

SHOWING CONTRACT

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

- 3. **DEFINITIONS:** This Contract involves the property located at _____ ,
 - 4. legally described as _____
 - 5. _____ (Property) .
 - 6. "I" means _____ (Seller).
 - 7. "You" means _____ (Broker).
- (Real Estate Company Name)

- 8. **SHOWING CONTRACT:** I give You permission to show and sell the Property to the prospective buyer(s) whose
- 9. name(s) is/are:
- 10. _____
- 11. _____
- 12. _____
- 13. _____
- 14. _____
- 15. _____
- 16. _____
- 17. _____
- 18. _____

19. I understand that this Contract is only a compensation agreement for selling my Property to the above-named prospective
20. buyer(s) and I am not listing my Property with You. I understand that I can sell my Property to other buyers even though
21. this Contract has not expired.

22. I understand that You are not representing me as my agent and that You ARE ARE NOT representing
23. the buyer. -----(Check one.)-----

24. This Contract shall start on _____ , 20 _____ and end one year from this date. I shall keep You
25. notified of new information important to the sale of the Property. If You sell the Property, You may notify the Multiple
26. Listing Service (MLS) of the price and terms of the sale and Property information. I understand that this Contract DOES
27. NOT give You authority to rent or manage my Property. I understand that mortgage financing services usually are paid
28. for by the buyer; however, certain loans may require me to pay a portion of the fees for the mortgage loan. I understand
29. that I shall not be required to pay the financing fees on any mortgage without giving my written consent.

30. **MY DUTIES:** I shall cooperate with You in selling the Property. I shall provide the buyer(s) with a completed *Seller's*
31. *Property Disclosure Statement* or a *Seller's Disclosure Alternatives* form and all pertinent information relative to the
32. Property. I agree to provide and pay for any inspections and reports, if required by governmental authorities. I agree to
33. provide homeowner's association documents, if required. I shall remain responsible for security, maintenance, utilities
34. and insurance while I own the Property, and for safekeeping, securing and/or concealing any valuable personal property
35. during property showings. I shall provide the buyer an updated abstract of title, or registered property abstract, or
36. commitment for an owner's policy of title insurance for the Property, as agreed to in a purchase agreement. I have the
37. full legal right to sell the Property. I shall sign all closing documents (including a warranty deed or contract for deed)
38. necessary to transfer to the buyer marketable title (full and unquestioned ownership) to the Property.

SHOWING CONTRACT

40. Property located at _____.

41. **YOUR COMPENSATION:** I shall pay You as your compensation _____ percent (%) of the selling price or
42. \$ _____, whichever is greater, if I sell or agree to sell the Property to the above-named prospective
43. buyer(s) before this Contract ends. I agree to compensate You in full upon the happening of any of the following events:
44. (1) the closing of the sale, (2) my refusal to close the sale.

45. I UNDERSTAND THAT IF I ENTER INTO A LISTING CONTRACT OR A SELLER FACILITATOR SERVICES
46. AGREEMENT WITH ANOTHER LICENSED REAL ESTATE BROKER DURING THE TERM OF THIS CONTRACT
47. AND SELL THE PROPERTY TO THE ABOVE-NAMED PROSPECTIVE BUYER(S), I MAY BE OBLIGATED TO PAY
48. COMPENSATION TO BOTH YOU AND THE OTHER BROKER.

49. To secure payment of your compensation I hereby assign to You the proceeds from the sale of my Property in an
50. amount equal to the compensation due You under this Contract. If either You or I bring an action for enforcement of
51. this Contract, the prevailing party in such action shall be entitled to recover all costs and expenses, including all
52. reasonable attorneys' fees and court costs.

53. **NOTICE: THE COMPENSATION FOR THE SALE, LEASE, RENTAL OR MANAGEMENT OF REAL PROPERTY**
54. **SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT**
55. **(AND/OR CUSTOMER).**

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

60. I have indicated my choice for closing services.
61. *(Initial one.)*

62. _____ I wish to have You arrange for closing services.
(Seller) (Seller)

63. _____ I shall arrange for a qualified closing agent or my attorney to provide closing services.
(Seller) (Seller)

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

67. **NOTICES AND NONDISCRIMINATION:** As of this date I have not received notices from any governmental authority
68. or homeowner's association about the Property that I have not told You about, and I agree to promptly tell You of
69. any notices of that type that I receive. I understand that I may not refuse to sell, or discriminate in the terms, conditions
70. or privileges of sale, to any person due to their race, color, creed, religion, national origin, sex, marital status, status
71. with regard to public assistance, handicap, whether physical or mental, family status or sexual orientation. I understand
72. further that local ordinances may include other protected classes.

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

SHOWING CONTRACT

77. Property located at _____.

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

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

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

86. Yes No

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

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

90. **ACCEPTED BY:** Above-named Broker

91. By: _____
(Licensee)

Date Signed: _____, 20_____.

92. **ACCEPTED BY:**

93. _____
(Seller) (Date)

(Seller) (Date)

94. _____
(Address)

(Address)

95. _____

96. _____
(Phone)

(Phone)