GUIDES & ANSWERS

Understanding Real Estate Commission in Wisconsin

No standard rate. No mystery. See the dollars before you sign.

By Carter Barstad, Hometown Realty Group · Published November 2026 · Updated November 2026 · 10 min read

Quick answer: There is no standard commission rate in Wisconsin. It is printed right on the state forms: "There is no standard market commission rate. Commissions are not set by law and are fully negotiable." What you pay is whatever you and your firm agree to in writing, in the listing contract if you are selling and in the buyer agency agreement if you are buying. Since August 2024, a seller is no longer expected to cover the buyer's agent automatically, and buyer agent pay is not in the MLS. The total is normally split between the two sides. See it in dollars before you sign.

Key takeaways

- No law, rule, or MLS sets a commission rate in Wisconsin. The rate line is blank until you and your firm fill it in.
- Three documents decide who pays what: the listing contract (WB-1), the buyer agency agreement (WB-36), and the offer.
- Offers of compensation are not posted in the MLS anymore. Seller help for the buyer's agent is written into the offer.
- One survey puts the Wisconsin average total at about 5.61% for 2026. A survey average, not a rule.
- Commission is paid to the firms, not the agents, and normally at closing.
- Both forms say commission can be earned once there is an accepted contract, not only at closing.

Is there a standard commission rate in Wisconsin?

No. The state forms say it out loud. The WB-1 Residential Listing Contract, which a seller signs, and the WB-36 Buyer Agency Agreement, which a buyer signs, both carry the same note: "There is no standard market commission rate. Commissions and types of service may vary by firm. Commissions are not set by law and are fully negotiable."

The commission line on those forms is a long blank line. Nobody pre prints a percentage on it. If an agent tells you a rate is "standard," that blank line is your answer. Rates vary by firm, by property, and by the work involved.

The amount also has to be specific. Under the WB-36, buyer side compensation must be objectively ascertainable: a set percentage, flat fee, or hourly rate. It cannot be open ended, like "whatever the seller offers." And a firm cannot collect more, from all sources combined, than the agreement amount.

Who actually pays the commission now?

Selling side first: the seller signs the WB-1 and agrees to pay the listing firm a commission, at a negotiated rate, normally out of the sale proceeds at closing. That part works the way most people remember.

Buying side: the buyer signs the WB-36, which states what the buyer's firm gets paid. Here is the part people miss: the buyer is responsible for that compensation. The firm is authorized to ask the seller to pay it, and whatever the seller pays reduces what the buyer owes. If the seller pays less, or nothing, the buyer covers the rest. That is why the pay conversation happens before you tour homes.

Wisconsin adds a twist. State law, section 452.19, prohibits one firm from paying compensation to another firm, except for referral fees. A seller may offer compensation to the buyer's firm as an incentive, but is not obligated to. If the seller pays it, the WB-1 says it must be documented in the offer to purchase.

What changed in August 2024?

In August 2024, practice changes from the National Association of REALTORS settlement took effect nationwide:

- Offers of compensation to a buyer's agent can no longer be published in the MLS. A seller can still offer, but it is communicated off the MLS and negotiated deal by deal.
- A written buyer agreement is now required before an agent tours a home with a buyer, in person or live virtually. It must state the agent's compensation as a specific figure, and say commissions are fully negotiable.

Wisconsin barely had to change. We have used written buyer agency agreements since the first WB-36 in 1986, and the Wisconsin REALTORS Association notes our forms had commission blanks and negotiability language long before the settlement. What changed here is mostly the MLS piece: the number that used to sit in a listing, telling every agent what the seller would pay the buyer's side, is gone. Now it is a term of the offer.

How much is it, in real dollars?

Percentages are abstract. Dollars are not. Clever Real Estate surveyed agents in 2026 and put the average total commission in Wisconsin at about 5.61%, split about 2.87% listing side and 2.74% buyer side. That is a survey estimate, from one company's survey of 434 agents: a decent picture of the middle, not an official rate. Plenty of deals close above and below it.

Here is what percentages look like on Eau Claire prices. The median listing price here was about $332,000 in October 2026, so these examples sit in the local ballpark. Every figure is an example only, using round totals of 5% and 6%, because real rates are negotiated:

SALE PRICE	TOTAL AT 5% (EXAMPLE)	LISTING SIDE AT 2.5%	BUYER SIDE AT 2.5%	TOTAL AT 6% (EXAMPLE)
$200,000	$10,000	$5,000	$5,000	$12,000
$250,000	$12,500	$6,250	$6,250	$15,000
$300,000	$15,000	$7,500	$7,500	$18,000
$350,000	$17,500	$8,750	$8,750	$21,000

Every 1% on a $300,000 home is $3,000, so half a point is a real conversation. And the split need not be even. I split the 5% column down the middle only to keep the math clean.

What does the commission actually pay for?

Listing side: pricing, market prep, photography and listing copy, MLS exposure, showings, screening offers, negotiating, and the long stretch of inspections, appraisal, title work, and deadlines after an offer is signed. Buyer side: the search, showings, pricing advice, writing and negotiating the offer, and the same closing coordination.

Commission is paid to the brokerage firm, not directly to your agent. Firm and agent divide it under their own arrangement, and the firm's part covers overhead like insurance and compliance. So compare the work list, not just the rate.

Can I negotiate the commission?

Yes. The forms say so, in so many words. A few honest pointers:

- **Negotiate before you sign.** Once a rate is in a signed agreement, you have a contract.
- **Ask what is included.** Services vary by firm. If a firm charges less, learn what comes off the list. If it charges more, learn what is on it.
- **Talk in dollars, not just percentages.** Small percentage differences are thousands of dollars at Eau Claire prices.
- **Sellers: decide your buyer side plan at listing time.** You are not obligated to offer compensation to a buyer's firm, but it affects your buyer pool.
- **Buyers: you can ask the seller to cover your agent's compensation in your offer.** Sellers say yes, no, and "part of it" every week. Whatever they do not cover is on you under your WB-36.

Do I still owe commission if the deal falls through?

Almost nobody asks this, and the forms surprise people here. Short version: possibly, yes. It depends on the words you signed.

Both forms separate two ideas most of us blur together: when commission is earned, and when it is due. The WB-1 says the listing firm's commission is earned when, during the listing term, the seller accepts an offer that creates an enforceable contract, among other triggers. The WB-36 says the buyer's firm earns its commission when the buyer gets an accepted, enforceable contract or buys during the term. Earned happens at accepted offer, not at closing.

Then both forms say, in nearly identical words, that once earned, commission is due and payable at the earlier of closing or the date set for closing, "even if the transaction does not close, unless otherwise agreed in writing."

That last phrase is doing real work. Whether a firm pursues commission on a dead deal depends on why it died, what the parties agree to in writing when it falls apart, and the firm's policies. A deal dying on an inspection contingency in week one is a different conversation than a buyer walking away the day before closing. My point is timing, not fear: understand this language before you sign, and put any change you negotiate in writing.

One related WB-36 rule: neither side can end that agreement early just because it wants out. Ending it takes a written agreement, and the form warns early termination can be a breach with damages attached. Want a shorter term? Negotiate it before you sign.

If your deal did fall through, the companion piece, Why Your Dream Home Fell Through (And What to Do), covers what happens next.

What should I ask before I sign anything?

Five questions, asked of any agent, get you most of the way there:

1. What is your commission, in percent and in dollars on my expected price?
2. What work does that cover, and what does it not cover?
3. If I am selling, what is your advice on offering compensation to a buyer's firm, and why?
4. If I am buying, what happens with your pay if a seller offers less than my agreement says, or nothing?
5. What does my agreement say about when commission is earned, and about ending it early?

If an agent cannot answer those plainly, in numbers, that tells you something. This is a blank line, a negotiation, and a signature. Understand all three first.

My take

> The 2024 changes did not make commission cheaper or more expensive. They made it visible. For years the money moved behind the listing, and most people never really saw it. Now both sides sign a paper that says a number out loud, and that is healthier for everybody, including agents who actually earn their fee. My job in a first meeting is to put my number on the table, show you the dollars at your price, and walk the work list next to it. If the value is not there, do not sign.
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> CARTER BARSTAD

Common questions

Is 6% the required commission in Wisconsin?

No. There is no required or standard rate. Six percent is a number people remember from older deals, nothing more.

Who pays the buyer's agent now?

The buyer agency agreement makes the buyer responsible, and the firm asks the seller to pay it through the offer. Whatever the seller covers reduces what the buyer owes.

Can a seller refuse to pay anything toward the buyer's agent?

Yes. A seller may offer compensation to another firm as an incentive, but is not obligated to. It can shrink the buyer pool, since a buyer who gets no help owes their own agent out of pocket.

When is commission actually paid?

In a normal sale, at closing, through the settlement statement. The agreements also carry "due and payable" language for deals that fall apart, covered above.

Does my agent keep the whole commission?

No. It is paid to the brokerage firm, and firm and agent divide it under their own arrangement. That split is not set in the state forms.

Carter Barstad, REALTOR® · Hometown Realty Group · (715) 828-0039 · Carter@echtrg.com · Full guide library at carterbarstad.com/guides-and-answers