



Macomb, MI 48044  
Office: 586-722-0315  
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## OFFER TO PURCHASE

LISTING BROKER: \_\_\_\_\_ SELLING BROKER: \_\_\_\_\_  
LISTING SALESPERSON: \_\_\_\_\_ SELLING SALESPERSON: \_\_\_\_\_  
OFFCIE ID: \_\_\_\_\_ Phone No. \_\_\_\_\_ OFFCIE ID: \_\_\_\_\_ Phone No. \_\_\_\_\_

**1. AGENCY STATUS:** Listing Sales Associate is representing the Seller; Selling Sales Associate is representing the Purchaser.

**2. DESIGNATED AGENCY:** Purchaser & Seller acknowledge that this is not an in-house transaction, Purchaser & Seller are each represented by different agents with different REALTOR/Brokerage Firms

**3. ADDITIONAL DOCUMENTS ATTACHED:** The following are attached hereto and are made a part hereof:

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**4. PROPERTY DESCRIPTION AND PRICE:** The undersigned Purchaser hereby offers and agrees to purchase the property located in the City of \_\_\_\_\_, County of \_\_\_\_\_; Michigan, described as:

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also being commonly known as: \_\_\_\_\_ The property described above shall include all fixtures, improvements and appurtenances if now in or on the property, including any built-in appliances/equipment, shelving, cabinets, all lighting fixtures, ceiling fans and their shades, attached carpeting, curtains and drapery hardware, window shades and blinds, attached mirrors, television antennas, satellite dish, and all accessories and complete rotor equipment, storm doors, storm windows, screens, awnings, garage door opener(s) and transmitters, water softener and security systems (if not rented and if rented disclosure expected before seller acceptance of this offer), mail boxes, fences, fireplace inserts, doors, screens, gas logs, grate, gas attachments & equipment, attached humidifier, all landscaping and pond mechanics supplies.

Purchaser agrees to pay the sum of \_\_\_\_\_ subject to the existing buildings and use restrictions, easements, and zoning ordinances, unless contract specifies otherwise.

**5. SELLERS CONCESSIONS:** Seller agrees to pay \_\_\_\_\_ at the closing to be used towards any of the following: purchasers closing costs, discount points, pre-pays, Purchaser's commission or buyer regulatory fees, or adjustments. Purchaser reserves the right to use any unused portion of these funds to reduce the purchase price up to the date of closing.

**6. METHOD OF PAYMENT:** All money must be paid in U.S. funds by certified or cashier's check. The sale shall be completed by the following method: (Mark one box, all unmarked paragraphs do not apply)

CASH SALE WITH NEW MORTGAGE. The full purchase price upon the execution and delivery of a warranty deed. This agreement is contingent upon the Purchaser being able to secure a mortgage in the amount of approximately \_\_\_\_% of the purchase price and pay no more than \_\_\_\_% of the purchase price down plus mortgage costs, prepaid items and flood insurance, if required, by mortgage lender. Purchaser agrees to apply for such mortgage within \_\_\_\_ calendar days from Seller's acceptance of this agreement at his/her own expense. Purchaser further agrees that he/she will promptly comply with lender's request for true and accurate information required to process the loan application. If a firm commitment for mortgage cannot be obtained within \_\_\_\_ calendar days from date of Seller's acceptance, at Seller's option (upon written notice) this agreement can be declared null and void and the full earnest money deposit shall be returned. If Purchaser is rejected for the mortgage, Purchaser shall furnish Seller with the lenders written verification of mortgage denial within 30 days of rejection or as soon as available. Upon Seller's receipt of such denial this agreement shall become null and void and the earnest money deposit shall be returned to Purchaser upon the execution of a Mutual Release.

**7. EARNEST MONEY:** Purchaser is depositing \$ \_\_\_\_\_ in the form of check. Earnest money shall be held and deposited by the Broker in a separate custodial or trust account in accordance with the rules and regulations of the Michigan Department of Consumer & Industry Services, and applied to the purchase price if the sale is consummated. If the offer made in this Buy and Sell Agreement is not acceptable to Seller the earnest money shall be refunded to the Purchaser. Broker hereby acknowledges receipt of the earnest money and a copy of this agreement shall serve as a receipt to the Purchaser.

**8. BROKER'S ACKNOWLEDGEMENT OF DEPOSIT:** Received by Choice One Realty: \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_

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**9. OTHER TERMS AND CONDITIONS:** \_\_\_\_\_

**10. CLOSING:** If the Seller accepts this agreement and if title can be conveyed in the condition required, Seller and Purchaser agree to consummate the sale on or before \_\_\_\_\_, but no later than 10 days after all necessary documents have been prepared at Purchaser's option. It is agreed that Seller shall pay all State and County transfer taxes and other costs required to convey the title. The closing of this sale shall take place at office of the listing Broker, title company or lending institution.

**11. POSSESSION:** The Seller shall deliver and the Purchaser shall accept possession of said property at closing. If Seller occupies the property it shall be vacated on or before the sale closing date. From the day of closing to the date of vacating the property it is agreed that SELLER SHALL PAY the sum of \$ \_\_\_\_\_ per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \_\_\_\_\_ as security for said occupancy charge, paying to the Purchaser the amount due & returning to Seller the unused portion as determined by the date the property is vacated & keys surrendered to Broker. (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 only acting as an escrow agent for holding of the occupancy deposit.) If Seller fails to give possession to Purchaser as provided & Seller retains property beyond the agreed time, Seller may be liable for cost of eviction proceedings, attorneys fees, damages & other costs incurred by Purchaser in obtaining possession & collecting amount due. If tenant(s) occupy the property, see attached Tenant Addendum.

**12. SELLER'S DISCLOSURE STATEMENT:**

(Purchaser Initials) \_\_\_\_\_ WITH DISCLOSURE: Purchaser has received the Seller's Disclosure Statement required by Michigan Law. Purchaser has reviewed and accepts the condition of the property as set forth in the Seller's Disclosure Statement, subject to any additional inspections or contingencies set forth in this agreement.

**13. AVAILABILITY OF HOME PROTECTION PLANS:** Purchaser and Seller are hereby notified of the benefits of having the premises covered by a Home Protection Plan and are aware that the plan may be purchased mutually or separated by either party.

Purchaser hereby elects to: ☐ \_\_\_\_\_ Waive a one year Home Protection Plan - OR- ☐ \_\_\_\_\_ Receive a one Year Home Protection Plan If Purchaser has elected to receive a one year Home Protection Plan the plan shall be provided by the Selling Broker or by any company designated by Purchaser. The cost of said warranty shall not exceed

\$ \_\_\_\_\_ (Said warranty shall be paid for by ☐ PURCHASER ☐ SELLER).

**14. SEWER AND WATER CHARGES:** Seller agrees to pay for all sewer and water usage to date of closing. Listing Broker shall retain \$ \_\_\_\_\_ from the amount due Seller at closing plus any past due charges for sewer and water charges. When the final water bill or reading is received the unused portion shall be returned to Seller.

**15. TITLE EVIDENCE AND SURVEY:** Seller agrees to order title insurance within two (2) business days of final acceptance of this Agreement and to furnish Purchaser a Commitment of Title Insurance upon receipt. After closing, Seller shall provide Purchaser with a Policy of Title Insurance without standard exceptions in the amount of the purchase price, bearing a date later than the acceptance of this Agreement. It is recommended that Purchaser obtain and pay for a survey by a registered land surveyor. If, for any reason, Purchaser does not obtain a survey, the Policy of Title Insurance will be issued with standard exceptions and Purchaser agrees to hold Broker harmless.

**16. TITLE OBJECTIONS:** If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not marketable, the Seller shall have 30 calendar days from the date he/she is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance coverage insuring over the defect, or (3) to refund the earnest money deposit in full termination of this agreement. If the Seller remedies the title or obtains title insurance coverage within the time specified, Purchaser agrees to complete the sale within 10 calendar days of written notification thereof at Purchaser's option. If the Seller is unable to remedy the title or obtain title insurance within the time specified or to the satisfaction of the Purchaser, the earnest money deposit shall be refunded forthwith in full termination of this agreement.

**17. PROPERTY TAXES:** All taxes on the land which are due and payable on or before date of closing shall be paid by Seller. Current year taxes 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. Special Assessments for public improvements which have been confirmed by public authority prior to the date of closing, shall be paid by Seller.

**18. GAS OIL & MINERAL RIGHTS:** Seller represents that all mineral rights, if owned by Seller, will pass with the conveyance at closing.

**19. PRIVATE ROADS:** If the property is located on a private road, Seller shall provide Purchaser with a separate document providing notice that the private road is not required to be maintained by the County Board of Road Commissioners, (per M.C.L.A. 560.261 (P.A. 1967 No. 2887))

**20. CONDOMINIUM AND HOMEOWNERS ASSOCIATION ASSESSMENTS:** Any condominium Or homeowners association assessments/liens shall be paid by Seller at closing. Any and all assessments coming due after closing will be paid by Purchaser. (See CONDOMINIUM/HOMEOWNERS ASSOCIATION ADDENDUM, if applicable.)

**21. PRORATIONS:** Interests and rents shall be prorated and adjusted as of the date of closing.

**22. MAINTENANCE OF THE PROPERTY:** Before closing: Seller is responsible to keep the property in substantially the same condition as of the date of this Agreement; maintaining the grounds and providing routine maintenance of heating/air conditioning, sewer, septic, plumbing, electrical systems and any included appliances and equipment until property is vacated and keys are surrendered by Seller. Seller is responsible to keep all systems in working order until closing, except for any conditions that may have been disclosed in the Seller's Disclosure Statement or conditions that may have been discovered by Purchaser as part of any inspections made by or on his or her behalf where Purchaser has accepted the conditions After closing: Seller is responsible to repair or replace any breakdown of above mentioned systems, roof leaks or foundation leaks during the possession period. However, Seller is responsible for notifying the Purchaser of any defects with these systems immediately upon discovery and the responsible party agrees to remedy the defect in a timely manner. Seller further agrees to keep all utility services (electric, gas, water) operating until date of possession by Purchaser. (In the event the property herein has been winterized, it shall be the obligation and expense of Seller to de-winterize the property prior to closing.) Seller agrees to leave the property broom-clean, free of debris and any personal property. Purchaser agrees to acquire utility service (electric, gas, heating fuel, etc.) upon taking possession.

**23. RISK OF LOSS:** If there is any loss or damage to the property between the date of this Agreement and the date of closing, for any reason including fire, vandalism, flood, earthquake or natural causes, the risk of loss shall be on the Seller. If the property is destroyed or substantially damaged before the closing date, this Buy & Sell Agreement shall become null and void, at Purchaser's option, and earnest money deposit shall be refunded to the Purchaser; Purchaser and Seller shall immediately sign a cancellation of Buy & Sell Agreement.

**24. DEFAULT:** Failure to perform by either party as determined by a Court or Arbitrator shall constitute a breach of this agreement. Subject to the Dispute Resolution clause below, the wronged party may elect to enforce the terms of this Agreement, declare this Agreement null and void and retain the earnest money deposit, or seek any legal or equitable remedies available against the party at fault. (Brokers shall not be parties to any action taken by the Purchaser or Seller to enforce the contract; Selling Broker shall hold the earnest money deposit (in trust), in accordance with the rules and regulations of the Michigan Department of Consumer & Industry Services, until the dispute is finally resolved or terminated.)

**25. PROVISION FOR AS IS CONDITION:** By the execution of this agreement Purchaser acknowledges THAT HE OR SHE HAS EXAMINED THE ABOVE described property, is satisfied with the current physical condition of structures thereon, and purchases the property in as "AS IS CONDITION." Purchaser acknowledges that Seller (unless exempted) has provided the required Seller's Disclosure Statement, and that Purchaser has been afforded the right to an independent inspection of the property. Purchaser affirms that the property is being purchased AS IS, subject to any inspections or contingencies set forth herein, and hereby knowingly waives, releases and relinquishes any and all claims or causes of action against the Real Estate Brokers, their officers, directors, employees, associate brokers and independent salespersons

**26. DISCLAIMER OF BROKER(S):** The Brokers and Salespersons specifically disclaim any responsibility for the condition of the property or for the performance of this Buy & Sell Agreement by the parties. It is further understood and agreed that neither LISTING BROKER nor SELLING BROKER warranty the condition of the property nor do they assume any responsibility for the representations made by Seller, or his/her representatives, pertaining to condition of the property.

**27. POSSIBLE ADDITIONAL COMPENSATION OF BROKER(S):** Purchaser and Seller agree that Broker may accept a fee or consideration with regard to the placement of a loan, mortgage, home warranty, home inspection; life, fire, theft, casualty, hazard, title, or home owners insurance arising from this transaction. Purchaser and Seller expressly consent to the payment of these fees as required by provision of the Administrative Rules promulgated under Article 25 of the Michigan Occupational Code (MCL 339.2517).

**28. DISPUTE RESOLUTION (ARBITRATION):** This provision is a voluntary agreement between Purchaser and Seller. Failure to agree to this Dispute Resolution provision does not affect the validity of this Buy and Sell Agreement. Any claim or demand between Seller and Purchaser arising out of the Agreement, and pertaining to the earnest money deposit, or the physical condition of the property, will be settled by binding arbitration and cannot be litigated in a Court of Law. This provision is limited to any dispute over the disposition of any earnest money deposits or arising out of, or related to, the physical condition of any property covered by this Agreement, including without limitation, claims of fraud, misrepresentation, warranty, and negligence. The arbitration is to be conducted in accordance with the rules, then in effect, adopted by the American Arbitration Association and the Michigan Association of Realtors®. A judgment of any circuit court shall be rendered on the arbitration award or determination made pursuant to this Agreement. This provision is specifically made subject to, and incorporates the provisions of, the Michigan law governing arbitration (MLC 600.5001 et seq.) and the applicable court rules. This agreement is enforceable as to Purchaser and Seller only if both parties who have agreed to arbitrate as acknowledged by their initials below. The terms of this provision shall survive the closing. Purchaser hereby elects to ☐ agree to ☐ waive this dispute resolution. Seller hereby elects to ☐ agree to ☐ waive this dispute resolution.

Purchaser's Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_

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**29. FINAL WALK THROUGH PRIOR TO CLOSING:** Purchaser reserves the right to walk thru property within 48 hours prior to closing; Purchaser must notify their agent 72 hours before closing if they wish to execute this right.

**30. INVALIDITY OF VERBAL AGREEMENTS:** This agreement constitutes the entire agreement between the parties (it being understood that the Brokers are not parties to the Agreement.) 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 WILL BE BINDING).

**31. SUCCESSORS AND ASSIGNS (BINDING TO THE HEIRS):** The agreements herein shall bind to the executors, administrators, successors and assigns of the respective parties.

**32. FACSIMILE AUTHORITY:** The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be delivered by use of fax and the signatures, initials and modifications to this Buy and Sell Agreement shall be deemed to be valid and binding upon the parties as if original signatures.

**33. TIME IS OF THE ESSENCE:** At all times under this Agreement where certain time constraints are set forth, all parties agree that TIME IS OF THE ESSENCE and that no extensions of said time limits are expected or agreed to unless specifically agreed to in writing.

**34. OTHER COMMISSION DUE:** Purchaser agrees to pay a Buyer Admin fee of \$\_\_\_\_\_ to Choice One Realty at closing; this fee will not be shared with any other firm. Seller has agreed to pay Choice One Realty a Buyer's Agent commission per gross selling price in accordance with MLS published commission.

**35. PURCHASER'S OFFER PROVISION:** Purchaser makes this offer valid until 5pm \_\_\_\_\_ or \_\_\_\_\_ days from offer submission date.

**36. COUNTER OFFER PROVISION:** If Seller makes any written change to any terms and conditions of this "Buy & Sell Agreement" as offered by the Purchaser, such changed terms and conditions shall constitute a counter offer by Seller to Purchaser which shall remain valid until \_\_\_\_\_ days after counter offer submission date at 5:00 PM. To accept, Purchaser must initial each change, sign, and deliver this agreement to the Listing Broker's office within the time stipulated above.

**37. PRIVATE INSPECTION(S) OPTION:** Purchaser acknowledges that he or she has been advised by the Broker to have the property and improvements inspected by qualified persons order to satisfy Purchaser's concerns, if any. These may include, but are not limited to any inspections) or research deemed necessary by Purchaser, including; structural integrity, condition of mechanical systems, environmental status, health or safety conditions, surveys, and infestation. It is also recommended that the Purchaser research the applicability of any building and use restrictions, easements of record and ordinances and/or regulations enacted by government entities to ensure the intended use of the premises. This paragraph does not include any municipality required inspections or certifications. The Purchaser, by initialing below, makes the following a contingency of this Buy & Sell Agreement.

**With Inspections:** \_\_\_\_\_ Purchaser hereby elects to conduct one or more Property Inspection(s) within \_\_\_\_\_ business days after Seller's acceptance of this offer. The Purchaser may terminate this Buy and Sell Agreement by providing notice to the Listing Broker, within this same time period, that he or she is dissatisfied with the inspections for any reason. The notice must comply with the provisions required for NOTIFICATION, as stated below. The inspection(s) are to be made at purchaser's expense.

**38. MUNICIPAL INSPECTIONS:** If a municipal inspection and/or certification (excluding well & septic) of the premises is required by local ordinance, State or Federal Law, or Purchaser's lending institution. Seller agrees to pay for the required inspections. Seller agrees to complete any and all repairs required by the municipality provided the repairs not exceed \$\_\_\_\_\_.

**39. NOTIFICATION:** If Purchaser fails to obtain any inspection(s) or fails to notify Seller or Seller's agent, in writing, within the time frame specified in Paragraph 37 that Purchaser is dissatisfied with any inspection(s), and/or research and discovery of information pertinent the property, this agreement shall be binding without regard to said inspection(s). If Purchaser notifies Seller or Seller's agent, in writing, within the above-specified time, that in his/her sole judgment Purchaser is dissatisfied with the inspection(s) or research of information regarding the property, Purchaser may declare this agreement null and void and the full earnest money deposit shall be returned.

**40. LIABILITY OF PURCHASER FOR DAMAGE:** Purchaser shall be solely responsible for any and all proven damage to the property as a result of any and all inspection(s) of the property authorized by or conducted by the Purchaser. Purchaser shall pay for any and all necessary repairs to restore the property to its proven condition prior the inspection(s) or shall reimburse the Seller for the actual cost of such restoration.

**41. PURCHASER'S ACCEPTANCE OF CONDITION:** If purchaser elects to close without a private inspection, or not withstanding the reported conditions of any inspection report, Purchaser shall be deemed to have accepted the property in its "as is" condition as of the date of closing and holds Seller and Broker involved in this transaction harmless for any physical problems with the property.

Purchaser's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_

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**42. RECOMMENDATION FOR LEGAL COUNSEL: BROKER RECOMMENDS THAT ALL PARTIES TO THIS BUY & SELL AGREEMENT RETAIN AN ATTORNEY TO PROTECT THEIR INTERESTS.**

**PURCHASER'S SIGNATURE AND ACKNOWLEDGEMENT OF RECEIPT:** Purchaser acknowledges the receipt of a copy of this Buy & Sell Agreement. Purchaser further agrees to pay Broker for services rendered as set forth in an exclusive right to represent agreement.

PURCHASER:\_\_\_\_\_

DATE: \_\_\_\_\_

PURCHASER:\_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS:\_\_\_\_\_

DATE: \_\_\_\_\_

**SELLER'S ACCEPTANCE:** The above terms of purchase are accepted. Seller acknowledges receipt of a copy hereof. Seller further agrees that the Listing Broker and Selling Broker listed at the top of this page have procured this "Buy & Sell Agreement" and have brought about this sale. Seller further agrees to pay Broker for services rendered as set forth in the published MLS listing agreement.

SELLER:\_\_\_\_\_

DATE: \_\_\_\_\_

SELLER:\_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS:\_\_\_\_\_

DATE: \_\_\_\_\_

**PURCHASER ACKNOWLEDGEMENT OF RECEIPT:** The undersigned hereby acknowledge the receipt of the Seller's signed acceptance of this Buy & Sell Agreement.

PURCHASER:\_\_\_\_\_

DATE: \_\_\_\_\_

PURCHASER:\_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS:\_\_\_\_\_

DATE: \_\_\_\_\_