

DISCLOSURE OF REAL ESTATE AGENCY

1 **WISCONSIN LAW (WI. ADM. CODE §RL 24.07(8)) REQUIRES REAL ESTATE BROKERS TO DELIVER A COPY OF A WRITTEN**
2 **AGENCY DISCLOSURE FORM TO YOU PRIOR TO PROVIDING YOU BROKERAGE SERVICES. BROKER IS ALSO REQUIRED**
3 **BY LAW TO REQUEST YOU TO ACKNOWLEDGE RECEIPT OF A COPY OF THIS FORM BY INITIALING BELOW.**

4 This is a disclosure of the duties a real estate broker owes to all parties in a real estate transaction under Wisconsin law (see
5 lines 7 to 24) and the duties owed to the broker's clients in the transaction (see 25 to 34). This form will also provide each party with
6 an area to identify information the party would wish to keep confidential in the transaction (see lines 35 to 49).

7 **DUTIES TO ALL PARTIES**

Wisconsin Statute section 452.133(1) states that in providing brokerage services to a party to a
8 transaction (including both clients and customers), a broker shall do all of the following:

- 9 (a) Provide brokerage services to all parties to the transaction honestly, fairly and in good faith.
- 10 (b) Diligently exercise reasonable skill and care in providing brokerage services to all parties.
- 11 (c) Disclose to each party all material adverse facts that the broker knows and that the party does not know or cannot discover
12 through reasonably vigilant observation, unless the disclosure of a material adverse fact is prohibited by law.
- 13 (d) Keep confidential any information given to the broker in confidence, or any information obtained by the broker that he or she
14 knows a reasonable party would want to be kept confidential, unless the information must be disclosed under (c) or Wis.
15 Stats. sec. 452.23 (information contradicting third party inspection or investigation reports) or is otherwise required by law to
16 be disclosed or the party whose interests may be adversely affected by the disclosure specifically authorizes the disclosure
17 of particular confidential information (see lines 50 to 53). A broker shall continue to keep the information confidential after the
18 transaction is complete and after the broker is no longer providing brokerage services to the party.
- 19 (e) Provide accurate information about market conditions that affect a transaction, to any party who requests the information,
20 within a reasonable time of the party's request, unless disclosure of the information is prohibited by law.
- 21 (f) Account for all property coming into the possession of a broker that belongs to any party within a reasonable time of
22 receiving the property.
- 23 (g) When negotiating on behalf of a party, present contract proposals in an objective and unbiased manner and disclose the
24 advantages and disadvantages of the proposals.

25 **DUTIES TO A CLIENT**

Wisconsin Statute section 452.133(2) states that in addition to his or her duties under lines 7 to 24, a broker
26 providing brokerage services to his or her client shall do all of the following:

- 27 (a) Loyal represent the client's interests by placing the client's interests ahead of the interests of any other party, unless loyalty
28 to a client violates the broker's duties under lines 7 to 24 or Wis. Stats. sec. 452.137(2) (duties to all clients in multiple
29 representation situations).
- 30 (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
31 or discoverable by the client through reasonably vigilant observation, except for confidential information (see lines 13 to 18)
32 and other information, the disclosure of which is prohibited by law.
- 33 (c) Fulfill any obligation required by the agency agreement, and any order of the client that is within the scope of the agency
34 agreement, that are not inconsistent with another duty that the broker has under this chapter or any other law.

35 **CONFIDENTIALITY NOTICE TO CLIENTS AND CUSTOMERS**

A BROKER IS REQUIRED TO MAINTAIN THE CONFIDENTIALITY OF

36 ALL INFORMATION GIVEN TO THE BROKER IN CONFIDENCE AND OF ALL INFORMATION OBTAINED BY THE BROKER
37 THAT HE OR SHE KNOWS A REASONABLE PARTY WOULD WANT TO BE KEPT CONFIDENTIAL, UNLESS THE
38 INFORMATION IS REQUIRED TO BE DISCLOSED BY LAW (SEE LINES 13 TO 18). THE FOLLOWING INFORMATION IS
39 REQUIRED TO BE DISCLOSED BY LAW:

- 40 1) MATERIAL ADVERSE FACTS AS DEFINED IN SECTION 452.01(5g) OF THE WISCONSIN STATUTES (SEE PAGE TWO).
- 41 2) ANY FACTS KNOWN BY THE BROKER THAT CONTRADICT ANY INFORMATION INCLUDED IN A WRITTEN
42 INSPECTION REPORT ON THE PROPERTY OR REAL ESTATE THAT IS THE SUBJECT OF THE TRANSACTION.
43 TO ENSURE THAT THE BROKER IS AWARE OF WHAT SPECIFIC INFORMATION YOU CONSIDER CONFIDENTIAL, YOU
44 MAY LIST THAT INFORMATION IN THE SPACE BELOW THAT IS MARKED "CONFIDENTIAL INFORMATION". AT A LATER
45 TIME, YOU MAY ALSO PROVIDE THE BROKER WITH OTHER WRITTEN NOTIFICATION OF WHAT INFORMATION YOU
46 CONSIDER TO BE CONFIDENTIAL.

47 **CONFIDENTIAL INFORMATION:** _____
48 _____
49 _____

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the
Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by phone at 877-234-0085.

50 **WAIVER OF CONFIDENTIALITY**

Identify information which you authorize Broker to disclose but which might otherwise be
51 considered confidential, such as financial qualification information. The following may be disclosed by Broker:

52 **NON-CONFIDENTIAL INFORMATION:** _____
53 _____

54 **BY INITIALING AND DATING BELOW I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THAT _____**

55 McKinney Realty and _____ are working as: Owner's Agent Buyer's /Tenant's Agent
56 Firm Name ▲ Sales Associate ▲

57 **INITIALING THIS FORM TO ACKNOWLEDGE RECEIPT CREATES NO CONTRACTUAL OR OTHER LEGAL OBLIGATIONS OF ANY KIND.**

58
59 Initials ▲ Date ▲ Print Name (optional) ▲ Initials ▲ Date ▲ Print Name (optional) ▲

Wisconsin Statutes

452.01 (1e) "Adverse fact" means any of the following:

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

1. Significantly and adversely affecting the value of the property.
2. Significantly reducing the structural integrity of improvements to real estate.
3. Presenting a significant health risk to occupants of the property.

(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 concerning the transaction.

452.01(5g) "Material adverse fact" means an adverse fact that a party indicates is of such significance, or that is generally 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 enter into a contract or agreement concerning a transaction or affects or would affect the party's decision about the terms of such a contract or agreement.