

Marketing Your Property

Selling Your Property
with
Sathers JS Realty, LLC



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(218) 729-9784



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www.js-realty.com



The Sathers JS Realty, LLC Team

Sathers JS Realty, LLC is a family owned business located in the Pike Lake area of Duluth. Owner Jackie is pleased to have daughter Jamie, daughter-in-law Julie, and grandson Braxton on her team to offer clients the best service around. Together this team has over 87 years of combined experience and a long history of success.



Jackie Sathers - Broker, REALTOR, GRI, CRS

Licensed REALTOR since 1980.
Certified Residential Specialist (CRS).
Graduate of the REALTORS Institute (GRI).
Teaching Degree—University of Minnesota, Duluth.
Past President of the Duluth Area Association of REALTORS.
Past member of the State Professional Standards Committee.
Past Secretary for the Board of Directors for Choice Unlimited.
Leader of the Sathers JS Realty Team - the Mom and Mother-in-law.
Married to Jim Sathers, local excavating contractor & owner of Sathers' Gravel Pit
Mother of three, grandmother of four, owner of an English bull dog.
Interests include watercolor painting, cooking, gardening, and cheerleader for grandkids sporting events.



Jamie Sathers-Day - Broker, REALTOR, GRI, CRS, ABR

Licensed REALTOR since 1989.
Certified Residential Specialist (CRS).
Accredited Buyer Representative (ABR).
Graduate of the REALTORS Institute (GRI).
Business Management Degree—College of St. Scholastica.
Past Member of Board of Directors for the Duluth Area Association of REALTORS.
Past Board Member on the Hermantown Chamber & Cloquet Area Hockey Association (CAHA).
Current Board Member at St Ann's Residence.
Married to Patrick Day, teacher at Carlton High School.
Proud mother of two sons and one dog.
Sports enthusiast: softball, biking, hiking, curling & watching my boys' sports events.



Julie Sathers - REALTOR, GRI, CRS, ABR

Licensed REALTOR since 1994.
Certified Residential Specialist (CRS).
Graduate of the REALTORS Institute (GRI).
Accredited Buyer Representative (ABR).
Accounting Degree from University of Wisconsin, Superior.
Past President of the Board of Directors for the DAAR.
Past Director for MNAR Board of Directors & DAAR Liaison.
Past Member of MN Professional Standards Committee.
Volunteer for Proctor and Mirage youth hockey teams, and 4-H Horse.
Family includes husband Bard Sathers, two children, two dogs, one cat, three horses and chickens.
Other interests: horseback riding, family cabin outings, snowmobiling, fishing, watching youth and high school hockey.



Braxton Sathers - REALTOR

Licensed REALTOR since 2017.
Pursuing degrees in Marketing and Business Management at The College of St. Scholastica.
Member of the CSS golf team and former goalie for Proctor High School hockey.
Can be found occasionally at the Sather's Gravel Pit helping out as a loader/operator.
Son of Julie and Bard Sathers, grandson of Jackie and Jim Sathers

The Sathers JS Realty team enjoy giving back to the community through donations and volunteer work with organizations such as the Food Bank, Memorial Blood Center, Muscular Dystrophy Association, Twig, Proctor, Esko, Carlton and Cloquet sports, So. St. Louis County 4-H, Special Olympics, and more.

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**Please take a few moments to review us online at
Zillow.com, Realtor.com, Yelp & Facebook.**

Thank You For Choosing Sathers JS Realty, LLC

Thank you for your confidence in our abilities to market your property.

We appreciate the time you spent with us reviewing the features of your home and outlining your financial goals and time considerations.

You will receive competent and professional service from us at all times. We have represented many families in this area concluding transactions that realize maximum value in a reasonable time. We will make every effort to do the same for you.

If you have any questions or concerns, please don't hesitate to contact us!

Sincerely,

Sathers JS Realty, LLC

Jackie Sathers

Julie Sathers

Jamie Sathers-Day

Braxton Sathers

Fair Housing Policy:

This company conducts business in accordance with all federal, state, and local fair housing laws. It is our policy to provide housing opportunities to all persons regardless of race, color, religion, sex, familial status, handicap, national origin or sexual orientation. The company's fair housing procedures are not recommendations. They must be followed by everyone associated with the company.

What's Next?

Once the necessary papers have been signed, what happens next?

Yard sign: The Sathers JS Realty sign will be placed outside your property as soon as your listing agreement is signed.

Lockbox and showing appointments: If an agent who belongs to the Multiple Listing Service wishes to show your property, they call our appointment center ShowingTime. After carefully crosschecking the agent's MLS information and confirming the appointment with you, ShowingTime provide them with the combination to the lockbox or electronic keybox system (ekey) which holds the key to your property. An ekey makes it easy to show properties, track activity and still offer you as a seller, security. If you need to reach ShowingTime to reschedule or cancel an appointment the number is 1-800-746-9464. If you need to change your showing information or have any questions please call our office 218-729-9784 and we can help you.

Property Marketing Reports: Every two weeks you will receive a report including all showings on your home and a record of all advertisements which include your home.

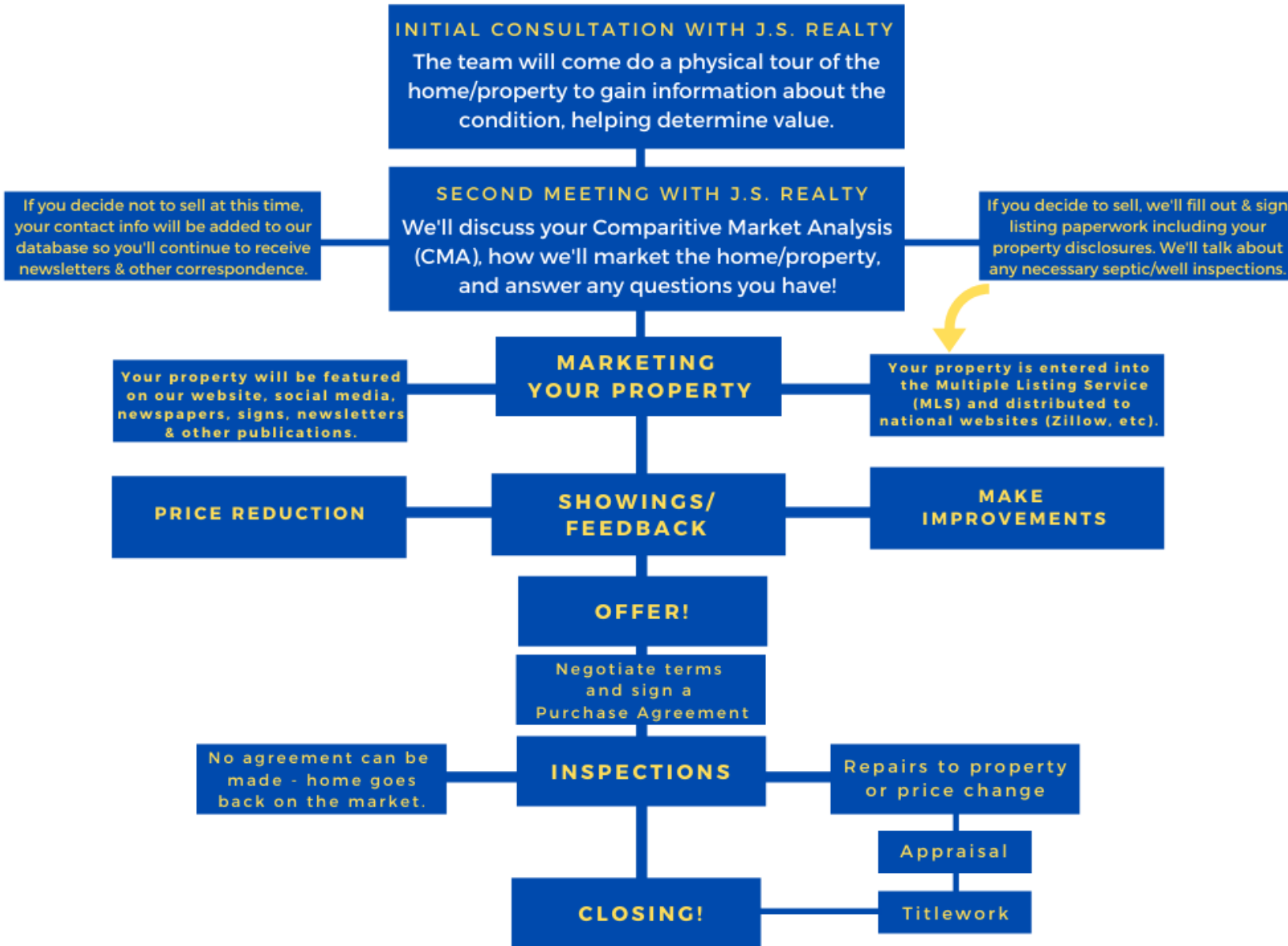
Submitting Offers: We will inform you immediately of any offers that come in and present them in a timely manner. When we bring the proposals to you for your consideration, we'll assist you in the negotiating process to protect your interests and investment.

After the Purchase Agreement is Signed and Accepted: Our work isn't finished! A successful closing includes: inspections, appraisal, title work, mortgage lender cooperation, final approval of buyers, final walk through, closing, and more! We'll be there with you every step of the way!

Did you know the American Red Cross will install a limited number of free smoke alarms for those who cannot afford to purchase smoke alarms or for those who are physically unable to install a smoke alarm. Visit <https://getasmokealarm.org/> to sign up!

Overview of the Home Selling Process

Overview of the Home Selling Process



Seller To Do's After Listing

City of Duluth - I&I Compliance

What is this?

If you live in the Duluth city limits and have a sump pump and city sewer, you will need an inspection on your sump pump. You should call and get the inspection done as soon as possible. Just let them know you're selling your house and they'll be happy to have it done sooner than later! **Call the City of Duluth Public Works and Utilities to schedule: 218-730-4130**

Cost is \$105, \$205 if a sump pump is needed. This is a seller expense.

Septic system

If you live in St. Louis County and have a septic system, you will need to comply with the current Point of Sale Ordinance. This requires an inspection to be done on the currently operating system. If it needs to be replaced, options include: a new system installed before closing or escrowing funds for replacement.

Cost for the inspection is under \$500. It is typically a seller expense.

Here are several septic inspectors we suggest or you can visit the St. Louis County website.

Spectrum Research

Jim Balogh
218-525-5322

Crosby SSTS Inspection Design & Consulting

Jeff Crosby
218-724-7566

Swamphing Environmental

Mitch Johnson
218-349-1612

Well

If you have a well, a water sample will need to be drawn & tested by a certified lab. A variety of tests can be required based on buyer financing but typically include: Coliform, Nitrate and sometimes Lead. If you're in Carlton County, you can call the county and they'll come take the sample. Elsewhere, your agent can supply you with the bottles you need and instructions. Your home inspector may also take the samples during that process.

Cost varies: \$50-\$150

Other Inspections/Home Warranty

Lead

Lead Based Paint disclosure. If your home was built before 1978, you will need to complete a disclosure.

Regardless of the age of the home, if you have any peeling or chipping paint anywhere (inside and outside) including outbuildings, scrapping/priming/painting may need to be done depending on buyer financing.

Cost varies.

Radon

Since January 1, 2014, the Minnesota Radon Awareness Act requires specific disclosure and education be provided to potential home buyers during residential real estate transactions in Minnesota. Testing can be done by the buyer or seller.

Carbon Monoxide Detectors

After August 1, 2008, Minnesota Statute states that a UL-listed CO alarm must be installed within 10 feet of each bedroom.

Smoke Detectors

Many appraisers will require smoke detectors be installed also in any area used for sleeping. It is best to make sure all your smoke detectors are operating.

Mold

Many appraisers will red flag any mold that is seen in a home and ask for professional remediation. Clean it up and remedy the source of the mold.

Home Warranty

- Affords you the peace of mind and budget protection against untimely and expensive repairs during the listing of your home.
- Offers you protection after the sale. The home buyer now has a place to go for repair work to mechanical systems instead of inconveniencing you after the sale.
- Gives potential buyers confidence that your property is sound and provides them with protection that they will not get with the purchase of another home .
- Fills the “wear and tear” gap that is created by the exclusion to your homeowners’ insurance coverage (subject to the provisions of the warranty).

Peter Jackson, Home Warranty, 877-977-4949 ext.257

Kathy Jambor, America’s Preferred Home Warranty, Inc, 952-277-9776

Preparing Your Home

Your home has just one chance to make a great first impression with each potential buyer. We hope the following list will help you keep track of what needs to be done. The main idea is to present a clean, clutter-free home – the kind of place you’d like to buy. Accomplish a little every day, and before long your home will be ready to create a lasting impression!

Your Home’s Curb Appeal

- Mow lawn and trim shrubs
- Weed landscaping and add mulch
- Sweep walkways and driveway, remove branches, litter, or toys
- Remove mildew or moss from walls/walks with bleach water
- Take oil stains off your driveway with kitty litter!
- Clean and repair patio and deck area
- Remove any outdoor furniture which is not in good repair
- Replace old storm doors
- Repair broken windows/shutters, replace torn screens, make sure frames have solid caulking
- Hose off exterior wood and trim, replace damaged bricks or wood
- Touch up exterior paint, repair gutters and eaves
- Clean and remove rust from any window air conditioning units
- Make sure doorbell is in good working order

The Garage

- Sell, give away, or throw out unnecessary items
- Clean oily cement floor
- Provide strong overhead light
- Tidy storage and/or work areas

The Living Room

- Make it cozy and inviting, discard chipped or worn furniture and frayed or worn rugs.
- Remove excess décor from tabletops in an effort to declutter
- Keep children’s toys or baby swings/equipment in their respective rooms

The Master Bedroom

- Organize furnishings to create a spacious look.

Preparing Your Home

The Kitchen

- Make sure appliances are clean inside and out & in working order
- Clean often forgotten spots like on top of the refrigerator and under sink
- Clean floors and baseboards
- Unclutter all counter space, remove countertop appliances
- Organize items inside cabinets, pre-pack anything you won't be using before you move

The Bathrooms

- Remove all rust and mildew
- Make sure tile, fixtures, shower doors, etc. are clean
- Make sure all fixtures are in good repair
- Replace loose caulking or grout

The Basement

- Sell, give away, or throw out unnecessary items
- Organize and create more floor space by hanging tools and placing items on shelves
- Clean water heater and drain sediment
- Change furnace filter
- Make inspection access easy
- Clean and paint concrete floor and walls

The Attic

- Tidy up by discarding or pre-packing
- Make sure energy-saving insulation is apparent
- Make sure air vent is in working order

General Interior Tips

- Add a fresh coat of interior paint in light, neutral colors
- Shampoo carpeting or replace, if necessary
- Clean and wax hardwood floors or refinish, if necessary
- Clean and wash kitchen and bathroom floors
- Wash all windows, vacuum blinds, wash window sills
- Clean out and organize closets, pack any clothes/items you can
- Repair problems such as loose doorknobs, cracked molding, leaking taps and toilets, squeaky doors, closets or screen doors which are off their tracks

Is Your Price on Target?



Example:

10% too high at \$220,000

6% too high at \$212,000

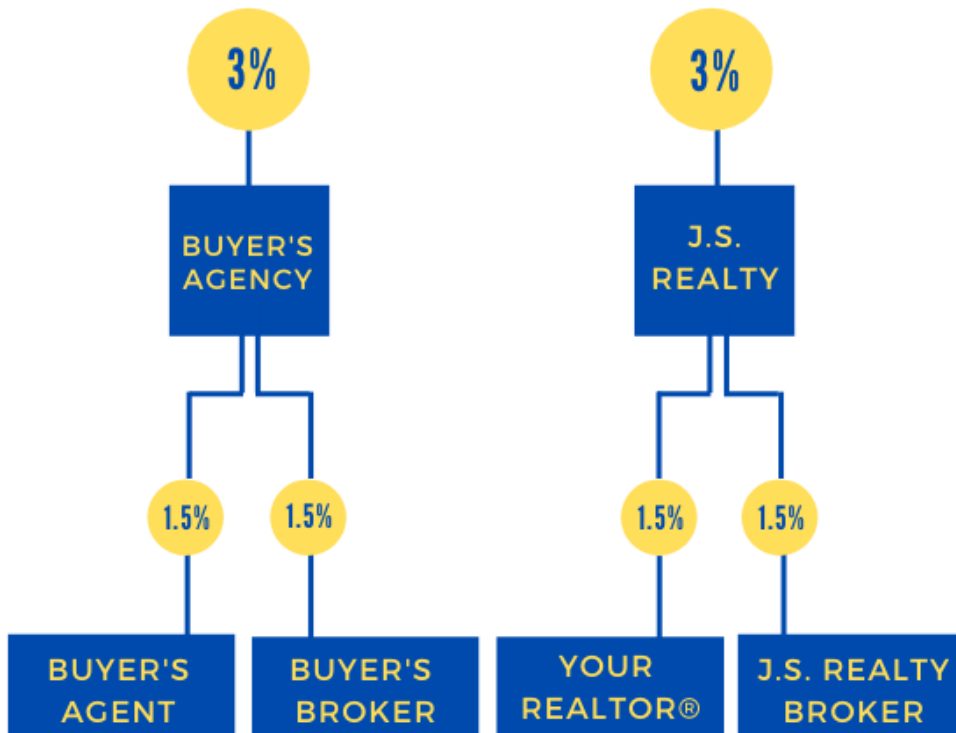
Priced right at \$200,000

How Do REALTORS® Get Paid?

FOR EXAMPLE:
\$200,000



6% REALTOR® FEE



The fees for in-house sales, facilitator transactions, or to just write a Purchase Agreement will vary depending on the amount of professional help we provide. Land listed for under \$50,000 is a flat commission fee of \$3,000.

When moving time comes, call Bard Day at 218-591-3011 for reliable & professional moving assistance. Check out his website at mov-



Marketing Your Property

Our Plan for Marketing Your Home

Look for your property listing in the following locations:

- Our Website: www.js-realty.com**
- Lake Superior Association of Realtors Multiple Listing Service (LSAR MLS)** This covers the following counties in Minnesota: Carlton, Southern St. Louis, Lake and Cook Counties in Northern Minnesota and Northeastern Wisconsin.
- Duluth News Tribune and other Local Newspapers**
- Real Estate Viewer**
- Sathers JS Realty Blog**
- REALTORS Facebook Pages, Like us!**
- Twitter, Pinterest and Instagram**
- Duluth Craigslist**

- ListHub:** ListHub and LSAR have a partnership where brokers can have their listings automatically sent to all local real estate agency websites and these websites:

Homefinder.com	NewHomeSource	Foreclosure.com	Zumper
Home2.me by Tour Factory	propertypath.com	HomesandLand	Ylopo
ImagesWork by CirclePix	AdWerx.com	agoragy	Homes.com
Houses For Sale	Comcast On Demand	Home Path	Redefy
Learnmorenow.com	The Real Estate Book	REPRNT	Revestor
Freedomsoft.com	Property Shark	Guidance Realt	Relola
Point2Homes.com	MyRentToOwn.com	Nestigator	MHBay
FindTheBestHomes	LakeHomesUSA.com	RealtyTrac.com	Joyful Home
ApartmentList	MyHouseKit.com	LotNetwork.com	RealQuest
Lands Of America	Harmonhomes.com	Househunt.com	Rentrance
Investablity.com	eLookyLoo.com	LandAndFarm	Renberry
USHUD.com	OpenRealEstateComm.	RealtyStore.com	Assist2Sell
Listingvideos by VScreen	Apartments.com	ListReports	WikiRealty
RealtyExecutives.com	Real Quest Express	HomeBidz	LandWatch
Back At You Media	Keyboom	Trulia.com	Zillow.com
CommercialSearch	ShowingSuite	Kahping	HomeSpotter
FindAPlace4Me	DreamHomeList	FixFlip	HomePath
Close2Homes.com	GCHomeSearch	Houses.net	Backatyou
HouseValueStore	Listings-2-Leads	Equator	FlipComp
BreakthroughBroker.com	DigiPropz	HomeSteps	HomeWinks
IdealEstate	Nest.me	NestReady	Opentoclose

- Monthly mailers to current customers**
- Promotional Flyers**
- Virtual Tours with weekly reports**

****We will keep you updated on our efforts to market your home and the showings generated from them with monthly online and printed reports that include feedback on showings.**

Moving Services



Moving Services

Moving by Day are professional local movers that will take the stress out of moving to a new home. At Moving by Day, they know that residential moving is a very involved process, but it's a process they've perfected through the years. With every move, they guarantee the safety of all of your belongings. They handle all your items with care. Trust them to address everything from moving smaller personal belongings to larger-scale piano moving without a scratch. You can rest easy knowing that all your belongings will move to their new location in one piece. For a house moving service that never lets you down, contact them today for assistance in the greater Duluth area.

Movingbyday.com
218-591-3011
bardday1997@gmail.com

Glossary of Terms

Abstract of Title The summary of the public records relating to the ownership of a particular piece of land. It represents a short legal history of an individual piece of property from the time of the first recorded transfer to present.

Adjustable Rate Mortgage (ARM) A mortgage in which interest and payment rates vary periodically, based on a specific index, such as 30-year Treasury Bills or the Cost-of-Funds index.

Agency A mutual-consent, legal relationship in which a seller or buyer engages a broker-agent in the sale or purchase of property.

Agent/REALTOR® A licensed person who represents the seller (and/or buyer) and who provides market assessment, offers sales or buying strategy, recommends various services and sources important to the seller or buyer, is a member of the National Association of REALTORS (NAR), and subscribes to NAR's strict Code of Ethics.

Amortization A method by which monthly mortgage payments are equalized over the life of a loan, despite the fact that the proportion of principal to interest changes.

Annual Percentage Rate (APR) The total finance charge (interest, loan fees, points) expressed as a percentage of the mortgage amount.

Appraisal A professional and unbiased written opinion of a property's value that is based on recent, comparable sales; quality of construction and current condition; and style of architecture.

Assessed Value The established value of a property for tax-assessment purposes, which may or may not reflect market value.

Broker A person licensed to represent home buyers or sellers for a contracted fee. Brokers manage real estate offices and employ licensed agents to sell properties.

Capital Gains The taxable profit derived from the sale of a capital asset. A gain is the difference between the sale price and the basis of the property, after making appropriate adjustments for closing costs, fix-up expenses, capital improvements, allowable depreciation, etc.

Closing The final settlement at which time the title is transferred from seller to buyer, accounts are settled, new mortgages are signed, and all fees and expenses are dispersed or satisfied.

Closing Costs All fees, taxes, charges, commissions, surveys, lender fees, inspection fees, and other costs paid by the buyer and/or seller at the closing.

Commission A previously agreed upon percentage of the home's sale price paid to the listing and selling agent(s).

Comparables Similar properties in type, size, price, and amenities that have sold recently, been adjusted, and are used for comparison in the appraisal report.

Contingency A condition that must be satisfied before a contract is binding.

Glossary of Terms

Contract for Deed A contract ordinarily used in connection with the sale of a property in cases where the seller does not wish to convey title until all or a certain part of the purchase price is paid by the buyer.

Contract of Title A summary or digest of the conveyances, transfers, and any other facts relied on as evidence of title together with any other elements or records that may affect the marketability of the title.

Counteroffer An offer made by a buyer or seller to the other party, responding to the asking price or a subsequent adjustment to that price to complete a purchase of sale.

Deed A legal “instrument” that conveys the title to a property from seller to buyer.

Disclosure Laws State and federal regulations that require sellers to disclose such conditions as whether a house is located in a flood plain or if there are any known defects that would affect the value of the property.

Discount Points Additional charges made by a lender at the time a loan is made. Points are measured as a percent of the loan, with each point equal to one percent. These additional interest charges are paid at the time a loan is closed to increase the rate of return to the lender so as to approximate the market level.

Down Payment The buyer and lender determine the down payment requirements during the pre-qualification process. The down payment is usually expressed as a percentage of the purchase price: e.g., 0%, 5%, 10%, 20%, 25%, 30%.

Earnest Money (Escrow Deposit) Money paid by the buyer at the time an official offer to purchase is submitted to the seller, intended to demonstrate the good faith of the buyer to complete the purchase. Earnest money is applied against the purchase price when the sale is finalized. Under certain conditions, the earnest money may be forfeited if the buyer fails to complete the purchase under the terms of the sales contract.

Easement A right to use the land of another.

Encroachment A condition that limits the interest in a title to property such as a mortgage, deed restrictions, easements, unpaid taxes, etc.

Equity The difference between the sale price of a property and the mortgage balance owed on the property.

Escrow Account A third-party account used to retain funds, including the property owner’s real estate taxes, the buyer’s earnest money, or hazard insurance premiums.

Foreclosure A legal procedure whereby mortgaged property is seized and sold as payment for a debt in the event of default.

Glossary of Terms

Home Inspection A formal survey of a home's structure, mechanical systems, and overall condition, generally performed by an inspector or contractor.

Home Warranty A policy available to the buyer or seller as insurance against unanticipated home-repair costs.

Homeowner's Policy A hazard insurance policy covering, at the very least, the appraised value of a house and property.

Inspection Contingency A written stipulation contained in an "offer to buy" that makes the sales contract predicated upon the findings of a professional home inspector.

Interest The predetermined charge or fee paid to a lender by the borrower for the use of monies loaned. ownership by two or more persons with right of survivorship; all joint tenants own equal interests and have equal rights in the property.

Market Price The actual price at which a property is sold.

Market Value The price that is established for a property by existing economic conditions, property location, size, etc.

Mold Mold is a superficial and often woolly growth produced on damp or decaying organic matter or on living organisms. See www.epa.gov/iag/molds/moldguide.html for a guide that provides information and guidance for homeowners and renters on how to clean up residential mold problems.

Mortgage A legal claim received by the lender on a property as security for the loan made to a buyer.

Mortgage Broker An independent, third-party, licensed broker who arranges loan transactions between lenders and borrowers by facilitating the application and approval process.

Mortgage Insurance Premium (MIP) The consideration paid by a mortgagor for mortgage insurance either to the FHA or a PMI company. On an FHA loan, the payment is one half of one percent annually on the declined balance of the mortgage. It is a part of the regular monthly payment and is used by the FHA to meet operating expenses and provide loss reserves.

Multiple Listing Service (MLS) A system through which participating brokers agree to share commissions on a predetermined percentage split on the sale of properties listed on the system.

Origination Fee This fee is a supplemental fee paid buy buyers to lenders, usually stated as a percentage or as points.

Personal Property Any property which is not real property: e.g., money, savings accounts, appliances, cars, boats, etc.

Glossary of Terms

Point A single percent of the loan principal, often charged by the lender in addition to various fees and interest.

Prepayment Penalty A fee included in the mortgage agreement that is required of the borrower in the event the loan is paid of before the due date. Look for a clause that says, "There shall be no prepayment penalty."

Prequalification An informal estimate of the "financing potential" of a prospective borrower.

Private Mortgage Insurance (PMI) Insurance issued to a lender by a private company to protect the lender against loss on a defaulted mortgage loan. Its use is usually limited to loans with high loan-to-value ratios. The borrower pays the premiums.

Purchase Agreement A written, legally binding contractual agreement between a buyer and a seller for the purchase of real estate.

Radon A colorless, odorless gas formed by the breakdown of uranium in sub-soils. It can enter a house through cracks in the foundation or in water and is considered to be a hazard. Your REALTOR® can supply a radon brochure.

Referral The recommendation by one agent of a potential buyer and/or seller to another agent either locally or long-distance.

Settlement Disclosure Statement A statement or list providing a complete breakdown of costs involved in finalizing a real estate transaction prepared by the lender's agent prior to closing and reviewed at closing by the buyer and seller.

Survey The process by which a parcel of land is measured and its area ascertained. Title companies study the survey to check for encroachments.

Title A legal document that defines the property, right of ownership, and possession.

Title Insurance An insurance policy that protects the buyer against errors, omissions, or any defects in the title.

VA Mortgage The Department of Veterans Affairs has made guaranteed mortgages available through banks and other lending institutions to active military personnel, veterans, or spouses of veterans who died of service-related injuries.

Walk-Through Inspection The final inspection by the buyers, usually in the company of the buyers' real estate sales agent, to ensure that all conditions noted in the offer to purchase and all seller-related contingencies have been met. This inspection is most often completed immediately prior to the closing and after the seller has vacated the premises.

Zoning Local communities have established specific restrictions for land use, new construction, and remodeling activity. These are available to you through a local regulatory department such as the Building Inspector's Department or office or the Planning and Zoning Board.

AGENCY RELATIONSHIPS IN REAL ESTATE TRANSACTIONS

1. Page 1

2. **MINNESOTA LAW REQUIRES** that early in any relationship, real estate brokers or salespersons discuss with
3. consumers what type of agency representation or relationship they desire.⁽¹⁾ The available options are listed below. This
4. is **not** a contract. **This is an agency disclosure form only. If you desire representation you must enter into a**
5. **written contract, according to state law** (a listing contract or a buyer/tenant representation contract). Until such time
6. as you choose to enter into a written contract for representation, you will be treated as a customer and will not receive
7. any representation from the broker or salesperson. The broker or salesperson will be acting as a Facilitator (see
8. paragraph IV on page two (2)), unless the broker or salesperson is representing another party, as described below.

9. **ACKNOWLEDGMENT: I/We acknowledge that I/we have been presented with the below-described options.**
10. **I/We understand that until I/we have signed a representation contract, I/we am/are not represented by the**
11. **broker/salesperson. I/We understand that written consent is required for a dual agency relationship.**

12. **THIS IS A DISCLOSURE ONLY, NOT A CONTRACT FOR REPRESENTATION.**

13. _____
(Signature) (Date) (Signature) (Date)

14. I. **Seller's/Landlord's Broker:** A broker who lists a property, or a salesperson who is licensed to the listing broker,
15. represents the Seller/Landlord and acts on behalf of the Seller/Landlord. A Seller's/Landlord's broker owes to
16. the Seller/Landlord the fiduciary duties described on page two (2).⁽²⁾ The broker must also disclose to the Buyer
17. material facts as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and
18. significantly affect the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to
19. rental/lease transactions.) If a broker or salesperson working with a Buyer/Tenant as a customer is representing the
20. Seller/Landlord, he or she must act in the Seller's/Landlord's best interest and must tell the Seller/Landlord any
21. information disclosed to him or her, except confidential information acquired in a facilitator relationship (see paragraph
22. IV on page two (2)). In that case, the Buyer/Tenant will not be represented and will not receive advice and counsel
23. from the broker or salesperson.

24. II. **Buyer's/Tenant's Broker:** A Buyer/Tenant may enter into an agreement for the broker or salesperson to represent
25. and act on behalf of the Buyer/Tenant. The broker may represent the Buyer/Tenant only, and not the Seller/Landlord,
26. even if he or she is being paid in whole or in part by the Seller/Landlord. A Buyer's/Tenant's broker owes to the
27. Buyer/Tenant the fiduciary duties described on page two (2).⁽²⁾ The broker must disclose to the Buyer material facts
28. as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and significantly affect
29. the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)
30. If a broker or salesperson working with a Seller/Landlord as a customer is representing the Buyer/Tenant, he or
31. she must act in the Buyer's/Tenant's best interest and must tell the Buyer/Tenant any information disclosed to him
32. or her, except confidential information acquired in a facilitator relationship (see paragraph IV on page two (2)). In
33. that case, the Seller/Landlord will not be represented and will not receive advice and counsel from the broker or
34. salesperson.

35. III. **Dual Agency - Broker Representing both Seller/Landlord and Buyer/Tenant:** Dual agency occurs when one
36. broker or salesperson represents both parties to a transaction, or when two salespersons licensed to the same
37. broker each represent a party to the transaction. Dual agency requires the informed consent of all parties, and
38. means that the broker and salesperson owe the same duties to the Seller/Landlord and the Buyer/Tenant. This
39. role limits the level of representation the broker and salesperson can provide, and prohibits them from acting
40. exclusively for either party. In a dual agency, confidential information about price, terms and motivation for pursuing
41. a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose
42. specific information about him or her. Other information will be shared. Dual agents may not advocate for one party
43. to the detriment of the other.⁽³⁾

44. Within the limitations described above, dual agents owe to both Seller/Landlord and Buyer/Tenant the fiduciary
45. duties described below.⁽²⁾ Dual agents must disclose to Buyers material facts as defined in MN Statute 82.68, Subd.
46. 3, of which the broker is aware that could adversely and significantly affect the Buyer's use or enjoyment of the
47. property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)

48. _____ I have had the opportunity to review the "Notice Regarding Predatory Offender Information" on
(initial) (initial)

AGENCY RELATIONSHIPS IN REAL ESTATE TRANSACTIONS

50. Page 2

51. IV. **Facilitator:** A broker or salesperson who performs services for a Buyer/Tenant, a Seller/Landlord or both but
52. does not represent either in a fiduciary capacity as a Buyer's/Tenant's Broker, Seller's/Landlord's Broker or Dual
53. Agent. **THE FACILITATOR BROKER OR SALESPERSON DOES NOT OWE ANY PARTY ANY OF THE FIDUCIARY**
54. **DUTIES LISTED BELOW, EXCEPT CONFIDENTIALITY, UNLESS THOSE DUTIES ARE INCLUDED IN A**
55. **WRITTEN FACILITATOR SERVICES AGREEMENT.** The facilitator broker or salesperson owes the duty of
56. confidentiality to the party but owes no other duty to the party except those duties required by law or contained in
57. a written facilitator services agreement, if any. In the event a facilitator broker or salesperson working with a Buyer/
58. Tenant shows a property listed by the facilitator broker or salesperson, then the facilitator broker or salesperson
59. must act as a Seller's/Landlord's Broker (see paragraph I on page one (1)). In the event a facilitator broker or
60. salesperson, working with a Seller/Landlord, accepts a showing of the property by a Buyer/Tenant being represented
61. by the facilitator broker or salesperson, then the facilitator broker or salesperson must act as a Buyer's/Tenant's
62. Broker (see paragraph III on page one (1)).

63. (1) This disclosure is required by law in any transaction involving property occupied or intended to be occupied by
64. one to four families as their residence.

65. (2) The fiduciary duties mentioned above are listed below and have the following meanings:

66. Loyalty - broker/salesperson will act only in client(s)' best interest.

67. Obedience - broker/salesperson will carry out all client(s)' lawful instructions.

68. Disclosure - broker/salesperson will disclose to client(s) all material facts of which broker/salesperson has knowledge
69. which might reasonably affect the client(s)' use and enjoyment of the property.

70. Confidentiality - broker/salesperson will keep client(s)' confidences unless required by law to disclose specific
71. information (such as disclosure of material facts to Buyers).

72. Reasonable Care - broker/salesperson will use reasonable care in performing duties as an agent.

73. Accounting - broker/salesperson will account to client(s) for all client(s)' money and property received as agent.

74. (3) If Seller(s)/Landlord(s) elect(s) not to agree to a dual agency relationship, Seller(s)/Landlord(s) may give up the
75. opportunity to sell/lease the property to Buyer(s)/Tenant(s) represented by the broker/salesperson. If Buyer(s)/
76. Tenant(s) elect(s) not to agree to a dual agency relationship, Buyer(s)/Tenant(s) may give up the opportunity to
77. purchase/lease properties listed by the broker.

78. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION: Information regarding the predatory offender**
79. **registry and persons registered with the predatory offender registry under MN Statute 243.166 may be**
80. **obtained by contacting the local law enforcement offices in the community where the property is located,**
81. **or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections Web site at**
82. **www.corr.state.mn.us.**

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Sathers JS Realty, LLC Security Policies and Procedures

As real estate agents, we're in a unique position when it comes to on-the-job safety. The nature of this business creates unusual safety concerns like meeting unknown people, touring vacant properties, and sharing personal contact information. It's more critical than ever to rely on certain protocols when working. Our common safety procedures include:

Initial meeting place. We may ask to meet buyers/sellers for the first time at our office or another public location.

Documentation. At the first meeting, we may ask to make a copy of the buyers/sellers driver's license, mortgage approval letter, or request emergency contact details. These are common components of client records and standard safety procedures.

Driving. We may ask you to drive separately to tour a house.

Touring homes. Don't be surprised if we let you take the lead and walk behind you through a home. This allows you to not only see the rooms first to get a better view of the space, but we may decline to accompany you into basements, closets, or attics.

Vacant properties. We may request to show you vacant properties only during daylight hours.

Open houses. By welcoming complete strangers into your home, open houses present additional security risks to both your home/valuables and agents.

Neighborhoods. Fair Housing laws prohibit us from engaging in any behavior that could be viewed as steering people towards or away from an area. If you ask us whether a neighborhood is safe, we can happily steer you in the direction of the best resources to make your own determination. Try spotcrime.com for recent crime statistics in your area or call your local police department.

Websites like spokeo.com and pipl.com are great references that can be used by agents and buyers/sellers for researching potential visitors entering your home.

Understanding Your Agent's Safety Policies and Procedures. (2017, September). *Today's Buyer's Rep*, 9, 7.

Notes