

OFFER TO PURCHASE

1. **PROPERTY** Buyer agrees to buy from seller the property located at _____
_____, _____ County, Michigan _____
(city, township, village) (zip code)

legally described as _____

_____ together with all buildings; gas, oil, and mineral rights owned by Seller; plumbing, heating, and electrical fixtures; built-in appliances; water softener, water pumps and pressure tanks; stationary laundry tubs; radio and television antennas and any mechanical controls; shades, shutter, window blinds, and curtain and drapery rods; attached floor covering; attached fireplace doors and screens; garage door opener and controls; screens, storm windows and doors; landscaping, fences, mail boxes; and

_____ but does not include _____

The property is purchased subject to easements, restrictions and zoning ordinances of record.

The following paragraph applies only if the Premises include unplatted land:

Seller agrees to grant Buyer at closing the right to make (insert number) _____ division(s) under section 108(2), (3), and (4) of the Michigan Land Division Act. (if no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller does not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval on or before _____, of the proposed division to create the Premises.

2. **SALES PRICE** The sales price is: \$ _____ (Dollars)

3. **DEPOSIT** Buyer deposits _____ showing good faith. Deposit to be held by (seller/attorney/First American Title). Deposit will be applied to sale price. If the conditions in this contract cannot be met, the deposit will be refunded to Buyer in full, subject to the default provision. (refer to paragraph 16)

4. METHOD OF PAYMENT (check one)

_____ **CASH** Buyer will pay the sales price by certified check upon Seller's delivery of a warranty deed conveying marketable title.

_____ **NEW MORTGAGE** This contract is contingent on Buyer's ability to obtain a _____ mortgage loan in the amount of \$ _____. Buyer will apply for the loan within _____ days after Seller's acceptance. If Buyer fails to deliver to Seller evidence of the loan approval before _____ Seller may cancel this contract and deposit will be refunded to Buyer in full. The sale will be completed upon Seller's delivery of a warranty deed conveying marketable title.

_____ **LAND CONTRACT** Buyer will pay \$ _____ down payment upon Buyer and Seller signing a Land Contract calling for the payment of the remaining Sales Price. Buyer will pay monthly installments of \$ _____ or more, including annual interest of _____ percent and which DO/DO NOT include property taxes and insurance. Buyer will pay the entire balance, which may require a lump-sum payment, within _____ years after closing.

_____ **MORTGAGE ASSUMPTION or LAND CONTRACT ASSIGNMENT** If the holder of the mortgage or land contract agrees, Buyer will assume and pay the existing mortgage or land contract according to its terms. Buyer will pay the difference between the sales price and the existing balance of approximately \$ _____ upon Seller's delivery of a warranty deed or a land contract assignment. Buyer will reimburse Seller at closing for any funds held in escrow.

5. **CLOSING DATE** Buyer and Seller will close the sale within _____ days after all necessary documents are ready, but in no event later than _____.

6. **OCCUPANCY** Seller will give occupancy within _____ days of closing. Seller will pay Buyer \$ _____ per day, from the day following closing to the day Seller vacates and surrenders the keys to Buyer. At closing, First American Title will retain from the amount due seller \$ _____ to hold in escrow for the occupancy charge. Upon Seller vacating property and surrendering keys to buyer, First American Title will pay Buyer the amount due and return to Seller any unused portion. Seller is liable for any damage to property after closing and before vacating.

GENERAL CONDITIONS of sale printed on pages 2 and 3 are incorporated and made a part of this agreement.

Buyer's Initials

Seller's Initials

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BUYER(S) SIGNATURE(S) Buyer's Address: _____

Date: _____, Phone _____

Sig _____

Sig _____

Print Name: _____

Print Name: _____

SSN: _____

SSN: _____

SELLER (S) SIGNATURE(S) Seller's Address: _____

Date: _____ Phone _____

Sig _____

Sig _____

Print Name: _____

Print Name: _____

SSN: _____

SSN: _____

BUYER'S RECEIPT AND ACCEPTANCE OF CHANGES Buyer has received Seller's acceptance of this contract. If the acceptance was subject to changes, Buyer agrees to accept the changes as written and all unchanged items.

Sig _____

Date: _____

Sig _____

Date: _____

GENERAL CONDITIONS

THIS IS A LEGAL DOCUMENT. BOTH BUYER AND SELLER ARE ADVISED TO CONSULT AN ATTORNEY.

7. TITLE INSURANCE Seller will provide and pay for an owner's policy of title insurance without standard exceptions from First American Title insuring Buyer's marketable title in the amount of the Sales Price. Buyer will pay for land survey if needed. Seller will apply for a commitment for title insurance within _____ days of the date of contract. Upon receipt of the commitment, Buyer will have _____ days to provide Seller with written notice to remedy the claimed defects. If Seller is unable to remedy the defects within 30 days, this contract will be terminated and any deposit refunded to Buyer.

Property Survey: Survey will be paid for by _____ Buyer _____ Seller

The survey will be (choose one):

_____ A boundary survey with iron corner stakes and with improvements and easements located on map of survey.

_____ A surveyor's report or sketch (not a boundary survey) showing the approximate location of improvements.

Exceptions: _____

8. CLOSING COSTS Unless agreed otherwise, Seller will pay all State transfer taxes and costs required to convey marketable title. Unless agreed otherwise, Buyer will pay the cost of recording the deed and/or security interests and all mortgage closing costs.

9. TAXES/FEES PRORATIONS Seller will be responsible for any taxes billed prior to those addressed below. Buyer will be responsible for all taxes billed after those addressed below.

_____ No proration. (choose one):

_____ Buyer _____ Seller will pay for taxes billed summer _____ (year)

_____ Buyer _____ Seller will pay for taxes billed winter _____ (year)

_____ Calendar Year Proration (all taxes billed in the year of the closing). Calendar year tax levies will be estimated, if necessary, using the taxable value and the millage rate (s) in the effect on the day of the closing, broken down to a per diem tax payment and prorated to the date of the closing with Seller paying for January 1 to day of closing.

_____ Fiscal Year Proration - Taxes will be prorated as though they are paid in (choose one): _____ advance _____ arrears

Fiscal Year will be assumed to cover a 12 month period from date billed, and taxes will be prorated to the date of the closing. Fiscal year tax levies will be estimated, if necessary, using the taxable value and millage rate (s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying to day of closing.

Exceptions: _____

Buyer's Initials

Seller's Initials

□

□

□

□

10. **SPECIAL ASSESSMENTS** Seller will pay in full all public authority charges (including, but not limited to, special assessments, paving charges, water or sewer contracts, weed cutting and lighting charges) which are a lien as of the date of this contract. Condominium association assessments will be paid in a like manner.

11. **WATER/SEWER ESCROW** Seller will pay in full all water and/or sewer usage charges through the day of possession. At closing, Seller will give First American Title a minimum of \$ _____ for water/sewer escrow. Seller will obtain a final bill or reading covering usage through day of possession. Final charges will be paid from escrow and any unused portion returned to Seller.

12. **SELLER'S DISCLOSURE (Check One)**

_____ Buyer acknowledges that a Seller Disclosure Statement has been provided to Buyer.

_____ Seller will provide a Seller Disclosure Statement with Seller's acceptance of this offer. Pursuant to Public Act 92 of 1993, Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this contract by delivery of a written notice to Seller or Seller's agent.

Lead-based Paint Addendum: Transactions involving homes built prior to 1978 require an addendum which is hereby attached and will be an integral part of this Agreement.

13. **PROPERTY INSPECTION (check one)**

_____ This offer is contingent upon a satisfactory inspection of the property, at Buyer's expense, no later than _____ business days after the date of this contract. If Buyer is not satisfied with the results of the inspection, upon written notice from Buyer to Seller within two (2) days of the inspection, this contract will terminate and any deposit refunded to Buyer.

_____ Buyer does not desire to obtain an inspection of the property.

14. **CONDITION OF PROPERTY** Buyer has personally inspected the property and accepts it in AS IS present condition (subject to Buyer's right to have a property inspection, if any). Seller will obtain certification of occupancy from the municipality, if necessary, and comply with required corrections. Seller agrees to maintain the property in its present condition until possession. Seller agrees to leave property broom clean upon vacating.

15. **WALK THROUGH** Buyer reserves the right to walk through the property within 24 hours prior to closing.

16. **DEFAULT** If Buyer defaults, Seller may enforce this contract or may cancel the contract, keep the deposit, and pursue legal remedies. If Seller defaults, Buyer may enforce this contract or may demand a refund of the deposit plus pursue legal remedies.

17. **HEIRS AND SUCCESSORS** This contract binds Buyer, Seller, their personal representatives and heirs, and anyone succeeding to heir interest in the property. Buyer shall not assign this contract without Seller's prior written permission.

18. **OFFER/COUNTER OFFER** It is understood that this offer is irrevocable for five (5) days from its date and if not accepted by the Seller within that time, the deposit shall be returned to the Buyer. If this offer is countered, Buyer must initial the changes, sign it and deliver it to Seller by _____ (am)(pm) of _____ or the offer will be null and void and the deposit returned to Buyer.

19. **ENTIRE AGREEMENT** This contract constitutes the entire agreement between Buyer and Seller. This contract supersedes all prior understanding and agreements, written or oral.

20. **ADDITIONAL CONDITIONS (if any)** _____

Buyer and Seller have read the GENERAL CONDITIONS

Buyer initials _____ Seller initials _____

SELLER DISCLOSURE ACT (EXCERPT)

Act 92 of 1993

***** 565.957.amended THIS AMENDED SECTION IS EFFECTIVE JANUARY 1, 2004 *****

565.957. amended Disclosure; form.

Sec. 7.

(1) The disclosures required by this act shall be made on the following form:

SELLER'S DISCLOSURE STATEMENT

Property Address: _____

Street

_____ Michigan

_____ City, Village, or Township

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the seller disclosure act. This statement is a disclosure of the condition and information concerning the property, known by the seller. Unless otherwise advised, the seller does not possess any expertise in construction, architecture, engineering, or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This statement is not a warranty of any kind by the seller or by any agent representing the seller in this transaction, and is not a substitute for any inspections or warranties the buyer may wish to obtain.

Seller's Disclosure: The seller discloses the following information with the knowledge that even though this is not a warranty, the seller specifically makes the following representations based on the seller's knowledge at the signing of this document. Upon receiving this statement from the seller, the seller's agent is required to provide a copy to the buyer or the agent of the buyer. The seller authorizes its agent(s) to provide a copy of this statement to any prospective buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the seller and are not the representations of the seller's agent(s), if any. This information is a disclosure only and is not intended to be a part of any contract between buyer and seller.

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order (the items below are included in the sale of the property only if the purchase agreement so provides):

	Yes	No	Unknown	Not Available
Range/Oven	_____	_____	_____	_____
Dishwasher	_____	_____	_____	_____
Refrigerator	_____	_____	_____	_____
Hood/fan	_____	_____	_____	_____
Disposal	_____	_____	_____	_____
TV antenna, TV rotor & controls	_____	_____	_____	_____
Electrical system	_____	_____	_____	_____
Garage door opener & remote control	_____	_____	_____	_____
Alarm system	_____	_____	_____	_____
Intercom	_____	_____	_____	_____
Central vacuum	_____	_____	_____	_____
Attic fan	_____	_____	_____	_____
Pool heater, wall liner & equipment	_____	_____	_____	_____
Microwave	_____	_____	_____	_____
Trash compactor	_____	_____	_____	_____
Ceiling fan	_____	_____	_____	_____
Sauna/hot tub	_____	_____	_____	_____
Washer	_____	_____	_____	_____
Dryer	_____	_____	_____	_____
Lawn sprinkler system	_____	_____	_____	_____
Water heater	_____	_____	_____	_____
Plumbing system	_____	_____	_____	_____
Water softener/conditioner	_____	_____	_____	_____
Well & pump	_____	_____	_____	_____
Septic tank & drain field	_____	_____	_____	_____
Sump pump	_____	_____	_____	_____
City Water System	_____	_____	_____	_____
City Sewer System	_____	_____	_____	_____
Central air conditioning	_____	_____	_____	_____
Central heating system	_____	_____	_____	_____
Wall furnace	_____	_____	_____	_____
Humidifier	_____	_____	_____	_____
Electronic air filter	_____	_____	_____	_____
Solar heating system	_____	_____	_____	_____
Fireplace & chimney	_____	_____	_____	_____

Other Items: Are you aware of any of the following:

- Features of the property shared in common with the adjoining landowners, such as walls, fences,
1. roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property?
unknown ___ yes ___ no ___
 2. Any encroachments, easements, zoning violations, or nonconforming uses?
unknown ___ yes ___ no ___
 3. Any "common areas" (facilities like pools, tennis courts, walkways, or other areas co-owned with others), or a homeowners' association that has any authority over the property?
unknown ___ yes ___ no ___
 4. Structural modifications, alterations, or repairs made without necessary permits or licensed contractors?
unknown ___ yes ___ no ___
 5. Settling, flooding, drainage, structural, or grading problems?
unknown ___ yes ___ no ___
 6. Major damage to the property from fire, wind, floods, or landslides?
unknown ___ yes ___ no ___
 7. Any underground storage tanks?
unknown ___ yes ___ no ___
 8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.?
unknown ___ yes ___ no ___
 9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge?
unknown ___ yes ___ no ___
 10. Any outstanding municipal assessments or fees?
unknown ___ yes ___ no ___
 11. Any pending litigation that could affect the property or the seller's right to convey the property?
unknown ___ yes ___ no ___

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary:

The seller has lived in the residence on the property from _____ (date) to _____ (date). The seller has owned the property since _____ (date). The seller has indicated above the condition of all the items based on information known to the seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, seller will immediately disclose the changes to buyer. In no event shall the parties hold the broker liable for any representations not directly made by the broker or broker's agent.

Seller certifies that the information in this statement is true and correct to the best of seller's knowledge as of the date of seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY.

BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.721 TO 28.732, IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING THAT INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION, AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

Seller _____ Date _____

Seller _____ Date _____

Buyer has read and acknowledges receipt of this statement.

Buyer _____ Date _____ Time: _____

Buyer _____ Date _____ Time: _____

(2) A form described in subsection (1) printed before March 8, 2000 that was in compliance with this section at that time may be utilized and shall be considered in compliance with this section until June 6, 2000.

History: 1993, Act 92, Eff. Jan. 10, 1994 ;--Am. 1995, Act 106, Eff. Jan. 1, 1996 ;--Am. 1996, Act 92, Imd. Eff. Feb. 27, 1996 ;--Am. 2000, Act 12, Imd. Eff. Mar. 8, 2000 ;--Am. 2000, Act 13, Imd. Eff. Mar. 8, 2000 ;--Am. 2003, Act 130, Eff. Jan. 1, 2004 .

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Lead Paint Disclosure (Sale)
Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

(A) The residential dwelling located on the property was built (choose one below and put initials by choice):

_____ in 1978 or thereafter (if you initial this line please disregard (b) and (c) below and sign and date where indicated on the bottom of this form).

_____ Prior to 1978.

(B) Presence of lead-based paint and/or lead-based paint hazards (choose one below and put initial by choice):

_____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain on a separate sheet of paper, sign it and attach it to this form).

_____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(C) Records and reports available to Seller (choose one below and initial by choice):

_____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents on a separate sheet of paper, sign it and attach it to this form).

_____ Seller has no reports or records pertaining to lead based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

_____ (D) Purchaser has received copies of all information listed and on any attached sheets above.

_____ (E) Purchaser the pamphlet Protect Your Family from Lead in Your Home can be found online at <http://www.hud.gov/offices/lead/outreach/leadpame.pdf>
If you have trouble with the online file please contact First American Title.

(F) Purchaser must choose either (I) or (ii) below and put Purchaser's initials next to the choice made:

_____ (I) The obligations of Purchaser under the purchase and sale agreement are contingent upon Purchaser obtaining a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at Purchaser's expense prior to midnight of the tenth calendar-day after Purchaser executes this addendum. This contingency will automatically terminate at that time unless, prior to that time Purchaser (or Purchaser's agent) delivers to Seller (or Seller's agent) a written consent addendum listing the specific existing lead paint-based deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. Seller may, at Seller's option, within 5 days after receipt of Purchaser's proposed addendum, elect in writing to provide Purchaser with a credit for the costs of correcting the condition(s) at the time of settlement. If Seller does not elect to provide Purchaser with a credit, or if Seller makes a counter-offer Purchaser shall have 5 days to respond to the counter-offer or remove this contingency and take the property in "as is" condition or the purchase and sale agreement shall become void. Purchaser may remove this contingency at any time by written notice to Seller.

_____ (I) Purchaser waives the opportunity to conduct a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

_____ (G) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4582 (d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and on any attached sheets and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Seller Date

Seller Date

Agent Date

Agent Date

Purchaser Date

Purchaser Date