



CONTRACT TO PURCHASE

Dated _____

LISTING BROKER _____
LISTING AGENT _____ ID# _____
CO-LISTING AGENT _____ ID# _____
EMAIL _____
OFFICE ID# _____ PHONE _____

SELLING BROKER _____
SELLING AGENT _____ ID# _____
CO-SELLING AGENT _____ ID# _____
EMAIL _____
OFFICE ID# _____ PHONE _____

1. PROPERTY – The undersigned hereby offers and agrees to purchase the following land situated in the VILLAGE / TOWNSHIP / CITY of _____, _____ County, _____ (zip code), Michigan, Legal Description, _____ being commonly known as _____ (the “Property”) together with all improvements and appurtenances, if any, now in or on the premises (unless specifically excluded herein), including but not limited to all buildings, fixtures, built- in appliances, all window treatments including hardware, attached mirrors, attached shelving, attached brackets for televisions (excluding flat screen televisions), all attached floor coverings, attached smart electronics and devices (including but not limited to: thermostats, doorbells, security cameras), attached fireplace doors, screens, equipment, and gas logs, garage door openers and controls, all screens, storm windows, storm doors, awnings, shutters, all landscaping, fences and mailboxes, all ceiling fans, any alarm system and all components thereof (*unless rented*), radio and television antennas, including rotors and controls, permanent standby generators, all solar panels, central vacuum systems and attachments, water softener/treatment system (*unless rented*), water pumps, pressure tanks (including all fuel and such tanks), incinerators, if any, and all gas, oil and mineral rights owned by Seller AND:

Excluded items: _____

ANY attached items **NOT** specifically **EXCLUDED** herein *shall be considered included* in the sale. Seller shall provide to Purchaser a “Bill of Sale” for all personal property conveyed at closing.

2. PRICE – Purchaser agrees to pay a “Purchase Price” of _____ Dollars (\$ _____) in consideration for which Seller will provide a **warranty deed** subject to the existing building and use restrictions, easements, zoning ordinances, and rights of way, if any, pursuant to the terms and covenants contained in this “Agreement.”

3. METHOD OF PAYMENT – All money must be paid in U.S Dollars by wired funds, certified, cashiers, or with a licensed title company check acceptable to closing agent. Payment shall be made by the following method:

USE PARAGRAPH ☐ A, ☐ B, ☐ C, ☐ D, and/or ☐ ADDENDUM

☐ **A. CASH SALE** – Purchaser shall tender to Seller the outstanding balance of the purchase price at closing.

☐ **B. CASH SALE WITH NEW MORTGAGE** – This Agreement is contingent upon the Purchaser’s ability 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 _____ **business days** from Seller’s acceptance of this offer, at Purchaser’s own expense. Purchaser agrees that in connection with any mortgage application to a lender, Purchaser will promptly comply with all such lender’s requests for information required to process such loan application. If a firm commitment for such mortgage cannot be obtained within _____ **days** from date of acceptance, Seller, at Seller’s option, can declare in writing that this Agreement is null and void, and the earnest money deposit shall be returned to Purchaser. In the event Purchaser is denied a mortgage commitment within the previously described timeframe, Purchaser shall furnish Seller with the lender’s written verification of such mortgage denial along with a mutual release, and the earnest money deposit shall be returned to purchaser.

☐ **C. SALE ON LAND CONTRACT** – See attached LAND CONTRACT ADDENDUM

☐ **D. SALE TO EXISTING MORTGAGE** – ☐ Simple Assumption, ☐ Requalification Required- see attached TERMS OF SALE ADDENDUM.

4. APPRAISAL CONTINGENCY (Check if applicable) ☐ If the appraised value of the Property is less than the Purchase Price, Purchaser may void this Agreement and the earnest money deposit shall be returned to Purchaser in full termination hereof, or Purchaser may renegotiate this agreement.

(Initials) Seller _____ / _____

(Initials) Purchaser _____ / _____

5. EARNEST MONEY DEPOSIT – Purchaser shall tender \$ _____ in the form of money order, cashier's check, wire transfer, ACH, deposit link, certified funds, within _____ **days** of acceptance by Seller. All monies shall be held by Broker/Designated Escrow Agent in accordance with rules and regulations of the Michigan Department of Labor and Economic Growth and shall be applied to Purchase Price at closing. If this Agreement is not acceptable by Seller, the earnest money deposit shall be refunded to Purchaser. The earnest money deposit shall be disbursed according to terms and conditions contained herein, or according to the terms of a mutual release agreement when signed by all parties to this Agreement, or by a court order.

6. OCCUPANCY – Seller shall deliver, and Purchaser shall accept, possession of the Property as follows: (*check one*)

- ☐ IMMEDIATELY AFTER CLOSING. Seller must keep ALL utilities on until transferred to Purchaser during the final closing process.
- ☐ Seller occupying after closing see **Occupancy Addendum**.
- ☐ Subject to Tenants Rights, see **Tenancy Addendum**.

GENERAL CONDITIONS

7. TITLE EVIDENCE AND SURVEY – Seller agrees to order title insurance upon acceptance of offer and to furnish Purchaser a commitment of Title Insurance to be issued without standard exceptions. Purchaser to secure and pay for a survey, if required by the title company to remove the standard exceptions. After closing, a Policy of Title Insurance, at Seller's sole cost, without standard exceptions will be issued in the amount of purchase price, bearing date of closing or later guaranteeing title in condition required for performance of Agreement. Title Commitment shall be "marked up" at closing insuring through date of recording. Purchaser will use _____ for all of Purchaser's lender title policy and closing.

8. TITLE OBJECTION – If objection to title is made, based upon written notice that title is not in the marketable condition required for performance hereunder, Seller shall have 30 calendar days from the date notified in writing of particular defects claimed, to either: (a) remedy title; or (b) obtain title insurance satisfactory to Purchaser. Purchaser agrees to complete sale within 10 calendar days of written notification that the title has been remedied or by date specified in this Agreement if later. If Seller is unable or unwilling to remedy title within time specified, Purchaser will waive requirement in writing within 10 calendar days of written notification thereof, or Agreement may be declared null and void at Purchaser's option.

9. PRIVATE ROADS – Seller represents that Property is not on a private road. If parties discover that the Property is located on a private road, Seller shall provide Purchaser with a separate document providing notice that private road is not required to be maintained by County Board of Road Commissioners (pursuant to MCL 560.261).

10. MICHIGAN HOMESTEAD EXEMPTION – Seller and Purchaser acknowledge that they must each rescind their homestead exemption on their respective present homes (if applicable) in order to file for and obtain a homestead exemption on a new home. When purchasing a non-homestead or new construction home, Purchaser must own, occupy, and file all necessary forms with their local Assessor's office to claim the exemption for the following year. Broker recommends Purchaser and Seller obtain specific information from the Assessor of the municipality where the Property is located. Purchaser and Seller assume all responsibility and liability for filing of affidavits as to homestead exemptions and hereby release and hold Broker harmless from any and all such liability arising out of and relating thereto.

11. TAXES/PRORATIONS/WATER – All taxes and assessments which constitute a lien upon the land/Property, whether recorded or not recorded, on or before the date of closing, shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with the due date basis of the municipality or taxing unit in which the Property is located. Interest, rents, and security deposits, if any, shall be prorated and adjusted as of the date of closing. Broker/Designated Escrow Agent shall retain from the amount due Seller at closing and a minimum of \$400.00 for water charges. When a final water bill is received, all water adjustments shall be made from the date-of-possession. Seller shall furnish the final water meter reading to the escrow holder, who shall then pay said billing to the proper water authority and return the unused portion to the Seller.

12. TRANSFER TAX – State and County Transfer Tax to be paid by **SELLER**.

13. ASSESSMENTS – Seller shall fully discharge all public authority charges confirmed with the local municipality or taxing unit(s) which are due and payable through closing (i.e., special assessments, water, sewer, paving charges, etc.). **Purchaser** is responsible for all other assessments including but not limited to capital and lateral charges (assessed, but value not yet determined) which are confirmed and become due and payable after closing.

14. CONDOMINIUM/HOMEOWNER ASSOCIATION – Current dues shall be prorated to date of closing. Any fees or delinquent condominium/homeowner association dues/assessments/liens/status or closing fees shall be paid by **Seller** at closing. Any and all dues/assessments/liens, confirmed and coming due and payable after closing, will be paid by **Purchaser**. (See Association/Condominium **Addendum** attached to and made a part of this Agreement).

15. FLOOD INSURANCE – Purchaser agrees to obtain a policy of flood insurance, if required by Purchaser's lender.

16. POOL/SPA/HOT TUBS/SAUNAS – See Pool/Spa/Hot-Tub/Sauna **Addendum** attached to and made a part of this Agreement.

17. SPRINKLER SYSTEM – See Sprinkler System **Addendum** attached to and made a part of this Agreement.

18. HOME WARRANTY – Purchaser and Seller are hereby notified of the benefits of having the premises covered by a home protection plan. Purchaser ☐ accepts ☐ declines a 1-year home protection plan through American Home Shield or _____ to be paid for by ☐ Seller ☐ Purchaser at a cost of \$_____. Purchaser agrees to release and hold Seller, Listing and Selling Brokers and their salespeople harmless from any and all claims which may otherwise be covered by any home protection plan, whether or not Purchaser accepts a plan.

Acknowledged:

Seller

Seller

Purchaser

Purchaser

19. WELL AND SEPTIC SYSTEM INSPECTION – Unless otherwise agreed, it shall be the Seller's responsibility to provide any permit(s) or certification(s) of compliance required by any municipality (city, township, village, or county) for the approval of any well or septic system currently used on the Property. This shall include contracting for any services necessary to determine the status of the current system (i.e., testing of septic field, pumping of tanks, etc.). Seller shall provide, at Seller's expense, and deliver to the Purchaser prior to closing, any *required* governmental agency inspection reports. In the event there are no local government agency requirements, Seller shall provide, at Seller's expense, and deliver to Purchaser prior to closing, a well and septic inspection report by the County Health Department or other duly qualified inspector stating that both well and septic are (i) operational, and (ii) safe for use. Should such report *not* reflect that the well and septic are (i) operational, and (ii) safe for use, Purchaser shall have **three (3) days** from receipt of inspection to declare Purchaser's dissatisfaction; Purchaser may then declare this Agreement null and void, and Seller shall return the earnest money deposit to Purchaser. Otherwise, this Agreement shall be binding with regard to the operation and safety of the Property's well and septic. Seller hereby represents that the well water is potable and the well and septic system, if any, are in good working order, or as disclosed.

20. PRIVATE INSPECTION – (Note: Inspections required by FHA, VA, lenders, or municipalities are not made for, nor should they be relied upon by Purchaser.) **Broker(s) recommend** that Purchaser(s) conduct **independent private inspection(s)** of the Property at **Purchaser's expense**. Purchaser shall be *solely* responsible for any and all damage to the Seller's Property as a result of any and all inspection(s) of property authorized or conducted by Purchaser. Purchaser shall pay for any and all necessary repairs to restore the Seller's Property to its condition prior to inspection(s), or shall reimburse Seller for the actual cost of such restoration. If the property is to be privately inspected, the following clause shall apply: Seller shall grant access to the Property to Purchaser to conduct all necessary inspection(s) of, including but not limited to, roofing, plumbing, mechanical systems, structural integrity, foundation condition, environmental status, health or safety conditions, surveys, infestation, research, and verification of square footage, building and use restrictions, easements, ordinances, regulations, available land splits, school district/boundaries, and property tax status, and of the necessity of flood insurance. Any and all of the Purchaser's elected inspection(s) shall be concluded within _____ **days** from the date of Seller's acceptance of this Agreement. If the inspection(s) disclose(s) any "defects" in the Property or "recommendations of immediate repairs," Purchaser may deliver to Seller any combination of the following within **3 days** following all elected inspections, to which Seller shall respond within **72 hours**, or Purchaser, in Purchaser's sole discretion, may terminate this Agreement pursuant to **subsection (C) or (D)**:

- A. A proposed amendment for mutual agreement that cites a list of repairs and/or conditions to be remedied.
- B. A proposed amendment for mutual agreement with a credit/concession to be applied against the purchase price, and/or a price reduction, in full satisfaction of inspection contingency.
- C. Notice of dissatisfaction of home inspection, which shall render this Agreement null and void. In which case Purchaser and Seller (i) agree to execute a mutual release, and (ii) hereby authorize the Escrow Agent to return the earnest money deposit to Purchaser.
- D. If parties are unable agree to an amendment proposed pursuant to subsections (A) or (B) – or any combination thereof – Purchaser, **in Purchaser's sole discretion**, may either: (i) waive this contingency in writing and elect to proceed with this Agreement notwithstanding the inspection results, or (ii) declare this Agreement null and void by election of subsection (C), above.

(Initials) Seller _____ / _____

(Initials) Purchaser _____ / _____

Should Purchaser elect not to have Property inspected, Purchaser will be conclusively presumed to accept premises in AS-IS condition.

(Initial one) Purchaser: **will** _____ / _____ **will not** _____ / _____ conduct a Private Inspection.

21. CERTIFICATE OF OCCUPANCY – If the municipality where the property is located requires any inspection(s) prior to sale, Seller will pay for all such necessary inspections, and municipality required repairs, if any. Purchaser and Seller acknowledge that:

- A. prior to signing this agreement, they have received and reviewed a copy of the inspection report(s) from the local municipality dated _____, and Purchaser agrees to sign an “AS IS” letter on required items; or
- B. Inspection report(s) is/are not available at the signing of this Agreement. If any inspection report(s) require(s) Purchaser to accept any items “AS IS,” Seller shall provide such inspection report(s) to Purchaser- through Purchaser’s Broker- **within 3 days** of receipt of all such inspection report(s). Purchaser shall notify Seller- through Seller’s Broker- **within 3 days** that Purchaser (i) agrees to sign an “AS IS” letter for required items, or (ii) declares this Agreement null and void, in which case the earnest money deposit shall be returned to Purchaser. In the event any inspection report does not cite any required “AS IS” items, both parties agree Seller shall provide a Certificate of Occupancy for the Property at closing.

22. AS-IS CONDITION – By the execution of this Agreement, Purchaser acknowledges that Purchaser examined the above-described Property and is satisfied with the physical condition of structures thereon and shall purchase the Property in “AS-IS CONDITION,” subject only to inspections described by **paragraph 19, paragraph 20, and paragraph 21**, above, if applicable.

23. DEFAULT – In the event of any legally inexcusable failure to perform by the Purchaser, Seller may elect, at Seller’s option, (i) to enforce the terms hereof, or seek to retain upon written notice to Purchaser the earnest money deposit as liquidated damages, in full termination of this Agreement. In the event of legally inexcusable failure to perform by the Seller, the Purchaser may elect, at Purchaser’s option, (i) to enforce the terms hereof, or (ii) notwithstanding any language to the contrary herein, to obtain upon written demand a refund of any and all deposits, including the earnest money deposit, in full termination of this Agreement. As required by law, if Broker is holding any such deposit(s), Broker shall hold such deposit(s) until all disputes are resolved by (i) the written, mutual consent of the parties, (ii) arbitration of this Agreement, or (iii) a court of law having jurisdiction over the matter. Seller and Purchaser agree that Listing and Selling Brokers and their agents shall neither be made party to, nor be required to file interpleader for, any action taken to enforce or terminate this Agreement. **Parties agree, to the fullest extent of the law, to hold Broker harmless from, and indemnify Broker for, all losses, claims, costs, damages, liabilities, and attorneys’ fees, arising out of and relating to any dispute by the parties over the deposit(s) held by Broker and Broker’s agents, heirs, and assigns, and arising out of and relating to any involvement of the Broker in any action taken by the parties to enforce or terminate this Agreement.**

24. TIME AND PLACE OF CLOSING – If this offer is accepted by the Seller, and if title can be conveyed in the condition required hereunder, then the Purchaser agrees to complete the sale within **ten (10) days** after delivery of the commitment for title insurance. However, if the sale is to be consummated in accordance with a “cash sale with new mortgage” or a “sale to an existing mortgage,” then closing will be the later of: (i) as soon as the mortgage application is approved, (ii) a closing date obtained from the lender, (iii) the satisfaction of any title objections pursuant to **paragraph 7**, (iv) and if applicable, completion of a final inspection of the Property is approved by the Veteran Administration (VA) or Federal Housing Administration (FHA). Closing of the sale shall take place at a location designated by the mortgage lender or at a place designated by the Listing Broker. The purchaser requests _____ (date) as a **non-binding** “target date” for closing. Purchaser shall not be deemed in default of this Agreement for any delay beyond the agreed upon closing date due to reasons arising out of or relating to a delay with Truth in Lending and/or federal disclosure requirements related to Purchaser’s Good Faith Estimate (GFE) or Closing Disclosure (CD).

25. WALK-THROUGH INSPECTION – Broker recommends that, and Purchaser may, on the day before the closing date or at any other time agreeable to the parties, walk through the Property solely to verify that Seller (i) made any such repairs required, (ii) maintained the Property, and that (iii) the terms of this Agreement have been met. No other issues may be raised as a result of the walk-through inspection.

26. SELLER TO MAINTAIN – Seller is responsible to keep Property in like-condition as of date of this Agreement, which includes but is not limited to an obligation to maintain the Property grounds (i.e., clearing walkways and driveway of snow/debris, maintaining landscaping, etc.), to provide routine maintenance of heating/air conditioning, sewer, septic, wells, plumbing, electrical systems and any included appliances and equipment, and to keep the roof and basement watertight, until Property is vacated and keys are surrendered by Seller. Seller is responsible to keep all systems in working order- 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- until the Seller vacates the

Property. Seller shall keep all utility services operating and in Seller's name until closing. In the event property herein has been winterized, it shall be the obligation and expense of Seller to de-winterize Property prior to closing. Before vacating, Seller agrees to leave Property in broom-clean condition, and the attic, crawl space, yard, garage, shed and any outbuildings free of debris, including but not limited to animal waste, refuse, building materials, paint cans and any personal property.

27. NOTICE TO PURCHASER AND SELLER – RE/MAX Team 2000, their agents, assigns, and employees, make no representations to the Purchasers with respect to the information contained on MLS listing ticket. Any information that is pertinent to Purchaser's decision to purchase said property must be verified by Purchaser. Any verification is to be completed during the inspection time-period. **Purchaser understands that any information received from other inspections required by FHA, VA, or municipalities should not be relied upon in whole or in part, as the only source for determining whether to purchase the Property, or as any indication of the Property's condition.** The purchaser has been afforded the right to independent private inspections of the property, and the Purchaser affirms that the property is being purchased in "AS-IS" condition. Purchaser hereby knowingly, willingly, and intelligently waives, releases, and relinquishes any and all claims of action against RE/MAX Team 2000, its officers, directors, employees, and independent sales associates. Purchaser and Seller each recognize and agree that the Broker and sales associates involved in this transaction are not parties to this Agreement. THE BROKER AND SALES ASSOCIATES SPECIFICALLY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED, REPRESENTATIONS, AND RESPONSIBILITY FOR THE CONDITION OF THE PROPERTY, INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, and for the performance of this Agreement by the parties. RE/MAX Team 2000 assumes no liability for performance of any inspections or statements on "Seller Disclosure Form." It is further understood that no promises have been made, other than those that are in writing and signed by all parties involved. NO VERBAL AGREEMENTS ARE BINDING.

28. FEES - Pursuant to Rule 339.22321 of the Michigan Administrative Code, Purchaser(s) and Seller(s) hereby expressly agree and acknowledge that Broker may, when permitted by law, accept a fee or consideration from an abstract, loan or mortgage, life, fire, theft, flood, title or any other casualty or hazard insurance or home warranty arising from this transaction.

29. MISCELLANEOUS

- A. Delivery/Facsimile/Electronic Authority:** Delivery must be made in-writing and may be made in-person. As an alternative to physical delivery, the parties agree that this offer, any counteroffer, or acceptance, may be delivered by use of facsimile/electronic authority (i.e., email) with dated signatures; and all initials and modifications shall be deemed valid and binding upon the parties as if original signatures. Any such electronic communication shall be deemed delivered at the time it is sent or transmitted.
- B. Binding Agreement:** If two or more persons execute this Agreement as Purchaser or Seller, their obligations hereunder shall be joint and several and the covenants herein shall bind and inure to the benefit of the heirs, personal representatives, executors, administrators, successors, and assigns of the respective parties.
- C. Entire Agreement:** The parties agree that this Agreement and any referenced addendums, booklets, and disclosure statements, which shall be attached hereto and fully incorporated herein, contain the entire agreement between Seller and Purchaser, and there are no agreements, representations, statements, or understandings, which have been relied upon by the parties, which are not stated in this Agreement. All parties agree to hold Broker(s) involved in this transaction harmless for disputes between Purchaser and Seller and agree that Brokers/Agents are not acting as appraisers, builders, accountants, environmentalists, inspectors, or lawyers.
- D. No Verbal Representations:** All amendments, addendums, covenants, representations, and warranties must be made in-writing in order to be deemed a part of this Agreement and to bind the parties; no verbal instructions or agreements, implied or express, will bind either party.
- E. Fees: Purchaser agrees to pay a \$_____ fee payable to Broker at closing** to comply with applicable federal and state laws regarding disclosures, document storage and retention. Any additional commission charged shall be specified in the contract between Purchaser and Selling Broker.
- F. Advertising** – Seller and Purchaser further consent that Broker(s) may use their names and property photos in any future advertising or for public relations purposes.
- G. Amendment** – The parties agree that this Agreement may not be altered, amended, modified, or otherwise changed, except by a duly executed written agreement between the parties.
- H. Headings** – The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- I. Grammar and Syntax** – The grammar and syntax used in this Agreement shall be construed to give proper meaning and consistency to its content. Thus, "or" means "and/or," the singular may be construed to include the plural, the plural the singular, and the use of any gender or tense may be construed to include all gender and tenses. The word "parties" shall mean the Purchaser and the Seller, and no others.
- J. Governing Law** – This Agreement shall be governed by and construed according to the law of the State of Michigan, the state in which the property is located. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the drafting Party.

30. BROKER RECOMMENDS THAT ALL PARTIES TO THIS AGREEMENT RETAIN AN ATTORNEY TO PROTECT THEIR INTEREST IN THIS TRANSACTION AND/OR SEEK THE ADVICE OF THEIR ACCOUNTANT OR FINANCIAL ADVISOR.

31. TIME IS OF THE ESSENCE – All parties agree that time is of the essence with regard to all dates and time periods set forth or referred to in and by this Agreement. All extensions of timeframes must be in writing and agreed upon by both Purchaser(s) and Seller(s).

32. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) – Parties to this Agreement shall abide by all FIRPTA requirements.

33. SELLER CONCESSION CLAUSE – (Check if applicable) ☐ In the event Seller offers less than _____% compensation to the Buyer's Agent, (which is the agreed upon amount in the Exclusive Buyer Agency Contract) the Seller agrees to provide a concession at closing. The concession will cover the difference between the compensation offered by the Seller and the amount listed above and shall be reflected as a concession towards Buyer's Agent Compensation.

34. NOTICE OF AGENCY – Seller and Purchaser acknowledge that they have received the form titled, "Disclosure Regarding Real Estate Agency Relationships."

35. ALL PARTIES TO THIS AGREEMENT HAVE BEEN MADE AWARE OF THE AGENCY RELATIONSHIPS WITH THE REAL ESTATE BROKER(S) INVOLVED IN THIS TRANSACTION.

Listing Agent (Broker) is a:

- ☐ Seller's Agent
- ☐ Dual Agent (with Dual Agency Agreement)
- ☐ Transaction Coordinator

Selling Agent (Broker) is a:

- ☐ Buyer's Agent (with Exclusive Buyer Agency Agreement)
- ☐ Dual Agent (with Dual Agency Agreement)
- ☐ Transaction Coordinator

36. ADDITIONAL DOCUMENTS ATTACHED – The following are attached hereto and are made a part hereof (**CHECK ALL THAT APPLY**).

- | | |
|---|---|
| <input type="checkbox"/> Addendum to Contract to Purchase | <input type="checkbox"/> Other Addendum: _____ |
| <input type="checkbox"/> Condominium/Homeowner Association Addendum | <input type="checkbox"/> Pool/Spa/Hot Tub/Sauna Addendum |
| <input type="checkbox"/> Dual Agency Agreement | <input type="checkbox"/> Sale to Existing Mortgage Addendum |
| <input type="checkbox"/> FHA/VA Addendum | <input type="checkbox"/> Seller's Disclosure Statement |
| <input type="checkbox"/> Land Contract Sale Addendum | <input type="checkbox"/> Sprinkler System Addendum |
| <input type="checkbox"/> Lead-Based Paint Seller's Disclosure | <input type="checkbox"/> Tenancy Addendum |
| <input type="checkbox"/> MLS Ticket # _____ | <input type="checkbox"/> Vacant Land Disclosure |
| <input type="checkbox"/> Occupancy Addendum | <input type="checkbox"/> 48/72 Hour Contingency Agreement |

37. ADDITIONAL CONDITIONS (if any) –

38. **EXPIRATION** – This offer is valid until _____ (date) at _____ (time) ☐ a.m. / ☐ p.m. (check one).

39. **OFFER ACCEPTANCE** – In consideration of the Broker's effort to obtain the Seller approval, Purchaser reserves the option to withdraw this offer at any time prior to the Seller signed acceptance, and the earnest money deposit shall be returned forthwith to the Purchaser. If this offer is accepted by the Seller, prior to a withdrawal by Purchaser, the Purchaser agrees to complete the purchase of said property in accordance with the terms herein. Any withdrawal by Purchaser shall only be effective upon delivery to Seller's agent, or to Seller if Seller has no agent.

40. **COUNTEROFFER** – In the event Seller makes any written change to any of the language of the Agreement as originally offered to Seller, such change shall constitute a COUNTEROFFER by Seller, and shall require subsequent written acceptance by the Purchaser in order to bind the parties.

COUNTEROFFER AND TIME LIMIT: COUNTEROFFER made by Seller(s), Purchaser(s) shall be valid until _____ (date) at _____ (time) ☐ a.m. / ☐ p.m. (check one). If said Counteroffer is not accepted within the limit of the date and time and delivered to the listing office, this offer will be null and void and all earnest moneys deposited refunded.

ACCEPTANCE OF COUNTEROFFER: Initials of accepting parties: _____ Date: _____

41. **ACKNOWLEDGMENT** – Upon signing this Agreement, **Purchaser** hereby makes an offer to be bound by the terms and conditions contained herein. Purchaser acknowledges receipt of a copy of this Agreement, and also acknowledges receipt of the **Michigan Seller's Disclosure Statement**, the **Lead-Based Paint Disclosure**, and the document titled, "**Protect Your Family from Lead in Your Home**," if applicable.

PURCHASER: _____ DATE _____

AGENT:

PURCHASER: _____ DATE _____

42. **ACCEPTANCE** – Upon signing this Agreement, **Seller** hereby agrees to be bound by the terms and conditions contained herein. Seller acknowledges receipt of a copy of this Agreement. Seller further agrees that the previously described *Listing Broker* and *Selling Broker* did procure this Agreement and did bring about the sale. After acceptance of this offer, **Seller hereby directs that the listing be marked "pending," and agrees not to allow the Property to be shown, and no further offers be presented** after the inspection contingency is removed or has expired. The foregoing offer is accepted, and the undersigned agree to sell the described Property to the Purchaser in accordance with the terms stated herein.

SELLER: _____ DATE _____

AGENT:

SELLER: _____ DATE _____

Purchaser hereby acknowledges receipt of Seller's signed acceptance/counteroffer of the Agreement

Purchaser (initial or sign) **DATE:** _____