

# PURCHASE AGREEMENT

(MICHIGAN)

**NOTE: If any of the items mentioned in this agreement do not apply, please indicate so by writing/typing "does not apply", "n/a", or "waived".**

1. The undersigned Buyer and Seller each acknowledge that they have read and signed the seller's disclosure statement.
2. **Lead-Based Paint Addendum.** Transactions involving homes built prior to 1978 require a written disclosure which is hereby attached and will be an integral part of this Agreement.
3. **Property Description.** Buyer hereby offers to buy the property located in the:  City  Village  Township of \_\_\_\_\_, County of \_\_\_\_\_, Michigan, commonly known as \_\_\_\_\_ (Street address, City, Zip code)

Parcel # \_\_\_\_\_

**The following paragraph applies only if the Premises include unplatted land:**

Seller agrees to grant Buyer at closing the right to make (insert number) \_\_\_\_\_ division(s) under Section 108(2), (3), and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller does not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval on or before \_\_\_\_\_, of the proposed division to create the Premises.

4. **Price.** Buyer offers to buy the property for the sum of \$ \_\_\_\_\_ U.S. Dollars.
5. **Terms** (check one). SOURCE OF FUNDS TO CLOSE: Buyer states that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.

**CASH.** The full purchase price upon execution and delivery of Warranty Deed.

**NEW MORTGAGE.** The full purchase price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a \_\_\_\_\_ type \_\_\_\_\_ (year) mortgage in the amount of \_\_\_\_\_ % of the sale price bearing interest at a rate not to exceed \_\_\_\_\_ % per annum (rate at time of loan application), on or before the date the sale is to be closed. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within \_\_\_\_\_ days after the Effective Date, not to impair the Buyers' credit after the date hereof, and to accept such loan if offered. Should any part of the new mortgage be FHA/VA insured, (check one) Seller \_\_\_\_\_ Buyer, will agree to pay an amount not to exceed \$ \_\_\_\_\_, representing repairs required as a condition of financing. Exceptions: \_\_\_\_\_

**SELLER FINANCING** (check one).

Land Contract  Purchase Money Mortgage

*In the case of seller financing,* Buyer agrees to provide Seller with a credit report within 72 hours after the Effective Date. If the credit report is unacceptable to the Seller, the Seller shall have the right to terminate this offer within 48 hours of Seller's receipt, or if Buyer fails to provide said credit report to Seller within the time frame allotted, the Seller shall have the right to terminate this offer within 48 hours. Seller is advised to seek professional advice regarding the credit report.

\$ \_\_\_\_\_ upon execution and delivery of \_\_\_\_\_ form, a copy of which is attached, wherein the balance of \$ \_\_\_\_\_ will be payable in monthly installments of \$ \_\_\_\_\_ or more including interest at \_\_\_\_\_ % annum, interest to start on date of closing, and first payment to become due thirty (30) days after date of closing. The entire unpaid balance will become due and payable \_\_\_\_\_ months after closing.

Exceptions: \_\_\_\_\_

**OTHER.** \_\_\_\_\_

6. **Contingencies.** The Buyer's obligation to consummate this transaction (check one):
  - IS NOT CONTINGENT:** is not contingent upon the sale or exchange of any other property by Buyer.
  - IS CONTINGENT UPON CLOSING:** is contingent upon closing of a sale or exchange of Buyer's property located at: \_\_\_\_\_, on or before \_\_\_\_\_. A copy of Buyer's agreement to sell or exchange that property is being delivered to Seller along with this offer.
  - IS CONTINGENT UPON THE SALE AND CLOSING:** is contingent upon the execution of a binding agreement and the closing of a sale or exchange of Buyer's property located at: \_\_\_\_\_, on or

before \_\_\_\_\_. Seller will have the right to continue to market Seller's property until Buyer enters into a binding agreement to sell or exchange Buyer's property and delivers a copy thereof to Seller. During such marketing period, Seller may enter into a binding contract for sale to another purchaser on such price and terms as the Seller deems appropriate, and in such event this Agreement will automatically terminate and Buyer's deposit will be refunded. Exceptions: \_\_\_\_\_

7. **Fixtures & Improvements.** All improvements and appurtenances are included in the purchase price including, if now in or on the property the following: all buildings; landscaping; lighting fixtures and their shades and bulbs; ceiling fans; hardware for draperies and curtains; window shades and blinds; built-in kitchen appliances, including garbage disposal and drop-in ranges; wall to wall carpeting, if attached; all attached mirrors; all attached TV mounting brackets; all attached shelving; attached work benches; stationary laundry tubs; water softener (unless rented); water heater; incinerator; sump pump; water pump and pressure tank; heating and air conditioning equipment (window units excluded); attached humidifiers; heating units, including add-on heating stoves and heating stoves connected by flue pipe; fireplace screens, inserts, and grates; fireplace doors, if attached; liquid heating and cooking fuel tanks if owned by Seller; TV antenna and complete rotor equipment; satellite dish and necessary accessories and complete rotor equipment; all support equipment for in ground pools; screens and storm windows and doors; awnings; installed basketball backboard, pole and goal; mailbox; flagpole(s); fencing, invisible in ground fencing and all related equipment, including collars; detached storage buildings; underground sprinkling, including the pump; installed outdoor grills; all plantings and bulbs; garage door opener and control(s); and any and all items and fixtures permanently affixed to the property; *and also includes:*

*but does not include:*

8. **Heating and Cooking Fuels.** Liquid heating and cooking fuels in tanks are included in the sale and will transfer to Buyer at time of possession unless usage is metered (in which case it is not included in the sale). Sellers are responsible for maintaining heating and cooking fuels at an operational level and shall note permit fuels to fall below 10% in the tank(s) at the time of possession except that the tank(s) may be empty only if now empty. Further, the seller is precluded from removing fuel from tank(s) other than what is expended through normal use.

Exceptions: \_\_\_\_\_

9. **Assessments** (choose one). If the property is subject to any assessments:

Seller shall pay the entire balance of any such assessments that are due and payable on or before the day of closing.

Seller shall pay all installments of such assessments that become due and payable on or before day of closing. Buyer shall assume and pay all other installments of such assessments.

10. **Property Taxes.** Seller will be responsible for any taxes billed prior to those addressed below. Buyer will be responsible for all taxes billed after those addressed below.

*Buyer is also advised that the state equalized value of the property, principal residence exemption information and other real property tax information is available from the appropriate local assessor's office. Buyer should not assume that buyer's future tax bills on the property will be the same as the seller's present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred.*

No proration. (Choose one):

Buyer  Seller will pay taxes billed summer \_\_\_\_\_ (year);  Buyer  Seller will pay taxes billed winter \_\_\_\_\_ (year);

Calendar Year Proration (all taxes billed or to be billed in the year of the closing). Calendar year tax levies will be estimated, if necessary, using the taxable value and the millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying for January 1 through the day before closing.

Fiscal Year Proration. Taxes will be prorated as though they are paid in (choose one):  advance.  arrears.

Fiscal Year will be assumed to cover a 12 month period from date billed, and taxes will be prorated to the date of closing. Fiscal year tax levies will be estimated, if necessary, using the taxable value and millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying through the day before closing. Exceptions:

11. **Well/Septic.** Within ten (10) days after this Agreement is fully executed, the Seller will arrange and pay for an inspection and written report by the county health department or by a qualified inspector (as defined by the county health department, if applicable) of the primary well used for human consumption (including water test for coliform bacteria and nitrates) and septic systems (including tank pumping, if required) in use on the property. If the evaluation report(s) in any of the above circumstances disclose(s) a condition which the Buyer deems unacceptable or that doesn't meet county standards where the county requires minimum standards as a condition of sale, Buyer shall notify the Seller in writing, within five (5) days after the date Buyer has received the applicable report(s), of such condition and request the corrective action. If Seller does not agree or fails to respond within fifteen (15) days of Buyer's requested corrective action, Buyer shall have the right to terminate this Agreement by providing written notice to Seller within three (3) days from receipt of Seller's written refusal (if any) or from the expiration of the aforementioned fifteen (15) day period, and Buyer's good-faith deposit will be refunded. Buyer agrees that the contingency provided by this paragraph shall be deemed to have been waived if (1) Buyer fails to provide written notice of a condition deemed unacceptable within five (5) days after Buyer has received the applicable report(s); or (2) Buyer fails to terminate this Agreement in writing as provided above. If these contingencies are waived or if Buyer elects to close this transaction, Buyer shall be deemed to have accepted the well and/or septic in its "as is" condition as of the date of closing.

Exceptions: \_\_\_\_\_

12. **Inspections & Insurability.** By signing this Agreement, Buyer is representing that the Buyer has the right to inspect the buildings, premises, and building components and systems, or have the buildings, premises, and building components and systems inspected by experts selected by the Buyer.
- The Buyer has waived his/her right to inspections.
  - The Buyer has elected to arrange and pay for any inspections including, but not limited to Plumbing; Heating, Ventilating & Air Conditioning; Electrical; Telephone (hard-wired landline); Structural, including roof; Termites and other wood destroying insects; Radon, Air Quality and/or Mold; Water Test for Lead and Nitrites (required if FHA or VA financing). Any damage, misuse, abuse, or neglect of any portion of the property or premises as a result of inspections will be Buyer's responsibility and expense.
- It is the Buyer's responsibility to investigate (i) whether the property complies with applicable codes and local ordinances and whether the property is zoned for Buyer's intended use; and (ii) whether the Buyer can obtain a homeowner's insurance policy for the property at price and terms acceptable to Buyer. In the event of VA financing, Seller will pay for the inspection for termites and other wood destroying insects. All inspections and investigations will be completed within **ten (10) days** after the Effective Date. If the results of Buyer's inspections and investigations are not acceptable to Buyer, the Buyer may, within the above referenced period, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's good-faith deposit, or make a written proposal to Seller to correct unsatisfactory conditions that Buyer does not accept. If the Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the results of the inspection reports and investigations without repairs or corrections and will proceed to closing according to the terms and conditions of this Agreement. Seller may negotiate with Buyer or, by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. Failure of the Seller to respond or to arrive at a mutually agreeable resolution within **three (3) days** after Seller's receipt of Buyer's proposal shall result in a termination of this Agreement and a return of any applicable good-faith deposit.
- Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether intentionally or negligently) regarding any aspect of the premises or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by the Seller. Accordingly, if Buyer chooses no inspections, fails to complete inspections, or submits no written proposals, Buyer agrees to accept the premises "as is" and "with all faults", except as otherwise expressly provided in the documents specified in the preceding sentence.
- Exceptions: \_\_\_\_\_
13. **Municipal Compliances.** The Seller will arrange and pay for current certificates of occupancy, sidewalk compliance, and smoke detector ordinances, if applicable.
14. **Title Insurance.** Seller agrees to convey marketable title to the property ordered through Delta Abstract & Title subject to conditions, limitations, reservation of oil, gas and other mineral rights, existing zoning ordinances, and building and use restrictions and easements of record. An **expanded coverage** ALTA Homeowner's Policy of Title Insurance in the amount of the purchase price shall be ordered by Seller and furnished to Buyer at Seller's expense, and a commitment to issue a policy insuring marketable title vested in Buyer, including a real estate tax status report, will be made available to Buyer within **ten (10) days** after the Effective Date. If Buyer so chooses, or if an expanded policy is not applicable, then a **standard** ALTA Owners' Policy of Title Insurance shall be provided. If Buyer objects to any conditions, Buyer may, within **three (3) days** from the aforementioned ten (10) day period, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's good-faith deposit, or make a written proposal to Seller to correct unsatisfactory conditions that Buyer does not accept. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the conditions and will proceed to closing according to the terms and conditions of this Agreement. Seller may negotiate with Buyer or, by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. Failure of Seller to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal shall result in a termination of this Agreement and a return of any applicable good-faith deposit.
- Exceptions: \_\_\_\_\_
15. **Property Survey.**       Buyer                       Seller (check one) shall obtain and pay for:
- A boundary survey certified to Buyer with iron corner stakes and with improvements and easements located on a map of survey.
  - A surveyor's report or sketch (not a boundary survey) re-certified to Buyer showing the approximate location of improvements.
  - No survey.
- When closing occurs, Buyer shall be deemed to have accepted the boundaries of the property and the location of such improvements thereon. Exceptions: \_\_\_\_\_
16. **Home Protection Plan.** Buyer and Seller have been informed that home protection plans may be available. Such plans may provide additional protection and benefit to the parties.
- Exceptions: \_\_\_\_\_
17. **Prorations.** Rent; association dues/fees, if any; insurance, if assigned; interest on any existing land contract, mortgage or lien assumed by Buyer; will all be adjusted to the date of closing.

18. **Possession.** Seller will maintain the property in its present condition until the completion of the closing of the sale. Possession to be delivered to Buyer, subject to rights of present tenants, if any:  
 At the completion of the closing of the sale.  
 At \_\_\_\_\_  a.m.  p.m. on the \_\_\_\_\_ day **after** completion of the closing of the sale, during which time Seller will have the privilege to occupy the property and hereby agrees to pay the Buyer \$ \_\_\_\_\_ as an occupancy fee for this period payable at closing, WITHOUT PRORATION. Payment shall be made in the form of cash or certified funds.  
 If Seller fails to deliver possession to Buyer on the agreed date, Seller shall become a tenant at sufferance and shall pay to Buyer as liquidated damages \$ \_\_\_\_\_ per day plus all of the Buyer's actual reasonable attorney's fees incurred in removing the Seller from the property.  
 If Seller occupies the property after closing, Seller will pay all utilities during such occupancy. Buyer will maintain the structure and mechanical systems at the property. However, any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of any portion of the property will be Seller's responsibility and expense. On the agreed delivery date, Seller shall deliver the property free of trash and debris and in broom-clean condition, shall remove all personal property (unless otherwise stated in this or an additional written agreement), shall make arrangements for final payment on all utilities, and shall deliver all keys to Buyer.  
 Exceptions: \_\_\_\_\_
19. **Closing.** If agreeable to both parties, the sale will be closed with Delta Abstract & Title as soon as closing documents are ready, but not later than \_\_\_\_\_. An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee, if applicable, except in the case of VA financing where the Seller will pay the entire closing fee.  
 Exceptions: \_\_\_\_\_
20. **Good-Faith Deposit.** Buyer deposits \$ \_\_\_\_\_, to be held by (insert name of seller, title company, other in the following space) \_\_\_\_\_ to apply toward the purchase price. If this offer is not accepted or if the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the good-faith deposit shall be refunded to Buyer.
21. **Other Provisions.** \_\_\_\_\_  
 \_\_\_\_\_
22. **Mergers and Integrations.** This Agreement is the final expression of the complete agreement of the parties and there are no oral agreements existing between the parties relating to this transaction. This Agreement may be amended only in writing signed by the parties and attached to this Agreement.
23. **Fax or Electric Distribution.** The parties agree that any signed copy of the Agreement transmitted by facsimile or other electronic means shall be deemed one in the same as an original copy.
24. **Buyer's Acknowledgment.** Buyer hereby acknowledges receipt of a copy of this Agreement.

Date	Signature
Phone number	Print name as it is to appear on all closing documents
Date	Signature
Phone number	Print name as it is to appear on all closing documents
Email address	

25. **Seller's Acceptance.** The Above Offer is Hereby Accepted:  As written.  As written except:

26. **Certification of Previous Disclosure Statement.** Seller certifies to Buyer that the property is currently in the same condition as Seller previously disclosed in Seller's Disclosure Statement dated \_\_\_\_\_. Seller agrees to inform the Buyer in writing of any changes in the content of the disclosure statement prior to closing.

27. **Notice to Seller.** Seller understands that consummation of the sale or transfer of the property described in this Agreement will not relieve the Seller of any liability that Seller may have under the mortgages to which the property is subject, unless otherwise agreed to by the lender or required by law or regulation.

28. **Seller's Acknowledgment.** Seller has read this Agreement and acknowledges receipt of a copy.

_____	_____
Date	Signature
_____	_____
Phone number	Print name
_____	_____
Date	Signature
_____	_____
Phone number	Print name
_____	
Email address	

29. **Buyer's Receipt/Acceptance.** Receipt is hereby acknowledged by Buyer of Seller's acceptance of Buyer's offer. In the event the acceptance was subject to certain changes from Buyer's offer, Buyer agrees to accept said changes, all other terms and conditions remaining unchanged.

_____	_____
Date	Signature
_____	_____
Date	Signature

30. **Seller's Receipt.** Seller acknowledges receipt of Buyer's acceptance of counter offer.

_____	_____
Date	Signature
_____	_____
Date	Signature