

CONDITION OF THE PROPERTY.

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This document, dated _____, concerns the real property located at:
[street address]

and legally described as:

DISCLOSURE STATUTES.

Section 513.52 Definitions.

Subdivision 1. **Scope.** For purposes of sections 513.52 to 513.60, the terms defined in this section have the meanings given them.

Subd. 2. **Prospective buyer.** "Prospective buyer" means a person negotiating or offering to acquire for value legal or equitable title, or the right to acquire legal or equitable title, to residential real property.

Subd. 3. **Real estate licensee.** "Real estate licensee" means a person licensed under chapter 82.

Subd. 4. **Residential real property or residential real estate.** "Residential real property" or "residential real estate" means property occupied as, or intended to be occupied as, a single-family residence, including a unit in a common interest community as defined in section 515B.1-103, clause (10), regardless of whether the unit is in a common interest community not subject to chapter 515B.

Subd. 5. **Seller.** "Seller" means a person who owns legal or equitable title to residential real property.

Section 513.53 **Applicability.** The seller disclosure requirements in sections 513.52 to 513.60 apply to the transfer of any interest in residential real estate, whether by sale, exchange, deed, contract for deed, lease with an option to purchase, or any other option.

Section 513.54 **Exceptions.** The seller disclosure requirements in sections 513.52 to 513.60 do not apply to any of the following: (1) real property that is not residential real property; (2) a gratuitous transfer; (3) a transfer pursuant to a court order; (4) a transfer to a government or governmental agency; (5) a transfer by foreclosure or deed in lieu of foreclosure; (6) a transfer to heirs or devisees of a decedent; (7) a transfer from a cotenant to one or more other cotenants; (8) a transfer made to a spouse, parent, grandparent, child, or grandchild of the seller; (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property settlement agreement incidental to that decree; (10) a transfer of newly constructed residential property that has not been inhabited; (11) an option to purchase a unit in a common interest community, until exercised; (12) a transfer to a person who controls or is controlled by the grantor as those terms are defined with respect to a declarant under section 515B.1-103, clause (2); (13) a transfer to a tenant who is in possession of the residential real property; or (14) a transfer of special declarant rights under section 515B.3-104.

Section 513.55 General disclosure requirements.

Subdivision 1. **Contents.** (a) **Before signing an agreement to sell or transfer residential real property, the seller shall make a written disclosure to the prospective buyer. The disclosure must include all material facts of which the seller is aware that could adversely and significantly affect: (1) an ordinary buyer's use and enjoyment of the property; or (2) any intended use of the property of which the seller is aware.** (b) **The disclosure must be made in good faith and based upon the best of the seller's knowledge at the time of the disclosure.** [Emphasis added.]

Subd. 2. **Disclosure to licensee.** A seller may provide the written disclosure required under sections 513.52 to 513.60 to a real estate licensee representing or assisting the prospective buyer. The written disclosure provided to the real estate licensee representing or assisting the prospective buyer is considered to have been provided to the prospective buyer. If the written disclosure is provided to the real estate licensee representing or assisting the prospective buyer, the real estate licensee shall provide a copy to the prospective buyer.

Section 513.56 **Disclosure not required.** Subdivision 1. **General.** Section 513.55 does not create a duty to disclose the fact that residential property: (1) is or was occupied by an owner or occupant who is or was suspected to be infected with human immunodeficiency virus or diagnosed with acquired immunodeficiency syndrome; (2) was the site of a suicide, accidental death, natural death, or perceived paranormal activity; or (3) is located in a neighborhood containing any adult family home, community-based residential facility, or nursing home.

Subd. 2. **Offenders.** Section 513.55 does not create a duty to disclose information regarding an offender who is required to register under section 243.166, or about whom notification is made under that section, if the seller, in a timely manner, provides a written notice that information about the predatory offender registry and persons registered with the registry may be obtained by contacting the local law enforcement agency where the property is located or the Department of Corrections. This section does not create a duty to disclose any facts described in subdivision 1 and this subdivision for property that is not residential real property.

Subd. 3. **Inspections.** (a) Except as provided in paragraph (b), a seller is not required to disclose information relating to the real property if a written report that discloses the information has been prepared by a qualified third party and provided to the prospective buyer. For purposes of this paragraph, "qualified third party" means a federal, state, or local governmental agency, or any person whom the seller, or prospective buyer, reasonably believes has the expertise necessary to meet the industry standards of practice for the type of inspection or investigation that has been conducted by the third party in order to prepare the written report. (b) A seller shall disclose to the prospective buyer material facts known by the seller that contradict any information included in a written report under paragraph (a) if a copy of the report is provided to the seller.

Section 513.57 Liability for error, inaccuracy, or omission.

Subdivision 1. **No liability.** Unless the prospective buyer and seller agree to the contrary in writing, a seller is not liable for any error, inaccuracy, or omission of any information delivered under sections 513.52 to 513.60 if the error, inaccuracy, or omission was not within the personal knowledge of the seller, or was based entirely on information provided by other persons as specified in section 513.56, subdivision 3, and ordinary care was exercised in transmitting the information. It is not a violation of sections 513.52 to 513.60 if the seller fails to disclose information that could be obtained only through inspection or observation of inaccessible portions of the real estate or could be discovered only by a person with expertise in a science or trade beyond the knowledge of the seller.

Subd. 2. **Liability.** A seller who fails to make a disclosure as required by sections 513.52 to 513.60 and was aware of material facts pertaining to the real property is liable to the prospective buyer. A person injured by a violation of this section may bring a civil action and recover damages and receive other equitable relief as determined by the court. An action under this subdivision must be commenced within two years after the date on which the prospective buyer closed the purchase or transfer of the real property.

Subd. 3. **Other actions.** Nothing in sections 513.52 to 513.60 precludes liability for an action based on fraud, negligent misrepresentation, or other actions allowed by law.

Section 513.58 Amendment to disclosure.

Subdivision 1. **Notice.** A seller must notify the prospective buyer in writing as soon as reasonably possible, but in any event before closing, if the seller learns that the seller's disclosure required by section 513.55 was inaccurate.

Subd. 2. **Failure to notify; liability.** A seller who fails to notify the prospective buyer of any amendments to the initial disclosure required under subdivision 1 is liable to the prospective buyer as provided in section 513.57.

Section 513.59 **Transfer not invalidated.** A transfer subject to sections 513.52 to 513.60 is not invalidated solely because of the failure of any person to comply with a provision of those sections. This section does not prevent a court from ordering a rescission of the transfer.

Section 513.60 **Waiver.** The written disclosure required under sections 513.52 to 513.60 may be waived if the seller and the prospective buyer agree in writing. **Waiver of the disclosure required under sections 513.52 to 513.60 does not waive, limit, or abridge any obligation for seller disclosure created by any other law.** [Emphasis added.]

1 Seller: *If you are using M.S.B.A. Real Property Form No. 1, Minnesota Standard Residential*
2 *Purchase Agreement (@2004 or later), skip this section on "Compliance With Statute." It*
3 *duplicates Paragraph 10., of your purchase agreement.*

4
5 **COMPLIANCE WITH STATUTE**

6 **Seller and Buyer may agree to inspections conducted by Buyer regardless of how Seller and Buyer**
7 **decide to comply with this disclosure law. If Buyer wants an inspection, the purchase agreement**
8 **should include provisions for a Buyer-obtained inspection.**

9 Pursuant to Minnesota Statutes sections 513.52 - 513.60, **to comply with the statute:** Seller must provide
10 a written disclosure [see (1) below], or Buyer must have received an inspection report [see (2) below], or
11 Buyer and Seller may waive the written disclosure requirements [see (3) below]. This compliance is for
12 Seller's real property located at *[street address]*: _____

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14 ***[SELECT ONLY ONE OF THESE THREE:]***

15 (1) **Seller's Disclosure.** Seller is providing a written disclosure to Buyer. Seller's disclosure is
16 included in this form on page 3. Seller shall correct in writing any inaccuracies in the disclosure
17 as soon as reasonably possible before closing.

18 (2) **Inspection Report.** *[If (2) is selected, pages 3-8 of this form may be discarded.]* Buyer has
19 received an inspection report by a qualified third-party. If a copy of the inspection report is
20 provided to Seller, Seller shall disclose to Buyer material facts known to Seller that contradict
21 any information in the inspection report. Seller's disclosure of contradictory information is
22 below on page 2 of this form.

23 (3) **Waiver of Disclosure.** *[If (3) is selected, pages 3-8 of this form may be discarded.]*
24 **By signing here, Seller and Buyer waive the written disclosure and inspection report**
25 **required under sections 513.52 to 513.60.**

26 **DO NOT SIGN HERE UNLESS WAIVER IS SELECTED.**

27 SELLER: _____ BUYER: _____

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29 SELLER: _____ BUYER: _____

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31 **SELLER'S DISCLOSURE OF CONDITIONS**
32 **CONTRADICTORY TO THE INSPECTION REPORT**

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34 If a copy of the inspection report has been provided to Seller, Seller discloses to Buyer material facts
35 known by Seller that contradict any information included in the written inspection report:

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47 *[Use additional sheets if necessary.]*

48 **NOTICE REGARDING PREDATORY OFFENDERS:** Information about the predatory offender
49 registry and persons registered with the registry may be obtained by contacting the local law
50 enforcement agency or by contacting the Minnesota Department of Corrections at 651-642-0200
51 or at <http://www.doc.state.mn.us>.

BUYER'S STATEMENT OF INTENDED USE.

To assist Seller with the requirements of Minn. Stat. section 513.55, Subd. 1(a)(2), Buyer states that Buyer intends to use the property as a single-family residence and for the following uses:

SELLER'S DISCLOSURE: CONDITION OF THE PROPERTY.

PART A: SELLER'S STATUTORY DISCLOSURE.

LIST HERE ALL MATERIAL FACTS OF WHICH THE SELLER IS AWARE THAT COULD ADVERSELY AND SIGNIFICANTLY AFFECT:

- (1) AN ORDINARY BUYER'S USE AND ENJOYMENT OF THE PROPERTY; OR,**
- (2) ANY INTENDED USE OF THE PROPERTY OF WHICH THE SELLER IS AWARE.**

[Use additional sheets if necessary.]

The statutes printed above do not provide guidance or interpretation as to what condition might be a “material fact...that could adversely and significantly affect an ordinary buyer’s use and enjoyment of the property.” The following questions in Parts B, C, D, and E (“Optional and Supplemental Disclosures”), while not specifically required by the statute, are here to help Seller consider all of the common components of the property that might have conditions (now or in the past) to be disclosed to Buyer.

OPTIONAL AND SUPPLEMENTAL DISCLOSURES.

PART B: CONDITION OF THE REAL PROPERTY: BUILDINGS, IMPROVEMENTS, LAND. *The condition of any personal property to be transferred to Buyer is excluded from this Disclosure.*

Question	Answer
	[CIRCLE ONE]
What year did you buy the property?	
What year was the house built?	
How old are the roof shingles or roof surface on the house and attached garage?	
How old are the roof shingles or roof surface on the detached garage?	
Have you occupied the property continuously for the past year? If “No,” please explain.	YES NO
Is the house suitable for year-round use ? If “No,” please explain.	YES NO
Do you have the prior owner’s disclosure statements to you? If so, please attach a copy.	YES NO

Are you aware of any of the following, now or in the past? Explain all of your “YES” answers in the space at the end of this section.

Soil or settling problems?	YES NO
Diseased trees?	YES NO
Animal or insect infestations?	YES NO
Flooding?	YES NO
Wet floors or wet walls?	YES NO
Water leakage or seepage anywhere in the buildings?	YES NO
Problems with the drain tile system , if there is one?	YES NO
Cracked floors or walls?	YES NO
Foundation cracks, settling, deterioration or other problems?	YES NO
Sewer backups?	YES NO
Ice damage to any of the buildings?	YES NO
Fire or smoke damage in the house or garage (except fires in fireplace or wood burning stove)?	YES NO

Explain all of your “YES” answers for this section.

[Attach additional sheets, if necessary.]

Have you made any warranty claims against manufacturers for problems with the property?	YES NO
Has the structure been altered , for example, adding a room, changing the roof, or remodeling an interior wall?	YES NO
Have there been any roof repairs or replacements ?	YES NO
Have you had any pets in the house?	YES NO

Explain all of your “YES” answers for this section.

[Attach additional sheets, if necessary.]

PART C: CONDITION OF THE MECHANICAL SYSTEMS (HEATING, PLUMBING, ELECTRICAL, GAS), FIXTURES, AND APPLIANCES.

The question to be answered for all of these items is, "Is this item in working order?" "In working order" means that the item functions for the purpose that it is intended to perform, that it does not now need repairs or service, that it is not missing any essential parts, and that its only imperfections are "cosmetic" or signs of "wear and tear" or diminished effectiveness associated with a product of its age.

ARE THE FOLLOWING ITEMS IN WORKING ORDER?

<i>Cross out items not included in this sale.</i>	<i>[CIRCLE ONE:]</i>	
Explain all of your "NO" answers for this section in the space at the end.		
Air Conditioners, Window Units (if built into windows)	YES	NO
Air Conditioning, Central	YES	NO
Awnings	YES	NO
Ceiling fan(s)	YES	NO
Central Heating System / Furnace	YES	NO
Central Vacuum Cleaning System	YES	NO
Dishwasher	YES	NO
Door bells and buttons	YES	NO
Drain Tile System	YES	NO
Electrical system	YES	NO
Electronic Air Cleaner	YES	NO
Exhaust system / make-up air unit	YES	NO
Fire Sprinkler System	YES	NO
Fireplace flues, dampers, and mechanisms	YES	NO
Fireplace Inserts	YES	NO
Fireplace(s)	YES	NO
Garage Door Opener Automatic Reverse	YES	NO
Garage Door Opener	YES	NO
Garage Door Opener Controls	YES	NO
Garbage Disposal	YES	NO
Gas grill (built in)	YES	NO
Hot tub (spa), plumbing and equipment	YES	NO
Humidifier	YES	NO
Incinerator	YES	NO
Intercom system	YES	NO
Microwave (built in)	YES	NO
Plumbing	YES	NO
Plumbing fixtures, faucets, sinks, toilets, baths, showers and drains	YES	NO
Range / Oven (built in)	YES	NO
Stove hoods	YES	NO
Refrigerator(s) (built in)	YES	NO
Satellite Dish	YES	NO
Sauna heating equipment	YES	NO
Security system	YES	NO
Smoke Detectors	YES	NO
Solar Collectors	YES	NO
Storm Doors	YES	NO
Storm Windows	YES	NO
Sump Pump	YES	NO
Supplemental heaters	YES	NO
Swimming pool, plumbing and equipment	YES	NO
Trash Compactor	YES	NO
TV Antenna / Cable TV System	YES	NO
Underground irrigation system (sprinklers)	YES	NO
Water heater(s)	YES	NO
Water treatment systems (softener, clarifier, filter)	YES	NO
Window glass and seals	YES	NO
Window hardware	YES	NO
Window coverings, shades and drapery mechanisms	YES	NO
Window screens	YES	NO
Wood burning stove and chimney	YES	NO

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Explain all of your **“NO”** answers for this section:

[Use additional sheets if necessary.]

PART D: ENVIRONMENTAL DISCLOSURES.

RADON.

Seller ~~[strike one]~~ **has / has not** had the dwelling tested for the presence of radon. Written results of any radon test conducted for Seller will be given to Buyer within 10 days from the date hereof. Describe any changes made to the dwelling as a result of any radon test.

[Use additional sheets if necessary.]

ASBESTOS.

Question	Answer		Comment or Explanation
	<i>[CIRCLE ONE]</i>		
Are you aware of any asbestos on the property? If “Yes,” please explain.	YES	NO	
Are you aware of any inspections for the presence of asbestos? If “Yes,” please explain and attach a copy of any inspection reports that you have.	YES	NO	

WELL WATER / MUNICIPAL WATER.

Question	Answer		Comment or Explanation
	<i>[CIRCLE ONE]</i>		
Do you know if the well water has been tested for contamination ? Attach a copy of any test reports that you have.	YES	NO	
If the drinking water is supplied to the property from a well that is not located on the property , has the water from that well been tested for contamination? Attach a copy of any test reports that you have.	YES	NO	
If the drinking water is supplied to the property from a municipal water supply , has the water from that source been tested for contamination? Attach a copy of any test reports that you have.	YES	NO	
Do you know if there are any contaminated ground water wells within one-half mile of the well on the property? If “Yes,” please explain.	YES	NO	

AIR POLLUTION.

Question	Answer		Comment or Explanation
	<i>[CIRCLE ONE]</i>		
Do you know of any air pollution problems affecting the property? If “Yes,” please explain.	YES	NO	
Do you know of any odor problems affecting the property? If “Yes,” please explain.	YES	NO	
Have there been dust, airborne dirt, or soot problems affecting the property? If “Yes,” please explain.	YES	NO	
Has anyone smoked tobacco in the house?	YES	NO	

NOISE POLLUTION / VIBRATION.

Question	Answer		Comment or Explanation
	[CIRCLE ONE]		
Do you know if there has been any noise problems affecting the property? If "Yes," please explain.	YES	NO	
Do you know if there have been any vibrations affecting the property that are not generated at the property? If "Yes," please explain.	YES	NO	
Have you ever called the police to complain about noise in the neighborhood? If "Yes," please explain.	YES	NO	

MOLD.

Question	Answer		Comment or Explanation
	[CIRCLE ONE]		
Are you aware if there has been any mold, mildew, moisture, or water inside the walls?	YES	NO	
Are you aware if there has been any mold, mildew, moisture, or water inside the ceiling and roof system?	YES	NO	

INSURANCE AND INSURABILITY.

Have you made any claims against your homeowner's insurance for damage to the building or its contents? If "Yes," please explain.	YES	NO	
Have you been denied homeowner's insurance for this property? If "Yes," please explain.	YES	NO	
Have there been any liability claims made against your homeowner's insurance because of the condition of the property? If "Yes," please explain.	YES	NO	
Is the property insured through the Minnesota FAIR Plan? If "Yes," please explain.	YES	NO	

UNDERGROUND STORAGE TANKS.

Are there any underground storage tanks on the property?	YES	NO	
For each tank disclosed, has it been used for the storage of petroleum products?	YES	NO	
For each tank disclosed, has it leaked?	YES	NO	
For each tank disclosed, is the tank a single wall or double wall tank?	YES	NO	
For each tank disclosed, is there an electronic leak monitor?	YES	NO	
For each tank disclosed, do you have an owner's manual or other technical data describing the tank?	YES	NO	

PART E: SELLER'S CONCLUDING DISCLOSURE.

LIST HERE ANY OTHER MATERIAL FACTS, NOT ALREADY DISCLOSED.

[Use additional sheets if necessary.]

Seller(s) signatures: _____

Buyer received this Disclosure on [date] _____

Buyer(s) signatures: _____

**SELLER'S SUPPLEMENTAL DISCLOSURE
FOR CHANGED CONDITIONS OR FOR INACCURACIES IN THE INITIAL DISCLOSURE.**

CAUTION: The Minnesota law requiring a Seller's Disclosure can be interpreted to mean that Seller shall notify Buyer in writing as soon as reasonably possible before closing of **any changed or incorrectly stated conditions**. Since the date of Seller's Disclosure will likely be several weeks before the closing date, Seller is cautioned to supplement the Disclosure by disclosing any conditions that have changed since the date of the initial Disclosure and to correct any inaccuracies in the initial Disclosure.

[Select one:]

Seller certifies that the Disclosure dated _____ is accurate to the best of Seller's knowledge as of this date and does not need to be corrected or updated.

Seller discloses that the following conditions have changed and that this Disclosure is updated, corrected and revised as follows [*disclose inaccuracies or changed conditions here*]:

Dated: _____

Seller(s) signatures: _____

SUPPLEMENTAL PAGE