

**BUYER FACILITATOR
SERVICES AGREEMENT**

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2007 Minnesota Association of REALTORS®, Edina, MN

- 1. Date _____
- 2. Page 1 of _____ pages

- 3. "I" or "me" means _____ (Buyer).
- 4. "You" means _____ (Broker).
(Real Estate Company Name)

- 5. This Agreement starts on _____ and ends at 11:59 p.m. on _____.
- 6. I give You the **EXCLUSIVE** **NONEXCLUSIVE** right to provide the services specified below. I understand that
----- (Check one.) -----

7. You are not representing me as my agent and owe me no fiduciary duties other than as specified in this Agreement. I understand that confidential information about price, terms and motivation for pursuing the transaction given to You shall be kept confidential unless I instruct You in writing to disclose specific information. You shall deal honestly with all parties. You shall use reasonable efforts and professional knowledge and skill to assist me in locating or purchasing property. You shall comply with Minnesota law regarding escrow of funds related to the sale or purchase of property. You must disclose to potential purchasers all material facts as defined in MN Statute 82.22, Subd. 8, pertaining to the property, of which You are aware, which could adversely and significantly affect an ordinary purchaser's use or enjoyment of the property, or any intended use of the property of which You are aware. You may represent or work with other potential buyers for the same property before, during and after the expiration of this Agreement. Other potential buyers may consider, make offers or purchase through You the same or similar properties as I am seeking to acquire.

17. **NOTICE: IN THE EVENT A FACILITATOR BROKER OR SALESPERSON, WORKING WITH A BUYER, SHOWS A PROPERTY LISTED BY THE SAME FACILITATOR BROKER OR ANY OF ITS SALESPERSONS, PURSUANT TO AN EXCLUSIVE RIGHT TO SELL LISTING CONTRACT, THEN THE FACILITATOR BROKER OR SALESPERSON MUST ACT AS A SELLER'S BROKER. A SELLER'S BROKER MUST ACT IN THE SELLER'S BEST INTEREST. IN THAT CASE, THE BUYER SHALL NOT RECEIVE ADVICE AND COUNSEL FROM THE BROKER OR SALESPERSON.**

23. **BROKER'S OBLIGATION:** You shall:
(check all that apply)

- 25. provide me with information about available properties.
- 26. provide me with information about comparable sales.
- 27. show me available properties.
- 28. assist me with information on the types and availability of financing.
- 29. prepare the *Purchase Agreement*.
- 30. present all offers and counteroffers in a timely manner.
- 31. provide me with information about other service providers related to the real estate transaction (e.g., home inspectors, real estate closers).
- 33. assist the parties in completing the transaction.

- 34. provide the following additional services: _____
- 35. _____
- 36. _____
- 37. _____
- 38. _____
- 39. _____
- 40. _____
- 41. _____
- 42. _____

**BUYER FACILITATOR
SERVICES AGREEMENT**

- 44. **BUYER'S OBLIGATION:** I agree to provide You with necessary documents to facilitate this transaction.
- 45. If either You or I bring an action for enforcement of this Agreement, the prevailing party in such action shall be entitled
- 46. to recover all costs and expenses of such action, including all reasonable attorneys' fees and court costs.
- 47. After a purchase agreement for the property is signed, arrangements must be made to close the transaction. I understand
- 48. that no one can require me to use a particular person in connection with a real estate closing and that I may arrange
- 49. for a qualified closing agent or my attorney to conduct the closing. I understand that I may be required to pay certain
- 50. closing costs, which may effectively increase the cash outlay at closing.

51. My choice for closing services.
52. *(Initial one.)*

53. _____ I wish to have You arrange for the closing.

54. _____ I will arrange for a qualified closing agent or my attorney to conduct the closing.

55. CLOSING SERVICES:

56. **NOTICE:** THE REAL ESTATE BROKER, REAL ESTATE SALESPERSON OR REAL ESTATE AGENT HAS NOT
57. AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS OPINIONS REGARDING THE LEGAL
58. EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING ITSELF.

59. **NOTICE: THE COMPENSATION FOR THE PURCHASE, LEASE, RENTAL, OR MANAGEMENT OF REAL**
60. **PROPERTY SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S**
61. **CLIENT OR CUSTOMER.**

62. COMPENSATION:

63. _____ I agree to pay You a retainer fee of \$ _____ at the commencement of this Agreement,
64. which fee shall be kept by You whether or not I purchase property. The retainer fee shall apply toward
65. satisfaction of any obligation to compensate You.

66. _____ I shall pay You _____ percent (%) of the selling price or \$ _____, whichever
67. is greater, if I purchase or agree to purchase property during the term of this Agreement.

68. _____ I authorize You to negotiate and receive compensation paid by seller(s) or broker representing
69. or assisting seller(s). Any such compensation accepted by You **SHALL** **SHALL NOT** reduce any
-----*(Check one.)*-----
70. obligation of mine to pay compensation by the amount received by seller or broker.

71. _____ Other _____

72. _____

73. _____

74. _____

75. _____

76. If, within _____ days (*not to exceed six months*) after the end of this Agreement, I buy property which You have
77. physically shown me or in which I have made an affirmative showing of interest to You before the end of this Agreement,
78. as long as You have identified this property on a written list You give to me within 72 hours after the end of this Agreement,
79. then I shall still pay You your compensation, even if I buy property without your assistance. I understand I do not have
80. to pay your compensation if I sign a valid buyer representation contract or facilitator services agreement after
81. expiration of this Agreement, under which I am obligated to compensate another licensed real estate broker.

82. **PRIVATE INSPECTION/WARRANTY:** Broker recommends that Buyer obtain a private home inspection to satisfy
83. himself/herself with the physical condition of the property. Furthermore, there are warranty programs available for some
84. properties which warrant the performance of certain components of a property, which warranty programs Buyer may
85. wish to investigate prior to the purchase of any specific property.

**BUYER FACILITATOR
SERVICES AGREEMENT**

87. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender
88. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be
89. obtained by contacting the local law enforcement offices in the community where the property is located,
90. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections Web site at
91. www.corr.state.mn.us.

92. **CONSENT FOR COMMUNICATION:** Buyer authorizes Broker and its salespersons to contact Buyer by mail, phone,
93. fax, email or other means of communication during the term of this Agreement and anytime thereafter.

94. _____ (Real Estate Company Name) _____ (Buyer) _____ (Date)

95. (By) _____ (Salesperson) _____ (Date) _____ (Buyer) _____ (Date)

96. _____ (Address) _____ (Address)

97. _____ (Phone) _____ (Phone)