98 services through designated agency, which is one type of multiple representation relationship.
- 99 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or  
 100 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide  
 101 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.  
 102 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,  
 103 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal  
 104 any of your confidential information to another party unless required to do so by law.
- 105 ■ If a designated agency relationship is not authorized by you or other clients in the transaction you may still authorize  
 106 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to  
 107 more than one client in a transaction but neither the firm nor any of its agents may assist any client with information,  
 108 opinions, and advice which may favor the interests of one client over any other client. Under this neutral approach, the  
 109 same agent may represent more than one client in a transaction.
- 110 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage  
 111 services to more than one client in the transaction.

**CHECK ONLY ONE OF THE THREE BELOW:**

112

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

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

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

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

125

**SUBAGENCY**

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

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

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

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

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

141 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 195-198).

142 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on  
 143 the property or real estate that is the subject of the transaction.

144 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list  
 145 that information below (see lines 147-148). At a later time, you may also provide the Firm with other information you  
 146 consider to be confidential.

147 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_

148

149 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by the Firm and its agents): \_\_\_\_\_

150

151 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its  
 152 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as  
 153 subagents (other firms engaged by the Firm - see lines 125-129) and firms representing buyers. Cooperation includes  
 154 providing access to the Property for showing purposes and presenting offers and other proposals from these firms to  
 155 Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed  
 156 to attend showings, and the specific terms of offers which should not be submitted to Seller: \_\_\_\_\_

157

158 **CAUTION: Limiting the Firm's cooperation with other firms may reduce the marketability of the Property.**

159 **EXCLUSIONS** All persons who may acquire an interest in the Property who are Protected Buyers under a prior listing  
 160 contract are excluded from this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing.  
 161 Within seven days of the date of this Listing, Seller agrees to deliver to the Firm a written list of all such Protected Buyers.

162 **NOTE: If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.**

163 The following other buyers \_\_\_\_\_  
 164 \_\_\_\_\_ are excluded from this Listing until \_\_\_\_\_ [INSERT DATE].

165 These other buyers are no longer excluded from this Listing after the specified date unless, on or before the specified date,  
 166 Seller has either accepted a written offer from the buyer or sold the Property to the buyer.

167 **DEFINITIONS**

168 ■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:

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

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

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

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

177 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that  
 178 would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or  
 179 replaced would significantly shorten or adversely affect the expected normal life of the premises.

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

181 ■ **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or  
 182 buildings so as to be treated as part of the real estate, including, without limitation, physically attached items not easily  
 183 removable without damage to the premises, items specifically adapted to the premises, and items customarily treated  
 184 as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and  
 185 windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and  
 186 cooling units and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or  
 187 fitted floor coverings; awnings; attached antennas and satellite dishes; audio/visual wall mounting brackets (but not the  
 188 audio/visual equipment); garage door openers and remote controls; installed security systems; central vacuum systems  
 189 and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; in-ground  
 190 pet containment systems (but not the collars); storage buildings on permanent foundations and docks/piers on  
 191 permanent foundations.

192 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water**  
 193 **treatment systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 12-14 and in**  
 194 **the offer to purchase.**

195 ■ **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such  
 196 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable  
 197 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or  
 198 affects or would affect the party's decision about the terms of such a contract or agreement.

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

204 ■ **PROPERTY:** Unless otherwise stated, "Property", means all property included in the list price as described on lines 2-5.

205 ■ **PROTECTED BUYER:** Means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term  
 206 of this Listing:

- 207 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property;  
 208 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential  
 209 terms upon which the buyer might acquire an interest in the Property; or  
 210 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding  
 211 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents  
 212 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines  
 213 263-271) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:  
 214 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the  
 215 individuals in the Listing; or,  
 216 b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the firm  
 217 or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

218 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on behalf of  
 219 a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on lines 220-224.

220 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon  
 221 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to  
 222 Seller a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this  
 223 Listing be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for  
 224 Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 263-271).

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

228 **LEASED PROPERTY** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign Seller's  
 229 rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations) thereunder  
 230 to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by tenants.

231 **CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the**  
 232 **lease(s) unless released by tenants.**

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

236 **REAL ESTATE CONDITION REPORT** Seller agrees to complete the real estate condition report provided by the Firm  
 237 to the best of Seller's knowledge. Seller agrees to amend the report should Seller learn of any Defect(s) after completion  
 238 of the report but before acceptance of a buyer's offer to purchase. Seller authorizes the Firm and its agents to distribute  
 239 the report to all interested parties and agents inquiring about the Property. Seller acknowledges that the Firm and its  
 240 agents have a duty to disclose all Material Adverse Facts as required by law.

241 **SELLER REPRESENTATIONS REGARDING DEFECTS** Seller represents to the Firm that as of the date of this  
 242 Listing, Seller has no notice or knowledge of any Defects affecting the Property other than those noted on the real estate  
 243 condition report.

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

246 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with the Firm in the Firm's  
 247 marketing efforts and to provide the Firm with all records, documents and other material in Seller's possession or  
 248 control which are required in connection with the sale. Seller authorizes the Firm and its agents to do those acts  
 249 reasonably necessary to effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a  
 250 multiple listing service, Internet advertising or a lockbox system on Property. Seller shall promptly refer all persons  
 251 making inquiries concerning the Property to the Firm and notify the Firm in writing of any potential buyers with whom Seller  
 252 negotiates or who view the Property with Seller during the term of this Listing.

253 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage  
 254 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for  
 255 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to  
 256 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft  
 257 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional  
 258 wrongdoing of the Firm or its agents. Seller acknowledges that individual showings and open houses may be  
 259 conducted by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and  
 260 inspections without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be  
 261 present at all inspections and testing and may photograph or videotape Property unless otherwise provided for in  
 262 additional provisions at lines 303-308 or in an addendum per lines 309-310.

263 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a  
 264 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.  
 265 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the  
 266 commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller  
 267 and the Firm agree that any termination of this Listing by either party before the date stated on line 312 shall be  
 268 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 280-302 and effective  
 269 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 280-302.

270 **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to**  
 271 **potentially be liable for damages.**

272 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the  
 273 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,  
 274 the Firm shall hold and disburse earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch. REEB  
 275 18. If the transaction fails to close and the Seller requests and receives the earnest money as the total liquidated damages,  
 276 then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash advances made by the  
 277 Firm on behalf of Seller and one half of the balance, but not in excess of the agreed commission, shall be paid to the Firm as  
 278 full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment to the Firm  
 279 shall not terminate this Listing.

280 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of  
281 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at  
282 lines 283-302.

283 (1) Personal Delivery: giving the document or written notice personally to the party, or the party's recipient for delivery  
284 if named at line 285 or 286.

285 Seller's recipient for delivery (optional): \_\_\_\_\_

286 Firm's recipient for delivery (optional): \_\_\_\_\_

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

288 Seller: (\_\_\_\_\_) \_\_\_\_\_ Firm: (\_\_\_\_\_) \_\_\_\_\_

289  (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a  
290 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 285 or  
291 286, for delivery to the party's delivery address at line 295 or 296.

292  (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the  
293 party, or to the party's recipient for delivery if named at line 285 or 286, for delivery to the party's delivery address at  
294 line 295 or 296.

295 Delivery address for Seller: \_\_\_\_\_

296 Delivery address for Firm: \_\_\_\_\_

297  (5) E-Mail: electronically transmitting the document or written notice to the party's e-mail address, if given below at  
298 line 301 or 302. If this is a consumer transaction where the property being purchased or the sale proceeds are used  
299 primarily for personal, family or household purposes, each consumer providing an e-mail address below has first  
300 consented electronically as required by federal law.

301 E-Mail address for Seller: \_\_\_\_\_

302 E-Mail address for Firm: \_\_\_\_\_

303 **ADDITIONAL PROVISIONS** \_\_\_\_\_

304 \_\_\_\_\_

305 \_\_\_\_\_

306 \_\_\_\_\_

307 \_\_\_\_\_

308 \_\_\_\_\_

309 **ADDENDA** The attached addenda \_\_\_\_\_

310 \_\_\_\_\_ is/are made part of this Listing.

311 **TERM OF THE CONTRACT** From the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, up  
312 to the earlier of midnight of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, or the  
313 conveyance of the entire Property.

314 **BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND**  
315 **THAT HE/SHE HAS READ ALL 6 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS**  
316 **INCORPORATED INTO THE LISTING.**

317 (x) \_\_\_\_\_  
318 Seller's Signature ▲ \_\_\_\_\_ Print Name Here ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

319 (x) \_\_\_\_\_  
320 Seller's Signature ▲ \_\_\_\_\_ Print Name Here ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

321 (x) \_\_\_\_\_  
322 Seller's Signature ▲ \_\_\_\_\_ Print Name Here ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

323 (x) \_\_\_\_\_  
324 Seller's Signature ▲ \_\_\_\_\_ Print Name Here ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

325 Seller Entity Name (if any): \_\_\_\_\_  
326 \_\_\_\_\_ Print Name Here ▲ \_\_\_\_\_

327 (x) \_\_\_\_\_  
328 Authorized Signature ▲ \_\_\_\_\_ Print Name & Title Here ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

329 (x) \_\_\_\_\_  
330 Agent for Firm ▲ \_\_\_\_\_ Print Name Here ▲ \_\_\_\_\_ Firm Name ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_