

# **THE HOME SELLER'S HANDBOOK**



**From the Office of  
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## Section One: Selling Your Home?

There are many reasons for moving. Maybe you got that once in a lifetime job offer or your family is growing and quickly running out of space. Maybe you want to relocate to a new neighborhood or find a house with a bigger backyard.

Whatever reasons influence you to sell your home, you have some important decisions to make. People often feel overwhelmed not only by the complexity of selling their home to a new owner, but by the surge of emotions they feel leaving their home. This guide offers some sound advice, as well as important information about selling your home in Minnesota.

By following the Klines and Ellen Bower as they sell their homes, you'll have the opportunity to learn from their success — and their mistakes!



### Meet the Klines

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*Jim and Cindy Kline knew it was time to move when they began tripping over Jim's endless stacks of books, Cindy's tasseled lampshade collection, their growing family of pets and each other!*



### Meet Ellen Bower

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*Ellen Bower decided to move when she got a phone call: "Ms. Bower? This is Tom Jackson at the Environmental Protection Agency in Washington. Can you be here by September 4th? We want you to be our new national mosquito expert."*



## Section Two: Yourself or An Agent?

Your first big decision is whether to sell your home yourself or use a real estate agent. Some sellers feel more comfortable relying on the expertise of a real estate agent, while others want to avoid paying a commission.

The Klines have heard that real estate agent commissions can be as high as 7 percent and they aren't excited about paying that much to sell their house. They are thinking about selling their home themselves. Agent-free selling is what people in the real estate industry call "FSBO" (pronounced "fisbo," which stands for "for sale by owner").

If you're not under any time constraints, you might want to give selling your own home a shot. If you fail, you can always hire a real estate agent later.

### Pros and Cons of Being a FSBO

The number one reason to sell your home without an agent's help is to avoid paying a real estate commission. In Minnesota, real estate commissions run as high as 7 percent of the home's sale price, although you may be able to negotiate a lower rate.

Time and expertise are also major factors in determining whether or not to sell your own home. Do you have a minimum of one hour per day to spend on advertising, screening buyers and showing your home? FSBOs need the flexibility to schedule showings at convenient times for buyers. If your home isn't shown, it won't get sold.

Business savvy also helps. When negotiating the sale, will you be able to keep your cool if a buyer wants to knock a couple of thousand off the price because the home is "obviously going to need a complete redecorating job?" Agents are used to negotiating and can be objective about the value of your home. Can you say the same about yourself?

And, as a FSBO, you won't have access to the Multiple Listing Service (MLS) used by real estate agents to locate homes for buyers. This computerized service lists homes for sale and homes that have sold by neighborhood, price and features. However, you may be able to list your home on the Internet with a variety of companies for a fee.

### Tips For FSBOs

If you're still unsure about whether or not to sell your own home, find out more by talking to several people who have tried to sell their homes themselves and get a book from the library or bookstore. Sometimes, school districts offer adult education classes on selling your own home.

## Additional Tips Include:

- Keep your home clean and ready to show at all times.
- Price your home according to what similar homes have sold for in your area — not by how much cash you need from the sale of your home and how much you paid for improvements.
- Consider selecting an agent in advance to list your home if you can't sell it in a few weeks. Get the agent's advice about pricing and repairs.
- Hire professionals to help you along the way. These can include a closing agent and/or a real estate attorney. You will also need a home inspector if an inspection is required by your city.
- Keep a notebook with potential buyers' names, addresses and phone numbers so you can follow up with them.
- Don't stop advertising your home when you receive a bid. A buyer's offer may not survive the negotiating process.
- Prepare and make copies of a fact sheet about your home to hand out to potential buyers. Have a blank purchase agreement for interested buyers to take with them.
- If you're having trouble selling your home, consider offering a sales commission to a buyer's agent. Determine what commission will entice local agents. By offering a sales commission, you'll still save what you would have paid a listing agent to advertise your home.
- If you want help advertising you home, consider hiring a company that specializes in sales by FSBOs. They will also assist you with legal documents and the terms of the sale. Look for them in the real estate section of your Yellow Pages, or get a referral from another FSBO.



*The Klins have decided to become FSBOs. Jim and Cindy think they can split the responsibilities that go with selling their own home. They hope to put the money they would have spent on an agent into a new house. Their next home will have an extra room for a home office, and enough space for their dogs, Mo and Curly. The Klins have placed ads for their home in the newspaper and in a local real estate publication that is free to the public. They also designed a yard sign and flyers with snapshots of their home for bulletin boards at local businesses.*

## Hiring A Real Estate Agent

*Ellen Bower is in a frenzy! Since she heard she got the mosquito job in Washington D.C. she has flown out there twice to find a home, has gone to three going-away parties and has been tying up loose ends at her current job. In her “spare” time, she’s been painting and cleaning her house to get it ready for sale. With all she has to do, selling her home herself is out of the question. She needs to hire a real estate agent with the time, experience and connections to get the job done quickly.*



If you’re thinking of hiring an agent, interview several different agents. Talk with friends and family about agents they’ve used. Find an agent who will work on your terms. Make sure what you’re asking is realistic, however. Here are some things to discuss with prospective agents:

- **“Have you sold homes in my neighborhood in the last year?”** If the answer is yes, ask for the names, addresses and current phone numbers of the sellers, as well as the sales prices of the homes. If the agent hasn’t sold homes in your area, find one who has. They’ll have a better feel for the market in your area. And, if the agent won’t give references, be skeptical. Don’t accept excuses about why he or she can’t give you the information.
- **“I’m not willing to pay the commission that you’re asking.”** Many agents will give you the impression that their commission is not negotiable. However, their fees are always negotiable. For example, Ellen Bower hopes to negotiate a lower commission because she lives in a popular development. Other homes on her street have sold quickly, so she thinks her home will be easy to sell. (Of course, this is what most people think!)
- **“Are you willing to put your sales strategy in writing?”** To make sure you get the services you’re paying for, ask interested agents for their sales strategy before you hire one. When you agree to list your home with an agent, you could be forced to pay the commission even if you don’t get the service promised. So when you find an agent you like, ask to make the commission contingent on the agent sticking to his or her sales strategy. Any understandings you have with the agent should be in writing in the listing agreement. (See Appendix for sample listing agreement.)
- **“What will you tell potential buyers when they ask whether the price is negotiable?”** Make sure the agent will convey the information you want to be conveyed to buyers.

A final note about agents: Your real estate agent is obligated to get you the best possible price for your home as quickly as possible. Ask your agent to send you copies of your MLS sheet and any other marketing materials for your home. Also ask the agent to call at least twice a week to update you about potential buyers. Make sure your agent knows you are going to hold him or her accountable for getting the job done!

## What Listing Agreement Should You Sign?

If you choose to sell your home with the help of a real estate agent, you’ll have to decide between an *exclusive* or *nonexclusive* listing agreement.

The sample exclusive agreement we've provided in the Appendix is the most common in Minnesota. (There are several types, so read your agent's agreement thoroughly. The Attorney General's Office does not endorse any particular form of listing agreement.) This agreement provides that the listing agent earns a commission out of the sale price when your house sells within the time period specified. Chances are good that lots of agents will be showing you home if it's listed in the MLS. An agent who successfully brings a buyer to you shares the commission with your listing agent. Your listing agent can sell your home without the help of another agent, too. In that case he or she keeps the entire commission. The drawback to an exclusive listing is that you will pay your listing agent a commission even if you end up finding the buyer yourself.

Few agents like to admit it, but you can also choose to sign a nonexclusive or open listing agreement that allows you to list your home with several real estate agencies. Under this agreement, whoever sells the home gets the commission. If that person turns out to be you, you don't have to pay a commission. A nonexclusive agreement can create healthy competition between agents. But it turns off many real estate agents. The best situation for using this agreement is if you have a very saleable property.

## **What Should Your Agent Do For You?**

Your listing agent has several responsibilities:

- Conducting a marketing strategy and market analysis to help you set a fair price for your home.
- Advertising your home. This includes placing newspaper ads, internet ads, providing a lawn sign and listing your home with MLS.
- Negotiating the terms of the sale with buyers, including contingencies and counteroffers.
- Reviewing and filling out contracts. In complex selling situations (for example, if the property is party of a contested estate in probate, or if you're a separated or divorced couple selling the home) you may want to hire an attorney experienced in real estate matters.
- See the transaction through to the closing.

### **Have A Complaint About An Agent?**

If you have a complaint about your real estate agent's conduct, contact the Minnesota Department of Commerce at (651) 296-2488. The department licenses and regulates real estate agents and investigates complaints. The Minnesota Realtors Association also takes complaints and arbitrate disputes and can be reached at 612-935-8313.





## Section Three: Keeping Up Appearances

Ellen Bower's dinner parties have left their mark on her beige dining room carpet. At the Klines', Mo and Curly have scratched the door each morning when it's time to go outside. To Ellen and the Klines', these little imperfections are just part of the nostalgia of their homes. To potential buyers, they might be reason to look elsewhere.

When looking at your home, put yourself in a buyer's shoes. Inexpensive improvements can go a long way toward attracting buyers. Cleaning the carpet or applying a new coat of paint won't cost much and could substantially raise the value of your home. But be cautious about more expensive improvements. Adding a first floor bathroom or updating your kitchen might raise the value of your home, but luxuries like swimming pools and saunas might not. Some amenities may turn off buyers who don't want the hassle of upkeep and the possibility of increased real estate taxes.



*When the Klines were ready to sell their house they spent \$500 on quick and easy improvements. They started by organizing Jim's books and renting storage space for all of Cindy's lampshades. Then they hired a landscaper to plant some flowers and replace dead patches on the lawn. A few large red geraniums and some colorful petunias made a huge difference in the "curb appeal" of the home. Next, they painted the doors, including the one that Mo and Curly scratched. Finally, they hired professional cleaners to scrub their house from top to bottom and shampoo their carpet. When they were done, the house looked so nice that Jim said to Cindy, "Why do we want to sell?"*

### Easy Improvements to Increase Your Home's Value

- **You never get another chance to make a first impression:** Paint or stain your front door; add polish to brass fixtures such as address numbers and door knobs; trim the bushes; plant colorful flowers; and lay down a new welcome mat.
- **Cut the clutter:** Have a garage sale to get rid of junk; straighten the cupboards and closets; and get rid of piles of papers or newspapers that you just haven't had time to read.
- **Clean and Shine:** Make sure your home is spotless and fresh-smelling. You may want to hire a professional carpet cleaner and air out any smoke or pet odors.
- **Paint:** Your taste may be unique. Tone down wall colors and wallpaper prints by painting or papering rooms in neutral colors like beige and white. These appeal to a greater number of people. Spackle is cheap. Fill holes and cracks first.

- **Fix leaky roofs and other moisture problems:** Water stains on the basement walls or bedroom ceilings can raise red flags for potential buyers. If you cannot afford to fix water damage, explain the problem to buyers...you will be liable for any problems you know about but don't disclose.
- **Get the bugs out:** Exterminate any pests such as ants, termites or rodents. One termite can send a potential buyer running.
- **Pay special attention to the bathrooms:** A bathroom must be sparkling. Replace any vanities, soap dishes, wall coverings or carpets that aren't "hotel clean."
- **Make small repairs:** Little things are the mark of quality. Tighten loose knobs; fix leaky faucets; oil squeaky door hinges; and replace any dirty furnace filters, drain catches and torn screens.



## Section Four: Setting A Price

Pricing your home is part art and part science. As marketing experts say, “Your house is worth what someone else will pay.”

So what will someone pay for your home? Usually a buyer will offer to pay roughly what similar homes have recently sold for in your neighborhood. As a rule, location is the biggest factor in pricing a home. Features, such as size; number of bedrooms and bathrooms; fireplaces; porches; and the general condition of your home, are also important. You can find the price of homes similar to yours in different ways:

- **Multiple Listing Service (MLS):** Real estate agencies subscribe to this constantly updated computerized service that lists homes for sale and homes that have sold. It shows homes by price, neighborhood and detailed features. Because no two homes are exactly alike, a real estate agent is likely to compare your home with many different others when determining a price.
- **Newspaper:** While newspapers don’t give a detailed description of homes that have sold, they do report addresses and prices. Keep track of the average selling price of homes in your area. Back issues of papers are available at local libraries.
- **Internet:** Some companies are using the Internet for listings, so don’t forget to surf for prices.
- **Real Estate Publications:** Usually free in newsstands, these flyers also have listings organized by location.

### Why Not Start High?

It seems sensible to price your home higher than the amount you’d be willing to take. Buyers usually offer less than your asking price. However, pricing your home too high can scare off potential buyers.

In a tight housing market — one with lots of buyers and few sellers — you can ask more than you might in an average market or depressed market. But be prepared to drop off your price if the buyers aren’t biting.

What could you lose by starting high? First, it may take months to find a buyer willing to pay your price (assuming such a buyer exists). Real estate agents might not spend as much time showing homes that they think are over-priced. Second, you miss out on attracting a larger pool of potential buyers. The more buyers, the better the chance they’ll engage in a bidding war for your home. When two or more buyers are competing for a house, they might even bid more than the asking price!

### \$Pricing Tip\$

What you paid originally for your home and the cost of improvements is irrelevant. When you price your home, only the current market value matters! And if the market has slumped since you bought your house, you may owe more on your mortgage loan than you could currently sell

Even if you do receive a high bid on your home, keep in mind that if an independent appraiser finds that the house isn't worth the bid price, the buyer will have difficulty getting a loan for the purchase price.



*The Klines spent \$6,000 last year updating their master bedroom and bathroom (new wall paper, plush carpeting and new tile). They'd like to recover their investment but they know that adding \$6,000 to the asking price makes their house more expensive than any other sold recently in their neighborhood. However, they think in the current housing market, they just might get their asking price. Stay tuned to see what offers they get!*

*Ellen Bower has decided to price her home lower than others in the neighborhood. A similar home in her development is for sale at \$77,000. She paid less than \$60,000 for her home five years ago and now has priced it at \$72,000. Property values have risen in the area, but neither she nor her real estate agent think the market supports the high price her neighbors are asking. By undercutting their price, Ellen thinks potential buyers will be more attracted to her house!*



## Should You Offer Financing Help To A Buyer?

Remember the early '80s when interest rates were as high as 17 percent? It was a tough market for sellers. They often offered to help buyers finance a home. While some still may do so, such financing is less common today. When interest rates are lower, buyers can get good financing terms from traditional lenders.

If you have a hard-to-sell property, however, you might consider a *contract for deed*. The buyer would pay you, not a lender. You essentially would be the "lender." The danger is that you would still be required to make the mortgage payments if the buyer doesn't.

You can also offer to let a buyer assume a loan, if your loan is assumable. This is a good strategy for attracting buyers who may be able to afford your home, but can't qualify for a loan through a lender because of a poor credit record or short job history. But again, you may continue to be liable for the mortgage payments. ***Don't enter into a contract for a deed or allow a buyer to assume your loan without good legal and financial advice.***

If your buyer doesn't qualify for a loan, you may consider paying discounted points. While it is uncommon in Minnesota for a seller to pay points for a buyer, it is an option. Points are the "up front" interest a lender charges a buyer for a loan. One point equals 1 percent of the total loan amount. Points enable a buyer to get a lower interest rate on the loan. Your buyer may qualify to buy your home at a lower interest rate if you help by paying points. Ultimately, paying some points may save you from putting your house back on the market.

If you pay points for a buyer, they may be tax deductible. Consult an accountant or tax attorney about the amount that may be deductible.

## What If Your House Doesn't Sell?

Your house isn't selling. Where did you go wrong? It might not be anything you did, but a number of contributing factors. Maybe it is the time of the year. House sales tend to pick up in the spring and summer months. Or perhaps you need to do something to spark new interest in your home. Try one of these:

- Lower the price. Maybe you're asking too much. Review the information on pricing your home at the beginning of this chapter.
- Raise the real estate commission. By raising the commission, you might catch the attention of real estate agents and increase buyer traffic.
- Offer a homeowner's warranty. You might want to consider offering buyers a homeowner's warranty if your major appliances, electrical or heating system, or central air conditioning unit are older models. If anything goes wrong with these appliances, the cost of repairs will be covered by the one-year warranty you purchase for \$400 to \$600. You can find out more about a homeowner's warranty through a real estate agent or on the Internet.



## Section Five: Accepting An Offer

It's the moment that you've been waiting for. You have a purchase offer on your home! Should you accept it? Deciding whether to accept an offer and setting the terms of the sale are often the hardest parts of the selling process. But they're also the most exciting. You may accept the offer, reject it or make a counter-offer by changing some of the terms. Keep in mind that the buyer is trying to get the lowest price possible.

A buyer will submit a purchase agreement. With it, the buyer should include some earnest money — part of the down payment — which is refundable if you reject the offer. The purchase agreement will include (see sample form in the Appendix).

- The price offered.
- How the buyer will pay for the home (loan, down payment and earnest money)
- The date the purchase is to be completed.

### Reviewing The Offer

If you receive an offer, review the following to decide whether or not to accept it:

- **The bid price.** Is it within 3 to 5 percent of your asking price? If so, most real estate agents will tell you it's a good offer and urge you to consider accepting it — unless you have a hot prospect you think will bid higher.
- **Ability to pay.** A buyer or real estate agent should present you with a lender qualification letter that shows the buyer is qualified to pay for the home.
- **Contingencies.** Is a buyer making an offer contingent on selling his or her home, the results of an inspection, or something in your house being fixed? It's up to you to decide if the buyer is asking too much. Weigh the contingencies against the bid price.

As a seller, you may want to add contingencies, too. Here are a couple to consider:

- **Loan Approval.** Purchase agreements can be made contingent on the buyer being approved for a loan within a specified period of time, usually 30 days or less. If you are going to help finance the home, put the exact terms of your contract in writing, too.
- **Property.** Both the buyer and seller benefit from putting all agreements about the property in writing. For example, if the buyer will buy the property only if the roof is repaired or the washer and dryer come with the home, include this in the agreement. Be sure to include in the purchase agreement the maximum price you've agreed to pay for repairs.



*After having their home on the market for a month, the Klines hadn't received any offers. Maybe they overestimated the market value of their spiffy master bed and bath. Once they dropped the price closer to what other homes in the neighborhood were selling for, they had better luck. The new listing price of \$85,000 drew more interested buyers. Gloria Slivers offered the Klines \$83,000 contingent on selling her home. The Klines decided to accept the offer "on contingency." Their purchase agreement spells out that they can continue to market their home while Gloria tries to sell her house. If an offer better than \$83,000 or a noncontingent offer comes along, the Klines must go to Gloria and give her the opportunity to lift her contingency.*

## The Arbitration Agreement: To Sign Or Not To Sign?

If you decide to accept a bid on your home, you may be asked to sign an arbitration agreement with your buyer. You don't have to sign it, and will want to consider the pros and cons carefully.

So what is arbitration? In simple terms, it's a system for resolving out of court disputes among buyers, seller and agents about the physical condition of the property. Disputes are sometimes simple misunderstandings (the buyer thought the washer and dryer came with the house, but they didn't). Problems can also be more complex. If you can't agree on a solution with the buyer or agent, you'll have to go to court or hire an arbitrator.

The arbitration envisioned in the standard arbitration agreement is a system that was developed by the American Arbitration Association (AAA) and the Minnesota Association of REALTORS® (MAR) to deal with real estate disputes. Their arbitrators have backgrounds in law, real estate, architecture, engineering, construction or other related fields. An arbitrator will hear disputes between buyers, sellers and real estate agents. Arbitration is usually held at the homesite. By signing the arbitration agreement, you may be liable for problems that arise with the property for a shorter period of time than you would be in a court of law.

The buyer may be unwilling to sign the agreement, however, because the cost for arbitration under the AAA/MAR system is a minimum of \$250. The cost may go as high as \$600, depending on the amount of the claim.

If you don't sign the arbitration agreement, many disputes can be resolved quickly and inexpensively in Conciliation or "Small Claims" Court. Judges in Conciliation Court can decide claims up to \$7,500. To have your case heard costs about \$20 to \$35. You may also appeal a court's decision. It is extremely difficult to appeal the decision of an arbitrator and arbitrators aren't bound by legal rules.

### Sellers Can Not Discriminate Against Buyers

*The Civil Rights Act prohibits you from rejecting an offer based on race, religion, gender or national origin. The Fair Housing Amendments Act adds that you cannot discriminate due to disability (mental or physical) or familial status (families with children under age 18). The Minnesota Human Rights Act also prohibits discrimination due to color, creed, marital status, status with regard to public assistance and sexual orientation.*

## What Does Your Buyer Need From You?

Did you think you could just sign on the dotted line, take the money and run? Selling your home isn't quite that easy. You need to scrounge through your file cabinet for the abstract or owner's duplicate certificate of title. If you don't have a duplicate certificate, check with the title company that assisted you when you purchased or refinanced the home or check with the county recorder. Make sure that all disclosures about the physical condition of the property have been made.

After you get the necessary papers to your buyer, the buyer and the lender will then have your home appraised, the title examined, and the loan approved. If these tasks aren't completed by the closing date, your purchase agreement will be null and void unless the parties mutually agree to extend the agreement.

**Title Matters.** In Minnesota, real estate records are kept in county courthouses for abstract property and for Torrens or registered property. Abstract property records trace back to the U.S. Government Survey in the mid-19th century. An owner of abstract property usually has an abstract of title, which is a thick compilation of all entries in the tract index regarding the property. Torrens or registered property is the modern system that relies upon a certificate of title maintained at the courthouse for each piece of property. The clerk can check the certificate without wading through an abstract of title and lots of ancient records.

If you own abstract property, the purchase agreement requires you to furnish the buyer or the buyer's title company with your abstract of title. If you own Torrens or registered property, all that you need to do usually is furnish the buyer with the number of your certificate of title. You will need to surrender your owner's duplicate certificate of title.

To sell your home, title problems must be cleared up. If any problems appear on your record, you'll need to hire a closer or real estate attorney to take care of them. Here are common problems you may need to address:

- **Unpaid mortgage loan:** An abstract sometimes shows payment due on a mortgage loan by a former owner. If a lender didn't let the closer know when the loan had been paid, the record may simply need updating.
- **Lien by spouse:** If you are divorced or in the process of getting divorced, your spouse or ex-spouse may put a lien on your property. Perhaps you owe him or her part of the equity from the house sale, or perhaps you owe other payments, such as child support. You may check with his or her lawyer to clarify the terms for releasing the lien. You must disclose the results of these agreements.

**Truth-In-Housing Report.** Some Minnesota cities require a seller to provide the buyer with a Truth-In-Housing Report, which may also be called a code compliance report. Check your city to see if you must provide such a report. An inspector checks your home for obvious defects. These can include problems with plumbing, heating or cooling systems; dampness in the basement; or an unstable foundation. You must disclose the results of these inspections.



**Real Estate Transfer Disclosure Statement.** Real estate agents can provide you with this form for recording the condition of your home. You aren't required by law to supply this to a buyer, but most buyers will ask for it. It supplements statements about the condition of your home made in the purchase agreement.

The report may repeat many of the same items listed in the Truth-In-Housing Report. But you don't have to fix these problems — just report them. Be aware that you may be required to fix problems you know about, yet don't reveal to a buyer. See a sample Real Estate Transfer Disclosure Statement in the Appendix.

**Well Disclosure Statement.** According to Minnesota law, you must disclose information about any wells on your property. This includes the location of wells and whether or not they're in use or sealed.

*Ellen Bower's home has been attracting swarms of potential buyers. The location is attractive and so is the price. By the end of the second week on the market she had two bids. One of them was \$3,000 below her asking price with no contingencies. Because the house will apparently sell with little effort by her real estate agent, Ellen will ask the agent to accept a lower commission, which makes the \$69,000 bid more attractive. The agent agreed to do so, and she will keep the other bidders' names and numbers just in case the first buyer doesn't qualify for financing.*





## Section Six: Closing On Your Home

Be prepared! Closing time is often panic time. All the paperwork to sell your home must be done by the closing date. If you can't close the sale on time, you may have to cancel the movers, unpack your boxes and possibly even pay for two homes at once.

The closing is the day you and your buyer (as well as real estate agents and the closers and/or attorneys involved in the home sale) get together to make sure all the terms of the purchase agreement have been met. For the buyer, closing means signing stacks and stacks of papers. For the seller, it means signing and delivering a deed to your property and signing a few other papers, such as the Settlement Statement required by the U.S. Department of Housing and Urban Development, which lists all the closing costs. For both parties, it also involves a lot of money!

### When Should You Schedule The Closing?

When you sign the purchase agreement with the buyer, you'll agree on a closing date. Make sure the date is a minimum of six weeks from the time you make the purchase agreement to allow both parties to follow up on their end of the purchase agreement. That way you and the buyer will have plenty of time to get all the paperwork in order. Most closings are scheduled at the end of the month to avoid having the buyer pay additional interest on the loan. Don't close on the last day of the month, instead allow yourself a few extra days in case there is a problem. Although the closing date is negotiable, it is often dictated by the type of loan the buyer obtains.

### Do You Need A Closing Agent?

In some communities, sellers aren't represented at closing by a closing agent. In other communities, they are. This is a simple matter of traditional industry practice in different areas. You may need to hire either a closing agent or a real estate attorney to prepare your deed and a few other closing documents. If so, shop around for one with a good reputation and a reasonable price. Ask friends who they used, or ask a real estate agent or a real estate attorney to recommend a closing agent. Real estate agents can receive fees for referring you to a closer affiliated with their company, but you are not obligated to use these services.

If you don't have title problems to clear up, you may be able to rely on the buyer's closer to oversee the entire closing process.

### What Will You Pay To Close?

"Wait a minute. You mean I have to pay closing fees when I'm *selling* my home?" Yes, it's true. While buyers cover most of the closing costs, you owe some, too.

Check your settlement statement for a list of all fees you owe. Check the math, too. Mistakes can cost you money. Request that your closer furnish this list of costs to you one business day before the closing.

Following is a list of closing costs that sellers in Minnesota typically pay:

**Real estate commission:** Any sales commissions you've agreed to pay real estate agents.

**Abstract or title search:** The cost to update your abstract and check the title.

**Recording fees:** The cost to file proper documents with the county satisfying your mortgage and clearing up any other title problems.

**Real estate taxes & assessments:** You may owe property taxes, or if you've already paid them for all or part of the year, your buyer may need to reimburse you.

**State deed tax:** In every county in Minnesota you must currently pay the treasurer's office \$1.65 in taxes for every \$500 of the price of your property.

**Conservation fee:** Some counties collect between \$5 and \$20 for a mortgage registration fee and a deed transfer fee. This money is used, in part, to fund Minnesota's wildlife fund.

**Closing fee:** What you pay a closing agent, if you hire one.

## What Can Go Wrong?

Unfortunately, a few things can delay the closing. These include:

- The buyer's loan isn't approved.
- The appraised value of the home is lower than the price your buyer agreed to pay.

## What can you do?

Besides crossing your fingers, here are some suggestions:

- **Be prepared to negotiate.** If an appraisal turns up problems, will you be willing to kick in some money for repairs? If the appraisal is low, will you lower your price? You should know about these problems before the actual closing date, so you can resolve them in advance.
- **Keep buyers in the wings.** Don't lose the phone numbers of potential buyers after you have signed the purchase agreement. If your sale doesn't go through, get on the phone (or have your real estate agent call) and ask other potential buyers for bids.

*After Gloria Slivers made her bid on the Kline home, Jim and Cindy continued to court potential buyers. One day a man named Michael Moss stopped by without an appointment. The Klines let him tour the home anyway. They're glad they did because he bid on the house the next day! He offered \$85,000 — \$2,000 more than Gloria. The Klines exercised the right they reserved under the purchase agreement and asked Gloria to remove the contingency that she sell her home. Since she hadn't sold it and was unwilling to lift the contingency, the Klines were able to accept Michael's offer!*





## Section Seven: Sweep Up and Move On

Congratulations! If you've been following this guide step-by-step, you now have sold your home. Take a break to celebrate. Then clear up a few nagging details.

- Expect the unexpected — With the neighbors stopping by to say good-bye, the cat accidentally escaping through an open door and all that stuff to haul down from the attic, it will probably take twice as long as you planned for packing.
- Find a reputable moving company by asking friends and co-workers for recommendations. Make sure the company is bonded and insured. Or consider asking friends to be your moving company!
- Schedule final meter readings and billing dates with utility companies.
- Don't cancel your homeowner's insurance policy until after the closing. If the home is significantly damaged before the closing, the buyer may elect to cancel the purchase agreement.
- Vacuum, sweep, dust, polish and mow or shovel. Cleaning up your empty home is the most important thing you'll do to welcome the new owners.

Whew! Now you can finally think about settling into your new home. A move is an exciting change. The Klines (including Mo and Curly) will have more space, and Ellen Bower will take her career to a new level. Wherever your move takes you, we wish you all the best!

# Appendix Sample Form A

## EXCLUSIVE RIGHT TO SELL LISTING CONTRACT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.

1. Date \_\_\_\_\_
2. Page 1 of \_\_\_\_\_

This Contract involves the property located at: \_\_\_\_\_, Legally described as \_\_\_\_\_

"I" means: \_\_\_\_\_ (Property)  
 "You" means: \_\_\_\_\_ (Seller)  
 \_\_\_\_\_ (the real estate broker)

### DEFINITIONS

### LISTING

I give You the exclusive right to sell the Property for the price of \$ \_\_\_\_\_ upon the following terms: \_\_\_\_\_

This Contract starts \_\_\_\_\_, 19\_\_\_\_, and ends at 11:59 on \_\_\_\_\_, 19\_\_\_\_. In exchange, You agree to list the Property and try to sell it. You may place a "For Sale" sign and a lock box with keys on the Property.

I understand You may be a member of a Multiple Listing Service (MLS), and if You are, You will give information to MLS concerning the Property. I will notify You of relevant information important to the sale of the Property. If You sell the Property, You may notify MLS and member REALTORS® of the price and terms of the sale. I understand that this Contract DOES NOT give You authority to rent or manage my property.

I understand that mortgage financing services are usually paid for by the Buyer; however certain insured government loans may require the Seller to pay a portion of the fees for the mortgage loan. I understand that I will not be required to pay the financing fees on any mortgage without giving my written consent. I understand that You may list other properties during the term of this Contract.

### MY DUTIES

I will cooperate with You in selling the Property. I will promptly tell You about all inquiries I receive about the Property. I agree to provide and pay for any inspections and reports required by any governmental authority. I agree to provide homeowners association documents if required. I will remain responsible for security, maintenance, utilities and insurance while I own the Property, and for safekeeping, securing and/or concealing any valuable personal property during Property showings or open houses. I will provide the Buyer an updated abstract of title, or owner's duplicate certificate of title and registered property abstract, or owner's title insurance policy for the Property as agreed to in a Purchase Agreement. I have the full legal right to sell the Property. I will sign all documents necessary to transfer to the Buyer marketable title to the Property.

### YOUR COMMISSION

NOTICE: THE COMMISSION RATE FOR THE SALE, LEASE, RENTAL OR MANAGEMENT OF REAL PROPERTY SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL REAL ESTATE BROKER AND ITS CLIENT.

I will pay You as your commission \_\_\_\_\_% of the selling price or \$ \_\_\_\_\_ if I sell or agree to sell the Property before this Contract ends.  
(Choose One)

In addition, if before this Contract ends You present a Buyer who is willing and able to buy the Property at the price and terms required in this Contract, but I refuse to sell, I will still pay You the same commission. I agree to pay your commission whether You, I, or anyone sells the Property. I hereby permit You to share part of your commission with other real estate brokers, including brokers representing only the Buyer. I agree to pay your commission in full upon the happening of any of the following events: (1) The closing of the sale, (2) My refusal to close the sale, or (3) My refusal to sell at the price and terms specified above.

If within 180 days after the end of this Contract, I sell or agree to sell the Property to any one who:

- (1) During this Contract made inquiry of me about the Property and I did not tell You about the inquiry; or
- (2) During this Contract made an affirmative showing of interest in the Property by responding to an advertisement or by contacting You or the salesperson involved or was physically shown the Property by You and whose name is on a written list You give me within 72 hours after the end of this Contract; then I will still pay You your commission, even if I sell the Property without your assistance. I understand that I do not have to pay your commission if I sign another valid listing contract for this Property after the expiration of this Contract, under which I am obligated to pay a commission to another licensed real estate broker.

To secure the payment of your commission I hereby assign to You the proceeds from the sale of my Property in an amount equal to the commission due You under this contract.

### CLOSING SERVICES

NOTICE: THE REAL ESTATE BROKER, REAL ESTATE SALESPERSON, OR REAL ESTATE CLOSING AGENT HAS NOT AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS OPINIONS REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING ITSELF.

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

I understand that no one can require me to use a particular person in connection with a real estate closing and that I may arrange for a qualified closing agent, or my attorney, to conduct the closing. I understand that I may be required to pay certain closing costs. My choice for closing services: (initial one)

I wish to have You arrange for the closing.  
(Seller) (Seller)

I will arrange for a qualified closing agent or my attorney to conduct the closing.  
(Seller) (Seller)

### NOTICES AND NONDISCRIMINATION

I have had the opportunity to review the "NOTICES AND NONDISCRIMINATION" clause on page two of this Contract.  
(Seller) (Seller)

### AGENCY REPRESENTATION

If a Buyer represented by Broker wishes to buy your property, a dual agency will be created. This means that Broker will represent both you and the Buyer(s), and owe the same duties to the Buyer(s) that Broker owes to you. This conflict of interest will prohibit Broker from advocating exclusively on your behalf. Dual agency will limit the level of representation Broker can provide. If a dual agency should arise, you will need to agree that confidential information about price, terms, and motivation will still be kept confidential unless you instruct Broker in writing to disclose specific information about you. All other information will be shared. Broker cannot act as a dual agent unless both you and the Buyer(s) agree to it. By agreeing to a possible dual agency, you will be giving up the right to exclusive representation in an in-house transaction. However, if you should decide not to agree to a possible dual agency, and you want Broker to represent you, you may give up the opportunity to sell your property to Buyers represented by Broker.

**Seller's Instructions to Broker:** Having read and understood this information about dual agency, Seller(s) now instructs Broker as follows:

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

Seller: \_\_\_\_\_ Broker: \_\_\_\_\_  
 Sotlor: \_\_\_\_\_ By: \_\_\_\_\_  
 Date: \_\_\_\_\_ (Salesperson)

### CERTIFICATION INDIVIDUAL TRANSFEROR

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest, must be notified in writing and must withhold tax, if the transferor (seller) is a foreign person and the sale price exceeds \$300,000. In the event transferor (seller) is a foreign person and the sale price exceeds \$300,000, requirements of the 1980 Foreign Investment in Real Property Tax Act (FIRPTA) will be fulfilled.

Seller(s) state and acknowledge the following:

I am a citizen of the United States, or if a corporation, partnership or other business entity, duly incorporated in the United States, or if a partnership or business entity, formed and governed by the laws of the United States:  Yes  No

If no please state country of citizenship, Incorporation or the like: \_\_\_\_\_

Under the penalties of perjury I declare that I have examined this certification and, to the best of my knowledge and belief, it is true, correct and complete.

ACCEPTED BY: \_\_\_\_\_ BY: \_\_\_\_\_ Date Signed \_\_\_\_\_, 19\_\_\_\_  
(Real Estate Broker) (Agent)

ACCEPTED BY: \_\_\_\_\_ ACCEPTED BY: \_\_\_\_\_  
(Seller) (Seller)

Address: \_\_\_\_\_ Address: \_\_\_\_\_  
(Seller) (Seller)

Phone: \_\_\_\_\_

### NOTICES AND NONDISCRIMINATION

Seller(s) of this Property have not received notices from any municipality, government agency or homeowners association about the Property that I have not told You about, and I agree to promptly tell You of any notices of that type that I receive. I understand that I may not refuse to sell, or discriminate in the terms, conditions or privileges of sale, to any person due to their race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, handicap, whether physical or mental, sexual orientation or family status. I understand further that local ordinances may include other protected classes.

This shall serve as my written notice granting You permission to obtain mortgage information (i.e. mortgage balance, interest rate, payoff and/or assumption figures, etc.) regarding any existing financing on this property. A copy of this document shall be as valid as the original.

If either You or I bring an action for enforcement of this Agreement, the prevailing party in such action, shall be entitled to recover all costs and expenses including all reasonable attorneys' fees and court costs.

# Sample Form B

**PURCHASE AGREEMENT**  
This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.

1. Date \_\_\_\_\_  
2. Page 1 of \_\_\_\_\_ Pages

3. RECEIVED OF \_\_\_\_\_
4. \_\_\_\_\_
5. the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)
6. by **CHECK-CASH-NOTE** as earnest money to be deposited upon acceptance of Purchase Agreement by all parties, on or
7. before the third business day after acceptance, in the trust account of listing broker but to be returned to Buyer if Purchase
8. Agreement is not accepted by Seller. Said earnest money is part payment for the purchase of the property located at:
9. Street Address: \_\_\_\_\_
10. City of \_\_\_\_\_, County of \_\_\_\_\_, State of Minnesota.
11. Legally described as: \_\_\_\_\_
12. \_\_\_\_\_
13. including the following property, if any, owned by Seller and used and located on said property: garden bulbs, plants, shrubs, and
14. trees; storm sash, storm doors, screens and awnings; window shades, blinds, traverse and curtain and drapery rods; attached lighting
15. fixtures and bulbs; plumbing fixtures, water heater, heating plants (with any burners, tanks, stokers and other equipment used in
16. connection therewith), built-in air conditioning equipment, electronic air filter, Water Softener **OWNED / RENTED / NONE** built-in humidifier
17. and dehumidifier, liquid gas tank and controls (if the property of Seller), sump pump; attached television antenna, cable TV jacks
18. and wiring; **BUILT-INS**: dishwashers, garbage disposals, trash compactors, ovens, cook top stoves, microwave ovens, hood fans,
19. intercom's; **ATTACHED**: carpeting; mirrors; garage door openers and all controls; smoke detectors; fireplace screens, doors and
20. heatilators; **AND**: the following personal property: \_\_\_\_\_
21. \_\_\_\_\_
22. \_\_\_\_\_
23. all of which property Seller has this day agreed to sell to Buyer for sum of: (\$ \_\_\_\_\_)
24. \_\_\_\_\_ Dollars.
25. which Buyer agrees to pay in the following manner: Earnest money of \$ \_\_\_\_\_
26. and \$ \_\_\_\_\_ cash on \_\_\_\_\_ the date of closing, and
27. the balance of \$ \_\_\_\_\_ by financing in accordance with the attached addendum:
28. **Conventional** **FHA** **VA** **Assumption** **Contract for Deed** **Purchase Money Mortgage** **Other**: \_\_\_\_\_
29. This Purchase Agreement **IS / IS NOT** subject to a Contingency Addendum for sale of Buyer's property. (If answer is IS, see attached addendum.)
30. This Purchase Agreement **IS / IS NOT** subject to cancellation of a previously written Purchase Agreement dated \_\_\_\_\_
31. Buyer has been made aware of the availability of property inspections. Buyer **elects/declines** to have a property inspection performed
32. at Buyer's expense.
33. This Purchase Agreement **IS / IS NOT** subject to an Inspection Addendum. (If answer is IS, see attached addendum.)
34. Attached are other addenda which are made a part of this Purchase Agreement. (Enter page or pages on line 2)
35. **DEED/MARKETABLE TITLE**: Upon performance by Buyer, Seller shall deliver a \_\_\_\_\_ Warranty Deed
36. joined in by spouse, if any, conveying marketable title, subject to:
37. (A) Building and zoning laws, ordinances, state and federal regulations; (B) Restrictions relating to use or improvement of the property
38. without effective forfeiture provisions; (C) Reservation of any mineral rights by the State of Minnesota; (D) Utility and drainage easements
39. which do not interfere with existing improvements; (E) **Rights of tenants as follows** (unless specified, not subject to tenancies): \_\_\_\_\_
40. \_\_\_\_\_
41. (F) Others (Must be specified in writing): \_\_\_\_\_
42. **SPECIAL ASSESSMENTS** shall be paid as follows:
43. **BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING / SELLER SHALL PAY ON DATE OF CLOSING** all installments
44. of special assessments certified for payment with the real estate taxes due and payable in the year of closing.
45. **BUYER SHALL ASSUME / SELLER SHALL PAY** on date of closing all other special assessments levied as of the date of this Agreement
46. **BUYER SHALL ASSUME / SELLER SHALL PROVIDE FOR PAYMENT OF** special assessments pending as of the date of this Agreement
47. for improvements that have been ordered by the City Council or other assessing authorities. (Seller's provision for payment shall be by
48. payment into escrow of two (2) times the estimated amount of the assessments, or less as required by Buyer's lender.)
49. **BUYER SHALL ASSUME / SELLER SHALL PAY** on date of closing any deferred real estate taxes (i.e. Green Acres, etc.) or special
50. assessments payment of which is required as a result of the closing of this sale. Buyer shall pay real estate taxes due and payable in
51. the year following closing and thereafter and any unpaid special assessments payable therewith and thereafter, the payment of which is
52. not otherwise provided. As of the date of this Agreement, Seller represents that Seller **HAS / HAS NOT** received a notice of hearing for a
53. new public improvement project from any governmental assessing authority, the costs of which project may be assessed against the property. If a
54. notice of pending special assessment is issued after the date of this Agreement and on or before the date of closing, Buyer shall assume
55. payment of **ALL / NONE / OTHER**: \_\_\_\_\_ of any such special assessments, and Seller shall provide for
56. payment on date of closing **ALL / NONE / OTHER**: \_\_\_\_\_ of any such special assessments. If such special
57. assessments or escrow amounts for said special assessments as required by Buyer's lender shall exceed \$ \_\_\_\_\_
58. Seller and Buyer Initial: Seller(s) \_\_\_\_\_ Buyer(s) \_\_\_\_\_

# Sample Form B

## PURCHASE AGREEMENT

60. Page 2

61. then either party may agree in writing on or before the date of closing to assume, pay or provide for the payment of such expense.  
62. In the absence of such agreement, either party may declare this Purchase Agreement null and void; the parties shall immediately  
63. sign a cancellation of Purchase Agreement and all earnest money paid hereunder shall be refunded to Buyer.

64. **TITLE & EXAMINATION:** Seller shall, at Seller's option, within a reasonable time after acceptance of this Agreement, provide  
65. evidence of title in the form of either (1) a commitment for an owner's policy of title insurance in the amount of the purchase price,  
66. on a current ALTA form issued by an insurer licensed to write title insurance in Minnesota; or (2) an abstract of title or a registered  
67. property abstract certified to date. Evidence of title shall include proper searches covering bankruptcies, state and federal  
68. judgments and liens, and levied and pending Special Assessments. Seller shall (1) pay the entire premium for such title  
69. insurance policy if no lender's policy is obtained, and only the additional cost of obtaining a simultaneously issued owner's policy if  
70. a lender's policy is obtained (Buyer shall pay the premium for the lender's policy); or (2) pay all costs of providing the abstract.  
71. If Seller provides a commitment for an owner's policy of title insurance, Seller shall surrender any abstract in Seller's possession or  
72. control to Buyer at closing.

73. Seller shall use Seller's best efforts to provide marketable title by the date of closing. In the event Seller has not provided  
74. marketable title by the date of closing, Seller shall have an additional 30 days to make title marketable or, in the alternative, Buyer  
75. may waive title defects by written notice to the Seller. In addition to the 30 day extension, Buyer and Seller may by mutual  
76. agreement further extend the closing date. Lacking such extension, either party may declare this Purchase Agreement null and  
77. void; neither party shall be liable for damages hereunder to the other and earnest money shall be refunded to Buyer; Buyer and  
78. Seller shall immediately sign a cancellation of Purchase Agreement.

79. **SUBDIVISION OF LAND:** If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay all subdivision  
80. expenses and obtain all necessary governmental approvals. Seller warrants the legal description of the real property to be  
81. conveyed has been or will be approved for recording as of the date of closing.

82. Seller warrants that the buildings are or will be constructed entirely within the boundary lines of the property. Seller warrants that  
83. there is a right of access to the property from a public right of way. These warranties shall survive the delivery of the deed or contract  
84. for deed.

85. Seller warrants that prior to the closing, payment in full will have been made for all labor, materials, machinery,  
86. fixtures or tools furnished within the 120 days immediately preceding the closing in connection with construction,  
87. alteration or repair of any structure on or improvement to the property.

88. Seller warrants that Seller has not received any notice from any governmental authority as to violation of any law, ordinance or  
89. regulation. If the property is subject to restrictive covenants, Seller warrants that Seller has not received any notice from any person  
90. or authority as to a breach of the covenants. Any notices received by Seller will be provided to Buyer immediately.

91. Seller agrees to allow reasonable access to the property for performance of any surveys or inspections agreed to herein.

92. **RISK OF LOSS:** If there is any loss or damage to the property between the date hereof and the date of closing, for any reason  
93. including fire, vandalism, flood, earthquake or act of God, the risk of loss shall be on Seller. If the property is destroyed or  
94. substantially damaged before the closing date, this Purchase Agreement shall become null and void, at Buyer's option, and  
95. earnest money shall be refunded to Buyer. Buyer and Seller shall immediately sign a cancellation of Purchase Agreement.

96. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.

97. **ENTIRE AGREEMENT:** This Purchase Agreement, any attached exhibits and any addenda or amendments signed by the parties,  
98. shall constitute the entire agreement between Seller and Buyer, and supercedes any other written or oral agreements between  
99. Seller and Buyer. This Purchase Agreement can be modified only in writing signed by Seller and Buyer.

100. **ACCEPTANCE:** Buyer understands and agrees that this Purchase Agreement is subject to acceptance by Seller in writing. The  
101. delivery of all papers and monies shall be made at the listing broker's office.

102. **DEFAULT:** If Buyer defaults in any of the agreements herein, Seller may terminate this Purchase Agreement, and payments made  
103. hereunder may be retained by Seller as liquidated damages. If this Purchase Agreement is not so terminated, Buyer or Seller may  
104. seek actual damages for breach of this Agreement or specific performance of it.

# Sample Form B

## PURCHASE AGREEMENT

106. Address \_\_\_\_\_

107. Page 3 Date \_\_\_\_\_

108. REAL ESTATE TAXES shall be paid as follows:

109. Buyer shall pay. **PRORATED FROM DAY OF CLOSING**,        12THS, ALL, NONE real estate taxes due and payable in the year 19 \_\_\_\_\_  
(circle one)

110. Seller shall pay. **PRORATED TO DAY OF CLOSING**,        12THS, ALL, NONE real estate taxes due and payable in the year 19 \_\_\_\_\_ If the  
(circle one)

111. closing date is changed, the real estate taxes paid shall, if prorated, be adjusted to the new closing date. Seller warrants taxes due and  
112. payable in the year 19 \_\_\_\_\_ will be **FULL-PART-NON** homestead classification. If part or non-homestead classification is circled.  
(circle one)

113. Seller agrees to pay Buyer at closing \$ \_\_\_\_\_

114. toward the non-homestead real estate taxes. Buyer agrees to pay any remaining balance of non-homestead taxes when they become  
115. due and payable. No representations are made concerning the amount of subsequent real estate taxes.

116. **POSSESSION:** Seller shall deliver possession of the property not later than \_\_\_\_\_ after closing.

117. All interest, homeowner association dues, rents, fuel oil, liquid petroleum gas and all charges for city water, city sewer, electricity, and natural

118. gas shall be prorated between the parties as of date of closing. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY

119. NOT INCLUDED HEREIN from the property by possession date.

120. **ENVIRONMENTAL CONCERNS:** To the best of the Seller's knowledge there are no hazardous substances, or underground storage tanks, except

121. herein noted: \_\_\_\_\_

122. \_\_\_\_\_

123. SELLER WARRANTS THAT THE PROPERTY IS DIRECTLY CONNECTED TO: CITY SEWER  YES  NO CITY WATER  YES  NO

124. SELLER/BUYER AGREES TO PROVIDE WATER QUALITY TEST RESULTS IF REQUIRED BY GOVERNING AUTHORITY AND/OR LENDER.  
(circle one)

125. SELLER/BUYER AGREES TO PROVIDE, IF REQUIRED BY THE TERMS OF THIS PURCHASE AGREEMENT OR BY GOVERNING  
(circle one)

126. AUTHORITY AND/OR LENDER, A LICENSED INSPECTOR'S SEPTIC SYSTEM INSPECTION REPORT OR NOTICE INDICATING IF

127. THE SYSTEM COMPLIES WITH APPLICABLE REGULATIONS. NOTICE: A VALID CERTIFICATE OF COMPLIANCE FOR THE SYSTEM MAY

128. SATISFY THIS OBLIGATION. NOTHING IN LINES 125 TO 129 SHALL OBLIGATE SELLER TO UPGRADE, REPAIR OR REPLACE THE

129. SEPTIC SYSTEM UNLESS OTHERWISE AGREED TO IN THIS PURCHASE AGREEMENT.

130. SELLER WARRANTS THAT CENTRAL AIR CONDITIONING, HEATING, PLUMBING AND WIRING SYSTEMS USED AND LOCATED ON

131. SAID PROPERTY WILL BE IN WORKING ORDER ON DATE OF CLOSING, EXCEPT AS NOTED IN THIS AGREEMENT.

132. BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO ESTABLISH THAT THE

133. PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF PURCHASE AGREEMENT.

134. BUYER ACKNOWLEDGES THAT NO ORAL REPRESENTATIONS HAVE BEEN MADE REGARDING POSSIBLE PROBLEMS OF WATER

135. IN BASEMENT, OR DAMAGE CAUSED BY WATER OR ICE BUILD-UP ON ROOF OF THE PROPERTY AND BUYER RELIES

136. SOLELY IN THAT REGARD ON THE FOLLOWING STATEMENT BY SELLER:

137. SELLER **HAS / HAS NOT** HAD A WET BASEMENT, AND **HAS / HAS NOT** HAD ROOF, WALL OR CEILING DAMAGE CAUSED BY WATER  
(circle one)

138. OR ICE BUILD-UP. BUYER **HAS / HAS NOT** RECEIVED A SELLER'S PROPERTY DISCLOSURE STATEMENT.  
(circle one)

139. BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.

140. BUYER HAS RECEIVED THE WELL DISCLOSURE STATEMENT OR A STATEMENT THAT NO WELL EXISTS ON THE PROPERTY,

141. AND A SEPTIC SYSTEM DISCLOSURE STATEMENT OR A STATEMENT THAT NO SEPTIC SYSTEM EXISTS ON OR SERVES THE

142. PROPERTY, AS REQUIRED BY MINNESOTA STATUTES.

143. I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAD THE OPPORTUNITY TO REVIEW THE ARBITRATION DISCLOSURE AND

144. RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT.

145. SELLER(S) \_\_\_\_\_ BUYER(S) \_\_\_\_\_

146. SELLER(S) \_\_\_\_\_ BUYER(S) \_\_\_\_\_

147. **NOTICE**

148. \_\_\_\_\_ is Seller's Agent/Buyer's Agent/Dual Agent/Non-Agent  
(Licensee) (circle one)

149. \_\_\_\_\_  
(Company)

150. \_\_\_\_\_ is Seller's Agent/Buyer's Agent/Dual Agent/Non-Agent  
(Licensee) (circle one)

151. \_\_\_\_\_  
(Company)

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

153. **DUAL AGENCY REPRESENTATION**

154. **DUAL AGENCY REPRESENTATION DOES/DOES NOT APPLY IN THIS TRANSACTION.**  
(circle one)

155. Broker represents both the Seller(s) and the Buyer(s) of the property involved in this transaction, which creates a dual agency. This

156. means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because the parties may have conflicting

157. interests, Broker and its salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this

158. transaction without the consent of both Seller(s) and Buyer(s). Seller(s) and Buyer(s) acknowledge that:

159. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will remain confidential

160. unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other information will be shared;

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

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

163. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker and its salespersons

164. to act as dual agents in this transaction.

165. \_\_\_\_\_

Seller \_\_\_\_\_ Buyer \_\_\_\_\_

166. \_\_\_\_\_

Seller \_\_\_\_\_ Buyer \_\_\_\_\_

167. \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_



# Sample Form B

## PURCHASE AGREEMENT

169. Address \_\_\_\_\_  
169. Page 4 Date \_\_\_\_\_

170. OTHER: \_\_\_\_\_  
171. \_\_\_\_\_  
172. \_\_\_\_\_  
173. \_\_\_\_\_  
174. \_\_\_\_\_

175. I, the owner of the property, accept this Agreement and  
176. authorize the listing broker to withdraw said property from  
177. the market, unless instructed otherwise in writing and  
178. I have reviewed all pages of this Purchase Agreement.

I agree to purchase the property for the price and in accordance with the terms and conditions set forth above and I have reviewed all pages of this Purchase Agreement.

179. X \_\_\_\_\_ (Date)  
(Seller's Signature)

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

180. X \_\_\_\_\_  
(Seller's Printed Name)

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

181. X \_\_\_\_\_ (Marital Status)  
(Social Security Number - optional)

X \_\_\_\_\_ (Marital Status)  
(Social Security Number - optional)

182. X \_\_\_\_\_ (Date)  
(Seller's Signature)

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

183. X \_\_\_\_\_  
(Seller's Printed Name)

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

184. X \_\_\_\_\_ (Marital Status)  
(Social Security Number - optional)

X \_\_\_\_\_ (Marital Status)  
(Social Security Number - optional)

185. FINAL ACCEPTANCE DATE \_\_\_\_\_

186. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYERS AND SELLERS.**  
187. MN:PA-4 (9/97) **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

# Sample Form C

## SELLER'S PROPERTY DISCLOSURE STATEMENT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.

1. Date \_\_\_\_\_  
2. Page 1 of \_\_\_\_\_ Pages

3. **NOTICE:** This disclosure is not a warranty or a guaranty of any kind by the Seller(s) or Agent(s) representing any party(s) in the transaction. The information disclosed is given to the best of the Seller's knowledge.
- 4.
5. **INSTRUCTIONS TO BUYER:** Buyers are encouraged to thoroughly inspect the property personally or have it inspected by a third party, and to inquire about any specific areas of concern.
- 6.
7. **INSTRUCTIONS TO THE SELLER:** (1) Complete this form yourself. (2) Consult prior disclosure statement(s) and/or inspection report(s) when completing this form. (3) Describe conditions affecting the property to the best of your knowledge. (4) Attach additional pages with your signature if additional space is required. (5) Answer all questions. (6) If any items do not apply, write "NA" (not applicable).
- 8.
- 9.
- 10.

11. Property located at \_\_\_\_\_, State of \_\_\_\_\_  
12. City of \_\_\_\_\_ County of \_\_\_\_\_

### A. GENERAL INFORMATION:

14. (1) When did you purchase or build the home? \_\_\_\_\_
15. (2) Type of Title Evidence: Abstract  Registered (Torrens)  Unknown
16. Location of Abstract or Owner's Duplicate Certificate of Title: \_\_\_\_\_
17. Is there an existing Owner's Title Insurance policy? Yes  No  Unknown
18. (3) Have you occupied this home continuously for the past 12 months? Yes  No
19. If no, explain: \_\_\_\_\_
20. (4) Is the home suitable for year round use? Yes  No  Unknown
21. (5) Is the property located in a designated flood plain? Yes  No  Unknown
22. (6) Are you in possession of prior seller's disclosure statement(s)? (if yes, please attach) Yes  No
23. Are there:
24. (7) Encroachments? Yes  No  Unknown
25. (8) Covenants, Restrictions or Reservations (non-governmental) affecting the use of the property? Yes  No  Unknown
26. (9) Easements, other than utility or drainage easements? Yes  No  Unknown
27. (10) Comments: \_\_\_\_\_
- 28.

### B. GENERAL CONDITION: To your knowledge have any of the following conditions previously existed or do they currently exist?

30. (1) Has there been any damage by wind, fire, flood or other disaster(s)? Yes  No
31. If yes, give details of what happened and when: \_\_\_\_\_
- 32.
- 33.
34. (2) Has the structure(s) been altered? (i.e. additions, altered roof lines, changes to load bearing walls.) Yes  No
35. If yes, please specify what was done, when and by whom (owner or contractor): \_\_\_\_\_
- 36.
- 37.
38. (3) Soil Problems? Yes  No
39. (4) Diseased Trees? Yes  No
40. (5) Animal Infestation? Yes  No
41. (6) Insect/Pest Infestation? Yes  No
42. (7) Do you have or have you previously had any pets? Yes  No  If yes, indicate type \_\_\_\_\_ and number \_\_\_\_\_
43. (8) Comments: \_\_\_\_\_
- 44.

### C. STRUCTURAL SYSTEMS: To your knowledge have any of the following conditions previously existed or do they currently exist?

- (Answers apply to all structures, such as garage and out-buildings.)
47. (1) **THE BASEMENT, CRAWLSPACE, SLAB**
48. (a) Foundation problem Yes  No
49. (b) Flooding Yes  No
50. (c) Wet floors/walls Yes  No
51. (d) Leakage/seepage Yes  No
52. (e) Drain tile problem Yes  No
53. (f) Cracked floors/walls Yes  No
54. (g) Sewer backup Yes  No
55. (h) Other Yes  No
56. Give details to any question answered "yes": \_\_\_\_\_
- 57.
58. (2) **THE ROOF**
59. (a) What is the age of the roofing material? \_\_\_\_\_
60. (b) Has there been interior damage from ice build-up? Yes  No
61. (c) Has there been any leakage? Yes  No
62. (d) Have there been any repairs or replacements made to the roof? Yes  No
63. Give details to any question answered "yes": \_\_\_\_\_

### D. PRIVATE SEWER SYSTEM DISCLOSURE: (A Private Sewer System Disclosure is required by Minn. Statutes)

64. Check appropriate box
65.  The seller does not know of a private sewer system on or serving the above described real property.
66.  There is a private sewer system on or serving the above described real property. See Private Sewer System Disclosure.

### E. PRIVATE WELL DISCLOSURE: (A Well Disclosure Statement and Certificate are required by Minn. Statutes) Check appropriate box.

68.  The seller certifies that the seller does not know of any wells on the above described real property.
69.  The seller certifies there are one or more wells located on the above described real property. See Well Disclosure Statement.
70. Are there any wells serving the above described property that are not located on the property? Yes  No  Unknown
71. Date well water last tested for contaminants: \_\_\_\_\_ Test results attached Yes  No
72. Comments: \_\_\_\_\_
73. Is this property in a Special Well Construction Area? Yes  No  Unknown
74. Contaminated Well: Is there a well on or serving the property containing contaminated water? Yes  No  Unknown

75. MN:SPDS-1 (8/95)

ORIGINAL COPY TO LISTING BROKER: COPIES TO SELLER, BUYER, SELLING BROKER.

# Sample Form C

## SELLER'S PROPERTY DISCLOSURE STATEMENT

76. Page 2 of \_\_\_\_\_ Pages

77. Property located at \_\_\_\_\_

**78. F. VALUATION EXCLUSION DISCLOSURE** (Required by Minn. Statute 273.11, Subd. 16) Check appropriate box.

79. There IS  /IS NOT  an exclusion from market value for home improvements on this property. Any valuation exclusion will terminate upon sale of the property, and the property's estimated market value for property tax purposes will increase. If a valuation exclusion exists, buyers are encouraged to look into the resulting tax consequences.

81. Additional comments: \_\_\_\_\_

**83. G. APPLIANCES, HEATING, PLUMBING, ELECTRICAL AND OTHER MECHANICAL SYSTEMS:**

84. **NOTE:** This section refers only to the working condition of the following items. Personal property is included in the sale **ONLY IF** specifically referenced in the Purchase Agreement. Cross out only those items not physically located on the property.

	In Working Order			In Working Order			In Working Order	
	YES	NO		YES	NO		YES	NO
88. Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	Antenna and Cables	<input type="checkbox"/>	<input type="checkbox"/>	Pool and Equipment	<input type="checkbox"/>	<input type="checkbox"/>
89. Dryer	<input type="checkbox"/>	<input type="checkbox"/>	Ceiling Fan	<input type="checkbox"/>	<input type="checkbox"/>	Range Hood(s)	<input type="checkbox"/>	<input type="checkbox"/>
90. Freezer	<input type="checkbox"/>	<input type="checkbox"/>	Central Air Conditioning	<input type="checkbox"/>	<input type="checkbox"/>	Security System	<input type="checkbox"/>	<input type="checkbox"/>
91. Garage Door Opener Control(s)	<input type="checkbox"/>	<input type="checkbox"/>	Central Heating System	<input type="checkbox"/>	<input type="checkbox"/>	Smoke Detector (Battery)	<input type="checkbox"/>	<input type="checkbox"/>
92. Microwave	<input type="checkbox"/>	<input type="checkbox"/>	Door Bells	<input type="checkbox"/>	<input type="checkbox"/>	Smoke Detectors (Hardwire)	<input type="checkbox"/>	<input type="checkbox"/>
93. Range/Oven	<input type="checkbox"/>	<input type="checkbox"/>	Drain Tile System	<input type="checkbox"/>	<input type="checkbox"/>	Solar Collectors	<input type="checkbox"/>	<input type="checkbox"/>
94. Refrigerator(s)	<input type="checkbox"/>	<input type="checkbox"/>	Electrical Systems	<input type="checkbox"/>	<input type="checkbox"/>	Supplemental Heater(s)	<input type="checkbox"/>	<input type="checkbox"/>
95. Sump Pump	<input type="checkbox"/>	<input type="checkbox"/>	Exhaust Systems	<input type="checkbox"/>	<input type="checkbox"/>	Toilet Mechanisms	<input type="checkbox"/>	<input type="checkbox"/>
96. Trash Compactor	<input type="checkbox"/>	<input type="checkbox"/>	Fire Sprinkler System	<input type="checkbox"/>	<input type="checkbox"/>	Wall Air Conditioners	<input type="checkbox"/>	<input type="checkbox"/>
97. Washer	<input type="checkbox"/>	<input type="checkbox"/>	Fireplace(s)	<input type="checkbox"/>	<input type="checkbox"/>	Water Heaters(s)	<input type="checkbox"/>	<input type="checkbox"/>
98. Window Air Conditioner(s)	<input type="checkbox"/>	<input type="checkbox"/>	Fireplace Mechanisms	<input type="checkbox"/>	<input type="checkbox"/>	Water Treatment System(s)	<input type="checkbox"/>	<input type="checkbox"/>
99. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	Furnace Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	Rented <input type="checkbox"/> Owned <input type="checkbox"/>		
100. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	Garage Door Opener(s) (GDO)	<input type="checkbox"/>	<input type="checkbox"/>	Windows	<input type="checkbox"/>	<input type="checkbox"/>
101. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	GDO Auto Reverse	<input type="checkbox"/>	<input type="checkbox"/>	Window Treatments	<input type="checkbox"/>	<input type="checkbox"/>
102. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	Garbage Disposal	<input type="checkbox"/>	<input type="checkbox"/>	Woodburning Stove	<input type="checkbox"/>	<input type="checkbox"/>
103. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	Incinerator	<input type="checkbox"/>	<input type="checkbox"/>	Other _____	<input type="checkbox"/>	<input type="checkbox"/>
104. _____	<input type="checkbox"/>	<input type="checkbox"/>	Intercom	<input type="checkbox"/>	<input type="checkbox"/>	Other _____	<input type="checkbox"/>	<input type="checkbox"/>
105. _____	<input type="checkbox"/>	<input type="checkbox"/>	Lawn Sprinkler System	<input type="checkbox"/>	<input type="checkbox"/>	Other _____	<input type="checkbox"/>	<input type="checkbox"/>
106. _____	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing	<input type="checkbox"/>	<input type="checkbox"/>	Other _____	<input type="checkbox"/>	<input type="checkbox"/>

107. Comments: \_\_\_\_\_

**110. H. ENVIRONMENTAL CONCERNS:** To your knowledge are any of the following present on the property?

111. Asbestos?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>	Lead? (paint, plumbing, etc.)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>
112. Formaldehyde?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>	Radon?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>
113. Hazardous Substances?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>	Underground Storage Tanks?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>
114. Hazardous Wastes?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>	Other?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>

115. Give details to any question answered "yes": \_\_\_\_\_

**119. I. OTHER KNOWN DEFECTS:**

120. Are there any other known defects in or on the property? If yes, explain below: \_\_\_\_\_ Yes  No  Unknown

**123. J. ADDITIONAL COMMENTS:**

124. \_\_\_\_\_

125. \_\_\_\_\_

126. \_\_\_\_\_

127. \_\_\_\_\_

**LISTING BROKER AND AGENTS MAKE NO REPRESENTATIONS AND ARE NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING IN THE PROPERTY.**

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

131. The Seller(s) hereby states the condition of the property to be as stated above and authorizes any Agent(s) representing any party(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

134. \_\_\_\_\_ (Date) \_\_\_\_\_ (Date) \_\_\_\_\_ (Date) \_\_\_\_\_ (Date)

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

136. I/We, the Buyer(s) of the property acknowledge receipt of the Seller's Property Disclosure Statement and agree that no representations regarding the condition of the property have been made other than those made above.

138. \_\_\_\_\_ (Buyer) \_\_\_\_\_ (Date) \_\_\_\_\_ (Buyer) \_\_\_\_\_ (Date)

**139. M. SELLER'S ACKNOWLEDGEMENT:** (To be signed at time of purchase agreement)

140. AS OF THE DATE BELOW, I/We, the Seller(s) of the property, state that the condition of the property is the same, except changes indicated above which have been initialed and dated.

142. \_\_\_\_\_ (Date) \_\_\_\_\_ (Date) \_\_\_\_\_ (Date) \_\_\_\_\_ (Date)

143. MN:SPDS-2 (8/95)

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## Additional Consumer Information

The Attorney General's Office answers questions about landlord and tenant rights, mobile homes, health care, cars, credit, unwanted mail and phone calls, and numerous other consumer issues. The Attorney General's Office also provides free mediation to resolve disputes between Minnesota consumers and businesses and uses information from consumers to enforce the state's consumer laws.

If you have a complaint, please contact the Attorney General's Office in writing at: Minnesota Attorney General's Office, 1400 NCL Tower, 445 Minnesota Street, St. Paul, MN 55101. Citizens can also receive direct assistance from a consumer specialist by calling: 651-296-3353 or 1-800-657-3787. TTY numbers are: 651-297-7206 and 1-800-366-4812. (TTY numbers are for callers using teletypewriter devices.) Visit our web site at: [www.ag.state.mn.us](http://www.ag.state.mn.us).

Consumer publications listed below are available free of charge from the Attorney General's Office.

- |  |  |
|--|--|
| <input type="checkbox"/> The Car Handbook  | <input type="checkbox"/> Managing Managed Health Care                                |
| <input type="checkbox"/> Citizen's Guide to Home Building and Remodeling                           | <input type="checkbox"/> The Manufactured Home Parks Handbook (Available in Spanish) |
| <input type="checkbox"/> Conciliation Court (Available in Spanish)                                 | <input type="checkbox"/> Minnesota's Car Laws (Available in Spanish)                 |
| <input type="checkbox"/> Fast Food Facts   | <input type="checkbox"/> Private Mortgage Insurance Fact Sheet                       |
| <input type="checkbox"/> Guarding Your Privacy   | <input type="checkbox"/> The Phone Handbook  |
| <input type="checkbox"/> The Home Buyer's Handbook   | <input type="checkbox"/> Pyramid Schemes   |
| <input type="checkbox"/> The Home Seller's Handbook  | <input type="checkbox"/> Recall Roundup  |
| <input type="checkbox"/> Landlords and Tenants: Rights and Responsibilities (Available in Spanish) | <input type="checkbox"/> Seniors' Legal Rights                                       |



*From the Office of*  
**Minnesota Attorney General**  
**Mike Hatch**  
**1400 NCL Tower**  
**445 Minnesota Street**  
**St. Paul, MN 55101**