

1 **DISCLOSURE WITH AUTOMATIC CONSENT FOR DUAL AGENCY**

2 **NOTICE TO CLIENTS AND CUSTOMERS**

3 Wisconsin and Federal law requires that your broker (as the broker involved in this transaction) provide you with various disclosures.
4 In order to provide uniform understandings, this form is given not only to our clients (people who have signed a written listing or buyer
5 brokerage agreement and who are paying us a commission for our brokerage services) but ALSO TO EVERYONE WHO IS, IN ANY
6 WAY, INVOLVED in the real estate transaction.

7 **GENERAL INFORMATION**

8 The broker is the client's agent, which is a relationship involving various duties and obligations. In order to allow you to understand this
9 relationship and to confirm your understanding and consent as to how your brokers are to act when there are conflicts in this
10 relationship, you should read both sides of this agreement.

11 **CONFIDENTIAL INFORMATION**

12 *A BROKER IS REQUIRED TO MAINTAIN THE CONFIDENTIALITY OF ALL INFORMATION GIVEN TO THE BROKER IN
13 CONFIDENCE AND OF ALL INFORMATION OBTAINED BY THE BROKER THAT HE OR SHE KNOWS A REASONABLE PARTY
14 WOULD WANT TO BE KEPT CONFIDENTIAL, UNLESS THE INFORMATION IS REQUIRED TO BE DISCLOSED BY LAW (SEE
15 REVERSE SIDE). THE FOLLOWING INFORMATION IS REQUIRED TO BE DISCLOSED BY LAW:*

- 16 1) MATERIAL ADVERSE FACTS AS DEFINED IN SECTION 452.01(5g) OF THE WISCONSIN STATUTES.
- 17 2) ANY FACTS KNOWN BY THE BROKER THAT CONTRADICT ANY INFORMATION INCLUDED IN A WRITTEN INSPECTION
18 REPORT ON THE PROPERTY OR REAL ESTATE THAT IS THE SUBJECT OF THE TRANSACTION

19 *TO ENSURE THAT THE BROKER IS AWARE OF WHAT SPECIFIC INFORMATION YOU CONSIDER CONFIDENTIAL, YOU
20 MAY LIST THAT INFORMATION IN THE SPACE BELOW THAT IS MARKED "CONFIDENTIAL INFORMATION". AT A LATER TIME,
21 YOU MAY ALSO PROVIDE THE BROKER WITH OTHER WRITTEN NOTIFICATION OF WHAT INFORMATION YOU CONSIDER
22 TO BE CONFIDENTIAL.*

23 *CONFIDENTIAL INFORMATION:* _____
24 _____
25 _____

26 *NON-CONFIDENTIAL INFORMATION:* The following information is agreed not to be confidential: FINANCIAL QUALIFICATION OF
27 THE BUYER and _____
28 _____
29 _____

30 **OTHER RELATIONSHIPS**

31 Your Broker may be involved in various programs and other corporations which provide services which are auxiliary to and or related
32 to the real estate transaction. Depending on the program, the individual agent may or may not receive a financial incentive for being
33 involved. (For example, the home warranty program may pay a referral fee). At the time when an offer to purchase may be made and when
34 you may be contemplating using the services of any of these companies or programs, an additional disclosure (which will include estimate
35 charges or range of charges) will be given to you. Of course, you are not, in any way, required to use the services of these other companies.

36 **MULTIPLE REPRESENTATION RELATIONSHIP**

37 (THE FOLLOWING SECTION APPLIES TO CLIENTS ONLY)

38 It is sometimes possible that a buyer represented by an agent of your broker will become interested in a property wherein the seller is
39 represented by a different (or the same) agent of your broker. When this situation happens, we call this a multiple representation
40 relationship.

41 In a multiple representation relationship, the Broker will continue to provide the services agreed upon in the agency agreements
42 entered into with each client. Brokers will provide information and advice to all clients, but will not place the interests of any client ahead of
43 the other. If clients did not permit this multiple representation relationship, sellers could be excluding certain possible buyers from seeing
44 their home and buyers could be limiting the homes which they may otherwise be shown.

45 Since Broker may only represent multiple parties to the transaction with the written consent of each client, Client hereby
46 confirms that they understand (as shown on the reverse side) broker's duties to all parties to a transaction and broker's duties to a client and
47 that they **CONSENT** to a multiple representation relationship should one arise and, in that event, Broker and its salespersons are
48 authorized and instructed to act in a multiple representation relationship.

49 I (WE) ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE, AND CONFIRM THAT BOTH SIDES OF THIS DOCUMENT
50 HAVE BEEN READ AND, IN THOSE CASES WHERE MULTIPLE REPRESENTATION RELATIONSHIP MAY ARISE, HEREBY CONSENT
51 TO SAME. I (WE) ARE ALSO AWARE AND CONSENT TO THE BROKER OR AGENT RECEIVING INCOME OR FINANCIAL INCENTIVE
52 AS PART OF OTHER RELATIONSHIPS.

53 I (WE) ARE AWARE THAT _____ (Your Broker) and _____

54 (Sales Associate) ARE WORKING AS: Seller's Agent Buyer's Agent

55 _____	_____	_____	_____
56 Signature ▲	Date	Signature ▲	Date
57 Print Name ►		Print Name ►	

GENERAL INFORMATION

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

- 61 (a) Provide brokerage services to all parties to the transaction honestly, fairly and in good faith.
- 62 (b) Diligently exercise reasonable skill and care in providing brokerage services to all parties.
- 63 (c) Disclose to each party all material adverse facts that the broker knows and that the party does not or cannot discover through
64 reasonably vigilant observation, unless the disclosure of a material adverse fact is prohibited by law.
- 65 (d) Keep confidential any information given to the broker in confidence, or any information obtained by the broker that he or she knows a
66 reasonable party would want to be kept confidential, unless the information must be disclosed under (c) or Wis. Stats. sec. 452.23 or is
67 otherwise required by law to be disclosed or the party whose interests may be adversely affected by the disclosure specifically
68 authorizes the disclosure of particular confidential information. A broker shall continue to keep the information confidential after the
69 transaction is complete and after the broker is no longer providing brokerage services to the party.
- 70 (e) Provide accurate information about market conditions that affect a transaction, to any party who requests the information, within a
71 reasonable time of the party's request, unless disclosure of the information is prohibited by law.
- 72 (f) Account for all property coming into the possession of a broker that belongs to any party within a reasonable time of receiving
73 the property.
- 74 (g) When negotiating on behalf of a party, present contract proposals in an objective and unbiased manner and disclose the
75 advantages and disadvantages of the proposal.

76 **DUTIES TO A CLIENT** Wisconsin Statute section 452.133(2) states that in addition to his or her duties listed above, a broker providing
77 brokerage services to his or her client shall do all of the following:

- 78 (a) Loyal represent the client's interests by placing the client's interests ahead of the interests of any other party, unless loyalty
79 to a client violates the broker's duties under lines 61 to 75 or Wis. Stats. sec. 452.137(2) (duties to all clients in multiple representation
80 situations).
- 81 (b) Disclose to the client all information known by the broker that is material to the transaction and that is not known by the client or
82 discoverable by the client through reasonably vigilant observation, except for confidential information (see lines 65 to 69) and other
83 information, the disclosure of which is prohibited by law.
- 84 (c) Fulfill any obligation required by the agency agreement, and any order of the client that is within the scope of the agency agreement,
85 that are not inconsistent with another duty that the broker has under this chapter or any other law.

86 Wisconsin law also defines adverse fact:

87 Wis. Stat. 452.01(1e) "Adverse fact" means any of the following:

- 88 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
 - 89 1. Significantly and adversely affecting the value of the property.
 - 90 2. Significantly reducing the structural integrity of improvements to real estate.
 - 91 3. Presenting a significant health risk to occupants of the property.
- 92 (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
93 contract or agreement made concerning the transaction.

94 Wis. Stat. 452.01(5g) "Material adverse fact" means an adverse fact that a party indicates is of such significance, or that is generally
95 recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect the party's decision to
96 enter into a contract or agreement concerning a transaction or affects or would affect the party's decision about the terms of such a
97 contract or agreement.

98 **INFORMATION CONCERNING CONFIDENTIALITY/MULTIPLE REPRESENTATION RELATIONSHIP**

99 When Broker represents both the buyer and the seller in a transaction, a multiple representation relationship is created. This means
100 that Broker and its agents owe a fiduciary duty to both buyer and seller. Because buyer and seller may have conflicting interests,
101 Broker and its agents are prohibited from advocating exclusively for either party. Unless both the buyer and seller had agreed to this
102 multiple representation relationship arrangement, Broker cannot represent both the buyer and seller in this transaction.