

Purchase Agreement Packet and Instructions REO / Bank Owned Properties

PLEASE READ CAREFULLY

The seller requires that all the following items be completed and submitted with all offers:

- MN Purchase agreement (“PA”) and all required addendums that pertain
- All attached bank – required addendums
- Earnest money copy
- Buyer Financial Disclosure Statement- located on www.mnrealtor.com website under forms

Earnest Money: Minimum \$1000. A copy of a personal check is okay with offer submission; however upon acceptance a **Cashiers Check** is required. Earnest money must be sent once seller accepts the offer. Check should be mailed to PO BOX 369 Milaca MN 56353 or hand delivered to listing agent.

Financing: Seller may require that listing agent make contact with buyer’s lender to determine that buyer can perform on time and with terms accepted. Please make sure that your buyer(s) can perform on time as agreed upon in the PA. Per Diem charges will be enforced and range from \$50 - \$150 per day per seller. Seller will accept only CASH and New Financing for terms of payment. No Contract for Deed will be considered. Cash offers require verification of funds in the form of a letter or bank statement signed by an official from the bank showing that funds are available for the purchase. Buyer’s Financial Disclosure Statement is with financed offers.

NO CONTINGENT OFFERS: No offers contingent on the sale of another property will be considered. Offers contingent on the successful closing of an already accepted offer will be considered, but terms and acceptance is solely at the discretion of the seller.

Personal Property: Appliances are considered personal property unless permanently attached. If appliances are left at the property, the seller doesn’t make any warranties as to the condition or usability of the personal property. Therefore, personal property is not included in the PA and no Personal Property Bill of Sales will be accepted.

Lead Paint Addendum: If property is built prior to 1978, include a Lead Base Paint Addendum. Seller will sign with accepted PA.

Septic and Well: Property with private well and septic, make sure that correct forms are included the offers. If subject has a private well and septic then a Septic Disclosure and Well Disclosure need to be included.

Title and Closing: Seller may require buyer to use same title company as seller to help expedite a quick closing. Buyer is not required to use same location as seller. Please read the sellers counter addendums for title company and the seller requirements. Majority of closings are through First American Title (FATCO), Burnet Title, First Financial and a few others. CASH *15-30 day closings. Conventional* 30-45 day closings. FHA/DVA*45-60 day closings. Rural Development and 203k Renovation Loans* 60 + days closings, are suggested to avoid extensions. Title to the property will be made in the form of a Limited Warranty Deed or Special Warranty Deed only. The buyer’s name on the PA must be the same as the person taking title to the property. No assignments of the PA. Seller’s title companies are usually FATCO-ATI, West Title, First Financial, and Burnet Title.

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Inspections: Buyers are encouraged to obtain a home inspection at buyer’s expense all offers subject to an inspection continue to be actively shown and all offers will be presented during the contingency of the home inspection. Buyer has the right to terminate an accepted agreement based on the results of the inspection if done so in writing within the time specified on PA. If buyer doesn’t terminate within the time specified, buyer acknowledges acceptance of physical condition of property. Start of inspection will depend on the final sellers addendums and varies per seller. Selling Agent will be responsible for understanding timeframe.

Possession: NO KEYS or items that allow access will be given to buyer prior to closing. Time is of the Essence. If a buyer closes at a closing company not designated by the seller possession doesn’t take place until

Here is a list of the forms that you as the agent representing your buyer need to include if they pertain to this property.

- It is your job is to understand which forms are needed to accurately submit an offer in its entirety.
- Coversheet and attached addendums are necessary
- MN Purchase Agreement
- Financing Addendum
- Sellers Contribution to Closing Costs
- Inspection Addendum
- Lead Paint Addendum – if applicable
- Septic and Well Contingency Addendum
- Septic Disclosure
- Well Disclosure
- Meth
- Arbitration Disclosure
- Sellers Disclosure Elective
- Buyers Financial Disclosure Statement (optional)
- Copy of EM for offer negotiations- Cashiers check Payable to Home 2 Home Properties
- Proof of Funds – letter from the source that is verifying the funds, needs to include name, address, phone number and
email address.
- Preapproval Letter for a Mortgage Company or Lender – not a Mortgage Broker
- Preapproval letter should state type of financing, verification of down payment source, application status and verification if credit has been pulled. Lender needs to provide bank address, phone number and email address.

Offer Summary Form

This is to be included with all submissions

Property Address: _____

Agent: _____ MLS ID #: _____

Company Name and Address _____

Phone: _____ Email _____

Buyer's name as it will appear on the title work:

Name #1: _____ Name # 2 _____

Offer Amount: _____ Close Date: _____

Earnest Money: _____ Inspection: _____

Financing:

Conventional ___ Rural Development ___ FHA ___ VA ___ Line of Credit ___ Cash ___

Buyer's Closing Costs: \$ _____

Repairs or specific requirements _____

Contingencies Yes / No If yes what type: _____

Other pertinent information:

**Due to the need of document and track negotiations,
E-MAIL is our preferred method of communication!!**

Our email address is: home2homeproperties@yahoo.com

Our phone number is: (320) 983-3555

Our Fax number is: (320) 983-3557

Efax number is: (320) 205-2222

New MN law for carbon monoxide alarms

Background: The 2006 legislative session passed a new carbon monoxide (CO) law (Minn. Stat. § 299F.50) requiring CO alarms in all single-family homes and multifamily apartment units. Every single-family dwelling and every multifamily dwelling unit shall be provided with an approved and fully operational carbon monoxide alarm.

Effective Dates:

- Effective January 1, 2007 all newly constructed single family homes and multifamily dwelling units for which building permits were issued on or after January 1, 2007 shall be provided with an approved carbon monoxide alarm
- Effective August 1, 2008, all existing single family homes shall be equipped with an approved carbon monoxide alarm meeting U/L specifications.
- Effective August 1, 2009 all other multifamily or apartment dwelling units shall be provided with approved CO alarm.

General Location Requirements:

- Within ten (10) feet of each room lawfully used for sleeping purposes.

Listing or Certification of Detectors:

- All CO alarms shall be certified by a nationally recognized testing laboratory to conform to the latest Underwriters Laboratory (UL) Standards (also known as UL2034 Standards).

Owner Responsibilities in Multifamily Dwellings:

- It shall be the owner's responsibility of a multifamily dwelling that is required to be equipped with carbon monoxide alarms to:
 - (1) Provide and install one approved and operational carbon monoxide alarm within ten feet of each room lawfully used for sleeping; and
 - (2) Replace any required carbon monoxide alarm that has been stolen, removed, found missing, or rendered inoperable during a prior occupancy of the dwelling unit and which has not been replaced by the occupant prior to the commencement of a new occupancy of a dwelling unit.

Power:

- CO alarms must be either be hardwired into the electrical wiring, directly plugged into an electrical outlet without a switch, or battery powered.

Battery Removal and Tampering Prohibited:

- No person shall remove batteries from, or in any way render inoperable, a required carbon monoxide alarm.

Exceptions for Certain Multifamily Dwellings and State-Operated Facilities:

- Multifamily dwellings may have approved and operational carbon monoxide alarms installed between 15 and 25 feet of carbon monoxide producing central fixtures and equipment provided there is a centralized alarm system or other mechanism for responsible parties to hear the alarm at all times.
- An owner of a multifamily dwelling that contains minimal or no sources of carbon monoxide may be exempted from the requirements provided that such owner certifies to the commissioner of public safety that such multifamily dwelling poses no foreseeable carbon monoxide risk to the health and safety to the dwelling units.
- The requirements of this section do not apply to facilities owned or operated by the state of Minnesota.

Enforcement:

- Building and Fire officials should collaborate on enforcement of this new law. For example plan review comments for new residential buildings permitted after January 1, 2007 should cite MS 299F.50 to ensure the new law is understood before construction proceeds. If you have additional questions or need further information on the carbon monoxide legislation please contact the State Fire Marshal Division at 651-201-7200, visit our web site at

www.fire.state.mn.us or e-mail your questions to firecode@state.mn.us.

You may also visit the Department of Labor and Industry web site at <http://www.doli.state.mn.us> or call 651-284-5012

RE: Property located

_____ Seller(s) (at sellers cost) will install carbon monoxide detectors as required by Minnesota Statute 299F.50 prior to closing of the property.

_____ Buyer(s) (at buyers cost) will install carbon monoxide detectors as required by Minnesota Statute 299F.50 prior to occupancy of the property.

_____ Buyer _____ Date

_____ Buyer _____ Date

_____ Seller _____ Date

_____ Seller _____ Date

_____ Listing Agent _____ Date

_____ Selling Agent _____ Date

HOME 2 HOME PROPERTIES INC AGENT DISCLOSURE

Property is bank-owed and sold as-is.

Additional Information regarding property located _____

Property was vacated by the way of Cash for Keys, Evictions or Owner vacated without prior knowledge by seller or

Listing Agent.

The following is additional information obtained about the above property either through previous owner, past occupant, neighbors, contractors performing work or in the past have performed work. Information has not been verified and may only be hearsay. But all information that has been obtained by the listing agent is being provided to you to use to your discretion. It is up to the buyer and or the buyer's agent to verify information if felt necessary. Property is sold as-is and no seller's disclosure will be provided. Seller will require buyer to sign required addendums including but not limited to a Waiver a Seller's Disclosure. No other information is known at this time by the seller or the listing agent.

I acknowledge that I have had an opportunity to review the information provided.

Buyer Signature _____ Date _____

Buyer Signature _____ Date _____

Selling Agent Signature _____ Date _____

THIS FORM TO BE SUBMITTED WITH ALL OFFERS!

THE SELLER WILL NEED THE FOLLOWING INFORMATION TO CONSIDER YOUR OFFER. THE CURRENT MLS RULES

PROHIBIT US FROM CONVEYING THIS INFO TO YOU IN THE MLS. PLEASE CONTACT THE MLS FOR MORE INFO IF YOU

HAVE QUESTIONS.

THIS MAY BECOME PART OF THE PURCHASE AGREEMENT SINCE THIS INFO IS IN MANY OF THE SELLERS ADDENDUMS.

THIS IS NOT AN ACCEPTANCE OF YOUR OFFER BUT A CONTINUANCE OF THE NEGOTIATIONS BY ALL PARTIES

INVOLVED.

Property Address _____

Purchase agreement date _____

The listing agreement provides for a commission to be paid on the net sale price. This is the gross sales price and LESS any

concessions paid i.e., points, closing costs, repairs, etc. This is standard in many REO listing agreements.

THE LISTING AGENT/ BROKER AGREES TO BE PAID ON THE NET COMMISSION X

THE LISTING AGENT/ BROKER WILL NOT AGREE TO BE PAID ON THE NET COMMISSION _____

AGENT INITIALS _____ BROKERS INITIALS _____

THE SELLING AGENT/ BROKER AGREES TO BE PAID ON THE NET COMMISSION _____

THE SELLING AGENT/ BROKER WILL NOT AGREE TO BE PAID ON THE NET COMMISSION _____

AGENT INITIALS _____ BROKERS INITIALS _____

In addition, many Asset Management companies and Brokerages have a management, process, misc. fees, etc. that are charged to the buyer. Again these fees may show up in the addendum and the MLS prohibits us from placing in the MLS. Please contact the MLS with any questions.

THE ASSET (MANAGEMENT/ SELLER) OR (LISTING BROKERAGE) HAS A REO PROCESSING FEE OF \$ _____ REQUIRED TO BE PAID BY THE BUYER FOR THE SUBJECT PROPERTY AT THE TIME OF CLOSING AND TO BE REFLECTED ON THE HUD.

BUYERS INTIALS _____

Listing agent _____ Listing Broker _____

Selling agent _____ Selling Broker _____

Buyer _____ Buyer _____

Any and all seller addendums will supersede this addendum and the Purchase Agreement. The seller's addendums will be the final terms. Items are subject to change and buyers and agents to review all addendums prior to signing. If you have questions, seek competent legal advice.

EXISTING CONDITION ACKNOWLEDGEMENT
“AS IS-WHERE IS”

BUYER is aware that SELLER acquired the property, which is the subject of this transaction, by way FORCLOSURE. SELLER is selling and Buyer is purchasing the property in its ‘EXISTING CONDITION’ WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE. BUYER acknowledges for buyer and buyer’s successors, heirs, and assignees, that buyer has been given a reasonable opportunity to inspect and investigate the property and all improvements thereon, either independently or through agents of buyer’s choosing at buyer’s expense and that in purchasing the property, BUYER is not relying on SELLER or seller’s agents as to the condition of the property and/or any improvements thereon, including but not necessarily limited to: ALL EXISTING WINDOW TREATMENTS, FLOOR COVERINGS, ELECTRICAL, PLUMBING, HEATING, SEWER, SEPTIC, ROOF, FOUNDATION, SOILS AND GEOLOGY, LOT SIZE OR SUITABILITY OF THE PROPERTY AND /OR ITS IMPROVENTS FOR PARTICULAR PURPOSES, OR THAT THE IMPROVEMENTS ARE STRUCTURALLY SOUND AND /OR IN COMPLIANCE WITH ANY CITY, COUNTY, STATE AND/OR FEDERAL CODES OR ORDINANCES.

The closing of this transaction shall constitute an acknowledgement by the buyer that the premises were accepted without representation or warranty of any kind or nature and in its ‘EXISTING CONDITION’ based solely on buyer’s own inspection.

Buyer(s) _____ Date: _____

_____ Date: _____

Seller _____ Date: _____

**WAIVER OF SELLER'S DISCLOSURE REQUIREMENTS FOR
RESIDENTIAL REAL PROPERTY AND HOLD HARMLESS AGREEMENT
(Waiver and Hold Harmless Agreement)**

Buyer: _____

Property Address: _____

Date: _____

Buyer desires to purchase the Property from Seller, Pursuant to a purchase and sale agreement (the "Agreement") to be entered into between Seller and Buyer, effective on January 1, 2003, Minnesota law requires that the Seller either provide the prospective buyer of single-family residential real property with a written disclosure of all material facts pertaining to adverse physical conditions of the property of which the Seller is aware of, or provide a report concerning the physical condition of the Property prepared by a qualified third party. The law also permits the Seller and the Buyer to waive these disclosure provisions. Buyer (whether one or more) and Seller hereby waive, in their entirety to the full extent permitted by law, the written disclosure provisions set forth in sections 513.52 to 513.60 of the Minnesota Statutes Annotated concerning the above described Property. Buyer acknowledges that Buyer has been given ample opportunity to seek the advice of Buyer's own legal counsel concerning the agreement, the Property and this Waiver, and Hold Harmless Agreement. Not with standing anything to the contrary in the Agreement, Buyer hereby specifically holds Seller harmless from any claim or claims made by Buyer, Buyer's successors, assignee's, heirs, agents, or any other person or entity, as to any matter involving the disclosure set forth in sections 513.52 to 513.60 or claims made against Seller, at anytime, concerning the disclosures set forth in sections 513.52 to 513.60 of the Minnesota Statutes Annotated concerning the Property made by Buyer, Buyer's successors, assignees, heirs, insurers, agents or any other person or entity. The parties herein agree that except as otherwise provided herein, the Agreement provisions shall be in full force and effect. This Waiver and Hold Harmless Agreement shall be binding and inure to the benefit of the Buyer and Seller and their heirs, successors, assignees, agents, employees and officers and shell survive the closing of the sale of the Property pursuant to the Agreement.

Buyer(s):

Date: _____
Date: _____

Seller:

Date: _____

Buyer(s) Agent:

Date: _____

REAL ESTATE DISCLOSURE ADDENDUM AND RELAEASE

Buyer(s) and Buyer(s) Agent acknowledge that they are aware that there is possible water damage and/or, excessive moisture, mold, mildew, and/or other microscopic organisms may be present within the subject property. Buyer(s) and Buyer(s) Agent are aware that exposure to certain species of mold may pose serious health risks, particularly in individual with immune system deficiencies, allergies, or respiratory problems, and young children and elderly persons. To the best of the Seller's knowledge, no tests have been performed and no investigation undertaken in connection with mold, fungal spores, or any other microscopic organisms that may be present within the subject property. Buyer(s) and Buyer(s) Agent further acknowledge that under the terms of the Contract of Sale, Buyer(s) and Buyer(s) Agent had, or will have, prior to closing, full and timely opportunity to make a complete inspection of the subject property, including any environmental inspection or investigation of the subject property. Buyer(s) and Buyer(s) Agent agree that the purchase price of the property reflects the agreed upon value of the property "**AS IS**", including the aforementioned disclosures.

Seller has not made and does not make any expressed or implied representation or warranty of any kind with respect to the environmental condition of the subject property or whether it is in compliance with any local, state, or federal environmental law, code or standard. Buyer(s) and Buyer(s) Agent hereby agree not to pursue any claim against Seller or its agent for any violation of such law, code, standards, or costs incurred in conducting investigations pursuant to such laws, codes, or standards. In addition, Buyer(s) and Buyer(s) Agent agree to fully and forever release, discharge, and hold harmless, Seller, it's agents, employees, contractors, and representatives from and against any claims, damages, losses, costs or expenses, of any kind sustained or arising directly or indirectly from, or in connection with, any know condition of the subject property.

Buyer:

_____ Date: _____

_____ Date: _____

Buyer(s) Agent:

_____ Date: _____

Seller:

_____ Date: _____

SELLER'S DISCLOSURE ALTERNATIVES

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- 1. Date _____
- 2. Page 1 of _____ pages

3. Property located at _____ ,
 4. City of _____ , County of _____ , State of Minnesota.

5. **NOTICE**

6. Sellers of residential property, with limited exceptions, are obligated to satisfy the requirements of MN Statutes 513.52 through 513.60. **To comply with the statute, Seller must provide either a written disclosure to the prospective Buyer (see Seller's Property Disclosure Statement) or satisfy one of the following two options:**

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

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

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

19. The inspection report was prepared by _____
 20. _____ ,
 21. and dated _____ , _____ .

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

24. _____
 25. _____
 26. _____
 27. _____
 28. _____

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

31. _____
 32. _____
 33. _____
 34. _____
 35. _____

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

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

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

SELLER'S DISCLOSURE ALTERNATIVES

42. Property located at _____ .

43. **OTHER REQUIRED DISCLOSURES:**

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

48. **A. PRIVATE SEWER SYSTEM DISCLOSURE:** (A private sewer system disclosure is required by MN Statute 115.55.)
49. (Check appropriate box.)

50. Seller does not know of a private sewer system on or serving the above-described real property.

51. There is a private sewer system on or serving the above-described real property.

52. (See Private Sewer System Disclosure Statement.)

53. There is an abandoned private sewer system on the above-described real property.

54. (See Private Sewer System Disclosure Statement.)

55. **B. PRIVATE WELL DISCLOSURE:** (A well disclosure and Certificate are required by MN Statute 1031.235.)
56. (Check appropriate box.)

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

58. Seller certifies there are one or more wells located on the above-described real property.

59. (See Well Disclosure Statement.)

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

61. Contaminated Well: Is there a well on or serving the property that contains contaminated water? Yes No

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

63. Comments: _____

64. _____

65. _____

66. **C. VALUATION EXCLUSION DISCLOSURE:** (Required by MN Statute 273.11, Subd. 16)

67. There IS IS NOT an exclusion from market value for home improvements on this property. Any valuation
----- (Check one.) -----

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

71. Additional comments: _____

72. _____

73. **D. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

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

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

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

77. (See Methamphetamine Production Disclosure Statement.)

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

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

SELLER'S DISCLOSURE ALTERNATIVES

84. Property located at _____ .

85. F. _____ *Buyer has had the opportunity to review page four (4) of this Agreement.*
(Initial) (Initial)

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

91. H. **SELLER'S STATEMENT:**
92. *(To be signed at time of listing.)*
93. Seller(s) hereby authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide
94. a copy of this Disclosure to any person or entity in connection with any actual or anticipated sale of the property.

95. _____
(Seller) (Date) (Seller) (Date)

96. I. **BUYER'S ACKNOWLEDGEMENT:**
97. *(To be signed at time of purchase agreement.)*
98. I/We, the Buyer(s) of the property, acknowledge receipt of this SELLER'S DISCLOSURE ALTERNATIVES form
99. and agree to the seller's disclosure option selected in this form. I/We further agree that no representations regarding
100. material facts have been made, other than those made in this form.

101. _____
(Buyer) (Date) (Buyer) (Date)

102. J. **ADDITIONAL DISCLOSURES:** Property was obtained through Foreclosure

103. _____
104. _____
105. _____
106. _____
107. _____

108. K. **SELLER'S ACKNOWLEDGEMENT:**
109. *(To be signed at time of purchase agreement.)*
110. AS OF THE DATE BELOW, I/we, the Seller(s) of the property, state that the material facts are the same, except
111. for changes as indicated below, which have been signed and dated.

112. _____
113. _____
114. _____
115. _____
116. _____

117. _____
(Seller) (Date) (Seller) (Date)

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

120. **L. OTHER INFORMATION:**

121. **WATER INTRUSION AND MOLD GROWTH:** Recent studies have shown that various forms of water intrusion
122. affect many homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture
123. leaving the home.

124. Examples of exterior moisture sources may be
125. • improper flashing around windows and doors,
126. • improper grading,
127. • flooding,
128. • roof leaks.

129. Examples of interior moisture sources may be
130. • plumbing leaks,
131. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
132. • overflow from tubs, sinks or toilets,
133. • firewood stored indoors,
134. • humidifier use,
135. • inadequate venting of kitchen and bath humidity,
136. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
137. • line-drying laundry indoors,
138. • houseplants—watering them can generate large amounts of moisture.

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

142. Fungi are present everywhere in our environment, both indoors and outdoors. Many molds are beneficial to humans.
143. However, molds have the ability to produce mycotoxins that may have a potential to cause serious health problems,
144. particularly in some immunocompromised individuals and people who have asthma or allergies to mold.
145. To complicate matters, mold growth is often difficult to detect, as it frequently grows within the wall structure. If you
146. have a concern about water intrusion or the resulting mold/mildew/fungi growth, you may want to consider having
147. the property inspected for moisture problems before entering into a purchase agreement or as a condition of your
148. purchase agreement. Such an analysis is particularly advisable if you observe staining or any musty odors on the
149. property.

150. For additional information about water intrusion, indoor air quality, moisture or mold issues, go to the Minnesota
151. Association of REALTORS® web site at www.mnrealtor.com.

152. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS AND ARE**
153. **NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING IN THE PROPERTY.**

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

MN:SDA-4 (8/08)

SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE STATEMENT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.
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1. Date _____
2. Page 1 _____ of pages: THE REQUIRED MAP IS
3. ATTACHED HERETO AND MADE A PART HEREOF

4. Property located at _____ in the City of _____
5. County of _____ State of Minnesota, legally described as follows or on
6. attached sheet (the "Property") _____
7. _____

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

10. **BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE**
11. **SUBSURFACE SEWAGE TREATMENT SYSTEM AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A**
12. **CONTRACT BETWEEN BUYER(S) AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTION/DEFECTS.**

13. **SELLER'S INFORMATION:** The following Seller disclosure satisfies MN Statutes Chapter 115.55. Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the Property. The Seller(s) authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the Property.

18. Unless Buyer and Seller agree to the contrary in writing before the closing of the sale, a Seller who fails to disclose the existence or known status of a subsurface sewage treatment system at the time of sale, and who knew or had reason to know of the existence or known status of the system, is liable to Buyer for costs relating to bringing the system into compliance with subsurface sewage treatment system rules and for reasonable attorney fees for collection of costs from Seller. An action under this subdivision must be commenced within two years after the date on which Buyer closed the purchase of the real property where the system is located.

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

27. The following are representations made by Seller(s) to the extent of Seller(s) actual knowledge. This information is a disclosure and is not intended to be part of any contract between Buyer and Seller.

29. **SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:**

30. *(Check the appropriate box.)*

31. Seller certifies that Seller does not know of any subsurface sewage treatment system on or serving the above-described real property. *(If this option is checked, then skip to the last line and sign and date this Statement.)*

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

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

36. TYPE: *(Check appropriate box(es) and indicate location on attached MAP.)*

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

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

39. Sealed System (holding tank)

40. Other (Describe): _____

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

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

**SUBSURFACE SEWAGE TREATMENT
SYSTEM DISCLOSURE STATEMENT**

44. Page 2

45. Property located at _____ .
46. Seller or transferor shall disclose to Buyer or transferee what Seller or transferor has knowledge of relative to the
47. compliance status of the subsurface sewage treatment system. _____
48. _____
49. _____
50. Any previous inspection report in Seller's possession must be attached to this Disclosure Statement.
51. When was the subsurface sewage treatment system installed? _____
52. Installer Name/Phone _____
53. Where is tank located? _____
54. What is tank size? _____
55. When was tank last pumped? _____
56. How often is tank pumped? _____
57. Where is the drain field located? _____
58. What is the drain field size? _____
59. Describe work performed to the subsurface sewage treatment system since you have owned the Property.
60. _____
61. _____
62. Date work performed/by whom: _____
63. _____
64. Is subsurface sewage treatment system entirely within Property boundary lines, including set back
65. requirements? _____ Is the system shared? _____ How many units on system? _____ Annual fee? _____
66. Comments: _____
67. _____
68. On this Property: _____
69. _____
70. Approximate number of:
71. people using the subsurface sewage treatment system _____
72. showers/baths taken per week _____
73. wash loads per week _____
74. Distance between well and subsurface sewage treatment system? _____
75. Have you received any notices from any government agencies relating to the subsurface sewage treatment system?
76. (If "Yes", see attached notice.) Yes No
77. Are there any known defects in the subsurface sewage treatment system? Yes No
78. If "Yes", please explain: _____
79. _____
80. _____

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

**SUBSURFACE SEWAGE TREATMENT
SYSTEM DISCLOSURE STATEMENT**

82. Page 3

83. Property located at _____ .

84. SELLER'S STATEMENT:

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

86. I/We, Seller(s) of the Property acknowledge the above subsurface sewage treatment system disclosure and MAP
87. and authorize listing broker to disclose this information to prospective buyers.

88. _____
(Seller) (Date) (Seller) (Date)

89. BUYER'S ACKNOWLEDGMENT:

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

91. I/We, the Buyer(s) of the Property acknowledge receipt of this Subsurface Sewage Treatment System Disclosure
92. Statement and MAP and agree that no representation regarding the condition of the subsurface sewage treatment
93. system have been made, other than those made above.

94. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS AND ARE NOT RESPONSIBLE FOR ANY
95. CONDITIONS EXISTING IN THE SUBSURFACE SEWAGE TREATMENT SYSTEM.**

96. _____
(Buyer) (Date) (Buyer) (Date)

97. SELLER'S ACKNOWLEDGMENT:

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

99. AS OF THE DATE OF THE ACCEPTANCE OF THE PURCHASE AGREEMENT, I/We, the Seller(s) of the above
100. Property, agree that the condition of the subsurface sewage treatment system is the same as noted above, except for
101. changes as indicated below which have been signed and dated.

102. Property was obtained through Foreclosure. Information regarding the design and age of
103. the septic will need to be obtained by the buyer or buyers agent from the county or
104. township for which subject resides in. The condition of the septic is not know and since
105. the property is vacant septic is not currently in use. If a compliance inspection is
106. required to transfer property due to county or state regulations a Subsurface Sewage
107. Treatment System a Well Inspection Contingency Addendum is required to be added to all
108. Purchase Agreements. Property is eing sold as-is.

108. _____

109. _____

110. _____

111. _____

112. _____

113. _____

114. _____
(Seller) (Date) (Seller) (Date)

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

WELL DISCLOSURE STATEMENT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2007 Minnesota Association of REALTORS®, Edina, MN

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

4. Minnesota Statute 1031.235 requires that, before signing an agreement to sell or transfer real property, Seller must
5. disclose information in writing to Buyer about the status and location of all known wells on the property. This requirement
6. is satisfied by delivering to Buyer either a statement by Seller that Seller does not know of any wells on the property,
7. or a disclosure statement indicating the legal description and county, and a map showing the location of each well. In
8. the disclosure statement Seller must indicate, for each well, whether the well is in use, not in use or sealed.

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

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

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

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

20. **LEGAL DESCRIPTION:** _____
21. _____
22. _____
23. _____
24. _____
25. _____

26. WELL DISCLOSURE STATEMENT:

27. (Check appropriate box.)

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

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

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

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

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

WELL DISCLOSURE STATEMENT

43. Property located at _____ .

44. **OTHER WELL INFORMATION:**

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

46. Comments: Property was obtained through Foreclosure Proceedings. Information know about
47. the well is available through the Minnesota Department of Health. No additional
48. information is known that what is available to the public.

49. _____

50. _____

51. _____

52. _____

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

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

55. When was the well sealed? _____

56. Who sealed the well? _____

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

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

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

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

63. _____ (Seller or Designated Representative) _____ (Date) _____ (Seller or Designated Representative) _____ (Date)

64. **BUYER'S ACKNOWLEDGEMENT:**

65. _____ (Buyer) _____ (Date) _____ (Buyer) _____ (Date)

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

WELL DISCLOSURE STATEMENT

67. Page 3

68. INSTRUCTIONS FOR COMPLETING THE WELL DISCLOSURE STATEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MN-WDS-3 (8/07)