Branch County Association of Realtors® Purchase Agreement

Notice information for Listing and Selling Office and Agents

Listing Office____ Selling Office____
Phone________________________ Fax_________________ Phone________________________ Fax:___________________
Listing Agent____ Selling Agent____
Phone________________________ Fax__________________ Phone________________________ Fax___________________
Email____ Email____
___Seller Agent ____Dual Agent ____Transaction Coordinator ___Seller Agent ____Buyer Agent ___Dual Agent ___Transaction Coordinator

1. __________________________________, 20 _______. Time ________ AM ____ PM___. For the valuable consideration, (We or I) ____ agree to buy from ____the following property located in the city/village/township of ______________________, County of ________________________, Michigan commonly known as____ address, legally described as ____.

2. PURCHASE PRICE: The purchase price for the property will be $ ____

3. TERMS OF THE PURCHASE: The terms are as indicated by an “X” below: (other unmarked terms do not apply).

_____CASH: The full purchase price upon execution and delivery of Warranty Deed, proof of funds within ___ days of fully accepted offer.

_____NEW MORTGAGE: ___ FHA, ___VA, ___RD, ___Conventional, ___Other (describe)____________________________________ If the form of financing changes, the buyer MUST notify the seller in writing within 48 hours and receive seller’s approval for the change. The full purchase price upon execution and delivery of Warranty Deed, contingent upon Buyer’s ability to obtain new mortgage. Buyer will apply for the loan within _____calendar days after this Agreement is fully executed. If Buyer fails to deliver to Seller evidence of the loan commitment within __________ calendar days after final acceptance of the agreement, Seller may cancel the contract. Buyer hereby agrees to authorize selling Broker/Agent to obtain information from Buyer’s lender regarding Buyer’s financing and consents to the disclosure of this information to listing Broker/Agent and to Seller.
Should any part of the new mortgage be FHA/VA insured or RD financing, ______ Seller______ Buyer will agree to pay an amount not to exceed $_____________________, representing repairs required as a condition of financing.

CONTRACT or PURCHASE MONEY MORTGAGE

$ _____________________ upon execution and delivery of ____, wherein the balance of $ ___________________shall be payable in monthly installments of $ _______________ or more including interest at ____% per annum. Interest to start on the date of closing and first payment to become due 30 calendar days after closing date. Balance due and payable in ________ months
Real estate taxes ____are or _____are not to be put in an escrow account. Account may be an interest-bearing account and the interest earned on account will belong to buyer. Upon written request by Seller, Buyer will provide a written credit report at Buyer’s expense acceptable to Seller within 72 hours of Seller’s written request at which time the Seller will have the right to cancel the agreement within 48 hours of receipt of credit information. Seller is advised to seek professional advice regarding the credit report.
All contract language and terms to be acceptable to all parties.

4. SALE OF BUYER’S EXISTING PROPERTY: If Buyer’s obligation to close this transaction is subject to the sale of Buyer’s existing residence or other property, seller shall have the right to continue to market the property and accept offers. If Seller receives a later offer from a third party to buy the property which later offer is acceptable to Seller, the Buyer will have ________ (hours) from the time the Buyer receives a written notice from the Seller of such later offer to remove this contingency and close within ______ calendar days. If Buyer fails to notify Seller in writing of Buyer’s waiver of the contingency and agreement to close within the time limits set forth in the prior sentence, this Agreement will terminate, the Buyer’s deposit will be returned, and neither party will have any further obligation to the other.

5. IMPROVEMENTS AND APPURTENANCES: All improvements and appurtenances now in or on the property are included in the purchase price including any of the following: TV antenna and complete rotor equipment, satellite dish and any accessories, all attached TV mounting brackets, wall-to-wall carpeting, lighting fixtures and their shades, all window treatment hardware, window shades and blinds, all attached mirrors, all attached shelving, attached work benches, screens and storm windows and doors, stationary laundry tubs, water softener (unless rented), water heater, heating and air conditioning equipment (window units excluded), water pump and pressure tank, built in kitchen appliances including garbage disposal, dishwasher, trash compactor and microwave oven, awnings, mail box, all plantings, fence(s), invisible in-ground fencing, and all related equipment, including collars, underground sprinkling system, including the pump, installed outdoor grills, outdoor heating units, garage door openers and controls, fireplace doors, screens and grates, and ceiling fans. Heating oil and LP gas to remain with property unless otherwise specified and shall be depleted only by normal usage. The fuel provider is: ____ , the fuel type is: _________________________________, and the tank is owned by____ .

Buyer Initials: _______ _______ Seller Initials: _______ _______

6. Other Provisions:

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7. APPLICATIONS: All matters relating to and investigation of zoning, soil conditions, franchising, use permits, drain easements, rights-of-way will be Buyer's sole expense, and without prejudice to Seller if this transaction does not close.

8. SURVEY:

____No boundary (stake) survey requested; or
____Contingent upon a boundary (stake) survey paid for by the ______Buyer _____Seller.
____Contingent upon a boundary (stake) survey showing all improvements on the property paid for by the _______Buyer ______Seller.
A mortgage report, which shows the location of the major structures on the property, is not a boundary (stake) survey and if required by lender, will be paid for by the Buyer. Both Buyer and Seller acknowledge the Brokers/Agents recommend a stake survey to determine the true and accurate boundaries of the property. Buyer understands and agrees that the Brokers/Agents do not warrant location of the improvements and easements on the property and the boundaries of the property nor assume any responsibility for the representations made by the Seller of the location of the improvements and easements on the property and the boundaries of the property. When closing occurs, Buyer shall be deemed to have accepted the location of the improvements and easements on the property and the boundaries of the property.

9. INSURANCE: Seller will maintain fire and extended insurance coverage on the improvements until the sale is closed. If any improvements are damaged or destroyed by fire or other casualty prior to final consummation of sale, the Buyer may either revoke this offer and be reimbursed for all payments made hereunder or elect to conclude the sale on the payment of the proceeds of all insurance according by reason of the loss or damage but not to exceed the purchase price of this agreement.

10. TAXES, ASSESSMENTS AND ASSOCIATION DUES: Current real estate taxes, except special assessments shall be deemed to cover the calendar year in which such taxes first become due and payable. Taxes shall be prorated to the closing date. If taxes for the calendar year are not then known, such prorating shall be based on the previous years taxes. If the property is subject to any special assessment, the Buyer will assume the unpaid balance of the assessment, with the Seller responsible for paying all installments of such assessment first due before closing and the Buyer paying all installments first due on or after closing. The installments of such assessment first due during the calendar year in which closing occurs will be prorated on a daily basis to the date of closing. Such prorated installment will be deemed to cover the calendar year in which the installment is first due. In the event a special assessment is collected on a fiscal year basis, proration should be done accordingly. If the property is subject to any association dues, Seller will pay all such dues first becoming due before the date of closing and Buyer will pay all such dues first payable on or after the date of closing. Dues for the current period in which closing occurs will be prorated on a daily basis to the date of closing.

11. EVIDENCE OF TITLE: Seller shall furnish at closing, at seller’s expense including the premium for the title policy, a commitment for an EXPANDED COVERAGE ALTA Homeowners policy of title insurance, if the Property is a single family residence or, if the Property is not a single family residence, then a commitment for an owners policy of title insurance with standard exceptions. In either case, the commitment shall be for an owner’s policy of title insurance in the amount of the purchase price at closing, showing marketable title in Seller or title Seller may readily make marketable at closing, subject to any existing building and use restrictions or record, existing reservations or leases of oil, gas or mineral rights, zoning limitations, and apparent and beneficial easements, if any. If the Buyer requests or requires an owners’ policy without standard exceptions, it shall be the cost of the Buyers for the cost difference between the policies. If the title is unmarketable on the date set for closing, but the defects can be readily corrected, the closing date shall be extended 30 calendar days to permit correction of the defect(s). If Seller is unable to remedy the defect(s) within 30 calendar days, this Agreement shall terminate, unless otherwise agreed upon and any deposit shall be refunded to the Buyer.

12. CLOSING COSTS: Seller shall be responsible for but not limited to owner’s title insurance, transfer tax, deed preparation and any delinquent taxes and assessments unless otherwise agreed to in writing
Buyer shall be responsible for, but not limited to, recording of deed, certification of taxes and all lender closing costs unless otherwise agreed to in writing. If the Buyer chooses to use a different title company than the Seller, the Buyer will be responsible for any additional cost the Seller may incur by participating in a “split closing”.
Seller and Buyer shall equally share the closing fee for a non-financial institution transaction.

13. LAND DIVISION ACT: If the closing of this sale will result in a division of the property from a larger parcel the Seller owns, the division may be subject to the Land Division Act. The parties should consult with their respective legal counsel regarding the requirements of the Land Division Act. If the Act requires approval of the division, Seller is responsible for obtaining appropriate approval of the division before closing. If the property constitutes an entire parent parcel, the Seller will convey all division rights to the Buyer. If the property constitutes less than entire parent parcel, the parties agree the Seller will convey ______division rights to the Buyer as part of this transaction. Buyer and Seller understand that development of any parcel is subject to further conditions and limitations under the municipality’s zoning ordinances.

_______ This paragraph is not applicable.

Buyer Initials: _______ ______ Seller Initials: _______ _______

14. CLOSING: The parties will close this sale on or before ________________________________ Buyer to have complete possession ______calendar days after closing by _____ am or _____ pm. After possession date, if Seller remains, Seller agrees to pay Buyer at the rate of $________ per calendar day plus all of the Buyer's actual reasonable attorneys fees and court costs incurred in removing the Seller from the property. Said payment shall not be construed as rent but as liquidated damages. If tenants occupy the property: _____ Seller will give 30 calendar days notice to vacate the tenants before closing; or ______Buyer will assume responsibility for the tenants. Tenants are as follows ____. Rents are to be prorated to date of closing and security deposits, if any, to be transferred to Buyer at closing. On the agreed delivery date on which Buyer is entitled to possession, Seller shall deliver possession of the property to Buyer in the same condition and state of repair as existed on the date of acceptance of this agreement. The property shall be free of trash and debris and Seller shall remove all personal property (unless otherwise stated in the agreement or an additional written agreement.) Seller to be responsible for all utilities until delivery of property is given to Buyers. Seller shall make arrangements for final payment on all utilities and shall deliver all keys to Buyer. Buyer reserves the right to walk through Property within 48 hours prior to closing to determine whether terms of Agreement have been met.

15. PROPERTY INSPECTION: Buyer has the right to inspect the property and improvements including but not limited to: structural, well, septic, mechanical, plumbing, environmental, pest inspection, radon, lead base paint, mold, health and safety, boundary defects or issues, by a licensed contractor, inspector or person of buyer's choice. Buyer is also advised to investigate, including but not limited to, that the property complies with applicable codes, local ordinances, zoning for Buyers intended use and if the property is located within a flood plain zone. All inspections are to be at Buyers expense and to be completed no later than _______calendar days after the acceptance date of this agreement. If Buyer is not satisfied with the results of the inspection, upon written notice from Buyer to Seller within this period, this agreement shall terminate and any deposit shall be refunded to Buyer. In the event the Buyer neither removes the contingencies nor terminates this agreement in the time provided, the Buyer shall be deemed to have completed and accepted the inspections. Buyer will proceed to close according to the terms and conditions of this agreement. Any request by Buyer to modify this agreement based on the results of the inspections shall terminate this agreement, unless the request is agreed to by Seller in writing within the inspection period. The Seller shall grant reasonable access to the property and any improvement to permit Buyer and Buyer's representatives to conduct inspections. Upon acceptance of inspections that may or may not include any additional negotiations for repairs, Buyer will have deemed the inspections acceptable and accepts the property and improvements as is and with faults, and will hereby release the Listing Broker, Selling Broker and all salespersons associated with Broker harmless from any and all liability relating to any defect or deficiency affecting the property and improvements. This release shall survive the closing.

BUYER ELECTS TO WAIVE ALL INSPECTIONS: Buyer WAIVES inspections and relies upon the condition of the Property based upon Buyer's own examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated with Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing.
Initials: __________ _________

16. Broker is not expert in matters of law, tax, financing, surveying, structural conditions, hazardous materials, engineering, etc. and Buyer acknowledges broker has advised Buyer to seek professional, expert assistance and advice in these and other areas of professional expertise. If broker provides to Buyer names or sources for such advice and assistance, Buyer acknowledges and agrees that broker does not warrant or guarantee the quality or adequacy of such services and/or assistance.

17. EARNEST MONEY/TIME FOR ACCEPTANCE: Buyer gives the Realtor® until __________________________20_______ time ______AM ______PM to obtain the written acceptance of this offer and agrees that this offer, when accepted in writing, will constitute a binding agreement between Buyer and Seller and herewith deposits $________________________ ____cash or ____ check with ____ (broker) as earnest money evidencing good faith. Within 2 banking days after this Agreement is signed by all parties, Broker is required by law to deposit the earnest money into broker's trust account or broker's designee. If this offer is not accepted, or the title is not merchantable, or if the terms of this agreement are contingent upon the ability to obtain a new mortgage or other contingencies specified herein which cannot be met, said deposit shall, upon furnishing written proof said contingency cannot be met, be refunded to the Buyer. If the sale is not closed due to failure to satisfy a contingency specified herein for a reason other than the fault of the Buyer, the earnest money shall be refunded to the Buyer. In the event this transaction does not close and the Buyer and Seller both claim the earnest money deposit the earnest deposit shall remain in broker's or broker's designee's trust until the Buyer and Seller have agreed, in writing, as to the disposition of the deposit or a civil action has determined to whom the deposit must be paid. 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.

18. SELLER'S DISCLOSURE:

_______Buyer acknowledges that a Seller's Disclosure Statement has been provided.
_______ Seller shall provide Buyer with a Seller's Disclosure Statement pursuant to Public Act 92 of 1993
_______ Disclosure is not required for this property.

19. LEAD BASED PAINT:

_______Seller represents and warrants the residence on the property was constructed after 1978 and, therefore, the federally mandated lead-based paint disclosure regulations do not apply to the property.

_______Buyer acknowledges the residence on the property was constructed before 1978. In connection with possible lead-based paint hazards on the property.

Buyer Initials: _______ _______ Seller Initials: _______ _______

Buyer elects as follows: Check one

______Buyer has a 10-day opportunity after all parties have signed 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 Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this Agreement will terminate and any deposit will be refunded to Buyer.

______Buyer hereby waives Buyer's opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

20. HOME WARRANTY POLICY: Buyer has been advised that a Home Warranty Policy is available.
______Buyer has reviewed Home Warranty Policy and waives right to coverage.
______Seller to provide Buyer with Home Warranty Policy.
______Buyer agrees to purchase Home Warranty Policy.

21. RELEASE: 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. The Buyer (s) and Seller (s) release the listing broker and Selling broker and their respective agents, and employees, with respect to all claims arising out of or related to this sales contract, and addenda or counteroffers; all claims arising from any purported representations as to the physical and environmental conditions of the property covered by this agreement or the marketability of title, and all claims arising from any special assessments and/or utility bills which have been or may in the future be charged against the property covered by this agreement. Buyer and Seller agree to indemnify and hold harmless the listing broker and selling broker from and all claims related to those matters.

22. BINDING EFFECT: This Agreement binds and inures to the benefit of the parties, personal representatives, successors and assigns.

23. FAX or ELECTRONIC DISTRIBUTION: The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be delivered by use of a fax or by electronic distribution 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. Any such written notice or communication shall be deemed delivered at the time it is sent or transmitted. Neither party shall assert the Statute of Frauds or nonenforceability or invalidity of the contract because of fax copies or electronic signatures being used and both parties specifically waive and relinquish any such defense. Each party agrees to provide an original signed document upon request but no later than closing, provided failure to provide an original upon request is not a material breach of this Agreement.

24. DISCRIMINATION All parties acknowledge that Michigan and Federal law prohibit discrimination by Brokers, Salespersons, Sellers and Lessors in the sale or lease of real estate based on religion, race, color, national origin, age, sex, marital or familial status, height, weight, or disability. Neither party shall engage in such discrimination in connection with the sale, lease or exchange of the Property.

25. 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.

26. 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.

27*.* Realtors® recommend that Buyer and Seller retain an attorney to protect their interest in this transaction and for preparation of any necessary documents.

WARNING: NEVER wire funds without telephone verification. Buyer initials: _______ _______

28. RECEIPT IS ACKNOWLEDGED BY BUYER of a copy of this Agreement.

Witness ____ BUYER ____

Witness ____ BUYER ____

Buyer's address ____

Phone:(Res) ________________________(Work)___________________________ (Cell)_______________________________________

Received from above named Buyer deposit monies in the form of ___________ by____

Seller Initials: _______ _______

29. SELLER'S ACCEPTANCE: The Seller accepts Buyer's offer as submitted above except:

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30. SELLER GIVES THE LISTING BROKER until _______________________20______, ____AM ____PM to obtain Buyer's acceptance of this counteroffer and agrees that this offer, when accepted in writing will constitute a binding agreement between Buyer and Seller.

31. 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.

32. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)
Seller(s) affirm that they _______ _______ are (seller initial)s, or _______ _______ are not (seller initial)s citizens of the United States. If Seller(s) are a foreign person as defined in 26 USC § 1445(f)(3), the parties shall comply with the FIRPTA Requirements 26 USC § 1445.

Date: __________________________20_______

Witness _______________________________________ SELLER ____

Witness _______________________________________ SELLER ____

33. BUYER'S RECEIPT OF ACCEPTANCE: Buyer acknowledges receipt of Seller's acceptance of Buyer's offer. If Seller's acceptance was subject to changes as stated in Paragraph 29, Buyer accepts the changes, and all other terms and conditions remaining unchanged.

Date: ________________________ 20_________

Witness _______________________________________ BUYER ____

Witness _______________________________________ BUYER ____

The information below is "NOTICE INFORMATION" for all parties and needs to be completed by all parties. INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS AGREEMENT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

Seller Notice Address:	Buyer Notice Address:
Mailing Address ____________________________________	Mailing Address ____
____	____
Seller Fax #_______________________________________	Buyer Fax #____
Seller Email Address________________________________	Buyer Email Address____