

# 2023 Forms Revisions

## Residential Forms (All forms changes effective August 01, 2023):

The 2023 Forms Committee had a lot to tackle this year as they considered various proposals for updates to our Forms, including a couple of late additions from changes made at the Minnesota State Legislature that needed to be considered.

A special thank you to Chair Scott Parkin, who ran efficient meetings, ensuring all proposed changes were considered. Additionally, this work could not happen without all members of our Forms Committee and Commercial Forms Subcommittee—thank you to everyone who served in those capacities this year. Your volunteer service benefits all Minnesota Realtors® and the clients they serve. Thank you to all members who submitted changes for the Committee’s consideration.

**Suggested forms changes for 2024 can be submitted on our website.**

### Addendum or Amendment to Purchase Agreement; Buyer’s Move-In Agreement, Addendum or Amendment to Purchase Agreement; Seller’s Rent Back Agreement, and Residential Lease Agreement

- Saint Paul’s “Just Cause Notice” has been removed from our forms. In June of 2021, Chapter 193 of the St. Paul Legislative Code, commonly referred to as the stable, accessible, fair and equitable (“S.A.F.E.”) housing tenant protection ordinance, was repealed. Under the ordinance, residential leases for property in the city of Saint Paul were required to include a “Just Cause Notice.”

### Purchase Agreements (PA; Vacant Land; New Construction)

- The word “OR” was added in between the two check box options in the mortgage financing contingency to clarify that buyers should be selecting one check box or the other, but not both.
- The written statement section of the mortgage financing contingency was also changed. Previously, the written statement noted that “an appraisal satisfactory to the

lender has been completed.” This language did not address transactions where the lender waived the appraisal, so the Forms Committee included the following language: “an appraisal satisfactory to the lender(s) has been completed or the lender(s) has waived the appraisal...”

- The inspection contingency was also revised. It now provides: “If Buyer cancels this Purchase Agreement, then the Purchase Agreement is canceled.” This change was made for consistency with other sections of the Purchase Agreement and to permit the Purchase Agreement to cancel by its own terms for statutory cancellation purposes. Also, in the inspection contingency section, the word “intent” was replaced with “election.”

### Disclosure Statements (Disclosure Statement: Seller’s Disclosure Alternatives; Disclosure Statement: Vacant Land; Disclosure Statement: Seller’s Property Disclosure)

- This year, Minn. Stat. § 355.155 was amended to introduce new disclosure obligations for owners of property where Chronic Wasting Disease (“CWD”) is detected. Accordingly, we have updated our disclosure statements to ask whether CWD has been detected on the property.

### Residential Lease Agreement

- Several amendments were made to Chapter 504B of the Minnesota Statutes which pertains to landlords and tenants. These amendments required five substantive changes to MNR’s Residential Lease: **1)** Lines were added for one-time “non-optional fee” disclosures and recurring non-optional fee disclosures; **2)** Another line was added to disclose the Total Monthly Payment, which specifies that the Total Monthly Payment is the sum total of rent plus recurring non-optional fees; **3)** In the utilities section of the first page, the word “OR” was included to make it more clear that utilities can be paid by the owner or the tenant, or the utilities can be paid in part by the landlord or the tenant; **4)** new Initial and Move-Out



Inspection sections were added to conform with Chapter 504B as amended, which requires that a landlord notify a tenant of their option to request an initial and final inspection; and 5) the Inspection of the Premises and Right of Entry section was modified to state that a landlord must provide at least 24-hour notice to the tenant prior to entry, but the tenant may permit earlier entry, and that the landlord can only enter between the hours of 8:00 a.m. and 8:00 p.m., unless the landlord and tenant agree to an earlier or later time.

## New Residential Forms:

### Addendum or Amendment to Listing Contract/Buyer Representation Contract/Facilitator Services Agreement

- The Committee approved adoption of a new form that can serve as either an addendum or an amendment to listing contracts, buyer representation contracts, or facilitator service agreements.

### Disclosure Statement: Chronic Wasting Disease

- As mentioned above, under Minn. Stat. § 355.155 as amended, owners of property where CWD is detected must comply with new statutory disclosure and other requirements. Specifically, if CWD has been detected on the property, then the owner must: **1)** cooperate with inspection of the property by the Board of Animal Health and Department of Natural Resource conservation officers and wildlife managers; **2)** depopulate the property of Cervidae (Cervidae includes white-tailed deer, mule deer, red deer, elk, moose, caribou, reindeer, and muntjac); **3)** verify any herd of farmed Cervidae by an accredited veterinarian every 12 months; **4)** maintain fencing; **5)** refrain from raising Cervidae for at least 10 years; **6)** properly dispose of the animals; **7)** prior to selling or transferring the property, disclose in writing the date of depopulation and the other statutory requirements specified above.

Lastly, the owner must record with county recorder or registrar of titles a notice containing the date of detection and depopulation, and any other information required by the Board of Animal Health. The new Disclosure Statement: Chronic Wasting Disease, is designed to ensure that all these various requirements are satisfied.

## Commercial Forms

### Addendum to Commercial Purchase Agreement: Conventional/SBA/Other Mortgage Financing

- For consistency with our Residential Forms, two changes were made to this form. First, the word “OR” was added in between the two check box options in the mortgage financing contingency to clarify that buyers should be selecting one check box or the other, but not both. And second, the phrase “or the lender(s) has waived the appraisal” was added for address transactions where the lender has waived the appraisal.

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

- The written statement section of the mortgage financing contingency was also changed. Previously, the written statement noted that “an appraisal satisfactory to the lender has been completed.” This language did not address transactions where the lender waived the appraisal, so the Forms Committee included the following language: “an appraisal satisfactory to the lender(s) has been completed or the lender(s) has waived the appraisal...”

## New Commercial Form

- The Forms Committee approved adoption of a new form that can serve as either an addendum or an amendment to listing contracts or buyer representation contracts.

## Changes to All Forms

- All MNR Forms will be modified to update the copyright information in the upper right corner of the Forms, removing the city from the copyright.