

**PURCHASE AGREEMENT**

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

2. Page 1

3. BUYER (S): \_\_\_\_\_

4. \_\_\_\_\_

5. Buyer's earnest money in the amount of \_\_\_\_\_

6. \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

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

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

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

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

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

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

13. Said purchase shall include all improvements, fixtures, and appurtenances on the property, if any, including but not limited to, the following (collectively the "Property"): garden bulbs, plants, shrubs, trees, and lawn watering system; shed; storm sash, storm doors, screens, and awnings; window shades, blinds; traverse, curtain, and drapery rods, valances, drapes, curtains, window coverings, and treatments; towel rods; attached lighting and bulbs; fan fixtures; plumbing fixtures; garbage disposals; water softener; water treatment system; water heating systems, heating systems; air exchange system; environmental remediation system (e.g., radon, vapor intrusion); sump pump; TV antenna/cable TV jacks and wiring/TV wall mounts; wall/ceiling-mounted speakers and mounts; carpeting; mirrors; garage door openers and all controls; smoke detectors; fireplace screens, door, and heatilators; **BUILT-INS:** dishwashers; refrigerators; wine/beverage refrigerators; trash compactors; ovens; cook-top stoves; warming drawers; microwave ovens; hood fans; shelving; work benches; intercoms; speakers; air conditioning equipment; electronic air filter; humidifier/dehumidifier; liquid fuel tanks (and controls); pool/spa equipment; propane tank (and controls); security system equipment; TV satellite dish; **AND** the following personal property shall be transferred with no additional monetary value, and free and clear of all liens and encumbrances:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. \_\_\_\_\_

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

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

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

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

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

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

37. \_\_\_\_\_

38. \_\_\_\_\_

39. \_\_\_\_\_

40. \_\_\_\_\_

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

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

**PURCHASE PRICE:**

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

35. \_\_\_\_\_ Dollars,

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

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

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

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

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

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

**CLOSING DATE:**

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

PURCHASE AGREEMENT

46. Page 2 Date \_\_\_\_\_

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

MORTGAGE FINANCING:

49. This Purchase Agreement [ ] IS [ ] IS NOT subject to the mortgage financing provisions below. If IS, complete the (Check one.)

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

52. Such mortgage financing shall be: (Check one.)

53. [ ] FIRST MORTGAGE only [ ] FIRST MORTGAGE AND SUBORDINATE FINANCING.

54. Financing [ ] DOES [ ] DOES NOT include a grant, bond program, or other loan assistance program. If "DOES," please specify: \_\_\_\_\_

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

57. [ ] CONVENTIONAL

58. [ ] DEPARTMENT OF VETERANS' AFFAIRS ("DVA") GUARANTEED

59. [ ] FEDERAL HOUSING ADMINISTRATION ("FHA") INSURED

60. [ ] PRIVATELY INSURED CONVENTIONAL

61. [ ] UNITED STATES DEPARTMENT OF AGRICULTURE ("USDA") RURAL DEVELOPMENT

62. [ ] OTHER \_\_\_\_\_

63. mortgage in the amount stated in this Purchase Agreement, amortized over a period of not more than \_\_\_\_\_

64. years, with an initial interest rate at no more than \_\_\_\_\_ percent (%) per annum. The mortgage application IS

65. TO BE MADE WITHIN FIVE (5) BUSINESS DAYS after the Final Acceptance Date of this Purchase Agreement.

66. Buyer agrees to use best efforts to secure a commitment for such financing and to execute all documents required to consummate said financing.

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

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

73. [ ] REFUNDED TO BUYER [ ] FORFEITED TO SELLER. (Check one.)

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

76. [ ] Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on or before \_\_\_\_\_, 20\_\_\_\_\_.

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

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

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



# PURCHASE AGREEMENT

89. Page 3 Date \_\_\_\_\_

90. Property located at \_\_\_\_\_
91. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the stated closing date for  
92. ANY REASON relating to financing, including, but not limited to interest rate and discount points, if any, then Seller  
93. may, at Seller's option, declare this Purchase Agreement canceled, in which case this Purchase Agreement is  
94. canceled. If Seller declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a  
95. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be  
96. forfeited to Seller as liquidated damages. In the alternative, Seller may seek all other remedies allowed by law.
97. Notwithstanding the language in the preceding paragraph, Seller may not declare this Purchase Agreement canceled  
98. if the reason this Purchase Agreement does not close was due to:  
99. (a) Seller's failure to complete work orders to the extent required by this Purchase Agreement;  
100. (b) Seller's failure to complete any other financing terms agreed to be completed by Seller here; or  
101. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement, except as  
102. specified in the contingency for sale and closing of Buyer's property.
103. If the Written Statement is not provided by the date specified on line 77, Seller may, at Seller's option, declare this  
104. Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement,  
105. in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase Agreement canceled,  
106. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and  
107. directing all earnest money paid here to be refunded to Buyer.
108. If the Written Statement is not provided, and Seller has not previously canceled this Purchase Agreement, this  
109. Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Seller  
110. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest  
111. money paid here to be refunded to Buyer.
112. **LOCKING OF MORTGAGE INTEREST RATE ("RATE"):** The Rate shall be locked with the lender(s) by Buyer:  
113. *(Check one.)*  
114.  **WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE DATE OF THIS PURCHASE AGREEMENT; OR**  
115.  **AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).**
116. **LENDER COMMITMENT WORK ORDERS:** Nothing in this Purchase Agreement shall be construed as a warranty  
117. that Seller shall make repairs required by the lender commitment. However, Seller agrees to pay up to  
118. \$ \_\_\_\_\_ to make repairs as required by the lender commitment. If the lender commitment  
119. is subject to any work orders for which the cost of making said repairs shall exceed this amount, Seller shall have the  
120. following options:  
121. (a) making the necessary repairs; or  
122. (b) negotiating the cost of making said repairs with Buyer; or  
123. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Seller  
124. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest  
125. money paid here to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs or escrow  
126. amounts related thereto above the amount specified on line 118 of this Purchase Agreement.
127.  **SELLER**  **BUYER** agrees to pay any reinspection fee required by Buyer's lender(s).  
-----*(Check one.)*-----
128. **FHA ESCAPE CLAUSE (FHA Financing only):** "It is expressly agreed that, notwithstanding any other provisions  
129. of this contract, the purchaser shall not be obligated to complete the purchase of the Property described here or to incur  
130. any penalty by forfeiture of earnest money deposits or otherwise, unless the purchaser has been given in accordance  
131. with the Department of Housing and Urban Development ("HUD")/FHA or DVA requirements a written statement by the  
132. Federal Housing Commissioner, Department of Veterans' Affairs, or a Direct Endorsement lender setting forth the  
133. appraised value of the Property as not less than \$ \_\_\_\_\_  
(sale price)
134. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard  
135. to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage  
136. HUD will insure; HUD does not warrant the value nor the condition of the Property. The purchaser should satisfy himself/  
137. herself that the price and condition of the Property are acceptable."



**PURCHASE AGREEMENT**

138. Page 4 Date \_\_\_\_\_

- 139. Property located at \_\_\_\_\_.
- 140. **LENDER PROCESSING FEES (FHA, DVA Financing Only):** Seller agrees to pay Buyer's closing fees and
- 141. miscellaneous processing fees which cannot be charged to Buyer, not to exceed \$ \_\_\_\_\_.
- 142. This amount is in addition to Seller's Contributions to Buyer's Costs, if applicable.
- 143. **DVA FUNDING FEE (DVA Financing only):** Pursuant to federal regulations, a one-time Funding Fee must be paid
- 144. at the closing of this transaction as follows:
- 145. \_\_\_\_\_ paid by Buyer  **AT CLOSING**  **ADDED TO MORTGAGE AMOUNT**  
-----*(Check one.)*-----
- 146. \_\_\_\_\_ paid by Seller
- 147. **NOTE: DVA regulations limit the fees and charges Buyer can pay to obtain a DVA loan.**
- 148. **DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CLAUSE (DVA Financing only):** "It is expressly agreed that,
- 149. notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest
- 150. money or otherwise be obligated to complete the purchase of the Property described here, if the contract purchase
- 151. price or cost exceeds the reasonable value of this Property established by the Department of Veterans' Affairs. The
- 152. purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without
- 153. regard to the amount of reasonable value established by the Department of Veterans' Affairs."
- 154. **NOTE: Verify DVA requirements relating to payment of all special assessments levied and pending, and**
- 155. **annual installments of special assessments certified to yearly taxes.**
- 156. **OTHER MORTGAGE FINANCING ITEMS:** \_\_\_\_\_
- 157. \_\_\_\_\_

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

- 158.
- 159. 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.)*-----
- 160.  \$ \_\_\_\_\_
- 161.  \_\_\_\_\_ percent (%) of the sale price
- 162. towards Buyer's closing fees, title service fees, title searches, title examinations, abstracting, lender's title insurance,
- 163. owner's title insurance, prepaid items, other Buyer's costs allowable by lender, if any, and/or mortgage discount points. Any
- 164. amount of Seller's contribution that exceeds Buyer's allowable costs, or which cannot be used because Seller's
- 165. contribution exceeds the maximum Seller contribution allowed by law or by mortgage requirements, shall be retained
- 166. by Seller.

167. **NOTE: The amount paid by Seller cannot exceed the maximum Seller contribution allowed by FHA, DVA, or**

168. **lender. All funds paid by Seller on behalf of Buyer must be stated on the Closing Disclosure at closing.**

**INSPECTIONS:**

- 169.
- 170. Buyer has been made aware of the availability of Property inspections. Buyer  **ELECTS**  **DECLINES** to have a  
-----*(Check one.)*-----
- 171. Property inspection performed at Buyer's expense.
- 172. This Purchase Agreement  **IS**  **IS NOT** contingent upon any inspection(s) of the Property obtained by Buyer to  
-----*(Check one.)*-----
- 173. determine its condition, including any non-intrusive testing or any intrusive testing as allowed pursuant to this Purchase
- 174. Agreement. Any inspection(s) or test(s) shall be done by an inspector(s) or tester(s) of Buyer's choice. **Buyer shall**
- 175. **satisfy Buyer as to the qualifications of the inspector(s) or tester(s).** For purposes of this Purchase Agreement,
- 176. "intrusive testing" shall mean any testing, inspection(s), or investigation(s) that changes the Property from its original
- 177. condition or otherwise damages the Property.
- 178. Seller  **DOES**  **DOES NOT** agree to allow Buyer to perform intrusive testing or inspection(s).  
-----*(Check one.)*-----
- 179. If answer is **DOES**, Buyer agrees that the Property shall be returned to the same condition it was in prior to Buyer's
- 180. intrusive testing at Buyer's sole expense.



**PURCHASE AGREEMENT**

181. Page 5 Date \_\_\_\_\_

182. Property located at \_\_\_\_\_

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

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

192. **OTHER INSPECTION ITEMS:** \_\_\_\_\_

193. \_\_\_\_\_

194. \_\_\_\_\_

195. \_\_\_\_\_

**SALE OF BUYER'S PROPERTY:**

196. (Check one.)

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

200. OR

201.  2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at  
202. \_\_\_\_\_, which is scheduled to close on  
203. \_\_\_\_\_, 20 \_\_\_\_\_ pursuant to a fully executed purchase agreement. If Buyer's  
204. property does not close by the closing date specified in this Purchase Agreement, this Purchase Agreement  
205. is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said  
206. cancellation and directing all earnest money paid here to be refunded to Buyer. The language in this paragraph  
207. supersedes any other provision to the contrary in any financing contingency made a part of this Purchase  
208. Agreement, if applicable.

209. OR

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

**REAL ESTATE TAXES/SPECIAL ASSESSMENTS:**

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

215. Buyer shall pay  **PRORATED FROM DAY OF CLOSING**  **ALL**  **NONE**  \_\_\_\_\_ /12ths **OF** real estate taxes  
216. due and payable in the year of closing. (Check one.)

217. Seller shall pay  **PRORATED TO DAY OF CLOSING**  **ALL**  **NONE**  \_\_\_\_\_ /12ths **OF** real estate taxes due and  
218. payable in the year of closing. (Check one.)

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

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



**PURCHASE AGREEMENT**

223. Page 6 Date \_\_\_\_\_

224. Property located at \_\_\_\_\_

**225 DEFERRED TAXES/SPECIAL ASSESSMENTS:**

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

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

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

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

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

232. of the date of this Purchase Agreement.

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

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

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

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

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

**249. ADDITIONAL PROVISIONS:**

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

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

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

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

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

257.  **WARRANTY DEED**  **PERSONAL REPRESENTATIVE'S DEED**  **CONTRACT FOR DEED**  **TRUSTEE'S DEED**

258.  **OTHER:** \_\_\_\_\_ **DEED** joined in by spouse, if any, conveying marketable title, subject to

259. (a) building and zoning laws, ordinances, and state and federal regulations;

260. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;

261. (c) reservation of any mineral rights by the State of Minnesota;

262. (d) utility and drainage easements which do not interfere with existing improvements;

263. (e) **rights of tenants as follows** (unless specified, not subject to tenancies): \_\_\_\_\_

264. \_\_\_\_\_; and

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

266. \_\_\_\_\_



## PURCHASE AGREEMENT

267. Page 7 Date \_\_\_\_\_

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



## PURCHASE AGREEMENT

317. Page 8 Date \_\_\_\_\_

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

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



PURCHASE AGREEMENT

367. Page 9 Date \_\_\_\_\_

368. Property located at \_\_\_\_\_

369. **(Check appropriate boxes.)**

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

371. CITY SEWER  YES  NO / CITY WATER  YES  NO

372. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

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

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

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

376. **PRIVATE WELL**

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

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

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

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

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

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

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

384. **TREATMENT SYSTEM.**

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

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

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

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

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

393. **AGENCY NOTICE**

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

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

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

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

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



PURCHASE AGREEMENT

400. Property located at \_\_\_\_\_

401. **DUAL AGENCY REPRESENTATION**

402. PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:

403.  Dual Agency representation **DOES NOT** apply in this transaction. *Do not complete lines 404-420.*

404.  Dual Agency representation **DOES** apply in this transaction. *Complete the disclosure in lines 405-420.*

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

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

413. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and  
414. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of  
415. the sale.

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

418. Seller \_\_\_\_\_ Buyer \_\_\_\_\_

419. Seller \_\_\_\_\_ Buyer \_\_\_\_\_

420. Date \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

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

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

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

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



**PURCHASE AGREEMENT**

446. Page 11 Date \_\_\_\_\_

447. Property located at \_\_\_\_\_

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

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

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

454. **OTHER:** \_\_\_\_\_

455. \_\_\_\_\_

456. \_\_\_\_\_

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

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

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

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

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

462. \_\_\_\_\_

463. \_\_\_\_\_

464. \_\_\_\_\_

465. \_\_\_\_\_

466. \_\_\_\_\_

467. \_\_\_\_\_

468. \_\_\_\_\_

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

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

471.  Addendum to Purchase Agreement

472.  Addendum to Purchase Agreement: Assumption Financing

473.  Addendum to Purchase Agreement: Buyer Move-In Agreement

474.  Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability

475.  Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community  
476. ("CIC")

477.  Addendum to Purchase Agreement: Contract for Deed Financing

478.  Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint  
479. Hazards

480.  Addendum to Purchase Agreement: Sale of Buyer's Property Contingency

481.  Addendum to Purchase Agreement: Seller's Rent Back Agreement

482.  Addendum to Purchase Agreement: Short Sale Contingency

483.  Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Inspection Contingency



**PURCHASE AGREEMENT**

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

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

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

488. **I have reviewed all pages of this Purchase  
489. 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.**

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

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

495. non-resident alien individual, foreign corporation, foreign  
496. partnership, foreign trust, or foreign estate for purposes of  
497. income taxation. (*See lines 426-439.*) This representation  
498. and warranty shall survive the closing of the transaction  
499. and the delivery of the deed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



# WIRE FRAUD ALERT



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

## THESE SOPHISTICATED CRIMINALS COULD:

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

## Buyers/Tenants and Sellers/Owners are advised to:

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

## If you suspect wire fraud in your transaction:

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

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

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Signature)

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

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