COMMERCIAL PURCHASE AGREEMENT

This form approved by the Minnesota Association of REALTORS®
and the Minnesota Commercial Association of REALTORS®, which
disclaims any liability arising out of use or misuse of this form.
© 2008 Minnesota Association of REALTORS®, Edina, MN

1. Date _____

2. Page 1 of _____ pages

3. Received of _____

4. the sum of _____ ($ _____) DOLLARS

5. _____ as earnest money and in part payment for the purchase of property
(Check, cash or note - state which.)

6. at _____ situated in the

7. County of _____ , State of Minnesota, and legally described as follows

8. _____

9. _____

10. together with the following personal property: _____

11. _____

12. _____

13. all of which property the undersigned has this day sold to Buyer for the sum of: _____

14. ($) _____ DOLLARS, which Buyer agrees to pay in the following manner:

15. Earnest money herein paid $ _____ and $ _____ , cash, on

16. _____ , 20 _____ , the date of Closing and the balance of $ _____

17. by financing as shown on the attached Addendum.

18. 1. **DEED/MARKETABLE TITLE:** Subject to performance by Buyer, Seller agrees to execute and deliver a Warranty
19. Deed conveying marketable title to the property subject only to the following exceptions:
20. (a) building and zoning laws, ordinances, State and Federal regulations; (b) restrictions relating to use or
21. improvement of the premises without effective forfeiture provision; (c) reservation of any minerals or mineral rights
22. to the State of Minnesota; (d) utility and drainage easements which do not interfere with present improvements;

23. (e) rights of tenants as follows: _____

24. _____

25. _____ .

26. 2. **REAL ESTATE TAXES:** Real estate taxes due and payable in the year of closing shall be prorated between
27. Seller and Buyer on a calendar year basis to the actual date of closing unless otherwise provided in this
28. Purchase Agreement. Real estate taxes payable in the years prior to closing shall be paid by Seller. Real estate
29. taxes payable in the years subsequent to closing shall be paid by Buyer.

30. 3. **SPECIAL ASSESSMENTS:**

31. ☐ **BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING** ☐ **SELLER SHALL PAY**
----------*(Check one.)*----------

32. on the date of closing all installments of special assessments certified for payment with the real estate taxes
33. due and payable in the year of closing.

34. ☐ **BUYER SHALL ASSUME** ☐ **SELLER SHALL PAY ON DATE OF CLOSING** all other special assessments
----------*(Check one.)*----------

35. levied as of the date of this Agreement.

36. ☐ **BUYER SHALL ASSUME** ☐ **SELLER SHALL PROVIDE FOR PAYMENT OF** special assessments
----------*(Check one.)*----------

37. **after** the date of this Purchase Agreement and **before** the date of closing, Buyer may, at Buyer's option: (a) assume
38. payment of the pending special assessment without adjustment to the purchase price; or (b) require Seller to pay
39. the pending special assessment (or escrow for payment of same a sum equal to 1 1/2 times the projected

pending assessment) and Buyer shall pay a commensurate increase in the purchase price of the property, which increase shall be the same as the estimated amount of the assessment; or (c) declare this Purchase Agreement terminated by written notice to Seller or licensee representing or assisting Seller. If Buyer terminates this Purchase Agreement, Buyer and Seller shall immediately sign a cancellation of purchase agreement directing all earnest money paid hereunder to be refunded to Buyer. Seller shall pay on date of closing any deferred real estate taxes or special assessments payment of which is required as a result of the closing of this sale.

4. **PRORATIONS:** All items customarily prorated and adjusted in connection with the closing of the sale of the property herein including but not limited to rents, operating expenses, interest on any debt assumed by Buyer, shall be prorated as of the date of closing. It shall be assumed that Buyer will own the property for the entire date of the closing.

5. **DAMAGES TO REAL PROPERTY:** If there is any loss or damage to the property between the date hereof and the date of closing, for any reason, the risk of loss shall be on Seller. If the property is destroyed or substantially damaged before the closing, this Purchase Agreement shall terminate, at Buyer's option, if Buyer gives written notice to Seller or licensee representing or assisting Seller of such termination within thirty (30) days of the damage. Upon said termination, Buyer and Seller shall immediately sign a cancellation of purchase agreement directing all earnest money paid hereunder to be refunded Buyer.

6. **EXAMINATION OF TITLE:** Within a reasonable time after acceptance of this Purchase Agreement, Seller shall provide evidence of title to Buyer or Buyer's designated title service provider, which shall include proper searches covering bankruptcies, state and federal judgments and liens, and levied and pending special assessments, as follows:

IF THE PROPERTY IS ABSTRACT, Seller shall provide either (a) a commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write title insurance in Minnesota and Seller shall pay the costs of evidence of title for such title insurance policy, and Buyer shall pay the premium for any owner's policy or lender's policy issued by the title insurance company, the title examination fee and the fee for any endorsements or other coverages requested by Buyer; or (b) Abstract of Title certified to date. Seller shall pay for all abstracting fees and surrender any abstract in Seller's possession or control to Buyer at Closing.

IF THE PROPERTY IS TORRENS, Seller shall provide, at Buyer's option and request, either: (a) a Registered Property Abstract certified to date; or (b) a commitment for an owner's policy of title insurance on a current ALTA form issued by insurer licensed to write title insurance in Minnesota. Seller shall be responsible to pay, under either option, only those costs necessary to prepare the Registered Property Abstract or commitment. Buyer shall, at Buyer's option, pay for either an attorney's title opinion or the title insurance premium (for both an owner's policy and any lender's policy and the examination fee, together with the costs for any endorsements or other coverages requested by Buyer).

Buyer shall have ten (10) business days after receipt of the Abstract of Title, Registered Property Abstract or title insurance commitment to provide Seller, or licensee representing or assisting Seller, with written objections to title. Buyer shall be deemed to have waived any title objections not made within such ten (10) day period, except that this shall not operate as a waiver of Seller's covenant to deliver a Warranty Deed, if a Warranty Deed is specified in this Purchase Agreement. Seller shall use Seller's best efforts to correct any title objections noted by Buyer and to provide marketable title by the date of Closing. In the event Seller has not cured the title objections or otherwise provided marketable title by the date of Closing, Seller shall have an additional thirty (30) days to correct the title objections or otherwise make title marketable. Buyer may waive title objections or other defects by written notice to Seller or licensee representing or assisting Seller. In addition to the thirty (30) day extension, Buyer and Seller may by mutual agreement further extend the Closing date. Lacking such extension, either party may declare this Purchase Agreement terminated and neither party shall be liable for damages to the other. Buyer and Seller shall immediately sign a cancellation of purchase agreement directing all earnest money paid hereunder to be refunded to Buyer.

7. **POSSESSION:** Seller shall deliver possession of the property on the date of Closing.

8. **REPRESENTATIONS AND WARRANTIES:** See attached Addendum.

9. **TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.**

93. 10. **SELLER CERTIFIES THAT SELLER ☐ DOES ☐ DOES NOT KNOW OF A PRIVATE SEWER SYSTEM ON**
----------*(Check one.)*----------
94. **OR SERVING THE PROPERTY: (If answer is DOES, see Private Sewer System Disclosure.)**

95. 11. **SELLER CERTIFIES THAT SELLER ☐ DOES ☐ DOES NOT KNOW OF ANY WELLS ON OR SERVING**
----------*(Check one.)*----------
96. **THE PROPERTY. (If answer is DOES, see Well Disclosure Statement.)**

97. 12. **ADDENDA.** Attached are (number) _____ Addenda which are made a part of this Purchase Agreement.

98. 13. **MISCELLANEOUS PROVISIONS.**
99. (a) **Survival.** All of the warranties, representations and covenants of this Agreement shall survive and be
100. enforceable after the closing.
101. (b) **Entire Agreement; Modification.** This Purchase Agreement constitutes the complete agreement between
102. the parties and supersedes any prior oral or written agreements between the parties regarding the property.
103. There are no verbal agreements that change this Purchase Agreement and no waiver of any of its terms
104. will be effective unless in writing executed by the parties.
105. (c) **Successors and Assigns.** If this Purchase Agreement is assigned, all provisions of this Purchase
106. Agreement shall be binding on successors and assigns.

107. 14. **ACCEPTANCE DEADLINE.** This offer to purchase, unless accepted sooner, shall be null and void at
108. 11:59 p.m., _____ , 20 _____ , and in such event all earnest money shall be refunded to
109. Buyer.

110. **NOTICE**

111. _____ (Agent) _____ (Company Name) Represents _____

112. _____ (Agent) _____ (Company Name) Represents _____

113. _____ (Seller's Signature) (Date) _____ (Buyer's Signature) (Date)

114. _____ (Seller's Printed Name) _____ (Buyer's Printed Name)

115. _____ (Social Security Number or Federal Tax ID number - optional)(Marital Status) _____ (Social Security Number or Federal Tax ID number - optional) (Marital Status)

116. _____ (Seller's Signature) (Date) _____ (Buyer's Signature) (Date)

117. _____ (Seller's Printed Name) _____ (Buyer's Printed Name)

118. _____ (Social Security Number or Federal Tax ID number - optional) _____ (Social Security Number or Federal Tax ID number - optional)

119. **THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.**