kw SELECT REALTY
KELLERWILLIAMS

AGENCY RELATIONSHIPS IN REAL ESTATE TRANSACTIONS

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

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

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

______________________________ (Signature) (Date) ______________________________ (Signature) (Date)

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

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

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

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

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

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

(2) The fiduciary duties mentioned above are listed below and have the following meanings:
Loyalty - broker/salesperson will act only in client(s)' best interest.
Obedience - broker/salesperson will carry out all client(s)' lawful instructions.
Disclosure - broker/salesperson will disclose to client(s) all material facts of which broker/salesperson has knowledge which might reasonably affect the client(s)' use and enjoyment of the property.
Confidentiality - broker/salesperson will keep client(s)' confidences unless required by law to disclose specific information (such as disclosure of material facts to Buyers).
Reasonable Care - broker/salesperson will use reasonable care in performing duties as an agent.
Accounting - broker/salesperson will account to client(s) for all client(s)' money and property received as agent.

(3) If Seller(s)/Landlord(s) elect(s) not to agree to a dual agency relationship, Seller(s)/Landlord(s) may give up the opportunity to sell/lease the property to Buyer(s)/Tenant(s) represented by the broker/salesperson. If Buyer(s)/Tenant(s) elect(s) not to agree to a dual agency relationship, Buyer(s)/Tenant(s) may give up the opportunity to purchase/lease properties listed by the broker.

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

KELLERWILLIAMS REALTY

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To:_________________________________ **Date:**__________
(Client / consumer's name)

From: Paradigm REG South Suburban, LLC d/b/a Keller Williams Select Realty
Applicable Property or Matter: ______________________ or to be determined.

This is to give you notice that Paradigm REG South Suburban LLC doing business as Keller Williams Select Realty (Referred to as "Keller Williams") have business and ownership relationships with settlement service providers set forth below. Because of these relationships, referrals to these or recommendation of these entities may provide a financial or other benefit to the referring party.

Mortgage Services: **Keller Home Loans, LLC**, and Keller Williams have a business relationship. Certain officers, directors, and owners of Keller Williams Realty, Inc. (KWRI), our franchisor, and certain officers, agents, directors, and owners of Keller Williams have or may have an indirect ownership interest or be employees of Keller Home Loans. Because of this relationship, this referral may provide KWRI and Keller Williams, and/or their officers, directors, agents, employees, or owners of KWRI and/or Keller Williams with a financial or other benefit.

You are NOT required to use any of the listed providers as a condition for purchase, sale, or refinance of the subject property. There are other settlement service providers available with similar services. You are strongly encouraged to shop around to determine that you are receiving the best service and rates for these services.

Set forth below are the estimated charges or range of charges for the settlement services listed. Charges for services provided by the listed providers are anticipated to typically fall within the range of fees identified below for the types of services identified, although you are encouraged to contact the provider directly to inquire about specific fees or details that may be unique to your transaction. For any service not listed the fees are typically determined on a case-by-case basis and may vary in each transaction as negotiated with the client.

Service Provider	Settlement Service	Estimated Charges or Range of Charges
Keller Home Loans *The loan discount fee/points are affected by the interest rate on your loan and may be higher if your interest rate is below market. In addition, the lender may require that you pay for the services of an attorney, credit reporting agency, or real estate appraiser chosen by the lender to represent the lender's interest.*	Loan Origination Charge Loan Discount fee/points Underwriting Fee Processing fee Application Fee	0.00% to 4.00% 0.00% to 4.00% $0.00 to $900.00 $0.00 to $500.00 $0.00 to $500.00

Purpose for this disclosure: Federal law known as the Real Estate Settlement Procedures Act (or "RESPA") requires that when referrals are made between or among affiliated businesses, the referring party must provide you with a disclosure that identifies you have a right to shop around for other providers, that you are not required to use a provider to whom we refer you, and that other providers might offer better rates or services.

Set forth below are the estimated charges or range of charges for the settlement services listed.

Charges for services provided by Title Fusion LLC. are typically within the range identified below for the types of services identified. For any service not listed, the fees are typically determined on a case-by-case basis, and may vary in each transaction as negotiated with the client.

Description of services performed	Settlement Service
Closing Fee Title Evidence (Title search, title exam, plat drawings, name/assessment searches)	$125-$595 $525-$800
Mortgage/Lender Policy of Title Insurance (Buyer)	Premium of no more than $3.25 per $1,000 of mortgage amount
Owner's Policy of Title Insurance (Buyer/Seller)	Premium of no more than #3.00 per $1,000 of sales price
Mortgage/Lender Policy of Title Insurance for Refinance Loan Policies	Premium of no more than $2.00 per $1,000 of mortgage amount *Fees may be higher if using a standard ALTA Homeowners Policy

ACKNOWLEDGEMENT: I/we have read this disclosure form and understand that Keller Williams and the service providers listed may be referring me/us to purchase the above-described settlement services and may receive a financial or other benefit as the result of these referrals.

I/we understand that I/we have the right to select our own providers for these services, and that Keller Williams and its agents strongly encourage me/us to shop for the best service and rates for these services.

Signed on Click by:

Sign: Buyer **Date:**

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Print Name: Buyer

Sign: ______________________ **Date:** ______________

Print Name: ______________________

KW SELECT REALTY
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NOTICE REGARDING FEDERAL FINCEN REPORTING REQUIREMENTS

Notice Regarding Federal FinCEN Reporting Requirements

Pursuant to the Code of Federal Regulations at 31 C.F.R. § 1031.320, beginning on March 1, 2026, information related to certain real estate transactions must be reported to the United States Treasury Department's Financial Crimes Enforcement Network (FinCEN). The reporting requirement was issued in an effort to curtail the ability for illicit actors to launder money through transfers of residential real property. Under the rule, a transaction is reportable to the U.S. Treasury when all four of the following conditions are met:

a) The transaction is a transfer of ownership interest in residential real property;
b) The transfer is not financed by a traditional mortgage lender subject to federal anti-money-laundering and Suspicious Activity Report requirements;
c) The residential real property is transferred to a legal entity other than an individual, such as a limited liability company, corporation, partnership, estate, trust, or association; and
d) There are no exceptions that apply.

If the property is subject to the FinCEN reporting requirements, a reporting person must submit information necessary to comply with the reporting requirements, including, but not limited to: information sufficient to identify themselves, the residential real property being transferred, the transferor entity, the beneficial owners of the transferor entity, all trustees of a transferor trust, the transferee entity, the beneficial owners of the transferee entity, and consideration paid for the property, if applicable.

The reporting person, typically the settlement agent, is responsible for submitting the information required in the FinCEN Real Estate Report. If the information is not provided by the parties to the transaction, the title company may not proceed with the closing due to the significant criminal and civil penalties for non-compliance.

REAL ESTATE BROKERS AND SALESPEOPLE ARE NOT RESPONSIBLE FOR DETERMINING WHETHER A TRANSACTION IS REPORTABLE UNDER FINCEN REGULATIONS AND DO NOT SUBMIT FINCEN REPORTS. THIS IS NOT LEGAL ADVICE. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL LEGAL ADVICE REGARDING FINCEN REPORTING REQUIREMENTS.

ACKNOWLEDGEMENT:

I/We acknowledge that I/we have been presented with this *Notice Regarding Federal FinCEN Reporting Requirements*.

Signed on Click by:
Buyer
cLgR02xnBV9hKsC...

(Signature) (Date) (Signature) (Date)