

**PRIVATE SEWER SYSTEM
DISCLOSURE STATEMENT**

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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 Minnesota, legally described as follows or on
6. attached sheet (the "Property") _____

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

10. **BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS**
11. **OF THE PRIVATE SEWER SYSTEM AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT**
12. **BETWEEN 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
14. the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on
15. this information in deciding whether and on what terms to purchase the Property. The Seller(s) authorizes any
16. licensee(s) representing or assisting any party(ies) in this transaction to provide a copy of this statement to any person
17. or entity in connection with any actual or anticipated sale of the Property.

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

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

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

29. **PRIVATE SEWER SYSTEM DISCLOSURE:**

30. *(Check the appropriate box.)*

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

33. Seller certifies that the following private sewer system is on or serving the above described Property.

34. TYPE:

35. *(Check appropriate box(es) and indicate location on attached MAP.)*

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

37. Sealed System (holding tank)

38. Other (Describe): _____

39. Is the private sewer system(s) currently in use? Yes No

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

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

44. Property located at _____ .
45. Is the private sewer system(s) in compliance with applicable sewage treatment system laws and rules?
46. Yes No
47. When was the private sewer system installed? _____
48. Installer Name/Phone _____
49. Where is tank located? _____
50. What is tank size? _____
51. When was tank last pumped? _____
52. How often is tank pumped? _____
53. Where is the drain field located? _____
54. What is the drain field size? _____
55. Describe work performed to the private system since you have owned the Property. _____
56. _____
57. _____
58. Date work performed/by whom: _____
59. _____
60. Is private sewer system entirely within Property boundary lines, including set back requirements? _____
61. Is the system shared? _____ How many units on system? _____ Annual Fee? _____
62. Comments: _____
63. _____
64. On this Property: _____
65. _____
66. Approximate number of:
67. people using the private sewer system _____
68. showers/baths taken per week _____
69. wash loads per week _____
70. Distance between well and private sewer system? _____
71. Have you received any notices from any government agencies relating to the private sewer system?
72. (If "Yes", see attached notice.) Yes No
73. Are there any known defects in the private sewer system? Yes No
74. If "Yes", please explain: _____
75. _____
76. _____
77. _____
78. _____

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

81. Property located at _____ .

82. SELLER'S STATEMENT:

83. *(To be signed at time of listing.)*

84. I / We, Seller(s) of the Property acknowledge the above private sewer system disclosure and *MAP* and authorize listing
85. broker to disclose this information to prospective buyers.

86. _____
(Seller) (Date) (Seller) (Date)

87. BUYER'S ACKNOWLEDGMENT:

88. *(To be signed at time of purchase agreement.)*

89. I/We, the Buyer(s) of the Property acknowledge receipt of this Private Sewer System Disclosure Statement and *MAP*
90. and agree that no representation regarding the condition of the private sewer system have been made, other than
91. those made above.

**92. LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS AND ARE NOT RESPONSIBLE FOR ANY
93. CONDITIONS EXISTING IN THE PRIVATE SEWER SYSTEM.**

94. _____
(Buyer) (Date) (Buyer) (Date)

95. SELLER'S ACKNOWLEDGMENT:

96. *(To be signed at time of purchase agreement.)*

97. AS OF THE DATE OF THE ACCEPTANCE OF THE PURCHASE AGREEMENT, I/We, the Seller(s) of the above
98. Property, agree that the condition of the private sewer system is the same as noted above, except for changes as
99. indicated below which have been signed and dated.

100. _____
101. _____
102. _____
103. _____
104. _____
105. _____
106. _____
107. _____
108. _____
109. _____
110. _____
111. _____

112. _____
(Seller) (Date) (Seller) (Date)

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