

**VILLAGE OF PARDEEVILLE
SPECIAL MEETING
PARDEEVILLE VILLAGE BOARD AGENDA
Village Hall – 114 Lake Street, Pardeeville
Tuesday, March 14, 2023 at 5:00 p.m.**

- I. Call to Order
- II. Roll Call
- III. Verification of posting of Agenda
- IV. Pledge of Allegiance
- V. Agenda Approval
- VI. Comments from the Floor
- VII. OLD BUSINESS:
 - A. Sunrise Subdivision
 - 1. Developer's agreement
- VIII. NEW BUSINESS:
 - A. Sunrise Subdivision
 - 1. Village Contract with First Weber
 - B. CLOSED SESSION under Sec. 19.85(l)(e), Wis. Stats., for the purpose of deliberating or negotiating the purchase of public properties, the investing of public funds, or the conducting of other specified public business, as long as competitive or bargaining reasons require a closed session
 - 1. Sunrise Subdivision – Developer's Agreement
 - 2. Village Contract with First Weber
 - C. RETURN TO OPEN SESSION to formally dispose of any issues discussed in closed session.
 - D. Possible action on Developer's Agreement
 - E. Possible action on Village Contract with First Weber
- VII. ADJOURN

Kayla Lindert, Clerk/Treasurer
Posted: 03/10/2023

The Village Hall is accessible to the handicapped. If you require additional assistance, please contact the Village Office no later than 48 hours prior to the meeting date. Phone 608-429-3121. If members are present from other recognized Boards, Commissions, or Committees which may constitute a quorum, the meeting is presumed to be for the above-stated agenda/purpose. An updated agenda may be posted 24 hours before meeting time.

56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

57 5) A ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Property at, or above,
 58 the list price and on substantially the same terms set forth in this Listing and the current WB-13 Vacant Land Offer
 59 to Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer
 60 submitting the written offer has the ability to complete the buyer's obligations under the written offer.

61 The Firm's commission shall be earned if, during the term of the Listing, one owner of the Property sells, conveys,
 62 exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by
 63 divorce judgment.

64 ■ **DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable in full at the earlier of closing or the date
 65 set for closing, even if the transaction does not close, unless otherwise agreed in writing.

66 ■ **CALCULATION:** A percentage commission shall be calculated based on the following, if earned above:

- 67 • Under 1) or 2) the total consideration between the parties in the transaction.
- 68 • Under 3) or 4) the list price if the entire Property is involved.
- 69 • Under 3) if the exchange involves less than the entire Property or under 4) if the effective change in ownership or
 70 control involves less than the entire Property, the fair market value of the portion of the Property exchanged or for
 71 which there was an effective change in ownership or control.
- 72 • Under 5) the total offered purchase price.

73 **NOTE: If a commission is earned for a portion of the Property it does not terminate the Listing as to any remaining**
 74 **Property.**

75 **BUYER FINANCIAL CAPABILITY** The Firm and its agents are not responsible under Wisconsin statutes or regulations to
 76 qualify a buyer's financial capability. If Seller wishes to confirm a buyer's financial capability, Seller may negotiate inclusion of
 77 a contingency for financing, proof of funds, qualification from a lender, sale of buyer's property, or other confirmation in any
 78 offer to purchase or contract.

79 **LIEN NOTICE** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for commissions
 80 or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial
 81 real estate, if any, that is the subject of this Listing. "Commercial real estate" includes all real estate except (a) real
 82 property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not
 83 contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

84 **DISCLOSURE TO CLIENTS**

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

- 87 (a) The duty to provide brokerage services to you fairly and honestly.
- 88 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 89 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
 90 unless disclosure of the information is prohibited by law.
- 91 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
 92 information is prohibited by law. (See lines 245-248.)
- 93 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
 94 confidential information or the confidential information of other parties. (See lines 151-166.)
- 95 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 96 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
 97 advantages and disadvantages of the proposals.

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

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

112 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

113 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a
 114 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services
 115 through designated agency, which is one type of multiple representation relationship.

116 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or
 117 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide
 118 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.
 119 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,
 120 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal
 121 any of your confidential information to another party unless required to do so by law.

122 ■ If a designated agency relationship is not authorized by you or other clients in the transaction you may still authorize
 123 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more
 124 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,
 125 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same
 126 agent may represent more than one client in a transaction.

127 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage
 128 services to more than one client in the transaction.

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

130 ☐ The same firm may represent me and the other party as long as the same agent is not representing us
 131 both. (multiple representation relationship with designated agency)

132 ☒ The same firm may represent me and the other party, but the firm must remain neutral regardless if one or
 133 more different agents are involved. (multiple representation relationship without designated agency)

134 ☐ The same firm cannot represent both me and the other party in the same transaction. (I reject multiple
 135 representation relationships)

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

141 **SUBAGENCY**

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

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

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

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

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

- 157 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 245-248).
- 158 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
 159 the property or real estate that is the subject of the transaction.

160 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
 161 information below (see lines 163-164). At a later time, you may also provide the Firm with other information you
 162 consider to be confidential.

163 **CONFIDENTIAL INFORMATION:** _____
 164 _____

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

167 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
 168 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as
 169 subagents (other firms engaged by the Firm - see lines 141-145) and firms representing buyers. Cooperation includes
 170 providing access to the Property for showing purposes and presenting offers and other proposals from these firms to
 171 Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to
 172 attend showings, and the specific terms of offers which should not be submitted to Seller: _____
 173 _____

174 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with the Firm in the Firm's
 175 marketing efforts and to provide the Firm with all records, documents and other material in Seller's possession or control
 176 which are required in connection with the sale. Seller authorizes the Firm to do those acts reasonably necessary to
 177 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,
 178 Internet advertising or a lockbox system at the Property. Seller shall promptly refer all persons making inquiries
 179 concerning the Property to the Firm and notify the Firm in writing of any potential buyers with whom Seller negotiates or
 180 who view the Property with Seller during the term of this Listing.

181 **LEASED PROPERTY** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign Seller's
 182 rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations) thereunder
 183 to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by tenant(s).
 184 **CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the**
 185 **lease(s) unless released by tenants.**

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

191 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
 192 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller
 193 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing
 194 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for
 195 Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 196-204).

196 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
 197 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.
 198 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the
 199 commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller
 200 and the Firm agree that any termination of this Listing by either party before the date stated on line 321 shall be
 201 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 290-312 and effective
 202 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 290-312.
 203 **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to**
 204 **potentially be liable for damages.**

205 **VACANT LAND DISCLOSURE REPORT** Seller agrees to complete the vacant land disclosure report provided by the
 206 Firm to the best of Seller's knowledge. Seller agrees to amend the report should Seller learn of any Defect(s) after
 207 completion of the report but before acceptance of a buyer's offer to purchase. Seller authorizes the Firm and its agents to
 208 distribute the report to all interested parties and agents inquiring about the Property and Seller acknowledges that the
 209 Firm and its agents have a duty to disclose all Material Adverse Facts as required by law.

210 **SELLER REPRESENTATIONS REGARDING DEFECTS** Seller represents to the Firm that as of the date of this Listing,
 211 Seller has no notice or knowledge of any Defects affecting the Property other than those noted on the vacant land
 212 disclosure report.

213 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**
 214 **DAMAGES AND COSTS.**

215 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
 216 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
 217 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
 218 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
 219 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
 220 wrongdoing of the Firm and its agents. Seller acknowledges that individual showings and open houses may be
 221 conducted by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and
 222 inspections without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be
 223 present at all inspections and testing and may photograph or videotape Property unless otherwise provided for in
 224 additional provisions at lines 313-317 or in an addendum per lines 318-319.

225 **DEFINITIONS**

226 ■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:

- 227 a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
- 228 1) Significantly and adversely affecting the value of the Property;
 - 229 2) Significantly reducing the structural integrity of improvements to real estate; or
 - 230 3) Presenting a significant health risk to occupants of the Property.

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

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

235 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that
 236 would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or
 237 replaced would significantly shorten or adversely affect the expected normal life of the premises.

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

239 ■ **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as
 240 to be treated as part of the real estate, including, without limitation, physically attached items not easily removable
 241 without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures,
 242 including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings
 243 on permanent foundations and docks/piers on permanent foundations.

244 **CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.**

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

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

254 ■ **PROPERTY:** Unless otherwise stated, "Property" means all property included in the list price as described on lines 2-4.

255 ■ **PROTECTED BUYER:** Means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term of
 256 this Listing:

257 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property during the term
 258 of this Listing;

259 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential
 260 terms upon which the buyer might acquire an interest in the Property; or

261 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding
 262 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents
 263 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines
 264 196-204) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:

265 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the
 266 individuals in the Listing; or,

267 b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the firm
 268 or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

269 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on
 270 behalf of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on
 271 lines 191-195.

272 **NON-DISCRIMINATION** Seller and the Firm and its agents agree that they will not discriminate against any
 273 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section
 274 111.32(13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family
 275 status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

276 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the
 277 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,
 278 the Firm shall hold and disburse the earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch.
 279 REEB 18. If the transaction fails to close and the Seller requests and receives the earnest money as the total liquidated
 280 damages, then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash advances
 281 made by the Firm on behalf of Seller and one half of the balance, but not in excess of the agreed commission, shall be paid to
 282 the Firm as full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment
 283 to the Firm shall not terminate this Listing.

284 **OCCUPANCY** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.
 285 Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for personal
 286 property belonging to current tenants, sold to the buyer or left with the buyer's consent.

287 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and
 288 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
 289 <http://www.doc.wi.gov> or by telephone at (608)240-5830.

290 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of
 291 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at
 292 lines 293-312.

293 (1) Personal Delivery: giving the document or written notice personally to the party, or the party's recipient for delivery if
 294 named at line 295 or 296.

295 Seller's recipient for delivery (optional): _____

296 Firm's recipient for delivery (optional): _____

297 ☐ (2) Fax: fax transmission of the document or written notice to the following telephone number:

298 Seller: (_____) Firm: (_____) _____

299 ☐ (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
 300 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 295 or
 301 296, for delivery to the party's delivery address at line 305 or 306.

302 ☐ (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
 303 party, or to the party's recipient for delivery if named at line 295 or 296 for delivery to the party's delivery address at line
 304 305 or 306.

305 Delivery address for Seller: _____

306 Delivery address for Firm: _____

307 ☒ (5) E-Mail: electronically transmitting the document or written notice to the party's e-mail address, if given below at
 308 line 311 or 312. If this is a consumer transaction where the property being purchased or the sale proceeds are used
 309 primarily for personal, family or household purposes, each consumer providing an e-mail address below has first
 310 consented electronically as required by federal law.

311 E-Mail address for Seller: clerk-treasurer@villageofpardeeville.net

312 E-Mail address for Firm: brad.cook@firstweber.com

313 **ADDITIONAL PROVISIONS** - Listing / transaction fee of \$295 per lot will be collected at closing from sale proceeds. _____

314 - Listing Contract to be reviewed by Village Board Annually and revised as necessary. _____

315 - Reduced Flat fee of \$1000 applies to transactions involving listed exclusions. The exclusions will not be subject
 316 to the \$295 listing/transaction fee. Village may seek assistance from Attorney for executing contracts on these parcels. _____

317 - Village authorizes First Weber to design logo for marketing/branding up to \$500. FW to cover any costs over. _____

318 **ADDENDA** The attached addenda Listing Addendum Market Range Pricing Addendum _____

319 _____ is/are made part of this Listing.

320 **TERM OF THE CONTRACT** From the 4th day of October, 2022, up
 321 to the earlier of midnight of the 31st day of December, 2026, or the conveyance
 322 of the entire Property.

323 **BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND**
 324 **THAT HE/SHE HAS READ ALL 6 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS**
 325 **INCORPORATED INTO THE LISTING.**

326 (x) Kayla Lindert 10/5/2022
 327 Seller's Signature ▲ Print Name ► Kayla Lindert, Village Clerk-Treasurer Date ▲

328 (x) Phillip Possehl 10/5/2022
 329 Seller's Signature ▲ Print Name ► Phillip Possehl, Village President Date ▲

330 (x) _____
 331 Seller's Signature ▲ Print Name ► Date ▲

332 (x) _____
 333 Seller's Signature ▲ Print Name ► Date ▲

334 Village of Pardeeville

335 Seller Entity Name (if any) Print Name ▲

336 (x) _____

337 Authorized Signature ▲ Date ▲

338 Print Name & Title ►

339 First Weber, Inc.

340 Firm Name ▲

341 (x) Brad R Cook 10/5/2022

342 Agent's Signature ▲ Print Name ► Brad R Cook Date ▲

LISTING ADDENDUM

1 Clients: Kayla Lindert, Village Clerk-Treasurer Phillip Possehl, Village President
 2 Listed Property: Sunrise Subdivision Lots 1-16, 20-38 Date of Listing Oct 4, 2022
 3 FOR EACH PROVISION WITH A CHECK BOX, PLEASE CHECK THE BOX TO EACH ITEM YOU WISH TO INCLUDE, AND LEAVE
 4 THE BOX BLANK, OR MARK "N/A" TO DECLINE TO INCLUDE:

5 ☐ **Home Warranty:** Seller is committing to purchase of a Home Warranty. Seller agrees to promptly include a home warranty on the
 6 Property which will include coverage for buyers for one year after closing, subject to the terms and conditions of the home warranty.
 7 Seller agrees the home warranty shall be a "Basic" plan from Universal Home Protection (UHP), [https://uhpwarranty.com/compare-](https://uhpwarranty.com/compare-warranties/)
 8 warranties/, unless Seller selects a different plan or selects a different home warranty program. The cost of the home warranty will be
 9 paid by Seller at closing or when required under the specific home warranty plan selected by Seller. Seller authorizes Firm to mention
 10 the presence of a home warranty in marketing and Seller agrees to provide a copy of the home warranty plan to Firm and to any
 11 prospective buyer upon request.

12 ☒ **Alternative Dispute Resolution/Arbitration:** Per the Dispute Resolution provision in the Listing Agreement, the parties have the
 13 option to add an "alternative dispute resolution" provision if so desired. In checking this provision, the parties are including this as that
 14 alternative dispute resolution provision which provides for binding arbitration. The parties agree any disputes or claims arising out of or
 15 related to this Listing Agreement shall be addressed as follows: Disputes or claims which fall within jurisdiction of small claims courts in
 16 Wisconsin shall be resolved in the applicable small claims courts. Any other disputes or claims, including those involving the scope or
 17 applicability of this agreement to arbitrate, shall be determined by binding arbitration under this agreement. Arbitration shall be held in the
 18 Wisconsin county where the brokerage services were rendered or in any other mutually agreed location, and shall be administered under
 19 the arbitration services of Resolute Systems, LLC, pursuant to Resolute Systems, LLC Commercial Arbitration Rules
 20 (<https://resolutesystems.com/advocate/ADR/COMMARBrules.pdf>), before a single arbitrator, or by any other rules or arbitrator as
 21 mutually agreed. Time for seeking remedy under arbitration shall be limited to the period of any applicable statute(s) of limitation under
 22 Wisconsin law as would be applied by Wisconsin courts to each specific type of action(s) or claim(s). Each party shall be responsible for
 23 its own costs and fees, except costs and fees of the arbitrator will be split equally. The arbitrator is not authorized to award or shift costs
 24 or fees from one party to the other. Judgment on the Award may be entered in any court having jurisdiction. Neither party to this Listing
 25 Agreement shall be entitled to join or consolidate claims or disputes by or against others, or to include in any arbitration any claim or
 26 dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in any private attorney
 27 general capacity.

28 **Fair Housing/Buyer Letters:** Sellers acknowledge Fair Housing concerns if buyers submit so-called "Buyers Letters" which go beyond
 29 buyers saying how they like the Property, etc., and include description of the buyers' personal characteristics, implicitly or explicitly
 30 suggesting sellers should favor them for who they are. The concern is that introduction of such factors may intentionally or unintentionally
 31 trigger conscious or unconscious biases or preferences and may lead to discrimination or appearance of discrimination. Seller
 32 understands and agrees Agent and Firm will not be asked to solicit, evaluate, or advise about any such letters. Seller acknowledges
 33 potential Fair Housing issues and will consult Seller's own counsel with any legal questions about Fair Housing.

34 ☐ **Seller Commitment:** To help prevent potential violations or appearance of Fair Housing violations, Seller permits Agent to post "No
 35 Buyers Letters" in MLS, to not present such Buyers Letters if accompanying an offer, and Seller commits to disregard any such letters, if
 36 presented. If any letters are incorporated into an offer, Seller commits to disregard all non-contractual elements of any such Buyers
 37 Letter, and to consider countering-out any such letter, if countering.

38 **Property Management:** Property management services are not included. Unless expressly agreed by Firm in a separate written
 39 agreement, Seller understands that Firm is not responsible for any property management services, including but not limited to
 40 maintenance or repairs, preventive or seasonal maintenance, such as winterization or snow or ice removal, or lawn care, and Firm is not
 41 responsible for safety and security on the Property while listed.

42 **FIRPTA/Protect Sensitive Information:** The Foreign Investment In Real Property Tax Act (FIRPTA) distinguishes between "foreign" and
 43 "non-foreign" sellers. FIRPTA may require disclosure of Seller's Social Security number or Tax Identification Number (sensitive
 44 information). Seller agrees Seller will not provide, send, or copy sensitive information, or documents containing sensitive information to
 45 agents or Firm, but provide only to closing agent or qualified substitute, as defined under FIRPTA. Seller agrees agents and Firm cannot
 46 provide legal or tax advice about FIRPTA and Seller agrees to consult Seller's own counsel and/or tax adviser with questions.

47 **COVID-19 Safety Protocols:** Client agrees to abide by all applicable safety guidelines and safety protocols. See COVID-19 Advisory.

48 (x) Kayla Lindert
 49 Kayla Lindert, Village Clerk-Treasurer 10/5/2022
 50 Print Seller Name Date

51 (x) _____
 52 Print Seller Name Date

53 (x) Brad R Cook
 54 Brad R Cook 10/5/2022
 Print Agent Name Date

(x) Phillip Possehl
Phillip Possehl, Village President 10/5/2022
 Print Seller Name Date

(x) _____
 Print Seller Name Date