



**NOTICE TO PROSPECTIVE REAL ESTATE PURCHASER**

**NOTE: The purpose of this notice is to acquaint prospective real estate Purchasers with common or suggested practices within the real estate industry and to provide notice to prospective real estate Purchaser of the affiliated business relationships of the broker.**

**ATTORNEY** First Weber Group always recommends to a prospective Purchaser the use of an attorney to represent the Purchaser throughout the transaction. All agreements relating to the purchase or sale of real estate are required to be in writing.

**INSPECTION** First Weber Group always recommends that the prospective Purchaser have the property being purchased inspected by a qualified inspector (example: a professional engineer or State of Wisconsin Certified Home Inspector). Purchaser is legally obligated to perform a reasonably vigilant inspection of the property. This means that Purchaser may not be able to hold Seller or Broker liable for failure to disclose defects that are readily observable. The inspection should cover all applicable parts of the property, such as: structural, mechanical, heating, electrical, plumbing, wells, and septic systems, etc. The Purchaser is encouraged to order their own inspection. If the Purchaser uses the recommendations of the Broker in ordering a third party inspection, the Purchaser will hold the Broker harmless for negligent acts of the third party.

NOTE: The Purchaser should understand that the Broker is a marketing agent and not necessarily an expert in construction, etc. **The Broker does not warrant the condition of the property being purchased.** However, the Broker is obligated to disclose any and all facts known to the Broker which may materially affect the property.

**TOTAL SQUARE FOOTAGE** Purchaser acknowledges that total square footage figures are approximate because of rounding of room measurements. Furthermore, total square footage figures vary dependent upon the formula used to calculate the total. If total square footage is material to Purchaser's decision to purchase, Purchaser agrees to independently verify the property's total square footage.

**HOME WARRANTY** Home warranty programs are available, at the sole discretion and option of the Purchaser or Seller. These warranties cover certain components of the property for a term of approximately one (1) year from the date of closing; and may be purchased by either the Purchaser, or by the Seller for the benefit of the Purchaser. (See attached Notice of Affiliated Business Arrangement Disclosure.)

**MLS** First Weber Group is associated with the South Central Wisconsin MLS Corporation. First Weber Group assumes the information provided by the MLS is current but does not guarantee or assume responsibility for its accuracy. **Items or elements of concern to the Purchaser, such as room size, type of electric service, insulation, etc., should be verified by the Purchaser.**

**FINANCING** Brokers may and often do recommend a financial institution when the Purchaser is in need of a mortgage. This practice is a courtesy and in no way implies an agency relationship with any particular financial institution nor does the Broker take responsibility for the type or terms of the mortgage selected by the Purchaser. The type of mortgage and the choice of lender is at the Purchaser's sole option and discretion. (See attached Notice of Affiliated Business Arrangement Disclosure.)

**TITLE INSURANCE/ABSTRACT OF TITLE** After a Contract of Sale has been negotiated, First Weber Group will facilitate the closing by arranging for a title company to write a title insurance policy or update the abstract as called for in the Contract of Sale. In the absence of written direction from the Seller, First Weber Group shall select the title company. The cost of the title policy is customarily paid by the Seller. (See attached Notice of Affiliated Business Arrangement Disclosure.)

**FEDERAL LEAD BASED PAINT DISCLOSURE RULE** The federal disclosure rules specifically require that sellers and landlords of most residential housing built before 1978 must: 1) disclose the presence of known LBP; 2) provide Buyers and tenants with any available records or reports about any LBP present in the housing; and 3) provide Buyers and tenants with a federally-approved lead hazard information pamphlet. Offers to purchase and leases must contain disclosures and acknowledgments. Buyer has the right to include a contingency in the offer to purchase giving the Buyer the opportunity to inspect for LBP. Finally, real estate agents must ensure compliance with these requirements.

The new rules do not require that any testing be conducted for LBP, nor do they require the removal of such paint or hazards. The rules also do not affect the validity of offers to purchase or leases if the parties or agents fail to comply with the federal rule requirements.

**FLOOD PLAINS/WETLANDS** Buyer is aware that the flood plain and wetland maps referred to in the offer lack detail, are difficult to interpret, and may not be accurate. Buyer is encouraged to personally examine such maps or consult with appropriate government officials to verify their accuracy or applicability, if such information is material to Buyer's decision to purchase. If Buyer's lender requires flood plain insurance, Buyer agrees to pay the cost of the flood plain insurance.

**EQUAL OPPORTUNITY** All associates of First Weber Group are committed to give equal service to all as provided by law.

**SEX OFFENDER DISCLOSURE** 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.

\_\_\_\_\_  
Buyer's Initials

(Revised 6/01)

**DISCLOSURE OF REAL ESTATE AGENCY**

This is a disclosure of the duties a real estate Broker owes to all parties in a real estate transaction under Wisconsin law and the duties owed to the Broker's clients in the transaction. This form also provides each party an area to identify information the party would wish to keep confidential in the transaction.

**DUTIES TO ALL PARTIES** Wisconsin Statute section 452.133(1) states that in providing brokerage services to a party to a transaction (including both clients and customers), a Broker shall do all of the following:

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

**DUTIES TO A CLIENT** Wisconsin Statute section 452.133(2) states that in addition to his or her duties, a Broker providing brokerage services to his or her client shall do all of the following:

- (a) Loyal represent the client's interests by placing the client's interest ahead of the interests of any other party, unless loyalty to a client violates the Broker's duties outlined above or Wis. Stats. sec. 452.137(2) (duties to all clients in multiple representation situations).
- (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 or discoverable by the client through reasonably vigilant observation, except for confidential information and other information, the disclosure of which is prohibited by law.
- (c) Fulfill any obligation required by the agency agreement, and any order of the client that is within the scope of the agency agreement that are not inconsistent with another duty that the Broker has under this chapter or any other law.

**CONFIDENTIALITY NOTICE TO CLIENTS AND CUSTOMERS** A BROKER IS REQUIRED TO MAINTAIN THE CONFIDENTIALITY OF ALL INFORMATION GIVEN TO THE BROKER IN CONFIDENCE AND OF ALL INFORMATION OBTAINED BY THE BROKER THAT HE OR SHE KNOWS A REASONABLE PARTY WOULD WANT TO BE KEPT CONFIDENTIAL, UNLESS THE INFORMATION IS REQUIRED TO BE DISCLOSED BY LAW. THE FOLLOWING INFORMATION IS REQUIRED TO BE DISCLOSED BY LAW:

- 1) MATERIAL ADVERSE FACTS AS DEFINED IN SECTION 452.01(5g) OF THE WISCONSIN STATUTES.
- 2) ANY FACTS KNOWN BY THE BROKER THAT CONTRADICT ANY INFORMATION INCLUDED IN A WRITTEN INSPECTION REPORT ON THE PROPERTY OR REAL ESTATE THAT IS THE SUBJECT OF THE TRANSACTION.

TO ENSURE THAT THE BROKER IS AWARE OF WHAT SPECIFIC INFORMATION YOU CONSIDER CONFIDENTIAL, YOU MAY LIST THAT INFORMATION IN THE SPACE BELOW THAT IS MARKED "CONFIDENTIAL INFORMATION." AT A LATER TIME, YOU MAY ALSO PROVIDE THE BROKER WITH OTHER WRITTEN NOTIFICATION OF WHAT INFORMATION YOU CONSIDER TO BE CONFIDENTIAL.

CONFIDENTIAL INFORMATION:

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

NON-CONFIDENTIAL INFORMATION: \_\_\_\_\_

**PURCHASER'S CONSENT TO MULTIPLE REPRESENTATION** If Broker has an agency agreement with more than one prospective party to the transaction, Broker may only continue to represent multiple parties to the transaction with the written consent of each client. In a multiple representation relationship (dual agency), the Broker will continue to provide the services agreed upon in the agency agreements entered into with each client. Broker will provide information and advice to all clients, but will not place the interests of any client ahead of the other. By initialing the consent to multiple representation below, the initialing purchasers indicate that they understand Broker's duties to all parties to a transaction and Broker's duties to a client and that they consent to a multiple representation relationship should one arise.

PURCHASER (~~DOES~~**DOES NOT**) [Strike One] CONSENT TO THE MULTIPLE REPRESENTATION DESCRIBED ABOVE:

\_\_\_\_\_  
Purchaser's Initials

\_\_\_\_\_  
Purchaser's Initials

\_\_\_\_\_  
Purchaser's Initials

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

BY SIGNING AND DATING BELOW, I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THAT FIRST WEBER GROUP AND Stuart Utley ARE WORKING AS:  Owner's Agent  Buyer's Agent  
Sales Associate ▲ (PRINT)

PROSPECTIVE PURCHASER(S):

1) \_\_\_\_\_ 2) \_\_\_\_\_  
Signature ▲ Date ▲ Print Name ▲ Signature ▲ Date ▲ Print Name ▲

**PLEDGE FOR QUALITY SERVICE** First Weber Group enjoys an enviable reputation for quality service in its commitment to all clients and customers. For this reason all clients and customers are encouraged to direct any concerns to one of our officers:  
James R. Imhoff, Jr., Chairman/CEO, (608) 833-3355 Robert R. Weber, President, (608) 274-7500

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE  
NOTICE

To Buyer: \_\_\_\_\_

From: First Weber Group

Date: \_\_\_\_\_

This is to give you notice that First Weber Group has a business relationship with Universal Home Protection (40% ownership), Shelter Mortgage Company LLC, D/B/A Guaranty Mortgage (25% ownership), Preferred Title (40% ownership), Wisconsin River Title (50% ownership), Central Dodge Title (36%) and Land Title and Closing Services, LLC (20%). Because of this relationship, this referral may provide First Weber Group a financial or other benefit.

Set forth below is the estimated charge or range of charges by the listed service providers for the settlement services listed.

<u>Service Provider</u>	<u>Estimated Charges</u>
Universal Home Protection	\$345 to \$1,000 depending on size, price, and number of units.
Shelter Mortgage Company LLC, D/B/A Guaranty Mortgage	\$295 to \$2,500 depending on the offer and size of mortgage.
Preferred Title Wisconsin River Title Central Dodge Title Land Title and Closing Services, LLC	\$150 to \$1,500 depending on the price of the house being sold, whether the policy is a new or reissue policy, and other factors.*

\* Should your purchase be for cash, not involving a mortgage, or should it involve a land contract, the title company has a customary fee of \$100 to \$300 as a closing fee to the buyer.

**NOTICE OF ADDITIONAL AFFILIATED BUSINESS** The purchaser understands that some shareholders of First Weber Group have a financial interest in Princeton Custom Homes (including its subsidiaries) and Norwood Custom Homes (including its subsidiaries). Additionally, some shareholders of First Weber Group may have financial interest in certain subdivision developments from time to time with additional disclosures by these shareholders required to be made at the time of purchase.

You are NOT required to use the listed service providers as a condition for your purchase, sale, or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

**ACKNOWLEDGEMENT:**

I/we have read this disclosure form, and understand that First Weber Group is referring me/us to purchase the above described settlement services from the listed service providers and may receive a financial or other benefit as the result of this referral.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

(Revised 6/01)