

# PURCHASE AGREEMENT

1. **PROPERTY DESCRIPTION:** The undersigned Buyer hereby offers and agrees to purchase property located in Michigan, City/Township/Village of \_\_\_\_\_ County of \_\_\_\_\_  
Tax ID# \_\_\_\_\_ Legal Description \_\_\_\_\_

Also commonly known as \_\_\_\_\_ Zip \_\_\_\_\_  
Street Address

Property described above shall include all available sub surface and mineral rights, all fixtures, improvements and appurtenances now in or on property, including all built-in appliances/equipment, shelving, cabinets, all lighting fixtures, ceiling fans, attached carpeting, all window treatments and hardware, attached mirrors, telephone system and instruments designed for system, television antennae, satellite dishes (if owned) and complete rotor equipment, storm doors, storm windows, screens, awnings, garage door openers and transmitters, water softeners and security systems (if owned), mailboxes, fences, fireplace inserts, doors, screens, gas logs, grates, gas attachments and equipment, attached humidifiers, all landscaping, fuel in tanks, central vacuum and attachments, and \_\_\_\_\_

Seller shall provide a bill of sale for all including personal property at closing. Exclusions specified in listing contract that are NOT specifically excluded herein shall be included in this sale. \_\_\_\_\_

2. **PRICE:** Buyer agrees to pay the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in consideration for which Seller will provide a warranty deed subject to existing building and use restrictions and easements and rights of way of records.
3. **METHOD OF PAYMENT:** All money must be paid in U.S. funds by certified, cashiers or a licensed title company check acceptable to closing agent. Sale shall be completed by the following method: (Mark only the box that applies.)
- A. CASH SALE.
- B. CASH SALE WITH NEW MORTGAGE.

Agreement contingent upon Buyer securing a \_\_\_\_\_ mortgage, not contingent upon sale or closing of other assets, in the amount of \$ \_\_\_\_\_ and paying \$ \_\_\_\_\_ down plus mortgage costs, prepaid items, adjustments and flood insurance (if required) by lender. Buyer agrees to apply for such mortgage within \_\_\_\_\_ calendar days from final acceptance of this Agreement at Buyer's own expense. If a mortgage commitment conditioned only upon marketable title and satisfactory survey (if required) is not delivered to Listing Broker within \_\_\_\_\_ calendar days from date of Agreement, Listing Broker shall be notified immediately and Seller may declare Agreement void. Buyer further agrees that in connection with said application to lender, Buyer will promptly comply with lender's request for true and accurate information required to process loan application.

- C. SALE TO EXISTING FINANCING, LAND CONTRACT OR PURCHASE MONEY MORTGAGE.  
(See appropriate finance addendum attached and made a part hereof.)

4. **EARNEST MONEY:** Buyer is tendering with offer \$ \_\_\_\_\_ in the form of a check. An additional \$ \_\_\_\_\_ shall be deposited within \_\_\_\_\_ calendar days of final acceptance making total earnest monies on regulations of the State of Michigan and applied to purchase price at closing. Earnest monies shall be disbursed ONLY in accordance with either: (a.) the terms hereof; (b.) a fully executed mutual release; or (c.) upon order of appropriate authority. If offer made is not accepted by Seller, earnest monies shall be returned to Buyer.
5. **ACKNOWLEDGEMENT OF EARNEST MONEY DEPOSIT:** Received by: \_\_\_\_\_

- \_\_\_\_\_ Company Name  
Agent Signature Date
6. **CLOSING:** Subject to all conditions herein, closing shall take place on \_\_\_\_\_ at Listing Office or otherwise mutually agreed location.

7. **POSSESSION:** Seller shall deliver possession to Buyer  at closing or  within \_\_\_\_\_ days after closing (closing to apply if no choice is made.) If possession is not delivered at closing, from and including day of closing, through date of vacating property, Seller SHALL PAY the sum of \$ \_\_\_\_\_ per day. **Designated escrow agent shall retain from amount due Seller the sum of 1-1/2 times daily fee, times total days for said occupancy.** Designated escrow agent shall disburse occupancy fee due Buyer every 30 days, upon written request from Buyer. Seller shall be entitled to any unused portion of occupancy fee as determined by date property is vacated and keys surrendered to  Buyer  Listing Broker  Selling Broker. Seller is legally obligated to deliver possession as specified herein. If Seller **FAILS** to deliver possession as specified herein, Seller shall pay **TWICE** the daily occupancy fee per day and may be liable for cost of eviction, actual attorney fees, damages and other costs incurred by Buyer in obtaining possession and collecting any amount due. Brokers have no obligation, implied or otherwise, as to condition of premises or for seeing that premises are vacated on date specified.

\_\_\_\_\_  
Buyer(s) Initials

\_\_\_\_\_  
Seller(s) Initials

## PURCHASE AGREEMENT *CONTINUED*

8. **AVAILABILITY OF HOME PROTECTION PLANS:** Buyer and Seller acknowledge having been advised of availability of home protection plans.
9. **SEWER AND WATER CHARGES:** Seller agrees to pay for all sewer and water charges to date of  **CLOSING**  **POSSESSION** (possession will apply if no choice has been made.) Designated escrow agent shall retain from amount due Seller at closing \$300.00, or more if needed for final water and sewer charges. After water and sewer bills are verified paid, any unused portion shall be returned to Seller.
10. **TITLE EVIDENCE AND SURVEY:** Seller agrees to order title insurance within fourteen (14) calendar days of acceptance of offer and to furnish Buyer a Commitment of Title Insurance to be issued with standard exceptions. **Buyer to secure and pay for a survey, if required.** After closing, a Policy of Title Insurance without standard exceptions will be issued in the amount of purchase price, bearing date of closing or later guaranteeing title in condition required for performance of Agreement. Title Commitment shall be "marked up" at closing insuring through date of recording.
11. **TITLE OBJECTIONS:** If objection to title is made, based upon written notice that title is not in marketable condition required for performance hereunder, Seller shall have 30 calendar days from date notified in writing of particular defects claimed, to either: (a.) remedy title; or (b.) obtain title insurance satisfactory to Buyer. Buyer agrees to complete sale within 10 calendar days of written notification or by date specified if later. If Seller is unable or unwilling to remedy title within time specified, Buyer will waive requirement in writing within 10 calendar days of written notification thereof, or Agreement may become null and void at Buyer's option.
12. **PROPERTY TAXES:** All property taxes due and payable on or before date of closing shall be paid by Seller. Current taxes shall be prorated and adjusted as of date of closing in accordance with due date of municipality or taxing unit(s) in which property is located. Buyer acknowledges that property taxes are subject to change. If taxes are not paid in advance, see addendum made a part hereof.
13. **ASSESSMENTS:** Seller shall discharge in full all public authority charges confirmed by said municipality of taxing unit(s) (special assessments, water, sewer, paving charges, etc.) which are currently due and payable. Buyer is responsible for other assessments including, but not limited to, capital and lateral charges (assessed, but value not yet determined) which are confirmed and become due and payable after closing.
14. **CONDOMINIUM/HOMEOWNERS ASSOCIATION ASSESSMENTS:** Current dues shall be prorated to date of closing. Any delinquent condominium/homeowner association dues/assessments/liens shall be paid by Seller at closing. Any and all dues/assessments/liens confirmed and becoming due and payable after closing will be paid by Buyer. (See Condominium Addendum made a part hereof if applicable.)
15. **MAINTENANCE OF PROPERTY:** Seller is responsible to keep property in substantially the same condition as of date of Agreement. Seller is responsible to maintain grounds and keep all systems in working order until property is vacated and keys are surrendered by Seller except for conditions disclosed in Seller's Disclosure Statement or conditions discovered by Buyer as part of inspections. In the event property has been winterized, it shall be the obligation and expense of Seller to de-winterize property prior to closing. Seller agrees to leave property broom-clean and free of debris and personal property.
16. **RISK OF LOSS:** If loss or damage to property occurs before closing for any reason (including, but not limited to, fire, vandalism or acts of God) risk of loss shall be on Seller. If property is destroyed or substantially damaged before closing, at Buyer's option, this Agreement may become null and void, or Buyer may accept property and take assignment of insurance proceeds as available.
17. **DISCLAIMER OF BROKER(S):** Broker(s) and Salesperson(s) specifically disclaim responsibility for condition of property and/or for performance of Agreement by the parties. Parties acknowledge that they are not relying on any representation or warranties that may have been made other than those in writing.
18. **FINAL WALK-THROUGH PRIOR TO CLOSING:** Buyer reserves right to walk through property within 48 hours prior to closing to determine whether terms of Agreement have been met.
19. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between Buyer and Seller. No agreement shall be binding except those in writing and signed by all parties involved. Prior negotiations and verbal agreements will not be binding.
20. **SUCCESSORS AND ASSIGNS:** This Agreement shall bind executors, administrators, successors and assigns of the parties.
21. **FACSIMILE/ELECTRONIC AUTHORITY:** Parties agree that this offer, any counteroffer or acceptance, may be delivered by use of facsimile/electronic authority with signatures, and that initials and modifications shall be deemed valid and binding upon the parties as if original signature.
22. **TIME IS OF THE ESSENCE:** Buyer and Seller understand that no extensions of time limits contained herein are expected or agreed to unless specified in writing and signed by both Buyer and Seller. Time is of the essence.

\_\_\_\_\_  
Buyer(s) Initials

\_\_\_\_\_  
Seller(s) Initials

PURCHASE AGREEMENT CONTINUED

23. SELLER'S DISCLOSURE STATEMENT: (Initial only one.)

Buyer(s) Initials

\_\_\_\_\_
\_\_\_\_\_

- A. With Disclosure: Buyer has, prior to writing this offer, received Seller's Disclosure Statement.
B. Without Disclosure: All Parties understand that Seller's Disclosure Statement was not available at time this offer was written. Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's acceptance of this offer pursuant to Public Act 92 of 1993.

24. DEFAULT:

- A. Buyer: In the event Buyer fails to fulfill obligations set forth herein or fails to close this transaction by time and manner provided, Seller may elect to enforce terms herein, declare sale void, retain deposit (per Paragraph 4), and/or seek available legal or equitable remedies.
B. Seller: In the event Seller fails to fulfill obligations set forth herein or fails to close this transaction by time and manner provided, Buyer may elect to enforce terms herein, declare sale void, be entitled to refund of deposit (per Paragraph 4), and/or seek available legal or equitable remedies.

25. FEES: Buyer agrees to pay closing fees charged by lender and/or title company and a compliance/transaction fee of \$ \_\_\_\_\_ payable to Selling Broker at closing. Seller shall pay transfer fees and other costs required to convey title.

26. TIME LIMIT: Buyer is making this offer valid until \_\_\_\_\_ AM PM on \_\_\_\_\_ or until withdrawn in writing.

27. COUNTEROFFER: In the event Seller makes any written changes to terms and conditions herein, such changes, if initialed and Seller Acceptance executed, shall constitute a counteroffer by Seller to Buyer, which shall remain valid until \_\_\_\_\_ AM PM on \_\_\_\_\_. Acceptance of counteroffer by Buyer occurs when Buyer initials each change, signs Buyer Acknowledgement of Acceptance (bottom line), and delivers notice to Seller by time stipulated above.

28. ADDITIONAL DOCUMENTS ATTACHED: The Seller's Disclosure Statement, Lead Based Paint Disclosure, Agency Relationship Disclosure, plus the following checked items are also attached hereto and made a part hereof.
[ ] FHA/VA Addendum [ ] Unplatted Land Addendum [ ] Contingency Sales Agreement
[ ] For Your Protection Get An Inspection [ ] Private Road Addendum [ ] Condominium Addendum
[ ] Well and Septic Addendum [ ] Financing Addendum [ ] Vacant Land Addendum
[ ] Swimming Pool Addendum [ ] Additional (General) Conditions [ ] \_\_\_\_\_

29. WELL AND SEPTIC SYSTEM INSPECTION: See attached addendum made a part hereof, if applicable.

30. INSPECTION CONTINGENCY: Broker(s) recommend that Buyer conduct independent private inspection(s) of property at Buyer's expense. Due diligence may include, but is not limited to, any inspection(s) or research deemed necessary by Buyer, including; structural integrity, condition of mechanical systems, environmental status, health or safety conditions, surveys or infestation. To ensure intended use of premises it is recommended that Buyer research: square footage; building and use restrictions; easements; ordinances; regulations; school district; and/or property tax status. If Buyer DOES NOT notify Seller, in writing, within \_\_\_\_\_ calendar days from date of final acceptance of Agreement that Buyer is dissatisfied with results of due diligence, Agreement shall be binding without regard to said inspection(s). If Buyer notifies Seller, in writing and within specified time, that, in Buyer's sole judgement, Buyer is dissatisfied with results of due diligence, Buyer shall do one, or a combination, of the following within the contingency period stated above.

- A. Present to Seller an amendment for mutual agreement that cites a list of repairs and/or conditions to be remedied.
B. Present to Seller an amendment for mutual agreement with a credit to be applied against the purchase price, and/or a price reduction, in full satisfaction of inspection contingency.
C. Present to Seller a Notice of Dissatisfaction with due diligence which shall render Agreement null and void, in which case Seller agrees to authorize Broker to return all earnest monies to Buyer.
D. In the event Seller and Buyer are unable to reach an Agreement to Buyer's proposals made under A or B, Buyer shall either elect to proceed with transaction by waiving this contingency in writing, or declare Agreement void by election of C within 3 calendar days of receipt of Seller's written response to A or B above.

Buyer: Does \_\_\_\_\_ Does Not \_\_\_\_\_ desire to have Property Inspection.
Buyer Initials Buyer Initials

31. MUNICIPAL INSPECTIONS: If a municipal inspection and/or certification of premises are required by local ordinance, State or Federal law, or Buyer's lending institution, Seller agrees to pay for said inspections. Seller agrees to complete any and all repairs required by municipality, provided repairs not exceed \$ \_\_\_\_\_. Buyer may assume additional costs or declare Agreement void.

PURCHASE AGREEMENT CONTINUED

32. LEAD-BASED PAINT DISCLOSURE/INSPECTION: (For residential housing built prior to 1978)

- A. Buyer Initials Buyer acknowledges that prior to signing this Agreement, Buyer has received and reviewed a copy of the Lead-Based Paint Seller's Form completed by the Seller on Date the terms of which are incorporated herein by reference.
B. Buyer Initials Buyer shall have a day opportunity after date of Agreement to conduct an inspection of property for presence of lead-based paint and/or lead-based hazards.
C. Buyer Initials Buyer hereby waives an opportunity to conduct a risk assessment or inspection for presence of lead-based paint and/or lead-based paint hazards.

33. LIABILITY OF BUYER FOR DAMAGE: Buyer shall be solely responsible for any and all damage to property as a result of any and all inspection(s) of property authorized by or conducted by Buyer. Buyer shall pay for any and all necessary repairs to restore property to its condition prior to inspection(s) or shall reimburse Seller for actual cost of such restoration.

34. BUYER ACCEPTANCE OF CONDITION: If Buyer elects to close regardless of conditions disclosed in due diligence period, Buyer shall be deemed to have accepted property in its AS IS condition. Buyer hereby knowingly waives, releases and relinquished any and all claims or causes of action against Brokers, their officers, directors, employees and/or their agents for condition of property.

35. SHOWINGS: Seller agrees not to allow property to be shown after inspection contingency is removed or has expired.

36. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA): If sale price of residence exceeds \$300,000.00, parties to Agreement will be bound by FIRPTA requirements and must complete addendum for FIRPTA.

37. LEGAL COUNSEL RECOMMENDATION: BROKER(S) RECOMMEND(S) THAT ALL PARTIES TO THIS AGREEMENT RETAIN AN ATTORNEY TO PROTECT THEIR INTERESTS.

38. OTHER TERMS AND CONDITIONS:

BUYER SIGNATURE AND ACKNOWLEDGEMENT OF RECEIPT: Buyer hereby makes this offer with terms and conditions contained herein.

Witness Buyer

Date Buyer

SELLER SIGNATURE: Seller hereby agrees to terms and conditions contained herein. Seller acknowledges receipt of a copy of Agreement.

Witness Seller

Date Seller

BUYER SIGNATURE AND ACKNOWLEDGEMENT OF RECEIPT: Buyer by signing below acknowledges receipt of Seller's signed acceptance of Agreement or shall constitute a final acceptance of Seller's counteroffer.

Witness Buyer

Date Buyer

Buyer(s) Initials

Seller(s) Initials

ADDENDUM TO OFFER TO PURCHASE REAL ESTATE

Date: \_\_\_\_\_, covering Property located at, and described

as: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

by \_\_\_\_\_ as Purchaser(s)

and \_\_\_\_\_ as Seller(s),

this Addendum to be part of and incorporated thereto in the attached Offer to Purchase Real Estate.

The following is / are to be considered as part of the above referred to Offer to

Purchase Real Estate:

Witness:

\_\_\_\_\_

\_\_\_\_\_

Purchaser(s)

\_\_\_\_\_

\_\_\_\_\_

Witness:

\_\_\_\_\_

\_\_\_\_\_

Seller(s)

\_\_\_\_\_

\_\_\_\_\_

# SELLER'S DISCLOSURE STATEMENT

Property Address: \_\_\_\_\_  
 Street  City, Village, Township  State

Seller has lived in the residence on the property from \_\_\_\_\_ to \_\_\_\_\_  
 Seller has owned the property since \_\_\_\_\_.

**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, 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. The Seller is 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. 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(S):** (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 listed below are included in the sale of the property only if the purchase agreement provides.)

	YES	NO	UNKNOWN	NOT AVAILABLE		YES	NO	UNKNOWN	NOT AVAILABLE
Range/Oven					Lawn Sprinkler				
Dishwasher					Water Heater				
Refrigerator					Plumbing System				
Hood/Fan					Well & Pump				
TV Antenna, TV Rotor & Controls					Water Softener/Conditioner				
Electrical System					Sump Pump				
Garage Door Opener & Remote Control					Septic Tank & Drain Field				
Alarm System					City Water System				
Intercom					City Sewer System				
Central Vacuum					Wall Furnace				
Attic Fan					Humidifier				
Pool Heater, Wall Liner, & Equipment					Central Air Conditioning				
Central Heating System					Solar Heating System				
Microwave					Electronic Air Filter				
Trash Compactor					Fireplace & Chimney				
Ceiling Fan					Wood Burning System				
Dryer					Washer				
Sauna/Hot Tub									

**EXPLANATIONS:** (Attach additional sheets if necessary) \_\_\_\_\_

***Unless otherwise noted, all household appliances are sold in working order except as noted, without warranty beyond date of closing.***

*A conscientious effort has been made as to the accuracy of this material. Neither the author, nor the publisher, will assume any liabilities for its use.*

## SELLER'S DISCLOSURE STATEMENT *CONTINUED*

### PROPERTY CONDITIONS, IMPROVEMENTS, AND ADDITIONAL INFORMATION:

1. BASEMENT/CRAWL SPACE: Has there been evidence of water .....  Yes  No  Unknown  
If yes, explain: \_\_\_\_\_
2. INSULATION: Urea Formaldehyde Foam Insulation (UFFI) is installed? .....  Yes  No  Unknown  
In exterior walls? .....  Yes  No  Unknown  
In ceiling/attic? .....  Yes  No  Unknown  
In other areas? .....  Yes  No  Unknown
3. ROOF: Any leaks? .....  Yes  No  Unknown  
Any existing fire retardant treated (FRT) plywood? .....  Yes  No  Unknown  
Approximate age, if known: \_\_\_\_\_
4. WELL: Type of Well (depth/diameter, age repair history, if known): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Has the water been tested? .....  Yes  No  Unknown  
If yes, date of last report and results: \_\_\_\_\_
5. SEPTIC TANKS/DRAIN FIELDS: Is the system functioning properly? .....  Yes  No  Unknown  
If no, explain: \_\_\_\_\_  
If septic, when was the system last pumped? \_\_\_\_\_
6. HEATING SYSTEM: Is heat supplied to all furnished rooms? .....  Yes  No  Unknown  
Type: \_\_\_\_\_ Approximate Age: \_\_\_\_\_
7. PLUMBING SYSTEM: Is the system in working condition? .....  Yes  No  Unknown  
Type:  Copper  Galvanized  Other \_\_\_\_\_
8. ELECTRICAL SYSTEMS: Does the system meet existing code requirements? .....  Yes  No  Unknown  
Any known problems: \_\_\_\_\_
9. INFESTATION: Any current infestations or existing damage? .....  Yes  No  Unknown
10. ENVIRONMENT PROBLEMS: Are there any substances, materials, or products that may be an environmental hazard (including, but not limited to, asbestos, radon gas, lead-based paint, underground storage tanks for fuel or chemicals, formaldehyde) on or affecting the property? .....  Yes  No  Unknown  
If yes, explain: \_\_\_\_\_
11. FLOOD INSURANCE: Do you have flood insurance on the property? .....  Yes  No  Unknown
12. MINERAL RIGHTS: Do you own the mineral rights of the property? .....  Yes  No  Unknown

### OTHER ITEMS. ARE YOU AWARE OF ANY OF THE FOLLOWING:

1. Features of the property shared in common with the adjoining landowners (walls, fences, roads, driveways, etc.) whose use or responsibility for maintenance may have an effect on the property? .....  Yes  No  Unknown
2. Any encroachments, easements, zoning violations, or nonconforming uses? .....  Yes  No  Unknown
3. Any "common areas" (pools, tennis courts, walkways, or other areas co-owned with others), or a homeowners' association that has any authority over the property? .....  Yes  No  Unknown
4. Structural modifications, alterations, or repairs made without necessary permits? .....  Yes  No  Unknown
5. Settling, flooding, drainage, structural, or grading problems? .....  Yes  No  Unknown
6. Major damage to the property from fire, wind, floods, or landslides? .....  Yes  No  Unknown
7. Farm or farm operation in the vicinity, or proximity to a landfill, airport, etc? .....  Yes  No  Unknown
8. Any outstanding utility assessments or fees? .....  Yes  No  Unknown
9. Any outstanding municipal assessments or fees? .....  Yes  No  Unknown
10. Any pending litigation that could affect the property or selling of the property? .....  Yes  No  Unknown

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

**The Seller has indicated 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 the Buyer.**  
*A conscientious effort has been made as to the accuracy of this material. Neither the author, not the publisher, will assume any liabilities for its use.*

## SELLER'S DISCLOSURE STATEMENT *CONTINUED*

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**NOTE:**

Seller(s) may wish to disclose the condition of other buildings on the property on a separate RESIDENTIAL PROPERTY DISCLOSURE FORM.

**NOTE:**

Buyer(s) should obtain professional advice and inspections of the property to more fully determine the conditions of the property. Buyer(s) are also 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 such information should contact the Local Department of State Police, Central Criminal Records Exchange. Also, Buyer(s) are advised that the State equalized value of the property, homestead exemption information and other real property tax information is from the appropriate local assessor's office. Buyer(s) should not assume that Buyer's future tax bills on the property will be the same as the Seller's present tax bills. Under state law, real property tax obligations can change significantly when property is transferred.

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The Seller(s) acknowledge having carefully examined this statement, including any comments continued on the reverse side, and state that this statement is complete and accurate as of the date signed. At or before settlement, the Seller(s) will be required to disclose any material change in the physical condition of the property.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

The Buyer(s) acknowledge receipt of a copy of this disclosure statement. The Buyer(s) acknowledge that the Seller(s) make no presentation with respect to any matters which may pertain to parcels adjacent to the subject property and should exercise whatever due diligence deemed necessary with respect to adjacent parcels in accordance with terms and conditions as may be continued in the real estate purchases contract, but in any event proper to settlement

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date



# DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Property Address: \_\_\_\_\_  
Street City, Village, Township State

## 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 in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. 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

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_  
\_\_\_\_\_

(ii) \_\_\_\_\_ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller (check (i) or (ii) below):

(i) \_\_\_\_\_ 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 below).

\_\_\_\_\_  
\_\_\_\_\_

(ii) \_\_\_\_\_ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

## PURCHASER'S ACKNOWLEDGMENT (initial)

(c) \_\_\_\_\_ Purchaser has received copies of all information listed above.

(d) \_\_\_\_\_ Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.

(e) Purchaser has (check (i) or (ii) below):

(i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

## AGENT'S ACKNOWLEDGMENT (initial)

(f) \_\_\_\_\_ Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

## CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date