



**PURCHASE AGREEMENT:
NEW CONSTRUCTION**

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- 1. Page 1 Date _____
- 2. RECORDS AND REPORTS, IF ANY, ARE
- 3. ATTACHED AND MADE A PART OF THIS
- 4. PURCHASE AGREEMENT

5. BUYER (S): _____

6. _____

7. Buyer's earnest money in the amount of _____

8. _____ Dollars

9. (\$ _____) shall be: (Check one.)

10. GIVEN IMMEDIATELY UPON FINAL ACCEPTANCE OF THIS PURCHASE AGREEMENT TO THE SELLER
11. ("BUILDER") AS A CONSTRUCTION DEPOSIT FOR PART PAYMENT OF MATERIALS AND LABOR; OR

12. DELIVERED TO LISTING BROKER, OR, IF CHECKED, TO _____
("Earnest Money Holder")

13. NO LATER THAN TWO (2) BUSINESS DAYS AFTER FINAL ACCEPTANCE DATE. Buyer and Builder agree that Earnest
14. Money Holder shall deposit any earnest money in the Earnest Money Holder's trust account within three (3) Business
15. Days of receipt of the earnest money or Final Acceptance Date, whichever is later.

16. Said earnest money is part payment for the purchase of the property located at

17. Street Address: _____

18. City of _____, County of _____,

19. State of Minnesota, Zip Code _____, legally described as _____

20. _____

21. _____

22. Builder agrees to construct or complete construction, or has completed construction, upon the real property a

23. home, together with other improvements. All improvements WILL BE HAVE BEEN built in substantial
_____ (Check one.)

24. conformance with the Plans and Specifications for the _____, a copy of which is attached to
(Plan # or Model Name)

25. this Purchase Agreement as Exhibit "A" or is in the office of Builder. The real property, as improved by construction,
26. together with personal property, if any, chosen by Buyer and to be provided by Builder (collectively the "Property").

PURCHASE PRICE:

28. Builder has agreed to sell the Property to Buyer for the sum of (\$ _____)

29. _____ Dollars, which Buyer agrees to pay as follows:

30. additional earnest money (in the method elected above) of \$ _____

31. due _____ ; and
(Dates, Terms, or Conditions)

32. 1. _____ percent (%) of the sale price in **CASH**, or more in Buyer's sole discretion, including earnest money;

33. 2. _____ percent (%) of the sale price in **MORTGAGE FINANCING**. (See following Mortgage Financing section.)

34. 3. _____ percent (%) of the sale price by **ASSUMING** Seller's current mortgage. (See attached *Addendum to*
35. *Purchase Agreement: Assumption Financing*.)

36. 4. _____ percent (%) of the sale price by **CONTRACT FOR DEED**. (See attached *Addendum to Purchase*
37. *Agreement: Contract for Deed Financing*.)

CLOSING DATE:

39. The date of closing shall be _____ .

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40. Page 2 Date _____

41. Property located at _____.

MORTGAGE FINANCING:

43. This Purchase Agreement IS IS NOT subject to the mortgage financing provisions below. If IS, complete the
-----*(Check one.)*-----

44. **MORTGAGE FINANCING** section below. If IS NOT, proceed to the **BUILDER'S CONTRIBUTIONS TO BUYER'S**
45. **COSTS** section.

46. Such mortgage financing shall be: *(Check one.)*

47. **FIRST MORTGAGE only** **FIRST MORTGAGE AND SUBORDINATE FINANCING.**

48. Buyer shall apply for and secure, at Buyer's expense, a: *(Check all that apply.)*

49. **CONVENTIONAL OR PRIVATELY INSURED CONVENTIONAL**

50. **DEPARTMENT OF VETERANS' AFFAIRS ("DVA") GUARANTEED**

51. **FEDERAL HOUSING ADMINISTRATION ("FHA") INSURED**

52. **UNITED STATES DEPARTMENT OF AGRICULTURE ("USDA") RURAL DEVELOPMENT**

53. **OTHER** _____

54. mortgage in the amount stated in this Purchase Agreement, amortized over a period of not more than
55. _____ years, with an initial interest rate at no more than _____ percent (%) per annum. The mortgage
56. application **IS TO BE MADE WITHIN FIVE (5) BUSINESS DAYS** after the Final Acceptance Date. Buyer agrees to
57. use best efforts to secure a commitment for such financing and to execute all documents required to consummate
58. said financing.

59. **MORTGAGE FINANCING CONTINGENCY:** This Purchase Agreement is contingent upon the following and applies
60. to the first mortgage and any subordinate financing. *(Check one.)*

61. If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does not
62. close on the closing date specified, this Purchase Agreement is canceled. Buyer and Builder shall immediately
63. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be

64. **REFUNDED TO BUYER** **FORFEITED TO BUILDER.**

-----*(Check one.)*-----

65. **NOTE:** If this Purchase Agreement is subject to DVA or FHA financing, **FORFEITED TO BUILDER** may be
66. prohibited. See the following DVA and FHA Escape Clauses.

67. OR

68. Buyer shall provide Builder, or licensee representing or assisting Builder, with the Written Statement, on
69. or before _____.

70. For purposes of this Contingency, "**Written Statement**" means a Written Statement prepared by Buyer's mortgage
71. originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified in this
72. Purchase Agreement, including both the first mortgage and any subordinate financing, if any, and stating that an
73. appraisal, satisfactory to the lender(s), has been completed or the lender(s) has waived the appraisal and stating
74. conditions required by lender(s) to close the loan.

75. Upon delivery of the Written Statement to Builder, or licensee representing or assisting Builder, the obligation for
76. satisfying all conditions required by mortgage originator(s) or lender(s), except those conditions specified below,
77. are deemed accepted by Buyer:

78. (a) work orders agreed to be completed by Builder;

79. (b) any other financing terms agreed to be completed by Builder here; and

80. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement.

**PURCHASE AGREEMENT:
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81. Page 3 Date _____

82. Property located at _____

83. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the stated closing date
84. for ANY REASON relating to financing, including, but not limited to interest rate and discount points, if any, then
85. Builder may, at Builder's option, declare this Purchase Agreement canceled, in which case this Purchase Agreement
86. is canceled. If Builder declares this Purchase Agreement canceled, Buyer and Builder shall immediately sign a
87. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to
88. be forfeited to Builder as liquidated damages. In the alternative, Builder may seek all other remedies allowed by
89. law.

90. Notwithstanding the language in the preceding paragraph, Builder may not declare this Purchase Agreement
91. canceled if the reason this Purchase Agreement does not close was due to:

- 92. (a) Builder's failure to complete work orders to the extent required by this Purchase Agreement;
- 93. (b) Builder's failure to complete any other financing terms agreed to be completed by Builder here; or
- 94. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement, except
95. as specified in the contingency for sale and closing of Buyer's property.

96. If the Written Statement is not provided by the date specified on line 68, Builder may, at Builder's option, declare this
97. Purchase Agreement canceled by written notice to Buyer at any time prior to Builder receiving the Written Statement,
98. in which case this Purchase Agreement is canceled. In the event Builder declares this Purchase Agreement
99. canceled, Buyer and Builder shall immediately sign a *Cancellation of Purchase Agreement* confirming said
100. cancellation and directing all earnest money paid here to be **REFUNDED TO BUYER** **FORFEITED TO BUILDER.**
------(Check one.)-----

101. If the Written Statement is not provided, and Builder has not previously canceled this Purchase Agreement, this
102. Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Builder
103. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
104. money paid here to be **REFUNDED TO BUYER** **FORFEITED TO BUILDER.**
------(Check one.)-----

105. **LOCKING OF MORTGAGE INTEREST RATE ("RATE"):** The Rate shall be locked with the lender(s) by Buyer:
106. (Check one.)

- 107. **WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE DATE; OR**
- 108. **AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).**

109. **LENDER COMMITMENT WORK ORDERS:** Builder agrees to pay up to \$ _____ to
110. make repairs as required by the lender commitment. If the lender commitment is subject to any work orders for which
111. the cost of making said repairs shall exceed this amount, Builder shall have the following options:

- 112. (a) making the necessary repairs; or
- 113. (b) negotiating the cost of making said repairs with Buyer; or
- 114. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Builder
115. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
116. money paid here to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs or escrow
117. amounts related thereto above the amount specified on line 108 of this Purchase Agreement.

118. **BUILDER** **BUYER** agrees to pay any reinspection fee required by Buyer's lender(s).
------(Check one.)-----

119. **FHA ESCAPE CLAUSE (FHA Financing only):** "It is expressly agreed that, notwithstanding any other provisions of
120. this contract, the purchaser shall not be obligated to complete the purchase of the Property described here or to
121. incur any penalty by forfeiture of earnest money deposits or otherwise, unless the purchaser has been given in accordance
122. with the Department of Housing and Urban Development ("HUD")/FHA or DVA requirements a written statement by the
123. Federal Housing Commissioner, Department of Veterans' Affairs, or a Direct Endorsement lender setting forth the
124. appraised value of the Property as not less than \$ _____ .
(sale price)

125. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to
126. the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage HUD
127. will insure; HUD does not warrant the value nor the condition of the Property. The purchaser should satisfy himself/
128. herself that the price and condition of the Property are acceptable."

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129. Page 4 Date _____

130. Property located at _____.

131. **LENDER PROCESSING FEES (FHA, DVA Financing Only):** Builder agrees to pay Buyer's closing fees and
132. miscellaneous processing fees which cannot be charged to Buyer, not to exceed \$ _____.
133. This amount is in addition to Builder's Contributions to Buyer's Costs, if applicable.

134. **DVA FUNDING FEE (DVA Financing only):** Pursuant to federal regulations, a one-time Funding Fee based on loan
135. amount must be paid at the closing of this transaction as follows:

136. _____ paid by Buyer **AT CLOSING** **ADDED TO MORTGAGE AMOUNT**
------(Check one.)-----
137. _____ paid by Builder

138. **NOTE: DVA regulations limit the fees and charges Buyer can pay to obtain a DVA loan.**

139. **DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CLAUSE (DVA Financing only):** "It is expressly agreed that,
140. notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest
141. money or otherwise be obligated to complete the purchase of the Property described here, if the contract purchase
142. price or cost exceeds the reasonable value of this Property established by the Department of Veterans' Affairs. The
143. purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without
144. regard to the amount of reasonable value established by the Department of Veterans' Affairs."

145. **NOTE: Verify DVA requirements relating to payment of all special assessments levied and pending, and**
146. **annual installments of special assessments certified to yearly taxes.**

147. **OTHER MORTGAGE FINANCING ITEMS:** _____

148. _____

BUILDER'S CONTRIBUTIONS TO BUYER'S COSTS:

150. Builder **IS** **IS NOT** contributing to Buyer's costs. If answer is **IS**, Builder agrees to pay at closing, up to: (Check one.)
------(Check one.)-----

151. \$ _____
152. _____ percent (%) of the sale price
153. towards Buyer's closing fees, title service fees, title searches, title examinations, abstracting, lender's title insurance,
154. owner's title insurance, prepaid items, other Buyer's costs allowable by lender, if any, and/or mortgage discount points. Any
155. amount of Builder's contribution that exceeds Buyer's allowable costs, or which cannot be used because Builder's
156. contribution exceeds the maximum Builder contribution allowed by law or by mortgage requirements, shall be retained
157. by Builder.

158. **NOTE: The amount paid by Builder cannot exceed the maximum Builder contribution allowed by FHA, DVA, or**
159. **lender. All funds paid by Builder on behalf of Buyer must be stated on the Closing Disclosure at closing.**

INSPECTIONS:

160. Buyer has been made aware of the availability of Property inspections. Buyer **ELECTS** **DECLINES** to have a
161. Property inspection performed at Buyer's expense. ------(Check one.)-----

162. This Purchase Agreement **IS** **IS NOT** contingent upon any inspection(s) of the Property obtained by Buyer to
------(Check one.)-----

163. determine its condition, including any non-intrusive testing or any intrusive testing as allowed pursuant to this Purchase
164. Agreement.

165. Any inspection(s) or test(s) shall be done by an inspector(s) or tester(s) of Buyer's choice. **Buyer shall satisfy Buyer**
166. **as to the qualifications of the inspector(s) or tester(s).** For purposes of this Purchase Agreement, "intrusive testing"
167. shall mean any testing, inspection(s), or investigation(s) that changes the Property from its original condition or
168. otherwise damages the Property.
169.

170. Builder **DOES** **DOES NOT** agree to allow Buyer to perform intrusive testing or inspection(s).
------(Check one.)-----

171. If answer is **DOES**, Buyer agrees that the Property shall be returned to the same condition it was in prior to Buyer's
172. intrusive testing at Buyer's sole expense.

173. Builder will provide access to attic(s) and crawlspace(s).

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174. Page 5 Date _____

175. Property located at _____.

176. Within _____ Calendar Days of Final Acceptance Date, all inspection(s), test(s), and resulting negotiations, if any,
177. shall be done ("Inspection Period").

178. If this Purchase Agreement is contingent upon inspection, Buyer may cancel this Purchase Agreement based on the
179. inspection(s) or test result(s) by providing written notice to Builder, or licensee representing or assisting Builder, of
180. Buyer's election to cancel no later than the end of the Inspection Period. If Buyer cancels this Purchase Agreement,
181. then the Purchase Agreement is canceled. Buyer and Builder shall immediately sign a *Cancellation of Purchase*
182. *Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. If Buyer
183. does not cancel this Purchase Agreement before the end of the Inspection Period, then this Inspection Contingency
184. shall be deemed removed and this Purchase Agreement shall be in full force and effect.

185. **OTHER INSPECTION ITEMS:** _____

186. **SALE OF BUYER'S PROPERTY:**

187. (Check one.)

188. 1. This Purchase Agreement is subject to an *Addendum to Purchase Agreement: Sale of Buyer's Property*
189. *Contingency* for the sale of Buyer's property. (If checked, see attached *Addendum*.)

190. OR

191. 2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at
192. _____, which is scheduled to close on

193. _____ pursuant to a fully executed purchase agreement. If Buyer's
194. property does not close by the closing date specified in this Purchase Agreement, this Purchase Agreement
195. is canceled. Buyer and Builder shall immediately sign a *Cancellation of Purchase Agreement* confirming said
196. cancellation and directing all earnest money paid here to be refunded to Buyer. The language in this paragraph
197. supersedes any other provision to the contrary in any financing contingency made a part of this Purchase
198. Agreement, if applicable.

199. OR

200. 3. Buyer represents that Buyer has the financial ability to perform on this Purchase Agreement without the sale
201. and closing on any other property.

202. **REAL ESTATE TAXES/SPECIAL ASSESSMENTS:**

203. **REAL ESTATE TAXES:** Builder shall pay on the date of closing all real estate taxes due and payable in all prior years
204. including all penalties and interest.

205. Buyer shall pay **PRORATED FROM DAY OF CLOSING** **ALL** **NONE** _____ /12ths **OF** real estate
206. taxes due and payable in the year of closing. (Check one.)

207. Builder shall pay **PRORATED TO DAY OF CLOSING** **ALL** **NONE** _____ /12ths **OF** real estate taxes
208. due and payable in the year of closing. (Check one.)

209. Builder warrants that taxes due and payable in the year 20 _____ shall be **NON-HOMESTEAD** classification. Builder
210. agrees to pay Buyer at closing \$ _____ toward the non-homestead real estate taxes. Buyer
211. agrees to pay any remaining balance of non-homestead taxes when they become due and payable. Buyer shall pay
212. real estate taxes due and payable in the year following closing and thereafter, the payment of which is not otherwise
213. here provided. No representations are made concerning the amount of subsequent real estate taxes.

214. **DEFERRED TAXES/SPECIAL ASSESSMENTS:**

215. **BUYER SHALL PAY** **BUILDER SHALL PAY** on date of closing any deferred real estate taxes (e.g., Green
216. Acres, Rural Preserve, etc.) or special assessments, payment of which is required as a result of the closing of this
217. sale. (Check one.)

218. **BUYER AND BUILDER SHALL PRORATE AS OF THE DATE OF CLOSING** **BUILDER SHALL PAY ON**
219. _____ (Check one.)

219. **DATE OF CLOSING** all installments of special assessments certified for payment with the real estate taxes due and
220. payable in the year of closing.

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221. Page 6 Date _____

222. Property located at _____.

223. **BUYER SHALL ASSUME** **BUILDER SHALL PAY** on date of closing all other special assessments levied as
------(Check one.)-----

224. of the Date of this Purchase Agreement.

225. **BUYER SHALL ASSUME** **BUILDER SHALL PROVIDE FOR PAYMENT OF** special assessments pending
------(Check one.)-----

226. as of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities.

227. (Builder's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the

228. assessments, or less, as required by Buyer's lender.) Buyer shall pay any unpaid special assessments payable in the year

229. following closing and thereafter, the payment of which is not otherwise here provided. As of the Date of this Purchase

230. Agreement, Builder represents that Builder **HAS** **HAS NOT** received a notice regarding any new improvement project
------(Check one.)-----

231. from any assessing authorities, the costs of which project may be assessed against the Property. Any such notice received

232. by Builder after the Date of this Purchase Agreement and before closing shall be provided to Buyer immediately. If such

233. notice is issued after the Date of this Purchase Agreement and on or before the date of closing, then the parties may

234. agree in writing, on or before the date of closing, to pay, provide for the payment of, or assume the special assessments.

235. In the absence of such agreement, either party may unilaterally pay, provide for the payment of, or assume such

236. special assessments. In the absence of said agreement or said unilateral election, either party may declare this Purchase

237. Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which

238. case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and

239. Builder shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all

240. earnest money paid here to be refunded to Buyer.

241.

ADDITIONAL PROVISIONS:

242. **PREVIOUSLY EXECUTED PURCHASE AGREEMENT:** This Purchase Agreement **IS** **IS NOT** subject to
------(Check one.)-----

243. cancellation of a previously executed purchase agreement dated _____.

244. (If answer is **IS**, said cancellation shall be obtained no later than _____).

245. If said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Builder shall

246. immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money

247. paid here to be refunded to Buyer.)

248. **PRICE PROTECTION:** If this Purchase Agreement is contingent on the sale or closing of the Buyer's property and the

249. home is not yet completed, a _____-day price protection is granted from the Final Acceptance Date. If the

250. contingency is not removed within said time period, price shall become null and void. Buyer and Builder will then

251. renegotiate the price. In the event the price cannot be renegotiated, this Purchase Agreement is canceled. Buyer and

252. Builder shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all

253. earnest money paid here to be refunded to Buyer.

254. **COMMENCEMENT OF CONSTRUCTION:** If not already commenced, upon execution of this Purchase Agreement

255. and clearing of all contingencies, Builder shall commence with all reasonable diligence to final completion.

256. BUYER AGREES THAT THE DIRECTION AND SUPERVISION OF THE WORKFORCES, INCLUDING

257. SUBCONTRACTORS, RESTS EXCLUSIVELY WITH BUILDER. BUYER AGREES NOT TO INTERFERE WITH OR

258. ISSUE INSTRUCTIONS TO WORKFORCES NOR TO CONTRACT FOR ADDITIONAL WORK WITH CONTRACTORS

259. OR SUBCONTRACTORS EXCEPT WITH BUILDER'S WRITTEN PERMISSION. IF PERMISSION IS GRANTED,

260. SUCH ADDITIONAL WORK SHALL NOT INTERFERE WITH BUILDER'S COMPLETION OF THE CONSTRUCTION

261. OF THE HOME.

262. **MODIFICATIONS:** Any significant change in the *Plans and Specifications* must be approved in writing by

263. both parties citing by CHANGE ORDER any increase or decrease in the purchase price caused by such change.

264. Unless otherwise agreed in writing, any such increase or decrease shall be reflected as an adjustment in cash at

265. **EXECUTION OF THE CHANGE ORDER** **CLOSING.** Materials of similar type and quality may be substituted
------(Check one.)-----

266. without notice to or consent of Buyer, as long as such change or substitution shall not substantially alter the character

267. of the home or reduce the value thereof.

**PURCHASE AGREEMENT:
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268. Page 7 Date _____

269. Property located at _____.

270. **COMPLETION:** Builder's funds shall be escrowed for any work which cannot be completed because of weather conditions or
271. because of mortgage requirements. Such escrowed funds shall be payable to Builder upon completion of such specified work.

272. **DEED/MARKETABLE TITLE:** Upon performance by Buyer, Builder shall deliver a: *(Check one.)*

273. **WARRANTY DEED** **PERSONAL REPRESENTATIVE'S DEED** **CONTRACT FOR DEED** **TRUSTEE'S DEED**

274. **OTHER:** _____ **DEED** joined in by spouse, if any, conveying marketable title, subject to

275. (a) building and zoning laws, ordinances, and state and federal regulations;

276. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;

277. (c) reservation of any mineral rights by the State of Minnesota;

278. (d) utility and drainage easements which do not interfere with existing improvements;

279. (e) **rights of tenants as follows** (unless specified, not subject to tenancies): _____

280. _____ ; and

281. (f) others (must be specified in writing): _____

282. _____ .

283. **POSSESSION:** Builder shall deliver possession of the Property: *(Check one.)*

284. **IMMEDIATELY AFTER CLOSING;** or

285. **OTHER:** _____ .

286. Builder agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property by
287. possession date.

288. **TITLE AND EXAMINATION:** As quickly as reasonably possible after Final Acceptance Date:

289. (a) Builder shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property, if
290. in Builder's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or
291. owner's title insurance policy shall be immediately returned to Builder, or licensee representing or assisting
292. Builder, upon cancellation of this Purchase Agreement; and

293. (b) Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including
294. but not limited to title searches, title examinations, abstracting, a title insurance commitment, or an attorney's
295. title opinion at Buyer's selection and cost and provide a copy to Builder.

296. Builder shall use Builder's best efforts to provide marketable title by the date of closing. Builder agrees to pay all costs and
297. fees necessary to convey marketable title including obtaining and recording all required documents, subject to the following:

298. In the event Builder has not provided marketable title by the date of closing, Builder shall have an additional thirty
299. (30) days to make title marketable or, in the alternative, Buyer may waive title defects by written notice to Builder.

300. In addition to the thirty (30)-day extension, Buyer and Builder may, by mutual agreement, further extend the closing
301. date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to the
302. other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled;
303. neither party shall be liable for damages here to the other. If either party declares this Purchase Agreement canceled,
304. Buyer and Builder shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
305. directing all earnest money paid here to be refunded to Buyer.

306. **GENERAL WARRANTIES:** Builder warrants that buildings are or shall be constructed entirely within the boundary lines
307. of the Property. Builder warrants that there is a right of access to the Property from a public right-of-way.

308. **MECHANIC'S LIENS:** Builder warrants that prior to the closing, payment in full shall have been made for all labor,
309. materials, machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection
310. with construction, alteration, or repair of any structure on or improvement to the Property. At closing, Builder shall
311. furnish proper individual lien waivers for all labor and materials provided.

312. **NOTICES:** Builder warrants that Builder has not received any notice from any governmental authority as to violation
313. of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Builder warrants that Builder
314. has not received any notice from any person or authority as to a breach of the covenants. Any notices received
315. by Builder shall be provided to Buyer immediately. Discriminatory restrictive covenants (e.g. provisions against
316. conveyance of property to any person of a specified religious faith, creed, national origin, race, or color) are illegal and
317. unenforceable. An owner of real property may permanently remove such restrictive covenants from the title by recording
318. a statutory form in the office of the county recorder of any county where the property is located.

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319. Page 8 Date _____

320. Property located at _____.
321. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided by
322. Builder, third party, or broker representing or assisting Builder are approximate. Buyer shall verify the accuracy of
323. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.
324. **RISK OF LOSS:** If there is any loss or damage to the Property between the Date of this Purchase Agreement and
325. the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be
326. on Builder. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement
327. is canceled, at Buyer's option. If Buyer cancels this Purchase Agreement, Buyer and Builder shall immediately sign a
328. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be
329. refunded to Buyer.
330. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
331. **WALK-THROUGH REVIEW:** Buyer has the right to a walk-through review of the Property prior to closing.
332. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (Calendar or Business Days as specified)
333. following the occurrence of the event specified and includes subsequent days (Calendar or Business Days as specified)
334. ending at 11:59 P.M. on the last day.
335. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless
336. stated elsewhere by the parties in writing.
337. **CALENDAR DAYS:** "Calendar Days" include Saturdays, Sundays, and state and federal holidays. For purposes of
338. this Agreement, any reference to "days" means "Calendar Days" unless otherwise required by law.
339. **RELEASE OF EARNEST MONEY:** Buyer and Builder agree that the Earnest Money Holder shall release earnest
340. money from the Earnest Money Holder's trust account:
341. (a) at or upon the successful closing of the Property;
342. (b) pursuant to written agreement between the parties, which may be reflected in a *Cancellation of Purchase*
343. *Agreement* executed by both Buyer and Builder;
344. (c) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or
345. (d) upon receipt of a court order.
346. **DEFAULT:** If Buyer defaults in any of the agreements here, Builder may cancel this Purchase Agreement, and any
347. payments made here, including earnest money, shall be retained by Builder as liquidated damages and Buyer and
348. Builder shall affirm the same by a written cancellation agreement.
349. If Buyer defaults in any of the agreements here, Builder may terminate this Purchase Agreement, under the provisions
350. of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either the Buyer or Builder defaults in
351. any of the agreements here or there exists an unfulfilled condition after the date specified for fulfillment, either party
352. may cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided here that this
353. Purchase Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory Cancellation
354. under MN Statute 559.217, Subd. 4.
355. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Builder may seek actual damages
356. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific
357. performance, such action must be commenced within six (6) months after such right of action arises.
358. **NEW CONSTRUCTION STATUTORY WARRANTIES: MINNESOTA LAW REQUIRES THAT A SELLER OF NEW**
359. **HOMES MUST PROVIDE CERTAIN WARRANTIES TO THE PURCHASER. BUILDER WARRANTS TO THE FIRST**
360. **PURCHASER AND SUBSEQUENT PURCHASERS THAT**
361. " (1) DURING THE ONE-YEAR PERIOD FROM AND AFTER THE WARRANTY DATE, THE DWELLING
362. SHALL BE FREE FROM DEFECTS CAUSED BY FAULTY WORKMANSHIP AND DEFECTIVE MATERIALS
363. DUE TO NONCOMPLIANCE WITH BUILDING STANDARDS;
364. (2) DURING THE TWO-YEAR PERIOD FROM AND AFTER THE WARRANTY DATE, THE DWELLING SHALL
365. BE FREE FROM DEFECTS CAUSED BY FAULTY INSTALLATION OF PLUMBING, ELECTRICAL, HEATING
366. AND COOLING SYSTEMS; AND
367. (3) DURING THE TEN-YEAR PERIOD FROM AND AFTER THE WARRANTY DATE, THE DWELLING SHALL
368. BE FREE FROM MAJOR CONSTRUCTION DEFECTS."
369. **TO DETERMINE THE EXACT COVERAGE UNDER THE WARRANTY AND THE EXCLUSION TO THE WARRANTY,**
370. **SEE MN STATUTE SECTION 327A.01-327A.03. BUYERS MUST PURSUE CERTAIN STATUTORY PROCEDURES**
371. **BEFORE THEY CAN PURSUE LEGAL ACTION FOR WARRANTY CLAIMS. SEE MN STATUTE 327A.02,**
372. **SUBD. 4.**

**PURCHASE AGREEMENT:
NEW CONSTRUCTION**

373. Page 9 Date _____

374. Property located at _____

375. **A BUYER HAS TWO YEARS FROM**

376. (A) THE DISCOVERY OF A BREACH OF THE STATUTORY WARRANTIES SUMMARIZED ABOVE; OR
377. (B) FROM THE DISCOVERY OF A BREACH OF AN EXPRESSED WRITTEN WARRANTY TO BRING AN
378. ACTION BASED ON THE BREACH.

379. IN THE CASE OF AN ACTION UNDER MN STATUTE SECTION 327A.05 WHICH ACCRUES DURING THE NINTH
380. OR TENTH YEAR AFTER THE WARRANTY DATE, AN ACTION MAY BE BROUGHT WITHIN TWO YEARS OF THE
381. DISCOVERY OF THE BREACH, BUT IN NO EVENT MAY AN ACTION UNDER MN STATUTE SECTION 327A.05
382. BE BROUGHT MORE THAN 12 YEARS AFTER THE EFFECTIVE WARRANTY DATE.

383. **NOTICE: Buyer has received, if required, written information regarding the home warranty dispute resolution**
384. **process pursuant to MN Statute 327A.051.**

385. **IMPORTANT HEALTH NOTICE: SOME OF THE BUILDING MATERIALS USED IN THIS HOME (OR THESE BUILDING**
386. **MATERIALS) EMIT FORMALDEHYDE. EYE, NOSE, AND THROAT IRRITATION, HEADACHE, NAUSEA, AND A**
387. **VARIETY OF ASTHMA-LIKE SYMPTOMS, INCLUDING SHORTNESS OF BREATH, HAVE BEEN REPORTED AS**
388. **A RESULT OF FORMALDEHYDE EXPOSURE. ELDERLY PERSONS AND YOUNG CHILDREN, AS WELL AS**
389. **ANYONE WITH A HISTORY OF ASTHMA, ALLERGIES, OR LUNG PROBLEMS, MAY BE AT GREATER RISK.**
390. **RESEARCH IS CONTINUING ON THE POSSIBLE LONG-TERM EFFECTS OF EXPOSURE TO**
391. **FORMALDEHYDE.**

392. **REDUCED VENTILATION MAY ALLOW FORMALDEHYDE AND OTHER CONTAMINANTS TO ACCUMULATE**
393. **IN THE INDOOR AIR. HIGH INDOOR TEMPERATURES AND HUMIDITY RAISE FORMALDEHYDE LEVELS. WHEN**
394. **A HOME IS TO BE LOCATED IN AREAS SUBJECT TO EXTREME SUMMER TEMPERATURES, AN AIR-**
395. **CONDITIONING SYSTEM CAN BE USED TO CONTROL INDOOR TEMPERATURE LEVELS. OTHER MEANS OF**
396. **CONTROLLED MECHANICAL VENTILATION CAN BE USED TO REDUCE LEVELS OF FORMALDEHYDE AND**
397. **OTHER INDOOR AIR CONTAMINANTS.**

398. **IF YOU HAVE ANY QUESTIONS REGARDING THE HEALTH EFFECTS OF FORMALDEHYDE, CONSULT YOUR**
399. **DOCTOR OR LOCAL HEALTH DEPARTMENT.**

400. **LIEN NOTICE:**

401. (A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR
402. PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT
403. PAID FOR THE CONTRIBUTIONS.

404. (B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR
405. MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT
406. PRICE OR TO WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION
407. OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED
408. ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

409. **METHAMPHETAMINE PRODUCTION DISCLOSURE:**

410. (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

411. Seller is not aware of any methamphetamine production that has occurred on the Property.

412. Seller is aware that methamphetamine production has occurred on the Property.

413. (See Disclosure Statement: Methamphetamine Production.)

414. **NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety zone
415. with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are
416. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such
417. zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.

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

**PURCHASE AGREEMENT:
NEW CONSTRUCTION**

422. Page 10 Date _____

423. Property located at _____

424. **(Check appropriate boxes.)**
425. BUILDER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:
426. **CITY SEWER** **YES** **NO** / **CITY WATER** **YES** **NO**
427. **SUBSURFACE SEWAGE TREATMENT SYSTEM**
428. BUILDER **DOES** **DOES NOT** KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR
-----*(Check one.)*-----
429. SERVING THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure*
430. *Statement: Subsurface Sewage Treatment System.*)
431. **PRIVATE WELL**
432. BUILDER **DOES** **DOES NOT** KNOW OF A WELL ON OR SERVING THE PROPERTY.
-----*(Check one.)*-----
433. (If answer is **DOES** and well is located on the Property, see *Disclosure Statement: Well.*)
434. TO THE BEST OF BUILDER'S KNOWLEDGE, THE PROPERTY **IS** **IS NOT** IN A SPECIAL WELL
-----*(Check one.)*-----
435. CONSTRUCTION AREA.
436. THIS PURCHASE AGREEMENT **IS** **IS NOT** SUBJECT TO AN **ADDENDUM TO PURCHASE AGREEMENT:**
-----*(Check one.)*-----
437. **SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.**
438. (If answer is **IS**, see attached *Addendum.*)
439. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**
440. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE**
441. **TREATMENT SYSTEM.**

442. **RADON DISCLOSURE:** (The following Seller disclosure satisfies MN Statute 144.496.)
443. **RADON WARNING STATEMENT:** The Minnesota Department of Health strongly recommends that ALL homebuyers
444. have an indoor radon test performed prior to purchase or taking occupancy, and recommends having the radon levels
445. mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a
446. qualified, certified, or licensed, if applicable, radon mitigator.
447. Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous
448. levels of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a Class
449. A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading cause overall. The
450. seller of any interest in residential real property is required to provide the buyer with any information on radon test
451. results of the dwelling.
452. **RADON IN REAL ESTATE:** By signing this Statement, Buyer hereby acknowledges receipt of the Minnesota
453. Department of Health's publication entitled **Radon in Real Estate Transactions**, which is attached hereto and can
454. be found at www.health.state.mn.us/communities/environment/air/radon/radonre.html.
455. A seller who fails to disclose the information required under MN Statute 144.496, and is aware of material facts pertaining
456. to radon concentrations in the property, is liable to the Buyer. A buyer who is injured by a violation of MN Statute 144.496
457. may bring a civil action and recover damages and receive other equitable relief as determined by the court. Any such
458. action must be commenced within two years after the date on which the buyer closed the purchase or transfer of the
459. real property.
460. **SELLER'S REPRESENTATIONS:** The following are representations made by Seller to the extent of Seller's actual
461. knowledge.
462. (a) Radon test(s) **HAVE** **HAVE NOT** occurred on the property.
-----*(Check one.)*-----
463. (b) Describe any known radon concentrations, mitigation, or remediation. **NOTE:** Seller shall attach the most
464. current records and reports pertaining to radon concentration within the dwelling:
465. _____
466. _____
467. (c) There **IS** **IS NOT** a radon mitigation system currently installed on the property.
-----*(Check one.)*-----
468. If "**IS**," Seller shall disclose, if known, information regarding the radon mitigation system, including system
469. description and documentation.
470. _____
471. _____

**PURCHASE AGREEMENT:
NEW CONSTRUCTION**

472. Page 11 Date _____

473. Property located at _____

474. **COVENANTS, CONDITIONS, AND RESTRICTIONS:** Builder warrants that Builder has delivered copies of all
475. covenants, conditions, and restrictions pertaining to the Property, and Buyer acknowledges receipt and
476. acceptance of all covenants, conditions, and restrictions.

477. **BUILDER AND BUYER INITIAL(S):** _____ Builder(s) _____ Buyer(s)

478. **NOTICE:** Buyer shall receive, prior to the execution of this Purchase Agreement, written performance guidelines
479. for the services to be performed by Builder, pursuant to MN Statute 326B.809(b). Said written performance
480. guidelines are included or incorporated by reference here.

481. **SPECIAL WARRANTIES:** BUILDER WARRANTS, AS MN STATUTE 327A.02, SUBD. 1(b) REQUIRES, THAT
482. PLUMBING, ELECTRICAL, HEATING AND COOLING SYSTEMS BE FREE FROM DEFECTS CAUSED BY FAULTY
483. INSTALLATION FOR A TWO-YEAR PERIOD AND SHALL BE IN WORKING ORDER AT TIME OF CLOSING.
484. APPLIANCES PROVIDED WITH THE PROPERTY BEAR ONLY THE WARRANTIES ESTABLISHED BY THE
485. MANUFACTURER, AND BUILDER MAKES NO ADDITIONAL WARRANTIES ON APPLIANCES, EXPRESS OR
486. IMPLIED.

487. **AGENCY NOTICE**
488. _____ is **Builder's Agent** **Buyer's Agent** **Dual Agent** **Facilitator.**
(Licensee) -----(Check one.)-----

489. _____
(Real Estate Company Name)

490. _____ is **Builder's Agent** **Buyer's Agent** **Dual Agent** **Facilitator.**
(Licensee) -----(Check one.)-----

491. _____
(Real Estate Company Name)

492. **THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.**

493. **DUAL AGENCY REPRESENTATION**

494. **PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:**

495. Dual Agency representation **DOES NOT** apply in this transaction. *Do not complete lines 496-512.*

496. Dual Agency representation **DOES** apply in this transaction. *Complete the disclosure in lines 497-512.*

497. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates a
498. dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because
499. the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for
500. either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).

501. Seller(s) and Buyer(s) acknowledge that

502. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will
503. remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other
504. information will be shared;

505. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and

506. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of
507. the sale.

508. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker
509. and its salesperson to act as dual agents in this transaction.

510. Seller _____ Buyer _____

511. Seller _____ Buyer _____

512. Date _____ Date _____

513. **CLOSING COSTS:** Buyer or Builder may be required to pay certain closing costs, which may increase the cash outlay
514. at closing or effectively reduce the proceeds from the sale.

**PURCHASE AGREEMENT:
NEW CONSTRUCTION**

515. Page 12 Date _____

516. Property located at _____.
517. **SETTLEMENT STATEMENT:** Buyer and Builder authorize the title company, escrow agent, and/or their representatives
518. to disclose and provide copies of the disbursing agent's settlement statement to the real estate licensees involved
519. in the transaction at the time these documents are provided to Buyer and Builder.
520. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
521. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold
522. tax if the transferor ("Builder") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Builder
523. agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.
524. Builder shall represent and warrant, under the penalties of perjury, whether Builder is a "foreign person" (as the same
525. is defined within FIRPTA), prior to closing. Any representations made by Builder with respect to this issue shall survive
526. the closing and delivery of the deed.
527. Buyer and Builder shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement
528. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer
529. identification numbers or Social Security numbers.
530. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for
531. withholding the applicable tax, Buyer and Builder should **seek appropriate legal and tax advice regarding FIRPTA**
532. **compliance, as the respective licensees representing or assisting either party will be unable to assure either**
533. **party whether the transaction is exempt from FIRPTA withholding requirements.**
534. **FULLY EXECUTED PURCHASE AGREEMENT AND FINAL ACCEPTANCE:** To be binding, this Purchase Agreement
535. and all addenda must be fully executed by both parties and a copy must be delivered.
536. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to
537. this transaction constitute valid, binding signatures.
538. **ENTIRE AGREEMENT:** This Purchase Agreement and all addenda and amendments signed by the parties shall
539. constitute the entire agreement between Buyer and Builder. Any other written or oral communication between Buyer
540. and Builder, including, but not limited to, e-mails, text messages, or other electronic communications are not part of
541. this Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Buyer and
542. Builder or by operation of law. All monetary sums are deemed to be United States currency for purposes of this
543. Purchase Agreement.
544. **SURVIVAL:** All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract for
545. deed.
546. **DATE OF THIS PURCHASE AGREEMENT:** Date of this Purchase Agreement to be defined as the date on line one
547. (1) of this Purchase Agreement.
548. **OTHER:** _____
549. _____
550. **ADDENDA: The following addenda are attached and made a part of this Purchase Agreement.**
551. **NOTE: Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement.**
552. *Addendum to Purchase Agreement*
553. *Addendum to Purchase Agreement: Additional Signatures*
554. *Addendum to Purchase Agreement: Assumption Financing*
555. *Addendum to Purchase Agreement: Buyer Move-In Agreement*
556. *Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability*
557. *Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community ("CIC")*
558. *Addendum to Purchase Agreement: Contract for Deed Financing*
559. *Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards*
560. *Addendum to Purchase Agreement: Sale of Buyer's Property Contingency*
561. *Addendum to Purchase Agreement: Seller's Purchase/Lease Contingency*
562. *Addendum to Purchase Agreement: Seller's Rent Back Agreement*
563. *Addendum to Purchase Agreement: Short Sale Contingency*
564. *Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Water Inspection Contingency*
565. Other: _____

**PURCHASE AGREEMENT:
NEW CONSTRUCTION**

566. Page 13 Date _____

567. Property located at _____

568. I agree to sell the Property for the price and on the terms
569. and conditions set forth above.

I agree to purchase the Property for the price and on
the terms and conditions set forth above.

570. **I have reviewed all pages of this Purchase
571. Agreement.**

**I have reviewed all pages of this Purchase
Agreement.**

572. **If checked, this Purchase Agreement is subject to
573. attached *Addendum to Purchase Agreement:*
574. *Counteroffer* and the Final Acceptance Date shall be
575. noted on the *Addendum*.**

576. **FIRPTA:** Builder represents and warrants, under penalty
577. of perjury, that Builder **IS** **IS NOT** a foreign person (i.e.,
-----*(Check one.)*-----

578. a non-resident alien individual, foreign corporation, foreign
579. partnership, foreign trust, or foreign estate for purposes of
580. income taxation. (See lines 520-533.) This representation
581. and warranty shall survive the closing of the transaction
582. and the delivery of the deed.

583. **X** _____ **X** _____
(Builder's Signature) (Date) (Buyer's Signature) (Date)

584. **X** _____ **X** _____
(Builder's Printed Name) (Buyer's Printed Name)

585. **X** _____ **X** _____
(Builder's Signature) (Date) (Buyer's Signature) (Date)

586. **X** _____ **X** _____
(Builder's Printed Name) (Buyer's Printed Name)

587. Builder's License Number _____

588. Builder's Federal ID Number _____

589. **FINAL ACCEPTANCE DATE:** _____ The Final Acceptance Date
590. is the date on which the fully executed Purchase Agreement is delivered.

591. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND BUILDER(S).**
592. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

593. **I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE**
594. **DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION**
595. **AGREEMENT, WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT SEPARATE FROM THIS PURCHASE**
596. **AGREEMENT.**

597. **BUILDER(S)** _____ **BUYER(S)** _____

598. **BUILDER(S)** _____ **BUYER(S)** _____



PURCHASE AGREEMENT

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- 1. Date _____
- 2. Page 1

3. BUYER (S): _____

4. _____

5. Buyer's earnest money in the amount of _____

6. _____ Dollars (\$ _____)

7. shall be delivered to listing broker, or, if checked, to _____ no later than two (2) Business Days after Final Acceptance Date. Buyer and Seller agree that earnest money shall be deposited in the trust account of Earnest Money Holder as specified above within three (3) Business Days of receipt of the earnest money or Final Acceptance Date, whichever is later.

8. Earnest Money Holder as specified above within three (3) Business Days of receipt of the earnest money or Final Acceptance Date, whichever is later.

11. Said earnest money is part payment for the purchase of the property located at

12. Street Address: _____

13. City of _____, County of _____,

14. State of Minnesota, Zip Code _____, legally described as _____

15. _____

16. Said purchase shall include all improvements, fixtures, and appurtenances on the property, if any, including but not limited to, the following (collectively the "Property"): garden bulbs, plants, shrubs, trees, lawn watering systems, in-ground pet containment systems (excluding collars); sheds; playsets; storm sashes, storm doors, screens, and awnings; window shades and blinds; traverses, curtain and drapery rods, valances, draperies, curtains, and window coverings and treatments; towel rods; attached lighting and bulbs; fan fixtures; plumbing fixtures; garbage disposals; water softeners; water treatment systems; water heating systems; heating systems; air exchange systems; environmental remediation systems (e.g., radon, vapor intrusion); sump pumps; TV antennas, cable TV jacks and wiring, and TV wall mounts; wall and ceiling speaker mounts; carpeting; attached mirrors; garage door openers and all controls; smoke detectors; doorbells; thermostats; all integrated phone and home automation systems, including necessary components such as intranet and Internet connected hardware or devices, control units (other than non-dedicated mobile devices, electronics, and computers) and applicable software, permissions, passwords, codes, and access information; fireplace screens, doors, and heatilators; **ANY OF THE FOLLOWING, IF BUILT-IN:** dishwashers, refrigerators, wine and beverage refrigerators, trash compactors, ovens, cook-top stoves, warming drawers, microwave ovens, hood fans, shelving, work benches, intercoms, speakers, air conditioning equipment, electronic air filters, humidifiers and dehumidifiers, liquid fuel tanks and all controls, pool and spa equipment, propane tanks and all controls, security system equipment, TV satellite dishes; the above-mentioned inclusions **AND** the following personal property shall be transferred with no additional monetary value, and free and clear of all liens and encumbrances:

33. _____

34. Notwithstanding the foregoing, leased fixtures are not included.

35. Notwithstanding the foregoing, the following item(s) are excluded from the purchase:

36. _____

PURCHASE PRICE:

38. Seller has agreed to sell the Property to Buyer for the sum of (\$ _____)

39. _____ Dollars,

40. which Buyer agrees to pay in the following manner:

41. 1. _____ percent (%) of the sale price in **CASH**, or more in Buyer's sole discretion, including earnest money;

42. 2. _____ percent (%) of the sale price in **MORTGAGE FINANCING**. (See following Mortgage Financing section.)

43. 3. _____ percent (%) of the sale price by **ASSUMING** Seller's current mortgage. (See attached *Addendum to Purchase Agreement: Assumption Financing*.)

45. 4. _____ percent (%) of the sale price by **CONTRACT FOR DEED**. (See attached *Addendum to Purchase Agreement: Contract for Deed Financing*.)

CLOSING DATE:

48. The date of closing shall be _____ .

PURCHASE AGREEMENT

50. Property located at _____

MORTGAGE FINANCING:

51. This Purchase Agreement IS IS NOT subject to the mortgage financing provisions below. If IS, complete the
-----*(Check one.)*-----

52. **MORTGAGE FINANCING** section below. If IS NOT, proceed to the **SELLER’S CONTRIBUTIONS TO BUYER’S COSTS** section.

53. Such mortgage financing shall be: *(Check one.)*

54. **FIRST MORTGAGE only** **FIRST MORTGAGE AND SUBORDINATE FINANCING.**

55. Buyer shall apply for and secure, at Buyer’s expense, a: *(Check all that apply.)*

56. **CONVENTIONAL OR PRIVATELY INSURED CONVENTIONAL**

57. **DEPARTMENT OF VETERANS’ AFFAIRS (“DVA”) GUARANTEED**

58. **FEDERAL HOUSING ADMINISTRATION (“FHA”) INSURED**

59. **UNITED STATES DEPARTMENT OF AGRICULTURE (“USDA”) RURAL DEVELOPMENT**

60. **OTHER** _____

61. mortgage in the amount stated in this Purchase Agreement, amortized over a period of not more than
62. _____ years, with an initial interest rate at no more than _____ percent (%) per annum. The mortgage
63. application **IS TO BE MADE WITHIN FIVE (5) BUSINESS DAYS** after the Final Acceptance Date. Buyer agrees to
64. use best efforts to secure a commitment for such financing and to execute all documents required to consummate
65. said financing.

66. **MORTGAGE FINANCING CONTINGENCY:** This Purchase Agreement is contingent upon the following and applies
67. to the first mortgage and any subordinate financing. *(Check one.)*

68. If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does not
69. close on the closing date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately
70. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be

71. **REFUNDED TO BUYER** **FORFEITED TO SELLER.**
-----*(Check one.)*-----

72. **NOTE:** If this Purchase Agreement is subject to DVA or FHA financing, **FORFEITED TO SELLER** may be prohibited.
73. See the following DVA and FHA Escape Clauses.

74. **OR**

75. Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on
76. or before _____

77. For purposes of this Contingency, **“Written Statement”** means a Written Statement prepared by Buyer’s mortgage
78. originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified in this
79. Purchase Agreement, including both the first mortgage and any subordinate financing, if any, and stating that an
80. appraisal, satisfactory to the lender(s), has been completed or the lender(s) has waived the appraisal and stating
81. conditions required by lender(s) to close the loan.

82. Upon delivery of the Written Statement to Seller, or licensee representing or assisting Seller, the obligation for
83. satisfying all conditions required by mortgage originator(s) or lender(s), except those conditions specified below,
84. are deemed accepted by Buyer:
85. (a) work orders agreed to be completed by Seller;
86. (b) any other financing terms agreed to be completed by Seller here; and
87. (c) any contingency for the sale and closing of Buyer’s property pursuant to this Purchase Agreement.

PURCHASE AGREEMENT

91. Property located at _____.

92. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the stated closing date for
93. ANY REASON relating to financing, including, but not limited to interest rate and discount points, if any, then Seller
94. may, at Seller's option, declare this Purchase Agreement canceled, in which case this Purchase Agreement is
95. canceled. If Seller declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
96. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to
97. be forfeited to Seller as liquidated damages. In the alternative, Seller may seek all other remedies allowed by law.

98. Notwithstanding the language in the preceding paragraph, Seller may not declare this Purchase Agreement
99. canceled if the reason this Purchase Agreement does not close was due to:

- 100. (a) Seller's failure to complete work orders to the extent required by this Purchase Agreement;
- 101. (b) Seller's failure to complete any other financing terms agreed to be completed by Seller here; or
- 102. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement, except
- 103. as specified in the contingency for sale and closing of Buyer's property.

104. If the Written Statement is not provided by the date specified on line 77, Seller may, at Seller's option, declare this
105. Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement,
106. in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase Agreement canceled,
107. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
108. directing all earnest money paid here to be **RETAINED BY SELLER** **REFUNDED TO BUYER.**
-----*(Check one.)*-----

109. If the Written Statement is not provided, and Seller has not previously canceled this Purchase Agreement, this
110. Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Seller
111. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
112. money paid here to be **RETAINED BY SELLER** **REFUNDED TO BUYER.**
-----*(Check one.)*-----

113. **LOCKING OF MORTGAGE INTEREST RATE ("RATE"):** The Rate shall be locked with the lender(s) by Buyer:
114. *(Check one.)*

- 115. **WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE DATE; OR**
- 116. **AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).**

117. **LENDER COMMITMENT WORK ORDERS:** Seller agrees to pay up to \$ _____ to make
118. repairs as required by the lender commitment. If the lender commitment is subject to any work orders for which the
119. cost of making said repairs shall exceed this amount, Seller shall have the following options:

- 120. (a) making the necessary repairs; or
- 121. (b) negotiating the cost of making said repairs with Buyer; or
- 122. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Seller
123. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
124. money paid here to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs or escrow
125. amounts related thereto above the amount specified on line 116 of this Purchase Agreement.

126. **SELLER** **BUYER** agrees to pay any reinspection fee required by Buyer's lender(s).
-----*(Check one.)*-----

127. **FHA ESCAPE CLAUSE (FHA Financing only):** "It is expressly agreed that, notwithstanding any other provisions
128. of this contract, the purchaser shall not be obligated to complete the purchase of the Property described here or to incur
129. any penalty by forfeiture of earnest money deposits or otherwise, unless the purchaser has been given in accordance
130. with the Department of Housing and Urban Development ("HUD")/FHA or DVA requirements a written statement by the
131. Federal Housing Commissioner, Department of Veterans' Affairs, or a Direct Endorsement lender setting forth the
132. appraised value of the Property as not less than \$ _____ .
(sale price)

133. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard
134. to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage
135. HUD will insure; HUD does not warrant the value nor the condition of the Property. The purchaser should satisfy himself/
136. herself that the price and condition of the Property are acceptable."

PURCHASE AGREEMENT

137. Page 4 Date _____

138. Property located at _____.

139. **LENDER PROCESSING FEES (FHA, DVA Financing Only):** Seller agrees to pay Buyer's closing fees and

140. miscellaneous processing fees which cannot be charged to Buyer, not to exceed \$ _____.

141. This amount is in addition to Seller's Contributions to Buyer's Costs, if applicable.

142. **DVA FUNDING FEE (DVA Financing only):** Pursuant to federal regulations, a one-time Funding Fee based on loan
143. amount must be paid at the closing of this transaction as follows:

144. _____ paid by Buyer **AT CLOSING** **ADDED TO MORTGAGE AMOUNT**
------(Check one.)-----

145. _____ paid by Seller

146. **NOTE: DVA regulations limit the fees and charges Buyer can pay to obtain a DVA loan.**

147. **DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CLAUSE (DVA Financing only):** "It is expressly agreed that,
148. notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest
149. money or otherwise be obligated to complete the purchase of the Property described here, if the contract purchase
150. price or cost exceeds the reasonable value of this Property established by the Department of Veterans' Affairs. The
151. purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without
152. regard to the amount of reasonable value established by the Department of Veterans' Affairs."

153. **NOTE: Verify DVA requirements relating to payment of all special assessments levied and pending, and**
154. **annual installments of special assessments certified to yearly taxes.**

155. **OTHER MORTGAGE FINANCING ITEMS:** _____

156. _____

SELLER'S CONTRIBUTIONS TO BUYER'S COSTS:

158. Seller **IS** **IS NOT** contributing to Buyer's costs. If answer is **IS**, Seller agrees to pay at closing, up to: (Check one.)
------(Check one.)-----

159. \$ _____

160. _____ percent (%) of the sale price

161. towards Buyer's closing fees, title service fees, title searches, title examinations, abstracting, lender's title insurance,
162. owner's title insurance, prepaid items, other Buyer's costs allowable by lender, if any, and/or mortgage discount points. Any
163. amount of Seller's contribution that exceeds Buyer's allowable costs, or which cannot be used because Seller's
164. contribution exceeds the maximum Seller contribution allowed by law or by mortgage requirements, shall be retained
165. by Seller.

166. **NOTE: The amount paid by Seller cannot exceed the maximum Seller contribution allowed by FHA, DVA, or**
167. **lender. All funds paid by Seller on behalf of Buyer must be stated on the Closing Disclosure at closing.**

INSPECTIONS:

169. Buyer has been made aware of the availability of Property inspections. Buyer **ELECTS** **DECLINES** to have a
170. Property inspection performed at Buyer's expense. ------(Check one.)-----

171. This Purchase Agreement **IS** **IS NOT** contingent upon any inspection(s) of the Property obtained by Buyer to
------(Check one.)-----

172. determine its condition, including any non-intrusive testing or any intrusive testing as allowed pursuant to this Purchase
173. Agreement.

174. Any inspection(s) or test(s) shall be done by an inspector(s) or tester(s) of Buyer's choice. **Buyer shall satisfy Buyer**
175. **as to the qualifications of the inspector(s) or tester(s).** For purposes of this Purchase Agreement, "intrusive testing"
176. shall mean any testing, inspection(s), or investigation(s) that changes the Property from its original condition or
177. otherwise damages the Property.

178. Seller **DOES** **DOES NOT** agree to allow Buyer to perform intrusive testing or inspection(s).
------(Check one.)-----

179. If answer is **DOES**, Buyer agrees that the Property shall be returned to the same condition it was in prior to Buyer's
180. intrusive testing at Buyer's sole expense.

PURCHASE AGREEMENT

182. Property located at _____.

183. Seller will provide access to attic(s) and crawlspace(s).

184. Within _____ Calendar Days of Final Acceptance Date, all inspection(s), test(s), and resulting negotiations, if any,
185. shall be done ("Inspection Period").

186. If this Purchase Agreement is contingent upon inspection, Buyer may cancel this Purchase Agreement based on the
187. inspection(s) or test result(s) by providing written notice to Seller, or licensee representing or assisting Seller, of Buyer's
188. election to cancel no later than the end of the Inspection Period. If Buyer cancels this Purchase Agreement, then the
189. Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement*
190. confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. If Buyer does not
191. cancel this Purchase Agreement before the end of the Inspection Period, then this Inspection Contingency shall be
192. deemed removed and this Purchase Agreement shall be in full force and effect.

193. **OTHER INSPECTION ITEMS:** _____

194. _____

195. _____

196. _____

SALE OF BUYER'S PROPERTY:

197. (Check one.)

199. 1. This Purchase Agreement is subject to an *Addendum to Purchase Agreement: Sale of Buyer's Property*
200. *Contingency* for the sale of Buyer's property. (If checked, see attached *Addendum*.)

201. OR

202. 2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at
203. _____, which is scheduled to close on

204. _____ pursuant to a fully executed purchase agreement. If Buyer's
205. property does not close by the closing date specified in this Purchase Agreement, this Purchase Agreement
206. is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said
207. cancellation and directing all earnest money paid here to be refunded to Buyer. The language in this paragraph
208. supersedes any other provision to the contrary in any financing contingency made a part of this Purchase
209. Agreement, if applicable.

210. OR

211. 3. Buyer represents that Buyer has the financial ability to perform on this Purchase Agreement without the sale
212. and closing on any other property.

REAL ESTATE TAXES/SPECIAL ASSESSMENTS:

214. **REAL ESTATE TAXES:** Seller shall pay on the date of closing all real estate taxes due and payable in all prior years
215. including all penalties and interest.

216. Buyer shall pay **PRORATED FROM DAY OF CLOSING** **ALL** **NONE** _____ /12ths OF real estate taxes
------(Check one.)-----
217. due and payable in the year of closing.

218. Seller shall pay **PRORATED TO DAY OF CLOSING** **ALL** **NONE** _____ /12ths OF real estate taxes due and
------(Check one.)-----
219. payable in the year of closing.

220. If the Property tax status is a part- or non-homestead classification in the year of closing, Seller **SHALL** **SHALL NOT**
------(Check one.)-----
221. pay the difference between the homestead and non-homestead.

222. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which
223. is not otherwise here provided. No representations are made concerning the amount of subsequent real estate taxes.

PURCHASE AGREEMENT

224. Page 6 Date _____

225. Property located at _____.

226. DEFERRED TAXES/SPECIAL ASSESSMENTS:

227. **BUYER SHALL PAY** **SELLER SHALL PAY** on date of closing any deferred real estate taxes (e.g., Green
------(Check one.)-----

228. Acres) or special assessments, payment of which is required as a result of the closing of this sale.

229. **BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING** **SELLER SHALL PAY ON**
------(Check one.)-----

230. **DATE OF CLOSING** all installments of special assessments certified for payment, with the real estate taxes due and
231. payable in the year of closing.

232. **BUYER SHALL ASSUME** **SELLER SHALL PAY** on date of closing all other special assessments levied as
------(Check one.)-----

233. of the Date of this Purchase Agreement.

234. **BUYER SHALL ASSUME** **SELLER SHALL PROVIDE FOR PAYMENT OF** special assessments pending as
------(Check one.)-----

235. of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's
236. provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments
237. or less, as required by Buyer's lender.)

238. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
239. which is not otherwise here provided.

240. As of the Date of this Purchase Agreement, Seller represents that Seller **HAS** **HAS NOT** received a notice
------(Check one.)-----

241. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
242. against the Property. Any such notice received by Seller after the Date of this Purchase Agreement and before closing
243. shall be provided to Buyer immediately. If such notice is issued after the Date of this Purchase Agreement and on
244. or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide
245. for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare
246. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
247. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
248. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
249. directing all earnest money paid here to be refunded to Buyer.

ADDITIONAL PROVISIONS:

251. **PREVIOUSLY EXECUTED PURCHASE AGREEMENT:** This Purchase Agreement **IS** **IS NOT** subject to
------(Check one.)-----

252. cancellation of a previously executed purchase agreement dated _____.

253. (If answer is **IS**, said cancellation shall be obtained no later than _____.

254. If said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall immediately
255. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to
256. be refunded to Buyer.)

257. **DEED/MARKETABLE TITLE:** Upon performance by Buyer, Seller shall deliver a: (Check one.)

258. **WARRANTY DEED** **PERSONAL REPRESENTATIVE'S DEED** **CONTRACT FOR DEED** **TRUSTEE'S DEED**

259. **OTHER:** _____ **DEED** joined in by spouse, if any, conveying marketable title, subject to

- 260. (a) building and zoning laws, ordinances, and state and federal regulations;
- 261. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;
- 262. (c) reservation of any mineral rights by the State of Minnesota;
- 263. (d) utility and drainage easements which do not interfere with existing improvements;
- 264. (e) **rights of tenants as follows** (unless specified, not subject to tenancies): _____

265. _____ ; and

266. (f) others (must be specified in writing): _____

267. _____.

PURCHASE AGREEMENT

268. Page 7 Date _____

269. Property located at _____.
270. **POSSESSION:** Seller shall deliver possession of the Property: *(Check one.)*
271. **IMMEDIATELY AFTER CLOSING;** or
272. **OTHER:** _____.
273. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property
274. by possession date.
275. **LINKED DEVICES:** Seller warrants that Seller shall permanently disconnect or discontinue Seller's access or service
276. to any device or system on or serving the property that is connected or controlled wirelessly, via internet protocol ("IP")
277. to a router or gateway or directly to the cloud no later than delivery of possession as specified in this Purchase
278. Agreement.
279. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity, and
280. natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of
281. fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.
282. **TITLE AND EXAMINATION:** As quickly as reasonably possible after Final Acceptance Date:
283. (a) Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property, if
284. in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or
285. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or
286. assisting Seller, upon cancellation of this Purchase Agreement; and
287. (b) Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including
288. but not limited to title searches, title examinations, abstracting, a title insurance commitment, or an attorney's
289. title opinion at Buyer's selection and cost and provide a copy to Seller.
290. Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs
291. and fees necessary to convey marketable title including obtaining and recording all required documents, subject to
292. the following:
293. In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty
294. (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In
295. addition to the thirty (30)-day extension, Buyer and Seller may, by mutual agreement, further extend the closing
296. date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to
297. the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is
298. canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
299. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to
300. be refunded to Buyer.
301. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land
302. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller
303. warrants that the legal description of the real property to be conveyed has been or shall be approved for recording
304. as of the date of closing. Seller warrants that the buildings are or shall be constructed entirely within the boundary
305. lines of the Property. Seller warrants that there is a right of access to the Property from a public right-of-way.
306. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor, materials,
307. machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with
308. construction, alteration, or repair of any structure on, or improvement to, the Property.
309. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation
310. proceedings, or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller
311. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any
312. such notices received by Seller shall be provided to Buyer immediately. Discriminatory restrictive covenants (e.g.
313. provisions against conveyance of property to any person of a specified religious faith, creed, national origin, race, or
314. color) are illegal and unenforceable. An owner of real property may permanently remove such restrictive covenants
315. from the title by recording a statutory form in the office of the county recorder of any county where the property is located.
316. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided
317. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of
318. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.
319. **ACCESS AGREEMENT:** Seller agrees to allow reasonable access to the Property for performance of any surveys or
320. inspections agreed to here.

PURCHASE AGREEMENT

321. Page 8 Date _____

322. Property located at _____.
323. **RISK OF LOSS:** If there is any loss or damage to the Property between the Date of this Purchase Agreement and
324. the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be
325. on Seller. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement
326. is canceled, at Buyer's option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels
327. this Purchase Agreement, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming
328. said cancellation and directing all earnest money paid here to be refunded to Buyer.
329. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
330. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (Calendar or Business Days as specified)
331. following the occurrence of the event specified and includes subsequent days (Calendar or Business Days as specified)
332. ending at 11:59 P.M. on the last day.
333. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless
334. stated elsewhere by the parties in writing.
335. **CALENDAR DAYS:** "Calendar Days" include Saturdays, Sundays, and state and federal holidays. For purposes of
336. this Agreement, any reference to "days" means "Calendar Days" unless otherwise required by law.
337. **RELEASE OF EARNEST MONEY:** Buyer and Seller agree that the Earnest Money Holder shall release earnest money
338. from the Earnest Money Holder's trust account:
339. (a) at or upon the successful closing of the Property;
340. (b) pursuant to written agreement between the parties, which may be reflected in a *Cancellation of Purchase*
341. *Agreement* executed by both Buyer and Seller;
342. (c) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or
343. (d) upon receipt of a court order.
344. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any
345. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and
346. Seller shall affirm the same by a written cancellation agreement.
347. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the provisions
348. of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller defaults in any
349. of the agreements here or there exists an unfulfilled condition after the date specified for fulfillment, either party may
350. cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided here that this Purchase
351. Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory Cancellation under MN
352. Statute 559.217, Subd. 4.
353. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages
354. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific
355. performance, such action must be commenced within six (6) months after such right of action arises.
356. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender
357. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained
358. by contacting the local law enforcement offices in the community where the Property is located or the Minnesota
359. Department of Corrections at (651) 361-7200, or from the Department of Corrections web site at
360. www.corr.state.mn.us.

361. **BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO**
362. **ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF**
363. **THIS PURCHASE AGREEMENT.**
364. BUYER HAS RECEIVED A: (Check any that apply.) **DISCLOSURE STATEMENT: SELLER'S PROPERTY**
365. **DISCLOSURE STATEMENT** OR A **DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES** FORM.
366. **DESCRIPTION OF PROPERTY CONDITION:** See *Disclosure Statement: Seller's Property Disclosure Statement* or
367. *Disclosure Statement: Seller's Disclosure Alternatives* for description of disclosure responsibilities and limitations, if
368. any.
369. **BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.**
370. BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY
371. AND ITS CONTENTS.

PURCHASE AGREEMENT

373. Property located at _____.

374. **(Check appropriate boxes.)**

375. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

376. **CITY SEWER** **YES** **NO** / **CITY WATER** **YES** **NO**

377. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

378. SELLER **DOES** **DOES NOT** KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR
 -----(Check one.)-----

379. SERVING THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure*

380. *Statement: Subsurface Sewage Treatment System.*)

381. **PRIVATE WELL**

382. SELLER **DOES** **DOES NOT** KNOW OF A WELL ON OR SERVING THE PROPERTY.
 -----(Check one.)-----

383. (If answer is **DOES** and well is located on the Property, see *Disclosure Statement: Well.*)

384. THIS PURCHASE AGREEMENT **IS** **IS NOT** SUBJECT TO AN **ADDENDUM TO PURCHASE AGREEMENT:**
 -----(Check one.)-----

385. *SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.*

386. (If answer is **IS**, see attached *Addendum.*)

387. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**

388. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE**

389. **TREATMENT SYSTEM.**

390. **HOME PROTECTION/WARRANTY PLAN:** Buyer and Seller are advised to investigate the various home protection/
 391. warranty plans available for purchase. Different home protection/warranty plans have different coverage options,
 392. exclusions, limitations, and service fees. Most plans exclude pre-existing conditions. (Check one.)

393. A Home Protection/Warranty Plan will be obtained by **BUYER** **SELLER** and paid for by
 -----(Check one.)-----

394. **BUYER** **SELLER** to be issued by _____
 -----(Check one.)-----

395. at a cost not to exceed \$ _____ .

396. No Home Protection/Warranty Plan is negotiated as part of this Purchase Agreement. However, Buyer may elect
 397. to purchase a Home Protection/Warranty Plan.

398. **AGENCY NOTICE**

399. _____ is **Seller's Agent** **Buyer's Agent** **Dual Agent** **Facilitator.**
 (Licensee) -----(Check one.)-----

400. _____
 (Real Estate Company Name)

401. _____ is **Seller's Agent** **Buyer's Agent** **Dual Agent** **Facilitator.**
 (Licensee) -----(Check one.)-----

402. _____
 (Real Estate Company Name)

403. **THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.**

PURCHASE AGREEMENT

404. Page 10 Date _____

405. Property located at _____

406. **DUAL AGENCY REPRESENTATION**

407. **PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:**

408. Dual Agency representation ***DOES NOT*** apply in this transaction. *Do not complete lines 408-424.*

409. Dual Agency representation ***DOES*** apply in this transaction. *Complete the disclosure in lines 409-424.*

410. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates a
 411. dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because
 412. the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating **exclusively** for
 413. either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).
 414. Seller(s) and Buyer(s) acknowledge that

415. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will
 416. remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other
 417. information will be shared;

418. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
 419. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of
 420. the sale.

421. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker
 422. and its salesperson to act as dual agents in this transaction.

423. Seller _____ Buyer _____

424. Seller _____ Buyer _____

425. Date _____ Date _____

426. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the
 427. cash outlay at closing or reduce the proceeds from the sale.

428. **SETTLEMENT STATEMENT:** Buyer and Seller authorize the title company, escrow agent, and/or their representatives
 429. to disclose and provide copies of the disbursing agent’s settlement statement to the real estate licensees involved
 430. in the transaction at the time these documents are provided to Buyer and Seller.

431. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (“FIRPTA”):** Section 1445 of the Internal Revenue Code
 432. provides that a transferee (“Buyer”) of a United States real property interest must be notified in writing and must withhold
 433. tax if the transferor (“Seller”) is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller
 434. agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

435. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a “foreign person” (as the same
 436. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive
 437. the closing and delivery of the deed.

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

441. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer’s responsibility for
 442. withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding FIRPTA**
 443. **compliance, as the respective licensee’s representing or assisting either party will be unable to assure either**
 444. **party whether the transaction is exempt from FIRPTA withholding requirements.**

PURCHASE AGREEMENT

446. Property located at _____

447. **FULLY EXECUTED PURCHASE AGREEMENT AND FINAL ACCEPTANCE:** To be binding, this Purchase Agreement
448. and all addenda must be fully executed by both parties and a copy must be delivered.

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

451. **ENTIRE AGREEMENT:** This Purchase Agreement and all addenda and amendments signed by the parties shall
452. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and
453. Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this
454. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Seller and
455. Buyer or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase
456. Agreement.

457. **SURVIVAL:** All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract
458. for deed.

459. **DATE OF THIS PURCHASE AGREEMENT:** Date of this Purchase Agreement to be defined as the date on line one
460. (1) of this Purchase Agreement.

461. **OTHER:** _____

462. _____

463. _____

464. _____

465. _____

466. _____

467. _____

468. _____

469. _____

470. _____

471. **ADDENDA:** The following addenda are attached and made a part of this Purchase Agreement.

472. **NOTE:** Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement.

- 473. Addendum to Purchase Agreement
- 474. Addendum to Purchase Agreement: Additional Signatures
- 475. Addendum to Purchase Agreement: Assumption Financing
- 476. Addendum to Purchase Agreement: Buyer Move-In Agreement
- 477. Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability
- 478. Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community ("CIC")
- 479. Addendum to Purchase Agreement: Contract for Deed Financing
- 481. Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards
- 482. Addendum to Purchase Agreement: Sale of Buyer's Property Contingency
- 483. Addendum to Purchase Agreement: Seller's Rent Back Agreement
- 484. Addendum to Purchase Agreement: Seller's Purchase/Lease Contingency
- 485. Addendum to Purchase Agreement: Short Sale Contingency
- 486. Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Water Inspection Contingency
- 487. Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Water Inspection Contingency
- 488. Other: _____

PURCHASE AGREEMENT

489. Page 12 Date _____

490. Property located at _____

491. I agree to sell the Property for the price and on the
492. terms and conditions set forth above.

493. **I have reviewed all pages of this Purchase**
494. **Agreement.**

I agree to purchase the Property for the price and on
the terms and conditions set forth above.

I have reviewed all pages of this Purchase
Agreement.

495. **If checked, this Purchase Agreement is subject to**
496. **attached Addendum to Purchase Agreement:**
497. **Counteroffer and the Final Acceptance Date shall be**
498. **noted on the Addendum.**

499. **FIRPTA:** Seller represents and warrants, under penalty
500. of perjury, that Seller **IS** **IS NOT** a foreign person (i.e., a
-----*(Check one.)*-----

501. non-resident alien individual, foreign corporation, foreign
502. partnership, foreign trust, or foreign estate for purposes of
503. income taxation. (See lines 430-443.) This representation
504. and warranty shall survive the closing of the transaction
505. and the delivery of the deed.

506. **X** _____ **X** _____
(Seller's Signature) (Date) (Buyer's Signature) (Date)

507. **X** _____ **X** _____
(Seller's Printed Name) (Buyer's Printed Name)

508. **X** _____ **X** _____
(Seller's Signature) (Date) (Buyer's Signature) (Date)

509. **X** _____ **X** _____
(Seller's Printed Name) (Buyer's Printed Name)

510. **FINAL ACCEPTANCE DATE:** _____ The Final Acceptance Date
511. is the date on which the fully executed Purchase Agreement is delivered.

512. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
513. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

514. **I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE DISCLOSURE**
515. **STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT,**
516. **WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT SEPARATE FROM THIS PURCHASE AGREEMENT.**

517. **SELLER(S)** _____ **BUYER(S)** _____

518. **SELLER(S)** _____ **BUYER(S)** _____



**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

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- 1. Date _____
- 2. Page 1

3. BUYER(S): _____
4. _____

5. Buyer's earnest money in the amount of _____
6. _____ Dollars (\$ _____)

7. shall be delivered to listing broker, or, if checked, to _____ no later than two (2) Business
Days after Final Acceptance Date. Buyer and Seller agree that earnest money shall be deposited in the trust account of Earnest Money Holder as specified above within three (3) Business Days of receipt of the earnest money or Final Acceptance Date, whichever is later.

8. _____
9. _____
10. _____

11. Said earnest money is part payment for the purchase of the property located at

12. Street Address: _____

13. City of _____, County of _____ State of Minnesota,

14. Zip Code _____, legally described as _____

15. _____

16. _____

17. including all fixtures, if any, **AND** including the following personal property, if any, which shall be transferred with no additional monetary value, and free and clear of all liens and encumbrances:

18. _____

19. _____

20. _____

21. _____ (collectively the "Property").

22. Notwithstanding the foregoing, the following item(s) are excluded from the purchase:

23. _____

PURCHASE PRICE:

24. Seller has agreed to sell the Property to Buyer for the sum of (\$ _____)

25. _____

26. _____ Dollars,

27. which Buyer agrees to pay in the following manner:

28. 1. _____ percent (%) of the sale price in **CASH**, or more in Buyer's sole discretion, including earnest money;

29. 2. _____ percent (%) of the sale price in **MORTGAGE FINANCING**. (See following Mortgage Financing section.)

30. 3. _____ percent (%) of the sale price by **ASSUMING** Seller's current mortgage. (See attached *Addendum to Purchase Agreement: Assumption Financing*.)

31. 4. _____ percent (%) of the sale price by **CONTRACT FOR DEED**. (See attached *Addendum to Purchase Agreement: Contract for Deed Financing*.)

CLOSING DATE:

32. The date of closing shall be _____ .

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

38. Page 2 Date _____

39. Property located at _____.

MORTGAGE FINANCING:

40. This Purchase Agreement IS IS NOT subject to the mortgage financing provisions below. If IS, complete the
-----*(Check one.)*-----

41. **MORTGAGE FINANCING** section below. If IS NOT, proceed to the **SELLER'S CONTRIBUTIONS TO BUYER'S COSTS** section.

42. Such mortgage financing shall be: *(Check one.)*

43. **FIRST MORTGAGE only** **FIRST MORTGAGE AND SUBORDINATE FINANCING.**

44. Buyer shall apply for and secure, at Buyer's expense, a: *(Check all that apply.)*

45. **CONVENTIONAL OR PRIVATELY INSURED CONVENTIONAL**

46. **DEPARTMENT OF VETERANS' AFFAIRS ("DVA") GUARANTEED**

47. **FEDERAL HOUSING ADMINISTRATION ("FHA") INSURED**

48. **UNITED STATES DEPARTMENT OF AGRICULTURE ("USDA") RURAL DEVELOPMENT**

49. **OTHER** _____

50. mortgage in the amount stated in this Purchase Agreement, amortized over a period of not more than
51. _____ years, with an initial interest rate at no more than _____ percent (%) per annum. The mortgage
52. application **IS TO BE MADE WITHIN FIVE (5) BUSINESS DAYS** after the Final Acceptance Date. Buyer agrees to
53. use best efforts to secure a commitment for such financing and to execute all documents required to consummate
54. said financing.

55. **MORTGAGE FINANCING CONTINGENCY:** This Purchase Agreement is contingent upon the following and applies
56. to the first mortgage and any subordinate financing. *(Check one.)*

57. If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does not
58. close on the closing date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately
59. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here
60. to be **REFUNDED TO BUYER** **FORFEITED TO SELLER.**
61. -----*(Check one.)*-----

62. **NOTE:** If this Purchase Agreement is subject to DVA or FHA financing, **FORFEITED TO SELLER** may be
63. prohibited. See the following DVA and FHA Escape Clauses.

64. OR

65. Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on
66. or before _____.

67. For purposes of this Contingency, "**Written Statement**" means a Written Statement prepared by Buyer's mortgage
68. originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified in this
69. Purchase Agreement, including both the first mortgage and any subordinate financing, if any, and stating that an
70. appraisal, satisfactory to the lender(s), has been completed or the lender(s) has waived the appraisal and stating
71. conditions required by lender(s) to close the loan.

72. Upon delivery of the Written Statement to Seller, or licensee representing or assisting Seller, the obligation for
73. satisfying all conditions required by mortgage originator(s) or lender(s), except those conditions specified below,
74. are deemed accepted by Buyer:

75. (a) work orders agreed to be completed by Seller;

76. (b) any other financing terms agreed to be completed by Seller here; and

77. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement.

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

79. Page 3 Date _____

80. Property located at _____.

81. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the stated closing date for
82. ANY REASON relating to financing, including, but not limited to interest rate and discount points, if any, then Seller
83. may, at Seller's option, declare this Purchase Agreement canceled, in which case this Purchase Agreement is
84. canceled. If Seller declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
85. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to
86. be forfeited to Seller as liquidated damages. In the alternative, Seller may seek all other remedies allowed by law.

87. Notwithstanding the language in the preceding paragraph, Seller may not declare this Purchase Agreement
88. canceled if the reason this Purchase Agreement does not close was due to:

89. (a) Seller's failure to complete work orders to the extent required by this Purchase Agreement;
90. (b) Seller's failure to complete any other financing terms agreed to be completed by Seller here; or
91. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement, except
92. as specified in the contingency for sale and closing of Buyer's property.

93. If the Written Statement is not provided by the date specified on line 66, Seller may, at Seller's option, declare this
94. Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement,
95. in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase Agreement
96. canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation
97. and directing all earnest money paid here to be **RETAINED BY SELLER** **REFUNDED TO BUYER.**

-----*(Check one.)*-----

98. If the Written Statement is not provided, and Seller has not previously canceled this Purchase Agreement, this
99. Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Seller
100. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all
101. earnest money paid here to be **RETAINED BY SELLER** **REFUNDED TO BUYER.**

-----*(Check one.)*-----

102. **LOCKING OF MORTGAGE INTEREST RATE ("RATE"):** The Rate shall be locked with the lender(s) by Buyer:
103. *(Check one.)*

104. **WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE DATE; OR**
105. **AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).**

106. **LENDER COMMITMENT WORK ORDERS:** Seller agrees to pay up to \$ _____ to
107. make repairs as required by the lender commitment. If the lender commitment is subject to any work orders for which
108. the cost of making said repairs shall exceed this amount, Seller shall have the following options:

109. (a) making the necessary repairs; or
110. (b) negotiating the cost of making said repairs with Buyer; or
111. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Seller
112. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all
113. earnest money paid here to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs
114. or escrow amounts related thereto above the amount specified on line 105 of this Purchase Agreement.

115. **SELLER** **BUYER** agrees to pay any reinspection fee required by Buyer's lender(s).

-----*(Check one.)*-----

116. **FHA ESCAPE CLAUSE (FHA Financing only):** "It is expressly agreed that, notwithstanding any other provisions
117. of this contract, the purchaser shall not be obligated to complete the purchase of the Property described here or to
118. incur any penalty by forfeiture of earnest money deposits or otherwise, unless the purchaser has been given in
119. accordance with the Department of Housing and Urban Development ("HUD")/FHA or DVA requirements a written
120. statement by the Federal Housing Commissioner, Department of Veterans' Affairs, or a Direct Endorsement lender

121. setting forth the appraised value of the Property as not less than \$ _____ .
(sale price)

122. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard
123. to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage
124. HUD will insure; HUD does not warrant the value nor the condition of the Property. The purchaser should satisfy
125. himself/herself that the price and condition of the Property are acceptable."

126. **LENDER PROCESSING FEES (FHA, DVA Financing Only):** Seller agrees to pay Buyer's closing fees and
127. miscellaneous processing fees which cannot be charged to Buyer, not to exceed \$ _____ .

128. This amount is in addition to Seller's Contributions to Buyer's Costs, if applicable.

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

129. Page 4 Date _____

130. Property located at _____.

131. **DVA FUNDING FEE (DVA Financing only):** Pursuant to federal regulations, a one-time Funding Fee based on loan
132. amount must be paid at the closing of this transaction as follows:

133. _____ paid by Buyer **AT CLOSING** **ADDED TO MORTGAGE AMOUNT**
------(Check one.)-----

134. _____ paid by Seller

135. **NOTE: DVA regulations limit the fees and charges Buyer can pay to obtain a DVA loan.**

136. **DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CLAUSE (DVA Financing only):** "It is expressly agreed that,
137. notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest
138. money or otherwise be obligated to complete the purchase of the Property described here, if the contract purchase
139. price or cost exceeds the reasonable value of this Property established by the Department of Veterans' Affairs. The
140. purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without
141. regard to the amount of reasonable value established by the Department of Veterans' Affairs."

142. **NOTE: Verify DVA requirements relating to payment of all special assessments levied and pending, and**
143. **annual installments of special assessments certified to yearly taxes.**

144. **OTHER MORTGAGE FINANCING ITEMS:** _____

145. _____

SELLER'S CONTRIBUTIONS TO BUYER'S COSTS:

147. Seller **IS** **IS NOT** contributing to Buyer's costs. If answer is **IS**, Seller agrees to pay at closing, up to: *(Check one.)*
------(Check one.)-----

148. \$ _____

149. _____ percent (%) of the sale price
150. towards Buyer's closing fees, title service fees, title searches, title examinations, abstracting, lender's title insurance,
151. owner's title insurance, prepaid items, other Buyer's costs allowable by lender, if any, and/or mortgage discount points. Any
152. amount of Seller's contribution that exceeds Buyer's allowable costs, or which cannot be used because Seller's
153. contribution exceeds the maximum Seller contribution allowed by law or by mortgage requirements, shall be retained
154. by Seller.

155. **NOTE: The amount paid by Seller cannot exceed the maximum Seller contribution allowed by FHA, DVA, or**
156. **lender. All funds paid by Seller on behalf of Buyer must be stated on the Closing Disclosure at closing.**

SALE OF BUYER'S PROPERTY:

157. _____
158. *(Check one.)*

159. 1. This Purchase Agreement is subject to an *Addendum to Purchase Agreement: Sale of Buyer's Property*
160. *Contingency* for the sale of Buyer's property. (If checked, see attached *Addendum*.)

161. OR

162. 2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at
163. _____, which is scheduled to close on

164. _____ pursuant to a fully executed purchase agreement. If Buyer's
165. property does not close by the closing date specified in this Purchase Agreement, this Purchase Agreement
166. is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said
167. cancellation and directing all earnest money paid here to be refunded to Buyer. The language in this paragraph
168. supersedes any other provision to the contrary in any financing contingency made a part of this Purchase
169. Agreement, if applicable.

170. OR

171. 3. Buyer represents that Buyer has the financial ability to perform on this Purchase Agreement without the sale
172. and closing on any other property.

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

173. Page 5 Date _____

174. Property located at _____.

175. **REAL ESTATE TAXES/SPECIAL ASSESSMENTS:**

176. **REAL ESTATE TAXES:** Seller shall pay on the date of closing all real estate taxes due and payable in all prior years
177. including all penalties and interest.

178. Buyer shall pay **PRORATED FROM DAY OF CLOSING** **ALL** **NONE** _____ /12ths **OF** real estate
------(Check one.)-----

179. taxes due and payable in the year of closing.

180. Seller shall pay **PRORATED TO DAY OF CLOSING** **ALL** **NONE** _____ /12ths **OF** real estate taxes
------(Check one.)-----

181. due and payable in the year of closing.

182. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which
183. is not otherwise here provided. No representations are made concerning the amount of subsequent real estate
184. taxes.

185. **DEFERRED TAXES/SPECIAL ASSESSMENTS:**

186. **BUYER SHALL PAY** **SELLER SHALL PAY** on date of closing any deferred real estate taxes
------(Check one.)-----

187. (e.g. Green Acres) or special assessments, payment of which is required as a result of the closing of this sale.

188. **BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING** **SELLER SHALL PAY ON**
------(Check one.)-----

189. **DATE OF CLOSING** all installments of special assessments certified for payment, with the real estate taxes due and
190. payable in the year or closing.

191. **BUYER SHALL ASSUME** **SELLER SHALL PAY** on date of closing all other special assessments levied as
------(Check one.)-----

192. of the Date of this Purchase Agreement.

193. **BUYER SHALL ASSUME** **SELLER SHALL PROVIDE FOR PAYMENT OF** special assessments pending as
------(Check one.)-----

194. of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities.
195. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the
196. assessments or less, as required by Buyer's lender.)

197. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
198. which is not otherwise here provided.

199. As of the Date of this Purchase Agreement, Seller represents that Seller **HAS** **HAS NOT** received a notice
------(Check one.)-----

200. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
201. against the Property. Any such notice received by Seller after the Date of this Purchase Agreement and before
202. closing shall be provided to Buyer immediately. If such notice is issued after the Date of this Purchase Agreement and
203. on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide
204. for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare
205. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
206. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
207. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
208. directing all earnest money paid here to be refunded to Buyer.

209. **ADDITIONAL PROVISIONS:**

210. **PREVIOUSLY EXECUTED PURCHASE AGREEMENT:** This Purchase Agreement **IS** **IS NOT** subject to
------(Check one.)-----

211. cancellation of a previously executed purchase agreement dated _____.

212. (If answer is **IS**, said cancellation shall be obtained no later than _____).

213. If said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall
214. immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money
215. paid here to be refunded to Buyer.)

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

216. Page 6 Date _____

217. Property located at _____.

218. **SPECIAL CONTINGENCIES:** This Purchase Agreement is subject to the following contingencies, and if the
219. contingencies checked below are not satisfied or waived, in writing, by Buyer by _____,
220. this Purchase Agreement is canceled as of said date. Buyer and Seller shall immediately sign a *Cancellation of*
221. *Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to
222. Buyer.

223. (Select appropriate options a–k.)

224. (a) Buyer obtaining a physical inspection of the Property, satisfactory to Buyer.
225. (b) Buyer obtaining evidence of utility connections available, and costs for connection to the Property, satisfactory
226. to Buyer.
227. (c) **BUYER** **SELLER** shall provide a certificate of survey of the Property, at **BUYER** **SELLER**
------(Check one.)----- expense.
228.
229. (d) Buyer obtaining approval of city/township of proposed building plans and specifications at
230. **BUYER** **SELLER** expense.
------(Check one.)-----
231. (e) Buyer obtaining approval of city/township of proposed subdivision development plans at
232. **BUYER** **SELLER** expense.
------(Check one.)-----
233. (f) Buyer obtaining approval of city/township for rezoning or use permits at **BUYER** **SELLER** expense.
------(Check one.)-----
234. (g) Buyer obtaining, at **BUYER** **SELLER** expense, percolation tests which are acceptable to Buyer.
------(Check one.)-----
235. (h) Buyer obtaining, at **BUYER** **SELLER** expense, soil tests which indicate that the Property may be
236. improved without extraordinary building methods or cost.
237. (i) Buyer obtaining approval of building plans and/or specifications in accordance with any recorded subdivision
238. covenants and approval of the architectural control committee.
239. (j) Buyer obtaining, at **BUYER** **SELLER** expense, copies of all covenants, reservations, and restrictions
240. affecting the Property, satisfactory to Buyer.
------(Check one.)-----
241. (k) Other: _____
242. _____
243. _____
244. _____

245. Seller's expenses for these contingencies (if any) shall not exceed \$ _____.

246. **DEED/MARKETABLE TITLE:** Upon performance by Buyer, Seller shall deliver a: (Check one.)

247. **WARRANTY DEED** **PERSONAL REPRESENTATIVE'S DEED** **CONTRACT FOR DEED**

248. **TRUSTEE'S DEED** **Other:** _____ **Deed** joined in by spouse, if any, conveying
249. marketable title, subject to

250. (a) building and zoning laws, ordinances, state and federal regulations;
251. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;
252. (c) reservation of any mineral rights by the State of Minnesota;
253. (d) utility and drainage easements which do not interfere with existing improvements;
254. (e) **rights of tenants as follows** (unless specified, not subject to tenancies): _____
255. _____; and
256. (f) others (must be specified in writing): _____
257. _____

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

258. Page 7 Date _____

259. Property located at _____.
260. **POSSESSION:** Seller shall deliver possession of the Property: *(Check one.)*
261. **IMMEDIATELY AFTER CLOSING;** or
262. **OTHER:** _____.
263. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property
264. by possession date.
265. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity,
266. and natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining
267. gallons of fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.
268. **TITLE AND EXAMINATION:** Within a reasonable time period after Final Acceptance Date, Seller shall provide one of
269. the following title evidence options, at Seller's selection, which shall include proper searches covering bankruptcies,
270. state and federal judgments and liens, and levied and pending special assessments to Buyer or Buyer's designated
271. title service provider:
272. (a) A commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write
273. title insurance in Minnesota as selected by Buyer. Seller shall be responsible for the title search and exam costs
274. related to the commitment. Buyer shall be responsible for all additional costs related to the issuance of the title
275. insurance policy(ies), including but not limited to the premium(s), Buyer's name search and plat drawing, if
276. any. Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property,
277. if in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or
278. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or
279. assisting Seller, upon cancellation of this Purchase Agreement.
280. (b) An Abstract of Title certified to date if Abstract Property or a Registered Property Abstract ("RPA") certified to date
281. if Registered (Torrens) Property. Seller shall pay for the abstracting or RPA costs and deliver any abstract for
282. this Property in Seller's possession or control to Buyer or Buyer's designated title service provider. Any abstract
283. provided shall be immediately returned to Seller, or licensee representing or assisting Seller, upon cancellation of
284. this Purchase Agreement. If Property is Abstract and Seller does not have an abstract of title, Option (a) will
285. automatically apply.
286. Seller shall use Seller's best efforts to provide marketable title by the date of closing. In the event that Seller has not
287. provided marketable title by the date of closing, Seller shall have an additional thirty (30) days to make title marketable
288. or, in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the thirty (30)-day
289. extension, Buyer and Seller may by mutual agreement further extend the closing date. Lacking such extension,
290. either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee
291. representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares
292. this Purchase Agreement canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement*
293. confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.
294. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land
295. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. This
296. provision deals with the necessity of subdividing land to complete the sale of the Property described here in contrast
297. to the subdivision provision of lines 230-231 which deals with the future development plans of Buyer. Seller warrants
298. the legal description of the real Property to be conveyed has been or shall be approved for recording as of the date
299. of closing. Seller warrants that there is a right of access to the Property from a public right-of-way.
300. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor,
301. materials, machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing.
302. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation
303. proceedings or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller
304. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any
305. such notices received by Seller shall be provided to Buyer immediately. Discriminatory restrictive covenants (e.g.
306. provisions against conveyance of property to any person of a specified religious faith, creed, national origin, race, or
307. color) are illegal and unenforceable. An owner of real property may permanently remove such restrictive covenants
308. from the title by recording a statutory form in the office of the county recorder of any county where the property is located.

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

309. Page 8 Date _____

310. Property located at _____.
311. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided
312. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of
313. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.
314. **ACCESS AGREEMENT:** Seller agrees to allow Buyer reasonable access to the Property for performance of any
315. surveys, inspections or tests, or for water, sewer, gas, or electrical service hookup as agreed to here. Buyer shall
316. restore the premises to the same condition it was in prior to the surveys, inspections, or tests and pay for any
317. restoration costs relative thereto.
318. **RISK OF LOSS:** If there is any loss or damage to the Property between the Date of this Purchase Agreement and
319. the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall
320. be on Seller. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement
321. is canceled, at Buyer's option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels
322. this Purchase Agreement, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming
323. said cancellation and directing all earnest money paid here to be refunded to Buyer.
324. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
325. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (Calendar or Business Days as specified)
326. following the occurrence of the event specified and includes subsequent days (Calendar or Business Days as
327. specified) ending at 11:59 P.M. on the last day.
328. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state and federal holidays
329. unless stated elsewhere by the parties in writing.
330. **CALENDAR DAYS:** "Calendar Days" include Saturdays, Sundays, or state or federal holidays. For purposes of this
331. Agreement, any reference to "days" means "Calendar Days" unless otherwise required by law.
332. **RELEASE OF EARNEST MONEY:** Buyer and Seller agree that the Earnest Money Holder shall release earnest
333. money from the Earnest Money Holder's trust account:
334. (a) at or upon the successful closing of the Property;
335. (b) pursuant to written agreement between the parties, which may be reflected in a *Cancellation of Purchase*
336. *Agreement* executed by both Buyer and Seller;
337. (c) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or
338. (d) upon receipt of a court order.
339. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any
340. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and
341. Seller shall affirm the same by a written cancellation agreement.
342. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the
343. provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller
344. defaults in any of the agreements here or there exists an unfulfilled condition after the date specified for fulfillment,
345. either party may cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided here
346. that this Purchase Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory
347. Cancellation under MN Statute 559.217, Subd. 4.
348. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages
349. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific
350. performance, such action must be commenced within six (6) months after such right of action arises.
351. **NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety zone
352. with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are
353. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such
354. zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.
355. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender
356. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be
357. obtained by contacting the local law enforcement offices in the community where the Property is located
358. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web
359. site at www.corr.state.mn.us.

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

360. Page 9 Date _____

361. Property located at _____.
362. **SPECIAL DISCLOSURES:** Seller discloses, to the best of Seller's knowledge, that the Property described in this
363. Purchase Agreement consists of approximately _____ **ACRES** **SQUARE FEET** and is currently zoned
------(Check one.)-----
364. _____.
365. Seller discloses, to the best of Seller's knowledge, that the Property **IS** **IS NOT** in a designated flood zone.
------(Check one.)-----
366. Seller discloses, to the best of Seller's knowledge, that the Property **DOES** **DOES NOT** currently receive
------(Check one.)-----
367. preferential tax treatment (e.g. Green Acres, Managed Forest Land, Non-Profit Status, Rural Preserve, SFIA, etc.).
368. Seller discloses, to the best of Seller's knowledge, that the Property **IS** **IS NOT** enrolled in any federal, state, or
------(Check one.)-----
369. local governmental programs (e.g., conservation programs, CREP, CRP, EQIP, Green Acres, Managed Forest Land,
370. RIM, riparian buffers, Rural Preserve, SFIA, WRP/RIM-WRP, etc.).

371. **BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO**
372. **ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF THIS**
373. **PURCHASE AGREEMENT.**
374. BUYER HAS RECEIVED A: (Check any that apply.) **DISCLOSURE STATEMENT: VACANT LAND** OR A
375. **DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES** FORM.
376. **DESCRIPTION OF PROPERTY CONDITION:** See *Disclosure Statement: Vacant Land* or *Disclosure Statement:*
377. *Seller's Disclosure Alternatives* for description of disclosure responsibilities and limitations, if any.
378. **BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.**
379. **BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY.**

380. **PLEASE NOTE:** Buyer may incur additional charges improving the Property, including, but not limited to, hookup and/
381. or access charges; municipal charges; costs for sewer access, stubbing access, water access, park dedication, road
382. access, curb cuts, utility connection and connecting fees; and tree planting charges.

383. (Check appropriate boxes.)
384. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:
385. **CITY SEWER** **YES** **NO** / **CITY WATER** **YES** **NO**
386. **SUBSURFACE SEWAGE TREATMENT SYSTEM**
387. SELLER **DOES** **DOES NOT** KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR
------(Check one.)-----
388. SERVING THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure*
389. *Statement: Subsurface Sewage Treatment System*.)
390. **PRIVATE WELL**
391. SELLER **DOES** **DOES NOT** KNOW OF A WELL ON OR SERVING THE PROPERTY.
------(Check one.)-----
392. (If answer is **DOES** and well is located on the Property, see *Disclosure Statement: Well*.)
393. TO THE BEST OF SELLER'S KNOWLEDGE, THE PROPERTY **IS** **IS NOT** IN A SPECIAL WELL
------(Check one.)-----
394. CONSTRUCTION AREA.
395. THIS PURCHASE AGREEMENT **IS** **IS NOT** SUBJECT TO AN *ADDENDUM TO PURCHASE AGREEMENT*:
------(Check one.)-----
396. *SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.*
397. (If answer is **IS**, see attached *Addendum*.)
398. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**
399. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE**
400. **SEWAGE TREATMENT SYSTEM.**

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

401. Page 10 Date _____

402. Property located at _____.

403. **AGENCY NOTICE**
404. _____ is Seller's Agent Buyer's Agent Dual Agent Facilitator.
(Licensee) -----(Check one.)-----

405. _____
(Real Estate Company Name)

406. _____ is Seller's Agent Buyer's Agent Dual Agent Facilitator.
(Licensee) -----(Check one.)-----

407. _____
(Real Estate Company Name)

408. **THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.**

409. **DUAL AGENCY REPRESENTATION**

410. **PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:**

411. Dual Agency representation DOES NOT apply in this transaction. *Do not complete lines 411-427.*

412. Dual Agency representation DOES apply in this transaction. *Complete the disclosure in lines 412-427.*

413. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates a
414. dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because
415. the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for
416. either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).
417. Seller(s) and Buyer(s) acknowledge that

418. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will
419. remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other
420. information will be shared;

421. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and

422. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of
423. the sale.

424. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker
425. and its salesperson to act as dual agents in this transaction.

426. Seller _____ Buyer _____

427. Seller _____ Buyer _____

428. Date _____ Date _____

429. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the
430. cash outlay at closing or reduce the proceeds from the sale.

431. **SETTLEMENT STATEMENT:** Buyer and Seller authorize the title company, escrow agent, and/or their representatives
432. to disclose and provide copies of the disbursing agent's settlement statement to the real estate licensees involved
433. in the transaction at the time these documents are provided to Buyer and Seller.

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

434. Page 11 Date _____

435. Property located at _____.

436. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
437. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold
438. tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller
439. agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

440. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same
441. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive
442. the closing and delivery of the deed.

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

446. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for
447. withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding FIRPTA**
448. **compliance, as the respective licensee's representing or assisting either party will be unable to assure either**
449. **party whether the transaction is exempt from FIRPTA withholding requirements.**

450. **FULLY EXECUTED PURCHASE AGREEMENT AND FINAL ACCEPTANCE:** To be binding, this Purchase Agreement
451. and all addenda must be fully executed by both parties and a copy must be delivered.

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

454. **ENTIRE AGREEMENT:** This Purchase Agreement and all addenda and amendments signed by the parties shall
455. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer
456. and Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this
457. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Buyer and
458. Seller or by operation of law. All monetary sums are deemed to be United States currency for purposes of this
459. Purchase Agreement.

460. **SURVIVAL:** All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract
461. for deed.

462. **DATE OF THIS PURCHASE AGREEMENT:** Date of this Purchase Agreement to be defined as the date on line one
463. (1) of this Purchase Agreement.

464. **OTHER:** _____

465. _____

466. **ADDENDA:** The following addenda are attached and made a part of this Purchase Agreement.

467. **NOTE:** Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement.

- 468. Addendum to Purchase Agreement
- 469. Addendum to Purchase Agreement: Additional Signatures
- 470. Addendum to Purchase Agreement: Assumption Financing
- 471. Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability
- 472. Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community ("CIC")
- 473. Addendum to Purchase Agreement: Contract for Deed Financing
- 474. Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards
- 475. Addendum to Purchase Agreement: Sale of Buyer's Property Contingency
- 476. Addendum to Purchase Agreement: Seller's Purchase/Lease Contingency
- 477. Addendum to Purchase Agreement: Seller's Rent Back Agreement
- 478. Addendum to Purchase Agreement: Short Sale Contingency
- 479. Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Water Inspection Contingency
- 480. Other: _____

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

481. Page 12 Date _____

482. Property located at _____

483. I agree to sell the Property for the price and on the terms
484. and conditions set forth above.

I agree to purchase the Property for the price and on
the terms and conditions set forth above.

485. **I have reviewed all pages of this Purchase
486. Agreement.**

**I have reviewed all pages of this Purchase
Agreement.**

487. **If checked, this Purchase Agreement is subject to
488. attached *Addendum to Purchase Agreement:*
489. *Counteroffer* and the Final Acceptance Date shall
490. be noted on the *Addendum*.**

491. **FIRPTA:** Seller represents and warrants, under penalty
492. of perjury that Seller **IS** **IS NOT** a foreign person (i.e., a
-----*(Check one.)*-----

493. non-resident alien individual, foreign corporation, foreign
494. partnership, foreign trust, or foreign estate for purposes of
495. income taxation. (See lines 435-448.) This representation
496. and warranty shall survive the closing of the transaction
497. and the delivery of the deed.

498. **X** _____
(Seller's Signature) (Date)

X _____
(Buyer's Signature) (Date)

499. **X** _____
(Seller's Printed Name)

X _____
(Buyer's Printed Name)

500. **X** _____
(Seller's Signature) (Date)

X _____
(Buyer's Signature) (Date)

501. **X** _____
(Seller's Printed Name)

X _____
(Buyer's Printed Name)

502. **FINAL ACCEPTANCE DATE:** _____ The Final Acceptance Date
503. is the date on which the fully executed Purchase Agreement is delivered.

504. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
505. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

506. **I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE**
507. **DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION**
508. **AGREEMENT, WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT SEPARATE FROM THIS PURCHASE**
509. **AGREEMENT.**

510. **SELLER(S)** _____

BUYER(S) _____

511. **SELLER(S)** _____

BUYER(S) _____



ADDENDUM OR AMENDMENT TO PURCHASE AGREEMENT: BUYER'S MOVE-IN AGREEMENT

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1. Date _____

2. Page 1

3. Addendum Amendment to Purchase Agreement between parties, dated _____ (Check one.)

4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at _____

6. NATURE AND PURPOSE: This Agreement gives Buyer the right to enter and occupy the Property before closing on the purchase of the Property. In the event of a conflict between this Agreement and any other provision of the Purchase Agreement, the language in this Agreement shall govern.

9. POSSESSION DATE: Seller agrees to deliver possession of the Property to Buyer at _____ A.M. P.M. (Check one.) on _____

11. ADDITIONAL EARNEST MONEY DEPOSIT: When Buyer signs this Agreement, Buyer shall deposit \$ _____ with listing broker, unless otherwise agreed to in writing, in certified funds as additional earnest money. At closing, this amount shall be considered as part of the payment required under the Purchase Agreement and shall be credited against the purchase price. If Buyer fails to pay the additional earnest money or close within the time frames provided in the Purchase Agreement, such failure shall constitute a default.

16. SECURITY AND DAMAGE DEPOSIT: On _____, Buyer shall deposit \$ _____ with Seller in certified funds as security and damage deposit. The deposit shall earn statutory interest at the rate prescribed in MN Statute 504B.178, Subd. 2. The deposit, plus interest, less any amounts due Seller for rent for damages arising out of Buyer's breach of this Agreement, or to reimburse Seller for the cost of repairing damage to the Property (including personal property and appliances) caused or resulting from Buyer's possession of the Property, shall be refunded to Buyer at closing or after Buyer leaves the Property and gives possession to Seller. If Seller keeps all or a portion of deposit, then Seller shall provide Buyer with a written statement within the time required by MN Statute 504B.178.

24. MOVE-IN FEE: Buyer shall pay Seller \$ _____ per day beginning on the Possession Date and continuing through the Closing Date or the date that Buyer vacates the Property, whichever happens first. Buyer shall pay Seller the Move-In Fee charges in full on Possession Date. If the Purchase Agreement is not closed by the scheduled Closing Date, Buyer shall pay additional Move-In Fee charges to Seller weekly, in advance. Seller shall refund to Buyer any unearned Move-In Fee charges at the actual closing.

29. UTILITIES: Buyer agrees to place all utility services in Buyer's name effective on the Possession Date, and to pay all bills for utility services during the period of Buyer's possession, as they become due.

31. INSURANCE: Buyer and Seller shall consult with their respective insurance companies. Seller shall maintain casualty insurance coverage on the Property, to be effective through the Closing Date. Buyer shall purchase and maintain liability insurance, to be effective from the Possession Date. Before taking possession of the Property according to the terms of this Agreement, Buyer shall deliver to Seller an insurance binder in compliance with the provisions of this Agreement. Buyer is responsible for Buyer's personal property insurance.

36. MAINTENANCE: Buyer shall be responsible for all repairs and maintenance of the Property and personal property covered by the Purchase Agreement from and after the Possession Date. Buyer shall maintain the Property and personal property in reasonable repair and order.

39. INSPECTION: Buyer has the right to a walk-through of the Property prior to the Possession Date to establish that the Property is in substantially the same condition as of the date of the Purchase Agreement.

**ADDENDUM OR AMENDMENT TO
PURCHASE AGREEMENT:
BUYER'S MOVE-IN AGREEMENT**

41. Page 2

42. Property located at _____.

43. **USE OF PROPERTY:** Buyer shall occupy the Property exclusively as Buyer's personal residence during the term of
44. this Agreement. Buyer shall make no alterations to the existing buildings or improvements on the Property nor make
45. any other improvements on the Property during the term of this Agreement without first obtaining the written consent
46. of Seller. Buyer shall neither assign Buyer's rights nor sublease the Property under this Agreement.

47. **HOLD HARMLESS:** Seller is not responsible for liabilities, claims, or expenses from Buyer's use, possession, and
48. occupancy of the Property, and Buyer shall hold Seller harmless therefrom.

49. **QUIET ENJOYMENT:** Seller promises that upon Buyer's performance of Buyer's obligation in this Agreement, Buyer
50. shall peacefully and quietly have, hold, and enjoy the Property according to this Agreement.

51. **TERMINATION:** If the Purchase Agreement is not closed, Buyer shall leave the Property and give possession to Seller
52. within seven (7) Calendar Days from the date of Seller's written notice to leave and this Agreement shall end. Notice is
53. considered given on the date mailed to Buyer at the above address. Buyer shall leave the Property in the same condition
54. as it was when possession of the Property was delivered to Buyer. If Buyer fails to leave the Property and give possession
55. to Seller, Seller is authorized to take any action permitted by law to recover possession of the Property. Seller shall be
56. entitled to recover from Buyer, in addition to all charges and reimbursements reserved in this Agreement, damages
57. for Seller's loss of use in the amount of \$ _____ per day, beginning with the date Buyer was to have given
58. possession to Seller and all reasonable costs which result from obtaining possession of the Property and enforcing
59. the terms of the Agreement, including reasonable attorneys' fees.

60. **OTHER:** _____

61. _____

62. _____

63. _____

64. _____

65. _____

66. _____

67. _____

68. _____

69. _____ (Date) _____ (Date) _____ (Date) _____ (Date)

70. _____ (Date) _____ (Date) _____ (Date) _____ (Date)

71. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
72. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**



ADDENDUM OR AMENDMENT TO PURCHASE AGREEMENT: SELLER'S RENT BACK AGREEMENT

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1. Date _____

2. Page 1

3. Addendum Amendment to Purchase Agreement between parties, dated _____ (Check one.)

4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at _____

6. NATURE AND PURPOSE: This Agreement gives Seller the right to remain in and occupy the Property after closing on the purchase of the Property. This Agreement remains in effect after the closing.

8. POSSESSION DATE: Seller agrees to deliver possession of the Property to Buyer on or before _____ A.M. P.M. (Check one.)

10. SECURITY AND DAMAGE DEPOSIT: On _____, Seller shall deposit \$ _____ with Buyer in certified funds as a security and damage deposit. The deposit (plus any statutory interest minus all lawful deductions) shall be returned to Seller within the time required by MN Statute 504B.178.

14. RENT BACK FEE: Seller shall pay Buyer \$ _____ at closing for the right to occupy the Property beginning on the closing date and continuing through the above possession date. In the event Seller vacates the Property prior to the above possession date, Seller is not entitled to any refund of the Rent Back Fee, unless otherwise agreed to in writing between Buyer and Seller.

18. UTILITIES: Seller agrees to continue all utility services in Seller's name and to pay all bills for utility service during the period of Seller's possession, as they become due.

20. INSURANCE: Buyer and Seller shall consult with their respective insurance companies before closing. Buyer shall purchase casualty insurance coverage on the Property to be effective from the Closing Date. Seller shall maintain liability insurance for the Property through the date that Seller vacates the Property. Seller is responsible for Seller's personal property insurance. Buyer and Seller shall provide insurance binders at closing.

24. MAINTENANCE: Buyer shall be responsible for all repairs and normal maintenance of the Property and personal property covered by the Purchase Agreement from and after the Closing Date. Buyer shall keep the Property in reasonable repair and order. Seller agrees to perform the following repairs and maintenance:

27. _____
28. _____
29. _____
30. _____

31. USE OF PROPERTY: During the term of this Agreement, Seller shall occupy the Property as Seller's personal residence and Seller shall not make any changes to the Property. Seller shall not assign nor sublease the Property under this Agreement.

34. HOLD HARMLESS: Buyer is not responsible for liabilities, claims, or expenses from Seller's use, possession, and occupancy of the Property.

36. QUIET ENJOYMENT: Buyer promises that upon Seller's performance of Seller's obligation in this Agreement, Seller shall peacefully and quietly have, hold, and enjoy the Property according to this Agreement.

**ADDENDUM OR AMENDMENT TO
PURCHASE AGREEMENT:
SELLER'S RENT BACK AGREEMENT**

38. Page 2

39. Property located at _____.

40. **TERMINATION:** If Seller fails to leave the Property and give possession to Buyer on the Possession Date specified
41. on page one (1), Buyer shall provide Seller with seven (7) Calendar Days advance written notice to leave the Property.
42. Notice is considered given on the date mailed to Seller at the above address. Seller shall leave the Property in the same
43. condition as it was at the time of closing. If Seller fails to leave the Property, Buyer is authorized to take any action
44. permitted by law to take possession of the Property. Buyer shall be entitled to recover damages from Seller for Buyer's
45. loss of use in the amount of \$ _____ per day, beginning with the Possession Date specified on
46. page one (1), in addition to all charges and reimbursements stated in this Agreement, and all reasonable costs which
47. result from obtaining possession of the Property and enforcing the terms of the Agreement, including reasonable
48. attorneys' fees.

49. **OTHER:** _____

50. _____

51. _____

52. _____

53. _____

54. _____

55. _____

56. _____

57. _____

58. _____ (Seller) _____ (Date) _____ (Buyer) _____ (Date)

59. _____ (Seller) _____ (Date) _____ (Buyer) _____ (Date)

60. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
61. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**



DISCLOSURE STATEMENT:
CHRONIC WASTING DISEASE

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- 1. Date
2. Page 1 of pages: RECORDS AND
3. REPORTS, IF ANY, ARE ATTACHED AND MADE A
4. PART OF THIS DISCLOSURE

5. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

- 6. NOTICE: This Disclosure Statement satisfies the disclosure requirements of MN Statute 35.155.
7. Sellers of real property where Chronic Wasting Disease ("CWD") is detected must comply with the requirements of
8. MN Statute 35.155. If CWD is detected on the property, before signing an agreement to sell or transfer property, Sellers
9. must disclose in writing to the Buyer or Transferee the requirements incumbent upon the property by MN Statute 35.155
10. This disclosure is not a warranty or a guarantee of any kind by Seller or licensee(s) representing or assisting
11. any party in the transaction and is not a substitute for any inspections or warranties the party(ies) may wish
12. to obtain.
13. For purposes of the seller disclosure requirements of MN Statute 35.155:
14. "Cervidae" means animals that are members of the family Cervidae and includes, but is not limited to, white-tailed
15. deer, mule deer, red deer, elk, moose, caribou, reindeer, and muntjac.
16. "Farmed Cervidae" means Cervidae that are: (1) raised for any purpose; and (2) registered in a manner approved by
17. The Board of Animal Health.
18. "Herd" means all Cervidae: (1) maintained on common ground for any purpose; or (2) under common ownership or
19. supervision, geographically separated, but that have an interchange or movement of animals without regard to whether
20. the animals are infected with or exposed to diseases.
21. The disclosure requirements of MN Statute 35.155 apply to the sale or transfer of any interest in real estate where
22. CWD is detected, whether by sale, exchange, deed, contract for deed, lease with an option to purchase, or any other option.
23. INSTRUCTIONS TO SELLER: (1) Complete this form yourself. (2) Consult prior disclosure statement(s) and/or
24. report(s) when completing this form. (3) Attach additional pages, with your signature, if additional space is required.
25. (4) Answer all questions. (5) If any items do not apply, write "NA" (not applicable).
26. Property located at
27. City of , County of
28. State of Minnesota, Zip Code ("Property").
29. Has a Herd of Cervidae been farmed and/or transported to or from the Property? Yes No
30. If "No", Seller may skip to the end of this form and sign it.
31. If "Yes", has an inventory for each Farmed Cervidae herd been verified by an accredited veterinarian and
32. filed with the Board of Animal Health within the last 12 months? Yes No
33. If "Yes," date of last verification of inventory filed with the Board of Animal Health ?
34. Has the Herd of Farmed Cervidae been tested for CWD? Yes No
35. If "Yes", CWD has has not been detected in any inventory currently or previously at the Property
36. If "Has", date of depopulation ?
37. Seller has has not transported a Herd of Cervidae to/from the Property?
38. If "Has", date transported ?
39. Have any animals from Farmed Cervidae Herds died or been slaughtered on the Property? Yes No
40. If "Yes", were those animals tested for CWD? Yes No
41. If "Yes", CWD was was not detected.

**DISCLOSURE STATEMENT:
CHRONIC WASTING DISEASE**

42. Page 2 Date _____

43. Premises located at _____
44. If Seller has knowledge that CWD was detected in inventory of Farmed Cervidae that is or was on the Property, Seller
45. discloses that the Property owner is required by MN Statute 35.155 to:
46. (A) Cooperate with inspections of the Property as determined by the Board of Animal Health and Department of Natural
47. Resources conservation officers and wildlife managers;
48. (B) Depopulate the Property of Cervidae after the federal indemnification process has been completed or, if an
- indemnification application is not submitted, within 30 days;
49. (C) Post fencing on the Property with biohazard signs as directed by the Board of Animal Health and maintain the
- fencing for a period of ten (10) years.
50. (D) Not raise Farmed Cervidae on the Property for at least ten (10) years;
51. (E) Record with the county recorder or registrar of titles in the county where the Property is located, a notice in the
52. form required by the Board of Animal Health, that includes the nearest address and the legal description of the
53. Property, the date CWD was detected, the date of depopulation, and any other information required by the Board
54. of Animal Health.
55. (F) Properly dispose of the animals as determined by the Board of Animal Health.

56. **OTHER DISCLOSURES:** _____

57. _____

58. _____

59. _____

60. **SELLER'S STATEMENT:**

61. *(To be signed at time of listing.)*

62. Seller(s) hereby states the facts as stated above are true and accurate and authorizes any licensee(s) representing

63. or assisting any party(ies) in this transaction to provide a copy of this Disclosure Statement to any person or entity

64. in connection with any actual or anticipated sale of the Property. A seller may provide this Disclosure Statement

65. to a real estate licensee representing or assisting a prospective buyer. The Disclosure Statement provided to the

66. real estate licensee representing or assisting a prospective buyer is considered to have been provided to the

67. prospective buyer. If this Disclosure Statement is provided to the real estate licensee representing or assisting

68. the prospective buyer, the real estate licensee must provide a copy to the prospective buyer.

69. _____ (Seller) _____ (Date) _____ (Seller) _____ (Date)

70. **BUYER'S ACKNOWLEDGEMENT:**

71. *(To be signed at time of purchase agreement.)*

72. I/We, the Buyer(s) of the Property, acknowledge receipt of this *Disclosure Statement: Chronic Wasting Disease*

73. and agree that no representations regarding facts have been made other than those made above. This Disclosure

74. Statement is not a warranty or a guarantee of any kind by Seller or licensee(s) representing or assisting any party

75. in the transaction and is not a substitute for any inspections or warranties the party(ies) may wish to obtain.

76. The information disclosed is given to the best of Seller's knowledge.

77. _____ (Buyer) _____ (Date) _____ (Buyer) _____ (Date)

78. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HERE AND ARE**

79. **NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.**



**DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES**

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- 1. Date _____
- 2. Page 1 of _____ pages: RECORDS AND
- 3. REPORTS, IF ANY, ARE ATTACHED AND MADE A
- 4. PART OF THIS DISCLOSURE

5. Property located at _____,

6. City of _____, County of _____,

7. State of Minnesota, Zip Code _____ ("Property").

8. **NOTICE:** Sellers of residential property, with limited exceptions, are obligated to satisfy the requirements of MN Statutes
9. 513.52 through 513.60. **To comply with the statute, Seller must provide either a written disclosure to the**
10. **prospective Buyer (see Disclosure Statement: Seller's Property Disclosure Statement) or satisfy one of the**
11. **following two options.** Disclosures made here, if any, are not a warranty or guarantee of any kind by Seller or
12. licensee(s) representing or assisting any party in this transaction and are not a substitute for any inspections or
13. warranties the party(ies) may wish to obtain.

14. **(Select one option only.)**

15. 1) **QUALIFIED THIRD-PARTY INSPECTION:** Seller shall provide to prospective Buyer a written report that
16. discloses material information relating to the real Property that has been prepared by a qualified third party.
17. "Qualified third party" means a federal, state, or local governmental agency, or any person whom Seller or
18. prospective Buyer reasonably believes has the expertise necessary to meet the industry standards of practice
19. for the type of inspection or investigation that has been conducted by the third party in order to prepare the
20. written report.

21. **Seller shall disclose to prospective Buyer material facts known by Seller that contradict any information**
22. **that is included in a written report, or material facts known by Seller that are not included in the**
23. **report.**

24. The inspection report was prepared by _____

25. _____, and dated _____.

26. Seller discloses to Buyer the following material facts known by Seller that contradict any information included
27. in the above referenced inspection report.

28. _____

29. _____

30. _____

31. Seller discloses to Buyer the following material facts known by Seller that are not included in the above
32. referenced inspection report.

33. _____

34. _____

35. _____

36. 2) **WAIVER:** The written disclosure required may be waived if Seller and prospective Buyer agree in writing.
37. Seller and Buyer hereby waive the written disclosure required under MN Statutes 513.52 through 513.60.

38. **NOTE:** If both Seller and prospective Buyer agree, in writing, to waive the written disclosure required under
39. MN Statutes 513.52 through 513.60, Seller is not obligated to disclose ANY material facts of which Seller
40. is aware that could adversely and significantly affect the Buyer's use or enjoyment of the Property or any
41. intended use of the Property, other than those disclosure requirements created by any other law.
42. Seller is not obligated to update Buyer on any changes made to material facts of which Seller is aware that could
43. adversely and significantly affect the Buyer's use or enjoyment of the Property or any intended use of the
44. Property that occur, other than those disclosure requirements created by any other law.

45. **Waiver of the disclosure required under MN Statutes 513.52 through 513.60 does not waive, limit, or**
46. **abridge any obligation for Seller disclosure created by any other law.**

**DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES**

47. Page 2

48. Property located at _____

49. **OTHER REQUIRED DISCLOSURES:**

50. **NOTE:** In addition to electing one of the above alternatives to the material fact disclosure, Minnesota law also
51. requires sellers to provide other disclosures to prospective buyers, such as those disclosures listed below.
52. Additionally, there may be other required disclosures by federal, state, local, or other governmental entities
53. that are not listed below.

54. **A. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:** (A subsurface sewage treatment system
55. disclosure is required by MN Statute 115.55.) (Check appropriate box.)

56. Seller **DOES** **DOES NOT** know of a subsurface sewage treatment system on or serving the above-described
------(Check one.)-----
57. real Property. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure Statement:*
58. *Subsurface Sewage Treatment System.*)

59. There is a subsurface sewage treatment system on or serving the above-described real Property.
60. (See *Disclosure Statement: Subsurface Sewage Treatment System.*)

61. There is an abandoned subsurface sewage treatment system on the above-described real Property.
62. (See *Disclosure Statement: Subsurface Sewage Treatment System.*)

63. **B. PRIVATE WELL DISCLOSURE:** (A well disclosure and Certificate are required by MN Statute 103I.235.)
64. (Check appropriate box(es).)

65. Seller does not know of any wells on the above-described real Property.

66. There are one or more wells located on the above-described real Property. (See *Disclosure Statement: Well.*)

67. This Property is in a Special Well Construction Area.

68. There are wells serving the above-described Property that are not located on the Property.

69. Comments: _____

70. _____

71. _____

72. **C. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
73. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must
74. withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply.

75. Seller represents that Seller **IS** **IS NOT** a foreign person (i.e., a non-resident alien individual, foreign corporation,
------(Check one.)-----
76. foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall
77. survive the closing of any transaction involving the Property described here.

78. **NOTE:** If the above answer is "**IS**," Buyer may be subject to income tax withholding in connection with the
79. transaction (unless the transaction is covered by an applicable exception to FIRPTA withholding). In
80. non-exempt transactions, Buyer may be liable for the tax if Buyer fails to withhold.
81. If the above answer is "**IS NOT**," Buyer may wish to obtain specific documentation from Seller ensuring
82. Buyer is exempt from the withholding requirements as prescribed under Section 1445 of the Internal
83. Revenue Code.

84. Due to the complexity and potential risks of failing to comply with FIRPTA, including Buyer's responsibility
85. for withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding**
86. **FIRPTA compliance, as the respective licensees representing or assisting either party will be unable to**
87. **assure either party whether the transaction is exempt from the FIRPTA withholding requirements.**

**DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES**

88. Page 3

89. Property located at _____

90. **D. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

91. (A methamphetamine production disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

92. Seller is not aware of any methamphetamine production that has occurred on the Property.

93. Seller is aware that methamphetamine production has occurred on the Property.

94. (See *Disclosure Statement: Methamphetamine Production.*)

95. **E. RADON DISCLOSURE:**

96. (The following Seller disclosure satisfies MN Statute 144.496.)

97. **RADON WARNING STATEMENT:** The Minnesota Department of Health strongly recommends that ALL
98. homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends
99. having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can
100. easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

101. Every buyer of any interest in residential real property is notified that the property may present exposure to
102. dangerous levels of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer.
103. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading
104. cause overall. The seller of any interest in residential real property is required to provide the buyer with any
105. information on radon test results of the dwelling.

106. **RADON IN REAL ESTATE:** By signing this Statement, Buyer hereby acknowledges receipt of the Minnesota
107. Department of Health's publication entitled **Radon in Real Estate Transactions**, which is attached hereto and
108. can be found at www.health.state.mn.us/communities/environment/air/radon/radonre.html.

109. A seller who fails to disclose the information required under MN Statute 144.496, and is aware of material facts
110. pertaining to radon concentrations in the Property, is liable to the Buyer. A buyer who is injured by a violation of MN
111. Statute 144.496 may bring a civil action and recover damages and receive other equitable relief as determined by
112. the court. Any such action must be commenced within two years after the date on which the buyer closed the
113. purchase or transfer of the real Property.

114. **SELLER'S REPRESENTATIONS:** The following are representations made by Seller to the extent of Seller's actual
115. knowledge.

116. (a) Radon test(s) **HAVE** **HAVE NOT** occurred on the Property.
------(Check one.)-----

117. (b) Describe any known radon concentrations, mitigation, or remediation. **NOTE:** Seller shall attach the most
118. current records and reports pertaining to radon concentration within the dwelling:

119. _____
120. _____
121. _____

122. (c) There **IS** **IS NOT** a radon mitigation system currently installed on the Property.
------(Check one.)-----

123. If "IS," Seller shall disclose, if known, information regarding the radon mitigation system, including system
124. description and documentation.

125. _____
126. _____
127. _____

128. **F. CHRONIC WASTING DISEASE IN CERVIDAE** (The following Seller disclosure satisfies MN Statute 35.155, Subd. 11(d).)

129. Has Chronic Wasting Disease been detected on the Property?

YES **NO**

130. If Yes, see *Disclosure Statement: Chronic Wasting Disease.*

------(Check one.)-----

**DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES**

131. Page 4

132. Property located at _____.
133. **G. NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety zone
134. with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are
135. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such
136. zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.
137. **H. NOTICE REGARDING CARBON MONOXIDE DETECTORS:**
138. MN Statute 299F.51 requires Carbon Monoxide Detectors to be located within ten (10) feet from all sleeping
139. rooms. Carbon Monoxide Detectors may or may not be personal property and may or may not be included in the
140. sale of the home.
141. **I. WATER INTRUSION AND MOLD GROWTH:** Studies have shown that various forms of water intrusion affect many
142. homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture leaving the
143. home.
144. Examples of exterior moisture sources may be
145. • improper flashing around windows and doors,
146. • improper grading,
147. • flooding,
148. • roof leaks.
149. Examples of interior moisture sources may be
150. • plumbing leaks,
151. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
152. • overflow from tubs, sinks, or toilets,
153. • firewood stored indoors,
154. • humidifier use,
155. • inadequate venting of kitchen and bath humidity,
156. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
157. • line-drying laundry indoors,
158. • houseplants—watering them can generate large amounts of moisture.
159. In addition to the possible structural damage water intrusion may do to the Property, water intrusion may also result
160. in the growth of mold, mildew, and other fungi. Mold growth may also cause structural damage to the Property.
161. Therefore, it is very important to detect and remediate water intrusion problems.
162. Fungi are present everywhere in our environment, both indoors and outdoors. Many molds are beneficial to humans.
163. However, molds have the ability to produce mycotoxins that may have a potential to cause serious health problems,
164. particularly in some immunocompromised individuals and people who have asthma or allergies to mold.
165. To complicate matters, mold growth is often difficult to detect, as it frequently grows within the wall structure. If you
166. have a concern about water intrusion or the resulting mold/mildew/fungi growth, you may want to consider having
167. the Property inspected for moisture problems before entering into a purchase agreement or as a condition of your
168. purchase agreement. Such an analysis is particularly advisable if you observe staining or any musty odors on the
169. Property.
170. **J. NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory
171. offender registry and persons registered with the predatory offender registry under MN Statute 243.166
172. may be obtained by contacting the local law enforcement offices in the community where the property is
173. located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections
174. web site at www.corr.state.mn.us.

**DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES**

175. Page 5

176. Property located at _____.

177. K. SELLER'S STATEMENT:

178. *(To be signed at time of listing.)*

179. Seller(s) hereby authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide
180. a copy of this Disclosure Statement to any person or entity in connection with any actual or anticipated sale of the
181. Property. A seller may provide this Disclosure Statement to a real estate licensee representing or assisting a
182. prospective buyer. The Disclosure Statement provided to the real estate licensee representing or assisting a
183. prospective buyer is considered to have been provided to the prospective buyer. If this Disclosure Statement is
184. provided to the real estate licensee representing or assisting the prospective buyer, the real estate licensee must
185. provide a copy to the prospective buyer.

186. **QUALIFIED THIRD-PARTY INSPECTION:** If Seller has made a disclosure under the Qualified Third-Party
187. Inspection, Seller is obligated to disclose to Buyer in writing of any new or changed facts of which Seller is aware
188. that could adversely and significantly affect the Buyer's use or enjoyment of the Property or any intended use of
189. the Property that occur up to the time of closing. To disclose new or changed facts, please use the *Amendment*
190. *to Disclosure Statement* form.

191. **WAIVER:** If Seller and Buyer agree to waive the seller disclosure requirement, Seller is NOT obligated to disclose
192. and will NOT disclose any new or changed information regarding facts.

193. **OTHER REQUIRED DISCLOSURES (Sections A-F):** Whether Seller has elected a Qualified-Third Party Inspection
194. or Waiver, Seller is obligated to notify Buyer, in writing, of any new or changed facts regarding Other Required
195. Disclosures up to the time of closing. To disclose new or changed facts, please use the *Amendment to Seller's*
196. *Disclosure* form.

197. _____
(Seller) (Date) (Seller) (Date)

198. L. BUYER'S ACKNOWLEDGEMENT:

199. *(To be signed at time of purchase agreement.)*

200. I/We, the Buyer(s) of the Property, acknowledge receipt of this *Seller's Disclosure Alternatives* form and agree to
201. the seller's disclosure option selected in this form. I/We further agree that no representations regarding facts have
202. been made, other than those made in this form. This Disclosure Statement is not a warranty or a guarantee of
203. any kind by Seller or licensee representing or assisting any party in the transaction and is not a suitable substitute
204. for any inspections or warranties the party(ies) may wish to obtain.

205. The information disclosed is given to the best of the Seller's knowledge.

206. _____
(Buyer) (Date) (Buyer) (Date)

207. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HERE AND ARE**
208. **NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.**



DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

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- 1. Date
2. Page 1 of pages: RECORDS AND
3. REPORTS, IF ANY, ARE ATTACHED AND MADE A
4. PART OF THIS DISCLOSURE

5. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

6. NOTICE: This Disclosure Statement satisfies the disclosure requirements of MN Statutes 513.52 through 513.60. 7. Under Minnesota law, sellers of residential property, with limited exceptions listed on page nine (9), are obligated to 8. disclose to prospective buyers all material facts of which Seller is aware that could adversely and significantly affect 9. an ordinary buyer's use or enjoyment of the property or any intended use of the property of which Seller is aware. 10. MN Statute 513.58 requires Seller to notify buyer in writing as soon as reasonably possible, but in any event before 11. closing, if Seller learns that Seller's disclosure was inaccurate. Seller is obligated to continue to notify Buyer, in writing, 12. of any facts disclosed here (new or changed) of which Seller is aware that could adversely and significantly affect the 13. Buyer's use or enjoyment of the property or any intended use of the property that occur up to the time of closing. 14. Seller has disclosure alternatives allowed by MN Statutes. See Disclosure Statement: Seller's Disclosure Alternatives 15. form for further information regarding disclosure alternatives. This disclosure is not a warranty or a guarantee of any 16. kind by Seller or licensee(s) representing or assisting any party in the transaction and is not a substitute for 17. any inspections or warranties the party(ies) may wish to obtain.

18. For purposes of the seller disclosure requirements of MN Statutes 513.52 through 513.60: 19. "Residential real property" or "residential real estate" means property occupied as, or intended to be occupied as, a 20. single-family residence, including a unit in a common interest community as defined in MN Statute 515B.1-103, 21. clause (10), regardless of whether the unit is in a common interest community not subject to chapter 515B.

22. The seller disclosure requirements of MN Statutes 513.52 through 513.60 apply to the transfer of any interest in 23. residential real estate, whether by sale, exchange, deed, contract for deed, lease with an option to purchase, or any 24. other option.

25. INSTRUCTIONS TO BUYER: Buyers are encouraged to thoroughly inspect the property personally or have it 26. inspected by a third party, and to inquire about any specific areas of concern. NOTE: If Seller answers "NO" to any of 27. the questions listed below, it does not necessarily mean that it does not exist on the property, did not occur, or does 28. not apply. "NO" may mean that Seller is unaware.

29. INSTRUCTIONS TO SELLER: (1) Complete this form yourself. (2) Consult prior disclosure statement(s) and/or 30. inspection report(s) when completing this form. (3) Describe conditions affecting the property to the best of your 31. knowledge. (4) Attach additional pages, with your signature, if additional space is required. (5) Answer all questions. 32. (6) If any items do not apply, write "NA" (not applicable).

33. Property located at
34. City of , County of
35. State of Minnesota, Zip Code ("Property").

36. A. GENERAL INFORMATION: The following questions are to be answered to the best of Seller's knowledge.

- 37. (1) What date did you Acquire Build the home?
38. (2) Type of title evidence: Abstract Registered (Torrens) Unknown
39. Location of Abstract:
40. Is there an existing Owner's Title Insurance Policy? Yes No
41. (3) Have you occupied this home continuously during your ownership? Yes No
42. If "No," explain:
43. (4) Is the home suitable for year-round use? Yes No
44. (5) Are you in possession of prior seller's disclosure statement(s)? (If "Yes," please attach.) Yes No
45. (6) Does the Property include a manufactured home? Yes No
46. If "Yes," HUD #(s) is/are
47. Has the title been surrendered to the Registrar of Motor Vehicles for cancellation? Yes No

DISCLOSURE STATEMENT: SELLER'S
PROPERTY DISCLOSURE STATEMENT

48. Page 2

49. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

50. Property located at _____.

51. (7) Is the Property located on a public or a private road? Public Private Public: no maintenance

52. (8) Flood Insurance: All properties in the state of Minnesota have been assigned a flood zone designation. Some
53. flood zones may require flood insurance.

54. (a) Do you know which zone the Property is located in? Yes No

55. If "Yes," which zone? _____

56. (b) Have you ever had a flood insurance policy? Yes No

57. If "Yes," is the policy in force? Yes No

58. If "Yes," what is the annual premium? \$ _____

59. If "Yes," who is the insurance carrier? _____

60. (c) Have you ever had a claim with a flood insurance carrier or FEMA? Yes No

61. If "Yes," please explain: _____

62. _____

63. **NOTE:** Whether or not Seller currently carries flood insurance, it may be required in the future. Flood insurance
64. premiums are increasing, and in some cases will rise by a substantial amount over the premiums
65. previously charged for flood insurance for the Property. As a result, Buyer should not rely on the
66. premiums paid for flood insurance on this Property previously as an indication of the premiums that
67. will apply after Buyer completes their purchase.

68. Are there any

69. (9) homeowners associations or shared amenities? Yes No

70. (10) encroachments? Yes No

71. (11) covenants, historical registry, reservations, or restrictions, that affect
72. or may affect the use or future resale of the Property? Yes No

73. (12) governmental requirements or restrictions that affect or may affect the use or future
74. enjoyment of the Property (e.g., shoreland restrictions, non-conforming use, etc.)? Yes No

75. (13) easements, other than utility or drainage easements? Yes No

76. (14) Please provide clarification or further explanation for all applicable "Yes" responses in Section A:

77. _____

78. _____

79. **B. GENERAL CONDITION:** To your knowledge, have any of the following conditions previously existed or do they
80. currently exist on the Property?

81. (ANSWERS APPLY TO ALL STRUCTURES, SUCH AS GARAGE AND OUTBUILDINGS.)

82. (1) Has there been any damage by wind, fire, flood, hail, or other cause(s)? Yes No

83. If "Yes," give details of what happened and when: _____

84. _____

85. (2) Have you ever had an insurance claim(s) related to the Property? Yes No

86. If "Yes," what was the claim(s) for (e.g., hail damage to roof)? _____

87. _____

88. Did you receive compensation for the claim(s)? Yes No

89. Did you have the items repaired? Yes No

90. What dates did the claim(s) occur? _____

DISCLOSURE STATEMENT: SELLER'S
PROPERTY DISCLOSURE STATEMENT

91. Page 3

92. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

93. Property located at _____.

94. (3) (a) Has/Have the structure(s) been altered?
95. (e.g., additions, altered roof lines, changes to load-bearing walls) Yes No
96. If "Yes," please specify what was done, when, and by whom (owner or contractor):

97. _____
98. _____

99. (b) Has any work been performed on the Property? (e.g., additions to the
100. Property, wiring, plumbing, retaining wall, general finishing) Yes No
101. If "Yes," please explain: _____

102. _____
103. (c) Are you aware of any work performed on the Property for which
104. appropriate permits were not obtained? Yes No
105. If "Yes," please explain: _____

106. _____

107. (4) Has there been any damage to flooring or floor covering? Yes No
108. If "Yes," give details of what happened and when: _____

109. _____

110. (5) Do you have or have you previously had any pets? Yes No
111. If "Yes," indicate type _____ and number _____.

112. (6) **THE FOUNDATION:** The type of foundation is (i.e., block, poured, wood, stone, other):

113. _____

114. (7) **THE BASEMENT, CRAWLSPACE, SLAB:**

115. (a) cracked floor/walls? Yes No (e) leakage/seepage? Yes No
116. (b) drain tile problem? Yes No (f) sewer backup? Yes No
117. (c) flooding? Yes No (g) wet floors/walls? Yes No
118. (d) foundation problem? Yes No (h) other? _____ Yes No

119. Give details to any questions answered "Yes": _____

120. _____

121. _____

122. (8) **THE ROOF:**

123. (a) What is the age of the roofing material?
124. Home: _____ years Garage(s)/Outbuilding(s): _____ years

125. (b) Has there been any interior or exterior damage? Yes No

126. (c) Has there been interior damage from ice buildup? Yes No

127. (d) Has there been any leakage? Yes No

128. (e) Have there been any repairs or replacements made to the roof? Yes No

129. Give details to any questions answered "Yes": _____

130. _____

**DISCLOSURE STATEMENT: SELLER'S
PROPERTY DISCLOSURE STATEMENT**

132. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

133. Property located at _____.

134. (9) **THE EXTERIOR AND INTERIOR WALLS/SIDING/WINDOWS:**

135. (a) The type(s) of siding is (e.g., vinyl, stucco, brick, other): _____

136. (b) cracks/damage? Yes No

137. (c) leakage/seepage? Yes No

138. (d) other? Yes No

139. Give details to any questions answered "Yes": _____

140. _____

141. **C. APPLIANCES, HEATING, PLUMBING, ELECTRICAL, AND OTHER MECHANICAL SYSTEMS:**

142. **NOTE:** Check "NA" if the item is not physically located on the Property. Check "Yes" for items in working condition. Check "No" for items not in working condition. Working order means all components of the items specified below.

		Working Order			Working Order			
		NA	Yes	No	NA	Yes	No	
144.	Air-conditioning.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool and equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
149.	<input type="checkbox"/> Central <input type="checkbox"/> Wall <input type="checkbox"/> Window				Propane tank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
150.	Air exchange system.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
151.	Carbon monoxide detector.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Range/oven.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
152.	Ceiling fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Range hood	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
153.	Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Refrigerator.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
154.	Clothes dryer.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Security system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
155.	Clothes washer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
156.	Dishwasher.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Smoke detectors (battery)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
157.	Doorbell.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Smoke detectors (hardwired).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
158.	Drain tile system.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Solar collectors.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
159.	Electrical system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
160.	Environmental remediation system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Toilet mechanisms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
161.	(e.g., radon, vapor intrusion)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trash compactor.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
162.	Exhaust system.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TV antenna system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
163.	Fire sprinkler system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TV cable system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
164.	Fireplace.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TV receiver	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
165.	Fireplace mechanisms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TV satellite dish.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
166.	Freezer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
167.	Furnace humidifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water heater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
168.	Garage door auto reverse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water purification system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
169.	Garage door opener.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
170.	Garage door opener remote.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water softener	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
171.	Garbage disposal.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
172.	Heating system (central).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water treatment system.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
173.	Heating system (supplemental).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
174.	Incinerator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Windows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
175.	Intercom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Window treatments.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
176.	In-ground pet containment system.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wood-burning stove	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
177.	Lawn sprinkler system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
178.	Microwave.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
179.	Plumbing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DISCLOSURE STATEMENT: SELLER'S
PROPERTY DISCLOSURE STATEMENT

180. Page 5

181. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

182. Property located at _____.

183. Are there any items or systems on the Property connected or controlled wirelessly,
184. via internet protocol ("IP"), to a router or gateway or directly to the cloud? Yes No

185. Comments regarding issues in Section C: _____

186. _____

187. **D. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:**

188. (A subsurface sewage treatment system disclosure is required by MN Statute 115.55.) (Check appropriate box.)

189. Seller DOES DOES NOT know of a subsurface sewage treatment system on or serving the above-described
------(Check one.)-----

190. real Property. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure Statement:*
191. *Subsurface Sewage Treatment System*.)

192. There is an abandoned subsurface sewage treatment system on the above-described real Property.
193. (See *Disclosure Statement: Subsurface Sewage Treatment System*.)

194. **E. PRIVATE WELL DISCLOSURE:** (A well disclosure and Certificate are required by MN Statute 1031.235.)
195. (Check appropriate box(es).)

196. Seller does not know of any wells on the above-described real Property.

197. There are one or more wells located on the above-described real Property. (See *Disclosure Statement: Well*.)

198. This Property is in a Special Well Construction Area.

199. There are wells serving the above-described Property that are not located on the Property.

200. (1) How many properties or residences does the shared well serve? _____

201. (2) Is there a maintenance agreement for the shared well? Yes No

202. If "Yes," what is the annual maintenance fee? \$ _____

203. **F. PROPERTY TAX TREATMENT:**

204. **Preferential Property Tax Treatment**

205. Is the Property subject to any preferential property tax status or any other credits
206. affecting the Property? (e.g., Disabled Veterans' Benefits, Disability, Green Acres,
207. Non-Profit Status, RIM, Rural Preserve, etc.) Yes No

208. If "Yes," would these terminate upon the sale of the Property? Yes No

209. Explain: _____

210. _____

211. **G. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
212. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must
213. withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply.

214. Seller represents that Seller IS IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation,
------(Check one.)-----

215. foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall
216. survive the closing of any transaction involving the Property described here.

217. **NOTE:** If the above answer is "IS," Buyer may be subject to income tax withholding in connection with the
218. transaction (unless the transaction is covered by an applicable exception to FIRPTA withholding). In non-
219. exempt transactions, Buyer may be liable for the tax if Buyer fails to withhold.

220. If the above answer is "IS NOT," Buyer may wish to obtain specific documentation from Seller ensuring
221. Buyer is exempt from the withholding requirements as prescribed under Section 1445 of the Internal
222. Revenue Code.

223. Due to the complexity and potential risks of failing to comply with FIRPTA, including Buyer's responsibility
224. for withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding**
225. **FIRPTA compliance, as the respective licensees representing or assisting either party will be unable to**
226. **assure either party whether the transaction is exempt from the FIRPTA withholding requirements.**

DISCLOSURE STATEMENT: SELLER'S
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228. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

229. Property located at _____.

230. H. METHAMPHETAMINE PRODUCTION DISCLOSURE:

231. (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

232. Seller is not aware of any methamphetamine production that has occurred on the Property.

233. Seller is aware that methamphetamine production has occurred on the Property.

234. (See Disclosure Statement: Methamphetamine Production.)

235. I. NOTICE REGARDING AIRPORT ZONING REGULATIONS: The Property may be in or near an airport safety
236. zone with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations
237. are filed with the county recorder in each county where the zoned area is located. If you would like to determine
238. if such zoning regulations affect the Property, you should contact the county recorder where the zoned area is
239. located.

240. J. NOTICE REGARDING CARBON MONOXIDE DETECTORS: MN Statute 299F.51 requires Carbon Monoxide
241. Detectors to be located within ten (10) feet from all sleeping rooms. Carbon Monoxide Detectors may or may not
242. be personal property and may or may not be included in the sale of the home.

243. K. CEMETERY ACT: The following questions are to be answered to the best of Seller's knowledge.

244. MN Statute 307.08 prohibits any damage or illegal molestation of human remains, burials or cemeteries. A
245. person who intentionally, willfully and knowingly destroys, mutilates, injures, disturbs, or removes human skeletal
246. remains or human burial grounds is guilty of a felony.

247. Are you aware of any human remains, burials, or cemeteries located on the Property? Yes No

248. If "Yes," please explain: _____

249. All unidentified human remains or burials found outside of platted, recorded or identified cemeteries and in
250. contexts which indicate antiquity greater than 50 years shall be dealt with according to the provisions of MN
251. Statute 307.08, Subd. 7.

252. L. ENVIRONMENTAL CONCERNS: To your knowledge, have any of the following previously existed or do they
253. currently exist on the Property?

254. (1) Animal/Insect/Pest Infestation? Yes No (6) Lead? (e.g., paint, plumbing) Yes No

255. (2) Asbestos? Yes No (7) Mold? Yes No

256. (3) Diseased trees? Yes No (8) Soil problems? Yes No

257. (4) Formaldehyde? Yes No (9) Underground storage tanks? Yes No

258. (5) Hazardous waste/substances? Yes No (10) Vapor intrusion? Yes No

259. (11) Other? _____ Yes No

260. (12) Have you ever been contacted or received any information from any governmental
261. authority pertaining to possible or actual environmental contamination (e.g., vapor
262. intrusion, drinking water, and/or soil contamination, etc.) affecting the Property? Yes No

263. (13) Are you aware if there are currently, or have previously been, any orders issued
264. on the Property by any governmental authority ordering the remediation of a
265. public health nuisance on the Property? Yes No

266. If answer above is "Yes," all orders HAVE HAVE NOT been vacated.
------(Check one.)-----

267. (14) Please provide clarification or further explanation for all applicable "Yes" responses in Section L.

268. _____

269. _____

270. _____

271. _____

DISCLOSURE STATEMENT: SELLER'S
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273. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

274. Property located at _____.

275. **M. RADON DISCLOSURE:** (The following Seller disclosure satisfies MN Statute 144.496.)

276. **RADON WARNING STATEMENT:** The Minnesota Department of Health strongly recommends that ALL
277. homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends
278. having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can
279. easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

280. Every buyer of any interest in residential real property is notified that the property may present exposure to
281. dangerous levels of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer.
282. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading
283. cause overall. The seller of any interest in residential real property is required to provide the buyer with any
284. information on radon test results of the dwelling.

285. **RADON IN REAL ESTATE:** By signing this Statement, Buyer hereby acknowledges receipt of the Minnesota
286. Department of Health's publication entitled *Radon in Real Estate Transactions*, which is attached hereto and
287. can be found at www.health.state.mn.us/communities/environment/air/radon/radonre.html.

288. A seller who fails to disclose the information required under MN Statute 144.496, and is aware of material facts
289. pertaining to radon concentrations in the Property, is liable to the Buyer. A buyer who is injured by a violation of MN
290. Statute 144.496 may bring a civil action and recover damages and receive other equitable relief as determined by
291. the court. Any such action must be commenced within two years after the date on which the buyer closed the
292. purchase or transfer of the real Property.

293. **SELLER'S REPRESENTATIONS:** The following are representations made by Seller to the extent of Seller's actual
294. knowledge.

295. (a) Radon test(s) **HAVE** **HAVE NOT** occurred on the Property.
------(Check one.)-----

296. (b) Describe any known radon concentrations, mitigation, or remediation. **NOTE:** Seller shall attach the most
297. current records and reports pertaining to radon concentration within the dwelling:

298. _____

299. _____

300. (c) There **IS** **IS NOT** a radon mitigation system currently installed on the Property.
------(Check one.)-----

301. If "IS," Seller shall disclose, if known, information regarding the radon mitigation system, including system
302. description and documentation.

303. _____

304. _____

305. **EXCEPTIONS:** See Section R for exceptions to this disclosure requirement.

306. **N. CHRONIC WASTING DISEASE IN CERVIDAE:** (The following Seller disclosure satisfies MN Statute 35.155, Subd. 11(d).)

307. Has Chronic Wasting Disease been detected on the Property? **YES** **NO**

308. If Yes, see *Disclosure Statement: Chronic Wasting Disease*. ------(Check one.)-----

309. **O. NOTICES/OTHER DEFECTS/MATERIAL FACTS:** The following questions are to be answered to the best of
310. Seller's knowledge.

311. **Notices:** Seller **HAS** **HAS NOT** received a notice regarding any proposed improvement project from any
------(Check one.)-----

312. assessing authorities, the costs of which project may be assessed against the Property. If "HAS," please attach
313. and/or explain: _____

314. _____

315. _____

316. _____

**DISCLOSURE STATEMENT: SELLER'S
PROPERTY DISCLOSURE STATEMENT**

317. Page 8

318. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

319. Property located at _____.

320. **Other Defects/Material Facts:** Are there any other material facts that could adversely and significantly affect an
321. ordinary buyer's use or enjoyment of the Property or any intended use of the Property? Yes No

322. If "Yes," explain: _____

323. _____

324. _____

325. _____

326. _____

327. **P. WATER INTRUSION AND MOLD GROWTH:** Studies have shown that various forms of water intrusion affect
328. many homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture
329. leaving the home.

330. Examples of exterior moisture sources may be:

- 331. • improper flashing around windows and doors,
- 332. • improper grading,
- 333. • flooding,
- 334. • roof leaks.

335. Examples of interior moisture sources may be:

- 336. • plumbing leaks,
- 337. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
- 338. • overflow from tubs, sinks, or toilets,
- 339. • firewood stored indoors,
- 340. • humidifier use,
- 341. • inadequate venting of kitchen and bath humidity,
- 342. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
- 343. • line-drying laundry indoors,
- 344. • houseplants—watering them can generate large amounts of moisture.

345. In addition to the possible structural damage water intrusion may do to the Property, water intrusion may also result
346. in the growth of mold, mildew, and other fungi. Mold growth may also cause structural damage to the Property.
347. Therefore, it is very important to detect and remediate water intrusion problems.

348. Fungi are present everywhere in our environment, both indoors and outdoors. Many molds are beneficial to
349. humans. However, molds have the ability to produce mycotoxins that may have a potential to cause serious
350. health problems, particularly in some immunocompromised individuals and people who have asthma or allergies
351. to mold.

352. To complicate matters, mold growth is often difficult to detect, as it frequently grows within the wall structure. If you
353. have a concern about water intrusion or the resulting mold/mildew/fungi growth, you may want to consider having the
354. Property inspected for moisture problems before entering into a purchase agreement or as a condition of your
355. purchase agreement. Such an analysis is particularly advisable if you observe staining or musty odors on the
356. Property.

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

**DISCLOSURE STATEMENT: SELLER'S
PROPERTY DISCLOSURE STATEMENT**

362. Page 9

363. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

364. Property located at _____.

365. R. MN STATUTES 513.52 THROUGH 513.60: SELLER'S MATERIAL FACT DISCLOSURE:

366. **Exceptions:** The seller disclosure requirements of MN Statutes 513.52 through 513.60 **DO NOT** apply to
- 367. (1) real property that is not residential real property;
 - 368. (2) a gratuitous transfer;
 - 369. (3) a transfer pursuant to a court order;
 - 370. (4) a transfer to a government or governmental agency;
 - 371. (5) a transfer by foreclosure or deed in lieu of foreclosure;
 - 372. (6) a transfer to heirs or devisees of a decedent;
 - 373. (7) a transfer from a co-tenant to one or more other co-tenants;
 - 374. (8) a transfer made to a spouse, parent, grandparent, child, or grandchild of Seller;
 - 375. (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property agreement incidental to that decree;
 - 376. (10) a transfer of newly constructed residential property that has not been inhabited;
 - 377. (11) an option to purchase a unit in a common interest community, until exercised;
 - 378. (12) a transfer to a person who controls or is controlled by the grantor as those terms are defined with respect to a declarant under section 515B.1-103, clause (2);
 - 379. (13) a transfer to a tenant who is in possession of the residential real property; or
 - 380. (14) a transfer of special declarant rights under section 515B.3-104.

383. MN STATUTES 144.496: RADON AWARENESS ACT

384. The seller disclosure requirements of MN Statute 144.496 DO NOT apply to (1)-(9) and (11)-(14) above. Sellers
385. of newly constructed residential property must comply with the disclosure requirements of MN Statute 144.496.

386. **Waiver:** The written disclosure required under sections 513.52 to 513.60 may be waived if Seller and the
387. prospective Buyer agree in writing. Waiver of the disclosure required under sections 513.52 to 513.60 does not
388. waive, limit, or abridge any obligation for seller disclosure created by any other law.

389. No Duty to Disclose:

- 390. (A) There is no duty to disclose the fact that the Property
 - 391. (1) is or was occupied by an owner or occupant who is or was suspected to be infected with Human
 - 392. Immunodeficiency Virus or diagnosed with Acquired Immunodeficiency Syndrome;
 - 393. (2) was the site of a suicide, accidental death, natural death, or perceived paranormal activity; or
 - 394. (3) is located in a neighborhood containing any adult family home, community-based residential facility, or
 - 395. nursing home.
- 396. (B) **Predatory Offenders.** There is no duty to disclose information regarding an offender who is required to
397. register under MN Statute 243.166 or about whom notification is made under that section, if Seller, in a timely
398. manner, provides a written notice that information about the predatory offender registry and persons
399. registered with the registry may be obtained by contacting the local law enforcement agency where the
400. property is located or the Department of Corrections.
- 401. (C) The provisions in paragraphs (A) and (B) do not create a duty to disclose any facts described in paragraphs
402. (A) and (B) for property that is not residential property.
- 403. (D) **Inspections.**
 - 404. (1) Except as provided in paragraph (2), Seller is not required to disclose information relating to the real
 - 405. Property if a written report that discloses the information has been prepared by a qualified third party
 - 406. and provided to the prospective buyer. For purposes of this paragraph, "qualified third party" means a
 - 407. federal, state, or local governmental agency, or any person whom Seller or prospective buyer reasonably
 - 408. believes has the expertise necessary to meet the industry standards of practice for the type of inspection
 - 409. or investigation that has been conducted by the third party in order to prepare the written report.
 - 410. (2) Seller shall disclose to the prospective buyer material facts known by Seller that contradict any
 - 411. information included in a written report under paragraph (1) if a copy of the report is provided to Seller.

**DISCLOSURE STATEMENT: SELLER'S
PROPERTY DISCLOSURE STATEMENT**

413. **THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

414. Property located at _____.

415. **S. ADDITIONAL COMMENTS:** _____

416. _____

417. _____

418. _____

419. _____

420. _____

421. _____

422. _____

423. **T. SELLER'S STATEMENT:**

424. *(To be signed at time of listing.)*

425. Seller(s) hereby states the facts as stated above are true and accurate and authorizes any licensee(s) representing
426. or assisting any party(ies) in this transaction to provide a copy of this Disclosure Statement to any person or entity
427. in connection with any actual or anticipated sale of the Property. A seller may provide this Disclosure Statement
428. to a real estate licensee representing or assisting a prospective buyer. The Disclosure Statement provided to the
429. real estate licensee representing or assisting a prospective buyer is considered to have been provided to the
430. prospective buyer. If this Disclosure Statement is provided to the real estate licensee representing or assisting
431. the prospective buyer, the real estate licensee must provide a copy to the prospective buyer.

432. **Seller is obligated to continue to notify Buyer in writing of any facts that differ from the facts disclosed**
433. **here (new or changed) of which Seller is aware that could adversely and significantly affect the Buyer's**
434. **use or enjoyment of the Property or any intended use of the Property that occur up to the time of closing.**
435. To disclose new or changed facts, please use the *Amendment to Disclosure Statement* form.

436. _____ (Seller) _____ (Date) _____ (Seller) _____ (Date)

437. **U. BUYER'S ACKNOWLEDGEMENT:**

438. *(To be signed at time of purchase agreement.)*

439. I/We, the Buyer(s) of the Property, acknowledge receipt of this *Seller's Property Disclosure Statement* and agree
440. that no representations regarding facts have been made other than those made above. This Disclosure Statement
441. is not a warranty or a guarantee of any kind by Seller or licensee(s) representing or assisting any party in the
442. transaction and is not a substitute for any inspections or warranties the party(ies) may wish to obtain.

443. The information disclosed is given to the best of Seller's knowledge.

444. _____ (Buyer) _____ (Date) _____ (Buyer) _____ (Date)

**LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HERE AND ARE
NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.**



DISCLOSURE STATEMENT:
VACANT LAND

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2023 Minnesota Association of REALTORS®

- 1. Date
2. Page 1 of pages: RECORDS AND
3. REPORTS, IF ANY, ARE ATTACHED AND MADE
4. A PART OF THIS DISCLOSURE

5. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

6. NOTICE: This Disclosure Statement satisfies the disclosure requirements of MN Statutes 513.52 through 513.60.
7. Under Minnesota law, Sellers of residential property, with limited exceptions listed on page nine (9), are obligated to
8. disclose to prospective Buyers all material facts of which Seller is aware that could adversely and significantly affect
9. an ordinary buyer's use or enjoyment of the property or any intended use of the property of which Seller is aware.
10. MN Statute 513.58 requires Seller to notify Buyer in writing as soon as reasonably possible, but in any event before
11. closing, if Seller learns that Seller's disclosure was inaccurate. Seller is obligated to continue to notify Buyer, in writing,
12. of any facts disclosed herein (new or changed) of which Seller is aware that could adversely and significantly affect the
13. Buyer's use or enjoyment of the property or any intended use of the property that occur up to the time of closing.
14. Seller has disclosure alternatives allowed by MN Statutes. See Disclosure Statement: Seller's Disclosure Alternatives
15. form for further information regarding disclosure alternatives. This disclosure is not a warranty or a guarantee of any
16. kind by Seller or licensee(s) representing or assisting any party in the transaction.

17. For purposes of the seller disclosure requirements of MN Statutes 513.52 through 513.60:
18. "Residential real property" or "residential real estate" means property occupied as, or intended to be occupied as, a
19. single-family residence, including a unit in a common interest community as defined in MN Statute 515B.1-103, clause
20. (10), regardless of whether the unit is in a common interest community not subject to Chapter 515B.

21. The seller disclosure requirements of MN Statutes 513.52 through 513.60 apply to the transfer of any interest in
22. residential real estate, whether by sale, exchange, deed, contract for deed, lease with an option to purchase, or any
23. other option.

24. INSTRUCTIONS TO BUYER: Buyers are encouraged to thoroughly inspect the Property personally or have it inspected
25. by a third party, and to inquire about any specific areas of concern. NOTE: If Seller answers "No" to any of the
26. questions listed below, it does not necessarily mean that it does not exist on the Property, did not occur, or does not
27. apply. "No" may mean that Seller is unaware.

28. INSTRUCTIONS TO SELLER: (1) Complete this form yourself. (2) Consult prior disclosure statement(s) and/or
29. inspection report(s) when completing this form. (3) Describe conditions affecting the Property to the best of your
30. knowledge. (4) Attach additional pages with your signature if additional space is required. (5) Answer all questions.
31. (6) If any items do not apply, write "NA" (not applicable).

32. Property location or identification (Address/Section/Township/Range)

33. PID #, Legal Description

34. City or Township of, County of

35. State of Minnesota, Zip Code ("Property").

36. A. GENERAL INFORMATION: The following questions are to be answered to the best of Seller's knowledge.

37. (1) What date did you acquire the land?

38. (2) Type of title evidence: Abstract Registered (Torrens) Unknown

39. Location of Abstract:

40. Is there an existing Owner's Title Insurance Policy? Yes No

41. (3) Are you in possession of prior vacant land disclosure statement(s)?

42. (If "Yes," please attach if in your possession.) Yes No

**DISCLOSURE STATEMENT:
VACANT LAND**

44. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

45. Property located at _____.

46. (4) Are there any current or past Phase I, Phase II, or Phase III Environmental Site
47. Assessment(s)? (If "Yes," please attach if in your possession.) Yes No

48. (5) Access (where/type): _____

49. Is access (legal and physical) other than by direct frontage on a public road? Yes No

50. (6) Has the Property been surveyed? Yes No

51. Year surveyed: _____

52. What company/person performed the survey? _____

53. Name: _____ Address: _____ Phone: _____

54. (7) Is this platted land? Yes No

55. If "Yes,"

56. has the plat been recorded? Yes No

57. do you have a certificate of survey in your possession? Yes No

58. If "Yes," who completed the survey? _____ When? _____

59. (8) Are there any property markers on the Property? Yes No

60. If "Yes," give details: _____

61. _____

62. (9) Is the Property located on a public or private road? Public Private Public: no maintenance

63. (10) Are there any private or non-dedicated roadways that you are responsible for? Yes No

64. (11) Are there any rivers, lakes, ponds, creeks, streams, or springs running
65. through the Property or along a boundary line? Yes No

66. (12) Flood Insurance: All properties in the State of Minnesota have been assigned a flood zone designation.
67. Some flood zones may require flood insurance.

68. (a) Do you know which zone the Property is located in? Yes No

69. If "Yes," which zone? _____

70. (b) Have you ever had a flood insurance policy? Yes No

71. If "Yes," is the policy in force? Yes No

72. If "Yes," what is the annual premium? \$ _____

73. If "Yes," who is the insurance carrier? _____

74. (c) Have you ever had a claim with a flood insurance carrier or FEMA? Yes No

75. If "Yes," please explain: _____

76. _____

77. **NOTE:** Whether or not Seller currently carries flood insurance, it may be required in the future. Flood
78. insurance premiums are increasing, and in some cases will rise by a substantial amount over the premiums
79. previously charged for flood insurance for the Property. As a result, Buyer should not rely on the premiums
80. paid for flood insurance on this Property previously as an indication of the premiums that will apply after
81. Buyer completes their purchase.

**DISCLOSURE STATEMENT:
VACANT LAND**

83. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

84. Property located at _____.

85. (13) Is the Property located in a drainage district, County or Judicial Drainage System? Yes No

86. (14) Is the Property drain tiled? Yes No

87. (15) Is there a private drainage system on the Property? Yes No

88. (16) Is the Property located within a government designated disaster evacuation zone
89. (e.g., nuclear facility, hazardous chemical facility, hazardous waste facility)? Yes No

90. (17) Are there encroachments? Yes No

91. (18) Please provide clarification or further explanation for all applicable "Yes" responses in Section A:

92. _____

93. _____

94. **B. GENERAL CONDITION:** The following questions are to be answered to the best of Seller's knowledge.

95. (1) Are there any structures, improvements, or emblements (e.g., crops) included
96. in the sale? Yes No

97. If "Yes," list all items: _____

98. _____

99. (2) Are there any abandoned or junk motor vehicles, equipment of any kind, or debris
100. included in the sale? Yes No

101. If "Yes," list all items: _____

102. _____

103. (3) Are there any drainage issues, flooding, or conditions conducive to flooding? Yes No

104. (4) Has there been any damage by wind, fire, flood, hail, or other cause(s)? Yes No

105. If "Yes," give details of what happened and when: _____

106. _____

107. (5) Were there any previous structures on the Property? Yes No

108. (6) Are there any settling, erosion, or soil movement problems on or affecting
109. the Property? Yes No

110. (7) Are there any gravel pits, caves, sink holes, or mineshafts on or affecting
111. the Property? Yes No

112. (8) For any questions in Section B answered "Yes," please explain: _____

113. _____

114. _____

115. **C. USE RESTRICTIONS:** The following questions are to be answered to the best of Seller's knowledge.

116. (1) Do any of the following types of covenants, conditions, reservations of rights or use, or restrictions affect
117. the use or future resale of the Property?

118. (a) Are there easements, other than utility or drainage easements? Yes No

119. (b) Are there any public or private use paths or roadway rights of way/
120. easement(s)? Yes No

121. (c) Are there any ongoing financial maintenance or other obligations related to
122. the Property that the buyer will be responsible for? Yes No

**DISCLOSURE STATEMENT:
VACANT LAND**

124. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

125. Property located at _____.

126. (d) Are there any communication, power, wind, pipeline (utility or drainage),
127. or other utility rights of way/easement(s)? Yes No

128. (e) Are there any railroad or other transportation rights of way/easement(s)? Yes No

129. (f) Is there subdivision or other recorded covenants, conditions, or restrictions? Yes No

130. (g) Are there association requirements or restrictions? Yes No

131. (h) Is there a right of first refusal to purchase? Yes No

132. (i) Is the Property within the boundaries of a Native American reservation? Yes No

133. (j) Are there any Department of Natural Resources restrictions? Yes No

134. (k) Is the Property located in a watershed district? Yes No

135. (l) Is the Property enrolled in any federal, state, or local governmental programs
136. (e.g., conservation programs, CREP, CRP, EQIP, Green Acres, Managed Forest Land,
137. RIM, riparian buffers, Rural Preserve, SFIA, WRP/RIM-WRP, etc.)? Yes No

138. (m) Are there any USDA Wetland Determinations? Yes No

139. (n) Are there any USDA Highly Erodible Land Determinations? Yes No

140. (o) Are there any conservation practices installed (e.g., terracing, waterways,
141. control structures)? Yes No

142. (p) Are there any federal or state listed species? Plants Animals Yes No

143. (q) Are there any third parties which have an interest in the mineral rights? Yes No

144. (r) Is there any forfeiture or transfer of rights (e.g., mineral, timber,
145. development, etc.) Yes No

146. (s) Are there any historical registry restrictions? Yes No

147. (t) If any of the questions in Section C(1) are answered "Yes," please provide written copies of these
148. covenants, conditions, reservations, or restrictions if in your possession: _____

149. _____

150. _____

151. (2) Have you ever received notice from any person or authority as to any breach of any of these covenants,
152. conditions, reservations, or restrictions? Yes No

153. If "Yes," please explain: _____

154. _____

155. _____

156. (3) Is the Property currently rented? Yes No

157. If "Yes," is there a written lease? Yes No

158. If "Yes," please provide a copy of the lease if in your possession or provide information:

159. Lease start date: _____

160. Lease end date: _____

161. Number of acres leased: _____

162. Price/acre: _____

163. Terms of lease: _____

164. Renter's name: _____ Phone number: _____

165. May the renter be contacted for information on the Property? Yes No

DISCLOSURE STATEMENT:
VACANT LAND

166. Page 5

167. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

168. Property located at _____.

169. (4) Is woodland leased for recreational purposes? Yes No

170. (5) Has a timber cruise been completed on woodland? Yes No

171. (6) Has timber been harvested in the past 25 years? Yes No

172. If "Yes," what species was harvested? _____

173. Was harvest monitored by a registered forester? Yes No

174. (7) Are there plans for a new road, expansion of an existing road, airport, trail,
175. affect by railroad, or other improvement that may affect this Property? Yes No

176. If "Yes," please explain: _____

177. _____

178. _____

179. (8) Are there any zoning violations, nonconforming uses, or unusual restrictions on the
180. Property that would affect future construction or remodeling? Yes No

181. **D. UTILITIES:** The following questions are to be answered to the best of Seller's knowledge.

182. (1) Have any percolation tests been performed? Yes No

183. When? _____ By whom? _____

184. Attach copies of results, if in your possession.

185. (2) Subsurface Sewage Treatment System Disclosure: (A subsurface sewage treatment system disclosure is
186. required by MN Statute 115.55.) (Check appropriate box.)

187. Seller **DOES** **DOES NOT** know of a subsurface sewage treatment system on or serving the above-described
------(Check one.)-----

188. real Property. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure Statement:*
189. *Subsurface Sewage Treatment System.*)

190. There is an abandoned subsurface sewage treatment system on the above-described real Property.
191. (See *Disclosure Statement: Subsurface Sewage Treatment System.*)

192. (3) Private Well Disclosure: (A well disclosure and Certificate are required by MN Statute 1031.235.)
193. (Check appropriate box(es).)

194. Seller does not know of any wells on the above-described real Property.

195. There are one or more wells located on the above-described real Property.

196. (See *Disclosure Statement: Well.*)

197. This Property is in a Special Well Construction Area.

198. There are wells serving the above-described Property that are not located on the Property.

199. (a) How many properties or residences does the shared well serve? _____

200. (b) Is there a maintenance agreement for the shared well? Yes No

201. If "Yes," what is the annual maintenance fee? \$ _____

**DISCLOSURE STATEMENT:
VACANT LAND**

203. **THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

204. Property located at _____.

205. (4) Are any of the following presently existing within the Property:
- | | | |
|---|---|-----------------------------|
| 206. (a) connection to public water? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 207. (b) connection to public sewer? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 208. (c) connection to private water system off-property? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 209. (d) connection to electric utility? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 210. (e) connection to pipelines (natural gas, petroleum, other)? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 211. (f) connection to communication, power, or utility lines? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 212. (g) connection to telephone? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 213. (h) connection to fiber optic? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 214. (i) connection to cable? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

E. ENVIRONMENTAL CONCERNS: The following questions are to be answered to the best of Seller's knowledge.

216. (1) Are there any buried storage tanks or buried debris or waste on the Property? Yes No

217. If "Yes," give details: _____

218. _____

219. (2) Are there any hazardous or toxic substances or wastes in, on, or affecting the Property? Yes No

221. If "Yes," give details: _____

222. _____

223. (3) Have any soil tests been performed? Yes No

224. When? _____ By whom? _____

225. Attach copies of results if in your possession.

226. (4) Are there any soil problems? Yes No

227. If "Yes," give details: _____

228. _____

229. (5) Are there any dead or diseased trees? Yes No

230. If "Yes," give details: _____

231. (6) Are there any insect/animal/pest infestations? Yes No

232. If "Yes," give details: _____

233. _____

234. (7) Are there any animal burial pits? Yes No

235. If "Yes," give details: _____

236. (8) Are there any unused wells or other potential environmental hazards (e.g., fuel or

237. chemical storage tanks, contaminated soil or water) on the land? Yes No

238. If "Yes," give details: _____

239. _____

240. (9) Did the land at one time abut or was located in close proximity to a gas station, refuse disposal site, toxic substance storage site, junk yard, or other pollution situation? Yes No

242. If "Yes," give details: _____

243. _____

**DISCLOSURE STATEMENT:
VACANT LAND**

245. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

246. Property located at _____.
247. (10) Is the Property located in or near an agricultural zone? Yes No
248. If "Yes," the Property may be subjected to normal and accepted agricultural practices and operations
249. including, but not limited to, noise; dust; day and nighttime operation of farm machinery; the raising and
250. keeping of livestock; and the storage and application of manure, fertilizers, soil amendments, herbicides
251. and pesticides associated with normal agricultural operations.
252. (11) Are there any landfills or waste disposal sites within two (2) miles of the Property? Yes No
253. If "Yes," give details: _____
254. _____
255. (12) Is there any government sponsored clean-up of the Property? Yes No
256. If "Yes," give details: _____
257. _____
258. (13) Are there currently, or have previously been, any orders issued on the Property by any governmental authority
259. ordering the remediation of a public health nuisance on the Property? Yes No
260. If "Yes," Seller certifies that all orders **HAVE** **HAVE NOT** been vacated.
- (Check one.)*-----
261. (14) Other: _____
262. _____

263. **F. RADON DISCLOSURE:** (The following Seller disclosure satisfies MN Statute 144.496.)

264. **RADON WARNING STATEMENT:** The Minnesota Department of Health strongly recommends that ALL

265. homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends

266. having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can

267. easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

268. Every buyer of any interest in residential real property is notified that the property may present exposure to

269. dangerous levels of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer.

270. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading

271. cause overall. The seller of any interest in residential real property is required to provide the buyer with any

272. information on radon test results of the dwelling.

273. **RADON IN REAL ESTATE:** By signing this Statement, Buyer hereby acknowledges receipt of the Minnesota

274. Department of Health's publication entitled **Radon in Real Estate Transactions**, which is attached hereto and

275. can be found at www.health.state.mn.us/communities/environment/air/radon/radonre.html.

276. A seller who fails to disclose the information required under MN Statute 144.496, and is aware of material facts

277. pertaining to radon concentrations in the Property, is liable to the Buyer. A buyer who is injured by a violation of MN

278. Statute 144.496 may bring a civil action and recover damages and receive other equitable relief as determined by

279. the court. Any such action must be commenced within two years after the date on which the buyer closed the

280. purchase or transfer of the real Property.

281. **SELLER'S REPRESENTATIONS:** The following are representations made by Seller to the extent of Seller's actual

282. knowledge.

283. (a) Radon test(s) **HAVE** **HAVE NOT** occurred on the Property.
- (Check one.)*-----
284. (b) Describe any known radon concentrations, mitigation, or remediation. **NOTE:** Seller shall attach the most
285. current records and reports pertaining to radon concentration within the dwelling:

286. _____

287. _____

DISCLOSURE STATEMENT:
VACANT LAND

289. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

290. Property located at _____.

291. (c) There IS IS NOT a radon mitigation system currently installed on the Property.

-----*(Check one.)*-----

292. If "IS," Seller shall disclose, if known, information regarding the radon mitigation system, including system
293. description and documentation.

294. _____

295. _____

296. **EXCEPTIONS:** See Section O for exceptions to this disclosure requirement.

297. **G. CHRONIC WASTING DISEASE IN CERVIDAE:** (The following Seller disclosure satisfies MN Statute 35.155, Subd. 11(d).)

298. Has Chronic Wasting Disease been detected on the Property?

YES NO

299. If Yes, see *Disclosure Statement: Chronic Wasting Disease*.

-----*(Check one.)*-----

300. **H. PREFERENTIAL PROPERTY TAX TREATMENT:** Is the Property subject to any preferential

301. property tax status or any other credits affecting the Property (e.g., Exclusive Ag Covenant,

302. Green Acres, Managed Forest Land, Non-Profit Status, Rural Preserve, SFIA, etc.)?

Yes No

303. If "Yes," would these terminate upon the sale of the Property?

Yes No

304. Explain: _____

305. **I. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
306. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must
307. withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply.

308. Seller represents that Seller IS IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation,

-----*(Check one.)*-----

309. foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall
310. survive the closing of any transaction involving the Property described herein.

311. **NOTE:** If the above answer is "IS," Buyer may be subject to income tax withholding in connection with the
312. transaction (unless the transaction is covered by an applicable exception to FIRPTA withholding). In
313. non-exempt transactions, Buyer may be liable for the tax if Buyer fails to withhold.

314. If the above answer is "IS NOT," Buyer may wish to obtain specific documentation from Seller ensuring
315. Buyer is exempt from the withholding requirements as prescribed under Section 1445 of the Internal
316. Revenue Code.

317. Due to the complexity and potential risks of failing to comply with FIRPTA, including Buyer's responsibility
318. for withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding**
319. **FIRPTA compliance, as the respective licensees representing or assisting either party will be unable to**
320. **assure either party whether the transaction is exempt from the FIRPTA withholding requirements.**

321. **J. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

322. (A methamphetamine production disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

323. Seller is not aware of any methamphetamine production that has occurred on the Property.

324. Seller is aware that methamphetamine production has occurred on the Property.

325. (*See Disclosure Statement: Methamphetamine Production.*)

326. **K. NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety zone
327. with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are
328. filed with the county recorder in each county where the zoned area is located. If you would like to determine if
329. such zoning regulations affect the Property, you should contact the county recorder where the zoned area is
330. located.

331. **L. CEMETERY ACT:** MN Statute 307.08 prohibits any damage or illegal molestation of human remains, burials,
332. or cemeteries. A person who intentionally, willfully and knowingly destroys, mutilates, injures, disturbs or removes
333. human skeletal remains or human burial grounds is guilty of a felony.

334. Are you aware of any human remains, burials, or cemeteries located on the Property? Yes No

335. If "Yes," please explain: _____

336. All unidentified human remains or burials found outside of platted, recorded, or identified cemeteries and in
337. contexts which indicate antiquity greater than 50 years shall be dealt with according to the provisions of MN
338. Statute 307.08, Subd. 7.

**DISCLOSURE STATEMENT:
VACANT LAND**

339. Page 9

340. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

341. Property located at _____.

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

347. **N. NOTICES/OTHER DEFECTS/MATERIAL FACTS:** The following questions are to be answered to the best of
348. Seller's knowledge.

349. **Notices:** Seller HAS HAS NOT received a notice regarding **any** proposed improvement project from **any**
------(Check one.)-----
350. assessing authorities, the costs of which project may be assessed against the Property. If "HAS," please attach
351. and/or explain: _____
352. _____

353. **Other Defects/Material Facts:** Are there any other material facts that could adversely and significantly affect an
354. ordinary buyer's use or enjoyment of the Property or any intended use of the Property? Yes No
355. If "Yes," explain: _____
356. _____

357. **O. MN STATUTES 513.52 THROUGH 513.60:**

358. **Exceptions:** The seller disclosure requirements of MN Statutes 513.52 through 513.60 **DO NOT** apply to
359. (1) real property that is not residential real property;
360. (2) a gratuitous transfer;
361. (3) a transfer pursuant to a court order;
362. (4) a transfer to a government or governmental agency;
363. (5) a transfer by foreclosure or deed in lieu of foreclosure;
364. (6) a transfer to heirs or devisees of a decedent;
365. (7) a transfer from a co-tenant to one or more other co-tenants;
366. (8) a transfer made to a spouse, parent, grandparent, child, or grandchild of Seller;
367. (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property
368. agreement incidental to that decree;
369. (10) a transfer of newly constructed residential property that has not been inhabited;
370. (11) an option to purchase a unit in a common interest community, until exercised;
371. (12) a transfer to a person who controls or is controlled by the grantor as those terms are defined with
372. respect to a declarant under section 515B.1-103, clause (2);
373. (13) a transfer to a tenant who is in possession of the residential real property; or
374. (14) a transfer of special declarant rights under section 515B.3-104.

375. **MN STATUTES 144.496: RADON AWARENESS ACT**

376. The seller disclosure requirements of MN Statute 144.496 DO NOT apply to (1)-(9) and (11)-(14) above. Sellers
377. of newly constructed residential property must comply with the disclosure requirements of MN Statute 144.496.

378. **Waiver:** The written disclosure required under sections 513.52 to 513.60 may be waived if Seller and the
379. prospective Buyer agree in writing. Waiver of the disclosure required under sections 513.52 to 513.60 does not
380. waive, limit, or abridge any obligation for seller disclosure created by any other law.

381. **No Duty to Disclose**

382. A. There is no duty to disclose the fact that the Property
383. (1) is or was occupied by an owner or occupant who is or was suspected to be infected with Human
384. Immunodeficiency Virus or diagnosed with Acquired Immunodeficiency Syndrome;
385. (2) was the site of a suicide, accidental death, natural death, or perceived paranormal activity; or
386. (3) is located in a neighborhood containing any adult family home, community-based residential facility,
387. or nursing home.

**DISCLOSURE STATEMENT:
VACANT LAND**

389. **THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

390. Property located at _____.

391. B. **Predatory Offenders.** There is no duty to disclose information regarding an offender who is required to
392. register under MN Statute 243.166 or about whom notification is made under that section, if Seller, in a
393. timely manner, provides a written notice that information about the predatory offender registry and
394. persons registered with the registry may be obtained by contacting the local law enforcement agency
395. where the property is located or the Department of Corrections.
396. C. The provisions in paragraphs A and B do not create a duty to disclose any facts described in paragraphs
397. A and B for property that is not residential property.
398. D. **Inspections.**
399. (1) Except as provided in paragraph (2), Seller is not required to disclose information relating to the real
400. Property if a written report that discloses the information has been prepared by a qualified third party
401. and provided to the prospective buyer. For purposes of this paragraph, "qualified third party" means
402. a federal, state, or local governmental agency, or any person whom Seller or prospective buyer reasonably
403. believes has the expertise necessary to meet the industry standards of practice for the type of
404. inspection or investigation that has been conducted by the third party in order to prepare the written
405. report.
406. (2) Seller shall disclose to the prospective buyer material facts known by Seller that contradict any
407. information included in a written report under paragraph (1) if a copy of the report is provided to Seller.

408. **P. ADDITIONAL COMMENTS:**

409. _____
410. _____
411. _____

412. **Q. SELLER'S STATEMENT: (To be signed at time of listing.)**

413. Seller(s) hereby states the facts as stated above are true and accurate and authorizes any licensee(s)
414. representing or assisting any party(ies) in this transaction to provide a copy of this Disclosure Statement to
415. any person or entity in connection with any actual or anticipated sale of the Property. A seller may provide this
416. Disclosure Statement to a real estate licensee representing or assisting a prospective buyer. The Disclosure
417. Statement provided to the real estate licensee representing or assisting a prospective buyer is considered to have
418. been provided to the prospective buyer. If this Disclosure Statement is provided to the real estate licensee
419. representing or assisting the prospective buyer, the real estate licensee must provide a copy to the prospective
420. buyer.

421. **Seller is obligated to continue to notify Buyer in writing of any facts that differ from the facts disclosed**
422. **here (new or changed) of which Seller is aware that could adversely and significantly affect the Buyer's**
423. **use or enjoyment of the Property or any intended use of the Property that occur up to the time of closing.**
424. To disclose new or changed facts, please use the *Amendment to Disclosure Statement* form.

425. _____
(Seller) (Date) (Seller) (Date)

426. **R. BUYER'S ACKNOWLEDGEMENT: (To be signed at time of purchase agreement.)**

427. I/We, the Buyer(s) of the Property, acknowledge receipt of this *Disclosure Statement: Vacant Land* and agree
428. that no representations regarding facts have been made other than those made above. This Disclosure Statement
429. is not a warranty or guarantee of any kind by Seller or licensee representing or assisting any party in the
430. transaction and is not a substitute for any inspections or warranties the party(ies) may wish to obtain.

431. The information disclosed is given to the best of Seller's knowledge.

432. _____
(Buyer) (Date) (Buyer) (Date)

433. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HERE AND ARE**
434. **NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.**



**ADDENDUM OR AMENDMENT
TO LISTING CONTRACT / BUYER
REPRESENTATION CONTRACT /
FACILITATOR SERVICES AGREEMENT**

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- 1. Date _____
- 2. Page _____ of _____ pages

3. Addendum or Amendment to
------(Check one.)-----

4. Listing Contract Buyer Representation Contract Facilitator Services Agreement between parties,

5. dated _____. In the event of a conflict between this Addendum or Amendment and
6. any other provision of the specified Contract or Agreement the language in this Addendum or Amendment shall govern.

7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____
21. _____
22. _____
23. _____
24. _____
25. _____
26. _____

27. **BROKER:** _____

CLIENT: _____

28. **ACCEPTED BY:** _____
(Real Estate Company Name)

ACCEPTED BY: _____
(Client's Signature)

29. **BY:** _____
(Licensee's Signature)

BY: _____
(Client's Printed Name)

30. _____
(Licensee's Printed Name)

(Date)

31. _____
(Date)

**ADDENDUM OR AMENDMENT
TO LISTING CONTRACT / BUYER
REPRESENTATION CONTRACT /
FACILITATOR SERVICES AGREEMENT**

32.

CLIENT: _____

33.

ACCEPTED BY: _____
(Client's Signature)

34.

(Client's Printed Name)

35.

(Date)

36.

**THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).
IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

37.

MN:AALCBRCFA-2 (8/23)





RESIDENTIAL LEASE AGREEMENT

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1. Date _____

2. Page 1 of _____

3. Lease Agreement ("Lease"), dated _____, pertaining to the lease of the property

4. located at Street Address: _____

5. Unit Number: _____, City of _____,

6. County of _____, State of Minnesota, Zip Code: _____

7. ("Premises"), by and between (list all Tenants) _____

8. _____ ("Tenant")

9. and _____ ("Owner"). The

10. Premises include a garage storage unit parking stall identified as garage/unit/stall number _____ .
------(Check all that apply.)-----

11. The Premises ARE ARE NOT part of a Common Interest Community ("CIC"). If the answer is "ARE," see the
------(Check all that apply.)-----

12. attached Addendum to Residential Lease Agreement: Common Interest Community ("CIC").

13. 1. TERMS OF LEASE: The following provisions and definitions apply to this Lease. They are modified and
14. supplemented by the remaining terms of this Lease.

15. (a) Term: The term means:

16. the period of time starting on _____ and ending on _____ .

17. the period of time starting on _____ and ending on the last day of the month, but
18. automatically renewing on the first of each subsequent month and ending on the last day of each
19. subsequent month, for an indefinite period until either party provides notice to terminate the lease
20. (month-to-month).

21. (b) Rent: The rent is \$ _____ per month.

22. If the Lease starts or ends on a date other than the first or last day of the month, the rent for that partial month
23. shall be as follows: (Check all that apply.)

24. First month rent, if partial month, is \$ _____

25. Last month rent, if partial month, is \$ _____

26. (c) Non-optional fees: Non-optional fees are \$ _____

27. The fees specified below are non-optional and must be paid by the Tenant:

28. One time, non-optional fees \$ _____

29. Recurring, non-optional fees \$ _____

30. (d) Total Monthly Payment: The sum total of Rent plus recurring non-optional fees is \$ _____ per month

31. (e) Utilities: (see Paragraph 4)

32. Paid by Tenant Owner.
------(Check one.)-----

33. OR

34. Paid in part by each with Tenant to pay for _____

35. and Owner to pay for _____ .

36. (f) Security Deposit: The security deposit is \$ _____ , and

37. shall be held by _____ .

38. (g) Late Fee: The late fee is \$ _____ (not to exceed eight percent (8%)

39. of the overdue rent amount).

RESIDENTIAL LEASE AGREEMENT

41. Premises located at _____

42. (h) **Pets:** (see Paragraph 7)

43. Pets are not allowed.

44. Pets are allowed and Tenant may have _____ cats and _____ dogs on the Premises and no pet
45. may weigh more than _____ pounds. Tenant shall be allowed to have _____
46. on the Premises.

47. Additional payments:

48. There shall be a pet rent of \$_____ per month.

49. There shall be a one-time, non-refundable pet fee of \$_____.

50. There shall be a refundable pet deposit, collected in addition to the security deposit, of
51. \$_____, which may be retained by Owner to the extent that it is needed
52. to make repairs to the Premises that were caused by the pet(s). The pet deposit shall be governed by
53. MN Statute 504B.178.

54. (i) **Occupants:** The occupants of the Premises are _____

55. _____

56. _____

57. (j) **Notices:** Addresses for Notices:

58. If to Owner:

59. _____

60. _____

61. _____

62. _____

(Phone)

If to Tenant:

(Phone)

63. (k) **Lead-Based Paint:** The Premises WERE WERE NOT built before 1978. If "were" is checked,
64. -----(Check one.)-----

Tenant acknowledges receipt of a copy of the disclosure identified in Paragraph 28. _____
(Tenant's initials.)

65. 2. **TERM:** This Lease is for the term set forth in Paragraph 1(a), unless sooner terminated as provided here, or unless
66. extended by written agreement by Tenant and Owner prior to the end of Lease term. If Owner and Tenant fail to
67. agree to mutually acceptable extension/renewal terms, this Lease shall terminate according to its original term.

68. 3. **RENT:** During the term of this Lease, Tenant shall pay the rent specified in Paragraph 1(b). Rent shall be paid by
69. Tenant to Owner on or before the first day of each and every month during the Lease term. Rent is considered
70. paid when received by Owner. Each Tenant is individually responsible for payment of the full amount of the rent
71. to Owner, including additional rent as defined in this Lease. Tenant's obligation to pay rent shall survive the
72. termination of this Lease. Tenant must continue to pay all rent even if Tenant surrenders the Premises or is evicted by Owner.

73. 4. **UTILITIES:** If the "Paid by Tenant" box is checked in Paragraph 1(e), then Tenant shall pay all utilities directly to the
74. service provider, including water, sewer, gas, electricity, fuel oil, trash removal, recycling, telephone, cable, and
75. association dues. Tenant shall be responsible to Owner for any utilities payments that have not been paid, including
76. late charges or fees imposed by the service provider.

RESIDENTIAL LEASE AGREEMENT

77. Page 3 Date _____

78. Premises located at _____ .
79. If the "Paid in part by each" box is checked in Paragraph 1(e), then Tenant shall pay directly to the service provider
80. the utilities noted in Paragraph 1(e) to be paid for by Tenant and shall be responsible to Owner for any utilities
81. payments that have not been paid, including late charges or fees imposed by the service provider, and Owner shall
82. pay directly to the service provider the utilities noted in Paragraph 1(e) to be paid for by Owner. Tenant is responsible
83. for contracting for and paying for any other utilities desired. No modification to the Premises to install or add
84. may utilities occur without Owner's consent in writing. Any utilities not specified to be paid by Owner shall be
85. may paid by Tenant.
86. If utilities Tenant is to pay for are provided or paid for by Owner, then Tenant shall pay Owner for such utilities upon
87. demand in the amounts due as identified in statements covering the period during which this Lease is in effect.
88. Owner and Tenant understand that if the Premises is a "single-metered residential building" as defined in MN
89. Statute 504B.215, then Owner must comply with the requirements of MN Statute 504B.215. Owner is advised to
90. seek legal advice regarding payment of utilities.
91. 5. **SECURITY DEPOSIT:** Owner acknowledges receipt of the security deposit from Tenant in the amount set forth
92. in Paragraph 1(f). Owner shall retain the security deposit for the entire term of this Lease, including any extensions.
93. Owner may use the security deposit as permitted by Minnesota law, and shall, to the extent required by Minnesota
94. law, return any remaining portion of the security deposit, as well as any required interest, to Tenant following the
95. termination of this Lease. If Owner uses a portion of the security deposit during the Lease to cure a default by
96. Tenant, Tenant shall replenish the security deposit to the full amount, upon request by Owner.
97. 6. **LATE FEES:** If Owner does not receive the rent on or before the fifth (5th) day of any month, Tenant shall pay
98. a late fee in the amount stated in Paragraph 1(g) to compensate Owner for the time, expense, and administrative
99. burdens resulting from such late payment. In the event the amount in Paragraph 1(g) exceeds eight percent (8%)
100. of the overdue rent payment, the late fee shall be eight percent (8%) of the overdue amount in order to comply
101. with MN Statute Chapter 504B. The late fee shall be considered additional rent. Tenant shall be assessed a returned
102. check fee in the amount of \$30, pursuant to MN Statute 604.113, Subd. 2, as additional rent for each unpaid
103. check which is returned by Tenant's bank. Civil penalties may be imposed for nonpayment.
104. 7. **PETS:** If the "Pets are not allowed" box is checked in Paragraph 1(h), Tenant shall not have animals or pets of any
105. kind on the Premises, except as required by the Fair Housing Act and other applicable law. If the "Pets are allowed"
106. box is checked in Paragraph 1(h), Tenant may have on the Premises the pets noted in Paragraph 1(h).
107. 8. **INITIAL INSPECTION:** (a) Tenant may request an initial inspection of the Premises for the purposes of identifying
108. existing deficiencies in the Premises to avoid deductions for the security deposit of the Tenant at a future date.
109. If the Tenant requests an inspection, the Owner and Tenant must schedule the inspection at a mutually acceptable
110. date and time.
111. (b) In lieu of an initial inspection when Tenant agrees, Owner may provide written acknowledgment to the Tenant
112. of photos or videos of a rental unit and agree to the condition of the Premises at the start of the tenancy.
113. 9. **OCCUPANCY:** Only Tenant and the occupants listed in Paragraph 1(i) may reside in the Premises, unless otherwise
114. permitted by law. The number of occupants is restricted in accordance with the Minnesota State Building Code
115. and/or local building code.
116. 10. **USE OF THE PREMISES:** The Premises, and all utilities, shall be used by Tenant and occupants exclusively as a
117. private, single family dwelling for residential purposes only. The Premises may not be used for transient, hotel,
118. commercial, business, or other non-residential purposes.
119. 11. **DAMAGE TO THE PREMISES:** Tenant shall pay for all loss, damage, costs, or expenses (including but not limited
120. to problems with or damage to plumbing, electrical, and appliances) caused by Tenant's willful or negligent conduct,
121. or the conduct of any occupant, guest, or person under Tenant's or any occupant's direction or control. Tenant
122. shall promptly notify Owner of any conditions which may cause damage to the Premises or waste of utilities or other
123. services provided by Owner. The Premises may not be modified, altered, improved, or repaired without prior
124. authorization from Owner, in writing. Modification includes but is not limited to modification of floor covering or
125. wall covering, changing/replacing/adding fixtures or attachments, painting or anything which creates a hole or
126. mark that cannot be remedied without expense to the Owner.

RESIDENTIAL LEASE AGREEMENT

127. Page 4 Date _____

128. Premises located at _____

129. 12. **MOVE OUT INSPECTION:** Within a reasonable time after notification of either the Owner of Tenant's intention to terminate
130. the tenancy, or before the end of the lease term, the Owner must notify the tenant in writing of the Tenant's option
131. to request (a) a move-out inspection and of the Tenant's right to be present at the inspection. If the Tenant requests
132. a move-out inspection, Owner and Tenant must attempt to schedule the inspection at a mutually acceptable date
133. date and time, but not earlier than five (5) days before the termination or end of the lease date, or the day the Tenant
134. plans to vacate the Premises.
135. (b) In lieu of an initial inspection when Tenant agrees, Owner may provide written acknowledgment to the Tenant
136. of photos or videos of the Premises and agree to the condition of the rental unit at the end of the tenancy.

137. 13. **INSPECTION OF THE PREMISES AND RIGHT OF ENTRY:** Owner, or Owner's designee, may enter upon the
138. Premises for any reasonable business purpose, including to inspect the Premises from time to time. Owner
139. shall make a good faith effort to give Tenant reasonable notice under the circumstances of not less than 24 hours in advance
140. of the intent to enter except in the case of an emergency. The notice must specify a time or anticipated window of time of entry
141. and the Owner may only enter between the hours of 8:00 a.m. and 8:00 p.m. unless the Owner and Tenant agree to an
142. earlier or later time. In the event Owner enters the Premises for emergency purposes, Owner shall provide written confirmation
143. to Tenant of the emergency entry, which confirmation shall include the date, time and purpose of the emergency entry.

144. 14. **COVENANTS OF OWNER:** Owner covenants and promises that:
145. (a) the Premises and all common areas are fit for the use intended by the parties;
146. (b) Owner will make all necessary repairs to the Premises during the term of the Lease, except where damage is
147. caused by Tenant, any occupant and/or any guest or person under Tenant's or any occupant's direction or
148. control;
149. (c) Owner shall keep the Premises up to applicable federal, state, and local codes, except where a code violation
150. is caused by Tenant, any occupant and/or any guest or person under Tenant's or any occupant's direction or
151. control, in which case Tenant shall correct the code violation at Tenant's sole cost. Tenant shall notify Owner
152. in writing of any necessary repairs before engaging in such repair.

153. 15. **COVENANTS OF TENANT:** Tenant covenants and promises that:
154. (a) Tenant will not cause damage to the Premises or allow the Premises to be damaged by others;
155. (b) Tenant will not make alterations or additions to the Premises (including but not limited to such issues as are
156. identified in Paragraph 10) without the prior written consent of Owner;
157. (c) Tenant will not remove any of Owner's personal property from the Premises (including but not limited to
158. appliances);
159. (d) Tenant will maintain the Premises in a clean and habitable condition;
160. (e) Tenant will not disturb the peace and quiet of other tenants in the building and/or neighbors, or allow any
161. occupant or guest to do so;
162. (f) Tenant will not store hazardous or flammable substances on the Premises;
163. (g) Tenant will not use the Premises for illegal or unlawful activities, or in an illegal manner, or in a manner which
164. would cause cancellation, restriction, or increase in premiums for Owner's insurance, or such use as which
165. would constitute a violation of applicable code or ordinance;
166. (h) Tenant shall not have water beds or any water-filled furniture in the Premises;
167. (i) Tenant will not smoke in the Premises or permit smoking to occur in the Premises; and
168. (j) Tenant will not interfere with Owner in the management of the Premises or the property surrounding the
169. Premises.
170. (k) Tenant shall obtain a liability insurance policy with coverage in the amount of at least
171. \$ _____ to cover injuries or other accidents that may happen on the Premises
172. during Tenant's tenancy.

173. 16. **MAINTENANCE:** Owner and Tenant agree that the following maintenance items, if applicable, will be completed
174. by the party elected here:
175. (a) Snow removal from sidewalks, driveways, and other necessary snow removal on the Premises shall be
176. completed by Owner Tenant Not Applicable.

------(Check one.)-----

RESIDENTIAL LEASE AGREEMENT

177. Page 5 Date _____

178. Premises located at _____ .

179. (b) Lawn maintenance, including mowing and _____ on the Premises shall be
180. completed by Owner Tenant Not Applicable.

------(Check one.)-----

181. (c) Adding salt to the water softener shall be completed by Owner Tenant Not Applicable.

------(Check one.)-----

182. Additionally, Tenant shall be responsible for the following maintenance tasks: _____

183. _____

184. _____ ;

185. and Owner shall be responsible for the following maintenance tasks: _____

186. _____

187. _____

188. In accordance with MN Statute 504B.161, Subd. 2, Tenant hereby acknowledges the receipt of adequate
189. compensation, reflected in the amount of rent due pursuant to this Lease for the performance of the above-
190. referenced maintenance activities to be completed by Tenant.

191. 17. **VEHICLE STORAGE:** Neither Tenant nor any occupant shall store or park any unlicensed or inoperable vehicle,
192. or any motor home, camper, trailer, boat, or other recreational vehicle on or around the Premises. Neither Tenant
193. nor any occupant shall store or park any commercial truck on or around the Premises. If, after three (3) days' notice
194. to Tenant, Tenant fails to remove an unauthorized vehicle from on or around the Premises, Owner may remove
195. and store the vehicle, and Tenant shall pay the removal and storage expenses as additional rent.

196. 18. **LOCKS, KEYS, SECURITY CARDS, AND OPENERS:** Tenant may not add or change any locks on the
197. Premises. At Tenant's request, Owner shall change or re-key the locks at Tenant's expense. In the event that Tenant
198. is responsible for a lost or missing key, security card, or garage door opener relating to the Premises, Tenant shall either pay
199. \$ _____ for Owner to re-key the Premises, or \$ _____
200. for the Owner to obtain new copies from Owner's master key, at the election of Owner.

201. 19. **TRANSFER OF LEASE:** Tenant may not sublet all or part of the Premises without Owner's prior written consent.
202. Tenant may not assign or sell this Lease without Owner's prior written consent.

203. 20. **DAMAGE TO TENANT'S PROPERTY:** Owner shall not be responsible for any damage to Tenant's property, unless
204. such damage is caused by Owner's willful or grossly negligent conduct. Tenant may wish to secure a renter's
205. insurance policy to cover the loss or damage of Tenant's personal property.

206. 21. **HOLDING OVER:** Tenant may not continue to occupy the Premises after the initial term of this Lease unless this
207. Lease has been renewed in writing, or unless Owner consents to Tenant holding over. If Owner consents to Tenant
208. holding over without a written Lease extension, all provisions in this Lease shall remain applicable except that the
209. term of the Lease shall be month-to-month. If Lease becomes month-to-month, written notice to terminate is
210. required by Owner or Tenant to end the Lease. Such written notice must end the Lease on the last day of a month,
211. and must be received before the first day of that month (e.g., notice to terminate the Lease on July 31st must be
212. given on or before the preceding June 30th).

213. 22. **MOVING OUT:** Tenant and occupants shall move out not later than 12:00 p.m. (noon) on the last day of the Lease
214. term, or any extension of it. Tenant must leave the Premises in the same condition as it was as of the date of
215. commencement of the Lease term, ordinary wear and tear excepted. Tenant shall remove all personal property
216. of Tenant and occupants, including trash, from the Premises (including any storage unit, garage, or parking space).
217. Tenant shall provide Owner with Tenant's forwarding address. If Tenant fails to return to Owner all keys and garage
218. door openers within 24 hours of moving out, Tenant shall pay the costs of changing the locks and reprogramming
219. the garage opener.

RESIDENTIAL LEASE AGREEMENT

220. Page 6 Date _____

221. Premises located at _____ .
222. 23. **DESTRUCTION OF PREMISES:** If the Premises are destroyed or become uninhabitable or unfit for occupancy, this
223. Lease shall terminate upon reasonable written notice to Tenant, unless Owner, in Owner's reasonable discretion,
224. believes Owner can complete necessary repairs to the Premises in a reasonable period of time. If the damage or
225. destruction was not a result of any fault or negligence of Tenant, Tenant shall not be responsible for payment
226. of rent for the period of time in which the Premises are uninhabitable or unfit for occupancy provided such
227. determination has been agreed by Owner and Tenant or by a court of competent jurisdiction.
228. 24. **BREACH OF LEASE:** In the event of Tenant's breach of any term of this Lease, Owner has a right of re-entry and
229. may pursue all remedies available by law, including but not limited to the following:
230. (a) bring an eviction action immediately to remove Tenant and occupant from the Premises; or
231. (b) demand in writing that Tenant immediately, or at some specified future date, surrender the Premises to Owner
232. and if Tenant fails to do so, Owner may bring an eviction action; or
233. (c) terminate this Lease upon five (5) days written notice to Tenant.
234. Owner's acceptance of rent or additional rent during the time Tenant continues to occupy the Premises shall
235. not be construed as a waiver of Owner's right to evict Tenant. Tenant's obligation to pay rent shall continue after
236. Tenant's eviction from the Premises, through the expiration of the Lease term.
237. 25. **EARLY TERMINATION:** Tenant may not terminate this Lease early without prior written consent from Owner.
238. Should Tenant decide to vacate the Premises prior to the end of the Term specified in this Lease, Tenant will be
239. responsible for all rent owed pursuant to this Lease, along with any utilities necessary to prevent waste of the
240. Premises. Owner will make a reasonable effort to obtain a new tenant, satisfactory to Owner, to mitigate Tenant's
241. rental costs.
242. In any case, Tenant shall notify Owner upon Tenant's vacation of the Premises and return all keys, security cards,
243. and opens to Owner at that time. Failure to do so may result in damage to the Premises for which Tenant is
244. liable.
245. 26. **ELECTION OF REMEDIES:** Either Owner or Tenant may exercise any or all of its legal rights and remedies at any
246. time or from time to time, and the exercise of a particular remedy shall not be construed as a waiver of that party's
247. right to exercise some other remedy or as an election of remedies.
248. 27. **MISCELLANEOUS:**
249. (a) This Lease is subordinate to any mortgage on the Premises. Tenant shall sign any documents reasonably
250. requested by Owner, and hereby appoints Owner as Tenant's attorney-in-fact to execute such documents
251. as may be requested by a mortgagee.
252. (b) Any attachments to this Lease, such as rules and regulations, are part of this Lease.
253. (c) This Lease and any attachments comprise the entire agreement between Owner and Tenant. No oral
254. representations have been made. This Lease may not be modified except by written agreement of the parties.
255. 28. **NOTICES:** All notices and communications from Owner or Tenant to the other, required or permitted here, shall
256. be in writing and shall be considered to have been duly given if personally delivered or if sent by first class mail,
257. postage prepaid, to the other party at the address set forth in paragraph 1(h), or to such other address as such
258. party may designate by notice to the other party. Notice given to one Tenant shall be considered given to all
259. Tenants.
260. 29. **PROHIBITIONS AND STATUTORY NOTICES:** Owner and Tenant covenant and agree that neither will:
261. (a) unlawfully allow controlled substances in the Premises or in the common area and curtilage of the Premises;
262. (b) allow prostitution or prostitution-related activity as defined in MN Statute 617.80, Subd. 4, to occur on the
263. Premises or in the common area and curtilage of the Premises;
264. (c) allow the unlawful use or possession of a firearm in violation of section 609.66, Subd. 1(a), 609.67, or 624.713,
265. on the Premises or in the common area and curtilage of the Premises; or

RESIDENTIAL LEASE AGREEMENT

266. Page 7 Date _____

267. Premises located at _____

268. (d) allow stolen property or property obtained by robbery in the Premises or in the common area and curtilage
269. of the Premises.

270. Owner and Tenant further agree that neither they nor any person under their control will use the common area
271. and curtilage of the Premises to manufacture, sell, give away, barter, deliver, exchange, distribute, purchase, or
272. possess a controlled substance in violation of any criminal provision of MN Statute Chapter 152. This covenant
273. is not violated when a person other than the Owner or Tenant possesses or allows controlled substances in the
274. Premises, common area, or curtilage, unless the Owner or Tenant knew or had reason to know of that activity.

275. The following notice is required by MN Statute 504B.305:
276. A seizure under MN Statute 609.5317, Subd. 1, for which there is not a defense under MN Statute 609.5317,
277. Subd. 3, constitutes unlawful detention by Tenant.

278. 30. **LEAD-BASED PAINT DISCLOSURE:** If it is indicated in Paragraph 1(k) that the Premises were built before 1978,
279. then the Minnesota Association of REALTORS® *Addendum to Lease Agreement Disclosure of Information on*
280. *Lead-Based Paint and Lead-Based Paint Hazards* is attached to this Lease and is made a part of this Lease.

281. 31. **ADDENDA AND PAGE NUMBERING:** Attached addenda are a part of this Residential Lease Agreement.
282. Enter total number of pages of this Residential Lease Agreement, including addenda, on line two (2) of
283. page one (1).

284. 32. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related
285. to this transaction constitute valid, binding signatures.

286. 33. **LANDLORDS' AND TENANTS' RIGHTS AND RESPONSIBILITIES:** Tenant acknowledges they have been notified
287. of the availability of the *Landlords' and Tenants' Rights and Responsibilities* booklet through the Minnesota Attorney
288. General's Office: 445 Minnesota St., Suite 1400, St. Paul, MN 55101; (651) 296-3533 or (800) 657-3787;
289. www.ag.state.mn.us/brochures/pubLandlordTenants.pdf/.

290. 34. **RECEIPT OF COPY:** Tenant acknowledges receiving a copy of this Lease.

291. _____ (Owner's Signature) _____ (Date) _____ (Tenant's Signature) _____ (Date)

292. _____ (Owner's Printed Name) _____ (Tenant's Printed Name)

293. _____ (Owner's Signature) _____ (Date) _____ (Tenant's Signature) _____ (Date)

294. _____ (Owner's Printed Name) _____ (Tenant's Printed Name)

295. _____ (Tenant's Signature) _____ (Date)

296. _____ (Tenant's Printed Name)

297. _____ (Tenant's Signature) _____ (Date)

298. _____ (Tenant's Printed Name)

RESIDENTIAL LEASE AGREEMENT

299. Page 8 Date _____

300. **THIS MINNESOTA ASSOCIATION OF REALTORS® RESIDENTIAL LEASE AGREEMENT IS NOT**
301. **DESIGNED TO BE AND IS NOT WARRANTED TO BE INCLUSIVE OF ALL ISSUES OWNER AND TENANT**
302. **MAY WISH TO ADDRESS, AND EITHER PARTY MAY WISH TO MODIFY THIS LEASE TO ADDRESS**
303. **STATUTORY OR CONTRACTUAL MATTERS NOT CONTAINED IN THIS FORM.**
304. **BOTH PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY TO ENSURE**
305. **THIS CONTRACT ADEQUATELY ADDRESSES THAT PARTY'S RIGHTS.**

MN:RLA-8 (8/23)

SAMPLE