

SELLER'S DISCLOSURE ELECTION

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- 1. Date _____
2. Page 1 of _____ pages

3. Property located at: _____ City _____, MN.

NOTICE

5. Effective January 1, 2003, Sellers of residential property, with limited exceptions, are obligated to satisfy the requirements of MN Statutes 513.52 through 513.60. To comply with the statute, Seller must satisfy one of the following three options.

7. (select one option only)

8. 1) SELLER'S PROPERTY DISCLOSURE STATEMENT

9. Before signing a purchase agreement to sell the property, Seller shall make a written disclosure to the prospective Buyer.
10. The disclosure must include all material facts pertaining to adverse physical conditions in the property of which Seller is
11. aware that would adversely and significantly affect an ordinary Buyer's use or enjoyment of the property; or any intended use
12. of the property of which Seller is aware. The disclosure must be made in good faith and based upon the best of Seller's
13. knowledge at the time of the disclosure. If Seller intends to provide Buyer with a written disclosure, complete the SELLER'S
14. PROPERTY DISCLOSURE STATEMENT. Do not use this form.

15. 2) QUALIFIED THIRD PARTY INSPECTION

16. Seller shall provide to the prospective Buyer a written report that discloses material information relating to the physical condition of
17. the real property that has been prepared by a qualified third party. "Qualified third party" means a federal, state or local
18. governmental agency, or any person whom Seller, or prospective Buyer, reasonably believes has the expertise necessary to
19. meet the industry standards of practice for the type of inspection or investigation that has been conducted by the third party in
20. order to prepare the written report.

21. Seller shall disclose to prospective Buyer material facts known by Seller that contradict any
22. information that is included in a written report, or material facts known by Seller that are not included in the report.

23. Buyer acknowledges receipt of an inspection report prepared by _____,
24. _____, and dated _____.

25. Seller discloses to Buyer the following material facts known by Seller that contradict any information included in the above
26. referenced inspection report.

27. _____
28. _____
29. _____
30. _____

31. Seller discloses to Buyer the following material facts known by Seller that are not included in the above referenced
32. inspection report.

33. _____
34. _____
35. _____

36. 3) WAIVER: The written disclosure required may be waived if Seller and prospective Buyer agree in writing. Seller
37. and Buyer hereby waive the written disclosure required under MN Statutes 513.52 through 513.60.

38. Waiver of the disclosure required under MN Statutes 513.52 through 513.60 does not waive, limit or abridge any obligation
39. for Seller disclosure created by any other law.

OTHER REQUIRED DISCLOSURES

41. A. PRIVATE SEWER SYSTEM DISCLOSURE: (A Private Sewer System Disclosure is required by MN Statute 115.55.)
42. (check appropriate box)

- 43. Seller does not know of a private sewer system on or serving the above described real property.
44. There is a private sewer system on or serving the above described real property. See Private Sewer System Disclosure.
45. There is an abandoned private sewer system on the above described real property. See Private Sewer System Disclosure.

46. B. PRIVATE WELL DISCLOSURE: (A Well Disclosure Statement and Certificate are required by MN Statute 103I.235.)
47. (check appropriate box)

- 48. Seller certifies that Seller does not know of any wells on the above described real property.
49. Seller certifies there are one or more wells located on the above described real property. See Well Disclosure Statement.
50. Are there any wells serving the above described property that are not located on the property? Yes No
51. Contaminated Well: Is there a well on or serving the property containing contaminated water? Yes No
52. To your knowledge, is the property in a Special Well Construction Area? Yes No

53. Comments: _____

54. C. VALUATION EXCLUSION DISCLOSURE (Required by MN Statute 273.11, Subd. 16) (check appropriate box)
55. There IS / IS NOT an exclusion from market value for home improvements on this property. Any valuation exclusion will
56. terminate upon sale of the property, and the property's estimated market value for property tax purposes will increase. If a valuation
57. exclusion exists, Buyers are encouraged to look into the resulting tax consequences.

58. Additional comments: _____

NOTICE REGARDING PREDATORY OFFENDER INFORMATION

60. Information regarding the predatory offender registry and persons registered with the predatory offender registry under MN
61. Statute, 243.166, may be obtained by contacting the local law enforcement offices in the community where the property
62. is located, or the Minnesota Department of Corrections at (651) 642-0200, or from the Department of Corrections Web site at
63. www.corr.state.mn.us.

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

SELLER'S DISCLOSURE ELECTION

66. Property located at: _____ City: _____, MN.

OTHER INFORMATION

WATER INTRUSION AND MOLD GROWTH

68. Recent studies have shown that various forms of water intrusion affect many homes. Water intrusion may occur from either exterior moisture entering the home and/or interior moisture leaving the home.

71. Examples of exterior moisture sources may be:

- 72. • improper flashing around windows and doors
- 73. • improper grading
- 74. • flooding
- 75. • roof leaks

76. Examples of interior moisture sources may be:

- 77. • plumbing leaks
- 78. • condensation (caused by indoor humidity that is too high or surfaces that are too cold)
- 79. • overflow from tubs, sinks or toilets
- 80. • firewood stored indoors
- 81. • humidifier use
- 82. • inadequate venting of kitchen and bath humidity
- 83. • improper venting of clothes dryer exhaust outdoors (including electrical dryers)
- 84. • line-drying laundry indoors
- 85. • houseplants - watering them can generate large amounts of moisture

86. In addition to the possible structural damage water intrusion may do to the property, water intrusion may also result in the growth of mold, mildew and other fungi. Mold growth may also cause structural damage to the property. Therefore, it is very important to detect and remediate water intrusion problems.

89. Fungi are present everywhere in our environment, both indoors and outdoors. Many molds are beneficial to humans. However, molds have the ability to produce mycotoxins that may have a potential to cause serious health problems, particularly in some immunocompromised individuals and people who have asthma or allergies to mold.

92. To complicate matters, mold growth is often difficult to detect, as it frequently grows within the wall structure. If you have a concern about water intrusion or the resulting mold/mildew/fungi growth, you may want to consider having the property inspected for moisture problems before entering into a purchase agreement or as a condition of your purchase agreement. Such an analysis is particularly advisable if you observe staining or any musty odors on the property.

96. For additional information about water intrusion, indoor air quality, moisture or mold issues, go to the Minnesota Association of REALTORS® Web site at www.mnrealtor.com.

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

SELLER'S STATEMENT: *(to be signed at time of listing)*

101. Seller(s) hereby authorize(s) any Licensee(s) representing or assisting any party/ies 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.

103. _____
(Seller) (Date) (Seller) (Date)

BUYER'S ACKNOWLEDGMENT: *(to be signed at time of purchase agreement)*

105. I/We, the Buyer(s) of the property, acknowledge receipt of the SELLER'S DISCLOSURE ELECTION form and agree that no representations regarding the condition of the property have been made other than those made above.

107. _____
(Buyer) (Date) (Buyer) (Date)

108. ADDITIONAL DISCLOSURES: _____
109. _____
110. _____
111. _____
112. _____
113. _____
114. _____

SELLER'S ACKNOWLEDGMENT: *(to be signed at time of purchase agreement)*

116. 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 as indicated below which have been initialed and dated.

119. _____
120. _____
(Seller) (Date) (Seller) (Date)

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