



PROPERTY MANAGEMENT AGREEMENT

Not for use as a listing for lease. (Designed for use by real estate licensees)

1 **GENERAL PROVISIONS:** Property Management Agreement ("Agreement") made this _____ day of _____,
 2 between _____ ("Owner"), and
 3 _____ ("Manager").

4 Owner gives Manager the exclusive right to rent, lease, operate and manage the property whose address is: _____
 5 _____,
 6 in the City of _____ County of _____, Wisconsin ("Property").

7 **NOTE:** For multiple properties provide the additional description(s) in additional provisions or in an addendum, as necessary.

8 **COLLECTION OF RENTS AND OTHER INCOME:** CHECK LINE 9 OR 10 BELOW, IF NEITHER IS CHECKED LINE 10 IS DEEMED CHECKED

9 Owner shall collect and deposit all rents, security deposits, income, etc. in the Owner's Account ("Property Account").

10 Manager shall deposit into (Manager's trust account) (Owner's Account) **STRIKE ONE** ("Property Account") all rents, security deposits,
 11 income and any other monies payable to Owner under this Agreement ("Property Funds") where such Property Funds are received by Manager.

12 **DISBURSMENT OF PROPERTY FUNDS:**

13 Owner designates Manager as a signatory on the Property Account and authorizes Manager to make all disbursements authorized under
 14 this Agreement. Manager shall disburse Manager's compensation when due **SEE LINES 23-28** and shall reimburse Manager within 30
 15 days for any funds advanced by Manager from Manager's funds on Owner's behalf as provided herein. Manager shall pay all obligations
 16 and expenditures necessarily and properly incurred on behalf of the Owner in the management and operation of the Property, including
 17 but not limited to insurance premiums, real estate taxes, mortgage payments, supplies, repairs, maintenance, advertising costs and
 18 professional fees ("Monthly Expenses"). Manager shall make disbursements to Owner from the Property Account as and when and in
 19 such amounts as may be requested by Owner, provided that there are sufficient funds to meet Monthly Expenses with provision for
 20 adequate reserves and working capital, etc. Owner shall, upon written notice by Manager, promptly deposit into the Property Account
 21 sufficient monies as may be necessary from time to time to pay all monthly expenses and any other expenses which are the
 22 responsibility of Owner.

23 **MANAGER'S COMPENSATION:** Manager's compensation shall be paid no later than the 5th of each month, and shall be calculated as follows:

24 A management fee equal to _____% of the gross amount of all rents paid by tenants of the Property;

25 A leasing/renewal fee equal to _____% of one months rent upon execution of an original lease and upon any renewal of the lease;

26 Termination fee of _____% of the sales price if the Property's sale terminates this Agreement;

27 Collection fee of _____% of bad debts collected by Manager; Insurance Settlement fee of _____% of any gross insurance settlement amount;

28 Other: _____.

29 **MANAGER'S AUTHORITY:** The Owner authorizes Manager to perform the following property management duties and Owner agrees to
 30 assume and pay all fees and expenses related to the Property and as provided for in this Agreement. In consideration for Owner's agreements,
 31 Manager agrees to use professional knowledge and skills and reasonable efforts to fulfill Manager's obligations under this authority.

32 ■ **Advertising:** To advertise the availability for rental of the Property or any part thereof by any reasonable means (including the Internet),
 33 to allow Manager to show the Property at reasonable times and upon reasonable advance notice as may be allowed by law, and to display
 34 "For Rent" and other appropriate signs. The Manager agrees to secure the prior approval of the Owner on all advertising expenditures
 35 in excess of \$ _____ **COMPLETE OR STRIKE AS APPLICABLE** for any month.

36 ■ **Leases:** To prepare leases using lease forms provided by or approved by Owner (all lease forms shall identify Owner or an attorney as
 37 drafter), and to negotiate, sign (as agent of Owner), renew and terminate leases for the Property or any part thereof. Lease terms shall be no
 38 longer than one year without the prior authorization of Owner.

39 ■ **Legal Action:** To sign and serve, as agent of the Owner, such notices as may be appropriate. To the extent allowed by law, to institute
 40 and prosecute any appropriate legal action for and as agent of the Owner, including but not limited to, legal action to terminate tenancies, to
 41 evict, to recover possession of Property, to recover rents and other monies due Owner; and to settle, compromise and release such actions
 42 or suits and reinstate such tenancies as may be deemed necessary by Manager. Manager may retain competent legal counsel, as required,
 43 upon Owner's approval, to institute and prosecute legal actions or suits or to otherwise represent Owner's interests related to the Property.

44 ■ **Maintenance and Repairs:** To have made all necessary repairs, improvements, and alterations required to maintain the Property in a
 45 good state of repair and appearance. To purchase or lease on behalf of the Owner, all equipment, tools, appliances, materials and supplies
 46 necessary for the continuous maintenance and operation of the Property. To hire outside contractors as necessary. Manager agrees to secure
 47 the prior approval of the Owner on all expenditures in excess of \$ _____ for any one item, except when, in the opinion
 48 of the Manager, such maintenance or repairs are necessary to protect the property from damage or to maintain services to the tenants as
 49 called for in their leases ("emergency maintenance or repairs"). Manager will promptly notify Owner of any needed emergency maintenance
 50 or repairs. If Manager does not receive a timely response from Owner, Manager may proceed with the emergency maintenance and repairs.

51 ■ **Utilities and Service Contracts:** To enter into utility and service contracts as agent of Owner, including but not limited to contracts for
 52 electricity, gas, fuel, water, telephone, cleaning, trash removal, snow removal, lawn care, pest control and other contracts for services and
 53 commodities as Manager shall deem advisable and necessary for the efficient operation and maintenance of the Property. Owner approval
 54 required to exceed 3 year terms. The Owner agrees to assume the obligation of any of these contracts at the termination of this Agreement.

55 ■ **Employees:** To employ, discharge, and supervise as agent of the Owner all on-site managers, maintenance staff and other employees
 56 required for the efficient operation and maintenance of the Property. All such on-site managers, maintenance staff and other employees shall
 57 be, for all purposes, employees of (Owner) (Manager) **STRIKE ONE** ("Employer"). Employer shall be solely responsible for injuries and
 58 damages caused by employees' acts of omissions except for injuries and damages caused by the other Party's negligence or intentional
 59 wrongdoing. Owner shall approve all hiring in advance and Owner shall be responsible for all expenses arising from the employment.
 60 Employer shall be responsible for obtaining Worker's Compensation coverage when applicable.

61 **BOOKS OF ACCOUNTS AND RECORDS:**

62 The Manager shall maintain full and complete books and records with correct entries for all income and expense resulting from the
 63 operation and management of the Property. Such books of account and records shall be the property of the Owner and shall, at all times
 64 during regular business hours be open to the inspection of the Owner or the duly authorized representative of the Owner, at the Manager's

65 principal place of business.

66 The Manager shall furnish to Owner a detailed statement of all income and expense for each month, on or before the 10th day of the
67 following month. Within forty-five (45) days after the close of each accounting year of Owner (as determined by Owner), the Manager
68 shall deliver to Owner a detailed statement of all income and expense of such accounting year and shall, if so instructed by Owner, cause
69 to be prepared at Owner's expense and delivered to Owner, a balance sheet as of the end of said accounting year, and a profit and loss
70 statement of the Property for such accounting year, which shall be prepared by an accountant designated by Owner.

71 **OWNER COOPERATION:** Owner agrees to make available to Manager all data, records, documents, rules and regulations, and other
72 materials required in connection with the management of the Property, to provide or approve a lease for Manager's use, to cooperate fully
73 with Manager in Manager's actions under this Agreement and to immediately provide to Manager the names of any prospective tenants.

74 **INSURANCE:** Owner agrees to carry comprehensive insurance covering the Property in the amount Owner deems appropriate for
75 replacement coverage in his sole judgment, with a minimum of Two Million Dollars (\$2,000,000) liability coverage, and to direct the
76 company issuing the insurance to name Manager, and all on-site managers, maintenance staff and other employees as additional insured
77 under the policy's liability coverage.

78 **INDENIFICATION:** Owner agrees to indemnify and hold Manager harmless for losses, damages, costs and expenses, including
79 attorney's fees, arising out of this Agreement unless caused by gross negligence or intentional wrongdoing of Manager.

80 **DEFAULT:** In the event of a material default by either party to this Agreement, this Agreement may be terminated by the non-defaulting
81 party if such default is not cured within ten (10) days after delivery of written notice of such default to the defaulting party. In the event any 82
83 legal proceeding (including appellate proceedings) arises as a result of any default under this Agreement, the prevailing party shall be entitled
83 to reimbursement of any costs and expenses, including reasonable attorneys fees, incurred by the prevailing party in connection therewith.

84 **DELIVERY:** Delivery of documents or written notices related to this Agreement may be accomplished by: 1) giving the document or
85 written notice personally to the party; 2) depositing the document or written notice postage or fees prepaid or charged to an account in 86
86 the U.S. Mail or a commercial delivery system, addressed to the party, at the party's address (See lines 185, 189.); 3) electronically
87 transmitting the document or written notice to the party's fax number (See lines 185, 189.).

88 **MISCELLANEOUS PROVISIONS:**

89 This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

90 This Agreement represents the entire agreement of the Parties. All prior negotiations and discussions have been merged into this
91 Agreement. No modification or waiver of this Agreement or any part hereof shall be valid unless in writing and signed by Manager and
92 Owner. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other subsequent breach or
93 condition, whether of like or different nature. The validity or unenforceability of any provision of this Agreement shall not affect the validity
94 or enforceability of any other provision of this Agreement.

95 This Agreement may be executed in one or more counterparts and each of such counterparts shall, for all purposes, be deemed to be
96 an original, but all of such counterparts shall constitute one and the same instrument. Any signed document transmitted by facsimile
97 machine (fax) shall be treated in all manner and respects as an original document and the signature of any Party upon a document
98 transmitted by fax shall be considered an original signature.

99 This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their personal representatives, successors, and assigns.

100 **AGENCY DISCLOSURE PROVISIONS:** (Applicable when Manager is practicing as a real estate licensee.)

101 **■ AGENCY DISCLOSURE AND CONSENT TO MULTIPLE REPRESENTATION:** Wisconsin Statute § 452.135(2) requires Broker to
102 disclose that Owner is Broker's client. Broker's duties to Owner can be found at lines 123-132. Broker's duties to all parties can be found
103 at lines 106 - 122. The confidentiality rights of all parties can be found at lines 134 - 141. See lines 142-145 for information regarding
104 identification of confidential and non-confidential information at lines 146 - 149. If a multiple representation relationship is consented to
105 and does occur, both parties will be Broker's clients.

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

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

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

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

112 (d) Keep confidential any information given to the broker in confidence, or any information obtained by the broker that he or she
113 knows a reasonable party would want to be kept confidential, unless the information must be disclosed under par. (c) or Wis.

114 Stat. § 452.23 (information contradicting third party inspection or investigation reports), or is otherwise required by law to be
115 disclosed or the party whose interests may be adversely affected by the disclosure specifically authorizes the disclosure of

116 particular confidential information. A broker shall continue to keep the information confidential after the transaction is complete
117 and after the broker is no longer providing brokerage services to the party.

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

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

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

123 **■ DUTIES OWED TO CLIENTS ONLY:**

124 Wisconsin Statute § 452.133(2) states that in addition to his or her duties under lines 106 - 122, a broker providing brokerage services
125 to his or her client shall do all the following:

126 (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
127 violates the broker's duties under lines 106 - 122 or Wis. Stat. § 452.137(2) (duties to all clients in multiple representation situations).

128 (b) Disclose to the client all information known by the broker that is material to the transaction and that is not known by the
129 client or discoverable by the client through reasonably vigilant observation, except for confidential information (see lines 112 - 117)
130 and other information, the disclosure of which is prohibited by law.

131 (c) Fulfill any obligation required by the agency agreement, and any order of the client that is within the scope of the agency
132 agreement, that are not inconsistent with another duty that the broker has under Wis. Stat. Chapter 452 or any other law.

133 **■ MULTIPLE REPRESENTATION (DUAL AGENCY):** See Wisconsin Statute § 452.137, if applicable.

134 ■ **CONFIDENTIALITY NOTICE:**

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

139 1) MATERIAL ADVERSE FACTS AS DEFINED IN § 452.01(5g) OF THE WISCONSIN STATUTES.

140 2) ANY FACTS KNOWN BY THE BROKER THAT CONTRADICT ANY INFORMATION INCLUDED IN A WRITTEN INSPECTION

141 REPORT ON THE PROPERTY OR REAL ESTATE THAT IS THE SUBJECT OF THE TRANSACTION.

142 TO ENSURE THAT THE BROKER IS AWARE OF WHAT SPECIFIC INFORMATION YOU CONSIDER CONFIDENTIAL, YOU MAY LIST THAT
143 INFORMATION AT LINES 146-147. AT A LATER TIME, YOU ALSO MAY PROVIDE THE BROKER WITH OTHER WRITTEN NOTIFICATION
144 OF WHAT INFORMATION YOU CONSIDER TO BE CONFIDENTIAL. YOU MAY IDENTIFY INFORMATION WHICH MIGHT OTHERWISE BE
145 CONSIDERED CONFIDENTIAL (SUCH AS OWNER'S MOTIVATION TO LEASE) AS NON-CONFIDENTIAL AT LINES 148-149.

146 ■ **CONFIDENTIAL INFORMATION:** _____

147 _____

148 ■ **NON-CONFIDENTIAL INFORMATION:** _____

149 _____

150 **LEAD-BASED PAINT PROVISIONS:** (Manager) (Owner) **STRIKE ONE** shall be responsible for identification and elimination of lead-based
151 paint hazards and compliance with all applicable lead-based paint laws. If Property includes "target housing" (pre-1978 residential dwelling
152 units) applicable laws may include federal laws such as the Residential Lead-Based Paint Disclosure Program (Section 1018 of Title X), and
153 the Pre-Renovation Lead Information Rule (40 CFR Part 745) (For additional information see <http://www.epa.gov/opptintr/lead/index.html>)
154 and Wisconsin laws such as Wis. Stat. Chapter 254 and Wis. Adm. Code Chapter DHFS 163 (Call DHFS (608)261-6876), Wisconsin common
155 law (e.g. *ANTWAUNA v. HERITAGE MUT. INS. CO.*), and any comparable local ordinances.

156 **ADDITIONAL PROVISIONS:** The Agency Disclosure Provisions at lines 100-149 have been replaced by the Broker Disclosure to Clients form
157 and are deleted.

158 _____
159 _____
160 _____
161 _____
162 _____
163 _____
164 _____
165 _____
166 _____
167 _____

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.

168 **ADDENDA:** The attached _____ is/are made part of this Agreement.

169 **TERM: CHECK LINE 170 OR 172 BELOW, IF NEITHER IS CHECKED LINE 172 IS DEEMED CHECKED**

170 This Agreement shall begin on _____, _____ and shall continue in effect until terminated by either
171 Owner or Manager by delivery of a 60 day notice of termination.

172 This Agreement shall begin on _____, _____ and shall be for a term of one year. This Agreement

173 shall be automatically renewed for additional one-year periods unless on or before 30 days prior to the original or renewal expiration date
174 Owner or Manager delivers a written termination notice to the other Party.

175 **CAUTION: IF SIGNED, THIS AGREEMENT CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BROKERS MAY PROVIDE
176 A GENERAL EXPLANATION OF THE PROVISIONS OF THIS AGREEMENT OR OTHER CONTRACTS, BUT ARE PROHIBITED BY
177 LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS AGREEMENT OR ANY OTHER
178 CONTRACT. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

179 Dated this _____ day of _____, _____

180 (x) _____
181 Owner's Signature ▲ PrintName Here: ► _____ Date ▲ _____

182 _____
183 (x) _____
184 Owner's Signature ▲ PrintName Here: ► _____ Date ▲ _____

185 _____
186 Owner's Address ▲ _____ Phone # ▲ _____ Fax # ▲ _____

187 (x) _____
188 Agent for Manager ▲ (Print Name) ► _____ Manager / Firm Name ▲ _____

189 _____
190 Manager/Firm Address ▲ _____ Phone # ▲ _____ Fax # ▲ _____

191 Drafted by Attorneys Richard Staff and Debra Peterson Conrad
192 To order contact the Wisconsin REALTORS® Association, (608)241-2047. Copyright © May 2001 by Wisconsin REALTORS® Association, Inc.
193 No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

WISCONSIN REALTORS® ASSOCIATION

4801 Forest Run Road
Madison, Wisconsin 53704

BROKER DISCLOSURE TO CLIENTS

1 *NOTE: THE DISCLOSURES CONCERNING AGENCY RELATIONSHIPS THAT A BROKER MUST GIVE TO A CLIENT WERE RE-*
2 *REVISED 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.

28 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.

38 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:** _____
85 _____
86 _____

87 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by Broker): _____
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.