

**SELLER FACILITATOR
SERVICES AGREEMENT**

1. Date _____
2. Page 1 of 3

3. "I" or "me" means _____ (Seller)
4. "You" means Almost FREE Realty, Inc. (Broker)
5. This Agreement starts on _____ and ends on 11:59 p.m. on _____
6. I give You the EXCLUSIVE right to provide the services specified below. I understand that
7. You are not representing me as my agent and owe me no fiduciary duties other than as
8. specified in this Agreement. I understand that confidential information about price, terms
9. and motivation for pursuing the transaction given to You shall be kept confidential unless I
10. instruct You in writing to disclose specific information. You shall deal honestly with all
11. parties. You shall use reasonable efforts and professional knowledge and skill to assist me
12. in selling. You shall comply with Minnesota law regarding escrow of funds related to the
13. sale or purchase of property. You must disclose to potential purchasers all material facts as
14. defined in MN Statute 82.22, Subd. 8, pertaining to the property, of which You are aware,
15. which could adversely and significantly affect an ordinary purchaser's use or enjoyment of
16. the property or any intended use of the property, of which You are aware.
17. **BROKER'S OBLIGATION:** You shall:
18. provide me with information about other service providers related to the real estate
19. transaction (e.g., real estate closers).
20. provide MLS listing, Internet listing, installation and removal of professional yard sign,
21. photos, use of lock-box, necessary paperwork.
22. I authorize You to offer for sale the property located at
- _____
23. _____ (the "Property"),
24. for the price of \$_____. I shall grant You access to the Property
25. and I authorize You to market the Property, including submission of data to a Multiple
26. Listing Service (MLS). You may place information on the Internet concerning the Property.
27. If You sell the Property, You may notify MLS and member REALTORS of the price and
28. terms of the sale. This Agreement does not give You authority to rent or manage the
29. Property. To secure payment of your compensation, I hereby assign to You the proceeds of
30. the sale of the Property in an amount equal to the compensation due You under this
31. Agreement.
32. **SELLER'S OBLIGATION:** I agree to provide You with necessary disclosures and
33. documents to facilitate this transaction. I have full legal right to sell the Property.

34. **WARRANTY:** There are warranty programs available for some properties which warrant
35. the performance of certain components of a property, which warranty programs Seller may
36. wish to investigate prior to the sale of the Property.

37. **CLOSING SERVICES:**

38. **NOTICE:** THE REAL ESTATE BROKER, REAL ESTATE SALESPERSON OR REAL
39. ESTATE AGENT HAS NOT, AND UNDER APPLICABLE STATE LAW, MAY NOT
40. EXPRESS OPINIONS REGARDING THE LEGAL EFFECT OF THE CLOSING
41. DOCUMENTS OR OF THE CLOSING ITSELF.

42. After a purchase agreement for the property is signed, arrangements must be made to close
43. the transaction. I understand that no one can require me to use a particular person in
44. connection with a real estate closing and that I may arrange for a qualified closing agent, or
45. my attorney, to conduct the closing. I understand that I may be required to pay certain
46. closing costs, which may effectively reduce the proceeds from the sale.

47. Closing services.
(Initial)

48. _____ I shall arrange for a qualified closing agent or my attorney to conduct the
49. closing.

50. **COMPENSATION:**
(Initial All)

51. _____ I agree to pay Almost FREE Realty, Inc. a fee of \$495.00 at the
52. commencement of this Agreement, which fee shall be kept by
53. Almost FREE Realty, Inc. whether or not I sell the Property.
54. _____ If the buyer is represented by a Buyer's broker, I shall pay the Buyer's
55. broker a commission equal to 2.7% of the sale price at closing.

56. **COMPENSATION DISCLOSURE:** Your compensation to cooperating brokers shall be as
57. specified in the MLS unless YOU notify me otherwise in writing.

58. **FAIR HOUSING NOTICE:** I understand that I may not refuse to sell, or discriminate in
59. the terms, conditions or privileges of sale, to any person due to his/her race, color, creed,
60. religion, national origin, sex, marital status, status with regard to public assistance, handicap
61. (whether physical or mental), sexual orientation or family status. I understand further that
62. local ordinances may include other protected classes.

63. **ADDITIONAL NOTICES AND TERMS:** As of this date I have not received notices from
64. any municipality, government agency or homeowners association about the Property that I

65. have not told You about, and I agree to promptly tell You of any notices of that type that I
66. receive.

67. This shall serve as my written notice granting You permission to obtain mortgage
68. information (e.g., mortgage balance, interest rate, payoff and/or assumption figures, etc.)
69. regarding any existing financing on this Property. A copy of this document shall be as valid
70. as the original.

71. If either You or I bring an action for enforcement of this Agreement, the prevailing party in
72. such action shall be entitled to recover all costs and expenses, including all reasonable
73. attorneys' fees and court costs.

74. **CONSENT FOR COMMUNICATION:** Seller authorizes Broker and its licensees to
75. contact Seller by mail, phone, fax, e-mail or other means of communication during the term
76. of this Agreement and anytime thereafter.

77. **CERTIFICATION INDIVIDUAL TRANSFEROR: Section 1445 of the Internal**
78. **Revenue Code provides that a transferee (Buyer) of a U.S. real property interest must**
79. **be notified in writing, and must withhold tax if the transferor (Seller) is a foreign**
80. **person and the sale price exceeds \$300,000. In the event transferor (Seller) is a foreign**
81. **person and the sale price exceeds \$300,000, requirements of the 1980 Foreign**
82. **Investment in Real Property Tax Act (FIRPTA) will be fulfilled.**

83. **Seller(s) state(s) and acknowledge(s) the following:**

84. I am a citizen of the United States or, if a corporation, partnership or other business entity,
85. duly incorporated in the United States, or, if a partnership or business entity, formed and
86. governed by the laws of the United States:

87. _____ Yes _____ No

88. If "No," please state country of citizenship, incorporation or the like: _____

89. Under the penalties of perjury I declare that I have examined this certification and, to the
90. best of my knowledge and belief, it is true, correct and complete.

91. **ACCEPTED BY:** Almost FREE Realty, Inc. **BY:** _____
Real Estate Company Licensee

92. Date Signed: _____, 2008

93. **ACCEPTED BY:** _____
(Seller) (Date)

94. **ACCEPTED BY:** _____
(Seller) (Date)