

**CASH TO NEW MORTGAGE/SUBJECT TO SALE**

NORTH OAKLAND COUNTY BOARD OF REALTORS®

DATE: \_\_\_\_\_

**THE UNDERSIGNED** hereby offers and agrees to purchase the following land situated in the **Twp of** \_\_\_\_\_, \_\_\_\_\_ **County, Michigan**, described as follows:

being known as \_\_\_\_\_ together with all improvements and appurtenances, including all **lighting fixtures, shades, Venetian blinds, curtain rods, traverse rods, storm windows and storm doors, screens, awnings, TV antenna, Rototenna, garage door opener and transmitters, if any now on the premises (if water softener is on the premises, it  IS  IS NOT included)** and \_\_\_\_\_

**and to pay therefore, the sum of** \_\_\_\_\_ **Dollars (\$\_\_\_\_\_)** subject to the existing building and use restrictions, easements, and zoning ordinances, upon the following conditions:

**1. THE SALE TO BE CONSUMMATED BY:** Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made by certified check or its equivalent. This offer is contingent upon the Purchaser being able to secure a \_\_\_\_\_ mortgage in the amount of \$\_\_\_\_\_ for a term of \_\_\_\_\_ years and pay (\$\_\_\_\_\_ ) down plus mortgage costs, prepaid items, and adjustments in cash. Purchaser agrees to apply for such mortgage within \_\_\_\_\_ days from acceptance of this offer at his own expense . If a commitment for such mortgage cannot be obtained within \_\_\_\_\_ days from date of acceptance, at the Seller's option, this offer can be declared null and void and deposit shall be returned.

**2.** The Seller shall deliver and the Purchaser shall accept possession of said property, subject to the rights of the tenants, if any. If the Seller occupies the property it shall be vacated on or before \_\_\_\_\_ days after closing. From the day after closing through the day of vacating the property, Seller shall pay the sum of \$\_\_\_\_\_ **per day. The broker shall retain from the amount due Seller at closing the sum of \_\_\_\_\_ as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker. Broker has no obligation implied or otherwise for seeing that the premises are vacated on the date specified, or for the condition of the premises etc., but is acting only as an escrow agent for holding of the occupancy deposit.**

**Until possession is delivered, Seller agrees to keep the property in substantially the same condition as of the date of this offer and agrees to maintain heating, sewer, plumbing and electrical systems and any built-in appliances and equipment in normal working order, to keep the roof watertight and maintain the grounds. Seller further agrees to keep all utility services (electric, gas and water) operating until date of closing.**

**In the event the property herein has been winterized, it shall be the obligation and expense of \_\_\_\_\_ dewinterize the property prior to closing. It is mutually agreed that Purchaser may walk through and view the property within 72 hours prior to closing by arranging for an appointment through the listing broker.**

**3.** The Broker is hereby authorized to make this offer and the deposit of \$\_\_\_\_\_ Dollars in the form of \_\_\_\_\_, shall be held by him under Act No. 339.2512 and applied on the purchase price if the sale is consummated. An additional sum of \$\_\_\_\_\_ is to be deposited by Purchaser as earnest money, with Broker on or before \_\_\_\_\_. In consideration of the Broker's effort to obtain the Seller's approval, it is understood that this offer is irrevocable for three (3) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser.

**4.** In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture and retain the deposit as liquidated damages. In the event of default by the Seller hereunder, the Purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this offer.

**5.** As evidence of title, at Seller's expense, Seller agrees to furnish Purchaser, a commitment for a policy of title insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this offer. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the Purchaser agrees to complete the sale within ten days after issuance of the Commitment of title insurance, and obtaining of mortgage commitment indicated in paragraph 1.

6. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date he is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this offer if unable to remedy the title or obtain title insurance. If the Seller remedies the title or obtains such title policy within the time specified, the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this offer.

7. All taxes and assessments which have become a lien upon the land, whether recorded or not recorded, at the date of this offer shall be paid by the Seller. Current taxes, water and sewer usage bills, rents, and association or condo fees, if any, shall be prorated and adjusted as of the date of closing. (Taxes in accordance with the due date basis of the municipality or taxing unit in which the property is located.) Prorations shall be based on a 365 day year with purchaser being responsible for date of closing. Purchaser agrees to reimburse seller for cost of fuel remaining in tanks at time possession is turned over. Cost to be based on last delivery.

8. The covenants herein shall bind and inure to the benefits of the personal representatives, conservators, successors and assigns of the respective parties.

9. The closing of this sale shall take place at the office of the listing broker or at a location designated by him. Closing to be on or about \_\_\_\_\_.

10. This offer supersedes any and all understandings and agreements, and when accepted, shall constitute the entire agreement between the parties hereto, and no oral representations or statements shall be considered a part hereof.

**11. Purchaser understands and acknowledges that he is purchasing in an "as is" condition and that neither the Seller nor Broker make any warranties as to the land and structure purchased or the condition thereof. Purchaser acknowledges that he has inspected the premises covered hereby and that he is satisfied with its condition, subject to the inspection provisions in paragraph 14.**

12. Purchaser acknowledges that he has received copies of and read the Sellers Disclosure Statement, Disclosure Regarding Real Estate Agency Relationships, and the Environmental Handbook prior to preparation of this offer. **Purchaser acknowledges the receipt of a copy of this offer.**

13. Purchaser and Seller acknowledge that they have been notified of the benefits of having the above premises covered by a Home Warranty Program, and are aware that the policy may be purchased mutually by both parties, or separately by either party.

14. Purchaser shall have \_\_\_\_\_ days from the date of the acceptance of this Offer to have the property inspected, at Purchaser's expense, as to substantial defects in the major component parts of mechanical systems including plumbing, electrical, heating, well and septic/sewer systems, and major structural repairs or replacements. Within these \_\_\_\_\_ days the Purchaser shall notify the Seller and Brokers, in writing with a copy of the written report specifying any substantial defects in these items. If no notice of substantial defect is received or no inspection is held within that inspection period, the right to an inspection shall be deemed waived and the Purchaser shall accept the property "as is." In the event of a timely and valid notice of substantial defect, Seller shall have the option to either fix the defect or terminate this Agreement with full refund of the earnest money deposit, provided that Seller shall exercise such option in writing with notice to both the Broker and the Purchaser within seven days of the receipt of the notice from the Purchaser. If the Seller elects to fix the defect, the notice of such election shall specify the manner of repair and the Seller shall pledge to have the repair completed within fourteen days from the date of notice.

15. Purchaser and Seller acknowledge that the Broker, its agents or representatives, have made no representations concerning the property's condition, method of sale or financing, rights or remedies of Mortgagors, Mortgagees, Land Contract Vendors or Vendees or any financing insurance arrangements except those contained herein. This acknowledgment shall survive the closing of this transaction.

**16a.** Seller represents that, to the best of seller's knowledge, the well water is potable and that the well and septic system, if any, are in good working order. Purchaser  **does**  **does not** want water tested at purchaser's expense.

**16b.** The Broker will retain from the Sellers' proceeds a minimum of \$ \_\_\_\_\_ for the final water-sewer usage bill. These sums are to be held by the listing broker until final paid bill is surrendered to Broker. It is the obligation of the Seller to take such final water meter readings and furnish paid bill to Broker in accordance with the terms of this escrow agreement. In the event that Seller fails to provide said paid bill within 45 days of closing this transaction, Broker may pay the amount owed and send the balance to Seller at the forwarding address provided at closing.

**17.** ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT, OR THE BREACH THEREOF (INCLUDING DISPOSITION OF PURCHASER'S DEPOSIT FUNDS) SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

**18. THIS IS A LEGAL DOCUMENT AND THE REALTOR RECOMMENDS THAT ALL PARTIES TO THIS AGREEMENT RETAIN AN ATTORNEY TO PROTECT THEIR INTEREST IN THIS TRANSACTION.**

**19.** This offer is subject to the sale of the Purchaser's home located at: \_\_\_\_\_ within \_\_\_\_\_ days from the date of final acceptance by all parties hereto. It is mutually agreed between Purchasers and Sellers that \_\_\_\_\_ shall continue to remain on the market for purpose of sale.

In the event another offer is accepted by the Sellers, the Sellers agree to immediately deliver written notice to the Purchasers, and/or the office of Selling Broker, advising them of same. The Purchasers shall have \_\_\_\_\_ hours from the time of said delivery to provide a fully executed Purchase Agreement on Purchasers home. In the event the Purchasers home has not sold, the Purchasers reserve the right (subject to their supplying data, satisfactory to seller, proving their qualifications to proceed with their purchase, according to the terms of the Purchase Agreement, without selling their home) to remove this contingency within above specified \_\_\_\_\_ hours and proceed with purchase. Should the Purchasers not deliver written notice of "Contingency Removal" to the Sellers, and/or the Listing Broker within the specified time, this Offer shall become null and void and deposit money shall be returned in full to the Purchasers. Any written notice tendered by either party shall bear the time and date of receipt and signature of recipient property witnessed. Sellers hereby  do  do not give listing broker authorization to reveal the existence of this contingent Purchase Agreement.

**20.** This offer to Purchase is contingent upon the closing of Purchaser's home known as \_\_\_\_\_ on or before \_\_\_\_\_. Seller represents that he has had the opportunity to inspect Purchase Agreement on Purchaser's home. In the event Purchaser's home does not close, this Purchase Agreement is null and void and earnest monies deposited will be refunded in full. Purchaser will waive this contingency in writing upon closing.

**21.** In the event Seller makes any written changes in any of the terms and conditions of this offer, such changes shall constitute a counter-offer to Purchaser which shall expire at \_\_\_\_\_. Seller reserves the right to accept any other offer prior to Purchaser's acceptance of said counter offer.

ADDITIONAL CONDITIONS, if any:

IN PRESENCE OF and DATED \_\_\_\_\_:

Purchaser:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BROKER'S ACKNOWLEDGEMENT OF DEPOSIT**

Received from the above named Purchaser the deposit money above mentioned, which will be applied as indicated in paragraph 3, or will be returned forthwith if the foregoing offer and deposit is declined.

By \_\_\_\_\_

ID # \_\_\_\_\_

This is a co-op sale on a \_\_\_\_\_ basis between \_\_\_\_\_ and \_\_\_\_\_.

**ACCEPTANCE - TO THE ABOVE NAMED PURCHASER AND BROKER:** The foregoing offer is accepted in accordance with the terms stated, and upon consummation Seller hereby agrees to pay the Broker for services rendered a commission of \_\_\_\_\_ Dollars or (\_\_\_\_\_) percent the sale price, which shall be due and payable at the time set in said offer for the consummation of the sale. By the execution of this instrument, the Seller acknowledges the receipt of a copy of this agreement.

IN PRESENCE OF AND DATED \_\_\_\_\_: Seller:  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned Purchaser hereby acknowledges receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.

DATED: \_\_\_\_\_

**DISCLAIMER:** This form is provided as a service of the North Oakland County Board of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The North Oakland County Board of REALTORS® is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.