

Multiple Listing Service Customer Information

(Please complete sections 1, 2 and 3)

Section #1

Name: _____

Billing Address: _____

Property Address (if different): _____

Home Phone Number: ____ ____ ____ - ____ ____ ____ - ____ ____ ____

Work Phone Number: ____ ____ ____ - ____ ____ ____ - ____ ____ ____

Visa/Mastercard/Discover/American Express number*: (circle one card)

____ ____ ____ - ____ ____ ____ - ____ ____ ____ - ____ ____ ____

Expiration Date: ____ ____ / ____ ____ ____ (3 Digit card code) ____ ____ ____

Signature: _____

Would you prefer to be billed by invoice or charge the card?

*HomeAvenue, Inc. policy: Must have on file

Section #2

Please provide your email address so we can send you a copy of your MLS listing upon activation. If there are any changes to be made, please contact us as soon as possible.

Email: _____

Section #3

Please select one of the following payment options:

I ordered the Realtor Assisted Package for \$2,895.00

I ordered the For Sale By Owner Package plus MLS Access for the one-time fee of \$698.00 OR For Sale By Owner Package + MLS + CMA for \$797.00

I originally ordered the For Sale By Owner Package without MLS Access and would now like to add it for a one-time fee of \$299.00

\$249.00 per month (a la carte)(recurring charge until cancelled)

\$399.00 one-time fee (a la carte)

HOW TO COMPLETE THE MLS FORMS

All individuals who have ownership, or both husband and wife of married owners, must sign the forms.

1. COMPLETE THE MLS LISTING INPUT FORM

Please complete pages 1-6. All fields in red are required. Fields in black are optional. Please read the Authorizations and Disclosures Sections before signing the form. This contract expires one year from the activation date. You may cancel this agreement at any time. To cancel this agreement, please call HomeAvenue, Inc. or visit HomeAvenue.com and click on Customer Service. THERE IS NO PRORATING OF MONTHLY CHARGES.

2. COMPLETE THE FACILITATOR SERVICES AGREEMENT

PLEASE NOTE: if your home was previously listed with a Realtor, the listing must be cancelled or expired prior to signing this agreement. All areas must be completed. Please indicate the percentage that the Broker representing or assisting the Buyer will receive (2.5% - 3.0% is the average). HomeAvenue, Inc. does not receive any commission. This contract expires one year from the activation date. You may cancel this agreement at any time. To cancel this agreement, please call HomeAvenue, Inc. or visit HomeAvenue.com and click on Customer Service. THERE IS NO PRORATING OF MONTHLY CHARGES.

3. COMPLETE THE AGENCY RELATIONSHIPS FORM

Minnesota Law requires that early in any Real Estate Relationship, Real Estate Brokers and Salespersons discuss with consumers what type of Agency Representation or Relationship they desire. HomeAvenue's relationship with consumers is considered a Facilitator. Please see definition number V.

4. COMPLETE THE MLS CHANGE FORM

Please fill in the property address at the top of the form and sign and date the bottom of the form. If you want to make any changes to your MLS listing, sell your home, or if for any reason you choose to cancel your listing, the MLS requires that we submit this signed form. Having it on file from the beginning will expedite this process.

5. COMPLETE THE IMPORTANT NOTICE AGREEMENT

MLS has several regulations for listings. It is imperative that you are aware of these regulations and help us to follow them.

6. SUBMIT PHOTO(S)

The MLS accepts digital photos, but there are strict regulations. Digital images must be in a JPEG format, 640x480 pixels in size with a height/width ratio of 1.28, 96 DPI resolution and around 50K in size, but no larger than 70K. The digital photo taken at a sign installation can usually be changed to fit these requirements. Up to 10 digital photos may be sent via e-mail to info@HomeAvenue.com or uploaded at HomeAvenue.com customer service. Please note that you will be charged \$10.00 for any request to change the order of photos or replace photos once uploaded. Customers are required to use their own photos, we are unable to use any photos taken previously by another Realtor. If you have any questions, please call HomeAvenue, Inc. at 952-929-7355.

7. SEND, DELIVER OR FAX ALL COMPLETED FORMS TO HOMEAVENUE, INC. TO ENTER YOUR LISTING WE MUST RECEIVE:

- Completed MLS Customer Information Form
- Completed and signed MLS Input Form
- Completed and signed Facilitator Services Agreement
- Completed and signed Agency Relationships in Real Estate Transactions form
- Completed and signed MLS Change Form
- Completed and signed Important Notice Agreement
- Color Photo(s)

HomeAvenue, Inc., 7825 Wayzata Blvd., St. Louis Park, MN 55426
Phone: 952-929-7355 Fax: 952-924-0283

Multi-Family Residential

(Red Ink Denotes Required Field.)

Office Use Only

Listing Number _____ Date Entered _____

Listing Office Name: HomeAvenue, Inc. Listing Office Phone: 952-929-7355

LOCALIZATION

State County City

Zip Code Zip Plus 4 House Number

Street Name

Street Direction Suffix
 None N S E W NW NE SW SE

Unit Number

Development/Complex/Subdivision Name

Directions To Property

Office Use Only Area Secondary Area Map Coordinate Map Page

Street Direction Prefix
 None N S E W NW NE SW SE

Street Suffix
 Avenue Boulevard Circle Curve Drive
 Lane Parkway Place Road Other
 Street Terrace Trail Way

TAX

Property ID Number - please see tax statement - Tax Year

Homestead Yes / No Tax Amount Assessment Pending Yes / No / Unknown Assessment Balance

Tax w/Assessments Legal Description - please see tax statement -

LISTING

List Price Date To Enter Expiration Date (one year from enter date)

Buyer Broker Compensation % Appointment Phone*

*The appointment phone number must be answered by you personally, or an answering device, 24 hours a day. See "Important Notice" for reference.

List Type
 Exclusive Right to Sell
 Exclusive Agency
 Exclusive Right w/Exclusions
 Exclusive Agency w/Exclusions
 Service Agreement
 Other

Construction Status (choose only 1)
 Previously Owned
 Completed New Construction
 Under Construction/Spec Home
 To Be Built/Floor Plan
 Model

Photo Code (choose only 1)
 I Will Provide My Own Photo(s)
 Use HomeAvenue digital photo taken at installation - free
 Take MLS Photo - \$25.00
 Do Not Take Photo

Advertising Selection (for Internet, default is Yes) Yes / No

Display Address (for Internet, default is Yes) Yes / No

Agent/Owner
 Yes
 No

FINANCIAL

Terms (seller willing to accept)
 FHA
 DVA
 Conventional
 Adjusted Rate/Group Payment
 Assumable
 Contract For Deed
 Special Funding
 Cash
 Contract/Deed with Assumption
 Other

Authorization: I have read and understood the disclosures printed on page 2 under the title "Disclosure."

The Listing Contract Starts: _____ and ends at 11:59 p.m. on: _____

Owner (signature): _____ Owner (type or print) _____

Owner (signature): _____ Owner (type or print) _____

Real Estate Company: HomeAvenue, Inc. By (Agent): Greg Lawrence

MULTI-FAMILY RESIDENTIAL LISTING INPUT FORM

WHITE - BROKER YELLOW - SELLER

Disclosure

By signing the authorization section on the reverse of this sheet, the Seller acknowledges the following disclosures:

1. The Seller's real estate broker (the Broker) is a participant in the Regional Multiple Listing Service of Minnesota, Inc. (RMLS).
2. The Seller has authorized the Broker to give information on this form about the Seller's property to RMLS.
3. All data submitted to RMLS becomes the sole property of RMLS.
4. RMLS assumes no responsibility or liability to the Seller for errors or omissions on this form or in the RMLS computer system.
5. The Broker is required to promptly provide information to RMLS about any change in status or price of the Seller's listing.
6. If the Seller's property is sold, the Broker must report to RMLS the price and terms of the sale.
7. Neither the Seller nor any prospective buyer of the property can alter the Broker's responsibility to report all such data to RMLS by agreement among them.
8. RMLS shall retain and make available all such data and photographs to all its participants (real estate brokers, appraisers, and affiliated professionals) for an indefinite period.
9. Under no circumstances will RMLS permit data about the Seller's listing to be deleted from RMLS's systems in order to conceal any information, including information that the property was listed for a period of time by another broker or brokers.
10. The Broker's use of RMLS's systems is subject to the duties imposed on the Broker by the rules and regulations of RMLS and by the Code of Ethics of the National Association of REALTORS®.
11. At the request of the Broker, unless the field called Advertising Selection is marked "NO", RMLS will electronically transmit information about the Seller's property to Internet web sites to aid in marketing the property for sale.
12. At the request of the Broker, unless the field called Display Address is marked "NO", RMLS will include the address of the Seller's property in transmissions of data to web sites.

Multi-Family Residential

List Type Definitions

1. Exclusive Right to Sell - seller authorizes listing broker to cooperate with and compensate other brokers.
2. Exclusive Agency - also authorizes listing broker to offer cooperation and compensation to other brokers, but allows seller general right to sell property on unlimited basis.
3. Exclusive Right with Exclusions and Exclusive Agency with Exclusions - exclusions have been noted on the listing contract. Contact the listing broker to get list.
4. Service Agreement and Other - RMLS may accept other forms of agreement which make it possible for the listing broker to offer cooperation and compensation to the other participants of RMLS acting as subagents, buyer agents, or non-agents. (But no net or open listings.)

Construction Status Definitions

1. Previously Owned - the residence is currently or was previously occupied as a dwelling.
2. Completed New Construction - the residence is ready for occupation but has not been occupied.
3. Under Construction/Spec Home - the residence is not yet ready for occupation but construction has begun.
4. To Be Built/Floor Plan - a drawing or blue print of a residence that may be purchased and constructed.
5. Model - a residence constructed as part of a sales campaign to demonstrate design, structure and appearance of a development. A model may or may not be for sale.

Finished Square Footage

Finished area must have flooring, wall covering (trimmed) and ceiling.

1. Above Ground Square Footage - total finished square footage measured at and above ground level (as it appears from the front view of the building). Includes all floors and levels at and above this line.
2. Below Ground Square Footage - total finished square footage measured below ground level (as it appears from the front view of the building). Includes all floors and levels below this line.
3. Total Finished Square Footage - the system calculates this automatically by adding the above and below ground finished square footage.

Remarks Field Definitions

1. Agent Remarks - to communicate property and listing information to other licensed professionals. This may include but is not limited to: description of the physical traits of the property and its vicinity, showing information, rules for properties being auctioned, etc. Agent Remarks appear on agent reports.
2. Public Remarks - public remarks must only describe the physical traits of the property for sale and its vicinity. These remarks shall not include marketing or promotional messages made on behalf of the listing broker or seller. Public Remarks appear on agent and buyer reports.
3. Financial Remarks - to communicate financial information about the listing. These may include but are not limited to: agent/broker ownership interest, selling bonus, a description of special fees or assessments, etc. Financial Remarks appear on agent reports.
4. Photo Remarks - any information the photographer will find useful in locating the property or taking the photo. Photo Remarks appear on agent reports.

Structure Accessible Guidelines

The following are from the Fair Housing Accessibility Guidelines issued by the Department of Housing and Urban Development.

1. Counters - there is a clear floor space of at least 30 inches by 48 inches that allows a parallel approach to the counter by a person in a wheelchair. Clearance between counters and all opposing base cabinets, countertops, appliances or walls is at least 40 inches.
2. Switches/Outlets - light switches, electrical outlets, thermostats and other environmental controls are located no higher than 48 inches, and no lower than 15 inches, above the floor.
3. Hallways/Doors - accessible routes through the unit have a minimum clear width of 36 inches.

Auction Type Definitions

1. Absolute Auction (or auction without reserve) - the property will be sold to the highest bidder regardless of the price.
2. Minimum Bid Auction - the auctioneer will accept bids at or above a published minimum price. This minimum price is always stated in the brochure and advertisements and is announced at the auction.
3. Reserve Auction - the high bid is reduced in effect to an offer not a sale. A minimum bid is not published, and the seller reserves the right to accept or reject any bid within 72 hours of the conclusion of the auction.

Multi-Family Residential

(Red Ink Denotes Required Field.)

Address _____

Unit 1

Number of Units

Bedrooms

Bath-Quarter

Bath-Half

Bath-Three Quarters

Bath-Full

Bath Total:
System will calculate

Finished Square Footage

Total Rooms

Each room: 1. Mark the level each room is on: Basement/Lower/Main/Upper/Third (abbreviate: B/L/M/U/T) Note: Only use the basement option if home is 4 or more levels). 2. Fill in the dimensions of each room, rounded to the nearest foot. If there are extra rooms you would like to list, please complete appropriate blanks. See key on page 6.

	Level	Approx	Dimension
LR	<input type="text"/>	<input type="text"/>	X <input type="text"/>
DR	<input type="text"/>	<input type="text"/>	X <input type="text"/>
FR	<input type="text"/>	<input type="text"/>	X <input type="text"/>
KT	<input type="text"/>	<input type="text"/>	X <input type="text"/>
B1	<input type="text"/>	<input type="text"/>	X <input type="text"/>
B2	<input type="text"/>	<input type="text"/>	X <input type="text"/>
B3	<input type="text"/>	<input type="text"/>	X <input type="text"/>
B4	<input type="text"/>	<input type="text"/>	X <input type="text"/>

	Level	Approx	Dimension
Ex-1	<input type="text"/>	<input type="text"/>	X <input type="text"/>
Ex-2	<input type="text"/>	<input type="text"/>	X <input type="text"/>
Ex-3	<input type="text"/>	<input type="text"/>	X <input type="text"/>

	Level	Approx	Dimension
Ex-4	<input type="text"/>	<input type="text"/>	X <input type="text"/>
Ex-5	<input type="text"/>	<input type="text"/>	X <input type="text"/>
Ex-6	<input type="text"/>	<input type="text"/>	X <input type="text"/>

Air Conditioning

- Central
- Window
- Wall
- Other

Other Parking Spaces

Fireplace(s)

Fireplace

Characteristics

- Living Room
- Family Room
- Amusement Room
- Master Bedroom
- Wood Stove
- Wood Burning
- Gas Burning
- Electric
- Other

Special Search

- Main Floor Laundry
- Main Floor Bedroom
- 3 BR on One Level
- 4 BR on One Level
- All Living Facilities on One Level

Amenities-Unit

- Deck/Patio
- Porch
- Natural Woodwork
- Hot Tub
- Sauna
- Balcony
- Kitchen Window
- Skylight
- Vaulted Ceiling(s)
- Hardwood Floors
- Tile Floors
- Exercise Room
- Sun Room
- Washer/Dryer Hookup
- Security System
- Local Area Network
- Multiple Phone Lines
- Unspecified
- Other
- None

Bath Description

- Main Floor Full Bath
- Main Floor 3/4 Bath
- Main Floor 1/2 Bath
- Upper Level Bath
- Master
- Full Master
- 1/2 Master
- 3/4 Master
- Master Walk Thru
- Walk Thru
- Full Basement
- 3/4 Basement
- 1/2 Basement
- Basement
- Rough In
- Separate Tub & Shower
- Whirlpool
- Two Master Baths
- Two Basement Baths
- Other

Dining Room Desc.

- Separate/Formal Dining Room
- Informal Dining Room
- Eat In Kitchen
- Breakfast Area
- Kitchen/Dining Room
- Living/Dining Room
- Other

Family Room Characteristics

- Main Level
- Lower Level
- 2 Story/High Vaulted Ceiling
- 2 or More
- Great Room
- Family Room
- Loft
- Entertainment/Media Center

Monthly Expenses

Monthly Rent

Annual Rent

Unit 2

Number of Units

Bedrooms

Bath-Quarter

Bath-Half

Bath-Three Quarters

Bath-Full

Bath Total:
System will calculate

Finished Square Footage

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- Walk Thru
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- Separate Tub & Shower
- Whirlpool
- Two Master Baths
- Two Basement Baths
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- Family Room
- Loft
- Entertainment/Media Center

Monthly Expenses

Monthly Rent

Annual Rent

HOMEAVENUE, INC.
FACILITATOR SERVICES AGREEMENT

All areas in red required.

“I” or “Seller” means _____
[Name of Owner/Seller]

My billing address is: _____.

“You” or “Broker” means HomeAvenue, Inc., 7825 Wayzata Blvd., Mpls, MN 55426 which is a real estate broker licensed by the State of Minnesota. “Property” means the house and land at _____ City of _____, County of _____, State of Minnesota.

1. **Duration.** This Agreement commences on the latest of the signature dates (“Agreement Date”) and expires 365 days after the Agreement Date. However, I may terminate this Agreement at any time by calling, writing, e-mailing or faxing your office to specify an earlier termination date. There will be no prorating of charges.
2. **Services To Be Provided.** I own the Property and am engaging You to assist me in selling the Property by owner. You will provide the following Facilitator services to me:
 - a. Listing with the Regional Multiple Listing Service of Minnesota (“MLS”) for the following fee: the For Sale By Owner Package with MLS fee, the monthly a la carte MLS fee, or the one-time a la carte MLS fee. [Check One Box]
 - b. Listing on all participating local and national Broker Reciprocity Internet web sites. (Note: Your web site listing and photo(s) may take up to 4 days from MLS activation date to upload to Broker Reciprocity web sites).
 - c. Advertising in the Minneapolis Star Tribune and/or St. Paul Pioneer Press with a 10% discount off their normal liner ad rates.
3. **Services Not To Be Provided.** I am not asking you to provide any of the following services relating to the sale of the Property:
 - a. Appraisal of the Property, although you offer comparative market analysis
 - b. Inspection of the Property and preparation of disclosure documents
 - c. Holding open houses or otherwise showing the Property to prospective buyers
 - d. Preparation of the purchase agreement, exhibits and supplements
 - e. Negotiation of the purchase agreement with the buyer
 - f. Legal, accounting or tax advice or services
 - g. Preparation of closing documents
 - h. Abstracting, title insurance or closing services
 - i. Rental or management of the Property
4. **Closing Services.**
 - a. After a purchase agreement for the Property is signed, arrangements must be made to prepare for and close the transaction. Broker does not provide these services. Seller may be required to pay certain closing costs pursuant to the terms of the purchase agreement. Broker has not (and under applicable state law may not) express opinions regarding the legal effect of the closing documents or the closing itself.
 - b. **Notice: Seller must indicate in writing whether it is acceptable for broker to arrange for closing services or whether seller wishes to arrange for others to conduct the closing. Broker has no “controlled business arrangement” as that term is defined in 12 United States code §2602 with any person or company that provides closing services. Seller makes the following choice:**
 I want You to arrange for closing services for me. I will make my own arrangements for closing services.
5. **List Price.** I authorize You to offer the Property for sale for the asking price or list price of \$ _____ upon the following terms _____.
I will grant You access to the Property to install signage and take external photographs; and I authorize You to market the Property, including submission of data to the MLS. If the Property is sold while this Agreement is in force, You may notify the MLS and member Realtors® of the price and terms of the sale.
6. **Fees.**
 - a. **Notice: The commission rate for the sale, lease, rental, or management of real property shall be determined between each individual broker and its client or customer. Facilitator will not become involved in such transactions on behalf of seller. Facilitator may serve as a buyer’s broker, in which case facilitator will represent buyer in determining the applicable commission rate. See Section 9 on next page.**
 - b. You will charge me only the fees specified in the HomeAvenue brochure. I will pay no commission, fee or other charge based upon the sale price of the Property, except if you serve as a buyer’s broker, in which case I will pay you a buyer’s broker commission as determined in the Purchase Agreement. I realize that if I want a buyer’s agent (including You) to show

6. Fees (cont.)

the Property, I will have to pay a commission to the buyer's agent and I agree to pay a commission of _____%. (The typical range is 2.7% to 3.5% depending upon the price of the home.)

c. I agree to pay You all your fees within 15 days after I receive your invoices. Your fees are due and payable whether or not I sell my Property. I agree to pay You interest at the rate of 8% per annum on all fees not paid within 30 days after I receive your invoice. This subdivision does not apply to buyer's broker commissions, which will be payable pursuant to the terms of the Purchase Agreement.

7. Rights and Obligations Generally. You and I understand and agree that:

- a. You are not representing me as my agent and You owe me no fiduciary duties other than any specified in this Agreement.
- b. Any confidential information about price, terms and motivation for pursuing the transaction given to You will be kept confidential unless I instruct You in writing to disclose specific information.
- c. You will deal honestly with all parties.
- d. You will use reasonable effort and professional knowledge and skill to assist me.
- e. I will arrange for the earnest money to be held by the buyer's agent, my attorney or myself. You are not being retained to serve as escrow agent to hold earnest money or other funds. If You do serve as escrow agent, You will comply with all Minnesota laws regarding the escrow of funds related to the sale or purchase of property.
- f. Unless you show my house as a buyer's broker, I do not anticipate that You will have substantive discussions with the buyers about the property. I will disclose to potential purchasers all material facts pertaining to the Property of which I am aware, which could adversely and significantly affect an ordinary purchaser's use or enjoyment of the Property, or any specific intended use of the Property of which I am aware. Likewise, You will disclose to potential purchasers all material facts pertaining to the Property of which You become aware, which could adversely and significantly affect an ordinary purchaser's use or enjoyment of the Property, or any specific intended use of the Property of which You become aware. However, You have no obligation to inform yourself of such facts.

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

9. Dual Agency. Dual Agency. 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. Pursuant to Minn. Stat. § 82.17, subd. 11, "dual agency" includes a situation in which a licensee owes a duty to more than one party to the transaction. Facilitator also serves as a Buyer's Broker for some buyers of real estate. As such, if Facilitator represents a buyer in a transaction with Seller, Facilitator will have a duty of confidentiality to Seller, but will otherwise have fiduciary duties, including a duty of loyalty, to the Buyer. This situation will be treated as a dual agency by Facilitator, even though Facilitator is not your agent and will not be representing you in any negotiations with a Buyer.

Dual agency requires the informed consent of all parties, and means that Facilitator, when also acting as Broker for Buyer, has some overlapping duties between Seller and Buyer. This conflict of interest prohibits Facilitator 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 buyer broker/Facilitator in writing to disclose specific information about him or her. All other information will be shared. Dual agents may not advocate for one party to the detriment of the other.

Facilitator will owe to Seller a duty of confidentiality and will owe to Buyer the fiduciary duties described in the attached "agency relationships and real estate transactions" document. Dual agents must disclose to Buyers material facts as defined in Minn. Stat. § 82.197, subd. 6, of which the Broker is aware that could adversely and significantly affect the Buyer's use of enjoyment of the property.

Seller's instructions to Facilitator (please initial):

_____ Seller(s) will agree to a dual agency representation and will agree to show the property to Buyers represented by Facilitator.

_____ Seller(s) will not agree to a dual agency representation and will not agree to show the property to Buyers represented by Facilitator.

Seller Date Social Security Number

Seller Date Social Security Number

BROKER: HomeAvenue, Inc., 7825 Wayzata Blvd., Saint Louis Park, MN 55426 Phone: 952-929-7355.

By _____ Its _____ Date _____

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 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 V below), 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 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
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I. Seller's Broker: A broker who lists a property, or a salesperson who is licensed to the listing broker, represents the Seller and acts on behalf of the Seller. A Seller's broker owes to the Seller the fiduciary duties described below.⁽²⁾ The broker must also disclose to the Buyer material facts as defined in Minnesota Statutes, section 82.197, subdivision 6, of which the broker is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property. If a broker or salesperson working with a Buyer as a customer is representing the Seller, he or she must act in the Seller's best interest and must tell the Seller any information disclosed to him or her, except confidential information acquired in a facilitator relationship (see paragraph V below). In that case, the Buyer will not be represented and will not receive advice and counsel from the broker or salesperson.

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

III. Buyer's Broker: A Buyer may enter into an agreement for the broker or salesperson to represent and act on behalf of the Buyer. The broker may represent the Buyer only, and not the Seller, even if he or she is being paid in whole or in part by the Seller. A Buyer's broker owes to the Buyer the fiduciary duties described below.⁽²⁾ The broker must disclose to the Buyer material facts as defined in Minnesota Statutes, section 82.197, subdivision 6, of which the broker is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property. If a broker or salesperson working with a Seller as a customer is representing the Buyer, he or she must act in the Buyer's best interest and must tell the Buyer any information disclosed to him or her, except confidential information acquired in a facilitator relationship (see paragraph V below). In that case, the Seller will not be represented and will not receive advice and counsel from the broker or salesperson.

IV. Dual Agency - Broker Representing both Seller and Buyer: 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 and the Buyer. This role limits the level of representation the broker and salespersons 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 him or her. 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 and Buyer the fiduciary duties described below.⁽²⁾ Dual agents must disclose to Buyers material facts as defined in Minnesota Statutes, section 82.197, subdivision 6, of which the broker is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property.

V. Facilitator: A broker or salesperson who performs services for a Buyer, a Seller, or both but does not represent either in a fiduciary capacity as a Buyer's Broker, Seller's Broker or Dual Agent. **A 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, shows a property listed by the facilitator broker or salesperson, then the facilitator broker or salesperson must act as a Seller's Broker (see paragraph I above). In the event a facilitator broker or salesperson, working with a Seller, accepts a showing of the property by a Buyer being represented by the facilitator broker or salesperson, then the facilitator broker or salesperson must act as a Buyer's Broker (see paragraph III above).

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

I have had the opportunity to review the "Notice Regarding Predatory Offender Information" below.

(Initial)

NOTICE REGARDING PREDATORY OFFENDER INFORMATION

Information regarding the predatory offender registry and persons registered with the predatory offender registry under Minnesota Statutes, section 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) 642-0200, or from the Department of Corrections web site at www.corr.state.mn.us.

MLS Change Form and Listing Contract Amendment

Regional Multiple Listing Service of Minnesota

This form may function as an amendment to the listing agreement between the parties.

The Information requested in this section is required

Property Address _____

Listing Number _____

Listing Office Number: **4129**

Should Association input this change for you?

Yes No

Fill in the proper category for status change. *Indicates Required Fields.

Change Price

REDC - Reduce Price
RAIS - Raise Price

* LP _____
New List Price

* XD _____
New Expiration Date

Pending

(This includes all listings not available for showings because of an accepted Purchase Agreement or contract.)

PEND - Sale Pending

* OMD ____ / ____ / ____
Pending/Off Market Date

* PDC ____ / ____ / ____
Projected Date Closed

* SO _____
Selling Office

* SAG _____
Selling Agent #

Closed

*SP _____
Sale Price

*FIN ____
Financing Terms

*DC ____ / ____ / ____
Date Closed

*LAM _____
Loan Amount

*PTS _____
(Points must be entered as a dollar amount, and should include only those paid by the Seller.)

Other Status Change

EXT - Extended Expiration Date
NOTE: The listing agreement is amended by an extension of the expiration date.

* XD ____ / ____ / ____
New Expiration Date

WITH - Temporarily Withdrawn

* OMD ____ / ____ / ____
Off Market Date

CANC - Cancel Listing

* OMD ____ / ____ / ____
Off Market Date

Back On Market

BOMK - Back On Market

OMD ____ / ____ / ____
Back on Market Date

LP _____
List Price

XD ____ / ____ / ____
New Expiration Date

Financing Terms

1 - Fed Housing Adm.	FHA
2 - Vets Adm	VA
3 - Conventional	CON
4 - Assumption	ASM
5 - Adj. Rate/Gr. Pymt.	ARG
6 - Contract for Deed	C/D
7 - Conventional Insured	CIN
8 - Special Funding	SPO
9 - Cash	CSH
10 - C/D w/Assumption	C/A
11 - Other	OTH

The Undersigned do hereby agree that the listing contract dated _____ between the undersigned is changed as shown above and all other terms of such listing contract shall remain unchanged and in full force and effect, **If an extension of the expiration date is indicated above, the listing agreement's expiration date is hereby amended to _____ (new expiration date) from _____ (old expiration date).**

Seller (OWNER) _____ Date: _____

Seller (OWNER) _____ Date: _____

Agent Greg Lawrence _____ Date: _____

◆ IMPORTANT NOTICE ◆

The Multiple Listing Service is successful because of a cooperative effort among real estate agents to show homes to potential buyers. **As a MLS participant, you have a responsibility to comply with the rules and regulations of MLS and the expectations of the Realtor community.** Our objective is twofold: (1) To assist you with every aspect of selling your home by owner; (2) To help create an efficient and cooperative environment for the real estate agents who are showing your home. To accomplish these goals, your cooperation is needed.

1. LEGAL DOCUMENTATION

- A. Complete the seller's Real Estate Transfer Disclosure Statement located in the installation or document package.
You are **required by law** to present a signed copy of this disclosure to prospective buyers or real estate agents while viewing your home.
- B. Minnesota state law requires that if your home was built before 1978, or if there are any wells or private sewer systems on the property, you **must** fill out and make available a Lead Paint Disclosure and/or a Well Disclosure **before** you sign a Purchase Agreement.

2. APPOINTMENT PHONE NUMBER (If applicable)

Exposing your home to MLS means that you are fully responsible for coordinating appointments and showings with agents. One reason that the MLS is successful in connecting sellers and buyers is the agent's ability to easily and promptly access for sale by owner homes. For this reason, you **MUST** be easily accessible to real estate agents 24 hours a day. The appointment phone number must be answered by yourself, answering machine, pager, or voicemail system.

- A. **MLS REQUIRES that ALL calls and messages be returned within two hours.** Even if you are unable to make the appointment at the desired time, you **MUST** acknowledge the call with the cooperating agent within the given time frame.
- B. If you will be out-of-town or otherwise occupied and unable to return calls within the two hour time frame, MLS requires that your listing **MUST** be Temporarily Withdrawn until you are again able to return calls promptly.
- C. We strongly recommend that you revise your voicemail message to one of the following:
 - Option 1: "Thank you for calling about 1111 United Ave., please leave a message and we will return your call as soon as possible. If you are an agent and would like to schedule an appointment, please leave your name, office phone number and time and day of showing. We will call to confirm the appointment as quickly as possible."
 - Option 2: "Thank you for calling about 1111 United Ave. Please leave a message and we will return your call as soon as possible. If you are an agent and would like to schedule an appointment, please call me at work, 555-555-5555 and ask for John Doe or page me at 555-555-5555."

3. AGENT APPOINTMENTS AND SHOWINGS

After you set an appointment with an agent, be sure to ask for their office name and phone number and call back to confirm the appointment. Confirmation information should only be given to the appointment desk personnel at the office when you call to confirm. We also recommend that you keep a journal of all showings.

4. THE PURCHASE AGREEMENT

Make sure that when you are presented with an offer, that you have adequate legal representation. We recommend that you consult with an experienced real estate attorney. **It is not the responsibility of the Buyer's agent to represent or advise you.** When you sign a Purchase Agreement, you **MUST** contact us at HomeAvenue **within 24 hours**.

- A. If your home has been sold on a contingent offer, but you continue to show your home, all prospective buyers and their agents **MUST** be informed of the offer.
- B. If you have signed and accepted a Purchase Agreement and you will no longer be showing the home, your listing must be moved into Pending status until it has closed. There are several pieces of information that MLS requires be disclosed for ALL sales. This information will be requested when you report the pending sale. **All information except for the buyer's agent and projected closing date will be confidential and will not be released to MLS or others by HomeAvenue until after the date of closing.**
- C. If for some reason, your home closes earlier than originally reported to us, or the closing date is delayed longer than 24 hours, you **MUST** contact us so that we can accurately report the information to MLS.

5. EARNEST MONEY DEPOSIT

Every Purchase Agreement must specify who will hold the Earnest Money. Your buyer will feel most comfortable if the Earnest Money is held by the buyer's Real Estate Agent. If the buyer has no agent, you can suggest that you hold the Earnest Money yourself, or you could suggest that the buyer's attorney or your attorney hold the Earnest Money. HomeAvenue does have a trust account and can hold the Earnest Money if you and your buyer would like us to. Please call HomeAvenue at 952-929-7355 for details.

6. INTERNET LISTINGS

Your MLS listing is activated on the realtor MLS database immediately following input. However, broker reciprocity websites (i.e.- realtor.com.) generally take up to 4 business days to upload new MLS listings or changes to existing listings from the MLS database.

Any MLS participant, who fails to comply with these rules and regulations, can and will be disqualified from utilizing the Multiple Listing Service. **I have read and agree to the terms and conditions explained above.**

SIGNATURE

DATE

SIGNATURE

DATE