

FACILITATOR SERVICES AGREEMENT:

BUYER

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1. Date _____

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3. **DEFINITIONS:** Buyer is _____ (“Buyer”).

4. Broker is _____ (“Broker”).
(Real Estate Company Name)

5. Buyer gives Broker the ☐ **EXCLUSIVE** ☐ **NONEXCLUSIVE** right to provide the services specified below. This
----- (Check one.) -----

6. Agreement starts on _____, 20_____, and ends at 11:59 P.M. on _____,

7. 20_____.

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

9. **BROKER’S OBLIGATION:** Buyer understands that Broker is not representing Buyer as Buyer’s agent and owes Buyer
10. no fiduciary duties other than as specified in this Agreement. Buyer understands that confidential information about
11. price, terms, and motivation for pursuing the transaction given to Broker shall be kept confidential unless Buyer instructs
12. Broker in writing to disclose specific information. Broker shall deal honestly with all parties. Broker shall use reasonable
13. efforts and professional knowledge and skills to assist Buyer in locating or purchasing property. Broker shall comply
14. with Minnesota law regarding escrow of funds related to the sale or purchase of property. Broker must disclose to
15. potential purchasers all material facts as defined in MN Statute 82.68, Subd. 3, pertaining to the property, of which
16. Broker is aware, which could adversely and significantly affect an ordinary purchaser’s use or enjoyment of the property,
17. or any intended use of the property. Broker may represent or work with other potential buyers for the same property
18. before, during, and after the expiration of this Agreement. Other potential buyers may consider, make offers, or purchase
19. through Broker the same or similar properties as Buyer is seeking to acquire.

20. Broker shall (Check all that apply.):

21. ☐ provide Buyer with information about available properties.
22. ☐ provide Buyer with information about comparable sales.
23. ☐ show Buyer available properties requested by Buyer.
24. ☐ assist Buyer with information on the types and availability of financing.
25. ☐ assist in the preparation of the *Purchase Agreement*.
26. ☐ provide Buyer with information about other service providers related to the real estate transaction (e.g., home
27. inspectors, real estate closers).
28. ☐ assist the parties in completing the transaction.
29. ☐ provide the following additional services: _____

30. _____

31. _____

32. _____

33. _____

34. _____

35. _____

36. **BUYER’S OBLIGATION:** Buyer shall provide Broker with necessary documents to facilitate this transaction. Buyer
37. shall promptly furnish to Broker accurate and relevant personal financial information to ascertain Buyer’s ability to
38. purchase property, if requested. Buyer shall cooperate with Broker in finding a property to purchase. After a purchase
39. agreement has been accepted by seller, Buyer is legally obligated to purchase the property. If Buyer refuses to close
40. the purchase for any reason other than the failure of seller to perform, subject to relevant contingencies, Buyer shall
41. pay Broker all compensation due under this Agreement.

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

46. **BROKER'S COMPENSATION:**

47. If Buyer, or any other person acting on Buyer's behalf, agrees to purchase any property during the term of this Contract,
48. the following compensation will apply.

49. Buyer agrees to pay Broker a retainer fee of \$ _____ at the commencement of this Agreement,
50. which fee shall be kept by Broker whether or not Buyer purchases property. The retainer fee shall apply toward satisfaction
51. of any obligation to compensate Broker.

52. Buyer shall pay Broker, as Broker's compensation, _____ percent (%) of the selling price or
53. \$ _____, whichever is greater, if Buyer purchases or agrees to purchase a property during the
54. term of this Agreement.

55. Buyer authorizes Broker to negotiate and receive compensation paid by seller or broker representing or assisting seller
56. if Broker informs Buyer in writing before Buyer signs an offer to purchase the property. Any such compensation accepted
57. by Broker from seller, or broker representing or assisting seller, ☐ **SHALL** ☐ **SHALL NOT** reduce any obligation of
_____ (Check one.)

58. Buyer to pay the compensation by the amount received by seller or broker.

59. Other _____

60. _____

61. If, within _____ days (*not to exceed six (6) months*) after the expiration of this Agreement, Buyer purchases
62. property which either Broker or licensee assisting Buyer has physically shown Buyer or in which Buyer has made an
63. affirmative showing of interest to Broker or licensee assisting Buyer before the expiration of this Agreement, as long as
64. Broker has identified this property on a written list Broker gives to Buyer within 72 hours after the expiration of this
65. Agreement, then Buyer shall still pay the compensation noted herein, even if Buyer purchases property without Broker's
66. assistance.

67. Buyer understands that Buyer does not have to pay Broker's compensation if Buyer signs another valid buyer
68. representation contract or facilitator services agreement after the expiration or cancellation of this Agreement, under
69. which Buyer is obligated to compensate another licensed real estate broker.

70. **CLOSING SERVICES:**

71. **NOTICE: THE REAL ESTATE BROKER, LICENSEE ASSISTING BUYER OR REAL ESTATE CLOSING AGENT**
72. **HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS OPINIONS**
73. **REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING ITSELF.**

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

77. Buyer's choice for closing services. (*Initial one.*)

78. _____ Buyer wishes to have Broker arrange for closing services.
(Buyer) (Buyer)

79. _____ Buyer shall arrange for a qualified closing agent or Buyer's attorney to conduct the closing.
(Buyer) (Buyer)

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81. **ADDITIONAL COSTS:** Buyer acknowledges that Buyer may be required to pay certain closing costs, which may
82. effectively increase the cash outlay at closing.

83. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
84. provides that a transferee ("Buyer") of a United States real property interest must withhold tax from the transferor
85. ("Seller") if the Seller is a foreign person and no exceptions from FIRPTA withholding apply. A Buyer is personally
86. liable for the full amount of FIRPTA withholding tax required to be withheld unless the Seller furnishes Buyer with
87. specific documentation ensuring Buyer is exempt from the withholding requirements as prescribed under 26 USC
88. §1445. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility
89. for withholding the applicable tax, Buyer should **seek appropriate legal and tax advice regarding FIRPTA compliance,**
90. **as Broker will be unable to assure Buyer that the transaction is exempt from the withholding requirements.**

91. **PRIVATE INSPECTION/WARRANTY:** Broker recommends that Buyer obtain a private home inspection to satisfy
92. himself/herself with the physical condition of the property. Furthermore, there are warranty programs available for some
93. properties which warrant the performance of certain components of a property, which warranty programs Buyer may
94. wish to investigate prior to the purchase of any specific property.

95. **NOTICE: IN THE EVENT A FACILITATOR BROKER OR LICENSEE, WORKING WITH A BUYER, SHOWS A**
96. **PROPERTY LISTED BY THE SAME FACILITATOR BROKER OR ANY OF ITS LICENSEES, PURSUANT**
97. **TO A WRITTEN EXCLUSIVE RIGHT TO SELL LISTING CONTRACT, THEN THE FACILITATOR BROKER**
98. **OR LICENSEE MUST ACT AS A SELLER'S BROKER. A SELLER'S BROKER MUST ACT IN THE**
99. **SELLER'S BEST INTEREST. IN THAT CASE, THE BUYER WILL NOT RECEIVE ADVICE AND COUNSEL**
100. **FROM THE BROKER OR LICENSEE.**

101. **OTHER POTENTIAL BUYERS:** Buyer understands that other potential buyers may consider and/or make offers to
102. purchase through Broker the same or similar properties as Buyer is seeking to purchase. Buyer consents to Broker
103. representing such other potential buyers before, during, and after the expiration of this Agreement.

104. **PREVIOUS AGENCY RELATIONSHIPS:** Broker or licensee assisting Buyer may have had a previous agency
105. relationship with a seller of a property Buyer is interested in Purchasing. Buyer acknowledges that Buyer's Broker or
106. licensee assisting Buyer is legally required to keep information regarding the ultimate price and terms the seller would
107. accept and the motivation for selling confidential, if known.

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

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

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

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118. **OTHER:** _____
119. _____
120. _____
121. _____
122. _____
123. _____
124. _____
125. _____

126. BROKER

BUYER

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

ACCEPTED BY: _____
(Buyer)

128. **By:** _____
(Licensee)

(Date)

129. _____
(Date)

(Address)

130. _____
(Address)

(Phone)

131. _____
(Phone)

(E-Mail Address)

132. _____
(E-Mail Address)

BUYER

133.

ACCEPTED BY: _____
(Buyer)

134.

135.

(Date)

136.

(Address)

137.

(Phone)

138.

(E-Mail Address)

139.

140.

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