Close ~ Converse

COMMERCIAL & PREFERRED PROPERTIES

— PRESENTS —

SPACE FOR LEASE

707 LAUREL STREET, BRAINERD, 56401

COMMERCIAL REAL ESTATE | BUSINESS BROKERAGE | LAND & BUILDING DEVELOPMENT
INVESTMENT & INCOME PROPERTIES | TAX DEFERRAL STRATEGIES

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{ Features }

Downtown Brainerd Commercial

Prime commercial space located in the heart of Downtown Brainerd. Recently renovated space is available for lease within the historic Koop Building. Space contains original ornate tin ceilings, service counters, a large open area plus lower level storage. Excellent opportunity for an entrepreneur to open their business at an affordable rate. This location has great visibility, easy access and high traffic counts - both vehicle and pedestrian! ***New windows along Laurel Street - Spring 2019****

Location:	707 Laurel Street, Brainerd, MN 56401
Directions:	From the Historic Water Tower in Downtown Brainerd (at the intersection of S 6th St and Washington St) - South on S 6th St - East on Laurel St 1 Block - Space is the east half of the Koop Building located at the NE corner of Laurel St and S 7th St
Lot Size:	7,000 sq. ft. (50' x 140')
Building Size:	21,000 sq. ft. Total
Main Level:	7,000 sq. ft.
Lower Level:	7,000 sq. ft.
Upper Level:	7,000 sq. ft. (9 Apartments)
Available Space:	2,950 sq. ft. (East Side of Main Level) plus 1,133 sq. ft. (Lower Level Storage)
Note:	Space can be divided
LEASE RATE REDUCED:	~~$2,500/Month~~ $1,500/Month plus Utilities
Water & Sewer:	City
Heating:	Natural Gas Forced Air

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{ Features }

Cooling:	Central Air - Rooftop Unit
Electric:	100 Amp Panel, Single Phase
Lighting:	Fluorescent & Incandescent
Year Built:	1923
Remodeled:	2018 ***(**New windows along Laurel Street - Spring 2019**)***
Construction:	Stone & Concrete
Foundation:	Stone & Concrete
Exterior:	Wood Paneling & Brick
Roof:	Flat
Ceiling Height:	Main Level: 15' Lower Level: 8.5' - 9'
Bathrooms:	1 Men's Room & 1 Women's Room
Floor Drains:	Yes
High Speed Internet:	Yes
Parking:	On-Street Parking on Laurel Street and S 7th Street
Frontage:	Laurel Street
Sidewalks:	Yes
Curb/Gutter:	Yes
Zoning:	B3 - Central Business District
PID#:	091960410237889
Neighboring Businesses:	Businesses nearby include EL Menk, The Gallery, Bridge of Harmony, Pawn Shop, Bargains on 7th, The Legion, Bremer Bank, Sage on Laurel, Hockey House, Arlene's, Purple Fern, The Pit Stop, The Ivy Room, Cornerstone Liquor, Senor Patron, Coco Moon, Northwinds Grille, plus numerous others.

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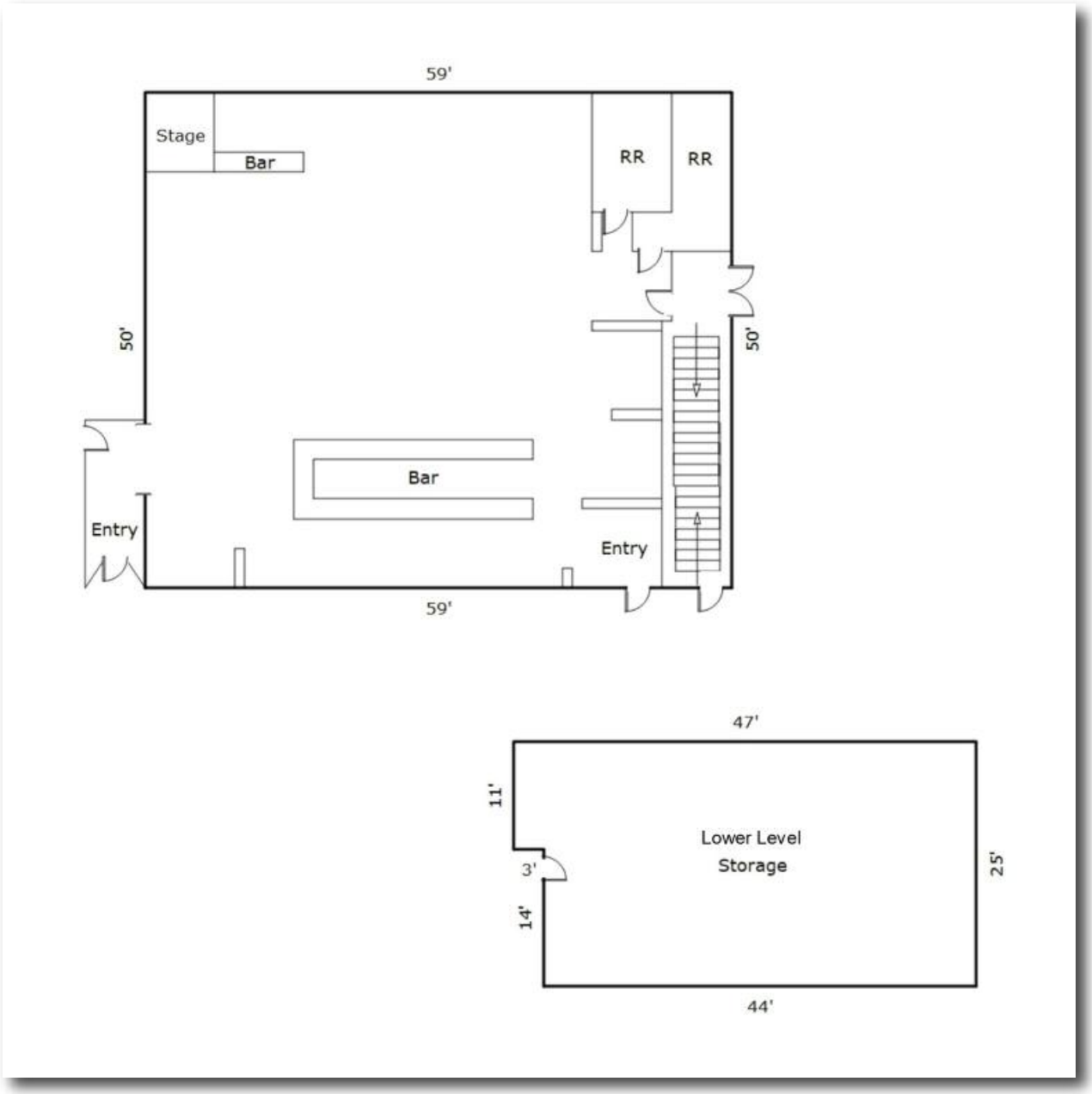
{ Floor Plan }



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{ Photos }

Laurel Street Entrance

Open Area

Open Area

Front Service Counter

Back Service Counter

Original Tin Ceiling

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{ Rendering }

Current Store Front

Potential Rendering Layout of New Windows - Coming Spring 2019

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{ Aerial Photo }

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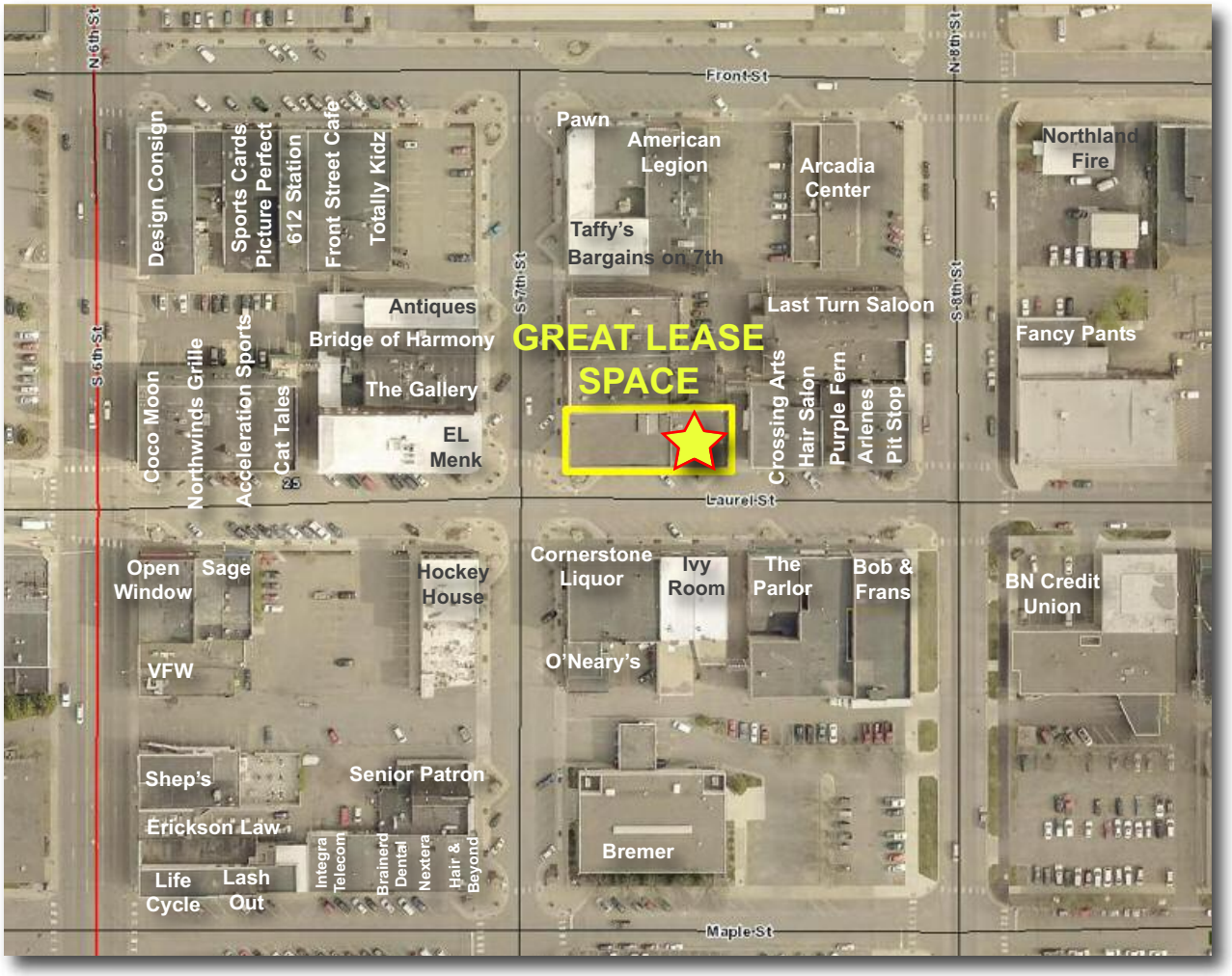
{ Aerial Photo }



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{ Section Map }

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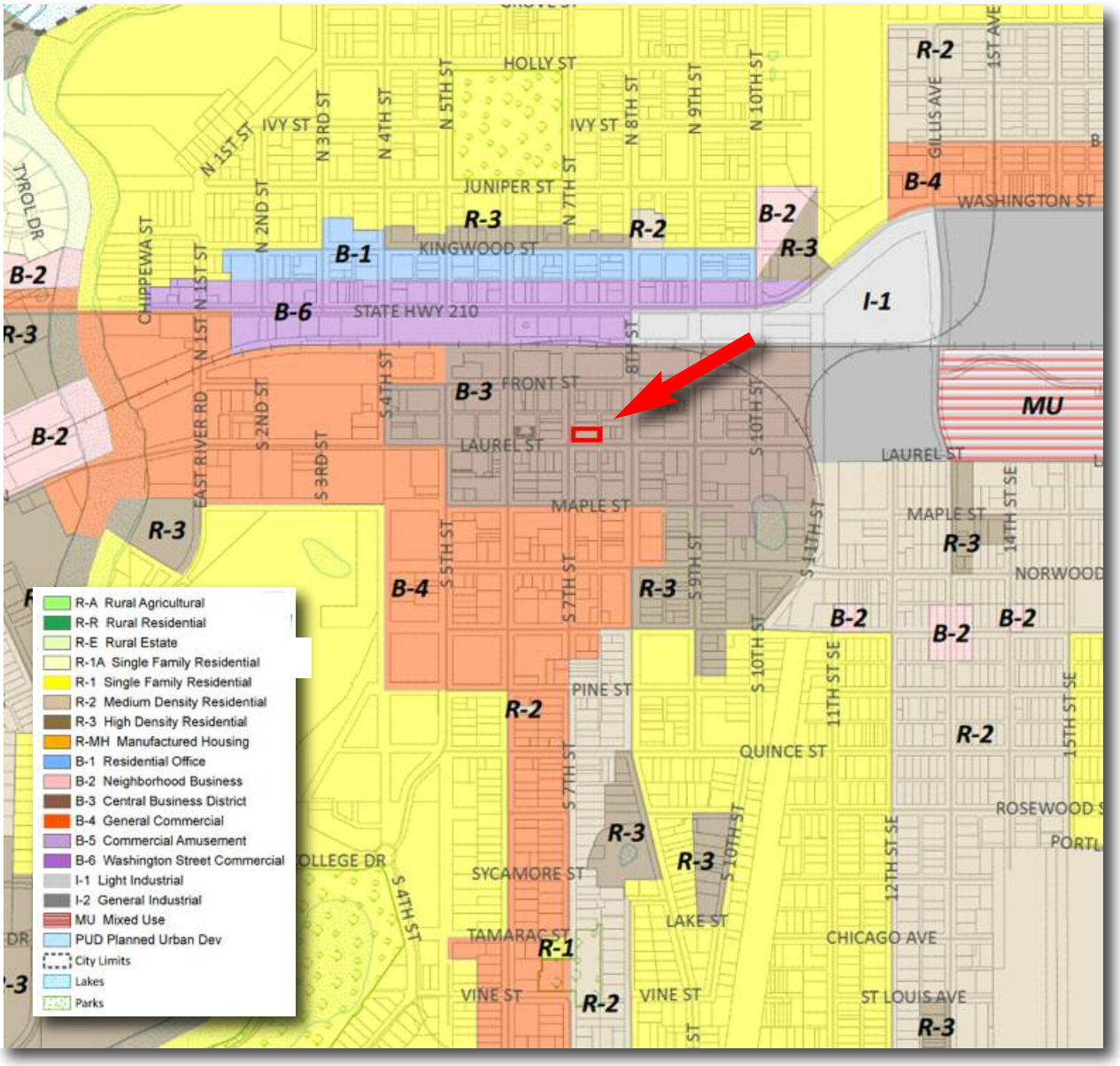
{ Zoning Map }

B3 - Central Business District



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{ Zoning Description }

B-3 CENTRAL BUSINESS DISTRICT

515-62-1: Purpose and Intent. The purpose of this district is to encourage the continuation of a viable, traditional downtown area by allowing retail, service, office and entertainment facilities and public and semi-public uses as well as the allowance of second-story dwelling units located above such uses.

515-62-2: Permitted Uses.
A. Government and public buildings, utilities and/or structures.
B. Financial institutions such as banks and credit unions.
C. Hospitality businesses limited to hotels, motels, conference/convention/reception facilities. Extended stay hotels and motels provided that:
a. The City of Brainerd will be notified prior to becoming an extended stay facility.
b. Stays are limited to 90 consecutive days.
c. All guest rooms which have facilities for both storage and food preparation less than 300 square feet of floor area are limited to a maximum of two (2) persons per room; however, for all such guest rooms greater than 300 square feet, one additional person shall be allowed per each 75 square feet of floor area up to a maximum of four (4) persons.
d. Kitchen facilities including a stove and oven are provided.
e. Each hotel and motel shall maintain daily written records reflecting the renting, letting, or other provisions of any of its rooms including check in and check out dates of each person over 18 years of age that rents, lets or is otherwise provided a room or occupies a room on an overnight basis. Such records shall be made available to the City of Brainerd upon request
D. Liquor sales, on and off sale.
E. Office business – clinic such as general medical clinics, medical labs, mental health providers, chiropractors, dentists, orthodontia, oral surgeons, opticians, physical therapy and other out-patient treatment.
F. Office business – general such as professional administrative or clerical service operations such as attorneys, financial advisors, insurance, travel and real estate.
G. Personal services limited to barber shops, beauty salons, nail salons, tanning salons, therapeutic massage, spas, tattooing, tailoring/alterations, and schools/training centers for such uses.
H. Recreational businesses - indoor.
I. Restaurants – sit down, take out or delivery.
J. Retail businesses contained within a principal building.
K. Decorating and photography studios.
L. Business, vocational, colleges, and universities located above first floor.
M. Business when conducted entirely within a building.
N. Theaters – except drive-in.
O. Cultural facilities such as museums, art centers or art institutes.
P. Repair services limited to jewelry and radio and television/small appliance repair shops, household items, electronics, shoe repair, upholstery or locksmith.
Q. On-site service businesses limited to tailoring, dry cleaners, self-service laundry and copy centers.
R. Music, art, decorating, photography and dance studios.
S. Health clubs.
T. Essential services as regulated by Section 36 of this Ordinance.
U. Self-service Laundromat with dry cleaning pick up and drop off.

515-62-3: Accessory Uses.
A. Uses incidental to the principal uses such as off-street parking as regulated by Section 17 of this Ordinance.
B. Loading and unloading areas subject to the provisions of Section 23 of this Ordinance.
C. Signs as regulated by Section 37 of this Ordinance.
D. Fences as regulated by Section 19 of this Ordinance.
E. Radio and television receiving antennas, satellite dishes, TV Receive Only (TVRO) three (3) meters or less in diameter, short-wave radio dispatching antennas, or those necessary for the operation of electronic equipment including radio receivers, ham radio transmitters and television receivers as regulated by Section 35 of this Ordinance.

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{ Zoning Description }

515-62-4: Uses by Administrative Permit.
A. Temporary/seasonal outdoor promotional events and sales provided that:
1. Such activity is targeted toward the general public and includes grand openings, warehouse sales, sidewalk sales, inventory reduction and liquidation sales, and seasonal merchandise sales.
2. The maximum term of the event shall not exceed fourteen (14) consecutive days, with a maximum of four (4) permits per calendar year for each use. Consecutive permits may be issued.
3. Parking and display areas associated with the use shall not distract or interfere with existing business operations or traffic circulation patterns.
4 The site shall be kept in a neat and orderly manner and display of items shall be as compact as possible so as to not interfere with existing business, parking or driveway operations.
5. Sales products, trailers, temporary stands, etc. shall be located on an asphalt or concrete surface as approved in the Administrative Permit.
6. Temporary outdoor seasonal sales uses (with a valid Administrative Permit) may have one (1) on-site temporary sign not to exceed twenty-four (24) square feet in area and not more than six (6) feet in height.
7. A daily clean up program shall be presented as part of the Administrative Permit application.
B. Personal wireless service antennas as regulated by Section 35 of this Ordinance.

515-62-5: Interim Uses.
A. None.

515-62-6: Conditional Uses.
A. Residential and non-residential uses within one (1) building provided that:
1. Residential and non-residential uses shall not be contained on the same floor and no residential use shall be located on the first floor.
2. Residential and non-residential uses shall have separate entrances and exits.
B. Non-enclosed areas for dining and/or serving alcohol when accessory to a restaurant and/or bar provided that:
1. The applicant submits a site plan in accord with Section 5 of this ordinance that includes information demonstrating the location and type of all tables, refuse receptacles, and wait stations.
2. Access shall be provided only via the principal building.
3. The size of the area is restricted to thirty (30) percent of the total customer floor area within the principal structure.
4. The area is screened from view from adjacent residential uses in accordance with Section 20 of this Ordinance.
5. All lighting shall be hooded and directed away from adjacent residential uses in accordance with Section 18 of this Ordinance.
6. The applicant demonstrates that pedestrian circulation is not disrupted as a result of the area by providing the following:
a. Minimum clear passage zone for pedestrians at the perimeter of the restaurant shall be at least five (5) feet without interference from parked motor vehicles, bollards, trees, tree gates, curbs, stairways, trash receptacles, street lights, parking meters, or the like.
b. Overstory canopy of trees, umbrellas or other structures extending into the pedestrian clear passage zone or pedestrian aisle shall have a minimum clearance of seven (7) feet above sidewalk.
7. The area is surfaced with concrete, bituminous, decorative pavers or may consist of a deck with wood or other flooring material that provides a clean, attractive, and functional surface.
8. Storage of furniture shall not be permitted outdoors between November 1 and March 31. Outdoor furniture that is immovable or permanently fixed or attached to the sidewalk shall not be subject to the storage prohibition of this section. However, any immovable or permanently fixed or attached furniture shall be approved as part of the conditional use permit application.
9. Additional off-street parking may be required pursuant to the requirements set forth in Section 22 of this Ordinance based on the additional seating area provided by the area.
10. Closed lid refuse containers are to be provided.
11. So as to deter the free passage of any person or substance beyond the barriers of the non-enclosed areas, a barrier at a minimum of thirty-six (36) inches made of wood, vinyl, wrought iron, brick or natural stone, planters or other approved material shall be provided. Barrier Openings shall be spaced such that visibility is allowed but the passage of an alcoholic beverage through an opening to a person that is not within the nonenclosed area is prohibited.
12. The primary access and egress will be from the main premises or structure and no other access or egress will be allowed other than those required as emergency exits. The outdoor sale area will be defined or structurally constructed so as to prohibit the free passage of any person or substance beyond said area.
13. Smoking in the area, if allowed by the business owner, is permitted provided the area is in compliance with the Minnesota Freedom to Breathe Act of 2007.

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{ Zoning Description }

14. The Building Official shall review the suitability of the area in light of the applicable fire, building, and life safety codes and the adequacy of the proposal to provide for the safety of persons on the premises.
15. There shall be no amplified live music allowed in the area except in the case of special event, which requires a permit from the City. Music shall be kept to a level that is not intrusive to surrounding property.
16. All licenses required for serving alcohol specified in city code Chapter XIII shall be obtained.
C. Planned Unit Developments (PUDs) without first floor residential, as regulated by Section 11 of this Ordinance.
D. Private clubs and lodges provided that:
1. Off-street parking and access is provided in compliance with Section 22 of this Ordinance.
2. Off-street loading and service entrances are provided as regulated by Section 23 of this Ordinance.
E. Places of worship above the first floor.
F. Commercial day care facilities are regulated by Section 29 of this Ordinance.
G. Parking structures provided that the first floor contains a business use.
H. Brew Pub Off-Sale. A brewer with an off-sale malt liquor license subject to the provisions of Minnesota Statutes 340A and the following:
1. No outdoor storage.
2. No odors from the brewery facility shall be perceptible beyond the property line. If such odors occur, the brewery facility operator shall take appropriate measures to reduce or mitigate any odors generated from the operation and be in compliance with any applicable Minnesota Pollution Control standards.
I. Brew Pub On-Sale. A brewer with an on-sale malt liquor license subject to the provisions of Minnesota Statutes 340A and the following:
1. No outdoor storage.
2. Comply with the requirements of 515-62-6B for outdoor serving.
3. No odors from the brewery shall be perceptible beyond the property line. If such odors occur, the brewery shall take appropriate measures to reduce or mitigate any odors generated from the operation and be in compliance with any applicable Minnesota Pollution Control standards.
4. On-site sale of wine or spirits is permitted in accord with Minnesota Statutes and Brainerd City Code XII.
J. Brewery with Taproom On-Sale. A brewer with an on-sale brewery taproom license for the "On-Sale" of malt liquor produced on the licensed premises subject to the provisions of Minnesota Statues 340A and the following:
1. No outdoor storage.
2. Comply with the requirements of Brainerd City Code 515-62-6B for outdoor serving, if applicable.
3. No odors from the brewery shall be perceptible beyond the property line. When such odors occur, the brewery shall take appropriate measures to reduce or mitigate any odors generated from the operation and be in compliance with any applicable Minnesota Pollution Control standards.
K. Brewery with Taproom Off-Sale. A brewer with an off-sale brewery taproom license for the "off-sale" of malt liquor produced on the licensed premises subject to the provisions of Minnesota Statutes 340A and the following:
1. No outdoor storage.
2. A taproom for malt liquor "off-sale" produced on-site shall require an "on-sale" taproom room license form the City of Brainerd, according to the City Code Section XII.
3. Comply with the requirements of Brainerd City Code 515-62-6B for outdoor serving, if applicable.
4. No odors from the brewery shall be perceptible beyond the property line. When such odors occur, the brewery shall take appropriate measures to reduce or mitigate any odors generated from the operation and be in compliance with any applicable Minnesota Pollution Control standards.

515-62-7: Lot Area and Setback Requirements. Minimum lot area, width, setback, and height requirements are not applicable. A thirty (30) foot setback shall be required for buildings located adjacent to residentially zoned property.

515-62-8: Building Height: Not more forty-five (45) feet unless otherwise granted under a Conditional Use Permit.

515-62-9: Exterior Building Standards. As regulated in Section 17 of this Ordinance.

515-62-10: Residential Restriction: First floor/street level residential uses are prohibited

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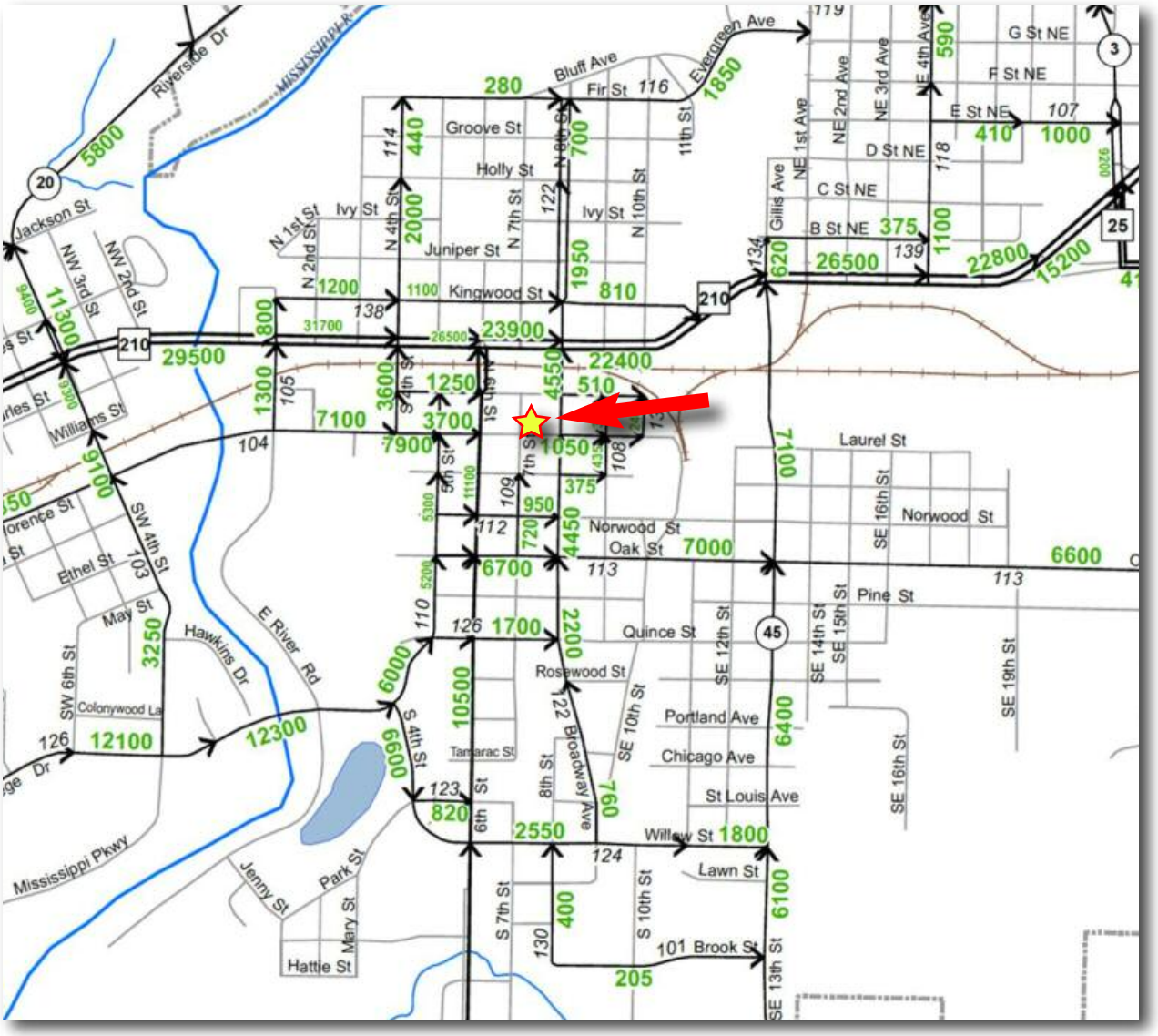
{ Traffic Counts } 2015 Counts from MNDOT

Brainerd Traffic Counts: 11,100 on S 6th Street and 1,050 on Laurel Street



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{ Location Map }

North

South

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{ Demographics } Figures from STDB, CCIM

Trade Area 2016 Population (Includes the following counties):		
	Crow Wing County	65,395
	Cass County	29,482
	Total Trade Area Population	94,877
2016 Population:	Brainerd	30,596
	Baxter	8,114
Estimated Summer Population:	Brainerd/Baxter	200,000+
Projected Population Growth Change 2016-2021:		
	Crow Wing County	0.60%
	Brainerd	0.40%
Households in 2016:	Crow Wing County	27,185
	Brainerd	12,516
2016 Median Household Income:	Crow Wing County	$50,396
	Brainerd	$47,444
Crow Wing County Retail Sales in 2012:		$1,124,967,000

2016 Crow Wing County Major Employers:

	Industry	*# of Employees*
Essentia Health - Central Region	Healthcare	1,460
Cuyuna Regional Medical Center	Healthcare	947
Brainerd School District	Education	893
Grand View Lodge	Tourism	720
Madden's Resort	Tourism	550
Ascensus	Technology	500
Breezy Point Resort	Tourism	500
Clow Stamping	Manufacturing	440
Crow Wing County	Government	415
Cragun's Resort	Tourism	380
Central Lakes College	Education	325
Walmart	Retail	320
Cub Foods/Super Valu (3 Stores)	Retail	320
Ruttgers Bay Lake Resort	Tourism	300
Anderson Brothers Construction	Construction	260
Pequot Lakes School District	Education	240
Crosby Ironton School District	Education	240
Mills Automotive	Retail	220
Bang Printing	Manufacturing	218
City of Brainerd	Government	208
Bethany Good Samaritan	Healthcare	175
Costco	Retail	175
Woodland Good Samaritan	Healthcare	175
Landys+Gyr Inc.	Energy	140
Nortech Systems	Manufacturing	97

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{ Demographics }

Area Businesses: (To see a list of additional businesses, please go to www.explorebrainerdlakes.com)

Financial Institutions: 16+
(multiple locations not counted)

Churches: 30+

Schools: 15+

Golf Courses: 27+

Resorts:
Bay Colony Inn
Breezy Point Resort
Craguns
Fritz's Resort
Grand View Lodge
Gull Lake Resort
Izaty's
Kavanaugh's
Lost Lake Lodge
Maddens
Quarterdeck
Ruttger's Bay Lake Lodge
Sullivans
Plus numerous others

Major Retailers:
Aldi
Anytime Fitness
Auto Zone
Best Buy
Big Lots
Book World
Brother's Motorsports
Cashwise Liquor (2)
Christmas Point
Costco
Cub Foods (2)
Dick's Sporting Goods
Discount Tire
Dunham's Sports
East Brainerd Mall
(17 Retailers)
Fleet Farm
Home Depot
Jiffy Lube
Kohl's
Menards
Office Max

Major Retailers Continued:
PetSmart
Sears Hometown
Super One
Super Wal-Mart
Target
The Power Lodge
TJ Maxx
Ulta Beauty
Walgreens
Westgate Mall
(27 Retailers)
Westside Liquor

Restaurants/Fast Food:
218 Local
371 Diner
612 Station
Antler's
Applebee's
Arby's
Bar Harbor
Baxter's
Billy's
Black Bear Lodge & Saloon
Boomer Pizza
Boulder Tap House
Breezy Point Marina
Brick House Pizza
Buffalo Wild Wings
Burritos California
Caribou Coffee (3)
Cherry Berry
China Buffet
China Garden
Cold Stone Creamery
Country Kitchen
Cowboy's
Cragun's Legacy Grill
Cru
Culver's
Dairy Queen (3)
Diamond House
Domino's Pizza
Einstein Bagel
El Tequila
Ernie's
Four Seas

Restaurants/Fast Food Continued
Giovanni's Pizza
Grizzly's Grill & Saloon
Half Moon Saloon
Hardee's
Hunt 'N Shack
Jack's House
Jake's
Jimmy John's
KFC
Lucky's
Madden's Classic Grill
Manhattan Beach
Maucieri's
McDonalds (3)
Moonlite Bay
Northern Cowboy's
Northwinds Grille
Olive Garden
Papa Murphy's Pizza
Perkins
Pestello's
Pine Peaks
Pizza Hut
Pizza Ranch
Poncho & Lefty's
Prairie Bay
Quarterdeck
Rafferty's Pizza (3)
Riverside Inn
Ruttger's
Sakura
Sawmill Inn
Senior Patron
Sherwood Forest
Starbucks (2)
Subway (3)
Taco Bell
Taco John's
The Barn
The Chap
The Commander
The Pines at Grandview
Tim Horton's
Timberjack
Wendy's (2)
Ye Ole Wharf
Zorbaz (2)

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{ Thank You }

Thank you for considering this Close - Converse opportunity

Close - Converse is pleased to present this real estate opportunity for your review. It is our intention to provide you with the breadth of information and data that will allow you to make an informed decision.

We are here to help

Please review this package and contact us with any questions you may have. We are prepared to discuss how this property meets your needs and desires. Facts, figures and background information will aid in your decision. Should you need specialized counsel in the areas of taxation, law, finance, or other areas of professional expertise, we will be happy to work with your advisor or, we can recommend competent professionals.

How to acquire this opportunity

When you have made a decision to move forward, we can help structure a proposal that covers all the complexities of a commercial real estate transaction. As seller's representatives, we know the seller's specific needs and can tailor a proposal that expresses your desires, provides appropriate contingencies for due diligence and results in a win-win transaction for all parties.

Agency and you

Generally, we are retained by sellers or landlords to represent them in the packaging and marketing of their commercial, investment or development real estate. You are encouraged to review the Minnesota disclosure form "Agency Relationships in Real Estate Transactions" which is enclosed at the end of this package. If you have questions about agency and how it relates to your search for the right property, please ask us. We will answer all your questions and review the alternatives.

Should you wish to pursue this opportunity, please acknowledge your review of "Agency Relationships" by signing, dating and returning it to us.

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{ Agency Disclosure }

AGENCY RELATIONSHIPS IN REAL ESTATE TRANSACTIONS

1. Page 1

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

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

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

_____ (Date) _____ (Date)
(Signature) (Signature)

I. **Seller's Broker:** A broker who lists a property, or a salesperson who is licensed to the listing broker, represents the Seller and acts on behalf of the Seller. A Seller's broker owes to the Seller the fiduciary duties described on page two (2).[2] The broker must also disclose to the Buyer material facts as defined in MN Statute 82.54, Subd. 3, of which the broker is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property. If a broker or salesperson working with a Buyer as a customer is representing the Seller, he or she must act in the Seller's best interest and must tell the Seller any information disclosed to him or her, except confidential information acquired in a facilitator relationship (see paragraph V on page two (2)). In that case, the Buyer will not be represented and will not receive advice and counsel from the broker or salesperson.

II. **Subagent:** A broker or salesperson who is working with a Buyer but represents the Seller. In this case, the Buyer is the broker's customer and is not represented by that broker. If a broker or salesperson working with a Buyer as a customer is representing the Seller, he or she must act in the Seller's best interest and must tell the Seller any information that is disclosed to him or her. In that case, the Buyer will not be represented and will not receive advice and counsel from the broker or salesperson.

III. **Buyer's Broker:** A Buyer may enter into an agreement for the broker or salesperson to represent and act on behalf of the Buyer. The broker may represent the Buyer only, and not the Seller, even if he or she is being paid in whole or in part by the Seller. A Buyer's broker owes to the Buyer the fiduciary duties described on page two (2).[2] The broker must disclose to the Buyer material facts as defined in MN Statute 82.54, Subd. 3, of which the broker is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property. If a broker or salesperson working with a Seller as a customer is representing the Buyer, he or she must act in the Buyer's best interest and must tell the Buyer any information disclosed to him or her, except confidential information acquired in a facilitator relationship (see paragraph V on page two (2)). In that case, the Seller will not be represented and will not receive advice and counsel from the broker or salesperson.

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

Within the limitations described above, dual agents owe to both Seller and Buyer the fiduciary duties described on page two (2).[2] Dual agents must disclose to Buyers material facts as defined in MN Statute 82.54, Subd. 3, of which the broker is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property.

_____ (Initial) _____ (Initial) *I have had the opportunity to review the "Notice Regarding Predatory Offender Information" on page two (2).*

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

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

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

[3] If Seller(s) decide(s) not to agree to a dual agency relationship, Seller(s) may give up the opportunity to sell the property to Buyers represented by the broker/salesperson. If Buyer(s) decide(s) not to agree to a dual agency relationship, Buyer(s) may give up the opportunity to purchase properties listed by the broker.

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

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{ Contact }

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