



AGENCY RELATIONSHIPS IN REAL ESTATE TRANSACTIONS

1. Page 1

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.)



AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

TO: Consumer(s)
FROM: eXp Realty
PROPERTY: _____
DATE: _____

This is to give you notice that eXp World Holdings, Inc., the parent corporation of each of those subsidiaries comprising the eXp Realty® brand of real estate brokerage companies¹ (hereinafter collectively referred to as “**eXp Realty**”), has a business relationship with the following companies listed below:

- **SUCCESS Lending, LLC (“SUCCESS Lending”)** for mortgage loan financing: eXp Realty has an indirect ownership interest in SUCCESS Lending and a business relationship with Kind Partners, LLC, a wholly owned subsidiary of Kind Lending, LLC (hereinafter collectively referred to as “**Kind**”). eXp World Holdings, Inc.’s wholly owned subsidiary, SUCCESS World Holdings, LLC, owns 50% of SUCCESS Lending. Kind also owns 50% of SUCCESS Lending. Because of this relationship, a referral to SUCCESS Lending may provide eXp Realty and Kind, and its and their owners, affiliates, and employees, with a financial or other benefit.
- eXp Realty has a business relationship with, but no ownership interest in, America’s Preferred Home Warranty, Inc. (home warranty services), Transactly, Inc. (real estate transaction coordination services), and SkySlope, Inc. (real estate transaction coordination services). Because of these relationships, eXp Realty, and its owners, affiliates, and employees may receive financial or other benefits

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition for the settlement of your loan, or purchase, sale, financing or refinance of the subject property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

COMPANY	ESTIMATED CHARGE OR RANGE OF CHARGES
SUCCESS LENDING, LLC This company provides various real estate mortgage loan origination activities either as a third-party originator or a mortgage broker, including loan pre-qualification, loan origination, loan pre-approval, loan structuring, processing and closing. The estimated charges for the settlement services provided by SUCCESS Lending are detailed on the	Loan Discount Fee/points ¹ : 0-4.00% of loan amount Administrative Fee ² : \$1,250.00 Flood Fee: \$7.00 Tax Service: \$86.00 Appraisal Fee: \$525.00 Credit Report Fee: \$32.00 per borrower, unless married co-borrowers in which event it is an aggregate total of \$32.00; \$32.00 per borrower for each repulped credit report. Actual charges may vary according to the particular lender, settlement service product selected, the particular circumstances of the underlying transaction, the state where the property is located, borrower elections, etc. Some or all of these fees may be charged by third-parties.

¹ eXp Realty, LLC (in all states except those that follow); eXp Realty of California, Inc. (in California); eXp Realty of Northern California, Inc. (in northern California); eXp Realty of Greater Los Angeles, Inc. (in central California); eXp Realty of Southern California, Inc. (in southern California); eXp Realty North, LLC (in N. Dakota, Minnesota, and portions of New York, except as further qualified); eXp Realty of Connecticut, LLC (in Connecticut, and Brooklyn, New York); and eXp Realty Associates, LLC (in Brooklyn, mid-town, and downtown, New York City).



COMPANY	ESTIMATED CHARGE OR RANGE OF CHARGES
Good Faith Estimate being provided to you by your loan officer.	<p>¹ The loan discount fee/points are affected by the note rate. Depending upon market conditions, the loan discount fee/points may be higher to adjust for below-market rates.</p> <p>² There are other charges imposed in connection with mortgage loans. In addition, a lender may require the use of other service providers, including but not limited to any attorney, credit reporting agency or real estate appraiser chosen to represent the lender's interest. If you apply to any of these companies for a loan, you will receive additional information regarding anticipated charges.</p>

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURE

I/we have read this disclosure form, and understand that eXp Realty is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

Consumer 1:

Signature

Print Name

Date

Consumer 2:

Signature

Print Name

Date

(For Colorado Residents Only): This form has not been approved by the Colorado Real Estate Commission.

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To: _____

From: Pemberton Homes Team, eXp Realty

Property: _____

Date: _____

This is to give you notice that Pemberton Homes Team ("Real Estate Team") has a business relationship with (1) Flex Title Company, LLC ("Flex Title"), a title insurance and closing agent; (2) Flex Mortgage, LLC ("Flex Mortgage"), a mortgage company; and (3) Pemberton Insurance, LLC ("Pemberton Insurance"), a licensed property and casualty insurance agency that conducts business with Insurance Resource Group. Specifically, one owner of Real Estate Team owns 50% of Flex Mortgage. In addition, the two owners of Real Estate Team and certain of Real Estate Team's employees own a combined 76% of Flex Title. Finally, one owner of Real Estate Team wholly owns Pemberton Insurance, which performs services as an insurance agency in connection with homeowners insurance policies issued by Insurance Resource Group. Neither the Real Estate Team nor its owners or employees have an ownership interest in Insurance Resource Group. Because of this relationship, this referral may provide Real Estate Team and its agents a financial or other benefit.

eXp Realty, LLC, together with its subsidiaries and affiliates (collectively, "eXp Realty"), does not have any relationship with Flex Title, Flex Mortgage, or Pemberton Insurance, nor will eXp Realty receive any benefit, financial or otherwise, from any referral to Flex Title, Flex Mortgage, or Pemberton Insurance given by Real Estate Team or its agents. eXp Realty's business relationship is with Real Estate Team, serving as Real Estate Team's real estate brokerage firm. Real Estate Team is an independent contractor of eXp Realty.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for the settlement on your loan or purchase, sale, or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

<u>Settlement Service Provider</u>	<u>Charge/Range of Charges</u>
Flex Title Company, LLC	Title Insurance Policy: \$913-\$1,000 on a \$250,000 property (rates vary) Buyer Fees: Closing Fee: \$300.00 Title Exam: \$750.00 Seller Fees: Closing Fee: \$450.00 Doc Prep Fee: \$150.00 Payoff Processing/Handling Fee: \$60 (per occurrence) Refinance: Closing Fee: \$250.00 Title Exam Fee: \$725.00 New Construction: Closing Fee: \$350.00 Draw Fee: \$400 Search/Exam: \$750.00 Priority Pics: \$200.00 If Requested: \$100 per inspection (\$150.00 for out of metro) If Requested: \$150.00 Out of Metro Tract Search Fee End Loan/Modification: Closing Fee: \$150.00 Tract check: \$150.00 (within 6 months)

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

	<p>Simultaneous 2nd: Closing Fee: \$150.00 MHFA Closing Fee \$100.00 Title Exam: \$100.00 Courier/Wire Fee: \$50.00</p> <p>Stand Alone 2nd: Closing Fee: \$150.00 Title Exam: \$275.00 O&E Reports: \$150.00</p> <p>SPECIAL FEES/ADD ONS: *Wire/Courier Fee \$50.00 *Escrow Fee \$200.00 *Pre-Sign Fee \$150.00 * RON/Mobile Notary Fee: \$150 Additional Out of Metro Search Fee of \$150.00 for any County not listed below: MN: Hennepin, Dakota, Ramsey, Washington, Scott, Anoka, Carver, Chisago, Sherburne, Wright</p>
Flex Mortgage, LLC	<p>Loan Origination Charge 0-3.00% of loan amount (may include 3rd party fees) Loan Discount Fee/points¹ 0-5% of loan amount Application/Processing Fee² \$0.00 – \$875.00 Flood and tax service: \$0.00 - \$95.00 Underwriting Fee: \$0.00 - \$1295.00 Document Review Fee: \$0.00 - \$500.00 Appraisal Fee: \$0.00 - \$990.00 Credit Report Fee: \$0.00 - \$78.00</p> <p>Actual charges may vary according to the particular lender selected, the particular circumstances of the underlying transaction, borrower elections, etc. Some or all of these fees may be charged by third-parties and/or the Member Mortgage Lender/Mortgage Broker.</p> <p>The Member Lenders and Mortgage Brokers have agreed to pay a fee ranging from 0.5% to 2.0% of the loan amount to Flex Mortgage in connection with a range of loan origination services provided by Flex Mortgage to the Member Lender/Mortgage Broker. The fees are paid directly to Flex Mortgage by the Member Lender/Mortgage Broker and are not billed directly to you.</p> <p>¹ The loan discount fee/points are affected by the note rate. Depending upon market conditions, the loan discount fee/points may be higher to adjust for below-market rates.</p> <p>² There are other charges imposed in connection with mortgage loans. In addition, a lender may require the use of other service providers, including but not limited to any attorney, credit reporting agency or real estate appraiser chosen to represent the lender's interest. If you apply to any of these companies for a loan, you will receive additional information regarding anticipated charges.</p>
Pemberton Insurance, LLC	Homeowners' insurance policy: average of \$1,800 per year

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

ACKNOWLEDGMENT

I/we have read this disclosure form, and understand that Real Estate Team is referring me/us to purchase the above-described settlement service(s) from the named service provider above and Real Estate Team and its agents may receive a financial or other benefit as a result of this referral.

Buyer's or Seller's Signature

Date

Buyer's or Seller's Signature

Date

AGENCY RELATIONSHIPS IN REAL ESTATE TRANSACTIONS

48. Page 2

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)).

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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.

MN:AGCYDISC-2 (8/19)



**DISCLOSURE/AMENDMENT
STATEMENT: COMPENSATION**

Date _____

Page _____ of _____

1. If Broker is receiving any compensation, relating to the property located at:
2. _____,
3. the Broker hereby notifies client that the amount of compensation to be paid to Broker, excluding listing
4. portion, is (check all that apply):
5. From: The Seller/Owner or their Broker
6. ☒ 2.7% _____ % (Percent) of the sale price
7. ☐ _____ \$ (Dollars)
8. ☐ _____ Other
9. From: The Buyer/Tenant
10. ☐ _____ % (Percent) of the sale price
11. ☒ \$695 _____ \$ (Dollars)
12. ☐ _____ Other
13. From: Other(s) – company name: [This may be a Home Warranty Company, Other Company etc.]
14. ☐ _____ % (Percent) of the sale price
15. ☐ _____ \$ (Dollars)
16. ☐ _____ Other
17. Client agrees that if these amounts differ on the Buyers Representation Contract or the Listing Contract (as
18. applicable) both parties hereby agree to amend said contract to the amounts listed here and will prevail as
19. Broker's Compensation. I/We hereby acknowledge that I/we have received a copy of this Compensation
20. Disclosure prior to signing a lease or an offer to purchase the property. Client agrees and gives consent to
21. Broker to accept the compensation above.
22. _____
23. (Client's Signature) (Date) (Client's Signature) (Date)
24. _____
25. (Agent Signature) (Date)

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



BUYER REPRESENTATION CONTRACT: EXCLUSIVE

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.
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1. Date _____

2. Page 1 of _____ pages

3. **DEFINITIONS:** Buyer is _____ ("Buyer").
(e.g., individual(s), estate, trust, corporation, etc.)

4. Broker is **eXp Realty** _____ ("Broker").
(Real Estate Company Name)

5. Buyer gives Broker the exclusive right to locate and/or to assist in negotiations for the purchase, exchange of or option
6. to purchase ("Purchase") property located in Minnesota at a price and with terms acceptable to Buyer. This Contract starts on
7. _____, and ends at 11:59 P.M. on _____.

8. This Contract terminates upon successful closing of a property or expiration or cancellation of this Contract, whichever
9. occurs first.

10. This Contract may only be canceled by written mutual agreement of the parties.

11. **BROKER'S OBLIGATION:** Broker shall make a reasonable effort to locate property acceptable to Buyer. Broker
12. shall use professional knowledge and skills to assist in negotiations for the Purchase of property. Broker shall assist
13. Buyer throughout the transaction. Broker shall act in Buyer's best interest at all times, subject to any limitations
14. imposed by law or dual agency. Broker shall comply with all applicable fair housing and nondiscrimination regulations.

15. **BUYER'S OBLIGATION:** Buyer shall work exclusively with Broker for the Purchase of property. Buyer shall promptly
16. furnish to Broker accurate and relevant personal financial information to ascertain Buyer's ability to Purchase property,
17. if requested. Buyer shall cooperate with Broker in finding a property to Purchase. After a purchase agreement has
18. been accepted by seller, Buyer is legally obligated to Purchase the property. If Buyer refuses to close the Purchase for
19. any reason other than the failure of seller to perform, subject to relevant contingencies, Buyer shall pay Broker all
20. compensation due under this Contract.

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

24. **BROKER'S COMPENSATION:** *(Fill in all blanks.)*

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

27. 1. Buyer agrees to pay Broker a retainer fee of \$ 0 at the commencement of this Contract,
28. which fee shall be kept by Broker whether or not Buyer Purchases property. The retainer fee shall apply toward
29. satisfaction of any obligation to compensate Broker.

30. 2. Buyer shall pay Broker, as Broker's compensation, 0 percent (%) of the selling price or
31. \$ 0, whichever is greater, when Buyer closes the Purchase, if:

32. A: Buyer Purchases or agrees to Purchase a property before the expiration of this Contract, even if Buyer does
33. not use Broker's services; or

34. B: within 180 days (*not to exceed six (6) months*) after the expiration of this Contract, Buyer Purchases
35. property which either Broker or licensee representing Buyer has shown or exhibited to Buyer, or specifically
36. brought to the attention of Buyer, before the expiration of this Contract, as long as Broker has identified this
37. property on a written list Broker gives to Buyer within 72 hours after the expiration of this Contract.

38. Broker is authorized to negotiate and receive compensation paid by seller, or broker representing or assisting seller.
39. Any compensation accepted by Broker from seller, or broker representing or assisting seller, ☐ **SHALL** ☒ **SHALL NOT**
------(Check one.)-----

40. reduce any obligation of Buyer to pay the compensation by the amount received by seller or broker. Broker must inform
41. Buyer in writing before Buyer signs an offer to Purchase the property (utilizing *Disclosure Statement: Compensation*
42. *Disclosure to Buyer/Tenant* or other written disclosure) the amount of compensation or the basis for computing the
43. compensation.

**BUYER REPRESENTATION
CONTRACT: EXCLUSIVE**

44. Page 2

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

48. **CAUTION: BUYER'S ACTIONS IN LOCATING A PROPERTY MAY AFFECT PAYMENT OF COMPENSATION BY**
49. **SELLER(S) AND MAY THEREFORE OBLIGATE BUYER TO PAY ALL OR PART OF THE COMPENSATION**
50. **IN CASH AT CLOSING. FOR EXAMPLE: THE ACT OF GOING THROUGH AN OPEN HOUSE**
51. **UNACCOMPANIED BY BUYER'S BROKER OR LICENSEE REPRESENTING BUYER; OR SIGNING**
52. **A PURCHASE AGREEMENT THROUGH ANOTHER BROKER OR WITH OWNER (FOR SALE BY**
53. **OWNER) MAY REQUIRE BUYER'S PAYMENT OF THE FULL COMPENSATION TO BUYER'S BROKER.**

54. **GENERAL NATURE OF PROPERTY:** (Including the following property types: existing, new construction or to-be-
55. built.)
56. *(Check all that apply.)*

57. ☐ **COMMERCIAL/INDUSTRIAL** ☐ **FARM** ☐ **RECREATION**
58. ☐ **RESIDENTIAL/INVESTMENT** ☐ **RESIDENTIAL/PERSONAL** ☐ **VACANT LAND**

59. **CLOSING SERVICES:**

60. **NOTICE:** THE REAL ESTATE BROKER, LICENSEE REPRESENTING BUYER, OR REAL ESTATE CLOSING AGENT
61. HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS OPINIONS
62. REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING ITSELF.

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

66. Buyer's choice for closing services: *(Check one.)*

67. ☐ Buyer directs Broker to arrange for a qualified closing agent to conduct the closing.
68. ☐ Buyer shall arrange for a qualified closing agent or Buyer's attorney to conduct the closing.

69. _____
(Buyer's Initials) (Buyer's Initials)

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

72. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
73. provides that a transferee ("Buyer") of a United States real property interest must withhold tax from the transferor
74. ("Seller") if the Seller is a foreign person and no exceptions from FIRPTA withholding apply. A Buyer is personally
75. liable for the full amount of FIRPTA withholding tax required to be withheld unless the Seller furnishes Buyer with
76. specific documentation ensuring Buyer is exempt from the withholding requirements as prescribed under 26 USC
77. §1445. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility
78. for withholding the applicable tax, Buyer should **seek appropriate legal and tax advice regarding FIRPTA compliance,**
79. **as Broker will be unable to assure Buyer that the transaction is exempt from the withholding requirements.**

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

**BUYER REPRESENTATION
CONTRACT: EXCLUSIVE**

84. Page 3

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

95. Buyer's Instructions to Broker:

96. Having read and understood this information about dual agency, Buyer now instructs Broker as follows:

97. ☐ Buyer will agree to a dual agency representation and will consider properties listed by Broker.

98. ☐ Buyer will not agree to a dual agency representation and will not consider properties listed by Broker.

99. Real Estate Company Name: eXp Realty

100. Buyer: _____

101. By: _____ Buyer: _____
(Licensee)

102. Date: _____

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

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

110. **TERMINATION OF FIDUCIARY DUTIES:** Broker's fiduciary duties, except the duty of confidentiality, terminate upon
111. Buyer's successful closing of a property or expiration or cancellation of this Contract, whichever occurs first.

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

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

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

124. **CONSENT FOR COMMUNICATION:** Buyer authorizes Broker and its representatives to contact Buyer by mail, phone,
125. fax, e-mail, text message or other means of communication during the term of this Contract and any time thereafter.

**BUYER REPRESENTATION
CONTRACT: EXCLUSIVE**

126. Page 4

127. **OTHER:**

128. Buyer agrees and understands that there is a one time \$695 transaction processing fee.

129. _____

130. _____

131. _____

132. **BROKER**

BUYER

133. **ACCEPTED BY:** eXp Realty
(Real Estate Company Name)

ACCEPTED BY: _____
(Buyer's Signature)

134. **By:** _____
(Licensee's Signature)

(Buyer's Printed Name)

135. Jennifer Lynn Casanova-Roers
(Licensee's Printed Name)

(Date)

136. _____
(Date)

(Address)

137. 4525 White Bear Parkway
(Address)

(City/State/Zip)

138. White Bear Lake MN 55110
(City/State/Zip)

(Phone)

139. 651-699-1205
(Phone)

(E-Mail Address)

140. jennifer.casanova@teampemberton.com
(E-Mail Address)

BUYER

ACCEPTED BY: _____
(Buyer's Signature)

(Buyer's Printed Name)

(Date)

(Address)

(City/State/Zip)

(Phone)

(E-Mail Address)

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

WIRE FRAUD ALERT



Internet fraud — the use of Internet services or software with Internet access to defraud victims — is on the rise in real estate transactions.

THESE SOPHISTICATED CRIMINALS COULD:

- **HACK INTO YOUR E-MAIL ACCOUNT** or the e-mail of others involved in your real estate transaction and may direct you to wire money to the hacker's account.
- **SEND FRAUDULENT E-MAILS** that appear to be from your real estate licensee, lender, or closing agent.
- **CALL YOU** claiming they have revised wiring instructions.

Buyers/Tenants and Sellers/Owners are advised to:

- (1) Never wire funds without confirming the wiring instructions directly with the intended recipient.
- (2) Verify that the contact information for the wire transfer recipient is legitimate by calling a known phone number for the broker or closing agent. Do not rely on the information given to you in an e-mail communication.
- (3) Never send personal information through unsecured/unencrypted e-mail.

If you suspect wire fraud in your transaction:

- (1) Immediately notify your bank, closing agent, and real estate licensee.
- (2) File a complaint online at the Internet Crime Complaint Center (IC3) at <http://www.ic3.gov>.

The undersigned acknowledge receipt of this wire fraud alert and understand the importance of taking proactive measures to avoid being a victim of wire fraud in a real estate transaction.

(Signature)

(Date)

(Signature)

(Date)

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