

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. _____

37. **PURCHASE PRICE:**

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

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

- 41. 1. _____ percent (%) of the sale price in **CASH**, or more in Buyer's sole discretion, including earnest money;
- 42. 2. _____ percent (%) of the sale price in **MORTGAGE FINANCING**. (See following Mortgage Financing section.)
- 43. 3. _____ percent (%) of the sale price by **ASSUMING** Seller's current mortgage. (See attached *Addendum to*
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*.)

47. **CLOSING DATE:**

48. **The date of closing shall be** _____ .



PURCHASE AGREEMENT

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 COSTS** section.

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

54. **FIRST MORTGAGE only** **FIRST MORTGAGE AND SUBORDINATE FINANCING.**

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

56. **CONVENTIONAL OR PRIVATELY INSURED CONVENTIONAL**

57. **DEPARTMENT OF VETERANS’ AFFAIRS (“DVA”) GUARANTEED**

58. **FEDERAL HOUSING ADMINISTRATION (“FHA”) INSURED**

59. **UNITED STATES DEPARTMENT OF AGRICULTURE (“USDA”) RURAL DEVELOPMENT**

60. **OTHER** _____

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

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

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

71. **REFUNDED TO BUYER** **FORFEITED TO SELLER.**
-----*(Check one.)*-----

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

74. Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on
75. or before _____ .

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

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

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



PURCHASE AGREEMENT

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
96. be 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
98. canceled 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
102. as 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 **RETAINED BY SELLER** **REFUNDED TO BUYER.**
------(Check one.)-----

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 **RETAINED BY SELLER** **REFUNDED TO BUYER.**
------(Check one.)-----

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; OR**

115. **AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).**

116. **LENDER COMMITMENT WORK ORDERS:** Seller agrees to pay up to \$ _____ to make
117. repairs as required by the lender commitment. If the lender commitment is subject to any work orders for which the
118. cost of making said repairs shall exceed this amount, Seller shall have the following options:
119. (a) making the necessary repairs; or
120. (b) negotiating the cost of making said repairs with Buyer; or
121. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Seller
122. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
123. money paid here to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs or escrow
124. amounts related thereto above the amount specified on line 116 of this Purchase Agreement.

125. **SELLER** **BUYER** agrees to pay any reinspection fee required by Buyer's lender(s).
------(Check one.)-----

126. **FHA ESCAPE CLAUSE (FHA Financing only):** "It is expressly agreed that, notwithstanding any other provisions
127. of this contract, the purchaser shall not be obligated to complete the purchase of the Property described here or to incur
128. any penalty by forfeiture of earnest money deposits or otherwise, unless the purchaser has been given in accordance
129. with the Department of Housing and Urban Development ("HUD")/FHA or DVA requirements a written statement by the
130. Federal Housing Commissioner, Department of Veterans' Affairs, or a Direct Endorsement lender setting forth the
131. appraised value of the Property as not less than \$ _____ .
(sale price)

132. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard
133. to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage
134. HUD will insure; HUD does not warrant the value nor the condition of the Property. The purchaser should satisfy himself/
135. herself that the price and condition of the Property are acceptable."



PURCHASE AGREEMENT

136. Page 4 Date _____

137. Property located at _____

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

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

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

141. **DVA FUNDING FEE (DVA Financing only):** Pursuant to federal regulations, a one-time Funding Fee based on loan

142. amount must be paid at the closing of this transaction as follows:

143. _____ paid by Buyer **AT CLOSING** **ADDED TO MORTGAGE AMOUNT**
------(Check one.)-----

144. _____ paid by Seller

145. **NOTE: DVA regulations limit the fees and charges Buyer can pay to obtain a DVA loan.**

146. **DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CLAUSE (DVA Financing only):** "It is expressly agreed that,

147. notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest

148. money or otherwise be obligated to complete the purchase of the Property described here, if the contract purchase

149. price or cost exceeds the reasonable value of this Property established by the Department of Veterans' Affairs. The

150. purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without

151. regard to the amount of reasonable value established by the Department of Veterans' Affairs."

152. **NOTE: Verify DVA requirements relating to payment of all special assessments levied and pending, and**

153. **annual installments of special assessments certified to yearly taxes.**

154. **OTHER MORTGAGE FINANCING ITEMS:** _____

155. _____

SELLER'S CONTRIBUTIONS TO BUYER'S COSTS:

157. 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.)-----

158. \$ _____

159. _____ percent (%) of the sale price

160. towards Buyer's closing fees, title service fees, title searches, title examinations, abstracting, lender's title insurance,

161. owner's title insurance, prepaid items, other Buyer's costs allowable by lender, if any, and/or mortgage discount points. Any

162. amount of Seller's contribution that exceeds Buyer's allowable costs, or which cannot be used because Seller's

163. contribution exceeds the maximum Seller contribution allowed by law or by mortgage requirements, shall be retained

164. by Seller.

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

INSPECTIONS:

168. Buyer has been made aware of the availability of Property inspections. Buyer **ELECTS** **DECLINES** to have a
------(Check one.)-----

169. Property inspection performed at Buyer's expense.

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

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

172. Agreement.

173. Any inspection(s) or test(s) shall be done by an inspector(s) or tester(s) of Buyer's choice. **Buyer shall satisfy Buyer**

174. **as to the qualifications of the inspector(s) or tester(s).** For purposes of this Purchase Agreement, "intrusive testing"

175. shall mean any testing, inspection(s), or investigation(s) that changes the Property from its original condition or

176. otherwise damages the Property.

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

178. If answer is **DOES**, Buyer agrees that the Property shall be returned to the same condition it was in prior to Buyer's

179. intrusive testing at Buyer's sole expense.

PURCHASE AGREEMENT

180. Page 5 Date _____

181. Property located at _____

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

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

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

192. **OTHER INSPECTION ITEMS:**

193. _____

194. _____

195. _____

SALE OF BUYER'S PROPERTY:

196. _____
197. *(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. _____ 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
-----*(Check one.)*-----
216. due and payable in the year of closing.

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

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

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

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

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

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:
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
291. the 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
299. be 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
303. as of the date of closing. Seller warrants that the buildings are or shall be constructed entirely within the boundary
304. lines 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. Discriminatory restrictive covenants (e.g.
312. provisions against conveyance of property to any person of a specified religious faith, creed, national origin, race, or
313. color) are illegal and unenforceable. An owner of real property may permanently remove such restrictive covenants
314. from the title by recording a statutory form in the office of the county recorder of any county where the property is located.
315. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided
316. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of
317. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.
318. **ACCESS AGREEMENT:** Seller agrees to allow reasonable access to the Property for performance of any surveys or
319. inspections agreed to here.

PURCHASE AGREEMENT

320. Page 8 Date _____

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

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

PURCHASE AGREEMENT

371. Page 9 Date _____

372. Property located at _____

373. **(Check appropriate boxes.)**

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

375. **CITY SEWER** **YES** **NO** / **CITY WATER** **YES** **NO**

376. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

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

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

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

380. **PRIVATE WELL**

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

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

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

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

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

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

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

388. **TREATMENT SYSTEM.**

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

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

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

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

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

397. **AGENCY NOTICE**

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

399. _____
 (Real Estate Company Name)

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

401. _____
 (Real Estate Company Name)

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



PURCHASE AGREEMENT

404. Property located at _____

405. **DUAL AGENCY REPRESENTATION**

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

407. Dual Agency representation **DOES NOT** apply in this transaction. *Do not complete lines 408-424.*

408. Dual Agency representation **DOES** apply in this transaction. *Complete the disclosure in lines 409-424.*

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

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

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

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

422. Seller _____ Buyer _____

423. Seller _____ Buyer _____

424. Date _____ Date _____

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

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

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

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

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

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



PURCHASE AGREEMENT

444. Page 11 Date _____

445. Property located at _____.

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

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

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

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

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

460. **OTHER:**
461. _____
462. _____
463. _____
464. _____
465. _____
466. _____
467. _____
468. _____
469. _____

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

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

- 472. Addendum to Purchase Agreement
- 473. Addendum to Purchase Agreement: Additional Signatures
- 474. Addendum to Purchase Agreement: Assumption Financing
- 475. Addendum to Purchase Agreement: Buyer Move-In Agreement
- 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
- 478. ("CIC")
- 479. Addendum to Purchase Agreement: Contract for Deed Financing
- 480. Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint
- 481. Hazards
- 482. Addendum to Purchase Agreement: Sale of Buyer's Property Contingency
- 483. Addendum to Purchase Agreement: Seller's Rent Back Agreement
- 484. Addendum to Purchase Agreement: Seller's Purchase/Lease Contingency
- 485. Addendum to Purchase Agreement: Short Sale Contingency
- 486. Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Water Inspection Contingency
- 487. Other: _____



PURCHASE AGREEMENT

488. Page 12 Date _____

489. Property located at _____

490. I agree to sell the Property for the price and on the
491. terms and conditions set forth above.
492. **I have reviewed all pages of this Purchase**
493. **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.

494. **If checked, this Purchase Agreement is subject to**
495. **attached Addendum to Purchase Agreement:**
496. **Counteroffer and the Final Acceptance Date shall be**
497. **noted on the Addendum.**

498. **FIRPTA:** Seller represents and warrants, under penalty
499. of perjury, that Seller **IS** **IS NOT** a foreign person (i.e., a
-----*(Check one.)*-----
500. non-resident alien individual, foreign corporation, foreign
501. partnership, foreign trust, or foreign estate for purposes of
502. income taxation. (See lines 430-443.) This representation
503. and warranty shall survive the closing of the transaction
504. and the delivery of the deed.

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

X _____
(Buyer's Signature) (Date)

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

X _____
(Buyer's Printed Name)

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

X _____
(Buyer's Signature) (Date)

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

X _____
(Buyer's Printed Name)

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

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

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

516. **SELLER(S)** _____ **BUYER(S)** _____

517. **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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