

BUYER FACILITATOR SERVICES AGREEMENT

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1. Date _____
2. Page _____ of _____ Pages

3. "I" means _____ (buyer).
4. "You" means _____ (real estate broker).

5. This Agreement starts on _____ and ends at 11:59 p.m. on _____.

6. I am exclusively engaging You to provide the services specified below. I understand that 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 will be kept confidential unless I instruct You in writing to disclose specific information. You will deal honestly with all parties. You will use reasonable efforts and professional knowledge and skill to assist buyer in locating or purchasing property. You will 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 Minnesota Statutes, section 82.197, subdivision 6, 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.

16. **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 WILL NOT RECEIVE ADVICE AND COUNSEL FROM THE BROKER OR SALESPERSON.**

21. **BROKER'S OBLIGATION:** You will if requested:
22. • provide me with information about available properties.
23. • provide me with information about comparable sales.
24. • show me available properties.
25. • assist me with information on the types and availability of financing.
26. • prepare the purchase agreement.
27. • present all offers and counter offers in a timely manner.
28. • provide me with information about other service providers related to the real estate transaction (e.g. home inspectors, real estate closers).
29. • assist the parties in completing the transaction.

30. You will provide the following additional services: _____
31. _____

32. **BUYER'S OBLIGATION:**
33. I agree to provide You with necessary documents to facilitate this transaction.
34. If either You or I bring an action for enforcement of this Agreement, the prevailing party in such action shall be entitled to recover all costs and expenses of such action, including all reasonable attorneys' fees and court costs.

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

39. After a purchase agreement for the property is signed, arrangements must be made to close the transaction. I understand that no one can require me to use a particular person in connection with a real estate closing and that I may arrange for a qualified closing agent, or my attorney, to conduct the closing. I understand that I may be required to pay certain closing costs which may effectively increase the cash outlay at closing.
42. My choice for closing services: *(initial one)*
43. _____ I wish to have You arrange for the closing.
44. _____ I will arrange for a qualified closing agent or my attorney to conduct the closing.

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

47. **COMPENSATION:**
48. _____ I agree to pay You a retainer fee of \$ _____ at the commencement of this Agreement, which fee will be kept by You whether or not I purchase property. The retainer fee will apply toward satisfaction of any obligation to compensate You.
50. _____ I will pay You _____ % of the selling price or \$ _____, whichever is greater, if I purchase or agree to purchase property during the term of this Agreement.

52. _____ I authorize You to negotiate and receive compensation paid by seller(s) or a real estate broker. Any such compensation accepted by You **WILL / WILL NOT** reduce any obligation of buyer(s) to pay compensation.
-----*(circle one)*-----

54. _____ Other _____
55. If within _____ days *(not to exceed 180 days)* after the end of this Agreement, I buy property which You have physically shown me, or in which I have made an affirmative showing of interest to You before the end of this Agreement, so long as You have identified this property on a written list You give to me within 72 hours after the end of this Agreement, then I will still pay You your compensation even if I buy property without your assistance. I understand that I do not have to pay your compensation if I sign a valid buyer representation contract or facilitator services agreement after expiration of this Agreement under which I am obligated to compensate another licensed real estate broker:

60. _____ **I have had the opportunity to review page two of this Agreement.**
(Initial)

61. Broker _____ Date _____

62. By _____
63. _____ (Agent) Social Security Number _____

64. Address _____
65. _____ Buyer Date _____

66. Phone _____
67. _____ Social Security Number _____

68. Date _____ Address _____
69. _____ Phone _____

71. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION**

72. Information regarding the predatory offender registry and persons registered with the predatory offender registry under Minnesota
73. Statutes, section 243.166, may be obtained by contacting the local law enforcement offices in the community where the property is
74. located, or the Minnesota Department of Corrections at (651) 642-0200, or from the Department of Corrections web site at
75. www.corr.state.mn.us.