

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: W186 N8877 Duke St.

3
4 in the Village of Menomonee Falls, County of Waukesha,
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: Microwave, Dishwasher, Range Hood, Disposal

8
9
10
11
12 ■ **NOT INCLUDED IN LIST PRICE:** Sellers personal property

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:** Four Hundred Ninety-Nine Thousand, Nine Hundred Dollars (\$499,900.00).

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: MLS, Realtor.com, NewHomesWi.com, Yard sign,

21
22 The Firm and its agents may advertise the following special financing and incentives offered by Seller: None

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 4.4%

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: 2.4%
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.

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.**

SUBAGENCY

125

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:** None

148 _____
149 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by the Firm and its agents): None

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: None

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 None

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.

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: (262) 703-4435 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: N89 W16416 Main St. Menomonee Falls, WI. 53051 Attn: Mike Bauman

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: mike@newhomeswisconsin.com

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 30th day of November, 2017, up
312 to the earlier of midnight of the 30th day of May, 2018, 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) *Deron Butler* _____
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): Joseph Douglas Homes & Remodeling, LLC
326 Print Name Here ▲

327 (x) _____ 11/30/2017
328 Authorized Signature ▲ Print Name & Title Here ► Deron Butler - Member Date ▲

329 (x) *Mike Bauman* Mike Bauman Realty Executives, Elite 11/30/2017
330 Agent for Firm ▲ Print Name Here ▲ Firm Name ▲ Date ▲