

CONDITION OF THE PROPERTY.

© Copyright 1998-2004, 2005, 2016, 2017 by Minnesota State Bar Association, Minneapolis, Minnesota. No copyright is claimed for statutory text. Intended for use with "Minnesota Standard Residential Purchase Agreement," M.S.B.A. Real Property Form No. 1, (2004 version or later). BEFORE YOU USE OR SIGN THIS FORM, YOU SHOULD CONSULT WITH A LAWYER TO DETERMINE THAT THE RIGHTS, OBLIGATIONS, AND CONSEQUENCES INVOLVED IN THE USE OF THIS FORM ADEQUATELY PROTECTS YOUR LEGAL RIGHTS. Minnesota State Bar Association disclaims any liability arising out of use of this form.

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]:* _____

13
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
19 (2) **Inspection Report.** *[If (2) is selected, pages 3-8 of this form may be discarded.]* Buyer has
20 received an inspection report by a qualified third-party. If a copy of the inspection report is
21 provided to Seller, Seller shall disclose to Buyer material facts known to Seller that contradict
22 any information in the inspection report. Seller's disclosure of contradictory information is
23 below on page 2 of this form.

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

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

29 SELLER: _____ BUYER: _____

30 SELLER: _____ BUYER: _____
31

32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66

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

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

[Use additional sheets if necessary.]

NOTICE REGARDING PREDATORY OFFENDERS: Information about the predatory offender registry and persons registered with the registry may be obtained by contacting the local law enforcement agency or by contacting the Minnesota Department of Corrections at 651-642-0200 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.]

67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120

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

<i>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.</i>	
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.	
<i>[Attach additional sheets, if necessary.]</i>	

CONDITION OF THE PROPERTY

Question	Answer	
	[CIRCLE ONE]	
168 Have you made any warranty claims against manufacturers for problems with the property?	YES	NO
169 Has the structure been altered , for example, adding a room, changing the roof, or remodeling an 170 interior wall?	YES	NO
171 Have there been any roof repairs or replacements ?	YES	NO
172 Have you had any pets in the house?	YES	NO
173 Explain all of your “YES” answers for this section. 174 175 176 177 178 179 180 181 182 183 <i>[Attach additional sheets, if necessary.]</i>		

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> Explain all of your “NO” answers for this section in the space at the end.	[CIRCLE ONE:]	
192 Air Conditioners, Window Units (if built into windows)	YES	NO
193 Air Conditioning, Central	YES	NO
194 Awnings	YES	NO
195 Ceiling fan(s)	YES	NO
196 Central Heating System / Furnace	YES	NO
197 Central Vacuum Cleaning System	YES	NO
198 Dishwasher	YES	NO
199 Door bells and buttons	YES	NO
200 Drain Tile System	YES	NO
201 Electrical system	YES	NO
202 Electronic Air Cleaner	YES	NO
203 Exhaust system / make-up air unit	YES	NO
204 Fire Sprinkler System	YES	NO
205 Fireplace flues, dampers, and mechanisms	YES	NO
206 Fireplace Inserts	YES	NO
207 Fireplace(s)	YES	NO
208 Garage Door Opener Automatic Reverse	YES	NO
209 Garage Door Opener	YES	NO
210 Garage Door Opener Controls	YES	NO
211 Garbage Disposal	YES	NO
212 Gas grill (built in)	YES	NO
213 Hot tub (spa), plumbing and equipment	YES	NO
214 Humidifier	YES	NO

CONDITION OF THE PROPERTY

215	Incinerator	YES	NO
216	Intercom system	YES	NO
217	Microwave (built in)	YES	NO
218	Plumbing	YES	NO
219	Plumbing fixtures, faucets, sinks, toilets, baths, showers and drains	YES	NO
220	Range / Oven (built in)	YES	NO
221	Stove hoods	YES	NO
222	Refrigerator(s) (built in)	YES	NO
223	Satellite Dish	YES	NO
224	Sauna heating equipment	YES	NO
225	Security system	YES	NO
226	Smoke Detectors	YES	NO
227	Solar Collectors	YES	NO
228	Storm Doors	YES	NO
229	Storm Windows	YES	NO
230	Sump Pump	YES	NO
231	Supplemental heaters	YES	NO
232	Swimming pool, plumbing and equipment	YES	NO
233	Trash Compactor	YES	NO
234	TV Antenna / Cable TV System	YES	NO
235	Underground irrigation system (sprinklers)	YES	NO
236	Water heater(s)	YES	NO
237	Water treatment systems (softener, clarifier, filter)	YES	NO
238	Window glass and seals	YES	NO
239	Window hardware	YES	NO
240	Window coverings, shades and drapery mechanisms	YES	NO
241	Window screens	YES	NO
242	Wood burning stove and chimney	YES	NO
243	Explain all of your " NO " answers for this section:		
244	<i>[Use additional sheets if necessary.]</i>		
245			
246			
247			
248			
249			
250			
251			
252			
253			
254			
255			

PART D: ENVIRONMENTAL DISCLOSURES.

RADON.

Seller's disclosures concerning radon gas are contained in the accompanying **Radon Disclosure**, M.S.B.A. Real Property Form No. **24** (2013).

ASBESTOS.

Question	Answer	
	<i>[CIRCLE ONE]</i>	Comment or Explanation

CONDITION OF THE PROPERTY

266
267
268
269
270
271
272
273

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.

274
275
276
277
278
279
280
281
282
283
284
285
286
287
288

Question	Answer		Comment or Explanation
	[CIRCLE ONE]		
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.

291
292
293
294
295
296
297
298

Question	Answer		Comment or Explanation
	[CIRCLE ONE]		
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.

301
302
303
304
305
306
307
308

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.

311

Question	Answer		Comment or Explanation
	[CIRCLE ONE]		

CONDITION OF THE PROPERTY

312 313	Are you aware if there has been any mold, mildew, moisture, or water inside the walls?	YES	NO	
314 315	Are you aware if there has been any mold, mildew, moisture, or water inside the ceiling and roof system?	YES	NO	

INSURANCE AND INSURABILITY.

319 320 321	Have you made any claims against your homeowner's insurance for damage to the building or its contents? If "Yes," please explain.	YES	NO	
322 323	Have you been denied homeowner's insurance for this property? If "Yes," please explain.	YES	NO	
324 325 326	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	
327 328	Is the property insured through the Minnesota FAIR Plan? If "Yes," please explain.	YES	NO	

UNDERGROUND STORAGE TANKS.

332	Are there any underground storage tanks on the property?	YES	NO	
333 334	For each tank disclosed, has it been used for the storage of petroleum products?	YES	NO	
335	For each tank disclosed, has it leaked?	YES	NO	
336 337	For each tank disclosed, is the tank a single wall or double wall tank?	YES	NO	
338	For each tank disclosed, is there an electronic leak monitor?	YES	NO	
339 340	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.

344 **LIST HERE ANY OTHER MATERIAL FACTS, NOT ALREADY DISCLOSED.**

345

346

347

348

349

350 *[Use additional sheets if necessary.]*

354 Seller(s) signatures: _____

358 Buyer received this Disclosure on [date] _____

361 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: _____

