

**METHAMPHETAMINE DISCLOSURE
STATEMENT AND RELEASE AGREEMENT**

1. Property Address: _____
City _____ State _____ County _____
Name of Current Title Holder/Owner of Above Property _____
2. _____ Seller is **NOT AWARE** of any methamphetamine production that has occurred on the Property.
3. Purchaser acknowledges, accepts and understands that to the best of the Seller's knowledge, the Property described above (the Property") **HAS BEEN USED OR WAS LIKELY USED** as a site for the production of Methamphetamine and contaminated. This disclosure by the seller satisfies the requirement of MN Statute 152.0275, Sub. 2(m).
4. IF THE SELLER IS AWARE THAT THE PROPERTY HAS BEEN A METHAMPHETAMINE CLANDESTINE LABSITE: **Seller must check one below.**
 - a. _____ The Seller knows or has reason to believe that a governmental entity has issued an order for the remediation of the Property prior to its inhabitation or occupancy.
 - b. _____ The seller is not aware of any governmental entity having issued an order for the remediation of the Property. The seller has attached to this Disclosure Statement a copy of the affidavit or certificate of remediation issued by the contractor of record who did the work in compliance with Minnesota Department of Health Guidelines.
5. THE PURCHASER AND/OR SELLER SHOULD REQUEST AN AFFIDAVIT OR CERTIFICATE OF REMEDIATION FROM THE CONTRACTOR WHO DID THE CLEANUP IN ACCORDANCE WITH MINNESOTA DEPARTMENT OF HEALTH CLANDESTINE DRUG LABS GENERAL CLEANUP GUIDELINES AND BEST PRACTICES.
6. Purchaser(s) is hereby notified that the Property has not been remediated and **MAY NOT BE OCCUPIED** or inhabited until an affidavit of compliance with the MDH Clandestine Drug Lab Cleanup Guidelines is provided to them, that they are solely responsible for any required remediation and/or resulting damages, including, but not limited to, any effects on health, due to methamphetamine contamination to the Property before it can be inhabited. Purchaser(s) can obtain cleanup guidelines from the Mn. Department of Health (MDH Cleanup Guidelines) and they will need to secure an Affidavit of Remediation and submit it to the County. The MDH and Cities and counties should have information about private entities that have the proper training to remediate methamphetamine contaminated properties. In providing this information, Seller does not assume any liability for the actions of a contractor that may be selected. Use your best judgment, as you would in contracting for any service and seek referrals.
7. In consideration of the sale of the Property to the undersigned Purchaser, Purchaser does hereby release, indemnify, hold harmless and forever discharge the Seller, as owner of the Property and the Community in which the home stands, the owner, anybody working for the owner or acting on the owner's behalf from any and all claims, liabilities causes of action of any kind that the Purchaser may now have or at any time in the future may have against the Seller or the Community resulting from the presence of methamphetamine on the Property.
8. Purchaser has been given the opportunity to review this Release Agreement with or without Purchaser's attorney, and acknowledges reading this Release.
9. Dated this _____ day of _____, 20_____
10. Seller's Signature _____ Seller's printed name _____
11. Purchaser's Signature _____ Purchaser's printed name _____
12. File-Copies to Seller, Purchaser, Community Management