



# 2025 FORMS CHANGES



**All Forms Changes  
effective August 1, 2025**

In 2025, the Minnesota Realtors® ("MNR") Forms Committee convened for three meetings focused on refining MNR's forms. The primary objective of these meetings was to evaluate and improve the forms following the significant substantive revisions that took place in 2024 in response to the NAR settlement.

In addition to those updates, the Forms Committee also undertook a comprehensive review of the forms to identify and incorporate gender-neutral language. This important work was informed and supported by the efforts of the Diversity, Equity, and Inclusion Committee, whose contributions helped ensure that the forms reflect a commitment to inclusive and respectful language throughout.

A special thank you to Chair, Leslie Prischmann Flugstad, and to all members who volunteered their valuable time for the Committee and Subcommittees. Your volunteer service is invaluable to the Minnesota Realtor® community. We also want to thank all members who submitted suggested changes for the Committee's consideration. As always, suggested forms changes can be submitted [here](#).

On the next page, you'll find a list of all forms changes, including the line number where the change has occurred. We encourage you to follow along with these changes by reviewing the **2025 Residential & Commercial SAMPLE packets found here**. Highlighted line changes will correspond to those listed below.



## RESIDENTIAL FORMS CHANGES

### Addendum to Purchase Agreement: Contract for Deed Financing

- Lines 24-25: updated the website address for the Minnesota Department of Commerce
- Line 135: added MN Statute 559A.01 to include Subd. 5(b)(1)-(13)

#### Explanation:

*The legislature updated Chapter 559 of the Minnesota Statutes, which governs contracts for deed. We updated our forms to reflect these legislative updates.*

### Addendum to Purchase Agreement: Counteroffer

- Line 20: shifted the "Other" category down to Line 22 and in its place add the following, "Seller contribution to Buyer's Broker's Compensation shall be \$\_\_\_\_\_ or \_\_\_\_\_ percent (%) of the sale price."

#### Explanation:

*A new section was added in the Counteroffer Addendum to make it easier for parties to negotiate a seller's contribution to buyer broker compensation, if any.*

### Addendum to Purchase Agreement: Sale of Buyer's Property Contingency

- Lines 15-16: changed business days to calendar days.

#### Explanation:

*Business days were changed to calendar days for consistency purposes.*

### Buyer Representation Contract: Exclusive

- Line 23: added "BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE."
- Line 39: removed "Shall Not".
- Lines 61-62: Moved the Additional Costs section to line 62 and moved the Closing Services section below it.
- Lines 82-83: removed "himself/herself" and added "themselves".

### Buyer Representation Contract: Nonexclusive

- Line 44: removed "Shall Not" on Line 44.
- Line 26: added "BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE."
- Line 65-66: Moved the Additional Costs section to lines 65 and moved the Closing Services section below it.
- Lines 86-87: removed "himself/herself" and added "themselves."

### Cooperating Broker Compensation Agreement

- Line 16: added: "Seller's Broker discloses the existence of a variable commission rate."

#### Explanation:

*Under Article 3, Standard of Practice 3-4, of the National Association of REALTORS® Code of Ethics, "listing brokers have an affirmative obligation to disclose the existence of dual or variable rate commission arrangements..." Accordingly, a new section for disclosure of variable rate commissions was added to the Cooperating Broker Compensation Agreement.*



## RESIDENTIAL FORMS CHANGES (continued)

### Disclosure Statement: Arbitration Disclosure and Residential Real Property Arbitration Agreement

- Lines 39-40: removed “he/she gives” so that the line reads “A party may be represented by a lawyer at the hearing, at the party’s own expense, if five (5) days’ advance notice is given to the other party and to NCDS.”

### Disclosure Statement: Compensation Disclosure to Buyer / Tenant

- Lines 7-9: separated lines 7-9 into two categories; one “from Listing Broker” and one “From Seller”.

#### Explanation:

*A new section was added to the Disclosure Statement: Compensation Disclosure to Buyer/Tenant that allows a buyer’s broker to disclose whether the buyer’s broker is receiving compensation from a listing broker and/or a seller.*

### Disclosure Statement: Seller’s Property Disclosure Statement

- Lines 108-109: moved the language in Line 107 down and in its place add the following: “Are you aware of any professional remediation efforts to eliminate odors? [ ] yes [ ] no If yes, give details as to what happened and when.

#### Explanation:

*A new section was added to allow a seller to disclose whether the seller is aware of any professional remediation efforts to eliminate odors (such as smoke, pet, or mold and mildew odors).*

### Earnest Money Receipt

- Line 3: deleted “he/she” and “his/her” so that it now reads, “that the licensee has possession of earnest money.”

### Facilitator Services Agreement: Buyer

- Line 97: removed “himself/herself” and add “themselves” so that it reads “satisfy themselves”
- Line 45: added “BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.”
- Line 56: removed “Shall Not”.
- Lines 73-74: moved the Additional Costs section to line 73 and moved the Closing Services section below it.

### Facilitator Services Agreement: Owner Leasing

- Line 85: removed “his or her” and replaced with “their”.
- Line 94: removed “his or her” and replaced with “their”.
- Line 137: added “BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.”
- Line 200: deleted “his/her” so that it reads “to any person due to race, color, creed, ...”
- Line 20: removed “his/her” from “...to any person due to his/her race, ...”



## RESIDENTIAL FORMS CHANGES (continued)

### Facilitator Services Agreement: Seller

- Line 80: removed “his or her” and replace with “their”.
- Line 87: removed “his or her” and replace with “their”.
- Line 128 added “BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.”
- Line 133-134: swapped the \$ sign and the % sign.
- Lines 133-134: added “total” to line 133, so that it reads “Seller shall pay Broker, as total Broker’s compensation”
- Line 163: moved the Additional Costs section to line 163 and moved the Closing Services section below it.
- Line 209: deleted “his/her” so that it reads “to any person due to race, color, creed, ...”

### Facilitator Services Agreement: Tenant

- Line 39: added “BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.”
- Line 57: removed “Shall Not.”

### Important Information you Need to Know

- Line 9: changed 559A.01, Subd (b)(1)-(12) to (559A.01, Subd (b)(1)-(13))

### Listing Contract: Exclusive Right to Lease

- Line 69: deleted “his/her” and replaced with “their”.
- Line 76: deleted “his/her” and replaced with “their”.
- Line 118: added “BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.”
- Line 119: added “total” to Line 119, so that it reads “Seller shall pay Broker, as total Broker’s compensation”
- Line 128: added “as specified on lines 120-122,” so that it reads, “Of the total Broker’s compensation, as specified on lines 120-122.”
- Line 138: added “as specified on lines 120-122”.
- Line 202: deleted “his/her” so that it reads, “to any person due to race, color, creed, ...”

### Listing Contract: Exclusive Right to Sell

- Line 62: deleted “his/her” and replace with “their”.
- Line 69: delete “his/her” and replace with “their”
- Line 114: shifted the language on Line 115 down and in its place add “BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.”
- Line 119: added “total” to Line 119, so that it reads “Seller shall pay Broker, as total Broker’s compensation”
- Lines 123-124: swapped the \$ sign and the % sign.
- Line 134: added “as specified on lines 119-120,” so that it reads, “Of the total Broker’s compensation, as specified on lines 119-120”
- Line 161: moved the Additional Costs section to line 161, thereby moving the Closing Services section below it.
- Line 225: deleted “his/her” so that it reads “to any person due to race, color, creed, ...”.



## RESIDENTIAL FORMS CHANGES (continued)

### Purchase Agreement: New Construction

- Lines 59-62: moved Locking of Interest Rate section under Line 58.
- Lines 502-503: added “whichever is greater” so that it reads, “of the selling price or \$\_\_\_\_\_, whichever is greater.”

### Purchase Agreement: Vacant Land (Residential)

- Lines 57-60: moved Locking of Interest Rate section under Line 56.
- Lines 218-246: replaced “acceptable” with “satisfactory”.
- Line 223: changed to: “Select appropriate options a-l”.
- Line 240: added “Buyer obtaining, at [ ] Buyer [ ] Seller expense, a wetland delineation satisfactory to buyer.”
- Lines 411-412: added “whichever is greater” so that it reads, “of the selling price or \$\_\_\_\_\_, whichever is greater.”

### Purchase Agreement

- Lines 68-71: moved Locking of Interest Rate section under Line 67.
- Lines 406-407: added “whichever is greater” so that it reads, “of the selling price or \$\_\_\_\_\_, whichever is greater.”

### Showing and Compensation Agreement (Lease)

- Line 36: added “BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.”
- Line 68: deleted “his/her” so that it now reads “to any person due to race, color, creed, ...”

### Showing and Compensation Agreement (Purchase)

- Line 44: added “BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.”
- Lines 67-71: moved Additional costs section to line 57.
- Line 99: deleted “his/her” so that it now reads “to any person due to race, color, creed, ...”

### Tenant Representation Contract: Exclusive

- Line 22: added “BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.”
- Line 40: removed “Shall Not”.



## COMMERCIAL FORMS CHANGES

### Addendum to Commercial Purchase Agreement: Contract for Deed Financing

- Lines 24-25: updated Minnesota Department of Commerce's web address.

### Addendum to Commercial Purchase Agreement: Counteroffer

- Lines 14-15: added "Seller agrees to pay buyer's broker's compensation at closing of \_\_\_\_percent (%) of the selling price or \$ \_\_\_\_, whichever is greater."

### Addendum to Commercial Purchase Agreement: Due Diligence

- Line 13: removed "himself/herself/itself" and replaced with "themselves".
- Line 119: removed "himself/herself/itself" and replaced with "satisfy themselves".

### Commercial Buyer and/or Tenant Representation Contract: Exclusive

- Line 28: added "BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE."
- Line 70: removed SHALL NOT language option on line 70.
- Lines 78-81: moved Additional Costs Section from lines 89-91 to lines 79-81.
- Line 103: removed "himself/herself/itself" and replaced with "themselves".

### Commercial Buyer and/or Tenant Representation Contract: Nonexclusive

- Line 30: added "BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE."
- Line 103: removed "himself/herself/itself" and replaced with "themselves".
- Lines 79-81: moved Additional Costs Section from lines 89-91 to lines 79-81.

### Commercial Nonbinding Letter of Intent

- Line 22: replaced "himself and herself" with "themselves".

### Commercial Listing Contract: Exclusive

- Line 124: added: "BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE."
- Line 58: removed "his or her" and replace with "their".
- Line 66: removed "his or her" and replace with "their".
- Lines 218-219: moved Additional Costs Section from lines 227-228 to lines 218-219.

### Commercial Purchase Agreement

- Lines 275-278: added "SELLER'S CONTRIBUTION TO BUYER' BROKER'S COMPENSATION: Seller agrees to pay buyer's broker's compensation at closing of \_\_\_\_percent (%) of the selling price or \$\_\_\_\_, whichever is greater. This is in addition to any seller's contribution to buyer's closing costs paid at closing. This amount is in addition to the listing broker's offer of cooperating compensation, if any."
- Line 285: removed "his or her" and replaced with "them".



## COMMERCIAL FORMS CHANGES (continued)

### Commercial Purchase Agreement

- Lines 275-278: added “SELLER’S CONTRIBUTION TO BUYER’ BROKER’S COMPENSATION: Seller agrees to pay buyer’s broker’s compensation at closing of \_\_\_\_percent (%) of the selling price or \$\_\_\_\_, whichever is greater. This is in addition to any seller’s contribution to buyer’s closing costs paid at closing. This amount is in addition to the listing broker’s offer of cooperating compensation, if any.”
- Line 285: removed “his or her” and replaced with “them”.

#### Explanation:

*Explanation: The “Seller’s Contribution to Buyer’s Broker’s Compensation” section was added to the commercial purchase agreement for consistency with the residential purchase agreement.*

### Commercial Showing and Compensation Agreement

- Line 52: added: “BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.”
- LINES 94-95: moved Additional Costs Section from lines 105-106 to lines 94-95.

### Commercial Purchase Agreement: Vacant Land (Non-Residential)

- Lines 318-321: added “SELLER’S CONTRIBUTION TO BUYER’ BROKER’S COMPENSATION: Seller agrees to pay buyer’s broker’s compensation at closing of \_\_\_\_percent (%) of the selling price or \$\_\_\_\_, whichever is greater. This is in addition to any seller’s contribution to buyer’s closing costs paid at closing. This amount is in addition to the listing broker’s offer of cooperating compensation, if any.”
- Line 289: removed “his or her” and replaced with “them”.