

WB-3 VACANT LAND 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 in Section _____ in the _____ of _____, County of _____,
4 Wisconsin. Insert additional description, if any, at lines 325-352 or attach as an addendum per lines 353-354.

5 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, Fixtures not excluded on lines 9-10, and
6 the following items: _____
7 _____
8 _____.

9 ■ **NOT INCLUDED IN LIST PRICE:** _____
10 _____.

11 **CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the**
12 **lessor. (See lines 251-256).**

13 ■ **LIST PRICE:** _____ Dollars (\$ _____).

14 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is enrolled
15 in the following governmental conservation, farmland, environmental, land use or use restricting programs, agreements
16 or conservation easements, (county, state or federal): _____
17 _____.

18 ■ **USE VALUE ASSESSMENT:** Seller represents that (all or some of the Property) (none of the Property) **STRIKE ONE**
19 has been assessed as agricultural property under use value law.

20 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:
21 _____.

22 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is subject
23 to the following special zoning, land use, development restrictions or other conditions affecting the Property:
24 _____.

25 ■ **RIGHT OF FIRST REFUSAL:** There (is) (is not) **STRIKE ONE** a right of first refusal on part or all of the Property.

26 ■ **ZONING:** Seller represents that the property is zoned: _____.

27 ■ **UTILITY CONNECTIONS:** Seller represents that the locations of the following utility connections are as follows: (e.g.
28 at the lot line, on the property, across the street, unknown, unavailable, etc.): electricity _____
29 _____; gas _____; municipal sewer _____;
30 municipal water _____; telephone _____;
31 cable _____; other _____.

32 **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property.
33 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 6-8 during the term
34 of this Listing. The marketing may include: _____
35 _____.

36 The Firm and its agents may advertise the following concessions, incentives, or special financing special financing and
37 incentives offered by Seller: _____
38 _____.

39 which are in addition to and separate from Compensation to Others. See lines 54-59.

40 **NOTE: Concessions offered in the multiple listing service cannot be limited to or conditioned on the retention**
41 **of or payment to a cooperating firm, buyer's firm or other buyer's representative.**

42 Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See lines 185-191 regarding the Firm's
43 role as marketing agent and Seller's duty to notify the Firm of any potential buyer known to Seller. Seller agrees that the
44 Firm and its agents may market other properties during the term of this Listing.

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

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

49 **NOTE: If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.** The
50 following other buyers _____
51 _____ are excluded from this Listing until _____

52 [INSERT DATE]. These other buyers are no longer excluded from this Listing after the specified date unless, on or before the
53 specified date, Seller has either accepted a written offer from the buyer or sold the Property to the buyer.

54 **COMPENSATION TO OTHERS** The Firm has disclosed and Seller approves offers of compensation to cooperating firms
55 working with buyers such as subagents and buyer's firms: _____
56 _____.

57 (Exceptions if any): _____.

58 **There is no standard market commission rate. Commissions and types of service may vary by firm.**

59 **Commissions are not set by law and are fully negotiable.**

60 **COMMISSION** Seller and the Firm agree the Firm's commission shall be _____

61 _____

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

63 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;

64 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;

65 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;

66 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

67 5) A ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Property at or above the
68 list price and on substantially the same terms set forth in this Listing and the current WB-13 Vacant Land Offer to
69 Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer submitting
70 the written offer has the ability to complete the buyer's obligations under the written offer.

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

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

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

77 • Under 1) or 2) the total consideration between the parties in the transaction.

78 • Under 3) or 4) the list price if the entire Property is involved.

79 • Under 3) if the exchange involves less than the entire Property or under 4) if the effective change in ownership or
80 control involves less than the entire Property, the fair market value of the portion of the Property exchanged or for
81 which there was an effective change in ownership or control.

82 • Under 5) the total offered purchase price.

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

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

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

94 **DISCLOSURE TO CLIENTS**

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

97 (a) The duty to provide brokerage services to you fairly and honestly.

98 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.

99 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
100 unless disclosure of the information is prohibited by law.

101 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
102 information is prohibited by law. (See lines 257-260.)

103 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
104 confidential information or the confidential information of other parties. (See lines 160-176.)

105 (f) The duty to safeguard trust funds and other property the firm or its agents holds.

106 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
107 advantages and disadvantages of the proposals.

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

110 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect
111 your transaction, unless you release the firm from this duty.

112 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse Facts.

113 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests that
114 are within the scope of the agency agreement.

- 115 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
116 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless required
117 by law, give information or advice to other parties who are not the firm's clients, if giving the information or advice is
118 contrary to your interests.
119 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation
120 relationship"), different duties may apply.

121 MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY

- 122 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a party
123 in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services through
124 designated agency, which is one type of multiple representation relationship.
125 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or clients
126 in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide information,
127 opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations. Each client will
128 be able to receive information, opinions, and advice that will assist the client, even if the information, opinions, or advice
129 gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal any of your confidential
130 information to another party unless required to do so by law.
131 ■ If a designated agency relationship is not authorized by you or other clients in the transaction you may still authorize or
132 reject a different type of multiple representation relationship in which the firm may provide brokerage services to more
133 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,
134 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same agent
135 may represent more than one client in a transaction.
136 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage services
137 to more than one client in the transaction.

138 CHECK ONLY ONE OF THE THREE BELOW:

- 139 The same firm may represent me and the other party as long as the same agent is not representing us both.
140 (multiple representation relationship with designated agency)
141 The same firm may represent me and the other party, but the firm must remain neutral regardless if one or
142 more different agents are involved. (multiple representation relationship without designated agency)
143 The same firm cannot represent both me and the other party in the same transaction. (I reject multiple
144 representation relationships)

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

150 SUBAGENCY

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

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

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

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

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

- 166 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 257-260).
167 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
168 the property or real estate that is the subject of the transaction.
169 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
170 information below (see lines 172-174). At a later time, you may also provide the Firm with other information you consider

171 to be confidential.

172 **CONFIDENTIAL INFORMATION:** _____

173 _____

174 _____

175 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by the Firm and its agents): _____

176 _____

177 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
178 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as subagents
179 (other firms engaged by the Firm - see lines 150-154) and firms representing buyers. Cooperation includes providing
180 access to the Property for showing purposes and presenting offers and other proposals from these firms to Seller. Note
181 any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to attend
182 showings, and the specific terms of offers which should not be submitted to Seller: _____

183 _____

184 _____

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

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

197 **DISPUTE RESOLUTION** The Parties understand that if there is a dispute about this Listing or an alleged breach, and
198 the Parties cannot resolve the dispute by mutual agreement, the Parties may consider alternative dispute resolution
199 instead of judicial resolution in court. Alternative dispute resolution may include mediation and binding arbitration. Should
200 the Parties desire to submit any potential dispute to alternative dispute resolution, it is recommended that the Parties
201 add such in Additional Provisions or in an Addendum.

202 **NOTE: Wis. Stat. § 452.142 places a time limit on the commencement of legal actions arising out of this Listing.**

203 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
204 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller
205 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing
206 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for
207 Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 208-216).

208 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
209 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm. Agents
210 for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the commission amount
211 or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller and the Firm agree
212 that any termination of this Listing by either party before the date stated on line 356 shall be effective by the Seller only if
213 stated in writing and delivered to the Firm in accordance with lines 302-324 and effective by the Firm only if stated in
214 writing by the supervising broker and delivered to Seller in accordance with lines 302-324.

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

217 **VACANT LAND DISCLOSURE REPORT** Seller agrees to complete the vacant land disclosure report provided by the
218 Firm to the best of Seller's knowledge. Seller agrees to amend the report should Seller learn of any Defect(s) after
219 completion of the report but before acceptance of a buyer's offer to purchase. Seller authorizes the Firm and its agents to
220 distribute the report to all interested parties and agents inquiring about the Property and Seller acknowledges that the
221 Firm and its agents have a duty to disclose all Material Adverse Facts as required by law.

222 **SELLER REPRESENTATIONS REGARDING DEFECTS** Seller represents to the Firm that as of the date of this Listing,
223 Seller has no notice or knowledge of any Defects affecting the Property other than those noted on the vacant land disclosure
224 report.

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

227 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
228 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
229 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to hold
230 the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
231 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
232 wrongdoing of the Firm and its agents. Seller acknowledges that individual showings and open houses may be conducted
233 by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and inspections without
234 being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be present at all inspections
235 and testing and may photograph or videotape Property unless otherwise provided for in additional provisions at lines 325-
236 352 or in an addendum per lines 353-354.

237 **DEFINITIONS**

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

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

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

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

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

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

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

251 ■ **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to
252 be treated as part of the real estate, including, without limitation, physically attached items not easily removable without
253 damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including,
254 but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings on permanent
255 foundations and docks/piers on permanent foundations.

256 **CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.**

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

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

266 ■ **PROPERTY:** Unless otherwise stated, "Property" means all property included in the list price as described on lines 2-4.

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

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

281 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on behalf
282 of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on lines 203-
283 207.

284 **NON-DISCRIMINATION** Seller and the Firm and its agents agree that they will not discriminate against any
285 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section
286 111.32(13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family

287 **status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.**

288 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the
289 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,
290 the Firm shall hold and disburse the earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch.
291 REEB 18. If the transaction fails to close and the Seller requests and receives the earnest money as the total liquidated damages,
292 then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash advances made by the
293 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 full
294 commission in connection with said purchase transaction and the balance shall belong to Seller. This payment to the Firm shall
295 not terminate this Listing.

296 **OCCUPANCY** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.
297 Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for personal
298 property belonging to current tenants, sold to the buyer or left with the buyer's consent.

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

302 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of documents
303 and written notices to a party shall be effective only when accomplished by one of the methods specified at lines 305-
304 324.

305 (1) Personal Delivery: giving the document or written notice personally to the party, or the party's recipient for delivery if
306 named at line 307 or 308.

307 Seller's recipient for delivery (optional): _____
308 Firm's recipient for delivery (optional): _____

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

310 Seller: (_____) _____ Firm: (_____) _____

311 (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
312 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 307 or
313 308, for delivery to the party's delivery address at line 317 or 318.

314 (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
315 party, or to the party's recipient for delivery if named at line 307 or 308 for delivery to the party's delivery address at line
316 317 or 318.

317 Delivery address for Seller: _____

318 Delivery address for Firm: _____

319 (5) Email: electronically transmitting the document or written notice to the party's email address, if given below at
320 line 323 or 324. If this is a consumer transaction where the property being purchased or the sale proceeds are used
321 primarily for personal, family or household purposes, each consumer providing an email address below has first consented
322 electronically as required by federal law.

323 Email address for Seller: _____

324 Email address for Firm: _____

325 **ADDITIONAL PROVISIONS** _____
326 _____
327 _____
328 _____
329 _____
330 _____
331 _____
332 _____
333 _____
334 _____
335 _____
336 _____
337 _____
338 _____
339 _____
340 _____
341 _____
342 _____
343 _____
344 _____

345 _____
346 _____
347 _____
348 _____
349 _____
350 _____
351 _____
352 _____

353 **ADDENDA** The attached addenda _____
354 _____ is/are made part of this Listing.

355 **TERM OF THE CONTRACT** From the _____ day of _____, _____, up
356 to the earlier of midnight of the _____ day of _____, _____, or the conveyance
357 of the entire Property.

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

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

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

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

370 **BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND THAT**
371 **HE/SHE HAS READ ALL 7 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS INCORPORATED**
372 **INTO THE LISTING.**

373 (x) _____
374 Seller's Signature ▲ Print Name ► Date ▲

375 (x) _____
376 Seller's Signature ▲ Print Name ► Date ▲

377 (x) _____
378 Seller's Signature ▲ Print Name ► Date ▲

379 (x) _____
380 Seller's Signature ▲ Print Name ► Date ▲

381 _____
382 Seller Entity Name (if any) Print Name ▲

383 (x) _____
384 Authorized Signature ▲ Date ▲
385 Print Name & Title ►

386 _____
387 Firm Name ▲

388 (x) _____
389 Agent's Signature ▲ Print Name ► Date ▲