

Buyer Touring Agreement Explainer

(This agreement MAY be used by listing brokers working with unrepresented buyers)

This “explainer” is not part of the Buyer Touring Agreement (the “Agreement”) and is not legal advice; it is provided to guide your review and use of the Agreement. The Agreement is a template document which is being provided as a courtesy by NorthstarMLS to its participants. Capitalized terms here refer to defined terms in the Agreement.

NORTHSTARMLS DOES NOT REQUIRE PARTICIPANTS TO USE THE AGREEMENT, BUT BROKERS USING IT SATISFY THE REQUIREMENT IN NORTHSTARMLS’S RULES THAT BROKERS HAVE WRITTEN AGREEMENTS WITH BUYERS BEFORE PROVIDING THEM ACCESS TO MLS LISTINGS FOR TOURING.

What is the purpose of the Agreement?

NorthstarMLS participants may use this Agreement when providing touring services to Buyers seeking to purchase properties. Touring a home means when the Buyer, Broker, or both enter a home for sale in MLS, including when Broker enters a home to provide a live virtual tour if Buyer is not physically present. The Agreement outlines the tasks and duties of Buyer and Broker and specifies Broker’s compensation only for Broker’s touring services, if any. See Section 1.

What if Buyer wants other services?

Buyer and Broker should note that this Agreement is an abbreviated form and does not cover topics that might commonly be covered in a full brokerage agreement. Buyer and Broker should use a different agreement if they wish to address other services and further establish the terms between the parties.

When should this Agreement be signed?

Prior to touring any properties with Buyer that are listed in MLS. A Broker may use this contract with unrepresented buyers to show them properties for which Broker is the listing broker/Seller’s Broker.

What is Broker’s role under the Agreement?

On listings where the Broker is a Seller’s Broker, Broker represents the seller, and Buyer is unrepresented. On other listings, Broker is a Facilitator, and Broker represents neither the seller nor Buyer. Broker does not owe a fiduciary duty, except confidentiality as required under Minnesota law, to Buyer on any property that Buyer tours under this Agreement. See Section 1.

IF BROKER WISHES TO REPRESENT BUYER AS BUYER’S BROKER, BROKER SHOULD **NOT** USE THIS AGREEMENT.

Does this Agreement meet the requirements for Minnesota agency disclosure?

No. Prior to signing the Agreement, Broker **must** provide and explain the Minnesota agency disclosure form. Minn. Stat. § 82.67. **NorthstarMLS urges participants to direct Buyers to the agency disclosure form** for explanations of the nature of the “Facilitator” and “Seller’s Broker” relationships and Brokers’ duties under them.

What happens after the Agreement ends?

The relationship described in this Agreement and each party’s obligations under it end on the termination date of the Agreement. See Section 2. Buyer is liable to Broker for compensation stated in the agreement only for services rendered during its term. See Section 3.

It is Broker’s responsibility to ensure compliance with all laws and regulations. The Agreement is a legally binding contract and you should consult with your legal counsel prior to using it. NorthstarMLS makes no representations or warranties, express or implied, regarding accuracy, quality, suitability, or fitness for a particular purpose or otherwise and expressly disclaims any liability in connection therewith, including any modifications made by you. NorthstarMLS participants are permitted to add their brokerage logo and modify the form to suit their use; any modifications are solely at Broker’s own risk.

BUYER TOURING AGREEMENT

This Buyer Touring Agreement (“**Agreement**”) is made between “**Buyer**” and “**Broker**” as identified in the signature block.
NOTE: BROKERAGE COMPENSATION & COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.

1. Purpose/Services.

- a. Under this Agreement, Broker will assist Buyer in locating a property to purchase only by arranging appointments and conducting tours of available properties with Buyer (the “**Services**”). Buyer gives Broker the **non-exclusive** right to provide these Services. Buyer represents that Buyer is not subject to an exclusive agreement with another real estate broker for any Property.
- b. If Buyer wishes to submit an offer for a property toured under this Agreement (“**Property**”) or to engage Broker for other brokerage services, the parties may enter a separate agreement addressing those other services and compensation due to Broker for them, if any.
- c. Buyer has a bona fide interest in the purchase of real estate. Buyer will provide Broker with all information necessary to facilitate the Services. Buyer will pay Broker the compensation in Section 3, if any.
- d. Buyer ☐ **MAY** ☐ **MAY NOT** (*please check one*) tour with Broker listings for which Broker is a “**Seller’s Broker**,” as that term is defined in Minnesota law; i.e., listings where Broker has a contract with the seller to represent the seller.
 - i. If “may” is checked, Buyer will be an **unrepresented buyer** on any Property where Broker is a Seller’s Broker, and Buyer should not share confidential information with Broker. (Seller’s Brokers are required to disclose to their sellers any information relevant to the sale of their listings.)
 - ii. On any Property where Broker is not a Seller’s Broker, Broker will work as a “**Facilitator**” as that term is defined in Minnesota law.

____ (Broker’s initials) ____ (Buyer’s initials). Buyer acknowledges receipt of Minnesota’s “Agency Relationships in Real Estate Transactions” disclosure which describes Buyer/Broker relationships.

- e. Broker and Buyer each acknowledge that **Broker does not represent Buyer as Buyer’s agent. Broker does not owe Buyer any duties other than as specified in this Agreement and as required by Minnesota law.**
- f. Broker will use commercially reasonable efforts to provide the Services to Buyer. Broker may represent or work with other potential buyers for the same or similar properties. Broker will deal honestly with all parties and in compliance with all laws and regulations.

2. **Term.** This Agreement begins on _____ and ends at 11:59 p.m. on _____. This Agreement ☐ **CAN** ☐ **CANNOT** (*please check one*) be canceled by either party upon written notice to the other prior to its expiration.

3. **Broker’s Compensation.** Buyer must pay Broker the Total Compensation set out below when due unless Buyer makes an offer to purchase a Property for which Broker is a Seller’s Broker. Total Compensation will be kept by Broker whether or not Buyer purchases a Property. Buyer may direct Broker to obtain as much as possible of the Total Compensation from listing broker or seller, but Buyer remains liable for the balance. Broker may not, however, receive compensation (from any source) for the Services to Buyer that exceeds the Total Compensation. “**Total Compensation**” is the sum of all the following (*check all that apply*):

- ☐ **No fee.** Buyer owes Broker no compensation for the Services. (*If this option is checked, do not check any others.*)
- ☐ **Flat fee.** Buyer shall pay a flat fee of \$_____, due ☐ upon signing this Agreement ☐ within ____ days after invoice from Broker (*please check one*).
- ☐ **Per-tour fee.** Buyer shall pay a fee of \$_____ for each tour of any Property, due within ____ days after invoice from Broker.
- ☐ **Hourly fee.** Buyer shall pay a fee of \$_____ for each hour that Broker spends in providing Services hereunder, due within ____ days after invoice from Broker.
- ☐ **Other fee.** _____

4. **Broker as Seller’s Broker.** If Broker is a Seller’s Broker for a Property that Buyer purchases, Buyer will pay no Total Compensation to Broker for the Services. Broker’s services are not free, but Broker’s compensation will come from the seller of the Property for services the Broker has rendered to the seller, which include finding a buyer for the Property.

5. **Fair Housing.** Broker’s services are provided without regard to race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, familial status, gender identity, or sexual orientation. Local

ordinances may provide for additional protected classes.

6. **Miscellaneous. This Agreement is legally binding. Buyer should seek legal advice if Buyer has questions about any of the terms of this Agreement.** This Agreement constitutes the entire agreement between the parties.

This Agreement is agreed to and accepted by the parties below.

 Broker's Printed Name (<i>Brokerage & Licensee Names</i>)	 Buyer's Printed Name
 Broker's Signature (<i>Licensee</i>)	 Buyer's Signature
Date:	Date: