



TRANSACTION CHECKLIST

Listing-Turn in at the Front Desk

Required Forms

- ☒ Disclosure Regarding Real Estate Agency Relationships (*Lease and Listing*)
 - ☒ Exclusive Right to Sell
 - ☒ Copy of MLS Sheet
-
- ☒ Seller's Disclosure Statement (*applies to residential, condo or multi-family*)
OR
 - ☐ Seller's Disclosure Statement for Vacant Land Only
-
- ☒ Lead Based Paint Disclosure Statement (*Lease and Listing*)
 - ☒ Showing Time - Showing Instructions
 - ☒ America's Preferred Home Warranty (*If applicable*)
 - ☒ Foreign Investment in Real Property Tax Act (FIRPTA) Addendum (*\$300K or more*)
 - ☒ Affiliated Business Arrangement Disclosure Statement (*If using Michigan Allied Title Agency*)

Short Sale Specific

- ☐ Short Sale Addendum to Listing Contract

Lease Specific

- ☐ Lease Form - Exclusive Right to Lease

Buying/Sale-Turn in to the MCA Office

Required Forms

- ☐ Purchase Agreement
- ☐ Copy of MLS Sheet
- ☐ Earnest Money Deposit Receipt Agreement
- ☐ Disclosure Regarding Real Estate Agency Relationships
- ☐ Exclusive Buyer Agency Contract (**Designated Agency**)
- ☐ Addendum to Offer to Purchase (**If Applicable**)
- ☐ Affiliated Business Arrangement Disclosure Statement (**If Using Michigan Allied Title Agency**)
- ☐ FHA/VA Addendum to Purchase Agreement (**If FHA/VA loan**)
- ☐ Customer Fraud Warning
- ☐ Lead Based Paint (**Lease and Buy**)
- ☐ Sellers Disclosure (**Signed by both parties**).

Lease Specific

- ☐ Disclosure Regarding Real Estate Agency Relationships-Lease Transaction
- ☐ Actual Lease Contract
- ☐ Lease Closing Statement



Michael Oberstadt
KW Showcase Realty
Cell: (248) 214-1309
michael@huronvalleyhomes.com



Residential Full

31890 Dohany, Farmington Hills 48336-1814

MLS#: **20230060569**
P Type: **Residential**
Status: **Active**

Area: **02231 - Farmington Hills**
DOM: **N/O/O**

Short Sale: **No**
Trans Type: **Sale**
ERTS/FS

LP: **\$328,000**
OLP: **\$328,000**



Location Information

County: **Oakland**
City: **Farmington Hills**
Mailing City: **Farmington**
Side of Str:
School Dist: **Farmington**
Location: **Ten Mile Road & Orchard Lake Road**
Directions: **I-96 south to Ten Mile, west to Dohany, north to address**

Square Footage

Sqft Source: **Public Records**
Est Fin Abv Gr: **1,908**
Est Fin Lower: **400**
Est Tot Lower: **864**
Est Tot Fin: **2,308**
Price/SqFt: **\$171.91**

Parking

Garage: **Yes**
Grg Sz: **2 Car**
Grg Dim:
Grg Feat: **Attached**

Layout

Beds: **3**
Baths: **1.1**
Rooms: **7**
Arch Sty: **Ranch**
Arch Lvl: **1 Story**
Site Desc:

Lot Information

Acreage: **1.56**
Lot Dim: **129x526**
Rd Front Ft: **129**

Contact Information

Name: **TEAM WITT**
Phone: **(517) 546-6440**

Waterfront Information

Wtrfrnt Name:
Water Facilities:
Water Features:
Water Frt Feet:

General Information

Year Built: **1960**
Year Remod:

Recent CH: **07/26/2023 : New : PS->ACTV**

Listing Information

Listing Date: **07/26/2023**
Activation Date: **07/26/2023**
Land DWP:
Protect Period: **90**
Terms Offered: **Cash, Conventional**
List Type/Level Of Service: **Exclusive Right to Sell/Full Service**
Srvcs Offered: **Arrange Appointments, Accept/Present Offers, Advise on Offers, Assist with Counteroffers, Negotiate for Seller**
Land Int Rate: **%**
Restrictions:
Land Payment:
Exclusions:
MLS Source: **REALCOMP**
Land Cntrt Term:
Possession:
Originating MLS#: **20230060569**
Close Plus 6-15 Days



Features

Pets Allowed: **Yes**
Foundation: **Basement**
Basement: **Partially Finished**
Exterior Feat: **Lighting**
Exterior: **Brick, Vinyl**
Fireplc Fuel:
Porch Type: **Patio, Porch**
Roof Material: **Asphalt**
Out Buildings: **Shed**
Appliances: **Dishwasher, Disposal, Dryer**
Interior Feat: **High Spd Internet Avail, Furnished - No**
Heat & Fuel: **Natural Gas, Forced Air, Wall/Floor Furnace**
Wtr Htr Fuel: **Natural Gas**
Water Source: **Public (Municipal)**
Entry Location: **Ground Level w/Steps**
Fndtn Material: **Block**
Cnstrct Feat:
Fireplace Loc: **Basement, Family Room, Living Room**
Fencing:
Cooling:
Road: **Paved**
Sewer: **Public Sewer (Sewer-Sanitary)**

Room Information

Room	Level	Dimen	Flooring	Room	Level	Dimen	Flooring
Bath - Full	First/Entry	8 x 6	Ceramic	Bath - Lav	First/Entry	3 x 4	Ceramic
Bedroom	First/Entry	12 x 9	Wood	Bedroom	First/Entry	10 x 13	Wood
Bedroom - Primary	First/Entry	12 x 14	Wood	Dining Room	First/Entry	13 x 9	Wood
Family Room	First/Entry	23 x 17	Carpet	Kitchen	First/Entry	18 x 17	Wood
Living Room	First/Entry	11 x 20	Carpet				

Legal/Tax/Financial

Property ID: **2322476019**
Ownership: **Standard (Private)**
Tax Summer: **\$3,362**
SEV: **\$134,830**
Legal Desc: **T1N, R9E, Sec 22 Farmington Hills Sub Lot 14**
Subdivision: **FARMINGTON HILLS SUB**
Occupant: **Owner**
Homestead: **Yes**
Existing Lease: **No**
Oth/Sp Asmnt: **64.00**
Home Warranty: **No**
Tax Winter: **\$687**
Taxable Value: **\$91,000**

Agent/Office Information

The listing broker's offer of compensation is made only to participants of the MLS where the listing is filed and to participants of any data share partner MLS.
Sub Ag Comp: **Yes: 3%**
Buy Ag Comp: **Yes: 3%**
Trn Crd Comp: **Yes: 3%**
Compensation Arrangements:
List Office: **BHHS Heritage Real Estate**
List Agent: **SALLY A WITT**
Co-list Agent: **DAVID WITT**
Access: **Lock Box**
LB Description:
LB Location: **Front Door**
List Office Ph: **(517) 546-6440**
List Agent Ph: **(810) 923-3096**
Co-List Agent Ph: **(810) 623-2031**



Public Remarks: **YOU WILL LOVE THIS CHARMING, WONDERFUL 3 BEDROOM RANCH NESTLED IN A PARK-LIKE SETTING! THE OPEN FLOOR PLAN AND DELIGHTFUL SUN-LIT ROOMS WELCOME EVERYONE WHO COMES TO VISIT! A FORMAL DINING ROOM MAKES GATHERINGS SPECIAL AND YOUR GOURMET CHEF WILL ENJOY THE KITCHEN WITH ALL APPLIANCES! IN EVERY SEASON THE THREE FIREPLACES, (LIVING ROOM, FAMILY ROOM AND LOWER LEVEL), WILL WARM YOU GET-TOGETHERS WITH YOUR MANY FRIENDS AND FAMILY! A SPACIOUS LOWER LEVEL AND ATTACHED GARAGE ARE WONDERFUL ADVANTAGES OF LIFE ON DOHANY DRIVE! ADD TO ALL THE BENEFITS: YOUR NEW HOME SITS ON 1.56 COUNTRY ACRES OFFERING NATURE AT ITS FINEST! NO HOA DUES, RULES OR FEES! LOCATION IS IMPORTANT AND YOU WILL HAVE EASY ACCESS TO THE GLORIOUS CITY OF FARMINGTON, OFFERING A WIDE SELECTION OF RESTAURANTS AND SHOPPING VENUES. FARMINGTON SCHOOLS ARE KNOWN FOR THEIR HIGH SCHOLASTIC STANDARDS. LIFE DOESN 'T GET ANY BETTER THAN THIS!**

REALTOR®

Remarks:

Buyers agent to verify all information. Agent needs to be present whenever client is at the house. Leave a card, turn off all lights and lock door when done showing. BATVAI

Michael Oberstadt | michael@huronvalleyhomes.com | Ph: (248) 360-2900



KW Home Realty
30500 Northwestern Hwy. Suite300,
Farmington Hills, MI 48334
Phone: 248-626-2100



Exclusive Right to Sell Contract



SELLER'S Name: Test Seller

SELLER'S Home Address: 2730 Union Lake Road,

Phone #: Home (248) 214-1309 Bus. _____

Commerce Twp, MI 48382

1. **CONSIDERATION AND TERM OF CONTRACT:** This Agreement is entered into this 2nd day of August, year 2023, by and between the above mentioned **REALTOR®/BROKER** ("The **REALTOR®/BROKER**") and the above mentioned **SELLER(S)** ("the **SELLER**") in consideration of the agreement of the **REALTOR®/BROKER** to market the Property hereinafter described and to use the best efforts to find a **BUYER**, the **SELLER** grants to the **REALTOR®/BROKER** the exclusive right to sell the Property from August 2nd, 2023 to 11:59 P.M. on November 30th, 2023.

2. **PROPERTY DESCRIPTION:** ☒ Residential ☐ Condominium ☐ Multi-Family ☐ Commercial/Industrial ☐ Vacant ☐ Other: _____
 Property is located in the ☐ Village ☐ Township ☐ City of Farmington Hills, County of Oakland,
 Michigan, commonly known as (street address) 31890 Dohany DR (zip code) 48336,
 Legal Description: T1N, R9E, Sec 22 Farmington Hills Sub Lot 14

the "Property"). This Property is being sold together with all improvements and appurtenance, if any, now in or on the premises including all buildings, fixtures, built in appliances, all window treatments including hardware, attached floor coverings, attached fireplace doors, screens, gas logs, garage door opener and controls, screens, storm windows and doors, landscaping, fences and mailboxes, all ceiling fans, alarm system, radio and television antennas, rotors and controls, water softener (unless rented), water pumps, pressure tanks, fuel in tank, incinerator, if any, and gas, oil and mineral rights owned by **SELLER**, and _____

SELLER excludes the following items: _____

3. **PRICE/TERMS:** **SELLER** agrees to sell the Property for the sum of \$ 328,000.00 to be paid upon terms specified in the **MLS LISTING FORM** of this contract or upon such terms and conditions as the **SELLER** may hereafter accept. **SELLER** to deliver possession not later than 15 days after closing of the sale, subject to the rights of tenants. Should **SELLER** not deliver possession of the Property at the closing, **SELLER** shall be required to pay a daily rate of \$ _____ or such other terms and conditions as the **SELLER** may hereafter accept.

4. **COMMISSION:** **SELLER** agrees to pay the **REALTOR®/BROKER** a commission of \$ _____ or ☒ 6 %- ☐ 7 %- ☐ 8 %- _____ % of the sale price upon the consummation of the sale. The commission will be due and payable if a **BUYER** is obtained for the Property by anyone including the **SELLER**, during the term of this contract at the price and terms set forth herein, or upon any other price and terms agreed upon by the **SELLER**. Further, said commission will be paid if:

A. the **SELLER** refuses to sell when a ready, willing and able **BUYER** is produced at price and terms.

B. the **SELLER** refuses or is unable to complete a sale pursuant to the terms of a duly executed Offer to Purchase, Purchase Agreement, Contract of Sale, or such other equivalent agreement signed by **SELLER**.

C. the **SELLER**, or anyone, sells (or enters into a contract to sell or receives a deposit) within 180 days from the termination or expiration of this contract to anyone to whom the Property has been shown or who has learned of the Property because of the **REALTOR®/BROKER'S** efforts which efforts are deemed to include, by way of example and not limitation, all methods of video, social networking or other digital methods/platforms utilized by **REALTOR®/BROKER**, during the terms of this contract.

It is agreed that the word "sale" shall include a trade or exchange or sale of ownership interest in any entity which owns the Property and that a commission will be due at the agreed upon amount or percentage of the exchange or trade value, as the case may be, and that in the event of a trade or exchange, the **REALTOR®/BROKER** is authorized to receive a commission or fee from both parties to the transaction provided disclosure thereof is made to all parties.

5. **DEFAULT:** If a sale is not consummated because of the **SELLER'S** refusal to perform, then the full commission shall be due and payable upon such refusal. If a sale is not consummated because of the **BUYER'S** failure to perform and the deposit made is forfeited, **SELLER** agrees that 50% of the deposit, not to exceed the full commission, shall be retained by the **REALTOR®/BROKER** in full payment for service rendered in this transaction.

6. **OPTION:** The **SELLER** agrees that the commission will be due and payable to the **REALTOR®/BROKER** if the **SELLER** enters into an option to purchase during the term of this contract or the protection period as provided upon the consummation of the sale/purchase pursuant to the option. If option is exercised and consummated, the agreed upon commission will be paid to the **REALTOR®/BROKER** on the option amount.

7. **CONSIDERATION NEGOTIATION:** The **SELLER** and the **REALTOR®/BROKER** acknowledge that they have negotiated the consideration contracted hereunder between themselves and that the commission to be paid by the **SELLER** in consideration of services to be performed by the **REALTOR®/BROKER** and commission to be paid was not fixed, controlled, recommended or maintained by any other person(s) or entity not a party to this contract.

8. **MULTI-LIST/COOPERATION:** The **SELLER** acknowledges that the services of the Multiple Listing Service(s), and the offering of cooperation and Compensation to other Participants has been fully explained and the **REALTOR®/BROKER** is authorized to multiple list the Property, and the Cooperating **BROKER** may represent the **BUYER** even though paid by **REALTOR®/BROKER**.

The **SELLER** authorizes the **REALTOR®/BROKER** to provide to the Multiple Listing Service(s) such information as they may require including but not limited to timely notice of status changes in this contract and sales information including selling price and terms upon the acceptance of an Offer to Purchase or any time after closing. The Multiple Listing Service(s) is authorized to disseminate the information according to its rules and regulations. The **SELLER** and **REALTOR®/BROKER** release the Multiple Listing Service(s) from any liability for errors and omissions in the listing information disseminated. The **SELLER** authorizes the **REALTOR®/BROKER** to offer cooperation as provided by the Multiple Listing Service(s) either through the Multiple Listing Service(s) or otherwise and to offer compensation to the cooperating **BROKER**. It is understood that compensation paid to a cooperating **BROKER** will be paid from the commission due the **REALTOR®/BROKER**, and will be in the amount of \$ 9840 or 3% as stated on the MLS Listing form, or as otherwise agreed in writing.

9. **AGENCY:** **SELLER** acknowledges that the **REALTOR®/BROKER** has explained to **SELLER** the **REALTOR®/BROKER** policy on agency, disclosed to **SELLER** the different types of real estate agency relationships, and that the seller hereby designate the Realtor below as the Sellers designated agent. **REALTOR®/BROKER** will be acting as a designated agent for the **SELLER**. Receipt of an Agency Disclosure is acknowledged by **SELLER**.

SELLER further grants the **REALTOR®/BROKER** the authorization to act as a disclosed dual agent in the event any licensee of the **REALTOR®/BROKER** procures a **BUYER** who has contracted with the **REALTOR®/BROKER** as **BUYER'S** agent.

SELLER authorizes **REALTOR®/BROKER** to show potential **BUYERS** properties other than the **SELLER'S** Property and provide **BUYERS** with information on selling prices in the area.

10. **TITLE:** **SELLER** represents the title Property to be good and marketable, and **SELLER** will execute and deliver a Warranty Deed, Land Contract, or other instrument of assignment or conveyance as shall be required. By agreement on subsequent Purchase Agreement, **SELLER** will furnish an owner's title insurance policy with standard exceptions. Any deed required shall have full covenants of warranty and conveyance thereunder and shall be free of all encumbrances and liens except restrictions, easements, reservations and covenants of record and (e.g. special assessments):

11. **SHOWINGS/SIGNS:** **REALTOR®/BROKER** is hereby authorized to photograph or video the Property and publish such photographs through any and all digit advertising platforms including social media platforms, retain a key, and cause a sign to be erected on the Property and to remove all other "for sale" signs. **REALTOR®/BROKER** shall have access to the buildings on the Property for the purpose of showing the same at reasonable hours. **ADVERTISING:** **REALTOR®/BROKER** is authorized to place Property information on the Internet and to otherwise advertise the Property for sale. **SELLER** shall indemnify and hold harmless **BROKER** and **BROKER'S** agents and subagents from any and all liability for any reason as a result of injury to person(s) or damage or loss to property arising out of the showing of **SELLER'S** home pursuant to this listing.

12. **LOCK BOX:** The **REALTOR®/BROKER** ☒ is ☐ is not authorized to attach a lock box to be used for the purposes of storing key(s) that provide access to the Property by authorized persons. **SELLER** acknowledges that the lock box is not a security system and agrees to release and hold harmless **REALTOR®/BROKER** and any agents or subagents of **REALTOR®/BROKER** from any liability whatsoever arising from the use of the lock box to provide access to the Property. (**SELLER'S** initials: TS)

13. **MARKET:** Upon **SELLER'S** written acceptance of the terms of any Offer to Purchase. Purchase Agreement, Contract of Sale, or equivalent, the **REALTOR®/BROKER** shall not continue to market the Property nor present any other offers received after the time of acceptance.

14. **REFERRAL:** **SELLER** agrees to refer to **REALTOR®/BROKER** all inquiries concerning the Property during the period of this contract.

15. **CITIZENSHIP:** **SELLER** is a United States citizen. ☒ yes ☐ no (**SELLER'S** initials: TS)

16. **HEIRS:** This contract shall bind the heirs, personal representatives, administrators, executors assigns and successors of the respective parties.

17. **NON-DISCRIMINATION:** It is agreed by **REALTOR®/BROKER** and **SELLER** that discrimination because of race, religion, color, national origin, sex, marital status, age, height, weight, or physical or mental disability, or familial status, with the sale of the subject Property is **PROHIBITED**.

18. **INFORMATION:** **SELLER** agrees to provide **REALTOR®/BROKER** or **BUYER** with all information required by any law.


19. **MARKETABLE TITLE:** The **SELLER(S)** represent and warrant that they are the exclusive holders of the interest to be conveyed hereunder, or that they are the duly authorized agents of the holders of said interest and are specifically empowered to enter into this contract and to convey the interest set forth.

20. **BINDING CONTRACT:** This contract shall be binding upon execution by **SELLER(S)** or **SELLER'S** agents and **REALTOR®/BROKER** or the agent of the **REALTOR®/BROKER**.


21. **OTHER:** _____

22. **COMPLIANCE FEE:** The **SELLER** shall pay a Compliance fee of \$395.00 to Keller Williams Market Center to comply with applicable federal and state statutes regarding storage and retention of all closing related documents.

23. **ACKNOWLEDGMENT:** The **SELLER** has read, acknowledges, and accepts the terms of this contract and has received a completed copy of this contract.

 Michael W Oberstadt 08/02/23
(**REALTOR®** name) Date
2730 Union Lake Road, Commerce Township, MI 48382
(Address)
KW Showcase Realty
For (**REALTOR®/BROKER** Firm)

(Rev.2/2021)

 Test Seller 08/02/23
(**SELLER** name) Date
2730 Union Lake Road, Commerce Twp, MI 48382
(Address)
Social Security # _____
(**SELLER** name) Date
(Address)

Seller's Disclosure Statement

Property Address: **31890 DOHANY DR**
Street

FARMINGTON HILLS
City, Village or Township

MICHIGAN 48336

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	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lawn sprinkler system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dishwasher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Refrigerator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hood/fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water softener/conditioner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Well & pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
TV antenna, TV rotor controls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Septic tank & drainfield	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Electric system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sump pump	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Garage door opener & remote	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	City water system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alarm System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	City sewer system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Intercom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Central air conditioning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Central heating system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attic fan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wall furnace	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pool heater, wall liner & equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Microwave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Electronic air filter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Trash compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Solar heating system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ceiling fan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fireplace & chimney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sauna/hot tub	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wood burning system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Washer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dryer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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:

- Basement/Crawlspace:** Has there been evidence of water? yes ☒ no ☐
If yes, please explain: water proofed 9/26/2019 none since
- Insulation:** Describe, if known: Urea Formaldehyde Foam Insulation (UFFI) is installed? unknown ☒ yes ☐ no ☐
- Roof:** Leaks? Approximate age if known: 15 years yes ☐ no ☒
- 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

Authentisign
TS

Seller's Disclosure Statement

Property Address 31890 DOHANY DR Street FARMINGTON HILLS City, Village or Township MI

5. Septic tanks/drain fields: Condition, if known: _____
6. Heating system: Type/approximate age: Gas Forced Air 1960
7. Plumbing system: Type: copper ☒ galvanized ☒ other _____
Any known problems? NO
8. Electrical system: Any known problems? NO
9. History of Infestation, if any: (termites, carpenter ants, etc.) NO
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 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 <input checked="" type="checkbox"/> |
| 2. Any encroachments, easements, zoning violations or nonconforming uses? | unknown _____ | yes _____ | no <input checked="" type="checkbox"/> |
| 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 <input checked="" type="checkbox"/> |
| 4. Structural modifications, alterations, or repairs made without necessary permits or licensed contractors? | unknown _____ | yes _____ | no <input checked="" type="checkbox"/> |
| 5. Settling, flooding, drainage, structural, or grading problems? | unknown _____ | yes _____ | no <input checked="" type="checkbox"/> |
| 6. Major damage to the property from fire, wind, floods, or landslides? | unknown _____ | yes _____ | no <input checked="" type="checkbox"/> |
| 7. Any underground storage tanks? | unknown _____ | yes _____ | no <input checked="" type="checkbox"/> |
| 8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.? | unknown _____ | yes _____ | no <input checked="" type="checkbox"/> |
| 9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? | unknown _____ | yes _____ | no <input checked="" type="checkbox"/> |
| 10. Any outstanding municipal assessments or fees? | unknown _____ | yes _____ | no <input checked="" type="checkbox"/> |
| 11. Any pending litigation that could affect the property or the Seller's right to convey the property? | unknown _____ | yes _____ | no <input checked="" type="checkbox"/> |

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 1993 (date) to present (date).
The Seller has owned the property since 1993 (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 Christine Raufe Date: 7-22-23

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.



BERKSHIRE HATHAWAY
HomeServices
Heritage Real Estate

Seller's Disclosure

Purchase

Page _____ of _____

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.

PROPERTY ADDRESS: 31890 DOHANY DR, FARMINGTON HILLS, MI 48336

The residence at this address was constructed after January 1, 1978. (Seller must initial one.)

_____ **YES** X **NO** _____ **UNKNOWN**

Seller's Disclosure (initial)

C. N.

(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 in the housing (explain):

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

C. N.

(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 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 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 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 or lead-based paint hazards; or

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint 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. 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 they have provided is true and accurate.

Seller Christine Niefe **Date** 7-22-23 **Seller** _____ **Date** _____

Purchaser _____ **Date** _____ **Purchaser** _____ **Date** _____

Agent _____ **Date** _____ **Agent** _____ **Date** _____

Disclosure Regarding Real Estate Agency Relationships

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104.

- (1) An agent providing services under any service provision agreement owes, at a minimum, the following *duties* to the client:
 - (a) The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
 - (b) The performance of the terms of the service provision agreement.
 - (c) Loyalty to the interest of the client.
 - (d) Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
 - (e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent. **A real estate licensee does not act as an attorney, tax advisor, surveyor, appraiser, environmental expert, or structural or mechanical engineer and you should contact professionals on these matters.**
 - (f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
 - (g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.
- (2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following *services* to his or her client:
 - (a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.
 - (b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.
 - (c) Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
 - (d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
 - (e) For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

SELLER'S AGENTS

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

Individual services may be waived by the seller through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

BUYER'S AGENTS

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent with who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

Individual services may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

DUAL AGENTS

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer.

TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

LICENSEE DISCLOSURE (Check one)

I hereby disclose that the agency status of the licensee named below is:

- ☒ Seller's agent
- ☐ Seller's agent – limited service agreement
- ☐ Buyer's agent
- ☐ Buyer's agent – limited service agreement
- ☐ Dual agent
- ☐ Transaction coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
- ☐ None of the above

AFFILIATED LICENSEE DISCLOSURE (Check one)

- ☒ Check here if acting as a designated agent. Only the licensee's broker and a named supervisor broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.
- ☐ Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

Further, this form was provided to the buyer or seller before disclosure of any confidential information.

Michael W Oberstadt
 Licensee Listing Agent Michael W Oberstadt

08/02/23

Date

Licensee

Date

ACKNOWLEDGMENT

By signing below, the parties acknowledge that they have received and read the information in this agency disclosure statement and acknowledge that this form was provided to them before the disclosure of any confidential information. **THIS IS NOT A CONTRACT.**

The undersigned _____ DOES ☒ DOES NOT have an agency relationship with any other real estate licensee. If an agency relationship exists, the undersigned is represented as _____ SELLER _____ BUYER.

Test Seller
 Potential Buyer/Seller (circle one) Test Seller

08/02/23

Date

Potential Buyer/Seller (circle one)

Date

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 the form, for misrepresentation, or for warranties made in connection with the form.



KELLER WILLIAMS HOME
AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To: Test Seller Property: 31890 Dohany DR,
 Farmington Hills, Michigan
 48336

From: Keller Williams Home Date: August 2nd, 2023


In connection with the purchase or refinance of this property, you will need certain settlement services. We recommend Michigan Allied Title Agency LLC for title insurance.

This is to give you notice that Keller Williams Home has a business relationship with Michigan Allied Title Agency LLC in in that principals in Keller Williams Home have an interest in Michigan Allied Title Agency LLC. Because of this relationship, this referral may provide Keller Williams Home a financial or other benefit.

You are NOT required to use Michigan Allied Title Agency LLC as a condition for the purchase and/or refinance of subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

ACKNOWLEDGEMENT

I/we have read this disclosure form, and understand that Keller Williams Home is referring me/us to purchase the above-described settlement services, and may receive a financial or other benefit as the result of this referral.

 Test Seller 08/02/23
 Signature Date

 Signature Date



ADDENDUM TO SELLER'S DISCLOSURE STATEMENT

Property Address 31890 Dohany DR, Farmington Hills, Michigan 48336

This addendum to be part of an incorporated thereto in the attached Seller's Disclosure Statement.

SEWER CONNECTION

(Initial)
 Sewer is at street but not connected to home Yes _____ ✓ No _____
 Is sewer connection mandatory? ✓ Yes _____ No _____
 Sewer is connected to home and is paid in full ✓ Yes _____ No _____
 A sewer assessment balance of approx. \$ _____ is due and payable and will be paid be seller.

WATER CONNECTION

(Initial)
 Private water supply (well) Yes _____ ✓ No _____
 Community well Yes _____ ✓ No _____
 Municipal water is at street but not connected to home Yes _____ ✓ No _____
 Municipal water is connected to home and is paid in full ✓ Yes _____ No _____
 A water assessment balance of approx. \$ _____ is due and payable and will be paid be seller.

NATURAL GAS

(Initial)
 Natural gas is connected to home ✓ Yes _____ No _____
 Natural gas is at street but not connected to home Yes _____ ✓ No _____
 Natural gas is not available Yes _____ ✓ No _____
 A natural gas fee/assessment of approx. \$ _____ is due and payable and will be paid be seller.

PROPANE GAS

(Initial)
 Home is serviced by propane gas Yes _____ ✓ No _____
 Propane tank is Yes _____ ✓ No _____
 Seller to furnish purchaser with a copy of propane tank lease/rental, if any, and any unused gas shall be included in the sale price of the home.

ROAD PAVING

(Initial)
 Road is ✓ Public _____ Private _____
 A private road agreement exists (recorded/unrecorded) Yes _____ ✓ No _____
 Road paving assessment has been levied but not installed Yes _____ ✓ No _____
 A road paving assessment of approx. \$ _____ and is due and payable and will be paid be seller.

(Initial)
 Are there any assessments that have been approved but not levied: Yes _____ ✓ No _____
 (explain) _____

LAKE PRIVILEGES (Initial)

Body of water _____
 Deeded access Yes _____ No _____
 Public access Yes _____ No _____
 All-sports lake Yes _____ No _____
 Beach Yes _____ No _____
 Boat – launch Yes _____ No _____
 dock Yes _____ No _____

SUBDIVISION/BEACH ASSOCIATION (Initial)

Association Yes _____ ✓ No _____
 Name _____
 Mandatory Yes _____ ✓ No _____
 Contact name _____
 Contact phone number _____
 Initial Fee _____
 Annual dues _____

Purchaser and seller hereby acknowledge that we have been advised by Keller Williams Realty and its sales associates and brokers to verify the above representations independently by checking with local municipalities, associations or other authorities for accuracy.

We, the undersigned, further hold Keller Williams Realty and its cooperating offices and their sales associates, brokers and employees respectively, harmless regarding the accuracy of the above representations.

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

Purchaser

Test Seller
 Seller

Purchaser

Seller

Date

08/02/23

Date



CUSTOMER FRAUD WARNING AND ACKNOWLEDGEMENT

As a result of numerous e-mail, text and social media message scams, funds that are to be wired have been targeted, and in some cases, stolen. These scams involve authentic-looking, yet false, wire instructions appearing to be from title, mortgage or real estate companies. If these false wire instructions are followed, the funds divert to the criminals.

While Keller Williams has policies and procedures in place to minimize such fraud, unauthorized parties can, unfortunately bypass even the best security systems.

Please follow these instructions for your security:

1. Never transmit non-public personal information, such as social security numbers, bank account or routing numbers, credit or debit card numbers or wire instructions by electronic communication. If you are sending wire instructions as a seller, verify that the correct instructions were received by a known representative of the intended recipient. E-MAILS THAT ATTEMPT TO INDUCE FRAUDULENT WIRE TRANSFERS ARE COMMON AND MAY APPEAR TO COME FROM A TRUSTED SOURCE.
2. Wire instructions should be sent to you via encrypted email by your title and/or mortgage company ONLY. If encrypted email is not available, wire instructions should be delivered by hand, telephone, USPS mail or overnight courier.
3. Before you wire funds to anyone (including your title company, lender, real estate agent or lawyer), personally call them at a number you obtained on your own to confirm that the transaction is legitimate. DO NOT USE THE TELEPHONE NUMBER USED IN THE EMAIL.
4. If you receive any electronic communication directing you to transfer funds or to provide personal information, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM KELLER WILLIAMS, do not respond to it and call your sales person immediately. Be especially wary of any change in wire instructions, **wire instructions RARELY, IF EVER, change.**

Immediately notify your banking institution if you are, or suspect that you are, a victim of wire fraud.

The undersigned agree(s) to defend, and hold harmless, Keller Williams, its associated real estate salespeople and affiliated title and lending companies, from all liability that relates to, or arises from, the use, or attempted use, of wire transfer of funds in connection with the contemplated transaction.

ACCEPTED AND AGREED:

Authentisign
Test Seller

Signature

Test Seller

Printed Name

08/02/23

Dated

Signature

Printed Name

Dated



**THIS FORM MUST ACCOMPANY ALL GREEN SHEETS THAT ARE OUR OFFICE LISTINGS
TITLE EXPRESS AGENCY
AUTHORIZATION TO RELEASE INFORMATION**

PAYOFF FOR EXISTING MORTGAGE

Property address: 31890 Dohany DR, Farmington Hills, Michigan 48336

Date: _____

Lender: _____

Loan No: _____

Fax No: _____

Telephone No: _____

HOME EQUITY PAYOFF

Lender: _____

Loan No: _____

Fax No: _____

Telephone No: _____

HOMEOWNER'S ASSOCIATION INFORMATION

Name of Association: _____

Contact Person: _____

Address: _____

Phone: _____

BRIDGE LOAN PAYOFF INFORMATION

Lender: _____

Loan No: _____

Fax No: _____

Telephone No: _____

If you are unaware of a Homeowner's Association in your subdivision, please initial here: _____

This is your authorization to release the information requested above as soon as possible to the escrow agent handling the closing as shown below:

Michigan Allied Title Agency
Telephone 248-406-2917
Fax: 248-406-2901
orders@mialliedtitle.com

☐ Michigan Allied Title, 2730 Union Lake Road, Suite 100 Commerce Twp., MI 48382

Escrow Agent: _____

Direct Dial: _____

Seller's Signature

Social Security Number

Seller's Signature

Social Security Number

FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) ADDENDUM AFFIDAVIT OF DISCLOSURE OF NON-FOREIGN/FOREIGN STATUS

(Internal Revenue Code Section 1445)

(Page 1 of 2)



Dated August 2, 2023, at 31890 Dohany DR, Michigan

Regarding the proposed sale of the following real estate T1N, R9E, Sec 22 Farmington Hills Sub Lot 14

This Affidavit is intended to comply with section 1445 of the United States Internal Revenue Code to disclose and certify the undersigned Seller/Transferor's status as a citizen or resident of the United States, for reliance by broker and any Purchaser/Transferee.

Seller/Transferor Test Seller

U.S. Tax Identification Number (Social Security) XXX-XX-XXXX

Seller/Transferor _____

U.S. Tax Identification Number (Social Security) _____

I (We), Test Seller, hereby certify and declare

- ☒ 1) I am a citizen of the United States of America.
- ☐ 2) I am a resident alien of the United States of America, my resident status is established by the following:
- ☐ a) I have been declared a permanent legal resident of the United States by the U.S. Immigration and Naturalization Service. Resident Alien registration number _____, or
- ☐ b) I have resided at least 31 days in the United States during the current calendar years as follows:

My days of residence in the United States over the last three years are as follows:

Current calendar year _____ x 1 = _____

Last calendar year _____ x 1/3 = _____

Second preceding year _____ x 1/6 = _____

TOTAL _____

Since the total shown equals or exceeds 183 days, I meet the substantial presence test of Internal Revenue Code Section 7701 (b) (3).

- ☐ 3) The Seller/Transferor is a domestic corporation. The fair market value of Seller/Transferor's real estate interests (including leasehold and options to purchase) is less than one-half Seller/Transferor's total assets (not including publicly-traded stock).


FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) ADDENDUM AFFIDAVIT OF DISCLOSURE OF NON-FOREIGN/FOREIGN STATUS

(Internal Revenue Code Section 1445)
(Page 2 of 2)

(The following section is to be utilized only if Seller/Transferor is neither a U.S. citizen, nor a resident alien as defined in item 2 above.)

I (We), Test Seller
, hereby certify and declare

- ☐ 4) I am neither a United States citizen nor a resident alien as defined in item 2, above.
In the absence of a qualifying statement as defined in IRC Section 1445 (b) (4), or other special permission from the Internal Revenue Service. I authorize the Purchaser/Transferee and any escrow holder to deduct ten percent (10%) of the final sales price from my disbursement at closing to deposit it as a federal tax deposit in an authorized commercial bank.
- 5) I acknowledge and consent to the reliance on this affidavit of the brokers, agent, escrow-holder/title company, and Purchaser/Transferee in any transaction regarding the above-referenced real estate.
- 6) I declare under penalty of perjury that the foregoing is true and correct.

Date 08/02/23, 20____ Seller/Transferor  Test Seller

Date _____, 20____ Seller/Transferor _____

ACKNOWLEDGMENT OF RECEIPT OF AFFIDAVIT OF DISCLOSURE

Date _____, 20____ Purchaser/Transferee's Broker _____

Date _____, 20____ Seller/Transferor's Broker _____

Date _____, 20____ Purchaser/Transferee _____

Date _____, 20____ Purchaser/Transferee _____

(THIS CERTIFICATION MUST BE RETAINED BY THE SELLER/TRANSFEROR UNTIL "THE END OF THE FIFTH TAXABLE YEAR FOLLOWING THE TAXABLE YEAR IN WHICH THE TRANSFER TAKES PLACE")

____ Purchasers Initials

 TS

____ Sellers Initials

America's Preferred[®] Home Warranty



NEW!

Standard Coverages:

Washer & Dryer | Exterior Water & Sewer Lines

Optional Plan:

Home Entertainment & Technology Plan



CHOOSE your own licensed contractor!

Start A Claim 24/7/365: 800.648.5006 | APHW.COM

Certain items and events are not covered by this contract. Please refer to limitations, restrictions and exclusions in this contract brochure.

KELLERWILLIAMS[®]
APPROVED VENDOR

Keller Williams Approved Vendor Program members are business entities independent from Keller Williams Realty, Inc. Neither Keller Williams Realty, Inc. nor its affiliated companies warrant APHW, their products, or their services.

KWBP499A

Acceptance/Invoice

Contract Number: _____


To obtain a contract number call: **1.800.648.5006**

America's Preferred Home Warranty | 5775 Ann Arbor Rd. | Jackson, MI 49201

Fax: 1.888.479.2652 | aphwoffice@aphw.com | aphw.com

IMPORTANT: FOR SERVICE CALL: 1.800.648.5006.
NO PAYMENT OR REIMBURSEMENT FOR SERVICES PERFORMED WITHOUT PRIOR APPROVAL.

~ Please be sure to fill in all applicable areas of information. ~

Seller(s) Name(s)

Test Seller

Property Address Number & Street

2730 Union Lake Road

City

Commerce Twp

State

MI

County

Zip

48382

Phone Number(s)

(248) 214-1309

Seller(s) E-mail(s)

Buyer(s) Name(s)

Test Buyer

Phone Number(s)

(248) 214-1309

Buyer(s) E-mail(s)

Real Estate Office

KW Showcase Realty

Address

2730 Union Lake Road

City

Commerce Township MI

State

Zip

48382

Phone Number

(248) 360-2900

Fax Number

(248) 406-2901

Real Estate Agent

Michael W Oberstadt

Agent's E-mail

Closing Date

Listing date

BOTH PARTIES AGREE THAT THE OBLIGATIONS FOR REPAIR OR SERVICE UNDER THIS AGREEMENT ARE SOLELY THOSE OF THE SERVICE PROVIDER AND ARE NOT THE OBLIGATION OF ANY REAL ESTATE FIRM. SEE ADDITIONAL TERMS AND CONDITIONS ON THE FOLLOWING PAGES (7-11).

SELLER AND BUYER ACKNOWLEDGE BY SIGNATURE OR PAYMENT THAT HE OR SHE HAS READ, UNDERSTANDS AND ACCEPTS THIS REAL ESTATE HOME WARRANTY AGREEMENT, INCLUDING ALL SERVICE AGREEMENT TERMS AND CONDITIONS.

Seller(s) Signature(s) X _____ Date _____

X _____ Date _____

Buyer(s) Signature(s) X _____ Date _____

X _____ Date _____

WAIVER

Applicant has reviewed the Real Estate Home Warranty Agreement and hereby declines coverage. Applicant agrees to hold the real estate broker and agent harmless in the event of a significant mechanical failure which otherwise would have been covered under the Real Estate Home Warranty Agreement.

✓ Seller(s) Signature(s) X Test Seller Date 08/02/23

Buyer(s) Signature(s) X _____ Date _____

2 of 12 - KWBP499A

HOUSING TYPE (Please Check One)

- ☐ Single/Family ☐ Condo/Townhouse
☐ Duplex (2 warranties) ☐ Triplex (3 warranties)
☐ Fourplex (4 warranties) ☐ New Home Construction
☐ Manufactured Home Year Manufactured: _____
☐ Foreclosed/Reposessed Home**

**See Terms and Conditions "General #9"

PLAN OPTIONS (Please Check One)

- ☐ **Buyer's Premier Coverage Plan - One Year**.....\$695
25 Standard Coverage Items + 12 Buyer Preferred
Upgrade Items + \$50 Deductible

Single Family Plans

- ☐ One Year: \$100 Deductible\$499
☐ One Year: \$50 Deductible\$535
☐ Two Years: \$100 Deductible\$950

Condo/Townhouse Plans

- ☐ One Year: \$75 Deductible\$475
☐ Two Years: \$75 Deductible\$899

New Construction Plan for Buyers

- ☐ Three Years: \$75 Deductible\$600
Coverage begins 366 days after closing
and continues for three years.

Multi-Family Unit Plans (\$75 Deductible)

- ☐ One Year: Duplex (2 warranty agreements)\$950
☐ One Year: Triplex (3 warranty agreements)\$1,250
☐ One Year: Fourplex (4 warranty agreements)\$1,599

BUYER COVERAGE OPTIONS (Check All That Apply)

- ☐ **Buyer Preferred Upgrade**.... \$160 x ____ yrs. = \$ ____
Important: If the Buyer Preferred Upgrade has been selected and the property is a multiple family dwelling, the upgrade package must be purchased for each unit.
☐ Additional Refrigerators \$50 x ____ yrs. = \$ ____
☐ Gas Fireplace \$50 x ____ yrs. = \$ ____
☐ Inground Pool/Spa \$185 x ____ yrs. = \$ ____
☐ Premium/
Salt Water Pool/Spa..... \$345 x ____ yrs. = \$ ____
☐ Sprinkler System \$50 x ____ yrs. = \$ ____
☐ Termite Control..... \$50 x ____ yrs. = \$ ____
☐ Water Softener \$85 x ____ yrs. = \$ ____

SELLER'S COVERAGE

- ☐ **Seller Preferred Upgrade**..... \$100

HOME ENTERTAINMENT & TECHNOLOGY PLAN

- ☐ \$75 Deductible..... \$199 x ____ yrs. = \$ ____

Plan Cost(s)..... \$ _____

Option Cost(s)..... \$ _____

Total..... \$ 0.00
PLEASE REMIT PAYMENT TO:
AMERICA'S PREFERRED HOME WARRANTY
PO BOX 772150 | DETROIT, MI 48277-2150
SUBMIT

Plans & Pricing

\$499

Base Price



Single Family Home with \$100 Deductible

Single Family Home

One Year: \$100 Deductible	\$499
One Year: \$50 Deductible	\$535

Single Family Home (Continued)

Two Years: \$100 Deductible	\$950
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Condo/Townhouse

One Year: \$75 Deductible	\$475
Two Years: \$75 Deductible	\$899

New Construction

Three Years: \$75 Deductible	\$600
Coverage begins 366 days after closing and continues for three years.	

Multi-Family Unit Plans

(\$75 Deductible)

One Year: Duplex (2 warranty agreements)	\$950
One Year: Triplex (3 warranty agreements)	\$1,250
One Year: Fourplex (4 warranty agreements)	\$1,599

BUYER Coverage Plans

COVERAGE ITEMS (Standard)	
Attic and Exhaust Fans	•
Built-In Dishwasher	•
Built-In Microwave	•
Built-In Oven	•
Central Air Conditioning	•
Central Vacuum	•
Duct Work	•
Electrical System	•
Exterior Water and Sewer Line	•
Free-Standing Range/Cooktop	•
Garage Door Opener	•
Garbage Disposal	•
Heating System	•
Hotel Benefits	•
Humidifier	•
Instant Hot Water Dispenser	•
Permanently Installed Sump Pump	•
Plumbing	•
Refrigerator	•
Roof Leak Repair	•
Septic System	•
Stoppages	•
Washer/Dryer	•
Water Heater	•
Water Well Pump	•

BUYER PREFERRED UPGRADE (Optional)* \$160	
Built-in Dishwasher (Adds): <i>Racks, Baskets and Rollers</i>	•
Built-in Microwave (Adds): <i>Interior Lining, Glass Door, Clocks and Shelves</i>	•
Central Air (Adds): <i>Refrigerant Recovery, Cost of Crane, Registers and Grills</i>	•
Ceiling Fan	•
Central Heat (Adds): <i>Registers, Grills and Heat Lamps</i>	•
Garage Door Opener (Adds): <i>Hinges, Springs, Keypads and Remote Transmitters</i>	•
Refrigerator (Adds): <i>Refrigerant Recovery, Control Board, Ice Maker and Ice/Beverage Dispenser</i>	•
Special Electrical Package (Adds): <i>Fire/Burglar Alarm, Lighting Fixtures, Doorbell</i>	•
Toilets (Adds): <i>Replaced With Like Quality</i>	•
Oven/Range (Adds): <i>Interior Lining, Clocks, Rotisseries, Racks, Handles, Knobs and Dials</i>	•
Water Heater (Adds): <i>Sediment Buildup</i>	•
\$250 toward Code Violations	•

Buyer's Premier Coverage Plan

25 Standard Coverage Items	12 Buyer Preferred Upgrade Items
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\$695
w/ \$50 Deductible (One Year)

Home Entertainment & Technology Plan (See page 4)

\$199
w/ \$75 Deductible (One Year)

SELLER Coverage Plans

COVERAGE ITEMS (Standard) **	
ListSecure®	•
Attic and Exhaust Fans	•
Central Vacuum	•
Duct Work	•
Electrical System	•
Instant Hot Water Dispenser	•
Plumbing	•
Stoppages	•
Water Heater	•

SELLER PREFERRED UPGRADE (Optional)** \$100	
Built-In Dishwasher	•
Built-In Microwave	•
Built-In Oven	•
Central Air Conditioning	•
Free-Standing Range/Cooktop	•
Garbage Disposal	•
Heating System	•
Refrigerator	•

OPTIONAL Coverages

Additional Refrigerators	\$50
Gas Fireplace	\$50
Inground Pool/Spa	\$185
Premium/Salt Water Pool/Spa	\$345
Sprinkler System	\$50
Termite Control	\$50
Water Softener	\$85

*** IMPORTANT:** If the Buyer Preferred Upgrade has been selected and the property is a multiple family dwelling, the upgrade package must be purchased for each unit.

**** Florida Only:** Customers must purchase the Seller Preferred Upgrade to receive listing coverage, which will include the Standard Coverage Items.



\$199 w/ \$75 Deductible
(One Year)

- Desktop Computers
- DVD/Blu-Ray Players
- External Hard Drives
- Gaming Systems
- Home Theater
- Laptop Computers
- Peripherals/Wearables
- Printers
- Routers
- Tablets
- Televisions/Monitors



Home Entertainment & Technology Plan by Fortegra

Fortegra® is the marketing name for the service contract operations of the subsidiaries of Fortegra Financial Corporation. Products and services are provided by 4Warranty Corporation, The Service Doc, Inc. (in WI), or Lyndon Southern Insurance Company (in OK and FL: Lic. No.: FL-03698), each of which are subsidiaries of Fortegra Financial Corporation. This is a summary of the benefits available. For complete information, including details of benefits, coverage, specific exclusions, conditions, and limitations, please refer to the complete terms and conditions of the service agreement. A service agreement is optional, cancellable and in no way required to obtain credit. A service agreement is not a warranty. *Scan QR Code for more information.*

**For 24/7/365 Home Entertainment
& Technology claims service, call:**

877.958.2398

Buyer's Premier Coverage Plan

The Buyer's Premier Coverage Plan gives you ALL the standard coverage items, ALL the Buyer Preferred Upgrade items, AND the \$50 deductible—all for one full year of coverage!!

Easy, fast, and convenient!
See page 3 for details.

\$695 w/ \$50
Deductible
(One Year)



25 Standard Coverage Items **+** **12** Buyer Preferred Upgrade Items

What Is Covered?



ATTIC AND EXHAUST FANS

Plans that cover this item: Buyer | Seller

Covered: Switches, controls, motors, bearings and blades.

Not Covered: Shutters, belts and filters, circulation or paddle-type fans.



CENTRAL AIR CONDITIONING

Plans that cover this item: Buyer | Seller Preferred Upgrade

Covered: (Electric refrigerant central air conditioning units only.) Coils and compressor, capacitor, motors, thermostat valves, thermostats, leaks in refrigerant lines, liquid suction line dryers, fuses, breakers, disconnect boxes (contactor), wiring, condensing units, evaporative coolers.

Not Covered: Window units, free-standing room units, water cooled units, portable units, any type of gas, lithium/glycol, outside and/or underground components and piping for geothermal including condenser fins, drain pans, cleaning, duct work associated with any gas units, electronic air filters or cleaners, filters, water towers, evaporative cooling pads, energy management systems, or recovery of refrigerant and chillers. Zone controls, zone motors, dampers, and leak tests.



ELECTRICAL

Plans that cover this item: Buyer | Seller

Covered: Electrical breakers, wiring, panels and sub-panels, plugs, fuses, switches, conduit, junction box, central vacuum systems. Garage door openers (motors, push buttons, control boards, drive mechanisms, chains).

Not Covered: Service entrance cables, garage doors, meter boxes, counter balance mechanisms, rollers and remote sensing units, tracks, infrared sensors, any loss due to water seepage along service cable, any loss from overload or power failure, any electrical items or wiring located outside the perimeter of the principal dwelling and attached garage.



EXTERIOR WATER AND SEWER LINE COVERAGE

Plans that cover this item: Buyer

Covered: Water and sewer pipes between the home's foundation and the water or sewer main pipe. Coverage applies to locating the pipe stoppage or collapse including excavation and backfilling, the repair and/or replacement of the affected pipe, and clearing of stoppages (cleaning same lines after 14 days has elapsed shall be considered a new claim and is subject to a new deductible) up to the coverage limit.

Not Covered: Landscaping replacement, frozen pipes, clean up of leaked material, blockages or breaks from tree roots and foreign objects.



HEATING SYSTEM

Plans that cover this item: Buyer | Seller Preferred Upgrade

Covered: Central heating system including electric, gas, oil, gravity (centrally ducted only), steam or hot water heat systems, ductwork, interior gas lines, thermostats, relays and wiring. Heat exchanger and/or combustion chamber, electric heat pump, burners, circuit board, igniter, flame sensor, transformer, gas valves, baseboard convectors, pumps, motors, switches, heating elements.

Boiler systems only: Zone valves, geothermal and/or water source heat pump components and parts located within the foundation of the home or attached garage which cool and/or heat the home.

Not Covered: Outside and/or underground components and piping for geothermal and/or water source heat pumps, well pump and well pump components for geothermal and/or water source heat pumps. Free-standing or portable heating units, through-wall units, coal or wood burning equipment, fuel oil or propane gas storage tanks, fuel oil lines, registers, electronic air filters and cleaners, vents, space heaters, grills, filters, solar heating systems, radiators, fireplaces, clocks, chimneys and chimney liners, recovery of refrigerant and cleaning and energy management systems. Leak tests. Zone controls, zone motors and dampers.



HUMIDIFIER

Plans that cover this item: Buyer

Covered: Permanently mounted furnace humidifier including pans, housing, motors, fans, humidistats, transformers, valves and lines.

Not Covered: Humidifier pads, media elements, brushes, atomizers or back flush units.



KITCHEN APPLIANCES

Plans that cover this item: Buyer | Seller Preferred Upgrade

Coverage is limited to primary kitchen area.

Covered: (Note: All appliances must be part of the contract to purchase for the purchaser at the time of the sale of the home or be built-in. Free-standing range, built-in oven, cooktop, built-in dishwasher (pump, motor, timers, gaskets, spray arm, seals, air gap, latches, switches and heating element, control board), built-in microwave, garbage disposal, refrigerator (compressor only).

Not Covered: Water dispenser, cracked or broken thermal shells, any loss or damage of a cosmetic nature such as denting, chipping, the cost of attaining access, replacement or repair of countertops or cabinets, racks, baskets, clocks, timers, rollers, glass or ceramic cooktops, self-cleaning mechanisms, cooking accessories, doors, door hinges, knobs, keypads, interior lining, door glass, latches, meat probes, rotisseries, shelves, ice makers, ice crushers, soap dispensers, beverage dispensers, broken interior, loss due to rust-out and food spoilage, recovery of refrigerant, and freezers which are not an integral part of refrigerator.



PLUMBING SYSTEMS

Plans that cover this item: Buyer | Seller

Covered: Drains and standard faucets, leaks and breaks to water, vent, gas or sewer lines, waste lines, assembly parts within the toilet tank, valves to shower, tub diverter, interior hose bibs, stoppage in drain, vent and sewer lines; angle stops and risers. Clearing of stoppages (cleaning same lines after 14 days has elapsed shall be considered a new claim and is subject to a new deductible). The foregoing is covered only within the perimeter of the main foundation of the home including attached garage.

Buyer Only: Permanently installed sump pumps (ground water only).

Not Covered: Sinks, bathtubs, fixtures, exterior hose bibs, filters, sewage ejector pumps, shower-base pans, shower enclosures, tub enclosures, toilet wax ring seals, toilet bowl and tank, caulking, grouting, tile fields, lawn sprinklers, leach beds, root damage, any loss arising out of a condition of chemical or mineral deposits, water residue, rust-out, or insufficient capacity drain, low or high pressure, loss arising from porcelain cracking, chipping, dents or other externally caused physical damages, storage or holding tanks, auxiliary sump pumps. Sewage lines located outside the main foundation of the home and blockages from tree roots and foreign objects.



ROOF

Plans that cover this item: Buyer

Covered: Rolled roofing, asphalt shingles and flashing from water leaks only, and must occur during coverage period for coverage to apply.

Not Covered: Roof mount installations, roof vents, roof vent boots, gutters, drain lines, pre-existing leaks, leaks in any deck or balcony, leaks due to ice damming. Leaks which are caused by, or which result from, any of the following: Damage due to persons walking or standing on the roof, missing and/or broken tiles or shingles, repairs or construction not performed in a workmanlike manner, failure to perform normal roof maintenance, replacement of entire roof, rotten wood, flat and/or hot tar roof, or acts of God such as tornado, hurricane, earthquake, fire, and lightning. Water damage must occur in the roof located over the primary living area, excluding attached garage.

Continued on page 6



SEPTIC

Plans that cover this item: Buyer

Coverage for septic systems begins thirty (30) days from date of closing.

Covered: Septic tank and line from house, baffles, sewage ejector pump and switches.

Not Covered: Drain field, tile fields and leach beds, clean out, insufficient capacity, and blockages from tree roots and foreign objects.



WASHER/DRYER

Plans that cover this item: Buyer

Covered: All parts and components except: Those listed under "Not Covered".

Not Covered: Soap dispensers, filter screens, plastic mini-tub, dials and knobs, lint screen, venting, and damage to clothing.



WATER HEATER

Plans that cover this item: Buyer | Seller

Covered: Electric, gas and tankless. Control thermostat and thermocouple, gas valves, pressure and temperature relief valve, heating elements, drain valve and instant hot water dispensers, dip tubes, blower motor, heat exchanger, burners, igniter, temperature sensor.

Not Covered: Oil hot water tanks, and loss arising as a result of chemical, mineral deposits, sediments, insufficient capacity, water residue or rust-out.



WATER WELL PUMP

Plans that cover this item: Buyer

Must be primary water source.

Coverage begins thirty (30) days after closing.

Covered: Well pumps, valves and regulators.

Not Covered: Pressure tanks, piping or electrical lines leading to or connecting pressure tank and primary dwelling, well casings, holding or storage tanks and re-drilling of well, screens, points, well pump if used for lawn sprinkler system or other like system.

Some coverage is subject to additional limitations as provided in the Terms and Conditions Section of the Real Estate Warranty Service Agreement.

Buyer Preferred Upgrade

CEILING FAN

Must be located in main dwelling.

CENTRAL AIR (ADDS)

Refrigerant recovery, registers and grills, cost for crane to install roof-mounted covered replacement air conditioner unit \$200 maximum.

CENTRAL HEAT (ADDS)

Registers, grills and heat lamps.

CODE VIOLATIONS

When the correction of code violation(s) is required to affect a covered repair or replacement of a heating, plumbing or electrical "Component Part", APHW will pay up to \$250 aggregate to correct the code violation(s). APHW will not simply pay to remove the violation.

KITCHEN APPLIANCES/REFRIGERATORS (ADDS)

Refrigerator control board, refrigerator recovery and recharge, ice maker and ice/beverage dispenser and their respective equipment; built-in dishwasher racks, baskets and rollers; built-in microwave interior lining, glass door, clocks and shelves; oven/range interior lining, clocks, rotisseries, racks, handles, knobs and dials.

SPECIAL ELECTRICAL PACKAGE

Fire/Burglar alarm, lighting fixtures, doorbell, garage door opener (hinges, springs, keypads and remote transmitters).

WATER HEATER (ADDS)

Failure due to chemical, mineral deposits, and sediment build-up.

PLUMBING (ADDS)

Toilets replaced with like quality up to \$200 per occurrence.

Optional Coverages

ADDITIONAL REFRIGERATORS

(INCLUDES FREE STANDING FREEZERS AND WINE COOLERS)

Covered: Compressor.

Not Covered: Cracked or broken thermal shells, any loss or damage of a cosmetic nature such as denting, chipping, the cost of attaining access, keypads, interior lining, door glass, latches, shelves, broken interior, loss due to rust-out and food spoilage, refrigerator control board, ice maker/beverage dispenser and their respective equipment, recovery of refrigerant.

GAS FIREPLACE (PERMANENTLY INSTALLED)

Covered: Gas valve, pilot, thermocouple, wall switch associated with ignition or fan, blower motor.

Not Covered: Remote systems, decorative logs, mechanical hinges, glass, damper, flue or firebox.

INGROUND POOLS/SPAS

Covered: All components and parts of the heating, pumping, and filtration system. A spa, including an exterior whirlpool and hot tub, is also covered along with a swimming pool if the units utilize common equipment. If they do not, coverage is limited to the option selected for either the spa or the pool. PREMIUM/SALT WATER/SPA adds salt water components and cells.

Not Covered: Skimmers, pool sweeps, pool sweep motors, lights, liners, jets, concrete-encased, underground electrical, gas or plumbing lines, cleaning equipment, solar equipment, structural defects, all above ground pools.

SPRINKLER SYSTEM

Covered: Leaks and breaks of PVC lines, timers, bubbler heads, gate valves, solenoids, shut-off valve and other activated controls.

Not Covered: Hydraulic systems; sprinkler heads with problems caused by abnormal wear and tear such as, but not limited to: Pet damage, lawn mower damage, freezing, vehicular damage, damage by roots or soil, improper installations, and adjustments or cleaning and human damage, sprinkler lines below pavement or decorative structures below hard surface.

TERMITE CONTROL

Covered: Spot treatment for existing subterranean termite infestation located in the interior of the home or exterior of the main foundation/perimeter of the home and attached garage.

Not Covered: Decks, fences, and infestation or treatment of any area farther than 24 inches away from the main foundation/perimeter of the home, preventative treatments; any repairs or damages due to subterranean termites.

WATER SOFTENER

Covered: Domestic water softener, brine tank and connecting water lines.

Not Covered: Insufficient or excessive water pressure, color or purity of water, filters, resin beds, salt replacement, rust or corrosion, normal maintenance, purification systems, and all rented/leased water softeners.





Terms & Conditions



IMPORTANT: Please read these terms and conditions carefully. They describe the terms of your coverage and how to obtain service.

PERFORMANCE OF SERVICE

Please read Your coverage carefully. Should You need service, telephone the Customer Service Department at 1.800.648.5006 or visit aphw.com to start a claim online. Service is available 24 hours a day, 7 days a week; You must have telephone approval before having any work done. The Customer Service Department will make every effort to expedite service in emergencies. You will be required to pay a Deductible per trade call, or the actual cost, whichever is less. If any additional repairs have been made during a service call to items not covered by this Agreement, You will be required to pay those expenses.

PAYMENT

Payment is due at closing and is derived from closing costs and must be received within seven (7) business days to ensure coverage.

DEFINITIONS

1. **Agreement, Contract, Service Contract, Home Warranty** means this Agreement which has been purchased from **Us** and which includes the completed **Agreement** on page 2 of this document.
2. **"Company"** means **America's Preferred Home Warranty, Inc. (APHW)**, 5775 Ann Arbor Rd., Jackson, MI 49201, 1.800.648.5006.
3. **"Component Part"** means covered item as listed on the **"What Is Covered?"** page.
4. **Contract Fee** means the amount paid for this **Agreement**, as shown on the **Acceptance/Invoice Page**.
5. **Deductible** means the amount You are required to pay, as shown on pages 2-4, per repair for covered **Breakdowns**.
6. **Breakdown** means a failure of a covered item due to normal wear and tear.
7. **Provider** means the party obligated to perform or arrange to perform services pursuant to the terms of this **Agreement** and is also known as the **Obligor, Extended Service Contract Provider, Service Contract Provider** and **Service Contract Maker**. The **Provider** of this **Agreement** is America's Preferred Home Warranty, Inc., 5775 Ann Arbor Rd., Jackson, MI 49201, 1.800.648.5006.
8. **Acceptance/Invoice Page** (page 2 of this document) means the document which must be attached to and becomes part of this **Agreement**. It lists information regarding **You, Your Covered Property, Plan** selected, and other vital information.
9. **We, Us, Ours** means the **Provider** of this **Agreement**.
10. **You and Your** means the **Agreement** holder as shown on the **Acceptance/Invoice Page** (page 2), or the person to whom this **Agreement** was properly transferred.

CONTRACT COVERAGE

This Contract provides protection, at a reasonable cost, against Breakdown of specific items You have due to normal wear and tear. This Agreement is not intended to shift responsibility for minor repairs or normal maintenance. It does not cover everything. It may not cover the entire cost of repair or replacement of a covered item. A Deductible is required for each APHW-covered repair. Please read the following terms and conditions carefully. They describe the terms of Your coverage and how to obtain service.

THIS CONTRACT COVERS ONLY THOSE ITEMS WHICH ARE:

1. Located in a single-family residence and/or condo.
2. In place, operative and located within the main perimeter of the main foundation of the home, including any attached garage, located at the address shown, on the effective date of this Contract.
3. Not located in rooms or buildings used for commercial or business purposes.
4. Specified as "Covered" in the section of the Agreement titled "What Is Covered?" If a system and/or item is not listed as covered, then it is NOT COVERED.

CUSTOMER SERVICE

1. Telephone service is available 24 hours a day, 7 days a week. No claim forms are used. When service is required, call APHW at 1.800.648.5006 or visit aphw.com to start a claim. After receiving a claim number, You may call the licensed contractor of Your choice.

After Your contractor has diagnosed the situation, You must call one of Our customer service representatives so they can speak to the contractor while they are at Your home to approve the repair and set up payment with the contractor. Please remember, there is no payment or reimbursement without prior approval. In case of furnace failure during periods of freezing temperatures, service will be initiated immediately and will be completed as soon as reasonably possible. If service cannot be initiated immediately due to conditions beyond the control of the Company and the homeowner must leave the home, upon prior authorization by the Company, the Company will pay up to \$75 per night for no more than a three-night hotel stay.

2. A Deductible is required for each APHW-covered repair. If repairs are made to parts of additional systems, a separate Deductible will apply to each system repaired.
3. It is the discretion of the Company to determine whether a covered system or component is to be replaced or repaired. Replacement is based on like kind or better efficiency. For air conditioning or heating equipment, like kind includes equal or a better energy efficiency rating. For air conditioning equipment, this is the SEER rating. When replacement systems of exact dimensions are not available, the Contract benefits apply to installation of like kind equipment, but not for the cost of carpentry or construction to necessitate the different dimensions. The Company is not responsible for upgrades or matching colors or brands and is not limited to brand names. Determination of the operating condition as of the Agreement effective date and the nature of any failure will be made by Us based upon the professional opinion of Our claim staff reflecting, but not limited to, Your licensed contractor's diagnosis.
4. Under this Contract, You choose Your own licensed contractor. You must call APHW first. APHW requires that the contractor diagnose Your problem, and then contact APHW for approval of the proposed work. APHW can recommend a licensed contractor for You if You do not have a licensed contractor in Your area, or if You would rather have APHW recommend the licensed contractor. The contractor must be licensed and bonded where the law requires.
5. If no covered defects are discovered or repaired during a service call, You are responsible for the entire cost of the service call.
6. No additional Deductible will be required where service work fails within 30 days after the service call, except where otherwise noted.

LIMITATIONS OF COVERAGE

- A. Seller. The maximum aggregate liability of the service to the Seller, regardless of the number of claims for repairs or replacement, **for the life of the listing is \$1,000**. Payment by APHW for any claim for repair or replacement for Seller does not affect the amount of coverage for the Buyer.
 1. Seller Preferred Upgrade (must be chosen at time of listing): Includes heating systems (including heat pumps or steam or hot water heating systems). Hot water heat system boiler must have auto boiler feed; steam heat must have low water cut-off valve. Geothermal and/or water source heat pump components and parts located within the foundation of the home or attached garage which cool and/or heat the home. Central air conditioning, refrigerator, built-in dishwasher, free-standing range, built-in oven, cooktop, built-in microwave, garbage disposal. The Company covers multiple systems for heating and air conditioning (hot water, steam and geothermal systems are not covered for multiple systems). EXCEPT: Not Covered: Outside or underground piping and components for geothermal and/or water source heat pumps, well pump and well pump components for geothermal and/or water source heat pumps.
 2. Seller's ListSecure® Program: As part of this APHW Home Warranty Contract, if Seller(s) contracted for coverage when listing the home through a registered APHW broker, and it is fully funded, and not cancelled, after closing, Seller(s) may be eligible to participate in APHW's ListSecure® Program (the "Program"). The Program will be funded by APHW with credits from each fully paid, non-cancelled Home Warranty. Reimbursements shall not exceed funding credits except at APHW's sole discretion. The Program provides a **maximum reimbursement of \$1,000** for post-sale attorney fees incurred by Seller(s) defending a lawsuit by Buyer arising directly out of the transaction for which this Home Warranty was purchased. The Program does not cover settlement payments,

or attorney fees for alternative dispute resolution required by the buy/sell agreement or a local, regional or state Board of REALTORS® or equivalent, which process(es) are a condition precedent to Program eligibility. To be eligible, Seller must also provide APHW a copy of the lawsuit for which reimbursement may be later sought within 21 days of being served with the lawsuit. Eligible Sellers can request reimbursement from the Program for up to 2 years after the date of closing. The Program is not an assignable benefit of the Seller, and is terminable at will by any successor in interest to APHW.

- B. The **maximum aggregate liability** of the Warranty is **\$25,000**.
- C. Commercial-like or ultra-premium appliances or combination appliances: **\$1,000 maximum** (e.g. Viking, Wolf, Dacor, and all commercial-like or ultra-premium appliances).
- D. Buyer (Seller where applicable). The maximum aggregate liability for repairs or replacement, regardless of the number of claims for repairs or replacement, or the number of systems/units:
 1. Heating systems are **\$2,250** (See Item D3 for systems that heat and cool) (**\$1,500** for steam or hot water heating systems): Hot water heat system boiler must have auto boiler feed; steam heat must have low water cut-off valve. **\$1,500** for geothermal and/or water source heat pump components and parts located within the foundation of the home or attached garage which cool and/or heat the home. The Company covers multiple systems for heating and air conditioning (hot water, steam and geothermal systems are not covered for multiple systems). EXCEPT: Not Covered: Outside or underground piping and components for geothermal and/or water source heat pumps, well pump and well pump components for geothermal and/or water source heat pumps.
 2. The air conditioning system is **\$2,250**.
 3. Systems that heat and cool (unless otherwise specified) is **\$2,250**. This includes, but is not limited to: Gas pack and heat pump systems.
 4. Roof leak repair is **\$550; roof vent not covered**.
 5. Concealed plumbing or enclosed wiring (drains, vent piping, leaks and breaks in plumbing or wiring), duct work, **\$500**. This limit includes access, diagnosis, repair or replacement and restoring or resurfacing to a rough finish.
 6. Pool/spa (must be built-in) heater and filtration system is **limited to \$600**. Premium/salt water pool/spa upgrade is **\$1,200**.
 7. Washer and dryer, water well pump (must be primary source of water), and septic is **\$400** (water well and septic coverage begin 30 days after closing).
 8. Water softener is **\$600**.
 9. Humidifier is **\$500**.
 10. The special electrical package is **limited to \$1,000** per Contract. (See "Limitations of Coverage", D19, Special Electrical Package).
 11. Primary Sump Pump is **\$500**. Auxiliary pump(s) not covered.
 12. Water heater is **\$500** (chemical, mineral deposits, and sediments are covered with Buyer Preferred Upgrade only).
 13. Refrigerator is **\$1,000**.
 14. Exterior Water and Sewage Line is **\$1,000**.
 15. Additional Refrigerators is **\$1,000**.
 16. Termite Control is **\$500**.
 17. Sprinkler Systems is **\$250**.
 18. Gas Fireplace is **\$400**.
 19. Buyer Preferred Upgrades: Central heat adds: Registers, grills and heat lamps. Central air adds: Refrigerant recovery, reclaim and disposal, registers and grills. Cost for crane to install roof-mounted covered replacement air conditioner unit **\$200 maximum**. Plumbing adds: Toilets replaced with like quality up to **\$200 per occurrence**. Water heater adds: Sediment build-up. Special Electrical Package includes: Fire/burglar alarm, lighting fixtures, doorbell, garage door opener (hinges, springs, keypads and remote transmitters), ceiling fans. Appliances/Refrigerators adds: Refrigerator control board, refrigerator refrigerant recovery, ice maker and ice/beverage dispenser and their respective equipment; built-in dishwasher racks, baskets and rollers; built-in microwave interior lining, glass door, clocks and shelves; oven/range interior lining, clocks, rotisseries, racks, handles, knobs and dials. Ceiling fan: Must be located in main dwelling. Code violations: When the correction of code violation(s) is required to affect a covered repair or replacement of a heating, plumbing or electrical "Component Part", APHW will cover up to **\$250 aggregate** to correct the code violation(s). APHW will not simply pay to remove the violation. IMPORTANT: If the Buyer Preferred Upgrade has been selected and the property is a multiple family dwelling, the upgrade package must be purchased for each unit; if it is not selected for each unit, any shared systems and/or appliances will not be covered.

LIMITS OF LIABILITY

1. The Company will not reimburse You for services performed without Company authorization. Should You need service, You must call APHW at 1.800.648.5006 or visit aphw.com to start a claim. You should have a claim number from APHW before calling a contractor, and You must call APHW at 1.800.648.5006 before any work is completed. No claims will be honored after the coverage period.
2. The Company will not pay for any additional costs or related expenses which may be required to complete repairs, nor will the Company upgrade equipment or improve due to lack of capacity, previous improper installation, previous repair of or design of appliances, systems and components; or problems occurring because of modifications or alterations to appliances, systems or components, or failure to meet building or zoning code requirements or violations, city, county, state, federal, or any utility regulations or upgrades required by law.
3. Items in common areas or facilities of mobile home parks, condominiums and townhomes are not covered.
4. Company is not responsible for repairs or replacements required as a result of: Missing parts, fire, war, flood, smoke, water damage, lightning, freeze-up, earthquake, theft, storms, accidents, nuclear explosions, reaction, radiation or radioactive contamination, insurrection, extreme or unusual climate conditions, rust-out, corrosion, riots, vandalism, code violations, improper installation, acts of God, pest damage or misuse, structural changes, water failure and/or electrical surges, soil movement or mud, or failure to clean or maintain as instructed by the equipment manufacturer. Nor is the Company responsible for repairs of any cosmetic defects or cost of cleaning of equipment or parts.
5. Company is not liable for consequential or secondary damage from any covered item for property damage or personal injury, nor for service relating to any toxic materials or asbestos.
6. Company has the sole responsibility in determining whether to repair or replace.
7. Company's liability is limited to systems failure due to normal wear and tear. Approval amounts for systems beyond manufacturer's/industry standard life expectancy are at the sole discretion of the Company.
8. Company is not responsible for any computerized or electronic energy management, lighting, or appliance management systems.
9. Company is not responsible for failure to provide reasonable service due to conditions beyond its control; including, but not limited to: Delays in obtaining equipment, parts, or labor difficulties.
10. Items not covered for the home seller or for the first 30 days after the close of sale for the home buyer are: Any improper operation or malfunction due to rust for any system or component, appliance or pools/spas, and collapsed duct work.
11. Company is not responsible for additional charges to install or remove non-related equipment or systems in order to make a covered repair.
12. Vacant or unoccupied homes are covered during the listing period as long as they are maintained and not abandoned.
13. This Contract is non-cancellable, except for non-payment of Contract Fees, Deductibles and/or service call fees, fraud or misrepresentation of facts, material to claims and the issuance of this Contract.
14. Company will not be obligated to service any system or appliance classified by manufacturer as commercial, leased equipment, stolen, vandalized, not properly maintained or connected, misused, neglected, consequential damages, abnormal use or damages due to inadequate capacity as determined/diagnosed by a licensed service contractor in the specific field and/or Company.
15. The type of service, repair or replacement and/or second opinion, will be at the Company's sole discretion. APHW is not responsible for any costs due to repair, replacement, installation and labor of any covered system or part while under existing manufacturer's warranty or third party service plan/agreement. Any inspections, reports, findings and/or disclosures will be made available to APHW upon request.
16. Anyone doing work on covered items is in no way a representative or agent of Company.
17. Coverage will not be provided if APHW is not notified when a problem is discovered and in all events prior to the expiration of this Contract. All repairs under this Contract must be completed within 30 days of the date Company is first notified or the claim will be permanently closed unless, for good cause shown by the homeowner, Company agrees in writing to permit consideration of the claim at a later time.

GENERAL

- Any dispute arising under this Agreement shall be submitted for binding arbitration under the auspices of the American Arbitration Association's local office. Each party shall pay for its own representative and shall bear arbitration cost equally. The Arbitrator's Award shall be final and binding and may be enforced by any Court and law.
- Coverage for Lease Purchase Agreement is available for the Lessee only. This coverage begins upon payment of the Contract Fee and the acceptance of the Agreement by the Company.
- This Agreement may be renewed at the option of the Company and where permitted by State Law. Prior to renewal, the Company will notify the homeowner of the proposed renewal terms and costs.
- The Company reserves the right to seek a second opinion for any service call.
- The Company reserves the right to purchase back the warranty program if the party is not satisfied with the Home Warranty Plan. APHW will return the pro-rated purchase price of this Agreement, less any fees and/or costs incurred for repairs, to the party that purchased this Agreement.
- This Agreement may be terminated by either party upon written notice to the other for any of the following reasons:
 - Misrepresentation concerning any covered item or any other fact related to the Agreement;
 - Non-payment of initial or service fees;
 - If the listing Agreement for the covered property terminates or expires without sale of the property, or upon mutual agreement of the parties;
 - Abuse, threatening or harming, or endangering the safety and/or well-being of any APHW employee.
- America's Preferred Home Warranty, Inc. is bonded.
- The Buyers and/or Sellers, by signing this Contract, give authorization to APHW and its affiliates to contact You by phone, mail and/or electronically.
- If the home is a foreclosure or a repossessed home, there is no coverage for the Seller. Coverage for the Buyer begins 30 days after closing, provided all proper paper work is signed and submitted to APHW.
- This is not an insurance policy; Our obligations under this Agreement are backed by the Company's Full Faith and Credit.
- If ownership of the covered premises changes during the Contract term, You must notify APHW at 1.800.648.5006, within 30 days of property transfer, for the Contract to be transferred to the new owner of the covered premises.

MULTIPLE UNITS

- If this contract is for a duplex, triplex, or fourplex dwelling, all units within such dwelling must be covered by an APHW warranty Agreement for coverage to apply to common systems and appliances (e.g. Triplex = 3 warranty Agreements).
- If this Contract is for a unit within a multiple unit of 5 or more, then only items contained within the confines of each individual unit are covered. Common systems and appliances are excluded. Listing coverage is not available to seller.
- Except as otherwise provided in this section, common systems and appliances are not covered.

MANUFACTURED HOMES

- Manufactured homes must have a permanent address.
- Manufactured homes over 20 years old have a \$500 limit on heating. There is also a \$500 limit on air conditioning.
- Manufactured homes during the moving of location from one to another will not be covered from the time of disconnect until 30 days after hook-up (by an approved contractor) to the second location. Notice must be given to the warranty Company of the moving and address change of the home.

PRIVACY POLICY:

Please visit APHW.COM to view our Privacy Policy.

SPECIAL STATE REQUIREMENTS:

Regulation of Home Warranty Agreements may vary widely from state to state. Any provision within this Agreement which conflicts with the laws of the state where the covered home is located shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Agreement was purchased in one of the following states and supersede any other provision within Your Agreement terms and conditions to the contrary.

ALABAMA RESIDENTS ONLY:

The venue for any dispute arising under this Agreement by Alabama Contract holders will be interpreted and enforced according to the laws of the State of Alabama.

Cancellations and Refunds

You may cancel this Agreement by informing Us of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Agreement Fee of Your Agreement, provided no claims have been paid. If Your cancellation request is made more than 30 days from the date of purchase, or if a claim has been paid within the first 30 days, You will receive a pro-rata refund of the Contract Fee, minus any paid claims and less an administrative fee not to exceed 10% of the Contract Fee.

If You request cancellation of this Agreement within thirty (30) days of the purchase date of the Agreement and the refund is not paid or credited within forty-five (45) days after return of the Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Agreement. If You cancel this Agreement, the administrative fee shall not exceed the lesser of 10% of the Contract Fee or twenty-five dollars (\$25.00). Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You.

If We cancel this Agreement, We must provide You with a written notice at least 5 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract Fee, or a material misstatement by You relating to the covered property or its use. If We cancel this Agreement, You will receive a refund based upon one-hundred percent (100%) of the unearned pro-rata Contract Fee of this Agreement.

Transfer of Coverage/Agreement

If ownership of the covered premises changes during the Contract term, You must notify APHW at 1.800.648.5006, within 30 days of property transfer, for the Contract to be transferred to the new owner of the covered premises.

Use of Non-Original Manufacturer Parts

We will approve the use of non-original manufacturer parts in providing the services We are required to perform under this Agreement.

ARIZONA RESIDENTS ONLY:

Cancellations and Refunds

If Your cancellation request is made more than thirty (30) days from the date of purchase, or if a claim has been paid within the first thirty (30) days, You will receive a pro-rata refund of the Contract Fee, less an administrative fee not to exceed 10% of the pro-rata refund. We may not cancel this Agreement except for fraud, material misrepresentation, or nonpayment by You. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. This Agreement will be interpreted and enforced according to the laws of the state of Arizona. In no event will claims be deducted from any refund.

ARKANSAS RESIDENTS ONLY:

Cancellations and Refunds

You may cancel this Agreement by informing Us of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Contract Fee of Your Agreement, provided no claims have been paid. If Your cancellation request is made more than 30 days from the date of purchase, or if a claim has been paid within the first 30 days, You will receive a pro-rata refund of the Contract Fee, minus any paid claims and less an administrative fee not to exceed 10% of the Contract Fee.

If You request cancellation of this Agreement within thirty (30) days of the purchase date of the Agreement and the refund is not paid or credited within forty-five (45) days after return of the Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Agreement.

If We cancel this Agreement, We must provide You with a written notice at least 15 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract Fee or a material misrepresentation or substantial breach of duties by You relating to the covered property or its use. If We cancel this Agreement, You will receive a refund based upon one-hundred percent (100%) of the unearned pro-rata Contract Fee of this Agreement.

Transfer of Coverage/Agreement

If ownership of the covered premises changes during the Contract term, You must notify APHW at 1.800.648.5006, within 30 days of property transfer for the Contract to be transferred to the new owner of the covered premises.

Use of Non-Original Manufacturer Parts

We will approve the use of non-original manufacturer parts in providing the services We are required to perform under this Agreement.

COLORADO RESIDENTS ONLY:

This Service Contract may be covered by the provisions of the “Colorado Consumer Protection Act” or the “Unfair Practices Act”, articles 1 and 2 of title 6, C.R.S., and that a party to such a Contract may have the right of civil action under such laws, including obtaining the recourse or penalties specified in such laws.

GEORGIA RESIDENTS ONLY:

This is not a contract of insurance.

This Agreement does not cover consequential damages that result from a covered Breakdown or normal wear and tear.

This Agreement only provides coverage for one-family or two-family residential building structures. This Agreement also does not provide coverage for condominium units if they are within a building structure that houses more than two families.

Our obligations under this Agreement are insured under a Surety Bond issued by Philadelphia Indemnity Insurance Company, 4050 Crums Mill Road, Suite 201 Harrisburg, PA 17112. You are entitled to make a direct claim against this Company if We fail to pay any claim or refund within 60 days after You have filed proof of loss with Us.

Arbitration results will be non-binding relative to Contracts issued to Georgia residents.

Cancellations and Refunds

You may cancel this Agreement by informing Us of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Agreement Fee, provided no claims have been paid. If Your cancellation request is made more than thirty (30) days from the date of purchase, or if a claim has been paid within the first thirty (30) days, You will receive a pro-rata refund, less 10% of the refund amount due. We may not cancel this Agreement except for fraud, material misrepresentation, or nonpayment by You. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If We cancel this Agreement, You will receive a 100% pro-rata refund. In no event will claims be deducted from any refund. This Agreement will be interpreted and enforced according to the laws of the state of Georgia.

ILLINOIS RESIDENTS ONLY:

THIS IS NOT A CONTRACT FOR INSURANCE.

IOWA RESIDENTS ONLY:

The issuer of this Contract is subject to regulation by the insurance division of the department of commerce of the state of Iowa. Complaints which are not settled by the issuer may be sent to the insurance division.

KENTUCKY RESIDENTS ONLY:

This is not an insurance policy; APHW is backed by its Full Faith and Credit. The holder of this Service Contract shall be entitled to make a direct claim against the insurer upon the failure of the maker to pay any claim within 60 days after the claim has been filed with Philadelphia Indemnity Insurance Company, 4050 Crums Mill Road, Suite 201, Harrisburg, PA 17112.

MISSOURI RESIDENTS ONLY:

Obligations of the Provider under this Service Contract are backed only by the Full Faith and Credit of the Provider (issuer) and are not guaranteed under a reimbursement insurance policy.

This Agreement does not cover any pre-existing defects. In order to qualify for coverage, potentially covered items must be fully operational and in satisfactory working condition upon occupancy of the home.

Cancellations and Refunds

You may cancel this Agreement by informing Us of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Agreement Fee of Your Agreement, provided no claims have been paid. If Your cancellation request is made more than 30 days from the date of purchase, or if a claim has been paid within the first 30 days, You will receive a pro-rata refund of the Contract Fee, minus any paid claims and less an administrative fee not to exceed 10% of the Contract Fee.

Use of Non-Original Manufacturer Parts

We will approve the use of non-original manufacturer parts in providing the services We are required to perform under this Agreement.

NEVADA RESIDENTS ONLY:

Cancellations and Refunds

If You are not satisfied with the manner in which We are handling a claim on the Contract, You may contact the Commissioner by calling 888.872.3234. You may cancel this Agreement by returning the Service Contract to Us within 20 days of Your receipt of the Service Contract (the “free-look period”) and You will receive a 100% refund of the full Agreement Fee of Your Agreement, provided no claims have been paid. If Your cancellation request is made after the free-look period, or if a claim has been paid during the free-look period, You will receive a pro-rata refund of the Contract Fee, less a \$25.00 cancellation fee. If You request cancellation of this Agreement within the free-look period and the refund is not paid or credited within 45 days after return of the Agreement to Us, a 10% penalty will be added to the refund for every 30 days the refund is not paid. This provision applies only to the original purchaser of the Agreement. Any such refund may be credited to an outstanding balance of Your account, and the excess, if any, returned to You. The cost of benefits paid or services provided during the current Contract year will be deducted from any refund issued pursuant to the holder's cancellation of this Contract. We may cancel this Agreement if the reason for cancellation is Nonpayment by You of the Contract Fee, or a material misstatement by You relating to the covered property or its use, an act or omission by You, or a violation by You of any condition of the Service Contract, which occurred after the effective date of the Service Contract and which substantially and materially increases the service required under the Service Contract, however, no such cancellation may become effective until at least 15 days after the notice of cancellation is mailed to You. You will receive a pro-rata refund of the Contract Fee.

THERE IS A 30-DAY WAITING PERIOD FOR: WATER WELL, SEPTIC and THE BUYER OF A FORECLOSURE OR A REPOSSESSED HOME. There is no coverage for the seller of a foreclosure or a repossessed home.

NEW JERSEY RESIDENTS ONLY:

You may cancel this Agreement by informing APHW of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Agreement fee, provided no claims have been paid. If Your cancellation request is made more than 30 days from the date of purchase, or if one or more claims has been paid, You will receive a pro-rata refund of the Agreement fee, minus the amounts paid by APHW on claims.

If You request cancellation of this Agreement within 30 days of the purchase date of the Agreement and the refund is not paid or credited within 45 days after cancellation of the Agreement to APHW, a 10% penalty will be added to the refund for every 30 days the refund is not paid.

If APHW cancels this Agreement, APHW must provide You with a written notice at least 5 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Agreement and/or material misrepresentation or substantial breach of duties by You relating to the covered property or its use. If APHW cancels, You will receive a pro-rata refund of the Agreement based upon the length of the Agreement and the time the Agreement has been in effect as of the date of cancellation.

APHW will approve the use of refurbished, reconditioned, non-original manufacturer parts in performing Our obligations under the Agreement.

Obligations of the Provider under this Service Contract are backed by the Full Faith and Credit of the Provider.

NEW MEXICO RESIDENTS ONLY:

Cancellations and Refunds

You may cancel this Agreement by informing Us of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Contract Fee of Your Agreement, provided no claims have been paid. If Your cancellation request is made more than 30 days from the date of purchase, or if a claim has been paid within the first 30 days, You will receive a pro-rata refund of the Contract Fee, minus any paid claims and less an administrative fee not to exceed 10% of the Contract Fee.

If You request cancellation of this Agreement within thirty (30) days of the purchase date of the Agreement and the refund is not paid or credited within sixty (60) days after return of the Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Agreement.

If We cancel this Agreement, We must provide You with a written notice at least 15 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract Fee or a material misrepresentation or substantial breach of duties by You relating to the covered property or its use.

OHIO RESIDENTS ONLY:

This Contract is non-cancellable by buyer or person entitled to benefits under this Contract.

SOUTH CAROLINA RESIDENTS ONLY:

This is not a contract of insurance.

You may cancel this Agreement by informing Us of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Contract Fee of Your Agreement, provided no claims have been paid. If Your cancellation request is made more than 30 days from the date of purchase, or if a claim has been paid within the first 30 days, You will receive a pro-rata refund of the Contract Fee, minus any paid claims.

If You request cancellation of this Agreement within thirty (30) days of the purchase date of the Agreement and the refund is not paid or credited within forty-five (45) days after return of the Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Agreement.

If We cancel this Agreement, We must provide You with a written notice at least 15 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract Fee or a material misrepresentation or substantial breach of duties by You relating to the covered property or its use. If We cancel this Agreement, You will receive a refund based upon one-hundred percent (100%) of the unearned pro-rata Contract Fee of this Agreement.

If You have any questions regarding this Contract, or a complaint against the Provider, You may contact the South Carolina Department of Insurance, 1201 Main St. Ste. 1000, Columbia, SC 29201 or Post Office Box 100105, Columbia, SC 29202-3105, or 800.768.3467.

Transfer of Coverage/Agreement

If ownership of the covered premises changes during the Contract term, You must notify APHW at 1.800.648.5006, within 30 days of property transfer for the Contract to be transferred to the new owner of the covered premises.

Use of Non-Original Manufacturer Parts

We will approve the use of non-original manufacturer parts in providing the services We are required to perform under this Agreement.

TEXAS RESIDENTS ONLY:

Any place in the Contract where the term "deductible" appears, Texas Residents should read this as a "Plan Fee". The Plan Fee varies in amount, as shown on pages 2-4, depending on the Plan You selected when You purchased the Warranty, and is the amount You are responsible to pay per repair for covered Breakdowns.

NOTICE: YOU THE BUYER HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS CONTRACT.

FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE.

This Contract is issued by a Residential Service Company licensed by the Texas Real Estate Commission. Complaints about this Contract or Company may be directed to the Texas Real Estate Commission at P.O. Box 12188, Austin, TX 78711-2188, 512.936.3049. The purchase of a residential service contract, or home warranty contract, is optional, and similar coverage may be purchased from other residential service companies or insurance companies authorized to conduct business in Texas.

UTAH RESIDENTS ONLY:

This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guaranty Association.

LISTSECURE® IS NOT AVAILABLE IN UTAH.

Page 9, GENERAL, Item 6 is deleted and replaced with; Grounds for cancellation include material misrepresentation, substantial change in risk, and substantial breaches of contractual duties. Notice of cancellation is effective no sooner than 30 days after the delivery or first-class mailing of a written notice to You. Cancellation for nonpayment is effective no sooner than 10 days after delivery or first-class mailing of the notice.

Items with pre-existing conditions are excluded from coverage; all items on which a claim may be made must be properly installed and fully operational on the effective date of this Service Contract.

WASHINGTON RESIDENTS ONLY:

This Contract is inapplicable to and does not provide services for items that are prohibited or excluded by Washington law.

WISCONSIN RESIDENTS ONLY:

Cancellations and Refunds

This Agreement may be cancelled by the Provider only for nonpayment of the Provider fee, material misrepresentation by the Contract holder to the Provider or administrator, or substantial breach of duties by the Service Contract holder relating to the covered product or its use. In the event of a total loss of property covered by this Agreement that is not covered by a replacement of the property pursuant to the terms of this Agreement, You are entitled to cancel this Agreement without a cancellation fee, less any claims paid.

You may cancel this Agreement by informing Us of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Agreement Fee of Your Agreement, provided no claims have been paid. If Your cancellation request is made more than 30 days from the date of purchase, or if a claim has been paid within the first 30 days, You will receive a pro-rata refund of the Contract Fee, minus any paid claims and less an administrative fee not to exceed 10% of the Contract Fee.

If You request cancellation of this Agreement within thirty (30) days of the purchase date of the Agreement and the refund is not paid or credited within forty-five (45) days after return of the Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Agreement. If You cancel this Agreement, the administrative fee shall not exceed the lesser of 10% of the Contract Fee or twenty-five dollars (\$25.00). Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You.

If We cancel this Agreement, We must provide You with a written notice at least 5 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract Fee, or a material misstatement by You relating to the covered property or its use. If We cancel this Agreement, You will receive a refund based upon one-hundred percent (100%) of the unearned pro-rata Contract Fee of this Agreement.

THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

WYOMING RESIDENTS ONLY:

Holding a Service Contract covering a home in Wyoming:

Cancellations and Refunds

The following terms, restrictions or conditions shall govern cancellation of this Service Contract prior to the termination or expiration date of the Service Contract by either the Provider or by the Service Contract holder. APHW shall mail a written notice to the Service Contract holder at the last known address of the Service Contract holder contained in the records of the provider at least ten (10) days prior to cancellation by the Provider. Prior notice is not required if the reason for cancellation is nonpayment of the Provider fee, a material misrepresentation by the Service Contract holder to APHW or a substantial breach of duties by the Service Contract holder relating to the covered product or its use.

The original Service Contract holder may return the Service Contract within twenty (20) days of the date the Service Contract was mailed to the Service Contract holder or within ten (10) days of delivery if the Service Contract is delivered to the Service Contract holder at the time of sale or within a longer time period permitted under the Service Contract. Upon return of the Service Contract to APHW within the applicable time period, if no claim has been made under the Service Contract prior to its return to APHW, the Service Contract is void and APHW shall refund to the Service Contract holder, or credit the account of the Service Contract holder, with the full purchase price of the Service Contract. The right to void the Service Contract provided in this subsection is not transferable and shall apply only to the original Service Contract purchaser, and only if no claim has been made prior to its return to APHW. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to APHW.

The Contract holder may terminate the Contract for any reason.

Arbitration

The arbitration clause in the main body of this service contract does not apply. In the event of any disagreement, the parties may agree to arbitration in a separate written agreement.

Real Estate Home Warranty Agreement Information

Seller's coverage for the listing period starts the date the application is received and accepted by APHW and continues until closing or until the listing is cancelled, whichever occurs first.

Buyer's coverage begins at the close of sale and continues for one (1) year from that date (or two (2) years if the 2-year plan is chosen), provided payment has been received by APHW within seven (7) business days after close of sale in order for coverage to be in force. **See terms, conditions, and limitations within this Agreement, located on pages 7-11 of this Contract.**

The charges shown for principal dwelling and additional dwellings include the full amount of all fees, if any, payable to the real estate Broker and its agents for administering, processing and advertising.

This Agreement does not cover any pre-existing defects. In order to qualify for coverage, potentially covered items must be fully operational and in satisfactory working condition upon occupancy of the home.

Seller acknowledges by signature and/or payment, that he or she has read, understands and accepts this Real Estate Home Warranty Agreement, including all Service Agreement Terms & Conditions on pages 7-11 and that the obligation of APHW to perform hereunder is conditional upon the truth and accuracy of statements made in these declarations and upon full performance of this Agreement by the Seller. The seller further acknowledges that any known pre-existing defects have been declared and that all systems for which coverage is provided are fully functional and in good and satisfactory operating condition and will be in good operating condition on the transfer date of coverage to the Buyer and upon occupancy of the home and is obligated to pay the cost of this Home Warranty protection at closing. **Seller Preferred Upgrade fee is due at closing. Seller understands and agrees that APHW reserves the right to request payment of the Seller Preferred Upgrade if service has been performed on an upgraded system or appliance in the event of listing expiration or cancellation of coverage.**

Buyer acknowledges by signature and/or payment, that he or she has read, understands and accepts this Real Estate Home Warranty Agreement, including all Service Agreement Terms and Conditions on pages 7-11 and the obligation of this Agreement by the Seller and Buyer that all systems are in good and satisfactory operating condition on the transfer date of coverage to the Buyer and upon occupancy of the home.



Start A Claim

24/7/365 Person-to-Person Claims Service



We must receive your contractor's diagnosis of the item failure and provide you with telephone approval before having any work done. Reimbursement for services will not be made without prior approval.

1. Start Your Claim

First, make sure the item is covered by your plan.

If the item is listed as covered, you may start your claim.

Online: APHW.COM

Click the **Start A Claim** button at the top of the page. Then follow the instructions to start your claim online and obtain a claim number.

Phone: 1.800.648.5006

An APHW customer service representative will take your information, assign you a claim number, and review instructions to complete your claim.

2. Schedule

Once you receive a claim number, you may then call and schedule a local licensed contractor of your choice. Once your contractor arrives, they must first diagnose your problem.

Important: Before the contractor does any work, have the contractor call APHW with the diagnosis.

An APHW customer service representative will speak with you and your contractor to determine the approved dollar amount covered by your warranty. Your contractor may then make the necessary repairs.

3. Payment

Your APHW customer service representative will make sure that arrangements for payments are made. You will be required to pay the contractor a deductible for each trade call, or the actual cost; whichever is less.

An APHW customer service representative will follow up with you after the repairs are made to make sure you are completely satisfied with the work that was done.



Today's Date: 08 / 02 / 2023 ☒ New Listing ☐ Change to Existing Listing ☐ Is an Exception

Listing Address: 31890 Dohany DR, Farmington Hills, Michigan 48336	FOR LISTING EXCEPTIONS ONLY	Reason:
MLS Listing #: 20230060569		Date: / /20 to / /20 <small>Leave Blank if this is a One-Time Rule</small>
		Time: : AM to : AM <input type="radio"/> PM <input type="radio"/> All-Day Only On: <input type="radio"/> Mon <input type="radio"/> Tue <input type="radio"/> Wed <input type="radio"/> Thur <input type="radio"/> Fri <input type="radio"/> Sat <input type="radio"/> Sun

Call Order # <input type="radio"/> 1st <input type="radio"/> 2nd <input type="radio"/> 3rd <input type="radio"/> 4th	Listing Agent: Michael W Oberstadt Office Name: KW Showcase Realty	<input type="radio"/> I want to Confirm <input type="radio"/> Just send an FYI
	Mobile: (248) 360-2900 Alt. Phone:	<input type="radio"/> Phone <input type="radio"/> Email <input type="radio"/> Text
	Email: michaeloberstadt@kw.com	Notification of Conf & Canc'd Appts. via <input type="radio"/> Phone <input type="radio"/> Email <input type="radio"/> Text

Call Order # <input checked="" type="radio"/> 1st <input type="radio"/> 2nd <input type="radio"/> 3rd <input type="radio"/> 4th	<input type="radio"/> Agent	Name: Test Seller	<input checked="" type="radio"/> I want to Confirm <input type="radio"/> Just send an FYI
	<input checked="" type="radio"/> Owner	Mobile: (248) 213-8000 Alt. Phone:	<input checked="" type="radio"/> Phone <input type="radio"/> Email <input checked="" type="radio"/> Text
	<input type="radio"/> Occupant	Email:	Notification of Conf & Canc'd Appts. via <input type="radio"/> Phone <input type="radio"/> Email <input type="radio"/> Text

Call Order # <input type="radio"/> 1st <input type="radio"/> 2nd <input type="radio"/> 3rd <input type="radio"/> 4th	<input type="radio"/> Agent	Name: Test Sellers Husband	<input type="radio"/> I want to Confirm <input checked="" type="radio"/> Just send an FYI
	<input checked="" type="radio"/> Owner	Mobile: (248) 213-8001 Alt. Phone:	<input type="radio"/> Phone <input type="radio"/> Email <input checked="" type="radio"/> Text
	<input type="radio"/> Occupant	Email:	Notification of Conf & Canc'd Appts. via <input type="radio"/> Phone <input type="radio"/> Email <input type="radio"/> Text

Call Order # <input type="radio"/> 1st <input type="radio"/> 2nd <input type="radio"/> 3rd <input type="radio"/> 4th	<input type="radio"/> Agent	Name:	<input type="radio"/> I want to Confirm <input type="radio"/> Just send an FYI
	<input type="radio"/> Owner	Mobile: Alt. Phone:	<input type="radio"/> Phone <input type="radio"/> Email <input type="radio"/> Text
	<input type="radio"/> Occupant	Email:	Notification of Conf & Canc'd Appts. via <input type="radio"/> Phone <input type="radio"/> Email <input type="radio"/> Text

Appointment	Handling <input type="radio"/> Don't Allow Appt Center to Take Appts. <input type="radio"/> Don't Allow Online Scheduling	Appointment Type <input checked="" type="radio"/> Appt. Required Conf. with ANY <input type="radio"/> Appt. Required Conf. with ALL <input type="radio"/> Courtesy Call <input type="radio"/> Go & Show <input type="radio"/> Refer to Listing Agent	Appointment Restrictions <input type="radio"/> Don't Schedule Inspections <input type="radio"/> Don't Schedule Appraisals	Lead Time Required hr(s) Suggested hr(s)	Max Appt. Length <input type="radio"/> 15 mins <input checked="" type="radio"/> 30 mins <input type="radio"/> 45 mins <input type="radio"/> 1 hr <input type="radio"/> 1 hr 30 mins <input type="radio"/> 2hrs
	Overlaps <input type="radio"/> Yes - No Need to Inform Showing Agent <input checked="" type="radio"/> Yes - Please Inform the Showing Agent <input type="radio"/> No - Exclusive Showings Only				

Access Information	<input checked="" type="radio"/> Combo <input type="radio"/> Supra <input type="radio"/> SentriLock <input type="radio"/> Risco LB <input type="radio"/> Other	1234 Combination	Access Notes Lock box on front door	<input checked="" type="radio"/> Front Door <input type="radio"/> Back Door <input type="radio"/> Side Door	Alarm Information Disarm Code: Arm Code: Passcode:
		Serial #			
		Other			

Notes to Appt. Staff	Notes to Showing Agent	<input checked="" type="radio"/> Please leave card. <input checked="" type="radio"/> Scramble lockbox when leaving. <input checked="" type="radio"/> Return and secure key in lockbox. <input checked="" type="radio"/> Please lock doors. <input checked="" type="radio"/> Please remove shoes or wear booties. <input checked="" type="radio"/> Please turn off lights.
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