

Seller's Disclosure Statement

Property Address: _____ MICHIGAN
 Street 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 substitution 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 listed below are included in the sale of the property only if the purchase agreement so provides.)

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

Explanations (attach additional sheets if necessary):

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property conditions, improvements & additional information:

1. **Basement/Crawlspace:** Has there been evidence of water? yes _____ no _____
If yes, please explain: _____
2. **Insulation:** Describe, if known: _____
Urea Formaldehyde Foam Insulation (UFFI) is installed? unknown _____ yes _____ no _____
3. **Roof:** Leaks? yes _____ no _____
Approximate age if known: _____
4. **Well:** Type of well (depth/diameter, age and repair history, if known): _____
Has the water been tested? yes _____ no _____
If yes, date of last report/results: _____

BUYER'S INITIALS _____
SELLER'S INITIALS _____

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5. **Septic tanks/drain fields:** Condition, if known: _____
6. **Heating system:** Type/approximate age: _____
7. **Plumbing system:** Type: copper _____ galvanized _____ other _____
Any known problems? _____
8. **Electrical system:** Any known problems? _____
9. **History of Infestation,** if any: (termites, carpenter ants, etc.) _____
10. **Environmental problems:** Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on property.
Unknown _____ yes _____ no _____

- If yes, please explain: _____
11. **Flood Insurance:** Do you have flood insurance on the property? unknown _____ yes _____ no _____
12. **Mineral Rights:** Do you own the mineral rights? unknown _____ yes _____ no _____

- Other Items:** Are you aware of any of the following:
- Features of property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property? unknown _____ yes _____ no _____
 - Any encroachments, easements, zoning violations or nonconforming uses? unknown _____ yes _____ no _____
 - 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 _____
 - Structural modifications, alterations, or repairs made without necessary permits or licensed contractors? unknown _____ yes _____ no _____
 - Settling, flooding, drainage, structural, or grading problems? unknown _____ yes _____ no _____
 - Major damage to the property from fire, wind, floods, or landslides? unknown _____ yes _____ no _____
 - Any underground storage tanks? unknown _____ yes _____ no _____
 - Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.? unknown _____ yes _____ no _____
 - Any outstanding utility assessments or fees, including any natural gas main extension surcharge? unknown _____ yes _____ no _____
 - Any outstanding municipal assessments or fees? unknown _____ yes _____ no _____
 - 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 conditions 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. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.

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 SUCH 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 _____

Disclaimer: This form is provided as a service of Michigan Realtors®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. Michigan Realtors® is not responsible for use or misuse of form for misrepresentation or for warranties made in connection with the form.



PERSONAL PROPERTY SHEET

In connection with sale of _____
Property Address

This agreement is a part of the Purchase Agreement dated: _____. The following list of personal property is included in the purchase price and is conveyed as is with no warranty either expressed or implied, such property being of no monetary value:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

It is hereby understood that the list and selling offices do not warrant or guarantee the condition, age, operation or any other material fact regarding the above items.

Further, Seller(s) and Purchaser(s) hereby release and hold harmless the listing and selling offices and its agents free from any cost or liabilities that may occur in connection therewith.

The Seller(s) agree to convey to the Purchaser(s) the above personal property on consummation of this real estate sale.

Dated Seller

Witness Seller

Dated Buyer

Witness Buyer



DISCLOSURE OF INFORMATION AND
ACKNOWLEDGEMENT OF LEAD-BASED PAINT AND/OR
LEAD-BASED PAINT HAZARDS



Our Home At _____ Was Built In: _____ Dated: _____

Seller: _____ Seller: _____

Lead Warning Statement:

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 in notified that such property might present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

NOTE: IF THE HOUSING BEING LISTED OR SOLD WAS BUILT IN 1978 OR AFTER - YOU DO NOT HAVE TO FILL OUT THE REMAINDER OF THIS FORM.

Seller's Disclosure (initial)

(A) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing. (Explain)

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 one below):

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):

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

Purchaser's Acknowledgement (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 one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards, or...

Waived the opportunity to conduct a risk assessment for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgement (initial)

(F) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibilities 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: _____ Purchaser: _____ Date: _____

Seller: _____ Date: _____ Purchaser: _____ Date: _____

Agent: _____ Date: _____ Agent: _____ Date: _____

Note: Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet Protect Your Family From Lead In Your Home for more information.

Lead Base Paint

(08/97)

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