

ONE TIME SHOWING CONTRACT (PURCHASE)

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1. Date _____

2. Page 1 of _____ pages

3. **DEFINITIONS:** This Contract involves the property located at _____ ,
4. legally described as _____
5. _____ ("Property").

6. Seller is _____ ("Seller").

7. Broker is _____ ("Broker").
(Real Estate Company Name)

8. This Contract starts on _____ , 20 _____ and ends one year from this date.

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

10. **SHOWING CONTRACT:** Seller gives Broker permission to show and sell the Property to the prospective buyer(s) whose
11. name(s) is/are:

12. _____
13. _____

14. Seller understands that this Contract is only a compensation agreement for selling Seller's Property to the above-
15. named prospective buyer(s) and Seller is not listing Seller's Property with Broker. Seller understands that Seller can
16. sell Seller's Property to other buyers even though this Contract has not expired.

17. **Seller understands that Broker is not representing Seller as Seller's agent and that Broker** ☐ **IS** ☐ **IS NOT**
18. **representing the buyer.** ----- (Check one.) -----

19. If Broker sells the Property, Broker may notify the Multiple Listing Service ("MLS") of the price and terms of the sale and
20. Property information. Seller understands this Contract DOES NOT give Broker authority to rent or manage the Property.
21. Seller acknowledges that neither Broker, the MLS, the Minnesota Association of REALTORS®, nor any other broker
22. is insuring Seller or occupant against theft, loss or vandalism.

23. **SELLER'S OBLIGATION:** Seller shall keep Broker notified of new information important to the sale of the Property.
24. Seller shall cooperate with Broker in selling the Property. Seller shall provide the buyer(s) with a completed *Seller's*
25. *Property Disclosure Statement* or a *Seller's Disclosure Alternatives* form and all pertinent information relative to the
26. Property. Seller agrees to provide and pay for any inspections and reports required by any governmental authority.
27. Seller agrees to provide unit owners' association documents, if required. Seller shall remain responsible for security,
28. maintenance, utilities and insurance while Seller owns the Property, and for safekeeping, securing and/or concealing
29. any valuable personal property during Property showings. Seller shall surrender any abstract of title and a copy of any
30. owner's title insurance policy for this Property, if in Seller's possession or control, to buyer or buyer's designated title
31. service provider. Any abstract of title or owner's title insurance policy provided shall be immediately returned to Seller
32. upon cancellation of a purchase agreement. Seller shall take all actions necessary to convey marketable title by the date
33. of closing as agreed to in a purchase agreement. Seller shall sign all documents necessary to transfer to buyer
34. marketable title to the Property. Seller has the full legal right to sell the Property.

35. **NOTICE: THE COMPENSATION FOR THE SALE, LEASE, RENTAL OR MANAGEMENT OF REAL PROPERTY**
36. **SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.**

37. **BROKER'S COMPENSATION:** Seller shall pay Broker, as Broker's compensation, _____ percent (%) of the
38. selling price or \$ _____ , whichever is greater, if Seller sells or agrees to sell the Property
39. to the above-named prospective buyer(s) during the term of this Contract. Seller agrees to pay Broker's compensation
40. in full upon the happening of any of the following events:

41. 1. the closing of the sale; or
42. 2. Seller's refusal to close the sale.

**ONE TIME SHOWING CONTRACT
(PURCHASE)**

43. Page 2

44. Property located at _____.
45. SELLER UNDERSTANDS THAT IF SELLER ENTERS INTO A LISTING CONTRACT OR A FACILITATOR SERVICES
46. AGREEMENT WITH ANOTHER LICENSED REAL ESTATE BROKER DURING THE TERM OF THIS CONTRACT
47. AND SELLS THE PROPERTY TO THE ABOVE-NAMED PROSPECTIVE BUYER(S), SELLER MAY BE OBLIGATED
48. TO PAY COMPENSATION TO BOTH BROKERS.
49. To secure payment of Broker's compensation, Seller hereby assigns to Broker the gross proceeds from the sale of the
50. Property in an amount equal to the compensation due to Broker under this Contract.
51. **CLOSING SERVICES:**
52. **NOTICE:** THE REAL ESTATE BROKER, LICENSEE ASSISTING SELLER OR REAL ESTATE CLOSING AGENT
53. HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS OPINIONS
54. REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING ITSELF.
55. After a purchase agreement for the Property is signed, arrangements must be made to close the transaction. Seller
56. understands that no one can require Seller to use a particular person in connection with a real estate closing and that
57. Seller may arrange for a qualified closing agent or Seller's attorney to conduct the closing.
58. Seller's choice for closing services. *(Initial one.)*
59. _____ Seller wishes to have Broker arrange for the closing.
(Seller) (Seller)
60. _____ Seller shall arrange for a qualified closing agent or Seller's attorney to conduct the closing.
(Seller) (Seller)
61. **ADDITIONAL COSTS:** Seller acknowledges that Seller may be required to pay certain closing costs, which may
62. effectively reduce the proceeds from the sale.
63. Seller understands that mortgage financing services usually are paid for by the buyer; however, certain loans may
64. require Seller to pay a portion of the fees for the mortgage loan. Seller understands that Seller shall not be required
65. to pay the financing fees on any mortgage without giving Seller's written consent.
66. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
67. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold
68. tax from the transferor ("Seller") if the transferor ("Seller") is a foreign person, provided there are no applicable exceptions
69. from FIRPTA withholding.
70. Seller represents and warrants that Seller ☐ IS ☐ IS NOT a foreign person (i.e., a non-resident alien individual,
-----*(Check one.)*-----
71. foreign corporation, foreign partnership, foreign trust, or foreign estate) for purposes of income taxation.
72. Due to the complexity and potential risks of failing to comply with FIRPTA, Seller should **seek appropriate legal and**
73. **tax advice regarding FIRPTA compliance, as Broker will be unable to confirm whether Seller is a foreign person**
74. **or whether the withholding requirements of FIRPTA apply.**
75. **OTHER POTENTIAL SELLERS:** Seller understands that Broker may list other properties during the term of this Contract.
76. Seller consents to Broker representing such other potential sellers before, during and after the expiration of this Contract.
77. **PREVIOUS AGENCY RELATIONSHIPS:** Broker or licensee assisting Seller may have had a previous agency
78. relationship with a potential buyer of Seller's Property. Seller acknowledges that Seller's Broker or licensee assisting
79. Seller is legally required to keep information regarding the ultimate price and terms the buyer would accept and the
80. motivation for buying confidential, if known.
81. **INDEMNIFICATION:** Broker will rely on the accuracy of the information Seller provides to Broker. Seller agrees
82. to indemnify and hold harmless Broker from and against any and all claims, liability, damage or loss arising from any
83. misrepresentation, misstatement, omission of fact or breach of a promise by Seller. Seller agrees to indemnify and hold
84. harmless Broker from any and all claims or liability related to damage or loss to the Property or its contents, or any
85. injury to persons in connection with the marketing of the Property. Indemnification by Seller shall not apply if the damage,
86. loss or injury is the result of the gross negligence or willful misconduct of the Broker.
87. **FAIR HOUSING NOTICE:** Seller understands that Seller may not refuse to sell, or discriminate in the terms, conditions
88. or privileges of sale, to any person due to his/her race, color, creed, religion, national origin, sex, marital status, status
89. with regard to public assistance, handicap (whether physical or mental), sexual orientation or family status. Seller
90. understands further that local ordinances may include other protected classes.

**ONE TIME SHOWING CONTRACT
(PURCHASE)**

91. Page 3

92. Property located at _____.

93. **ADDITIONAL NOTICES AND TERMS:** As of this date Seller has not received notices from any municipality, government
94. agency or unit owners' association about the Property that Seller has not informed Broker about in writing. Seller agrees
95. to promptly inform Broker, in writing, of any notices of that type that Seller receives during the term of this Contract.

96. This shall serve as Seller's written notice granting Broker permission to obtain mortgage information (e.g., mortgage
97. balance, interest rate, payoff and/or assumption figures, etc.) regarding any existing financing on this Property. A copy
98. of this document shall be as valid as the original.

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

101. **CONSENT FOR COMMUNICATION:** Seller authorizes Broker and its representatives to contact Seller by mail, phone,
102. fax, e-mail or other means of communication during the term of this Contract and anytime thereafter.

103. **OTHER:** _____

104. _____

105. _____

106. _____

107. _____.

108. **BROKER**

SELLER

109. **ACCEPTED BY:** _____
(Real Estate Company Name)

ACCEPTED BY: _____
(Seller)

110. By: _____
(Licensee)

(Date)

111. _____
(Date)

(Address)

112. _____
(Address)

(Phone)

113. _____
(Phone)

(E-Mail Address)

114. _____
(E-Mail Address)

SELLER

ACCEPTED BY: _____
(Seller)

115. _____

116. _____

117. _____
(Date)

118. _____
(Address)

119. _____
(Phone)

120. _____
(E-Mail Address)

121. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN SELLER AND BROKER.**
122. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**