

**PURCHASE AGREEMENT:
NEW CONSTRUCTION**

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1. Page 1 Date _____
2. RECORDS AND REPORTS, IF ANY, ARE
3. ATTACHED AND MADE A PART OF THIS
4. PURCHASE AGREEMENT

5. BUYER (S): _____

6. _____

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

8. _____ Dollars

9. (\$ _____) shall be: (*Check one.*)

10. ☐ GIVEN IMMEDIATELY UPON FINAL ACCEPTANCE OF THIS PURCHASE AGREEMENT TO THE SELLER
11. ("BUILDER") AS A CONSTRUCTION DEPOSIT FOR PART PAYMENT OF MATERIALS AND LABOR; OR

12. ☐ DELIVERED TO LISTING BROKER, OR, IF CHECKED, TO ☐ _____
("Earnest Money Holder")

13. NO LATER THAN TWO (2) BUSINESS DAYS AFTER FINAL ACCEPTANCE DATE OF THIS PURCHASE AGREEMENT.

14. Buyer and Builder agree that Earnest Money Holder shall deposit any earnest money in the Earnest Money Holder's
15. trust account within three (3) Business Days of receipt of the earnest money or Final Acceptance Date of this Purchase
16. Agreement, whichever is later.

17. Said earnest money is part payment for the purchase of the property located at

18. Street Address: _____ ,

19. City of _____ , County of _____ , State of Minnesota, legally

20. described as _____

21. _____ .

22. Builder hereby agrees to construct upon the real property a home, together with other improvements, to be built in substantial

23. conformance with the Plans and Specifications for the _____ , a copy of which is attached
(Plan # or Model Name)

24. to this Purchase Agreement as Exhibit "A" or is in the office of Builder. The real property, as improved by construction,
25. together with personal property, if any, chosen by Buyer and to be provided by Builder (collectively the "Property").

26. **PURCHASE PRICE:**

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

28. _____ Dollars, which Buyer agrees to pay as follows:

29. additional earnest money (in the method elected above) of \$ _____

30. due _____ ; and
(Dates, Terms, or Conditions)

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

33. 2. _____ percent (%) of the sale price in **MORTGAGE FINANCING**. (See following Mortgage Financing section.)

34. 3. _____ percent (%) of the sale price by **ASSUMING** Seller's current mortgage. (See attached *Addendum to*
35. *Purchase Agreement: Assumption Financing*.)

36. 4. _____ percent (%) of the sale price by **CONTRACT FOR DEED**. (See attached *Addendum to Purchase*
37. *Agreement: Contract for Deed Financing*.)

38. **CLOSING DATE:**

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

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40. Page 2 Date _____

41. Property located at _____.

42. **MORTGAGE FINANCING:**

43. This Purchase Agreement ☐ IS ☐ IS NOT subject to the mortgage financing provisions below. If IS, complete the
----- (Check one.) -----

44. **MORTGAGE FINANCING** section below. If IS NOT, proceed to the **BUILDER'S CONTRIBUTIONS TO BUYER'S**
45. **COSTS** section.

46. Such mortgage financing shall be: (Check one.)

47. ☐ **FIRST MORTGAGE only** ☐ **FIRST MORTGAGE AND SUBORDINATE FINANCING.**

48. Buyer shall apply for and secure, at Buyer's expense, a: (Check all that apply.)

49. ☐ **CONVENTIONAL**

50. ☐ **DEPARTMENT OF VETERANS' AFFAIRS ("DVA") GUARANTEED**

51. ☐ **FEDERAL HOUSING ADMINISTRATION ("FHA") INSURED**

52. ☐ **MINNESOTA HOUSING FINANCE AGENCY ("MHFA")**

53. ☐ **PRIVATELY INSURED CONVENTIONAL**

54. ☐ **UNITED STATES DEPARTMENT OF AGRICULTURE ("USDA") RURAL DEVELOPMENT**

55. ☐ **OTHER** _____

56. mortgage in the amount stated in this Purchase Agreement, amortized over a period of not more than _____
57. years, with an initial interest rate at no more _____ percent (%) per annum. The mortgage application **IS TO**
58. **BE MADE WITHIN FIVE (5) BUSINESS DAYS** after the Final Acceptance Date of this Purchase Agreement. Buyer
59. agrees to use best efforts to secure a commitment for such financing and to execute all documents required to
60. consummate said financing.

61. **MORTGAGE FINANCING CONTINGENCY:** This Purchase Agreement is contingent upon the following and applies
62. to the first mortgage and any subordinate financing. (Check one.)

63. ☐ If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does not
64. close on the closing date specified, this Purchase Agreement is canceled. Buyer and Builder shall immediately
65. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be

66. ☐ **REFUNDED TO BUYER** ☐ **FORFEITED TO BUILDER.**
----- (Check one.) -----

67. **NOTE:** If this Purchase Agreement is subject to DVA or FHA financing, **FORFEITED TO BUILDER** may be
68. prohibited. See the following DVA and FHA Escape Clauses.

69. ☐ Buyer shall provide Builder, or licensee representing or assisting Builder, with the Written Statement, on
70. or before _____, 20 _____.

71. For purposes of this Contingency, "**Written Statement**" means a Written Statement prepared by Buyer's mortgage
72. originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified in this
73. Purchase Agreement, including both the first mortgage and any subordinate financing, if any, and stating that an
74. appraisal, satisfactory to the lender(s), has been completed and stating conditions required by lender(s) to close
75. the loan.

76. Upon delivery of the Written Statement to Builder, or licensee representing or assisting Builder, the obligation for
77. satisfying all conditions required by mortgage originator(s) or lender(s), except those conditions specified below,
78. are deemed accepted by Buyer:

79. (a) work orders agreed to be completed by Builder;

80. (b) any other financing terms agreed to be completed by Builder here; and

81. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement.

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82. Page 3 Date _____

83. Property located at _____.

84. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the stated closing date for
85. ANY REASON relating to financing, including, but not limited to interest rate and discount points, if any, then Builder
86. may, at Builder's option, declare this Purchase Agreement canceled, in which case this Purchase Agreement is
87. canceled. If Builder declares this Purchase Agreement canceled, Buyer and Builder shall immediately sign a
88. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be
89. forfeited to Builder as liquidated damages. In the alternative, Builder may seek all other remedies allowed by law.

90. Notwithstanding the language in the preceding paragraph, Builder may not declare this Purchase Agreement
91. canceled if the reason this Purchase Agreement does not close was due to:

92. (a) Builder's failure to complete work orders to the extent required by this Purchase Agreement;
93. (b) Builder's failure to complete any other financing terms agreed to be completed by Builder here; or
94. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement, except as
95. specified in the contingency for sale and closing of Buyer's property.

96. If the Written Statement is not provided by the date specified on line 70, Builder may, at Builder's option, declare this
97. Purchase Agreement canceled by written notice to Buyer at any time prior to Builder receiving the Written Statement,
98. in which case this Purchase Agreement is canceled. In the event Builder declares this Purchase Agreement
99. canceled, Buyer and Builder shall immediately sign a *Cancellation of Purchase Agreement* confirming said
100. cancellation and directing all earnest money paid here to be refunded to Buyer.

101. If the Written Statement is not provided, and Builder has not previously canceled this Purchase Agreement, this
102. Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Builder
103. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
104. money paid here to be refunded to Buyer.

105. **LOCKING OF MORTGAGE INTEREST RATE ("RATE"):** The Rate shall be locked with the lender(s) by Buyer:
106. *(Check one.)*

107. ☐ WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE DATE OF THIS PURCHASE AGREEMENT; OR
108. ☐ AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).

109. **LENDER COMMITMENT WORK ORDERS:** Nothing in this Purchase Agreement shall be construed as a warranty
110. that Builder shall make repairs required by the lender commitment. However, Builder agrees to pay up to

111. \$ _____ to make repairs as required by the lender commitment. If the lender commitment
112. is subject to any work orders for which the cost of making said repairs shall exceed this amount, Builder shall have the
113. following options:

114. (a) making the necessary repairs; or
115. (b) negotiating the cost of making said repairs with Buyer; or
116. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Builder
117. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
118. money paid here to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs or escrow
119. amounts related thereto above the amount specified on line 111 of this Purchase Agreement.

120. ☐ **BUILDER** ☐ **BUYER** agrees to pay any reinspection fee required by Buyer's lender(s).
-----*(Check one.)*-----

121. **FHA ESCAPE CLAUSE (FHA Financing only):** "It is expressly agreed that, notwithstanding any other provisions of
122. this contract, the purchaser shall not be obligated to complete the purchase of the Property described here or to incur
123. any penalty by forfeiture of earnest money deposits or otherwise, unless the purchaser has been given in accordance
124. with the Department of Housing and Urban Development ("HUD")/FHA or DVA requirements a written statement by the
125. Federal Housing Commissioner, Department of Veterans' Affairs, or a Direct Endorsement lender setting forth the
126. appraised value of the Property as not less than \$ _____ .

127. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to
128. the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage HUD
129. will insure; HUD does not warrant the value nor the condition of the Property. The purchaser should satisfy himself/
130. herself that the price and condition of the Property are acceptable.”

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131. Page 4 Date _____

132. Property located at _____.
133. **LENDER PROCESSING FEES (FHA, DVA Financing Only):** Builder agrees to pay Buyer's closing fees and
134. miscellaneous processing fees which cannot be charged to Buyer, not to exceed \$ _____.
135. This amount is in addition to Builder's Contributions to Buyer's Costs, if applicable.
136. **DVA FUNDING FEE (DVA Financing only):** Pursuant to federal regulations, a one-time Funding Fee must be paid
137. at the closing of this transaction as follows:
138. _____ paid by Buyer ☐ **AT CLOSING** ☐ **ADDED TO MORTGAGE AMOUNT**
------(Check one.)-----
139. _____ paid by Builder
140. **NOTE: DVA regulations limit the fees and charges Buyer can pay to obtain a DVA loan.**
141. **DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CLAUSE (DVA Financing only):** "It is expressly agreed that,
142. notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest
143. money or otherwise be obligated to complete the purchase of the Property described here, if the contract purchase
144. price or cost exceeds the reasonable value of this Property established by the Department of Veterans' Affairs. The
145. purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without
146. regard to the amount of reasonable value established by the Department of Veterans' Affairs."
147. **NOTE: Verify DVA requirements relating to payment of all special assessments levied and pending, and**
148. **annual installments of special assessments certified to yearly taxes.**
149. **OTHER MORTGAGE FINANCING ITEMS:** _____
150. _____

BUILDER'S CONTRIBUTIONS TO BUYER'S COSTS:

151. _____
152. Builder ☐ **IS** ☐ **IS NOT** contributing to Buyer's costs. If answer is **IS**, Builder agrees to pay at closing, up to: (Check one.)
------(Check one.)-----
153. ☐ \$ _____
154. ☐ _____ percent (%) of the sale price
155. ☐ _____ percent (%) of the mortgage amount
156. towards Buyer's closing fees, title service fees, title searches, title examinations, abstracting, lender's title insurance,
157. owner's title insurance, prepaid items, other Buyer's costs allowable by lender, if any, an/or mortgage discount points. Any
158. amount of Builder's contribution that exceeds Buyer's allowable costs, or which cannot be used because Builder's
159. contribution exceeds the maximum Builder contribution allowed by law or by mortgage requirements, shall be retained
160. by Builder.

161. **NOTE: The amount paid by Builder cannot exceed the maximum Builder contribution allowed by FHA, DVA, or**
162. **lender. All funds paid by Builder on behalf of Buyer must be stated on the Closing Disclosure at closing.**

INSPECTIONS:

163. _____
164. Buyer has been made aware of the availability of Property inspections. Buyer ☐ **Elects** ☐ **Declines** to have a Property
------(Check one.)-----
165. inspection performed at Buyer's expense.
166. This Purchase Agreement ☐ **IS** ☐ **IS NOT** contingent upon any inspection(s) of the Property obtained by Buyer to
------(Check one.)-----
167. determine its condition, including any non-intrusive testing or any intrusive testing as allowed pursuant to this Purchase
168. Agreement. Any inspection(s) or test(s) shall be done by an inspector(s) or tester(s) of Buyer's choice. **Buyer shall**
169. **satisfy Buyer as to the qualifications of the inspector(s) or tester(s).** For purposes of this Purchase Agreement,
170. "intrusive testing" shall mean any testing, inspection(s), or investigation(s) that changes the Property from its original
171. condition or otherwise damages the Property.
172. Builder ☐ **DOES** ☐ **DOES NOT** agree to allow Buyer to perform intrusive testing or inspection(s).
------(Check one.)-----
173. If answer is **DOES**, Buyer agrees that the Property shall be returned to the same condition it was in prior to Buyer's
174. intrusive testing at Buyer's sole expense.
175. Builder will provide access to attic(s) and crawlspace(s).

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176. Page 5 Date _____

177. Property located at _____.

178. All inspection(s), test(s), and resulting negotiations, if any, shall be done within _____ Calendar Days of Final

179. Acceptance Date of this Purchase Agreement ("Inspection Period"). Buyer may cancel this Purchase Agreement based

180. on the inspection(s) or test result(s) by providing written notice to Builder, or licensee representing or assisting Builder, of

181. Buyer's intent to cancel no later than the end of the Inspection Period. If Buyer cancels this Purchase Agreement,

182. Buyer and Builder shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and

183. directing all earnest money paid here to be refunded to Buyer. If Buyer does not cancel this Purchase Agreement before

184. the end of the Inspection Period, then this Inspection Contingency shall be deemed removed and this Purchase

185. Agreement shall be in full force and effect.

186. Builder, or licensee representing or assisting Builder, ☐ **SHALL** ☐ **SHALL NOT** have the right to continue to offer

----- (Check one.) -----

187. the Property for sale until this Inspection Contingency is removed.

188. **OTHER INSPECTION ITEMS:** _____

SALE OF BUYER'S PROPERTY:

189. (Check one.)

191. ☐ 1. This Purchase Agreement is subject to an *Addendum to Purchase Agreement: Sale of Buyer's Property*

192. *Contingency* for the sale of Buyer's property. (If checked, see attached *Addendum*.)

193. OR

194. ☐ 2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at

195. _____, which is scheduled to close on

196. _____, 20 _____ pursuant to a fully executed purchase agreement. If Buyer's

197. property does not close by the closing date specified in this Purchase Agreement, this Purchase Agreement

198. is canceled. Buyer and Builder shall immediately sign a *Cancellation of Purchase Agreement* confirming said

199. cancellation and directing all earnest money paid here to be refunded to Buyer. The language in this paragraph

200. supersedes any other provision to the contrary in any financing contingency made a part of this Purchase

201. Agreement, if applicable.

202. OR

203. ☐ 3. Buyer represents that Buyer has the financial ability to perform on this Purchase Agreement without the sale

204. and closing on any other property.

REAL ESTATE TAXES/SPECIAL ASSESSMENTS:

206. **REAL ESTATE TAXES:** Builder shall pay on the date of closing all real estate taxes due and payable in all prior years

207. including all penalties and interest.

208. Buyer shall pay ☐ **PRORATED FROM DAY OF CLOSING** ☐ _____ **12ths OF** ☐ **ALL** ☐ **NO** real estate

----- (Check one.) -----

209. taxes due and payable in the year of closing.

210. Builder shall pay ☐ **PRORATED TO DAY OF CLOSING** ☐ _____ **12ths OF** ☐ **ALL** ☐ **NO** real estate taxes

----- (Check one.) -----

211. due and payable in the year of closing.

212. Builder warrants that taxes due and payable in the year 20 _____ shall be **NON-HOMESTEAD** classification. Builder

213. agrees to pay Buyer at closing \$ _____ toward the non-homestead real estate taxes. Buyer

214. agrees to pay any remaining balance of non-homestead taxes when they become due and payable. Buyer shall pay

215. real estate taxes due and payable in the year following closing and thereafter, the payment of which is not otherwise

216. here provided. No representations are made concerning the amount of subsequent real estate taxes.

DEFERRED TAXES/SPECIAL ASSESSMENTS:

218. ☐ **BUYER SHALL PAY** ☐ **BUILDER SHALL PAY** on date of closing any deferred real estate taxes (e.g., Green

----- (Check one.) -----

219. Acres) or special assessments, payment of which is required as a result of the closing of this sale.

220. ☐ **BUYER AND BUILDER SHALL PRORATE AS OF THE DATE OF CLOSING** ☐ **BUILDER SHALL PAY ON**

----- (Check one.) -----

221. **DATE OF CLOSING** all installments of special assessments certified for payment with the real estate taxes due and

222. payable in the year of closing.

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223. Page 6 Date _____

224. Property located at _____.

225. ☐ **BUYER SHALL ASSUME** ☐ **BUILDER SHALL PAY** on date of closing all other special assessments levied as
------(Check one.)-----

226. of the date of this Purchase Agreement.

227. ☐ **BUYER SHALL ASSUME** ☐ **BUILDER SHALL PROVIDE FOR PAYMENT OF** special assessments pending
------(Check one.)-----

228. as of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities.
229. (Builder's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the
230. assessments, or less, as required by Buyer's lender.) Buyer shall pay any unpaid special assessments payable in the year
231. following closing and thereafter, the payment of which is not otherwise here provided. As of the date of this Purchase
232. Agreement, Builder represents that Builder ☐ **HAS** ☐ **HAS NOT** received a notice regarding any new improvement project
------(Check one.)-----

233. from any assessing authorities, the costs of which project may be assessed against the Property. Any such notice received
234. by Builder after the date of this Purchase Agreement and before closing shall be provided to Buyer immediately. If such
235. notice is issued after the date of this Purchase Agreement and on or before the date of closing, then the parties may
236. agree in writing, on or before the date of closing, to pay, provide for the payment of, or assume the special assessments.
237. In the absence of such agreement, either party may unilaterally pay, provide for the payment of, or assume such
238. special assessments. In the absence of said agreement or said unilateral election, either party may declare this Purchase
239. Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which
240. case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and
241. Builder shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all
242. earnest money paid here to be refunded to Buyer.

243. **ADDITIONAL PROVISIONS:**

244. **PREVIOUSLY WRITTEN PURCHASE AGREEMENT:** This Purchase Agreement ☐ **IS** ☐ **IS NOT** subject to
------(Check one.)-----

245. cancellation of a previously written purchase agreement dated _____, 20 _____.

246. (If answer is **IS**, said cancellation shall be obtained no later than _____, 20 _____.

247. If said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Builder shall immediately
248. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to
249. be refunded to Buyer.)

250. **PRICE PROTECTION:** If this Purchase Agreement is contingent, a _____-day price protection is granted from
251. the date of this Purchase Agreement. If the contingency is not removed within said time period, price shall become
252. null and void. Buyer and Builder will then renegotiate the price. In the event the price cannot be renegotiated, this
253. Purchase Agreement is canceled. Buyer and Builder shall immediately sign a *Cancellation of Purchase Agreement*
254. confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

255. **COMMENCEMENT OF CONSTRUCTION:** Upon execution of this Purchase Agreement and clearing of all contingencies,
256. Builder shall commence with all reasonable diligence to final completion.

257. **BUYER AGREES THAT THE DIRECTION AND SUPERVISION OF THE WORKFORCES, INCLUDING**
258. **SUBCONTRACTORS, RESTS EXCLUSIVELY WITH BUILDER. BUYER AGREES NOT TO INTERFERE WITH OR**
259. **ISSUE INSTRUCTIONS TO WORKFORCES NOR TO CONTRACT FOR ADDITIONAL WORK WITH CONTRACTORS**
260. **OR SUBCONTRACTORS EXCEPT WITH BUILDER'S WRITTEN PERMISSION. IF PERMISSION IS GRANTED,**
261. **SUCH ADDITIONAL WORK SHALL NOT INTERFERE WITH BUILDER'S COMPLETION OF THE CONSTRUCTION**
262. **OF THE HOME.**

263. **MODIFICATIONS:** Any significant change in the *Plans and Specifications* must be approved in writing by
264. both parties citing by CHANGE ORDER any increase or decrease in the purchase price caused by such change.
265. Unless otherwise agreed in writing, any such increase or decrease shall be reflected as an adjustment in cash at

266. ☐ **EXECUTION OF THE CHANGE ORDER** ☐ **CLOSING.** Materials of similar type and quality may be substituted
------(Check one.)-----

267. without notice to or consent of Buyer, as long as such change or substitution shall not substantially alter the character
268. of the home or reduce the value thereof.

**PURCHASE AGREEMENT:
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269. Page 7 Date _____

270. Property located at _____.

271. **COMPLETION:** At closing, Builder shall furnish proper individual lien waivers for all labor and materials provided.
272. Builder's funds shall be escrowed for any work which cannot be completed because of weather conditions or because
273. of mortgage requirements. Such escrowed funds shall be payable to Builder upon completion of such specified
274. work.

275. **DEED/MARKETABLE TITLE:** Upon performance by Buyer, Builder shall deliver a: *(Check one.)*

276. ☐ **Warranty Deed**, ☐ **Personal Representative's Deed**, ☐ **Contract for Deed**, ☐ **Trustee's Deed**, or

277. ☐ **Other:** _____ **Deed** joined in by spouse, if any, conveying marketable title, subject to

278. (a) building and zoning laws, ordinances, and state and federal regulations;

279. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;

280. (c) reservation of any mineral rights by the State of Minnesota;

281. (d) utility and drainage easements which do not interfere with existing improvements;

282. (e) **rights of tenants as follows** (unless specified, not subject to tenancies): _____

283. _____ ; and

284. (f) others (must be specified in writing): _____

285. _____.

286. **POSSESSION:** Builder shall deliver possession of the Property: *(Check one.)*

287. ☐ **IMMEDIATELY AFTER CLOSING**; or

288. ☐ **OTHER:** _____.

289. Builder agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property
290. by possession date.

291. **TITLE AND EXAMINATION:** As quickly as reasonably possible after Final Acceptance Date of this Purchase Agreement:

292. (a) Builder shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property, if
293. in Builder's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or
294. owner's title insurance policy shall be immediately returned to Builder, or licensee representing or assisting
295. Builder, upon cancellation of this Purchase Agreement; and

296. (b) Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including
297. but not limited to title searches, title examinations, abstracting, a title insurance commitment, or an attorney's
298. title opinion at Buyer's selection and cost and provide a copy to Builder.

299. Builder shall use Builder's best efforts to provide marketable title by the date of closing. Builder agrees to pay all costs
300. and fees necessary to convey marketable title including obtaining and recording all required documents, subject to the
301. following:

302. In the event Builder has not provided marketable title by the date of closing, Builder shall have an additional thirty
303. (30) days to make title marketable or, in the alternative, Buyer may waive title defects by written notice to Builder.
304. In addition to the thirty (30)-day extension, Buyer and Builder may, by mutual agreement, further extend the closing
305. date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to the
306. other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled;
307. neither party shall be liable for damages here to the other. If either party declares this Purchase Agreement canceled,
308. Buyer and Builder shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
309. directing all earnest money paid here to be refunded to Buyer.

310. **GENERAL WARRANTIES:** Builder warrants that buildings are or shall be constructed entirely within the boundary lines
311. of the Property. Builder warrants that there is a right of access to the Property from a public right-of-way.

312. **MECHANIC'S LIENS:** Builder warrants that prior to the closing, payment in full shall have been made for all labor,
313. materials, machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection
314. with construction, alteration, or repair of any structure on or improvement to the Property.

315. **NOTICES:** Builder warrants that Builder has not received any notice from any governmental authority as to violation
316. of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Builder warrants that Builder has
317. not received any notice from any person or authority as to a breach of the covenants. Any notices received by Builder
318. shall be provided to Buyer immediately.

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319. Page 8 Date _____

320. Property located at _____.
321. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided by
322. Builder, third party, or broker representing or assisting Builder are approximate. Buyer shall verify the accuracy of
323. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.
324. **RISK OF LOSS:** If there is any loss or damage to the Property between the Final Acceptance Date and the date of
325. closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Builder.
326. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled,
327. at Buyer's option. If Buyer cancels this Purchase Agreement, Buyer and Builder shall immediately sign a *Cancellation*
328. *of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.
329. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
330. **WALK-THROUGH REVIEW:** Buyer has the right to a walk-through review of the Property prior to closing.
331. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (Calendar or Business Days as specified)
332. following the occurrence of the event specified and includes subsequent days (Calendar or Business Days as specified)
333. ending at 11:59 P.M. on the last day.
334. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless
335. stated elsewhere by the parties in writing.
336. **CALENDAR DAYS:** "Calendar Days" include Saturdays, Sundays, and state and federal holidays.
337. **RELEASE OF EARNEST MONEY:** Buyer and Builder agree that the Earnest Money Holder shall release earnest
338. money from the Earnest Money Holder's trust account:
339. (a) at or upon the successful closing of the Property;
340. (b) pursuant to written agreement between the parties, which may be reflected in a *Cancellation of Purchase*
341. *Agreement* executed by both Buyer and Builder;
342. (c) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or
343. (d) upon receipt of a court order.
344. **DEFAULT:** If Buyer defaults in any of the agreements here, Builder may cancel this Purchase Agreement, and any
345. payments made here, including earnest money, shall be retained by Builder as liquidated damages and Buyer and
346. Builder shall affirm the same by a written cancellation agreement.
347. If Buyer defaults in any of the agreements here, Builder may terminate this Purchase Agreement, under the
348. provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either the Buyer or
349. Builder defaults in any of the agreements here or there exists an unfulfilled condition after the date specified for fulfillment,
350. either party may cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided here
351. that this Purchase Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory
352. Cancellation under MN Statute 559.217, Subd. 4.
353. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Builder may seek actual damages
354. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific
355. performance, such action must be commenced within six (6) months after such right of action arises.
356. **NEW CONSTRUCTION STATUTORY WARRANTIES: MINNESOTA LAW REQUIRES THAT A SELLER OF NEW**
357. **HOMES MUST PROVIDE CERTAIN WARRANTIES TO THE PURCHASER. BUILDER WARRANTS TO THE FIRST**
358. **PURCHASER AND SUBSEQUENT PURCHASERS THAT**
359. **" (1) DURING THE ONE-YEAR PERIOD FROM AND AFTER THE WARRANTY DATE, THE DWELLING**
360. **SHALL BE FREE FROM DEFECTS CAUSED BY FAULTY WORKMANSHIP AND DEFECTIVE MATERIALS**
361. **DUE TO NONCOMPLIANCE WITH BUILDING STANDARDS;**
362. **(2) DURING THE TWO-YEAR PERIOD FROM AND AFTER THE WARRANTY DATE, THE DWELLING SHALL**
363. **BE FREE FROM DEFECTS CAUSED BY FAULTY INSTALLATION OF PLUMBING, ELECTRICAL, HEATING**
364. **AND COOLING SYSTEMS; AND**
365. **(3) DURING THE TEN-YEAR PERIOD FROM AND AFTER THE WARRANTY DATE, THE DWELLING SHALL**
366. **BE FREE FROM MAJOR CONSTRUCTION DEFECTS."**
367. **TO DETERMINE THE EXACT COVERAGE UNDER THE WARRANTY AND THE EXCLUSION TO THE WARRANTY,**
368. **SEE MN STATUTE SECTION 327A.01-327A.03. BUYERS MUST PURSUE CERTAIN STATUTORY PROCEDURES**
369. **BEFORE THEY CAN PURSUE LEGAL ACTION FOR WARRANTY CLAIMS. SEE MN STATUTE 327A.02,**
370. **SUBD. 4.**

**PURCHASE AGREEMENT:
NEW CONSTRUCTION**

371. Page 9 Date _____

372. Property located at _____.

373. **A BUYER HAS TWO YEARS FROM**

374. **(A) THE DISCOVERY OF A BREACH OF THE STATUTORY WARRANTIES SUMMARIZED ABOVE; OR**

375. **(B) FROM THE DISCOVERY OF A BREACH OF AN EXPRESSED WRITTEN WARRANTY TO BRING AN**
376. **ACTION BASED ON THE BREACH.**

377. **IN THE CASE OF AN ACTION UNDER MN STATUTE SECTION 327A.05 WHICH ACCRUES DURING THE NINTH**
378. **OR TENTH YEAR AFTER THE WARRANTY DATE, AN ACTION MAY BE BROUGHT WITHIN TWO YEARS OF THE**
379. **DISCOVERY OF THE BREACH, BUT IN NO EVENT MAY AN ACTION UNDER MN STATUTE SECTION 327A.05**
380. **BE BROUGHT MORE THAN 12 YEARS AFTER THE EFFECTIVE WARRANTY DATE.**

381. **NOTICE: Buyer has received, if required, written information regarding the home warranty dispute resolution**
382. **process pursuant to MN Statute 327A.051.**

383. **IMPORTANT HEALTH NOTICE: SOME OF THE BUILDING MATERIALS USED IN THIS HOME (OR THESE BUILDING**
384. **MATERIALS) EMIT FORMALDEHYDE. EYE, NOSE, AND THROAT IRRITATION, HEADACHE, NAUSEA, AND A**
385. **VARIETY OF ASTHMA-LIKE SYMPTOMS, INCLUDING SHORTNESS OF BREATH, HAVE BEEN REPORTED AS**
386. **A RESULT OF FORMALDEHYDE EXPOSURE. ELDERLY PERSONS AND YOUNG CHILDREN, AS WELL AS**
387. **ANYONE WITH A HISTORY OF ASTHMA, ALLERGIES, OR LUNG PROBLEMS, MAY BE AT GREATER RISK.**
388. **RESEARCH IS CONTINUING ON THE POSSIBLE LONG-TERM EFFECTS OF EXPOSURE TO**
389. **FORMALDEHYDE.**

390. **REDUCED VENTILATION MAY ALLOW FORMALDEHYDE AND OTHER CONTAMINANTS TO ACCUMULATE**
391. **IN THE INDOOR AIR. HIGH INDOOR TEMPERATURES AND HUMIDITY RAISE FORMALDEHYDE LEVELS. WHEN**
392. **A HOME IS TO BE LOCATED IN AREAS SUBJECT TO EXTREME SUMMER TEMPERATURES, AN AIR-**
393. **CONDITIONING SYSTEM CAN BE USED TO CONTROL INDOOR TEMPERATURE LEVELS. OTHER MEANS OF**
394. **CONTROLLED MECHANICAL VENTILATION CAN BE USED TO REDUCE LEVELS OF FORMALDEHYDE AND**
395. **OTHER INDOOR AIR CONTAMINANTS.**

396. **IF YOU HAVE ANY QUESTIONS REGARDING THE HEALTH EFFECTS OF FORMALDEHYDE, CONSULT YOUR**
397. **DOCTOR OR LOCAL HEALTH DEPARTMENT.**

398. **LIEN NOTICE:**

399. **(A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR**
400. **PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT**
401. **PAID FOR THE CONTRIBUTIONS.**

402. **(B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR**
403. **MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT**
404. **PRICE OR TO WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION**
405. **OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED**
406. **ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**

407. **METHAMPHETAMINE PRODUCTION DISCLOSURE:**

408. **(A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).)**

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

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

411. **(See Disclosure Statement: Methamphetamine Production.)**

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

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

**PURCHASE AGREEMENT:
NEW CONSTRUCTION**

421. Page 10 Date _____

422. Property located at _____.

423. **(Check appropriate boxes.)**

424. BUILDER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

425. **CITY SEWER** ☐ **YES** ☐ **NO** / **CITY WATER** ☐ **YES** ☐ **NO**

426. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

427. BUILDER ☐ **DOES** ☐ **DOES NOT** KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR
-----*(Check one.)*-----

428. SERVING THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure*

429. *Statement: Subsurface Sewage Treatment System.*)

430. **PRIVATE WELL**

431. BUILDER ☐ **DOES** ☐ **DOES NOT** KNOW OF A WELL ON OR SERVING THE PROPERTY.
-----*(Check one.)*-----

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

433. TO THE BEST OF BUILDER'S KNOWLEDGE, THE PROPERTY ☐ **IS** ☐ **IS NOT** IN A SPECIAL WELL
-----*(Check one.)*-----

434. CONSTRUCTION AREA.

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

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

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

438. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**

439. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE**

440. **TREATMENT SYSTEM.**

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

442. **RADON WARNING STATEMENT:** The Minnesota Department of Health strongly recommends that ALL homebuyers

443. have an indoor radon test performed prior to purchase or taking occupancy, and recommends having the radon levels

444. mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a

445. qualified, certified, or licensed, if applicable, radon mitigator.

446. Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous

447. levels of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a Class

448. A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading cause overall. The

449. seller of any interest in residential real property is required to provide the buyer with any information on radon test

450. results of the dwelling.

451. **RADON IN REAL ESTATE:** By signing this Statement, Buyer hereby acknowledges receipt of the Minnesota

452. Department of Health's publication entitled ***Radon in Real Estate Transactions***, which is attached hereto and can be

453. found at www.health.state.mn.us/divs/eh/indoorair/radon/rnrealestateweb.pdf.

454. A seller who fails to disclose the information required under MN Statute 144.496, and is aware of material facts pertaining

455. to radon concentrations in the property, is liable to the Buyer. A buyer who is injured by a violation of MN Statute 144.496

456. may bring a civil action and recover damages and receive other equitable relief as determined by the court. Any such

457. action must be commenced within two years after the date on which the buyer closed the purchase or transfer of the

458. real property.

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

460. knowledge.

461. (a) Radon test(s) ☐ **HAVE** ☐ **HAVE NOT** occurred on the property.
-----*(Check one.)*-----

462. (b) Describe any known radon concentrations, mitigation, or remediation. **NOTE:** *Seller shall attach the most*

463. *current records and reports pertaining to radon concentration within the dwelling:*

464. _____

465. _____

466. (c) There ☐ **IS** ☐ **IS NOT** a radon mitigation system currently installed on the property.
-----*(Check one.)*-----

467. If "**IS**," Seller shall disclose, if known, information regarding the radon mitigation system, including system

468. description and documentation.

469. _____

470. _____

**PURCHASE AGREEMENT:
NEW CONSTRUCTION**

471. Page 11 Date _____

472. Property located at _____.

473. **COVENANTS, CONDITIONS, AND RESTRICTIONS:** Builder warrants that Builder has delivered copies of all
474. covenants, conditions, and restrictions pertaining to the Property, and Buyer acknowledges receipt and
475. acceptance of all covenants, conditions, and restrictions.

476. **BUILDER AND BUYER INITIAL(S):** _____ Builder(s) _____ Buyer(s)

477. **NOTICE:** Buyer shall receive, prior to the execution of this Purchase Agreement, written performance guidelines
478. for the services to be performed by Builder, pursuant to MN Statute 326B.809(b). Said written performance
479. guidelines are included or incorporated by reference here.

480. **SPECIAL WARRANTIES:** BUILDER WARRANTS, AS MN STATUTE 327A.02, SUBD. 1(b) REQUIRES, THAT
481. PLUMBING, ELECTRICAL, HEATING AND COOLING SYSTEMS BE FREE FROM DEFECTS CAUSED BY FAULTY
482. INSTALLATION FOR A TWO-YEAR PERIOD AND SHALL BE IN WORKING ORDER AT TIME OF CLOSING.
483. APPLIANCES PROVIDED WITH THE PROPERTY BEAR ONLY THE WARRANTIES ESTABLISHED BY THE
484. MANUFACTURER, AND BUILDER MAKES NO ADDITIONAL WARRANTIES ON APPLIANCES, EXPRESS OR
485. IMPLIED.

AGENCY NOTICE

486. _____
487. _____ is ☐ Seller's Agent ☐ Buyer's Agent ☐ Dual Agent ☐ Facilitator.
(Licensee) _____
(Check one.)

488. _____
489. _____ is ☐ Seller's Agent ☐ Buyer's Agent ☐ Dual Agent ☐ Facilitator.
(Real Estate Company Name) _____
(Licensee) _____
(Check one.)

490. _____
491. **THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.**
(Real Estate Company Name)

DUAL AGENCY REPRESENTATION

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

494. ☐ Dual Agency representation **DOES NOT** apply in this transaction. *Do not complete lines 495-511.*

495. ☐ Dual Agency representation **DOES** apply in this transaction. *Complete the disclosure in lines 496-511.*

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

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

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

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

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

509. Seller _____ Buyer _____

510. Seller _____ Buyer _____

511. Date _____ Date _____

**PURCHASE AGREEMENT:
NEW CONSTRUCTION**

512. Page 12 Date _____

513. Property located at _____.

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

516. **SETTLEMENT STATEMENT:** Buyer and Builder authorize the title company, escrow agent, and/or their representatives
517. to disclose and provide copies of the disbursing agent's settlement statement to the real estate licensees involved in
518. the transaction at the time these documents are provided to Buyer and Builder.

519. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
520. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold
521. tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller
522. agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

523. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same
524. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive
525. the closing and delivery of the deed.

526. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement
527. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer
528. identification numbers or Social Security numbers.

529. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for
530. withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding FIRPTA**
531. **compliance, as the respective licensees representing or assisting either party will be unable to assure either**
532. **party whether the transaction is exempt from FIRPTA withholding requirements.**

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

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

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

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

545. **OTHER:** _____

546. _____

547. _____

548. **ADDENDA:** The following addenda are attached and made a part of this Purchase Agreement.

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

550. ☐ Addendum to Purchase Agreement

551. ☐ Addendum to Purchase Agreement: Assumption Financing

552. ☐ Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability

553. ☐ Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community
554. ("CIC")

555. ☐ Addendum to Purchase Agreement: Contract for Deed Financing

556. ☐ Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint
557. Hazards

558. ☐ Addendum to Purchase Agreement: Sale of Buyer's Property Contingency

559. ☐ Addendum to Purchase Agreement: Short Sale Contingency

560. ☐ Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Inspection Contingency

**PURCHASE AGREEMENT:
NEW CONSTRUCTION**

561. Page 13 Date _____

562. Property located at _____.

563. I, the owner of the Property, accept this Purchase
564. Agreement and authorize the listing broker to withdraw
565. said Property from the market, unless instructed
566. otherwise in writing.

I agree to purchase the Property for the price and on
the terms and conditions set forth above.

**I have reviewed all pages of this Purchase
Agreement.**

567. **I have reviewed all pages of this Purchase Agreement.**

568. ☐ **If checked, this Purchase Agreement is subject to**
569. **attached Addendum to Purchase Agreement:**
570. **Counteroffer.**

571. **FIRPTA:** Builder represents and warrants, under penalty
572. of perjury, that Builder ☐ **IS** ☐ **IS NOT** a foreign person (i.e.,
-----*(Check one.)*-----
573. a non-resident alien individual, foreign corporation, foreign
574. partnership, foreign trust, or foreign estate for purposes of
575. income taxation. (*See lines 519-532.*) This representation
576. and warranty shall survive the closing of the transaction
577. and the delivery of the deed.

578. **X** _____
(Builder's Signature) (Date)

X _____
(Buyer's Signature) (Date)

579. **X** _____
(Builder's Printed Name)

X _____
(Buyer's Printed Name)

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

X _____
(Marital Status)

581. **X** _____
(Builder's Signature) (Date)

X _____
(Buyer's Signature) (Date)

582. **X** _____
(Builder's Printed Name)

X _____
(Buyer's Printed Name)

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

X _____
(Marital Status)

584. Builder's License Number _____

585. Builder's Federal ID Number _____

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

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

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

594. **BUILDER(S)** _____ **BUYER(S)** _____

595. **BUILDER(S)** _____ **BUYER(S)** _____