

**LISTING CONTRACT:  
EXCLUSIVE RIGHT TO SELL**

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1. Date 8-18-20

2. Page 1 of \_\_\_\_\_ pages

3. **DEFINITIONS:** This Contract involves the property located at 864 Marion St, St Paul, MN 55117

4. legally described as Lot 24 of Lewis Second Add, to ST PA 5 15 ft of Lot 25

5. and all of Lot 24 Blk 12 ("Property").

6. Seller is Robert Schilling ("Seller").

7. Broker is David Shelton, Century 21 Advantage ("Broker").  
(Real Estate Company Name)

8. This Contract starts on 8-18, 20 20, and ends at 11:59 p.m. on 3-31

9. 20 21. This Contract terminates upon successful closing of the Property(ies) specified in this Contract or expiration or cancellation of this Contract, whichever occurs first.

11. This Contract may only be canceled by written mutual agreement of the parties.

12. **PRICE:** Seller offers the Property for sale for the price of \$ TBD, upon the following terms:

14. **LISTING:** Seller gives Broker the exclusive right to sell the Property. In exchange, Broker agrees to list and market the Property for sale. Broker may place a "For Sale" sign and a lock box with keys on the Property, unless prohibited by governing authority. Seller understands this Contract DOES NOT give Broker authority to rent or manage the Property. Seller understands Broker may be a member of a Multiple Listing Service ("MLS"), and if Broker is a member of the MLS, and where available, Broker may give information to the MLS concerning the Property. Broker may place information on the Internet concerning the Property, including sold information (except as limited in the following MLS Data Feed Options section). Upon final acceptance of a purchase agreement, Seller allows Broker to withdraw the Property from the market. If Broker sells the Property, Broker may notify the MLS and member REALTORS® of the price and terms of the sale. Seller acknowledges that neither Broker, the MLS, the Minnesota Association of REALTORS®, nor any other broker is insuring Seller or occupant against theft, loss, or vandalism.

24. **MLS DATA FEED OPTIONS:**

25. **EXPLANATIONS AND DEFINITIONS:**

26. **"IDX site"** means a web site operated by a broker participating in the MLS on which the broker can advertise the listings of other brokers in MLS, subject to certain MLS rules. The consumer visiting an IDX site is not required to register on the site or to have a brokerage relationship with the broker displaying listings on the site.

29. **"Virtual office web site" ("VOW")** means a web site operated by a broker participating in the MLS that delivers brokerage services to consumers over the world wide web. Visitors to a VOW are required to register on the site (with their name and a real e-mail address) and enter a brokerage relationship with the broker operating the VOW. The broker operating the VOW can then show the visiting customer/client nearly all of the information available to the broker in MLS. The seller(s) of a listing has the right to opt out of certain kinds of data display under the MLS's VOW policy. The MLS imposes various other rules and restrictions on VOWs.

35. For each of the following options, the MLS system automatically defaults to "Yes." Seller's instructions pertaining to the Internet display of the MLS input data for the Property are as follows:

37. **Option 1. Listing display on the Internet.** If Seller selects "No," this listing will not be included in MLS data feeds to Internet web sites that display property listing data, whether intended for advertising the Property or providing online brokerage services (e.g., VOWs). Brokers participating in MLS can still disclose the listing to customers/clients via other means, including e-mail, fax, mail, hand delivery, and orally.

41. Shall the Property listing be displayed on the Internet, including sold information?  Yes  No

42. Seller understands and acknowledges that if Seller has selected "No" for Option 1, consumers who conduct searches for listings on the Internet will not see information about the Property in response to their searches.

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45. Page 2

46. Property located at 864 Madison St, St. Paul, MN 55117
47. If "No" was selected at Option 1, skip Options 2-4. If "Yes" was selected for Option 1, continue to Option 2.
48. **Option 2. Listing address (house and unit numbers and street name) display on the internet.** If Seller selects  
49. "No," the address of the Property will be hidden on web sites receiving data feeds from MLS that result in  
50. internet listing display, whether intended for advertising the Property or providing online brokerage services  
51. (e.g., VOWs). Brokers participating in MLS can still disclose the address to customers/clients via other  
52. means, including e-mail, fax, mail, hand delivery, and orally.
53. Shall the listing address (house and unit numbers and street name) be displayed  
54. on the Internet?  Yes  No
55. **Option 3. An automated valuation of the Property listing or a link to an automated valuation of it may be**  
56. **displayed adjacent to the listing.** Some VOWs or IDX sites may provide an automated valuation model  
57. ("AVM") function/service. An AVM uses statistical calculations to estimate the value of a property based  
58. upon data from public records, MLS, and other sources, and incorporating certain assumptions. The  
59. accuracy of AVMs has sometimes been criticized because they do not take into consideration all relevant  
60. factors in valuing a property. Seller, by selecting "No," may prohibit display of an automated valuation of  
61. his or her listing adjacent to the listing.
62. Shall an automatic valuation of the Property listing or a link to an automated  
63. valuation be displayed adjacent to the listing?  Yes  No
64. **Option 4. Comments or reviews of the Property by persons other than the displaying broker may be displayed**  
65. **with or attached as a link to the listing data of the Property.** Some VOWs or IDX sites may provide  
66. functionality that permits the customers/clients using the VOW or IDX site to enter comments or reviews  
67. with the listing or by hyperlink to such comments or reviews. Note that the broker displaying the listing on  
68. his or her VOW or IDX site may add commentary representing his or her professional judgment regarding  
69. the listing's value, etc.
70. Shall comments or reviews of the Property by persons other than the displaying  
71. broker be displayed with or attached as a link to the listing data of the Property?  Yes  No
72. **LISTED FOR LEASE:** The Property  IS  IS NOT currently listed for lease. If IS, the listing broker is  
(Check one.)
73. \_\_\_\_\_ If IS NOT, Seller  MAY  MAY NOT list the Property for lease during the  
(Check one.)
74. terms of this Contract with another broker.
75. Nothing in this Contract shall prohibit Broker and Seller from entering into a listing agreement for the lease of this  
76. Property upon terms acceptable to both parties.
77. **SELLER'S OBLIGATION:** Seller shall notify Broker of relevant information important to the sale of the Property.  
78. Seller shall cooperate with Broker in selling the Property. Seller shall promptly inform Broker about all inquiries Seller  
79. receives about the Property. Seller agrees to provide and pay for any inspections and reports required by any  
80. governmental authority. Seller agrees to provide unit owners' association documents, if required. Seller shall remain  
81. responsible for security, maintenance, utilities, and insurance during the term of this Contract, and for safekeeping,  
82. securing and/or concealing any valuable personal property. Seller shall surrender any abstract of title and a copy of any  
83. owner's title insurance policy for this Property, if in Seller's possession or control, to buyer or buyer's designated title  
84. service provider. Seller shall take all actions necessary to convey marketable title by the date of closing as agreed to in  
85. a purchase agreement. Seller shall sign all documents necessary to transfer to buyer marketable title to the Property.  
86. Seller has the full legal right to sell the Property.
87. **Access to the Property:** To facilitate the showing and sale of the Property, Seller authorizes Broker to:  
88. 1. access the Property;  
89. 2. authorize other brokers and their salespersons, inspectors, appraisers, contractors, and other industry  
90. professionals to access the Property at reasonable times and upon reasonable notice; and  
91. 3. duplicate keys to facilitate convenient and efficient showings of the Property.

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LISTING CONTRACT:  
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92. Page 3

93. Property located at 864 Marion St, St Paul, MN 55117

94. Authorizing access means giving Broker permission to allow the above-referenced persons to enter the Property, with  
95. or without a licensed salesperson present, disclosing to the other person any security codes necessary to enter the  
96. Property, and lending a key to the other person to enter the Property, directly or through a lockbox. Seller agrees to  
97. commit no act which might tend to obstruct Broker's performance here. If the Property is occupied by someone other  
98. than Seller, Seller shall comply with Minnesota law and any applicable lease provisions of an existing lease and provide  
99. tenant with proper notice in advance of any Property showing. Seller understands the prospective buyers and others  
100. authorized to access the Property may record the Property by photograph, video, or other medium while accessing  
101. the Property.

102. **RECORDING ON THE PROPERTY:** Seller understands that MN Statute 626A.02 specifically prohibits the interception  
103. of oral communications without the consent of at least one of the two parties to the communication. Seller should seek  
104. appropriate legal advice regarding compliance with this statute if Seller intends to utilize technology that may intercept  
105. oral communications between persons other than Seller.

106. **SELLER CONTENT LICENSE:** In the event Seller provides content, including, but not limited to, any photos or videos  
107. of the Property ("Seller Content") to Broker, Seller grants to Broker a nonexclusive, perpetual, world-wide, transferable,  
108. royalty free license to sub-license (including through multiple tiers), reproduce, distribute, display, perform, and create  
109. derivative works of the Seller Content. Seller represents and warrants that Seller has authority to provide Seller Content  
110. and Seller Content does not violate any restrictions regarding use including any third-party intellectual property rights  
111. or laws. Seller agrees to execute any further documents that are necessary to effect this license.

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

114. **BROKER'S COMPENSATION:**

115. Seller agrees to pay Broker a retainer fee of \$ \_\_\_\_\_ at the commencement of this  
116. Contract, which fee should be kept by Broker whether or not Seller sells the Property. The retainer fee will apply toward  
117. satisfaction of any obligation to compensate Broker.

118. Seller shall pay Broker, as Broker's compensation, 8 percent (%) of the selling price or  
119. \$ \_\_\_\_\_, whichever is greater, if Seller sells or agrees to sell the Property during  
120. the term of this Contract.

121. Other: Broker will lend seller up to \$25,000.00 to make repairs  
122. required by the City of St. Paul to bring the property into compliance.

123. In addition, if before this Contract expires Broker presents a buyer who is willing and able to buy the Property at the  
124. price and terms required in this Contract, but Seller refuses to sell, Seller shall still pay Broker the same compensation.  
125. Seller agrees to pay Broker's compensation whether Broker, Seller, or anyone sells the Property. Seller hereby permits  
126. Broker to share part of Broker's compensation with other real estate brokers, including brokers representing only the  
127. buyer. Seller agrees to pay Broker's compensation in full upon the happening of any of the following events:

128. 1. the closing of the sale;
129. 2. Seller's refusal to close the sale; or
130. 3. Seller's refusal to sell at the price and terms specified above.

131. If, within 180 days (not to exceed six (6) months) after the expiration of this Contract, Seller sells or agrees to sell  
132. the Property to anyone who:

133. 1. during this Contract made inquiry of Seller about the Property and Seller did not tell Broker about the inquiry;  
134. or
135. 2. during this Contract made an affirmative showing of interest in the Property by responding to an advertisement,  
136. or by contacting Broker or the licensee involved, or was physically shown the Property by Broker and whose  
137. name and address is on a written list Broker gives to Seller within 72 hours after the expiration of this Contract;

138. then Seller shall still pay Broker the compensation noted here, even if Seller sells the Property without Broker's  
139. assistance. Seller understands that Seller does not have to pay Broker's compensation if Seller signs another valid  
140. listing contract or facilitator services agreement for this Property after the expiration or cancellation of this Contract,  
141. under which Seller is obligated to compensate another licensed real estate broker.

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**LISTING CONTRACT:  
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142. Page 4

143. Property located at 864 Marion St, St. Paul Mn 55117

144. To secure the payment of Broker's compensation, Seller hereby assigns to Broker the gross proceeds from the sale of the Property in an amount equal to the compensation due to Broker under this Contract.

146. **COMPENSATION DISCLOSURE:** Broker  **SHALL**  **SHALL NOT** offer compensation to cooperating brokers.  
(Check one)

147. If **SHALL**, the compensation to cooperating brokers shall be as follows:

148.  3 % of the gross sales price or \$ \_\_\_\_\_, whichever is greater, to cooperating  
149. brokers representing buyer.

150.  \_\_\_\_\_ % of the gross sales price or \$ \_\_\_\_\_, whichever is greater, to cooperating  
151. brokers assisting buyer.

152.  Other: \_\_\_\_\_

153. \_\_\_\_\_

**154. CLOSING SERVICES:**

155. **NOTICE:** THE REAL ESTATE BROKER, LICENSEE REPRESENTING SELLER, OR REAL ESTATE  
156. CLOSING AGENT HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS  
157. OPINIONS REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING  
158. ITSELF.

159. After a purchase agreement for the Property is signed, arrangements must be made to close the transaction. Seller  
160. understands that no one can require Seller to use a particular person in connection with a real estate closing and that  
161. Seller may arrange for a qualified closing agent or Seller's attorney to conduct the closing.

162. Seller's choice for closing services (Check one.):

163.  Seller wishes to have Broker arrange for the closing.

164.  Seller shall arrange for a qualified closing agent or Seller's attorney to conduct the closing.

165.  \_\_\_\_\_  
(Seller's Initials) (Seller's Initials)

166. **ADDITIONAL COSTS:** Seller acknowledges that Seller may be required to pay certain closing costs, which may  
167. effectively reduce the proceeds from the sale.

168. Seller understands that mortgage financing services are usually paid for by buyer; however, certain insured government  
169. loans may require Seller to pay a portion of the fees for the mortgage loan. Seller understands that Seller shall not be  
170. required to pay the financing fees on any mortgage without giving Seller's written consent.

171. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code  
172. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold  
173. tax from the transferor ("Seller") if the transferor ("Seller") is a foreign person, provided there are no applicable exceptions  
174. from FIRPTA withholding.

175. Seller represents and warrants that Seller  **IS**  **IS NOT** a foreign person (i.e., a non-resident alien individual,  
(Check one)

176. foreign corporation, foreign partnership, foreign trust, or foreign estate) for purposes of income taxation.

177. Due to the complexity and potential risks of failing to comply with FIRPTA, Seller should **seek appropriate legal and**  
178. **tax advice regarding FIRPTA compliance, as Broker will be unable to confirm whether Seller is a foreign person**  
179. **or whether the withholding requirements of FIRPTA apply.**

180. **WARRANTY:** There are warranty programs available for some properties which warrant the performance of certain  
181. components of a property, which warranty programs Seller may wish to investigate prior to the sale of the Property.

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183. Property located at 864 Marion St., St. Paul, MN 55117

184. **AGENCY REPRESENTATION:** If a buyer represented by Broker wishes to buy the Seller's Property, a dual  
185. agency will be created. This means that Broker will represent both the Seller and the buyer, and owe the same  
186. duties to the buyer that Broker owes to the Seller. This conflict of interest will prohibit Broker from advocating exclusively  
187. on the Seller's behalf. Dual agency will limit the level of representation Broker can provide. If a dual agency should arise,  
188. the Seller will need to agree that confidential information about price, terms, and motivation will still be kept  
189. confidential unless the Seller instructs Broker in writing to disclose specific information about the Seller. All other  
190. information will be shared. Broker cannot act as a dual agent unless both the Seller and the buyer agree to it. By  
191. agreeing to a possible dual agency, the Seller will be giving up the right to exclusive representation in an in-house  
192. transaction. However, if the Seller should decide not to agree to a possible dual agency, and the Seller wants Broker  
193. to represent the Seller, the Seller may give up the opportunity to sell the Property to buyers represented by Broker.

194. Seller's Instructions to Broker:

195. Having read and understood this information about dual agency, Seller now instructs Broker as follows:

196.  Seller will agree to a dual agency representation and will consider offers made by buyers represented by  
197. Broker.

198.  Seller will not agree to a dual agency representation and will not consider offers made by buyers represented  
199. by Broker.

200. Real Estate Company Name: Century 21 Advantage

201. Seller: Robert J. Sullivan

202. By: [Signature] Seller: Robert J. Sullivan

(Licensee)

203. Date: 8-20-2020

204. **OTHER POTENTIAL SELLERS:** Seller understands that Broker may list other properties during the term of this  
205. Contract. Seller consents to Broker representing or assisting such other potential sellers before, during, and after the  
206. expiration of this Contract.

207. **PREVIOUS AGENCY RELATIONSHIPS:** Broker, or licensee representing Seller, may have had a previous agency  
208. relationship with a potential buyer of Seller's Property. Seller acknowledges that Seller's Broker, or licensee representing  
209. Seller, is legally required to keep information regarding the ultimate price and terms the buyer would accept and the  
210. motivation for buying confidential, if known.

211. **TERMINATION OF FIDUCIARY DUTIES:** Broker's fiduciary duties, except the duty of confidentiality, terminate upon the  
212. successful closing of the Property(ies) specified in this Contract or expiration or cancellation of this Contract, whichever  
213. occurs first.

214. **INDEMNIFICATION:** Broker will rely on the accuracy of the information Seller provides to Broker. Seller agrees  
215. to indemnify and hold harmless Broker from and against any and all claims, liability, damage, or loss arising from any  
216. misrepresentation, misstatement, omission of fact, or breach of a promise by Seller. Seller agrees to indemnify and hold  
217. harmless Broker from any and all claims or liability related to damage or loss to the Property or its contents, or any  
218. injury to persons in connection with the marketing of the Property. Indemnification by Seller shall not apply if the damage,  
219. loss, or injury is the result of the gross negligence or willful misconduct of the Broker.

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

224. **ADDITIONAL NOTICES AND TERMS:** As of this date Seller has not received notices from any municipality,  
225. government agency, or unit owners' association about the Property that Seller has not informed Broker about in writing.  
226. Seller agrees to promptly inform Broker, in writing, of any notices of such type that Seller receives during the term of  
227. this Contract.

228. This shall serve as Seller's written notice granting Broker permission to obtain mortgage information (e.g., mortgage  
229. balance, interest rate, payoff, and/or assumption figures) regarding any existing financing on the Property. A copy of  
230. this document shall be as valid as the original.

MN.LC.ERS-5 (8/18)



**LISTING CONTRACT:  
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231. Page 6

232. Property located at 864 Marion St, St Paul Ma 55117
233. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this transaction constitute valid, binding signatures.
234. **CONSENT FOR COMMUNICATION:** Seller authorizes Broker and its representatives to contact Seller by mail, phone, fax, e-mail, or other means of communication during the term of this Contract and anytime thereafter.
235. **OTHER:** Seller to allow the Broker to place a mortgage
236. in the amount of \$75,000 plus fees, and interest & expenses
237. on 15573 209<sup>th</sup> Ave NW, Elk River, MN 55330 and 677
238. Sims Ave, St. Paul Ma 55106
239. \_\_\_\_\_
240. \_\_\_\_\_
241. \_\_\_\_\_

242. **BROKER**

243. **ACCEPTED BY:** Century 21 Advantage  
(Real Estate Company Name)

244. By: D  
(Licensee) David Shelton, Broker

245. 8-18-20  
(Date)

246. 101 N Phillips Ave, ste 308 Sioux Falls  
(Address) MA 55114

247. 605-336-2121  
(Phone)

248. David.shelton@3362121.com  
(E-Mail Address)

249. \_\_\_\_\_

250. \_\_\_\_\_

251. \_\_\_\_\_

252. \_\_\_\_\_

253. \_\_\_\_\_

254. \_\_\_\_\_

**SELLER**

**ACCEPTED BY:** Robert Schelling  
(Seller)

8-20-2020  
(Date)

611 Sims St. Paul 55106  
(Address)

651-224-8606  
(Phone)

\_\_\_\_\_  
(E-Mail Address)

**SELLER**

**ACCEPTED BY:** \_\_\_\_\_  
(Seller)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(E-Mail Address)

255. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN SELLER AND BROKER.**

256. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

MN-LC-ERS-6 (8/18)



# WIRE FRAUD ALERT



Internet fraud — the use of Internet services or software with Internet access to defraud victims — is on the rise in real estate transactions. **THESE SOPHISTICATED CRIMINALS COULD:**

- **HACK INTO YOUR E-MAIL ACCOUNT** or the e-mail of others involved in your real estate transaction and may direct you to wire money to the hacker's account.
- **SEND FRAUDULENT E-MAILS** that appear to be from your real estate licensee, lender, or closing agent.
- **CALL YOU** claiming they have revised wiring instructions.

## Buyers/Tenants and Sellers/Owners are advised to:

- (1) Never wire funds without confirming the wiring instructions directly with the intended recipient.
- (2) Verify that the contact information for the wire transfer recipient is legitimate by calling a known phone number for the broker or closing agent. Do not rely on the information given to you in an e-mail communication.
- (3) Never send personal information through unsecured/unencrypted e-mail.

## If you suspect wire fraud in your transaction:

- (1) Immediately notify your bank, closing agent, and real estate licensee.
- (2) File a complaint online at the Internet Crime Complaint Center (IC3) at <http://www.ic3.gov>.

The undersigned acknowledge receipt of this wire fraud alert and understand the importance of taking proactive measures to avoid being a victim of wire fraud in a real estate transaction.

*Robert Schilling* 8-20-2020  
(Signature) (Date) (Signature) (Date)

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MN-WFA (8/18)

InstanetFORMS

AGENCY RELATIONSHIPS IN REAL ESTATE TRANSACTIONS

1. Page 1

2. MINNESOTA LAW REQUIRES that early in any relationship, real estate brokers or salespersons discuss with
3. consumers what type of agency representation or relationship they desire. The available options are listed below. This
4. is not a contract. This is an agency disclosure form only. If you desire representation you must enter into a
5. written contract, according to state law (a listing contract or a buyer/tenant representation contract). Until such time
6. as you choose to enter into a written contract for representation, you will be treated as a customer and will not receive
7. any representation from the broker or salesperson. The broker or salesperson will be acting as a Facilitator (see
8. paragraph IV on page two (2)), unless the broker or salesperson is representing another party, as described below.

9. ACKNOWLEDGMENT: I/We acknowledge that I/we have been presented with the below-described options.
10. I/We understand that until I/we have signed a representation contract, I/we am/are not represented by the
11. broker/salesperson. I/We understand that written consent is required for a dual agency relationship.

THIS IS A DISCLOSURE ONLY, NOT A CONTRACT FOR REPRESENTATION.

12.
13. [Signature] Robert Schelling [Date] 8-20-2020 [Signature] [Date]

14. I. Seller's/Landlord's Broker: A broker who lists a property, or a salesperson who is licensed to the listing broker,
15. represents the Seller/Landlord and acts on behalf of the Seller/Landlord. A Seller's/Landlord's broker owes to
16. the Seller/Landlord the fiduciary duties described on page two (2). The broker must also disclose to the Buyer
17. material facts as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and
18. significantly affect the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to
19. rental/lease transactions.) If a broker or salesperson working with a Buyer/Tenant as a customer is representing the
20. Seller/Landlord, he or she must act in the Seller's/Landlord's best interest and must tell the Seller/Landlord any
21. information disclosed to him or her, except confidential information acquired in a facilitator relationship (see paragraph
22. IV on page two (2)). In that case, the Buyer/Tenant will not be represented and will not receive advice and counsel
23. from the broker or salesperson.

24. II. Buyer's/Tenant's Broker: A Buyer/Tenant may enter into an agreement for the broker or salesperson to represent
25. and act on behalf of the Buyer/Tenant. The broker may represent the Buyer/Tenant only, and not the Seller/Landlord,
26. even if he or she is being paid in whole or in part by the Seller/Landlord. A Buyer's/Tenant's broker owes to the
27. Buyer/Tenant the fiduciary duties described on page two (2). The broker must disclose to the Buyer material facts
28. as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and significantly affect
29. the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)
30. If a broker or salesperson working with a Seller/Landlord as a customer is representing the Buyer/Tenant, he or
31. she must act in the Buyer's/Tenant's best interest and must tell the Buyer/Tenant any information disclosed to him
32. or her, except confidential information acquired in a facilitator relationship (see paragraph IV on page two (2)). In
33. that case, the Seller/Landlord will not be represented and will not receive advice and counsel from the broker or
34. salesperson.

35. III. Dual Agency - Broker Representing both Seller/Landlord and Buyer/Tenant: Dual agency occurs when one
36. broker or salesperson represents both parties to a transaction, or when two salespersons licensed to the same
37. broker each represent a party to the transaction. Dual agency requires the informed consent of all parties, and
38. means that the broker and salesperson owe the same duties to the Seller/Landlord and the Buyer/Tenant. This
39. role limits the level of representation the broker and salesperson can provide, and prohibits them from acting
40. exclusively for either party. In a dual agency, confidential information about price, terms and motivation for pursuing
41. a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose
42. specific information about him or her. Other information will be shared. Dual agents may not advocate for one party
43. to the detriment of the other.

44. Within the limitations described above, dual agents owe to both Seller/Landlord and Buyer/Tenant the fiduciary
45. duties described below. Dual agents must disclose to Buyers material facts as defined in MN Statute 82.68, Subd.
46. 3, of which the broker is aware that could adversely and significantly affect the Buyer's use or enjoyment of the
47. property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)

48. [Initials] I have had the opportunity to review the "Notice Regarding Predatory Offender Information" on
49. page two. (2)



## AGENCY RELATIONSHIPS IN REAL ESTATE TRANSACTIONS

50. Page 2

51. IV. **Facilitator:** A broker or salesperson who performs services for a Buyer/Tenant, a Seller/Landlord or both but  
52. does not represent either in a fiduciary capacity as a Buyer's/Tenant's Broker, Seller's/Landlord's Broker or Dual  
53. Agent. **THE FACILITATOR BROKER OR SALESPERSON DOES NOT OWE ANY PARTY ANY OF THE FIDUCIARY**  
54. **DUTIES LISTED BELOW, EXCEPT CONFIDENTIALITY, UNLESS THOSE DUTIES ARE INCLUDED IN A**  
55. **WRITTEN FACILITATOR SERVICES AGREEMENT.** The facilitator broker or salesperson owes the duty of  
56. confidentiality to the party but owes no other duty to the party except those duties required by law or contained in  
57. a written facilitator services agreement, if any. In the event a facilitator broker or salesperson working with a Buyer/  
58. Tenant shows a property listed by the facilitator broker or salesperson, then the facilitator broker or salesperson  
59. must act as a Seller's/Landlord's Broker (see paragraph I on page one (1)). In the event a facilitator broker or  
60. salesperson, working with a Seller/Landlord, accepts a showing of the property by a Buyer/Tenant being represented  
61. by the facilitator broker or salesperson, then the facilitator broker or salesperson must act as a Buyer's/Tenant's  
62. Broker (see paragraph III on page one (1)).

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63. <sup>(1)</sup> This disclosure is required by law in any transaction involving property occupied or intended to be occupied by  
64. one to four families as their residence.

65. <sup>(2)</sup> The fiduciary duties mentioned above are listed below and have the following meanings:

66. Loyalty - broker/salesperson will act only in client(s)' best interest.  
67. Obedience - broker/salesperson will carry out all client(s)' lawful instructions.  
68. Disclosure - broker/salesperson will disclose to client(s) all material facts of which broker/salesperson has knowledge  
69. which might reasonably affect the client(s)' use and enjoyment of the property.  
70. Confidentiality - broker/salesperson will keep client(s)' confidences unless required by law to disclose specific  
71. information (such as disclosure of material facts to Buyers).  
72. Reasonable Care - broker/salesperson will use reasonable care in performing duties as an agent.  
73. Accounting - broker/salesperson will account to client(s) for all client(s)' money and property received as agent.
74. <sup>(3)</sup> If Seller(s)/Landlord(s) elect(s) not to agree to a dual agency relationship, Seller(s)/Landlord(s) may give up the  
75. opportunity to sell/lease the property to Buyer(s)/Tenant(s) represented by the broker/salesperson. If Buyer(s)/  
76. Tenant(s) elect(s) not to agree to a dual agency relationship, Buyer(s)/Tenant(s) may give up the opportunity to  
77. purchase/lease properties listed by the broker.

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

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