

AGENCY RELATIONSHIPS IN REAL ESTATE TRANSACTIONS

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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.)

48. _____ I have had the opportunity to review the "Notice Regarding Predatory Offender Information" on
 (initial) (initial)

49. _____ page two. (2)