



LEGAL UPDATE

A MONTHLY GUIDE TO WISCONSIN REAL ESTATE LAW & POLICY

MARCH 2018, 18.03

Cooperative Commercial Agreement

Legislation touching on an assortment of real estate practice issues went into effect on December 2, 2017. Specifically, 2017 Wisconsin Act 110 was enacted to make a variety of changes to chapter 452 of the statutes, the chapter that regulates real estate practice in Wisconsin.

While several of the topics addressed in this legislation were discussed in the February 2018 *Legal Update*, this *Legal Update* looks at the other major issue addressed in this legislation: cooperation with out-of-state (OSL) licensees in commercial transactions. Specifically the new law provides a pathway for brokers when an OSL is representing a buyer or tenant who wishes to join forces and work with a Wisconsin licensee who is not the listing agent to search for properties and negotiate transactions. Effective March 1, 2018, OSLs and Wisconsin firms will be permitted to enter into a new state-approved cooperative agreement and work together in commercial transactions.

Cooperative Agreements with Out-Of-State Brokers

In January 2015, a new voluntary option became available in Wisconsin that permitted a Wisconsin firm to allow an out-of-state broker (OSL) in good standing to provide limited brokerage services in Wisconsin. Wis. Stat. § 452.137 allowed Wisconsin listing firms to either enter into a referral arrangement with an OSL or enter into a cooperative agreement with an OSL. Therefore, the Wisconsin listing firm remains at the helm of the transaction while allowing the OSL to cooperate with regard to the firm's the listed property.

① MORE INFORMATION

See "Mother May I?" in the January 2015 *Wisconsin Real Estate Magazine* at www.wra.org/WREM/Jan15/OSL; "It's Here, the WB-28 Form has Arrived," in the June 2015 *Wisconsin Real Estate Magazine* at www.wra.org/WREM/June15/OSL; and the February 2015 *Legal Update*, "The Cooperative Agreement Alternative," at www.wra.org/LU1502.

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However, commercial practitioners indicated that this arrangement did not address other situations they encountered in their practice. Wis. Stat. § 452.137 only allowed cooperation when the Wisconsin firm had the property listed. However, it is common for the OSL and OSL's buyer or tenant who is searching for a type of property to want to cooperate with a local expert in a specific market area for help in finding commercial properties that may or may not be listed. Thus, effective March 1, 2018, Wis. Stat. § 452.137 has been revised to offer a new voluntary commercial option for Wisconsin firms that may not have property listed and are comfortable working with commercial buyers and tenants looking for property. As before, the Wisconsin firm can always choose to enter into a referral arrangement rather than cooperation.

The revised statute not only creates a new option for OSLs who represent a party seeking to buy or rent commercial property in Wisconsin, but also requires the creation of a new WB form this purpose. The criteria for the new commercial cooperative relationship are highlighted in the provisions of the new WB-29 Commercial Cooperative Agreement shown on pages 7-8 of this *Update*. Also note that the REEB took the opportunity to update and streamline the WB-28 Cooperative Agreement concurrently with the creation of the new WB-29. A sample copy of the revised WB-28 is shown on pages 5-6 of this *Update*. These two agreements have several provisions in common such that much of the following discussion of the new WB-29 pertains to the revised WB-28. Both forms have a March 1, 2018 mandatory use date.

WB-29 Commercial Cooperative Agreement

This form begins with an information line at the top indicating the WB-29 is for use when Wisconsin firms are cooperating with an OSL involved in the purchase or lease of Wisconsin commercial property.

This is followed with a short paragraph in bold advising that the WB-29 is limited to commercial transactions and explaining that commercial transactions are transactions concerning any real property, other than real property containing one to four dwelling units or real property zoned for agricultural use. As stated in the definition in Wis. Stat. § 452.137(1) (cm), a commercial transaction does not include a transaction concerning a dwelling unit that is part of real property containing more than four dwelling units and that is being sold on a unit-by-unit basis.

Description of property type: The WB-29 refers to the Wisconsin Firm as such and refers to the OSL as the Cooperating Firm. Following the identification of the Wisconsin and cooperating firms, lines 6-17 address the type of property that is the subject of the WB-29. As required by the revisions to § 452.137, each WB-29 Commercial Cooperative Agreement shall indicate the buyer's or tenant's search objective, that is, the type of property the party is looking for described by type, function, location, approximate size or other specified criteria or limitations. A separate WB-29 is required for each type of property as stated in the bold caution on lines 15-17.



Cooperating Firm Identification section: There is no detailed identification information for the Wisconsin firm because pertinent information such as the license number can be obtained with the DSPS credential/license search tool online at <https://app.wi.gov/licensesearch>. The OSL is to provide license numbers for the cooperating firm and its authorized agents and include the state of licensure because large regional or national firms may have licenses in more than one state and agents who also have licenses in multiple states.

Evidence of Good Standing: This section indicates that the OSL firm and agents can provide evidence of good standing to engage in real estate in another state via various means including a link to online records, presumably similar to the DSPS license search tool. Note that at lines 91-94, evidence of good standing is again referenced with the Cooperating Firm attesting that it and its agents have licenses in good standing. Evidence of good standing is required in order for the agreement to be valid.

Client Relationship: As required by Wis. Stat. § 452.137(2)(am)3, the WB-29 must be completed to state whether the Wisconsin firm or the OSL has entered into an agency agreement with the buyer or tenant client. Lines 35-38 are formatted as check box selections: Line 36 is checked if the Cooperating Firm has the client relationship and agency agreement, or Line 38 is checked if the Wisconsin Firm has the client relationship and agency agreement. Lines 36-37 indicate that the Cooperating Firm must provide a copy of the agency agreement to the Wisconsin firm upon request.

Terms of Cooperation: Lines 40-41 state in bold that, "Per Wis. Stat. § 452.137, if a property is not listed with a listing firm the Wisconsin Firm must view or conduct showings of property with the Cooperating Firm and the Wisconsin Firm must conduct all negotiations." This is followed by a series of "STRIKE ONE" items that govern whether the OSL is able to engage in various activities with regard to listed Wisconsin properties either alone or only when accompanied by the Wisconsin firm. These choices are found at lines 44-49 and relate to conducting showings of listed Wisconsin property, viewing listed Wisconsin properties, and negotiating with the listing firm or owner of listed Wisconsin property. The default in each instance is that the Wisconsin firm must act as a team with the OSL and accompany the OSL on showings and viewings and conduct the negotiations.

This is followed by another series of check boxes which, if checked, authorize the Cooperating Firm to have contact with another firm, seller or landlord; write offers, leases and other proposals; and use Wisconsin – approved forms and addenda provided by the Wisconsin firm. The fourth check box pertains to Errors and Omissions insurance, which is not a requirement under Wis. Stat. § 452.137. This item states that the Cooperating Firm will maintain Errors and Omissions coverage throughout the contemplated transaction in an adequate dollar amount. If the Wisconsin Firm wants a certificate of insurance or other confirmation of insurance coverage, it may write that requirement in the blank lines.

Agency Disclosure: If the OSL firm has entered into the agency agreement with the prospective buyer or tenant and thus has the client relationship, the OSL firm shall be considered to be a principal firm and the buyer or tenant shall be the client for purposes of Wis. Stat. Chap. 452. At the same time, the Wisconsin firm shall be a subagent of the OSL. In this situation, Wis. Stat. § 452.137(2)(am)3 requires the Wisconsin Firm to provide the OSL firm with a copy of the Disclosure to Clients form described in Wis. Stat. § 452.135(2) to be given to

the OSL's client. The OSL is not required to ask the client to sign the Disclosure to Clients form. Other agency disclosures may be needed depending upon the circumstances but it was thought best to not try to anticipate and address all possible scenarios in the form.

The agency disclosure language in the WB-29 is simple and general: "The Wisconsin Firm and the Cooperating Firm may have a responsibility to provide a written agency disclosure under Wis. Stat. Ch. 452." It should, however, serve as a reminder to ensure agency disclosure is provided.

Compensation: This section, which is identical to the same section in the WB-28, simply says the Cooperating Firm's compensation shall be _____. This is followed by a bold note stating "No person may pay Cooperating Firm a commission, money, or other thing of value for brokerage services except pursuant to this Agreement. For a Wisconsin Firm to legally compensate Cooperating Firm under this Agreement, Cooperating Firm must be licensed or regularly and lawfully engaged in the real estate brokerage business in another state, a territory or possession of the United States or a foreign country."

REALTOR® Practice Tips

A Wisconsin firm working in a WB-29 relationship may wish to take advantage of the blank lines in the form to indicate how the Wisconsin firm, as a subagent of the OSL, will be paid. Will the Wisconsin firm be paid by the OSL, which is the principal firm, or will it be paid directly by the listing firm or the property owners?

Trust Account: This section states the requirement from Wis. Stat. § 452.137(4)(b)3 that all clients funds, as defined in Wis. Stat. § 452.13, received by Cooperating Firm or the Wisconsin Firm in connection with the cooperative transaction shall be deposited in a trust account maintained by the Wisconsin Firm.

Legal Compliance: Lines 71-74 of the WB-29 contain promises by the cooperating firm to obey Wisconsin law and file the DSPS irrevocable consent form: "By signing this Agreement, Cooperating Firm and any Authorized Agents agree to abide by, and be subject to, Wisconsin law and the rules and regulations of the Wisconsin Real Estate Examining Board (REEB). Cooperating Firm agrees to file the irrevocable consent form and any other forms provided by the Wisconsin Department of Safety and Professional Services to evidence compliance with Wis. Stat. § 452.137." When an OSL becomes a party to a cooperative agreement under Wis. Stat. § 452.137, the OSL and its agents are treated as if they were Wisconsin licensees and thus are obligated to comply with Wisconsin license law.

In addition, § 452.137(2)(c) indicates the DSPS form # 813 – Irrevocable Consent for Nonresidents needs to be filed by the OSL to fulfill the requirement that the OSL file a nonresident irrevocable consent for service of process with the DSPS. Consequently, Form #813 will continue to be paired on the DSPS website and on WRA zipForm with each of the cooperative agreements (WB-28 and WB-29) for ease of identification and use. Form #813 is also found on the DSPS website at <https://dsps.wi.gov/Credentialing/Business/fm813.pdf>.

Documentation: This section on lines 75-80 of the WB-29 addresses

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the requirements stated in Wis. Stat. 452.137(2) (e) for three-year retention of documents by the OSL. The Cooperating Firm also is to provide copies of all retained transaction documentation to the Wisconsin Firm no later than the conclusion of the transaction, unless the two firms agree in writing that the OSL is not required to do so.

Term of the Agreement: Lines 81-82 of the WB-29 indicates the WB-29 will continue to the earlier of the end date stated on line 82 or the client's purchase or lease of a property.

Ending Language: After a line for incorporating addenda and blank lines for additional provisions, the WB-29 indicates that the cooperative agreement contains the entire agreement between the firms, and that:

"By signing this Agreement Cooperating Firm agrees to and attests that Cooperating Firm and Authorized Agent(s) is/are licensed in good standing or are otherwise authorized to act as a broker or salesperson in a jurisdiction other than this state. This Agreement is only valid if Cooperating Firm has provided Wisconsin Firm with evidence of licensure(s) in good standing."

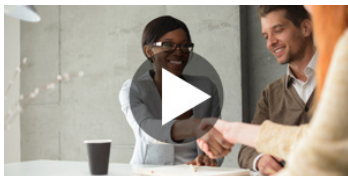
① MORE INFORMATION

See LegalTalks: Commercial Cooperation with Out-of-State Licensees at www.wra.org/LegalTalks/OSLCooperation and "Recently Passed Legislation Opens Up OSL Commercial Cooperation," in the December 2017 *Wisconsin Real Estate Magazine* at www.wra.org/WREM/Dec17/OSL.

🏠 REALTOR® Practice Tips

Under the revised Wis. Stat. § 452.137, the Wisconsin firm has choices. The firm can use a referral agreement with the OSL if all concerned are willing. A Wisconsin firm that has a listing can enter into a WB-28 Cooperative Agreement with an OSL. This option is currently available under the law for all types of transactions. A Wisconsin firm that does not have a listing can enter into a WB-29 Commercial Cooperative Agreement with an OSL who has a buyer/tenant. This new provision of the law is limited to commercial transactions only.

Watch the associated LegalTalks video:



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The information contained herein is believed accurate as of March 1, 2018. The information is of a general nature and should not be considered by any member or subscriber as advice on a particular fact situation. Members should contact the WRA Legal Hotline with specific questions or for current developments.

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WB-28 COOPERATIVE AGREEMENT

For cooperation with out-of-state brokers involved in purchase/lease of Wisconsin property listings

1 This agreement is made this _____ day of _____, 20_____,
2 between _____,
3 a Wisconsin licensed real estate broker (Wisconsin Firm) and _____,
4 _____, a licensed real estate broker from the state of
5 _____ (Cooperating Firm), pursuant to Wis. Stat. § 452.137, regarding cooperation
6 with respect to the following property listed by the Wisconsin Firm:
7 _____ [Street Address] in the _____ of
8 _____, County of _____, Wisconsin (insert
9 additional description, if any, in additional provisions at lines 75-92 or attach an addendum per line 74) (Property).

10 **NOTE: Each cooperative agreement may cover only one listing contract of the Wisconsin Firm.**

COOPERATING FIRM IDENTIFICATION

11 Name of Cooperating Firm or Sole Proprietor: _____
12 Address: _____
13 License Number: _____
14 Federal Tax ID Number: _____
15 Name of Supervising Broker: _____
16 State and License Number: _____

17 Authorized Agents may act as a salesperson in this state only if Cooperating Firm with whom they are affiliated satisfies
18 all requirements of this Agreement and Wis. Stat. § 452.137(2), and Authorized Agents work under the direct
19 supervision of Cooperating Firm and represent only Cooperating Firm in the transaction.

20 Name(s) of Authorized Agents, if any, of Cooperating Firm:
21 Name: _____ State and License Number: _____
22 Name: _____ State and License Number: _____

23 **EVIDENCE OF GOOD STANDING** Cooperating Firm and any Authorized Agents have provided Wisconsin Firm with
24 evidence, including but not limited to copies of valid license(s) in good standing, and are regularly and lawfully engaged
25 in real estate practice in their state of licensure (evidence might include a link to current online records, contact
26 information for the state licensing agency, etc.).

27 **TERMS OF COOPERATION** Cooperating Firm, and any Authorized Agents permitted by this Agreement agree(s) to
28 participate in the transaction only in the following manner:

- 29 Conduct showings in accordance with showing instructions provided by Wisconsin Firm.
- 30 Negotiate only through Wisconsin Firm.
- 31 Participate in this transaction only after a seller provided confidentiality agreement is signed.
- 32 Write offers, leases and other proposals.
- 33 Use Wisconsin-approved forms and addenda provided by Wisconsin Firm.
- 34 Cooperating Firm represents that it shall maintain Errors and Omissions Insurance in a dollar amount adequate
35 for the contemplated Wisconsin transaction throughout any transactions relative to this Agreement and the
36 Property.

37 Additional limitations/qualifications: _____
38 _____
39 _____
40 _____
41 _____
42 _____

43 **COMPENSATION** The Cooperating Firm's compensation shall be _____
44 _____
45 _____
46 _____

47 **NOTE: No person may pay Cooperating Firm a commission, money, or other thing of value for brokerage
48 services except pursuant to this Agreement. For a Wisconsin Firm to legally compensate Cooperating Firm
49 under this Agreement, Cooperating Firm must be licensed or regularly and lawfully engaged in the real estate
50 brokerage business in another state, a territory or possession of the United States or a foreign country.**

51 **TRUST ACCOUNT** All client funds, as defined in Wis. Stat. § 452.13, received by Cooperating Firm or Wisconsin Firm
52 in connection with a transaction subject to this Agreement shall be deposited in a trust account maintained by
53 Wisconsin Firm.

54 **LEGAL COMPLIANCE** By signing this Agreement, Cooperating Firm and any Authorized Agents agree to abide by,
55 and be subject to, Wisconsin law and the rules and regulations of the Wisconsin Real Estate Examining Board (REEB).
56 **Cooperating Firm agrees to file the irrevocable consent form and any other forms provided by the Wisconsin**
57 **Department of Safety and Professional Services to evidence compliance with Wis. Stat. § 452.137.**

58 **AGENCY DISCLOSURE** Wisconsin Firm may have, and Cooperating Firm does have, a responsibility to provide a
59 written agency disclosure to all buyers, under Wis. Stat. Ch. 452.

60 **DOCUMENTATION** Cooperating Firm shall maintain the originals or copies of all documents Cooperating Firm
61 receives, maintains, or generates in connection with any transaction regarding the Property for at least 3 years after the
62 date of closing or completion of the transaction, or, if no closing or completion occurs, 3 years after the date on which
63 the parties executed this Agreement. Cooperative Firm shall deposit with Wisconsin Firm, no later than the conclusion
64 of this transaction, copies of all documents Cooperating Firm is required to maintain unless the parties to this
65 Agreement agree in writing that Cooperating Firm is not required to do so.

66 **COOPERATING FIRM PROHIBITIONS** Because Cooperating Firm does not hold a Wisconsin Real Estate license,
67 Cooperating Firm may not under any circumstances enter into a listing contract concerning Wisconsin real estate or
68 businesses, or for commission, money, or other thing of value, promote or advertise in this state the sale, exchange,
69 purchase, option, rental, or leasing of real estate or a business located in this state, including by posting signs on the
70 property. Cooperating Firm and any Authorized Agents may not act under this Cooperative Agreement on behalf of a
71 firm who is not a party to this Agreement.

72 **TERM** This Agreement continues as long as Wisconsin Firm's listing for the Property, including any extensions,
73 remains in force, unless otherwise agreed in writing.

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

75 **ADDITIONAL PROVISIONS**
76 _____
77 _____
78 _____
79 _____
80 _____
81 _____
82 _____
83 _____
84 _____
85 _____
86 _____
87 _____
88 _____
89 _____
90 _____
91 _____
92 _____

93 The terms of this Agreement, including any addenda and additional provisions, contains the entire Agreement between
94 the Firms and shall not include terms that violate Wis. Stat. § 452.137.

95 **By signing this Agreement, Cooperating Firm agrees to and attests that Cooperating Firm and Authorized**
96 **Agent(s) is/are licensed in good standing or are otherwise authorized to act as a broker or salesperson in a**
97 **jurisdiction other than this state. This Agreement is only valid if Cooperating Firm has provided Wisconsin Firm**
98 **with evidence of licensure(s) in good standing.**

99 Wisconsin Firm Name: _____

100 (x) _____
101 Wisconsin Firm's Signature ▲ Print Name ► Date ▲

102 Cooperating Firm or Sole Proprietor Name: _____

103 (x) _____
104 Cooperating Firm's Signature ▲ Print Name ► Date ▲

WB-29 COMMERCIAL COOPERATIVE AGREEMENT

For cooperation with out-of-state brokers involved in purchase/lease of Wisconsin commercial properties

Use of this Agreement is limited to Commercial Transactions concerning any real property, other than real property containing 1 to 4 dwelling units or real property zoned for agricultural use. A commercial transaction does not include a transaction concerning a dwelling unit that is part of real property containing more than 4 dwelling units and that is being sold on a unit-by-unit basis.

1 This agreement is made this _____ day of _____, 20____
2 between _____,
3 a Wisconsin licensed real estate broker (Wisconsin Firm) and _____
4 _____, a licensed real estate broker from the state of
5 _____ (Cooperating Firm), pursuant to Wis. Stat. § 452.137, regarding cooperation
6 with respect to property of the following type, function, location, and approximate size, and with any stated functional or
7 geographical limitation, etc. in the State of Wisconsin: _____
8 _____
9 _____
10 _____
11 _____
12 _____

13 Insert additional description, if any, in the additional provisions at lines 84-88 or attach an addendum per line 83
14 (Property).

15 **NOTE: A separate cooperative agreement shall be entered into for each type of property based on type of**
16 **function, geographic area, approximate size or other criteria specified in the buyer's or tenant's search**
17 **parameters.**

COOPERATING FIRM IDENTIFICATION

19 Name of Cooperating Firm or Sole Proprietor: _____
20 Address: _____
21 License Number: _____
22 Federal Tax ID Number: _____
23 Name of Supervising Broker: _____
24 State and License Number: _____

25 Authorized Agents may act as a salesperson in this state only if Cooperating Firm with whom they are affiliated satisfies
26 all requirements of this Agreement and Wis. Stat. § 452.137(2), and Authorized Agents work under the direct
27 supervision of Cooperating Firm and represent only Cooperating Firm in the transaction.

28 Name(s) of Authorized Agent, if any, of Cooperating Firm:
29 Name: _____ State and License Number: _____
30 Name: _____ State and License Number: _____

31 **EVIDENCE OF GOOD STANDING** Cooperating Firm and any Authorized Agents have provided Wisconsin Firm with
32 evidence, including but not limited to copies of valid license(s) in good standing, and are regularly and lawfully engaged
33 in real estate practice in their state of licensure (evidence might include a link to current online records, contact
34 information for the state licensing agency, etc.)

CLIENT RELATIONSHIP [LINE 36 OR 38 MUST BE CHECKED.]

36 The Cooperating Firm has a client relationship with the buyer or tenant and has an agency agreement, and
37 shall provide a copy to the Wisconsin Firm upon request.
38 The Wisconsin Firm has a client relationship with the buyer or tenant and has an agency agreement.

TERMS OF COOPERATION

40 **Per Wis. Stat. § 452.137, if a property is not listed with a listing firm the Wisconsin Firm must view or conduct**
41 **showings of property with the Cooperating Firm and the Wisconsin Firm must conduct all negotiations.**

42 Cooperating Firm, and any Authorized Agents permitted by this Agreement, may participate in the transaction only in
43 the following manner:

- 44 ■ Conduct showings of listed Wisconsin property (only when Wisconsin Firm is present) (without Wisconsin Firm
45 being present) **STRIKE ONE** ("only when Wisconsin Firm is present" if neither is stricken).
- 46 ■ View listed Wisconsin property (only when Wisconsin Firm is present) (without Wisconsin Firm being present)
47 **STRIKE ONE** ("only when Wisconsin Firm is present" if neither is stricken).
- 48 ■ Negotiate (with a seller or owner if the Property is listed) (only through Wisconsin Firm) **STRIKE ONE** ("only
49 through Wisconsin Firm" if neither is stricken).

- 50 Have contact with another firm, another firm's seller or landlord.
- 51 Write offers, leases and other proposals.
- 52 Use Wisconsin-approved forms and addenda provided by Wisconsin Firm.
- 53 Maintain Errors and Omissions Insurance throughout any transactions relative to the agreement. Cooperating
- 54 Firm represents Errors and Omissions insurance coverage in a dollar amount adequate for the contemplated
- 55 Wisconsin transaction will be maintained for any transactions relative to the Property.

56 Additional limitations/qualifications: _____
 57 _____
 58 _____

59 **AGENCY DISCLOSURE** The Wisconsin Firm and the Cooperating Firm may have a responsibility to provide a written
 60 agency disclosure under Wis. Stat. Ch. 452.

61 **COMPENSATION** The Cooperating Firm's compensation shall be _____
 62 _____
 63 _____

64 **NOTE: No person may pay Cooperating Firm a commission, money, or other thing of value for brokerage**
 65 **services except pursuant to this Agreement. For a Wisconsin Firm to legally compensate Cooperating Firm**
 66 **under this Agreement, Cooperating Firm must be licensed or regularly and lawfully engaged in the real estate**
 67 **brokerage business in another state, a territory or possession of the United States or a foreign country.**

68 **TRUST ACCOUNT** All client funds, as defined in Wis. Stat. § 452.13, received by Cooperating Firm or Wisconsin Firm
 69 in connection with a transaction subject to this Agreement shall be deposited in a trust account maintained by
 70 Wisconsin Firm.

71 **LEGAL COMPLIANCE** By signing this Agreement, Cooperating Firm and any Authorized Agents agree to abide by,
 72 and be subject to, Wisconsin law and the rules and regulations of the Wisconsin Real Estate Examining Board (REEB).
 73 **Cooperating Firm agrees to file the irrevocable consent form and any other forms provided by the Wisconsin**
 74 **Department of Safety and Professional Services to evidence compliance with Wis. Stat. § 452.137.**

75 **DOCUMENTATION** Cooperating Firm shall maintain the originals or copies of all documents Cooperating Firm
 76 receives, maintains, or generates in connection with any transaction regarding the Property for at least 3 years after the
 77 date of closing or completion of the transaction, or, if no closing or completion occurs, 3 years after the date on which
 78 the parties executed this Agreement. Cooperating Firm shall deposit with Wisconsin Firm, no later than the conclusion
 79 of this transaction, copies of all documents Cooperating Firm is required to maintain unless the parties to this
 80 Agreement agree in writing that Cooperating Firm is not required to do so.

81 **TERM OF THE AGREEMENT** From the _____ day of _____, _____, up to the
 82 earlier of midnight of the _____ day of _____, _____, or the purchase or rental of Property.

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

84 **ADDITIONAL PROVISIONS** _____
 85 _____
 86 _____
 87 _____
 88 _____

89 The terms of this Agreement, including any addenda and additional provisions, contains the entire Agreement between
 90 the Firms and shall not include terms that violate Wis. Stat. § 452.137.

91 **By signing this Agreement Cooperating Firm agrees to and attests that Cooperating Firm and Authorized**
 92 **Agent(s) is/are licensed in good standing or are otherwise authorized to act as a broker or salesperson in a**
 93 **jurisdiction other than this state. This Agreement is only valid if Cooperating Firm has provided Wisconsin Firm**
 94 **with evidence of licensure(s) in good standing.**

95 Wisconsin Firm Name: _____

96 (x) _____
 97 Wisconsin Firm's Signature ▲ Print Name ► Date ▲

98 Cooperating Firm or Sole Proprietor Name: _____

99 (x) _____
 100 Cooperating Firm's Signature ▲ Print Name ► Date ▲



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