

Why do we have OSL rules?

- State regulation v. federal
- Jurisdiction (service of process)
- State policies (trust account rules; statute of limitations; approved forms, discipline)

Alternatives:

- Referral fees
- Multi state licensing

Options

- Physical presence (Wisconsin's former rule – all work done outside the state – similar to auction rule)
- Cooperative (enter state with an in state broker cooperating)
- Turf (can never broker an in state deal)

How does a broker determine compliance?

Confirm legal existence (DFI)

Confirm license (DSPS)

Confirm “regularly engaged” in real estate practice

Penalty

Role of CARW

New OSL option for buyer/tenant reps.

FAQ: Practice by Out-of-State Licensees (OSL)

1. How does Wisconsin's Out-of-State license (OSL) law impact how I interact with OSL brokers?

The legislation offers the opportunity in different situations for a Wisconsin firm to either:

- a. enter into a referral arrangement with the OSL
- OR
- b. enter into a cooperative agreement with the OSL

2. How will the OSL law affect my current business and transactions?

The intent is to position the Wisconsin firm an opportunity to stay at the helm of the transaction while offering flexibility as to the choices to the Wisconsin firm. Each Wisconsin firm decides if they want to cooperate with OSLs or not.

3. Are there different types of Wisconsin OSL laws?

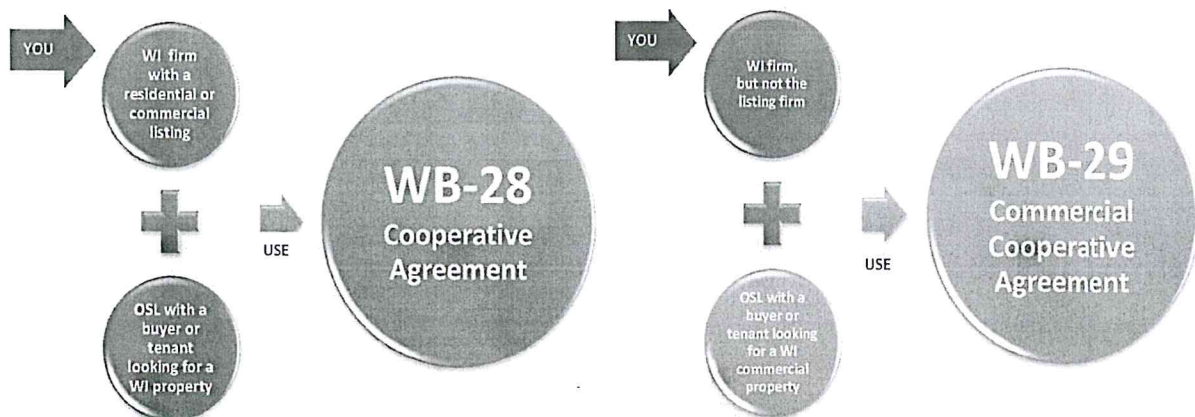
Yes. In January 2015, the law created a voluntary option that permitted a Wisconsin listing firm to allow an OSL to provide limited brokerage services in Wisconsin. See Wis. Stat. § 452.137(2)(ag).

In December 2017, Wisconsin further modified its OSL cooperation law to allow Wisconsin firms to cooperate with OSLs working with or representing a buyer/tenant. This modification permits cooperation between a Wisconsin firm and OSL when the Wisconsin firm does not have the property listed or when the OSL wants to cooperate with a Wisconsin firm other than the Wisconsin listing firm. This provision of the law is limited to commercial transactions only. See Wis. Stat. § 452.137(2)(am).

Remember cooperation by a Wisconsin firm is voluntary. See Question 1.

4. What form do I use to cooperate with an OSL?

- WB-28 Cooperative Agreement: When a Wisconsin firm has a listing and wishes to cooperate with an OSL. This option is currently available for all types of transactions. A separate WB-28 must be entered into for each listing for which the Wisconsin firm wants to cooperate with an OSL.
- WB-29 Commercial Cooperative Agreement: When a Wisconsin firm that does not have a listing wishes to cooperate with an OSL who has a buyer/tenant wanting to rent or purchase Wisconsin commercial property. This option is available for commercial transactions only. A separate WB-29 must be entered into for each "project" for which the OSL's buyer/tenant wishes to purchase or rent property.



A Wisconsin firm wishing to cooperate with an OSL must use the correct WB Cooperative Agreement.



FAQ: Practice by Out-of-State Licensees (OSL)

5. **How does Wisconsin OSL cooperation law define commercial transaction?**
Under the OSL cooperation law, commercial transactions are transactions concerning any property other than any real property containing one to four dwelling units or real property zoned for agricultural use. Further, commercial transactions do not include transactions concerning a dwelling unit that is a part of real property containing more than four dwelling units and that is being sold on a unit-by-unit basis, such as a residential condominium.
6. **Are there any activities an OSL can NEVER do?**
Wisconsin law prohibits an OSL from:
 - a. Listing Wisconsin property
 - b. Posting signs or otherwise promote a Wisconsin property for sale/rent in Wisconsin
7. **Who is the governing body that will cite violators of the OSL law?**
The Wisconsin REEB and the Department of Safety and Professional Services will be the regulatory bodies. To file a complaint go to <http://dsps.wi.gov/Complaints-and-Inspections/Professions-Complaints/>.
8. **What are the consequences for brokers who violate the OSL law?**
Wis. Stat. § 452.137(5)(b) provides that, any person who violates the OSL law or any OSL rule promulgated by the Real Estate Examining Board may be fined, for each violation, not more than the greater of the following:
 1. Five thousand dollars.
 2. For a sales transaction, 1 percent of the purchase price of the property subject to the cooperative agreement.
 3. For a lease or rental transaction, 1 percent of the total lease or rental value of the property subject to the cooperative agreement.

Additionally, Wis. Stat. § 452.137(2)(f) states, that, "No person may pay an out-of state-broker a commission, money, or other thing of value for brokerage services unless the out-of-state broker is a party to a cooperative agreement with a licensed broker." Arguably, "no person" may include a Wisconsin broker, a seller, a title company, a closing attorney, and therefore any of those entities or individuals would be violating the law unless the out-of-state broker has entered into a cooperative agreement with a Wisconsin broker.

9. **Who is responsible for paying penalties if found in violation of the Law?**
As noted in Question 8, Wis. Stat. § 452.137(2)(f), states that no person may pay an OSL broker a commission unless the OSL broker has entered into a cooperative agreement with a Wisconsin firm. Therefore, anyone who violates Wis. Stat. § 452.137 will be fined for each violation \$5,000 or 1% of the purchase price of the property or total lease or rental value of the property.

Wisconsin Department of Financial Institutions

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Information we have...	Information we do not have... The following information is not recorded in our Department:
Legal Entity Name	FEIN http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Employer-ID-Numbers-EINs
Effective Date of initial registration	Domestic LLC member names
Entity Type (Corporation, LLC, LP, etc)	Telephone numbers
Registered Agent	Sole Proprietors
Registered Office Address of record	Tradenames (DBAs) http://www.wdfi.org/Trademarks
DFI Entity ID# (not to be confused with FEIN)	WI Tax Information http://www.revenue.wi.gov/
Charter document filing History	Owners
Principal Office Address, if required by law	General Partnerships <i>*Unless a Partnership has filed a voluntary Statement of Partnership Authority</i>
Current Status (i.e. DIS-Dissolved; DLQ-Delinquent)	
Year indicator of most-recently filed annual report	

Orders for copies of Annual Reports, which contain Officer/Director information, and orders for any charter documents may be placed through our Online Order System at <https://www.wdfi.org/apps/oos>

Wisconsin Department of Financial Institutions

Strengthening Wisconsin's Financial Future

Search for:

Wisconsin Realtors Association

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Corporate Records

10 records for Wisconsin Realtors Association. (0.06 s, at 1/31/2019 1:07 PM)

ID	Entity Name / Type	Registered Effective Date	Status / Status Date
6W13976	<u>WISCONSIN REALTORS ASSOCIATION, INC.</u> 06 - Non-Stock Corporation	02/10/1925	Restored to Good Standing 03/02/1994
S045183	<u>COMMERCIAL ASSOCIATION OF REALTORS WISCONSIN, INC.</u> 06 - Non-Stock Corporation	02/23/1994	Restored to Good Standing 03/03/2008
1M11919	<u>REALTORS ASSOCIATION OF NORTHEAST WISCONSIN MULTIPLE LISTING SERVICE, INC.</u> 01 - Domestic Business	12/20/1963	Restored to Good Standing 11/19/2013
6F06759	<u>REALTORS ASSOCIATION OF NORTHEAST WISCONSIN, INC.</u> 06 - Non-Stock Corporation	12/28/1971	Restored to Good Standing 11/23/2007
R041752	<u>REALTORS ASSOCIATION OF NORTHWESTERN WISCONSIN FOUNDATION, INC.</u> 06 - Non-Stock Corporation	05/28/2004	Incorporated/Qualified/Registered 05/28/2004
6E08612	<u>REALTORS ASSOCIATION OF NORTHWESTERN WISCONSIN, INC.</u> 06 - Non-Stock Corporation	02/03/1972	Delinquent 01/01/2019
G022732	<u>REALTORS ASSOCIATION OF SOUTH CENTRAL WISCONSIN HOUSING FOUNDATION, INC.</u> 06 - Non-Stock Corporation	10/17/1989	Incorporated/Qualified/Registered 10/17/1989
6M09617	<u>REALTORS ASSOCIATION OF SOUTH CENTRAL WISCONSIN, INC.</u> 06 - Non-Stock Corporation	01/10/1925	Restored to Good Standing 02/10/2009
6S16523	<u>REALTORS ASSOCIATION OF SOUTHWEST WISCONSIN, INC.</u> 06 - Non-Stock Corporation	02/03/1972	Administratively Dissolved 03/15/2011
6W12631	<u>WESTERN WISCONSIN REALTORS ASSOCIATION, INC.</u> 06 - Non-Stock Corporation	03/13/1972	Restored to Good Standing 02/07/2017

Wisconsin Department of Financial Institutions

Strengthening Wisconsin's Financial Future

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Wisconsin Realtors Association

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Result of lookup for 6W13976 (at 1/31/2019 1:07 PM)

WISCONSIN REALTORS ASSOCIATION, INC.

You can: [File an Annual Report](#) - [Request a Certificate of Status](#) - [File a Registered Agent/Office Update Form](#)**Vital Statistics**

Entity ID 6W13976

Registered Effective Date 02/10/1925

Period of Existence PER

Status Restored to Good Standing [Request a Certificate of Status](#)

Status Date 03/02/1994

Entity Type Non-Stock Corporation

Annual Report Requirements Non-stock Corporations are required to file an Annual Report under s. 181.1622 WI Statutes.

Addresses

Registered Agent Office MICHAEL C THEO
4801 FOREST RUN ROAD STE 201
MADISON , WI 53704

[File a Registered Agent/Office Update Form](#)

Principal Office 4801 FOREST RUN RD STE 201
MADISON , WI 53704
UNITED STATES OF AMERICA

Historical Information**Annual Reports**

Year	Reel	Image	Filed By	Stored On
2018	000	0000	online	database
2017	000	0000	online	database
2016	000	0000	online	database
2015	111	1111	paper	image
2014	111	1111	paper	image
2013	111	1111	paper	image
2012	111	1111	paper	image
2011	111	1111	paper	image
2010	111	1111	paper	image
2009	111	1111	paper	image
2008	111	1111	paper	image
2007	111	1111	paper	image

2006	111	1111	paper	image
2005	111	1111	paper	image
2004	111	1111	paper	image
2003	111	1111	paper	image
2002	102	1560	paper	microfilm
2001	102	0590	paper	microfilm
2000	102	0785	paper	microfilm
1999	101	1306	paper	microfilm
1998	102	0444	paper	microfilm
1997	101	0586	paper	microfilm
1996	102	0432	paper	microfilm
1995	102	0090	paper	microfilm
1994	101	1917	paper	microfilm

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**Certificates of
Newly-elected
Officers/Directors**

None

Old Names

Change Date	Name
Current	WISCONSIN REALTORS ASSOCIATION, INC.
03/03/1994	WISCONSIN REALTORS ASSOCIATION
12/13/1962	WISCONSIN ASSOCIATION OF REAL ESTATE BROKERS

Chronology

Effective Date	Transaction	Filed Date	Description
02/10/1925	Incorporated/Qualified/Registered	02/10/1925	
11/01/1960	Restated Articles	11/01/1960	CHG REGD AGT/OFFICE
12/13/1962	Amendment	12/13/1962	NAME CHG
03/13/1972	Change of Registered Agent	03/13/1972	
02/12/1976	Change of Registered Agent	02/12/1976	
07/10/1980	Change of Registered Agent	07/10/1980	
01/01/1994	Delinquent	01/01/1994	
03/02/1994	Restored to Good Standing	03/02/1994	
03/02/1994	Change of Registered Agent	03/02/1994	FM 17 -1994
03/03/1994	Restated Articles	03/03/1994	NAME CHG, CHGS REGD OFC & PRINC OFC
12/22/2011	Change of Registered Agent	12/29/2011	FM13-E-Form

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State of Wisconsin
Department of Safety and Professional Services

Welcome to DSPS!



The Electronic Safety and Licensing Application (eSLA) is now live for the following: Delegated Agents, Dwelling Contractor Certifications, Manufactured Homes Licenses and Titling, POWTS Plan Review, Soil Certifications, Uniform Dwelling Code (UDC) Certifications, and UDC Inspection Agency Registration. Public Lookup is also live for these programs in eSLA. [Click here for more information on our new system.](#)

Every first-time eSLA user must create a new account by clicking one of the two options under the "New Users" heading on the left. Once you have created your account, you will be able to log in under the "Existing Users" heading on the right. Visit esla.wi.gov to get started.

The 2017-19 biennial budget requested that the Department of Safety and Professional Services conduct an occupational licensing study. The goal was to better understand what occupational licenses exist in Wisconsin, determine how our license requirements stack up against other states, and ensure that we maintain licenses necessary to protect the health and public safety of Wisconsin's citizens. The results of this study can be found [here](#).

The mission of the Department of Safety and Professional Services is to promote economic growth and stability while protecting the citizens of Wisconsin as designated by statute.

We have recently redesigned our website with you, the customer, in mind. Our new site features three-tier navigation and an enhanced search feature, making it easier to find what you need. If you need assistance, please visit our [Support page](#).

**PRESCRIPTION
DRUG MONITORING
PROGRAM (PDMP)**



LICENSE LOOK-UP

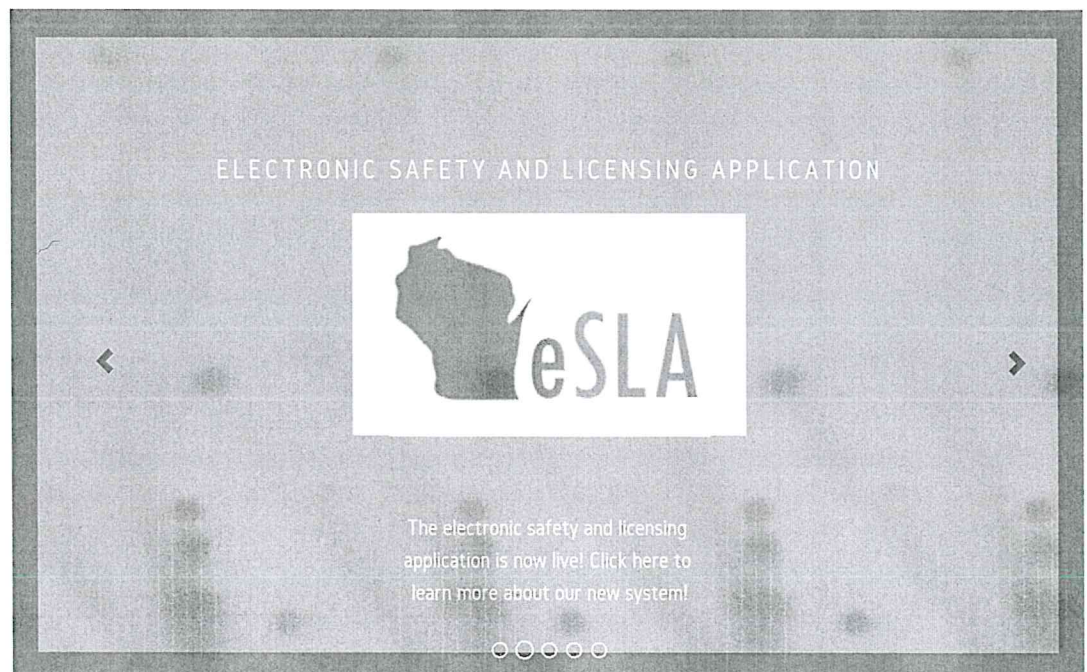


PLAN REVIEW



Frequently Visited

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- [License Monitoring](#)
- [A-Z Professions List](#)
- [Self-Service](#)
- [Prescription Drug Monitoring Program \(PDMP\)](#)
- [A-Z Programs List](#)
- [Look-Up Disciplinary Orders](#)
- [License Verifications](#)
- [Profession/Entity Specific Code](#)
- [Plan Review](#)
- [A-Z Boards & Councils List](#)
- [File a Complaint](#)
- [All Meetings Calendar](#)
- [Application Process](#)





Wisconsin Department of Safety and Professional Services

Credential/Licensing Search

Wisconsin Credential/License Search

ATTENTION: If a renewal payment is received on time, the credential/license holder is eligible to practice while the credential/license is being processed.

[Health/Business Individual Credential/License Search](#)

[Organizational Credentials/Licenses](#)

[Trades Credential/License Search](#)

[Trades Credential/License Advanced Search](#)

[Multiple Credential Search \(excludes Trades credentials\)](#)

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Send questions or comments to dsps@wisconsin.gov.



Wisconsin Department of Safety and Professional Services

Credential/Licensing Search

Wisconsin Credential/License Search

ATTENTION: If a renewal payment is received on time, the credential/license holder is eligible to practice while the credential/license is being processed.

Health/Business Individual Credential/License Search

- Select a Profession and enter a Credential/License Number OR
- Select a Profession and enter a Last Name OR
- Enter a Last Name and a First Name OR
- Enter a Last Name and a Credential/License Number

Last Name **(Hint)**

Tobin

First Name **(Hint)**

Michael

Credential/License Number **(What is this?)**

License Number

Professions **(What is this?)**

Real Estate Broker (90)

Search

Organizational Credentials/Licenses

Trades Credential/License Search

Search for an individual or company by Credential/License ID.

Specific Credential/License ID

Credential ID

Search



Wisconsin Department of Safety and Professional Services

Credential/Licensing Search

Individual Search Results

Search parameters

Last Name: Tobin
First Name: Michael
Credential/License Number:
Credential Type ID: 90

[Return to Search](#)

Total Result Count: 5

Credential/License #	Profession	Name	Location	Granted	Expiration Date
6478	REAL ESTATE BROKER	ANTHONY V TOBIN	MUSKEGO WI	07/28/1964	12/31/1992
4541	REAL ESTATE BROKER	ELIOT C TOBIN	SUN PRAIRIE WI	01/14/1969	12/31/1990
22734	REAL ESTATE BROKER	JUNE O TOBIN	APPLETON WI	10/04/1979	12/31/1992
37325	REAL ESTATE BROKER	LINDA L TOBIN	HUDSON WI	04/02/1986	12/14/2012
25270	REAL ESTATE BROKER	MICHAEL W TOBIN	WAUWATOSA WI	04/21/1981	12/14/2020

[Requirement Code Description](#)

[Return to Search](#)

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Send questions or comments to dsps@wisconsin.gov.



Wisconsin Department of Safety and Professional Services

Credential/Licensing Search

Individual Search Results - Detail

Credential/License Summary for 25270

Name: TOBIN, MICHAEL W

Profession: REAL ESTATE BROKER (90)

Credential/License Number: 25270-90

Location: WAUWATOSA WI

Credential/License Type: regular

Status: License is current (Active)

Eligible To Practice: credential license is current

Credential/License current through: 12/14/2020

Granted date: 4/21/1981

Multi-state: N

Orders: NONE

Specialties: NONE

Other Names: NONE

Wis. Stat. § 227.51(2) When a licensee has made timely and sufficient application for the renewal of a license or a new license with reference to any activity of a continuing nature, the existing license does not expire until the application has been finally acted upon by the agency, and, if the application is denied or the terms of the new license are limited, until the last day for seeking review of the agency decision or a later date fixed by order of the reviewing court.

[Requirement Code Description](#)

[Return to Search Results](#)

Consistent with The Joint Commission and NCQA standards for primary source verification. Data on this page is refreshed hourly.

Send questions or comments to dsps@wisconsin.gov.

WB-28 COOPERATIVE AGREEMENT

For cooperation with out-of-state brokers involved in purchase/lease of Wisconsin property listings

1 This agreement is made this _____ day of _____, 20_____,
2 between _____,
3 a Wisconsin licensed real estate broker (Wisconsin Firm) and _____,
4 _____, a licensed real estate broker from the state of
5 _____ (Cooperating Firm), pursuant to Wis. Stat. § 452.137, regarding cooperation
6 with respect to the following property listed by the Wisconsin Firm: _____
7 _____ [Street Address] in the _____ of
8 _____, County of _____, Wisconsin (insert
9 additional description, if any, in additional provisions at lines 75-92 or attach an addendum per line 74) (Property).

10 **NOTE: Each cooperative agreement may cover only one listing contract of the Wisconsin Firm.**

11 **COOPERATING FIRM IDENTIFICATION**

12 Name of Cooperating Firm or Sole Proprietor: _____
13 Address: _____
14 License Number: _____
15 Federal Tax ID Number: _____
16 Name of Supervising Broker: _____
17 State and License Number: _____

18 Authorized Agents may act as a salesperson in this state only if Cooperating Firm with whom they are affiliated satisfies
19 all requirements of this Agreement and Wis. Stat. § 452.137(2), and Authorized Agents work under the direct
20 supervision of Cooperating Firm and represent only Cooperating Firm in the transaction.

21 Name(s) of Authorized Agent, if any, of Cooperating Firm:

22 Name: _____ State and License Number: _____
23 Name: _____ State and License Number: _____

24 **EVIDENCE OF GOOD STANDING** Cooperating Firm and any Authorized Agents have provided Wisconsin Firm with
25 evidence, including but not limited to copies of valid license(s) in good standing, and are regularly and lawfully engaged
26 in real estate practice in their state of licensure (evidence might include a link to current online records, contact
27 information for the state licensing agency, etc.).

28 **TERMS OF COOPERATION** Cooperating Firm, and any Authorized Agents permitted by this Agreement agree(s) to
29 participate in the transaction only in the following manner:

- 30 ☐ Conduct showings in accordance with showing instructions provided by Wisconsin Firm.
31 ☐ Negotiate only through Wisconsin Firm.
32 ☐ Participate in this transaction only after a seller provided confidentiality agreement is signed.
33 ☐ Write offers, leases and other proposals.
34 ☐ Use Wisconsin-approved forms and addenda provided by Wisconsin Firm.
35 ☐ Cooperating Firm represents that it shall maintain Errors and Omissions Insurance in a dollar amount adequate
36 for the contemplated Wisconsin transaction throughout any transactions relative to this Agreement and the
37 Property.

38 Additional limitations/qualifications: _____
39 _____
40 _____
41 _____
42 _____

43 **COMPENSATION** The Cooperating Firm's compensation shall be _____
44 _____
45 _____
46 _____

47 **NOTE: No person may pay Cooperating Firm a commission, money, or other thing of value for brokerage**
48 **services except pursuant to this Agreement. For a Wisconsin Firm to legally compensate Cooperating Firm**
49 **under this Agreement, Cooperating Firm must be licensed or regularly and lawfully engaged in the real estate**
50 **brokerage business in another state, a territory or possession of the United States or a foreign country.**

51 **TRUST ACCOUNT** All client funds, as defined in Wis. Stat. § 452.13, received by Cooperating Firm or Wisconsin Firm
 52 in connection with a transaction subject to this Agreement shall be deposited in a trust account maintained by
 53 Wisconsin Firm.

54 **LEGAL COMPLIANCE** By signing this Agreement, Cooperating Firm and any Authorized Agents agree to abide by,
 55 and be subject to, Wisconsin law and the rules and regulations of the Wisconsin Real Estate Examining Board (REEB).
 56 Cooperating Firm agrees to file the irrevocable consent form and any other forms provided by the Wisconsin
 57 Department of Safety and Professional Services to evidence compliance with Wis. Stat. § 452.137.

58 **AGENCY DISCLOSURE** Wisconsin Firm may have, and Cooperating Firm does have, a responsibility to provide a
 59 written agency disclosure to all buyers, under Wis. Stat. Ch. 452.

60 **DOCUMENTATION** Cooperating Firm shall maintain the originals or copies of all documents Cooperating Firm
 61 receives, maintains, or generates in connection with any transaction regarding the Property for at least 3 years after the
 62 date of closing or completion of the transaction, or, if no closing or completion occurs, 3 years after the date on which
 63 the parties executed this Agreement. Cooperative Firm shall deposit with Wisconsin Firm, no later than the conclusion
 64 of this transaction, copies of all documents Cooperating Firm is required to maintain unless the parties to this
 65 Agreement agree in writing that Cooperating Firm is not required to do so.

66 **COOPERATING FIRM PROHIBITIONS** Because Cooperating Firm does not hold a Wisconsin Real Estate license,
 67 Cooperating Firm may not under any circumstances enter into a listing contract concerning Wisconsin real estate or
 68 businesses, or for commission, money, or other thing of value, promote or advertise in this state the sale, exchange,
 69 purchase, option, rental, or leasing of real estate or a business located in this state, including by posting signs on the
 70 property. Cooperating Firm and any Authorized Agents may not act under this Cooperative Agreement on behalf of a
 71 firm who is not a party to this Agreement.

72 **TERM** This Agreement continues as long as Wisconsin Firm's listing for the Property, including any extensions,
 73 remains in force, unless otherwise agreed in writing.

74 ☐ **ADDENDA:** The attached _____ is/are made part of this Agreement.

75 **ADDITIONAL PROVISIONS** _____

76 _____

77 _____

78 _____

79 _____

80 _____

81 _____

82 _____

83 _____

84 _____

85 _____

86 _____

87 _____

88 _____

89 _____

90 _____

91 _____

92 _____

93 The terms of this Agreement, including any addenda and additional provisions, contains the entire Agreement between

94 the Firms and shall not include terms that violate Wis. Stat. § 452.137.

95 By signing this Agreement, Cooperating Firm agrees to and attests that Cooperating Firm and Authorized
 96 Agent(s) is/are licensed in good standing or are otherwise authorized to act as a broker or salesperson in a
 97 jurisdiction other than this state. This Agreement is only valid if Cooperating Firm has provided Wisconsin Firm
 98 with evidence of licensure(s) in good standing.

99 Wisconsin Firm Name: _____

100 (x) _____

101 Wisconsin Firm's Signature ▲ Print Name ► Date ▲

102 Cooperating Firm or Sole Proprietor Name: _____

103 (x) _____

104 Cooperating Firm's Signature ▲ Print Name ► Date ▲

Wisconsin Department of Safety and Professional Services

Mail To: P.O. Box 8935
Madison, WI 53708-8935
FAX #: (608) 261-7083
Phone #: (608) 266-2112

Ship To: 1400 E. Washington Avenue
Madison, WI 53703
E-Mail: dsps@wisconsin.gov
Website: <http://dsps.wi.gov>

REAL ESTATE EXAMINING BOARD IRREVOCABLE CONSENT FOR NONRESIDENTS

Instructions: Fill out applicable section(s).

Section A – Per Wis. Stats. § 452.11, every nonresident applicant, and every resident licensee who becomes a nonresident, shall file with the Board an irrevocable consent that actions may be commenced against the applicant or licensee in the proper court of any county of the state in which a cause of action arises or in which the plaintiff resides, by the service of any process or pleading authorized by the laws of this state on the Board or any duly authorized employee. The consent shall stipulate and agree that such service is valid and binding as due service upon the applicant or licensee in all courts in this state. The consent shall be duly acknowledged and, if made by a corporation, shall be authenticated by the corporate seal.

Section B – Per Wis. Stats. § 452.137(2), an out-of-state broker who is a party to a cooperative agreement with a firm, and any out-of-state salesperson of the out-of-state broker, shall comply with the laws of this state, and the out-of-state broker shall file with the Board an irrevocable consent that actions may be commenced against the out-of-state broker in the proper court of any county in this state in which a cause of action arises or the plaintiff resides, by the service of any process or pleading authorized by the laws of this state on the Board or any duly authorized employee. The consent shall stipulate and agree that such service is valid and binding as due service upon the out-of-state broker in all courts in this state. The consent shall be duly acknowledged and, if made by a corporation, shall be authenticated by the corporate seal.

Section A: Irrevocable Consent for Nonresident Applicants and Licensees

Name of Individual or Business Entity: _____

WI License Number: _____

Address of Individual or Business Entity: (street, city, state, zip) _____

Acknowledgement:

The applicant or business representative herein, does hereby consent irrevocably that suits and actions may be commenced against the applicant in the proper court of any county in the State of Wisconsin in which a cause of action may arise or in which the plaintiff resides, by the service of any process or pleading authorized by the laws of the State of Wisconsin on the Wisconsin Department of Safety and Professional Services or any duly authorized employee thereof, and does hereby stipulate and agree that such service of such process or pleading shall be taken and held in all courts to be valid and binding as if due services had been made upon said applicant in the State of Wisconsin.

Signature of Applicant or Business Representative _____

Date _____

CORPORATE SEAL
(if applicable)

Wisconsin Department of Safety and Professional Services

Section B: Cooperative Agreement

Name of Individual or Business Entity:

WI License Number:

Address of Individual or Business Entity: (street, city, state, zip)

Name of Cooperating Firm: (Sole Proprietor Broker or Broker Business Entity)

License Number:

Address of Cooperating Firm: (street, city, state, zip)

Acknowledgement:

The sole proprietor broker or broker business representative herein, does hereby consent irrevocably that suits and actions may be commenced against the Cooperating Firm in the proper court of any county in the State of Wisconsin in which a cause of action may arise or in which the plaintiff resides, by the service of any process or pleading authorized by the laws of the State of Wisconsin on the Wisconsin Department of Safety and Professional Services or any duly authorized employee thereof, and does hereby stipulate and agree that such service of such process or pleading shall be taken and held in all courts to be valid and binding as if due services had been made upon said applicant in the State of Wisconsin.

Signature of Sole Proprietor Broker or Business Representative for Cooperating Firm

Date

CORPORATE SEAL
(if applicable)

WB-29 COMMERCIAL COOPERATIVE AGREEMENT

For cooperation with out-of-state brokers involved in purchase/lease of Wisconsin commercial properties

Use of this Agreement is limited to Commercial Transactions concerning any real property, other than real property containing 1 to 4 dwelling units or real property zoned for agricultural use. A commercial transaction does not include a transaction concerning a dwelling unit that is part of real property containing more than 4 dwelling units and that is being sold on a unit-by-unit basis.

1 This agreement is made this _____ day of _____, 20_____,
2 between _____,
3 a Wisconsin licensed real estate broker (Wisconsin Firm) and _____,
4 _____, a licensed real estate broker from the state of
5 _____ (Cooperating Firm), pursuant to Wis. Stat. § 452.137, regarding cooperation
6 with respect to property of the following type, function, location, and approximate size, and with any stated functional or
7 geographical limitation, etc. in the State of Wisconsin: _____
8 _____
9 _____
10 _____
11 _____
12 _____

13 Insert additional description, if any, in the additional provisions at lines 84-88 or attach an addendum per line 83
14 (Property).

15 **NOTE: A separate cooperative agreement shall be entered into for each type of property based on type of**
16 **function, geographic area, approximate size or other criteria specified in the buyer's or tenant's search**
17 **parameters.**

18 **COOPERATING FIRM IDENTIFICATION**

19 Name of Cooperating Firm or Sole Proprietor: _____
20 Address: _____
21 License Number: _____
22 Federal Tax ID Number: _____
23 Name of Supervising Broker: _____
24 State and License Number: _____

25 Authorized Agents may act as a salesperson in this state only if Cooperating Firm with whom they are affiliated satisfies
26 all requirements of this Agreement and Wis. Stat. § 452.137(2), and Authorized Agents work under the direct
27 supervision of Cooperating Firm and represent only Cooperating Firm in the transaction.

28 Name(s) of Authorized Agent, if any, of Cooperating Firm:

29 Name: _____ State and License Number: _____
30 Name: _____ State and License Number: _____

31 **EVIDENCE OF GOOD STANDING** Cooperating Firm and any Authorized Agents have provided Wisconsin Firm with
32 evidence, including but not limited to copies of valid license(s) in good standing, and are regularly and lawfully engaged
33 in real estate practice in their state of licensure (evidence might include a link to current online records, contact
34 information for the state licensing agency, etc.)

35 **CLIENT RELATIONSHIP** [LINE 36 OR 38 MUST BE CHECKED.]

36 ☐ The Cooperating Firm has a client relationship with the buyer or tenant and has an agency agreement, and
37 shall provide a copy to the Wisconsin Firm upon request.
38 ☐ The Wisconsin Firm has a client relationship with the buyer or tenant and has an agency agreement.

39 **TERMS OF COOPERATION**

40 **Per Wis. Stat. § 452.137, if a property is not listed with a listing firm the Wisconsin Firm must view or conduct**
41 **showings of property with the Cooperating Firm and the Wisconsin Firm must conduct all negotiations.**

42 Cooperating Firm, and any Authorized Agents permitted by this Agreement, may participate in the transaction only in
43 the following manner:

44 ■ Conduct showings of listed Wisconsin property (only when Wisconsin Firm is present) (without Wisconsin Firm
45 being present) **STRIKE ONE** ("only when Wisconsin Firm is present" if neither is stricken).

46 ■ View listed Wisconsin property (only when Wisconsin Firm is present) (without Wisconsin Firm being present)
47 **STRIKE ONE** ("only when Wisconsin Firm is present" if neither is stricken).

48 ■ Negotiate (with a seller or owner if the Property is listed) (only through Wisconsin Firm) **STRIKE ONE** ("only
49 through Wisconsin Firm" if neither is stricken).

- 50 ☐ Have contact with another firm, another firm's seller or landlord.
- 51 ☐ Write offers, leases and other proposals.
- 52 ☐ Use Wisconsin-approved forms and addenda provided by Wisconsin Firm.
- 53 ☐ Maintain Errors and Omissions Insurance throughout any transactions relative to the agreement. Cooperating
- 54 Firm represents Errors and Omissions insurance coverage in a dollar amount adequate for the contemplated
- 55 Wisconsin transaction will be maintained for any transactions relative to the Property.

56 Additional limitations/qualifications: _____

57 _____

58 _____

59 **AGENCY DISCLOSURE** The Wisconsin Firm and the Cooperating Firm may have a responsibility to provide a written

60 agency disclosure under Wis. Stat. Ch. 452.

61 **COMPENSATION** The Cooperating Firm's compensation shall be _____

62 _____

63 _____

64 **NOTE: No person may pay Cooperating Firm a commission, money, or other thing of value for brokerage**

65 **services except pursuant to this Agreement. For a Wisconsin Firm to legally compensate Cooperating Firm**

66 **under this Agreement, Cooperating Firm must be licensed or regularly and lawfully engaged in the real estate**

67 **brokerage business in another state, a territory or possession of the United States or a foreign country.**

68 **TRUST ACCOUNT** All client funds, as defined in Wis. Stat. § 452.13, received by Cooperating Firm or Wisconsin Firm

69 in connection with a transaction subject to this Agreement shall be deposited in a trust account maintained by

70 Wisconsin Firm.

71 **LEGAL COMPLIANCE** By signing this Agreement, Cooperating Firm and any Authorized Agents agree to abide by,

72 and be subject to, Wisconsin law and the rules and regulations of the Wisconsin Real Estate Examining Board (REEB).

73 **Cooperating Firm agrees to file the irrevocable consent form and any other forms provided by the Wisconsin**

74 **Department of Safety and Professional Services to evidence compliance with Wis. Stat. § 452.137.**

75 **DOCUMENTATION** Cooperating Firm shall maintain the originals or copies of all documents Cooperating Firm

76 receives, maintains, or generates in connection with any transaction regarding the Property for at least 3 years after the

77 date of closing or completion of the transaction, or, if no closing or completion occurs, 3 years after the date on which

78 the parties executed this Agreement. Cooperative Firm shall deposit with Wisconsin Firm, no later than the conclusion

79 of this transaction, copies of all documents Cooperating Firm is required to maintain unless the parties to this

80 Agreement agree in writing that Cooperating Firm is not required to do so.

81 **TERM OF THE AGREEMENT** From the _____ day of _____, _____, up to the

82 earlier of midnight of the _____ day of _____, _____, or the purchase or rental of Property.

83 ☐ **ADDENDA:** The attached _____ is/are made part of this Agreement.

84 **ADDITIONAL PROVISIONS** _____

85 _____

86 _____

87 _____

88 _____

89 The terms of this Agreement, including any addenda and additional provisions, contains the entire Agreement between

90 the Firms and shall not include terms that violate Wis. Stat. § 452.137.

91 **By signing this Agreement Cooperating Firm agrees to and attests that Cooperating Firm and Authorized**

92 **Agent(s) is/are licensed in good standing or are otherwise authorized to act as a broker or salesperson in a**

93 **jurisdiction other than this state. This Agreement is only valid if Cooperating Firm has provided Wisconsin Firm**

94 **with evidence of licensure(s) in good standing.**

95 Wisconsin Firm Name: _____

96 (x) _____

97 Wisconsin Firm's Signature ▲ Print Name ► Date ▲

98 Cooperating Firm or Sole Proprietor Name: _____

99 (x) _____

100 Cooperating Firm's Signature ▲ Print Name ► Date ▲

Wisconsin Department of Safety and Professional Services

Mail To: P.O. Box 8935
Madison, WI 53708-8935
FAX #: (608) 261-7083
Phone #: (608) 266-2112

Ship To: 1400 E. Washington Avenue
Madison, WI 53703
E-Mail: dsps@wisconsin.gov
Website: <http://dsps.wi.gov>

REAL ESTATE EXAMINING BOARD IRREVOCABLE CONSENT FOR NONRESIDENTS

Instructions: Fill out applicable section(s).

Section A – Per Wis. Stats. § 452.11, every nonresident applicant, and every resident licensee who becomes a nonresident, shall file with the Board an irrevocable consent that actions may be commenced against the applicant or licensee in the proper court of any county of the state in which a cause of action arises or in which the plaintiff resides, by the service of any process or pleading authorized by the laws of this state on the Board or any duly authorized employee. The consent shall stipulate and agree that such service is valid and binding as due service upon the applicant or licensee in all courts in this state. The consent shall be duly acknowledged and, if made by a corporation, shall be authenticated by the corporate seal.

Section B – Per Wis. Stats. § 452.137(2), an out-of-state broker who is a party to a cooperative agreement with a firm, and any out-of-state salesperson of the out-of-state broker, shall comply with the laws of this state, and the out-of-state broker shall file with the Board an irrevocable consent that actions may be commenced against the out-of-state broker in the proper court of any county in this state in which a cause of action arises or the plaintiff resides, by the service of any process or pleading authorized by the laws of this state on the Board or any duly authorized employee. The consent shall stipulate and agree that such service is valid and binding as due service upon the out-of-state broker in all courts in this state. The consent shall be duly acknowledged and, if made by a corporation, shall be authenticated by the corporate seal.

Section A: Irrevocable Consent for Nonresident Applicants and Licensees

Name of Individual or Business Entity:

WI License Number:

Address of Individual or Business Entity: (street, city, state, zip)

Acknowledgement:

The applicant or business representative herein, does hereby consent irrevocably that suits and actions may be commenced against the applicant in the proper court of any county in the State of Wisconsin in which a cause of action may arise or in which the plaintiff resides, by the service of any process or pleading authorized by the laws of the State of Wisconsin on the Wisconsin Department of Safety and Professional Services or any duly authorized employee thereof, and does hereby stipulate and agree that such service of such process or pleading shall be taken and held in all courts to be valid and binding as if due services had been made upon said applicant in the State of Wisconsin.

Signature of Applicant or Business Representative

Date

CORPORATE SEAL
(if applicable)

Wisconsin Department of Safety and Professional Services

Section B: Cooperative Agreement

Name of Individual or Business Entity:

WI License Number:

Address of Individual or Business Entity: (street, city, state, zip)

Name of Cooperating Firm: (Sole Proprietor Broker or Broker Business Entity)

License Number:

Address of Cooperating Firm: (street, city, state, zip)

Acknowledgement:

The sole proprietor broker or broker business representative herein, does hereby consent irrevocably that suits and actions may be commenced against the Cooperating Firm in the proper court of any county in the State of Wisconsin in which a cause of action may arise or in which the plaintiff resides, by the service of any process or pleading authorized by the laws of the State of Wisconsin on the Wisconsin Department of Safety and Professional Services or any duly authorized employee thereof, and does hereby stipulate and agree that such service of such process or pleading shall be taken and held in all courts to be valid and binding as if due services had been made upon said applicant in the State of Wisconsin.

Signature of Sole Proprietor Broker or Business Representative for Cooperating Firm

Date

CORPORATE SEAL
(if applicable)