

SELLER(S) CUSTOMER AGREEMENT

This form approved by the North Dakota Association of REALTORS®, which disclaims any liability out of use or misuse of this form. Only REALTORS® licensed in North Dakota are authorized to use this form in compliance with NDAR's Statewide Forms Policy.

1 **DATE:** _____

2 This is an Agreement between:

3 **SELLER(s):** _____ and

4 **BROKER:** _____

5 Unless otherwise specified, the term "Broker," as used in this form, includes both Broker and Broker's Agent(s).

6 **LISTING TERMS:** This Agreement starts _____ and ends 11:59 p.m. on _____, for
7 Buyer(s) _____, to whom Broker would like to show and sell the Property.
8 If closing of an executed PURCHASE AGREEMENT is set to occur after the expiration date of this Agreement, the parties
9 agree that the terms of this Agreement shall be extended until the closing has been completed.

10 Seller(s) warrants they have the legal right to market and sell the Property. Seller(s) will sign necessary closing documents
11 to transfer ownership to Buyer(s) at closing.

12 Broker IS IS NOT representing prospective Buyer(s). With this Agreement, Seller(s) is not listing the Property with
13 Broker. Seller(s) can sell the Property to other buyers during the term of this Agreement. If Seller(s) desires to list the
14 Property with a broker, options can be obtained from the Agent(s).

15 **PROPERTY ADDRESS:**

16 Street Address: _____

17 City: _____ State: _____ Zip Code: _____ County: _____

18 **LEGAL DESCRIPTION:** _____

19 _____

20 _____

21 **NONREPRESENTATION:** A Seller(s), Buyer(s), Lessor(s), or Lessee(s), who is **not** represented by a Broker in a
22 transaction, is considered a *customer*. Brokers are not agents of a customer and owe the customer only limited legal duties.
23 **However, Brokers must deal honestly with any party to a real estate transaction, regardless of whether the**
24 **party is represented by that Broker.**

25 These limited legal duties are to perform the customary acts typically performed by a Broker in assisting the transaction
26 to the transaction's closing or conclusion with honesty and good faith and to disclose to the customer any adverse material
27 facts actually known by the Broker which pertain to the title of the real property, the physical condition of the real property,
28 and defects in the real property.

29 A Broker does not owe the agency duties of loyalty, obedience, disclosure, confidentiality, reasonable care, diligence, and
30 accounting to a customer. **Customers should be aware that any information shared with a Broker may be**
31 **disclosed.** If a Broker represents another party in the same real estate transaction, the Broker is required to place the
32 interest of the represented client first.

33 You, as a customer, will be responsible to make all decisions pertaining to price and terms of your offer.

34 **DISCLOSURES:** Seller(s) is required to complete the SELLER'S PROPERTY DISCLOSURE, RADON DISCLOSURE,
35 HOA/CONDO ASSOCIATION DISCLOSURE, and other disclosures in accordance with North Dakota Century Code 47-
36 10-02.1.

37 **SELLER'S DUTIES:**

- 38
- 39 • Cooperate with Broker in selling the Property.
 - 40 • Provide all disclosures; homeowners association documents; covenants, conditions, and restrictions; and other pertinent property information.
 - 41 • Provide Buyer(s) with updated abstract of title, owners title commitment at close or mobile home registration.
 - 42 • Remain responsible for security, maintenance, lawn care, snow removal, utilities, and insurance while the
43 Seller(s) owns the Property.

Seller(s) Initials _____

- 44 • Seller(s) will secure and conceal any valuable personal property and medications during showings.
- 45 • Provide and pay for any inspections and reports required by any governing authority.

46 Seller(s) understands that Broker intends to rely on the accuracy of the information Seller(s) furnishes, including
47 information about the condition of the Property. Seller(s) agrees to hold Broker harmless and defend Broker from any
48 costs, expenses, or damages, including attorney's fees incurred by Broker as a result of Seller's withholding information
49 from Broker or as a result of giving Broker any information which is incorrect.

50 **CONSENT FOR COMMUNICATION:** Seller(s) authorizes Broker and Broker's representatives to contact Seller(s) by
51 mail, phone, fax, email, or other means of communication during the term of this Agreement and any time thereafter.

52 **BROKER COMPENSATION:**

53 **BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.**

54 In consideration of the services to be performed by Broker, Seller(s) agrees to pay Broker as follows (Check all that apply):
55 **Seller(s) agrees to pay Buyer(s) Broker compensation of:**

- 56 1) _____ % of purchase price.
- 57 2) Flat fee of \$ _____.
- 58 3) Transaction fee of \$ _____.
- 59 4) Other terms: _____
60 _____

61 **Compensation is due upon the happening of the following events:**

- 62 a) at closing of the sale;
- 63 b) if Broker presents a Buyer(s) who is willing and able to buy or exchange the Property at a price and terms required
64 in the PURCHASE AGREEMENT, but Seller(s) refuses, or fails, to sell for any reason.
- 65 c) if within _____ calendar days after the end of this Agreement, Seller(s) sells or agrees to sell, or exchanges or
66 agrees to exchange, the Property to the above named Buyer(s).
- 67 d) Seller(s) understands that if Seller(s) enters into a listing agreement with another broker during the terms of this
68 Agreement and sells the Property to the above named Buyer(s), Seller(s) may be obligated to pay a commission to
69 BOTH BROKERS.

70 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** 26 U.S. Code § 1445 of the Internal Revenue
71 Code provides that a Buyer(s) of a United States real property interest must be notified in writing and must withhold tax
72 if the Seller(s) is a foreign person and no exceptions from FIRPTA withholding apply. Buyer(s) and Seller(s) agree to comply
73 with FIRPTA requirements under Section 1445 of the Internal Revenue Code. Seller(s) shall represent and warrant, under
74 the penalties of perjury, whether Seller(s) is a "foreign person" (as the same is defined within FIRPTA), prior to closing.
75 Any representations made by Seller(s) with respect to this issue shall survive the closing and delivery of the deed.

76 Buyer(s) and Seller(s) shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement
77 reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer
78 identification numbers or Social Security numbers.

79 Due to the complexity and potential risks of failing to comply with FIRPTA, including Buyer's responsibility for
80 withholding the applicable tax, Buyer(s) and Seller(s) should seek legal and tax advice regarding FIRPTA compliance, as
81 the respective Broker(s)/Agent(s) representing or assisting either party will be unable to assure either party whether the
82 transaction is exempt from FIRPTA withholding requirements.

83 **NOTICES:** As of this date, Seller(s) has has not received notice from any municipality, government agency, or
84 homeowner's association about the Property that Seller(s) has not told Broker about, and Seller(s) agrees to promptly tell
85 Broker of any notice of that type should Seller(s) receive.

86 **NONDISCRIMINATION:** All parties agree not to discriminate against or refuse to sell to, or discriminate in the terms,
87 conditions, or privileges of sale against, or indicate or publicize that sale is unwelcome, objectionable, not acceptable, or
88 not solicited from, any person due to that person's race, color, religion, sex, national origin, age, physical or mental
89 disability, family status, status with respect to marriage, or status with respect to public assistance. All parties understand
90 further applicable laws, rules, or ordinances may include other protected classes of persons.

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

Seller(s) Initials _____

93 **CLOSING SERVICES:** After the PURCHASE AGREEMENT for the Property is signed, arrangements must be made to
 94 close the transaction. Seller(s) understands that no one can require Seller(s) to use a particular person to conduct the
 95 closing and that Seller(s) may arrange for another qualified person, including Seller's attorney, to conduct the closing.
 96 Seller(s) has indicated Seller's choice for closing services (select one):

- 97 Seller(s) requests Broker arrange for closing services. Broker will give Seller(s) written disclosure of any controlled
 98 business arrangement Broker has with the closing services Broker selects.
 99 Seller(s) will arrange for a qualified closing agent or Seller's attorney to conduct the closing.

100 **FINCEN REPORTING NOTICE:** Seller(s) understands that if Seller(s) is selling the Property and accepts an offer to
 101 purchase from an entity or trust Buyer(s), both Buyer(s) and Seller(s) may be subject to federal reporting requirements
 102 issued by the Financial Crimes Enforcement Network (FinCEN). Reporting will include providing identifying and
 103 ownership information to a designated closing agent or settlement company. This reporting requirement may affect
 104 whether Seller(s) is willing to accept the terms of an offer to purchase. Broker(s) and Agent(s) do not provide legal or tax
 105 advice regarding FinCEN reporting. Seller(s) is encouraged to review the FINCEN REPORTING ADDENDUM, if
 106 applicable, and consult with legal and tax professionals regarding any reporting obligations.

107 **OTHER PROFESSIONAL SERVICES:** Seller(s) acknowledges that Broker is retained solely as a real estate agent and
 108 **not** as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector or other professional
 109 service advisor. Seller(s) has been advised to seek professional advice concerning the condition of the property, legal, and
 110 tax matters.

111 **CANCELLATION:** This Seller(s) Customer Agreement can be cancelled only with mutual written consent of the parties.

112 **ADDITIONAL PROVISIONS:** _____
 113 _____
 114 _____

115 **MULTIPLE LISTING SERVICE:** Broker is a member of a Multiple Listing Service (MLS). If Broker sells the Property,
 116 Broker may give information to the MLS concerning the Property sales price and terms of sale after closing.

117 **ENTIRE AGREEMENT:** This Seller(s) Customer Agreement constitutes the entire Agreement between the parties
 118 relating to the subject hereof, and any prior agreements, whether oral or written, are merged, and integrated into this
 119 Agreement. Any modification to this Agreement must be in writing and signed by all parties.

120 I/We hereby certify that I/we have received a copy of this Agreement and agree to its terms.

121 **ACCEPTANCE:**

122 To be binding, this Agreement must be fully executed by all parties:

123 Seller Signature _____	Seller Signature _____
124 _____ Date _____	_____ Date _____
125 Seller Phone _____	Seller Phone _____
126 _____	_____
127 Seller Email _____	Seller Email _____
128 _____	_____
129 Seller Address _____	Seller Address _____
130 _____	_____

131 _____
 132 Brokerage Name

 Agent Printed Name

133 _____
 134 Brokerage Phone

 Agent Signature _____ Date