

By: Dave Heinrich, GMR Resource Broker

This is how you can write a Purchase Agreement as the Listing Agent when you find a Buyer who is NOT represented.

To complete this type of transaction you have a choice of Dual Agency (not recommended by our Broker Mary Peterson) or you can treat the Buyer as a customer (this is recommended by Mary Peterson).

When I have a Buyer who is not being represented and would like to make an offer on a property I have listed, I use the following paragraph in order to make my representation clear to all parties involved. This paragraph should be written into the Purchase Agreement on the top of page 7 where it states "OTHER" on lines 256 - 258.

SIMPLY INSERT YOUR NAME FOR MY NAME IN THE FOLLOWING PARAGRAPH.

David Heinrich, an agent of the Seller, is representing the Seller only. David Heinrich is not representing the Buyer. David Heinrich is assisting the Buyer in preparing an offer to be presented to the Seller. David Heinrich, the agent of the Seller, is only assisting the buyer in the interest of the Seller.

I know this is very redundant, however, the lawyer I spoke with suggested using this redundant language to make it very plain and simple to all parties. By using this language you minimize the possibility of a misunderstanding. You do not want to be accused of representing the Buyer by either party. You are only representing the Seller.

You must have the Buyer sign the GMR Buyer Disclosure and the Agency Relationship Disclosure.

Again, you are not representing the Buyer in any of the relationships mentioned on the disclosure. You will want to point that out to them and that you are simply following the MN State law for their benefit. Let the Buyer know that you are simply helping them write an offer for the best interest of your Seller whom you represent. The **buyer will not be charged the \$299** Extended File Management since all the paperwork will be included in the Seller file. Simply cross out the paragraph on the buyer disclosure and both of you initial.

Using this phrase is meant to keep you and GMR out of potential legal trouble. By using this language, you give a lawyer a better opportunity to defend you in court if that situation ever presented should ever present its self. I strongly recommend that you use this paragraph when necessary.

JUST A REMINDER:

Please keep a mindset that when you write real estate contracts or send emails to clients, customers or other agents, that one day all those documents may end up on a Judges desk in a disagreement or misunderstanding. By having this mind set to begin with you protect yourself and GMR from many potential liabilities.

If you ever have a question about something you are unsure of please take the time to call and ask. It is usually easier to deal with legal issues the right way the first time rather than trying to clean up a mess after it has been made.