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Ann Arbor, MI 48104  
Broker ID# 358528  
Phone (734) 741-1000  
Fax (734) 222-7006



**RE/MAX**  
**Platinum**



Each Office Independently Owned and Operated

**FENTON**  
1100 Torrey Road  
Fenton, MI 48430  
Broker ID# 341375  
Phone (810) 629-5800  
Fax (810) 750-4408

**BRIGHTON**  
6870 Grand River, Ste. 200  
Brighton, MI 48114  
Broker ID# 252481  
Phone (810) 227-4600  
Fax (810) 227-4465

**HARTLAND**  
11200 Highland Road  
Hartland, MI 48353  
Broker ID# 341376  
Phone (810) 632-5050  
Fax (810) 632-7789

## PURCHASE AGREEMENT

PURCHASER (legal name) \_\_\_\_\_ (Marital Status) \_\_\_\_\_

PURCHASER (legal name) \_\_\_\_\_ (Marital Status) \_\_\_\_\_

PURCHASER'S Current Address \_\_\_\_\_

SELLING OFFICE \_\_\_\_\_ RE/MAX Platinum \_\_\_\_\_ Phone \_\_\_\_\_ Office ID \_\_\_\_\_

SELLING AGENT \_\_\_\_\_ Phone \_\_\_\_\_ License # \_\_\_\_\_

LISTING OFFICE \_\_\_\_\_ Phone \_\_\_\_\_ Office ID \_\_\_\_\_

LISTING AGENT \_\_\_\_\_ Phone \_\_\_\_\_ License # \_\_\_\_\_

1. **AGENCY.** I (We) acknowledge receipt of the Agency Disclosure Form and acknowledge selecting the following agency representation as marked below:

SELLING OFFICE is:  The Seller's Agent Exclusively;  
 Purchaser's Agent Exclusively;  
 A Dual agent representing both Seller and Purchaser with our permission;

LISTING OFFICE is:  The Seller's Agent Exclusively;  
 A Dual agent representing both Seller and Purchaser with our permission.

2. **THE UNDERSIGNED** hereby offers and agrees to purchase, subject to easements and restrictive covenants of record, the following

property in the  City  Village  Township of \_\_\_\_\_, County of  Livingston

\_\_\_\_\_, Michigan described as follows:  See attached legal  Lot# \_\_\_\_\_ or  Unit # \_\_\_\_\_

of \_\_\_\_\_

also known as: \_\_\_\_\_ Tax I.D. # \_\_\_\_\_ together with all fixtures and appurtenances in or on the premises (unless specifically exempted herein), including if any, lighting fixtures, shades, blinds, drapery & curtain hardware, attached mirrors, screens, storm doors and windows, garage door openers (including transmitter(s)), water softener (rental units excepted), built in appliances, heating unit (including wood stove and fireplace gas logs), attached fireplace screens and doors, attached humidifier, all TV antennae (including rotor equipment and satellite dishes and controls), landscaping, wall to wall carpet, mailboxes as well as the following personal property for which a bill of sale shall be given, including:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Exclusions:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and to pay therefore, the sum of \_\_\_\_\_  
DOLLARS (\$ \_\_\_\_\_).

Buyer Initials  
  Seller Initials

**3. THIS OFFER IS MADE SUBJECT TO FINANCING TERMS AND SATISFACTORY COMPLETION OF THE FOLLOWING CONDITIONS AS MARKED:**

- a)  CASH SALE Delivery of the statutory Warranty Deed conveying a marketable title. Payment of purchase money to be made by cashier's check or money order.
- b)  CASH SALE WITH NEW MORTGAGE Delivery of the statutory Warranty Deed conveying a marketable title. This agreement is contingent upon the Purchaser being able to secure a  Conv  FHA  VA  OTHER mortgage in the amount of \$ \_\_\_\_\_ for a term of \_\_\_\_\_ years and pay \$ \_\_\_\_\_ down, plus mortgage costs, prepaid items, and adjustments in cash. Purchaser further agrees to apply for such mortgage within \_\_\_\_\_ calendar days from acceptance of this offer at his own expense and shall comply with all requirements of said lending institution in a timely manner. If a commitment from the lending institution cannot be obtained at no fault of the Purchaser within \_\_\_\_\_ calendar days from the date of acceptance, this offer can be declared void by the Seller and deposit shall be returned to Purchaser. Receipt of a non-contingent commitment from lending institution within time limit will eliminate this contingency.
- c)  SALE TO EXISTING MORTGAGE - SIMPLE ASSUMPTION (See Attached Addendum).
- d)  SALE TO EXISTING MORTGAGE - REQUALIFICATION REQUIRED (See Attached Addendum).
- e)  SALE ON LAND CONTRACT, PURCHASE MONEY MORTGAGE OR ASSUMPTION OF EXISTING LAND CONTRACT (See Attached Addendum).
- f)  CASH SALE WITH NEW BRIDGE/EQUITY LOAN (See Attached Addendum).
- g)  OTHER (See attached Addendum)

**4. EARNEST MONEY** The broker is hereby authorized to present this offer and the deposit of (\$ \_\_\_\_\_ )

Dollars as indicated  CASH  Check # \_\_\_\_\_ or  Promissory Note/Other \_\_\_\_\_ ,

to be held by the Selling Broker under the rules promulgated under the Michigan Real Estate License Law and the terms herein set forth.

**BROKER'S ACKNOWLEDGMENT OF EARNEST MONEY DEPOSIT** Received from the above named Purchaser the deposit money above mentioned, which will be applied to the purchase price at closing , or will be refunded if the foregoing offer and deposit are declined. If deposit is by Check, it will be refunded to Purchaser within 15 business days after deposit into Broker's account but not earlier than 10 business days after deposit into Broker's account.

Broker, Remax Platinum, by \_\_\_\_\_ .  
This is a cooperative sale with \_\_\_\_\_  
and \_\_\_\_\_  
commission will be paid to the Selling Broker as offered by listing broker in MLS (# \_\_\_\_\_ ). The CSB is \_\_\_\_\_ %.

**5. POSSESSION**

- At close
- To be given on or before \_\_\_\_\_ days after closing subject to the rights of tenants, if any. From the day after closing through the day of vacating the property as agreed, Seller shall pay \$ \_\_\_\_\_ per day. The Listing Broker shall retain from the amount due Seller at closing the amount equal to \_\_\_\_\_ days of said occupancy charge, paying to Purchaser the amount due and returning to Seller the unused portion as determined by date property is vacated and keys surrendered to Listing Broker. The parties acknowledge that the Broker has no obligation implied or otherwise for seeing that the premises are vacated on the date specified or for the condition of the premises, etc., but is acting only as an escrow agent for holding of the occupancy deposit. If occupancy money is to be released in 30 day increments, all parties initial here \_\_\_\_\_ .

<input type="checkbox"/>	<input type="checkbox"/>	Buyer Initials
<input type="checkbox"/>	<input type="checkbox"/>	Seller Initials

6. **ADDITIONAL CONDITIONS** (Mark if Applicable)

- a)  Subject property abuts a private road which has not been accepted as a public road and is not required to be maintained by the county road commission or other public or municipal body.
- b)  Listing Broker shall retain \$200.00 from the Seller at closing for water/sewer charges to date of occupancy. When the final bill is paid, any unused portion shall be returned to Seller.
- c)  Rents  Interest  Association Dues  Condominium Fees  Other \_\_\_\_\_ shall be prorated and adjusted to date of closing.
- d)  The closing of this sale shall take place as provided in the general conditions after removal of all financing contingencies, but in no event later than \_\_\_\_\_.
- e)  FHA or VA financing addendum required ( See Attached Addendum).
- f)  Seller's Disclosure form received prior to execution of this Purchase Agreement.
- g)  Attorney package required.
- h)  Fuel in tank(s)  is included in sale price  is not included in sale price and fuel shall be prorated at time of closing.
- i)  This offer is void if not accepted by \_\_\_\_\_.
- j)  This Offer is contingent on the sale of the Purchaser's home (See Attached Addendum which becomes a part of this agreement).
- k)  If contingent on sale of Purchaser(s)' home, all time lines shall start upon acceptance of offer on Purchaser(s)' home.
- l)  This Offer is contingent on the closing of the sale of Purchaser(s)' home. (See Attached Addendum).
- m)  This is a Back up Offer (See Attached Addendum).
- n)  Seller to provide Home Warranty or  Purchaser(s) waive Home Warranty  Purchaser(s) to buy Home Warranty.
- o)  Splits – Seller shall convey at closing all divisions available under Section 1089 of the Land Division Act, Act No. 288 of Public Acts of 1967.
- p)  This offer contingent upon the house appraising for the purchase price. In the event the house does not appraise for the purchase price, purchaser may at his option declare the purchaser's agreement null and void.
- q)  Other Addendum(s) attached.

7. **PROPERTY INSPECTION(s)** Purchaser shall have the option for \_\_\_\_\_ calendar days after acceptance of this agreement to have the property inspected and tested by licensed inspector(s) of the Purchaser's choice and at the Purchaser's expense. The inspection(s) and test(s) may include, but are not limited to, building structure, mechanical systems, environmental items, water, septic and pest. If not satisfied with the condition of the property the Purchaser shall notify the Seller in writing with a copy of the inspection report(s) specifying any defective or unsatisfactory condition(s) no later than \_\_\_\_\_ calendar days after each test result is received or inspection is completed. If no written notice of a defective condition is received or no inspection or test is held within the time allotted, the right to inspect shall be deemed waived and the Purchaser shall accept the property "as is". In the event of a timely and valid notice of substantial defect (substantial defect shall be any defect with a value of more than \$500.00) or unsatisfactory test result, the Purchaser shall have the option to request Seller to correct the defect up to applicable building code or health and environmental standards, or terminate this agreement with full refund of the Earnest Money Deposit to the Purchaser. In the event Purchaser requests a correction of the defect, Seller has option to correct the defect as outlined above or return Purchaser's Earnest Money Deposit in full termination of this agreement.

<input type="checkbox"/>	<input type="checkbox"/>	Buyer Initials
<input type="checkbox"/>	<input type="checkbox"/>	Seller Initials

**8. LEAD BASED PAINT DISCLOSURE** Purchaser acknowledges that prior to signing this Purchase Agreement, Purchaser has received and reviewed a copy of the Lead-Based Paint Seller's Disclosure Form completed by the Seller, terms of which are incorporated herein by reference. Check one of the following:

- Purchaser shall have a \_\_\_\_\_ day opportunity after the date of this agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead-based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If Purchaser is not satisfied with the results of this inspection, upon notice from Purchaser to Seller within this period, this agreement shall terminate and any deposit shall be refunded to Purchaser.
- Purchaser hereby waives his opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**9. DEFAULT** Purchaser agrees to close within 10 days after all contingencies are removed and title commitment has been issued, unless otherwise agreed in writing by all parties hereto. Failure to close within 10 days after removal of all contingencies, unless otherwise agreed in writing by all parties, shall be deemed an event of default. In the event of default by Seller hereunder, the Purchaser may, at his option, elect to enforce the terms hereof, or demand and be entitled to an immediate refund of Purchaser's entire deposit as liquidated damages. In the event of default by the Purchaser hereunder the Seller may at his option elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.

**10. TITLE INSURANCE** As evidence of title, Seller agrees to furnish to Purchaser as soon as possible a title insurance commitment  with  without standard exceptions  "Extended Coverage Policy" or other similar title insurance product from a title company of Seller's choice in an amount not less than the purchase price, bearing a date later than the acceptance hereof. Purchaser shall provide a mortgage report survey for issuance of the owner's policy without exception or the "Extended Coverage Policy" policy. If a staked survey is required,  Seller Pays  Purchaser Pays. Purchaser agrees to close with and have a loan policy issued by Select Title Company. If written objection to the title is made to Seller, based upon a written opinion of the Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date he is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) Purchaser may elect to proceed with the sale accepting such title as Seller is able to convey, or (3) refund earnest money deposit in full termination of this agreement if unable to remedy the title. After delivery of the reissued title insurance commitment, the Purchaser agrees to complete the sale in accordance with the terms of this agreement. Purchaser to pay a closing fee, to the title company at closing, in the event the title insurance company prepares closing documents and/or closes the sale.

**11. PRORATED ITEMS** All taxes and assessments which have become a lien upon the land as of the date of this Agreement and are now due and payable, whether recorded or not recorded, shall be paid by the Seller. All assessments which have become a lien upon the land as of the date of this Agreement and are now due and payable, whether recorded or not recorded,  shall be paid by Seller(s)  shall be assumed by the Purchaser(s). At closing all taxes covering the current taxing period shall be adjusted from the date upon which each of said taxes become due and not the fiscal year of the taxing authority and Purchaser shall reimburse Seller for such proportion thereof as the number of days from the date of closing to the next date upon which said tax shall become due bears to 365. Unless otherwise agreed, interest, rents, insurance, condominium or association dues, fees and other items to be prorated shall be prorated and adjusted in a like manner. Listing Broker may retain from the amount due Seller at closing, amounts required to cover any charges where applicable. When the final charges, bill, or reading, is received, the unused portion shall be returned to Seller. Seller agrees to pay for any prorated fees where applicable to the date vacating. Any deficiency in the amount withheld shall be paid by the Seller.

**12. Arbitration** Any condition or demand of Seller(s) or Buyer(s), arising out of this agreement, but limited to any dispute over the disposition of any earnest money deposits or arising out of or related to the physical condition or any property covered by this agreement including without limitation to, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the American Arbitration Association and the Michigan Association of REALTORS. This is a separate voluntary agreement, between the Buyer(s) and Seller(s). Failure to agree to arbitrate does not affect the validity of this agreement. A judgment of any circuit court shall be rendered upon the award or determination made pursuant to this Offer to Purchase. This agreement is specifically made subject to and to incorporate the provision of Michigan law governing arbitration. MCL 600.500 1, as amended and the applicable court rules, MCR 3.602, as amended. The terms of this agreement shall survive the closing. The parties acknowledge that they understand that by agreeing to binding arbitration, they have given up their right to a day in court and that they understand the arbitration process and that the award of the arbitrator is final and conclusive and not appealable except for limited due process reasons as set forth in the Michigan law and court rules herein before set forth. The parties do not do wish to agree at this time to arbitrate any further disputes.

**13. FEES OR CONSIDERATIONS** Purchaser and Seller hereby acknowledge notice of the fact that Broker may accept a fee or consideration with regard to the placement of an abstract, loan, mortgage, life, fire, theft, title, home warranty insurance or other casualty or hazard insurance arising from this transaction and expressly consent thereto as required by the provisions of rules promulgated under the Michigan Real Estate Licensing Law. Purchaser acknowledges that they will, at the time of closing, pay a document storage and compliance fee of \$295.00 to Remax Platinum.

Buyer Initials  
  Seller Initials

**14. ENTIRE AGREEMENT** This agreement supersedes any and all understandings and agreements, and both parties agree that neither party has relied on any representation of the Broker, his salesperson(s) or Broker's agents concerning the fitness and condition of the property. The Broker and his agents assume no responsibility for the condition of the property and for the performance of the contract, and hold harmless the real estate offices and agents for any adverse conditions. We further state that there are no oral agreements other than those stated in the offer. We acknowledge that Brokers are not acting as appraisers, builders, accountants, environmentalists, inspectors, tax advisors, or lawyers.

**15. CONDITION** Until possession is delivered, Seller agrees to keep the property in substantially the same condition as of the date of this agreement and agrees to maintain heating, well, septic, plumbing, electrical system and other equipment in normal working order, to keep the roof watertight and maintain the grounds. Seller further agrees to keep all utility services operating until the date of closing. In the event the property herein has been winterized, it shall be the obligation and expense of the Seller to dewinterize the property prior to closing. The Purchaser has a right to a walk-through inspection of the premises within 72 hours prior to closing. This walk-through will provide Purchaser with an opportunity to confirm that this paragraph has been complied with and shall not be deemed an opportunity to renegotiate the terms and conditions of this agreement.

**16. Parties Bound** The covenants herein shall bind and inure to the benefits of the executors, administrators, successors and assigns of the respective parties.

**17. Closing Costs** Unless otherwise provided in this agreement, it is agreed that seller shall pay all State and county transfer taxes and costs required to convey clear title. Unless otherwise provided in this agreement, Purchaser shall pay the cost of recording the deed and/or security interest and all mortgage closing costs required by mortgagee.

**18. Release and Limitation** Buyer and Seller acknowledge that the real estate brokers and agents have made no representations concerning the condition of the property covered by this Agreement and the marketability of title, and Buyer (s) and Seller (s) release the Listing Broker and Selling broker, and their respective agents, employees, attorneys and representatives, with respect to all claims arising out of or related to this Buy and Sell agreement, any addendums or counteroffers. Buyer and Seller agree that any and all claims or lawsuits which they may have against the Listing Broker and its agents and Selling Broker and its agents relating to their services must be filed no more than one (1) year after the date of closing on the transaction described in this Agreement. Buyer and Seller waive any statute of limitations to the contrary.

**19. Fax and Emails** The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be delivered by use of a fax and/or email and the signatures, initials and modifications shall be deemed to be valid and binding upon the parties as if the original signatures, initials and modifications were present on the documents in the handwriting of each party. Neither party shall assert the Statue of Frauds or non-enforceability or invalidity of the contract because of fax copies and/or emails being used, and both parties specifically waive and relinquish any such defense.

**20. Additional Conditions.**

TIME IS OF THE ESSENCE

THIS IS A LEGALLY BINDING CONTRACT AND ALL PARTIES ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED TO HAVE AN ATTORNEY REVIEW THE TRANSACTION ON THEIR BEHALF. PURCHASER HEREBY ACKNOWLEDGES THAT THEY HAVE BEEN ADVISED TO HAVE A CONTRACTOR(S) INSPECTION IF THERE ARE ANY QUESTIONS RELATING TO THE CONDITION OF THE PROPERTY.

<input type="checkbox"/>	<input type="checkbox"/>	Buyer Initials
<input type="checkbox"/>	<input type="checkbox"/>	Seller Initials

WITNESS

PURCHASER

X \_\_\_\_\_  
WENDY VALKO

X \_\_\_\_\_  
Legal Signature

\_\_\_\_\_  
Print Name

Date \_\_\_\_\_

X \_\_\_\_\_  
Legal Signature

\_\_\_\_\_  
Print Name

ACCEPTANCE - TO THE ABOVE NAMED PURCHASER AND BROKER: The foregoing offer is accepted and the undersigned agree to sell the described premises on the terms stated. The earnest money deposit first recited above and all other deposits paid to Selling Broker by Purchaser, shall be considered and used as earnest money, and shall be held by the Selling Broker under the terms of this Agreement and according to regulation of the Michigan Department of Commerce. The undersigned agree that on consummation of the sale, or if the sale is not consummated by reason of the failure, inability or refusal of the undersigned to perform the conditions of this Agreement to pay Selling Broker and/or Listing Broker for services rendered, a total commission as set forth in the listing agreement or as herein set forth, for the sale of the property. Seller agrees and understands that earned and/or unpaid commission shall become a lien upon the property. If the deposit money is forfeited for non-performance by Purchaser, one half of such deposit, but not more than the amount specified (as commission) shall be paid to the Selling and/or Listing Broker for such services rendered to be shared between them according to the terms of the listing agreement and the remainder paid to the Seller.

WITNESS

SELLER

X \_\_\_\_\_

X \_\_\_\_\_  
Legal Signature

\_\_\_\_\_  
Print Name

Date \_\_\_\_\_

X \_\_\_\_\_  
Legal Signature

\_\_\_\_\_  
Print Name

Home Address \_\_\_\_\_

THE UNDERSIGNED PURCHASER HEREBY ACKNOWLEDGES THIS RECEIPT OF THE SELLER'S SIGNED ACCEPTANCE OF THE FOREGOING PURCHASE AGREEMENT.

DATED \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_  
PURCHASER Legal Signature PURCHASER Legal Signature

COUNTER OFFER AND TIME LIMIT Counter Offer made by Seller shall be valid until \_\_\_\_\_, at \_\_\_\_\_. If said counter offer is not accepted, and notice given to Listing Agent within said date and time, this counter offer will be null and void and all deposit monies may be refunded.

COUNTER OFFER AND TIME LIMIT Counter Offer made by Purchaser shall be valid until \_\_\_\_\_, at \_\_\_\_\_. If said counter offer is not accepted, and notice given to Selling Agent within said date and time, this counter offer will be null and void and all deposit monies may be refunded.