

**AGENCY RELATIONSHIPS IN  
REAL ESTATE TRANSACTIONS**

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

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

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

13. \_\_\_\_\_  
(Signature) (Date) (Signature) (Date)

14. I. **Seller's/Landlord's Broker:** A broker who lists a property, or a salesperson who is licensed to the listing broker,  
15. represents the Seller/Landlord and acts on behalf of the Seller/Landlord. A Seller's/Landlord's broker owes to  
16. the Seller/Landlord the fiduciary duties described on page two (2).<sup>(2)</sup> The broker must also disclose to the Buyer  
17. material facts as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and  
18. significantly affect the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to  
19. rental/lease transactions.) If a broker or salesperson working with a Buyer/Tenant as a customer is representing the  
20. Seller/Landlord, he or she must act in the Seller's/Landlord's best interest and must tell the Seller/Landlord any  
21. information disclosed to him or her, except confidential information acquired in a facilitator relationship (see paragraph  
22. V on page two (2)). In that case, the Buyer/Tenant will not be represented and will not receive advice and counsel  
23. from the broker or salesperson.

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

30. III. **Buyer's/Tenant's Broker:** A Buyer/Tenant may enter into an agreement for the broker or salesperson to represent  
31. and act on behalf of the Buyer/Tenant. The broker may represent the Buyer/Tenant only, and not the Seller/Landlord,  
32. even if he or she is being paid in whole or in part by the Seller/Landlord. A Buyer's/Tenant's broker owes to the  
33. Buyer/Tenant the fiduciary duties described on page two (2).<sup>(2)</sup> The broker must disclose to the Buyer material facts  
34. as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and significantly affect  
35. the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)  
36. If a broker or salesperson working with a Seller/Landlord as a customer is representing the Buyer/Tenant, he or  
37. she must act in the Buyer's/Tenant's best interest and must tell the Buyer/Tenant any information disclosed to him  
38. or her, except confidential information acquired in a facilitator relationship (see paragraph V on page two (2)). In  
39. that case, the Seller/Landlord will not be represented and will not receive advice and counsel from the broker or  
40. salesperson.

41. \_\_\_\_\_ I have had the opportunity to review the "Notice Regarding Predatory Offender Information" on  
(initial) (initial)  
42. page two. (2)

## AGENCY RELATIONSHIPS IN REAL ESTATE TRANSACTIONS

43. Page 2

44. IV. **Dual Agency - Broker Representing both Seller/Landlord and Buyer/Tenant:** Dual agency occurs when one  
45. broker or salesperson represents both parties to a transaction, or when two salespersons licensed to the same  
46. broker each represent a party to the transaction. Dual agency requires the informed consent of all parties, and  
47. means that the broker and salesperson owe the same duties to the Seller/Landlord and the Buyer/Tenant. This  
48. role limits the level of representation the broker and salesperson can provide, and prohibits them from acting  
49. exclusively for either party. In a dual agency, confidential information about price, terms and motivation for pursuing  
50. a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose  
51. specific information about him or her. Other information will be shared. Dual agents may not advocate for one party  
52. to the detriment of the other.<sup>(3)</sup>
53. Within the limitations described above, dual agents owe to both Seller/Landlord and Buyer/Tenant the fiduciary  
54. duties described below.<sup>(2)</sup> Dual agents must disclose to Buyers material facts as defined in MN Statute 82.68, Subd.  
55. 3, of which the broker is aware that could adversely and significantly affect the Buyer's use or enjoyment of the  
56. property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)
57. V. **Facilitator:** A broker or salesperson who performs services for a Buyer/Tenant, a Seller/Landlord or both but  
58. does not represent either in a fiduciary capacity as a Buyer's/Tenant's Broker, Seller's/Landlord's Broker or Dual  
59. Agent. **THE FACILITATOR BROKER OR SALESPERSON DOES NOT OWE ANY PARTY ANY OF THE FIDUCIARY**  
60. **DUTIES LISTED BELOW, EXCEPT CONFIDENTIALITY, UNLESS THOSE DUTIES ARE INCLUDED IN A**  
61. **WRITTEN FACILITATOR SERVICES AGREEMENT.** The facilitator broker or salesperson owes the duty of  
62. confidentiality to the party but owes no other duty to the party except those duties required by law or contained in  
63. a written facilitator services agreement, if any. In the event a facilitator broker or salesperson working with a Buyer/  
64. Tenant shows a property listed by the facilitator broker or salesperson, then the facilitator broker or salesperson  
65. must act as a Seller's/Landlord's Broker (see paragraph I on page one (1)). In the event a facilitator broker or  
66. salesperson, working with a Seller/Landlord, accepts a showing of the property by a Buyer/Tenant being represented  
67. by the facilitator broker or salesperson, then the facilitator broker or salesperson must act as a Buyer's/Tenant's  
68. Broker (see paragraph III on page one (1)).

- 
69. (1) This disclosure is required by law in any transaction involving property occupied or intended to be occupied by  
70. one to four families as their residence.
71. (2) The fiduciary duties mentioned above are listed below and have the following meanings:  
72. Loyalty - broker/salesperson will act only in client(s)' best interest.  
73. Obedience - broker/salesperson will carry out all client(s)' lawful instructions.  
74. Disclosure - broker/salesperson will disclose to client(s) all material facts of which broker/salesperson has knowledge  
75. which might reasonably affect the client(s)' use and enjoyment of the property.  
76. Confidentiality - broker/salesperson will keep client(s)' confidences unless required by law to disclose specific  
77. information (such as disclosure of material facts to Buyers).  
78. Reasonable Care - broker/salesperson will use reasonable care in performing duties as an agent.  
79. Accounting - broker/salesperson will account to client(s) for all client(s)' money and property received as agent.
80. (3) If Seller(s)/Landlord(s) decide(s) not to agree to a dual agency relationship, Seller(s)/Landlord(s) may give up the  
81. opportunity to sell/lease the property to Buyer(s)/Tenant(s) represented by the broker/salesperson. If Buyer(s)/  
82. Tenant(s) decide(s) not to agree to a dual agency relationship, Buyer(s)/Tenant(s) may give up the opportunity to  
83. purchase/lease properties listed by the broker.

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

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

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

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

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

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

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

23. The inspection report was prepared by \_\_\_\_\_

24. \_\_\_\_\_,

25. and dated \_\_\_\_\_, 20\_\_\_\_\_.

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. Seller  
37. 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. Seller is  
42. 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 certifies that Seller  **DOES**  **DOES NOT** know of a subsurface sewage treatment system on or serving  
57. \_\_\_\_\_ *(Check one.)*

58. the above-described real property. (If answer is **DOES**, and the system does not require a state permit, see  
59. *Disclosure Statement: 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.)*

65.  Seller certifies that Seller does not know of any wells on the above-described real property.

66.  Seller certifies there are one or more wells located on the above-described real property.  
67. *(See Disclosure Statement: Well.)*

68. Are there any wells serving the above-described property that are not located on the property?  Yes  No

69. To your knowledge, is the property in a Special Well Construction Area?  Yes  No

70. Comments: \_\_\_\_\_

71. \_\_\_\_\_

72. **C. VALUATION EXCLUSION DISCLOSURE:** (Required by MN Statute 273.11, Subd. 18)

73. There  **IS**  **IS NOT** an exclusion from market value for home improvements on this property. Any valuation  
74. \_\_\_\_\_ *(Check one.)*

75. exclusion shall terminate upon sale of the property, and the property's estimated market value for property tax purposes  
76. shall increase. If a valuation exclusion exists, Buyers are encouraged to look into the resulting tax  
77. consequences.

77. Additional comments: \_\_\_\_\_

78. \_\_\_\_\_

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

82. Seller represents that Seller  **IS**  **IS NOT** a foreign person (i.e., a non-resident alien individual, foreign corporation,  
83. \_\_\_\_\_ *(Check one.)*

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

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

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

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

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

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96. Property located at \_\_\_\_\_

97. **E. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

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

99.  Seller is not aware of any methamphetamine production that has occurred on the property.

100.  Seller is aware that methamphetamine production has occurred on the property.

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

102. **F. RADON DISCLOSURE:**

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

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

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

113. **RADON IN REAL ESTATE:** By signing this Statement, Buyer hereby acknowledges receipt of the Minnesota  
114. Department of Health's publication entitled ***Radon in Real Estate Transactions***, which is attached hereto and  
115. can be found at [www.health.state.mn.us/divs/eh/indoorair/radon/rnrealestateweb.pdf](http://www.health.state.mn.us/divs/eh/indoorair/radon/rnrealestateweb.pdf).

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

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

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

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

126. \_\_\_\_\_

127. \_\_\_\_\_

128. \_\_\_\_\_

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

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

132. \_\_\_\_\_

133. \_\_\_\_\_

134. \_\_\_\_\_

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



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

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140. Property located at \_\_\_\_\_.

141. **H. NOTICE REGARDING CARBON MONOXIDE DETECTORS:**

142. MN Statute 299F.51 requires Carbon Monoxide Detectors to be located within ten (10) feet from all sleeping  
143. rooms. Carbon Monoxide Detectors may or may not be personal property and may or may not be included in the  
144. sale of the home.

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

148. Examples of exterior moisture sources may be  
149. • improper flashing around windows and doors,  
150. • improper grading,  
151. • flooding,  
152. • roof leaks.

153. Examples of interior moisture sources may be  
154. • plumbing leaks,  
155. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),  
156. • overflow from tubs, sinks, or toilets,  
157. • firewood stored indoors,  
158. • humidifier use,  
159. • inadequate venting of kitchen and bath humidity,  
160. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),  
161. • line-drying laundry indoors,  
162. • houseplants—watering them can generate large amounts of moisture.

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

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

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

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

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

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180. Property located at \_\_\_\_\_.

**181. K. SELLER'S STATEMENT:**

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

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

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

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

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

201. \_\_\_\_\_  
(Seller) (Date) (Seller) (Date)

**202. L. BUYER'S ACKNOWLEDGEMENT:**

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

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

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

210. \_\_\_\_\_  
(Buyer) (Date) (Buyer) (Date)

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

# Radon in Real Estate Transactions

All Minnesota homes can have dangerous levels of radon gas. Radon is a colorless, odorless and tasteless **radioactive gas** that can seep into homes from the soil. When inhaled, it can damage the lungs. Long-term exposure to radon can lead to **lung cancer**. About 21,000 lung cancer deaths each year in the United States are caused by radon.

The only way to know how much radon gas has entered the home is to conduct a radon test. MDH estimates 2 in 5 homes exceed the 4.0 pCi/L action level. Whether a home is old or new, **any home can have high levels of radon**.

The purpose of this publication is to educate and inform potential home buyers of the risks of radon exposure, and how to test for and reduce radon as part of real estate transactions.

## Disclosure Requirements



Effective January 1, 2014, the Minnesota Radon Awareness Act requires specific disclosure and education be provided to potential home buyers during residential real estate transactions in Minnesota. **Before signing a purchase agreement to sell or transfer residential real property**, the seller shall provide this publication and shall disclose in writing to the buyer:

1. whether a radon test or tests have occurred on the property;
2. the most current records and reports pertaining to radon concentrations within the dwelling;
3. a description of any radon levels, mitigation, or remediation;
4. information on the radon mitigation system, if a system was installed; and
5. a radon warning statement.

 Minnesota  
Department of Health

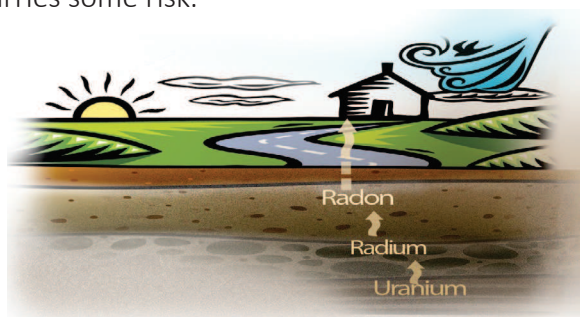
INDOOR AIR UNIT

## Radon Facts

**How dangerous is radon?** Radon is the number one cause of lung cancer in non-smokers, and the second leading cause overall. Your risk for lung cancer increases with higher levels of radon, prolonged exposure, and whether or not you are a current smoker or former smoker.

**Where is your greatest exposure to radon?** For most Minnesotans, your greatest exposure is at home where radon can concentrate indoors.

**What is the recommended action based on my results?** If the average radon in the home is at or above 4.0 pCi/L, the home's radon level should be reduced. Also, consider mitigating if radon levels are between 2.0 pCi/L and 3.9 pCi/L. Any amount of radon, even below the recommended action level, carries some risk.



**MDH Radon Program**  
PO Box 64975  
St Paul, MN 55164-0975  
[health.indoor@state.mn.us](mailto:health.indoor@state.mn.us)  
[www.health.state.mn.us/radon](http://www.health.state.mn.us/radon)  
651-201-4601  
800-798-9050



## Radon Testing

Any test lasting less than three months requires **closed-house conditions**. Keep all windows and doors closed, except for normal entry and exit.

**Before testing:** Begin closed-house conditions at least 12 hours before the start of the radon test.

**During testing:** Maintain closed-house conditions during the entire duration of the short-term test. Operate home heating or cooling systems normally during the test. Test for at least 48 hours.

**Where should the test be conducted?** Any radon test conducted for a real estate transaction needs to be placed in the lowest livable area of the home suitable for occupancy. This is typically in the basement, whether finished or unfinished.

Place the test kit:

- twenty inches to six feet above the floor
- at least three feet from exterior walls
- four inches away from other objects
- in a location where it won't be disturbed
- not in enclosed areas or areas of high heat or humidity

## Radon Mitigation

When elevated levels of radon are found, they can be easily reduced by a certified radon mitigation professional.

**Radon mitigation** is the process used to reduce radon concentrations in buildings. This is done by drawing soil gas from under the house and venting it above the roof. A quality mitigation system should reduce levels to below 4.0 pCi/L, if not lower.

**After a radon mitigation system is installed** perform an independent short-term test to ensure the reduction system is effective. Operate the radon system during the entire test. This test will confirm low levels in the home. Be sure to retest the house every two years to confirm continued radon reduction.

## Radon Warning Statement

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

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

**How are radon tests conducted in real estate transactions?** There are special protocols for radon testing. The two most common ways to test are either using a calibrated continuous radon monitor (CRM) or two-short term test kits used at the same time. The short-term test kits are placed 4 inches apart and the results are averaged.

### Continuous Radon Monitor (CRM)

*Fastest*



### Simultaneous Short-term Testing

*Second Fastest*



**All radon tests should be conducted by a certified professional.** This ensures the test was conducted properly, in the correct location, and under appropriate building conditions. A list of these radon measurement professionals can be found at MDH's Radon website. If the seller previously conducted testing in a property at or above 4 pCi/L, the home should be mitigated.

**ADDENDUM TO PURCHASE AGREEMENT:  
BUYER PURCHASING "AS IS" AND  
LIMITATION OF SELLER LIABILITY**

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- 1. Date \_\_\_\_\_
- 2. Page 1

3. **IN THE EVENT SELLER HAS COMPLETED, AND BUYER HAS RECEIVED, A**  
4. ***SELLER'S PROPERTY DISCLOSURE STATEMENT*, DO NOT USE THIS**  
5. **ADDENDUM WITHOUT FIRST SEEKING LEGAL ADVICE.**

6. Addendum to Purchase Agreement between parties, dated \_\_\_\_\_, 20 \_\_\_\_\_,  
7. pertaining to the purchase and sale of the Property located at \_\_\_\_\_  
8. \_\_\_\_\_.

9. Limitation of Seller Liability: The Property is being sold in its existing condition. Buyer acknowledges that the Property, including all improvements, is being sold on an "As-Is" and "Where-Is" basis, with all existing faults. Prior to closing, Buyer will make such inspections of the Property as are consistent with the terms of this Purchase Agreement in order to satisfy Buyer as to the condition of the Property. The Seller warranties contained in the Purchase Agreement shall remain unmodified by this Addendum.

14. The "Risk of Loss" provisions of the Purchase Agreement shall remain unmodified by this Addendum.

15. Seller and Buyer shall execute a *Disclosure Statement: Seller's Disclosure Alternatives* with the "Waiver" section completed. Seller remains obligated to make "Other Required Disclosures" in the *Disclosure Statement: Seller's Disclosure Alternatives*. Except for "Other Required Disclosures," Buyer acknowledges that Seller has not made any oral or written representations regarding the condition of the Property subject to this Purchase Agreement. By accepting delivery of the deed at closing, Buyer will be deemed to have accepted the condition of the Property subject to this Purchase Agreement as satisfactory to Buyer, and Seller shall have no liability with respect to the condition of such Property. Buyer waives any claims related in any way to the condition of the Property.

22. **WARNING: THIS ADDENDUM WILL AFFECT THE LEGAL RIGHTS OF BUYER**  
23. **AND SELLER. BUYER AND SELLER ARE STRONGLY ENCOURAGED TO OBTAIN**  
24. **LEGAL ADVICE BEFORE AGREEING TO THIS ADDENDUM.**

25. \_\_\_\_\_ (Date) \_\_\_\_\_ (Date) \_\_\_\_\_ (Date) \_\_\_\_\_ (Date)  
(Seller) (Date) (Buyer) (Date)

26. \_\_\_\_\_ (Date) \_\_\_\_\_ (Date) \_\_\_\_\_ (Date) \_\_\_\_\_ (Date)  
(Seller) (Date) (Buyer) (Date)

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

**ADDENDUM TO PURCHASE AGREEMENT:  
DISCLOSURE OF INFORMATION ON  
LEAD-BASED PAINT AND LEAD-BASED  
PAINT HAZARDS**

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1. Date \_\_\_\_\_  
2. Page 1

3. Addendum to Purchase Agreement between parties, dated \_\_\_\_\_, 20 \_\_\_\_\_,  
4. pertaining to the purchase and sale of the property at \_\_\_\_\_  
5. \_\_\_\_\_.

---

**6. Section I: Lead Warning Statement**

7. *Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified*  
8. *that such property may present exposure to lead from lead-based paint that may place young children at risk of*  
9. *developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including*  
10. *learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also*  
11. *poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide*  
12. *the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's*  
13. *possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible*  
14. *lead-based paint hazards is recommended prior to purchase.*

---

**15. Seller's Disclosure (Initial.)**

16. \_\_\_\_\_ (a) Presence of lead-based paint and/or lead-based paint hazards.  
17. \_\_\_\_\_ (Check one below.)
18.  Known lead-based paint and/or lead-based paint hazards are present in the housing  
19. \_\_\_\_\_ (Explain.):  
20. \_\_\_\_\_
21.  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
22. \_\_\_\_\_ (b) Records and reports available to the seller.  
23. \_\_\_\_\_ (Check one below.)
24.  Seller has provided Buyer with all available records and reports pertaining to lead-based paint  
25. and/or lead-based paint hazards in the housing (List documents below.):  
26. \_\_\_\_\_
27.  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards  
28. in the housing.

---

**29. Buyer's Acknowledgment (Initial.)**

30. \_\_\_\_\_ (c) Buyer has received copies of all information listed under (b) above.
31. \_\_\_\_\_ (d) Buyer has received the pamphlet, *Protect Your Family from Lead in Your Home*.
32. \_\_\_\_\_ (e) Buyer has (Check one below.):
33.  Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment  
34. or inspection for the presence of lead-based paint and/or lead-based paint hazards (If checked,  
35. see Section II on page 2.); or
36.  Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-  
37. based paint and/or lead-based paint hazards.

**ADDENDUM TO PURCHASE AGREEMENT:  
DISCLOSURE OF INFORMATION ON  
LEAD-BASED PAINT AND LEAD-BASED  
PAINT HAZARDS**

38. Page 2

39. Property located at \_\_\_\_\_.

---

40. **Real Estate Licensee's Acknowledgment** (*Initial.*)

41. \_\_\_\_\_ (f) Real estate licensee has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and is aware  
42. of licensee's responsibility to ensure compliance.

---

43. **Certification of Accuracy**

44. The following parties have reviewed the information above and certify, to the best of their knowledge, that the information  
45. provided by the signatory is true and accurate.

46. \_\_\_\_\_ (Seller) \_\_\_\_\_ (Date) \_\_\_\_\_ (Buyer) \_\_\_\_\_ (Date)

47. \_\_\_\_\_ (Seller) \_\_\_\_\_ (Date) \_\_\_\_\_ (Buyer) \_\_\_\_\_ (Date)

48. \_\_\_\_\_ (Real Estate Licensee) \_\_\_\_\_ (Date) \_\_\_\_\_ (Real Estate Licensee) \_\_\_\_\_ (Date)

---

49. **Section II: Contingency** (*Initial only if first box under (e) is checked in Buyer's Acknowledgment above.*)

50. This contract is contingent upon a risk assessment or an inspection of the property for the presence of lead-  
51. based paint and/or lead-based paint hazards to be conducted at Buyer's expense. The assessment or inspection  
52. shall be completed within  ten (10)  \_\_\_\_\_ calendar days after Final Acceptance of the Purchase Agreement.  
----- (Check one.) -----

53. This contingency shall be deemed removed, and the Purchase Agreement shall be in full force and effect, unless Buyer or  
54. real estate licensee representing or assisting Buyer delivers to Seller or real estate licensee representing or assisting  
55. Seller, within three (3) calendar days after the assessment or inspection is timely completed, a written list of the specific  
56. deficiencies and the corrections required, together with a copy of any risk assessment or inspection report. If Seller  
57. and Buyer have not agreed in writing within three (3) calendar days after delivery of the written list of required corrections  
58. that: (A) some or all of the required corrections will be made; or (B) Buyer waives the deficiencies; or (C) an adjustment to  
59. the purchase price will be made; this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a  
60. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be  
61. refunded to Buyer. It is understood that Buyer may unilaterally waive deficiencies or defects, or remove this contingency,  
62. providing that Buyer or real estate licensee representing or assisting Buyer notifies Seller or real estate licensee  
63. representing or assisting Seller of the waiver or removal, in writing, within the time specified.

TLX:SALE-2 (8/17)

**DISCLOSURE STATEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM**

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- 1. Date \_\_\_\_\_
- 2. Page 1 of \_\_\_\_\_ pages:
- 3. THE REQUIRED MAP IS ATTACHED AND MADE A
- 4. PART OF THIS DISCLOSURE

5. Property located at \_\_\_\_\_ in the City of \_\_\_\_\_

6. County of \_\_\_\_\_ State of Minnesota, legally described as follows or on

7. attached sheet (the "Property") \_\_\_\_\_

8. \_\_\_\_\_

9. This disclosure is not a warranty of any kind by Seller(s) or any licensee(s) representing or assisting any party(ies) in

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

11. **BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE**

12. **SUBSURFACE SEWAGE TREATMENT SYSTEM AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A**

13. **CONTRACT BETWEEN BUYER(S) AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTION/DEFECTS.**

14. **SELLER'S INFORMATION:** The following Seller disclosure satisfies MN Statutes Chapter 115.55. Seller discloses

15. the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on

16. this information in deciding whether and on what terms to purchase the Property. The Seller(s) authorizes any

17. licensee(s) representing or assisting any party(ies) in this transaction to provide a copy of this statement to any person

18. or entity in connection with any actual or anticipated sale of the Property.

19. Unless Buyer and Seller agree to the contrary in writing before the closing of the sale, a Seller who fails to disclose

20. the existence or known status of a subsurface sewage treatment system at the time of sale, and who knew or had

21. reason to know of the existence or known status of the system, is liable to Buyer for costs relating to bringing the

22. system into compliance with subsurface sewage treatment system rules and for reasonable attorney fees for collection

23. of costs from Seller. An action under this subdivision must be commenced within two years after the date on which

24. Buyer closed the purchase of the real property where the system is located.

25. Legal requirements exist relating to various aspects of location and status of subsurface sewage treatment systems.

26. Buyer is advised to contact the local unit(s) of government, state agency, or qualified professional which regulates

27. subsurface sewage treatment systems for further information about these issues.

28. The following are representations made by Seller(s) to the extent of Seller(s) actual knowledge. This information is a

29. disclosure and is not intended to be part of any contract between Buyer and Seller.

30. **SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:** *(Check the appropriate boxes.)*

31. Seller certifies that the following subsurface sewage treatment system is on or serving the above-described Property.

32. TYPE: *(Check appropriate box(es) and indicate location on attached Location Map.)*

33.  Septic Tank:  with drain field  with mound system  seepage tank  with open end

34. Is this system a straight-pipe system?  Yes  No  Unknown

35.  Sealed System (holding tank)

36.  Other (Describe.): \_\_\_\_\_

37. Is the subsurface sewage treatment system(s) currently in use?  Yes  No

38. Is the above-described Property served by a subsurface sewage treatment system

39. not located on the Property?  Yes  No

40. If "Yes," please explain: \_\_\_\_\_

41. \_\_\_\_\_

42. If "No," is subsurface sewage treatment system entirely within Property boundary lines,

43. including set back requirements? \_\_\_\_\_

44. Comments: \_\_\_\_\_



**DISCLOSURE STATEMENT: SUBSURFACE  
SEWAGE TREATMENT SYSTEM**

45. Page 2

46. Property located at \_\_\_\_\_.

47. Is the subsurface sewage treatment system(s) a shared system?  Yes  No

48. If "Yes,"

49. (1) How many properties or residences does the subsurface sewage treatment system serve?

50. \_\_\_\_\_

51. (2) Is there a maintenance agreement for the shared subsurface sewage treatment system?  Yes  No

52. If "Yes," what is the annual maintenance fee? \$ \_\_\_\_\_

53. **NOTE: If any water use appliance, bedroom, or bathroom has been added to the Property, the system may**  
54. **no longer comply with applicable sewage treatment system laws and rules.**

55. Seller or transferor shall disclose to Buyer or transferee what Seller or transferor has knowledge of relative to the  
56. compliance status of the subsurface sewage treatment system. \_\_\_\_\_

57. \_\_\_\_\_

58. \_\_\_\_\_

59. Any previous inspection report in Seller's possession must be attached to this Disclosure Statement.

60. When was the subsurface sewage treatment system installed? \_\_\_\_\_

61. Installer Name/Phone \_\_\_\_\_

62. Where is tank located? \_\_\_\_\_

63. What is tank size? \_\_\_\_\_

64. When was tank last pumped? \_\_\_\_\_

65. How often is tank pumped? \_\_\_\_\_

66. Where is the drain field located? \_\_\_\_\_

67. What is the drain field size? \_\_\_\_\_

68. Describe work performed to the subsurface sewage treatment system since you have owned the Property.

69. \_\_\_\_\_

70. \_\_\_\_\_

71. Date work performed/by whom: \_\_\_\_\_

72. \_\_\_\_\_

73. Approximate number of:  
74. people using the subsurface sewage treatment system \_\_\_\_\_

75. showers/baths taken per week \_\_\_\_\_

76. wash loads per week \_\_\_\_\_

77. **NOTE: Changes in the number of people using the subsurface sewage treatment system or volume of water**  
78. **used may affect the subsurface sewage treatment system performance.**

79. Distance between well and subsurface sewage treatment system? \_\_\_\_\_

80. Have you received any notices from any government agencies relating to the subsurface sewage treatment system?

81. (If "Yes," see attached notice.)  Yes  No

82. Are there any known defects in the subsurface sewage treatment system?  Yes  No

83. If "Yes," please explain: \_\_\_\_\_

84. \_\_\_\_\_

85. \_\_\_\_\_

**DISCLOSURE STATEMENT: SUBSURFACE  
SEWAGE TREATMENT SYSTEM**

86. Page 3

87. Property located at \_\_\_\_\_.

88. **SELLER'S STATEMENT:** *(To be signed at time of listing.)*

89. Seller(s) hereby states the facts as stated above are true and accurate and authorizes any licensee(s) representing or  
90. assisting any party(ies) in this transaction to provide a copy of this Disclosure Statement to any person or entity in  
91. connection with any actual or anticipated sale of the property. A seller may provide this Disclosure Statement to a real  
92. estate licensee representing or assisting a prospective buyer. The Disclosure Statement provided to the real estate  
93. licensee representing or assisting a prospective buyer is considered to have been provided to the prospective buyer.  
94. If this Disclosure Statement is provided to the real estate licensee representing or assisting the prospective buyer, the  
95. real estate licensee must provide a copy to the prospective buyer.

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

100. \_\_\_\_\_  
(Seller) (Date) (Seller) (Date)

101. **BUYER'S ACKNOWLEDGEMENT:** *(To be signed at time of purchase agreement.)*

102. I/We, the Buyer(s) of the property, acknowledge receipt of this *Disclosure Statement: Subsurface Sewage Treatment  
103. System and Location Map* and agree that no representations regarding facts have been made other than those made  
104. above.

105. \_\_\_\_\_  
(Buyer) (Date) (Buyer) (Date)

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

MN-DS:SSTS-3 (8/17)

**WELL DISCLOSURE STATEMENT**

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- 1. Date \_\_\_\_\_
- 2. Page 1 of \_\_\_\_\_ pages: THE REQUIRED MAP IS
- 3. ATTACHED HERETO AND MADE A PART HEREOF.

4. Minnesota Statute 103I.235 requires that, before signing an agreement to sell or transfer real property, Seller must disclose information in writing to Buyer about the status and location of all known wells on the property. This requirement is satisfied by delivering to Buyer either a statement by Seller that Seller does not know of any wells on the property, or a disclosure statement indicating the legal description and county, and a map showing the location of each well. In the disclosure statement Seller must indicate, for each well, whether the well is in use, not in use or sealed.

9. Unless Buyer and Seller agree to the contrary in writing, before the closing of the sale, a Seller who fails to disclose the existence or known status of a well at the time of sale, and knew or had reason to know of the existence or known status of the well, is liable to Buyer for costs relating to sealing of the well and reasonable attorneys' fees for collection of costs from Seller, if the action is commenced within six years after the date Buyer closed the purchase of the real property where the well is located.

14. Legal requirements exist relating to various aspects of location and status of wells. Buyer is advised to contact the local unit(s) of government, state agency or qualified professional which regulates wells for further information about these issues.

17. **Instructions for completion of this form are on the reverse side.**

18. **PROPERTY DESCRIPTION:** Street Address: \_\_\_\_\_  
19. \_\_\_\_\_  
(City) (Zip) (County)

20. **LEGAL DESCRIPTION:** \_\_\_\_\_  
21. \_\_\_\_\_  
22. \_\_\_\_\_  
23. \_\_\_\_\_  
24. \_\_\_\_\_  
25. \_\_\_\_\_

26. **WELL DISCLOSURE STATEMENT:**

27. *(Check appropriate box.)*

28.  Seller certifies that Seller does not know of any wells on the above described real property.  
29. *(If this option is checked, then skip to the last line and sign and date this Statement.)*

30.  Seller certifies that the following wells are located on the above described real property.

	MN Unique Well No.	Well Depth	Year of Const.	Well Type	IN USE	NOT IN USE	SEALED
33. Well 1	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
34. Well 2	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
35. Well 3	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

36. **NOTE:** See definition of terms "IN USE," "NOT IN USE," and "SEALED" on lines 89-100. If a well is not in use, it must be sealed by a licensed well contractor or a well owner must obtain a maintenance permit from the Minnesota Department of Health and pay an annual maintenance fee. Maintenance permits are not transferable. If a well is operable and properly maintained, a maintenance permit is not required.

41. **ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.**

**WELL DISCLOSURE STATEMENT**

43. Property located at \_\_\_\_\_.

44. **OTHER WELL INFORMATION:**

45. Date well water last tested for contaminants: \_\_\_\_\_ Test results attached?  Yes  No

46. Comments: \_\_\_\_\_

47. \_\_\_\_\_

48. \_\_\_\_\_

49. \_\_\_\_\_

50. \_\_\_\_\_

51. \_\_\_\_\_

52. \_\_\_\_\_

53. Contaminated Well: Is there a well on the property containing contaminated water?  Yes  No

54. **SEALED WELL INFORMATION:** For each well designated as sealed above, complete this section.

55. When was the well sealed? \_\_\_\_\_

56. Who sealed the well? \_\_\_\_\_

57. Was a Sealed Well Report filed with the Minnesota Department of Health?  Yes  No

58. **MAP: Complete the attached MAP showing the location of each well on the real property.**

59. This disclosure is not a warranty of any kind by Seller(s) or any licensee(s) representing or assisting any part(/ies) in  
60. this transaction and is not a substitute for any inspections or warranties the party(ies) may wish to obtain.

61. **CERTIFICATION BY SELLER: I certify that the information provided above is accurate and complete to the  
62. best of my knowledge.**

63. \_\_\_\_\_ (Seller or Designated Representative) \_\_\_\_\_ (Date) \_\_\_\_\_ (Seller or Designated Representative) \_\_\_\_\_ (Date)

64. **BUYER'S ACKNOWLEDGEMENT:**

65. \_\_\_\_\_ (Buyer) \_\_\_\_\_ (Date) \_\_\_\_\_ (Buyer) \_\_\_\_\_ (Date)

66. **ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.**

## WELL DISCLOSURE STATEMENT

67. Page 3

### 68. INSTRUCTIONS FOR COMPLETING THE WELL DISCLOSURE STATEMENT

69. **DEFINITION:** A “well” means an excavation that is drilled, cored, bored, washed, driven, dug, jetted or otherwise  
70. constructed if the excavation is intended for the location, diversion, artificial recharge or acquisition of groundwater.

71. **MINNESOTA UNIQUE WELL NUMBER:** All new wells constructed AFTER January 1, 1975, should have been  
72. assigned a Minnesota unique well number by the person constructing the well. If the well was constructed after this  
73. date, you should have the unique well number in your property records. If you are unable to locate your unique well  
74. number and the well was constructed AFTER January 1, 1975, contact your well contractor. If no unique well number  
75. is available, please indicate the depth and year of construction for each well.

76. **WELL TYPE:** Use one of the following terms to describe the well type.

77. **WATER WELL:** A water well is any type of well used to extract groundwater for private or public use. Examples  
78. of water wells are: domestic wells, drive-point wells, dug wells, remedial wells and municipal wells.

79. **IRRIGATION WELL:** An irrigation well is a well used to irrigate agricultural lands. These are typically  
80. large-diameter wells connected to a large pressure distribution system.

81. **MONITORING WELL:** A monitoring well is a well used to monitor groundwater contamination. The well is  
82. typically used to access groundwater for the extraction of samples.

83. **DEWATERING WELL:** A dewatering well is a well used to lower groundwater levels to allow for construction  
84. or use of underground spaces.

85. **INDUSTRIAL/COMMERCIAL WELL:** An industrial/commercial well is a nonpotable well used to extract  
86. groundwater for any nonpotable use, including groundwater thermal exchange wells (heat pumps and heat  
87. loops).

88. **WELL USE STATUS:** Indicate the use status of each well. CHECK ONLY ONE (1) BOX PER WELL.

89. **IN USE:** A well is “in use” if the well is operated on a daily, regular or seasonal basis. A well in use includes  
90. a well that operates for the purpose of irrigation, fire protection or emergency pumping.

91. **NOT IN USE:** A well is “not in use” if the well does not meet the definition of “in use” above and has not been  
92. sealed by a licensed well contractor.

93. **SEALED:** A well is “sealed” if a licensed contractor has completely filled a well by pumping grout material  
94. throughout the entire bore hole after removal of any obstructions from the well. A well is “capped” if it has  
95. a metal or plastic cap or cover which is threaded, bolted or welded into the top of the well to prevent entry  
96. into the well. A “capped” well is not a “sealed” well.

97. If the well has been sealed by someone other than a licensed well contractor or a licensed well sealing  
98. contractor, check the well status as “not in use.”

99. If you have any questions, please contact the Minnesota Department of Health, Well Management Section,  
100. at (651) 201-4587 (metropolitan Minneapolis–St. Paul) or 1-800-383-9808 (greater Minnesota).

101. **ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.**



**LOCATION MAP**

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1. Page \_\_\_\_\_ of \_\_\_\_\_ pages

2. Please use the space below to sketch the real property being sold and, to Seller's knowledge, the approximate location of  
3. any of the following on the property.

4.  **SUBSURFACE SEWAGE TREATMENT SYSTEM**  **WELL**  **METHAMPHETAMINE PRODUCTION AREA**  
-----*(Check all that apply.)*-----

5. Include approximate distances from fixed reference points such as streets, buildings and landmarks.

6. Property located at \_\_\_\_\_

7. \_\_\_\_\_

8. ATTACH ADDITIONAL SHEETS AS NEEDED.

9. *Seller and Buyer initial:* \_\_\_\_\_ (Seller) \_\_\_\_\_ (Date) \_\_\_\_\_ (Buyer) \_\_\_\_\_ (Date)

10. \_\_\_\_\_ (Seller) \_\_\_\_\_ (Date) \_\_\_\_\_ (Buyer) \_\_\_\_\_ (Date)

11. **ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER**  
MN-IM (8/09)

**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 of this Purchase Agreement. 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 of this Purchase Agreement, whichever is later.

8. Said earnest money is part payment for the purchase of the property located at \_\_\_\_\_

9. Street Address: \_\_\_\_\_

10. City of \_\_\_\_\_, County of \_\_\_\_\_,

11. State of Minnesota, legally described as \_\_\_\_\_

12. \_\_\_\_\_

13. 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, and lawn watering system; shed; storm sash, storm doors, screens, and awnings; window shades, blinds; traverse, curtain, and drapery rods, valances, drapes, curtains, window coverings, and treatments; towel rods; attached lighting and bulbs; fan fixtures; plumbing fixtures; garbage disposals; water softener; water treatment system; water heating systems, heating systems; air exchange system; environmental remediation system (e.g., radon, vapor intrusion); sump pump; TV antenna/cable TV jacks and wiring/TV wall mounts; wall/ceiling-mounted speakers and mounts; carpeting; mirrors; garage door openers and all controls; smoke detectors; fireplace screens, door, and heatilators; **BUILT-INS:** dishwashers; refrigerators; wine/beverage refrigerators; trash compactors; ovens; cook-top stoves; warming drawers; microwave ovens; hood fans; shelving; work benches; intercoms; speakers; air conditioning equipment; electronic air filter; humidifier/dehumidifier; liquid fuel tanks (and controls); pool/spa equipment; propane tank (and controls); security system equipment; TV satellite dish; **AND** the following personal property shall be transferred with no additional monetary value, and free and clear of all liens and encumbrances:

14. \_\_\_\_\_

15. \_\_\_\_\_

16. \_\_\_\_\_

17. \_\_\_\_\_

18. \_\_\_\_\_

19. \_\_\_\_\_

20. \_\_\_\_\_

21. \_\_\_\_\_

22. \_\_\_\_\_

23. \_\_\_\_\_

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

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

26. \_\_\_\_\_

**PURCHASE PRICE:**

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

28. \_\_\_\_\_ Dollars,

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

30. 1. \_\_\_\_\_ percent (%) of the sale price in **CASH**, or more in Buyer's sole discretion, which includes the earnest money;

31. 2. \_\_\_\_\_ percent (%) of the sale price in **MORTGAGE FINANCING**. (See following Mortgage Financing section.)

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

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

**CLOSING DATE:**

34. The date of closing shall be \_\_\_\_\_, 20 \_\_\_\_\_.

**PURCHASE AGREEMENT**

47. Property located at \_\_\_\_\_

**MORTGAGE FINANCING:**

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

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

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

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

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

53.  **CONVENTIONAL**

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

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

56.  **MINNESOTA HOUSING FINANCE AGENCY (“MHFA”)**

57.  **PRIVATELY INSURED CONVENTIONAL**

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

59.  **OTHER** \_\_\_\_\_

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

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

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

70.  **REFUNDED TO BUYER**  **FORFEITED TO SELLER.**

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

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

73.  Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on  
74. or before \_\_\_\_\_, 20 \_\_\_\_\_.

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

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

- 83. (a) work orders agreed to be completed by Seller;
- 84. (b) any other financing terms agreed to be completed by Seller here; and
- 85. (c) any contingency for the sale and closing of Buyer’s property pursuant to this Purchase Agreement.

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

**PURCHASE AGREEMENT**

95. Property located at \_\_\_\_\_ .

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

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

102. If the Written Statement is not provided by the date specified on line 76, Seller may, at Seller's option, declare this  
103. Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement,  
104. in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase Agreement canceled,  
105. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and  
106. directing all earnest money paid here to be refunded to Buyer.

107. If the Written Statement is not provided, and Seller has not previously canceled this Purchase Agreement, this  
108. Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Seller  
109. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest  
110. money paid here to be refunded to Buyer.

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

- 113.  **WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE DATE OF THIS PURCHASE AGREEMENT; OR**
- 114.  **AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).**

115. **LENDER COMMITMENT WORK ORDERS:** Nothing in this Purchase Agreement shall be construed as a warranty  
116. that Seller shall make repairs required by the lender commitment. However, Seller agrees to pay up to

117. \$ \_\_\_\_\_ to make repairs as required by the lender commitment. If the lender commitment  
118. is subject to any work orders for which the cost of making said repairs shall exceed this amount, Seller shall have the  
119. 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 117 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."

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

**PURCHASE AGREEMENT**

141. Property located at \_\_\_\_\_

142. **DVA FUNDING FEE (DVA Financing only):** Pursuant to federal regulations, a one-time Funding Fee must be paid  
143. 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.  \_\_\_\_\_ percent (%) of the mortgage amount

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

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

**INSPECTIONS:**

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

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

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

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



**PURCHASE AGREEMENT**

182. Page 5 Date \_\_\_\_\_

183. Property located at \_\_\_\_\_

184. All inspection(s), test(s), and resulting negotiations, if any, shall be done within \_\_\_\_\_ Calendar Days of Final  
185. Acceptance Date of this Purchase Agreement ("Inspection Period"). Buyer may cancel this Purchase Agreement based  
186. on the inspection(s) or test result(s) by providing written notice to Seller, or licensee representing or assisting Seller, of  
187. Buyer's intent to cancel no later than the end of the Inspection Period. If Buyer cancels this Purchase Agreement,  
188. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and  
189. directing all earnest money paid here to be refunded to Buyer. If Buyer does not cancel this Purchase Agreement before  
190. the end of the Inspection Period, then this Inspection Contingency shall be deemed removed and this Purchase  
191. Agreement shall be in full force and effect.

192. Seller, or licensee representing or assisting Seller,  **SHALL**  **SHALL NOT** have the right to continue to offer  
-----*(Check one.)*-----  
193. the Property for sale until this Inspection Contingency is removed.

194. **OTHER INSPECTION ITEMS:** \_\_\_\_\_  
195. \_\_\_\_\_  
196. \_\_\_\_\_  
197. \_\_\_\_\_

**SALE OF BUYER'S PROPERTY:**

198. *(Check one.)*  
200.  1. This Purchase Agreement is subject to an *Addendum to Purchase Agreement: Sale of Buyer's Property*  
201. *Contingency* for the sale of Buyer's property. (If checked, see attached *Addendum*).  
202. OR  
203.  2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at  
204. \_\_\_\_\_, which is scheduled to close on  
205. \_\_\_\_\_, 20 \_\_\_\_\_ pursuant to a fully executed purchase agreement. If Buyer's  
206. property does not close by the closing date specified in this Purchase Agreement, this Purchase Agreement  
207. is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said  
208. cancellation and directing all earnest money paid here to be refunded to Buyer. The language in this paragraph  
209. supersedes any other provision to the contrary in any financing contingency made a part of this Purchase  
210. Agreement, if applicable.  
211. OR  
212.  3. Buyer represents that Buyer has the financial ability to perform on this Purchase Agreement without the sale  
213. and closing on any other property.

**REAL ESTATE TAXES/SPECIAL ASSESSMENTS:**

215. **REAL ESTATE TAXES:** Seller shall pay on the date of closing all real estate taxes due and payable in all prior years  
216. including all penalties and interest.  
217. Buyer shall pay  **PRORATED FROM DAY OF CLOSING**  \_\_\_\_\_ **12ths OF**  **ALL**  **NO** real estate taxes due  
-----*(Check one.)*-----  
218. and payable in the year of closing.  
219. Seller shall pay  **PRORATED TO DAY OF CLOSING**  \_\_\_\_\_ **12ths OF**  **ALL**  **NO** real estate taxes due and  
-----*(Check one.)*-----  
220. payable in the year of closing.  
221. If the Property tax status is a part- or non-homestead classification in the year of closing, Seller  **SHALL**  **SHALL NOT**  
-----*(Check one.)*-----  
222. pay the difference between the homestead and non-homestead.  
223. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which  
224. is not otherwise here provided. No representations are made concerning the amount of subsequent real estate taxes.

**PURCHASE AGREEMENT**

226. Property located at \_\_\_\_\_ .

**227 DEFERRED TAXES/SPECIAL ASSESSMENTS:**

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

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

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

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

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

234. of the date of this Purchase Agreement.

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

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

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

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

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

**251. ADDITIONAL PROVISIONS:**

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

253. cancellation of a previously written purchase agreement dated \_\_\_\_\_ , 20 \_\_\_\_\_ .

254. (If answer is **IS**, said cancellation shall be obtained no later than \_\_\_\_\_ , 20 \_\_\_\_\_ .

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

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

259.  **Warranty Deed**,  **Personal Representative's Deed**,  **Contract for Deed**,  **Trustee's Deed**, or

260.  **Other:** \_\_\_\_\_ **Deed** joined in by spouse, if any, conveying marketable title, subject to

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

266. \_\_\_\_\_ ; and

267. (f) others (must be specified in writing): \_\_\_\_\_

268. \_\_\_\_\_ .

## PURCHASE AGREEMENT

269. Page 7 Date \_\_\_\_\_

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

## PURCHASE AGREEMENT

319. Page 8 Date \_\_\_\_\_

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

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

**PURCHASE AGREEMENT**

370. Property located at \_\_\_\_\_

371. **(Check appropriate boxes.)**

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

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

374. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

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

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

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

378. **PRIVATE WELL**

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

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

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

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

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

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

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

386. **TREATMENT SYSTEM.**

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

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

391.  **BUYER**  **SELLER** to be issued by \_\_\_\_\_  
 -----(Check one.)-----

392. at a cost not to exceed \$ \_\_\_\_\_ .

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

395. **AGENCY NOTICE**

396. \_\_\_\_\_ is  Seller's Agent  Buyer's Agent  Dual Agent  Facilitator.  
 (Licensee) -----(Check one.)-----

397. \_\_\_\_\_  
 (Real Estate Company Name)

398. \_\_\_\_\_ is  Seller's Agent  Buyer's Agent  Dual Agent  Facilitator.  
 (Licensee) -----(Check one.)-----

399. \_\_\_\_\_  
 (Real Estate Company Name)

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



**PURCHASE AGREEMENT**

401. Page 10 Date \_\_\_\_\_

402. Property located at \_\_\_\_\_

403. **DUAL AGENCY REPRESENTATION**

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

405.  Dual Agency representation **DOES NOT** apply in this transaction. *Do not complete lines 406-422.*

406.  Dual Agency representation **DOES** apply in this transaction. *Complete the disclosure in lines 407-422.*

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

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

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

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

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

420. Seller \_\_\_\_\_ Buyer \_\_\_\_\_

421. Seller \_\_\_\_\_ Buyer \_\_\_\_\_

422. Date \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

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

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

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

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



**PURCHASE AGREEMENT**

449. Property located at \_\_\_\_\_ .

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

452. **FINAL ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy  
453. must be delivered.

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

456. **OTHER:** \_\_\_\_\_

457. \_\_\_\_\_

458. \_\_\_\_\_

459. \_\_\_\_\_

460. \_\_\_\_\_

461. \_\_\_\_\_

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: Assumption Financing
- 475.  Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability
- 476.  Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community
- 477.  ("CIC")
- 478.  Addendum to Purchase Agreement: Contract for Deed Financing
- 479.  Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint
- 480.  Hazards
- 481.  Addendum to Purchase Agreement: Sale of Buyer's Property Contingency
- 482.  Addendum to Purchase Agreement: Short Sale Contingency
- 483.  Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Inspection Contingency

**PURCHASE AGREEMENT**

484. Page 12 Date \_\_\_\_\_

485. Property located at \_\_\_\_\_

486. I, the owner of the Property, accept this Purchase  
487. Agreement and authorize the listing broker to withdraw  
488. said Property from the market, unless instructed  
489. otherwise in writing.  
490. **I have reviewed all pages of this Purchase 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.**

491.  **If checked, this Purchase Agreement is subject to**  
492. **attached Addendum to Purchase Agreement:**  
493. **Counteroffer.**

494. **FIRPTA:** Seller represents and warrants, under penalty  
495. of perjury, that Seller  **IS**  **IS NOT** a foreign person (i.e., a  
-----*(Check one.)*-----  
496. non-resident alien individual, foreign corporation, foreign  
497. partnership, foreign trust, or foreign estate for purposes of  
498. income taxation. (*See lines 428-441.*) This representation  
499. and warranty shall survive the closing of the transaction  
500. and the delivery of the deed.

501. **X** \_\_\_\_\_  
(Seller's Signature) (Date)

**X** \_\_\_\_\_  
(Buyer's Signature) (Date)

502. **X** \_\_\_\_\_  
(Seller's Printed Name)

**X** \_\_\_\_\_  
(Buyer's Printed Name)

503. **X** \_\_\_\_\_  
(Marital Status)

**X** \_\_\_\_\_  
(Marital Status)

504. **X** \_\_\_\_\_  
(Seller's Signature) (Date)

**X** \_\_\_\_\_  
(Buyer's Signature) (Date)

505. **X** \_\_\_\_\_  
(Seller's Printed Name)

**X** \_\_\_\_\_  
(Buyer's Printed Name)

506. **X** \_\_\_\_\_  
(Marital Status)

**X** \_\_\_\_\_  
(Marital Status)

507. **FINAL ACCEPTANCE DATE:** \_\_\_\_\_ The Final Acceptance Date  
508. is the date on which the fully executed Purchase Agreement is delivered.

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

511. **I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE *DISCLOSURE***  
512. ***STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT,***  
513. **WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE AGREEMENT.**

514. **SELLER(S)** \_\_\_\_\_ **BUYER(S)** \_\_\_\_\_

515. **SELLER(S)** \_\_\_\_\_ **BUYER(S)** \_\_\_\_\_