

WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

Any reference to "days" in this Agreement refers to calendar days and any reference to "time" refers to local time. # _____

DATE: _____, _____ (time) MLS # _____

SELLING OFFICE: _____ REALTOR® PHONE: _____ FAX: _____

LISTING OFFICE: _____ REALTOR® PHONE: _____ FAX: _____

1. **Agency Disclosure:** The Undersigned Buyer and Seller each acknowledge that they have read and signed the Disclosure Regarding Real Estate Agency Relationships. The selling licensee is acting as (check one):

- Agent/Subagent of the Seller Buyer's Agent Dual Agent (with written, informed consent of both Buyer and Seller)
- Transaction Coordinator

Selling Agent Name _____ Phone _____ Fax _____

2. **Seller's Disclosure Statement:** (This paragraph applies to sales of one-to-four family residential units.)

- Buyer has received Seller's Disclosure Statement dated _____, subject to Seller's certification in Paragraph 29.
- Buyer has not received Seller's Disclosure Statement, and Buyer's obligations under this Contract are subject to Buyer's receipt of Seller's Disclosure Statement and acceptance of Seller's Disclosure Statement within 72 hours after receipt in the case of personal delivery or 120 hours in the case of delivery by mail. Exceptions: _____

3. **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.

4. **Property Description:** Buyer hereby offers to buy the property located in the _____ City Village Township of _____ County, Michigan, commonly known as _____ St./Ave., _____ Zip Code, with the following legal or tax description: _____
PP# _____

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 and/or REALTOR® do 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.

5. **Price:** Buyer offers to buy the property for the sum of \$ _____ U.S. Dollars

6. **Terms:** The Terms of Purchase will be as indicated by "X" below: (Other unmarked terms of purchase do not apply.)
SOURCE OF FUNDS TO CLOSE: Buyer represents 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. Buyer Agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) days of the date this Agreement is fully executed, and consents to the disclosure of such information to Seller and/or Seller's Agent.

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 this Agreement is fully executed, 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, Seller Buyer will agree to pay an amount not to exceed \$ _____, representing repairs required **as a condition of financing.** Buyer agrees does not agree to authorize Buyer's Agent/Dual Agent to obtain information from Buyer's lender regarding Buyer's financing, and consents to the disclosure of this information to Seller and/or Seller's Agent. Exceptions:

SELLER FINANCING (check one of the following): CONTRACT or PURCHASE MONEY MORTGAGE

In the case of seller financing, Buyer agrees to provide Seller with a credit report within 72 hours of Seller's acceptance of this offer. 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 a _____ form (name or type of form and revision date), a copy of which is attached, wherein the balance of \$ _____ will be payable in monthly installments of \$ _____ or more including interest at _____ % per 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:

EQUITY (check one of the following): Formal Assumption or Informal Assumption
Upon execution and delivery of: Warranty Deed subject to existing mortgage OR Assignment of Vendee Interest in Land Contract, Buyer to pay the difference (approximately \$ _____) between the purchase price above provided and the unpaid balance (approximately \$ _____) upon said mortgage or land contract, which Buyer agrees to assume and pay. Buyer agrees to reimburse Seller for accumulated funds held in escrow, if any, for payment of future taxes and insurance premiums, etc. Exceptions:

7. **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:

8. **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 inground pools; screens and storm windows and doors; awnings; installed basketball backboard, pole and goal; mailbox; flagpole(s); fencing, invisible inground 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:

9. **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 liquid fuels at an operational level and shall not 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:

10. **Assessments (choose one):**

If the property is subject to any assessments

- Seller shall pay the entire balance of any such assessments on or before the day of closing.
- OR
- Seller shall pay all installments of such assessments that become due and payable on or before day of closing. Buyer shall assume _____ pay all other installments of such assessments.

Subject Property Address/Description

Date

Time

11. **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:

12. **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 a 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 or Listing Broker in writing, within five (5) days after the date Buyer has received the applicable report(s), of such condition and request 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 and/or Listing Broker 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:

13. **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 Seller's acceptance of Buyer's offer or Buyer's acceptance of any counteroffer, as the case may be. 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



Subject Property Address/Description

Date

Time

Buyer's Initials

Seller's Initials

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:

14. **Municipal Compliances:** The Seller will arrange and pay for current certificates of occupancy, sidewalk compliance, and smoke detector ordinances, if applicable.

15. **Title Insurance:** Seller agrees to convey marketable title to the property 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 **seven (7) days** after this Agreement is fully executed. If Buyer so chooses, or if the property is not an existing residential structure (one to four family) on a residential parcel or a condominium unit, 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 seven (7) 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:

16. **Property Survey:** Broker advises that Buyer should have a survey performed to satisfy Buyer as to the boundaries of the property and the location of improvements thereon. The Buyer has elected to obtain:

- 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.

Survey to be paid for by: Buyer Seller

When closing occurs, Buyer shall be deemed to have accepted the boundaries of the property and the location of such improvements thereon.

Exceptions:

17. **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:

18. **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.

19. **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.

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 attorneys 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:



Subject Property Address/Description

Date

Time

Buyer's Initials

Seller's Initials

20. **Closing:** If agreeable to both parties, the sale will be closed 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 share of any title company closing fee, if applicable, except in the case of VA financing where the Seller will pay the entire closing fee. Exceptions:

21. **Good-Faith Deposit:** For valuable consideration, Buyer gives REALTOR® above named until _____ (time) on _____ , to obtain the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding agreement between Buyer and Seller and herewith deposits \$ _____ evidencing Buyer's good faith, to be held by selling Broker or selling Broker's designee, and to apply on 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. If the sale is not closed as provided in this Agreement, the Broker holding the deposit will notify Buyer and Seller, in writing, of Broker's intended disposition of the deposit. If the parties do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if a party objects and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by the parties. In the event of litigation involving the deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted.

22. **Professional Advice:** Broker hereby advises Buyer and Seller to seek legal, tax, environmental and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction. Buyer further acknowledges that REALTOR® above named in the Agreement hereby recommends to Buyer that an attorney be retained by Buyer to pass upon the marketability of the title and to ascertain that the required details of the sale are adhered to before the transaction is consummated. 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 property 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.

23. **Disclosure of Information:** Buyer and Seller acknowledge and agree that the price, terms, and other details with respect to this transaction (when closed) are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service, and may otherwise be used and/or published by that Multiple Listing Service in the ordinary course of its business.

24. **Other Provisions:**

25. **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.

26. **Fax or Electronic Distribution.** The parties agree that any signed copy of this Agreement transmitted by facsimile or other electronic means shall be competent evidence of its contents to the same effect as an original signed copy.

27. **Buyer's Acknowledgment:** Buyer hereby acknowledges receipt of a copy of this Agreement.

Witness _____ Phone _____ X _____ Buyer

Print Witness Name _____
Print name as you want it to appear on documents.

Buyer 1 Address _____

Buyer 1 Phone: (Res.) _____ (Bus.) _____ X _____ Buyer

Buyer 2 Address _____

Buyer 2 Phone: (Res.) _____ (Bus.) _____
Print name as you want it to appear on documents.



Subject Property Address/Description

Date

Time

DATE: _____, _____ (time)

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

Counteroffer, if any, expires _____, at _____ (time). Seller has the right to withdraw this counter offer and to accept other offers until Seller or Seller's Agent has received notice of Buyer's acceptance.

29. **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.

30. **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. The parties to the transaction are advised that a **Notice to Seller & Buyer of Underlying Mortgage** form is available from the respective agents via the West Michigan REALTOR® Boards.

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

Witness _____ Phone _____ X _____ Seller

Print Witness Name _____
Print name as you want it to appear on documents.

Seller's Address _____
_____ X _____ Seller

Seller's Phone: (Res.) _____ (Bus.) _____
Print name as you want it to appear on documents.

DATE: _____, _____ (time)

32. **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.

X _____ Buyer

Witness _____ Phone _____ X _____ Buyer

DATE: _____, _____ (time)

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

X _____ Seller

Witness _____ Phone _____ X _____ Seller



Subject Property Address/Description

Date

Time