

**ADDENDUM TO PURCHASE AGREEMENT:  
ADDITIONAL SIGNATURES**

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

3. Addendum to Purchase Agreement between parties, dated \_\_\_\_\_  
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at \_\_\_\_\_  
5. \_\_\_\_\_

**Seller(s)**

7. I agree to sell the Property for the price and on the terms and conditions set forth in this Purchase Agreement.

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

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

14. (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See lines 436-449.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

**Buyer(s)**

I agree to purchase the Property for the price and on terms and conditions set forth in this Purchase Agreement.

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

19. X \_\_\_\_\_ X \_\_\_\_\_  
(Seller's Signature) (Date) (Buyer's Signature) (Date)

20. X \_\_\_\_\_ X \_\_\_\_\_  
(Seller's Printed Name) (Buyer's Printed Name)

21. X \_\_\_\_\_ X \_\_\_\_\_  
(Seller's Signature) (Date) (Buyer's Signature) (Date)

22. X \_\_\_\_\_ X \_\_\_\_\_  
(Seller's Printed Name) (Buyer's Printed Name)

23. X \_\_\_\_\_ X \_\_\_\_\_  
(Seller's Signature) (Date) (Buyer's Signature) (Date)

24. X \_\_\_\_\_ X \_\_\_\_\_  
(Seller's Printed Name) (Buyer's Printed Name)

25. X \_\_\_\_\_ X \_\_\_\_\_  
(Seller's Signature) (Date) (Buyer's Signature) (Date)

26. X \_\_\_\_\_ X \_\_\_\_\_  
(Seller's Printed Name) (Buyer's Printed Name)

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

**ADDENDUM TO PURCHASE AGREEMENT:  
ADDITIONAL SIGNATURES**

29. Page 2 Date \_\_\_\_\_

30. Property located at \_\_\_\_\_.

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

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

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

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

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

SAMPLE

**ADDENDUM TO PURCHASE AGREEMENT:  
CONTRACT FOR DEED FINANCING**

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1. Date \_\_\_\_\_
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3. **THIS FORM DOES NOT SERVE AS THE ACTUAL CONTRACT FOR DEED.**

4. **NOTE:** Buyer and Seller should familiarize themselves with the risks and potential liabilities of contract for deed financing. It is advisable for all parties to seek competent legal advice.

6. Addendum to Purchase Agreement between parties, dated \_\_\_\_\_  
7. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at  
8. \_\_\_\_\_.

9. This Addendum supersedes anything to the contrary in the Purchase Agreement.

10. **TYPE OF CONTRACT:** ☐ **CONTRACT FOR DEED** ☐ **CONTRACT FOR DEED WITH ASSUMPTION OF FINANCING**  
11. (See attached Financing Addendum: Assumption.)

12. **CONTINGENCY FOR ATTORNEY REVIEW:** This Purchase Agreement ☐ **IS** ☐ **IS NOT** contingent upon the parties  
----- (Check one.) -----

13. consulting with legal counsel regarding the terms of this Purchase Agreement. If **IS**, parties have within \_\_\_\_\_  
14. Business Days of Final Acceptance Date of this Purchase Agreement to consult with legal counsel ("Consultation  
15. Period"). Either party may cancel this Purchase Agreement based on consultation with legal counsel by providing written  
16. notice to the other party, or licensee representing or assisting the other party, of the party's intent to cancel no later than  
17. the end of the Consultation Period, in which case this Purchase Agreement is canceled. Buyer and Seller shall  
18. immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money  
19. paid here to be refunded to Buyer. If neither party cancels this Purchase Agreement before the end of the Consultation  
20. Period, then this Contingency shall be deemed removed and this Purchase Agreement shall be in full force and effect.

21. **CONTRACT FOR DEED TERMS:** The parties shall utilize the *Minnesota Uniform Conveyancing Blank Contract for*  
22. *Deed* ("Contract for Deed") at the closing of this Purchase Agreement, and all terms in the Contract for Deed shall  
23. apply unless otherwise indicated in this Purchase Agreement.

24. The Contract for Deed can be found at the Minnesota Department of Commerce's website at [http://mn.gov/commerce/](http://mn.gov/commerce/business/real-estate/forms.jsp)  
25. [business/real-estate/forms.jsp](http://mn.gov/commerce/business/real-estate/forms.jsp). Buyer and Seller should consult with an attorney to ensure the appropriate issues  
26. and the terms in this Purchase Agreement are addressed and properly drafted within the Contract for Deed.

27. **PAYMENT TERMS:** Contract for Deed amount \$ \_\_\_\_\_ by Contract for Deed, between  
28. Buyer and Seller, which Buyer shall pay to Seller as follows:

29. Monthly installment payments of \$ \_\_\_\_\_ (or more at Buyer's option).

30. Payments shall be credited first to interest and remainder to principal.

31. Interest at the rate of \_\_\_\_\_ percent (%) per annum computed on unpaid balances.

32. Interest rate shall not exceed the maximum lawful interest rate.

33. Interest shall begin accruing on \_\_\_\_\_.

34. First payment shall be due and payable on \_\_\_\_\_.

35. Subsequent payments shall be due and payable on the \_\_\_\_\_ day of each succeeding month.

36. The entire balance shall be due and payable in full no later than \_\_\_\_\_.

37. The final payment ☐ **IS** ☐ **IS NOT** a balloon payment.  
----- (Check one.) -----

**ADDENDUM TO PURCHASE AGREEMENT:  
CONTRACT FOR DEED FINANCING**

38. Page 2

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

40. **ALTERATION OR ADDITION TO PAYMENT TERMS:** \_\_\_\_\_

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

42. \_\_\_\_\_

43. \_\_\_\_\_

44. \_\_\_\_\_

45. \_\_\_\_\_

46. \_\_\_\_\_

47. **CREDIT APPROVAL:** Buyer shall furnish to Seller, for Seller's approval, a signed financial statement within five (5)  
48. Business Days after Final Acceptance Date of this Purchase Agreement. Buyer authorizes Seller to conduct credit  
49. checks at Seller's expense. Buyer further agrees to sign documents necessary for Seller to obtain the financial  
50. information. Seller has \_\_\_\_\_ Business Days after receipt of the financial statement from Buyer to approve  
51. or deny Buyer. Approval of Buyer is within Seller's sole discretion. In the event Seller does not approve Buyer, Seller  
52. shall immediately notify Buyer in writing and this Purchase Agreement is canceled. Buyer and Seller shall immediately  
53. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to  
54. be refunded to Buyer.

55. **TITLE, LIENS, AND ENCUMBRANCES:**

56. **AT TIME OF DELIVERY OF THE DEED:** Upon Buyer's full satisfaction of the Purchase Price and full performance  
57. of the Contract for Deed, Seller shall provide Buyer with a fully executed and recordable: *(Check one.)*

58. ☐ **WARRANTY DEED** or ☐ **OTHER:** \_\_\_\_\_  
59. subject only to those exceptions listed in the *Deed/Marketable Title* section of this Purchase Agreement; and

60. ☐ **IF CHECKED,** the following liens or encumbrances: \_\_\_\_\_

61. \_\_\_\_\_

62. **TAXES, ASSESSMENTS, AND INSURANCE:** Taxes and assessments due and payable in the year of closing shall be  
63. prorated as agreed in this Purchase Agreement. Taxes and assessments for all subsequent years of the Contract for  
64. Deed shall be paid by Buyer before any penalty accrues. Insurance shall commence on the date of closing, shall  
65. continue until the Contract for Deed is paid in full, and shall conform with the terms of the Contract for Deed.

66. Taxes, assessments, and insurance shall be paid in the following manner: *(Check one.)*

67. ☐ Buyer to pay 1/12ths taxes and hazard insurance premiums to Seller each month, in addition to the principal and  
68. interest payments. Seller agrees to pay the real estate taxes and insurance premium as they become due.

69. OR;

70. ☐ Buyer shall pay real estate taxes and hazard insurance premiums directly as they become due and furnish Seller  
71. with paid receipt of same.

72. OR;

73. ☐ Tax and insurance escrow: If the real estate taxes and hazard insurance premiums are included in the assumed  
74. mortgage payments, Buyer shall pay said tax and insurance escrows to the mortgagee.

75. OR;

76. ☐ Other: \_\_\_\_\_

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**ADDENDUM TO PURCHASE AGREEMENT:  
CONTRACT FOR DEED FINANCING**

115. Page 4

116. Property located at \_\_\_\_\_.

117. \_\_\_\_\_  
          \_\_\_\_\_  
      (Buyers)                (Sellers)

118. **Furnishing of Labor or Materials.** Buyer shall not, during the term of this Contract  
119. for Deed, cause any material to be delivered or labor to be performed upon any part of  
120. the Property covered by the Contract for Deed that exceeds the cost of  
121. \$ \_\_\_\_\_, unless Buyer first obtains the written consent  
122. of Seller. Buyer further agrees to indemnify and hold harmless Seller against all claims  
123. or liens for labor and materials or services made against the Property covered by the  
124. Contract for Deed and for the costs of enforcing this indemnification, including reasonable  
attorneys' fees.

125. \_\_\_\_\_  
          \_\_\_\_\_  
      (Buyers)                (Sellers)

**Other Terms.** For further terms, see attached *Addendum to Purchase Agreement*.

**126. IMPORTANT INFORMATION ABOUT CONTRACTS FOR DEED:**

127. (A) Seller:

128. ☐ **IS** an Investor Seller of residential real property.

129. ☐ **IS NOT** a Investor Seller of residential real property.

130. MN Statute 559A.01, Subd. 5(a) defines an Investor Seller as "a person entering into a contract for deed to sell  
131. residential real property, or, in the event of a transfer or assignment of the seller's interest, the holder of the interest."

132. MN Statute 559A.01, Subd. 5(b) provides that "an investor seller does not include a person entering into a contract  
133. for deed who is: (1) a natural person who has owned and occupied the residential real property as the natural person's  
134. primary residence for a continuous 12-month period at any time prior to the execution of the contract for deed."

135. See MN Statute 559A.01, Subd. 5(b)(1)-(13) for the list of exceptions to the "Investor Seller" definition.

136. Minnesota law requires that an Investor Seller deliver to Buyer the disclosure statement entitled **Important Information You  
137. Need to Know. Buyer acknowledges receipt of the disclosure statement, which is attached to the front of this  
138. Purchase Agreement.**

139. **OTHER:** \_\_\_\_\_

140. \_\_\_\_\_

141. \_\_\_\_\_

142. \_\_\_\_\_

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

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

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

**ADDENDUM TO PURCHASE AGREEMENT:  
COUNTEROFFER**

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

3. Addendum to Purchase Agreement between parties, dated \_\_\_\_\_  
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at  
5. \_\_\_\_\_.

6. ***This Counteroffer does not include the terms or conditions in any previous Counteroffer(s).***

7. This Counteroffer Addendum is valid only upon signature and delivery of the Purchase Agreement.

8. The Purchase Agreement is rejected and the following Counteroffer is hereby made. All terms and conditions remain  
9. the same, as stated in the Purchase Agreement, except the following:

10. *(Select appropriate changes from original offer.)*

11. ☐ Purchase price (and corresponding FHA ESCAPE CLAUSE sale price, if applicable) shall be  
12. \$ \_\_\_\_\_.

13. ☐ Earnest money shall be a total of \$ \_\_\_\_\_.

14. ☐ Cash of \_\_\_\_\_ percent (%) of the sale price, which includes the earnest money.

15. ☐ Mortgage financing of \_\_\_\_\_ percent (%) of the sale price.

16. ☐ Closing date shall be \_\_\_\_\_.

17. ☐ Seller agrees to complete all FHA/Lender required repairs, not to exceed \$ \_\_\_\_\_.

18. ☐ Seller shall pay Buyer's closing costs, prepaids, insurance and \_\_\_\_\_

19. not to exceed \$ \_\_\_\_\_ or \_\_\_\_\_ percent (%) of the sale price.

20. ☐ Seller contribution to Buyer's Broker's Compensation shall be \$ \_\_\_\_\_ or

21. \_\_\_\_\_ percent (%) of the sale price.

22. ☐ **OTHER:** \_\_\_\_\_

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

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

25. \_\_\_\_\_

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

27. \_\_\_\_\_

28. \_\_\_\_\_

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

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

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

33. **ATTACH ONLY THE FINAL COUNTEROFFER ADDENDUM TO THE PURCHASE AGREEMENT.**

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

**ADDENDUM TO PURCHASE AGREEMENT:  
SALE OF BUYER'S PROPERTY  
CONTINGENCY**

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

3. Addendum to Purchase Agreement between parties, dated \_\_\_\_\_  
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at \_\_\_\_\_

5. \_\_\_\_\_  
6. This Purchase Agreement is contingent upon Buyer entering into a valid purchase agreement for the sale of  
7. Buyer's property located at \_\_\_\_\_

8. Buyer's property ☐ **Is Currently Listed** ☐ **Will Be Listed Within** \_\_\_\_\_ **days** with  
\_\_\_\_\_  
(Check one.)

9. \_\_\_\_\_, broker.

10. Seller shall have the right to continue to offer the Property for sale until this Contingency is removed.

11. **Seller's Right to Demand Removal of Contingency:** Seller may demand removal of this Contingency at any time.

12. To demand removal of this Contingency, Seller, or licensee representing or assisting Seller, shall deliver to Buyer, or  
13. licensee representing or assisting Buyer, written notice demanding removal of this Contingency.

14. **Buyer Removal of Contingency:** To remove this Contingency, Buyer, or licensee representing or assisting Buyer, shall  
15. deliver to Seller, or licensee representing or assisting Seller, at any time, but not later than \_\_\_\_\_ **Calendar**  
16. Days of receipt of a written notice from Seller, a true copy of a valid, fully signed purchase agreement for the sale  
17. of Buyer's property that is not contingent upon anything other than financing and that has a closing date not later  
18. than the closing date in this Purchase Agreement. If Buyer enters into a valid purchase agreement for the sale of  
19. Buyer's property, as defined here, Buyer shall remove this Contingency as specified in this Addendum.

20. Buyer shall have until 11:59 p.m. on the final **Calendar Day** referred to on line 15 to remove this Contingency.

21. **Closing of Buyer's Property:** If Buyer removes this Contingency for the sale of Buyer's property, this Purchase  
22. Agreement becomes contingent upon successful closing on the Buyer's property. If Buyer's property does not  
23. close on or before the closing date in this Purchase Agreement, this Purchase Agreement is canceled. Buyer and  
24. Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all  
25. earnest money paid here to be refunded to Buyer. The language in this paragraph supersedes any other provision to  
26. the contrary in any financing contingency made a part of this Purchase Agreement, if any.

27. **Failure to Remove Contingency:** If Seller demands removal, and Buyer does not timely remove this Contingency, this  
28. Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement*  
29. confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

30. If neither party timely removes this Contingency, and this Purchase Agreement does not close on or before the closing  
31. date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of*  
32. *Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

33. In the event there is more than one Buyer or Seller, the parties agree that any one Buyer may remove the Contingency  
34. as specified here and any one Seller may demand removal of this Contingency.

35. **OTHER:** \_\_\_\_\_

36. \_\_\_\_\_

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

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

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

**BUYER REPRESENTATION  
CONTRACT: EXCLUSIVE**

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1. Date \_\_\_\_\_

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3. **DEFINITIONS:** Buyer is \_\_\_\_\_ ("Buyer").  
(e.g., individual(s), estate, trust, corporation, etc.)

4. Broker is \_\_\_\_\_ ("Broker").  
(Real Estate Company Name)

5. Buyer gives Broker the exclusive right to locate and/or to assist in negotiations for the purchase, exchange of or option  
6. to purchase ("Purchase") property located in Minnesota at a price and with terms acceptable to Buyer. This Contract starts on  
7. \_\_\_\_\_, and ends at 11:59 P.M. on \_\_\_\_\_.

8. This Contract terminates upon successful closing of a property or expiration or cancellation of this Contract, whichever  
9. occurs first.

10. This Contract may only be canceled by written mutual agreement of the parties.

11. **BROKER'S OBLIGATION:** Broker shall make a reasonable effort to locate property acceptable to Buyer. Broker  
12. shall use professional knowledge and skills to assist in negotiations for the purchase of property. Broker shall assist  
13. Buyer throughout the transaction. Broker shall act in Buyer's best interest at all times, subject to any limitations  
14. imposed by law or dual agency. Broker shall comply with all applicable fair housing and nondiscrimination regulations.

15. **BUYER'S OBLIGATION:** Buyer shall work exclusively with Broker for the purchase of property. Buyer shall promptly  
16. furnish to Broker accurate and relevant personal financial information to ascertain Buyer's ability to Purchase property,  
17. if requested. Buyer shall cooperate with Broker in finding a property to Purchase. After a purchase agreement has  
18. been accepted by seller, Buyer is legally obligated to Purchase the property. If Buyer refuses to close the Purchase for  
19. any reason other than the failure of seller to perform, subject to relevant contingencies, Buyer shall pay Broker all  
20. compensation due under this Contract.

21. **NOTICE: THE COMPENSATION FOR THE PURCHASE, LEASE, RENTAL OR MANAGEMENT OF REAL**  
22. **PROPERTY SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S**  
23. **CLIENT. BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.**

24. **BROKER'S COMPENSATION:** *(Fill in all blanks.)*

25. If Buyer, or any other person acting on Buyer's behalf, agrees to Purchase any property during the term of this Contract,  
26. the following compensation will apply.

27. 1. Buyer agrees to pay Broker a retainer fee of \$ \_\_\_\_\_ at the commencement of this Contract,  
28. which fee shall be kept by Broker whether or not Buyer Purchases property. The retainer fee shall apply toward  
29. satisfaction of any obligation to compensate Broker.

30. 2. Buyer shall pay Broker, as Broker's compensation, \_\_\_\_\_ percent (%) of the selling price or  
31. \$ \_\_\_\_\_, whichever is greater, when Buyer closes the Purchase, if:

32. A: Buyer Purchases or agrees to Purchase a property before the expiration of this Contract, even if Buyer does  
33. not use Broker's services; or

34. B: within \_\_\_\_\_ days (*not to exceed six (6) months*) after the expiration of this Contract, Buyer Purchases  
35. property which either Broker or licensee representing Buyer has shown or exhibited to Buyer, or specifically  
36. brought to the attention of Buyer, before the expiration of this Contract, as long as Broker has identified this  
37. property on a written list Broker gives to Buyer within 72 hours after the expiration of this Contract.

38. Broker is authorized to negotiate and receive compensation paid by seller, or broker representing or assisting seller.  
39. Any compensation accepted by Broker from seller, or broker representing or assisting seller, **SHALL** reduce any  
40. obligation of Buyer to pay the compensation by the amount received by seller or broker. Broker must inform Buyer  
41. in writing before Buyer signs an offer to Purchase the property (utilizing *Disclosure Statement: Compensation*  
42. *Disclosure to Buyer/Tenant* or other written disclosure) the amount of compensation or the basis for computing the  
43. compensation.

**BUYER REPRESENTATION  
CONTRACT: EXCLUSIVE**

44. Page 2

45. Broker may not receive compensation for brokerage services provided to buyer from any source that exceeds the  
46. amount or rate agreed to in this Contract.

47. Buyer understands that Buyer does not have to pay Broker's compensation if Buyer signs another valid buyer  
48. representation contract or facilitator services agreement after the expiration or cancellation of this Contract, under  
49. which Buyer is obligated to compensate another licensed real estate broker.

50. **CAUTION: BUYER'S ACTIONS IN LOCATING A PROPERTY MAY AFFECT PAYMENT OF COMPENSATION BY**  
51. **SELLER(S) AND MAY THEREFORE OBLIGATE BUYER TO PAY ALL OR PART OF THE COMPENSATION**  
52. **IN CASH AT CLOSING. FOR EXAMPLE: THE ACT OF GOING THROUGH AN OPEN HOUSE**  
53. **UNACCOMPANIED BY BUYER'S BROKER OR LICENSEE REPRESENTING BUYER; OR SIGNING**  
54. **A PURCHASE AGREEMENT THROUGH ANOTHER BROKER OR WITH OWNER (FOR SALE BY**  
55. **OWNER) MAY REQUIRE BUYER'S PAYMENT OF THE FULL COMPENSATION TO BUYER'S BROKER.**

56. **GENERAL NATURE OF PROPERTY:** (Including the following property types: existing, new construction or to-be-  
57. built.)  
58. *(Check all that apply.)*

59. ☐ **COMMERCIAL/INDUSTRIAL** ☐ **FARM** ☐ **RECREATION**  
60. ☐ **RESIDENTIAL/INVESTMENT** ☐ **RESIDENTIAL/PERSONAL** ☐ **VACANT LAND**

61. **ADDITIONAL COSTS:** Buyer acknowledges that Buyer may be required to pay certain closing costs, which may  
62. effectively increase the cash outlay at closing.

63. **CLOSING SERVICES:**

64. **NOTICE:** THE REAL ESTATE BROKER, LICENSEE REPRESENTING BUYER, OR REAL ESTATE CLOSING AGENT  
65. HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS OPINIONS  
66. REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING ITSELF.

67. After a purchase agreement for the property is signed, arrangements must be made to close the transaction. Buyer  
68. understands that no one can require Buyer to use a particular person in connection with a real estate closing and  
69. that Buyer may arrange for a qualified closing agent or Buyer's attorney to conduct the closing.

70. Buyer's choice for closing services: *(Check one.)*

71. ☐ Buyer directs Broker to arrange for a qualified closing agent to conduct the closing.

72. ☐ Buyer shall arrange for a qualified closing agent or Buyer's attorney to conduct the closing.

73. \_\_\_\_\_  
(Buyer's Initials) (Buyer's Initials)

74. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code  
75. provides that a transferee ("Buyer") of a United States real property interest must withhold tax from the transferor  
76. ("Seller") if the Seller is a foreign person and no exceptions from FIRPTA withholding apply. A Buyer is personally  
77. liable for the full amount of FIRPTA withholding tax required to be withheld unless the Seller furnishes Buyer with  
78. specific documentation ensuring Buyer is exempt from the withholding requirements as prescribed under 26 USC  
79. §1445. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility  
80. for withholding the applicable tax, Buyer should **seek appropriate legal and tax advice regarding FIRPTA compliance,**  
81. **as Broker will be unable to assure Buyer that the transaction is exempt from the withholding requirements.**

82. **PRIVATE INSPECTION/WARRANTY:** Broker recommends that Buyer obtain a private home inspection to satisfy  
83. **themselves** with the physical condition of the property. Furthermore, there are warranty programs available for some  
84. properties which warrant the performance of certain components of a property, which warranty programs Buyer  
85. may wish to investigate prior to the Purchase of any specific property.

**BUYER REPRESENTATION  
CONTRACT: EXCLUSIVE**

86. Page 3

87. **AGENCY REPRESENTATION:** If the Buyer chooses to Purchase a property listed by Broker, a dual agency will be  
88. created. This means that Broker will represent both the Buyer and the seller, and owe the same duties to the seller that  
89. Broker owes to the Buyer. This conflict of interest will prohibit Broker from advocating exclusively on the Buyer's behalf.  
90. Dual agency will limit the level of representation Broker can provide. If a dual agency should arise, the Buyer will need  
91. to agree that confidential information about price, terms and motivation will still be kept confidential unless the Buyer  
92. instructs Broker in writing to disclose specific information about the Buyer. All other information will be shared. Broker  
93. cannot act as a dual agent unless both the Buyer and the seller agree to it. By agreeing to a possible dual agency,  
94. the Buyer will be giving up the right to exclusive representation in an in-house transaction. However, if the Buyer  
95. should decide not to agree to a possible dual agency, and the Buyer wants Broker to represent the Buyer, the Buyer  
96. may give up the opportunity to Purchase the properties listed by Broker.

97. Buyer's Instructions to Broker:

98. Having read and understood this information about dual agency, Buyer now instructs Broker as follows:

99. ☐ Buyer will agree to a dual agency representation and will consider properties listed by Broker.

100. ☐ Buyer will not agree to a dual agency representation and will not consider properties listed by Broker.

101. Real Estate Company Name: \_\_\_\_\_

102. \_\_\_\_\_ Buyer: \_\_\_\_\_

103. By: \_\_\_\_\_ Buyer: \_\_\_\_\_  
(Licensee)

104. Date: \_\_\_\_\_

105. **OTHER POTENTIAL BUYERS:** Buyer understands that other potential buyers may consider and/or make offers to  
106. purchase through Broker the same or similar properties as Buyer is seeking to Purchase. Buyer consents to Broker  
107. representing such other potential buyers before, during and after the expiration of this Contract.

108. **PREVIOUS AGENCY RELATIONSHIPS:** Broker, or licensee representing Buyer, may have had a previous agency  
109. relationship with a seller of a property Buyer is interested in Purchasing. Buyer acknowledges that Buyer's Broker, or  
110. licensee representing Buyer, is legally required to keep information regarding the ultimate price and terms the seller  
111. would accept and the motivation for selling confidential, if known.

112. **TERMINATION OF FIDUCIARY DUTIES:** Broker's fiduciary duties, except the duty of confidentiality, terminate upon  
113. Buyer's successful closing of a property or expiration or cancellation of this Contract, whichever occurs first.

114. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory  
115. offender registry and persons registered with the predatory offender registry under MN Statute 243.166 may  
116. be obtained by contacting the local law enforcement offices in the community where the property is located  
117. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web site at  
118. <https://coms.doc.state.mn.us/publicregistrantsearch>.

119. **ENTIRE AGREEMENT:** This Contract and all addenda and amendments signed by the parties shall constitute the  
120. entire agreement between Buyer and Broker. Any other written or oral communication between Buyer and Broker,  
121. including, but not limited to, e-mails, text messages, or other electronic communications are not part of this Contract.  
122. This Contract can be modified or canceled only in writing signed by Buyer and Broker or by operation of law. All  
123. monetary sums are deemed to be United States currency for purposes of this Contract.

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

126. **CONSENT FOR COMMUNICATION:** Buyer authorizes Broker and its representatives to contact Buyer by mail, phone,  
127. fax, e-mail, text message or other means of communication during the term of this Contract and any time thereafter.

**BUYER REPRESENTATION  
CONTRACT: EXCLUSIVE**

128. Page 4

129. **OTHER:** \_\_\_\_\_  
130. \_\_\_\_\_  
131. \_\_\_\_\_  
132. \_\_\_\_\_  
133. \_\_\_\_\_

**134. BROKER**

**BUYER**

135. **ACCEPTED BY:** \_\_\_\_\_  
(Real Estate Company Name)

**ACCEPTED BY:** \_\_\_\_\_  
(Buyer's Signature)

136. **By:** \_\_\_\_\_  
(Licensee's Signature)

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

137. \_\_\_\_\_  
(Licensee's Printed Name)

\_\_\_\_\_  
(Date)

138. \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address)

139. \_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip)

140. \_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Phone)

141. \_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(E-Mail Address)

142. \_\_\_\_\_  
(E-Mail Address)

**BUYER**

**ACCEPTED BY:** \_\_\_\_\_  
(Buyer's Signature)

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(E-Mail Address)

151. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER AND BROKER.**  
152. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

**BUYER REPRESENTATION  
CONTRACT: NONEXCLUSIVE**

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1. Date \_\_\_\_\_

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

3. **DEFINITIONS:** Buyer is \_\_\_\_\_ (“Buyer”).  
(e.g., individual(s), estate, trust, corporation, etc.)

4. Broker is \_\_\_\_\_ (“Broker”).  
(Real Estate Company Name)

5. Buyer gives Broker the nonexclusive right to locate and/or to assist in negotiations for the purchase, exchange of or option to purchase (“Purchase”) property located in Minnesota at a price and with terms acceptable to Buyer. This Contract starts on

6. \_\_\_\_\_, and ends at 11:59 P.M. on \_\_\_\_\_.

7. This Contract terminates upon successful closing of a property or expiration or cancellation of this Contract, whichever occurs first.

8. This Contract may only be canceled by written mutual agreement of the parties.

9. **Nonexclusive representation means that Buyer has the right to contract with other brokers for representation in the Purchase of property during the term of this Contract.**

10. **BROKER’S OBLIGATION:** Broker shall make a reasonable effort to locate property acceptable to Buyer. Broker shall use professional knowledge and skills to assist in negotiations for the Purchase of property. Broker shall assist Buyer throughout the transaction. Broker shall act in Buyer’s best interest at all times, subject to any limitations imposed by law or dual agency. Broker shall comply with all applicable fair housing and nondiscrimination regulations.

11. **BUYER’S OBLIGATION:** Buyer shall work with Broker for the Purchase of property. Buyer shall promptly furnish to Broker accurate and relevant personal financial information to ascertain Buyer’s ability to Purchase property, if requested. Buyer shall cooperate with Broker in finding a property to Purchase. After a purchase agreement has been accepted by seller, Buyer is legally obligated to Purchase the property. If Buyer refuses to close the Purchase for any reason other than the failure of seller to perform, subject to relevant contingencies, Buyer shall pay Broker all compensation due under this Contract.

12. **NOTICE: THE COMPENSATION FOR THE PURCHASE, LEASE, RENTAL OR MANAGEMENT OF REAL PROPERTY SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER’S CLIENT. BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.**

13. **BROKER’S COMPENSATION:** (Fill in all blanks.)

14. If Buyer, or any other person acting on Buyer’s behalf, agrees to Purchase any property during the term of this Contract, the following compensation will apply.

15. 1. Buyer agrees to pay Broker a retainer fee of \$ \_\_\_\_\_ at the commencement of this Contract, which fee shall be kept by Broker whether or not Buyer Purchases property. The retainer fee shall apply toward satisfaction of any obligation to compensate Broker.

16. 2. Buyer shall pay Broker, as Broker’s compensation, \_\_\_\_\_ percent (%) of the selling price or \$ \_\_\_\_\_, whichever is greater, when Buyer closes the Purchase, if:

17. A: Buyer Purchases or agrees to Purchase a property before the expiration of this Contract, with the assistance of the Broker or licensee representing Buyer; or

18. B: within \_\_\_\_\_ days (not to exceed six (6) months) after the expiration of this Contract, Buyer Purchases property which either Broker or licensee representing Buyer has shown or exhibited to Buyer, or specifically brought to the attention of Buyer, before the expiration of this Contract, as long as Broker has identified this property on a written list Broker gives to Buyer within 72 hours after the expiration of this Contract.

**BUYER REPRESENTATION  
CONTRACT: NONEXCLUSIVE**

41. Page 2

42. Broker is authorized to negotiate and receive compensation paid by seller, or broker representing or  
43. assisting seller. Any compensation accepted by Broker from seller, or broker representing or assisting  
44. seller, **SHALL** reduce any obligation of Buyer to pay the compensation by the amount received by seller or broker.  
45. Broker must inform Buyer in writing before Buyer signs an offer to Purchase the property (utilizing  
46. *Disclosure Statement: Compensation Disclosure to Buyer/Tenant* or other written disclosure) the amount of  
47. compensation or the basis for computing the compensation.

48. Broker may not receive compensation for brokerage services provided to buyer from any source that exceeds the  
49. amount or rate agreed to in this Contract.

50. Buyer understands that Buyer does not have to pay Broker's compensation if Buyer signs another valid buyer  
51. representation contract or facilitator services agreement after the expiration or cancellation of this Agreement, under  
52. which Buyer is obligated to compensate another licensed real estate broker.

53. **CAUTION: BUYER'S ACTIONS IN LOCATING A PROPERTY MAY AFFECT PAYMENT OF COMPENSATION**  
54. **BY SELLER(S) AND MAY THEREFORE OBLIGATE BUYER TO PAY ALL OR PART OF THE**  
55. **COMPENSATION IN CASH AT CLOSING. FOR EXAMPLE: THE ACT OF GOING THROUGH AN**  
56. **OPEN HOUSE UNACCOMPANIED BY BUYER'S BROKER OR LICENSEE REPRESENTING**  
57. **BUYER OR SIGNING A PURCHASE AGREEMENT THROUGH ANOTHER BROKER OR WITH**  
58. **OWNER (FOR SALE BY OWNER) MAY REQUIRE BUYER'S PAYMENT OF THE FULL**  
59. **COMPENSATION TO BUYER'S BROKER.**

60. **GENERAL NATURE OF PROPERTY:** (Including the following property types: existing, new construction or to-be-  
61. built.)

62. *(Check all that apply.)*

63. ☐ **COMMERCIAL/INDUSTRIAL**

☐ **FARM**

☐ **RECREATION**

64. ☐ **RESIDENTIAL/INVESTMENT**

☐ **RESIDENTIAL/PERSONAL**

☐ **VACANT LAND**

65. **ADDITIONAL COSTS:** Buyer acknowledges that Buyer may be required to pay certain closing costs, which may  
66. effectively increase the cash outlay at closing.

67. **CLOSING SERVICES:**

68. **NOTICE:** THE REAL ESTATE BROKER, LICENSEE REPRESENTING BUYER OR, REAL ESTATE CLOSING  
69. AGENT HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS OPINIONS  
70. REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING ITSELF.

71. After a purchase agreement for the property is signed, arrangements must be made to close the transaction. Buyer  
72. understands that no one can require Buyer to use a particular person in connection with a real estate closing and  
73. that Buyer may arrange for a qualified closing agent or Buyer's attorney to conduct the closing.

74. Buyer's choice for closing services: *(Check one.)*

75. ☐ Buyer directs Broker to arrange for a qualified closing agent to conduct the closing.

76. ☐ Buyer shall arrange for a qualified closing agent or Buyer's attorney to conduct the closing.

77. \_\_\_\_\_  
(Buyer's Initials) (Buyer's Initials)

78. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code  
79. provides that a transferee ("Buyer") of a United States real property interest must withhold tax from the transferor  
80. ("Seller") if the Seller is a foreign person and no exceptions from FIRPTA withholding apply. A Buyer is personally  
81. liable for the full amount of FIRPTA withholding tax required to be withheld unless the Seller furnishes Buyer with  
82. specific documentation ensuring Buyer is exempt from the withholding requirements as prescribed under 26 USC  
83. §1445. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility  
84. for withholding the applicable tax, Buyer should **seek appropriate legal and tax advice regarding FIRPTA compliance,**  
85. **as Broker will be unable to assure Buyer that the transaction is exempt from the withholding requirements.**

86. **PRIVATE INSPECTION/WARRANTY:** Broker recommends that Buyer obtain a private home inspection to satisfy  
87. **themselves** with the physical condition of the property. Furthermore, there are warranty programs available for  
88. some properties which warrant the performance of certain components of a property, which warranty programs  
89. Buyer may wish to investigate prior to the Purchase of any specific property.

**BUYER REPRESENTATION  
CONTRACT: NONEXCLUSIVE**

90. Page 3

91. **AGENCY REPRESENTATION:** If the Buyer chooses to Purchase a property listed by Broker, a dual agency will be  
92. created. This means that Broker will represent both the Buyer and the seller, and owe the same duties to the seller the  
93. Broker owes to the Buyer. This conflict of interest will prohibit Broker from advocating exclusively on the Buyer's behalf.  
94. Dual agency will limit the level of representation Broker can provide. If a dual agency should arise, the Buyer will need  
95. to agree that confidential information about price, terms and motivation will still be kept confidential unless the Buyer  
96. instructs Broker in writing to disclose specific information about the Buyer. All other information will be shared. Broker  
97. cannot act as a dual agent unless both the Buyer and the seller agree to it. By agreeing to a possible dual agency, the  
98. Buyer will be giving up the right to exclusive representation in an in-house transaction. However, if the Buyer should  
99. decide not to agree to a possible dual agency, and the Buyer wants Broker to represent the Buyer, the Buyer may  
100. give up the opportunity to Purchase the properties listed by Broker.

101. Buyer's Instructions to Broker:

102. Having read and understood this information about dual agency, Buyer now instructs Broker as follows:

103. ☐ Buyer will agree to a dual agency representation and will consider properties listed by Broker.

104. ☐ Buyer will not agree to a dual agency representation and will not consider properties listed by Broker.

105. Real Estate Company Name: \_\_\_\_\_

106. \_\_\_\_\_ Buyer: \_\_\_\_\_

107. By: \_\_\_\_\_ Buyer: \_\_\_\_\_  
(Licensee)

108. Date: \_\_\_\_\_

109. **OTHER POTENTIAL BUYERS:** Buyer understands that other potential buyers may consider and/or make offers to  
110. purchase through Broker the same or similar properties as Buyer is seeking to Purchase. Buyer consents to Broker  
111. representing such other potential buyers before, during and after the expiration of this Contract.

112. **PREVIOUS AGENCY RELATIONSHIPS:** Broker, or licensee representing Buyer, may have had a previous agency  
113. relationship with a seller of a property Buyer is interested in Purchasing. Buyer acknowledges that Buyer's Broker, or  
114. licensee representing Buyer, is legally required to keep information regarding the ultimate price and terms the seller  
115. would accept and the motivation for selling confidential, if known.

116. **TERMINATION OF FIDUCIARY DUTIES:** Broker's fiduciary duties, except the duty of confidentiality, terminate upon  
117. Buyer's successful closing of a property or expiration or cancellation of this Contract, whichever occurs first.

118. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory  
119. offender registry and persons registered with the predatory offender registry under MN Statute 243.166 may  
120. be obtained by contacting the local law enforcement offices in the community where the property is located  
121. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web site at  
122. <https://coms.doc.state.mn.us/publicregistrantsearch>.

123. **ENTIRE AGREEMENT:** This Contract and all addenda and amendments signed by the parties shall constitute the  
124. entire agreement between Buyer and Broker. Any other written or oral communication between Buyer and Broker,  
125. including, but not limited to, e-mails, text messages, or other electronic communications are not part of this Contract.  
126. This Contract can be modified or canceled only in writing signed by Buyer and Broker or by operation of law. All  
127. monetary sums are deemed to be United States currency for purposes of this Contract.

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

130. **CONSENT FOR COMMUNICATION:** Buyer authorizes Broker and its representatives to contact Buyer by mail, phone,  
131. fax, e-mail, text message or other means of communication during the term of this Contract and any time thereafter.

**BUYER REPRESENTATION  
CONTRACT: NONEXCLUSIVE**

132. Page 4

133. **OTHER:** \_\_\_\_\_  
134. \_\_\_\_\_  
135. \_\_\_\_\_  
136. \_\_\_\_\_

**137. BROKER**

138. **ACCEPTED BY:** \_\_\_\_\_  
(Real Estate Company Name)

139. **By:** \_\_\_\_\_  
(Licensee's Signature)

140. \_\_\_\_\_  
(Licensee's Printed Name)

141. \_\_\_\_\_  
(Date)

142. \_\_\_\_\_  
(Address)

143. \_\_\_\_\_  
(City/State/Zip)

144. \_\_\_\_\_  
(Phone)

145. \_\_\_\_\_  
(E-Mail Address)

146.

147.

148.

149.

150.

151.

152.

153.

154.

155.

**BUYER**

**ACCEPTED BY:** \_\_\_\_\_  
(Buyer's Signature)

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(E-Mail Address)

**BUYER**

**ACCEPTED BY:** \_\_\_\_\_  
(Buyer's Signature)

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(E-Mail Address)

**THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER AND BROKER.  
IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

**COOPERATING BROKER  
COMPENSATION AGREEMENT**

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

3. **DEFINITIONS:** This Contract involves the property located at \_\_\_\_\_

4. \_\_\_\_\_ ("Property").

5. Seller is \_\_\_\_\_ ("Seller").  
(e.g., individual(s), estate, trust, corporation, etc.)

6. Seller's Broker is \_\_\_\_\_ ("Seller's Broker").  
(Real Estate Company Name)

7. Buyer is \_\_\_\_\_ ("Buyer").  
(e.g., individual(s), estate, trust, corporation, etc.)

8. Buyer's Broker is \_\_\_\_\_ ("Buyer's Broker").  
(Real Estate Company Name)

9. Seller's Broker is a real estate broker who has entered into a written agreement with Seller for the market and/or sale  
10. or lease of the Property.

11. Buyer's Broker is a real estate broker representing or assisting Buyer who has offered, is contemplating making an  
12. offer, or has entered into a contract to purchase or lease the Property.

13. **COMPENSATION:** Provided the transaction between the Seller and Buyer closes, Seller's Broker agrees to pay  
14. Buyer's Broker as Buyer's Broker's compensation the following:

15. ☐ \_\_\_\_\_ % of selling price or ☐ \$ \_\_\_\_\_  
(Choose one)

16. ☐ Seller's Broker discloses the existence of a variable commission rate.

17. ☐ Other: \_\_\_\_\_

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

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

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

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

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

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

24. **ENTIRE AGREEMENT:** This Contract and all amendments signed by the Seller's Broker and Buyer's Broker shall  
25. constitute the entire agreement between the Seller's Broker and Buyer's Broker. Any other written or oral communication  
26. between Seller's Broker and Buyer's Broker, including, but not limited to, e-mails, text messages, or other electronic  
27. communications are not part of this Contract. This Contract can be modified or canceled only in writing signed  
28. by Seller's Broker and Buyer's Broker.

29. **SELLER'S BROKER**

**BUYER'S BROKER**

30. **ACCEPTED BY:** \_\_\_\_\_  
(Real Estate Company Name)

**ACCEPTED BY:** \_\_\_\_\_  
(Real Estate Company Name)

31. By: \_\_\_\_\_  
(Broker's Signature)

\_\_\_\_\_  
(Broker's Signature)

32. \_\_\_\_\_  
(Broker's Printed Name)

\_\_\_\_\_  
(Broker's Printed Name)

33. \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

34. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN SELLER'S BROKER AND BUYER'S BROKER.**  
35. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

**DISCLOSURE STATEMENT: ARBITRATION  
DISCLOSURE AND RESIDENTIAL REAL  
PROPERTY ARBITRATION AGREEMENT**

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1. Page 1

**ARBITRATION DISCLOSURE**

- 2.
3. You have the right to choose whether to have any disputes about disclosure of material facts affecting the use or
4. enjoyment of the property that you are buying or selling decided by binding arbitration or by a court of law. By agreeing
5. to binding arbitration, **you give up your right to go to court for claims over \$20,000.**
6. By signing the RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT ("ARBITRATION AGREEMENT") on
7. page two (2), you agree to the following:
8. (1) disputes with demands which fall within the jurisdictional limits of the conciliation court shall be resolved in the
9. applicable conciliation court; and
10. (2) all other disputes shall be subject to binding arbitration under the Residential Real Property Arbitration
11. System ("Arbitration System") administered by National Center for Dispute Settlement ("NCDS") and endorsed
12. by the Minnesota Association of REALTORS® ("MNR"). The ARBITRATION AGREEMENT is enforceable only
13. if it is signed by all buyers, sellers and licensees representing or assisting the buyers and the sellers. The
14. ARBITRATION AGREEMENT is not part of the Purchase Agreement. **Your Purchase Agreement will still**
15. **be valid whether or not you sign the ARBITRATION AGREEMENT.**
16. The Arbitration System is a private dispute resolution system offered as an alternative to the court system. It is not
17. government sponsored. NCDS and the MNR jointly adopt the rules that govern the Arbitration System. NCDS and
18. the MNR are not affiliated. Under the ARBITRATION AGREEMENT you must use the arbitration services of NCDS.
19. All disputes about or relating to disclosure of material facts affecting the use or enjoyment of the property, excluding
20. disputes related to title issues, are subject to arbitration under the ARBITRATION AGREEMENT. This includes claims
21. of fraud, misrepresentation, warranty and negligence. Nothing in this Agreement limits other rights you may have under
22. MN Statute 327A (statutory new home warranties) or under private contracts for warranty coverage. An agreement to
23. arbitrate does not prevent a party from contacting the Minnesota Department of Commerce, the state agency that
24. regulates the real estate profession, about licensee compliance with state law.
25. The administrative fee for the Arbitration System varies depending on the amount of the claim, but it is more than initial
26. court filing fees. In some cases, conciliation court is cheaper than arbitration. The maximum claim allowed in conciliation
27. court is \$20,000. This amount is subject to future change. In some cases, it is quicker and less expensive to arbitrate
28. disputes than to go to court, but the time to file your claim and pre-hearing discovery rights are limited. The right to
29. appeal an arbitrator's award is very limited compared to the right to appeal a court decision.
30. **A request for arbitration must be filed within 24 months of the date of the closing on the property or else the**
31. **claim cannot be pursued. In some cases of fraud, a court or arbitrator may extend the 24-month limitation**
32. **period provided herein.**
33. A party who wants to arbitrate a dispute files a Demand, along with the appropriate administrative fee, with NCDS.
34. NCDS notifies the other party, who may file a response. NCDS works with the parties to select and appoint an arbitrator
35. to hear and decide the dispute. A three-arbitrator panel will be appointed instead of a single arbitrator at the request
36. of any party. The party requesting a panel must pay an additional fee. Arbitrators have backgrounds in law, real estate,
37. architecture, engineering, construction or other related fields.
38. Arbitration hearings are usually held at the home site. Parties are notified about the hearing at least 14 days in advance.
39. A party may be represented by a lawyer at the hearing, at the party's own expense, if five (5) days' advance notice
40. is given to the other party and to NCDS. Each party may present evidence, including documents or testimony
41. by witnesses. The arbitrator must make any award within 30 days from the final hearing date. The award must be
42. in writing and may provide any remedy the arbitrator considers just and equitable that is within the scope of the parties'
43. agreement. The arbitrator does not have to make findings of fact that explain the reason for granting or denying an
44. award. The arbitrator may require the party who does not prevail to pay the administrative fee.
45. **This Arbitration Disclosure provides only a general description of the Arbitration System and a general overview**
46. **of the Arbitration System rules.** For specific information regarding the administrative fee, please see the Fee Schedule
47. located in the NCDS Rules. Copies of the Arbitration System rules are available from NCDS by calling (866) 727-8119
48. or on the Web at [www.ncdsusa.org](http://www.ncdsusa.org) or from your REALTOR®. If you have any questions about arbitration, call NCDS
49. at (866) 727-8119 or consult a lawyer.

**DISCLOSURE STATEMENT: ARBITRATION  
DISCLOSURE AND RESIDENTIAL REAL  
PROPERTY ARBITRATION AGREEMENT**

50. Page 2

**THIS IS AN OPTIONAL, VOLUNTARY AGREEMENT.  
READ THE ARBITRATION DISCLOSURE ON PAGE ONE (1) IN FULL BEFORE SIGNING.**

**RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT**

54. For the property located at \_\_\_\_\_ .

55. City of \_\_\_\_\_ , County of \_\_\_\_\_ ,

56. State of Minnesota, Zip Code \_\_\_\_\_ .

57. Any dispute between the undersigned parties, or any of them, about or relating to material facts affecting the use or  
58. enjoyment of the property, excluding disputes related to title issues of the property covered by the Purchase Agreement  
59. dated \_\_\_\_\_ , including claims of fraud, misrepresentation, warranty and negligence, shall  
60. be settled as specified in the Arbitration Disclosure above. National Center for Dispute Settlement shall be the arbitration  
61. service provider. The rules adopted by National Center for Dispute Settlement and the Minnesota Association of  
62. REALTORS® shall govern the proceeding(s). The rules that shall govern the proceeding(s) are those rules in effect  
63. at the time the Demand for Arbitration is filed and include the rules specified in the Arbitration Disclosure on page one  
64. (1). This Agreement shall survive the delivery of the deed or contract for deed in the Purchase Agreement. This Agreement  
65. is only enforceable if all buyers, sellers and licensees representing or assisting the buyers and sellers have agreed to  
66. arbitrate as acknowledged by signatures below. For purposes of this Agreement, the signature of one licensee of a  
67. broker shall bind the broker and all licensees of that broker.

68. \_\_\_\_\_  
(Seller's Signature) (Date) (Buyer's Signature) (Date)

69. \_\_\_\_\_  
(Seller's Printed Name) (Buyer's Printed Name)

70. \_\_\_\_\_  
(Seller's Signature) (Date) (Buyer's Signature) (Date)

71. \_\_\_\_\_  
(Seller's Printed Name) (Buyer's Printed Name)

72. \_\_\_\_\_  
(Licensee Representing or Assisting Seller) (Date) (Licensee Representing or Assisting Buyer) (Date)

73. \_\_\_\_\_  
(Company Name) (Company Name)

74. **THE RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT IS A LEGALLY BINDING CONTRACT**  
75. **BETWEEN BUYERS, SELLERS AND LICENSEES. IF YOU DESIRE LEGAL ADVICE, CONSULT A LAWYER.**

**DISCLOSURE STATEMENT:  
COMPENSATION DISCLOSURE  
TO BUYER/TENANT**

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1. Date \_\_\_\_\_

2. If Broker is receiving any compensation from a party other than Buyer/Tenant, relating to the property at  
3. \_\_\_\_\_,  
4. \_\_\_\_\_,  
5. the Broker hereby notifies Buyer/Tenant that the amount of compensation to be paid to Broker, excluding listing portion,  
6. is: (Check all that apply.)

7. From Listing Broker: ☐ \_\_\_\_\_ % of sale price.

8. ☐ \$ \_\_\_\_\_.

9. ☐ \_\_\_\_\_.

10. From Seller: ☐ \_\_\_\_\_ % of sale price.

11. ☐ \$ \_\_\_\_\_.

12. ☐ \_\_\_\_\_.

13. From Buyer/Tenant: ☐ \_\_\_\_\_ % of sale price.

14. ☐ \$ \_\_\_\_\_.

15. ☐ \_\_\_\_\_.

16. I/We hereby acknowledge that I/we have received a copy of this Compensation Disclosure prior to signing a lease  
17. or an offer to purchase the property.

18. \_\_\_\_\_ (Real Estate Company Name) \_\_\_\_\_ (Date) \_\_\_\_\_ (Buyer/Tenant) \_\_\_\_\_ (Date)

19. **BY:** \_\_\_\_\_ (Licensee Representing or Assisting Buyer/Tenant) \_\_\_\_\_ (Date) \_\_\_\_\_ (Address)

20. \_\_\_\_\_ (Address) \_\_\_\_\_ (City/State/Zip)

21. \_\_\_\_\_ (City/State/Zip) \_\_\_\_\_ (E-mail Address)

22. \_\_\_\_\_ (E-mail Address) \_\_\_\_\_ (Buyer/Tenant) \_\_\_\_\_ (Date)

23. \_\_\_\_\_ (Address)

24. \_\_\_\_\_ (City/State/Zip)

25. \_\_\_\_\_ (E-mail Address)

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

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

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

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

18. For purposes of the seller disclosure requirements of MN Statutes 513.52 through 513.60:

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

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

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

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

33. Property located at \_\_\_\_\_,

34. City of \_\_\_\_\_, County of \_\_\_\_\_,

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

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

37. (1) What date did you ☐ Acquire ☐ Build the home? \_\_\_\_\_  
------(Check one.)-----

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

39. Location of Abstract: \_\_\_\_\_

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

41. (3) Have you occupied this home continuously during your ownership? ☐ Yes ☐ No

42. If "No," explain: \_\_\_\_\_

43. (4) Is the home suitable for year-round use? ☐ Yes ☐ No

44. (5) Are you in possession of prior seller's disclosure statement(s)? (If "Yes," please attach.) ☐ Yes ☐ No

45. (6) Does the Property include a manufactured home? ☐ Yes ☐ No

46. If "Yes," HUD #(s) is/are \_\_\_\_\_

47. Has the title been surrendered to the Registrar of Motor Vehicles for cancellation? ☐ Yes ☐ No

**DISCLOSURE STATEMENT: SELLER'S  
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48. Page 2

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

50. Property located at \_\_\_\_\_.

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

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

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

55. If "Yes," which zone? \_\_\_\_\_

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

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

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

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

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

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

62. \_\_\_\_\_

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

68. Are there any

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

70. (10) encroachments? ☐ Yes ☐ No

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

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

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

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

77. \_\_\_\_\_

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

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

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

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

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

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

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

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

87. \_\_\_\_\_

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

89. Did you have the items repaired? ☐ Yes ☐ No

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

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

93. Property located at \_\_\_\_\_.

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

97. \_\_\_\_\_

98. \_\_\_\_\_

99. (b) Has any work been performed on the Property? (e.g., additions to the  
100. Property, wiring, plumbing, retaining wall, general finishing) ☐ Yes ☐ No

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

102. \_\_\_\_\_

103. (c) Are you aware of any work performed on the Property for which  
104. appropriate permits were not obtained? ☐ Yes ☐ No

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

106. \_\_\_\_\_

107. (4) Are you aware of any professional remediation efforts to eliminate odors? ☐ Yes ☐ No

108. If "Yes," give details as to what happened and when: \_\_\_\_\_

109. \_\_\_\_\_

110. (5) Has there been any damage to flooring or floor covering? ☐ Yes ☐ No

111. If "Yes," give details of what happened and when: \_\_\_\_\_

112. \_\_\_\_\_

113. (6) Do you have or have you previously had any pets? ☐ Yes ☐ No

114. If "Yes," indicate type \_\_\_\_\_ and number \_\_\_\_\_.

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

116. \_\_\_\_\_

117. (8) **THE BASEMENT, CRAWLSPACE, SLAB:**

118. (a) cracked floor/walls? ☐ Yes ☐ No (e) leakage/seepage? ☐ Yes ☐ No

119. (b) drain tile problem? ☐ Yes ☐ No (f) sewer backup? ☐ Yes ☐ No

120. (c) flooding? ☐ Yes ☐ No (g) wet floors/walls? ☐ Yes ☐ No

121. (d) foundation problem? ☐ Yes ☐ No (h) other? \_\_\_\_\_ ☐ Yes ☐ No

122. Give details to any questions answered "Yes": \_\_\_\_\_

123. \_\_\_\_\_

124. \_\_\_\_\_

125. (9) **THE ROOF:**

126. (a) What is the age of the roofing material?

127. Home: \_\_\_\_\_ years Garage(s)/Outbuilding(s): \_\_\_\_\_ years

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

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

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

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

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

134. Property located at \_\_\_\_\_.

135. Give details to any questions answered "Yes": \_\_\_\_\_

136. \_\_\_\_\_

137. (10) THE EXTERIOR AND INTERIOR WALLS/SIDING/WINDOWS:

138. (a) The type(s) of siding is (e.g., vinyl, stucco, brick, other): \_\_\_\_\_

139. (b) cracks/damage? ☐ Yes ☐ No

140. (c) leakage/seepage? ☐ Yes ☐ No

141. (d) other? ☐ Yes ☐ No

142. Give details to any questions answered "Yes": \_\_\_\_\_

143. \_\_\_\_\_

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

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

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

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

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

185. Property located at \_\_\_\_\_.

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

188. Comments regarding issues in Section C: \_\_\_\_\_

189. \_\_\_\_\_

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

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

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

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

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

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

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

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

201. ☐ This Property is in a Special Well Construction Area.

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

203. (1) How many properties or residences does the shared well serve? \_\_\_\_\_

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

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

**206. F. PROPERTY TAX TREATMENT:**

**207. Preferential Property Tax Treatment**

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

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

212. Explain: \_\_\_\_\_

213. \_\_\_\_\_

**214. G. NOTICES/SPECIAL ASSESSMENTS:**

215. The following questions are to be answered to the best of Seller's knowledge.

216. Seller ☐ **HAS** ☐ **HAS NOT** received a notice regarding any proposed, ongoing, or completed improvement  
-----*(Check one.)*-----

217. project from any assessing authorities, the cost of which may be assessed, or is currently assessed, against the

218. Property. If "HAS", please attach and/or explain:

219. \_\_\_\_\_

220. \_\_\_\_\_

221. \_\_\_\_\_

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

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

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

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

230. Property located at \_\_\_\_\_.

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

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

241. **I. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

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

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

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

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

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

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

254. **L. CEMETERY ACT:** The following questions are to be answered to the best of Seller's knowledge.

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

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

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

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

263. **M. ENVIRONMENTAL CONCERNS:** To your knowledge, have any of the following previously existed or do they  
264. currently exist on the Property?

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

266. (2) Asbestos? ☐ Yes ☐ No (7) Mold? ☐ Yes ☐ No

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

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

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

270. (11) Other? \_\_\_\_\_ ☐ Yes ☐ No

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

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

276. Property located at \_\_\_\_\_.

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

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

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

282. \_\_\_\_\_

283. \_\_\_\_\_

284. \_\_\_\_\_

285. \_\_\_\_\_

286. N. **RADON DISCLOSURE:** (The following Seller disclosure satisfies MN Statute 144.496.)

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

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

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

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

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

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

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

309. \_\_\_\_\_

310. \_\_\_\_\_

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

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

314. \_\_\_\_\_

315. \_\_\_\_\_

316. **EXCEPTIONS:** See Section S for exceptions to this disclosure requirement.

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

318. Has Chronic Wasting Disease been detected on the Property? ☐ YES ☐ NO

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

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

320. Page 8

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

322. Property located at \_\_\_\_\_.

323. **P. OTHER DEFECTS/MATERIAL FACTS/ADDITIONAL COMMENTS:** Are there any other material facts that could  
324. adversely and significantly affect an ordinary buyer's use or enjoyment of the Property or any intended use of the  
325. Property? ☐ Yes ☐ No. If "Yes," explain: \_\_\_\_\_

326. \_\_\_\_\_

327. \_\_\_\_\_

328. \_\_\_\_\_

329. \_\_\_\_\_

330. \_\_\_\_\_

331. \_\_\_\_\_

332. \_\_\_\_\_

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

336. Examples of exterior moisture sources may be:

- 337. • improper flashing around windows and doors,
- 338. • improper grading,
- 339. • flooding,
- 340. • roof leaks.

341. Examples of interior moisture sources may be:

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

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

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

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

363. **R. NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory  
364. offender registry and persons registered with the predatory offender registry under MN Statue 243.166  
365. may be obtained by contacting the local law enforcement offices in the community where the property  
366. is located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of  
367. Corrections web site at <https://coms.doc.state.mn.us/publicregistrantsearch>.

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

368. Page 9

369.	<b>THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.</b>
------	--

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

371. **S. MN STATUTES 513.52 THROUGH 513.60: SELLER'S MATERIAL FACT DISCLOSURE:**

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

389. **MN STATUTES 144.496: RADON AWARENESS ACT**

390. The seller disclosure requirements of MN Statute 144.496 DO NOT apply to (1)-(9) and (11)-(14) above. Sellers

391. of newly constructed residential property must comply with the disclosure requirements of MN Statute 144.496.

392. **Waiver:** The written disclosure required under sections 513.52 to 513.60 may be waived if Seller and the

393. prospective Buyer agree in writing. Waiver of the disclosure required under sections 513.52 to 513.60 does not

394. waive, limit, or abridge any obligation for seller disclosure created by any other law.

395. **No Duty to Disclose:**

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

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

418. Page 10

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

420. Property located at \_\_\_\_\_.

421. **T. ADDITIONAL COMMENTS:** \_\_\_\_\_

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

423. \_\_\_\_\_

424. \_\_\_\_\_

425. \_\_\_\_\_

426. \_\_\_\_\_

427. \_\_\_\_\_

428. \_\_\_\_\_

429. **U. SELLER'S STATEMENT:**

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

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

438. **Seller is obligated to continue to notify Buyer in writing of any facts that differ from the facts disclosed**  
439. **here (new or changed) of which Seller is aware that could adversely and significantly affect the Buyer's**  
440. **use or enjoyment of the Property or any intended use of the Property that occur up to the time of closing.**

441. To disclose new or changed facts, please use the *Amendment to Disclosure Statement* form.

442. \_\_\_\_\_  
(Seller) (Date) (Seller) (Date)

443. **V. BUYER'S ACKNOWLEDGEMENT:**

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

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

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

450. \_\_\_\_\_  
(Buyer) (Date) (Buyer) (Date)

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

## EARNEST MONEY RECEIPT

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1. Date \_\_\_\_\_
2. Time \_\_\_\_\_

3. Buyer's licensee representing or assisting Buyer represents that the licensee has possession of earnest money in
4. the amount of \$ \_\_\_\_\_ , check number \_\_\_\_\_ ,
5. related to the Purchase Agreement dated \_\_\_\_\_ , for the property located at
6. \_\_\_\_\_  
(Street)

7. \_\_\_\_\_  
(City/State/Zip)

8. Buyer's licensee representing or assisting Buyer will deliver the earnest money pursuant to the above-referenced
9. Purchase Agreement, but to be returned to Buyer if Purchase Agreement is not accepted by Seller.

10. Buyer and Licensee Representing or Assisting Buyer Information:

11. \_\_\_\_\_  
(Buyer's Name(s))

12. \_\_\_\_\_  
(Buyer's Licensee Representing or Assisting Buyer)

**FACILITATOR SERVICES AGREEMENT:  
BUYER**

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1. Date \_\_\_\_\_

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

3. **DEFINITIONS:** Buyer is \_\_\_\_\_ (“Buyer”).  
(e.g., individual(s), estate, trust, corporation, etc.)

4. Broker is \_\_\_\_\_ (“Broker”).  
(Real Estate Company Name)

5. Buyer gives Broker the ☐ **EXCLUSIVE** ☐ **NONEXCLUSIVE** right to provide the services specified below. This  
------(Check one.)-----

6. Agreement starts on \_\_\_\_\_, and ends at 11:59 P.M. on

7. \_\_\_\_\_. This Agreement terminates upon successful closing of a property located

8. in Minnesota or expiration or cancellation of this Agreement, whichever occurs first.

9. This Agreement may only be canceled by written mutual agreement of the parties.

10. **BROKER’S OBLIGATION:** Buyer understands that Broker is not representing Buyer as Buyer’s agent and owes Buyer  
11. no fiduciary duties other than as specified in this Agreement. Buyer understands that confidential information about  
12. price, terms, and motivation for pursuing the transaction given to Broker shall be kept confidential unless Buyer instructs  
13. Broker in writing to disclose specific information. Broker shall deal honestly with all parties. Broker shall use reasonable  
14. efforts and professional knowledge and skills to assist Buyer in locating or purchasing property located in Minnesota.  
15. Broker shall comply with Minnesota law regarding escrow of funds related to the sale or purchase of property. Broker  
16. must disclose to potential purchasers all material facts as defined in MN Statute 82.68, Subd. 3, pertaining to the property,  
17. of which Broker is aware, which could adversely and significantly affect an ordinary purchaser’s use or enjoyment of the  
18. property, or any intended use of the property. Broker may represent or work with other potential buyers for the same  
19. property before, during, and after the expiration of this Agreement. Other potential buyers may consider, make offers,  
20. or purchase through Broker the same or similar properties as Buyer is seeking to acquire.

21. Broker shall, unless prohibited by governing authority,: (Check all that apply.)

22. ☐ provide Buyer with information about available properties.

23. ☐ provide Buyer with information about comparable sales.

24. ☐ show Buyer available properties requested by Buyer.

25. ☐ assist Buyer with information on the types and availability of financing.

26. ☐ assist in the preparation of the *Purchase Agreement*.

27. ☐ provide Buyer with information about other service providers related to the real estate transaction (e.g., home  
28. inspectors, real estate closers).

29. ☐ assist the parties in completing the transaction.

30. ☐ provide the following additional services: \_\_\_\_\_

31. \_\_\_\_\_

32. \_\_\_\_\_

33. \_\_\_\_\_

34. \_\_\_\_\_

35. \_\_\_\_\_

36. **BUYER’S OBLIGATION:** Buyer shall provide Broker with necessary documents to facilitate this transaction. Buyer  
37. shall promptly furnish to Broker accurate and relevant personal financial information to ascertain Buyer’s ability to  
38. purchase property, if requested. Buyer shall cooperate with Broker in finding a property to purchase. After a purchase  
39. agreement has been accepted by seller, Buyer is legally obligated to purchase the property. If Buyer refuses to close  
40. the purchase for any reason other than the failure of seller to perform, subject to relevant contingencies, Buyer shall  
41. pay Broker all compensation due under this Agreement.

**FACILITATOR SERVICES AGREEMENT:  
BUYER**

42. Page 2

43. **NOTICE: THE COMPENSATION FOR THE PURCHASE, LEASE, RENTAL, OR MANAGEMENT OF REAL**  
44. **PROPERTY SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S**  
45. **CLIENT. BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.**

46. **BROKER'S COMPENSATION:**

47. If Buyer, or any other person acting on Buyer's behalf, agrees to purchase any property during the term of this Contract,  
48. the following compensation will apply.

49. Buyer agrees to pay Broker a retainer fee of \$ \_\_\_\_\_ at the commencement of this Agreement,  
50. which fee shall be kept by Broker whether or not Buyer purchases property. The retainer fee shall apply toward  
51. satisfaction of any obligation to compensate Broker.

52. Buyer shall pay Broker, as Broker's compensation, \_\_\_\_\_ percent (%) of the selling price or  
53. \$ \_\_\_\_\_, whichever is greater, if Buyer purchases or agrees to purchase a property during the  
54. term of this Agreement.

55. Broker is authorized to negotiate and receive compensation paid by seller, or broker representing or assisting seller.  
56. Any compensation accepted by Broker from seller, or broker representing or assisting seller, **SHALL** reduce any  
57. obligation of Buyer to pay the compensation by the amount received by seller or broker. Broker must inform Buyer  
58. in writing before Buyer signs an offer to Purchase the property (utilizing *Disclosure Statement: Compensation Disclosure*  
59. *to Buyer/Tenant* or other written disclosure) the amount of compensation or the basis for computing the  
60. compensation.

61. Other \_\_\_\_\_

62. \_\_\_\_\_

63. If, within \_\_\_\_\_ days (*not to exceed six (6) months*) after the expiration of this Agreement, Buyer purchases  
64. property which either Broker or licensee assisting Buyer has physically shown or exhibited to Buyer, or specifically  
65. brought to the attention of Buyer, before the expiration of this Agreement, as long as Broker has identified this property  
66. on a written list Broker gives to Buyer within 72 hours after the expiration of this Agreement, then Buyer shall still pay  
67. the compensation noted herein, even if Buyer purchases property without Broker's assistance.

68. Broker may not receive compensation for brokerage services provided to buyer from any source that exceeds the  
69. amount or rate agreed to in this Contract.

70. Buyer understands that Buyer does not have to pay Broker's compensation if Buyer signs another valid buyer  
71. representation contract or facilitator services agreement after the expiration or cancellation of this Agreement, under  
72. which Buyer is obligated to compensate another licensed real estate broker.

73. **ADDITIONAL COSTS:** Buyer acknowledges that Buyer may be required to pay certain closing costs, which may  
74. effectively increase the cash outlay at closing.

75. **CLOSING SERVICES:**

76. **NOTICE:** THE REAL ESTATE BROKER, LICENSEE ASSISTING BUYER OR REAL ESTATE CLOSING AGENT  
77. HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS OPINIONS  
78. REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING ITSELF.

79. After a purchase agreement for the property is signed, arrangements must be made to close the transaction. Buyer  
80. understands that no one can require Buyer to use a particular person in connection with a real estate closing and  
81. that Buyer may arrange for a qualified closing agent or Buyer's attorney to conduct the closing.

82. Buyer's choice for closing services: (*Check one.*)

83. ☐ Buyer directs Broker to arrange for a qualified closing agent to conduct the closing.

84. ☐ Buyer shall arrange for a qualified closing agent or Buyer's attorney to conduct the closing.

85. \_\_\_\_\_  
(Buyer's Initials) (Buyer's Initials)

**FACILITATOR SERVICES AGREEMENT:  
BUYER**

86. Page 3

87. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code  
88. provides that a transferee ("Buyer") of a United States real property interest must withhold tax from the transferor  
89. ("Seller") if the Seller is a foreign person and no exceptions from FIRPTA withholding apply. A Buyer is personally  
90. liable for the full amount of FIRPTA withholding tax required to be withheld unless the Seller furnishes Buyer with  
91. specific documentation ensuring Buyer is exempt from the withholding requirements as prescribed under  
92. 26 USC §1445. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's  
93. responsibility for withholding the applicable tax, Buyer should **seek appropriate legal and tax advice regarding**  
94. **FIRPTA compliance, as Broker will be unable to assure Buyer that the transaction is exempt from the withholding**  
95. **requirements.**

96. **PRIVATE INSPECTION/WARRANTY:** Broker recommends that Buyer obtain a private home inspection to satisfy  
97. **themselves** with the physical condition of the property. Furthermore, there are warranty programs available for  
98. some properties which warrant the performance of certain components of a property, which warranty programs Buyer  
99. may wish to investigate prior to the purchase of any specific property.

100. **NOTICE: IN THE EVENT A FACILITATOR BROKER OR LICENSEE, WORKING WITH A BUYER, SHOWS A**  
101. **PROPERTY LISTED BY THE SAME FACILITATOR BROKER OR ANY OF ITS LICENSEES, PURSUANT**  
102. **TO A WRITTEN EXCLUSIVE RIGHT TO SELL LISTING CONTRACT, THEN THE FACILITATOR BROKER**  
103. **OR LICENSEE MUST ACT AS A SELLER'S BROKER. A SELLER'S BROKER MUST ACT IN THE**  
104. **SELLER'S BEST INTEREST. IN THAT CASE, THE BUYER WILL NOT RECEIVE ADVICE AND COUNSEL**  
105. **FROM THE BROKER OR LICENSEE.**

106. **OTHER POTENTIAL BUYERS:** Buyer understands that other potential buyers may consider and/or make offers to  
107. purchase through Broker the same or similar properties as Buyer is seeking to purchase. Buyer consents to Broker  
108. representing such other potential buyers before, during, and after the expiration of this Agreement.

109. **PREVIOUS AGENCY RELATIONSHIPS:** Broker, or licensee assisting Buyer, may have had a previous agency  
110. relationship with a seller of a property Buyer is interested in Purchasing. Buyer acknowledges that Buyer's Broker,  
111. or licensee assisting Buyer, is legally required to keep information regarding the ultimate price and terms the seller  
112. would accept and the motivation for selling confidential, if known.

113. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender  
114. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be  
115. obtained by contacting the local law enforcement offices in the community where the property is located,  
116. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections website at  
117. <https://coms.doc.state.mn.us/publicregistrantsearch>.

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

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

125. **CONSENT FOR COMMUNICATION:** Buyer authorizes Broker and its representatives to contact Buyer by mail, phone,  
126. fax, e-mail, text message or other means of communication during the term of this Agreement and anytime thereafter.

**FACILITATOR SERVICES AGREEMENT:  
BUYER**

127. Page 4

128. **OTHER:** \_\_\_\_\_  
129. \_\_\_\_\_  
130. \_\_\_\_\_  
131. \_\_\_\_\_  
132. \_\_\_\_\_

**133. BROKER**

**BUYER**

134. **ACCEPTED BY:** \_\_\_\_\_  
(Real Estate Company Name)

**ACCEPTED BY:** \_\_\_\_\_  
(Buyer's Signature)

135. **By:** \_\_\_\_\_  
(Licensee's Signature)

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

136. \_\_\_\_\_  
(Licensee's Printed Name)

\_\_\_\_\_  
(Date)

137. \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address)

138. \_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip)

139. \_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Phone)

140. \_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(E-Mail Address)

141. \_\_\_\_\_  
(E-Mail Address)

**BUYER**

**ACCEPTED BY:** \_\_\_\_\_  
(Buyer's Signature)

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(E-Mail Address)

**THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER AND BROKER.  
IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

**FACILITATOR SERVICES AGREEMENT:  
OWNER LEASING**

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1. Date \_\_\_\_\_

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

3. **DEFINITIONS:** This Agreement involves the property located at \_\_\_\_\_,
4. City of \_\_\_\_\_,
5. County of \_\_\_\_\_, State of Minnesota, Zip Code \_\_\_\_\_,
6. legally described as \_\_\_\_\_ ("Property").
7. Owner of Property is \_\_\_\_\_ ("Owner").  
(e.g., individual(s), estate, trust, corporation, etc.)
8. Broker is \_\_\_\_\_ ("Broker").  
(Real Estate Company Name)
9. This Agreement starts on \_\_\_\_\_, and ends at 11:59 P.M. on \_\_\_\_\_.
10. \_\_\_\_\_ . This Agreement terminates upon successful lease of the
11. Property(ies) specified in this Agreement or expiration or cancellation of this Agreement, whichever occurs first.
12. This Agreement may only be canceled by written mutual agreement of the parties.
13. **PRICE:** Owner offers the Property for lease for a term of \_\_\_\_\_
14. at \$ \_\_\_\_\_ per \_\_\_\_\_. In addition, tenant shall pay the following utilities and/
15. or expenses: \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_
18. **OCCUPANCY:** The Property shall become available for occupancy on \_\_\_\_\_.
19. **LISTING:** Owner gives Broker the exclusive right to procure a prospective tenant to lease the Property.
20. **BROKER'S OBLIGATION:** Owner understands that Broker is not representing Owner as Owner's agent and owes
21. Owner no fiduciary duties other than as specified in this Agreement. Owner understands that confidential information
22. about price, terms, and motivation for pursuing the transaction given to Broker shall be kept confidential unless
23. Owner instructs Broker in writing to disclose specific information. Broker shall deal honestly with all parties. Broker shall
24. use reasonable efforts and professional knowledge and skills to assist Owner in leasing the Property. Broker shall
25. comply with Minnesota law regarding escrow of funds related to the leasing of Property. Broker must disclose to
26. potential tenants all material facts pertaining to the Property, of which Broker is aware, which could adversely and
27. significantly affect an ordinary tenant's use or enjoyment of the Property, or any intended use of the Property.
28. Broker shall, unless prohibited by governing authority, (Check all that apply.)
29. ☐ list the Property in the Multiple Listing Service ("MLS").
30. ☐ assist in showing the Property to prospective tenants.
31. ☐ place a lock box with keys on the Property.
32. ☐ display a "For Rent" sign on the Property.
33. ☐ assist in the preparation of the *Residential Lease Agreement*.
34. ☐ assist the parties in completing the transaction.
35. ☐ provide the following additional services and marketing: \_\_\_\_\_
36. \_\_\_\_\_

**FACILITATOR SERVICES AGREEMENT:  
OWNER LEASING**

37. Page 2

38. Property located at \_\_\_\_\_.

39. Owner understands this Agreement DOES NOT give Broker the authority to manage the Property. Broker shall not  
40. be responsible for performing tenant screening, credit/reference checks, managing the tenant application/lease process,  
41. or any other form of property management role, unless such services have been agreed to between Owner and Broker  
42. in writing separately as a supplement to this Agreement or separate agreement for such services. Owner understands  
43. Broker may be a member of an MLS, and if Broker is a member of the MLS, and where available, Broker may give information  
44. to the MLS concerning the Property. Broker may place information on the Internet concerning the Property including  
45. information regarding the lease of the Property (except as limited in the following MLS Data Feed Options section).  
46. Upon final acceptance of a lease agreement, Owner allows Broker to withdraw the Property from the market. If Broker  
47. procures a tenant for the Property, Broker may notify the MLS and member REALTORS® of the price and terms of the  
48. lease. Owner acknowledges that neither Broker, the MLS, the Minnesota Association of REALTORS®, nor any other  
49. broker is insuring Owner or occupant against theft, loss, or vandalism.

50. **MLS DATA FEED OPTIONS:**

51. **EXPLANATIONS AND DEFINITIONS:**

52. **“IDX site”** means a website operated by a broker participating in the MLS on which the broker can advertise the  
53. listings of other brokers in MLS, subject to certain MLS rules. The consumer visiting an IDX site is not required to  
54. register on the site or to have a brokerage relationship with the broker displaying listings on the site.

55. **“Virtual office website” (“VOW”)** means a website operated by a broker participating in the MLS that delivers  
56. brokerage services to consumers over the worldwide web. Visitors to a VOW are required to register on the site (with  
57. their name and a real e-mail address) and enter a brokerage relationship with the broker operating the VOW. The  
58. broker operating the VOW can then show the visiting customer/client nearly all of the information available to the  
59. broker in MLS. The owner(s) of a listing has the right to opt out of certain kinds of data display under the MLS’s VOW  
60. policy. The MLS imposes various other rules and restrictions on VOWs.

61. For each of the following options, the MLS system automatically defaults to “Yes.” Owner’s instructions pertaining  
62. to the Internet display of the MLS input data for the Property are as follows:

63. **Option 1. Listing display on the Internet.** If Owner selects “No,” this listing will not be included in MLS data feeds  
64. to Internet websites that display property listing data, whether intended for advertising the Property or  
65. providing online brokerage services (e.g., VOWs). Brokers participating in MLS can still disclose the listing  
66. to customers/clients via other means, including e-mail, fax, mail, hand delivery, and orally.

67. Shall the Property listing be displayed on the Internet, including sold information? ☐ Yes ☐ No

68. Owner understands and acknowledges that if Owner has selected “No” for Option 1, consumers who  
69. conduct searches for listings on the Internet will not see information about the Property in response to  
70. their searches.

71. **If “No” was selected at Option 1, skip Options 2-4. If “Yes” was selected for Option 1, continue to Option 2.**

72. **Option 2. Listing address (house and unit numbers and street name) display on the Internet.** If Owner selects  
73. “No,” the address of the Property will be hidden on websites receiving data feeds from MLS that result  
74. in Internet listing display, whether intended for advertising the Property or providing online brokerage  
75. services (e.g., VOWs). Brokers participating in MLS can still disclose the address to customers/clients  
76. via other means, including e-mail, fax, mail, hand delivery, and orally.

77. Shall the listing address (house and unit numbers and street name) be displayed

78. on the Internet?

☐ Yes ☐ No

79. **Option 3. An automated valuation of the Property listing or a link to an automated valuation of it may be**  
80. **displayed adjacent to the listing.** Some VOWs or IDX sites may provide an automated valuation model  
81. (“AVM”) function/service. An AVM uses statistical calculations to estimate the value of a property based  
82. upon data from public records, MLS, and other sources, and incorporating certain assumptions. The  
83. accuracy of AVMs has sometimes been criticized because they do not take into consideration all relevant  
84. factors in valuing a property. Owner, by selecting “No,” may prohibit display of an automated valuation  
85. of their listing adjacent to the listing.

86. Shall an automatic valuation of the Property listing or a link to an automated

87. valuation be displayed adjacent to the listing?

☐ Yes ☐ No

**FACILITATOR SERVICES AGREEMENT:  
OWNER LEASING**

88. Page 3

89. Property located at \_\_\_\_\_.
90. **Option 4. Comments or reviews of the Property by persons other than the displaying broker may be displayed**  
91. **with or attached as a link to the listing data of the Property.** Some VOWs or IDX sites may provide  
92. functionality that permits the customers/clients using the VOW or IDX site to enter comments or reviews  
93. with the listing or by hyperlink to such comments or reviews. Note that the broker displaying the listing  
94. on his or her VOW or IDX site may add commentary representing **their** professional judgment regarding  
95. the listing's value, etc.
96. Shall comments or reviews of the Property by persons other than the displaying  
97. broker be displayed with or attached as a link to the listing data of the Property? ☐ Yes ☐ No
98. **LISTED FOR SALE:** The Property ☐ **IS** ☐ **IS NOT** currently listed for sale. If **IS**, the listing broker is  
------(Check one.)-----
99. \_\_\_\_\_.
100. If **IS NOT**, Owner ☐ **MAY** ☐ **MAY NOT** list the Property for sale during the term of this Agreement with another  
------(Check one.)-----  
101. broker.
102. Nothing in this Agreement shall prohibit Broker and Owner from entering into a listing agreement for the sale of this  
103. Property upon terms acceptable to both parties.
104. **OWNER'S OBLIGATION:** Owner shall notify Broker of relevant information important to the lease of the Property.  
105. Owner shall cooperate with Broker in leasing the Property upon the terms set forth here. Owner shall promptly inform  
106. Broker about all inquiries Owner receives about the Property. Owner shall remain responsible for security, maintenance,  
107. utilities, and insurance during the term of this Agreement, and for safekeeping, securing, and/or concealing any valuable  
108. personal property. Owner has the full legal right to lease the Property. Owner shall be solely responsible for screening  
109. and approving all tenants. Owner shall sign all documents necessary to lease the Property to the tenant.
110. Access to the Property: To facilitate the showing and lease of the Property, Owner authorizes Broker to:  
111. 1. access the Property;  
112. 2. authorize other brokers and their salespersons, inspectors, appraisers, contractors, and other industry  
113. professionals to access the Property at reasonable times and upon reasonable notice; and  
114. 3. duplicate keys to facilitate convenient and efficient showings of the Property.
115. Authorizing access means giving Broker permission to allow the above-referenced persons to enter the Property, with  
116. or without a licensed salesperson present, disclosing to the other person any security codes necessary to enter the  
117. Property, and lending a key to the other person to enter the Property, directly or through a lockbox. Owner agrees to  
118. commit no act which might tend to obstruct Broker's performance here. If the Property is occupied by someone other  
119. than Owner, Owner shall comply with Minnesota law and any applicable lease provisions of an existing lease and  
120. provide tenant with proper notice in advance of any Property showing. Owner understands that prospective tenants  
121. and others authorized to access the Property may record the Property by photograph, video, or other medium while  
122. accessing the Property.
123. **RECORDING ON THE PROPERTY:** Owner understands that MN Statute 626A.02 specifically prohibits the interception  
124. of oral communications without the consent of at least one of the two parties to the communication. Owner should seek  
125. appropriate legal advice regarding compliance with this statute if Owner intends to utilize technology that may intercept  
126. oral communications between persons other than Owner.
127. **OWNER CONTENT LICENSE:** In the event Owner provides content, including, but not limited to, any photos or videos  
128. of the Property ("Owner Content") to Broker, Owner grants to Broker a nonexclusive, perpetual, worldwide, transferable,  
129. royalty free license to sub-license (including through multiple tiers), reproduce, distribute, display, perform, and create  
130. derivative works of the Owner Content. Owner represents and warrants that Owner has authority to provide Owner  
131. Content and Owner Content does not violate any restrictions regarding use including any third-party intellectual  
132. property rights or laws. Owner agrees to execute any further documents that are necessary to effect this license.

**FACILITATOR SERVICES AGREEMENT:  
OWNER LEASING**

133. Page 4

134. Property located at \_\_\_\_\_.

135. **NOTICE: THE COMPENSATION FOR THE SALE, LEASE, RENTAL, OR MANAGEMENT OF REAL PROPERTY**  
136. **SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.**  
137. **BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.**

138. **BROKER'S COMPENSATION:**

139. Owner shall pay Broker, as Broker's compensation, as follows: \_\_\_\_\_

140. \_\_\_\_\_

141. \_\_\_\_\_

142. if Owner leases or agrees to lease the Property before this Agreement expires, regardless of whether tenant fulfills all  
143. tenant's obligations under the lease. Owner agrees to pay Broker's compensation whether Broker, Owner, or anyone  
144. else leases this Property to a tenant. Owner hereby permits Broker to share part of Broker's compensation with other  
145. real estate brokers, including brokers only representing the tenant, as follows: \_\_\_\_\_

146. \_\_\_\_\_ as specified in the MLS unless Broker  
147. notifies Owner otherwise in writing. Owner agrees to pay Broker's compensation in full upon entering into a lease  
148. agreement with tenant, unless otherwise specified on lines 139-141.

149. If, within \_\_\_\_\_ days (*not to exceed six (6) months*), after the expiration of this Agreement, Owner leases or  
150. agrees to lease the Property to anyone who:

151. 1. during this Agreement made inquiry of Owner about the Property and Owner did not tell Broker about the  
152. inquiry; or  
153. 2. during this Agreement made an affirmative showing of interest in leasing the Property by responding to an  
154. advertisement, or by contacting Broker or the licensee involved, or was physically shown the Property by Broker  
155. and whose name and address is on a written list Broker gives to Owner within 72 hours after the expiration  
156. of this Agreement;

157. then Owner shall still pay Broker the compensation noted here, even if Owner leases the Property without Broker's  
158. assistance. Owner understands that Owner does not have to pay Broker's compensation if Owner signs another valid  
159. listing contract or facilitator services agreement for this Property after the expiration or cancellation of this Agreement,  
160. under which Owner is obligated to compensate another licensed real estate broker.

161. To secure the payment of Broker's compensation, Owner hereby assigns to Broker the gross proceeds from the lease  
162. of the Property in an amount equal to the compensation due to Broker under this Agreement.

163. **COMPENSATION DISCLOSURE:** Broker ☐ **SHALL** ☐ **SHALL NOT** offer compensation to cooperating brokers.  
------(Check one.)-----

164. If **SHALL**, the compensation to cooperating brokers shall be as follows:

165. ☐ \_\_\_\_\_ % of the gross proceeds from the lease or \$ \_\_\_\_\_, whichever is greater,  
166. to cooperating brokers representing tenant.

167. ☐ \_\_\_\_\_ % of the gross proceeds from the lease or \$ \_\_\_\_\_, whichever is greater,  
168. to cooperating brokers assisting tenant.

169. ☐ Other: \_\_\_\_\_

170. \_\_\_\_\_

171. **NOTICE: IN THE EVENT A FACILITATOR BROKER OR LICENSEE, WORKING WITH AN OWNER, ACCEPTS**  
172. **A SHOWING OF THE PROPERTY BY A TENANT BEING REPRESENTED BY THE SAME FACILITATOR**  
173. **BROKER OR ANY OF ITS LICENSEES, PURSUANT TO A WRITTEN TENANT REPRESENTATION**  
174. **CONTRACT, THEN THE FACILITATOR BROKER OR LICENSEE MUST ACT AS A TENANT'S BROKER.**  
175. **A TENANT'S BROKER MUST ACT IN THE TENANT'S BEST INTEREST. IN THAT CASE, THE OWNER**  
176. **WILL NOT RECEIVE ADVICE AND COUNSEL FROM THE BROKER OR LICENSEE.**

**FACILITATOR SERVICES AGREEMENT:  
OWNER LEASING**

177. Page 5

178. Property located at \_\_\_\_\_ .

179. **OTHER POTENTIAL OWNERS:** Owner understands that Broker may list other properties during the term of this  
180. Agreement. Owner consents to Broker representing such other potential owners before, during, and after the expiration  
181. of this Agreement.

182. **PREVIOUS AGENCY RELATIONSHIPS:** Broker, or licensee assisting Owner, may have had a previous agency  
183. relationship with a potential tenant of Owner's Property. Owner acknowledges that Owner's Broker, or licensee  
184. assisting Owner, is legally required to keep information regarding the ultimate price and terms the tenant would accept  
185. and the motivation for leasing confidential, if known.

186. **INDEMNIFICATION:** Broker will rely on the accuracy of the information Owner provides to Broker. Owner agrees  
187. to indemnify and hold harmless Broker from and against any and all claims, liability, damage, or loss arising from any  
188. misrepresentation, misstatement, omission of fact, or breach of a promise by Owner. Owner agrees to indemnify and  
189. hold harmless Broker from any and all claims or liability related to damage or loss to the Property or its contents, or  
190. any injury to persons in connection with the marketing or leasing of the Property. Indemnification by Owner shall not  
191. apply if the damage, loss, or injury is the result of the gross negligence or willful misconduct of the Broker.

192. **TAXES AND REGISTRATION:** Owner acknowledges that a rental property may be required to be registered with  
193. governing authorities and may be subject to a special rental classification for property taxes. Owner agrees to obtain  
194. and maintain appropriate licenses, registrations, or approvals and pay fees and taxes when due. Owner agrees to  
195. indemnify and hold Broker harmless for any such tax liability, including penalties and interest. Owner warrants that  
196. the rental of the Property violates no local, state, or federal laws, or association rules.

197. **LEAD-BASED PAINT:** If any structure on the Property was built before 1978, Owner shall provide to Broker and  
198. prospective tenants a Disclosure of Lead-Based Paint and Lead-Based Paint Hazards as required by the U.S.  
199. Department of Housing and Urban Development.

200. **FAIR HOUSING NOTICE:** Owner understands that Owner shall not refuse to sell/lease, or discriminate in the terms,  
201. conditions, or privileges of sale/lease, to any person due to race, color, creed, religion, national origin, sex,  
202. marital status, status with regard to public assistance, handicap (whether physical or mental), sexual orientation, or  
203. family status. Owner understands further that local ordinances may include other protected classes.

204. **ADDITIONAL NOTICES AND TERMS:** As of this date Owner has not received notices from any municipality,  
205. government agency, or unit owners' association about the Property, nor has Owner received any notice of a contract  
206. for deed cancellation or notice of mortgage foreclosure except as disclosed in writing to Broker at the time of execution  
207. of this Agreement. Owner agrees to promptly inform Broker, in writing, of any notices of such types that Owner receives  
208. during the term of this Agreement.

209. **ENTIRE AGREEMENT:** This Agreement and all addenda and amendments signed by the parties shall constitute the  
210. entire agreement between Owner and Broker. Any other written or oral communication between Owner and Broker,  
211. including, but not limited to, e-mails, text messages, or other electronic communications are not part of this Agreement.  
212. This Agreement can be modified or canceled only in writing signed by Owner and Broker or by operation of law. All  
213. monetary sums are deemed to be United States currency for purposes of this Agreement.

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

216. **CONSENT FOR COMMUNICATION:** Owner authorizes Broker and its representatives to contact Owner by mail,  
217. phone, fax, e-mail, text message or other means of communication during the term of this Agreement and anytime  
218. thereafter.

**FACILITATOR SERVICES AGREEMENT:  
OWNER LEASING**

219. Page 6

220. Property located at \_\_\_\_\_ .

221. **OTHER:** \_\_\_\_\_

222. \_\_\_\_\_

223. \_\_\_\_\_

**224. BROKER**

**OWNER**

225. **ACCEPTED BY:** \_\_\_\_\_  
(Real Estate Company Name)

**ACCEPTED BY:** \_\_\_\_\_  
(Owner's Signature)

226. By: \_\_\_\_\_  
(Licensee's Signature)

\_\_\_\_\_  
(Owner's Printed Name)

227. \_\_\_\_\_  
(Licensee's Printed Name)

\_\_\_\_\_  
(Date)

228. \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address)

229. \_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip)

230. \_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Phone)

231. \_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(E-Mail Address)

232. \_\_\_\_\_  
(E-Mail Address)

**OWNER**

**ACCEPTED BY:** \_\_\_\_\_  
(Owner's Signature)

\_\_\_\_\_  
(Owner's Printed Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(E-Mail Address)

**THIS IS A LEGALLY BINDING CONTRACT BETWEEN OWNER AND BROKER.  
IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

# FACILITATOR SERVICES AGREEMENT: SELLER

This form is 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

3. **DEFINITIONS:** This Agreement involves the property located at \_\_\_\_\_,
4. City of \_\_\_\_\_,
5. County of \_\_\_\_\_, State of Minnesota, Zip Code \_\_\_\_\_,
6. legally described as \_\_\_\_\_ (“Property”).
7. Seller is \_\_\_\_\_ (“Seller”).  
(e.g., individual(s), estate, trust, corporation, etc.)
8. Broker is \_\_\_\_\_ (“Broker”).  
(Real Estate Company Name)
9. This Agreement starts on \_\_\_\_\_, and ends at 11:59 P.M. on \_\_\_\_\_.
10. \_\_\_\_\_ . This Agreement terminates upon successful closing of the
11. Property(ies) specified in this Agreement or expiration or cancellation of this Agreement, whichever occurs first.
12. This Agreement may only be canceled by written mutual agreement of the parties.
13. **PRICE:** Seller offers the Property for sale for the price of \$ \_\_\_\_\_, upon the following
14. terms: \_\_\_\_\_.
15. **LISTING:** Seller gives Broker the ☐ **EXCLUSIVE** ☐ **NONEXCLUSIVE** right to provide the services specified below.  
----- (Check one.) -----
16. **BROKER’S OBLIGATION:** Seller understands that Broker is not representing Seller as Seller’s agent and owes Seller
17. no fiduciary duties other than as specified in this Agreement. Seller understands that confidential information about
18. price, terms, and motivation for pursuing the transaction given to Broker shall be kept confidential unless Seller instructs
19. Broker in writing to disclose specific information. Broker shall deal honestly with all parties. Broker shall use reasonable
20. efforts and professional knowledge and skills to assist Seller in selling the Property. Broker shall comply with Minnesota law
21. regarding escrow of funds related to the sale or purchase of property. Broker must disclose to potential purchasers all material
22. facts as defined in MN Statute 82.68, Subd. 3, pertaining to the property, of which Broker is aware, which could
23. adversely and significantly affect an ordinary purchaser’s use or enjoyment of the Property, or any intended use of
24. the Property.
25. Broker shall, unless prohibited by governing authority,: (Check all that apply.)
26. ☐ list the Property in the Multiple Listing Service (“MLS”).
27. ☐ assist in showing the Property to prospective buyers.
28. ☐ place a lock box with keys on the Property.
29. ☐ display a “For Sale” sign on the Property.
30. ☐ assist in the preparation of the *Purchase Agreement*.
31. ☐ provide Seller with information about other service providers related to the real estate transaction (e.g., real
32. estate closers).
33. ☐ assist the parties in completing the transaction.
34. ☐ provide the following additional services: \_\_\_\_\_
35. \_\_\_\_\_
36. Seller shall grant Broker access to the Property and Seller authorizes Broker to market the Property, including submission
37. of data to an MLS. Seller understands this Agreement DOES NOT give Broker the authority to rent or manage the Property.
38. Broker may place information on the Internet concerning the Property, including sold information (except as limited to in
39. the following MLS Data Feed Options section). Upon final acceptance of a purchase agreement, Seller allows Broker to
40. withdraw the Property from the market. If Broker sells the Property, Broker may notify the MLS and member REALTORS®
41. of the price and terms of the sale. Seller acknowledges that neither Broker, the MLS, the Minnesota Association of
42. REALTORS®, nor any other broker is insuring Seller or occupant against theft, loss, or vandalism.

**FACILITATOR SERVICES AGREEMENT:  
SELLER**

43. Page 2

44. Property located at \_\_\_\_\_.

45. **MLS DATA FEED OPTIONS:**

46. **EXPLANATIONS AND DEFINITIONS:**

47. **"IDX site"** means a website operated by a broker participating in the MLS on which the broker can advertise the  
48. listings of other brokers in MLS, subject to certain MLS rules. The consumer visiting an IDX site is not required to  
49. register on the site or to have a brokerage relationship with the broker displaying listings on the site.

50. **"Virtual office website" ("VOW")** means a website operated by a broker participating in the MLS that delivers  
51. brokerage services to consumers over the worldwide web. Visitors to a VOW are required to register on the site (with  
52. their name and a real e-mail address) and enter a brokerage relationship with the broker operating the VOW. The  
53. broker operating the VOW can then show the visiting customer/client nearly all of the information available to the  
54. broker in MLS. The seller(s) of a listing has the right to opt out of certain kinds of data display under the MLS's VOW  
55. policy. The MLS imposes various other rules and restrictions on VOWs.

56. For each of the following options, the MLS system automatically defaults to "Yes." Seller's instructions pertaining to  
57. the Internet display of the MLS input data for the Property are as follows:

58. **Option 1. Listing display on the Internet.** If Seller selects "No," this listing will not be included in MLS data feeds  
59. to Internet websites that display property listing data, whether intended for advertising the Property or  
60. providing online brokerage services (e.g., VOWs). Brokers participating in MLS can still disclose the listing  
61. to customers/clients via other means, including e-mail, fax, mail, hand delivery, and orally.

62. Shall the Property listing be displayed on the Internet, including sold information? ☐ Yes ☐ No

63. Seller understands and acknowledges that if Seller has selected "No" for Option 1, consumers who  
64. conduct searches for listings on the Internet will not see information about the Property in response to  
65. their searches.

66. **If "No" was selected at Option 1, skip Options 2-4. If "Yes" was selected for Option 1, continue to Option 2.**

67. **Option 2. Listing address (house and unit numbers and street name) display on the Internet.** If Seller selects  
68. "No," the address of the Property will be hidden on web sites receiving data feeds from MLS that result  
69. in Internet listing display, whether intended for advertising the Property or providing online brokerage  
70. services (e.g., VOWs). Brokers participating in MLS can still disclose the address to customers/clients  
71. via other means, including e-mail, fax, mail, hand delivery, and orally.

72. Shall the listing address (house and unit numbers and street name) be displayed  
73. on the Internet? ☐ Yes ☐ No

74. **Option 3. An automated valuation of the Property listing or a link to an automated valuation of it may be  
75. displayed adjacent to the listing.** Some VOWs or IDX sites may provide an automated valuation model  
76. ("AVM") function/service. An AVM uses statistical calculations to estimate the value of a property based  
77. upon data from public records, MLS, and other sources, and incorporating certain assumptions. The  
78. accuracy of AVMs has sometimes been criticized because they do not take into consideration all relevant  
79. factors in valuing a property. Seller, by selecting "No," may prohibit display of an automated valuation of  
80. their listing adjacent to the listing.

81. Shall an automatic valuation of the Property listing or a link to an automated  
82. valuation be displayed adjacent to the listing? ☐ Yes ☐ No

83. **Option 4. Comments or reviews of the Property by persons other than the displaying broker may be displayed  
84. with or attached as a link to the listing data of the Property.** Some VOWs or IDX sites may provide  
85. functionality that permits the customers/clients using the VOW or IDX site to enter comments or reviews  
86. with the listing or by hyperlink to such comments or reviews. Note that the broker displaying the listing  
87. on their VOW or IDX site may add commentary representing their professional judgment regarding the  
88. listing's value, etc.

89. Shall comments or reviews of the Property by persons other than the displaying  
90. broker be displayed with or attached as a link to the listing data of the Property? ☐ Yes ☐ No

**FACILITATOR SERVICES AGREEMENT:  
SELLER**

91. Page 3

92. Property located at \_\_\_\_\_.
93. **LISTED FOR LEASE:** The Property ☐ **IS** ☐ **IS NOT** currently listed for lease. If **IS**, the listing broker is  
------(Check one.)-----
94. \_\_\_\_\_. If **IS NOT**, Seller ☐ **MAY** ☐ **MAY NOT** list the Property for lease during  
------(Check one.)-----
95. the term of this Agreement with another broker.
96. Nothing in this Agreement shall prohibit Broker and Seller from entering into a listing agreement for the lease of this  
97. Property upon terms acceptable to both parties.
98. **SELLER'S OBLIGATION:** Seller shall notify Broker of relevant information important to the sale of the Property. Seller  
99. agrees to provide Broker with necessary disclosures and documents to facilitate this transaction. Seller shall surrender  
100. any abstract of title and a copy of any owner's title insurance policy for this Property, if in Seller's possession or control,  
101. to buyer or buyer's designated title service provider. Seller shall take all actions necessary to convey marketable title  
102. by the date of closing as agreed to in a purchase agreement. Seller shall sign all documents necessary to transfer to  
103. buyer marketable title to the Property. Seller has the full legal right to sell the Property.
104. Access to the Property: To facilitate the showing and sale of the Property, Seller authorizes Broker to:
105. 1. access the Property;
106. 2. authorize other brokers and their salespersons, inspectors, appraisers, contractors, and other industry  
107. professionals to access the Property at reasonable times and upon reasonable notice; and  
108. 3. duplicate keys to facilitate convenient and efficient showings of the Property.
109. Authorizing access means giving Broker permission to allow the above-referenced persons to enter the Property, with or  
110. without a licensed salesperson present, disclosing to the other person any security codes necessary to enter the Property,  
111. and lending a key to the other person to enter the Property, directly or through a lockbox. Seller agrees to commit no  
112. act which might tend to obstruct Broker's performance here. If the Property is occupied by someone other than Seller,  
113. Seller shall comply with Minnesota law and any applicable lease provisions of an existing lease and provide tenant with  
114. proper notice in advance of any Property showing. Seller understands that prospective buyers and others authorized to  
115. access the Property may record the Property by photograph, video, or other medium while accessing the Property.
116. **RECORDING ON THE PROPERTY:** Seller understands that MN Statute 626A.02 specifically prohibits the interception  
117. of oral communications without the consent of at least one of the two parties to the communication. Seller should seek  
118. appropriate legal advice regarding compliance with this statute if Seller intends to utilize technology that may intercept  
119. oral communications between persons other than Seller.
120. **SELLER CONTENT LICENSE:** In the event Seller provides content, including, but not limited to, any photos or videos  
121. of the Property ("Seller Content") to Broker, Seller grants to Broker a nonexclusive, perpetual, worldwide, transferable,  
122. royalty free license to sub-license (including through multiple tiers), reproduce, distribute, display, perform, and create  
123. derivative works of the Seller Content. Seller represents and warrants that Seller has authority to provide Seller Content  
124. and Seller Content does not violate any restrictions regarding use including any third-party intellectual property rights  
125. or laws. Seller agrees to execute any further documents that are necessary to effect this license.
126. **NOTICE: THE COMPENSATION FOR THE SALE, LEASE, RENTAL, OR MANAGEMENT OF REAL PROPERTY**  
127. **SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.**  
128. **BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.**
129. **TOTAL BROKER'S COMPENSATION:**
130. Seller agrees to pay Broker a retainer fee of \$ \_\_\_\_\_ at the commencement of this Agreement,  
131. which fee shall be kept by Broker whether or not Seller sells the Property. The retainer fee will apply toward satisfaction  
132. of any obligation to compensate Broker.
133. Seller shall pay Broker, as Broker's **total** compensation, \_\_\_\_\_ percent (%) of the selling price or  
134. \$ \_\_\_\_\_, whichever is greater, if Seller sells or agrees to sell the Property during the term of this  
135. Agreement.
136. If Seller agrees to pay buyer broker's compensation directly to buyer broker, then Seller's obligation to pay Broker's  
137. compensation as specified on lines 133–135 shall be reduced by the amount paid up to \_\_\_\_\_ % or  
138. \$ \_\_\_\_\_ of the selling price.
139. Other \_\_\_\_\_

**FACILITATOR SERVICES AGREEMENT:  
SELLER**

140. Page 4

141. Property located at \_\_\_\_\_.
142. **COOPERATING BROKER COMPENSATION:** Of the total Broker's compensation, Broker ☐ **SHALL** ☐ **SHALL NOT** offer  
------(Check one.)-----
143. compensation to cooperating brokers. If **SHALL**, the compensation to cooperating brokers shall be as follows:
144. ☐ \_\_\_\_\_ % of the selling price or \$ \_\_\_\_\_, whichever is greater, to cooperating brokers  
145. representing buyer.
146. ☐ \_\_\_\_\_ % of the selling price or \$ \_\_\_\_\_, whichever is greater, to cooperating brokers  
147. assisting buyer.
148. ☐ Other: \_\_\_\_\_
149. \_\_\_\_\_
150. If, within \_\_\_\_\_ days (*not to exceed six (6) months*) after the expiration of this Agreement, Seller sells or agrees to  
151. sell the Property to anyone who:
152. 1. during the term of this Agreement made inquiry of Seller about the Property and Seller did not tell Broker  
153. about the inquiry; or
154. 2. during this Agreement made an affirmative showing of interest in the Property by responding to an advertisement, or  
155. by contacting Broker or the licensee involved, or was physically shown the Property by Broker and whose name  
156. and address is on a written list Broker gives to Seller within 72 hours after the expiration of this Agreement;
157. then Seller shall still pay Broker the compensation noted here, even if Seller sells the Property without Broker's  
158. assistance. Seller understands that Seller does not have to pay Broker's compensation if Seller signs a valid listing  
159. contract or facilitator services agreement for this Property after the expiration or cancellation of this Agreement, under  
160. which Seller is obligated to compensate another licensed real estate broker.
161. To secure the payment of Broker's compensation, Seller hereby assigns to Broker the gross proceeds of the sale of  
162. the Property in an amount equal to the compensation due to Broker under this Agreement.
163. **ADDITIONAL COSTS:** Seller acknowledges that Seller may be required to pay certain closing costs, which may  
164. effectively reduce the proceeds from the sale.
165. **CLOSING SERVICES:**
166. **NOTICE:** THE REAL ESTATE BROKER, LICENSEE ASSISTING SELLER, OR REAL ESTATE CLOSING AGENT  
167. HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS OPINIONS  
168. REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING ITSELF.
169. After a purchase agreement for the Property is signed, arrangements must be made to close the transaction. Seller  
170. understands that no one can require Seller to use a particular person in connection with a real estate closing and  
171. that Seller may arrange for a qualified closing agent or Seller's attorney to conduct the closing.
172. Seller's choice for closing services: (*Check one.*)
173. ☐ Seller directs Broker to arrange for a qualified closing agent to conduct the closing.
174. ☐ Seller shall arrange for a qualified closing agent or Seller's attorney to conduct the closing.
175. \_\_\_\_\_  
(Seller's Initials) (Seller's Initials)
176. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code  
177. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must  
178. withhold tax from the transferor ("Seller") if the transferor ("Seller") is a foreign person, provided there are no applicable  
179. exceptions from FIRPTA withholding.
180. Seller represents and warrants that Seller ☐ **IS** ☐ **IS NOT** a foreign person (i.e., a non-resident alien individual,  
------(Check one.)-----
181. foreign corporation, foreign partnership, foreign trust, or foreign estate) for purposes of income taxation.
182. Due to the complexity and potential risks of failing to comply with FIRPTA, Seller should **seek appropriate legal and**  
183. **tax advice regarding FIRPTA compliance, as Broker will be unable to confirm whether Seller is a foreign person**  
184. **or whether the withholding requirements of FIRPTA apply.**

**FACILITATOR SERVICES AGREEMENT:  
SELLER**

185. Page 5

186. Property located at \_\_\_\_\_.

187. **WARRANTY:** There are warranty programs available for some properties which warrant the performance of certain  
188. components of a property, which warranty programs Seller may wish to investigate prior to the sale of the Property.

189. **NOTICE:** IN THE EVENT A FACILITATOR BROKER OR LICENSEE, WORKING WITH A SELLER, ACCEPTS A  
190. SHOWING OF THE PROPERTY BY A BUYER BEING REPRESENTED BY THE SAME FACILITATOR  
191. BROKER OR ANY OF ITS LICENSEES, PURSUANT TO A WRITTEN BUYER REPRESENTATION  
192. CONTRACT, THEN THE FACILITATOR BROKER OR LICENSEE MUST ACT AS A BUYER'S BROKER.  
193. A BUYER'S BROKER MUST ACT IN THE BUYER'S BEST INTEREST. IN THAT CASE, THE SELLER  
194. WILL NOT RECEIVE ADVICE AND COUNSEL FROM THE BROKER OR LICENSEE.

195. **OTHER POTENTIAL SELLERS:** Seller understands that Broker may list other properties during the term of this  
196. Agreement. Seller consents to Broker representing such other potential sellers before, during, and after the expiration  
197. of this Agreement.

198. **PREVIOUS AGENCY RELATIONSHIPS:** Broker, or licensee assisting Seller, may have had a previous agency  
199. relationship with a potential buyer of Seller's Property. Seller acknowledges that Seller's Broker, or licensee assisting  
200. Seller, is legally required to keep information regarding the ultimate price and terms the buyer would accept and the  
201. motivation for buying confidential, if known.

202. **INDEMNIFICATION:** Broker will rely on the accuracy of the information Seller provides to Broker. Seller agrees  
203. to indemnify and hold harmless Broker from and against any and all claims, liability, damage, or loss arising from any  
204. misrepresentation, misstatement, omission of fact, or breach of a promise by Seller. Seller agrees to indemnify and hold  
205. harmless Broker from any and all claims or liability related to damage or loss to the Property or its contents, or any  
206. injury to persons in connection with the marketing of the Property. Indemnification by Seller shall not apply if the  
207. damage, loss, or injury is the result of the gross negligence or willful misconduct of the Broker.

208. **FAIR HOUSING NOTICE:** Seller understands that Seller may not refuse to sell, or discriminate in the terms, conditions,  
209. or privileges of sale, to any person due to race, color, creed, religion, national origin, sex, marital status, status  
210. with regard to public assistance, handicap (whether physical or mental), sexual orientation, or family status. Seller  
211. understands further that local ordinances may include other protected classes.

212. **ADDITIONAL NOTICES AND TERMS:** As of this date Seller has not received notices from any municipality, government  
213. agency, or unit owners' association about the Property that Seller has not informed Broker about in writing. Seller  
214. agrees to promptly inform Broker, in writing, of any notices of that type that Seller receives during the term of this  
215. Agreement.

216. This shall serve as Seller's written notice granting Broker permission to obtain mortgage information (e.g., mortgage  
217. balance, interest rate, payoff, and/or assumption figures, etc.) regarding any existing financing on this Property. A  
218. copy of this document shall be as valid as the original.

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

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

226. **CONSENT FOR COMMUNICATION:** Seller authorizes Broker and its representatives to contact Seller by mail, phone,  
227. fax, e-mail, text message or other means of communication during the term of this Agreement and anytime thereafter.

**FACILITATOR SERVICES AGREEMENT:  
SELLER**

228. Page 6

229. Property located at \_\_\_\_\_.

230. **OTHER:** \_\_\_\_\_

231. \_\_\_\_\_

232. \_\_\_\_\_

233. **BROKER**

**SELLER**

234. **ACCEPTED BY:** \_\_\_\_\_  
(Real Estate Company Name)

**ACCEPTED BY:** \_\_\_\_\_  
(Seller's Signature)

235. **By:** \_\_\_\_\_  
(Licensee's Signature)

\_\_\_\_\_  
(Seller's Printed Name)

236. \_\_\_\_\_  
(Licensee's Printed Name)

\_\_\_\_\_  
(Date)

237. \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Marital Status)

238. \_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

239. \_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(City/State/Zip)

240. \_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Phone)

241. \_\_\_\_\_  
(E-Mail Address)

\_\_\_\_\_  
(E-Mail Address)

242.

**SELLER**

243.

**ACCEPTED BY:** \_\_\_\_\_  
(Seller's Signature)

244.

\_\_\_\_\_  
(Seller's Printed Name)

245.

\_\_\_\_\_  
(Date)

246.

\_\_\_\_\_  
(Marital Status)

247.

\_\_\_\_\_  
(Address)

248.

\_\_\_\_\_  
(City/State/Zip)

249.

\_\_\_\_\_  
(Phone)

250.

\_\_\_\_\_  
(E-Mail Address)

251.

252.

**THIS IS A LEGALLY BINDING CONTRACT BETWEEN SELLER AND BROKER.  
IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

**FACILITATOR SERVICES AGREEMENT:  
TENANT**

This form is approved by the Minnesota Association of REALTORS®,  
which disclaims any liability arising out of use or misuse of this form.  
©2025 Minnesota Association of REALTORS®

1. Date \_\_\_\_\_

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

3. **DEFINITIONS:** Tenant is \_\_\_\_\_ (“Tenant”).  
(e.g., individual(s), estate, trust, corporation, etc.)

4. Broker is \_\_\_\_\_ (“Broker”).  
(Real Estate Company Name)

5. Tenant gives Broker the exclusive right to locate and/or negotiate for the lease or option to lease (“Lease”) property  
6. at a price and with terms acceptable to Tenant. This Agreement starts on \_\_\_\_\_,  
7. and ends at 11:59 P.M. on \_\_\_\_\_. This Agreement terminates upon successful  
8. Lease of property located in Minnesota or expiration or cancellation of this Agreement, whichever occurs first.  
9. This Agreement may only be canceled by written mutual agreement of the parties.

10. **BROKER’S OBLIGATION:** Tenant understands that Broker is not representing Tenant as Tenant’s agent and owes  
11. Tenant no fiduciary duties other than as specified in this Agreement. Tenant understands that confidential information  
12. about price, terms, and motivation for pursuing the transaction given to Broker shall be kept confidential unless Tenant  
13. instructs Broker in writing to disclose specific information. Broker shall deal honestly with all parties. Broker shall use  
14. reasonable efforts and professional knowledge and skills to assist Tenant in locating or leasing property located in  
15. Minnesota. Broker shall comply with Minnesota law regarding escrow of funds related to the leasing of property. Broker  
16. must disclose to potential tenants all material facts pertaining to the property, of which Broker is aware, which could  
17. adversely and significantly affect an ordinary tenant’s use or enjoyment of the property, or any intended use of the  
18. property. Broker may represent or work with other potential tenants for the same property before, during, and after  
19. the expiration of this Agreement. Other potential tenants may consider, make offers, or lease through Broker the same or  
20. similar properties as Tenant is seeking to acquire.

21. Broker shall, unless prohibited by governing authority, (Check all that apply.)

22. ☐ provide Tenant with information about available properties.

23. ☐ show Tenant available properties requested by Tenant.

24. ☐ assist in the preparation of the *Residential Lease Agreement*.

25. ☐ assist the parties in completing the transaction.

26. ☐ provide the following additional services: \_\_\_\_\_

27. \_\_\_\_\_

28. \_\_\_\_\_

29. \_\_\_\_\_

30. **TENANT’S OBLIGATION:** Tenant shall work exclusively with Broker for the Lease of property. Tenant shall provide  
31. Broker with necessary documents to facilitate this transaction. Tenant shall promptly furnish to Broker or owner accurate  
32. and relevant personal financial information to ascertain Tenant’s ability to Lease property, if requested. Tenant shall  
33. cooperate with Broker in finding a property to Lease. After a lease agreement has been accepted by owner, Tenant  
34. is legally obligated to perform under the terms of that lease agreement. If Tenant refuses to commence the tenancy  
35. for any reason other than the failure of owner to perform, subject to relevant contingencies, Tenant shall pay Broker  
36. all compensation due under this Agreement.

37. **NOTICE: THE COMPENSATION FOR THE PURCHASE, LEASE, RENTAL OR MANAGEMENT OF REAL PROPERTY**  
38. **SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL REAL ESTATE BROKER AND THE BROKER’S**  
39. **CLIENT. BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.**

**FACILITATOR SERVICES AGREEMENT:  
TENANT**

40. Page 2

41. **BROKER'S COMPENSATION:** *(Fill in all blanks.)*

42. If Tenant, or any other person acting on Tenant's behalf, agrees to lease any property during the term of this  
43. Agreement, the following compensation will apply.

44. 1. Tenant agrees to pay Broker a retainer fee of \$ \_\_\_\_\_ at the commencement of this  
45. Agreement, which fee shall be kept by Broker whether or not Tenant Leases property. The retainer fee shall  
46. apply toward satisfaction of any obligation to pay compensation to Broker.

47. 2. Tenant shall pay Broker a compensation of \_\_\_\_\_

48. \_\_\_\_\_ . Tenant shall pay this compensation if:

49. A. Tenant Leases or agrees to Lease a property before the expiration of this Agreement, even if Tenant does  
50. not use Broker's services; or

51. B. within \_\_\_\_\_ day(s) *(not to exceed six (6) months)* after the expiration of this Agreement, Tenant  
52. Leases property which either Broker or licensee representing Tenant has physically shown or exhibited  
53. to Tenant, or specifically brought to the attention of Tenant, before the expiration of this Agreement, as  
54. long as Broker has identified this property on a written list Broker gives to Tenant within 72 hours after  
55. the expiration of this Agreement.

56. Broker is authorized to negotiate and receive compensation paid by owner, or broker representing or assisting owner.  
57. Any compensation accepted by Broker from owner, or broker representing or assisting owner, **SHALL** reduce any  
58. obligation of Tenant to pay the compensation by the amount received by owner or broker. Broker must inform  
59. Tenant in writing before Tenant signs an offer to Lease the property (utilizing *Disclosure Statement: Compensation Disclosure*  
60. *to Buyer/Tenant* or other written disclosure) the amount of compensation or the basis for computing the compensation.

61. Broker may not receive compensation for brokerage services provided to Tenant from any source that exceeds the  
62. amount or rate agreed to in this Contract.

63. Tenant understands that Tenant does not have to pay Broker's compensation if Tenant signs another valid tenant  
64. representation contract or facilitator services agreement after expiration or cancellation of this Agreement, under  
65. which Tenant is obligated to compensate another licensed real estate broker.

66. **ADDITIONAL COSTS:** Tenant acknowledges that Tenant may be required to pay certain costs in Leasing or attempting  
67. to Lease a property including but not limited to application fees, credit checks and background checks.

68. **NOTICE: IN THE EVENT A FACILITATOR BROKER OR LICENSEE, WORKING WITH A TENANT,**  
69. **SHOWS A PROPERTY LISTED BY THE SAME FACILITATOR BROKER OR ANY OF ITS LICENSEES,**  
70. **PURSUANT TO A WRITTEN EXCLUSIVE RIGHT TO LEASE LISTING CONTRACT, THEN THE**  
71. **FACILITATOR BROKER OR LICENSEE MUST ACT AS AN OWNER'S BROKER. AN OWNER'S BROKER**  
72. **MUST ACT IN THE OWNER'S BEST INTEREST. IN THAT CASE, THE TENANT WILL NOT RECEIVE**  
73. **ADVICE AND COUNSEL FROM THE BROKER OR LICENSEE.**

74. **OTHER POTENTIAL TENANTS:** Tenant understands that other potential tenants may consider and/or make offers to  
75. lease through Broker, the same or similar properties as Tenant is seeking to Lease. Tenant consents to Broker  
76. representing such other potential tenants before, during and after the expiration of this Agreement.

77. **PREVIOUS AGENCY RELATIONSHIPS:** Broker, or licensee assisting Tenant, may have had a previous agency  
78. relationship with an owner of a property Tenant is interested in Leasing. Tenant acknowledges that Tenant's Broker,  
79. or licensee assisting Tenant, is legally required to keep information regarding the ultimate price and terms the owner  
80. would accept and the motivation for leasing confidential, if known.

81. **LEAD-BASED PAINT:** If any structure on the property was built before 1978, owner shall provide to Broker and  
82. prospective tenants a Disclosure of Lead-Based Paint and Lead-Based Paint Hazards as required by the U.S.  
83. Department of Housing and Urban Development.

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. <https://coms.doc.state.mn.us/publicregistrantsearch>.

89. **ENTIRE AGREEMENT:** This Agreement and all addenda and amendments signed by the parties shall constitute the  
90. entire agreement between Tenant and Broker. Any other written or oral communication between Tenant and Broker,  
91. including, but not limited to, e-mails, text messages, or other electronic communications are not part of this Agreement.  
92. This Agreement can be modified or canceled only in writing signed by Tenant and Broker or by operation of law. All  
93. monetary sums are deemed to be United States currency for purposes of this Agreement.

**FACILITATOR SERVICES AGREEMENT:  
TENANT**

94. Page 3

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

97. **CONSENT FOR COMMUNICATION:** Tenant authorizes Broker and its representatives to contact Tenant by mail,  
98. phone, fax, e-mail, text message or other means of communication during the term of this Agreement and anytime  
99. thereafter.

100. **OTHER:** \_\_\_\_\_  
101. \_\_\_\_\_  
102. \_\_\_\_\_

**103. BROKER**

**TENANT**

104. **ACCEPTED BY:** \_\_\_\_\_  
(Real Estate Company Name)

**ACCEPTED BY:** \_\_\_\_\_  
(Tenant's Signature)

105. By: \_\_\_\_\_  
(Licensee's Signature)

\_\_\_\_\_  
(Tenant's Printed Name)

106. \_\_\_\_\_  
(Licensee's Printed Name)

\_\_\_\_\_  
(Date)

107. \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address)

108. \_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip)

109. \_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Phone)

110. \_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(E-Mail Address)

111. \_\_\_\_\_  
(E-Mail Address)

**TENANT**

**ACCEPTED BY:** \_\_\_\_\_  
(Tenant's Signature)

\_\_\_\_\_  
(Tenant's Printed Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(E-Mail Address)

120. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN TENANT AND BROKER.**  
121. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

# IMPORTANT INFORMATION YOU NEED TO KNOW

1. **APPLICABILITY:** Pursuant to MN Statute 559A.02, the following disclosures apply only to  
2. transactions involving residential real property where a purchaser is entering into a contract for  
3. deed with an Investor Seller. MN Statute 559A.01, Subd. 5(a) defines an Investor Seller as “a  
4. person entering into a contract for deed to sell residential real property, or, in the event of a transfer  
5. or assignment of the seller’s interest, the holder of the interest.” MN Statute 559A.01, Subd. 5(b)  
6. provides that “an investor seller does not include a person entering into a contract for deed who  
7. is: (1) a natural who has owned and occupied the residential real property as the natural person’s  
8. primary residence for a continuous 12-month period at any time prior to the execution of the  
9. contract for deed.” See MN Statute 559A.01, Subd. 5(b)(1)-(13) for the list of exceptions to the  
10. “Investor Seller” definition. The disclosures required by MN Statute 559A.03 are in addition to the  
11. disclosures required by MN Statutes 513.52 through 513.60.

12. **REQUIREMENTS:** MN Statute 559A.03 requires that an Investor Seller deliver to a prospective  
13. purchaser the following disclosures and instructions for cancellation no less than 10 days before  
14. the prospective purchaser executes the contract for deed. The disclosures must be affixed to the  
15. front of any purchase agreement executed between an Investor Seller and a prospective purchaser.  
16. The Investor Seller may not enter into a contract for deed with a prospective purchaser earlier  
17. than ten calendar days after the execution of the purchase agreement by all parties and provision  
18. by the Investor Seller of the disclosure and instructions for cancellation as required under MN  
19. Statute 559.04, Subd. 2 (b). If there is no purchase agreement, the Investor Seller may not enter  
20. into a contract for deed with a prospective purchaser earlier than ten calendar days after providing  
21. the disclosures to the prospective purchaser.

## 22. **BALLOON PAYMENT**

23. This contract contains a lump-sum balloon payment or several balloon payments. When the final  
24. balloon payment comes due, you may need to get mortgage or other financing to pay it off (or  
25. you will have to sell the property). Even if you are able to sell the property, you may not get back  
26. all the money you paid for it. If you can't come up with this large amount—even if you have made  
27. all your monthly payments—the seller can cancel the contract.

28. Amount of Balloon Payment \$ \_\_\_\_\_

29. When Balloon Payment is due \_\_\_\_\_ (month, year)

## 30. **INVESTOR SELLER'S PRICE TO BUY HOUSE BEING SOLD TO BUYER**

31. Date Investor Seller Acquired Property: \_\_\_\_\_ (date seller acquired ownership)

32. Price paid by Investor Seller to Acquire the property: \$ \_\_\_\_\_ (total purchase  
33. price paid by seller to acquire ownership).

34. Contract for Deed Purchase Price: \$ \_\_\_\_\_ (total sale price to the purchaser  
35. under the contract).

## 36. **COSTS AND ESSENTIAL TERMS:**

37. (1) Purchase Price: \$ \_\_\_\_\_ (price)

38. (2) Interest Rate: \_\_\_\_\_ % (interest rate)

39. (3) Down Payment: \$ \_\_\_\_\_ (down payment)

40. (4) Monthly/Period Installments: \$ \_\_\_\_\_ (amount of installment payment)

41. (5) Taxes, Homeowner’s Insurance, Repairs and Maintenance. You (seller must check one):

42. (a) ☐ **DO** ☐ **DO NOT** have to pay property taxes

43. (b) ☐ **DO** ☐ **DO NOT** have to pay homeowner’s insurance

44. (c) ☐ **ARE** ☐ **ARE NOT** responsible for repairs and maintenance.

# IMPORTANT INFORMATION YOU NEED TO KNOW

## 45. KNOW WHAT YOU ARE GETTING INTO BEFORE YOU SIGN

### 46. 1. How Contracts for Deed Work

47. A contract for deed is a complicated legal arrangement. Be sure you know exactly what you are  
48. getting into before you sign a contract for deed. A contract for deed is NOT a mortgage. Minnesota's  
49. foreclosure protections do NOT apply. You should get advice from a lawyer or the Minnesota  
50. Homeownership Center before you sign the contract. You can contact the Homeownership Center  
51. at 1-(866)-462-6466 or go to [www.hocmn.org](http://www.hocmn.org).

### 52. 2. What If I Can't Make My Payments?

53. If you don't make your monthly installment payment or the balloon payment, the seller can cancel  
54. the contract in only 120 days from the date you missed the payment. If the contract is canceled,  
55. you lose your home and all the money you have paid, including any down payment, all the monthly  
56. payments, and any improvements to the property you have made. If the contract contains a final  
57. lump-sum "balloon payment," you will need to get a mortgage or other financing to pay it off (or  
58. you will have to sell the property). If you can't come up with this large amount—even if you have  
59. made all your monthly payments the seller can cancel the contract. Even if you are able to sell the  
60. property, you may not get back all the money you have paid for it.

### 61. 3. BEFORE YOU SIGN, YOU SHOULD:

62. **A. Get an Independent, Professional Appraisal** of the property to learn what it's worth and make  
63. sure you are not overpaying for the house.

64. **B. Get an Independent, Professional Inspection** of the property because you will probably  
65. be responsible for maintaining and making repairs on the house.

66. **C. Buy Title Insurance** from a title insurance company or ask a lawyer for a "title opinion" to address  
67. or minimize potential title problems.

### 68. 4. YOUR RIGHTS BEFORE YOU SIGN

69. **A. Waiting Period After Getting Disclosures** There is a 10 calendar day waiting period after  
70. you get these disclosures. The contract for deed cannot be signed by you or the seller during that  
71. 10 calendar day period.

72. **B. Canceling a Purchase Agreement** You have 10 calendar days after you get these disclosures  
73. to cancel your purchase agreement and get back any money you paid.

### 74. RIGHT TO CANCEL PURCHASE AGREEMENT

75. A prospective purchaser may cancel a purchase agreement prior to the execution by all parties  
76. of the contract for deed or within 10 calendar days of receiving the disclosures required under  
77. section 559A.03, whichever is earlier, by providing written notice to the investor seller.  
78. MN Statute 559.03A, Subd. 2 (b) requires an investor seller to provide the prospective purchaser  
79. with notice of the person to whom, and mailing address to where, cancellation of the purchase  
80. agreement must be delivered or sent. Cancellation of the purchase agreement is effective upon  
81. personal delivery or upon mailing.

82. Written notice of cancellation of the purchase agreement can be delivered or mailed to

83. \_\_\_\_\_ at the following address: \_\_\_\_\_

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

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

86. \_\_\_\_\_  
(Investor Seller) (Date) (Buyer) (Date)

**LISTING CONTRACT:  
EXCLUSIVE RIGHT TO LEASE**

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1. Date \_\_\_\_\_

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

3. **DEFINITIONS:** This Contract involves the property located at \_\_\_\_\_,

4. City of \_\_\_\_\_,

5. County of \_\_\_\_\_, State of Minnesota, Zip Code \_\_\_\_\_,

6. legally described as \_\_\_\_\_ ("Property").

7. Owner of Property is \_\_\_\_\_ ("Owner").  
(e.g., individual(s), estate, trust, corporation, etc.)

8. Broker is \_\_\_\_\_ ("Broker").  
(Real Estate Company Name)

9. This Contract starts on \_\_\_\_\_, and ends at 11:59 p.m. on

10. \_\_\_\_\_. This Contract terminates upon successful lease of the Property(ies) specified

11. in this Contract or expiration or cancellation of this Contract, whichever occurs first.

12. This Contract may only be canceled by written mutual agreement of the parties.

13. **PRICE:** Owner offers the Property for lease for a term of \_\_\_\_\_

14. at \$ \_\_\_\_\_ per \_\_\_\_\_. In addition, tenant shall pay the following utilities and/

15. or expenses: \_\_\_\_\_

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

17. **OCCUPANCY:** The Property shall become available for occupancy on \_\_\_\_\_.

18. **LISTING:** Owner gives Broker the exclusive right to procure a prospective tenant to lease the Property.  
19. In exchange, Broker agrees to list and market the Property for lease. Broker may place a "For Rent"  
20. sign and a lock box with keys on the Property, unless prohibited by governing authority. Owner understands this Contract  
21. DOES NOT give Broker the authority to manage the Property. Broker shall not be responsible for performing tenant  
22. screening, credit/reference checks, managing the tenant application/lease process, or any other form of property  
23. management role, unless such services have been agreed to between Owner and Broker in writing separately as a  
24. supplement to this Contract or separate agreement for such services. Owner understands Broker may be a member  
25. of a Multiple Listing Service ("MLS"), and if Broker is a member of the MLS, and where available, Broker may give  
26. information to the MLS concerning the Property. Broker may place information on the Internet concerning the Property,  
27. including information regarding the lease of the Property (except as limited in the following MLS Data Feed Options  
28. section). Upon final acceptance of a lease agreement, Owner allows Broker to withdraw the Property from the market. If Broker  
29. procures a tenant for the Property, Broker may notify the MLS and member REALTORS® of the price and terms of  
30. the lease. Owner acknowledges that neither Broker, the MLS, the Minnesota Association of REALTORS®, nor any  
31. other broker is insuring Owner or occupant against theft, loss, or vandalism.

32. **MLS DATA FEED OPTIONS:**

33. **EXPLANATIONS AND DEFINITIONS:**

34. **"IDX site"** means a website operated by a broker participating in the MLS on which the broker can advertise the  
35. listings of other brokers in MLS, subject to certain MLS rules. The consumer visiting an IDX site is not required to  
36. register on the site or to have a brokerage relationship with the broker displaying listings on the site.

37. **"Virtual office website" ("VOW")** means a website operated by a broker participating in the MLS that delivers  
38. brokerage services to consumers over the worldwide web. Visitors to a VOW are required to register on the site (with  
39. their name and a real e-mail address) and enter a brokerage relationship with the broker operating the VOW. The  
40. broker operating the VOW can then show the visiting customer/client nearly all of the information available to the  
41. broker in MLS. The owner(s) of a listing has the right to opt out of certain kinds of data display under the MLS's VOW  
42. policy. The MLS imposes various other rules and restrictions on VOWs.

**LISTING CONTRACT:  
EXCLUSIVE RIGHT TO LEASE**

43. Page 2

44. Property located at \_\_\_\_\_.
45. For each of the following options, the MLS system automatically defaults to "Yes." Owner's instructions pertaining to the Internet display of the MLS input data for the Property are as follows:
- 46.
47. **Option 1. Listing display on the Internet.** If Owner selects "No," this listing will not be included in MLS data feeds to Internet websites that display property listing data, whether intended for advertising the Property or providing online brokerage services (e.g., VOWs). Brokers participating in MLS can still disclose the listing to customers/clients via other means, including e-mail, fax, mail, hand delivery, and orally.
- 48.
- 49.
- 50.
51. Shall the Property listing be displayed on the Internet, including sold information? ☐ Yes ☐ No
52. Owner understands and acknowledges that if Owner has selected "No" for Option 1, consumers who conduct searches for listings on the Internet will not see information about the Property in response to their searches.
- 53.
- 54.
55. **If "No" was selected at Option 1, skip Options 2-4. If "Yes" was selected for Option 1, continue to Option 2.**
56. **Option 2. Listing address (house and unit numbers and street name) display on the Internet.** If Owner selects "No," the address of the Property will be hidden on websites receiving data feeds from MLS that result in Internet listing display, whether intended for advertising the Property or providing online brokerage services (e.g., VOWs). Brokers participating in MLS can still disclose the address to customers/clients via other means, including e-mail, fax, mail, hand delivery, and orally.
- 57.
- 58.
- 59.
- 60.
61. Shall the listing address (house and unit numbers and street name) be displayed
62. on the Internet? ☐ Yes ☐ No
63. **Option 3. An automated valuation of the Property listing or a link to an automated valuation of it may be displayed adjacent to the listing.** Some VOWs or IDX sites may provide an automated valuation model ("AVM") function/service. An AVM uses statistical calculations to estimate the value of a property based upon data from public records, MLS, and other sources, and incorporating certain assumptions. The accuracy of AVMs has sometimes been criticized because they do not take into consideration all relevant factors in valuing a property. Owner, by selecting "No," may prohibit display of an automated valuation of their listing adjacent to the listing.
- 64.
- 65.
- 66.
- 67.
- 68.
- 69.
70. Shall an automatic valuation of the Property listing or a link to an automated
71. valuation be displayed adjacent to the listing? ☐ Yes ☐ No
72. **Option 4. Comments or reviews of the Property by persons other than the displaying broker may be displayed with or attached as a link to the listing data of the Property.** Some VOWs or IDX sites may provide functionality that permits the customers/clients using the VOW or IDX site to enter comments or reviews with the listing or by hyperlink to such comments or reviews. Note that the broker displaying the listing on their VOW or IDX site may add commentary representing their professional judgment regarding the listing's value, etc.
- 73.
- 74.
- 75.
- 76.
- 77.
78. Shall comments or reviews of the Property by persons other than the displaying
79. broker be displayed with or attached as a link to the listing data of the Property? ☐ Yes ☐ No
80. **LISTED FOR SALE:** The Property ☐ IS ☐ IS NOT currently listed for sale. If IS, the listing broker is  
------(Check one.)-----
81. \_\_\_\_\_.
82. If IS NOT, Owner ☐ MAY ☐ MAY NOT list the Property for sale during the term of this Contract with another broker.  
------(Check one.)-----
83. Nothing in this Contract shall prohibit Broker and Owner from entering into a listing agreement for the sale of this
84. Property upon terms acceptable to both parties.
85. **OWNER'S OBLIGATION:** Owner shall notify Broker of relevant information important to the lease of the Property.
86. Owner shall cooperate with Broker in leasing the Property upon the terms set forth herein. Owner shall promptly inform
87. Broker about all inquiries Owner receives about the Property. Owner shall remain responsible for security, maintenance,
88. utilities, and insurance during the term of this Contract, and for safekeeping, securing, and/or concealing any valuable
89. personal property. Owner has the full legal right to lease the Property. Owner shall be solely responsible for screening
90. and approving all tenants. Owner shall sign all documents necessary to lease the Property to the tenant.

**LISTING CONTRACT:  
EXCLUSIVE RIGHT TO LEASE**

91. Page 3

92. Property located at \_\_\_\_\_.
93. Access to the Property: To facilitate the showing and lease of the Property, Owner authorizes Broker to:
94. 1. access the Property;
95. 2. authorize other brokers and their salespersons, inspectors, appraisers, contractors, and other industry
96. professionals to access the Property at reasonable times and upon reasonable notice; and
97. 3. duplicate keys to facilitate convenient and efficient showings of the Property.
98. Authorizing access means giving Broker permission to allow the above-referenced persons to enter the Property, with
99. or without a licensed salesperson present, disclosing to the other person any security codes necessary to enter the
100. Property, and lending a key to the other person to enter the Property, directly or through a lockbox. Owner agrees to
101. commit no act which might tend to obstruct Broker's performance here. If the Property is occupied by someone other
102. than Owner, Owner shall comply with Minnesota law and any applicable lease provisions of an existing lease and
103. provide tenant with proper notice in advance of any Property showing. Owner understands that prospective tenants
104. and others authorized to access the Property may record the Property by photograph, video, or other medium while
105. accessing the Property.
106. **RECORDING ON THE PROPERTY:** Owner understands that MN Statute 626A.02 specifically prohibits the interception
107. of oral communications without the consent of at least one of the two parties to the communication. Owner should seek
108. appropriate legal advice regarding compliance with this statute if Owner intends to utilize technology that may intercept
109. oral communications between persons other than Owner.
110. **OWNER CONTENT LICENSE:** In the event Owner provides content, including, but not limited to, any photos or videos
111. of the Property ("Owner Content") to Broker, Owner grants to Broker a nonexclusive, perpetual, worldwide, transferable,
112. royalty free license to sub-license (including through multiple tiers), reproduce, distribute, display, perform, and create
113. derivative works of the Owner Content. Owner represents and warrants that Owner has authority to provide Owner
114. Content and Owner Content does not violate any restrictions regarding use including any third-party intellectual
115. property rights or laws. Owner agrees to execute any further documents that are necessary to effect this license.
116. **NOTICE: THE COMPENSATION FOR THE SALE, LEASE, RENTAL, OR MANAGEMENT OF REAL PROPERTY**
117. **SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.**
118. **BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.**
119. **TOTAL BROKER COMPENSATION:**
120. Owner shall pay Broker, as total Broker's compensation, as follows: \_\_\_\_\_
121. \_\_\_\_\_
122. \_\_\_\_\_
123. if Owner leases or agrees to lease the Property before this Contract expires, regardless of whether tenant fulfills all
124. tenant's obligations under the lease, Owner agrees to pay Broker's compensation whether Broker, Owner, or anyone
125. else leases this Property to a tenant. Owner hereby permits Broker to share part of Broker's compensation with other
126. real estate brokers, including brokers only representing the tenant. Owner agrees to pay Broker's compensation in
127. full upon entering into a lease agreement with tenant, unless otherwise specified on lines 120-122.
128. **COOPERATING BROKER COMPENSATION:** Of the total Broker's compensation, as specified on lines 120-122,
129. Broker ☐ **SHALL** ☐ **SHALL NOT** offer compensation to cooperating brokers. If **SHALL**, the compensation to
- (Check one.)-----
130. cooperating brokers shall be as follows:
131. ☐ \_\_\_\_\_ % of the gross proceeds from the lease or \$ \_\_\_\_\_, whichever is greater, to
132. cooperating brokers representing tenant.
133. ☐ \_\_\_\_\_ % of the gross proceeds from the lease or \$ \_\_\_\_\_, whichever is greater, to
134. cooperating brokers assisting tenant.
135. ☐ Other: \_\_\_\_\_
136. \_\_\_\_\_
137. If Owner agrees to pay cooperating broker's compensation directly to cooperating broker, then Owner's obligation to pay
138. Broker's compensation, as specified on lines 120-122, shall be reduced up to % \_\_\_\_\_ or \$ \_\_\_\_\_

**LISTING CONTRACT:  
EXCLUSIVE RIGHT TO LEASE**

139. Page 4

140. Property located at \_\_\_\_\_.
141. If, within \_\_\_\_\_ days (*not to exceed six (6) months*) after the expiration of this Contract, Owner leases or agrees
142. to lease the Property to anyone who:
143. 1. during this Contract made inquiry of Owner about the Property and Owner did not tell Broker about the inquiry;
144. or
145. 2. during this Contract made an affirmative showing of interest in leasing the Property by responding to an
146. advertisement, or by contacting Broker or the licensee involved, or was physically shown the Property by
147. Broker and whose name and address is on a written list Broker gives to Owner within 72 hours after the
148. expiration of this Contract;
149. then Owner shall still pay Broker the compensation noted here, even if Owner leases the Property without Broker's
150. assistance. Owner understands that Owner does not have to pay Broker's compensation if Owner signs another valid
151. listing contract or facilitator services agreement for this Property after the expiration or cancellation of this Contract,
152. under which Owner is obligated to compensate another licensed real estate broker.
153. To secure the payment of Broker's compensation, Owner hereby assigns to Broker the gross proceeds from the lease
154. of the Property in an amount equal to the compensation due to Broker under this Contract.

155. **AGENCY REPRESENTATION:** If a tenant represented by Broker wishes to lease the Owner's Property, a dual agency

156. will be created. This means that Broker will represent both the Owner and the tenant, and owe the same duties to the

157. tenant that Broker owes to the Owner. This conflict of interest will prohibit Broker from advocating exclusively on the

158. Owner's behalf. Dual agency will limit the level of representation Broker can provide. If a dual agency should arise, the

159. Owner will need to agree that confidential information about price, terms, and motivation will still be kept confidential

160. unless the Owner instructs Broker in writing to disclose specific information about the Owner. All other information will be

161. shared. Broker cannot act as a dual agent unless both the Owner and the tenant agree to it. By agreeing to a possible

162. dual agency, the Owner will be giving up the right to exclusive representation in an in-house transaction. However,

163. if the Owner should decide not to agree to a possible dual agency, and the Owner wants Broker to represent the

164. Owner, the Owner may give up the opportunity to lease the Property to tenants represented by Broker.

165. Owner's Instructions to Broker:

166. Having read and understood this information about dual agency, Owner now instructs Broker as follows:

167. ☐ Owner will agree to a dual agency representation and will consider offers made by tenants represented by
168. Broker.
169. ☐ Owner will not agree to a dual agency representation and will not consider offers made by tenants represented
170. by Broker.

171. Real Estate Company Name: \_\_\_\_\_

172. \_\_\_\_\_ Owner: \_\_\_\_\_

173. By: \_\_\_\_\_ Owner: \_\_\_\_\_  
(Licensee)

174. \_\_\_\_\_ Date: \_\_\_\_\_

175. **OTHER POTENTIAL OWNERS:** Owner understands that Broker may list other properties during the term of this

176. Contract. Owner consents to Broker representing such other potential owners before, during, and after the expiration

177. of this Contract.

178. **PREVIOUS AGENCY RELATIONSHIPS:** Broker, or licensee representing Owner, may have had a previous agency

179. relationship with a potential tenant of Owner's Property. Owner acknowledges that Owner's Broker, or licensee

180. representing Owner, is legally required to keep information regarding the ultimate price and terms the tenant would

181. accept and the motivation for leasing confidential, if known.

**LISTING CONTRACT:  
EXCLUSIVE RIGHT TO LEASE**

182. Page 5

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

184. **TERMINATION OF FIDUCIARY DUTIES:** Broker's fiduciary duties, except the duty of confidentiality, terminate upon the  
185. lease of the Property(ies) specified in this Contract or expiration or cancellation of this Contract, whichever occurs  
186. first.

187. **INDEMNIFICATION:** Broker will rely on the accuracy of the information Owner provides to Broker. Owner agrees  
188. to indemnify and hold harmless Broker from and against any and all claims, liability, damage, or loss arising from any  
189. misrepresentation, misstatement, omission of fact, or breach of a promise by Owner. Owner agrees to indemnify and  
190. hold harmless Broker from any and all claims or liability related to damage or loss to the Property or its contents, or  
191. any injury to persons in connection with the marketing or leasing of the Property. Indemnification by Owner shall not  
192. apply if the damage, loss, or injury is the result of the gross negligence or willful misconduct of the Broker.

193. **TAXES AND REGISTRATION:** Owner acknowledges that a rental property may be required to be registered with  
194. governing authorities and may be subject to a special rental classification for property taxes. Owner agrees to obtain  
195. and maintain appropriate licenses, registrations, or approvals and pay fees and taxes when due. Owner agrees to  
196. indemnify and hold Broker harmless for any such tax liability, including penalties and interest. Owner warrants that  
197. the rental of the Property violates no local, state, or federal laws or association rules.

198. **LEAD-BASED PAINT:** If any structure on the Property was built before 1978, Owner shall provide to Broker and  
199. prospective tenants a Disclosure of Lead-Based Paint and Lead-Based Paint Hazards as required by the U.S.  
200. Department of Housing and Urban Development.

201. **FAIR HOUSING NOTICE:** Owner understands that Owner shall not refuse to sell/lease, or discriminate in the terms,  
202. conditions, or privileges of sale/lease, to any person due to race, color, creed, religion, national origin, sex,  
203. marital status, status with regard to public assistance, handicap (whether physical or mental), sexual orientation, or  
204. family status. Owner understands further that local ordinances may include other protected classes.

205. **ADDITIONAL NOTICES AND TERMS:** As of this date Owner has not received notices from any municipality, government  
206. agency, or unit owners' association about the Property, nor has Owner received any notice of a contract for deed  
207. cancellation or notice of mortgage foreclosure, except as disclosed in writing to Broker at the time of execution of this  
208. Contract. Owner agrees to promptly inform Broker, in writing, of any notices of such types that Owner receives during  
209. the term of this Contract.

210. **ENTIRE AGREEMENT:** This Contract and all addenda and amendments signed by the parties shall constitute the  
211. entire agreement between Owner and Broker. Any other written or oral communication between Owner and Broker,  
212. including, but not limited to, e-mails, text messages, or other electronic communications are not part of this Contract.  
213. This Contract can be modified or canceled only in writing signed by Owner and Broker or by operation of law. All  
214. monetary sums are deemed to be United States currency for purposes of this Contract.

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

217. **CONSENT FOR COMMUNICATION:** Owner authorizes Broker and its representatives to contact Owner by mail,  
218. phone, fax, e-mail, text message or other means of communication during the term of this Contract and anytime  
219. thereafter.

220. **OTHER:** \_\_\_\_\_

221. \_\_\_\_\_

222. \_\_\_\_\_

**LISTING CONTRACT:  
EXCLUSIVE RIGHT TO LEASE**

223. Page 6

224. Property located at \_\_\_\_\_.

**225. BROKER**

**OWNER**

226. **ACCEPTED BY:** \_\_\_\_\_  
(Real Estate Company Name)

**ACCEPTED BY:** \_\_\_\_\_  
(Owner's Signature)

227. By: \_\_\_\_\_  
(Licensee's Signature)

\_\_\_\_\_  
(Owner's Printed Name)

228. \_\_\_\_\_  
(Licensee's Printed Name)

\_\_\_\_\_  
(Date)

229. \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address)

230. \_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip)

231. \_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Phone)

232. \_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(E-Mail Address)

233. \_\_\_\_\_  
(E-Mail Address)

**OWNER**

**ACCEPTED BY:** \_\_\_\_\_  
(Owner's Signature)

\_\_\_\_\_  
(Owner's Printed Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(E-Mail Address)

**THIS IS A LEGALLY BINDING CONTRACT BETWEEN OWNER AND BROKER.  
IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

**LISTING CONTRACT:  
EXCLUSIVE RIGHT TO SELL**

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1. Date \_\_\_\_\_

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

3. **DEFINITIONS:** This Contract involves the property located at \_\_\_\_\_,
4. City of \_\_\_\_\_,
5. County of \_\_\_\_\_, State of Minnesota, Zip Code \_\_\_\_\_,
6. legally described as \_\_\_\_\_ ("Property").
7. Seller is \_\_\_\_\_ ("Seller").  
(e.g., individual(s), estate, trust, corporation, etc.)
8. Broker is \_\_\_\_\_ ("Broker").  
(Real Estate Company Name)
9. This Contract starts on \_\_\_\_\_, and ends at 11:59 p.m. on
10. \_\_\_\_\_. This Contract terminates upon successful closing of the Property(ies) specified
11. in this Contract or expiration or cancellation of this Contract, whichever occurs first.
12. This Contract may only be canceled by written mutual agreement of the parties.
13. **PRICE:** Seller offers the Property for sale for the price of \$ \_\_\_\_\_, upon the following
14. terms: \_\_\_\_\_.

15. **LISTING:** Seller gives Broker the exclusive right to sell the Property. In exchange, Broker agrees to list and market
16. the Property for sale. Broker may place a "For Sale" sign and a lock box with keys on the Property, unless prohibited by
17. governing authority. Seller understands this Contract DOES NOT give Broker authority to rent or manage the Property.
18. Seller understands Broker may be a member of a Multiple Listing Service ("MLS"), and if Broker is a member of the
19. MLS, and where available, Broker may give information to the MLS concerning the Property. Broker may place
20. information on the Internet concerning the Property, including sold information (except as limited in the following MLS
21. Data Feed Options section). Upon final acceptance of a purchase agreement, Seller allows Broker to withdraw the
22. Property from the market. If Broker sells the Property, Broker may notify the MLS and member REALTORS® of the
23. price and terms of the sale. Seller acknowledges that neither Broker, the MLS, the Minnesota Association of
24. REALTORS®, nor any other broker is insuring Seller or occupant against theft, loss, or vandalism.

25. **MLS DATA FEED OPTIONS:**

26. **EXPLANATIONS AND DEFINITIONS:**

27. **"IDX site"** means a website operated by a broker participating in the MLS on which the broker can advertise the
28. listings of other brokers in MLS, subject to certain MLS rules. The consumer visiting an IDX site is not required to
29. register on the site or to have a brokerage relationship with the broker displaying listings on the site.
30. **"Virtual office website" ("VOW")** means a website operated by a broker participating in the MLS that delivers
31. brokerage services to consumers over the worldwide web. Visitors to a VOW are required to register on the site (with
32. their name and a real e-mail address) and enter a brokerage relationship with the broker operating the VOW. The
33. broker operating the VOW can then show the visiting customer/client nearly all of the information available to the
34. broker in MLS. The seller(s) of a listing has the right to opt out of certain kinds of data display under the MLS's VOW
35. policy. The MLS imposes various other rules and restrictions on VOWs.
36. For each of the following options, the MLS system automatically defaults to "Yes." Seller's instructions pertaining to
37. the Internet display of the MLS input data for the Property are as follows:

**LISTING CONTRACT:  
EXCLUSIVE RIGHT TO SELL**

38. Page 2

39. Property located at \_\_\_\_\_.
40. **Option 1. Listing display on the Internet.** If Seller selects "No," this listing will not be included in MLS data feeds  
41. to Internet websites that display property listing data, whether intended for advertising the Property or  
42. providing online brokerage services (e.g., VOWs). Brokers participating in MLS can still disclose the listing  
43. to customers/clients via other means, including e-mail, fax, mail, hand delivery, and orally.
44. Shall the Property listing be displayed on the Internet, including sold information? ☐ Yes ☐ No
45. Seller understands and acknowledges that if Seller has selected "No" for Option 1, consumers who  
46. conduct searches for listings on the Internet will not see information about the Property in response to  
47. their searches.
48. **If "No" was selected at Option 1, skip Options 2-4. If "Yes" was selected for Option 1, continue to Option 2.**
49. **Option 2. Listing address (house and unit numbers and street name) display on the Internet.** If Seller selects  
50. "No," the address of the Property will be hidden on websites receiving data feeds from MLS that result  
51. in Internet listing display, whether intended for advertising the Property or providing online brokerage  
52. services (e.g., VOWs). Brokers participating in MLS can still disclose the address to customers/clients  
53. via other means, including e-mail, fax, mail, hand delivery, and orally.
54. Shall the listing address (house and unit numbers and street name) be displayed  
55. on the Internet? ☐ Yes ☐ No
56. **Option 3. An automated valuation of the Property listing or a link to an automated valuation of it may be**  
57. **displayed adjacent to the listing.** Some VOWs or IDX sites may provide an automated valuation model  
58. ("AVM") function/service. An AVM uses statistical calculations to estimate the value of a property based  
59. upon data from public records, MLS, and other sources, and incorporating certain assumptions. The  
60. accuracy of AVMs has sometimes been criticized because they do not take into consideration all relevant  
61. factors in valuing a property. Seller, by selecting "No," may prohibit display of an automated valuation of  
62. their listing adjacent to the listing.
63. Shall an automatic valuation of the Property listing or a link to an automated  
64. valuation be displayed adjacent to the listing? ☐ Yes ☐ No
65. **Option 4. Comments or reviews of the Property by persons other than the displaying broker may be displayed**  
66. **with or attached as a link to the listing data of the Property.** Some VOWs or IDX sites may provide  
67. functionality that permits the customers/clients using the VOW or IDX site to enter comments or reviews  
68. with the listing or by hyperlink to such comments or reviews. Note that the broker displaying the listing  
69. on their VOW or IDX site may add commentary representing their professional judgment regarding the  
70. listing's value, etc.
71. Shall comments or reviews of the Property by persons other than the displaying  
72. broker be displayed with or attached as a link to the listing data of the Property? ☐ Yes ☐ No
73. **LISTED FOR LEASE:** The Property ☐ **IS** ☐ **IS NOT** currently listed for lease. If **IS**, the listing broker is  
------(Check one.)-----
74. \_\_\_\_\_ . If **IS NOT**, Seller ☐ **MAY** ☐ **MAY NOT** list the Property for lease during the  
------(Check one.)-----
75. terms of this Contract with another broker.
76. Nothing in this Contract shall prohibit Broker and Seller from entering into a listing agreement for the lease of this  
77. Property upon terms acceptable to both parties.

**LISTING CONTRACT:  
EXCLUSIVE RIGHT TO SELL**

78. Page 3

79. Property located at \_\_\_\_\_.
80. **SELLER'S OBLIGATION:** Seller shall notify Broker of relevant information important to the sale of the Property.
81. Seller shall cooperate with Broker in selling the Property. Seller shall promptly inform Broker about all inquiries Seller
82. receives about the Property. Seller agrees to provide and pay for any inspections and reports required by any
83. governmental authority. Seller agrees to provide unit owners' association documents, if required. Seller shall remain
84. responsible for security, maintenance, utilities, and insurance during the term of this Contract, and for safekeeping,
85. securing and/or concealing any valuable personal property. Seller shall surrender any abstract of title and a copy of any
86. owner's title insurance policy for this Property, if in Seller's possession or control, to buyer or buyer's designated title
87. service provider. Seller shall take all actions necessary to convey marketable title by the date of closing as agreed to in
88. a purchase agreement. Seller shall sign all documents necessary to transfer to buyer marketable title to the Property.
89. Seller has the full legal right to sell the Property.
90. Access to the Property: To facilitate the showing and sale of the Property, Seller authorizes Broker to:
91. 1. access the Property;
92. 2. authorize other brokers and their salespersons, inspectors, appraisers, contractors, and other industry
93. professionals to access the Property at reasonable times and upon reasonable notice; and
94. 3. duplicate keys to facilitate convenient and efficient showings of the Property.
95. Authorizing access means giving Broker permission to allow the above-referenced persons to enter the Property, with or
96. without a licensed salesperson present, disclosing to the other person any security codes necessary to enter the Property,
97. and lending a key to the other person to enter the Property, directly or through a lockbox. Seller agrees to commit no
98. act which might tend to obstruct Broker's performance here. If the Property is occupied by someone other than Seller,
99. Seller shall comply with Minnesota law and any applicable lease provisions of an existing lease and provide tenant with
100. proper notice in advance of any Property showing. Seller understands the prospective buyers and others authorized to
101. access the Property may record the Property by photograph, video, or other medium while accessing the Property.
102. **RECORDING ON THE PROPERTY:** Seller understands that MN Statute 626A.02 specifically prohibits the interception
103. of oral communications without the consent of at least one of the two parties to the communication. Seller should seek
104. appropriate legal advice regarding compliance with this statute if Seller intends to utilize technology that may intercept
105. oral communications between persons other than Seller.
106. **SELLER CONTENT LICENSE:** In the event Seller provides content, including, but not limited to, any photos or videos
107. of the Property ("Seller Content") to Broker, Seller grants to Broker a nonexclusive, perpetual, worldwide, transferable,
108. royalty free license to sub-license (including through multiple tiers), reproduce, distribute, display, perform, and create
109. derivative works of the Seller Content. Seller represents and warrants that Seller has authority to provide Seller Content
110. and Seller Content does not violate any restrictions regarding use including any third-party intellectual property rights
111. or laws. Seller agrees to execute any further documents that are necessary to effect this license.
112. **NOTICE: THE COMPENSATION FOR THE SALE, LEASE, RENTAL, OR MANAGEMENT OF REAL PROPERTY**
113. **SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.**
114. **BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.**
115. **TOTAL BROKER COMPENSATION:**
116. Seller agrees to pay Broker a retainer fee of \$ \_\_\_\_\_ at the commencement of this
117. Contract, which fee should be kept by Broker whether or not Seller sells the Property. The retainer fee will apply
118. toward satisfaction of any obligation to compensate Broker.
119. Seller shall pay Broker, as **total** Broker's compensation, \_\_\_\_\_ **percent (%) of the selling price or**
120. **\$ \_\_\_\_\_**, whichever is greater, if Seller sells or agrees to sell the Property during the term of this
121. Contract.

**LISTING CONTRACT:  
EXCLUSIVE RIGHT TO SELL**

122. Page 4

123. Property located at \_\_\_\_\_.

124. **COOPERATING BROKER COMPENSATION:** Of the total Broker's compensation, as specified on lines 119-121, Broker

125. ☐ **SHALL** ☐ **SHALL NOT** offer compensation to cooperating brokers. If **SHALL**, the compensation to cooperating  
------(Check one.)-----

126. brokers shall be as follows:

127. ☐ \_\_\_\_\_ % of the selling price or \$ \_\_\_\_\_, whichever is greater, to cooperating brokers  
128. representing buyer.

129. ☐ \_\_\_\_\_ % of the selling price or \$ \_\_\_\_\_, whichever is greater, to cooperating brokers  
130. assisting buyer.

131. ☐ Other: \_\_\_\_\_

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

133. If Seller agrees to pay buyer broker's compensation directly to buyer broker, then Seller's obligation to pay Broker's

134. compensation, as specified on lines 119-120, shall be reduced by the amount paid up to \_\_\_\_\_ %

135. or \$ \_\_\_\_\_ of the selling price.

136. Other: \_\_\_\_\_

137. \_\_\_\_\_

138. In addition, if before this Contract expires Broker presents a buyer who is willing and able to buy the Property at the  
139. price and terms required in this Contract, but Seller refuses to sell, Seller shall still pay Broker the same compensation.  
140. Seller agrees to pay Broker's compensation whether Broker, Seller, or anyone sells the Property. Seller hereby permits  
141. Broker to share part of Broker's compensation with other real estate brokers, including brokers representing only the  
142. buyer. Seller agrees to pay Broker's compensation in full upon the happening of any of the following events:

143. 1. the closing of the sale;
144. 2. Seller's refusal to close the sale; or
145. 3. Seller's refusal to sell at the price and terms specified above.

146. If, within \_\_\_\_\_ days (*not to exceed six (6) months*) after the expiration of this Contract, Seller sells or agrees to sell  
147. the Property to anyone who:

148. 1. during this Contract made inquiry of Seller about the Property and Seller did not tell Broker about the inquiry; or
149. 2. during this Contract made an affirmative showing of interest in the Property by responding to an advertisement,  
150. or by contacting Broker or the licensee involved, or was physically shown the Property by Broker and whose  
151. name and address is on a written list Broker gives to Seller within 72 hours after the expiration of this Contract;

152. then Seller shall still pay Broker the compensation noted here, even if Seller sells the Property without Broker's  
153. assistance. Seller understands that Seller does not have to pay Broker's compensation if Seller signs another valid  
154. listing contract or facilitator services agreement for this Property after the expiration or cancellation of this Contract,  
155. under which Seller is obligated to compensate another licensed real estate broker.

156. To secure the payment of Broker's compensation, Seller hereby assigns to Broker the gross proceeds from the sale  
157. of the Property in an amount equal to the compensation due to Broker under this Contract.

158. **ADDITIONAL COSTS:** Seller acknowledges that Seller may be required to pay certain closing costs, which may  
159. effectively reduce the proceeds from the sale.

160. Seller understands that mortgage financing services are usually paid for by buyer; however, certain insured government  
161. loans may require Seller to pay a portion of the fees for the mortgage loan. Seller understands that Seller shall not  
162. be required to pay the financing fees on any mortgage without giving Seller's written consent.

**LISTING CONTRACT:  
EXCLUSIVE RIGHT TO SELL**

163. Page 5

164. Property located at \_\_\_\_\_.

**165. CLOSING SERVICES:**

166. **NOTICE:** THE REAL ESTATE BROKER, LICENSEE REPRESENTING SELLER, OR REAL ESTATE  
167. CLOSING AGENT HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS  
168. OPINIONS REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING ITSELF.

169. After a purchase agreement for the Property is signed, arrangements must be made to close the transaction. Seller  
170. understands that no one can require Seller to use a particular person in connection with a real estate closing and that  
171. Seller may arrange for a qualified closing agent or Seller's attorney to conduct the closing.

172. Seller's choice for closing services: *(Check one.)*

173. ☐ Seller directs Broker to arrange for a qualified closing agent to conduct the closing.

174. ☐ Seller shall arrange for a qualified closing agent or Seller's attorney to conduct the closing.

175. \_\_\_\_\_  
(Seller's Initials) (Seller's Initials)

176. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code  
177. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must  
178. withhold tax from the transferor ("Seller") if the transferor ("Seller") is a foreign person, provided there are no applicable  
179. exceptions from FIRPTA withholding.

180. Seller represents and warrants that Seller ☐ **IS** ☐ **IS NOT** a foreign person (i.e., a non-resident alien individual,  
-----*(Check one.)*-----

181. foreign corporation, foreign partnership, foreign trust, or foreign estate) for purposes of income taxation.

182. Due to the complexity and potential risks of failing to comply with FIRPTA, Seller should **seek appropriate legal and**  
183. **tax advice regarding FIRPTA compliance, as Broker will be unable to confirm whether Seller is a foreign person**  
184. **or whether the withholding requirements of FIRPTA apply.**

185. **WARRANTY:** There are warranty programs available for some properties which warrant the performance of certain  
186. components of a property, which warranty programs Seller may wish to investigate prior to the sale of the Property.

187. **AGENCY REPRESENTATION:** If a buyer represented by Broker wishes to buy the Seller's Property, a dual  
188. agency will be created. This means that Broker will represent both the Seller and the buyer, and owe the same  
189. duties to the buyer that Broker owes to the Seller. This conflict of interest will prohibit Broker from advocating exclusively  
190. on the Seller's behalf. Dual agency will limit the level of representation Broker can provide. If a dual agency should arise,  
191. the Seller will need to agree that confidential information about price, terms, and motivation will still be kept  
192. confidential unless the Seller instructs Broker in writing to disclose specific information about the Seller. All other  
193. information will be shared. Broker cannot act as a dual agent unless both the Seller and the buyer agree to it. By  
194. agreeing to a possible dual agency, the Seller will be giving up the right to exclusive representation in an in-house  
195. transaction. However, if the Seller should decide not to agree to a possible dual agency, and the Seller wants Broker  
196. to represent the Seller, the Seller may give up the opportunity to sell the Property to buyers represented by Broker.

197. Seller's Instructions to Broker:

198. Having read and understood this information about dual agency, Seller now instructs Broker as follows:

199. ☐ Seller will agree to a dual agency representation and will consider offers made by buyers represented by Broker  
200. ☐ Seller will not agree to a dual agency representation and will not consider offers made by buyers represented  
201. by Broker.

202. Real Estate Company Name: \_\_\_\_\_

203. \_\_\_\_\_ Seller: \_\_\_\_\_

204. By: \_\_\_\_\_ Seller: \_\_\_\_\_  
(Licensee)

205. \_\_\_\_\_ Date: \_\_\_\_\_

**LISTING CONTRACT:  
EXCLUSIVE RIGHT TO SELL**

206. Page 6

207. Property located at \_\_\_\_\_.

208. **OTHER POTENTIAL SELLERS:** Seller understands that Broker may list other properties during the term of this  
209. Contract. Seller consents to Broker representing or assisting such other potential sellers before, during, and after the  
210. expiration of this Contract.

211. **PREVIOUS AGENCY RELATIONSHIPS:** Broker, or licensee representing Seller, may have had a previous agency  
212. relationship with a potential buyer of Seller's Property. Seller acknowledges that Seller's Broker, or licensee representing  
213. Seller, is legally required to keep information regarding the ultimate price and terms the buyer would accept and the  
214. motivation for buying confidential, if known.

215. **TERMINATION OF FIDUCIARY DUTIES:** Broker's fiduciary duties, except the duty of confidentiality, terminate upon  
216. the successful closing of the Property(ies) specified in this Contract or expiration or cancellation of this Contract,  
217. whichever occurs first.

218. **INDEMNIFICATION:** Broker will rely on the accuracy of the information Seller provides to Broker. Seller agrees  
219. to indemnify and hold harmless Broker from and against any and all claims, liability, damage, or loss arising from any  
220. misrepresentation, misstatement, omission of fact, or breach of a promise by Seller. Seller agrees to indemnify and hold  
221. harmless Broker from any and all claims or liability related to damage or loss to the Property or its contents, or any  
222. injury to persons in connection with the marketing of the Property. Indemnification by Seller shall not apply if the  
223. damage, loss, or injury is the result of the gross negligence or willful misconduct of the Broker.

224. **FAIR HOUSING NOTICE:** Seller understands that Seller shall not refuse to sell or discriminate in the terms, conditions,  
225. or privileges of sale, to any person due to race, color, creed, religion, national origin, sex, marital status, status  
226. with regard to public assistance, handicap (whether physical or mental), sexual orientation, or family status. Seller  
227. understands further that local ordinances may include other protected classes.

228. **ADDITIONAL NOTICES AND TERMS:** As of this date Seller has not received notices from any municipality,  
229. government agency, or unit owners' association about the Property that Seller has not informed Broker about in writing.  
230. Seller agrees to promptly inform Broker, in writing, of any notices of such type that Seller receives during the term of  
231. this Contract.

232. This shall serve as Seller's written notice granting Broker permission to obtain mortgage information (e.g., mortgage  
233. balance, interest rate, payoff, and/or assumption figures) regarding any existing financing on the Property. A copy of  
234. this document shall be as valid as the original.

235. **ENTIRE AGREEMENT:** This Contract and all addenda and amendments signed by the parties shall constitute the  
236. entire agreement between Seller and Broker. Any other written or oral communication between Seller and Broker,  
237. including, but not limited to, e-mails, text messages, or other electronic communications are not part of this Contract.  
238. This Contract can be modified or canceled only in writing signed by Seller and Broker or by operation of law. All  
239. monetary sums are deemed to be United States currency for purposes of this Contract.

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

242. **CONSENT FOR COMMUNICATION:** Seller authorizes Broker and its representatives to contact Seller by mail, phone,  
243. fax, e-mail, text message or other means of communication during the term of this Contract and anytime thereafter.

244. **OTHER:** \_\_\_\_\_

245. \_\_\_\_\_

246. \_\_\_\_\_

247. \_\_\_\_\_

248. \_\_\_\_\_

249. \_\_\_\_\_

**LISTING CONTRACT:  
EXCLUSIVE RIGHT TO SELL**

250. Page 7

251. Property located at \_\_\_\_\_.

252. **BROKER**

**SELLER**

253. **ACCEPTED BY:** \_\_\_\_\_  
(Real Estate Company Name)

**ACCEPTED BY:** \_\_\_\_\_  
(Seller's Signature)

254. By: \_\_\_\_\_  
(Licensee's Signature)

\_\_\_\_\_  
(Seller's Printed Name)

255. \_\_\_\_\_  
(Licensee's Printed Name)

\_\_\_\_\_  
(Date)

256. \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Marital Status)

257. \_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

258. \_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(City/State/Zip)

259. \_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Phone)

260. \_\_\_\_\_  
(E-Mail Address)

\_\_\_\_\_  
(E-Mail Address)

261. **SELLER**

262. **ACCEPTED BY:** \_\_\_\_\_  
(Seller's Signature)

263. \_\_\_\_\_  
(Seller's Printed Name)

264. \_\_\_\_\_  
(Date)

265. \_\_\_\_\_  
(Marital Status)

266. \_\_\_\_\_  
(Address)

267. \_\_\_\_\_  
(City/State/Zip)

268. \_\_\_\_\_  
(Phone)

269. \_\_\_\_\_  
(E-Mail Address)

270. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN SELLER AND BROKER.**  
271. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

**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  
----- (“Earnest Money Holder”)-----

8. Days after Final Acceptance Date. Buyer and Seller agree that earnest money shall be deposited in the trust account of

9. Earnest Money Holder as specified above within three (3) Business Days of receipt of the earnest money or Final

10. 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

17. limited to, the following (collectively the “Property”): garden bulbs, plants, shrubs, trees, lawn watering systems,

18. in-ground pet containment systems (excluding collars); sheds; playsets; storm sashes, storm doors, screens, and

19. awnings; window shades and blinds; traverses, curtain and drapery rods, valances, draperies, curtains, and window

20. coverings and treatments; towel rods; attached lighting and bulbs; fan fixtures; plumbing fixtures; garbage disposals;

21. water softeners; water treatment systems; water heating systems; heating systems; air exchange systems; environmental

22. remediation systems (e.g., radon, vapor intrusion); sump pumps; TV antennas, cable TV jacks and wiring, and TV

23. wall mounts; wall and ceiling speaker mounts; carpeting; attached mirrors; garage door openers and all controls; smoke

24. detectors; doorbells; thermostats; all integrated phone and home automation systems, including necessary components

25. such as intranet and Internet connected hardware or devices, control units (other than non-dedicated mobile devices,

26. electronics, and computers) and applicable software, permissions, passwords, codes, and access information; fireplace

27. screens, doors, and heatilators; **ANY OF THE FOLLOWING, IF BUILT-IN:** dishwashers, refrigerators, wine and beverage

28. refrigerators, trash compactors, ovens, cook-top stoves, warming drawers, microwave ovens, hood fans, shelving,

29. work benches, intercoms, speakers, air conditioning equipment, electronic air filters, humidifiers and dehumidifiers,

30. liquid fuel tanks and all controls, pool and spa equipment, propane tanks and all controls, security system equipment,

31. TV satellite dishes; the above-mentioned inclusions **AND** the following personal property shall be transferred with no

32. 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:**

37. \_\_\_\_\_

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*

44. *Purchase Agreement: Assumption Financing*.)

45. 4. \_\_\_\_\_ percent (%) of the sale price by **CONTRACT FOR DEED**. (See attached *Addendum to Purchase*

46. *Agreement: Contract for Deed Financing*.)

**CLOSING DATE:**

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

48. **The date of closing shall be** \_\_\_\_\_.

## PURCHASE AGREEMENT

49. Page 2 Date \_\_\_\_\_

50. Property located at \_\_\_\_\_.

### MORTGAGE FINANCING:

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

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

54. Such mortgage financing shall be: (Check one.)

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

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

57. ☐ **CONVENTIONAL OR PRIVATELY INSURED CONVENTIONAL**

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

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

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

61. ☐ **OTHER** \_\_\_\_\_

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

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

69. ☐ **WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE DATE; OR**

70. ☐ **AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).**

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

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

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

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

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

80. OR

81. ☐ Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on  
82. or before \_\_\_\_\_.

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

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

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

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

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

## PURCHASE AGREEMENT

94. Page 3 Date \_\_\_\_\_

95. Property located at \_\_\_\_\_.
96. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the stated closing date for  
97. **ANY REASON** relating to financing, including, but not limited to interest rate and discount points, if any, then Seller  
98. may, at Seller's option, declare this Purchase Agreement canceled, in which case this Purchase Agreement is  
99. canceled. If Seller declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a  
100. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be  
101. **FORFEITED TO SELLER** as liquidated damages. In the alternative, Seller may seek all other remedies allowed by law.
102. Notwithstanding the language in the preceding paragraph, Seller may not declare this Purchase Agreement  
103. canceled if the reason this Purchase Agreement does not close was due to:  
104. (a) Seller's failure to complete work orders to the extent required by this Purchase Agreement;  
105. (b) Seller's failure to complete any other financing terms agreed to be completed by Seller here; or  
106. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement, except  
107. as specified in the contingency for sale and closing of Buyer's property.
108. If the Written Statement is not provided by the date specified on line 82, Seller may, at Seller's option, declare this  
109. Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement,  
110. in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase Agreement canceled,  
111. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and  
112. directing all earnest money paid here to be ☐ **RETAINED BY SELLER** ☐ **REFUNDED TO BUYER**.  
------(Check one.)-----
113. If the Written Statement is not provided, and Seller has not previously canceled this Purchase Agreement, this  
114. Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Seller  
115. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest  
116. money paid here to be ☐ **RETAINED BY SELLER** ☐ **REFUNDED TO BUYER**.  
------(Check one.)-----
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  
217. due and payable in the year of closing. (Check one.)

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

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

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 \$ \_\_\_\_\_, **whichever is**

407. **greater.** This is in addition to any Seller's contribution to Buyer's closing costs paid at closing. This amount is in

408. addition to the listing broker's offer of cooperating compensation, if any.

## PURCHASE AGREEMENT

409. Page 10 Date \_\_\_\_\_

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

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

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

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

**PURCHASE AGREEMENT:  
NEW CONSTRUCTION**

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

5. BUYER (S): \_\_\_\_\_

6. \_\_\_\_\_

7. Buyer's earnest money in the amount of \_\_\_\_\_

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

9. (\$ \_\_\_\_\_ ) shall be: *(Check one.)*

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

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

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

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

17. Street Address: \_\_\_\_\_

18. City of \_\_\_\_\_, County of \_\_\_\_\_,

19. State of Minnesota, Zip Code \_\_\_\_\_, legally described as \_\_\_\_\_

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

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

22. Builder agrees to construct or complete construction, or has completed construction, upon the real property a  
23. home, together with other improvements. All improvements ☐ **WILL BE** ☐ **HAVE BEEN** built in substantial  
\_\_\_\_\_ *(Check one.)*

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

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

27. **PURCHASE PRICE:**

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

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

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

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

32. 1. \_\_\_\_\_ percent (%) of the sale price in **CASH**, or more in Buyer's sole discretion, including earnest money;
33. 2. \_\_\_\_\_ percent (%) of the sale price in **MORTGAGE FINANCING**. (See following Mortgage Financing section.)
34. 3. \_\_\_\_\_ percent (%) of the sale price by **ASSUMING** Builder's current mortgage. (See attached *Addendum to*  
35. *Purchase Agreement: Assumption Financing*.)
36. 4. \_\_\_\_\_ percent (%) of the sale price by **CONTRACT FOR DEED**. (See attached *Addendum to Purchase*  
37. *Agreement: Contract for Deed Financing*.)

38. **CLOSING DATE:**

39. The date of closing shall be \_\_\_\_\_.

**PURCHASE AGREEMENT:  
NEW CONSTRUCTION**

40. Page 2 Date \_\_\_\_\_

41. Property located at \_\_\_\_\_.

42. **MORTGAGE FINANCING:**

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

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

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

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

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

49. ☐ **CONVENTIONAL OR PRIVATELY INSURED CONVENTIONAL**

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

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

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

53. ☐ **OTHER** \_\_\_\_\_

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

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

61. ☐ **WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE DATE; OR**

62. ☐ **AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).**

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

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

68. ☐ **REFUNDED TO BUYER** ☐ **FORFEITED TO BUILDER.**

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

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

71. **OR**

72. ☐ Buyer shall provide Builder, or licensee representing or assisting Builder, with the Written Statement, on  
73. or before \_\_\_\_\_.

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

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

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

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

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

## PURCHASE AGREEMENT: NEW CONSTRUCTION

85. Page 3 Date \_\_\_\_\_

86. Property located at \_\_\_\_\_.

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

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

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

100. If the Written Statement is not provided by the date specified on line 73, Builder may, at Builder's option, declare this  
101. Purchase Agreement canceled by written notice to Buyer at any time prior to Builder receiving the Written Statement,  
102. in which case this Purchase Agreement is canceled. In the event Builder declares this Purchase Agreement  
103. canceled, Buyer and Builder shall immediately sign a *Cancellation of Purchase Agreement* confirming said  
104. cancellation and directing all earnest money paid here to be ☐ **REFUNDED TO BUYER** ☐ **FORFEITED TO BUILDER.**

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

105. If the Written Statement is not provided, and Builder has not previously canceled this Purchase Agreement, this  
106. Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Builder  
107. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest  
108. money paid here to be ☐ **REFUNDED TO BUYER** ☐ **FORFEITED TO BUILDER.**

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

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

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

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

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

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

124. appraised value of the Property as not less than \$ \_\_\_\_\_  
(sale price)

(sale price)

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

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

130. miscellaneous processing fees which cannot be charged to Buyer, not to exceed \$ \_\_\_\_\_.

131. This amount is in addition to Builder's Contributions to Buyer's Costs, if applicable.

**PURCHASE AGREEMENT:  
NEW CONSTRUCTION**

132. Page 4 Date \_\_\_\_\_

133. Property located at \_\_\_\_\_.

134. **DVA FUNDING FEE (DVA Financing only):** Pursuant to federal regulations, a one-time Funding Fee based on loan  
135. amount, not otherwise waived, must be paid at the closing of this transaction as follows:

136. \_\_\_\_\_ paid by Buyer ☐ **AT CLOSING** ☐ **ADDED TO MORTGAGE AMOUNT**

137. \_\_\_\_\_ paid by Builder

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

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

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

147. **OTHER MORTGAGE FINANCING ITEMS:** \_\_\_\_\_

148. \_\_\_\_\_

149. **BUILDER'S CONTRIBUTIONS TO BUYER'S COSTS:**

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

151. ☐ \$ \_\_\_\_\_

152. ☐ \_\_\_\_\_ percent (%) of the sale price

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

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

160. **INSPECTIONS:**

161. Buyer has been made aware of the availability of Property inspections. Buyer ☐ **ELECTS** ☐ **DECLINES** to have a  
----- (Check one.) -----

162. Property inspection performed at Buyer's expense.

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

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

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

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

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

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

**PURCHASE AGREEMENT:  
NEW CONSTRUCTION**

174. Page 5 Date \_\_\_\_\_

175. Property located at \_\_\_\_\_.

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

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

185. **OTHER INSPECTION ITEMS:** \_\_\_\_\_

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

187. (Check one.)

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

190. OR

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

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

199. OR

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

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

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

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

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

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

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

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

216. Acres, Rural Preserve, etc.) or special assessments, payment of which is required as a result of the closing of this  
217. sale.

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

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

**PURCHASE AGREEMENT:  
NEW CONSTRUCTION**

221. Page 6    Date \_\_\_\_\_

222. Property located at \_\_\_\_\_.

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

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

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

227. as of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities.  
228. (Builder's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the  
229. assessments, or less, as required by Buyer's lender.) Buyer shall pay any unpaid special assessments payable in the year  
230. following closing and thereafter, the payment of which is not otherwise here provided. As of the Date of this Purchase  
231. Agreement, Builder represents that Builder ☐ **HAS** ☐ **HAS NOT** received a notice regarding any new improvement project  
------(Check one.)-----

232. from any assessing authorities, the costs of which project may be assessed against the Property. Any such notice received  
233. by Builder after the Date of this Purchase Agreement and before closing shall be provided to Buyer immediately. If such  
234. notice is issued after the Date of this Purchase Agreement and on or before the date of closing, then the parties may  
235. agree in writing, on or before the date of closing, to pay, provide for the payment of, or assume the special assessments.  
236. In the absence of such agreement, either party may unilaterally pay, provide for the payment of, or assume such  
237. special assessments. In the absence of said agreement or said unilateral election, either party may declare this Purchase  
238. Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which  
239. case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and  
240. Builder shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all  
241. earnest money paid here to be refunded to Buyer.

242. **ADDITIONAL PROVISIONS:**

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

244. cancellation of a previously executed purchase agreement dated \_\_\_\_\_.

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

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

249. **PRICE PROTECTION:** If this Purchase Agreement is contingent on the sale or closing of the Buyer's property and the  
250. home is not yet completed, a \_\_\_\_\_-day price protection is granted from the Final Acceptance Date. If the  
251. contingency is not removed within said time period, price shall become null and void. Buyer and Builder will then  
252. renegotiate the price. In the event the price cannot be renegotiated, this Purchase Agreement is canceled. Buyer and  
253. Builder shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all  
254. earnest money paid here to be refunded to Buyer.

255. **COMMENCEMENT OF CONSTRUCTION:** If not already commenced, upon execution of this Purchase Agreement  
256. and clearing of all contingencies, Builder shall commence with all reasonable diligence to final completion.

257. **BUYER AGREES THAT THE DIRECTION AND SUPERVISION OF THE WORKFORCES, INCLUDING**  
258. **SUBCONTRACTORS, RESTS EXCLUSIVELY WITH BUILDER. BUYER AGREES NOT TO INTERFERE WITH OR**  
259. **ISSUE INSTRUCTIONS TO WORKFORCES NOR TO CONTRACT FOR ADDITIONAL WORK WITH CONTRACTORS**  
260. **OR SUBCONTRACTORS EXCEPT WITH BUILDER'S WRITTEN PERMISSION. IF PERMISSION IS GRANTED,**  
261. **SUCH ADDITIONAL WORK SHALL NOT INTERFERE WITH BUILDER'S COMPLETION OF THE CONSTRUCTION**  
262. **OF THE HOME.**

263. **MODIFICATIONS:** Any significant change in the *Plans and Specifications* must be approved in writing by  
264. both parties citing by CHANGE ORDER any increase or decrease in the purchase price caused by such change.  
265. Unless otherwise agreed in writing, any such increase or decrease shall be reflected as an adjustment in cash at

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

267. without notice to or consent of Buyer, as long as such change or substitution shall not substantially alter the character  
268. of the home or reduce the value thereof.

**PURCHASE AGREEMENT:  
NEW CONSTRUCTION**

269. Page 7    Date \_\_\_\_\_

270. Property located at \_\_\_\_\_.
271. **COMPLETION:** Builder's funds shall be escrowed for any work which cannot be completed because of weather conditions or
272. because of mortgage requirements. Such escrowed funds shall be payable to Builder upon completion of such specified work.
273. **DEED/MARKETABLE TITLE:** Upon performance by Buyer, Builder shall deliver a: *(Check one.)*
274. ☐ **WARRANTY DEED** ☐ **PERSONAL REPRESENTATIVE'S DEED** ☐ **CONTRACT FOR DEED** ☐ **TRUSTEE'S DEED**
275. ☐ **OTHER:** \_\_\_\_\_ **DEED** joined in by spouse, if any, conveying marketable title, subject to
276. (a) building and zoning laws, ordinances, and state and federal regulations;
277. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;
278. (c) reservation of any mineral rights by the State of Minnesota;
279. (d) utility and drainage easements which do not interfere with existing improvements;
280. (e) rights of tenants as follows (unless specified, not subject to tenancies): \_\_\_\_\_
281. \_\_\_\_\_; and
282. (f) others (must be specified in writing): \_\_\_\_\_
283. \_\_\_\_\_.
284. **POSSESSION:** Builder shall deliver possession of the Property: *(Check one.)*
285. ☐ **IMMEDIATELY AFTER CLOSING;** or
286. ☐ **OTHER:** \_\_\_\_\_.
287. Builder agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property by
288. possession date.
289. **TITLE AND EXAMINATION:** As quickly as reasonably possible after Final Acceptance Date:
290. (a) Builder shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property, if
291. in Builder's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or
292. owner's title insurance policy shall be immediately returned to Builder, or licensee representing or assisting
293. Builder, upon cancellation of this Purchase Agreement; and
294. (b) Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including
295. but not limited to title searches, title examinations, abstracting, a title insurance commitment, or an attorney's
296. title opinion at Buyer's selection and cost and provide a copy to Builder.
297. Builder shall use Builder's best efforts to provide marketable title by the date of closing. Builder agrees to pay all costs and
298. fees necessary to convey marketable title including obtaining and recording all required documents, subject to the following:
299. In the event Builder has not provided marketable title by the date of closing, Builder shall have an additional thirty
300. (30) days to make title marketable or, in the alternative, Buyer may waive title defects by written notice to Builder.
301. In addition to the thirty (30)-day extension, Buyer and Builder may, by mutual agreement, further extend the closing
302. date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to the
303. other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled;
304. neither party shall be liable for damages here to the other. If either party declares this Purchase Agreement canceled,
305. Buyer and Builder shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
306. directing all earnest money paid here to be refunded to Buyer.
307. **GENERAL WARRANTIES:** Builder warrants that buildings are or shall be constructed entirely within the boundary lines
308. of the Property. Builder warrants that there is a right of access to the Property from a public right-of-way.
309. **MECHANIC'S LIENS:** Builder warrants that prior to the closing, payment in full shall have been made for all labor,
310. materials, machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection
311. with construction, alteration, or repair of any structure on or improvement to the Property. At closing, Builder shall
312. furnish proper individual lien waivers for all labor and materials provided.
313. **NOTICES:** Builder warrants that Builder has not received any notice from any governmental authority as to violation
314. of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Builder warrants that Builder
315. has not received any notice from any person or authority as to a breach of the covenants. Any notices received
316. by Builder shall be provided to Buyer immediately. Discriminatory restrictive covenants (e.g. provisions against
317. conveyance of property to any person of a specified religious faith, creed, national origin, race, or color) are illegal and
318. unenforceable. An owner of real property may permanently remove such restrictive covenants from the title by recording
319. a statutory form in the office of the county recorder of any county where the property is located.

**PURCHASE AGREEMENT:  
NEW CONSTRUCTION**

320. Page 8    Date \_\_\_\_\_

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

**PURCHASE AGREEMENT:  
NEW CONSTRUCTION**

374. Page 9 Date \_\_\_\_\_

375. Property located at \_\_\_\_\_.

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

377. (A) THE DISCOVERY OF A BREACH OF THE STATUTORY WARRANTIES SUMMARIZED ABOVE; OR

378. (B) FROM THE DISCOVERY OF A BREACH OF AN EXPRESSED WRITTEN WARRANTY TO BRING AN  
379. ACTION BASED ON THE BREACH.

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

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

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

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

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

401. **LIEN NOTICE:**

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

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

410. **METHAMPHETAMINE PRODUCTION DISCLOSURE:**

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

412. ☐ Builder is not aware of any methamphetamine production that has occurred on the Property.

413. ☐ Builder is aware that methamphetamine production has occurred on the Property.

414. (See Disclosure Statement: Methamphetamine Production.)

415. **CEMETERY ACT:** The following questions are to be answered to the best of Builder's knowledge.

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

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

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

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

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

**PURCHASE AGREEMENT:  
NEW CONSTRUCTION**

428. Page 10 Date \_\_\_\_\_

429. Property located at \_\_\_\_\_.
430. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender registry  
431. and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained by contacting the  
432. local law enforcement offices in the community where the Property is located or the Minnesota Department of Corrections  
433. at (651) 361-7200, or from the Department of Corrections web site at <https://coms.doc.state.mn.us/publicregistrantsearch>.

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

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

**PURCHASE AGREEMENT:  
NEW CONSTRUCTION**

481. Page 11 Date \_\_\_\_\_

482. Property located at \_\_\_\_\_.

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

486. **BUILDER AND BUYER INITIAL(S):** \_\_\_\_\_ Builder(s) \_\_\_\_\_ Buyer(s)

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

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

495. **AGENCY NOTICE**  
496. \_\_\_\_\_ is ☐ Builder's Agent ☐ Buyer's Agent ☐ Dual Agent ☐ Facilitator.  
(Licensee) -----(Check one.)-----  
497. \_\_\_\_\_  
(Real Estate Company Name)  
498. \_\_\_\_\_ is ☐ Builder's Agent ☐ Buyer's Agent ☐ Dual Agent ☐ Facilitator.  
(Licensee) -----(Check one.)-----  
499. \_\_\_\_\_  
(Real Estate Company Name)

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

501. **BUILDER'S CONTRIBUTION TO BUYER'S BROKER'S COMPENSATION:** Builder agrees to pay Buyer's Broker's  
502. Compensation at closing \_\_\_\_\_ percent (%) of the selling price or \$ \_\_\_\_\_, **whichever is**  
503. **greater.** This is in addition to any Builder's contribution to Buyer's closing costs paid at closing. This amount is in  
504. addition to the listing broker's offer of cooperating compensation, if any.

505. **DUAL AGENCY REPRESENTATION**  
506. **PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:**  
507. ☐ Dual Agency representation **DOES NOT** apply in this transaction. *Do not complete lines 508–524.*  
508. ☐ Dual Agency representation **DOES** apply in this transaction. *Complete the disclosure in lines 509–524.*  
509. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates a  
510. dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because  
511. the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for  
512. either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).  
513. Seller(s) and Buyer(s) acknowledge that  
514. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will  
515. remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other  
516. information will be shared;  
517. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and  
518. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of  
519. the sale.  
520. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker  
521. and its salesperson to act as dual agents in this transaction.  
522. Seller \_\_\_\_\_ Buyer \_\_\_\_\_  
523. Seller \_\_\_\_\_ Buyer \_\_\_\_\_  
524. Date \_\_\_\_\_ Date \_\_\_\_\_

**PURCHASE AGREEMENT:  
NEW CONSTRUCTION**

525. Page 12 Date \_\_\_\_\_

526. Property located at \_\_\_\_\_.

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

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

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

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

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

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

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

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

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

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

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

559. **OTHER:** \_\_\_\_\_

560. \_\_\_\_\_

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

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

563. ☐ Addendum to Purchase Agreement
564. ☐ Addendum to Purchase Agreement: Additional Signatures
565. ☐ Addendum to Purchase Agreement: Assumption Financing
566. ☐ Addendum to Purchase Agreement: Buyer Move-In Agreement
567. ☐ Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability
568. ☐ Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community ("CIC")
569. ☐ Addendum to Purchase Agreement: Contract for Deed Financing
570. ☐ Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards
571. ☐ Addendum to Purchase Agreement: Sale of Buyer's Property Contingency
572. ☐ Addendum to Purchase Agreement: Seller's Purchase/Lease Contingency
573. ☐ Addendum to Purchase Agreement: Seller's Rent Back Agreement
574. ☐ Addendum to Purchase Agreement: Short Sale Contingency
575. ☐ Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Water Inspection Contingency

576. ☐ Other: \_\_\_\_\_

**PURCHASE AGREEMENT:  
NEW CONSTRUCTION**

577. Page 13 Date \_\_\_\_\_

578. Property located at \_\_\_\_\_.

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

581. **I have reviewed all pages of this Purchase**  
582. **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.**

583. ☐ **If checked, this Purchase Agreement is subject to**  
584. **attached *Addendum to Purchase Agreement:***  
585. ***Counteroffer* and the Final Acceptance Date shall be**  
586. **noted on the *Addendum*.**

587. **FIRPTA:** Builder represents and warrants, under penalty  
588. of perjury, that Builder ☐ **IS** ☐ **IS NOT** a foreign person (i.e.,  
-----*(Check one.)*-----  
589. a non-resident alien individual, foreign corporation, foreign  
590. partnership, foreign trust, or foreign estate for purposes of  
591. income taxation. (See *lines 532-545*.) This representation  
592. and warranty shall survive the closing of the transaction  
593. and the delivery of the deed.

594. **X** \_\_\_\_\_ **X** \_\_\_\_\_  
(Builder's Signature) (Date) (Buyer's Signature) (Date)

595. **X** \_\_\_\_\_ **X** \_\_\_\_\_  
(Builder's Printed Name) (Buyer's Printed Name)

596. **X** \_\_\_\_\_ **X** \_\_\_\_\_  
(Builder's Signature) (Date) (Buyer's Signature) (Date)

597. **X** \_\_\_\_\_ **X** \_\_\_\_\_  
(Builder's Printed Name) (Buyer's Printed Name)

598. Builder's License Number \_\_\_\_\_

599. Builder's Federal ID Number \_\_\_\_\_

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

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

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

608. **BUILDER(S)** \_\_\_\_\_ **BUYER(S)** \_\_\_\_\_

609. **BUILDER(S)** \_\_\_\_\_ **BUYER(S)** \_\_\_\_\_

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

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1. Date \_\_\_\_\_

2. Page 1

3. BUYER(S): \_\_\_\_\_

4. \_\_\_\_\_

5. Buyer's earnest money in the amount of \_\_\_\_\_

6. \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

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

8. \_\_\_\_\_  
9. \_\_\_\_\_  
10. \_\_\_\_\_

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

12. Street Address: \_\_\_\_\_

13. City of \_\_\_\_\_, County of \_\_\_\_\_ State of Minnesota,

14. Zip Code \_\_\_\_\_, legally described as \_\_\_\_\_

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

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

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

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

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

21. \_\_\_\_\_ (collectively the "Property").

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

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

**PURCHASE PRICE:**

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

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

27. \_\_\_\_\_ Dollars,

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

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

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

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

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

**CLOSING DATE:**

37. The date of closing shall be \_\_\_\_\_ .

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

38. Page 2 Date \_\_\_\_\_

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

**MORTGAGE FINANCING:**

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

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

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

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

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

47. ☐ **CONVENTIONAL OR PRIVATELY INSURED CONVENTIONAL**

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

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

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

51. ☐ **OTHER** \_\_\_\_\_

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

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

59. ☐ **WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE DATE; OR**

60. ☐ **AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).**

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

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

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

69. OR

70. ☐ Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on  
71. or before \_\_\_\_\_.

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

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

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

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

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

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

83. Page 3 Date \_\_\_\_\_

84. Property located at \_\_\_\_\_.
85. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the stated closing date for
86. **ANY REASON** relating to financing, including, but not limited to interest rate and discount points, if any, then Seller
87. may, at Seller's option, declare this Purchase Agreement canceled, in which case this Purchase Agreement is
88. canceled. If Seller declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
89. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to
90. be **FORFEITED TO SELLER** as liquidated damages. In the alternative, Seller may seek all other remedies
91. allowed by law.
92. Notwithstanding the language in the preceding paragraph, Seller may not declare this Purchase Agreement
93. canceled if the reason this Purchase Agreement does not close was due to:
94. (a) Seller's failure to complete work orders to the extent required by this Purchase Agreement;
95. (b) Seller's failure to complete any other financing terms agreed to be completed by Seller here; or
96. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement, except
97. as specified in the contingency for sale and closing of Buyer's property.
98. If the Written Statement is not provided by the date specified on line 71, Seller may, at Seller's option, declare this
99. Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement,
100. in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase Agreement
101. canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation
102. and directing all earnest money paid here to be ☐ **RETAINED BY SELLER** ☐ **REFUNDED TO BUYER.**  
----- (Check one.) -----
103. If the Written Statement is not provided, and Seller has not previously canceled this Purchase Agreement, this
104. Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Seller
105. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all
106. earnest money paid here to be ☐ **RETAINED BY SELLER** ☐ **REFUNDED TO BUYER.**  
----- (Check one.) -----
107. **LENDER COMMITMENT WORK ORDERS:** Seller agrees to pay up to \$ \_\_\_\_\_ to
108. make repairs as required by the lender commitment. If the lender commitment is subject to any work orders for which
109. the cost of making said repairs shall exceed this amount, Seller shall have the following options:
110. (a) making the necessary repairs; or
111. (b) negotiating the cost of making said repairs with Buyer; or
112. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Seller
113. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all
114. earnest money paid here to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs
115. or escrow amounts related thereto above the amount specified on line 107 of this Purchase Agreement.
116. ☐ **SELLER** ☐ **BUYER** agrees to pay any reinspection fee required by Buyer's lender(s).  
----- (Check one.) -----
117. **FHA ESCAPE CLAUSE (FHA Financing only):** "It is expressly agreed that, notwithstanding any other provisions
118. of this contract, the purchaser shall not be obligated to complete the purchase of the Property described here or to
119. incur any penalty by forfeiture of earnest money deposits or otherwise, unless the purchaser has been given in
120. accordance with the Department of Housing and Urban Development ("HUD")/FHA or DVA requirements a written
121. statement by the Federal Housing Commissioner, Department of Veterans' Affairs, or a Direct Endorsement lender
122. setting forth the appraised value of the Property as not less than \$ \_\_\_\_\_ .  
(sale price)
123. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard
124. to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage
125. HUD will insure; HUD does not warrant the value nor the condition of the Property. The purchaser should satisfy
126. himself/herself that the price and condition of the Property are acceptable."
127. **LENDER PROCESSING FEES (FHA, DVA Financing Only):** Seller agrees to pay Buyer's closing fees and
128. miscellaneous processing fees which cannot be charged to Buyer, not to exceed \$ \_\_\_\_\_ .
129. This amount is in addition to Seller's Contributions to Buyer's Costs, if applicable.

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

130. Page 4    Date \_\_\_\_\_

131. Property located at \_\_\_\_\_.

132. **DVA FUNDING FEE (DVA Financing only):** Pursuant to federal regulations, a one-time Funding Fee based on loan  
133. amount, not otherwise waived, must be paid at the closing of this transaction as follows:

134. \_\_\_\_\_ paid by Buyer ☐ **AT CLOSING** ☐ **ADDED TO MORTGAGE AMOUNT**  
------(Check one.)-----

135. \_\_\_\_\_ paid by Seller

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

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

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

145. **OTHER MORTGAGE FINANCING ITEMS:** \_\_\_\_\_

146. \_\_\_\_\_

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

148. 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.)-----

149. ☐ \$ \_\_\_\_\_

150. ☐ \_\_\_\_\_ percent (%) of the sale price

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

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

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

159. (Check one.)

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

162. OR

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

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

171. OR

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

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

174. Page 5    Date \_\_\_\_\_

175. Property located at \_\_\_\_\_.

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

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

179. Buyer shall pay ☐ **PRORATED FROM DAY OF CLOSING** ☐ **ALL** ☐ **NONE** ☐ \_\_\_\_\_ /12ths **OF** real estate  
------(Check one.)-----  
180. taxes due and payable in the year of closing.

181. Seller shall pay ☐ **PRORATED TO DAY OF CLOSING** ☐ **ALL** ☐ **NONE** ☐ \_\_\_\_\_ /12ths **OF** real estate taxes  
------(Check one.)-----  
182. due and payable in the year of closing.

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

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

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

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

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

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

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

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

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

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

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

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

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

210. **ADDITIONAL PROVISIONS:**

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

212. cancellation of a previously executed purchase agreement dated \_\_\_\_\_.

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

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

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

217. Page 6    Date \_\_\_\_\_

218. Property located at \_\_\_\_\_.

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

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

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

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

248. ☐ **WARRANTY DEED** ☐ **PERSONAL REPRESENTATIVE'S DEED** ☐ **CONTRACT FOR DEED**

249. ☐ **TRUSTEE'S DEED** ☐ **Other:** \_\_\_\_\_ **Deed** joined in by spouse, if any, conveying  
250. marketable title, subject to

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

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

259. Page 7    Date \_\_\_\_\_

260. Property located at \_\_\_\_\_.

261. **POSSESSION:** Seller shall deliver possession of the Property: *(Check one.)*

262. ☐ **IMMEDIATELY AFTER CLOSING;** or

263. ☐ **OTHER:** \_\_\_\_\_.

264. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property  
265. by possession date.

266. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity,  
267. and natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining  
268. gallons of fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.

269. **TITLE AND EXAMINATION:** Within a reasonable time period after Final Acceptance Date, Seller shall provide one of  
270. the following title evidence options, at Seller's selection, which shall include proper searches covering bankruptcies,  
271. state and federal judgments and liens, and levied and pending special assessments to Buyer or Buyer's designated  
272. title service provider:

273. (a) A commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write  
274. title insurance in Minnesota as selected by Buyer. Seller shall be responsible for the title search and exam costs  
275. related to the commitment. Buyer shall be responsible for all additional costs related to the issuance of the title  
276. insurance policy(ies), including but not limited to the premium(s), Buyer's name search and plat drawing, if  
277. any. Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property,  
278. if in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or  
279. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or  
280. assisting Seller, upon cancellation of this Purchase Agreement.

281. (b) An Abstract of Title certified to date if Abstract Property or a Registered Property Abstract ("RPA") certified to date  
282. if Registered (Torrens) Property. Seller shall pay for the abstracting or RPA costs and deliver any abstract for  
283. this Property in Seller's possession or control to Buyer or Buyer's designated title service provider. Any abstract  
284. provided shall be immediately returned to Seller, or licensee representing or assisting Seller, upon cancellation of  
285. this Purchase Agreement. If Property is Abstract and Seller does not have an abstract of title, Option (a) will  
286. automatically apply.

287. Seller shall use Seller's best efforts to provide marketable title by the date of closing. In the event that Seller has not  
288. provided marketable title by the date of closing, Seller shall have an additional thirty (30) days to make title marketable  
289. or, in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the thirty (30)-day  
290. extension, Buyer and Seller may by mutual agreement further extend the closing date. Lacking such extension,  
291. either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee  
292. representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares  
293. this Purchase Agreement canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement*  
294. confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

295. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land  
296. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. This  
297. provision deals with the necessity of subdividing land to complete the sale of the Property described here in contrast  
298. to the subdivision provision of lines 231-232 which deals with the future development plans of Buyer. Seller warrants  
299. the legal description of the real Property to be conveyed has been or shall be approved for recording as of the date  
300. of closing. Seller warrants that there is a right of access to the Property from a public right-of-way.

301. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor,  
302. materials, machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing.

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

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

310. Page 8     Date \_\_\_\_\_

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

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

361. Page 9    Date \_\_\_\_\_

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

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

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

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

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

402. Page 10 Date \_\_\_\_\_

403. Property located at \_\_\_\_\_.

404. **AGENCY NOTICE**

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

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

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

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

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

410. **SELLER'S CONTRIBUTION TO BUYER'S BROKER'S COMPENSATION:** Seller agrees to pay buyer's broker's  
411. compensation at closing \_\_\_\_\_ percent (%) of the selling price or \$ \_\_\_\_\_, **whichever is**  
412. **greater.** This is in addition to any Seller's contribution to buyer's closing costs paid at closing. This amount is in  
413. addition to the listing broker's offer of cooperating compensation, if any.

414. **DUAL AGENCY REPRESENTATION**

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

416. ☐ Dual Agency representation DOES NOT apply in this transaction. *Do not complete lines 417-433.*

417. ☐ Dual Agency representation DOES apply in this transaction. *Complete the disclosure in lines 418-433.*

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

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

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

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

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

431. Seller \_\_\_\_\_ Buyer \_\_\_\_\_

432. Seller \_\_\_\_\_ Buyer \_\_\_\_\_

433. Date \_\_\_\_\_ Date \_\_\_\_\_

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

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

436. Page 11 Date \_\_\_\_\_

437. Property located at \_\_\_\_\_.

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

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

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

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

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

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

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

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

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

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

469. **OTHER:** \_\_\_\_\_

470. \_\_\_\_\_

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

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

473. ☐ Addendum to Purchase Agreement
474. ☐ Addendum to Purchase Agreement: Additional Signatures
475. ☐ Addendum to Purchase Agreement: Assumption Financing
476. ☐ Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability
477. ☐ Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community ("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 Hazards
480. ☐ Addendum to Purchase Agreement: Sale of Buyer's Property Contingency
481. ☐ Addendum to Purchase Agreement: Seller's Purchase/Lease Contingency
482. ☐ Addendum to Purchase Agreement: Seller's Rent Back Agreement
483. ☐ Addendum to Purchase Agreement: Short Sale Contingency
484. ☐ Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Water Inspection Contingency
485. ☐ Other: \_\_\_\_\_

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

486. Page 12 Date \_\_\_\_\_

487. Property located at \_\_\_\_\_.

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

490. **I have reviewed all pages of this Purchase**  
491. **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.**

492. ☐ **If checked, this Purchase Agreement is subject to**  
493. **attached *Addendum to Purchase Agreement:***  
494. ***Counteroffer* and the Final Acceptance Date shall**  
495. **be noted on the *Addendum*.**

496. **FIRPTA:** Seller represents and warrants, under penalty  
497. of perjury that Seller ☐ **IS** ☐ **IS NOT** a foreign person (i.e., a  
-----*(Check one.)*-----  
498. non-resident alien individual, foreign corporation, foreign  
499. partnership, foreign trust, or foreign estate for purposes of  
500. income taxation. (See *lines 441-454.*) This representation  
501. and warranty shall survive the closing of the transaction  
502. and the delivery of the deed.

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

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

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

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

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**  
512. ***DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION***  
513. ***AGREEMENT*, WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT SEPARATE FROM THIS PURCHASE**  
514. **AGREEMENT.**

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

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

## SHOWING AND COMPENSATION AGREEMENT (LEASE)

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1. Date \_\_\_\_\_

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

3. **DEFINITIONS:** This Agreement involves the property located at \_\_\_\_\_ ,  
4. City of \_\_\_\_\_ ,  
5. County of \_\_\_\_\_ , State of Minnesota, Zip Code \_\_\_\_\_ ,  
6. legally described as \_\_\_\_\_ (“Property”).  
7. Owner is \_\_\_\_\_ (“Owner”).  
(e.g., individual(s), estate, trust, corporation, etc.)  
8. Broker is \_\_\_\_\_ (“Broker”).  
(Real Estate Company Name)  
9. This Agreement starts on \_\_\_\_\_ , and ends one year from this date.  
10. This Agreement may only be canceled by written mutual agreement of the parties.

11. **SHOWING AGREEMENT:** Owner gives Broker permission to show and lease the Property to the prospective tenant(s)  
12. whose name(s) is/are: \_\_\_\_\_  
13. \_\_\_\_\_  
14. \_\_\_\_\_ (“Tenant”).  
15. Owner understands that this Agreement is only a compensation agreement for leasing Owner’s Property to the above-  
16. named prospective Tenant and Owner is not listing Owner’s Property with Broker. Owner understands that Owner  
17. can lease Owner’s Property to other tenants even though this Agreement has not expired.

18. **Owner understands that Broker is not representing Owner as Owner’s agent and that Broker is**  
19. **representing or assisting Tenant.**  
20. If Broker leases the Property, Broker may notify the Multiple Listing Service (“MLS”) of the price and terms of the lease  
21. and Property information. Owner understands this Agreement DOES NOT give Broker authority to rent or manage  
22. the Property. Owner acknowledges that neither Broker, the MLS, the Minnesota Association of REALTORS®, nor any  
23. other broker is insuring Owner or occupant against theft, loss, or vandalism.

24. **OWNER’S OBLIGATION:** Owner shall keep Broker notified of new information important to the lease of the Property.  
25. Owner shall cooperate with Broker in leasing the Property. Owner agrees to provide and pay for any inspections and  
26. reports required by any governmental authority. Owner agrees to provide unit owners’ association documents, if  
27. required. Owner shall remain responsible for security, maintenance, utilities, and insurance while Owner owns the  
28. Property, and for safekeeping, securing, and/or concealing any valuable personal property. Owner has the full legal  
29. right to lease the Property.

30. **RECORDING ON THE PROPERTY:** Owner understands that MN Statute 626A.02 specifically prohibits the interception  
31. of oral communications without the consent of at least one of the two parties to the communication. Owner should seek  
32. appropriate legal advice regarding compliance with this statute if Owner intends to utilize technology that may intercept  
33. oral communications between persons other than Owner.

34. **NOTICE: THE COMPENSATION FOR THE SALE, LEASE, RENTAL, OR MANAGEMENT OF REAL PROPERTY**  
35. **SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER’S CLIENT.**  
36. **BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.**

## SHOWING AND COMPENSATION AGREEMENT (LEASE)

37. Page 2

38. Property located at \_\_\_\_\_.
39. **BROKER'S COMPENSATION:** Owner shall pay Broker, as Broker's compensation, as follows:
40. \_\_\_\_\_
41. \_\_\_\_\_
42. if Owner leases or agrees to lease the Property before this Agreement expires, regardless of whether Tenant fulfills all
43. Tenant's obligations under the lease. Owner agrees to pay Broker's compensation whether Broker, Owner, or anyone
44. else leases this Property to a tenant. Owner agrees to pay Broker's compensation in full upon entering into a lease
45. agreement with Tenant, unless otherwise specified on lines 40-41.
46. OWNER UNDERSTANDS THAT IF OWNER ENTERS INTO A LISTING CONTRACT OR A FACILITATOR SERVICES
47. AGREEMENT WITH ANOTHER LICENSED REAL ESTATE BROKER DURING THE TERM OF THIS AGREEMENT
48. AND LEASES THE PROPERTY TO THE ABOVE-NAMED PROSPECTIVE TENANT, OWNER MAY BE OBLIGATED
49. TO PAY COMPENSATION TO BOTH BROKERS.
50. To secure payment of Broker's compensation, Owner hereby assigns to Broker the gross proceeds from the lease of
51. the Property in an amount equal to the compensation due to Broker under this Agreement.
52. **OTHER POTENTIAL OWNERS:** Owner understands that Broker may list other properties during the term of this
53. Agreement. Owner consents to Broker representing such other potential owners before, during, and after the expiration
54. of this Agreement.
55. **PREVIOUS AGENCY RELATIONSHIPS:** Broker or licensee may have had a previous agency relationship with a
56. potential tenant of Owner's Property. Owner acknowledges that Broker and licensee are legally required to keep
57. information regarding the ultimate price and terms the tenant would accept and the motivation for leasing confidential,
58. if known.
59. **INDEMNIFICATION:** Broker will rely on the accuracy of the information Owner provides to Broker. Owner agrees
60. to indemnify and hold harmless Broker from and against any and all claims, liability, damage, or loss arising from any
61. misrepresentation, misstatement, omission of fact, or breach of a promise by Owner. Owner agrees to indemnify and
62. hold harmless Broker from any and all claims or liability related to damage or loss to the Property or its contents, or any
63. injury to persons in connection with the showing of the Property. Indemnification by Owner shall not apply if the
64. damage, loss, or injury is the result of the gross negligence or willful misconduct of the Broker.
65. **LEAD-BASED PAINT:** If any structure on the Property was built before 1978, Owner shall provide to Broker and
66. prospective tenants a Disclosure of Lead-Based Paint and Lead-Based Paint Hazards as required by the U.S.
67. Department of Housing and Urban Development.
68. **FAIR HOUSING NOTICE:** Owner understands that Owner may not refuse to lease, or discriminate in the terms,
69. conditions, or privileges of lease, to any person due to race, color, creed, religion, national origin, sex, marital
70. status, status with regard to public assistance, handicap (whether physical or mental), sexual orientation, or family
71. status. Owner understands further that local ordinances may include other protected classes.
72. **ADDITIONAL NOTICES AND TERMS:** As of this date Owner has not received notices from any municipality,
73. government agency, or unit owners' association about the Property, nor has Owner received any notice of a contract
74. for deed cancellation or notice of mortgage foreclosure except as disclosed in writing to Broker at the time of execution
75. of this Agreement. Owner agrees to promptly inform Broker, in writing, of any notices of such types that Owner receives
76. during the term of this Agreement.
77. **ENTIRE AGREEMENT:** This Agreement and all addenda and amendments signed by the parties shall constitute the
78. entire agreement between Owner and Broker. Any other written or oral communication between Owner and Broker,
79. including, but not limited to, e-mails, text messages, or other electronic communications are not part of this Agreement.
80. This Agreement can be modified or canceled only in writing signed by Owner and Broker or by operation of law. All
81. monetary sums are deemed to be United States currency for purposes of this Agreement.
82. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to
83. this transaction constitute valid, binding signatures.
84. **CONSENT FOR COMMUNICATION:** Owner authorizes Broker and its representatives to contact Owner by mail,
85. phone, fax, e-mail, text message or other means of communication during the term of this Agreement and anytime
86. thereafter.

**SHOWING AND COMPENSATION  
AGREEMENT (LEASE)**

87. Page 3

88. Property located at \_\_\_\_\_.

89. **OTHER:** \_\_\_\_\_

90. \_\_\_\_\_

91. \_\_\_\_\_

92. \_\_\_\_\_

93. \_\_\_\_\_

94. **BROKER**

**OWNER**

95. **ACCEPTED BY:** \_\_\_\_\_  
(Real Estate Company Name)

**ACCEPTED BY:** \_\_\_\_\_  
(Owner's Signature)

96. By: \_\_\_\_\_  
(Licensee's Signature)

\_\_\_\_\_  
(Owner's Printed Name)

97. \_\_\_\_\_  
(Licensee's Printed Name)

\_\_\_\_\_  
(Date)

98. \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address)

99. \_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip)

100. \_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Phone)

101. \_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(E-Mail Address)

102. \_\_\_\_\_  
(E-Mail Address)

**OWNER**

**ACCEPTED BY:** \_\_\_\_\_  
(Owner's Signature)

\_\_\_\_\_  
(Owner's Printed Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(E-Mail Address)

111. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN OWNER AND BROKER.**  
112. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

## SHOWING AND COMPENSATION AGREEMENT (PURCHASE)

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1. Date \_\_\_\_\_

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

3. **DEFINITIONS:** This Agreement involves the property located at \_\_\_\_\_ ,

4. City of \_\_\_\_\_ ,

5. County of \_\_\_\_\_ , State of Minnesota, Zip Code \_\_\_\_\_ ,

6. legally described as \_\_\_\_\_ ("Property").

7. Seller is \_\_\_\_\_ ("Seller").  
(e.g., individual(s), estate, trust, corporation, etc.)

8. Broker is \_\_\_\_\_ ("Broker").  
(Real Estate Company Name)

9. This Agreement starts on \_\_\_\_\_ , and ends one year from this date.

10. **SHOWING AGREEMENT:** Seller gives Broker permission to show and sell the Property to the prospective buyer(s) whose  
11. name(s) is/are:

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

13. \_\_\_\_\_

14. \_\_\_\_\_ ("Buyer").

15. Seller understands that this Agreement is only a compensation agreement for selling Seller's Property to the above-  
16. named prospective Buyer and Seller is not listing Seller's Property with Broker. Seller understands that Seller can  
17. sell Seller's Property to other buyers even though this Agreement has not expired.

18. **Seller understands that Broker is not representing Seller as Seller's agent and that Broker is**  
19. **representing or assisting Buyer.**

20. If Broker sells the Property, Broker may notify the Multiple Listing Service ("MLS") of the price and terms of the sale and  
21. Property information. Seller understands this Agreement DOES NOT give Broker authority to rent or manage the  
22. Property. Seller acknowledges that neither Broker, the MLS, the Minnesota Association of REALTORS®, nor any other  
23. broker is insuring Seller or occupant against theft, loss, or vandalism.

24. **SELLER'S OBLIGATION:** Seller shall keep Broker notified of new information important to the sale of the Property.  
25. Seller shall cooperate with Broker in selling the Property. Seller shall provide Buyer with a completed *Disclosure*  
26. *Statement: Seller's Property Disclosure Statement* or a *Disclosure Statement: Seller's Disclosure Alternatives* form  
27. and all pertinent information relative to the Property. Seller agrees to provide and pay for any inspections and reports  
28. required by any governmental authority. Seller agrees to provide unit owners' association documents, if required.  
29. Seller shall remain responsible for security, maintenance, utilities, and insurance while Seller owns the Property, and  
30. for safekeeping, securing, and/or concealing any valuable personal property. Seller shall surrender any abstract of  
31. title and a copy of any owner's title insurance policy for this Property, if in Seller's possession or control, to buyer or  
32. buyer's designated title service provider. Any abstract of title or owner's title insurance policy provided shall be immediately  
33. returned to Seller upon cancellation of a purchase agreement. Seller shall take all actions necessary to convey  
34. marketable title by the date of closing as agreed to in a purchase agreement. Seller shall sign all documents necessary  
35. to transfer to buyer marketable title to the Property. Seller has the full legal right to sell the Property.

36. **RECORDING ON THE PROPERTY:** Seller understands that MN Statute 626A.02 specifically prohibits the interception  
37. of oral communications without the consent of at least one of the two parties to the communication. Seller should seek  
38. appropriate legal advice regarding compliance with this statute if Seller intends to utilize technology that may intercept  
39. oral communications between persons other than Seller.

**SHOWING AND COMPENSATION  
AGREEMENT (PURCHASE)**

40. Page 2

41. Property located at \_\_\_\_\_.
42. **NOTICE: THE COMPENSATION FOR THE SALE, LEASE, RENTAL, OR MANAGEMENT OF REAL PROPERTY**  
43. **SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.**  
44. **BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.**
45. **BROKER'S COMPENSATION:** Seller shall pay Broker, as Broker's compensation, \_\_\_\_\_ percent (%) of the  
46. selling price or \$ \_\_\_\_\_, whichever is greater, if Seller sells or agrees to sell the Property  
47. to the above-named prospective Buyer during the term of this Agreement. Seller agrees to pay Broker's compensation  
48. in full upon the happening of any of the following events:  
49. 1. the closing of the sale; or  
50. 2. Seller's refusal to close the sale.
51. SELLER UNDERSTANDS THAT IF SELLER ENTERS INTO A LISTING CONTRACT OR A FACILITATOR SERVICES  
52. AGREEMENT WITH ANOTHER LICENSED REAL ESTATE BROKER DURING THE TERM OF THIS AGREEMENT  
53. AND SELLS THE PROPERTY TO THE ABOVE-NAMED PROSPECTIVE BUYER, SELLER MAY BE OBLIGATED  
54. TO PAY COMPENSATION TO BOTH BROKERS.
55. To secure payment of Broker's compensation, Seller hereby assigns to Broker the gross proceeds from the sale of  
56. the Property in an amount equal to the compensation due to Broker under this Agreement.
57. **ADDITIONAL COSTS:** Seller acknowledges that Seller may be required to pay certain closing costs, which may  
58. effectively reduce the proceeds from the sale.
59. Seller understands that mortgage financing services usually are paid for by the buyer; however, certain loans may  
60. require Seller to pay a portion of the fees for the mortgage loan. Seller understands that Seller shall not be required  
61. to pay the financing fees on any mortgage without giving Seller's written consent.
62. **CLOSING SERVICES:**
63. **NOTICE:** THE REAL ESTATE BROKER, LICENSEE, OR REAL ESTATE CLOSING AGENT HAS NOT EXPRESSED  
64. AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS OPINIONS REGARDING THE LEGAL  
65. EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING ITSELF.
66. After a purchase agreement for the Property is signed, arrangements must be made to close the transaction. Seller  
67. understands that no one can require Seller to use a particular person in connection with a real estate closing and that  
68. Seller may arrange for a qualified closing agent or Seller's attorney to conduct the closing.
69. Seller's choice for closing services: *(Check one.)*
70. ☐ Seller directs Broker to arrange for a qualified closing agent to conduct the closing.
71. ☐ Seller shall arrange for a qualified closing agent or Seller's attorney to conduct the closing.
72. \_\_\_\_\_  
(Seller's Initials) (Seller's Initials)
73. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code  
74. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must  
75. withhold tax from the transferor ("Seller") if the transferor ("Seller") is a foreign person, provided there are no applicable  
76. exceptions from FIRPTA withholding.
77. Seller represents and warrants that Seller ☐ IS ☐ IS NOT a foreign person (i.e., a non-resident alien individual,  
-----*(Check one.)*-----  
78. foreign corporation, foreign partnership, foreign trust, or foreign estate) for purposes of income taxation.
79. Due to the complexity and potential risks of failing to comply with FIRPTA, Seller should **seek appropriate legal and**  
80. **tax advice regarding FIRPTA compliance, as Broker will be unable to confirm whether Seller is a foreign person**  
81. **or whether the withholding requirements of FIRPTA apply.**

**SHOWING AND COMPENSATION  
AGREEMENT (PURCHASE)**

82. Page 3

83. Property located at \_\_\_\_\_.
84. **OTHER POTENTIAL SELLERS:** Seller understands that Broker may list other properties during the term of this Agreement.
85. Seller consents to Broker representing such other potential sellers before, during, and after the expiration of this
86. Agreement.
87. **PREVIOUS AGENCY RELATIONSHIPS:** Broker or licensee may have had a previous agency relationship with a
88. potential buyer of Seller's Property. Seller acknowledges that Broker and licensee are legally required to keep information
89. regarding the ultimate price and terms the buyer would accept and the motivation for buying confidential, if known.
90. **INDEMNIFICATION:** Broker will rely on the accuracy of the information Seller provides to Broker. Seller agrees
91. to indemnify and hold harmless Broker from and against any and all claims, liability, damage, or loss arising from any
92. misrepresentation, misstatement, omission of fact, or breach of a promise by Seller. Seller agrees to indemnify and hold
93. harmless Broker from any and all claims or liability related to damage or loss to the Property or its contents, or any
94. injury to persons in connection with the showing of the Property. Indemnification by Seller shall not apply if the damage,
95. loss, or injury is the result of the gross negligence or willful misconduct of the Broker.
96. **LEAD-BASED PAINT:** If any structure on the Property was built before 1978, Seller shall provide to Broker and
97. prospective buyers a Disclosure of Lead-Based Paint and Lead-Based Paint Hazards as required by the U.S. Department
98. of Housing and Urban Development.
99. **FAIR HOUSING NOTICE:** Seller understands that Seller may not refuse to sell, or discriminate in the terms, conditions,
100. or privileges of sale, to any person due to race, color, creed, religion, national origin, sex, marital status, status
101. with regard to public assistance, handicap (whether physical or mental), sexual orientation, or family status. Seller
102. understands further that local ordinances may include other protected classes.
103. **ADDITIONAL NOTICES AND TERMS:** As of this date Seller has not received notices from any municipality, government
104. agency, or unit owners' association about the Property that Seller has not informed Broker about in writing. Seller
105. agrees to promptly inform Broker, in writing, of any notices of that type that Seller receives during the term of this
106. Agreement.
107. This shall serve as Seller's written notice granting Broker permission to obtain mortgage information (e.g., mortgage
108. balance, interest rate, payoff, and/or assumption figures, etc.) regarding any existing financing on this Property. A
109. copy of this document shall be as valid as the original.
110. **ENTIRE AGREEMENT:** This Agreement and all addenda and amendments signed by the parties shall constitute the
111. entire agreement between Seller and Broker. Any other written or oral communication between Seller and Broker,
112. including, but not limited to, e-mails, text messages, or other electronic communications are not part of this Agreement.
113. This Agreement can be modified or canceled only in writing signed by Seller and Broker or by operation of law. All
114. monetary sums are deemed to be United States currency for purposes of this Agreement.
115. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to
116. this transaction constitute valid, binding signatures.
117. **CONSENT FOR COMMUNICATION:** Seller authorizes Broker and its representatives to contact Seller by mail, phone,
118. fax, e-mail, text message or other means of communication during the term of this Agreement and anytime thereafter.
119. **OTHER:** \_\_\_\_\_
120. \_\_\_\_\_
121. \_\_\_\_\_

**SHOWING AND COMPENSATION  
AGREEMENT (PURCHASE)**

122. Page 4

123. Property located at \_\_\_\_\_.

124. **BROKER**

**SELLER**

125. **ACCEPTED BY:** \_\_\_\_\_  
(Real Estate Company Name)

**ACCEPTED BY:** \_\_\_\_\_  
(Seller's Signature)

126. By: \_\_\_\_\_  
(Licensee's Signature)

\_\_\_\_\_  
(Seller's Printed Name)

127. \_\_\_\_\_  
(Licensee's Printed Name)

\_\_\_\_\_  
(Date)

128. \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Marital Status)

129. \_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

130. \_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(City/State/Zip)

131. \_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Phone)

132. \_\_\_\_\_  
(E-Mail Address)

\_\_\_\_\_  
(E-Mail Address)

133. \_\_\_\_\_  
**SELLER**

134. \_\_\_\_\_  
**ACCEPTED BY:** \_\_\_\_\_  
(Seller's Signature)

135. \_\_\_\_\_  
(Seller's Printed Name)

136. \_\_\_\_\_  
(Date)

137. \_\_\_\_\_  
(Marital Status)

138. \_\_\_\_\_  
(Address)

139. \_\_\_\_\_  
(City/State/Zip)

140. \_\_\_\_\_  
(Phone)

141. \_\_\_\_\_  
(E-Mail Address)

142. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN SELLER AND BROKER.**  
143. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

**TENANT REPRESENTATION  
CONTRACT: EXCLUSIVE**

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which disclaims any liability arising out of use or misuse of this form.  
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1. Date \_\_\_\_\_

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

3. **DEFINITIONS:** Tenant is \_\_\_\_\_ (“Tenant”).  
(e.g., individual(s), estate, trust, corporation, etc.)

4. Broker is \_\_\_\_\_ (“Broker”).  
(Real Estate Company Name)

5. Tenant gives Broker the exclusive right to locate and/or negotiate for the lease or option to lease (“Lease”) property  
6. at a price and with terms acceptable to Tenant. This Contract starts on \_\_\_\_\_, and  
7. ends at 11:59 P.M. on \_\_\_\_\_. This Contract terminates upon successful Lease  
8. of property or expiration or cancellation of this Contract, whichever occurs first.  
9. This Contract may only be canceled by written mutual agreement of the parties.

10. **BROKER’S OBLIGATION:** Broker shall make a reasonable effort to locate property acceptable to Tenant. Broker  
11. shall use professional knowledge and skills to locate and/or negotiate for the Lease of property. Broker shall act in  
12. Tenant’s best interest at all times, subject to any limitations imposed by law or dual agency. Broker shall comply with  
13. all applicable fair housing and nondiscrimination regulations.

14. **TENANT’S OBLIGATION:** Tenant shall work exclusively with Broker for the Lease of property. Tenant shall promptly  
15. furnish to Broker or owner accurate and relevant personal financial information to ascertain Tenant’s ability to Lease  
16. property, if requested. Tenant shall cooperate with Broker in finding a property to Lease. After a lease agreement has  
17. been accepted by owner, Tenant is legally obligated to perform under the terms of that lease agreement. If Tenant  
18. refuses to commence the tenancy for any reason other than the failure of owner to perform, subject to relevant  
19. contingencies, Tenant shall pay Broker all compensation due under this Contract.

20. **NOTICE: THE COMPENSATION RATE FOR THE PURCHASE, LEASE, RENTAL OR MANAGEMENT OF REAL**  
21. **PROPERTY SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL REAL ESTATE BROKER AND THE**  
22. **BROKER’S CLIENT. BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.**

23. **BROKER’S COMPENSATION:** *(Fill in all blanks.)*

24. If Tenant, or any other person acting on Tenant’s behalf, agrees to Lease any property during the term of this Contract,  
25. the following compensation will apply.

26. 1. Tenant agrees to pay Broker a retainer fee of \$ \_\_\_\_\_ at the commencement of this  
27. Contract, which fee shall be kept by Broker whether or not Tenant Leases property. The retainer fee shall  
28. apply toward satisfaction of any obligation to compensate Broker.

29. 2. Tenant shall pay Broker a compensation of \_\_\_\_\_

30. \_\_\_\_\_. Tenant shall pay this compensation if:

31. A. Tenant Leases or agrees to Lease a property before the expiration of this Contract, even if Tenant does  
32. not use Broker’s services; or

33. B. within \_\_\_\_\_ day(s) *(not to exceed six (6) months)* after the expiration of this Contract, Tenant Leases  
34. property which either Broker or licensee representing Tenant has physically shown Tenant or in which  
35. Tenant has made an affirmative showing of interest to Broker or licensee representing Tenant before the  
36. expiration of this Contract, as long as Broker has identified this property on a written list Broker gives to  
37. Tenant within 72 hours after the expiration of this Contract.

38. Broker is authorized to negotiate and receive compensation paid by owner, or broker representing or assisting owner,  
39. if Broker informs Tenant in writing before Tenant signs a Lease on the property. Any compensation accepted by  
40. Broker from owner, or broker representing or assisting owner, **SHALL** reduce any obligation of Tenant to pay the  
41. compensation.

42. Tenant understands that Tenant does not have to pay Broker’s compensation if Tenant signs another valid tenant  
43. representation contract or facilitator services agreement after the expiration or cancellation of this Contract, under  
44. which Tenant is obligated to compensate another licensed real estate broker.

**TENANT REPRESENTATION  
CONTRACT: EXCLUSIVE**

45. Page 2

46. **CAUTION: TENANT'S ACTIONS IN LOCATING A PROPERTY MAY AFFECT PAYMENT OF COMPENSATION**  
47. **BY OWNER(S) AND MAY THEREFORE OBLIGATE TENANT TO PAY ALL OR PART OF THE**  
48. **COMPENSATION. FOR EXAMPLE: THE ACT OF VIEWING A PROPERTY UNACCOMPANIED BY**  
49. **TENANT'S BROKER OR LICENSEE REPRESENTING TENANT; REGISTRATION ON-LINE WITH A**  
50. **PROPERTY MANAGEMENT COMPANY; OR SIGNING A LEASE AGREEMENT THROUGH**  
51. **ANOTHER BROKER OR WITH OWNER (FOR LEASE BY OWNER) MAY REQUIRE TENANT'S PAYMENT**  
52. **OF THE FULL COMPENSATION TO TENANT'S BROKER.**

53. **ADDITIONAL COSTS:** Tenant acknowledges that Tenant may be required to pay certain costs in Leasing or attempting  
54. to Lease a property, including but not limited to application fees, credit checks and background checks.

55. **AGENCY REPRESENTATION:** If the Tenant chooses to Lease a property listed by Broker, a dual agency will be  
56. created. This means that Broker will represent both the Tenant and the owner, and owe the same duties to the owner  
57. that Broker owes to the Tenant. This conflict of interest will prohibit Broker from advocating exclusively on the Tenant's  
58. behalf. Dual agency will limit the level of representation Broker can provide. If a dual agency should arise, the Tenant will  
59. need to agree that confidential information about price, terms and motivation will still be kept confidential unless the  
60. Tenant instructs Broker in writing to disclose specific information about the Tenant. All other information will be shared.  
61. Broker cannot act as a dual agent unless both the Tenant and the owner agree to it. By agreeing to a possible dual  
62. agency, the Tenant will be giving up the right to exclusive representation in an in-house transaction. However, if the  
63. Tenant should decide not to agree to a possible dual agency, and the Tenant wants Broker to represent the Tenant,  
64. the Tenant may give up the opportunity to Lease the properties listed by Broker.

65. Tenant's Instructions to Broker:

66. Having read and understood this information about dual agency, Tenant now instructs Broker as follows:

67. ☐ Tenant will agree to a dual agency representation and will consider properties listed by Broker.

68. ☐ Tenant will not agree to a dual agency representation and will not consider properties listed by Broker.

69. Real Estate Company Name: \_\_\_\_\_

70. \_\_\_\_\_ Tenant: \_\_\_\_\_

71. By: \_\_\_\_\_ Tenant: \_\_\_\_\_  
(Licensee)

72. \_\_\_\_\_ Date: \_\_\_\_\_

73. **OTHER POTENTIAL TENANTS:** Tenant understands that other potential tenants may consider and/or make offers to  
74. lease through Broker the same or similar properties as Tenant is seeking to Lease. Tenant consents to Broker  
75. representing such other potential tenants before, during and after the expiration of this Contract.

76. **PREVIOUS AGENCY RELATIONSHIPS:** Broker, or licensee representing Tenant, may have had a previous agency  
77. relationship with an owner of a property Tenant is interested in Leasing. Tenant acknowledges that Tenant's Broker,  
78. or licensee representing Tenant, is legally required to keep information regarding the ultimate price and terms the  
79. owner would accept and the motivation for leasing confidential, if known.

80. **TERMINATION OF FIDUCIARY DUTIES:** Broker's fiduciary duties, except the duty of confidentiality, terminate upon  
81. Tenant's successful Lease of a property or expiration or cancellation of this Contract, whichever occurs first.

82. **LEAD-BASED PAINT:** If any structure on the property was built before 1978, owner shall provide to Broker and  
83. prospective tenants a Disclosure of Lead-Based Paint and Lead-Based Paint Hazards as required by the U.S.  
84. Department of Housing and Urban Development.

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

**TENANT REPRESENTATION  
CONTRACT: EXCLUSIVE**

90. Page 3

91. **ENTIRE AGREEMENT:** This Contract and all addenda and amendments signed by the parties shall constitute the  
92. entire agreement between Tenant and Broker. Any other written or oral communication between Tenant and Broker,  
93. including, but not limited to, e-mails, text messages, or other electronic communications are not part of this Contract.  
94. This Contract can be modified or canceled only in writing signed by Tenant and Broker or by operation of law. All  
95. monetary sums are deemed to be United States currency for purposes of this Contract.

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

98. **CONSENT FOR COMMUNICATION:** Tenant authorizes Broker and its representatives to contact Tenant by mail,  
99. phone, fax, e-mail, text message or other means of communication during the term of this Contract and anytime  
100. thereafter.

101. **OTHER:** \_\_\_\_\_

102. \_\_\_\_\_

103. **BROKER**

104. **ACCEPTED BY:** \_\_\_\_\_  
(Real Estate Company Name)

**TENANT**

**ACCEPTED BY:** \_\_\_\_\_  
(Tenant's Signature)

105. By: \_\_\_\_\_  
(Licensee's Signature)

\_\_\_\_\_  
(Tenant's Printed Name)

106. \_\_\_\_\_  
(Licensee's Printed Name)

\_\_\_\_\_  
(Date)

107. \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address)

108. \_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip)

109. \_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Phone)

110. \_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(E-Mail Address)

111. \_\_\_\_\_  
(E-Mail Address)

**TENANT**

**ACCEPTED BY:** \_\_\_\_\_  
(Tenant's Signature)

\_\_\_\_\_  
(Tenant's Printed Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(E-Mail Address)

**THIS IS A LEGALLY BINDING CONTRACT BETWEEN TENANT AND BROKER.  
IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**