

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.)

AGENCY RELATIONSHIPS IN REAL ESTATE TRANSACTIONS

1. Page 2

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

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

63. ⁽²⁾ The fiduciary duties mentioned above are listed below and have the following meanings:
64. Loyalty - broker/salesperson will act only in client(s)' best interest.
65. Obedience - broker/salesperson will carry out all client(s)' lawful instructions.
66. Disclosure - broker/salesperson will disclose to client(s) all material facts of which broker/salesperson has knowledge
67. which might reasonably affect the client(s)' use and enjoyment of the property.
68. Confidentiality - broker/salesperson will keep client(s)' confidences unless required by law to disclose specific
69. information (such as disclosure of material facts to Buyers).
70. Reasonable Care - broker/salesperson will use reasonable care in performing duties as an agent.
71. Accounting - broker/salesperson will account to client(s) for all client(s)' money and property received as agent.

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

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

MN:AGCYDISC-2 (8/19)



TENANT SCREENING AND RENTAL APPLICATION POLICY

**BuyRentSell.com, LLC
(Management)**

This is a statement of rental application and screening policies. This explains our rental and occupancy standards and our requirements for all potential tenants.

1. **Rental Application Process.** Your application to rent from us must be made on this form. The rental application needs to be filled out completely and accurately. We will not process an incomplete application. Any misstatement or omissions made on your application, whether or not discovered before you move into the building, is grounds for denial of an application or termination of an existing tenancy. Information must also be legible and verifiable. If information given to us on the application cannot be checked out and verified, this is a valid basis for rejection.

Applications are available by contacting us at **612-345-8991**. All occupants over the age of 18 occupying an apartment must be tenants on the lease; and all occupants over 18 years of age must fill out a separate application and pay a separate application fee.

2. **Photo Identification.** Every adult that will be living in the apartment is required to complete a rental application and to provide a government issued photo ID. Acceptable ID include a valid state-issued driver's license, or state issued identification card, a U.S. military I.D., or a current passport.
3. **Screening Service.** Management uses the tenant screening service and/or credit reporting service below:

Rental History Reports
7900 W. 78th Street
Suite 400
Edina, MN 55439
952-545-3953

The application fee charged by Management is nonrefundable. It is applied to the costs of our resident screening and the use of the tenant screening service. We will not take an application and an application fee unless we have a unit available, or reasonably believe that a unit will be available in the future.

4. **Pre-Lease Deposit and Deposit to Hold Agreement.** Each applicant must pay, before an application will be accepted or processed, a non-refundable application fee of \$40 per person for each application to be screened. BuyRentSell.com, LLC manages a number of different properties including properties for different owners. At the time of the application, or after an application is approved, you may be asked to sign a pre-lease deposit agreement or deposit to hold agreement that will hold the home or unit for you pending completion of screening or pending the completion of lease paperwork. If your rental application is acceptable, and you otherwise meet our occupancy standards, the unit you looked at will be offered to you in a lease and your deposit will be applied to the security deposit owed on the unit. When we take your deposit, we take the rental unit off the market. This means we turn down other prospective applicants who might be acceptable tenants for that unit. If, for any reason, you decide you do not want to rent from us, we keep your deposit as liquidated damages for taking the unit off the market. If we do not accept your application, the deposit is returned to you by mail within seven days of our denial.
5. **Lease Paperwork and Payments.** Applicants approved for occupancy will not be entitled to a unit until they sign all lease paperwork and pay a security deposit and any rent required as of the time of signing. Management requires that its forms of lease paperwork, and any applicable addenda or rules, be signed. If Management has accepted a prelease deposit to hold an apartment, and the application is approved, the deposit will be applied toward any security deposit owed under the lease.
6. **Minimum Lease.** You must be prepared to sign a lease for a minimum term of six months to one year (minimum terms required may vary from property to property). If you move before the end of the term, you will be liable for rent for the balance of the term. Property owners cannot afford to keep properties in good condition and maintain reasonable rents for tenancies less than this minimum.
7. **Occupancy Standard.** Our occupancy standards are as follows:

One Bedroom — 2 persons
Two Bedrooms — 4 persons
Three Bedrooms — 6 persons
8. **Age.** a) No person under 18 years of age may solely lease or be approved as a tenant without a parent or legal guardian as an occupant on the lease; b) Any resident may be required to sign a lease after reaching 18 years of age; c) In Minneapolis, an emancipated minor may apply and sign a lease with a valid, current Court Order, as defined by ordinance to establish emancipated status.

9. **Minimum Income.** Income from all sources must be sufficient to pay applicant's rent, utility costs, and other predictable living expenses. Income coverage of three times the rent amount is required. In Minneapolis, an applicant that does not have income equal to three times the rent has the option of submitting, at the time of the application, a rent/payment ledger from the applicant's current landlord/lender for at least 12 months showing a business record, account ledger, of rent/housing payments, along with documentation to show the applicant's actual income for the preceding 12 month period, so as to establish a history of timely rent payment with income less than three times rent. The prior rent must be comparable to the rent for the unit that is the subject for the application. Each adult applicant is screened individually and must qualify for housing on the basis of income. For multiple adult applicants for a unit, we will consider the combined income of the household and co-applicants if there is a verifiable obligation of support between co-applicants (such as a married couple, verifiable domestic partnership, parent/child, guardian and ward, etc.) To be counted as income, amounts must be verifiable, reliable, and predictable. For employment income, applicants must provide proof of current employment. If employment has changed within the past six months, information of verifiable previous employment will be required. Salary or wages must be verified with employer or by copies of three months' of check stubs. If you are self-employed, retired, or have income from investments, royalty or other income, you must provide proof of income by furnishing copies of federal income tax returns and/or other verifiable documentation acceptable to us.
10. **Housing History.** You must provide the name and last known telephone numbers of each landlord/property manager/lender for each address you have had for the last three years. Roommate references are not acceptable. Failure to disclose an address of record in the last three years is cause for rejection of your application. Home ownership with references from a lender or contract for deed holder will be considered. A positive housing history is one of the most important things Management looks at in screening applicants. A refusal of a prior landlord or lender to give a reference, or a negative reference, may be grounds for rejection of an application.
11. **Eviction Filings.** Eviction case history will be checked. Eviction actions within the past three years for rent, or eviction actions in the past six years for other reasons, may be a basis for rejection of your application. In Minneapolis only, evictions within three years where there was a judgment or writ of recovery against the applicant, or within one year where the eviction was settled with no judgment or writ of recovery, may be a basis for denial of your application.
12. **Credit References.** Credit references will be checked. An adverse credit reference, a high amount of household debt, an open balance due to a prior housing provider, open collections, bankruptcy and judgments may be grounds for rejection of an application. In Minneapolis, a credit score alone and insufficient credit history is not a basis for denial.

In keeping with our policy of confidentiality and privacy, we do not discuss individual credit reports with an applicant. If you want to discuss or dispute anything in your residential screening or credit report, you will need to contact the credit bureau or tenant screening agency that provided the information and the report. If you are denied based on information provided by a tenant screening service or a credit bureau, you will be provided with the name and address of the credit or screening reporting agency.

13. **Public Records and Criminal History.** Our screening will include a review of public records and criminal history. We will not issue a denial based solely on an arrest record. We do consider open and pending charges and convictions and that reflect activity that could adversely affect the health, safety, or welfare of neighbors or agents of Management, adversely affect the reputation of the property, or our participation in crime free/drug free policies. Our review of pending charges and criminal convictions does take into consideration the age of the offense and the degree or severity of the offense. Management believes its review of public record and criminal history is nondiscriminatory and is intended to balance the needs and interests of the property owner, and other residents, along with Management's concern to have applicants that will have respect for rules of society, will comply with the lease, and do not have records that Management reasonably believes could pose risks for the property, other residents, or the reasonable expectations of other residents. In Minneapolis, Management's lookback period for criminal history, or consideration of the relevance of an applicant's history that may disclose multiple records of unlawful conduct, is more restrictive, than what is permitted under the Minneapolis Screening Ordinance definition of inclusive criteria. Accordingly, applicants for a Minneapolis rental that believe they may have an adverse public record or criminal history and want Management to consider supplemental evidence, may provide documentation on the Compliance Addendum available to applicants submitting an application at a Minneapolis property.
14. **Business Relationship.** The relationship between a landlord and tenant is a business relationship. A courteous and business-like attitude is required from both parties. We reserve the right to refuse rental to anyone who is verbally abusive, swears, is disrespectful, makes threats, has been drinking, is "high," is argumentative, or in general displays an attitude at the time of the apartment showing and application process that causes Management to believe we would not have a positive business relationship.
15. **Exceptions.** Exceptions may be considered for applicants who do not have a housing history because they are first time renters, or applicants who are on the borderline for acceptance because of household income and credit reasons. Exceptions are based solely on the discretion of Management and will depend on the overall strength of the balance of the applicant's application and/or the application of any co-tenant, may require the prospective tenant to pay an additional security deposit and/or advance payment of first and last month's rent.
16. **Individual Owners and Equal Opportunity.** Management manages properties for its own portfolio and for individual owners. Our criteria, and lease and rule requirements, may vary somewhat with individual owners and types of properties. Management is an equal opportunity housing provider. We do not discriminate on the basis of sex, race, color, creed, national origin,

ancestry, marital status, religion, familial status, disability, affectional preference, or status with respect to receipt of public assistance or any other protected class category or status that may be provided by local or state law. We do provide reasonable accommodation to persons with disabilities.

17. **Animals.** Certain properties in our portfolio do not allow animals. For properties that allow animals or pets, there may be restrictions on the type, size, and number of animals or pets that will be approved for the property. Applicants or residents with pets will be required to show proof of appropriate vaccinations, that the animal is house broken and spayed and neutered. In general, cats and dogs under one year of age are not permitted. A nonrefundable animal approval fee, as well as a monthly charge for animal rent, may be in effect at individual properties. Consult with management to determine the individual animal policy for any property.

I acknowledge that I have read and understand the criteria listed above:

Signature: _____ **Print Name:** _____

Signature: _____ **Print Name:** _____

Signature: _____ **Print Name:** _____

Date Signed: _____



Management believes the Screening Criteria comply with Minnesota law and the Minneapolis Ordinance. Management reserves the right to change its Tenant Screening and Rental Application Policy at any time without prior notice, as may be desirable for Management's own business purposes or might be advisable or recommended under applicable law.

MINNEAPOLIS COMPLIANCE DISCLOSURE AND ADDENDUM

Management manages residential rental properties in many communities. Our Tenant Selection and Screening Criteria have been developed after years of experience with the goal of allowing approved tenants to be successful in housing, minimizing bad debt risks for our owners, and approving residents that will comply with the terms of the lease, community policies and rules, and be good neighbors. Management's criteria are not the same as the screening criteria recommended by the city of Minneapolis. Because we do not follow Minneapolis criteria at our Minneapolis sites, we comply with the Minneapolis ordinance that requires us to conduct an individualized assessment on any basis where we may deny an application that departs from the Minneapolis Criteria. Under the ordinance we will consider all supplemental evidence submitted with a completed explanation to explain, justify, or negate, the relevance of potentially negative information revealed by a screening.

Any applicant that wants to submit supplemental evidence relevant to the applicant's predicted performance as a tenant, must do so below, or as an attachment to this form.

If your application is approved or approved with conditions, an individualized assessment will not be conducted. If your application is denied, an individualized assessment will be conducted that will consider:

1. The nature and severity of the incidents that would lead to a denial;
2. The number and type of the incidents;
3. The time that has elapsed since the date the incident occurred; and
4. The age of the individual at the time the incidents occurred.

Any notice of denial will comply with applicable state and federal laws regarding acceptance of a screening fee and use of a residential screening company or use of a credit report and, for denied applicants in Minneapolis that submitted supplemental evidence, include the following:

- A. The basis for denial; and
- B. The supplemental evidence, if any, that the landlord considered and an explanation of the reasons that the supplemental evidence did not adequately compensate for the factors that informed the landlord's decision to reject the application.

FOR MINNEAPOLIS APPLICANTS:

You have no obligation to submit supplemental evidence. But if you are concerned your application could be denied under Management's stated residential screening criteria, please feel free to do so. If you choose to submit supplemental evidence, please provide information in the spaces below. If you need or want to submit a document(s) as part of your completed rental application, please list the documents provided to be considered part of your completed application. All supplemental evidence to be submitted must be submitted, and received, as part of your completed application. No additional evidence or information will be considered or accepted after the application is submitted.

For Minneapolis applicants, I have read and reviewed the above compliance addendum.

Applicant

Date

If the lines above are left blank, applicant is choosing to not submit any supplemental evidence or information.