

AGENCY RELATIONSHIPS IN REAL ESTATE TRANSACTIONS

[Minn. Stat. § 82.67, Subd. 3]

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

9 **ACKNOWLEDGMENT:** I/We acknowledge that I/We have been presented with the below-described
10 options. I/We understand that until I/We have signed a representation contract, I/We are not represented by
11 the broker/salesperson. I/We understand that written consent is required for a dual agency relationship. **THIS**
12 **IS A DISCLOSURE ONLY, NOT A CONTRACT FOR REPRESENTATION.**

14 _____	_____
15 Signature	Date
16	
17 _____	_____
18 Signature	Date

19
20 **I. Seller's Broker:** A broker who lists a property, or a salesperson who is licensed to the listing broker,
21 represents the Seller and acts on behalf of the Seller. A Seller's broker owes to the Seller the fiduciary duties
22 described below.(2) The broker must also disclose to the Buyer material facts as defined in Minnesota
23 Statutes, section 82.68, subdivision 3, of which the broker is aware that could adversely and significantly
24 affect the Buyer's use or enjoyment of the property. If a broker or salesperson working with a Buyer as a
25 customer is representing the Seller, he or she must act in the Seller's best interest and must tell the Seller any
26 information disclosed to him or her, except confidential information acquired in a facilitator relationship (see
27 paragraph V below). In that case, the Buyer will not be represented and will not receive advice and counsel
28 from the broker or salesperson.

29 **II. Subagent:** A broker or salesperson who is working with a Buyer but represents the Seller. In this case,
30 the Buyer is the broker's customer and is not represented by that broker. If a broker or salesperson working
31 with a Buyer as a customer is representing the Seller, he or she must act in the Seller's best interest and must
32 tell the Seller any information that is disclosed to him or her. In that case, the Buyer will not be represented
33 and will not receive advice and counsel from the broker or salesperson.

34 **III. Buyer's Broker:** A Buyer may enter into an agreement for the broker or salesperson to represent and
35 act on behalf of the Buyer. The broker may represent the Buyer only, and not the Seller, even if he or she is
36 being paid in whole or in part by the Seller. A Buyer's broker owes to the Buyer the fiduciary duties
37 described below.(2) The broker must disclose to the Buyer material facts as defined in Minnesota Statutes,
38 section 82.68, subdivision 3, of which the broker is aware that could adversely and significantly affect the
39 Buyer's use or enjoyment of the property. If a broker or salesperson working with a Seller as a customer is
40 representing the Buyer, he or she must act in the Buyer's best interest and must tell the Buyer any information
41 disclosed to him or her, except confidential information acquired in a facilitator relationship (see paragraph
42 V below). In that case, the Seller will not be represented and will not receive advice and counsel from the
43 broker or salesperson.

44 **IV. Dual Agency-Broker Representing both Seller and Buyer:** Dual agency occurs when one broker or
45 salesperson represents both parties to a transaction, or when two salespersons licensed to the same broker each
46 represent a party to the transaction. Dual agency requires the informed consent of all parties, and means that
47 the broker and salesperson owe the same duties to the Seller and the Buyer. This role limits the level of
48 representation the broker and salespersons can provide, and prohibits them from acting exclusively for either
49 party. In a dual agency, confidential information about price, terms, and motivation for pursuing a transaction
50 will be kept confidential unless one party instructs the broker or salesperson in writing to disclose specific
51 information about him or her. Other information will be shared. Dual agents may not advocate for one party
52 to the detriment of the other.(3)

53 Within the limitations described above, dual agents owe to both Seller and Buyer the fiduciary duties
54 described below.(2) Dual agents must disclose to Buyers material facts as defined in Minnesota Statutes,
55 section 82.68, subdivision 3, of which the broker is aware that could adversely and significantly affect the
56 Buyer's use or enjoyment of the property.

57 **V. Facilitator:** A broker or salesperson who performs services for a Buyer, a Seller, or both but does not
58 represent either in a fiduciary capacity as a Buyer's Broker, Seller's Broker, or Dual Agent. **THE**
59 **FACILITATOR BROKER OR SALESPERSON DOES NOT OWE ANY PARTY ANY OF THE**
60 **FIDUCIARY DUTIES LISTED BELOW, EXCEPT CONFIDENTIALITY, UNLESS THOSE DUTIES**
61 **ARE INCLUDED IN A WRITTEN FACILITATOR SERVICES AGREEMENT.** The facilitator broker
62 or salesperson owes the duty of confidentiality to the party but owes no other duty to the party except those
63 duties required by law or contained in a written facilitator services agreement, if any. In the event a facilitator
64 broker or salesperson, working with a Buyer, shows a property listed by the facilitator broker or salesperson,
65 then the facilitator broker or salesperson must act as a Seller's Broker (see paragraph I above). In the event
66 a facilitator broker or salesperson, working with a Seller, accepts a showing of the property by a Buyer being
67 represented by the facilitator broker or salesperson, then the facilitator broker or salesperson must act as a
68 Buyer's Broker (see paragraph III above).

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

71 (2) The fiduciary duties mentioned above are listed below and have the following meanings:

72 **Loyalty** - broker/salesperson will act only in client(s)' best interest.

73 **Obedience** - broker/salesperson will carry out all client(s)' lawful instructions.

74 **Disclosure** - broker/salesperson will disclose to client(s) all material facts of which broker/salesperson
75 has knowledge which might reasonably affect the client's use and enjoyment of the property.

76 **Confidentiality** - broker/salesperson will keep client(s)' confidences unless required by law to
77 disclose specific information (such as disclosure of material facts to Buyers).

78 **Reasonable Care** - broker/salesperson will use reasonable care in performing duties as an agent.

79 **Accounting** - broker/salesperson will account to client(s) for all client(s)' money and property
80 received as agent.

81 (3) If Seller(s) decides not to agree to a dual agency relationship, Seller(s) may give up the opportunity to sell
82 the property to Buyers represented by the broker/salesperson. If Buyer(s) decides not to agree to a dual
83 agency relationship, Buyer(s) may give up the opportunity to purchase properties listed by the broker.