

**WB-36 BUYER AGENCY AGREEMENT**

1 ■ **EXCLUSIVE AUTHORITY TO ACT AS BUYER'S AGENT:** Buyer gives the Firm and its agents the exclusive right to act  
2 as Buyer's Agent to Locate an Interest in Property and to Negotiate the Acquisition of an Interest in Property for Buyer,  
3 except as excluded under lines 14-29. Buyer agrees that during the term of this Agreement, Buyer will not enter into any  
4 other agreements to retain any other buyer's agent(s), except for the excluded properties described in lines 14-29.

5 **If Buyer has contact, or has had previous contact with an owner, a firm or its agents in locating**  
6 **and/or negotiating the acquisition of an Interest in Property and Buyer's contact with those parties**  
7 **results in the Firm not collecting full compensation under this Agreement from the owner or the**  
8 **owner's agent, Buyer shall be responsible to pay any uncollected amount.**

9 ■ **PURCHASE PRICE RANGE:** \_\_\_\_\_  
10 The purchase price range provides initial search parameters, but the Firm's authority under this Agreement extends to  
11 all property within the state of Wisconsin except for those properties excluded as Excluded Properties on lines 14-17  
12 and applies to any properties under Excluded Properties Subject to a Prior Agreement on lines 18-26 and under Limited  
13 Exclusion Properties on lines 27-29, after the applicable time for the exclusion has ended.

14 ■ **EXCLUDED PROPERTIES:** Identify any specific properties or limitations on the scope of this Agreement, including  
15 geographic limitations or limitations on types of properties included under this Agreement, by excluding the following  
16 from this Agreement: \_\_\_\_\_  
17 \_\_\_\_\_.

18 ■ **EXCLUDED PROPERTIES SUBJECT TO A PRIOR AGREEMENT:** The following properties are subject to an  
19 extension of agreement term under a prior buyer agency agreement and the exclusion period shall run until the  
20 expiration of the prior firm's legal rights: \_\_\_\_\_  
21 \_\_\_\_\_.

22 **CAUTION: If Buyer does not want this Agreement to apply to properties subject to a prior agency agreement,**  
23 **Buyer should identify such properties on lines 20-21. Buyer's failure to exclude from this Agreement a property**  
24 **protected under a prior buyer agency agreement(s) may result in Buyer owing commissions under each buyer**  
25 **agency agreement. Buyer should consult prior firm(s) or Buyer's legal counsel regarding obligations under any**  
26 **prior buyer agency agreement.**

27 ■ **LIMITED EXCLUSION PROPERTIES:** The following properties are excluded from this Agreement until \_\_\_\_\_  
28 [Insert Date]: \_\_\_\_\_ . Insert additional  
29 addresses, descriptions, or date limitations, if any, at lines 272-285 or attach as an addendum per lines 286-287.

30 **COMPENSATION** The Firm's compensation for purchase, option, exchange or an effective change in ownership or  
31 control shall be: **COMPLETE AS APPLICABLE**

32 **COMMISSION:** Buyer and the Firm agree the Firm's commission shall be \_\_\_\_\_  
33 \_\_\_\_\_  
34 \_\_\_\_\_.

35 **NOTE: A Firm may not represent that the firm's services are free or available at no cost to their clients, unless**  
36 **they will receive no financial compensation from any source for those services.**

37 ■ **COMMISSION EARNED:** The Firm has earned the Firm's commission if during the term of this Agreement (or any  
38 extension of it), Buyer or any Person Acting on Behalf of Buyer acquires an Interest in Property or enters into an  
39 enforceable contract to acquire an Interest in Property, at any terms and price acceptable to owner and Buyer, regardless  
40 of the purchase price range.

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

43 ■ **COMMISSION CALCULATION:** A percentage commission shall be calculated based on the following if earned above:  
44 (i) for a purchase or option, the total consideration in the transaction, or (ii) for an exchange or an effective change in  
45 ownership or control, the fair market value of the Property in the transaction.

46 ■ **OTHER COMPENSATION:** \_\_\_\_\_  
47 \_\_\_\_\_.

48 [INSERT AMOUNTS AND TYPES OF **OTHER COMPENSATION AND FEES** (E.G., RETAINER, ADVANCE, HOURLY,  
49 ETC.) AND INDICATE WHEN DUE AND PAYABLE.]

50 **NOTE: The specific amount or rate of compensation must be objectively ascertainable (e.g., specific percentage of**  
51 **purchase price, flat dollar amount, hourly rate, etc.) Compensation may not be open-ended (e.g., buyer's firm**  
52 **compensation shall be whatever the seller is offering to the buyer).**

53 ■ **PAYMENT BY OWNER OR OWNER'S AGENT:** The Firm is hereby authorized to seek payment of commission from the  
 54 owner (e.g., seller) or the owner's agent (e.g., listing firm **such as through compensation agreements**) provided that all  
 55 parties to the transaction give prior written consent. Buyer shall pay the Firm's compensation, reduced by any amounts the  
 56 Firm receives from the owner or the owner's agent.

57 **There is no standard market commission rate. Commissions are not set by law and are fully negotiable.**  
 58 **Commissions and types of service may vary based on the firm you hire.**

59 **NOTE: The Firm cannot receive compensation for brokerage services from any source that exceeds the amount or**  
 60 **rate agreed to in this Agreement.**

61 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the  
 62 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,  
 63 the Firm shall hold and disburse earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch. REEB  
 64 18. If the transaction fails to close and the earnest money is disbursed to Buyer, then upon disbursement to Buyer the earnest  
 65 money shall be paid first to reimburse the Firm for cash advances made by the Firm on behalf of Buyer.

66 **FIRM'S DUTIES** In consideration for Buyer's agreements, the Firm and its agents agree to use professional knowledge  
 67 and skills, and reasonable efforts, within the scope of Wis. Stat. Ch. 452 and in accordance with applicable law, to assist  
 68 Buyer to Locate an Interest in Property and Negotiate the Acquisition of an Interest in Property, as applicable.

69 **COOPERATION** Buyer agrees to cooperate with the Firm and its agents and to provide them accurate copies of all  
 70 relevant records, documents and other materials in Buyer's possession or control which are required in connection with the  
 71 purchase, option, or exchange of Property. Buyer agrees to be reasonably available for showings of properties. Buyer  
 72 authorizes the Firm and its agents to do those acts reasonably necessary to fulfill the Firm's responsibilities under this  
 73 Agreement including retaining subagents. Buyer shall promptly notify the Firm in writing of the description of any Property  
 74 Buyer locates and shall inform other firms, agents, sellers, property owners, etc., with whom Buyer comes into contact that  
 75 the Firm represents Buyer as Buyer's Agent for the purpose of acquiring an Interest in Property and refer all such persons to  
 76 the Firm. Buyer shall also notify the Firm of the identity of all persons making inquiries concerning Buyer's objectives stated  
 77 in this Agreement.

#### 78 **DISCLOSURE TO CLIENTS**

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

- 81 (a) The duty to provide brokerage services to you fairly and honestly.
- 82 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 83 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,  
 84 unless disclosure of the information is prohibited by law.
- 85 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the  
 86 information is prohibited by law. (See lines 201-204.)
- 87 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your  
 88 confidential information or the confidential information of other parties. (See lines 145-164.)
- 89 (f) The duty to safeguard trust funds and other property, the firm or its agents holds.
- 90 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the  
 91 advantages and disadvantages of the proposals.

#### 92 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.** 93 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

- 94 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect  
 95 your transaction, unless you release the firm from this duty.
- 96 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse Facts.
- 97 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests  
 98 that are within the scope of the agency agreement.
- 99 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
- 100 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless  
 101 required by law, give information or advice to other parties who are not the firm's clients, if giving the information or  
 102 advice is contrary to your interests.

103 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation  
 104 relationship"), different duties may apply.

#### 105 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

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

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

115 ■ If a designated agency relationship is not authorized by you or other clients in the transaction, you may still authorize  
116 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more  
117 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,  
118 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  
121 services to more than one client in the transaction.

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

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

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

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

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

135 **SUBAGENCY**

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

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

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

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

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

- 151 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes. (See lines 201-204).
- 152 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on  
153 the property or real estate that is the subject of the transaction.

154 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that  
155 information below (see lines 157-159). At a later time, you may also provide the Firm with other information you consider  
156 to be confidential.

157 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_  
158 \_\_\_\_\_  
159 \_\_\_\_\_

160 **NON-CONFIDENTIAL INFORMATION:** The Firm and its agents have permission to disclose Buyer’s identity and financial  
161 qualification information to an owner, owner’s agents and other third parties without prior consent from Buyer, unless  
162 otherwise provided on lines 157-159. The Firm and its agents may also disclose the following: \_\_\_\_\_

163 \_\_\_\_\_  
164 \_\_\_\_\_

165 **NON-EXCLUSIVE RELATIONSHIP** Buyer acknowledges and agrees that the Firm and its agents may act for other buyers  
 166 in connection with the location of properties and may negotiate on behalf of such buyers with the owner or owner's agent. In  
 167 the event that the Firm or its agents undertake to represent and act for other buyers, the Firm and its agents shall not disclose  
 168 to Buyer, or any other buyer, any confidential information of any buyer, unless required by law.

169 **NON DISCRIMINATION** Buyer and the Firm and its agents agree that they will not discriminate based on race,  
 170 color, sex, sexual orientation as defined in Wisconsin Statutes § 111.32(13m), disability, religion, national  
 171 origin, marital status, lawful source of income, age, ancestry, family status, status as a victim of domestic  
 172 abuse, sexual assault, or stalking, or in any other unlawful manner.

173 **DISPUTE RESOLUTION** The Parties understand that if there is a dispute about this Agreement or an alleged breach,  
 174 and the Parties cannot resolve the dispute by mutual agreement, the Parties may consider alternative dispute resolution  
 175 instead of judicial resolution in court. Alternative dispute resolution may include mediation and binding arbitration.  
 176 Should the Parties desire to submit any potential dispute to alternative dispute resolution, it is recommended that the  
 177 Parties add such in Additional Provisions or in an Addendum.

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

180 **PROPERTY DIMENSIONS** Buyer acknowledges that real property dimensions, total square footage and total acreage  
 181 information provided to Buyer may be approximate due to rounding and may vary due to different formulas which can be  
 182 used to calculate these figures. Unless otherwise indicated, property dimension figures have not been verified by survey.

183 **CAUTION: Buyer should verify any property dimension or total square footage/acreage calculation which is**  
 184 **material to Buyer.**

185 **DEFINITIONS** As used in this Agreement, the following definitions apply:

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

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

- 188 1) Significantly and adversely affecting the value of the Property;
- 189 2) Significantly reducing the structural integrity of improvements to real estate; or
- 190 3) Presenting a significant health risk to occupants of the Property.

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

193 ■ **BUYER:** "Buyer" means the party executing this Agreement.

194 ■ **DEADLINES-DAYS:** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated  
 195 by excluding the day the event occurred and by counting subsequent calendar days.

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

197 ■ **INTEREST IN PROPERTY:** "Interest in Property" means a purchase, option, exchange or other acquisition interest in  
 198 Property unless specifically excluded at lines 14-29 or in additional provisions (lines 272-285) or elsewhere in this Agreement.

199 ■ **LOCATE AN INTEREST IN PROPERTY:** "Locate an Interest in Property" means to identify, evaluate, and determine  
 200 the availability of an Interest in Property sought by Buyer with the cooperation of Buyer.

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

205 ■ **NEGOTIATE THE ACQUISITION OF AN INTEREST IN PROPERTY:** "Negotiate the Acquisition of an Interest in  
 206 Property" means to assist a Buyer, within the scope of this Agreement, to ascertain terms and conditions upon which an  
 207 Interest in Property may be acquired, which may include facilitating or participating in the discussions of the terms of a  
 208 potential contract, completing appropriate contractual forms, presenting either party's contractual proposal with an  
 209 explanation of the proposal's advantages and disadvantages, or otherwise assisting Buyer in reaching an agreement to  
 210 acquire the Interest in Property sought by Buyer.

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

216 ■ **PROPERTY:** "Property" means real property located within the state of Wisconsin.

217 ■ **PROTECTED PROPERTY:** "Protected Property" means any Property that during the term of this Agreement is:

- 218 1) The subject of a written proposal by Buyer, or Person Acting on Behalf of Buyer, submitted to the Property owner  
 219 or owner's agent;
- 220 2) Viewed by Buyer, or Person Acting on Behalf of Buyer, with the owner or owner's agent, or directly negotiated for  
 221 by Buyer, or Person Acting on Behalf of Buyer. Direct negotiation means communicating with the owner or  
 222 owner's agent regarding any potential terms on which Buyer might acquire an Interest in Property; or

223 3) Located or negotiated for by the Firm or its agents, but only if the Firm or its agents deliver the description of the  
224 Property to Buyer, in writing, no later than three days after the earlier of expiration or termination (lines 234-242) of  
225 this Agreement. No written notice shall be required if the Buyer viewed the Property with the Firm or its agents.

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

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

234 **TERMINATION OF AGREEMENT** Neither Buyer nor the Firm has the legal right to unilaterally terminate this Agreement  
235 absent a material breach of contract by the other party. Buyer understands that the parties to this Agreement are Buyer and  
236 the Firm. Agents for the Firm do not have the authority to enter into a mutual agreement to terminate this Agreement, amend  
237 the compensation terms or shorten the term of this Agreement, without the written consent of the agent(s)' supervising broker.  
238 Buyer and the Firm agree that any termination of this Agreement by either party before the date stated on line 289 shall  
239 be effective by Buyer only if stated in writing and delivered to the Firm in accordance with lines 249-271 and effective by  
240 the Firm only if stated in writing by the supervising broker and delivered to Buyer in accordance with lines 249-271.

241 **CAUTION: Early termination of this Agreement may be a breach of contract, causing the terminating party to**  
242 **potentially be liable for damages.**

243 **EXTENSION OF AGREEMENT TERM** The Agreement term is extended for a period of one year as to any Protected  
244 Property under this Agreement. Upon receipt of written request from Buyer or a firm that has a new buyer agency  
245 agreement with Buyer, the Firm agrees to promptly deliver to Buyer a written list of those Protected Properties known by  
246 the Firm and its agents to which the extension period applies. Should this Agreement be terminated by Buyer prior to the  
247 expiration of the term stated in this Agreement, this Agreement shall be extended for Protected Properties, on the same  
248 terms, for one year after the Agreement is terminated (lines 234-242).

249 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Agreement, delivery of  
250 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at  
251 lines 252-271.

252 (1) **Personal Delivery:** giving the document or written notice personally to the party, or the party's recipient for delivery if  
253 named at line 254 or 255.

254 Buyer's recipient for delivery (optional): \_\_\_\_\_

255 Firm's recipient for delivery (optional): \_\_\_\_\_

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

257 Buyer: (\_\_\_\_\_) \_\_\_\_\_ Firm: (\_\_\_\_\_) \_\_\_\_\_

258  (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a  
259 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 254 or  
260 255, for delivery to the party's delivery address at line 264 or 265.

261  (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the  
262 party, or to the party's recipient for delivery if named at line 254 or 255, for delivery to the party's delivery address at line  
263 264 or 265.

264 Delivery address for Buyer: \_\_\_\_\_

265 Delivery address for Firm: \_\_\_\_\_

266  (5) **Email:** electronically transmitting the document or written notice to the party's email address, if given below at  
267 line 270 or 271. If this is a consumer transaction where the property being purchased or the sale proceeds are used  
268 primarily for personal, family or household purposes, each consumer providing an email address below has first  
269 consented electronically as required by federal law.

270 Email address for Buyer: \_\_\_\_\_

271 Email address for Firm: \_\_\_\_\_

272 **ADDITIONAL PROVISIONS** \_\_\_\_\_

273 \_\_\_\_\_

274 \_\_\_\_\_

275 \_\_\_\_\_

276 \_\_\_\_\_

277 \_\_\_\_\_

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279 \_\_\_\_\_

280 \_\_\_\_\_  
281 \_\_\_\_\_  
282 \_\_\_\_\_  
283 \_\_\_\_\_  
284 \_\_\_\_\_  
285 \_\_\_\_\_

286 **ADDENDA** The attached \_\_\_\_\_  
287 \_\_\_\_\_ is/are made a part of this Agreement.

288 **TERM OF THE AGREEMENT** From the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ up  
289 to and including midnight of the \_\_\_\_\_ day of \_\_\_\_\_.  
290 Notwithstanding lines 288-289, the Firm and Buyer agree that this Agreement (shall) (shall not) **STRIKE ONE** ("shall" if  
291 neither is stricken) end when Buyer acquires an Interest in Property.

**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.**

304 **■ BY SIGNING BELOW, BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND HAS READ**  
305 **ALL 6 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS INCORPORATED INTO THIS**  
306 **AGREEMENT.**

307 (x) \_\_\_\_\_  
308 Buyer's Signature ▲ Print Name ► Date ▲

309 (x) \_\_\_\_\_  
310 Buyer's Signature ▲ Print Name ► Date ▲

311 (x) \_\_\_\_\_  
312 Buyer's Signature ▲ Print Name ► Date ▲

313 (x) \_\_\_\_\_  
314 Buyer's Signature ▲ Print Name ► Date ▲

315 \_\_\_\_\_  
316 Buyer Entity Name (if any) ▲

317 (x) \_\_\_\_\_  
318 Authorized Signature ▲ Date ▲  
319 Print Name & Title ►

320 \_\_\_\_\_  
321 Firm Name ▲

322 (x) \_\_\_\_\_  
323 Agent's Signature ▲ Print Name ► Date ▲