



## COMMUNITY DEVELOPMENT DEPARTMENT

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### BUYER'S AGREEMENT TO COMPLY WITH HOUSING MAINTENANCE CODE

This Agreement is made between the City of Crystal (hereinafter "City"), and the undersigned (hereinafter "Buyer").

#### 1. Background

- 1.1. Certificate Required. Crystal City Code, Section 425.13, Subd. 1, provides that no single family structure, two family structure, or dwelling unit that is part of a multiple dwelling may be sold unless the Seller first secures a Certificate of Compliance from the City.
- 1.2. Buyer's Agreement. The Seller may receive a Certificate of Compliance from the City upon satisfactory completion of the corrective actions required in the inspection report or, alternatively, if the following requirements are met:
  - 1.2.1. The Seller provides the Buyer with a copy this Agreement along with a copy of the signed inspection report.
  - 1.2.2. The Buyer executes this Agreement and files it with the City.
- 1.3. Occupancy. Code Section 425.13, Subd. 6, prohibits a Buyer from occupying a structure that is the subject of a compliance order until this Agreement is filed with the City. Upon filing of this Agreement with the city, occupancy is permitted pending completion of the corrective action specified in the compliance order provided that all of the following requirements are met:
  - 1.3.1. The conditions may not pose an immediate health or safety hazard to the occupant(s).
  - 1.3.2. The Buyer must make all of the corrections necessary, as directed by the compliance order, within 60 days of closing, unless otherwise approved in writing by the Housing Official.
  - 1.3.3. The dwelling unit has not been declared unfit for human habitation pursuant to subsection 425.25.
- 1.4. Subject Property. The property ( hereinafter referred to as the "Property") which is the subject of this agreement is located at:

**PROPERTY ADDRESS:** \_\_\_\_\_

**PROPERTY IDENTIFICATION NUMBER:** \_\_\_\_\_

- 1.4.1. Violations. Code violations at the Property which are the subject of this Agreement are listed on the attached compliance order, which is a part of this Agreement.
- 1.4.2. Buyers. The undersigned are purchasing the Property and have petitioned the City to allow occupancy of the Property despite the existence of the violations set forth on the attached list.

#### 2. Agreement

- 2.1. Consideration. The Buyer agrees to 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 Housing Official allowing the Buyer to do so. The Buyer also understands that upon receipt of such notice from the Housing Official, the Buyer remains obligated to all of the terms of this Agreement.
  - 2.1.1. Compliance with code. Buyer will correct all of the violations and discrepancies shown on the attached **Compliance Order, Number** \_\_\_\_\_, no later than 60 days from the date of closing unless otherwise approved in writing by the Housing Official.
  - 2.1.2. 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 violations or discrepancies shown on the attached list, the repair of such violations or discrepancies shown on the compliance order, or the decision by the City that such violations or discrepancies do not constitute an immediate hazard or failure to enforce the code provisions relating to such violations or discrepancies.

**BUYER INITIALS:** \_\_\_\_\_

