

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. ©2001, Minnesota Association of REALTORS®, Edina, MN

1. Date _____
2. Page _____ of _____ Pages

3. "I" means _____ (seller).
4. "You" means _____ (real estate broker).
5. This Agreement starts on _____ and ends at 11:59 p.m. on _____.
6. I am engaging You exclusively to provide the services specified below. I understand that You are not representing me as my agent and owe me
7. no fiduciary duties other than as specified in this Agreement. I understand that confidential information about price, terms and motivation for
8. pursuing the transaction given to You will be kept confidential unless I instruct You in writing to disclose specific information. You will deal
9. honestly with all parties. You will use reasonable efforts and professional knowledge and skill to assist seller in selling. You will comply with
10. Minnesota law regarding escrow of funds related to the sale or purchase of property. You must disclose to potential purchasers all
11. material facts as defined in Minnesota Statutes, section 82.197, subdivision 6, pertaining to the property, of which You are aware, which could
12. 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
13. aware.

14. **NOTICE: IN THE EVENT A FACILITATOR BROKER OR SALESPERSON, WORKING WITH A SELLER, ACCEPTS A SHOWING OF THE
15. PROPERTY BY A BUYER BEING REPRESENTED BY THE SAME FACILITATOR BROKER OR ANY OF ITS SALESPERSONS,
16. PURSUANT TO A WRITTEN BUYER REPRESENTATION CONTRACT, THEN THE FACILITATOR BROKER OR SALESPERSON
17. MUST ACT AS A BUYER'S BROKER. A BUYER'S BROKER MUST ACT IN THE BUYER'S BEST INTEREST. IN THAT CASE, THE
18. SELLER WILL NOT RECEIVE ADVICE AND COUNSEL FROM THE BROKER OR SALESPERSON.**

19. **BROKER'S OBLIGATION:** You will, if requested:
20. • prepare the purchase agreement.
21. • present all offers and counter offers in a timely manner.
22. • provide me with information about other service providers related to the real estate transaction (e.g. real estate closers).
23. • assist the parties in completing the transaction.
24. I authorize You to offer for sale, the property located at: _____, (the "Property")
25. for the price of \$ _____. I will grant You access to the Property and I authorize You to market the Property
26. including submission of data to a Multiple Listing Service (MLS). You may place information on the Internet concerning the Property. If You
27. sell the Property, You may notify MLS and member REALTORS® of the price and terms of the sale. This Agreement does not give you
28. authority to rent or manage the Property. To secure payment of your compensation, I hereby assign to You the proceeds of the sale of the
29. Property in an amount equal to the compensation due You under this Agreement.

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

32. **SELLER'S OBLIGATION:**
33. I agree to provide You with necessary disclosures and documents to facilitate this transaction. I have full legal right to sell the Property.
34. _____ I have had the opportunity to review page two of this Agreement.
(Initial)

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

38. 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
39. 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
40. closing. I understand that I may be required to pay certain closing costs which may effectively reduce the proceeds from sale.
41. My choice for closing services: *(initial one)*
42. _____ I wish to have You arrange for the closing.
43. _____ I will arrange for a qualified closing agent or my attorney to conduct the closing.

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

46. **COMPENSATION:**
47. _____ I agree to pay You a retainer fee of \$ _____ at the commencement of this Agreement, which fee will be kept by You
48. _____ whether or not I sell the Property. The retainer fee will apply toward satisfaction of any obligation to compensate You.
49. _____ I will pay You _____ % of the selling price or \$ _____, whichever is greater, if I sell or agree to sell the
50. _____ Property during the term of this Agreement.
51. _____ I authorize You to share part of your compensation with other real estate brokers assisting or representing buyers(s).
52. _____ Other _____

53. If within ____ days *(not to exceed 180 days)* after the end of this Agreement, I sell or agree to sell the Property to anyone who 1) during the term
54. of this Agreement made inquiry of me about the Property and I did not tell You about the inquiry; or 2) during this Agreement made an affirmative
55. showing of interest in the Property by responding to an advertisement or by contacting You, or was physically shown the Property by You, and
56. whose name and address is on a written list You give me within 72 hours after the end of this Agreement, then I will still pay You your compensation,
57. even if I sell the Property without your assistance. I understand that I do not have to pay your compensation if I sign a valid listing or facilitator
58. services agreement to sell the Property after the expiration of this Agreement under which I am obligated to compensate another licensed real estate
59. broker.

60. Broker _____ Seller _____ Date _____

61. By _____ (Agent) _____ Social Security Number _____

62. Address _____ Seller _____ Date _____

63. Phone _____ Social Security Number _____

64. Date _____

66.

FAIR HOUSING NOTICE

67. I understand that I may not refuse to sell, or discriminate in the terms, conditions or privileges of sale, to any person due to their
68. race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, handicap, whether physical or
69. mental, sexual orientation or family status. I understand further that local ordinances may include other protected classes.

70.

ADDITIONAL NOTICES AND TERMS

71. As of this date I have not received notices from any municipality, government agency or homeowners association about the
72. Property that I have not told You about, and I agree to promptly tell You of any notices of that type that I receive.

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

76. 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
77. costs and expenses including all reasonable attorneys' fees and court costs.