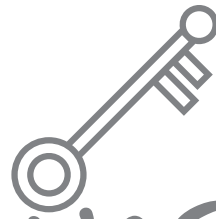


— BREAKING DOWN —
AGENCY
Relationships



TYPES OF REPRESENTATION

Seller's/Landlord's Broker Buyer's/Tenant's Broker Dual Agency Facilitator

MY FIDUCIARY DUTIES TO CLIENTS

1 **LOYALTY**  I will act only in client(s)' best interest.

I will carry out all client(s)' lawful instructions.  **OBEDIENCE** **2**

3 **DISCLOSURE**  I will disclose to client(s) all material facts of which broker/salesperson has knowledge.

I will keep client(s)' confidences unless required by law to disclose specific information.  **CONFIDENTIALITY** **4**

5 **REASONABLE CARE**  I will use reasonable care in performing duties as an agent.

I will account to client(s) for all client(s)' money and property received as agent.  **ACCOUNTING** **6**



(507) 316-3355
ramihansen@edinarealty.com

1. Date _____

2. Page 1

3. _____ (“Buyer”) gives

4. **Edina Realty, Inc.**, Buyer’s broker
(Real Estate Company Name)

5. (“Broker”), the exclusive right to locate and/or to assist in negotiations for the purchase, exchange or option to
6. purchase (“Purchase”) property at a price and with terms acceptable to Buyer. This Agreement starts on

7. _____, 20_____, and ends at 11:59 p.m. on _____, 20_____.

8. This Agreement may be canceled only by written mutual agreement of the parties. In the event Buyer purchases a property,
9. Broker shall submit information about the transaction to the Regional Multiple Listing Service (RMLS) including price
10. and terms; Broker is authorized to sign on Buyer’s behalf on required RMLS forms pursuant to the transaction.

11. **BROKER’S OBLIGATION:** Broker shall:

12. 1. make a reasonable effort to locate property acceptable to Buyer,
13. 2. use professional knowledge and skills to assist in negotiations for the Purchase of property,
14. 3. assist Buyer throughout the transaction, subject to any limitations imposed by law or dual agency,
15. 4. act in Buyer’s best interest at all times.

16. **BUYER’S OBLIGATION:** Buyer shall:

17. 1. work exclusively with Broker for the Purchase of property,
18. 2. provide Broker with accurate and relevant personal financial information to determine Buyer’s ability to Purchase
19. property,
20. 3. cooperate with Broker in finding a property to Purchase. After a purchase agreement has been accepted by
21. seller, Buyer is legally obligated to Purchase the property. If Buyer refuses to close the Purchase for any reason
22. other than the failure of seller to perform, subject to relevant contingencies, Buyer shall pay Broker all
23. compensation due under this Agreement.

24. **NOTICE: THE COMPENSATION FOR THE PURCHASE, LEASE, RENTAL OR MANAGEMENT OF REAL
25. PROPERTY SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER’S
26. CLIENT.**

27. **COMPENSATION:**

28. *(Fill in all blanks.)*

29. Buyer agrees to compensate Broker if Buyer or any other person acting on Buyer’s behalf agrees to Purchase any
30. property during the term of this Agreement. Buyer agrees to compensate Broker a broker’s administrative commission*
31. of \$ 520.00 upon closing and

32. 1. Buyer shall pay Broker a retainer fee of \$ _____ when Buyer signs this Agreement. Broker
33. shall keep this fee if Buyer does not Purchase a property before the end of the Agreement or purchases or
34. agrees to purchase a property before the end of this Agreement without Broker’s services. If Buyer has agreed to
35. pay Broker compensation as indicated below, the retainer fee paid shall be credited to Buyer towards Buyer’s
36. obligation to pay said compensation. If Broker accepts compensation from a Seller or Listing Broker, the retainer
37. fee paid herein shall be returned to Buyer.

38. 2. Buyer shall pay Broker a brokerage commission of _____ percent (%) of the Purchase price of the property or
39. \$ _____, whichever is greater, when Buyer closes the Purchase, if:

40. A: Buyer Purchases or agrees to Purchase a property before the end of this Agreement, even if Buyer does not
41. use Broker’s services; or

42. B: within 180 days after the expiration of this Contract, Buyer Purchases property which either Broker or licensee
43. representing Buyer has shown or exhibited to Buyer, or specifically brought to the attention of Buyer, before the
44. expiration of this Contract, as long as Broker has identified this property on a written list Broker gives to Buyer within 72
45. hours after the expiration of the Contract.

46. Any compensation or fee accepted by Broker from the Seller or Listing Broker shall be a credit toward any obligation of
47. Buyer to pay the compensation, except for the Broker’s administrative commission of \$520.00 as agreed above.

48. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER AND BROKER.**

49. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

51. Broker is authorized by Buyer to negotiate and receive compensation or fee paid by the Listing Broker or seller.
52. The normal compensation received by the Broker is that amount published in the Multiple Listing Service (MLS). This
53. amount may vary if you purchase a home also listed by the Broker. Since the compensation may vary depending
54. on the property, if you have a question regarding the compensation the Broker shall receive on the specific property please ask
55. your Agent. Buyer shall not be obligated to pay a fee to Broker if, upon expiration of this Agreement, Buyer has entered into
56. another valid Contract for Exclusive or Nonexclusive Right to Represent Buyer, pursuant to which Buyer is obligated
57. to pay compensation to another broker for Purchase of real property.

58. **CAUTION: BUYER'S ACTIONS IN LOCATING A PROPERTY MAY AFFECT PAYMENT OF COMPENSATION BY**
59. **SELLER(S) OR SELLER'S BROKER AND MAY THEREFORE OBLIGATE BUYER TO PAY ALL OR PART OF**
60. **THE COMPENSATION IN CASH AT CLOSING. FOR EXAMPLE: THE ACT OF GOING THROUGH AN**
61. **OPEN HOUSE UNACCOMPANIED BY YOUR BROKER OR BROKER'S SALESPERSON OR SIGNING A**
62. **PURCHASE AGREEMENT THROUGH ANOTHER BROKER OR WITH OWNER (FOR SALE BY OWNER)**
63. **MAY REQUIRE YOUR PAYMENT OF THE FULL COMPENSATION TO YOUR BROKER.**

64. **OTHER POTENTIAL BUYERS:** Broker may represent or work with other potential buyers for the same property before,
65. during and after the expiration of this Agreement. Other potential buyers may consider, make offers or Purchase through
66. Broker the same or similar properties as Buyer is seeking to acquire.

67. **CHANGE IN REPRESENTATION:** In the event the Buyer desires to inspect and/or purchase a property that is
68. listed with Edina Realty, the Agent may represent both the Buyer and the Seller. Any confidential information
69. previously or henceforth communicated to Edina Realty or the Agent with regard to price, terms or motivation
70. shall remain confidential unless Buyer authorizes in writing the disclosure of this information.

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

75. **PRIVATE INSPECTION/WARRANTY:** Broker recommends to the Buyer the use of a private home inspection to satisfy
76. himself/herself as to the physical condition of the property. Additionally, home warranties, which can help protect you
77. against the cost of unanticipated after purchase repairs, are available for some properties and are recommended. The broker
78. recommends a home warranty; your sales associate can give you full details.

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

81. **OTHER:** _____
82. _____
83. _____
84. _____

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

88. **AGENCY REPRESENTATION:** If the Buyer(s) chooses to purchase a property listed by Broker, a dual agency will be
89. created. This means that Broker will represent both the Buyer(s) and the Seller(s), and owe the same duties to the
90. Seller(s) that Broker owes to the Buyer(s). This conflict of interest will prohibit Broker from advocating exclusively
91. on the Buyer(s) behalf. Dual agency will limit the level of representation Broker can provide. If a dual agency should
92. arise, the Buyer(s) will need to agree that confidential information about price, terms and motivation will still be kept
93. confidential unless the Buyer(s) instructs Broker in writing to disclose specific information about the Buyer(s). All
94. other information will be shared. Broker cannot act as a dual agent unless both the Buyer(s) and the Seller(s) agree
95. to it. By agreeing to a possible dual agency, the Buyer(s) will be giving up the right to exclusive representation in an in-
96. house transaction. However, if the Buyer(s) should decide not to agree to a possible dual agency, and the Buyer(s) wants
97. Broker to represent the Buyer(s), the Buyer(s) may give up the opportunity to purchase the properties listed by Broker.

98. Buyer's Instructions to Broker:

99. Buyer(s) will agree to a dual agency representation and will consider properties listed by Broker.

100. Buyer(s) will not agree to a dual agency representation and will not consider properties listed by Broker.

101. Real Estate Company Name: Edina Realty, Inc.

102. Buyer: _____

103. By: _____ Buyer: _____
(Salesperson)

104. Date: _____ Date: _____

105. **ANTI-FRAUD DISCLOSURE:** Edina Realty and its agents will never provide you with wiring instructions via email
106. without verifying the information in person or over the phone. EMAILS ATTEMPTING TO INDUCE FRAUDULENT
107. WIRE TRANSFERS ARE COMMON AND MAY APPEAR TO COME FROM A TRUSTED SOURCE. If you receive
108. an email directing you to transfer funds via wire, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO
109. BE FROM Edina Realty or its agents, do not respond until you have verified it in one of the following ways:

- 110. • Call your agent if the email appears to be from Edina Realty.
- 111. • To verify instructions related to wiring funds to anyone other than Edina Realty, call the company or agent using
112. a phone number you look up yourself, rather than a phone number in the email.

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

118. *The Broker's Administrative Commission consists of a flat fee paid to the Broker in addition to the percentage
119. commission. The Broker's Administrative Commission is not designated for any specific service, but for all the
120. services provided by Broker.

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

124. **ARBITRATION:**

125. In this Section, Edina Realty, Inc., its ultimate parent company HomeServices of America, Inc., and their affiliates, subsidiaries,
126. employees, and agents are collectively referred to as "Broker-Related Party"; Broker-Related Party and Buyer are individually referred to as a
127. "party," and, collectively, the "parties." Any Broker-Related Party may enforce this Section and this Contract.

128. **Agreement to Arbitrate; Excluded Claims.** If a dispute or other claim or controversy between Buyer and a Broker-Related Party arises out
129. of or relates to this Contract, its interpretation, enforcement, or breach, including, but not limited to, claims arising from tort (which
130. includes fraud and fraud in the inducement) (collectively, "Claims"), then, unless limited below, Buyer and Broker-Related Party agree to
131. resolve the Claim(s) by binding arbitration administered by and under the rules of the National Center for Dispute Settlement ("NCDS")
132. (except to the extent that this Section conflicts with the NCDS rules). Alternatively, the parties may agree in writing to use another
133. arbitration provider and/or different rules for the arbitration. You are not, however, required to arbitrate Claims that you are authorized
134. by law or regulation to file in an administrative agency, commission, or board, unless the law or regulations governing these types of
135. Claims require or allow you to first bring them in arbitration.

136. **The Arbitration & Arbitrator.** The arbitration must be commenced by filing a written demand with NCDS (or the other chosen arbitration
137. provider). If Buyer can show that Buyer cannot afford the initial arbitration filing fee, then the Broker- Related Party will pay Buyer's initial
138. filing fee, but Buyer must pay Buyer's additional arbitration fees, attorney's and expert fees, and costs. This Contract and the Buyer's
139. purchase of property evidences a transaction involving interstate commerce and this Section must be interpreted and the arbitration
140. conducted under the Federal Arbitration Act ("FAA"). The arbitrator will have the exclusive authority to resolve any Claims between the
141. parties relating to the formation, enforceability, enforcement (including by non-signatories to this Agreement), applicability, waiver, or
142. interpretation of this Section under the FAA, including whether all or any part of this Section is void or voidable. The arbitrator must rule
143. on (a) his or her jurisdiction, including any objections with respect to the existence, scope, or validity of this Section; (b) the arbitrability of
144. any Claims; and (c) the existence or validity of this Contract. The arbitrator must interpret this Section as an enforceable contract
145. independent of the other terms of this Contract, and the arbitrator's decision that this Contract, or any part of this Contract, is null and void
146. will not for that reason alone render this Section invalid or unenforceable.

147. **Discovery; Confidentiality.** The arbitrator may order discovery sufficient to enable a full and fair exploration of the facts and legal issues
148. underlying the Claims, consistent with the expedited nature of arbitration. The parties and the arbitrator must keep all aspects of the
149. arbitration confidential and not make them part of the public record, including all (a) pleadings, motions, discovery, memoranda, and
150. other work product in the parties' or the arbitrator's files that were prepared for use in an arbitration hearing or conference or used in an
151. arbitral award; and (b) communications made by or to a party, the arbitrator, or any other person in or in connection with the arbitration
152. (the "Confidential Materials"). The parties must not disclose any Confidential Materials in any judicial or administrative proceeding, except
153. that a party may disclose certain Confidential Materials if the parties agree in writing to waive confidentiality over the Confidential
154. Materials.

155. **Award Limitations.** The arbitrator may award a party any remedy that would have been available had the parties litigated the Claims in
156. court, including money damages and injunctive relief. The arbitrator, however, cannot issue any award that includes any punitive, special,
157. consequential, incidental, indirect, or exemplary damages. Any arbitrator determination, finding, or award will be final and binding on the
158. parties, and either party may confirm any of them in a court with jurisdiction. A party cannot arbitrate any Claims unless the party
159. commences the arbitration within the statutes of limitation governing the Claims.

160. **Jury Waiver & Class Action Waiver.** **THE PARTIES WILL HAVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION, BUT THEY ARE**
161. **HEREBY GIVING UP THEIR RIGHTS TO RESOLVE THEIR CLAIMS IN A COURT OR JURY TRIAL.** The parties must submit their own,
162. individual Claims for resolution in the arbitration. **The parties hereby waive the following rights:** (a) the right to represent the interests
163. of any other person or join or consolidate any Claims by or against third parties; (b) the right to bring, join, or maintain any Claims (in
164. arbitration or otherwise) where the party or another person seeks to act (i) as a representative or member of a class, collective, or mass
165. action, (ii) in the general-public interest, or (iii) in any private- attorney-general capacity; and (c) **the right to participate in a class-action**
166. **lawsuit or class-wide arbitration;** and (d) the right to participate as a representative or member in a class arbitration or any consolidation
167. of individual arbitrations (collectively, the "Class Action Waivers"). The Class Action Waivers will control and supersede any contrary
168. agreements, statements, NCDS rules, or other arbitration provider's rules.

169. **Validity.** If any part of this Section, other than the Class Action Waivers, is determined to be invalid or unenforceable, then the remaining
170. parts of this Section still will remain fully enforceable. If any part of the Class Action Waivers is determined to be unenforceable, then the
171. Broker-Related Party will have the unilateral right to determine whether to proceed in arbitration or require that the Claims be brought in a
172. court with jurisdiction over the Claims, on the condition that a determination that the Class Action Waivers are unenforceable will be
173. subject to appeal.

174. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER AND BROKER.**

175. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.** ER 131-4 (4/23)

179. **NETWORK ONE:** Edina Realty's Network One is an application that "matches" buyers to properties that are not
180. yet listed on the open market. Broker does not provide information that identifies the buyer. Buyer agrees that
181. Broker can enter into the Network One Buyer's general price range and desired property characteristics.

182. **OFFERS:** Buyer understands that sellers or sellers' representatives may not treat the existence, terms, or
183. conditions of offers as confidential unless confidentiality is required by law regulation, or by any confidentiality
184. agreement between the parties

185. **CONSENT FOR COMMUNICATION:** Unless I have opted out under the procedure below, I give Edina Realty
186. and Edina Realty's affiliated companies my express permission to contact me by telephone, mail, fax, e-mail or other
187. means of communication, even if the telephone number is listed on a state, federal or company-specific
188. do-not-call list.

189. **FEDERAL NOTICE.** The Edina Realty family of companies is providing this notice. Edina Realty has brokerage,
190. title, mortgage and insurance affiliates; it also has a marketing arrangement for warranty services from HSA, Inc.
191. By entering into this contract, you give your permission for these companies to contact you regarding their
192. services. If you choose, however, you may limit them from marketing their products or services to you. Your choice
193. to limit the marketing offers from these companies will apply until you tell us to change your choice.

194. To limit marketing offers, contact us by telephone toll-free at 1-877-270-1289.

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

204.

205.

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

207. ENTIRE AGREEMENT: This Contract and any addenda or amendments signed by the parties shall
208. constitute the entire agreement between Buyer and Broker. Any other written or oral communication
209. between Buyer and Broker, including, but not limited to, e-mails, text messages, or other electronic
210. communications are not part of this Contract. This Contract can be modified or canceled only in writing
211. signed by Buyer and Broker or by operation of law. All monetary sums are deemed to be United States
212. currency for purposes of this Contract.

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

215. **Edina Realty, Inc.**

(Real Estate Company Name)

(Buyer) (Date)

216. (By) _____
(Licensee) (Date)

(Buyer) (Date)

217. _____
(Address)

(Address)

218. _____
(E-mail Address)

(E-mail Address)

219. _____
(Phone)

(Phone)

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



DON'T LET SCAM ARTISTS STEAL YOUR MONEY!

Because you are going to be involved in a real estate transaction where money is changing hands, **you are a potential target for cyber-criminals.** These sophisticated criminals could:

- **Try to hack into your email account or the email of other persons involved in your transaction and direct you to send a wire to the hacker's account.**
- **They can even send you emails that appear to be from your agent, your closer or another trusted source!**



WHEN YOU ARE USING EDINA REALTY TITLE TO CLOSE YOUR SALE, WE WILL NEVER ASK YOU TO WIRE MONEY.

Edina Realty Title will only request a cashier's check. If you receive wiring instructions, even if it appears legitimate, do not send money to that account.

Closing with another company? Always contact your closer directly before wiring any money. To ensure it's the closing company:

- **Do not use a phone number or other contact information from an email.**
- **Use a business number from another source (such as the closing company's website) to make sure you are actually talking to your closer and not someone intent on stealing your money.**

I acknowledge the above information:

(Buyer)

(Date)

(Buyer)

(Date)

2. **MINNESOTA LAW REQUIRES** that early in any relationship, real estate brokers or salespersons discuss with
3. consumers what type of agency representation or relationship they desire.⁽¹⁾ The available options are listed below. This
4. is **not** a contract. **This is an agency disclosure form only. If you desire representation you must enter into a**
5. **written contract, according to state law** (a listing contract or a buyer/tenant representation contract). Until such time
6. as you choose to enter into a written contract for representation, you will be treated as a customer and will not receive
7. any representation from the broker or salesperson. The broker or salesperson will be acting as a Facilitator (see
8. paragraph IV on page two (2)), unless the broker or salesperson is representing another party, as described below.

9. **ACKNOWLEDGMENT: I/We acknowledge that I/we have been presented with the below-described options.**
10. **I/We understand that until I/we have signed a representation contract, I/we am/are not represented by the**
11. **broker/salesperson. I/We understand that written consent is required for a dual agency relationship.**

12. **THIS IS A DISCLOSURE ONLY, NOT A CONTRACT FOR REPRESENTATION.**

13. _____
(Signature) (Date) (Signature) (Date)

14. I. **Seller's/Landlord's Broker:** A broker who lists a property, or a salesperson who is licensed to the listing broker,
15. represents the Seller/Landlord and acts on behalf of the Seller/Landlord. A Seller's/Landlord's broker owes to
16. the Seller/Landlord the fiduciary duties described on page two (2).⁽²⁾ The broker must also disclose to the Buyer
17. material facts as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and
18. significantly affect the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to
19. rental/lease transactions.) If a broker or salesperson working with a Buyer/Tenant as a customer is representing the
20. Seller/Landlord, he or she must act in the Seller's/Landlord's best interest and must tell the Seller/Landlord any
21. information disclosed to him or her, except confidential information acquired in a facilitator relationship (see paragraph
22. IV on page two (2)). In that case, the Buyer/Tenant will not be represented and will not receive advice and counsel
23. from the broker or salesperson.

24. II. **Buyer's/Tenant's Broker:** A Buyer/Tenant may enter into an agreement for the broker or salesperson to represent
25. and act on behalf of the Buyer/Tenant. The broker may represent the Buyer/Tenant only, and not the Seller/Landlord,
26. even if he or she is being paid in whole or in part by the Seller/Landlord. A Buyer's/Tenant's broker owes to the
27. Buyer/Tenant the fiduciary duties described on page two (2).⁽²⁾ The broker must disclose to the Buyer material facts
28. as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and significantly affect
29. the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)
30. If a broker or salesperson working with a Seller/Landlord as a customer is representing the Buyer/Tenant, he or
31. she must act in the Buyer's/Tenant's best interest and must tell the Buyer/Tenant any information disclosed to him
32. or her, except confidential information acquired in a facilitator relationship (see paragraph IV on page two (2)). In
33. that case, the Seller/Landlord will not be represented and will not receive advice and counsel from the broker or
34. salesperson.

35. III. **Dual Agency - Broker Representing both Seller/Landlord and Buyer/Tenant:** Dual agency occurs when one
36. broker or salesperson represents both parties to a transaction, or when two salespersons licensed to the same
37. broker each represent a party to the transaction. Dual agency requires the informed consent of all parties, and
38. means that the broker and salesperson owe the same duties to the Seller/Landlord and the Buyer/Tenant. This
39. role limits the level of representation the broker and salesperson can provide, and prohibits them from acting
40. exclusively for either party. In a dual agency, confidential information about price, terms and motivation for pursuing
41. a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose
42. specific information about him or her. Other information will be shared. Dual agents may not advocate for one party
43. to the detriment of the other.⁽³⁾

44. Within the limitations described above, dual agents owe to both Seller/Landlord and Buyer/Tenant the fiduciary
45. duties described below.⁽²⁾ Dual agents must disclose to Buyers material facts as defined in MN Statute 82.68, Subd.
46. 3, of which the broker is aware that could adversely and significantly affect the Buyer's use or enjoyment of the
47. property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)

49. IV. **Facilitator:** A broker or salesperson who performs services for a Buyer/Tenant, a Seller/Landlord or both but
50. does not represent either in a fiduciary capacity as a Buyer's/Tenant's Broker, Seller's/Landlord's Broker or Dual
51. Agent. **THE FACILITATOR BROKER OR SALESPERSON DOES NOT OWE ANY PARTY ANY OF THE FIDUCIARY**
52. **DUTIES LISTED BELOW, EXCEPT CONFIDENTIALITY, UNLESS THOSE DUTIES ARE INCLUDED IN A**
53. **WRITTEN FACILITATOR SERVICES AGREEMENT.** The facilitator broker or salesperson owes the duty of
54. confidentiality to the party but owes no other duty to the party except those duties required by law or contained in
55. a written facilitator services agreement, if any. In the event a facilitator broker or salesperson working with a Buyer/
56. Tenant shows a property listed by the facilitator broker or salesperson, then the facilitator broker or salesperson
57. must act as a Seller's/Landlord's Broker (see paragraph I on page one (1)). In the event a facilitator broker or
58. salesperson, working with a Seller/Landlord, accepts a showing of the property by a Buyer/Tenant being represented
59. by the facilitator broker or salesperson, then the facilitator broker or salesperson must act as a Buyer's/Tenant's
60. Broker (see paragraph II on page one (1)).

61. (1) This disclosure is required by law in any transaction involving property occupied or intended to be occupied by
62. one to four families as their residence.

63. (2) The fiduciary duties mentioned above are listed below and have the following meanings:
64. Loyalty - broker/salesperson will act only in client(s)' best interest.
65. Obedience - broker/salesperson will carry out all client(s)' lawful instructions.
66. Disclosure - broker/salesperson will disclose to client(s) all material facts of which broker/salesperson has knowledge
67. which might reasonably affect the client(s)' use and enjoyment of the property.
68. Confidentiality - broker/salesperson will keep client(s)' confidences unless required by law to disclose specific
69. information (such as disclosure of material facts to Buyers).
70. Reasonable Care - broker/salesperson will use reasonable care in performing duties as an agent.
71. Accounting - broker/salesperson will account to client(s) for all client(s)' money and property received as agent.
72. (3) If Seller(s)/Landlord(s) elect(s) not to agree to a dual agency relationship, Seller(s)/Landlord(s) may give up the
73. opportunity to sell/lease the property to Buyer(s)/Tenant(s) represented by the broker/salesperson. If Buyer(s)/
74. Tenant(s) elect(s) not to agree to a dual agency relationship, Buyer(s)/Tenant(s) may give up the opportunity to
75. purchase/lease properties listed by the broker.

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