

PURCHASE AGREEMENT

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- 1. Date
- 2. Page 1

3. BUYER (S):

4.

5. Buyer's earnest money in the amount of

6. Dollars (\$)

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

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

12. Street Address:

13. City of , County of ,

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

15.

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

33.

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

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

36.

PURCHASE PRICE:

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

39. Dollars,

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

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

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

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

44.

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

46.

CLOSING DATE:

48. The date of closing shall be .

PURCHASE AGREEMENT

49. Page 2 Date _____

50. Property located at _____.

51. **MORTGAGE FINANCING:**

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

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

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

56. ☐ **FIRST MORTGAGE only** ☐ **FIRST MORTGAGE AND SUBORDINATE FINANCING.**

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

58. ☐ **CONVENTIONAL OR PRIVATELY INSURED CONVENTIONAL**

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

60. ☐ **FEDERAL HOUSING ADMINISTRATION ("FHA") INSURED**

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

62. ☐ **OTHER** _____

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

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

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

73. ☐ **REFUNDED TO BUYER** ☐ **FORFEITED TO SELLER.**

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

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

76. OR

77. ☐ Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on
78. or before _____.

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

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

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

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

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

PURCHASE AGREEMENT

90. Page 3 Date _____

91. Property located at _____.
92. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the stated closing date for
93. **ANY REASON** relating to financing, including, but not limited to interest rate and discount points, if any, then Seller
94. may, at Seller's option, declare this Purchase Agreement canceled, in which case this Purchase Agreement is
95. canceled. If Seller declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
96. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to
97. be **FORFEITED TO SELLER** as liquidated damages. In the alternative, Seller may seek all other remedies allowed by law.
98. Notwithstanding the language in the preceding paragraph, Seller may not declare this Purchase Agreement
99. canceled if the reason this Purchase Agreement does not close was due to:
100. (a) Seller's failure to complete work orders to the extent required by this Purchase Agreement;
101. (b) Seller's failure to complete any other financing terms agreed to be completed by Seller here; or
102. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement, except
103. as specified in the contingency for sale and closing of Buyer's property.
104. If the Written Statement is not provided by the date specified on line 78, Seller may, at Seller's option, declare this
105. Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement,
106. in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase Agreement canceled,
107. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
108. directing all earnest money paid here to be ☐ **RETAINED BY SELLER** ☐ **REFUNDED TO BUYER**.
------(Check one.)-----
109. If the Written Statement is not provided, and Seller has not previously canceled this Purchase Agreement, this
110. Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Seller
111. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
112. money paid here to be ☐ **RETAINED BY SELLER** ☐ **REFUNDED TO BUYER**.
------(Check one.)-----
113. **LOCKING OF MORTGAGE INTEREST RATE ("RATE"):** The Rate shall be locked with the lender(s) by Buyer:
114. (Check one.)
115. ☐ **WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE DATE; OR**
116. ☐ **AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).**
117. **LENDER COMMITMENT WORK ORDERS:** Seller agrees to pay up to \$ _____ to make
118. repairs as required by the lender commitment. If the lender commitment is subject to any work orders for which the
119. cost of making said repairs shall exceed this amount, Seller shall have the following options:
120. (a) making the necessary repairs; or
121. (b) negotiating the cost of making said repairs with Buyer; or
122. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Seller
123. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
124. money paid here to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs or escrow
125. amounts related thereto above the amount specified on line 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."

PURCHASE AGREEMENT

137. Page 4 Date _____

138. Property located at _____.

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

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

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

142. **DVA FUNDING FEE (DVA Financing only):** Pursuant to federal regulations, a one-time Funding Fee based on loan
143. amount, not otherwise waived, must be paid at 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. _____

157. **SELLER'S CONTRIBUTIONS TO BUYER'S COSTS:**

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

159. ☐ \$ _____

160. ☐ _____ percent (%) of the sale price

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

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

168. **INSPECTIONS:**

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

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

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

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

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

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

PURCHASE AGREEMENT

181. Page 5 Date _____

182. Property located at _____.

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

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

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

193. **OTHER INSPECTION ITEMS:**

194. _____

195. _____

196. _____

SALE OF BUYER'S PROPERTY:

197.
198. (Check one.)

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

201. OR

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

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

210. OR

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

REAL ESTATE TAXES/SPECIAL ASSESSMENTS:

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

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

217. due and payable in the year of closing.

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

219. payable in the year of closing.

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

221. pay the difference between the homestead and non-homestead.

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

PURCHASE AGREEMENT

224. Page 6 Date _____

225. Property located at _____.

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

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

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

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

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

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

233. of the Date of this Purchase Agreement. Notwithstanding the foregoing, Buyer shall assume any levied assessments
234. that cannot be paid in the year of closing.

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

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

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

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**

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:

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
293. the 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
301. be 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
305. as of the date of closing. Seller warrants that the buildings are or shall be constructed entirely within the boundary
306. lines 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. Discriminatory restrictive covenants (e.g.
314. provisions against conveyance of property to any person of a specified religious faith, creed, national origin, race, or
315. color) are illegal and unenforceable. An owner of real property may permanently remove such restrictive covenants
316. from the title by recording a statutory form in the office of the county recorder of any county where the property is located.

317. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided
318. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of
319. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.

320. **ACCESS AGREEMENT:** Seller agrees to allow reasonable access to the Property for performance of any surveys or
321. inspections agreed to here.

PURCHASE AGREEMENT

322. Page 8 Date _____

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

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

PURCHASE AGREEMENT

373. Page 9 Date _____

374. Property located at _____.

375. **(Check appropriate boxes.)**

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

377. **CITY SEWER** ☐ **YES** ☐ **NO** / **CITY WATER** ☐ **YES** ☐ **NO**

378. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

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

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

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

382. **PRIVATE WELL**

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

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

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

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

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

388. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**
389. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE**
390. **TREATMENT SYSTEM.**

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

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

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

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

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

399. **AGENCY NOTICE**

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

401. _____
(Real Estate Company Name)

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

403. _____
(Real Estate Company Name)

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

405. **SELLER'S CONTRIBUTION TO BUYER'S BROKER'S COMPENSATION:** Seller agrees to pay buyer's broker's

406. compensation at closing _____ percent (%) of the selling price or \$ _____, which is in
407. addition to any Seller's contribution to Buyer's closing costs paid at closing. This amount is in addition to the listing
408. broker's offer of cooperating compensation, if any.

410. Property located at _____.

411. **DUAL AGENCY REPRESENTATION**

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

413. ☐ Dual Agency representation ***DOES NOT*** apply in this transaction. *Do not complete lines 414–430.*

414. ☐ Dual Agency representation ***DOES*** apply in this transaction. *Complete the disclosure in lines 415–430.*

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

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

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

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

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

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

428. Seller _____ Buyer _____

429. Seller _____ Buyer _____

430. Date _____ Date _____

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

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

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

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

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

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

PURCHASE AGREEMENT

450. Page 11 Date _____

451. Property located at _____.

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

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

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

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

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

466. **OTHER:**
467. _____
468. _____
469. _____
470. _____
471. _____
472. _____
473. _____
474. _____
475. _____

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

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

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

PURCHASE AGREEMENT

492. Page 12 Date _____

493. Property located at _____.

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

496. **I have reviewed all pages of this Purchase**
497. **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.

498. ☐ **If checked, this Purchase Agreement is subject to**
499. **attached Addendum to Purchase Agreement:**
500. **Counteroffer and the Final Acceptance Date shall be**
501. **noted on the Addendum.**

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

504. non-resident alien individual, foreign corporation, foreign
505. partnership, foreign trust, or foreign estate for purposes of
506. income taxation. (See lines 436-449.) This representation
507. and warranty shall survive the closing of the transaction
508. and the delivery of the deed.

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

X _____
(Buyer's Signature) (Date)

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

X _____
(Buyer's Printed Name)

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

X _____
(Buyer's Signature) (Date)

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

X _____
(Buyer's Printed Name)

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

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

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

520. **SELLER(S)** _____

BUYER(S) _____

521. **SELLER(S)** _____

BUYER(S) _____

WIRE FRAUD ALERT



Internet fraud — the use of Internet services or software with Internet access to defraud victims — is on the rise in real estate transactions.

THESE SOPHISTICATED CRIMINALS COULD:

- **HACK INTO YOUR E-MAIL ACCOUNT** or the e-mail of others involved in your real estate transaction and may direct you to wire money to the hacker's account.
- **SEND FRAUDULENT E-MAILS** that appear to be from your real estate licensee, lender, or closing agent.
- **CALL YOU** claiming they have revised wiring instructions.

Buyers/Tenants and Sellers/Owners are advised to:

- (1) Never wire funds without confirming the wiring instructions directly with the intended recipient.
- (2) Verify that the contact information for the wire transfer recipient is legitimate by calling a known phone number for the broker or closing agent. Do not rely on the information given to you in an e-mail communication.
- (3) Never send personal information through unsecured/unencrypted e-mail.

If you suspect wire fraud in your transaction:

- (1) Immediately notify your bank, closing agent, and real estate licensee.
- (2) File a complaint online at the Internet Crime Complaint Center (IC3) at <http://www.ic3.gov>.

The undersigned acknowledge receipt of this wire fraud alert and understand the importance of taking proactive measures to avoid being a victim of wire fraud in a real estate transaction.

(Signature)

(Date)

(Signature)

(Date)

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Radon in Real Estate Transactions

All Minnesota homes can have dangerous levels of radon gas. Radon is a colorless and odorless gas that comes from the soil. The gas can accumulate in the home. When inhaled, its radioactive particles 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 (picocuries per liter) 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**
5. **a radon warning statement**

Radon Facts

How dangerous is radon? Radon is the number one cause of lung cancer in nonsmokers, 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. A home's radon levels may change in the future, so test every 2–5 years, or sooner if there is major remodeling or changes to the foundation, heating, cooling, or ventilation.

Radon Warning Statement

“The Minnesota Department of Health strongly recommends that ALL home buyers 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.”

Radon Testing

Any test lasting less than three months requires **closed-house conditions**. Closed-house conditions include keeping all windows and doors closed, except for normal entry and exit, and temperature set to 65 – 80 °F. For a full list of closed-house conditions please visit mn.gov/radon/notice.

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.

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. If other foundations are present, such as a crawl space or slab on grade, also test the rooms above these foundations.

Place the test kit:

- 20 inches to 6 feet above the floor
- 3 feet from exterior doors and windows
- 1 foot from exterior walls
- away from heat sources and drafts caused by vents and fans
- not in enclosed areas or areas of high heat/humidity

How are radon tests conducted in real estate transactions?

There are special protocols for radon testing in real estate transactions. Because these tests are time-sensitive there are two testing options. For both tests, test for a minimum of 2 days.

Continuous Radon Monitor (CRM)

MDH recommends CRMs in real estate testing. CRMs are calibrated, provide more data, and may detect tampering. The average of the results are used to make a decision to mitigate.

Simultaneous Short-Term Testing

Two short-term test kits are placed side by side, 4" – 8" apart. The results of the two tests are averaged and used to make a decision to mitigate.

Radon Mitigation

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

Radon mitigation is the process or system used to reduce radon concentrations in the breathing zones of occupied buildings. The goal of a radon mitigation system is to reduce the indoor radon levels to below the action level. This is done by drawing soil gas from under the house and venting it above the roof. A quality mitigation system is often able to reduce the annual average radon level to below 2.0 pCi/L. The cost of a radon mitigation system averages \$1,500 to \$3,000.

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 short-term test will confirm low levels in the home. Be sure to retest the house every two years to confirm continued radon reduction.

All radon testing and mitigation should be conducted by licensed radon professionals. Radon service providers, such as home inspectors, must be licensed. A list of these licensed radon professionals can be found at MDH's radon web site. MDH conducts free inspections, upon request, of recently installed radon mitigation systems, to check that they meet requirements.

More Radon Information

www.mn.gov/radon

MDH Indoor Air Unit

PO Box 64975
St Paul, MN 55164-0975

Contact Information

651-201-4601
800-798-9050
health.indoorair@state.mn.us

Last Updated 4/2023