



## ARBY'S INVESTMENT OPPORTUNITY

3210 Kinney Coulee Road N, Onalaska, WI 54650

**C|C** CLOSE CONVERSE  
Commercial Real Estate | Business Brokerage

521 Charles Street, PO Box 327, Brainerd, MN 56401 | 218-828-3334 | [www.closeconverse.com](http://www.closeconverse.com)

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3210 Kinney Coulee Road N, Onalaska, WI 54650

# Features

## Investment Opportunity.

Excellent opportunity to invest in a strong franchise fast-food tenant in Onalaska, WI - a thriving sister city to La Crosse. The property, occupied by DRM's Arby's franchise, has high daily traffic counts along the I-90 and STH 16 corridors with numerous big-box retailers nearby. DRM is the second largest Arby's franchisee, with over 92 locations throughout six midwest states.



<b>Address:</b>	3210 Kinney Coulee Road N, Onalaska, WI 54650
<b>Directions:</b>	Located in the NE quadrant of the I-90 and STH 16 intersection - Directly in front of Microtel Inn, across from Woodman's Market
<b>Lot Size:</b>	1.53 Acres (66,646.8 sq. ft.)
<b>Lot Dimensions:</b>	365.03' x 323.72' x 312.36' x 170.97'
<b>Frontage:</b>	365.03' along Kinney Coulee Road N and 323.72' along a paved turn-a-round road
<b>Building Size:</b>	3,015 sq. ft.
<b>Building Tenant:</b>	DRM, Inc.
<b>Tenant Franchise:</b>	Arby's
<b>Sale Price:</b>	\$1,750,000
<b>Cap Rate:</b>	5.09%
<b>NOI:</b>	\$89,100

*Continued on next page.*

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# Features

<b>Rent/SF:</b>	\$29.55
<b>Price/SF:</b>	\$580.43
<b>Rent Adjustments:</b>	
<b>Years 1-5:</b>	\$89,100
<b>Years 6-15:</b>	1.0% Annual Increase
<b>Lease Type:</b>	Triple Net (NNN)
<b>Lease Term:</b>	15 Years
<b>Renewal Options:</b>	Five 5-Years with 1.0% Annual Increases
<b>Lease Commencement:</b>	December 17, 2015
<b>Lease Expiration:</b>	December 14, 2030
<b>Lease Notes:</b>	No Landlord Responsibilities - Execution of DRM's Standard Lease
<b>2019 Real Estate Taxes:</b>	\$17,003.22
<b>Water &amp; Sewer:</b>	City
<b>Year Built:</b>	2015
<b>Parking:</b>	50 Paved Parking Spaces
<b>Zoning:</b>	Current: M-1 Light Industrial Proposed: B-3 Regional Business
<b>PID#:</b>	18-3625-8
<b>Legal Description:</b>	Lot One (1), La Crosse County CSM #1656051 filed in Volume 16 of Certified Survey Maps, page 81 as Document #1656051, being part of the NW 1/4 - SE 1/4 & SW 1/4 - NE 1/4, Section 11, Township 16 North, Range 7 West, City of Onalaska, La Crosse County, Wisconsin. Together with a perpetual sign easement established in Sign Easement Agreement, recorded June 3, 2015 as Document No. 1657229.

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**3210 Kinney Coulee Road N, Onalaska, WI 54650**

# Tenant Information

**Tenant: DRM, Inc.**

**Franchisee: Arby's**

DRM is a family-owned and operated company, founded in 1977. Matt and Marc Johnson, who joined the company in 1984, are President & CEO and President & COO, respectively. Matt and Marc literally grew up in fast food and brought with them the experience, talent and foresight to make DRM one of the most flexible and enjoyable places to work. "We provide the atmosphere, flexibility, opportunities for learning and growth, and feel this is what makes us the employer of choice for the right people," said Matt Johnson.

DRM strongly believes investing in image enhancement, technology and equipment is necessary to protect our markets and bring alignment to the value perceptions of consumers with Arby's. Please visit the Remodeling link on our website under Locations for more information regarding our remodels and conversions.

DRM desires to continue to develop within our markets to achieve maximum penetration and greater operational efficiency. The increased market share will increase sales and individual store profits due to economies of scale. To achieve this goal, there is a need for continued growth in the Lincoln, Des Moines, Rockford, Appleton, Green Bay, Madison and La Crosse areas. DRM has a 25-store development agreement through November 30, 2022 with Arby's for the exclusive rights in all of the above territories.

DRM currently owns and operates 92 Arby's Restaurant in six midwest states (Illinois, Iowa, Nebraska, Wisconsin, Minnesota and Missouri ) with the Corporate Office located in Omaha, Nebraska.

DRM is the 2nd largest Arby's franchisee and was the proud recipient of the following awards at the Arby's Worldwide Conventions:

2004 & 2006: President's Award (Franchisee of the Year)

2015: Serve, Refresh, Delight Award

2016: Golden A Award

2017: Silver A Award

2018: Inspiring Smiles Franchisee of the Year Award

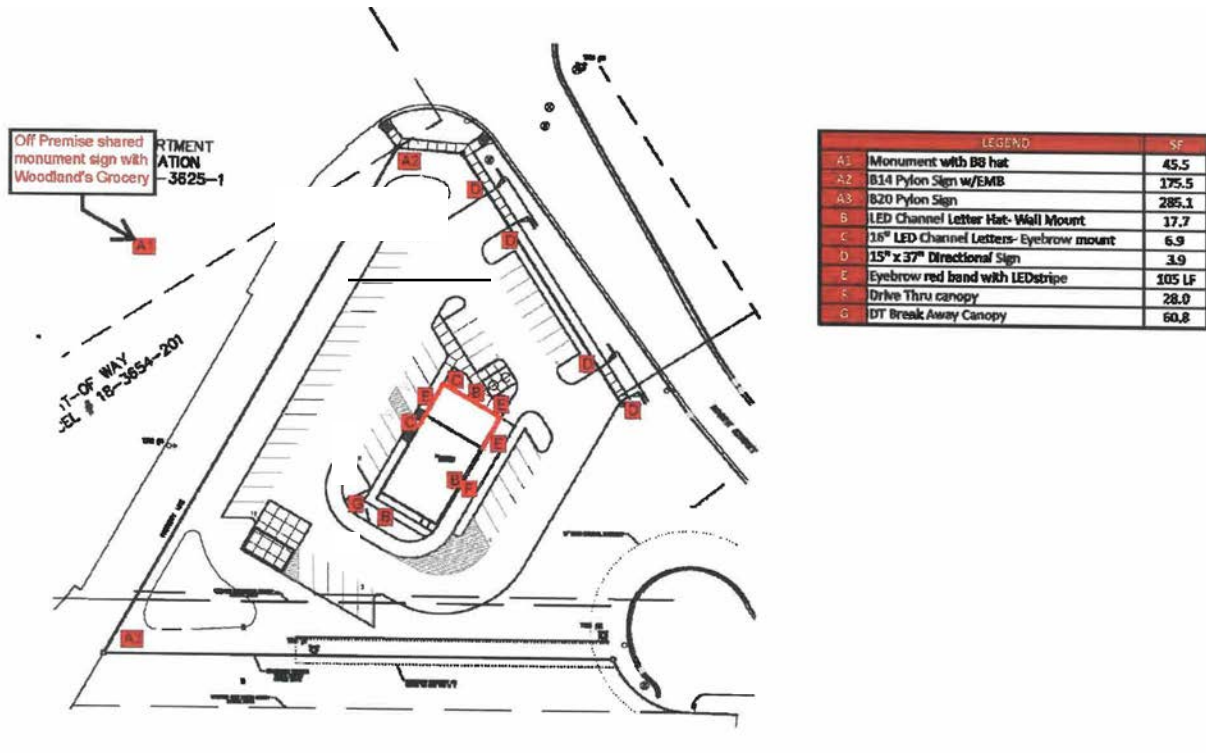
For more information on DRM, Inc., please visit their website at [www.drmarbys.com](http://www.drmarbys.com).

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# Site Plan



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# Elevation



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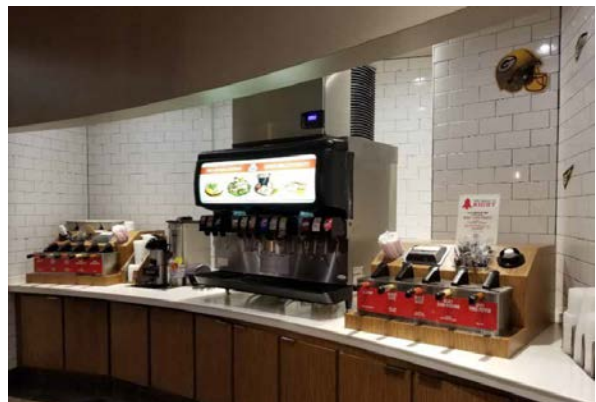
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# Photos

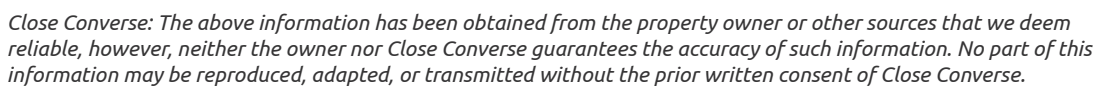


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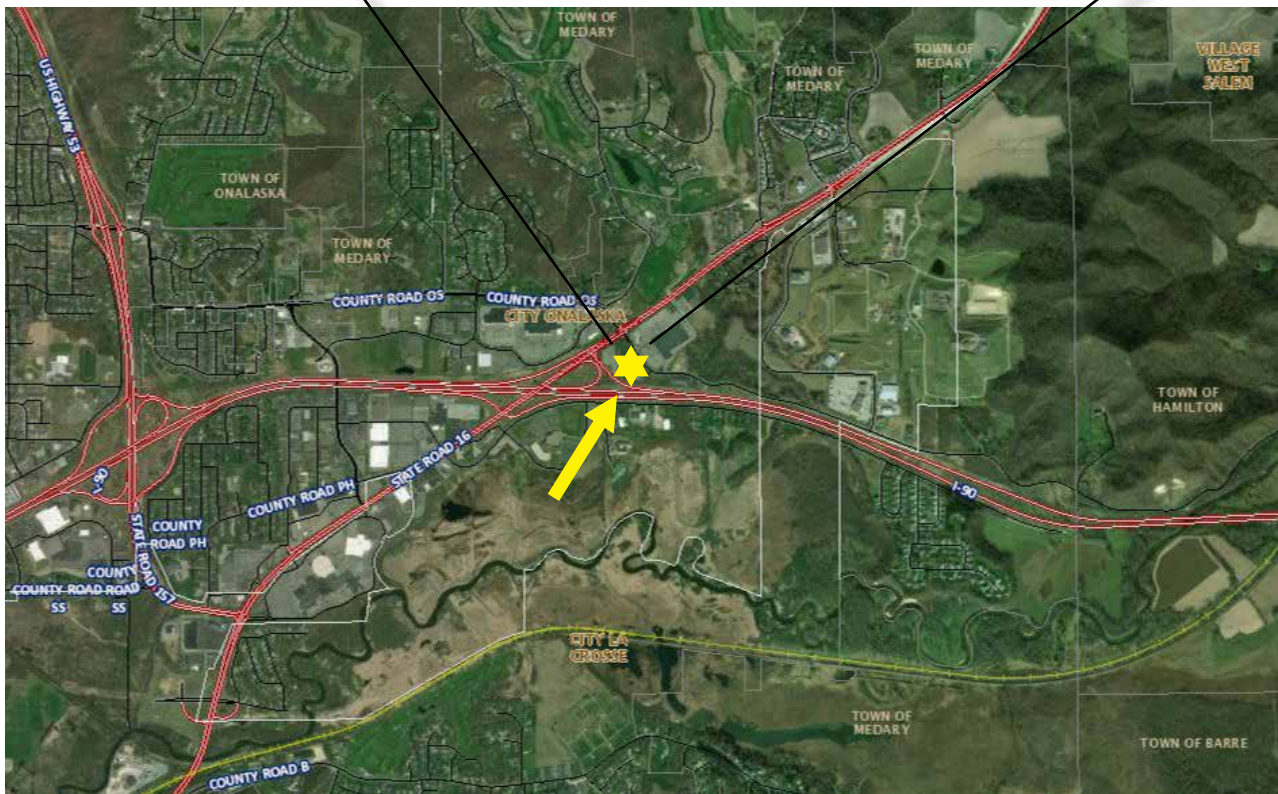
# Aerial Photo





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# Section Aerial



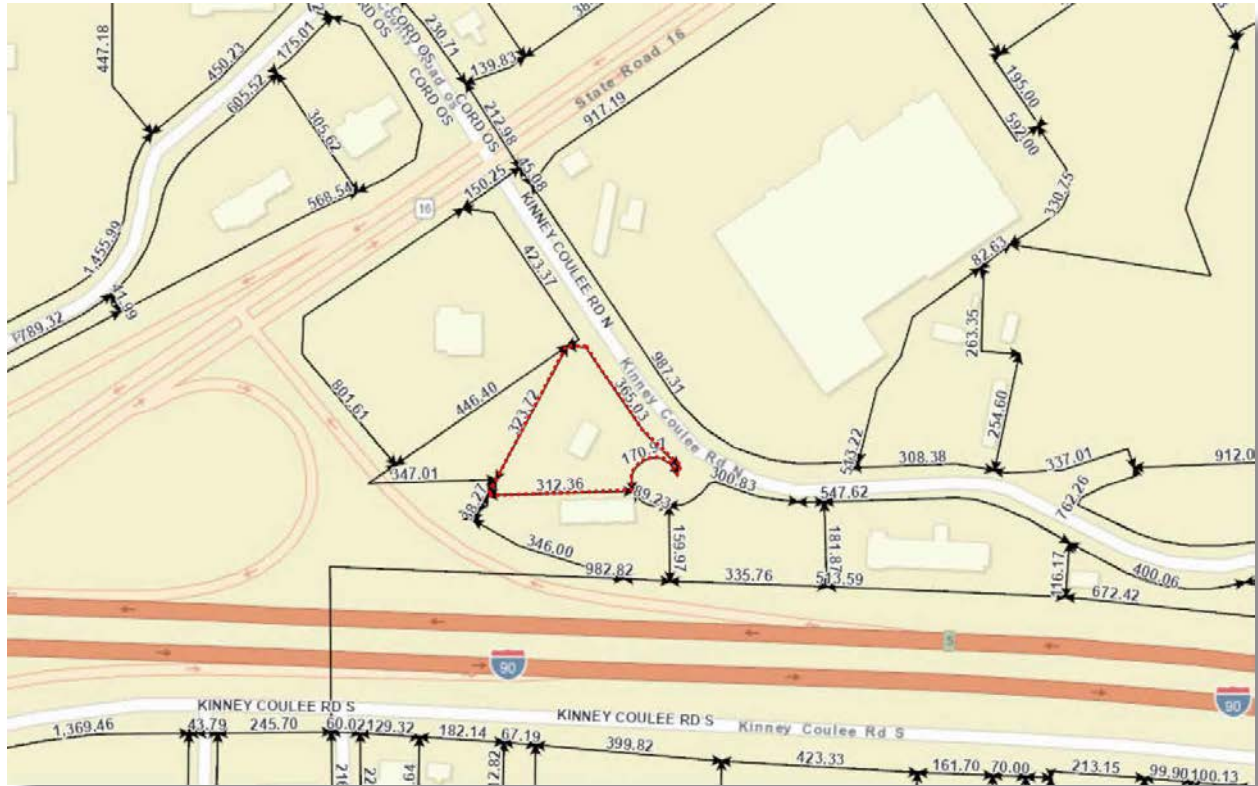
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# Site Dimensions



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# Zoning Map

## Current Zoning: M-1 Light Industrial



□ Zoning

- A1
- B1
- B2
- M1
- M2
- M3
- P1
- R1
- R160
- R2
- R4
- RMH
- TC

## Proposed Zoning: B-3 Regional Business



□ Proposed 2020 Zoning

- R-1 Low Density Residential District
- R-2 Low-Medium Density Residential District
- R-3 Medium Residential District
- R-4 High Density Residential District
- RAMH Manufactured and Mobile Home District
- B-1 Neighborhood Business District
- B-2 Community Business District
- B-3 Regional Business District
- I-1 Light Industrial District
- I-2 Heavy Industrial District
- A-1 Agricultural District
- P-1 Public and Semi-Public District
- P-2 Park and Open Space District
- MCD Medical Campus District
- MU-C Mixed Use Community District
- MU-N Mixed Use Neighborhood District

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# Zoning Description

## Current Zoning

### Sec. 13-2-14 M-1 Light Industrial District.

**a. Statement of Purposes.** The M-1 Light Industrial District is established to accommodate those uses which are of a non-nuisance type located in relative proximity to residential areas and to preserve and protect lands designated on the Comprehensive Plan for industrial development and use from the intrusion of certain incompatible uses, which might impede the development, and use of lands for industrial purposes.

**b. Permitted Uses.**

- (1) Cleaning, pressing and dyeing establishments.
- (2) Commercial bakeries.
- (3) Laboratories.
- (4) Storage and sale of machinery and equipment.
- (5) Wholesaling.
- (6) All B-1 and B-2 permitted uses. **(SEE FOLLOWING PAGE)**

Existing residences shall comply with provisions of the R-2 or R-4 Residential Districts (excluding green space requirements).

**c. Conditional Uses.** See Sections 13-5-15, 13-5-16, 13-5-17, 13-5-18, 13-5-20, and 13-5-21.

**d. Property Development Regulations.**

- (1) Building.
  - a. Height. Maximum one hundred (100) feet.
- (2) Yards.
  - a. Street. Minimum ten (10) feet.
  - b. Rear. Minimum (10) feet.
  - c. Side. None, or six (6) feet if required.
  - d. Lot Frontage. Minimum one-hundred (100) feet.

*Continued on next page.*

# Zoning Description

## **B-1 Neighborhood Business District.**

### **(a) Permitted Uses.**

- (1) Bars/Clubs.
- (2) Clinics.
- (3) Credit unions/financial institutions.
- (4) Lodges.
- (5) Motels.
- (6) Professional offices.
- (7) Restaurants.
- (8) Self-service and pickup laundry and dry cleaning establishments with less than seven (7) employees.
- (9) Tourist homes.
- (10) Personal Service Establishments.
- (11) Retail stores.
- (12) Food Businesses (groceries/confectioneries/delicatessen/food trucks/etc.)

Existing residences shall comply with provisions of the R-2 or R-4 Residential Districts (excluding green space requirements).

### **(b) Conditional Uses.** See Sections 13-5-14, 13-5-15, 13-5-16, 13-5-17, 13-5-21.

### **(c) Property Development Regulations.**

- (1) Building.
  - a. Height. Maximum forty-five (45) feet.
- (2) Yards.
  - a. Street. None, or six (6) feet if required.
  - b. Rear. Minimum ten (10) feet.
  - c. Side. None, or six (6) feet if required.

## **Sec. 13-2-13 B-2 Community Business District.**

### **(a) Permitted Uses.** All uses permitted in the B-1 Neighborhood Business District and the following:

- (1) Caterers.
- (2) Churches.
- (3) Department stores.
- (4) Fish / Meat markets.
- (5) Hotels.
- (6) Pawn shops.
- (7) Pet shops.
- (8) Printing and/or publishing.
- (9) Private clubs.
- (10) Private schools.
- (11) Radio broadcasting studios.
- (12) Trade and contractors' offices & supply stores.
- (13) Upholsters' shops.
- (14) Variety stores.

Existing residences shall comply with provisions of the R-2 or R-4 Residential Districts (excluding green space requirements).

### **(b) Conditional Uses.** See Sections 13-5-14, 13-5-15, 13-5-16, 13-5-17, 13-5-20, 13-5-21.

### **(c) Property Development Regulations.**

- (1) Building.
  - a. Height. Maximum forty-five (45) feet.
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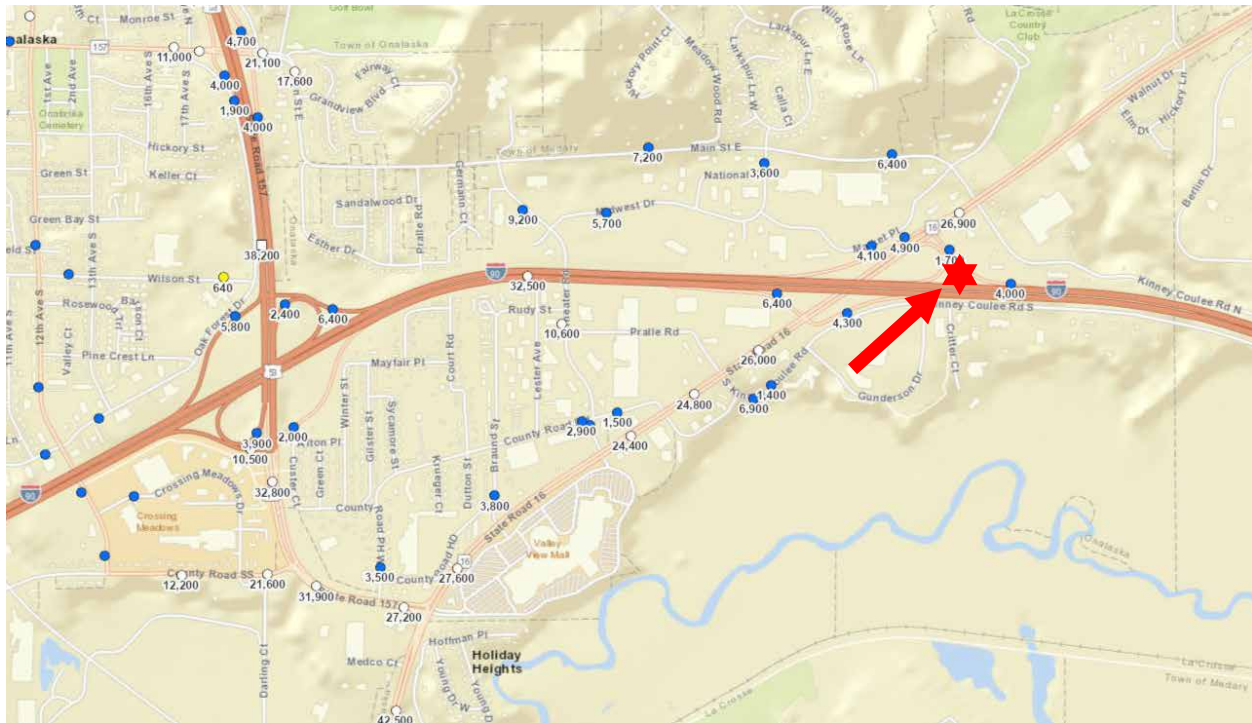


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2017 Counts from WIDOT

# Traffic Counts

**Traffic Counts:** 32,500 on Interstate 90; 26,900 on STH 16; 4,000 at Off Ramp From I-90 WB to STH 16; 1,700 at On Ramp to I-90 WB from STH 16



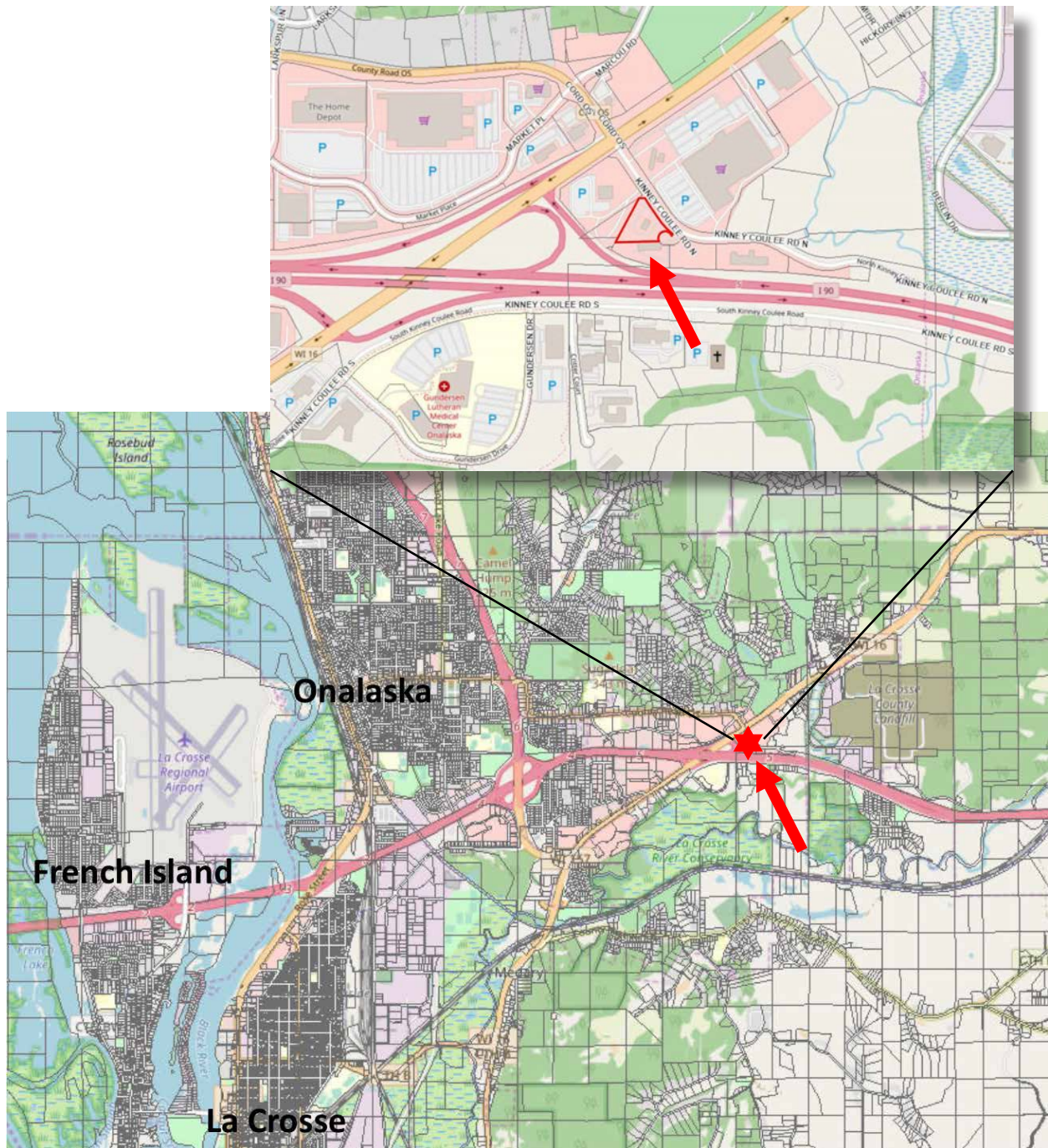
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# Location Map



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<b>2019 Population:</b>	Onalaska	18,865
	La Crosse	52,963
	La Crosse County	120,955
<b>Projected Population Growth Change 2019-2024:</b>		
	Onalaska	1.01%
	La Crosse	0.15%
	La Crosse County	0.53%
<b>Households in 2019:</b>	Onalaska	7,796
	La Crosse	21,988
	La Crosse County	48,565
<b>2019 Median Household Income:</b>	Onalaska	\$64,488
	La Crosse	\$46,107
	La Crosse County	\$58,081
<b>Crow Wing County Retail Sales in 2012:</b>		\$1,124,967,000

**Leading Employers in La Crosse County:**

EMPLOYER	INDUSTRY TYPE	# OF EMPLOYEES
Gundersen Health Systems	Health Care	6,000
Ashley Furniture Industries, Inc.	Manufacturer	3,000
Mayo Clinic Helath System	Health Care	2,994
Trane	Manufacturer	2,350
Fort McCoy	Government	2,215
County of La Crosse	Governement	1,001
UW-La Crosse	Education	1,000
School District of La Crosse	Education	988
Kwik Trip	Convenience Store	900
LHI	Health Care	850
CenturyLink	Telephone Utility	830
School District of Holmen	Education	516
City of La Crosse	Governement	478
Western Technical College	Education	454
Chart Energy & Chemicals, Inc.	Manufacturer	420
BNSF Railway Company	Rail Transport	400
Daiyland Power Cooperative	Electric Utility	400

*Continued on next page.*



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# Demographics

## Location

Onalaska is located in La Crosse County along two major thoroughfares, I-90 running east to west with direct access to Madison, and STH 16 running north to south which leads to University of Wisconsin La Crosse. Viterbo University and Western Technical College are also close by. The Valley View Mall is promoted as the largest and most modern fashion mall in western Wisconsin, with more than 80 stores and is less than a mile southwest of the subject property.

5 miles NE of La Crosse

150 miles SE of Minneapolis/St. Paul, MN

136 miles NW of Madison, WI

## Topography

Onalaska is built on a slightly elevated ridge above the Black River. Natural areas include both river bottom land and high, heavily wooded, scenic bluffs. A 7,700 acre man-made reservoir of the Mississippi River, which is at the city's western edge, is known as Lake Onalaska. Known as "The Sunfish Capital of the World", Onalaska provides many scenic views for the endless outdoor activities including fishing, golfing, canoeing, kayaking and many more. The city has 400 walking and biking trails which produce over 101 miles of adventure.

## Mayor's Welcome

Welcome to the City of Onalaska! You have found a great place to learn more about Onalaska.

Experiencing Onalaska in person is the best way to learn more about our city, but this website offers detailed information that can help residents and visitors alike. Onalaska is small enough that we can greet friends and neighbors at the grocery store, yet big enough to provide quality public services. It is surrounded by the natural beauty of the bluffs, coulees and river valleys and overlooks Lake Onalaska and the mighty Mississippi River.

Onalaska is located along a major transportation corridor, the I-90 corridor. This makes Onalaska a desirable location for local and regional businesses that in turn creates jobs for residents and attracts visitors. Onalaska offers professional public safety which yields lower crime rates and rapid responses to emergencies. We have excellent schools and value education. We pride ourselves in taking care of our infrastructure and supporting our important city services.

Onalaska has several unique public spaces that we're proud of. The Onalaska Omni Center is a multi-purpose facility and ice arena that hosts regional hockey and ice skating events as well as weddings, meetings and conventions. Our recently built Great River Landing and Dash Park ties our downtown to the waterfront and is where our city originated. Our parkland, which includes 300 plus acres of parks as well as trails to our bluff tops for those wanting to enjoy the city from a higher perspective.

All these things are important, but what really makes Onalaska our Hometown is the people. We are a community where people have settled, flourished and continued their families for generations and where lifelong residents have built businesses from nothing but an idea. As we have grown, our population has diversified and we have welcomed new families and businesses to call Onalaska their home. By working together as a community, we have successfully blended the old with the new. Whether you are passing through, or here to stay, welcome to Onalaska.

Kim Smith, Mayor  
City of Onalaska

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# Thank You

## **Thank you for considering this Close - Converse opportunity**

Close - Converse is pleased to present this real estate opportunity for your review. It is our intention to provide you with the breadth of information and data that will allow you to make an informed decision.

## **We are here to help**

Please review this package and contact us with any questions you may have. We are prepared to discuss how this property meets your needs and desires. Facts, figures and background information will aid in your decision. Should you need specialized counsel in the areas of taxation, law, finance, or other areas of professional expertise, we will be happy to work with your advisor or, we can recommend competent professionals.

## **How to acquire this opportunity**

When you have made a decision to move forward, we can help structure a proposal that covers all the complexities of a commercial real estate transaction. As seller's representatives, we know the seller's specific needs and can tailor a proposal that expresses your desires, provides appropriate contingencies for due diligence and results in a win-win transaction for all parties.

## **Agency and you**

Generally, we are retained by sellers or landlords to represent them in the packaging and marketing of their commercial, investment or development real estate. You are encouraged to review the Minnesota disclosure form "Agency Relationships in Real Estate Transactions" which is enclosed at the end of this package. If you have questions about agency and how it relates to your search for the right property, please ask us. We will answer all your questions and review the alternatives.

Should you wish to pursue this opportunity, please acknowledge your review of "Agency Relationships" by signing, dating and returning it to us.

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## Agency Disclosure

Approved by the Wisconsin Real Estate Examining Board  
7-15-17 (Optional Use Date) 88-1-17 (Mandatory Use Date)

Page 1 of 7, WB-36

**WB-36 BUYER AGENCY/TENANT REPRESENTATION AGREEMENT**

1 **EXCLUSIVE AUTHORITY TO ACT AS (BUYER'S AGENT) (TENANT'S REPRESENTATIVE) (STRIKE IF NOT)**  
2 **APPLICABLE** (if neither is stricken both apply): Client (see lines 108-109) gives the Firm and its agents the exclusive  
3 right to act as Buyer's Agent and/or Tenant's Agent to Locate an Interest in Property and to Negotiate the Acquisition of an  
4 Interest in Property for Client, except as excluded under lines 17-32 or 264-279. Client agrees that during the term of this  
5 Agreement, Client will not enter into any other agreements to retain any other buyer's agent(s) or tenant's agent(s), except  
6 for the excluded properties described in lines 17-32 or 264-279.

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

**PURCHASE PROVISIONS**

11 **IF BUYER'S AGENT is stricken on line 1, lines 12-58 do not apply.**  
12 **12 PURCHASE PRICE RANGE:**  
13 The purchase price range provides initial search parameters, but the Firm's authority under this Agreement extends to all  
14 property within the state of Wisconsin except for those properties excluded as Excluded Properties on lines 17-32, and  
15 applies to any properties under Excluded Properties Subject to a Prior Agreement on lines 21-29 and under Limited  
16 Exclusion Properties on lines 30-32 after the applicable time for the exclusion has ended.  
17 **EXCLUDED PROPERTIES:** Identify any specific properties or limitations on the scope of this Agreement, including  
18 geographic limitations or limitations on types of properties included under this Agreement, by excluding the following from  
19 this Agreement:  
20  
21 **EXCLUDED PROPERTIES SUBJECT TO A PRIOR AGREEMENT:** The following properties are subject to an  
22 extension of agreement term under a prior buyer agency agreement and the exclusion period shall run until the  
23 expiration of the prior firm's legal rights.  
24  
25 **CAUTION: IF Buyer does not want this Agreement to apply to properties subject to a prior agency agreement,**  
26 **Buyer should identify such properties on lines 23-24. Buyer's failure to exclude from this Agreement a property**  
27 **protected under a prior buyer agency agreement(s) may result in Buyer owing commissions under each buyer**  
28 **agency agreement. Buyer should consult prior firm(s) or Buyer's legal counsel regarding obligations under any**  
29 **prior buyer agency agreement.**  
30 **LIMITED EXCLUSION PROPERTIES:** The following properties are excluded from this Agreement until  
31 [Insert Date] **Insert additional**  
32 addresses, descriptions, or date limitations, if any, at lines 329-331 or attach as an addendum per lines 332-333.  
33 **COMPENSATION:** The Firm's compensation for purchase, option, exchange or an effective change in ownership or  
34 control shall be **COMPLETE AS APPLICABLE**  
35 **COMMISSION:**  
36  
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 enforceable  
39 written contract to acquire an interest in Property, at any terms and price acceptable to owner and Buyer, regardless of the  
40 purchase price range.  
41 **COMMISSION DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable at the earliest 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 FEES (E.G., RETAINER, ADVANCE, HOURLY, ETC.) AND INDICATE WHEN**  
49 **DUE AND PAYABLE.)**  
50 **PAYMENT BY OWNER OR OWNER'S AGENT:** The Firm is hereby authorized to seek payment of commission from the  
51 owner (e.g., seller) or the owner's agent (e.g., listing firm) provided that all parties to the transaction give prior written  
52 consent. Buyer shall pay the Firm's compensation, reduced by any amounts the Firm receives from the owner or the owner's  
53 agent.  
54 **EARNED MONEY:** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the  
55 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,  
56 the Firm shall hold and disburse earnest money funds in accordance with Wis. Stat. Ch. 402 and Wis. Admin. Code Ch. TRANS  
57 18. If the transaction fails to close and the earnest money is disbursed to Buyer, then upon disbursement to Buyer the earnest  
58 money shall be paid first to reimburse the Firm for cash advances made by the Firm on behalf of Buyer.

**GENERAL PROVISIONS**

59 The provisions on lines 1-10, 59-257 and 306-357 apply to buyer agency and tenant representation.  
60 **FIRM'S DUTIES:** In consideration for Client's agreements, the Firm and its agents agree to use professional knowledge  
61 and skills, and reasonable efforts, within the scope of Wis. Stat. Ch. 402 and in accordance with applicable law, to assist  
62 Client to Locate an Interest in Property and Negotiate the Acquisition of an Interest in Property, as applicable.  
63 **COOPERATION:** Client agrees to cooperate with the Firm and its agents and to provide them accurate copies of all  
64 relevant records, documents and other materials in Client's possession or control which are required in connection with the  
65 purchase, option, lease, rental, or exchange of Property. Client agrees to be reasonably available for showings of properties.  
66 Client authorizes the Firm and its agents to do those acts reasonably necessary to fulfill the Firm's responsibilities under the  
67 Agreement including retaining subagents. Client shall promptly notify the Firm in writing of the description of any Property  
68 Client locates and shall inform other firms, agents, sellers, property owners, etc., with whom Client comes into contact that  
69 the Firm represents Client as Buyer's and/or Tenant's Agent for the purpose of acquiring an interest in Property and refer all  
70 such persons to the Firm. Client shall also notify the Firm of the identity of all persons making inquiries concerning Client's  
71 objectives stated in this Agreement.  
72 **DISCLOSURE TO CLIENTS:**  
73 Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe  
74 certain duties to all parties to a transaction.  
75 (a) The duty to provide brokerage services to you fairly and honestly.  
76 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.  
77 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,  
78 unless disclosure of the information is prohibited by law. (See lines 198-201.)  
79 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the  
80 information is prohibited by law. (See lines 198-201.)  
81 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your  
82 confidential information or information of other parties. (See lines 198-199.)  
83 (f) The duty to safeguard trust funds and other property, the firm or its agents holds.  
84 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the  
85 advantages and disadvantages of the proposals.  
86 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.**  
87 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**  
88 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect  
89 your transaction, unless you release the firm from this duty.  
90 (b) The firm or one of its agents will assist you with all material facts affecting the transaction, not just Adverse Facts.  
91 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests  
92 that are within the scope of the agency agreement.  
93 (d) The firm and its agents will negotiate for you, unless you release them from this duty.  
94 (e) The firm and its agents will not place their interests ahead of yours. The firm and its agents will not, unless  
95 required by law, give information or advice to other parties who are not the firm's clients, if giving the information or  
96 advice is contrary to your interests.  
97 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation  
98 relationship"), different duties may apply.  
99 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**  
100 A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a party  
101 in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services  
102 through designated agency, which is one type of multiple representation relationship.  
103 **Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or**

104 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will act for other buyers,  
105 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.  
106 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,  
107 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal  
108 any of your confidential information to another party unless required to do so by law.  
109 **IF a designated agency relationship is not authorized by you or other clients in the transaction, you may still authorize or**  
110 **reject a different type of multiple representation relationship in which the firm may provide brokerage services to more**  
111 **than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,**  
112 **and advice which may favor the interests of one client over any other client. Under this neutral approach, the same agent**  
113 **may represent more than one client in a transaction.**  
114 **IF you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage services**  
115 **to more than one client in the transaction.**

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

116 ☐ The same firm may represent me and the other party as long as the same agent is not  
117 representing us both. (multiple representation relationship with designated agency)  
118 ☐ The same firm may represent me and the other party, but the firm may remain neutral  
119 regardless if one or more different agents are involved. (multiple representation relationship  
120 without designated agency)  
121 ☐ The same firm cannot represent both me and the other party in the same transaction. (I reject  
122 multiple representation relationship)

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

**SUBAGENCY**

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

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

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

137 **CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to the  
138 Firm or its agents in confidence, or any information obtained by the Firm and its agents that a reasonable person would  
139 want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to disclose  
140 particular information. The Firm and its agents shall continue to keep the information confidential after the Firm is no  
141 longer providing brokerage services to you.  
142 The following information is required to be disclosed by law:  
143 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 198-201).  
144 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on  
145 the property or real estate that is the subject of the transaction.  
146 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that  
147 information below (see lines 151-153). At a later time, you may also provide the Firm with other information you consider  
148 to be confidential.  
149 **CONFIDENTIAL INFORMATION:**  
150  
151  
152  
153  
154 **NON-CONFIDENTIAL INFORMATION:** The Firm and its agents have permission to disclose Client's identity and financial  
155 qualification information to an owner, owner's agents and other third parties without prior consent from Client, unless otherwise  
156 provided on lines 151-153. The Firm and its agents may also disclose the following:  
157  
158

159 **NON-EXCLUSIVE RELATIONSHIP:** Client acknowledges and agrees that the Firm and its agents may act for other buyers,  
160 or tenants in connection with the location of properties and may negotiate on behalf of such buyers or tenants with the owner or  
161 owner's agent. In the event that the Firm or its agents undertake to represent and act for other buyers or tenants, the Firm and  
162 its agents shall not disclose to Client, or any other buyer or tenant, any confidential information of any buyer or tenant, unless  
163 required by law.  
164 **NON DISCRIMINATION:** Client and the Firm and its agents agree that they will not discriminate based on race,  
165 color, sex, sexual orientation as defined in Wisconsin Statutes § 111.32(13m), disability, religion, national origin,  
166 marital status, lawful source of income, age, ancestry, family status, status as a victim of domestic abuse,  
167 sexual assault, or stalking, or in any other unlawful manner.  
168 **DISPUTE RESOLUTION:** The parties understand that if there is a dispute about this Agreement or an alleged breach,  
169 and the parties cannot resolve the dispute by mutual agreement, the parties may consider judicial resolution in court or  
170 may consider alternative dispute resolution. Alternative dispute resolution may include mediation and binding arbitration.  
171 Should the parties desire to submit any potential dispute to alternative dispute resolution it is recommended that the  
172 parties add such in Additional Provisions or in an Addendum.  
173 **PROPERTY DIMENSIONS:** Client acknowledges that real property dimensions, total square footage and total acreage  
174 information provided to Client may be approximate due to rounding and may vary due to different formulas which can be  
175 used to calculate these figures. Unless otherwise indicated, property dimension figures have not been verified by survey.  
176 **CAUTION: Client should verify any property dimension or total square footage/acreage calculation which is**  
177 **material to Client.**

**DEFINITIONS:** As used in this Agreement, the following definitions apply:  
178 **ADVERSE FACT:** An "Adverse Fact" means any of the following:  
179 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:  
180 1) Significantly and adversely affecting the value of the Property;  
181 2) Significantly reducing the structural integrity of improvements to real estate; or  
182 3) Presenting a significant health risk to occupants of the Property.  
183 (b) Information in a transaction is not able to or does not intend to meet his or her obligations  
184 under a contract or agreement made concerning the transaction.  
185 **BUYER:** "Buyer" means the party executing this Agreement in the context where the party is seeking to acquire an  
186 interest in real estate by purchase, option, exchange or any other manner other than by Rental Agreement.  
187 **CLIENT:** "Client" means the party executing this Agreement and seeking to acquire an interest in real estate by  
188 purchase, lease, rental, option, exchange or any other manner.  
189 **DEADLINE-DAYS:** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated  
190 by excluding the day the event occurred and by counting subsequent calendar days.  
191 **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.  
192 **INTEREST IN PROPERTY:** "Interest in Property" means a purchase, lease, rental, option, exchange or other acquisition of  
193 Property unless specifically excluded at lines 17-32 or 264-279 in additional provisions (lines 329-331) or elsewhere in this  
194 Agreement.  
195 **LOCATE AN INTEREST IN PROPERTY:** "Locate an Interest in Property" means to identify, evaluate, and determine  
196 the availability of the Interest in Property sought by Client with the cooperation of Client.  
197 **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such  
198 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable party,  
199 that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or affects  
200 or would affect the terms of such a contract or agreement.  
201 **NEGOTIATE THE ACQUISITION OF AN INTEREST IN PROPERTY:** "Negotiate the Acquisition of an Interest in  
202 Property" means to assist a Client, within the scope of this Agreement, to ascertain terms and conditions upon which an  
203 Interest in Property may be acquired, which includes facilitating or participating in the discussions of the terms of a  
204 potential contract, completing appropriate contractual forms, presenting either party's contractual proposal with an  
205 explanation of the proposal's advantages and disadvantages, or otherwise assisting Client in reaching an agreement to  
206 acquire the Interest in Property sought by Client.  
207 **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" means any person joined in interest  
208 with Buyer, or otherwise acting on behalf of Buyer, including but not limited to Buyer's immediate family, agents, employees,  
209 directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all corporations,  
210 partnerships, limited liability companies, trusts or other entities controlled by, affiliated with or owned by Buyer in whole or in  
211 part whether created before or after expiration of this Agreement.  
212 **PERSON ACTING ON BEHALF OF TENANT:** "Person Acting on Behalf of Tenant" means any person joined in interest  
213 with Tenant, or otherwise acting on behalf of Tenant, including but not limited to Tenant's immediate family, agents,  
214 employees, directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all  
215 corporations, partnerships, limited liability companies, trusts or other entities controlled by, affiliated with or owned by Tenant  
216 in whole or in part whether created before or after expiration of this Agreement.  
217 **PROPERTY:** "Property" means real property located within the state of Wisconsin.

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3210 Kinney Coulee Road N, Onalaska, WI 54650

# Agency Disclosure

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219 ■ **PROTECTED PROPERTY:** "Protected Property" means any Property that during the term of this Agreement is  
220 1) The subject of a written proposal by Buyer, Tenant, Person Acting on Behalf of Buyer or Person Acting on Behalf of  
221 Tenant, submitted to the Property owner or owner's agent,  
222 2) Viewed by Buyer, Tenant, Person Acting on Behalf of Buyer or Person Acting on Behalf of Tenant with the owner or  
223 owner's agent, or directly negotiated for by Buyer, Tenant, Person Acting on Behalf of Buyer or Person Acting on  
224 Behalf of Tenant. Direct negotiation means communicating with the owner or owner's agent regarding any potential  
225 terms on which Buyer or Tenant might acquire an interest in Property, or  
226 3) Located or negotiated for by the Firm or its agents, but only if the Firm or its agents deliver the description of the  
227 Property to Buyer or Tenant, in writing, no later than three days after the earlier of expiration or termination (lines  
228 243-251) of this Agreement. No written notice shall be required if the Buyer or Tenant viewed the Property with the  
229 Firm or its agents.  
230 ■ **RENTAL AGREEMENT:** "Rental Agreement" means an oral or written agreement between a landlord and tenant, for  
231 the rental or lease of a specific dwelling unit or premises, in which the landlord and tenant agree on the essential terms of  
232 the tenancy, such as rent, it includes a lease, but not an agreement to enter into a rental agreement in the future.  
233 ■ **TENANT:** "Tenant" means the party executing this Agreement in the context where the party is seeking to acquire an  
234 interest in real estate by Rental Agreement.  
235 ■ **LIEN NOTICE:** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for commissions  
236 or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial real  
237 estate, if any, that is the subject of this Agreement. "Commercial real estate" includes all real estate except (a) real  
238 property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not  
239 contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.  
240 ■ **NOTICE ABOUT SEX OFFENDER REGISTRY:** Clients may obtain information about the sex offender registry and  
241 persons registered with that registry by contacting the Wisconsin Department of Corrections on the Internet at  
242 <http://www.doc.wisconsin.gov> or by telephone at (608) 245-9530.  
243 ■ **TERMINATION OF AGREEMENT:** Neither Client nor the Firm has the legal right to unilaterally terminate this Agreement  
244 absent a material breach of contract by the other party. Client understands that the parties to this Agreement are Client and the  
245 Firm. Agents for the Firm do not have the authority to enter into a mutual agreement to terminate this Agreement, amend the  
246 compensation terms or shorten the term of this Agreement, without the written consent of the agent(s) supervising broker.  
247 Client and the Firm agree that any termination of this Agreement by either party before the date stated on line 335 shall  
248 be effective by Client only if stated in writing and delivered to the Firm in accordance with lines 300-320.  
249 The Firm only if stated in writing by the supervising broker and delivered to Client in accordance with lines 300-320.  
250 ■ **CAUTION: Early termination of this Agreement may be a breach of contract, causing the terminating party to**  
251 **potentially be liable for damages.**  
252 ■ **EXTENSION OF AGREEMENT TERM:** The Agreement term is extended for a period of one year as to any Protected  
253 Property under this Agreement. Upon receipt of written request from Client or a firm that has a new buyer agency or  
254 tenant representation agreement with Client, the Firm agrees to promptly deliver to Client a written list of those Protected  
255 Properties known by the Firm and its agents to which the extension period applies. Should this Agreement be terminated  
256 by Client prior to the expiration of the term stated in this Agreement, this Agreement shall be extended for Protected  
257 Properties, on the same terms, for one year after the Agreement is terminated (lines 243-251).

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258 ■ **RENT RANGE:** If specified, the rent range provides initial search parameters, but the Firm's authority under this Agreement extends to all  
259 property within the state of Wisconsin except for those properties excluded as Excluded Properties on lines 264-267, and  
260 applies to any properties under Excluded Properties Subject to a Prior Agreement on lines 268-271, and under Limited  
261 Exclusion Properties on lines 272-273 after the applicable time for the exclusion has ended.  
262 ■ **EXCLUDED PROPERTIES:** Identify any specific properties or limitations on the scope of this Agreement, including  
263 geographic limitations or limitations on types of properties included under this Agreement, by excluding the following from  
264 this Agreement:  
265  
266 ■ **EXCLUDED PROPERTIES SUBJECT TO A PRIOR AGREEMENT:** The following properties are subject to an  
267 extension of agreement term under a prior tenant representation agreement and the exclusion period shall run until the  
268 expiration of the prior firm's legal rights.  
269  
270 ■ **CAUTION: If Tenant does not want this Agreement to apply to properties subject to a prior agency agreement,**  
271 **Tenant should identify such properties on lines 270-271. Tenant's failure to exclude from this Agreement a**  
272 **property protected under a prior tenant representation agreement(s) may result in Tenant owing commissions**  
273 **under each tenant representation agreement. Tenant should consult prior firm(s) or Tenant's legal counsel**  
274 **regarding obligations under any tenant representation or similar agency agreement.**  
275 ■ **LIMITED EXCLUSION PROPERTIES:** The following properties are excluded from this Agreement until  
276 [Insert Date] \_\_\_\_\_ Insert additional  
277 addresses or descriptions, or date limitations, if any, at lines 320-331 or attach as an addendum per lines 332-333.  
278  
279 ■ **COMPENSATION:** The Firm's rental compensation shall be: COMPLETE AS APPLICABLE  
280  
281 ■ **COMMISSION:**  
282  
283 Any percentage commission shall be calculated based on total rent for the Rental Agreement term, unless stated  
284 otherwise.  
285 ■ **COMMISSION EARNED:** The Firm has earned the Firm's commission if during the term of this Agreement (or any  
286 extension of it), Tenant or any Person Acting on Behalf of Tenant acquires an interest in Property or enters into an  
287 enforceable Rental Agreement, at any terms and rent acceptable to owner and Tenant, regardless of the rent range.  
288 ■ **COMMISSION DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable CHECK ONE  
289 COMPLETE AS APPLICABLE  
290 ☐ Upon execution of the Rental Agreement; (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)  
291 ☐ At the commencement of the Rental Agreement term, even if the Tenant does not take occupancy, unless  
292 otherwise agreed in writing;  
293 ☐ One-half upon execution of the Rental Agreement and one-half upon occupancy;  
294  
295 ■ **PAYMENT BY OWNER OR OWNER'S AGENT:** The Firm is hereby authorized to seek payment of commission from the  
296 owner (e.g., lessor or landlord) or the owner's agent (e.g., listing firm) provided that all parties to the transaction give prior  
297 written consent. If the owner or the owner's agent does not pay the full amount due, Tenant agrees to pay any remaining  
298 balance due to the Firm.  
299 ■ **OTHER COMPENSATION:**  
300  
301  
302 [INSERT AMOUNTS AND TYPES OF FEES (E.G., RETAINER, ADVANCE, HOURLY, ETC.) AND INDICATE WHEN  
303 DUE AND PAYABLE.]  
304 ■ **TENANT QUALIFICATIONS:** Tenant agrees to pay any credit report fees or background check fees charged by the  
305 owner or the owner's agent.

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306 ■ **DELIVERY OF DOCUMENTS AND WRITTEN NOTICE:** Unless otherwise stated in this Agreement, delivery of  
307 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at  
308 lines 309-320.  
309 (1) **Personal Delivery:** giving the document or written notice personally to the party, or the party's recipient for delivery if  
310 named at line 311 or 312.  
311 Client's recipient for delivery (optional): \_\_\_\_\_  
312 Firm's recipient for delivery (optional): \_\_\_\_\_  
313 (2) **E-File:** fax transmission of the document or written notice to the following telephone number:  
314 Client: ( ) Firm: ( )  
315 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a  
316 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 311 or 312  
317 for delivery to the party's delivery address at line 321 or 322.  
318 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the  
319 party, or to the party's recipient for delivery if named at line 311 or 312, for delivery to the party's delivery address at line  
320 321 or 322.  
321 Delivery address for Client: \_\_\_\_\_  
322 Delivery address for Firm: \_\_\_\_\_  
323 (5) **E-Mail:** electronically transmitting the document or written notice to the party's e-mail address, if given below at  
324 line 327 or 328. If this is a consumer transaction where the property being purchased or the sale proceeds are used  
325 primarily for personal, family or household purposes, each consumer providing an e-mail address below has first  
326 consented electronically as required by federal law.  
327 E-Mail address for Client: \_\_\_\_\_  
328 E-Mail address for Firm: \_\_\_\_\_  
329 ■ **ADDITIONAL PROVISIONS:**  
330  
331  
332  
333 ■ **ADDENDA:** The attached \_\_\_\_\_, is/are made a part of this Agreement.  
334  
335 ■ **TERM OF THE AGREEMENT:** From the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to and including midnight of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
336 Notwithstanding lines 334-335, the Firm and Client agree that this Agreement (shall)(shall not) EXPIRE and "shall" if  
337 neither is stricken) when Client acquires an interest in Property.  
338 ■ **BY SIGNING BELOW, CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND HAS READ**  
339 **ALL 7 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS INCORPORATED INTO THIS**  
340 **AGREEMENT.**  
341 (x) \_\_\_\_\_  
342 Client's Signature ▲ Print Name ► \_\_\_\_\_ Date ▲ \_\_\_\_\_  
343 (x) \_\_\_\_\_  
344 Client's Signature ▲ Print Name ► \_\_\_\_\_ Date ▲ \_\_\_\_\_  
345 (x) \_\_\_\_\_  
346 Client's Signature ▲ Print Name ► \_\_\_\_\_ Date ▲ \_\_\_\_\_  
347 (x) \_\_\_\_\_  
348 Client's Signature ▲ Print Name ► \_\_\_\_\_ Date ▲ \_\_\_\_\_  
349  
350 Client Entity Name (if any) ▲ \_\_\_\_\_  
351 (x) \_\_\_\_\_  
352 Authorized Signature ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_  
353 Print Name & Title ► \_\_\_\_\_  
354  
355 Firm Name ▲ \_\_\_\_\_  
356 (x) \_\_\_\_\_  
357 Agent's Signature ▲ Print Name ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

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