

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.⁽¹⁾ 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).⁽²⁾ 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).⁽²⁾ 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.⁽³⁾
53. Within the limitations described above, dual agents owe to both Seller/Landlord and Buyer/Tenant the fiduciary
54. duties described below.⁽²⁾ 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.

**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**

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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**

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.

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.

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

179. Page 5

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.

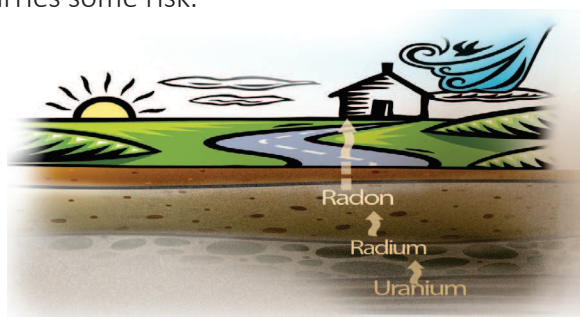
 Minnesota
Department of Health
INDOOR AIR UNIT

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
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.

BUYER PURCHASING "AS IS" ADDENDUM

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1. Date _____
2. Page _____

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

6. **DISCLOSURE REQUIRED:** Under Minnesota law, Sellers of residential property, except by waiver or with limited
7. exceptions, are obligated to disclose to prospective Buyers all material facts of which Seller is aware that could adversely
8. and significantly affect an ordinary Buyer's use or enjoyment of the property or any intended use of the property of
9. which Seller is aware. Such a disclosure is not a warranty or a guarantee of any kind by Seller or licensee representing
10. or assisting any party in the transaction. Seller agrees to notify Buyer immediately in writing of any substantive changes
11. from any prior representations regarding the property.

12. (Check appropriate box.)

13. Buyer has received and had an opportunity to review the *Seller's Property Disclosure Statement*;
14. or

15. Buyer has received and had an opportunity to review the *Seller's Disclosure Alternatives* form.

16. **CONDITION OF PROPERTY:** The property being purchased by Buyer, including the dwelling, other improvements
17. and fixtures, is not new and is being purchased "AS IS".

18. Buyer understands that the property, as defined above, will be purchased in the condition it is in at the time of Purchase
19. Agreement. Buyer shall have the right to a walk-through review of the property prior to closing. To the extent there
20. is a material change in the condition of the property arising between the date of the Purchase Agreement and the
21. closing date, Seller shall be responsible for restoring the property to substantially the same condition it was in on the
22. date of the Purchase Agreement, except that Seller shall have **NO OBLIGATION OR RESPONSIBILITY** to repair or
23. replace central air-conditioning, heating, plumbing (including subsurface sewage treatment systems, unless otherwise
24. required by law), wiring systems or wells on the property if they fail between the date of Purchase Agreement and the
25. date of closing. This provision voids lines 217-219 of the Purchase Agreement.

26. **RISK OF LOSS:** The Risk of Loss provision in the Purchase Agreement is modified as follows. If there is any loss
27. or damage to the property between the date of Purchase Agreement and the date of closing for any reason, including fire,
28. vandalism, flood, earthquake or act of God, the risk of loss shall be on Seller except that Seller shall have **NO**
29. **OBLIGATION OR RESPONSIBILITY** to repair or replace central air-conditioning, heating, plumbing (including subsurface
30. sewage treatment systems, unless otherwise required by law), wiring systems or wells on the property if they fail between
31. the date of Purchase Agreement and the date of closing. If the property is destroyed or substantially damaged before
32. the closing date, this Purchase Agreement is canceled, at Buyer's option, by written notice to Seller or licensee
33. representing or assisting Seller. If Buyer cancels this Purchase Agreement, Buyer and Seller shall immediately sign
34. a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid hereunder
35. to be refunded to Buyer.

36. **RIGHT OF INSPECTION:** Buyer shall have the **right** to inspect the property or to have it inspected by a person of
37. Buyer's choice, at Buyer's expense.

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

BUYER PURCHASING "AS IS" ADDENDUM

40. Page _____

41. Property located at _____ .

42. **SETTLEMENT IS FINAL:** It is understood that Buyer accepts the property "AS IS." ANY WARRANTIES OF **PHYSICAL**
43. **CONDITION** OF THE PROPERTY CONTAINED IN THIS PURCHASE AGREEMENT INCLUDING, BUT NOT LIMITED
44. TO, CENTRAL AIR-CONDITIONING, HEATING, PLUMBING, WIRING, AND CONNECTION TO CITY SEWER AND
45. CITY WATER ARE VOID. This provision shall survive delivery of the deed or contract for deed. All other warranties
46. specified in the Purchase Agreement remain the same.

47. **OTHER:** _____

48. _____

49. _____

50. _____

51. _____

52. _____

53. _____

54. _____

55. _____

56. _____

57. _____

58. _____

59. _____

60. _____

61. _____ (Date) _____ (Date) _____ (Date) _____ (Date)

62. _____ (Date) _____ (Date) _____ (Date) _____ (Date)

63. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
64. **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)

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. Notwithstanding the foregoing, leased fixtures are not included.

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

17. _____

18. _____

19. _____

20. _____

21. _____

22. _____

23. _____

24. _____

25. _____

26. _____

27. _____

28. _____

29. _____

30. _____

31. _____

32. _____

33. _____

34. _____

35. _____

36. _____

37. _____

38. _____

39. _____

40. _____

PURCHASE PRICE:

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

35. _____ Dollars,

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

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

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

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

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

44. _____

CLOSING DATE:

45. **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.

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)** _____