



Buyer's Agreement for the
Transfer of Responsibility For the Repair/Replace Items
from the Seller

THESE ADDITIONAL DOCUMENTS ARE REQUIRED:

1. Buyer has to provide **a copy of one page from the signed purchase agreement with the buyer's signature** to the City so the City can verify that all parties signing the Purchase Agreement as the Buyer have also signed this Agreement.
2. Buyer has to provide **a copy of the Point of Sale Disclosure Report** to identify the Repair/Replace items.
3. Buyer has **to pay a \$25.00 filing fee** for the Buyers Responsibility Agreement.
4. The entire Buyer's Agreements needs to be signed and notarized at City Hall.



City of Robbinsdale

Office Use Only
Accepted By:
Building Official

**BUYER'S AGREEMENT FOR THE
TRANSFER OF RESPONSIBILITY FOR REPAIR / REPLACE
ITEMS FROM THE SELLER**

Pursuant to Section 435.10, Subd. 2 of the Robbinsdale City Code.

This Agreement is made between the City of Robbinsdale officials administering the Point of Sale Ordinance (hereinafter "City"), and the undersigned (hereinafter "Buyer") of property (hereinafter referred to as the "Property") which is the subject of this agreement located at:

Property address: _____ **Closing Date** _____

The Buyer hereby has read and understands the terms and obligations of this agreement.
Signed: _____ Date: _____

1. **Background**
 - a. Certificate required. The Robbinsdale City Code, Section 435.10, Subd. 1, provides that a certificate shall be issued serving as proof of compliance with City Code Section 435 requiring all repair/replace items have been corrected prior to the sale and occupancy of the Property.
 - b. Buyer's agreement. Pursuant to Section 435.10 Subd. 2. The buyer, designated in a purchase agreement, may elect to correct the items marked as repair/replace in the Point of Sale disclosure report. Such corrections may be undertaken by a buyer only upon written consent of the Building Official and subject to such terms and conditions including, but not limited to conditions related to occupancy, as may be required by the Building Official. Such terms shall include but are not limited to a signed agreement on behalf of the City from the buyer accepting responsibility of correction of the repair/replace items, reasonable completion dates acceptable to the city and financial evidence of ability to perform the corrections.

2. **Agreement**
 - a. Consideration. The Buyer agrees with the obligations set forth in this agreement in consideration of the issuance by the City of approval to occupy the Property. The Buyer understands that the Buyer may not legally occupy the Property until the Buyer has received written notice from the City of Robbinsdale Building Official allowing the Buyer to do so. The Buyer also understands that upon receipt of such notice from the Building Official, the Buyer remains obligated to all of the terms of this Agreement.
 - b. Compliance with Point of Sale Ordinance. Buyer will correct all of the repair/replace items shown on the attached point-of-sale disclosure report by the date identified below:

Required completion date: _____.

3. **Acknowledgements**
 - a. Indemnification and Waiver. In consideration of being allowed to occupy the property, Buyer waives all claims against the City, its council members, employees and agents (hereinafter collectively referred to as the "City") and to indemnify and defend the City against all claims brought by other people arising out of or caused by the repair/replace (R/R) items shown on the attached list, the repair of such R/R items shown on the disclosure report, or the decision by the City that such R/R items do not constitute an immediate hazard or failure to enforce the code provisions relating to such repair/replace items.
 - b. Compliance. Buyer understands that failure to comply with the terms of this Agreement can result in:

- i. This Agreement being null & void, thereby requiring the Buyer to vacate the Property.
 - ii. A violation of the Robbinsdale City Code, which is punishable as a misdemeanor (including fines and/or imprisonment).
 - iii. Compliance with this Agreement being ordered by the Court.
- c. Additional provisions.
- i. Buyer has provided a copy of the signature page excerpted from the signed **Purchase Agreement** to the City so the City can verify that all parties signing the Purchase Agreement as the Buyer have also signed this Agreement.
 - ii. Buyer has provided a copy of the point-of-sale disclosure report to identify the Repair/Replace items.
 - iii. Buyer will notify the City of the date of closing within one week after said closing.
 - iv. Buyer shall provide City with a copy of the recorded deed, or other document acceptable to the City showing that the closing has occurred.
 - v. To facilitate City follow-up regarding compliance with the terms of this Agreement, Buyer hereby provides the following contact information. If the information should change, Buyer will provide updated information to the City.
 - vi. This agreement shall be null and void if closing has not occurred within 90 days of the date hereof.

Buyer's full name: _____

Mailing Address: Currently: _____

After Closing: _____

Phone Number(s): **Currently:** (____) _____ - _____
After Closing: (____) _____ - _____
Cell or mobile: (____) _____ - _____
Other: (____) _____ - _____

BUYER: All parties listed on the Purchase Agreement must sign below. Attach additional signature sheets, if needed:

Buyer's Signature

STATE OF MINNESOTA
 } ss.
 COUNTY OF HENNEPIN

Print Buyer's name

This Agreement was acknowledged before me this ____ day
 of _____ 20____, by _____
 (Print full name of Buyer)

NOTARY PUBLIC:

Buyer's Signature

STATE OF MINNESOTA
 } ss.
 COUNTY OF HENNEPIN

Print Buyer's name

This Agreement was acknowledged before me this ____ day
 of _____ 20____, by _____
 (Print full name of Buyer)

NOTARY PUBLIC:
