

LISTING CONTRACT TO LEASE COMMERCIAL PROPERTY - EXCLUSIVE RIGHT TO LEASE

- 1 Owner gives the Firm the exclusive right to rent _____
2 _____, in the _____ of _____
3 County of _____, Wisconsin ("Premises"), Insert additional description of real estate, if necessary, at lines 279-
4 313, or attach an addendum per lines 314-315.
5 ■ **PERSONAL PROPERTY INCLUDED IN LIST PRICE:** _____
6 _____
7 ■ **LISTED RENT:** [CHECK ONE OR MORE ACCEPTABLE RENT OPTIONS]
8 ☐ \$ _____, monthly (Net) (Gross) **STRIKE ONE** ("Net" if neither is stricken) rent.
9 ☐ \$ _____, annual (Net) (Gross) **STRIKE ONE** ("Net" if neither is stricken) rent, per square foot of (usable) (rentable) **STRIKE ONE**
10 ("rentable" if neither is stricken) interior area, payable monthly.
11 ■ **MINIMUM LEASE TERM:** _____ months. Specify lease commencement date(s), if applicable, at lines 12-14.
12 ☐ **ADDITIONAL LEASE PROVISIONS** _____
13 _____
14 _____
15 ☐ **ATTACHED LEASE TERMS** See terms of attached lease, which is incorporated by reference as if fully set forth.
16 **ADDITIONAL TERMS AND CONDITIONS** _____
17 _____
18 _____
19 **NOTE:** Address issues such as property usage and exclude rented fixtures and tenant's trade fixtures currently on site, as applicable. If additional space
20 is required see lines 279-313 or attach an addendum per lines 314-315.
21 **COMMISSION** Owner and the Firm agree the Firm's commission shall be _____
22 _____ (indicate how commission will be calculated).
23 Owner shall pay the Firm's commission, which shall be earned if, during the term of this Listing:
24 1) A lease of all or part of the Premises is entered into by Owner with a tenant;
25 2) A tenant is secured for all or any part of the Premises by the Firm, the Owner or any other person for the rent and substantially upon the terms and conditions
26 set forth in this listing, or
27 3) A tenant under 1) or 2) above enters into a renewal, extension or amendment of a lease of all or part of the Premises with Owner or enters into a new lease or
28 leases additional square footage of the Premises.
29 All commissions are payable as follows: _____
30 _____
31 _____
32 **COMPENSATION TO OTHERS** The Firm has disclosed and Owner approves offers of compensation to cooperating firms working with tenants such as subagents
33 and tenant's firms: _____
34 (Exceptions if any): _____
35 There is no standard market commission rate. Commissions and types of service may vary by firm. Commissions are not set by law and are fully
36 negotiable.
37 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of documents and written notices to a Party shall be
38 effective only when accomplished by one of the methods specified at lines 39-54.
39 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at lines 40 or 41.
40 Owner's recipient for delivery (if any): _____
41 Firm's recipient for delivery (if any): _____
42 ☐ (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
43 Owner: (_____) _____ Firm: (_____) _____
44 ☐ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed
45 either to the Party, or to the Party's recipient for delivery if named at lines 40 or 41, for delivery to the Party's delivery address at lines 48 or 49.
46 ☐ (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery
47 if named at lines 40 or 41, for delivery to the Party's delivery address at lines 48 or 49.
48 Delivery address for Owner: _____
49 Delivery address for Firm: _____
50 ☐ (5) **Email:** electronically transmitting the document or written notice to the Party's email address, if given below at line 53 or 54. If this is a consumer transaction
51 where the property being rented or the rental proceeds are used primarily for personal, family or household purposes, each consumer providing an email address
52 below has first consented electronically to the use of electronic documents, email delivery and electronic signatures in the transaction, as required by federal law.
53 Email address for Owner: _____
54 Email address for Firm: _____
55 **TERMINATION FEE** If this Listing is terminated because of a sale, exchange, option or other transfer of legal or equitable title to the Premises, Owner agrees to
56 pay the Firm a termination fee in the amount of: \$ _____ or _____ % of the sale price (or the fair
57 market value of the Premises in the case of an exchange), whichever is greater. The termination fee shall be due at the time of closing and shall be reduced by any
58 commissions payable to the Firm in connection with the transaction. A sale of part of the Premises does not terminate this Listing as to the remainder of the Premises.
59 This Listing shall not terminate because of the lease of all or part of the Premises.
60 **LIEN NOTICE:** The Firm has the authority under Wis. Stat. § 779.32 to file a lien for commissions or compensation earned but not paid when due against
61 the commercial real estate, or the interest in the commercial real estate, if any, that is the subject of this Listing. "Commercial real estate" includes all
62 real estate except (a) real property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not contain
63 any buildings or structures, and (c) real property that is zoned for agricultural purposes.

64 **OWNER'S COOPERATION** Owner agrees to cooperate fully with the Firm and its agents in all respects regarding the leasing (or other transfer of the Premises)
 65 and the performance of the Firm's duties under this Listing, to allow the Firm to show the Premises at reasonable times and upon reasonable notice, to allow the
 66 Firm to advertise including placing a "For Lease" sign upon the Premises and advertise incentives, repairs, build-outs, credits, etc. offered by Owner in additional
 67 provisions at lines 279-313 in an addendum attached per lines 314-315.

68 **OWNER'S DISCLOSURE REPORT** Wis. Admin. Code Ch. REEB 24 requires listing firms to make inquiries of the Owner on the structure, mechanical systems and
 69 other relevant aspects of the property and to request that the Owner provide a written response to the firm's inquiry. Owner agrees to provide the Firm with written
 70 disclosure of all defects known to Seller with regards to the Premises and to complete any and all other disclosure report(s) provided by the Firm, as may be applicable
 71 or required by law. Owner agrees to promptly amend the report(s) to include any defects (as defined in the report(s)) which Owner learns of after completion of the
 72 report(s), but before acceptance of a tenant's lease. Owner authorizes the Firm to distribute the report(s) to all interested parties and their agents inquiring about the
 73 Premises and acknowledges the Firm and its agents has a duty to disclose all Material Adverse Facts, as required by law.

74 **OWNER REPRESENTATIONS REGARDING DEFECTS** Owner represents to Firm that as of the date of this Listing, if an owner's disclosure report or other form
 75 of written response to the Firm's inquiry regarding the condition of the Premises has been completed by the Owner, the Owner has no notice or knowledge of any
 76 defects affecting the Premises other than those noted on Owner's disclosure report(s) or written response(s).

77 **WARNING: IF OWNER REPRESENTATIONS AT LINES 162-180 AND ELSEWHERE ARE NOT CORRECT, OWNER MAY BE LIABLE FOR DAMAGES AND**
 78 **COSTS.**

79 **OWNER'S OBLIGATIONS** During the term of this Listing, Owner agrees to provide to the Firm:

- 80 (1) Copies of all code violation orders and notices, information and reports regarding environmental concerns on the Premises, and all other records and documents
- 81 relating to conditions affecting the Premises;
- 82 (2) Any Owner-approved leases, addenda, rules and regulations and related forms and materials required in connection with the renting of the Premises; and
- 83 (3) All data, records, documents, rules and regulations, and other materials required in connection with the renting of the Premises.

84 **DISCLOSURE TO CLIENTS**

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

- 86 (a) The duty to provide brokerage services to you fairly and honestly.
- 87 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 88 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless disclosure of the information is
- 89 prohibited by law.
- 90 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the information is prohibited by law. (See lines 218-
- 91 220.)
- 92 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your confidential information or the confidential
- 93 information of other parties. (See lines 139-154.)
- 94 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 95 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and disadvantages of the
- 96 proposals.

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

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

108 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

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

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

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

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

SUBAGENCY

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

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

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

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

The following information is required to be disclosed by law:

1) Material Adverse Facts, as defined in section 452.01(5g) of the Wisconsin statutes (see lines 218-220).

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

To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that information below (see lines 149-151.) At a later time, you may also provide the Firm with other information you consider to be confidential.

CONFIDENTIAL INFORMATION: _____

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

COOPERATION, ACCESS TO RENTAL UNIT(S) OR PROPOSAL PRESENTATION The parties agree that the Firm and its agents will work and cooperate with other firms and agents in marketing the Rental Unit(s), including firms acting as subagents (other firms engaged by the Firm - see lines 131-134) and firms representing tenants. Cooperation includes providing access to the Rental Unit(s) for showing purposes and presenting Rental Agreement proposals from these firms to Owner. Note any firms with whom the Firm shall not cooperate, any firms or agents or tenants who shall not be allowed to attend showings, and the specific terms of proposed Rental Agreements which should not be submitted to Owner: _____

CAUTION: Limiting the Firm's cooperation with other firms may reduce the marketability of the Rental Unit(s).

OWNER'S WARRANTIES, COVENANTS AND REPRESENTATIONS Owner represents any materials and information given to the Firm by Owner are true and complete and the lease and other forms provided to the Firm by Owner comply with all applicable laws. Owner agrees to hold the Firm and its agents harmless from loss by reason of the Firm's use of these materials, forms and information pursuant to the terms of this Listing, including the payment of reasonable attorney's fees in the event of any suit against the Firm arising out of the use of these materials, forms and information.

Owner warrants and represents to the Firm that:

(1) Owner has no notice or knowledge of any conditions affecting the Premises unless indicated at lines 279-313 or in an addendum attached per lines 314-315, or disclosed in the documentation Owner has provided to the Firm and its agents.

(2) Owner has no notice or knowledge of other conditions or occurrences that would significantly reduce the value of the rental interest to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

(3) Owner has made no rent concessions or other agreements affecting the Premises other than those disclosed in writing to the Firm prior to execution of this Listing.

(4) Owner has authority to lease the Premises. If the Owner is an entity, Owner agrees, within ten days of (Firm's request) (execution of this Listing) **STRIKE ONE** ("execution of this Listing" if neither stricken), to provide Firm with a copy of documents evidencing that the lease of the Premises has been properly authorized. If Owner is a tenant subleasing the Premises, Owner represents that Owner has authority to enter into this Listing and to sublease the Premises. Owner agrees, within ten days of the Firm's request, to provide the Firm with a copy of documents evidencing that the sublease of the Property has been properly authorized.

(5) Owner agrees to make the following repairs and build-outs to the Premises: _____

_____ **STRIKE AND COMPLETE AS APPLICABLE**

Exceptions to representations stated in lines 167-180: _____

Owner agrees to promptly inform the Firm, in writing, of any information that would modify the above representations during the term of this Listing.

WARNING: If Owner representations are incorrect or incomplete, Owner may be liable for damages and costs.

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

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

NON-DISCRIMINATION Owner and the Firm and its agents agree they will not discriminate against any prospective buyer or tenant on account of race, color, sex, sexual orientation as defined in Wis. Stat. § 111.32(13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, familial status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

NOTICE ABOUT SEX OFFENDER REGISTRY 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.doc.wi.gov> or by telephone at (608) 240-5830.

195 **MISCELLANEOUS PROVISIONS** The warranties, representations and covenants made in this Listing survive the execution of this Listing and the lease. This
 196 Listing, including any amendments to it, contains the entire agreement of the Parties to this Listing. All prior negotiations and discussions have been merged into this
 197 Listing. This agreement binds and inures to the benefit of the Parties to this Listing and their successors in interest.

198 **SHOWING RESPONSIBILITIES** Owner is aware that there is a potential risk of injury, damage and/or theft involving persons attending a showing of the Premises.
 199 Owner accepts responsibility for preparing the Premises to minimize the likelihood of injury, damage and/or loss of personal property. Owner agrees to hold the Firm
 200 and its agents harmless for any losses or liability resulting from personal injury, property damage or theft occurring during showings other than those caused by the
 201 Firm's negligence or intentional wrongdoing of the Firm and its agents. Owner acknowledges showings may be conducted by licensees other than the Firm, that
 202 appraisers and inspectors may conduct appraisals and inspections without being accompanied by the agents of the Firm or other licensees, and potential tenants or
 203 licensees may be present at all inspections and testing and may photograph or videotape the Premises unless otherwise provided for in additional provisions at lines
 204 279-313 or in an addendum attached per lines 314-315.

205 **DEFINITIONS**

206 ■ **ADVERSE FACT:** An "adverse fact" means any of the following:

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

- 208 1) Significantly and adversely affecting the value of the Premises;
- 209 2) Significantly reducing the structural integrity of improvements to real estate; or
- 210 3) Presenting a significant health risk to occupants of the Premises.

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

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

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

216 ■ **GROSS RENT:** "Gross Rent" lease means the tenant will pay the designated rent plus any amounts agreed upon to compensate Owner for tenant improvement
 217 costs. Owner shall pay all taxes, utilities, insurance and other operating expenses.

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

221 ■ **NET RENT:** "Net Rent" lease means the tenant will pay the designated rent plus all taxes, utilities, insurance, any amounts agreed upon to compensate Owner for
 222 tenant improvement costs and all other operating expenses.

223 ■ **OWNER:** "Owner," means the party who, by executing this Listing, authorizes Firm to secure tenants and to negotiate leases. "Owner" includes a person(s) who
 224 has a tenancy interest who is/are seeking to sublease the Premises.

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

229 ■ **PROTECTED TENANT:** "Protected Tenant" shall mean a tenant who personally, or through any Person Acting on Behalf of Tenant, during the term of the Listing:

- 230 1) Delivers to Owner or the Firm or its agents a written rental proposal regarding the Premises;
- 231 2) Views the Premises with Owner or negotiates directly with Owner by discussing with Owner the potential terms upon which the tenant might acquire a rental
 232 interest in the Premises; or
- 233 3) Attends an individual showing of the Premises or discusses with agents of the Firm or cooperating firms regarding any potential terms upon which the tenant
 234 might acquire a rental interest in the Premises, but only if the firm or its agents deliver the tenant's name to Owner, in writing, no later than three days after the
 235 earlier of expiration (line 317) or termination (lines 250-255) of the Listing. The requirement in 3), to deliver the tenant's name to Owner in writing, may be
 236 fulfilled as follows:
- 237 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the individuals in the Listing; or,
- 238 b) If a tenant has requested that the tenant's identity remain confidential, by delivery of a written notice identifying the firm or agents with whom the tenant
 239 negotiated and the date(s) of any individual showings or other negotiations.

240 ■ **RENTABLE SQUARE FOOTAGE:** "Rentable Square Footage" means the tenant's pro rata portion of the entire floor, excluding elements of the building that
 241 penetrate through the floor to areas below. The rentable area of a floor is computed by measuring to the inside finished surface of the dominant portion of the
 242 permanent building walls, excluding any major vertical penetrations of the floor. No deductions are made for columns and projections necessary to the building.

243 ■ **USABLE SQUARE FOOTAGE:** "Usable Square Footage" means the actual occupiable floor area; computed by measuring the finished surface of the rented space
 244 side of corridor and other permanent walls to the center of partitions that separate the rented space from adjoining usable areas, and to the inside finished surface
 245 of the dominate portion of the permanent outer building walls. No deductions are made for columns and projections necessary to the building.

246 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Tenant. Upon receipt of a written request from Owner or a firm
 247 that has listed the Premises; the Firm agrees to promptly deliver to Owner a written list of those tenants known by the Firm and its agents to whom the extension
 248 period applies. Should this Listing be terminated by Owner prior to the expiration of the term stated in this Listing, this Listing shall be extended for Protected Tenants,
 249 on the same terms, for one year after the Listing is terminated (lines 250-255).

250 **TERMINATION OF LISTING** Neither Owner nor the Firm has the legal right to unilaterally terminate this Listing absent a material breach of contract by the other
 251 party. Owner understands the parties to the Listing are Owner and the Firm. Agents for the Firm do not have the authority to enter into a mutual agreement to
 252 terminate the Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Owner and
 253 the Firm agree any termination of this Listing by either party before the date stated on line 317 shall be effective by the Owner only if stated in writing and delivered
 254 to the Firm in accordance with lines 37-54 and effective by the Firm only if stated in writing by the supervising broker and delivered to Owner in accordance with lines
 255 37-54.

256 **CAUTION:** Early termination of this Listing may be a breach of contract, causing the terminating Party to potentially be liable for damages. The Parties
 257 agree that this Listing shall terminate upon an effective change in ownership or control of the Premises so affected, but in no event shall this Listing
 258 terminate as to the remainder of the Premises.

259 **EXCLUSIONS** All persons who may acquire an interest in the Premises who are Protected Tenants under a prior listing contract are excluded from this Listing to
 260 the extent of the prior firm's legal rights, unless otherwise agreed to in writing. Within seven days of this Listing, Owner agrees to deliver to Firm a written list of all
 261 such Protected Tenants.

262 **NOTE: If Owner fails to provide this list to the Firm, Owner may be liable to the Firm for damages and costs.**

263 The following other tenants _____
 264 _____ are excluded from this Listing until _____ [INSERT DATE].

265 These other tenants are no longer excluded from this Listing after the specified date unless, on or before the specified date, Owner has either entered into a lease
 266 with the tenants or rented the Premises to the tenants.

267 **OWNER'S AUTHORIZATION** Owner authorizes the Firm and its agents to use reasonable efforts to market and rent the Premises, **STRIKE DUTIES THAT DO**
 268 **NOT APPLY** and: _____

269 _____
 270 The Firm and its agents may advertise the following concessions, incentives, repairs, build-outs, credits, etc. offered by Owner: _____:

271 _____
 272 _____, which are in addition to and separate from Compensation to Others. See lines 32-36.

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

275 The Premises are also subject to: ☐ A Property Management Agreement ☐ A Listing Contract for Sale of Property **CHECK AS APPLICABLE** between
 276 Owner and Firm.

277 **NOTE: Unless otherwise agreed, this Listing does not obligate the Firm to perform any property management duties (e.g., building maintenance) or listing**
 278 **for sale duties.**

279 **ADDITIONAL PROVISIONS** _____

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314 **ADDENDA** The attached _____
 315 _____ is/are made part of this Listing.

316 ■ **TERM OF THE CONTRACT:** From the _____ day of _____, _____, up to and
 317 including midnight of the _____ day of _____, _____.

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

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

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

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

328 READING/RECEIPT: BY SIGNING BELOW, OWNER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND THAT HE/SHE HAS READ
329 ALL 6 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS INCORPORATED INTO THE LISTING.

330 All persons signing below on behalf of a Seller Entity represent they have legal authority to sign and bind the Entity.

331 _____
332 Owner Entity Name (if any) Print Name ▲

333 (x) _____
334 Authorized Signature ▲ Date ▲
335 Print Name & Title Here ►

336 _____
337 Owner Entity Name (if any) Print Name ▲

338 (x) _____
339 Authorized Signature ▲ Date ▲
340 Print Name & Title Here ►

341 (x) _____
342 Individual Owner's Signature ▲ Print Name ► Date ▲

343 (x) _____
344 Individual Owner's Signature ▲ Print Name ► Date ▲

345 (x) _____
346 Individual Owner's Signature ▲ Print Name ► Date ▲

347 (x) _____
348 Individual Owner's Signature ▲ Print Name ► Date ▲

349 (x) _____
350 Firm Name ▲

351 (x) _____
352 Agent Signature ▲ Print Name ► Date ▲

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