

**PRIVATE SEWER SYSTEM DISCLOSURE**

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- 1. Date \_\_\_\_\_
- 2. Page 1 of \_\_\_\_\_ Pages: THE REQUIRED MAP IS
- 3. ATTACHED HERETO AND MADE A PART HEREOF

4. Property located at \_\_\_\_\_ in the City of \_\_\_\_\_  
5. County of \_\_\_\_\_ State of \_\_\_\_\_, legally described as follows or on  
6. attached sheet (the "Property") \_\_\_\_\_

7. \_\_\_\_\_  
8. This disclosure is not a warranty of any kind by the Seller(s) or any Licensee(s) representing or assisting any Party(s) in this transaction, and is  
9. not a substitute for any inspections or warranties the Party(s) may wish to obtain.

10. **BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS**  
11. **OF THE SEWER SYSTEM AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN**  
12. **BUYER(S) AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTION/DEFECTS.**

13. **SELLER'S INFORMATION:** The following Seller disclosure satisfies MN. Statutes Chapter 115.55. The Seller discloses the  
14. following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information  
15. in deciding whether and on what terms to purchase the Property. The Seller(s) authorizes any Agent(s) representing any party(s)  
16. in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of  
17. the Property.

18. Unless the Buyer and Seller agree to the contrary in writing before the closing of the sale, a Seller who fails to disclose the  
19. existence or known status of an individual sewage treatment system at the time of sale, and who knew or had reason to know of  
20. the existence or known status of the system, is liable to the Buyer for costs relating to bringing the system into compliance  
21. with individual sewage treatment system rules and for reasonable attorney fees for collection of costs from the Seller. An action  
22. under this subdivision must be commenced within two years after the date on which the Buyer closed the purchase of the real  
23. property where the system is located.

24. Legal requirements exist relating to various aspects of location and status of individual sewage treatment systems. Buyer is  
25. advised to contact the local unit(s) of government, state agency or qualified professional which regulates individual sewage treatment  
26. systems for further information about these issues.

27. The following are representations made by the Seller(s) to the extent of the Seller(s) actual knowledge. This information is a  
28. disclosure and is not intended to be part of any contract between the Buyer and Seller.

29. **PRIVATE SEWER SYSTEM DISCLOSURE (CHECK THE APPROPRIATE BOX.)**

30.  The Seller certifies that the Seller does not know of any private sewer system on or serving the above described real property.  
31. (If this option is checked, then skip to the last line and sign and date this statement.)

32.  The Seller certifies that the following private sewer system is on or serving the above described real property.

33. TYPE (Check appropriate box(es) and indicate location on attached MAP)

34.  Septic Tank:  with drain field  with mound system  seepage tank  with open end

35.  Sealed System (holding tank)  Other (Describe): \_\_\_\_\_

36. \_\_\_\_\_

37. Is the sewer system(s) currently in use? Yes \_\_\_\_\_ No \_\_\_\_\_

38. **NOTE: If any water use appliance, bedroom or bathroom has been added to the Property, the system may no longer**  
39. **comply with applicable sewage treatment system laws and rules.**

40. Is the sewer system(s) in compliance with applicable sewage treatment system laws and rules? Yes \_\_\_\_\_ No \_\_\_\_\_

41. When was the sewer system installed? \_\_\_\_\_ Installer Name/Phone \_\_\_\_\_

42. \_\_\_\_\_

43. Where is tank located? \_\_\_\_\_

44. What is tank size? \_\_\_\_\_ When was tank last pumped? \_\_\_\_\_ How often is tank pumped? \_\_\_\_\_

45. Where is the drain field located? \_\_\_\_\_

46. What is the drain field size? \_\_\_\_\_

47. Describe work performed to the system since you have owned the Property. \_\_\_\_\_

48. \_\_\_\_\_

49. Date work performed/by whom: \_\_\_\_\_

50. Is sewer system entirely within Property boundary lines, including set back requirements? \_\_\_\_\_

51. Is the system shared? \_\_\_\_\_ How many units on system? \_\_\_\_\_ Annual Fee? \_\_\_\_\_

52. Comments: \_\_\_\_\_

53. On this Property: \_\_\_\_\_

54. Approximate number of: people using the sewer system \_\_\_\_\_ showers/baths taken per week \_\_\_\_\_ wash loads per week \_\_\_\_\_

55. Distance between well and sewer system: \_\_\_\_\_

56. Have you received any notices from any government agencies relating to the sewer system? Yes \_\_\_\_\_ No \_\_\_\_\_

57. (If "Yes", see attached notice.)

59. Are there any known defects in the sewer system? Yes \_\_\_\_\_ No \_\_\_\_\_ If "Yes", please explain: \_\_\_\_\_  
 60. \_\_\_\_\_  
 61. \_\_\_\_\_  
 62. \_\_\_\_\_

63. **SELLER'S STATEMENT:** *(To be signed at time of listing.)*  
 64. I / We, Seller(s) of the Property acknowledge the above Private Sewer System Disclosure and MAP and authorize Listing Broker  
 65. to disclose this information to prospective Buyers.  
 66. \_\_\_\_\_  
(Seller) (Date) (Seller) (Date)

67. **BUYER'S ACKNOWLEDGMENT:** *(To be signed at time of purchase agreement.)*  
 68. I/We, the Buyer(s) of the Property acknowledge receipt of the Private Sewer System Disclosure and agree that no representation  
 69. regarding the condition of the Private Sewer System have been made, other than those made above. **LISTING BROKER AND**  
 70. **LICENSEES MAKE NO REPRESENTATIONS AND ARE NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING IN**  
 71. **THE PRIVATE SEWER SYSTEM.**  
 72. \_\_\_\_\_  
(Buyer) (Date) (Buyer) (Date)

73. **SELLER'S ACKNOWLEDGMENT:** *(To be signed at time of purchase agreement.)*  
 74. AS OF THE DATE OF THE ACCEPTANCE OF THE PURCHASE AGREEMENT, I/We, the Seller(s) of the above Property, agree  
 75. that the condition of the private sewer system is the same as noted above, including changes indicated above which have been  
 76. initialed and dated.  
 77. \_\_\_\_\_  
(Seller) (Date) (Seller) (Date)

78. **ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER**