



The purpose of this package is to assist you in the sale of your own home without the services of an attorney or a realtor. Please understand that the employees of Title House Agency are not permitted to answer legal questions, give legal advice, or answer questions on how to fill out the real property forms included in this kit. We at Title House Agency recommend that you obtain the advice of an attorney to represent your interest. We at Title House Agency also recommend that you use the services of a realtor to obtain the highest price possible for your property.

Included in this package are the following:

- ☐ Purchase Agreement
- ☐ Seller's Disclosure Statement required under Michigan Law
- ☐ Lead Based Paint Disclosure

After you have completed the Purchase Agreement and both the Buyer and Seller executed it, you will want to bring it in to our office, or contact us at orders@titlehouseagency.com or use our online order form www.titlehouseagency.com to order a title insurance commitment. The title insurance commitment satisfies the Seller's obligation to prove that they own the property they intend to sell. The price for the title insurance commitment is determined by the sale price of the real property. We can also give you an estimate of its cost when you call. Once the title commitment is completed, we will call you so that you may schedule a closing date. The escrow department will need each of the above-described documents included in this kit filled out and delivered to the escrow department at least 4 to 5 days before a closing to prepare the closing documentation. However, if the Buyer is obtaining a new mortgage the time for closing will likely be determined by the Buyer's Lender. It will probably take them longer to approve the mortgage than it will take Title House Agency to prepare the commitment for title insurance.

We look forward to doing business with you,

Title House Agency



TITLE HOUSE

TIPS FOR SELLING YOUR HOME

GENERAL

- ☐ A fresh coat of paint is fast, easy, and affordable –consider repainting the kitchen, bathrooms, bedrooms, and other areas
- ☐ Use a neutral color scheme when making any decorating choices
- ☐ Neatness makes a home look bigger; avoid clutter
- ☐ Avoid too many personal items, such as family photos
- ☐ Cleanliness counts
- ☐ Make sure all closets and shelving units are straightened

KITCHEN

- ☐ Make sure it is bright and attractive
- ☐ Consider new window treatments
- ☐ If the flooring is badly worn, replace it
- ☐ Replace any loose or cracked tiles on counters and walls
- ☐ Avoid leaving dirty dishes in the kitchen sink or on the counters
- ☐ Clean and uncluttered counters, add a sense of spaciousness

BATHROOM

- ☐ Repair any dripping faucets
- ☐ Always hang fresh, clean towels in the bathrooms
- ☐ Remove any stains from toilets, sinks, bathtubs and showers
- ☐ Clean this room every morning
- ☐ Updating old fixtures can make a big difference
- ☐ Unclog sinks, bathtubs or showers that drain slowly

LIVING AREAS / BEDROOM

- ☐ Make sure wall surfaces are in good shape – repair all cracks and nail holes
- ☐ Make sure the windows are in good condition; replace cracked or broken glass/torn screens and wash the windows
- ☐ Also, make sure windows open and close smoothly
- ☐ Check ceilings for leak stains
- ☐ Replace faded curtains or bedspreads
- ☐ If you have a fireplace, clean it out and put in fresh logs
- ☐ Replace burned-out light bulbs and make sure light switches work
- ☐ Clean floors and vacuum rugs and carpeting
- ☐ Fix any doors or sliding glass doors that stick
- ☐ Keep toys inside children's rooms in orderly fashion



GARAGE

- ☐ Clean out your garage
- ☐ Dispose of anything you are not going to move
- ☐ Make sure the garage door opener is in good working condition

OUTSIDE

- ☐ Make sure the front door and entry area are clean
- ☐ Repaint the front door if necessary
- ☐ Keep the lawn and shrubs trimmed and neat looking
- ☐ The proper landscaping can add an attractive and inviting touch
- ☐ Sweep walkways and driveways
- ☐ Consider painting or touching up your house
- ☐ Check the roof and gutters

Contact us for more information on the home selling process and to learn more about our company. 😊



SOLD – AFTER A PURCHASE AGREEMENT IS SIGNED

You've found a house, or a buyer has found yours and everyone has agreed on a price. So, what happens between now and the time it becomes legally owned by you or another party? We understand the home-buying process can be a little confusing. So, we've put together this information to help you better understand what happens after the sold sign is posted.

Step One – Earnest Money

Earnest money is a deposit made by the purchaser as a sign of good intent to purchase the property. An agreement to convey (or transfer the title) starts the process once it is received at the title company along with the earnest money. Loan application is made by the buyer, and approval is usually subject to a credit check, an appraisal and, sometimes, a survey of the property.

Step Two – Tax Check

The title company then determines what taxes are owed on the property. The various assess or collectors are contacted by the title company.

Step Three – Title Search

Copies of documents are gathered from various public records: deeds, deeds of trust, various assessments and matters of probate, heirship, divorce, and bankruptcy are addressed.

Step Four – Examination

The title company now verifies the legal owner and the debts owed by the owner.

Step Five – Document Preparation

Appropriate forms are prepared for the transfer of title and settlement, or the formal transfer of ownership (commonly referred to as the closing).

Step Six – Settlement

An escrow officer oversees the closing of the transaction: the seller signs the deed, the buyer signs a new mortgage, the old loan is paid off and the new loan established. The seller, real estate professionals, attorneys, surveyors, title company and others performing services for the buyer and seller is paid. Additionally, title insurance policies will then be issued to you and your lender.

REAL ESTATE PURCHASE AGREEMENT

1. The undersigned, hereinafter described as Purchaser, hereby offers and agrees to purchase the following real estate on the terms and conditions hereinafter set forth.

_____ Michigan.

Tax ID Number:

Together with all improvements, appurtenances, if any, including all built-in equipment, all lighting fixtures, shades, attached carpeting, attached mirrors, TV antenna and rotor, storm doors, storm windows, screens, awnings, sump pump, mail boxes, all curtains, drapes and window dressings.

now in and on the premises and subject to building and use restrictions, zoning ordinances and easements, if any. Further, Purchaser is satisfied that property can be used in accordance with Purchaser's intentions.

PURCHASE PRICE _____ (\$ _____) Dollars.

2. ☐ **CASH SALE.** Purchase price to be paid in cash or by certified check.

☐ **CASH SALE WITH NEW MORTGAGE.** Purchase price to be paid in cash or by certified check subject to purchaser obtaining a _____% _____ mortgage. Purchaser agrees he will apply for the mortgage within _____ days from the acceptance of this offer. If financing is not obtained, the deposit shall be fully refunded.

☐ **SALE TO EXISTING MORTGAGE OR LAND CONTRACT.** Purchase price to be paid in cash or by certified check, less the amount owing upon an existing mortgage or land contract of the approximate amount of \$ _____, payable in monthly payments of \$ _____, or more and including interest at _____%. which Purchaser agrees to assume and pay. The principal and interest payment is \$ _____ and escrow for taxes and insurance is \$ _____. Purchaser agrees to purchase escrow account, if any, at closing. It is agreed and understood lender may enforce the "Due on Sale" clause.

☐ **SALE ON LAND CONTRACT.** \$ _____ in cash or certified check and the balance of \$ _____ in monthly payments for principal and interest of \$ _____ or more and including interest at _____% and shall be paid in full within _____ years. The escrow payment for taxes and insurance is approximately \$ _____. An escrow advance of approximately \$ _____ shall be paid at closing. Purchaser to supply credit report and employment verification subject to acceptance by seller. A late charge of _____% of installment payment shall be assessed on any installment received more than _____ days after due date.

3. **POSSESSION:** The seller shall deliver possession of the property within _____ days from the date of closing. Subject to the following tenants rights _____.

Use and Occupancy escrow held in the amount of \$ _____. (Possession) Rent of \$ _____ per day shall be charged from _____. Water escrow held in the amount of \$ _____.

4. **DEPOSIT:** The Broker is authorized to make this offer and the deposit of \$ _____ shall be held by it under Act 112 PA of 1960, Section 13 (j) and applied on the purchase price if the sale is consummated. If the offer is not accepted within _____ hours after the time hereof, the deposit shall be returned to the Purchaser.

5. **EVIDENCE OF TITLE:** As evidence of title, Seller agrees to furnish Purchaser as soon as possible, with a Commitment for Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance showing marketable title in the Seller in the condition required for performance of this Agreement.

6. **CLOSING:** This sale is to be consummated on or before _____, or earliest possible date as specified by lender.

7. **PRORATIONS:** All taxes due prior to date of closing shall be paid by Seller and prorated on date of

closing on a due date basis. All taxes will be prorated as though taxes are paid in advance. All rents shall be prorated on date of closing. Utilities and fuel bills shall be adjusted as of date of possession. Water bill will be adjusted as of date of (check one) ☐ closing ☐ possession. Taxes will be prorated, and provisions of this paragraph shall be interpreted and applied as if the amendments of law set forth in Public Acts 80 and 279 of 1994 did not exist.

8. **WATER & SEWR CONNECTIONS:** It is understood property has (check one) ☐ well ☐ city water and (check one) ☐ septic ☐ city sewer system. The Broker recommends purchaser have systems checked by licensed contractor or St. Clair County Health Department to insure in good working condition and no health hazard. The Broker makes no representations or warranties in reference to the above systems.

9. **SPECIAL ASSESSMENTS:** (check one) ☐ All special assessments, if any, shall be paid in full by Seller; ☐ All assessment payments due prior to and including date of closing shall be paid by seller. Purchaser shall assume the balance of the special assessments, in the approximate amount of \$_____. All other assessments, if any, shall be paid in full by seller. Tap in and connection charges to be paid in full by Seller.

10. **TITLE OBJECTIONS:** If the title is defective, Purchaser shall promptly give written notice to Seller and Seller shall have 30 days after delivery of such notice to remedy the title defects or obtain insurance specifically insuring against such defects. If Seller does not remedy such defects in the time specified, Purchaser may accept title as is or may cancel this agreement, in which case the deposit shall be immediately refunded to Purchaser.

11. **DEFAULT PURCHASER:** In the event of a default by the Purchaser of any terms herein, the Seller may, at his option, retain the deposit as liquidated damages or elect to enforce the terms thereof.

12. **DEFAULT SELLER:** If Seller defaults, Purchaser may, at his option elect to enforce the terms hereof, seek damages or receive an immediate refund of his entire deposit in full satisfaction of any claim he may have by reason of such default.

13. **PROPERTY INSPECTION:** Purchaser acknowledges that Broker has not made any representations or warranties about the property or its condition. In order to acknowledge the existence, accuracy and understanding of this fact, Purchaser has signed his initials hereto_____.

Broker recommends that Purchaser obtain an inspection of the electrical, structural, plumbing, heating, mechanical, roof, water and sewer systems, insect infestation, insulation. (Homes built prior to 1978 may have lead or lead solder present).

☐ Purchaser waives residential inspection and acknowledges that he has fully inspected the property or has had the opportunity to do so. In either event, the Purchaser accepts the property in "AS IS" condition. The Seller agrees that the property shall be in substantially the same condition at delivery of possession as it is on the date hereof.

☐ Purchaser requests the opportunity to conduct a residential inspection; such inspection shall be at Purchasers own cost and such inspection shall be completed within _____ days.

If no objection to the condition of the property is received by the Seller within such time, then Purchaser shall be deemed to have accepted the property in "AS IS" condition. Seller agrees that the property shall be in substantially the same condition at delivery of possession as it is on the date hereof.

14. **PURCHASER'S RECEIPT:** By the execution of this instrument, Purchaser hereby acknowledges the receipts of a copy of this contract.

15. **ENTIRE AGREEMENT:** We hereby acknowledge that this offer constitutes the entire agreement between the parties and that there are no representations or warranties, express or implied by the Broker or its independent contractors or the Seller upon which the Purchaser or Seller are relying, except those written herein.

16. **PROPERTY SURVEY:** The Parties acknowledge the recommendations of the Broker that the Purchaser have the property surveyed by a registered surveyor at his own expense.

☐ Purchaser requests survey. ☐ New. ☐ Recertified.

☐ Existing; to be provided by ☐ Purchaser ☐ Seller.

17. **ATTORNEY RECOMMENDED:** Purchaser and Seller hereby acknowledge the recommendations of the Broker that the Purchaser retain an attorney at his own expense, to pass on the marketability of the title of the property involved, and to ascertain that the required details in the sale thereof are strictly adhered to before the transaction is consummated.

☐ Purchaser requests that attorney _____ review Real Estate Purchase Agreement and Closing Documents.

☐ Purchaser waives attorney review. ☐ Seller requests that attorney _____ prepare Warranty Deed or Land Contract or _____ and review closing documents.

18. **HEIRS AND SUCCESSORS:** This Real Estate Purchase Agreement binds the Purchaser, Seller, their personal representatives and heirs and anyone succeeding to their interest in the property. Purchaser shall not assign this Agreement without Seller's written permission.

19. **AT CLOSING:** Purchaser and Seller agree to acknowledge the provisions of paragraphs 8, 13, 15, 16, 17 of this agreement on a form to be provided as "Agreement A", made a part of this agreement.

20. **RADON.** Property **has/has not** (circle one) been tested for radon. Purchaser requests test at his cost.

☐ Yes ☐ No

21. **CLOSING FEE:** Purchaser to pay \$75.00 minimum closing fee, except where the payment thereof shall be prohibited by law, in which case the escrow/closing fee shall be paid by Seller.

21. **ENVIRONMENTAL AUDIT:** Purchaser may request environmental audit, at purchaser's expense. Any environmental issue or problem known to Broker or sub-agent to be presented herein; _____

Purchaser Initials _____ Seller Initials _____

23. **CONTINGENCY OFFER:** It is understood that the closing upon this Agreement of Sale is contingent upon the sale of the Purchaser's present home located at _____. If Purchaser is to finance this transaction, he will get pre-approval within 10 days from the acceptance of this offer and final approval within 25 days from the date of receiving a bonafide offer on his home. Date of closing to be within 2 days of the closing of the sale of the Purchaser's home.

It is further understood that Seller will continue to offer this home for sale and a second Agreement of Sale may be accepted by the Seller.

A. ☐ The Seller upon receipt of another bonafide offer to purchase, acceptable to the Seller, shall give the Purchaser written notice to remove the contingency of the sale of Purchaser's home within _____ hours. If Purchaser fails to remove the contingency within _____ hours, this offer shall be null and void and the deposit fully refunded. If the contingency is removed the sale shall be closed within 30 days from the date of removal.

B. ☐ Prior to the removal of this contingency, the Seller upon receipt of another bonafide offer to purchase, acceptable to the Seller, may elect to accept said offer, and in so doing, this offer shall become null and void and the deposit fully refunded.

In the event this contingency is not removed by _____, this agreement shall be null and void, neither party shall be further obligated, and the deposit shall be fully refunded.

Purchaser Initials _____ Seller Initials _____

24. **ARBITRATION.**

Any claim or demand of Seller or Purchaser arising out of the agreement but limited to any dispute over the disposition of any earnest money deposits or arising out of or related to the physical condition of any property covered by this agreement, including without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the American Arbitration Association and the Michigan Association of REALTORS. This is a voluntary agreement between the Purchaser and the Seller. Failure to agree to arbitrate does not affect the validity of this agreement. A judgment of any circuit court shall be rendered on the award or determination made pursuant to this agreement. This agreement is specifically made subject to and incorporates the provisions of Michigan law governing arbitrations MCL 600.5001:MSA 27A.500 as amended, and the applicable court rules MCR 3.602, as amended. This agreement is enforceable as to all parties and broker/agents who have agreed to arbitrate as acknowledged by their signatures below. The terms of this provision shall survive the closing.

The parties do not wish to agree at this time to arbitrate any future disputes.

Purchaser Initials _____ Seller Initials _____

25. **AGENCY RELATIONSHIPS:** Purchaser and Seller understand the Real Estate Licensee Agency relationship and understand with regard to this transaction

The Listing Licensee is working as:

- ☐ Seller Agent
- ☐ Buyers Agent
- ☐ Dual Agent
- ☐ Transaction Coordinator

The Selling Licensee is working as a:

- ☐ Seller Agent
- ☐ Buyers Agent
- ☐ Dual Agent
- ☐ Transaction Coordinator

Buyer and Seller have reviewed the Disclosure regarding Real Estate Agency relationships. The Disclosure Form has been signed and added to this Agreement. The Seller Disclosure has also been signed and added to this Agreement.

Purchaser Initials _____ Seller Initials _____

26. **PERC TEST:** The Broker recommends Purchaser have a Perc test done prior to closing.

_____ Purchaser waives Perc test. _____ Purchaser request Perc test to be done prior to closing at Purchaser's expense.

27. VACANT LAND PURCHASE:

The Grantor grants, but does not warrant, to the Grantees the right to make _____ divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967. Purchaser should verify with the proper authorities that they can split the property in accordance with their intentions, prior to closing.

28. **LEAD-BASED PAINT DISCLOSURE:** The seller(s) hereby represent(s) that the property (check one):

☐ is non-residential property or residential property built in or after 1978 and, therefore, the federally mandated lead-based paint disclosures do not apply to this property; or

☐ is residential property built prior to 1978. If so please

A. Initial below:

_____ Seller acknowledges that he/she/it has received a copy of the form Responsibilities of Sellers Under the Residential Lead Based Paint Hazard Reduction Act, and has completed the Seller's Lead-Based Paint Disclosure form.

_____ Buyer has, prior to executing this Agreement, received a copy of the Seller's Lead-Based Paint Disclosure form completed by the Seller on _____, the terms of which are incorporated by reference. The Buyer also acknowledges the receipt of the pamphlet entitled Protect Your Family from Lead in Your Home.

B. Check One:

☐ Buyer shall have a _____ day opportunity after the date of this agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead-based paint hazards. (Federal regulations require a 10 day period or other mutually agreed upon period of time). If Buyer is not satisfied with the results of this inspection upon notice from Buyer to Seller in writing within this period, this agreement shall be terminated and any deposit shall be refunded to the Buyer.

☐ Buyer hereby waives his/her/its opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Dated _____ 20____ Time _____ Purchaser X _____

_____ Purchaser X _____

Witness

Purchaser's Res _____ Address _____

Telephones Work _____

BROKER'S ACKNOWLEDGMENT OF DEPOSIT

Received from the above named Purchaser, the deposit money shown in Paragraph #4, in the form of (☐ CASH OR ☐ CHECK)

_____, Broker By _____

This is a cooperative sale on a _____ basis with _____

ACCEPTANCE OF OFFER

We, the undersigned, the owners of the above described property hereby accept the foregoing offer in accordance with the terms stated and agree to sell and convey marketable fee simple title, and to pay THE BROKER a commission of \$ _____ (_____ % of the purchase price), which is due and payable at the consummation of this sale. In the event that the deposit is forfeited, we agree that THE BROKER shall retain 1/2 of the deposit, but not in amount in excess of the full commission, as full payment for services rendered.

The undersigned Seller acknowledges the receipt of an executed copy of this instrument and the deposit, and directs that the deposit be retained as provided or returned to the Purchaser as the case may be, in accordance with the terms of the agreement.

Dated _____ 20____ Time _____ SELLER X _____

Witness SELLER X _____

Seller's Res _____ Address _____

Telephones Work _____

COUNTER-OFFER

The following changes or conditions to the above agreement are hereby made by the Seller: _____

OTHER TERMS: All other terms to remain the same.

RIGHT TO ACCEPT OTHER OFFERS: Seller reserves the right to accept any other offer prior to Purchasers written acceptance of this counter-offer. Acceptance shall not be effective until personally received by the Seller.

EXPIRATION: This counter-offer shall expire unless a copy hereof with Purchasers written acceptance is delivered to Seller or his agent within _____ hours from date.

Dated: _____ Time: _____ SELLER X _____

Witness SELLER X _____

PURCHASER'S ACCEPTANCE OF COUNTER OFFER

We the undersigned, hereby agree to the foregoing offer in accordance with the terms stated.

Dated _____ Time _____ Purchaser X _____

Witness Purchaser X _____

SELLER'S RECEIPT OF ACCEPTED COUNTER-OFFER

The undersigned Seller hereby acknowledges receipt of the Purchaser's acceptance of the foregoing counter-offer.

Dated _____ Time _____ SELLER X _____

DISCLAIMER This form is provided as a service of the Huron Title Co. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. Huron Title Co. is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.

Seller's Disclosure Statement

Property Address _____

Street _____

City, Village or Township _____

MICHIGAN

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 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
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 compacter				
Ceiling fan				
Sauna/hot tub				

	Yes	No	Unknown	Not Available
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				
Wood burning system				

Explanation (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 and additional information:

- Basement/Crawlspace:** Has there been evidence of water? yes _____ no _____
If yes, please explain: _____
- Insulation:** Describe, if known: _____
Urea formaldehyde Foam Insulation (UFFI) is installed? unknown _____ yes _____ no _____
- Roof:** Leaks? yes _____ no _____
Approximate age if known: _____
- 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: _____
- Septic tanks/drain fields:** Condition, if known: _____
- Heating system:** Type/approximate age: _____
- Plumbing system:** Type: copper _____ galvanized _____ other _____
Any known problems? _____
- Electrical system:** Any known problems? _____
- History of infestation,** if any: (termites, carpenter ants, etc.) _____

Seller's Initials

Buyer's Initials

Seller's Disclosure Statement

Property Address: _____ MICHIGAN
Street City, Village or Township

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:

1. Features of the 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 _____

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. 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.

BUYER IS 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 ALSO 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 the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of the form for misrepresentation for for warranties made in connection with the form.



LEAD-BASED PAINT DISCLOSURE FOR RESIDENTIAL SALES ADDENDUM



DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

This Addendum is made by the undersigned BUYER and SELLER and is incorporated into and made a part of the Purchase and Sale Agreement between BUYER and SELLER (the "Agreement"). This Addendum is referenced in the Agreement and pertains to the following Property: _____.

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 (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.

Buyer's Acknowledgment (initial)

____ (c) Buyer has received copies of all information listed above.

____ (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

____ (e) Buyer has (check one below):

☐ 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

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

Licensee's Acknowledgment (initial)

____ (f) Licensee has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) 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 provided by the signatory is true and accurate.

_____ BUYER	_____ DATE	_____ SELLER	_____ DATE
_____ BUYER	_____ DATE	_____ SELLER	_____ DATE
_____ BUYER	_____ DATE	_____ SELLER	_____ DATE
_____ BUYER	_____ DATE	_____ SELLER	_____ DATE
_____ SELLING LICENSEE	_____ DATE	_____ LISTING LICENSEE	_____ DATE

Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.