

Agreement of Sale

1. **PROPERTY DESCRIPTION:** The undersigned Purchaser hereby offers and agrees to purchase property located in Michigan, City/Township/Village of _____ County of _____

Property ID# _____ Legal description _____

Also being commonly known as _____ Zip _____
Street Address _____

Purchase is subject to existing building and use restrictions, easements, and zoning ordinances, unless contract specifies otherwise.

Property described above shall include all available mineral rights, all fixtures, improvements and appurtenances now in or on property, including all built-in appliances/equipment, shelving, cabinets, all lighting fixtures, ceiling fans, attached carpeting, curtain and drapery hardware, window shades and blinds, attached mirrors, telephone system (not individual plug-in instruments), television antennas, satellite dishes (any accessories and complete rotor equipment), storm doors, storm windows, screens, awnings garage door openers and transmitters, water softeners (if owned) and security systems (if owned), mail box, fences, fireplace (inserts, doors, screens, gas logs, grates, gas attachments and equipment), attached humidifiers, all landscaping, fuel in tanks, central vacuum and attachments, and

2. **PRICE:** Purchaser agrees to pay the sum of _____ Dollars\$(_____)

3. **METHOD OF PAYMENT:** All money must be paid in U.S. funds by certified or cashiers check, or any other manner acceptable to closing agent. Sale shall be completed by the following method: (Mark only the box that applies.)

A. **CASH SALE.** Delivery of a Warranty Deed conveying a marketable title.

B. **CASH SALE WITH NEW MORTGAGE.** Delivery of a Warranty Deed conveying a marketable title. This agreement is contingent upon the purchaser being able to secure a _____ Mortgage in the amount of \$_____ and pay \$_____ down plus mortgage costs, prepaid items, and adjustments in cash. Purchaser agrees to apply for such mortgage within _____ calendar days from date of Seller's acceptance. If a mortgage commitment, conditioned only upon marketable title, is not obtained within _____ calendar days from date of agreement, Seller shall be notified immediately. The Purchaser and Seller may agree to extend agreement to a date certain, or cancel the contract and the deposit shall be returned. (FHA or VA attached addendum.)

C. **SALE TO EXISTING FINANCING OR LAND CONTRACT SALE.** (See attached "ADDENDUM" made a part hereof).

4. **EARNEST MONEY:** Purchaser is depositing \$_____ in the form of cash, personal check, cashier's check or money order (check one). Earnest money shall be held and deposited by the Title Company in a separate custodial or trust account in accordance with the rules and regulations of the State of Michigan, and applied to the purchase price if the sale is consummated. If the offer made is not acceptable to the Seller the earnest money shall be returned to the Purchaser. Title company hereby acknowledges receipt of the earnest money and a copy of this agreement shall serve as a receipt to Purchaser. Title company will release earnest money only upon one of the following conditions:

- Closing of this transaction
- Mutual Release signed by Seller and Purchase
- Interplead with Circuit Court

5. **ACKNOWLEDGMENT OF EARNEST MONEY DEPOSIT:** Received By _____

Received by signature

Date

PURCHASER'S INITIAL

SELLER'S INITIAL

6. **CLOSING:** Subject to all conditions herein, closing shall take place within 10 days after written mortgage approval, if applicable. Said closing shall take place at _____ unless otherwise mutually agreed. Seller shall pay all state and county transfer taxes and other costs required to convey title. Other _____.
7. **POSSESSION:** Seller shall deliver and the Purchaser shall accept possession of said property. If the Seller occupies the property it shall be vacated on or before _____ days after closing. From the day of closing to the date of vacating the property as agreed, SELLER SHALL PAY the sum of \$ _____ per day. THE BROKER, OR DESIGNATED TITLE COMPANY, SHALL RETAIN from the amount due the Seller at closing the sum of \$ _____ as security for said occupancy charge, paying to the Purchaser the amount due and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker. (Broker has no obligation or otherwise for seeing that the premises are vacated on the date specified or for the condition of the premises, etc., but is only acting as an escrow agent for holding the occupancy deposit.)
- If the seller fails to give possession to Purchaser as provided and Seller retains the property beyond the agreed time, Seller may be liable for the cost of eviction proceedings, attorney fees, damages and other cost incurred by Purchaser in obtaining possession and collecting the amount due. If tenant(s) occupy the property see attached Tenant Addendum.
8. **AVAILABILITY OF HOME PROTECTION PLANS:** Purchaser and Seller are hereby notified of benefits of having premises covered by a Home Protection Plan and are aware that such plan may be purchased mutually or separately by either party.
9. **SEWER AND WATER CHARGES :** Seller agrees to pay all sewer and water charges to date of CLOSING POSSESSION. (Closing to apply if no choice is made.) Designated escrow agent shall retain from amount due Seller at closing a minimum of \$300.00 for water charges. When final water bill is verified paid any unused portion shall be returned to Seller. If seller fails to produce a bill within 30 days of vacating the property seller shall forfeit any claim to funds in escrow account and the entire amount shall be delivered to the purchaser.
10. **TITLE EVIDENCE AND OBJECTIONS:** Seller authorizes broker to order title insurance within ten (10) business days of acceptance of offer and to furnish Purchaser an Owners Policy Commitment of Title insurance without standard exceptions prior to closing. After closing, a Policy of Title Insurance will be issued in the amount of purchase price, bearing date later than acceptance hereof guaranteeing title in condition required for performance of this Agreement. If objection to title is made, based upon written opinion of Purchaser that title is not in condition required for performance hereunder, Seller shall have 30 calendar days from date notified in writing of particular defects claimed, either (1) to remedy title, or (2) to obtain title insurance as required above. Purchaser agrees to complete sale within 10 calendar days of written notification thereof. If seller in good faith is unable to remedy title or obtain title insurance within said 30 days, at Purchaser's option this Agreement may be declared null and void.
11. **SURVEY:** It is recommended that Purchaser obtain a survey.
12. **PROPERTY TAXES:** Seller shall pay all property taxes due and payable on or before date of closing. Current taxes shall be prorated and adjusted as of date of closing in accordance with due date basis of municipality or taxing unit in which property is located.
13. **PRIVATE ROADS:** If the property is located on a private road see addendum. (Private Road, Condominium, or Homeowners Association Addendum).
14. **SPECIAL ASSESSMENTS:** Seller shall discharge all public authority charges (special assessments, water, sewer, paving charges, etc.), which are currently due and payable. Purchaser shall assume responsibility for future payments for multiple year assessments and any future assessments not yet recorded or invoiced, subject to municipal ordinance.
15. **CONDOMINIUM AND HOMEOWNERS ASSOCIATION ASSESSMENTS:** Any condominium, homeowner association dues/assessments/liens shall be paid by seller at closing. Current dues shall be prorated. Purchaser will pay any and all dues/assessments/liens coming due after closing. (See Condominium or Homeowners Addendum)
16. **MAINTENANCE OF THE PROPERTY:** Before Closing Seller is responsible to keep property in substantially the same condition as of date of this Agreement; maintaining grounds and providing routine maintenance of heating/air conditioning, sewer, septic, wells, plumbing, electrical systems and any included appliances and equipment until property is vacated and keys are surrendered by Seller. Seller is responsible to keep all systems in working order until vacating; except for any conditions that may have been disclosed in Seller's Disclosure Statement or conditions discovered by Purchaser as part of any inspections made by or on behalf of Purchaser where Purchaser accepted such conditions. After Closing the Purchaser is responsible to repair or replace any breakdown of above mentioned systems, roof leaks or foundation leaks during the possession period. The Seller is responsible for notifying the Purchaser of any defects with these systems immediately upon discovery. Seller further agrees to keep all utility services (electric, gas, and water) operating until date of possession by Purchaser. . In event property herein has been winterized, it shall be the obligation and expense of Seller to de-winterize property prior to closing. Seller agrees to leave property broom-clean and free of debris and any personal property. Purchaser agrees to acquire utility service (electric, gas heating fuel, etc) upon taking possession.
17. **RISK OF LOSS:** If loss or damage to property occurs before closing for any reason including but not limited to a natural disaster, risk of loss shall be on the Purchaser. If property is destroyed or substantially damaged prior to closing, at Seller's option, this Agreement may be declared null and void.

PURCHASER'S INITIAL

SELLER'S INITIAL

18. **DEFAULT:** In the event of default by the Seller, the Purchaser may elect to enforce the terms hereof or demand and be entitled to, a refund of the entire deposit in full termination of this agreement. In the event of default by the Purchaser, the Seller may elect to enforce the terms hereof or declare forfeiture and retain the deposit as liquidated damages.
19. **DISCLAIMER OF BROKER(S):** Brokers and Salespersons specifically disclaim any responsibility for condition of property or for performance of this Agreement by the parties. It is further understood and agreed that neither Listing Broker nor Selling Broker warrants property's condition nor do they assume responsibility for any representations made by Seller pertaining to its condition.

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_____ Not applicable due to For Sale by Owner transaction: Both parties to initial.

20. **FINAL WALK-THROUGH PRIOR TO CLOSING:** Buyer reserves the right to walk through property within 48 hours prior to closing to confirm all terms of Agreement have been met.
21. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between Purchaser and Seller. Seller and Purchaser acknowledge neither Listing Broker or Selling Broker, or their salespersons, is a party to this agreement. It is further understood that no promises have been made other than those that are in writing and signed by all parties involved. **VERBAL AGREEMENTS ARE NOT BINDING.**
22. **SUCCESSORS AND ASSIGNS:** Agreements herein shall bind executors, administrators, successors and assigns of respective parties, if applicable.
23. **CLOSING FEE:** Buyer agrees to pay for closing fees as may be charged by the lender, and the Title Company at closing.
24. **COUNTER OFFER PROVISION:** In the event Seller makes ANY written change\ to terms and conditions herein, such changes, if initialed and signed by Seller, will constitute a counter offer by Seller to Purchaser. Acceptance occurs when Purchaser initials each change, signs Purchaser Acknowledgment of Receipt and delivers notice to Seller. Seller reserves the right to accept subsequent offers prior to knowledge of acceptance of Purchaser thereby declaring the counter offer null and void.

PURCHASER'S INITIAL

SELLER'S INITIAL

25. **LEAD-BASED PAINT DISCLOSURE :** (For residential housing built prior to 1978.) Purchaser acknowledges that prior to signing the Purchase Agreement, Purchaser received and reviewed a copy of the Lead Based Paint Seller's Disclosure Form dated _____ the terms of which are incorporated herein.

_____ Purchaser shall have a 10 day opportunity after the date of this agreement to conduct a lead based inspection of
Initials the property.

_____ Purchaser waives their opportunity to conduct a lead-based inspection.
Initials

26. **INSPECTION OF PROPERTY:** Broker recommends that Purchaser obtain an independent private inspection of property at Purchaser's expense. These may include but are not limited to any inspection(s) or research deemed necessary by Purchaser, including; structural integrity, condition of mechanical systems, environmental status, health or safety conditions, surveys, and infestation by wood destroying insects. Purchaser agrees to obtain an inspection within a period of 5 calendar days from date of acceptance herein. If Purchaser does not notify Seller in writing by 6:00 P.M., within 2 calendar days after inspection, that the inspection has revealed substantial defects in the structural, plumbing, heating or electrical systems in excess of normal usage, and provides Seller with a written copy of the inspection report attached thereto, all terms and conditions of the Purchase Agreement shall be binding and sale shall be consummated as specified therein. In the event that the inspection report reveals substantial defects as stipulated above which are not defects disclosed by Seller in the Seller's Disclosure Statement, then Seller shall proceed under one of the following options:

(A) Acknowledge within (5) business days of Seller's receipt of inspection results that Seller will treat the condition and repair, by licensed contractor, the defect at Seller's own expense.

(B) Terminate the Agreement and refund the deposit to the Purchaser, within (5) business days of Seller's receipt of inspection results.

Should Seller elect to terminate the agreement, the Purchaser shall still have the option to consummate the purchase transaction, taking the property in an "as-is" condition, with whatever defects exist. To exercise this option, Purchaser must provide Seller with written notice of such decision within 3 calendar days from Seller's notice of their election to terminate the agreement, and prior the return of escrow funds.

Purchaser Does _____ Does Not _____ Desire to have Property Inspection
Purchaser's Initials Purchaser's Initials

- 27. **PURCHASER ACCEPTANCE OF AS-IS CONDITION**: If Purchaser elects to close notwithstanding reported conditions of any inspection report, Purchaser shall be deemed to have accepted property in its "as is" condition as of the date of closing and holds Seller and Broker (s) involved in this transaction harmless for any future problems. Purchaser hereby knowingly waives releases and relinquishes any and all claims or causes of action against Brokers, their offices, directors, employees' and/or its agents for the condition of property.
- 28. **LIABILITY OF BUYER FOR DAMAGE**: Purchaser shall be solely responsible for any and all damage to property as a result of any and all inspection(s) of property authorized by or conducted by Purchaser. Purchaser shall pay for any and all necessary repairs to restore property to its condition prior to inspection(s) or shall reimburse Seller for actual cost of such restoration.
- 29. **BUYER RESEARCH**: Broker recommends the Purchaser research square footage, any building and use restrictions, easements of record and ordinances and/or regulations enacted by government entities to ensure intended use of premises.
- 30. **WELL AND SEPTIC SYSTEM INSPECTION**: If property is serviced by well and/or septic system, Seller shall provide at Sellers expense, and deliver to Purchaser within 15 days of acceptance, an inspection report by county health department or other qualified inspector, as required by county or state authorities. See Addendum
- 31. **MUNICIPALITY INSPECTIONS**: If a municipal inspection and/or certification of premises are required by local ordinance, regulation, State or Federal law, or Purchaser's lending institution, Seller agrees to pay for said inspections. Seller agrees to complete any and all repairs required by municipality.

32. **OTHER TERMS AND CONDITIONS**: _____

33. **EXCLUDED ITEMS** _____

Any attached items NOT specifically excluded herein, or by addendum, shall be considered included in the sale

- 34. **RECOMMENDATION FOR LEGAL COUNSEL**: It is recommended that all parties to this agreement retain an attorney to protect their interest.
- 35. **PURCHASER SIGNATURE AND ACKNOWLEDGMENT OF RECEIPT**: Buyer hereby makes offer with terms and conditions contained herein. Purchaser acknowledges receipt of a copy of this Agreement.

WITNESS _____ PURCHASER _____
 DATE _____ PURCHASER _____

- 36. **ACCEPTANCE OF AGREEMENT OF SALE**: The above terms of purchase are accepted and Seller acknowledges receipt of a copy hereof. Sellers hereby direct that no further offers be presented after acknowledgment of this offer.

WITNESS _____ SELLER _____
 DATE _____ SELLER _____

- 37. **PURCHASER ACKNOWLEDGMENT OF SELLERS ACCEPTANCE**: Purchaser hereby acknowledges receipt of Seller's signed acceptance of this Agreement and by signing below shall constitute a final acceptance to terms and conditions contained herein.

WITNESS _____ PURCHASER _____
 DATE _____ PURCHASER _____