

**FACILITATOR SERVICES AGREEMENT:
OWNER LEASING**

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1. Date _____
2. Page 1 of _____ pages

3. **DEFINITIONS:** This Agreement involves the property located at _____,
4. legally described as _____
5. _____ (“Property”).
6. Owner of Property is _____ (“Owner”).
7. Broker is _____ (“Broker”).
(Real Estate Company Name)

8. This Agreement starts on _____, 20 _____, and ends at 11:59 P.M. on
9. _____, 20 _____.

10. This Agreement may only be canceled by written mutual agreement of the parties.

11. **PRICE:** Owner offers the Property for lease for a term of _____
12. at \$ _____ per _____. In addition, tenant shall pay the following utilities and/or
13. expenses: _____
14. _____
15. _____.

16. **OCCUPANCY:** The Property shall become available for occupancy on _____.

17. **LISTING:** Owner gives Broker the exclusive right to procure a prospective tenant to lease the Property.

18. **BROKER’S OBLIGATION:** Broker shall, unless prohibited by governing authority,: *(Check all that apply.)*

19. list the Property in the Multiple Listing Service (“MLS”).
20. assist in showing the Property to prospective tenants.
21. place a lock box with keys on the Property.
22. display a “For Rent” sign on the Property.
23. assist in the preparation of the *Residential Lease Agreement*.
24. assist the parties in completing the transaction.
25. provide the following additional services and marketing: _____
26. _____.

27. Owner understands this Agreement DOES NOT give Broker the authority to manage the Property. Broker shall not
28. be responsible for performing tenant screening, credit/reference checks, managing the tenant application/lease process,
29. or any other form of property management role, unless such services have been agreed to between Owner and Broker
30. in writing separately as a supplement to this Agreement or separate agreement for such services. Owner understands
31. Broker may be a member of an MLS, and if Broker is a member of MLS, and where available, Broker may give information
32. to the MLS concerning the Property. Broker may place information on the Internet concerning the Property including
33. information regarding the lease of the Property (except as limited in the following MLS Data Feed Options section). If Broker
34. procures a tenant for the Property, Broker may notify the MLS and member REALTORS® of the price and terms of the
35. lease. Owner acknowledges that neither Broker, the MLS, the Minnesota Association of REALTORS®, nor any other
36. broker is insuring Owner or occupant against theft, loss, or vandalism.

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38. Property located at _____ .

39. **MLS DATA FEED OPTIONS:**

40. EXPLANATIONS AND DEFINITIONS:

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

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

50. For each of the following options, the MLS system automatically defaults to “Yes.” Owner’s instructions pertaining to
51. the Internet display of the MLS input data for the Property are as follows:

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

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

57. Owner understands and acknowledges that if Owner has selected “No” for Option 1, consumers who
58. conduct searches for listings on the Internet will not see information about the Property in response to
59. their searches.

60. **If “No” was selected at Option 1, skip Options 2-4. If “Yes” was selected for Option 1, continue to Option 2.**

61. **Option 2. Listing address (house and unit numbers and street name) display on the Internet.** If Owner selects
62. “No,” the address of the Property will be hidden on web sites receiving data feeds from MLS that result in
63. Internet listing display, whether intended for advertising the Property or providing online brokerage services
64. (e.g., VOWs). Brokers participating in MLS can still disclose the address to customers/clients via other
65. means, including e-mail, fax, mail, hand delivery, and orally.

66. Shall the listing address (house and unit numbers and street name) be displayed
67. on the Internet? Yes No

68. **Option 3. An automated valuation of the Property listing or a link to an automated valuation of it may be
69. displayed adjacent to the listing.** Some VOWs or IDX sites may provide an automated valuation model
70. (“AVM”) function/service. An AVM uses statistical calculations to estimate the value of a property based
71. upon data from public records, MLS, and other sources, and incorporating certain assumptions. The
72. accuracy of AVMs has sometimes been criticized because they do not take into consideration all relevant
73. factors in valuing a property. Owner, by selecting “No,” may prohibit display of an automated valuation of
74. his or her listing adjacent to the listing.

75. Shall an automatic valuation of the Property listing or a link to an automated
76. valuation be displayed adjacent to the listing? Yes No

77. **Option 4. Comments or reviews of the Property by persons other than the displaying broker may be displayed
78. with or attached as a link to the listing data of the Property.** Some VOWs or IDX sites may provide
79. functionality that permits the customers/clients using the VOW or IDX site to enter comments or reviews
80. with the listing or by hyperlink to such comments or reviews. Note that the broker displaying the listing on
81. his or her VOW or IDX site may add commentary representing his or her professional judgment regarding
82. the listing’s value, etc.

83. Shall comments or reviews of the Property by persons other than the displaying
84. broker be displayed with or attached as a link to the listing data of the Property? Yes No

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86. Property located at _____ .
87. **LISTED FOR SALE:** The Property **IS** **IS NOT** currently listed for sale. If **IS**, the listing broker is
-----*(Check one.)*-----
88. _____ .
89. If **IS NOT**, Owner **MAY** **MAY NOT** list the Property for sale during the term of this Agreement with another
-----*(Check one.)*-----
90. broker.
91. Nothing in this Agreement shall prohibit Broker and Owner from entering into a listing agreement for the sale of this
92. Property upon terms acceptable to both parties.
93. **OWNER'S OBLIGATION:** Owner shall notify Broker of relevant information important to the lease of the Property.
94. Owner shall cooperate with Broker in leasing the Property upon the terms set forth here. Owner shall promptly inform
95. Broker about all inquiries Owner receives about the Property. Owner shall remain responsible for security, maintenance,
96. utilities, and insurance during the term of this Agreement, and for safekeeping, securing, and/or concealing any valuable
97. personal property. Owner has the full legal right to lease the Property. Owner shall be solely responsible for screening
98. and approving all tenants. Owner shall sign all documents necessary to lease the Property to the tenant.
99. Access to the Property: To facilitate the showing and lease of the Property, Owner authorizes Broker to:
100. 1. access the Property;
101. 2. authorize other brokers and their salespersons, inspectors, appraisers, contractors, and other industry
102. professionals to access the Property at reasonable times and upon reasonable notice; and
103. 3. duplicate keys to facilitate convenient and efficient showings of the Property.
104. Authorizing access means giving Broker permission to allow the above-referenced persons to enter the Property, with
105. or without a licensed salesperson present, disclosing to the other person any security codes necessary to enter the
106. Property, and lending a key to the other person to enter the Property, directly or through a lockbox. Owner agrees to
107. commit no act which might tend to obstruct Broker's performance here. If the Property is occupied by someone other
108. than Owner, Owner shall comply with Minnesota law and any applicable lease provisions of an existing lease and
109. provide tenant with proper notice in advance of any Property showing. Owner understands that prospective tenants
110. and others authorized to access the Property may record the Property by photograph, video, or other medium while
111. accessing the Property.
112. **RECORDING ON THE PROPERTY:** Owner understands that MN Statute 626A.02 specifically prohibits the interception
113. of oral communications without the consent of at least one of the two parties to the communication. Owner should seek
114. appropriate legal advice regarding compliance with this statute if Owner intends to utilize technology that may intercept
115. oral communications between persons other than Owner.
116. **OWNER CONTENT LICENSE:** In the event Owner provides content, including, but not limited to, any photos or videos
117. of the Property ("Owner Content") to Broker, Owner grants to Broker a nonexclusive, perpetual, world-wide, transferable,
118. royalty free license to sub-license (including through multiple tiers), reproduce, distribute, display, perform, and create
119. derivative works of the Owner Content. Owner represents and warrants that Owner has authority to provide Owner
120. Content and Owner Content does not violate any restrictions regarding use including any third-party intellectual property
121. rights or laws. Owner agrees to execute any further documents that are necessary to effect this license.
122. **NOTICE: THE COMPENSATION FOR THE SALE, LEASE, RENTAL, OR MANAGEMENT OF REAL PROPERTY**
123. **SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.**
124. **BROKER'S COMPENSATION:**
125. Owner shall pay Broker, as Broker's compensation, as follows: _____
126. _____
127. _____
128. if Owner leases or agrees to lease the Property before this Agreement expires, regardless of whether tenant fulfills all
129. tenant's obligations under the lease. Owner agrees to pay Broker's compensation whether Broker, Owner, or anyone
130. else leases this Property to a tenant. Owner hereby permits Broker to share part of Broker's compensation with other
131. real estate brokers, including brokers only representing the tenant, as follows: _____
132. _____ as specified in the MLS unless Broker
133. notifies Owner otherwise in writing. Owner agrees to pay Broker's compensation in full upon entering into a lease
134. agreement with tenant, unless otherwise specified on lines 125-127.

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136. Property located at _____ .
137. If, within _____ days (*not to exceed six (6) months*), after the expiration of this Agreement, Owner leases or
138. agrees to lease the Property to anyone who:
139. 1. during this Agreement made inquiry of Owner about the Property and Owner did not tell Broker about the
140. inquiry; or
141. 2. during this Agreement made an affirmative showing of interest in leasing the Property by responding to an
142. advertisement, or by contacting Broker or the licensee involved, or was physically shown the Property by Broker
143. and whose name and address is on a written list Broker gives to Owner within 72 hours after the expiration of
144. this Agreement;
145. then Owner shall still pay Broker the compensation noted here, even if Owner leases the Property without Broker's
146. assistance. Owner understands that Owner does not have to pay Broker's compensation if Owner signs another valid
147. listing contract or facilitator services agreement for this Property after the expiration or cancellation of this Agreement,
148. under which Owner is obligated to compensate another licensed real estate broker.
149. To secure the payment of Broker's compensation, Owner hereby assigns to Broker the gross proceeds from the lease
150. of the Property in an amount equal to the compensation due to Broker under this Agreement.
151. **COMPENSATION DISCLOSURE:** Broker's compensation to cooperating brokers shall be as specified in the MLS
152. unless Broker notifies Owner otherwise in writing.
153. **NOTICE: IN THE EVENT A FACILITATOR BROKER OR LICENSEE, WORKING WITH AN OWNER, ACCEPTS**
154. **A SHOWING OF THE PROPERTY BY A TENANT BEING REPRESENTED BY THE SAME FACILITATOR**
155. **BROKER OR ANY OF ITS LICENSEES, PURSUANT TO A WRITTEN TENANT REPRESENTATION**
156. **CONTRACT, THEN THE FACILITATOR BROKER OR LICENSEE MUST ACT AS A TENANT'S BROKER.**
157. **A TENANT'S BROKER MUST ACT IN THE TENANT'S BEST INTEREST. IN THAT CASE, THE OWNER**
158. **WILL NOT RECEIVE ADVICE AND COUNSEL FROM THE BROKER OR LICENSEE.**
159. **OTHER POTENTIAL OWNERS:** Owner understands that Broker may list other properties during the term of this
160. Agreement. Owner consents to Broker representing such other potential owners before, during, and after the expiration
161. of this Agreement.
162. **PREVIOUS AGENCY RELATIONSHIPS:** Broker, or licensee assisting Owner, may have had a previous agency
163. relationship with a potential tenant of Owner's Property. Owner acknowledges that Owner's Broker, or licensee assisting
164. Owner, is legally required to keep information regarding the ultimate price and terms the tenant would accept and the
165. motivation for leasing confidential, if known.
166. **INDEMNIFICATION:** Broker will rely on the accuracy of the information Owner provides to Broker. Owner agrees
167. to indemnify and hold harmless Broker from and against any and all claims, liability, damage, or loss arising from any
168. misrepresentation, misstatement, omission of fact, or breach of a promise by Owner. Owner agrees to indemnify and
169. hold harmless Broker from any and all claims or liability related to damage or loss to the Property or its contents, or
170. any injury to persons in connection with the marketing or leasing of the Property. Indemnification by Owner shall not
171. apply if the damage, loss, or injury is the result of the gross negligence or willful misconduct of the Broker.
172. **TAXES AND REGISTRATION:** Owner acknowledges that a rental property may be required to be registered with
173. governing authorities and may be subject to a special rental classification for property taxes. Owner agrees to obtain
174. and maintain appropriate licenses, registrations, or approvals and pay fees and taxes when due. Owner agrees to
175. indemnify and hold Broker harmless for any such tax liability, including penalties and interest. Owner warrants that the
176. rental of the Property violates no local, state, or federal laws, or association rules.
177. **LEAD-BASED PAINT:** If any structure on the Property was built before 1978, Owner shall provide to Broker and
178. prospective tenants a Disclosure of Lead-Based Paint and Lead-Based Paint Hazards as required by the U.S.
179. Department of Housing and Urban Development.

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181. Property located at _____ .

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

186. **ADDITIONAL NOTICES AND TERMS:** As of this date Owner has not received notices from any municipality, government
187. agency, or unit owners' association about the Property, nor has Owner received any notice of a contract for deed
188. cancellation or notice of mortgage foreclosure except as disclosed in writing to Broker at the time of execution of this
189. Agreement. Owner agrees to promptly inform Broker, in writing, of any notices of such types that Owner receives during
190. the term of this Agreement.

191. **ELECTRONIC SIGNATURES:** The parties agree the electronic signatures of any party on any document related to
192. this transaction constitute valid, binding signatures.

193. **CONSENT FOR COMMUNICATION:** Owner authorizes Broker and its representatives to contact Owner by mail,
194. phone, fax, e-mail, or other means of communication during the term of this Agreement and anytime thereafter.

195. **OTHER:** _____
196. _____
197. _____
198. _____
199. _____
200. _____
201. _____ .

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

203. **BY:** _____
(Licensee) (Date)

204. **ACCEPTED BY:** _____
(Owner)

ACCEPTED BY: _____
(Owner)

205. _____
(Date)

(Date)

206. _____
(Address)

(Address)

207. _____
(Phone)

(Phone)

208. _____
(E-mail Address)

(E-mail Address)

209. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN OWNER AND BROKER.**
210. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**