

**OWNER LEASING FACILITATOR
SERVICES AGREEMENT**

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1. Date 06/11/2012
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3. **DEFINITIONS:** This Agreement involves the property located at 15040 Willemite Street NW,
4. legally described as Lot 3 block 4 Greenland Hills Lot 3 Blk 4 Greenland Hills(Subj To Ease As Shown
5. On Plat) (Property).
6. Owner of Property is Nancy & Preston Odenbrett (Owner).
7. Broker is The Realty Matrix, Inc. (Broker).
(Real Estate Company Name)

8. This Agreement starts on 06/20, 20 12, and ends at 11:59 p.m. on
9. 12/31, 20 12.
10. This Agreement may only be canceled by written mutual agreement of the parties.

11. **PRICE:** Owner offers the Property for lease for a term of One Year
12. at \$ _____ per _____. In addition, tenant shall pay the following utilities and/or
13. expenses:
14. Heat, Electric, Water & Sewer, Trash, Lawn mowing and snow shoveling
15. _____

16. **OCCUPANCY:** The Property shall become available for occupancy on _____.

17. **LISTING:** Owner gives Broker the exclusive right to procure a prospective tenant to lease the Property.

18. **BROKER'S OBLIGATION:** Broker shall, unless prohibited by governing authority, (check all that apply):

19. list the Property in the Multiple Listing Service (MLS).
20. assist in showing the Property to prospective tenants.
21. place a lock box with keys on the Property.
22. display a "For Rent" sign on the Property.
23. assist in the preparation of the *Residential Lease Agreement*.
24. assist the parties in completing the transaction.
25. provide the following additional services and marketing: online advertising
26. _____

27. Owner understands this Agreement DOES NOT give Broker the authority to manage the Property. Broker shall not
28. be responsible for performing tenant screening, credit/reference checks, managing the tenant application/lease process,
29. or any other form of property management role, unless such services have been agreed to between Owner and Broker
30. in writing separately as a supplement to this Agreement or separate agreement for such services. Owner understands
31. Broker may be a member of an MLS, and if Broker is a member of MLS, and where available, Broker may give information
32. to the MLS concerning the Property. Broker may place information on the Internet concerning the Property including
33. information regarding the lease of the Property (except as limited in the *Internet Display Options Form*). If Broker
34. procures a tenant for the Property, Broker may notify the MLS and member REALTORS® of the price and terms of the
35. lease. Owner acknowledges that neither Broker, the MLS, the Minnesota Association of REALTORS®, nor any other
36. broker is insuring Owner or occupant against theft, loss or vandalism.

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38. Property located at 15040 Willemite Street NW
39. *(Initial)*
40. _____ Owner acknowledges that Owner has received and has had the opportunity to review the
(Owner) (Owner)
41. *Internet Display Options Form.*
42. **LISTED FOR SALE:** The Property **IS** **IS NOT** currently listed for sale. If **IS**, the listing broker is
-----*(Check one.)*-----
43. _____
44. If **IS NOT**, Owner **MAY** **MAY NOT** list the Property for sale during the term of this Agreement with another
-----*(Check one.)*-----
45. broker.
46. Nothing in this Agreement shall prohibit Broker and Owner from entering into a listing agreement for the sale of this
47. Property upon terms acceptable to both parties.
48. **OWNER'S OBLIGATION:** Owner shall notify Broker of relevant information important to the lease of the Property.
49. Owner shall cooperate with Broker in leasing the Property upon the terms set forth herein. Owner shall promptly inform
50. Broker about all inquiries Owner receives about the Property. Owner shall remain responsible for security, maintenance,
51. utilities and insurance during the term of this Agreement, and for safekeeping, securing and/or concealing any valuable
52. personal property during the Property showings or open houses. Owner has the full legal right to lease the Property.
53. Owner shall be solely responsible for screening and approving all tenants. Owner shall sign all documents necessary
54. to lease the Property to the tenant.
55. Owner authorizes Broker, and any other broker authorized by Broker, to preview and show the Property at reasonable
56. times and upon reasonable notice and agrees to commit no act which might tend to obstruct Broker's performance
57. hereunder. If the Property is occupied by someone other than Owner, Owner shall comply with Minnesota law and
58. existing Owner's lease, if any, to provide tenant with proper notice in advance of any Property showing.
59. **NOTICE: THE COMPENSATION FOR THE SALE, LEASE, RENTAL OR MANAGEMENT OF REAL PROPERTY**
60. **SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.**
61. **BROKER'S COMPENSATION:**
62. Owner shall pay Broker, as Broker's compensation, as follows:
63. One month rent as a lease fee
64. _____
65. _____
66. if Owner leases or agrees to lease the Property before this Agreement expires, regardless of whether tenant fulfills all
67. tenant's obligations under the lease. Owner agrees to pay Broker's compensation whether Broker, Owner or anyone
68. else leases this Property to a tenant. Owner hereby permits Broker to share part of Broker's compensation with other
69. real estate brokers, including brokers only representing the tenant, as follows: n/a
70. _____ as specified in the MLS unless Broker
71. notifies Owner otherwise in writing. Owner agrees to pay Broker's compensation in full upon entering into a lease
72. agreement with tenant, unless otherwise specified on lines 62-65.

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74. Property located at 15040 Willemite Street NW
75. If, within 180 days (*not to exceed six (6) months*), after the expiration of this Agreement, Owner leases or
76. agrees to lease the Property to anyone who:
77. 1. during this Agreement made inquiry of Owner about the Property and Owner did not tell Broker about the
78. inquiry; or
79. 2. during this Agreement made an affirmative showing of interest in leasing the Property by responding to an
80. advertisement, or by contacting Broker or the licensee involved, or was physically shown the Property by Broker
81. and whose name and address is on a written list Broker gives to Owner within 72 hours after the expiration of
82. this Agreement;
83. then Owner shall still pay Broker the compensation noted herein, even if Owner leases the Property without Broker's
84. assistance. Owner understands that Owner does not have to pay Broker's compensation if Owner signs another valid
85. listing contract or facilitator services agreement for this Property after the expiration or cancellation of this Agreement,
86. under which Owner is obligated to compensate another licensed real estate broker.
87. To secure the payment of Broker's compensation, Owner hereby assigns to Broker the gross proceeds from the lease
88. of the Property in an amount equal to the compensation due to Broker under this Agreement.
89. **COMPENSATION DISCLOSURE:** Broker's compensation to cooperating brokers shall be as specified in the MLS
90. unless Broker notifies Owner otherwise in writing.
91. **NOTICE: IN THE EVENT A FACILITATOR BROKER OR LICENSEE, WORKING WITH AN OWNER, ACCEPTS**
92. **A SHOWING OF THE PROPERTY BY A TENANT BEING REPRESENTED BY THE SAME FACILITATOR**
93. **BROKER OR ANY OF ITS LICENSEES, PURSUANT TO A WRITTEN TENANT REPRESENTATION**
94. **CONTRACT, THEN THE FACILITATOR BROKER OR LICENSEE MUST ACT AS A TENANT'S BROKER.**
95. **A TENANT'S BROKER MUST ACT IN THE TENANT'S BEST INTEREST. IN THAT CASE, THE OWNER**
96. **WILL NOT RECEIVE ADVICE AND COUNSEL FROM THE BROKER OR LICENSEE.**
97. **OTHER POTENTIAL OWNERS:** Owner understands that Broker may list other properties during the term of this
98. Agreement. Owner consents to Broker representing such other potential owners before, during and after the expiration
99. of this Agreement.
100. **PREVIOUS AGENCY RELATIONSHIPS:** Broker or licensee assisting Owner may have had a previous agency
101. relationship with a potential tenant of Owner's Property. Owner acknowledges that Owner's Broker or licensee assisting
102. Owner is legally required to keep information regarding the ultimate price and terms the tenant would accept and the
103. motivation for leasing confidential, if known.
104. **INDEMNIFICATION:** Broker will rely on the accuracy of the information Owner provides to Broker. Owner agrees
105. to indemnify and hold harmless Broker from and against any and all claims, liability, damage or loss arising from any
106. misrepresentation, misstatement, omission of fact or breach of a promise by Owner. Owner agrees to indemnify and
107. hold harmless Broker from any and all claims or liability related to damage or loss to the Property or its contents, or
108. any injury to persons in connection with the marketing or leasing of the Property. Indemnification by Owner shall not
109. apply if the damage, loss or injury is the result of the gross negligence or willful misconduct of the Broker.
110. **TAXES AND REGISTRATION:** Owner acknowledges that a rental property may be required to be registered with
111. governing authorities and may be subject to a special rental classification for property taxes. Owner agrees to obtain
112. and maintain appropriate licenses, registrations or approvals and pay fees and taxes when due. Owner agrees to
113. indemnify and hold Broker harmless for any such tax liability, including penalties and interest. Owner warrants that the
114. rental of the Property violates no local, state or federal laws or association rules.
115. **LEAD-BASED PAINT:** If any structure on the Property was built before 1978, Owner shall provide to Broker and
116. prospective tenants a Disclosure of Lead-Based Paint and Lead-Based Paint Hazards as required by the U.S.
117. Department of Housing and Urban Development.

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119. Property located at 15040 Willemite Street NW

120. **FAIR HOUSING NOTICE:** Owner understands that Owner shall not refuse to sell/lease, or discriminate in the terms,
121. conditions or privileges of sale/lease, to any person due to his/her race, color, creed, religion, national origin, sex,
122. marital status, status with regard to public assistance, handicap (whether physical or mental), sexual orientation or
123. family status. Owner understands further that local ordinances may include other protected classes.

124. **ADDITIONAL NOTICES AND TERMS:** As of this date Owner has not received notices from any municipality, government
125. agency or unit owners' association about the Property, nor has Owner received any notice of a contract for deed
126. cancellation or notice of mortgage foreclosure except as disclosed in writing to Broker at the time of execution of this
127. Agreement. Owner agrees to promptly inform Broker, in writing, of any notices of such types that Owner receives during
128. the term of this Agreement.

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

131. **CONSENT FOR COMMUNICATION:** Owner authorizes Broker and its representatives to contact Owner by mail,
132. phone, fax, e-mail or other means of communication during the term of this Agreement and anytime thereafter.

133. **OTHER:**

134. _____
135. _____
136. _____
137. _____

138. **ACCEPTED BY:** The Realty Matrix, Inc. **ACCEPTED BY:** _____
(Real Estate Company Name) (Licensee)

139. Date Signed: _____, 20 _____

140. **ACCEPTED BY:** _____ **ACCEPTED BY:** _____
(Owner) (Date) (Owner) (Date)

141. _____ (Address) _____ (Address)

142. _____ (Phone) _____ (Phone)

143. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN OWNER AND BROKER.**
144. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**