

SELLER 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. © 2006 Minnesota Association of REALTORS®, Edina, MN

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

- 3. "I" or "me" means _____ (Seller).
- 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
- 8. understand that confidential information about price, terms and motivation for pursuing the transaction given to You shall
- 9. be kept confidential unless I instruct You in writing to disclose specific information. You shall deal honestly with all parties.
- 10. You shall use reasonable efforts and professional knowledge and skill to assist me in selling. You shall comply with Minnesota
- 11. law regarding escrow of funds related to the sale or purchase of property. You must disclose to potential purchasers
- 12. all material facts as defined in MN Statute 82.22, Subd. 8, pertaining to the property, of which You are aware, which
- 13. could adversely and significantly affect an ordinary purchaser's use or enjoyment of the property or any intended use
- 14. of the property, of which You are aware.

15. **NOTICE: IN THE EVENT A FACILITATOR BROKER OR SALESPERSON, WORKING WITH A SELLER,**

16. **ACCEPTS A SHOWING OF THE PROPERTY BY A BUYER BEING REPRESENTED BY THE SAME**

17. **FACILITATOR BROKER OR ANY OF ITS SALESPERSONS, PURSUANT TO A WRITTEN BUYER**

18. **REPRESENTATION CONTRACT, THEN THE FACILITATOR BROKER OR SALESPERSON MUST ACT**

19. **AS A BUYER'S BROKER. A BUYER'S BROKER MUST ACT IN THE BUYER'S BEST INTEREST. IN**

20. **THAT CASE, THE SELLER WILL NOT RECEIVE ADVICE AND COUNSEL FROM THE BROKER OR**

21. **SALESPERSON.**

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

- 24. prepare the purchase agreement.
- 25. present all offers and counter offers in a timely manner.
- 26. provide me with information about other service providers related to the real estate transaction (e.g., real
- 27. estate closers).
- 28. assist the parties in completing the transaction.
- 29. provide the following additional services: _____
- 30. _____
- 31. _____
- 32. _____

33. I authorize You to offer for sale the property located at _____

34. _____ (the "Property"),

35. for the price of \$ _____. I shall grant You access to the Property and I authorize

36. You to market the Property, including submission of data to a Multiple Listing Service (MLS). You may place information

37. on the Internet concerning the Property. If You sell the Property, You may notify MLS and member REALTORS® of

38. the price and terms of the sale. This Agreement does not give you authority to rent or manage the Property. To secure

39. payment of your compensation, I hereby assign to You the proceeds of the sale of the Property in an amount equal to

40. the compensation due You under this Agreement.

41. **SELLER'S OBLIGATION:** I agree to provide You with necessary disclosures and documents to facilitate this transaction.

42. I have full legal right to sell the Property.

43. **WARRANTY:** There are warranty programs available for some properties which warrant the performance of certain

44. components of a property, which warranty programs Seller may wish to investigate prior to the sale of the Property.

**SELLER FACILITATOR
SERVICES AGREEMENT**

45. Page 2

46. **CLOSING SERVICES:**

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

50. After a purchase agreement for the property is signed, arrangements must be made to close the transaction. I understand
51. that no one can require me to use a particular person in connection with a real estate closing and that I may arrange
52. for a qualified closing agent, or my attorney, to conduct the closing. I understand that I may be required to pay certain
53. closing costs, which may effectively reduce the proceeds from the sale.

54. My choice for closing services.
55. *(Initial one.)*

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

57. _____ I shall arrange for a qualified closing agent or my attorney to conduct the closing.

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

61. **COMPENSATION:**

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

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

67. _____ I authorize You to share part of your compensation with other real estate brokers assisting or representing
68. buyers(s).

69. _____ Other _____

70. If within _____ days (*not to exceed six months*) after the end of this Agreement, I sell or agree to sell the Property
71. to anyone who (1) during the term of this Agreement made inquiry of me about the Property and I did not tell You
72. about the inquiry; or (2) during this Agreement made an affirmative showing of interest in the Property by responding
73. to an advertisement or by contacting You, or was physically shown the Property by You, and whose name and address
74. is on a written list You give me within 72 hours after the end of this Agreement, then I shall still pay You your compensation,
75. even if I sell the Property without your assistance. I understand that I do not have to pay Your compensation if I sign
76. a valid listing or facilitator services agreement to sell the Property after the expiration of this Agreement, under which
77. I am obligated to compensate another licensed real estate broker.

78. **COMPENSATION DISCLOSURE:** Your compensation to cooperating brokers shall be as specified in the MLS unless
79. You notify me otherwise in writing.

80. **FAIR HOUSING NOTICE:** I understand that I may not refuse to sell, or discriminate in the terms, conditions or
81. privileges of sale, to any person due to his/her race, color, creed, religion, national origin, sex, marital status, status
82. with regard to public assistance, handicap (whether physical or mental), sexual orientation or family status. I understand
83. further that local ordinances may include other protected classes.

84. **ADDITIONAL NOTICES AND TERMS:** As of this date I have not received notices from any municipality, government
85. agency or homeowners association about the Property that I have not told You about, and I agree to promptly tell
86. You of any notices of that type that I receive.

87. This shall serve as my written notice granting You permission to obtain mortgage information (e.g., mortgage balance,
88. interest rate, payoff and/or assumption figures, etc.) regarding any existing financing on this Property. A copy of this
89. document shall be as valid as the original.

90. If either You or I bring an action for enforcement of this Agreement, the prevailing party in such action shall be entitled
91. to recover all costs and expenses, including all reasonable attorneys' fees and court costs.

**SELLER FACILITATOR
SERVICES AGREEMENT**

92. Date _____

93. Page 3

94. **CONSENT FOR COMMUNICATION:** Seller authorizes Broker and its licensees to contact Seller by mail, phone, fax,
95. e-mail or other means of communication during the term of this Agreement and anytime thereafter.

96. **CERTIFICATION INDIVIDUAL TRANSFEROR: Section 1445 of the Internal Revenue Code provides that a**
97. **transferee (buyer) of a U.S. real property interest must be notified in writing, and must withhold tax if the**
98. **transferor (Seller) is a foreign person and the sale price exceeds \$300,000. In the event transferor (Seller) is a**
99. **foreign person and the sale price exceeds \$300,000, requirements of the 1980 Foreign Investment in Real**
100. **Property Tax Act (FIRPTA) will be fulfilled.**

101. **Seller(s) state(s) and acknowledge(s) the following:**

102. I am a citizen of the United States or, if a corporation, partnership or other business entity, duly incorporated in the
103. United States, or, if a partnership or business entity, formed and governed by the laws of the United States:

104. Yes No

105. If "No," please state country of citizenship, incorporation or the like: _____

106. Under the penalties of perjury I declare that I have examined this certification and, to the best of my knowledge and
107. belief, it is true, correct and complete.

108. **ACCEPTED BY:** _____ **BY:** _____
(Real Estate Company Name) (Licensee)

109. Date Signed: _____, 20 _____

110. **ACCEPTED BY:** _____ **ACCEPTED BY:** _____
(Seller) (Date) (Seller) (Date)

111. Address: _____ Address: _____

112. _____

113. Phone: _____ Phone: _____