

**FACILITATOR SERVICES AGREEMENT:
SELLER**

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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. Seller is _____ (“Seller”).

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

13. **LISTING:** Seller gives Broker the ☐ **EXCLUSIVE** ☐ **NONEXCLUSIVE** right to provide the services specified below.
(Check one.)

14. **BROKER’S OBLIGATION:** Seller understands that Broker is not representing Seller as Seller’s agent and owes Seller
15. no fiduciary duties other than as specified in this Agreement. Seller understands that confidential information about
16. price, terms, and motivation for pursuing the transaction given to Broker shall be kept confidential unless Seller instructs
17. Broker in writing to disclose specific information. Broker shall deal honestly with all parties. Broker shall use reasonable
18. efforts and professional knowledge and skills to assist Seller in selling. Broker shall comply with Minnesota law regarding
19. escrow of funds related to the sale or purchase of property. Broker must disclose to potential purchasers all material
20. facts as defined in MN Statute 82.68, Subd. 3, pertaining to the property, of which Broker is aware, which could adversely
21. and significantly affect an ordinary purchaser’s use or enjoyment of the Property, or any intended use of the Property.

22. **Broker shall, unless prohibited by governing authority, (Check all that apply.)**

23. ☐ list the Property in the Multiple Listing Service (“MLS”).

24. ☐ assist in showing the Property to prospective buyers.

25. ☐ place a lock box with keys on the Property.

26. ☐ display a “For Sale” sign on the Property.

27. ☐ assist in the preparation of the *Purchase Agreement*.

28. ☐ provide Seller with information about other service providers related to the real estate transaction (e.g., real
29. estate closers).

30. ☐ assist the parties in completing the transaction.

31. ☐ provide the following additional services: _____

32. _____

33. Seller shall grant Broker access to the Property and **Seller authorizes Broker to market the Property, including submission**
34. **of data to an MLS.** Seller understands this Agreement DOES NOT give Broker the authority to rent or manage the Property.
35. Broker may place information on the Internet concerning the Property, including sold information (except as limited to in
36. the following MLS Data Feed Options section). If Broker sells the Property, Broker may notify the MLS and member
37. REALTORS® of the price and terms of the sale. Seller acknowledges that neither Broker, the MLS, the Minnesota
38. Association of REALTORS®, nor any other broker is insuring Seller or occupant against theft, loss, or vandalism.

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.

**FACILITATOR SERVICES AGREEMENT:
SELLER**

44. Page 2

45. Property located at _____.
46. **“Virtual office web site” (“VOW”)** means a web site operated by a broker participating in the MLS that delivers
47. brokerage services to consumers over the world wide web. Visitors to a VOW are required to register on the site (with
48. their name and a real e-mail address) and enter a brokerage relationship with the broker operating the VOW. The
49. broker operating the VOW can then show the visiting customer/client nearly all of the information available to the broker
50. 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.
51. The MLS imposes various other rules and restrictions on VOWs.
52. For each of the following options, the MLS system automatically defaults to “Yes.” Seller’s instructions pertaining to the
53. Internet display of the MLS input data for the Property are as follows:
54. **Option 1. Listing display on the Internet.** If Seller selects “No,” this listing will not be included in MLS data feeds
55. to Internet web sites that display property listing data, whether intended for advertising the Property or
56. providing online brokerage services (e.g., VOWs). Brokers participating in MLS can still disclose the listing
57. to customers/clients via other means, including e-mail, fax, mail, hand delivery, and orally.
58. Shall the Property listing be displayed on the Internet, including sold information? ☐ Yes ☐ No
59. Seller understands and acknowledges that if Seller has selected “No” for Option 1, consumers who
60. conduct searches for listings on the Internet will not see information about the Property in response to
61. their searches.
62. **If “No” was selected at Option 1, skip Options 2-4. If “Yes” was selected for Option 1, continue to Option 2.**
63. **Option 2. Listing address (house and unit numbers and street name) display on the Internet.** If Seller selects
64. “No,” the address of the Property will be hidden on web sites receiving data feeds from MLS that result in
65. Internet listing display, whether intended for advertising the Property or providing online brokerage services
66. (e.g., VOWs). Brokers participating in MLS can still disclose the address to customers/clients via other
67. means, including e-mail, fax, mail, hand delivery, and orally.
68. Shall the listing address (house and unit numbers and street name) be displayed
69. on the Internet? ☐ Yes ☐ No
70. **Option 3. An automated valuation of the Property listing or a link to an automated valuation of it may be**
71. **displayed adjacent to the listing.** Some VOWs or IDX sites may provide an automated valuation model
72. (“AVM”) function/service. An AVM uses statistical calculations to estimate the value of a property based
73. upon data from public records, MLS, and other sources, and incorporating certain assumptions. The
74. accuracy of AVMs has sometimes been criticized because they do not take into consideration all relevant
75. factors in valuing a property. Seller, by selecting “No,” may prohibit display of an automated valuation of
76. his or her listing adjacent to the listing.
77. Shall an automatic valuation of the Property listing or a link to an automated
78. valuation be displayed adjacent to the listing? ☐ Yes ☐ No
79. **Option 4. Comments or reviews of the Property by persons other than the displaying broker may be displayed**
80. **with or attached as a link to the listing data of the Property.** Some VOWs or IDX sites may provide
81. functionality that permits the customers/clients using the VOW or IDX site to enter comments or reviews
82. with the listing or by hyperlink to such comments or reviews. Note that the broker displaying the listing on
83. his or her VOW or IDX site may add commentary representing his or her professional judgment regarding
84. the listing’s value, etc.
85. Shall comments or reviews of the Property by persons other than the displaying
86. broker be displayed with or attached as a link to the listing data of the Property? ☐ Yes ☐ No
87. **LISTED FOR LEASE:** The Property ☐ **IS** ☐ **IS NOT** currently listed for lease. If **IS**, the listing broker is
88. _____ . If **IS NOT**, Seller ☐ **MAY** ☐ **MAY NOT** list the Property for lease during
89. the terms of this Agreement with another broker.
90. Nothing in this Agreement shall prohibit Broker and Seller from entering into a listing agreement for the lease of this
91. Property upon terms acceptable to both parties.

**FACILITATOR SERVICES AGREEMENT:
SELLER**

92. Page 3

93. Property located at _____.
94. **SELLER'S OBLIGATION:** Seller shall notify Broker of relevant information important to the sale of the Property. Seller
95. agrees to provide Broker with necessary disclosures and documents to facilitate this transaction. Seller shall surrender
96. any abstract of title and a copy of any owner's title insurance policy for this Property, if in Seller's possession or control,
97. to buyer or buyer's designated title service provider. Seller shall take all actions necessary to convey marketable title
98. by the date of closing as agreed to in a purchase agreement. Seller shall sign all documents necessary to transfer to
99. buyer marketable title to the Property. Seller has the full legal right to sell the Property.
100. **Access to the Property:** To facilitate the showing and sale of the Property, Seller authorizes Broker to:
101. 1. access the Property;
102. 2. authorize other brokers and their salespersons, inspectors, appraisers, contractors, and other industry
103. professionals to access the Property at reasonable times and upon reasonable notice; and
104. 3. duplicate keys to facilitate convenient and efficient showings of the Property.
105. Authorizing access means giving Broker permission to allow the above-referenced persons to enter the Property, with
106. or without a licensed salesperson present, disclosing to the other person any security codes necessary to enter the
107. Property, and lending a key to the other person to enter the Property, directly or through a lockbox. Seller agrees to
108. commit no act which might tend to obstruct Broker's performance here. If the Property is occupied by someone other
109. than Seller, Seller shall comply with Minnesota law and any applicable lease provisions of an existing lease and provide
110. tenant with proper notice in advance of any Property showing. Seller understands that prospective buyers and others
111. authorized to access the Property may record the Property by photograph, video, or other medium while accessing
112. the Property.
113. **RECORDING ON THE PROPERTY:** Seller understands that MN Statute 626A.02 specifically prohibits the interception
114. of oral communications without the consent of at least one of the two parties to the communication. Seller should seek
115. appropriate legal advice regarding compliance with this statute if Seller intends to utilize technology that may intercept
116. oral communications between persons other than Seller.
117. **SELLER CONTENT LICENSE:** In the event Seller provides content, including, but not limited to, any photos or videos
118. of the Property ("Seller Content") to Broker, Seller grants to Broker a nonexclusive, perpetual, world-wide, transferable,
119. royalty free license to sub-license (including through multiple tiers), reproduce, distribute, display, perform, and create
120. derivative works of the Seller Content. Seller represents and warrants that Seller has authority to provide Seller Content
121. and Seller Content does not violate any restrictions regarding use including any third-party intellectual property rights
122. or laws. Seller agrees to execute any further documents that are necessary to effect this license.
123. **NOTICE: THE COMPENSATION FOR THE SALE, LEASE, RENTAL, OR MANAGEMENT OF REAL PROPERTY**
124. **SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.**
125. **BROKER'S COMPENSATION:**
126. Seller agrees to pay Broker a retainer fee of \$ _____ at the commencement of this Agreement,
127. which fee shall be kept by Broker whether or not Seller sells the Property. The retainer fee will apply toward satisfaction
128. of any obligation to compensate Broker.
129. Seller shall pay Broker, as Broker's compensation, _____ percent (%) of the selling price or
130. \$ _____, whichever is greater, if Seller sells or agrees to sell the Property during the term
131. of this Agreement.
132. Seller authorizes Broker to share part of Broker's compensation with other real estate brokers assisting or representing
133. buyer(s).
134. Other _____
135. If, within _____ days (*not to exceed six (6) months*) after the expiration of this Agreement, Seller sells or agrees to
136. sell the Property to anyone who:
137. 1. during the term of this Agreement made inquiry of Seller about the Property and Seller did not tell Broker
138. about the inquiry; or
139. 2. during this Agreement made an affirmative showing of interest in the Property by responding to an advertisement, or
140. by contacting Broker or the licensee involved, or was physically shown the Property by Broker and whose name
141. and address is on a written list Broker gives to Seller within 72 hours after the expiration of this Agreement;

**FACILITATOR SERVICES AGREEMENT:
SELLER**

142. Page 4

143. Property located at _____.
144. then Seller shall still pay Broker the compensation noted here, even if Seller sells the Property without Broker's
145. assistance. Seller understands that Seller does not have to pay Broker's compensation if Seller signs a valid listing
146. contract or facilitator services agreement for this Property after the expiration or cancellation of this Agreement, under
147. which Seller is obligated to compensate another licensed real estate broker.
148. To secure the payment of Broker's compensation, Seller hereby assigns to Broker the gross proceeds of the sale of
149. the Property in an amount equal to the compensation due to Broker under this Agreement.
150. **COMPENSATION DISCLOSURE:** Broker's compensation to cooperating brokers shall be as specified in the MLS
151. unless Broker notifies Seller otherwise in writing.
152. **CLOSING SERVICES:**
153. **NOTICE:** THE REAL ESTATE BROKER, LICENSEE ASSISTING SELLER, OR REAL ESTATE CLOSING AGENT
154. HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS OPINIONS
155. REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING ITSELF.
156. After a purchase agreement for the Property is signed, arrangements must be made to close the transaction. Seller
157. understands that no one can require Seller to use a particular person in connection with a real estate closing and
158. that Seller may arrange for a qualified closing agent or Seller's attorney to conduct the closing.
159. Seller's choice for closing services. *(Initial one.)*
160. _____ Seller wishes to have Broker arrange for the closing.
(Seller) (Seller)
161. _____ Seller shall arrange for a qualified closing agent or Seller's attorney to conduct the closing.
(Seller) (Seller)
162. **ADDITIONAL COSTS:** Seller acknowledges that Seller may be required to pay certain closing costs, which may
163. effectively reduce the proceeds from the sale.
164. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
165. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold
166. tax from the transferor ("Seller") if the transferor ("Seller") is a foreign person, provided there are no applicable exceptions
167. from FIRPTA withholding.
168. Seller represents and warrants that Seller ☐ IS ☐ IS NOT a foreign person (i.e., a non-resident alien individual,
-----*(Check one.)*-----
169. foreign corporation, foreign partnership, foreign trust, or foreign estate) for purposes of income taxation.
170. Due to the complexity and potential risks of failing to comply with FIRPTA, Seller should seek appropriate legal and
171. tax advice regarding FIRPTA compliance, as Broker will be unable to confirm whether Seller is a foreign person
172. or whether the withholding requirements of FIRPTA apply.
173. **WARRANTY:** There are warranty programs available for some properties which warrant the performance of certain
174. components of a property, which warranty programs Seller may wish to investigate prior to the sale of the Property.
175. **NOTICE:** IN THE EVENT A FACILITATOR BROKER OR LICENSEE, WORKING WITH A SELLER, ACCEPTS A
176. SHOWING OF THE PROPERTY BY A BUYER BEING REPRESENTED BY THE SAME FACILITATOR
177. BROKER OR ANY OF ITS LICENSEES, PURSUANT TO A WRITTEN BUYER REPRESENTATION
178. CONTRACT, THEN THE FACILITATOR BROKER OR LICENSEE MUST ACT AS A BUYER'S BROKER.
179. A BUYER'S BROKER MUST ACT IN THE BUYER'S BEST INTEREST. IN THAT CASE, THE SELLER
180. WILL NOT RECEIVE ADVICE AND COUNSEL FROM THE BROKER OR LICENSEE.
181. **OTHER POTENTIAL SELLERS:** Seller understands that Broker may list other properties during the term of this
182. Agreement. Seller consents to Broker representing such other potential sellers before, during, and after the expiration
183. of this Agreement.
184. **PREVIOUS AGENCY RELATIONSHIPS:** Broker, or licensee assisting Seller, may have had a previous agency relationship
185. with a potential buyer of Seller's Property. Seller acknowledges that Seller's Broker, or licensee assisting Seller, is legally
186. required to keep information regarding the ultimate price and terms the buyer would accept and the motivation for
187. buying confidential, if known.

**FACILITATOR SERVICES AGREEMENT:
SELLER**

188. Page 5

189. Property located at _____.

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

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

200. **ADDITIONAL NOTICES AND TERMS:** As of this date Seller has not received notices from any municipality, government
201. agency, or unit owners' association about the Property that Seller has not informed Broker about in writing. Seller agrees
202. to promptly inform Broker, in writing, of any notices of that type that Seller receives during the term of this Agreement.
203. This shall serve as Seller's written notice granting Broker permission to obtain mortgage information (e.g., mortgage
204. balance, interest rate, payoff, and/or assumption figures, etc.) regarding any existing financing on this Property. A copy
205. of this document shall be as valid as the original.

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

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

210. **OTHER:** _____

211. _____

212. **BROKER**

SELLER

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

ACCEPTED BY: _____
(Seller)

214. By: _____
(Licensee)

(Date)

215. _____
(Date)

(Address)

216. _____
(Address)

(Phone)

217. _____
(Phone)

(E-Mail Address)

218. _____
(E-Mail Address)

SELLER

ACCEPTED BY: _____
(Seller)

219. _____
220. _____
221. _____
(Date)

(Address)

(Phone)

(E-Mail Address)

225. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN SELLER AND BROKER.**
226. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**