



PURCHASE AGREEMENT

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

3. BUYER (S): _____

4. _____

5. Buyer's earnest money in the amount of _____

6. _____ Dollars (\$ _____)

7. shall be delivered to listing broker no later than two (2) Business Days after Final Acceptance Date of this Purchase Agreement. Buyer and Seller agree that listing broker shall deposit any earnest money in the listing broker's trust account within three (3) Business Days of receipt of the earnest money or Final Acceptance Date of this Purchase Agreement, 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, legally described as _____

15. _____

16. _____

17. 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; radon mitigation system; 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:

29. _____

30. _____

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

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

33. _____

34. _____

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

36. _____ Dollars,

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

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

40. 2. **FINANCING** of _____ percent (%) of the sale price, which will be the total amount secured against this Property to fund this purchase.

42. Such financing shall be (check one) a first mortgage; a contract for deed; or a first mortgage with subordinate financing, as described in the attached Addendum:

44. Conventional FHA DVA Assumption Contract for Deed Other: _____ .
------(Check one.)-----

45. The date of closing shall be _____ , 20 _____ .

47. Property located at _____.
48. This Purchase Agreement **IS** **IS NOT** subject to an *Addendum to Purchase Agreement: Sale of Buyer's Property*
-----*(Check one.)*-----
49. *Contingency* for sale of Buyer's property. (If answer is **IS**, see attached *Addendum*.)
50. (If answer is **IS NOT**, the closing of Buyer's property, if any, may still affect Buyer's ability to obtain financing, if financing
51. is applicable.)
52. This Purchase Agreement **IS** **IS NOT** subject to cancellation of a previously written purchase agreement
-----*(Check one.)*-----
53. dated _____, 20 _____. (If answer is **IS**, said cancellation shall be obtained no later than
54. _____, 20 _____. If said cancellation is not obtained by said date, this Purchase Agreement
55. is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation
56. and directing all earnest money paid hereunder to be refunded to Buyer.)
57. Buyer has been made aware of the availability of Property inspections. Buyer **Elects** **Declines** to have a
-----*(Check one.)*-----
58. Property inspection performed at Buyer's expense.
59. This Purchase Agreement **IS** **IS NOT** subject to an *Addendum to Purchase Agreement: Inspection Contingency*.
-----*(Check one.)*-----
60. (If answer is **IS**, see attached *Addendum*.)
61. **DEED/MARKETABLE TITLE:** Upon performance by Buyer, Seller shall deliver a (*check one*):
62. **Warranty Deed**, **Personal Representative's Deed**, **Contract for Deed**, **Trustee's Deed**, or
63. **Other:** _____ **Deed** joined in by spouse, if any, conveying marketable title, subject to
64. (a) building and zoning laws, ordinances, and state and federal regulations;
65. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;
66. (c) reservation of any mineral rights by the State of Minnesota;
67. (d) utility and drainage easements which do not interfere with existing improvements;
68. (e) **rights of tenants as follows** (unless specified, not subject to tenancies): _____
69. _____; and
70. (f) others (must be specified in writing): _____
71. _____.
72. **REAL ESTATE TAXES:** Seller shall pay on the date of closing all real estate taxes due and payable in all prior years
73. including all penalties and interest.
74. Buyer shall pay **PRORATED FROM DAY OF CLOSING** _____ **12ths OF** **ALL** **NO** real estate taxes due
-----*(Check one.)*-----
75. and payable in the year 20 _____.
76. Seller shall pay **PRORATED TO DAY OF CLOSING** _____ **12ths OF** **ALL** **NO** real estate taxes due and
-----*(Check one.)*-----
77. payable in the year 20 _____. If the closing date is changed, the real estate taxes paid shall, if prorated, be adjusted
78. to the new closing date. If the Property tax status is a part- or non-homestead classification in the year of closing, Seller
79. **SHALL** **SHALL NOT** pay the difference between the homestead and non-homestead.
-----*(Check one.)*-----
80. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which
81. is not otherwise herein provided. No representations are made concerning the amount of subsequent real estate taxes.
82. **DEFERRED TAXES/SPECIAL ASSESSMENTS:**
83. **BUYER SHALL PAY** **SELLER SHALL PAY** on date of closing any deferred real estate taxes (e.g., Green
-----*(Check one.)*-----
84. Acres) or special assessments, payment of which is required as a result of the closing of this sale.
85. **BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING** **SELLER SHALL PAY ON**
-----*(Check one.)*-----
86. **DATE OF CLOSING** all installments of special assessments certified for payment, with the real estate taxes due and
87. payable in the year of closing.

89. Property located at _____.
90. **BUYER SHALL ASSUME** **SELLER SHALL PAY** on date of closing all other special assessments levied as
------(Check one.)-----
91. of the date of this Purchase Agreement.
92. **BUYER SHALL ASSUME** **SELLER SHALL PROVIDE FOR PAYMENT OF** special assessments pending as
------(Check one.)-----
93. of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's
94. provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments
95. or less, as required by Buyer's lender.)
96. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
97. which is not otherwise herein provided.
98. As of the date of this Purchase Agreement, Seller represents that Seller **HAS** **HAS NOT** received a notice
------(Check one.)-----
99. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
100. against the Property. Any such notice received by Seller after the date of this Purchase Agreement and before closing
101. shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement and on
102. or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide
103. for the payment of or assume the special assessments. In the absence of such agreement, either party may declare
104. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
105. party, in which case this Purchase Agreement is canceled. If either party 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 hereunder to be refunded to Buyer.
108. **POSSESSION:** Seller shall deliver possession of the Property no later than _____ after closing.
109. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HEREIN from the Property
110. by possession date.
111. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity and
112. natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of
113. fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.
114. **TITLE AND EXAMINATION:** As quickly as reasonably possible after Final Acceptance Date of this Purchase Agreement:
115. (a) Seller shall surrender any abstract of title and a copy of any owner's title insurance policy for the Property, if
116. in Seller's possession or control, to Buyer or Buyer's designated title service provider; and
117. (b) Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including
118. but not limited to title searches, title examinations, abstracting, a title insurance commitment or an attorney's
119. title opinion at Buyer's selection and cost and provide a copy to Seller.
120. Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs
121. and fees necessary to convey marketable title including obtaining and recording all required documents, subject to the
122. following:
123. In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional 30 days to
124. make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In addition to
125. the 30-day extension, Buyer and Seller may, by mutual agreement, further extend the closing date. Lacking such
126. extension, either party may declare this Purchase Agreement canceled by written notice to the other party, or
127. licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either
128. party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a *Cancellation of*
129. *Purchase Agreement* confirming said cancellation and directing all earnest money paid hereunder to be refunded
130. to Buyer.
131. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land
132. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller
133. warrants that the legal description of the real property to be conveyed has been or shall be approved for recording as
134. of the date of closing. Seller warrants that the buildings are or shall be constructed entirely within the boundary lines
135. of the Property. Seller warrants that there is a right of access to the Property from a public right-of-way.
136. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor, materials,
137. machinery, fixtures or tools furnished within the 120 days immediately preceding the closing in connection with
138. construction, alteration or repair of any structure on, or improvement to, the Property.

140. Property located at _____.
141. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation
142. proceedings, or violation of any law, ordinance or regulation. If the Property is subject to restrictive covenants, Seller
143. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any
144. such notices received by Seller shall be provided to Buyer immediately.
145. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage or acreage of land or improvements provided
146. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of
147. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.
148. **ACCESS AGREEMENT:** Seller agrees to allow reasonable access to the Property for performance of any surveys or
149. inspections agreed to herein.
150. **RISK OF LOSS:** If there is any loss or damage to the Property between the date hereof and the date of closing for any
151. reason, including fire, vandalism, flood, earthquake or act of God, the risk of loss shall be on Seller. If the Property
152. is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled, at Buyer's option,
153. by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels this Purchase Agreement,
154. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
155. directing all earnest money paid hereunder to be refunded to Buyer.
156. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
157. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (calendar or Business Days as specified)
158. following the occurrence of the event specified and includes subsequent days (calendar or Business Days as specified)
159. ending at 11:59 P.M. on the last day.
160. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays or state or federal holidays unless
161. stated elsewhere by the parties in writing.
162. **RELEASE OF EARNEST MONEY:** Buyer and Seller agree that the listing broker shall release earnest money from the
163. listing broker's trust account: 1) at or upon the successful closing of the Property; 2) pursuant to written agreement
164. between the parties, which may be reflected in a *Cancellation of Purchase Agreement* executed by both Buyer and
165. Seller; 3) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or 4) upon receipt of a court order.
166. **DEFAULT:** If Buyer defaults in any of the agreements herein, Seller may cancel this Purchase Agreement, and any
167. payments made hereunder, including earnest money, shall be retained by Seller as liquidated damages and Buyer
168. and Seller shall affirm the same by a written cancellation agreement.
169. If Buyer defaults in any of the agreements hereunder, Seller may terminate this Purchase Agreement under the
170. provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller defaults
171. in any of the agreements hereunder or there exists an unfulfilled condition after the date specified for fulfillment, either
172. party may cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided herein that
173. this Purchase Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory Cancellation
174. under MN Statute 559.217, Subd. 4.
175. If this Purchase Agreement is not canceled or terminated as provided hereunder, Buyer or Seller may seek actual
176. damages for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to
177. specific performance, such action must be commenced within six (6) months after such right of action arises.

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

189. Property located at _____

190. **(Check appropriate boxes.)**

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

192. CITY SEWER YES NO / CITY WATER YES NO

193. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

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

195. SERVING THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure Statement: Subsurface Sewage Treatment System.*)

197. **PRIVATE WELL**

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

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

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

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

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

203. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**
204. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE**
205. **TREATMENT SYSTEM.**

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

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

214. A Home Protection/Warranty Plan will be obtained and paid by BUYER SELLER to be issued by _____
-----*(Check one.)*-----

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

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

218. **NOTICE**

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

220. _____
(Real Estate Company Name)

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

222. _____
(Real Estate Company Name)

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

225. Property located at _____

226. **DUAL AGENCY REPRESENTATION**

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

228. Dual Agency representation **DOES NOT** apply in this transaction. *Do not complete lines 229-245.*

229. Dual Agency representation **DOES** apply in this transaction. *Complete the disclosure in lines 230-245.*

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

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

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

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

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

243. Seller _____ Buyer _____

244. Seller _____ Buyer _____

245. Date _____ Date _____

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

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

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

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

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

260. **OTHER:** _____

261. _____

262. _____

263. _____

264. _____

265. _____

266. _____

267. _____

269. Property located at _____

270. **ADDENDA AND PAGE NUMBERING: Attached addenda are a part of this Purchase Agreement.**

271. **Enter total number of pages of this Purchase Agreement, including addenda, on line two (2) of page one (1).**

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

273. **not be part of the page numbering.**

274. I, the owner of the Property, accept this Purchase
275. Agreement and authorize the listing broker to withdraw
276. said Property from the market, unless instructed
277. otherwise in writing.
278. **I have reviewed all pages of this Purchase 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.**

279. **If checked, this Purchase Agreement is subject to**
280. **attached Addendum to Purchase Agreement:**
281. **Counteroffer.**

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

X _____
(Buyer's Signature) (Date)

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

X _____
(Buyer's Printed Name)

284. **X** _____
(Marital Status)

X _____
(Marital Status)

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

X _____
(Buyer's Signature) (Date)

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

X _____
(Buyer's Printed Name)

287. **X** _____
(Marital Status)

X _____
(Marital Status)

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

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

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

295. **SELLER(S)** _____

BUYER(S) _____

296. **SELLER(S)** _____

BUYER(S) _____