

2. **MINNESOTA LAW REQUIRES** that early in any relationship, real estate brokers or salespersons discuss with  
3. consumers what type of agency representation or relationship they desire.<sup>(1)</sup> The available options are listed below. This  
4. is **not** a contract. **This is an agency disclosure form only. If you desire representation you must enter into a**  
5. **written contract, according to state law** (a listing contract or a buyer/tenant representation contract). Until such time  
6. as you choose to enter into a written contract for representation, you will be treated as a customer and will not receive  
7. any representation from the broker or salesperson. The broker or salesperson will be acting as a Facilitator (see  
8. paragraph IV on page two (2)), unless the broker or salesperson is representing another party, as described below.

9. **ACKNOWLEDGMENT: I/We acknowledge that I/we have been presented with the below-described options.**  
10. **I/We understand that until I/we have signed a representation contract, I/we am/are not represented by the**  
11. **broker/salesperson. I/We understand that written consent is required for a dual agency relationship.**

12. **THIS IS A DISCLOSURE ONLY, NOT A CONTRACT FOR REPRESENTATION.**

13. \_\_\_\_\_  
(Signature) (Date) (Signature) (Date)

14. I. **Seller's/Landlord's Broker:** A broker who lists a property, or a salesperson who is licensed to the listing broker,  
15. represents the Seller/Landlord and acts on behalf of the Seller/Landlord. A Seller's/Landlord's broker owes to  
16. the Seller/Landlord the fiduciary duties described on page two (2).<sup>(2)</sup> The broker must also disclose to the Buyer  
17. material facts as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and  
18. significantly affect the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to  
19. rental/lease transactions.) If a broker or salesperson working with a Buyer/Tenant as a customer is representing the  
20. Seller/Landlord, he or she must act in the Seller's/Landlord's best interest and must tell the Seller/Landlord any  
21. information disclosed to him or her, except confidential information acquired in a facilitator relationship (see paragraph  
22. IV on page two (2)). In that case, the Buyer/Tenant will not be represented and will not receive advice and counsel  
23. from the broker or salesperson.

24. II. **Buyer's/Tenant's Broker:** A Buyer/Tenant may enter into an agreement for the broker or salesperson to represent  
25. and act on behalf of the Buyer/Tenant. The broker may represent the Buyer/Tenant only, and not the Seller/Landlord,  
26. even if he or she is being paid in whole or in part by the Seller/Landlord. A Buyer's/Tenant's broker owes to the  
27. Buyer/Tenant the fiduciary duties described on page two (2).<sup>(2)</sup> The broker must disclose to the Buyer material facts  
28. as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and significantly affect  
29. the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)  
30. If a broker or salesperson working with a Seller/Landlord as a customer is representing the Buyer/Tenant, he or  
31. she must act in the Buyer's/Tenant's best interest and must tell the Buyer/Tenant any information disclosed to him  
32. or her, except confidential information acquired in a facilitator relationship (see paragraph IV on page two (2)). In  
33. that case, the Seller/Landlord will not be represented and will not receive advice and counsel from the broker or  
34. salesperson.

35. III. **Dual Agency - Broker Representing both Seller/Landlord and Buyer/Tenant:** Dual agency occurs when one  
36. broker or salesperson represents both parties to a transaction, or when two salespersons licensed to the same  
37. broker each represent a party to the transaction. Dual agency requires the informed consent of all parties, and  
38. means that the broker and salesperson owe the same duties to the Seller/Landlord and the Buyer/Tenant. This  
39. role limits the level of representation the broker and salesperson can provide, and prohibits them from acting  
40. exclusively for either party. In a dual agency, confidential information about price, terms and motivation for pursuing  
41. a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose  
42. specific information about him or her. Other information will be shared. Dual agents may not advocate for one party  
43. to the detriment of the other.<sup>(3)</sup>

44. Within the limitations described above, dual agents owe to both Seller/Landlord and Buyer/Tenant the fiduciary  
45. duties described below.<sup>(2)</sup> Dual agents must disclose to Buyers material facts as defined in MN Statute 82.68, Subd.  
46. 3, of which the broker is aware that could adversely and significantly affect the Buyer's use or enjoyment of the  
47. property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)

49. IV. **Facilitator:** A broker or salesperson who performs services for a Buyer/Tenant, a Seller/Landlord or both but  
50. does not represent either in a fiduciary capacity as a Buyer's/Tenant's Broker, Seller's/Landlord's Broker or Dual  
51. Agent. **THE FACILITATOR BROKER OR SALESPERSON DOES NOT OWE ANY PARTY ANY OF THE FIDUCIARY**  
52. **DUTIES LISTED BELOW, EXCEPT CONFIDENTIALITY, UNLESS THOSE DUTIES ARE INCLUDED IN A**  
53. **WRITTEN FACILITATOR SERVICES AGREEMENT.** The facilitator broker or salesperson owes the duty of  
54. confidentiality to the party but owes no other duty to the party except those duties required by law or contained in  
55. a written facilitator services agreement, if any. In the event a facilitator broker or salesperson working with a Buyer/  
56. Tenant shows a property listed by the facilitator broker or salesperson, then the facilitator broker or salesperson  
57. must act as a Seller's/Landlord's Broker (see paragraph I on page one (1)). In the event a facilitator broker or  
58. salesperson, working with a Seller/Landlord, accepts a showing of the property by a Buyer/Tenant being represented  
59. by the facilitator broker or salesperson, then the facilitator broker or salesperson must act as a Buyer's/Tenant's  
60. Broker (see paragraph II on page one (1)).

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61. <sup>(1)</sup> This disclosure is required by law in any transaction involving property occupied or intended to be occupied by  
62. one to four families as their residence.

63. <sup>(2)</sup> The fiduciary duties mentioned above are listed below and have the following meanings:

64. Loyalty - broker/salesperson will act only in client(s)' best interest.

65. Obedience - broker/salesperson will carry out all client(s)' lawful instructions.

66. Disclosure - broker/salesperson will disclose to client(s) all material facts of which broker/salesperson has knowledge  
67. which might reasonably affect the client(s)' use and enjoyment of the property.

68. Confidentiality - broker/salesperson will keep client(s)' confidences unless required by law to disclose specific  
69. information (such as disclosure of material facts to Buyers).

70. Reasonable Care - broker/salesperson will use reasonable care in performing duties as an agent.

71. Accounting - broker/salesperson will account to client(s) for all client(s)' money and property received as agent.

72. <sup>(3)</sup> If Seller(s)/Landlord(s) elect(s) not to agree to a dual agency relationship, Seller(s)/Landlord(s) may give up the  
73. opportunity to sell/lease the property to Buyer(s)/Tenant(s) represented by the broker/salesperson. If Buyer(s)/  
74. Tenant(s) elect(s) not to agree to a dual agency relationship, Buyer(s)/Tenant(s) may give up the opportunity to  
75. purchase/lease properties listed by the broker.

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

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

2. Page 1

3. **DEFINITIONS:** This Contract involves the property located at \_\_\_\_\_,  
4. legally described as \_\_\_\_\_  
5. \_\_\_\_\_ (“Property”).

6. Seller is City of Princeton

7. Broker is Edina Realty, Inc.  
(Real Estate Company Name)

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

9. **LISTING:** Seller gives Broker the exclusive right to sell the Property for the price of \$ \_\_\_\_\_;

10. Seller will require the following terms: cash, conventional;

11. \_\_\_\_\_ . This Contract starts \_\_\_\_\_, 20\_\_\_\_\_, and ends  
(year)

12. at 11:59 p.m. on \_\_\_\_\_, 20\_\_\_\_\_. In exchange, Broker agrees to list the Property and try

13. to sell it. Broker may place a For Sale sign and a lock box with keys on the Property. Seller authorizes Broker to allow  
14. showings and hold open houses at the Property at such dates and times as mutually agreed. Seller understands that  
15. Seller shall be fully responsible for the safekeeping and security of any personal property which may be kept or maintained  
16. on the Property. Seller understands Broker is a member of a local Multiple Listing Service (MLS), and Broker shall give  
17. information to Broker’s MLS concerning the Property as provided by MLS rules. Broker may also distribute information  
18. regarding Seller’s Property to the general public. Seller shall keep Broker notified of relevant information important  
19. to the sale of the Property. If Broker sells the Property, Broker may notify Broker’s MLS and members of the area  
20. boards of REALTORS® of the price and terms of the sale. Seller understands that this Contract DOES NOT give  
21. Broker authority to rent or manage Seller’s Property. Broker may place information on the internet concerning the  
22. property, including the Property’s address. Upon final acceptance of a purchase agreement, Seller allows  
23. Broker to withdraw the Property from the market. Seller understands that Seller has the additional options of allowing:  
24. (1) an automated “valuation” of Seller’s property, which may be lower than Seller’s asking price, to appear alongside  
25. the property on virtual office websites operated by other brokers ( VOWs ); and (2) comments about  
26. Seller’s property to appear on these VOWs, including negative comments, made by persons other than the  
27. broker operating the VOW. At this time, however, Seller declines options (1) and (2), understanding that Seller may  
28. change these selections at any time.

29. Seller understands that mortgage financing services are usually paid for by the buyer; however, certain  
30. insured government loans may require the Seller to pay a portion of the fees for the mortgage loan. Seller  
31. understands that Seller shall not be required to pay the financing fees on any mortgage without giving  
32. Seller’s written consent. Seller understands that Broker may list other properties during the term of this Contract.

33. **LISTED FOR LEASE:** The Property  IS  IS NOT currently listed for lease. If IS, the listing broker is  
------(Check one.)-----

34. \_\_\_\_\_ . If IS NOT, Seller  MAY  MAY NOT list the Property for lease during the  
------(Check one.)-----

35. terms of this Contract with another broker.

36. Nothing in this Contract shall prohibit Broker and Seller from entering into a listing agreement for the lease of this  
37. Property upon terms acceptable to both parties.

38. **SELLER’S DUTIES:** Seller shall cooperate with Broker in selling the Property. Seller shall promptly  
39. tell Broker about all inquiries Seller receives about the Property. Seller agrees to provide  
40. and pay for any inspections and reports required by any governmental authority. Seller  
41. agrees to provide home owners’ association documents, if required. Seller shall remain responsible for security,  
42. maintenance, utilities and insurance while Seller owns the Property, and for safekeeping, securing and/or concealing  
43. any valuable personal property during Property showings or open houses. Seller shall surrender any  
44. abstract of title and a copy of any owner’s title insurance policy for this Property, if in Seller’s possession or  
45. control, to Buyer or Buyer’s designated title service provider. Seller shall take all actions necessary to convey

47. marketable title by the date of closing as agreed to in a purchase agreement. Seller shall sign all documents  
48. necessary to transfer to Buyer marketable title to the Property. Seller has the full legal right to sell the Property.

49. **ACCESS TO THE PROPERTY:** Seller authorizes access to the Property to facilitate showing and the sale of  
50. the Property. This may include access by Broker and its associates, other brokers and their associates, and other  
51. professionals. Seller acknowledges and agrees that access may occur without a licensed salesperson present.  
52. Seller understands the prospective buyers and others authorized to access the Property may record the Property  
53. by photograph, video, or other medium while accessing the Property.

54. **RECORDING ON THE PROPERTY:** Seller understands that MN Statute 626A.02 specifically prohibits the interception  
55. of oral communications without the consent of at least one of the two parties to the communication. Seller should seek  
56. appropriate legal advice regarding compliance with this statute if Seller intends to utilize technology that may intercept  
57. oral communications between persons other than Seller.

### 58. **BROKER'S COMPENSATION:**

59. **NOTICE: THE COMPENSATION FOR THE SALE, LEASE, RENTAL OR MANAGEMENT OF REAL PROPERTY**  
60. **SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.**

61. Seller shall pay Broker, as Broker's compensation, 6 (7, 8, 9, 10) percent (%) of the selling price and a brokers administrative  
62. commission\* of \$520.00 if Seller sells or agrees to sell the Property before this Contract ends,  
63. regardless of when the sale closes. Seller authorizes Broker to receive additional compensation from the Buyer.  
64. In addition, if before this Contract ends Broker presents a buyer who is willing and able to buy the Property at the price  
65. and terms required in this Contract, but Seller refuses to sell, Seller shall still pay Broker the same compensation. Seller  
66. agrees to pay Broker's compensation whether Broker, Seller or anyone sells the Property. Seller hereby permits Broker  
67. to share part of Broker's compensation with other real estate brokers, including brokers representing only the buyer.  
68. Seller understands that Edina Realty Sales Associates other than the Listing Sales Associate may, with Seller's  
69. permission, hold open houses at Seller's Property. Seller agrees to pay Broker's compensation in full upon the happening  
70. of any of the following events:

71. (1) the closing of the sale,

72. (2) Seller's refusal to close the sale; or

73. (3) Seller's refusal to sell at the price and terms required in this contract.

74. If, within 6 months after the end of this Contract, Seller sells or agrees to sell the Property to anyone who:

75. (1) during this Contract made inquiry of Seller about the Property and Seller did not tell Broker about the inquiry; or

76. (2) during this Contract made an affirmative showing of interest in the Property or was physically shown the Property

77. by Broker and whose name is on a written list Broker gives Seller within 72 hours after the end of this Contract; then

78. Seller shall still pay Broker Broker's compensation on the selling price, even if Seller sells the Property without Broker's

79. assistance. Seller understands that Seller does not have to pay Broker's compensation if Seller signs another valid

80. listing contract for this Property after the expiration of this Contract, under which Seller is obligated to compensate

81. another licensed real estate broker.

82. To secure the payment of Broker's compensation Seller hereby assigns to Broker the proceeds from the sale of the

83. Property in an amount equal to the compensation due Broker under this Contract.

84. \*The Broker's Administrative Commission consists of a flat fee paid to the Broker in addition to the percentage commission.

85. The Broker's Administrative Commission is not designated for any specific service, but for all the services provided by Broker.

### 86. **CLOSING SERVICES:**

87. **NOTICE: THE REAL ESTATE BROKER, REAL ESTATE SALESPERSON OR REAL ESTATE CLOSING AGENT**

88. **HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS OPINIONS**

89. **REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING ITSELF.**

90. After a purchase agreement for the Property is signed, arrangements must be made to close the transaction. Seller understands

91. that no one can require Seller to use a particular service provider in connection with a real estate closing and that Seller may

92. arrange for a qualified closing agent or Seller's attorney to conduct the closing. Seller understands that Seller may be required to pay

93. certain closing costs which may effectively reduce the proceeds from the sale. Different providers may offer these services

94. at various prices.

96. Seller's choice for closing services.

97. (Initial one.)

98. \_\_\_\_\_ Seller wishes to have Edina Realty Title, Inc. provide closing and title services. Edina Realty Title, Inc.  
(Seller) (Seller) is an affiliate of Edina Realty, Inc.

99. \_\_\_\_\_ Seller shall arrange for a qualified closing agent or Seller's attorney to conduct the closing.  
(Seller) (Seller)

100. \_\_\_\_\_ Seller agrees to purchase a home warranty.  
(Seller) (Seller)

101. \_\_\_\_\_ Seller declines to purchase a home warranty.  
(Seller) (Seller)

102. **AGENCY REPRESENTATION:** If a Buyer represented by Broker wishes to buy the Seller(s) property, a dual agency will  
103. be created. This means that Broker will represent both the Seller(s) and the Buyer(s), and owe the same duties  
104. to the Buyer(s) that Broker owes to the Seller(s). This conflict of interest will prohibit Broker from advocating  
105. on the Seller(s) behalf. Dual agency will limit the level of representation Broker can provide. If a dual  
106. agency should arise, the Seller(s) will need to agree that confidential information about price, terms, and motivation  
107. will still be kept confidential unless the Seller(s) instructs Broker in writing to disclose specific information about the  
108. Seller(s). All other information will be shared. Broker cannot act as a dual agent unless both the Seller(s) and the  
109. Buyer(s) agree to it. By agreeing to a possible dual agency, the Seller(s) will be giving up the right to exclusive  
110. representation in an in-house transaction. However, if the Seller(s) should decide not to agree to a possible dual  
111. agency, and the Seller(s) wants Broker to represent the Seller(s), the Seller(s) may give up the opportunity to sell  
112. the property to Buyers represented by Broker.

113. Seller's Instructions to Broker: Having read and understood this information about dual agency, Seller(s) now  
114. instruct Broker as follows:

115.  Seller(s) will agree to a dual agency representation and will consider offers made by Buyers represented by  
116. by Broker.

117.  Seller(s) will not agree to a dual agency representation and will not consider offers made by  
118. Buyers represented by Broker.

119. Real Estate Company Name: Edina Realty, Inc.

120. Seller: \_\_\_\_\_

121. By: \_\_\_\_\_ Seller: City of Princeton

122. \_\_\_\_\_ (Licensee) Maria Solberg Date: \_\_\_\_\_

123. **ANTI-FRAUD DISCLOSURE:** Edina Realty and its agents will never provide you with wiring instructions via email  
124. without verifying the information in person or over the phone. EMAILS ATTEMPTING TO INDUCE FRAUDULENT  
125. WIRE TRANSFERS ARE COMMON AND MAY APPEAR TO COME FROM A TRUSTED SOURCE. If you receive an  
126. email directing you to transfer funds via wire, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE  
127. FROM Edina Realty or its agents, do not respond until you have verified it in one of the following ways:  
128. • Call your agent if the email appears to be from Edina Realty.  
129. • To verify instructions related to wiring funds to anyone other than Edina Realty, call the company or  
130. agent using a phone number you look up yourself, rather than a phone number in the email.

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

135. **ADDITIONAL NOTICES:** As of this date Seller has not received notices from any municipality, government  
136. agency or unit owners' association about the Property that Seller has not told Broker about, and Seller agrees to  
137. promptly tell Broker of any notices of that type that Seller receives.

139. **INTELLECTUAL PROPERTY:** Seller, Broker, and Licensee agree that all intellectual property created by Broker or  
140. Licensee relating to the Property, including but not limited to photographs, list price, property descriptions, and  
141. marketing remarks, shall be and remain the intellectual property of the Broker. In the event Seller provides content,  
142. including, but not limited to, any photos or videos of the Property ("Seller Content") to Broker, Seller grants to Broker a  
143. nonexclusive, perpetual, world-wide, transferable, royalty free license to sub-license (including through multiple tiers),  
144. reproduce, distribute, display, perform and create derivative works of the Seller Content. Seller represents and  
145. warrants that Seller has authority to provide Seller Content and Seller Content does not violate any restrictions  
146. regarding use including any third-party intellectual property rights or laws. Seller agrees to execute any further  
147. documents that are necessary to effect this license.

148. **MORTGAGE INFORMATION:** This shall serve as Seller's written notice granting Broker or the title company closing the  
149. sale of the Property permission to obtain mortgage information (e.g., mortgage balance, interest rate, payoff and/or  
150. assumption figures) regarding any existing financing on the Property. A copy of this document shall be as valid as the original.

151. **COOPERATION AND COMPENSATION:** Edina Realty's policy is to offer cooperation and compensation to any real  
152. estate broker who may sell your property, subject to prior bilateral agreements, if any, and excluding the  
153. Broker's Administrative Commission. Equal compensation is offered irrespective of the cooperating broker's  
154. agency or non-agency status. For the commission percentage or amount to be offered to cooperating brokers  
155. pursuant to this listing contract, please consult your Edina Realty sales agent.

156. **MULTIPLE OFFERS:** Edina Realty's policy is to disclose to all parties to a potential transaction, either directly or  
157. through the parties' real estate agents, the existence of multiple or competing offers for the purchase of your property.  
158. We believe that this policy best serves the needs of both sellers and buyers. If you do not agree to have this information  
159. disclosed, please advise your Edina Realty agent in writing.

160. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code  
161. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must  
162. withhold tax from the transferor ("Seller") if the transferor ("Seller") is a foreign person, provided there are no  
163. applicable exceptions from FIRPTA withholding.

164. Seller represents and warrants that Seller  IS  IS NOT a foreign person (i.e., a non-resident alien  
------(Check one.)----

165. individual, foreign corporation, foreign partnership, foreign trust, or foreign estate) for purposes of income taxation.

166. Due to the complexity and potential risks of failing to comply with FIRPTA, Seller should seek appropriate legal and  
167. tax advice regarding FIRPTA compliance, as Broker will be unable to confirm whether Seller is a foreign person  
168. or whether the withholding requirements of FIRPTA apply.

170. **ARBITRATION:**

171. In this Section, Edina Realty, Inc., its ultimate parent company HomeServices of America, Inc., and their affiliates, subsidiaries,  
172. employees, and agents are collectively referred to as "Broker-Related Party"; Broker-Related Party and Seller are individually  
173. referred to as a "party," and, collectively, the "parties." Any Broker-Related Party may enforce this Section and this Contract.

174. **Agreement to Arbitrate; Excluded Claims.** If a dispute or other claim or controversy between Seller and a Broker-Related  
175. Party arises out of or relates to this Contract, its interpretation, enforcement, or breach, including, but not limited to, claims  
176. arising from tort (which includes fraud and fraud in the inducement) (collectively, "Claims"), then, unless limited below, Seller and  
177. Broker-Related Party agree to resolve the Claim(s) by binding arbitration administered by and under the rules of the National  
178. Center for Dispute Settlement ("NCDS") (except to the extent that this Section conflicts with the NCDS rules). Alternatively, the  
179. parties may agree in writing to use another arbitration provider and/or different rules for the arbitration. You are not, however,  
180. required to arbitrate Claims that you are authorized by law or regulation to file in an administrative agency, commission, or board,  
181. unless the law or regulations governing these types of Claims require or allow you to first bring them in arbitration.

182. **The Arbitration & Arbitrator.** The arbitration must be commenced by filing a written demand with NCDS (or the other chosen  
183. arbitration provider). If Seller can show that Seller cannot afford the initial arbitration filing fee, then the Broker-Related Party will  
184. pay Seller's initial filing fee, but Seller must pay Seller's additional arbitration fees, attorney's and expert fees, and costs. This  
185. Contract and the listing and sale of Seller's property evidences a transaction involving interstate commerce and this Section  
186. must be interpreted and the arbitration conducted under the Federal Arbitration Act ("FAA"). The arbitrator will have the exclusive  
187. authority to resolve any Claims between the parties relating to the formation, enforceability, enforcement (including by non-  
188. signatories to this Agreement), applicability, waiver, or interpretation of this Section under the FAA, including whether all or any  
189. part of this Section is void or voidable. The arbitrator must rule on (a) his or her jurisdiction, including any objections with respect  
190. to the existence, scope, or validity of this Section; (b) the arbitrability of any Claims; and (c) the existence or validity of this  
191. Contract. The arbitrator must interpret this Section as an enforceable contract independent of the other terms of this Contract,  
192. and the arbitrator's decision that this Contract, or any part of this Contract, is null and void will not for that reason alone render  
193. this Section invalid or unenforceable.

194. **Discovery; Confidentiality.** The arbitrator may order discovery sufficient to enable a full and fair exploration of the facts and  
195. legal issues underlying the Claims, consistent with the expedited nature of arbitration. The parties and the arbitrator must keep  
196. all aspects of the arbitration confidential and not make them part of the public record, including all (a) pleadings, motions,  
197. discovery, memoranda, and other work product in the parties' or the arbitrator's files that were prepared for use in an arbitration  
198. hearing or conference or used in an arbitral award; and (b) communications made by or to a party, the arbitrator, or any other  
199. person in or in connection with the arbitration (the "Confidential Materials"). The parties must not disclose any Confidential  
200. Materials in any judicial or administrative proceeding, except that a party may disclose certain Confidential Materials if the parties  
201. agree in writing to waive confidentiality over the Confidential Materials.

202. **Award Limitations.** The arbitrator may award a party any remedy that would have been available had the parties litigated the  
203. Claims in court, including money damages and injunctive relief. The arbitrator, however, cannot issue any award that includes  
204. any punitive, special, consequential, incidental, indirect, or exemplary damages. Any arbitrator determination, finding, or award  
205. will be final and binding on the parties, and either party may confirm any of them in a court with jurisdiction. A party cannot  
206. arbitrate any Claims unless the party commences the arbitration within the statutes of limitation governing the Claims.

207. **Jury Waiver & Class Action Waiver.** **THE PARTIES WILL HAVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION,**  
208. **BUT THEY ARE HEREBY GIVING UP THEIR RIGHTS TO RESOLVE THEIR CLAIMS IN A COURT OR JURY TRIAL.** The  
209. parties must submit their own, individual Claims for resolution in the arbitration. **The parties hereby waive the following rights:**  
210. (a) the right to represent the interests of any other person or join or consolidate any Claims by or against third parties; (b) the right  
211. to bring, join, or maintain any Claims (in arbitration or otherwise) where the party or another person seeks to act (i) as a  
212. representative or member of a class, collective, or mass action, (ii) in the general-public interest, or (iii) in any private-attorney-  
213. general capacity; and (c) **the right to participate in a class-action lawsuit or class-wide arbitration;** and (d) the right to  
214. participate as a representative or member in a class arbitration or any consolidation of individual arbitrations (collectively, the  
215. "Class Action Waivers"). The Class Action Waivers will control and supersede any contrary agreements, statements, NCDS  
216. rules, or other arbitration provider's rules.

217. **Validity.** If any part of this Section, other than the Class Action Waivers, is determined to be invalid or unenforceable, then the  
218. remaining parts of this Section still will remain fully enforceable. If any part of the Class Action Waivers is determined to be  
219. unenforceable, then the Broker-Related Party will have the unilateral right to determine whether to proceed in arbitration or  
220. require that the Claims be brought in a court with jurisdiction over the Claims, on the condition that a determination that the Class  
221. Action Waivers are unenforceable will be subject to appeal.

**223. FOR COMMUNICATION:** Unless Seller has opted out under the procedure below, Seller gives Edina Realty and Edina Realty's affiliated companies express permission to contact Seller by telephone, mail, fax, e-mail or other means of communication, even if the telephone number is listed on a state, federal or company-specific do-not-call list.

**227. FEDERAL NOTICE.** The Edina Realty family of companies is providing this notice. Edina Realty has brokerage, title, mortgage and insurance affiliates that are committed to the highest quality of service. If you choose, however, you may limit the Edina Realty companies from marketing their products or services to you based on your personal information that they receive from other Edina Realty companies, such as your contact and transaction information. (Rest assured, we do not share your financial information with anyone.) Your choice to limit the marketing offers from Edina Realty companies will apply until you tell us to change your choice. To limit marketing offers, contact us by telephone toll-free at 1-877-270-1289.

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

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

**241. ACCEPTED BY:** Edina Realty, Inc. **ACCEPTED BY:** Maria Solberg  
(Real Estate Company Name) (Licensee Signature)

242. Date Signed: \_\_\_\_\_, 20\_\_\_\_

**243. ACCEPTED BY:** \_\_\_\_\_ **ACCEPTED BY:** \_\_\_\_\_  
(Seller) City of Princeton (Date) (Seller) (Date)

244. 705 2nd St N \_\_\_\_\_  
(Address) (Address)

245. Princeton MN 55371 \_\_\_\_\_  
(Phone) (Phone)

246. \_\_\_\_\_  
(E-mail address) (E-mail address)

247. I/we would like relocation services. Yes  No

248. Date Signed: \_\_\_\_\_, 20\_\_\_\_

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



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

This form approved by the Minnesota Association of REALTORS<sup>®</sup>,  
which disclaims any liability arising out of use or misuse of this form.  
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1. Page 1

2. **ARBITRATION DISCLOSURE**

3. You have the right to choose whether to have any disputes about disclosure of material facts affecting the use or  
4. enjoyment of the property that you are buying or selling decided by binding arbitration or by a court of law. By agreeing  
5. to binding arbitration, **you give up your right to go to court for claims over \$15,000.**

6. By signing the RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT ("ARBITRATION AGREEMENT") on  
7. page two (2), you agree to the following:

8. (1) disputes with demands which fall within the jurisdictional limits of the conciliation court shall be resolved in the  
9. applicable conciliation court; and  
10. (2) all other disputes shall be subject to binding arbitration under the Residential Real Property Arbitration  
11. System ("Arbitration System") administered by National Center for Dispute Settlement ("NCDS") and endorsed  
12. by the Minnesota Association of REALTORS<sup>®</sup> ("MNAR"). The ARBITRATION AGREEMENT is enforceable only  
13. if it is signed by all buyers, sellers and licensees representing or assisting the buyers and the sellers. The  
14. ARBITRATION AGREEMENT is not part of the *Purchase Agreement*. **Your Purchase Agreement will still**  
15. **be valid whether or not you sign the ARBITRATION AGREEMENT.**

16. The Arbitration System is a private dispute resolution system offered as an alternative to the court system. It is not  
17. government sponsored. NCDS and the MNAR jointly adopt the rules that govern the Arbitration System. NCDS and  
18. the MNAR are not affiliated. Under the ARBITRATION AGREEMENT you must use the arbitration services of NCDS.

19. All disputes about or relating to disclosure of material facts affecting the use or enjoyment of the property, excluding  
20. disputes related to title issues, are subject to arbitration under the ARBITRATION AGREEMENT. This includes claims  
21. of fraud, misrepresentation, warranty and negligence. Nothing in this Agreement limits other rights you may have under  
22. MN Statute 327A (statutory new home warranties) or under private contracts for warranty coverage. An agreement to  
23. arbitrate does not prevent a party from contacting the Minnesota Department of Commerce, the state agency that  
24. regulates the real estate profession, about licensee compliance with state law.

25. The administrative fee for the Arbitration System varies depending on the amount of the claim, but it is more than initial  
26. court filing fees. In some cases, conciliation court is cheaper than arbitration. The maximum claim allowed in conciliation  
27. court is \$15,000. This amount is subject to future change. In some cases, it is quicker and less expensive to arbitrate  
28. disputes than to go to court, but the time to file your claim and pre-hearing discovery rights are limited. The right to  
29. appeal an arbitrator's award is very limited compared to the right to appeal a court decision.

30. **A request for arbitration must be filed within 24 months of the date of the closing on the property or else the**  
31. **claim cannot be pursued. In some cases of fraud, a court or arbitrator may extend the 24-month limitation**  
32. **period provided herein.**

33. A party who wants to arbitrate a dispute files a Demand, along with the appropriate administrative fee, with NCDS.  
34. NCDS notifies the other party, who may file a response. NCDS works with the parties to select and appoint an arbitrator  
35. to hear and decide the dispute. A three-arbitrator panel will be appointed instead of a single arbitrator at the request  
36. of any party. The party requesting a panel must pay an additional fee. Arbitrators have backgrounds in law, real estate,  
37. architecture, engineering, construction or other related fields.

38. Arbitration hearings are usually held at the home site. Parties are notified about the hearing at least 14 days in advance.  
39. A party may be represented by a lawyer at the hearing, at the party's own expense, if he or she gives five (5) days  
40. advance notice to the other party and to NCDS. Each party may present evidence, including documents or testimony  
41. by witnesses. The arbitrator must make any award within 30 days from the final hearing date. The award must be  
42. in writing and may provide any remedy the arbitrator considers just and equitable that is within the scope of the parties'  
43. agreement. The arbitrator does not have to make findings of fact that explain the reason for granting or denying an  
44. award. The arbitrator may require the party who does not prevail to pay the administrative fee.

45. **This Arbitration Disclosure provides only a general description of the Arbitration System and a general overview**  
46. **of the Arbitration System rules.** For specific information regarding the administrative fee, please see the Fee Schedule  
47. located in the NCDS Rules. Copies of the Arbitration System rules are available from NCDS by calling (866) 727-8119  
48. or on the Web at [www.ncdsusa.org](http://www.ncdsusa.org) or from your REALTOR<sup>®</sup>. If you have any questions about arbitration, call NCDS  
49. at (866) 727-8119 or consult a lawyer.



a Berkshire Hathaway affiliate

DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

50. Page 2

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

53. RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

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

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

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

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

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

69. City of Princeton Authorized signer \_\_\_\_\_ (Seller's Printed Name) \_\_\_\_\_ (Buyer's Printed Name)

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

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

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

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

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

MN:DS:ADRAA-2 (8/19)

**DISCLOSURE STATEMENT:  
SELLER'S DISCLOSURE ALTERNATIVES**

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.  
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1. Date \_\_\_\_\_
2. Page 1 of \_\_\_\_\_ pages: RECORDS AND
3. REPORTS, IF ANY, ARE ATTACHED AND MADE A
4. PART OF THIS DISCLOSURE

5. Property located at \_\_\_\_\_ ,

6. City of \_\_\_\_\_ , County of \_\_\_\_\_ ,

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

8. **NOTICE:** Sellers of residential property, with limited exceptions, are obligated to satisfy the requirements of MN Statutes  
9. 513.52 through 513.60. **To comply with the statute, Seller must provide either a written disclosure to the**  
10. **prospective Buyer (see *Disclosure Statement: Seller's Property Disclosure Statement*) or satisfy one of the**  
11. **following two options.** Disclosures made here, if any, are not a warranty or guarantee of any kind by Seller or  
12. licensee(s) representing or assisting any party in this transaction and are not a substitute for any inspections or  
13. warranties the party(ies) may wish to obtain.

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

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

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

24. The inspection report was prepared by \_\_\_\_\_

25. \_\_\_\_\_ , and dated \_\_\_\_\_ .

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

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

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

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

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

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

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

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

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

38. **NOTE:** If both Seller and prospective Buyer agree, in writing, to waive the written disclosure required under  
39. MN Statutes 513.52 through 513.60, Seller is not obligated to disclose ANY material facts of which Seller  
40. is aware that could adversely and significantly affect the Buyer's use or enjoyment of the Property or any  
41. intended use of the Property, other than those disclosure requirements created by any other law.  
42. Seller is not obligated to update Buyer on any changes made to material facts of which Seller is aware that could  
43. adversely and significantly affect the Buyer's use or enjoyment of the Property or any intended use of the  
44. Property that occur, other than those disclosure requirements created by any other law.

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

48. Property located at \_\_\_\_\_
49. **OTHER REQUIRED DISCLOSURES:**
50. **NOTE:** In addition to electing one of the above alternatives to the material fact disclosure, Minnesota law also  
51. requires sellers to provide other disclosures to prospective buyers, such as those disclosures listed below.  
52. Additionally, there may be other required disclosures by federal, state, local, or other governmental entities  
53. that are not listed below.
54. **A. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:** (A subsurface sewage treatment system  
55. disclosure is required by MN Statute 115.55.) (Check appropriate box.)
56. Seller  **DOES**  **DOES NOT** know of a subsurface sewage treatment system on or serving the above-described  
57. real Property. (If answer is **DOES**, and the system does not require a state permit, see Disclosure Statement:  
58. Subsurface Sewage Treatment System.)  
59.  There is a subsurface sewage treatment system on or serving the above-described real Property.  
60. (See Disclosure Statement: Subsurface Sewage Treatment System.)  
61.  There is an abandoned subsurface sewage treatment system on the above-described real Property.  
62. (See Disclosure Statement: Subsurface Sewage Treatment System.)
63. **B. PRIVATE WELL DISCLOSURE:** (A well disclosure and Certificate are required by MN Statute 1031.235.)  
64. (Check appropriate box(es).)  
65.  Seller does not know of any wells on the above-described real Property.  
66.  There are one or more wells located on the above-described real Property. (See Disclosure Statement: Well.)  
67.  This Property is in a Special Well Construction Area.  
68.  There are wells serving the above-described Property that are not located on the Property.
69. Comments:  
70. \_\_\_\_\_  
71. \_\_\_\_\_
72. **C. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code  
73. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must  
74. withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply.
75. Seller represents that Seller  **IS**  **IS NOT** a foreign person (i.e., a non-resident alien individual, foreign corporation,  
76. foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall  
77. survive the closing of any transaction involving the Property described here.
78. **NOTE:** If the above answer is "**IS**," Buyer may be subject to income tax withholding in connection with the  
79. transaction (unless the transaction is covered by an applicable exception to FIRPTA withholding). In  
80. non-exempt transactions, Buyer may be liable for the tax if Buyer fails to withhold.  
81. If the above answer is "**IS NOT**," Buyer may wish to obtain specific documentation from Seller ensuring  
82. Buyer is exempt from the withholding requirements as prescribed under Section 1445 of the Internal  
83. Revenue Code.
84. Due to the complexity and potential risks of failing to comply with FIRPTA, including Buyer's responsibility  
85. for withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding**  
86. **FIRPTA compliance, as the respective licensees representing or assisting either party will be unable to**  
87. **assure either party whether the transaction is exempt from the FIRPTA withholding requirements.**

89. Property located at \_\_\_\_\_

90. **D. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

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

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

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

94. (See Disclosure Statement: Methamphetamine Production.)

95. **E. RADON DISCLOSURE:**

96. (The following Seller disclosure satisfies MN Statute 144.496.)

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

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

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

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

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

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

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

119. \_\_\_\_\_  
120. \_\_\_\_\_  
121. \_\_\_\_\_

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

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

125. \_\_\_\_\_  
126. \_\_\_\_\_  
127. \_\_\_\_\_

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

133. Property located at \_\_\_\_\_
134. **G. NOTICE REGARDING CARBON MONOXIDE DETECTORS:**
135. MN Statute 299F.51 requires Carbon Monoxide Detectors to be located within ten (10) feet from all sleeping
136. rooms. Carbon Monoxide Detectors may or may not be personal property and may or may not be included in the
137. sale of the home.
138. **H. WATER INTRUSION AND MOLD GROWTH:** Studies have shown that various forms of water intrusion affect many
139. homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture leaving the
140. home.
141. Examples of exterior moisture sources may be
142. • improper flashing around windows and doors,
143. • improper grading,
144. • flooding,
145. • roof leaks.
146. Examples of interior moisture sources may be
147. • plumbing leaks,
148. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
149. • overflow from tubs, sinks, or toilets,
150. • firewood stored indoors,
151. • humidifier use,
152. • inadequate venting of kitchen and bath humidity,
153. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
154. • line-drying laundry indoors,
155. • houseplants—watering them can generate large amounts of moisture.
156. In addition to the possible structural damage water intrusion may do to the Property, water intrusion may also result
157. in the growth of mold, mildew, and other fungi. Mold growth may also cause structural damage to the Property.
158. Therefore, it is very important to detect and remediate water intrusion problems.
159. Fungi are present everywhere in our environment, both indoors and outdoors. Many molds are beneficial to humans.
160. However, molds have the ability to produce mycotoxins that may have a potential to cause serious health problems,
161. particularly in some immunocompromised individuals and people who have asthma or allergies to mold.
162. To complicate matters, mold growth is often difficult to detect, as it frequently grows within the wall structure. If you
163. have a concern about water intrusion or the resulting mold/mildew/fungi growth, you may want to consider having
164. the Property inspected for moisture problems before entering into a purchase agreement or as a condition of your
165. purchase agreement. Such an analysis is particularly advisable if you observe staining or any musty odors on the
166. Property.
167. **I. NOTICE REGARDING PREDATORY OFFENDER INFORMATION: Information regarding the predatory**
168. **offender registry and persons registered with the predatory offender registry under MN Statute 243.166**
169. **may be obtained by contacting the local law enforcement offices in the community where the property is**
170. **located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections**
171. **web site at [www.corr.state.mn.us](http://www.corr.state.mn.us).**

173. Property located at \_\_\_\_\_

174. **J. SELLER'S STATEMENT:**

175. (To be signed at time of listing.)

176. Seller(s) hereby authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide  
177. a copy of this Disclosure Statement to any person or entity in connection with any actual or anticipated sale of the  
178. Property. A seller may provide this Disclosure Statement to a real estate licensee representing or assisting a  
179. prospective buyer. The Disclosure Statement provided to the real estate licensee representing or assisting a  
180. prospective buyer is considered to have been provided to the prospective buyer. If this Disclosure Statement is  
181. provided to the real estate licensee representing or assisting the prospective buyer, the real estate licensee must  
182. provide a copy to the prospective buyer.

183. **QUALIFIED THIRD-PARTY INSPECTION:** If Seller has made a disclosure under the Qualified Third-Party  
184. Inspection, Seller is obligated to disclose to Buyer in writing of any new or changed facts of which Seller is aware  
185. that could adversely and significantly affect the Buyer's use or enjoyment of the Property or any intended use of  
186. the Property that occur up to the time of closing. To disclose new or changed facts, please use the Amendment  
187. to Disclosure Statement form.

188. **WAIVER:** If Seller and Buyer agree to waive the seller disclosure requirement, Seller is NOT obligated to disclose  
189. and will NOT disclose any new or changed information regarding facts.

190. **OTHER REQUIRED DISCLOSURES (Sections A-F):** Whether Seller has elected a Qualified-Third Party Inspection  
191. or Waiver, Seller is obligated to notify Buyer, in writing, of any new or changed facts regarding Other Required  
192. Disclosures up to the time of closing. To disclose new or changed facts, please use the Amendment to Seller's  
193. Disclosure form.

194. \_\_\_\_\_  
(Seller) City of Princeton Authorized signer (Date) (Seller) (Date)

195. **K. BUYER'S ACKNOWLEDGEMENT:**

196. (To be signed at time of purchase agreement.)

197. I/We, the Buyer(s) of the Property, acknowledge receipt of this Seller's Disclosure Alternatives form and agree to  
198. the seller's disclosure option selected in this form. I/We further agree that no representations regarding facts have  
199. been made, other than those made in this form. This Disclosure Statement is not a warranty or a guarantee of  
200. any kind by Seller or licensee representing or assisting any party in the transaction and is not a suitable substitute  
201. for any inspections or warranties the party(ies) may wish to obtain.

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

203. \_\_\_\_\_  
(Buyer) (Date) (Buyer) (Date)

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

# Radon in Real Estate Transactions

All Minnesota homes can have dangerous levels of radon gas. Radon is a colorless, odorless and tasteless **radioactive gas** that can seep into homes from the soil. When inhaled, it can damage the lungs. Long-term exposure to radon can lead to **lung cancer**. About 21,000 lung cancer deaths each year in the United States are caused by radon.

The only way to know how much radon gas has entered the home is to conduct a radon test. MDH estimates 2 in 5 homes exceed the 4.0 pCi/L action level. Whether a home is old or new, **any home can have high levels of radon**.

The purpose of this publication is to educate and inform potential home buyers of the risks of radon exposure, and how to test for and reduce radon as part of real estate transactions.

## Disclosure Requirements



Effective January 1, 2014, the Minnesota Radon Awareness Act requires specific disclosure and education be provided to potential home buyers during residential real estate transactions in Minnesota. **Before signing a purchase agreement to sell or transfer residential real property**, the seller shall provide this publication and shall disclose in writing to the buyer:

1. whether a radon test or tests have occurred on the property;
2. the most current records and reports pertaining to radon concentrations within the dwelling;
3. a description of any radon levels, mitigation, or remediation;
4. information on the radon mitigation system, if a system was installed; and
5. a radon warning statement.

**MDH** Minnesota  
Department of Health

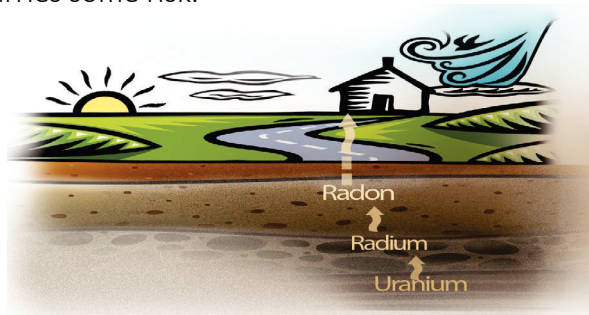
INDOOR AIR UNIT

## Radon Facts

**How dangerous is radon?** Radon is the number one cause of lung cancer in non-smokers, and the second leading cause overall. Your risk for lung cancer increases with higher levels of radon, prolonged exposure, and whether or not you are a current smoker or former smoker.

**Where is your greatest exposure to radon?** For most Minnesotans, your greatest exposure is at home where radon can concentrate indoors.

**What is the recommended action based on my results?** If the average radon in the home is at or above 4.0 pCi/L, the home's radon level should be reduced. Also, consider mitigating if radon levels are between 2.0 pCi/L and 3.9 pCi/L. Any amount of radon, even below the recommended action level, carries some risk.



**MDH Radon Program**  
PO Box 64975  
St Paul, MN 55164-0975  
[health.indoor@state.mn.us](mailto:health.indoor@state.mn.us)  
[www.health.state.mn.us/radon](http://www.health.state.mn.us/radon)  
651-201-4601  
800-798-9050



## Radon Testing

Any test lasting less than three months requires **closed-house conditions**. Keep all windows and doors closed, except for normal entry and exit.

**Before testing:** Begin closed-house conditions at least 12 hours before the start of the radon test.

**During testing:** Maintain closed-house conditions during the entire duration of the short-term test. Operate home heating or cooling systems normally during the test. Test for at least 48 hours.

**Where should the test be conducted?** Any radon test conducted for a real estate transaction needs to be placed in the lowest livable area of the home suitable for occupancy. This is typically in the basement, whether finished or unfinished.

Place the test kit:

- twenty inches to six feet above the floor
- at least three feet from exterior walls
- four inches away from other objects
- in a location where it won't be disturbed
- not in enclosed areas or areas of high heat or humidity

## Radon Mitigation

When elevated levels of radon are found, they can be easily reduced by a certified radon mitigation professional.

**Radon mitigation** is the process used to reduce radon concentrations in buildings. This is done by drawing soil gas from under the house and venting it above the roof. A quality mitigation system should reduce levels to below 4.0 pCi/L, if not lower.

**After a radon mitigation system is installed** perform an independent short-term test to ensure the reduction system is effective. Operate the radon system during the entire test. This test will confirm low levels in the home. Be sure to retest the house every two years to confirm continued radon reduction.

## Radon Warning Statement

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

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

**How are radon tests conducted in real estate transactions?** There are special protocols for radon testing. The two most common ways to test are either using a calibrated continuous radon monitor (CRM) or two-short term test kits used at the same time. The short-term test kits are placed 4 inches apart and the results are averaged.

### Continuous Radon Monitor (CRM)

*Fastest*



### Simultaneous Short-term Testing

*Second Fastest*



**All radon tests should be conducted by a certified professional.** This ensures the test was conducted properly, in the correct location, and under appropriate building conditions. A list of these radon measurement professionals can be found at MDH's Radon website. If the seller previously conducted testing in a property at or above 4 pCi/L, the home should be mitigated.

## DISCLOSURE STATEMENT: VACANT LAND

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.  
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1. Date \_\_\_\_\_
2. Page 1 of \_\_\_\_\_ pages: RECORDS AND
3. REPORTS, IF ANY, ARE ATTACHED AND MADE
4. A PART OF THIS DISCLOSURE

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

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

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

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

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

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

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

32. Property location or identification \_\_\_\_\_,  
(Address/Section/Township/Range)

33. PID # \_\_\_\_\_, Legal Description \_\_\_\_\_,

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

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

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

37. (1) What date did you acquire the land? \_\_\_\_\_

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

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

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

41. (3) Are you in possession of prior vacant land disclosure statement(s)?

42. (If "Yes," please attach if in your possession.)  Yes  No

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

45. Property located at \_\_\_\_\_
46. (4) Are there any current or past Phase I, Phase II, or Phase III Environmental Site  
47. Assessment(s)? (If "Yes," please attach if in your possession.)  Yes  No
48. (5) Access (where/type): \_\_\_\_\_
49. Is access (legal and physical) other than by direct frontage on a public road?  Yes  No
50. (6) Has the Property been surveyed?  Yes  No
51. Year surveyed: \_\_\_\_\_
52. What company/person performed the survey? \_\_\_\_\_
53. Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_
54. (7) Is this platted land?  Yes  No
55. If "Yes,"
56. has the plat been recorded?  Yes  No
57. do you have a certificate of survey in your possession?  Yes  No
58. If "Yes," who completed the survey? \_\_\_\_\_ When? \_\_\_\_\_
59. (8) Are there any property markers on the Property?  Yes  No
60. If "Yes," give details: \_\_\_\_\_
61. \_\_\_\_\_
62. (9) Is the Property located on a public or private road?  Public  Private  Public: no maintenance
63. (10) Are there any private or non-dedicated roadways that you are responsible for?  Yes  No
64. (11) Are there any rivers, lakes, ponds, creeks, streams, or springs running  
65. through the Property or along a boundary line?  Yes  No
66. (12) Flood Insurance: All properties in the State of Minnesota have been assigned a flood zone designation.  
67. Some flood zones may require flood insurance.
68. (a) Do you know which zone the Property is located in?  Yes  No
69. If "Yes," which zone? \_\_\_\_\_
70. (b) Have you ever had a flood insurance policy?  Yes  No
71. If "Yes," is the policy in force?  Yes  No
72. If "Yes," what is the annual premium? \$ \_\_\_\_\_
73. If "Yes," who is the insurance carrier? \_\_\_\_\_
74. (c) Have you ever had a claim with a flood insurance carrier or FEMA?  Yes  No
75. If "Yes," please explain: \_\_\_\_\_
76. \_\_\_\_\_

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

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

84. Property located at \_\_\_\_\_
85. (13) Is the Property located in a drainage district, County or Judicial Drainage System?  Yes  No
86. (14) Is the Property drain tiled?  Yes  No
87. (15) Is there a private drainage system on the Property?  Yes  No
88. (16) Is the Property located within a government designated disaster evacuation zone  
89. (e.g., nuclear facility, hazardous chemical facility, hazardous waste facility)?  Yes  No
90. (17) Are there encroachments?  Yes  No
91. (18) Please provide clarification or further explanation for all applicable "Yes" responses in Section A:  
92. \_\_\_\_\_  
93. \_\_\_\_\_

94. **B. GENERAL CONDITION:** The following questions are to be answered to the best of Seller's knowledge.

95. (1) Are there any structures, improvements, or emblements (e.g., crops) included  
96. in the sale?  Yes  No
97. If "Yes," list all items:  
98. \_\_\_\_\_
99. (2) Are there any abandoned or junk motor vehicles, equipment of any kind, or debris  
100. included in the sale?  Yes  No
101. If "Yes," list all items: \_\_\_\_\_  
102. \_\_\_\_\_
103. (3) Are there any drainage issues, flooding, or conditions conducive to flooding?  Yes  No
104. (4) Has there been any damage by wind, fire, flood, hail, or other cause(s)?  Yes  No
105. If "Yes," give details of what happened and when: \_\_\_\_\_  
106. \_\_\_\_\_
107. (5) Were there any previous structures on the Property?  Yes  No
108. (6) Are there any settling, erosion, or soil movement problems on or affecting  
109. the Property?  Yes  No
110. (7) Are there any gravel pits, caves, sink holes, or mineshafts on or affecting  
111. the Property?  Yes  No
112. (8) For any questions in Section B answered "Yes," please explain: \_\_\_\_\_  
113. \_\_\_\_\_  
114. \_\_\_\_\_

115. **C. USE RESTRICTIONS:** The following questions are to be answered to the best of Seller's knowledge.

116. (1) Do any of the following types of covenants, conditions, reservations of rights or use, or restrictions affect  
117. the use or future resale of the Property?
118. (a) Are there easements, other than utility or drainage easements?  Yes  No
119. (b) Are there any public or private use paths or roadway rights of way/  
120. easement(s)?  Yes  No
121. (c) Are there any ongoing financial maintenance or other obligations related to  
122. the Property that the buyer will be responsible for?  Yes  No

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

125. Property located at \_\_\_\_\_
126. (d) Are there any communication, power, wind, pipeline (utility or drainage),  
127. or other utility rights of way/easement(s)?  Yes  No
128. (e) Are there any railroad or other transportation rights of way/easement(s)?  Yes  No
129. (f) Is there subdivision or other recorded covenants, conditions, or restrictions?  Yes  No
130. (g) Are there association requirements or restrictions?  Yes  No
131. (h) Is there a right of first refusal to purchase?  Yes  No
132. (i) Is the Property within the boundaries of a Native American reservation?  Yes  No
133. (j) Are there any Department of Natural Resources restrictions?  Yes  No
134. (k) Is the Property located in a watershed district?  Yes  No
135. (l) Is the Property enrolled in any federal, state, or local governmental programs  
136. (e.g., conservation programs, CREP, CRP, EQIP, Green Acres, Managed Forest Land,  
137. RIM, riparian buffers, Rural Preserve, SFIA, WRP/RIM-WRP, etc.)?  Yes  No
138. (m) Are there any USDA Wetland Determinations?  Yes  No
139. (n) Are there any USDA Highly Erodible Land Determinations?  Yes  No
140. (o) Are there any conservation practices installed (e.g., terracing, waterways,  
141. control structures)?  Yes  No
142. (p) Are there any federal or state listed species?  Plants  Animals  Yes  No
143. (q) Are there any third parties which have an interest in the mineral rights?  Yes  No
144. (r) Is there any forfeiture or transfer of rights (e.g., mineral, timber,  
145. development, etc.)  Yes  No
146. (s) Are there any historical registry restrictions?  Yes  No
147. (t) If any of the questions in Section C(1) are answered "Yes," please provide written copies of these  
148. covenants, conditions, reservations, or restrictions if in your possession: \_\_\_\_\_  
149. \_\_\_\_\_  
150. \_\_\_\_\_
151. (2) Have you ever received notice from any person or authority as to any breach of any of these covenants,  
152. conditions, reservations, or restrictions?  Yes  No
153. If "Yes," please explain: \_\_\_\_\_  
154. \_\_\_\_\_  
155. \_\_\_\_\_
156. (3) Is the Property currently rented?  Yes  No
157. If "Yes," is there a written lease?  Yes  No
158. If "Yes," please provide a copy of the lease if in your possession or provide information:
159. Lease start date: \_\_\_\_\_
160. Lease end date: \_\_\_\_\_
161. Number of acres leased: \_\_\_\_\_
162. Price/acre: \_\_\_\_\_
163. Terms of lease: \_\_\_\_\_
164. Renter's name: \_\_\_\_\_ Phone number: \_\_\_\_\_
165. May the renter be contacted for information on the Property?  Yes  No

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

168. Property located at \_\_\_\_\_ .
169. (4) Is woodland leased for recreational purposes?  Yes  No
170. (5) Has a timber cruise been completed on woodland?  Yes  No
171. (6) Has timber been harvested in the past 25 years?  Yes  No
172. If "Yes," what species was harvested? \_\_\_\_\_
173. Was harvest monitored by a registered forester?  Yes  No
174. (7) Are there plans for a new road, expansion of an existing road, airport, trail,  
175. affect by railroad, or other improvement that may affect this Property?  Yes  No
176. If "Yes," please explain:  
177. \_\_\_\_\_  
178. \_\_\_\_\_
179. (8) Are there any zoning violations, nonconforming uses, or unusual restrictions on the  
180. Property that would affect future construction or remodeling?  Yes  No
181. **D. UTILITIES:** The following questions are to be answered to the best of Seller's knowledge.
182. (1) Have any percolation tests been performed?  Yes  No
183. When? \_\_\_\_\_ By whom? \_\_\_\_\_
184. Attach copies of results, if in your possession.
185. (2) Subsurface Sewage Treatment System Disclosure: (A subsurface sewage treatment system disclosure is  
186. required by MN Statute 115.55.) (Check appropriate box.)
187. Seller  **DOES**  **DOES NOT** know of a subsurface sewage treatment system on or serving the above-described  
------(Check one.)-----
188. real Property. (If answer is **DOES**, and the system does not require a state permit, see Disclosure Statement:  
189. Subsurface Sewage Treatment System.)
190.  There is an abandoned subsurface sewage treatment system on the above-described real Property.  
191. (See Disclosure Statement: Subsurface Sewage Treatment System.)
192. (3) Private Well Disclosure: (A well disclosure and Certificate are required by MN Statute 103I.235.)  
193. (Check appropriate box(es).)
194.  Seller does not know of any wells on the above-described real Property.
195.  There are one or more wells located on the above-described real Property.  
196. (See Disclosure Statement: Well.)
197.  This Property is in a Special Well Construction Area.
198.  There are wells serving the above-described Property that are not located on the Property.  
199. (a) How many properties or residences does the shared well serve? \_\_\_\_\_
200. (b) Is there a maintenance agreement for the shared well?  Yes  No
201. If "Yes," what is the annual maintenance fee? \$ \_\_\_\_\_

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

204. Property located at \_\_\_\_\_
205. (4) Are any of the following presently existing within the Property:
206. (a) connection to public water?  Yes  No
207. (b) connection to public sewer?  Yes  No
208. (c) connection to private water system off-property?  Yes  No
209. (d) connection to electric utility?  Yes  No
210. (e) connection to pipelines (natural gas, petroleum, other)?  Yes  No
211. (f) connection to communication, power, or utility lines?  Yes  No
212. (g) connection to telephone?  Yes  No
213. (h) connection to fiber optic?  Yes  No
214. (i) connection to cable?  Yes  No

215. **E. ENVIRONMENTAL CONCERNS:** The following questions are to be answered to the best of Seller's knowledge.

216. (1) Are there any buried storage tanks or buried debris or waste on the Property?  Yes  No
217. If "Yes," give details: \_\_\_\_\_
218. \_\_\_\_\_
219. (2) Are there any hazardous or toxic substances or wastes in, on, or affecting
220. the Property?  Yes  No
221. If "Yes," give details: \_\_\_\_\_
222. \_\_\_\_\_
223. (3) Have any soil tests been performed?  Yes  No
224. When? \_\_\_\_\_ By whom? \_\_\_\_\_
225. Attach copies of results if in your possession.
226. (4) Are there any soil problems?  Yes  No
227. If "Yes," give details: \_\_\_\_\_
228. \_\_\_\_\_
229. (5) Are there any dead or diseased trees?  Yes  No
230. If "Yes," give details: \_\_\_\_\_
231. (6) Are there any insect/animal/pest infestations?  Yes  No
232. If "Yes," give details: \_\_\_\_\_
233. \_\_\_\_\_
234. (7) Are there any animal burial pits?  Yes  No
235. If "Yes," give details: \_\_\_\_\_
236. (8) Are there any unused wells or other potential environmental hazards (e.g., fuel or
237. chemical storage tanks, contaminated soil or water) on the land?  Yes  No
238. If "Yes," give details: \_\_\_\_\_
239. \_\_\_\_\_
240. (9) Did the land at one time abut or was located in close proximity to a gas station, refuse
241. disposal site, toxic substance storage site, junk yard, or other pollution situation?  Yes  No
242. If "Yes," give details: \_\_\_\_\_
243. \_\_\_\_\_

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

246. Property located at \_\_\_\_\_

247. (10) Is the Property located in or near an agricultural zone?  Yes  No

248. If "Yes," the Property may be subjected to normal and accepted agricultural practices and operations  
249. including, but not limited to, noise; dust; day and nighttime operation of farm machinery; the raising and  
250. keeping of livestock; and the storage and application of manure, fertilizers, soil amendments, herbicides  
251. and pesticides associated with normal agricultural operations.

252. (11) Are there any landfills or waste disposal sites within two (2) miles of the Property?  Yes  No

253. If "Yes," give details: \_\_\_\_\_

254. \_\_\_\_\_

255. (12) Is there any government sponsored clean-up of the Property?  Yes  No

256. If "Yes," give details: \_\_\_\_\_

257. \_\_\_\_\_

258. (13) Are there currently, or have previously been, any orders issued on the Property by any governmental authority  
259. ordering the remediation of a public health nuisance on the Property?  Yes  No

260. If "Yes," Seller certifies that all orders  HAVE  HAVE NOT been vacated.  
------(Check one.)-----

261. (14) Other: \_\_\_\_\_

262. \_\_\_\_\_

263. **F. RADON DISCLOSURE:** (The following Seller disclosure satisfies MN Statute 144.496.)

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

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

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

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

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

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

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

286. \_\_\_\_\_

287. \_\_\_\_\_



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

290. Property located at \_\_\_\_\_ .
291. (c) There  **IS**  **IS NOT** a radon mitigation system currently installed on the Property.  
------(Check one.)-----
292. If "IS," Seller shall disclose, if known, information regarding the radon mitigation system, including system  
293. description and documentation.
294. \_\_\_\_\_
295. \_\_\_\_\_
296. **EXCEPTIONS:** See Section O for exceptions to this disclosure requirement.
297. **G. PREFERENTIAL PROPERTY TAX TREATMENT:** Is the Property subject to any preferential  
298. property tax status or any other credits affecting the Property (e.g., Exclusive Ag Covenant,  
299. Green Acres, Managed Forest Land, Non-Profit Status, Rural Preserve, SFIA, etc.)?  Yes  No  
300. If "Yes," would these terminate upon the sale of the Property?  Yes  No
301. Explain: \_\_\_\_\_
302. **H. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code  
303. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must  
304. withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply.
305. Seller represents that Seller  **IS**  **IS NOT** a foreign person (i.e., a non-resident alien individual, foreign corporation,  
------(Check one.)-----  
306. foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall  
307. survive the closing of any transaction involving the Property described herein.
308. **NOTE:** If the above answer is "IS," Buyer may be subject to income tax withholding in connection with the  
309. transaction (unless the transaction is covered by an applicable exception to FIRPTA withholding). In  
310. non-exempt transactions, Buyer may be liable for the tax if Buyer fails to withhold.
311. If the above answer is "IS NOT," Buyer may wish to obtain specific documentation from Seller ensuring  
312. Buyer is exempt from the withholding requirements as prescribed under Section 1445 of the Internal  
313. Revenue Code.
314. Due to the complexity and potential risks of failing to comply with FIRPTA, including Buyer's responsibility  
315. for withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding**  
316. **FIRPTA compliance, as the respective licensees representing or assisting either party will be unable to**  
317. **assure either party whether the transaction is exempt from the FIRPTA withholding requirements.**
318. **I. METHAMPHETAMINE PRODUCTION DISCLOSURE:**  
319. (A methamphetamine production disclosure is required by MN Statute 152.0275, Subd. 2 (m).)  
320.  Seller is not aware of any methamphetamine production that has occurred on the Property.  
321.  Seller is aware that methamphetamine production has occurred on the Property.  
322. (See Disclosure Statement: Methamphetamine Production.)
323. **J. NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety zone  
324. with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are  
325. filed with the county recorder in each county where the zoned area is located. If you would like to determine if  
326. such zoning regulations affect the Property, you should contact the county recorder where the zoned area is  
327. located.
328. **K. CEMETERY ACT:** MN Statute 307.08 prohibits any damage or illegal molestation of human remains, burials,  
329. or cemeteries. A person who intentionally, willfully and knowingly destroys, mutilates, injures, disturbs or removes  
330. human skeletal remains or human burial grounds is guilty of a felony.
331. Are you aware of any human remains, burials, or cemeteries located on the Property?  Yes  No
332. If "Yes," please explain: \_\_\_\_\_
333. All unidentified human remains or burials found outside of platted, recorded, or identified cemeteries and in  
334. contexts which indicate antiquity greater than 50 years shall be dealt with according to the provisions of MN  
335. Statute 307.08, Subd. 7.

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

338. Property located at \_\_\_\_\_ .

339. **L. NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender  
340. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be  
341. obtained by contacting the local law enforcement offices in the community where the land is located or  
342. the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web  
343. site at [www.corr.state.mn.us](http://www.corr.state.mn.us).

344. **M. NOTICES/OTHER DEFECTS/MATERIAL FACTS:** The following questions are to be answered to the best of  
345. Seller's knowledge.

346. **Notices:** Seller  **HAS**  **HAS NOT** received a notice regarding **any** proposed improvement project from **any**  
------(Check one.)-----  
347. assessing authorities, the costs of which project may be assessed against the Property. If "HAS," please attach  
348. and/or explain : \_\_\_\_\_

349. \_\_\_\_\_

350. **Other Defects/Material Facts:** Are there any other material facts that could adversely and significantly affect an  
351. ordinary buyer's use or enjoyment of the Property or any intended use of the Property?  Yes  No

352. If "Yes," explain:

353.

354. **N. MN STATUTES 513.52 THROUGH 513.60:**

355. **Exceptions:** The seller disclosure requirements of MN Statutes 513.52 through 513.60 **DO NOT** apply to

- 356. (1) real property that is not residential real property;
- 357. (2) a gratuitous transfer;
- 358. (3) a transfer pursuant to a court order;
- 359. (4) a transfer to a government or governmental agency;
- 360. (5) a transfer by foreclosure or deed in lieu of foreclosure;
- 361. (6) a transfer to heirs or devisees of a decedent;
- 362. (7) a transfer from a co-tenant to one or more other co-tenants;
- 363. (8) a transfer made to a spouse, parent, grandparent, child, or grandchild of Seller;
- 364. (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property  
365. agreement incidental to that decree;
- 366. (10) a transfer of newly constructed residential property that has not been inhabited;
- 367. (11) an option to purchase a unit in a common interest community, until exercised;
- 368. (12) a transfer to a person who controls or is controlled by the grantor as those terms are defined with  
369. respect to a declarant under section 515B.1-103, clause (2);
- 370. (13) a transfer to a tenant who is in possession of the residential real property; or
- 371. (14) a transfer of special declarant rights under section 515B.3-104.

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

373. The seller disclosure requirements of MN Statute 144.496 DO NOT apply to (1)-(9) and (11)-(14) above. Sellers  
374. of newly constructed residential property must comply with the disclosure requirements of MN Statute 144.496.

375. **Waiver:** The written disclosure required under sections 513.52 to 513.60 may be waived if Seller and the  
376. prospective Buyer agree in writing. Waiver of the disclosure required under sections 513.52 to 513.60 does not  
377. waive, limit, or abridge any obligation for seller disclosure created by any other law.

378. **No Duty to Disclose**

- 379. A. There is no duty to disclose the fact that the Property
- 380. (1) is or was occupied by an owner or occupant who is or was suspected to be infected with Human  
381. Immunodeficiency Virus or diagnosed with Acquired Immunodeficiency Syndrome;
- 382. (2) was the site of a suicide, accidental death, natural death, or perceived paranormal activity; or
- 383. (3) is located in a neighborhood containing any adult family home, community-based residential facility,  
384. or nursing home.

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

387. Property located at \_\_\_\_\_ .

388. B. **Predatory Offenders.** There is no duty to disclose information regarding an offender who is required to  
399. register under MN Statute 243.166 or about whom notification is made under that section, if Seller, in a  
400. timely manner, provides a written notice that information about the predatory offender registry and  
401. persons registered with the registry may be obtained by contacting the local law enforcement agency  
402. where the property is located or the Department of Corrections.

403. C. The provisions in paragraphs A and B do not create a duty to disclose any facts described in paragraphs  
404. A and B for property that is not residential property.

405. D. **Inspections.**  
406. (1) Except as provided in paragraph (2), Seller is not required to disclose information relating to the real  
407. Property if a written report that discloses the information has been prepared by a qualified third party  
408. and provided to the prospective buyer. For purposes of this paragraph, "qualified third party" means  
409. a federal, state, or local governmental agency, or any person whom Seller or prospective buyer reasonably  
410. believes has the expertise necessary to meet the industry standards of practice for the type of  
411. inspection or investigation that has been conducted by the third party in order to prepare the written  
412. report.

413. (2) Seller shall disclose to the prospective buyer material facts known by Seller that contradict any  
414. information included in a written report under paragraph (1) if a copy of the report is provided to Seller.

415. **O. ADDITIONAL COMMENTS:**

416. \_\_\_\_\_  
417. \_\_\_\_\_  
418. \_\_\_\_\_

419. **P. SELLER'S STATEMENT:** (To be signed at time of listing.)

420. Seller(s) hereby states the facts as stated above are true and accurate and authorizes any licensee(s)  
421. representing or assisting any party(ies) in this transaction to provide a copy of this Disclosure Statement to  
422. any person or entity in connection with any actual or anticipated sale of the Property. A seller may provide this  
423. Disclosure Statement to a real estate licensee representing or assisting a prospective buyer. The Disclosure  
424. Statement provided to the real estate licensee representing or assisting a prospective buyer is considered to have  
425. been provided to the prospective buyer. If this Disclosure Statement is provided to the real estate licensee  
426. representing or assisting the prospective buyer, the real estate licensee must provide a copy to the prospective  
427. buyer.

428. **Seller is obligated to continue to notify Buyer in writing of any facts that differ from the facts disclosed**  
429. **here (new or changed) of which Seller is aware that could adversely and significantly affect the Buyer's**  
430. **use or enjoyment of the Property or any intended use of the Property that occur up to the time of closing.**  
431. To disclose new or changed facts, please use the Amendment to Disclosure Statement form.

432. \_\_\_\_\_ (Seller) **City of Princeton Authorized signer** (Date) \_\_\_\_\_ (Seller) \_\_\_\_\_ (Date)

433. **Q. BUYER'S ACKNOWLEDGEMENT:** (To be signed at time of purchase agreement.)

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

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

439. \_\_\_\_\_ (Buyer) \_\_\_\_\_ (Date) \_\_\_\_\_ (Buyer) \_\_\_\_\_ (Date)

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