

**LISTING CONTRACT TO LEASE COMMERCIAL PROPERTY - EXCLUSIVE RIGHT TO LEASE**

1 Owner gives the Firm the exclusive right to rent 1221 Innovation Dr  
2 \_\_\_\_\_, in the \_\_\_\_\_ City \_\_\_\_\_ of \_\_\_\_\_ Whitewater \_\_\_\_\_,  
3 County of \_\_\_\_\_ Walworth \_\_\_\_\_, 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:** None  
6 \_\_\_\_\_

7  **LISTED RENT:** [CHECK ONE OR MORE ACCEPTABLE RENT OPTIONS]  
8  \$ \_\_\_\_\_, monthly (Net) (Gross) STRIKE ONE ("Net" if neither is stricken) rent.  
9  \$ 16.00, 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:** Variable months. Specify lease commencement date(s), if applicable, at lines 12-14.  
12  **ADDITIONAL LEASE PROVISIONS** Lease Rate is Modified Gross (MG).

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** Notice of Lien Rights: Broker shall have the authority under section  
17 779.32 of the Wisconsin Statutes to file a broker lien for commissions or compensation earned but  
18 not paid when due against the commercial real estate that is subject of this agreement.

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 see lines 289-292  
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: in full upon lease execution.

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): John Weidel/City of Whitewater  
41 Firm's recipient for delivery (if any): Kristen Parks/ACG, LLC; Patrick McGlinn/ACG, LLC

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: 5000 S Towne Drive, Suite 100, New Berlin, WI 53151

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: mbecker@whitewater-wi.gov

54 Email address for Firm: kparks@acgwi.com; pmcglinn@acgwi.com

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 7.000 % 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)

127 **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**  
128 **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**  
129 **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**  
130 **your firm before signing the agency agreement.**

131 **SUBAGENCY**

132 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  
133 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  
134 required by law, provide advice or opinions to other parties if doing so is contrary to your interests.

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

137 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  
138 section 452.133 (2) of the Wisconsin statutes.

139 **■ 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  
140 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  
141 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  
142 brokerage services to you.

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

- 144 1) Material Adverse Facts, as defined in section 452.01(5g) of the Wisconsin statutes (see lines 218-220).
- 145 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  
146 of the transaction.

147 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  
148 later time, you may also provide the Firm with other information you consider to be confidential.

149 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_

150 \_\_\_\_\_

151 \_\_\_\_\_

152 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by the Firm and its agents): \_\_\_\_\_

153 \_\_\_\_\_

154 \_\_\_\_\_

155 **COOPERATION, ACCESS TO RENTAL UNIT(S) OR PROPOSAL PRESENTATION** The parties agree that the Firm and its agents will work and cooperate with  
156 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  
157 tenants. Cooperation includes providing access to the Rental Unit(s) for showing purposes and presenting Rental Agreement proposals from these firms to Owner.  
158 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  
159 Rental Agreements which should not be submitted to Owner: \_\_\_\_\_

160 \_\_\_\_\_

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

162 **OWNER'S WARRANTIES, COVENANTS AND REPRESENTATIONS** Owner represents any materials and information given to the Firm by Owner are true and  
163 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  
164 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  
165 in the event of any suit against the Firm arising out of the use of these materials, forms and information.

166 Owner warrants and represents to the Firm that:

- 167 (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-  
168 315, or disclosed in the documentation Owner has provided to the Firm and its agents.
- 169 (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  
170 with knowledge of the nature and scope of the condition or occurrence.
- 171 (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  
172 Listing.
- 173 (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**  
174 **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  
175 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.  
176 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  
177 properly authorized.
- 178 (5) Owner agrees to make the following repairs and build-outs to the Premises: \_\_\_\_\_

179 \_\_\_\_\_

180 \_\_\_\_\_ **STRIKE AND COMPLETE AS APPLICABLE**

181 Exceptions to representations stated in lines 167-180: \_\_\_\_\_

182 \_\_\_\_\_

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

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

185 **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  
186 mutual agreement, the Parties may consider alternative dispute resolution instead of judicial resolution in court. Alternative dispute resolution may include mediation  
187 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  
188 Additional Provisions or in an Addendum.

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

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

193 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the registry by contacting  
194 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:

- 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,
- 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**

280 1) Line 234: "3 days" is changed to "14 days".

281 \_\_\_\_\_

282 2) Line 246: after "Owner" add "within 14 days after Firms receipt of said request,".

283 \_\_\_\_\_

284 3) On the date specified in Line 317 and on the same date of every sixth month thereafter (each an  
285 "automatic renewal date"), this Listing Contract shall automatically renew on all of the same terms  
286 for an additional period of 6 months. Owner may terminate this Listing Contract by delivering a 60  
287 day written notice to Broker prior to renewal date.

288 \_\_\_\_\_

289 4) Lines 22, Commissions: Firms's commission shall be a flat fee of \$1,500.00 per unit leased and a  
290 flat fee of \$750.00 for Lease Renewals. In the event of a co-broke, excluding Listing Agent/s  
291 Kristen Parks or Patrick McGlinn, commission shall be an additional 50% of said amount.

292 \_\_\_\_\_

293 5) In the event an Option to Purchase is included in a Lease and Tenant exercises said Option to  
294 Purchase, firm shall be paid 7% of the purchase price at closing.

295 \_\_\_\_\_

296 6) Signatures made electronically using DocuSign or any other electronic signature software shall be  
297 considered original signatures.

298 \_\_\_\_\_

299 \_\_\_\_\_

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

316 **■ TERM OF THE CONTRACT:** From the 28th day of May, 2026, up to and  
317 including midnight of the 1st day of December, 2026.

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**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 **City of Whitewater and/or assigns**

332 Owner Entity Name (if any) Print Name ▲ \_\_\_\_\_

333 (x) \_\_\_\_\_

334 Authorized Signature ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

335 Print Name & Title Here ► **John Weidel, City Manager**

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) **Anderson Commercial Group, LLC**

350 Firm Name ▲ \_\_\_\_\_

351 (x) \_\_\_\_\_

352 Agent Signature ▲ \_\_\_\_\_ Print Name ► **Kristen Parks** \_\_\_\_\_ Date ▲ \_\_\_\_\_

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No representation is made as to the legal validity any provision or the adequacy of any provisions in any specific transaction.

**SELLER REFUSAL/STATEMENT REGARDING CONDITION OR DISCLOSURE REPORT**

1 Seller's/Owner's Name(s): \_\_\_\_\_  
2 Entity Name (if any): \_\_\_\_\_  
3 Name & Title of Authorized Representative for Seller Entity: \_\_\_\_\_  
4 Property Address: 1221 Innovation Dr, Whitewater, WI 53190

5 Listing Agent and Listing Firm: Kristen Parks Anderson Commercial Group, LLC

6 Wis. Admin. Code § REEB 24.07(1) requires Listing Agent to make inquiries of Seller regarding the condition of  
7 the Property and request that Seller provide a written response to the inquiry. Wis. Stat. § 709.02 indicates that a  
8 property owner shall provide a Real Estate Condition Report (RECR) when the property includes 1-4 dwelling  
9 units and a Vacant Land Disclosure Report (VLDR) when the property does not include any buildings.

10 Listing Agent provided Seller with the following condition/disclosure report(s) and asked Seller to complete  
11 it/them: (Real Estate Condition Report) (Vacant Land Disclosure Report) (Seller Disclosure Report – Commercial)  
12 (Other: \_\_\_\_\_) **STRIKE AND COMPLETE AS APPLICABLE**

13 **CHECK LINE 14 OR LINE 20, AS APPLICABLE:**

14  **SELLER REFUSAL TO COMPLETE**

15 Seller hereby acknowledges that Seller has refused to provide Listing Agent with a completed RECR, VLDR or  
16 other seller's disclosure report for the Property. Seller understands this refusal may be disclosed to potential  
17 purchasers and has been advised that Seller's refusal to provide this report does not release Seller from any  
18 disclosure obligations under the Wisconsin Statutes or common law. Seller should consult with legal counsel  
19 regarding Seller's disclosure obligations in an "as-is" sale.

20  **SELLER NOT REQUIRED TO COMPLETE REPORT**

21 Seller hereby asserts that Seller is not required to complete a condition or disclosure report for the Property  
22 because **CHECK BELOW AS APPLICABLE**:

- 23  Seller is a personal representative of an estate and has never occupied the Property.
- 24  Seller is a trustee and has never occupied the Property.
- 25  Seller is a conservator and has never occupied the Property.
- 26  Seller is a fiduciary appointed by or subject to supervision by a court and has never occupied the Property.
- 27  The Property includes 1 to 4 dwelling units but has not been inhabited.
- 28  The transfer is exempt from the real estate transfer fee under Wis. Stat. § 77.25.

29 Wisconsin real estate licensees have a legal duty to disclose material adverse facts and information suggesting  
30 the possibility of material adverse facts to all parties. Listing Agent shall accordingly disclose any condition Listing  
31 Agent becomes aware of to prospective purchasers.

32 This form was delivered to Seller by Kristen Parks on \_\_\_\_\_.  
33 Agent for Firm Print Name ▲ Date ▲

34 Seller's/Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 35 Seller's/Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 36 Seller's/Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 37 Seller's/Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

38 This form was delivered to Buyer by Steve Anderson on \_\_\_\_\_.  
39 Agent for Firm Print Name ▲ Date ▲

40 Acknowledgment of Receipt by Buyers: \_\_\_\_\_  
41 Initials ▲ Date ▲

42 Buyer's acknowledgment of receipt of this form does not constitute waiver of any right that Buyer may have based  
43 on not receiving a completed condition or disclosure report from Seller.

**SELLER DISCLOSURE REPORT - COMMERCIAL**

THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT \_\_\_\_\_ IN THE \_\_\_\_\_  
\_\_\_\_\_  
**City** \_\_\_\_\_ (CITY) (VILLAGE) (TOWN) OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_  
**Walworth** STATE OF WISCONSIN. THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT  
PROPERTY AS OF \_\_\_\_\_ (MONTH) \_\_\_\_\_ (DAY) \_\_\_\_\_ (YEAR).

When listing a property Wis. Admin. Code § REEB 24.07(1)(b) requires licensees to inspect the property and to “make inquiries of the seller on the condition of the structure, mechanical systems and other relevant aspects of the property. The licensee shall request that the seller provide a written response to the licensee's inquiry.” This Seller Disclosure Report is a tool designed to help the licensee fulfill this license law duty.

This is not a warranty of any kind by the owner or any agents representing any party in this transaction and is not a substitute for any inspections, testing or warranties that the parties may wish to obtain. This is not a disclosure report required by Wis. Stat. Ch. 709 and the owner is voluntarily providing this information.

**NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS**

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

**A. OWNER'S INFORMATION**

- A1. In this form, “aware” means the “owner(s)” have notice or knowledge.
- A2. In this form, “defect” means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.
- A3. In this form, “owner” means the person or persons, entity, or organization that owns the above-described real property.
- A4. The owner represents that to the best of the owner’s knowledge, the responses to the following questions have been accurately checked as “yes,” “no,” or “not applicable (N/A)” to the property being sold. If the owner responds to any question with “yes,” the owner shall provide an explanation of the reason why the response to the question is “yes” in the area provided following each group of questions.
- A5. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner’s agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

**B. STRUCTURAL AND MECHANICAL**

	YES	NO	N/A
B1. Are you aware of defects in the roof?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2. Are you aware of defects in the electrical system, including defects in solar panels and systems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B3. Are you aware of defects in part of the plumbing system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B4. Are you aware of defects in the heating and air conditioning system (including the air filters and humidifiers), fire safety, security or lighting?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B5. Are you aware of defects in the basement or foundation (including cracks, seepage, and bulges)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B6. Are you aware of defects in any structure or structural components on the property (including walls)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B7. Are you aware of defects in mechanical equipment included in the sale either as fixtures or personal property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B8. Are you aware of rented items located on the property or items affixed to or closely associated with the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B9. Explanation of “yes” responses _____			

**C. ENVIRONMENTAL**

	YES	NO	N/A
C1. Are you aware of the presence of unsafe levels of mold?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C2. Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in paint, lead in soil, pesticides, or other potentially hazardous or toxic substances on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C3. Are you aware of the presence of asbestos or asbestos-containing materials on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C4. Are you aware of the presence of or a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C5. Are you aware of current or previous termite, powder post beetle, or carpenter ant infestations or defects caused by animal, reptile, or insect infestations, including infestations impacting trees?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C6. Are you aware of water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C7. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C8. Are you aware of governmental investigation or private assessment/audit (of environmental matters) ever being conducted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C9. Explanation of "yes" responses _____			
_____			
_____			

**D. STORAGE TANKS**

	YES	NO	N/A
D1. Are you aware of underground or aboveground fuel storage tanks on or previously located on the property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D2. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D3. Explanation of "yes" responses _____			
_____			
_____			

**E. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.**

	YES	NO	N/A
E1. Have you received notice of property tax increases, other than normal annual increases, or are you aware of a pending property reassessment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E2. Are you aware that remodeling was done that may increase the property's assessed value?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E3. Are you aware of pending special assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E4. Are you aware that the property is located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E5. Are you aware of any proposed construction of a public project that may affect the use of the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E6. Are you aware of any remodeling, replacements, or repairs affecting the property's structure or mechanical systems that were done or additions to this property that were made during your period of ownership without the required permits?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E7. Are you aware of any land division involving the property for which a required state or local permit was not obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E8. Explanation of "yes" responses _____			
_____			
_____			

**F. LAND USE**

	YES	NO	N/A
F1. Are you aware of any zoning code violations with respect to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F2. Are you aware of the property or any portion of the property being located in a floodplain, wetland, or shoreland zoning area, or of flooding, drainage problems, standing water or other water problems affecting the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F3. Are you aware of nonconforming uses of the property or nonconforming structures on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F4. Are you aware of conservation easements on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F5. Are you aware of restrictive covenants or deed restrictions on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F6. Are you aware of nonowners having rights to use part of the property, including, but not limited to, rights-of-way and easements other than recorded utility easements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	YES	NO	N/A
F7. Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F8. <u>Use Value.</u>			
a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F9. Is all or part of the property subject to or in violation of a farmland preservation agreement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F10. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F11. Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F12. Are you aware of boundary or lot line disputes, encroachments, or encumbrances affecting the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F12a. Are you aware of any private road agreements or shared driveway agreements relating to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F13. Are you aware there is not legal access to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F14. Are you aware of federal, state, or local regulations requiring repairs, alterations, or corrections of an existing condition? This may include items such as orders to correct building code violations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F15. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See <a href="http://dnr.wi.gov/topic/waterways">http://dnr.wi.gov/topic/waterways</a> for more information.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F16. Are you aware of one or more burial sites or archeological artifacts on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or <a href="http://www.wihist.org/burial-information">www.wihist.org/burial-information</a> ).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F17. Explanation of "yes" responses _____			
_____			
_____			

**G. ADDITIONAL INFORMATION**

	YES	NO	N/A
G1. Are you aware of a structure on the property that is designated as a historic building or that all or any part of the property is in a historic district?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G2. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G2a. Are you aware of any right of first refusal, recorded or not, on all or any portion of the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G3. Are you aware of defects in a well on the property or in a well that serves the property, including unsafe well water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G4. Are you aware of a joint well serving the property including any defect related to a joint well serving the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G5. Are you aware that a septic system or other private sanitary disposal system serves the property including defects in the septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G6. Are you aware of an "LP" tank on the property, including defects? (If "yes," specify in the additional information space whether the owner of the property either owns or leases the tank.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G7. Are you aware of material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G8. Are you aware of nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G9. Are you aware of any shared usages such as shared fences, walls, driveways, or signage, or any defect relating to the shared use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G10. Are you aware of leased parking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G10a. Does the property currently have internet service? If so, who is your provider? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G10b. Does the property have an electric vehicle charging system and station or installed wiring for a future system or station? Is the system or station affixed to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G10c. Does the property have accessibility features? See <a href="https://www.ada.gov/resources/title-iii-primer/">https://www.ada.gov/resources/title-iii-primer/</a> .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G11. Are you aware of other defects affecting the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G12. The owner has owned the property for _____ years.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

G13. Explanation of "yes" responses \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Note: Any sales contract provision requiring inspection of a residential dumbwaiter or elevator must be performed by a state-licensed elevator inspector.

**OWNER'S CERTIFICATION**

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Entity Name (if any): \_\_\_\_\_

Name & Title of Authorized Representative Signing for Entity: \_\_\_\_\_

Authorized Signature for Entity: \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

**CERTIFICATION BY PERSON SUPPLYING INFORMATION**

A person other than the owner certifies that the person supplied information on which the owner relied for this report and that the information is true and correct to the best of the person's knowledge as of the date on which the person signs this report.

Person \_\_\_\_\_ Items \_\_\_\_\_ Date \_\_\_\_\_

Person \_\_\_\_\_ Items \_\_\_\_\_ Date \_\_\_\_\_

**BUYER'S ACKNOWLEDGEMENT**

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Entity Name (if any): \_\_\_\_\_

Name & Title of Authorized Representative Signing for Entity: \_\_\_\_\_

Authorized Signature for Entity: \_\_\_\_\_ Date \_\_\_\_\_

Prospective buyer \_\_\_\_\_ Date \_\_\_\_\_

Prospective buyer \_\_\_\_\_ Date \_\_\_\_\_

Prospective buyer \_\_\_\_\_ Date \_\_\_\_\_

Prospective buyer \_\_\_\_\_ Date \_\_\_\_\_

Prospective buyer \_\_\_\_\_ Date \_\_\_\_\_