# DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS

MICHIGAN LAW REQUIRES REAL ESTATE LICENSEES WHO ARE ACTING AS AGENTS OF SELLERS OR BUYERS OF REAL PROPERTY TO ADVISE THE POTENTIAL SELLERS OR BUYERS WITH WHOM THEY WORK OF THE NATURE OF THEIR AGENCY RELATIONSHIP. BEFORE YOU DISCLOSE CONFIDENTIAL INFORMATION TO A REAL ESTATE LICENSEE REGARDING A REAL ESTATE TRANSACTION, YOU SHOULD UNDERSTAND WHAT TYPE OF AGENCY RELATIONSHIP YOU HAVE WITH THAT LICENSEE.

Remerica Integrity Real Estate provides this document to afford the Purchaser and Seller in making an informed decision on the sale and purchase of real property. The Purchaser and Seller may exercise any of the rights specified below by requesting inclusion of on appropriate clause (where necessary) in an Offer to Purchase. This information is provided for the Purchaser's and Seller's benefit and its acknowledgment in no way obligates the Purchaser or Seller.

**1. LEGAL REQUIREMENT** All contracts for real property are required to be in writing in order to be enforceable and to comply with the law. The contract will be a legally binding document. The Purchaser and Seller have the right to have an attorney review any form(s) and to represent them in dealing with all legal documentation.

**2. AGENCY**

_____ **a. Agent of the Seller and Sub-Agency** - The Realtor becomes an agent of the seller when an agreement to list the seller's property is executed or when Realtor accepts subagency from another broker who has listed a seller's property by way of an Exclusive Listing Agreement. The fiduciary duties of loyalty and faithfulness are owned to the seller who is the client. However, Realtors are able to provide the Purchaser with valuable market information and assistance in the Purchaser's decision making process. For example, a Realtor representing the seller can:

i. provide the Purchaser with valuable information about available properties and sources of financing;
ii. show the Purchaser available property;
iii. assist the Purchaser in submitting an Offer to Purchase;
iv. assist the Purchaser throughout the financing and closing process.

Both the listing Realtor and the selling Realtor are obligated by law to treat the Purchaser honestly and fairly. For example, they must:

i. present all offers to the seller, promptly;
ii. respond honestly and accurately to questions concerning the property;
iii. disclose material facts that the Realtor knows about the property.

A seller can authorize a seller's agent to work with subagents, buyer's agent and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller. The duties that a seller's agent and subagent and subagent owes to the seller include, but are not limited to:

i. promoting the best interests of the seller;
ii. fully disclosing to the seller all facts that might affect or influence the seller's decision to accept an offer to purchaser;
iii. keeping confidential the seller's motivations for selling;
iv. presenting all offers to the seller; and
v. disclosing the identifies of all buyers and all information about the willingness of those buyers to complete the sale or to offer a higher price.

_____ **b. Agent of the Buyer** The Realtor becomes an agent of the buyer when an Exclusive Buyer Agency Agreement is executed. As the agent of the buyer, the Realtor will assist the buyer in locating and purchasing a property. Buyer's agents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

The duties of a buyer's agent to the buyer include:

i. promoting the best interests of the buyer;
ii. fully disclosing to the buyer all facts that might affect or influence the buyer's decision to tender an offer to purchase;
iii. keeping confidential the buyer's motivations for buying;
iv. presenting all offers on behalf of the buyer; and
v. disclosing to the buyer all information about the willingness of the seller to complete the sale or to accept a lower price.

_____ **c. Agent of Buyer and Seller/Dual Agency** When the Realtor is an agent of the buyer, and that buyer wishes to see and/or purchase a property listed by the same Realtor, then the Realtor is the agent of both buyer and seller. This is known as Dual Agency. Dual Agency which is disclosed to the buyer and the seller is legal. Under Dual Agency, the Realtor, after obtaining the consent of both parties, shall be the agent of both the buyer and the seller and shall assist both parties in a negotiation of the mutually acceptable purchase, exchange, lease or option agreement. In such a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer. The obligations of a dual agent are subject to any specific provision set forth in any agreement between the dual agent, the seller and the buyer.

LICENSEE DISCLOSURE

I HEREBY DISCLOSE THAT THE AGENCY STATUS I/WE HAVE WITH THE BUYER AND/OR SELLER IS:

_____ SELLER'S AGENT _____ BUYER'S AGENT _____ DUAL AGENT

FURTHER, THIS INFORMATION WAS PROVIDED TO THEM BEFORE DISCLOSURE OF ANY CONFIDENTIAL INFORMATION.

Agent _____ Date _____

ACKNOWLEDGMENT

BY SIGNING BELOW, THE PARTIES CONFIRM THAT THEY HAVE RECEIVED AND READ THE INFORMATION IN THIS AGENCY DISCLOSURE STATEMENT AND THAT THIS FORM WAS PROVIDED TO THEM BEFORE THE DISCLOSURE OF ANY CONFIDENTIAL INFORMATION SPECIFIC TO THE POTENTIAL SELLERS OR BUYERS.

Purchaser _____ Seller _____

Purchaser _____ Date _____ Seller _____ Date _____

REMERICA®
INTEGRITY II REALTY

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# PURCHASE AGREEMENT

**1. THE UNDERSIGNED** hereby offers and agrees to purchase the following land situated in the ☐ City, ☐ Township, ☐ Village of _____ County of _____, Tax ID# _____ Michigan, described as follows: _____ _____ more commonly known as _____ together with all improvements and appurtenances, including all buildings, lighting fixtures and fans, attached mirrors, all window treatments including hardware, drapery hardware, curtain rods, shades, all blinds, traverse rods, storm windows and storm doors, shutters, screens, awnings, garage door opener(s) including transmitter(s), alarm systems (rental units excepted), water softener (rental units excepted), built in cabinetry, built in kitchen appliances and equipment, landscaping, fuel in tank at time of possession, attached carpeting, fireplace screens and enclosures, gas logs, central vacuum and attachments, mineral rights owned by Seller and to pay therefore the sum of _____ _____ dollars $_____ subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

**THE SALE TO BE CONSUMMATED BY:** ☐ **A,** ☐ **B,** ☐ **C**

**A. CASH SALE:** Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check.

**B. CASH SALE WITH NEW MORTGAGE:** Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made by cashiers or certified check. This agreement is contingent upon the purchaser being able to secure a Conventional mortgage in the amount of $_____ for a term of 30 years and pay $_____ down plus mortgage cost, prepaid items, and adjustments in cash. Purchaser agrees to apply for such mortgage within 7 days from acceptance of this offer at his own expense, Purchaser agrees that in connection with said application to lender, they will promptly comply with the lender's request for necessary information required to process the loan application, If a firm commitment for such mortgage cannot be obtained within 35 days from date of acceptance, at the Seller's option, this offer can be declared null and void and deposit shall be returned, subject to paragraph 26.

**C. SALE ON LAND CONTRACT:** Payment of the sum of _____ Dollars, _____ by cashier's check, and the execution of a Land Contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within _____ years from the date of Contract in monthly payments of not less than $ _____ Dollars each, which include principal & interest payment at the rate of _____ % per annum and which ☐ do include ☐ do not include prepaid taxes and insurance. If the Seller's title to said land is evidence by an existing Land Contract with unperformed terms and conditions substantially as above and the cash payment to be made by the undersigned on consummation hereof will pay out the equity, an assignment and conveyance of the Vendor's interest in the land contract with an agreement by the undersigned to assume the balance owning thereon will be accepted in lieu of the contract proposed in the preceding paragraph. If the Seller has any accumulated funds held in escrow for the payment of prepaid taxes or insurance, the Purchaser agrees to reimburse the Seller upon proper assignment.

**2. OCCUPANCY.** The property is ☐ owner occupied; ☐ tenant occupied; ☐ vacant. The seller shall deliver and the Purchaser shall accept possession of said property, subject to the rights of the tenants, if any. If the Seller occupies the property it shall be vacated and the keys surrendered to the Broker, on or before _____ days after closing. From the day after closing thru the date of vacating the property as agreed, 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 him and returning to the Seller the unused portion as determined by date the property is vacated and the keys surrendered to the 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.

**3. Deposit:** The Broker is hereby authorized to make this offer and the deposit of _____ dollars in form of ☐ cash, ☐ personal check, shall be held by him under Act No. 299, P.A. of 1980 Sect 2512(1-g) and applied on the purchase price if the sale is consummated.

**BROKER'S ACKNOWLEDGMENT OF DEPOSIT**

Received from the above named Purchaser the deposit money above mentioned, which will be applied as indicated in paragraph 3 herein, or will be returned forthwith after tender if the foregoing offer and deposit is declined.

**Remerica Integrity** ID# 433754 By _____

**4. CLOSING DATE.** Closing date to occur on or before _____ , unless otherwise agreed upon in writing by Purchasers and Sellers.

**5. Appraisal**: Should property not appraise at purchase price, at Purchasers option, offer may be declared null and void and deposit returned in full, PROVIDED notification is made to listing broker within 48 hours of notification of failure to appraise at purchase price.

The parties hereto have read the GENERAL CONDITIONS of this page of the contract and have affixed their initials as acknowledgement and acceptance:

Purchaser(s) initials: _____ _____ Seller(s) initials: _____ _____

**6. Home Warranty:** Purchaser agrees to purchase a Americas Preferred Home Warranty Yes☐ No☐ Initial _____
Seller agrees to purchase a Americas Preferred Home Warranty Yes☐ No☐ Initial _____
Should parties not wish to purchase a Home Warranty; said Warranty shall be deemed WAIVED.

**7. Homeowners Association:** If there is a Homeowners Association that has authority over the property, Sellers is to provide Purchaser with a copy of the most recent financial statement, by-laws, and assessments and any other related information within _____ days of acceptance. If Purchaser does not notify Seller in writing within _____ calendar days from the receipt of said documents, that the purchaser is dissatisfied with the documents this agreement shall be binding without regard to said documents. If purchaser notifies Seller in writing that Purchaser is dissatisfied with the documents, within the above specified calendar days, then purchaser may declare this agreement void and all earnest money deposits shall be refunded.

**8. Flat Screen Wall Mounts:** (check one and initial)
☐ Wall mounts will stay attached to the wall and will include all parts: Purchaser Initial _____ Seller Initial _____
☐ Wall mounts to be removed and wall to be repaired by the Seller: Purchaser Initial _____ Seller Initial _____
Purchaser understands that drywall repairs may be visible and matching paint may be unavailable.

**9. Electronic Signature Acknowledgement:** If Electronic Signature is used, this serves as notice that the parties listed below are acknowledging the use of the electronic signatures. These contracts may be delivered via email, the signing parties have reviewed, read and completely understand the documents they are signing with the electronic signatures. Also the below listed emails are specific to the individuals listed and each party signed the package documents using their individual email account.

**10. Sprinkler systems:** Seller to have the sprinkler system; ☐ winterized prior to closing, ☐ opened prior to closing,
NA. Purchaser initial: _____ _____ Seller initial: _____ _____.

**11. Title Insurance:** As evidence of title, Seller agrees to furnish Purchaser, at the time of closing, an owner's policy of Title insurance without standard exceptions in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for the performance of this offer.

**12.** If this offer is accepted by Seller and title can be conveyed in the condition required hereunder, the Purchaser agrees to complete the sale within ten days after the issuance of the Commitment for Title Insurance or by date specified. However, if the sale is to be consummated in accordance with paragraph B, then closing will be as soon as the mortgage application is approved and a closing date can be obtained from the lender or on a date mutually agreed upon in writing.

**13.** If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date he is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain the title insurance commitment as required above, or (3) to refund deposit in full termination of this agreement if unable to remedy the title or obtain title insurance. If the Seller is unable to remedy the title or obtain such title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement, unless Purchaser elects to proceed with the sale accepting such title as Seller is able to convey.

**14. Default:** In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages. In the event of default by the Seller hereunder, the Purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to an immediate refund of his entire deposit in full termination of this agreement.

**15.** All taxes and assessments which have become a lien upon the land, whether recorded or not recorded, at the time 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 due date basis of the municipality or taxing unit in which the property is located, interest, rents, and condominium and/or association dues or fees shall be prorated and adjusted as of date of closing. Broker may retain, from the amount due Seller at closing, a minimum of three hundred ($300.00) dollars for water charges. When the final water bill or reading is received, all water adjustments shall be made as of the day of the **POSSESSION**. Any assessments, recorded or not recorded, (Condominium and Home Owners Association, etc.) which have been confirmed by the proper authority prior to the closing shall be paid by Seller at closing.

**16. Compliance Fee:** Purchaser agrees to pay Remerica Integrity Realty a $395 Real Estate Compliance Fee at closing for retaining all records pertaining to the sale of the property for a period of seven (7) years as is required by state law.

**17.** The closing of this sale shall take place at the office of the listing broker or title company selected by the Sellers. However, if a new mortgage is being applied for, Purchaser shall execute said mortgage at bank or mortgage company from which the mortgage is obtained.

The parties hereto have read the GENERAL CONDITIONS of this page of the contract and have affixed their initials as acknowledgement and acceptance:

**18.** This agreement supersedes any and all understandings and agreements and constitutes the entire agreement between the parties hereto and Realtor, and no oral representations or statements shall be considered a part hereof. Purchaser understands and acknowledges that they are purchasing a used home in an **" as is "** condition and that neither the Seller nor Realtor make any warranties as to the land and structure purchased or the condition thereof. The parties have agreed that TIME IS OF THE ESSENCES and that no extensions of said time limits are expected or agreed to unless specifically agreed to in writing.

**19**. Purchaser and Seller hereby acknowledge notice of the fact that Broker may accept a commission, fee, or consideration with regard to the placement of an abstract; loan; or mortgage, home warranty, life, fire, theft, flood, title or other casualty or hazard insurance arising from this transaction and expressly consent thereto as required by the provisions of Rules 43 (1) and 43(2) promulgated under the Michigan Real Estate License Law.

**20**. **Remerica Integrity Real Estate recommends that both parties retain their own attorney** to represent them in connection with this transaction. Where the transaction involves financial and tax consequences, the parties acknowledge that they have been advised to seek the advice of their accountant or financial advisor.

**21**. If the municipality where the property is located requires an inspection prior to a sale, Seller will pay for necessary inspections and required repairs, if any, to obtain written approval of the municipality.

**22**. Buyer reserves the right to walk through the property within 24 hours prior to closing and Seller agrees to maintain premises in the same condition as existing at acceptance of this offer, to maintain the grounds, heating, sewer, plumbing, electrical systems, any built-in appliances and equipment in normal working order and to keep the roof water-tight. In the event the property herein has been winterized, **it shall be the obligation and the expense of the Seller to de-winterize the aforementioned home prior to closing.** Seller agrees to leave the premises broom-clean and free of all debris.

**23. RISK OF LOSS.** The Seller is responsible for any damage to the property, except for normal wear and tear, until the closing. If there is damage, the Purchaser has the option to cancel this agreement and the deposit shall be refunded to the Purchaser or he/she can proceed with the closing and either:

a. require that the Seller repair the damage before the closing; or
b. deduct from the purchase price a fair and reasonable agreed upon cost to repair the property.

**24**. **SELLER'S DISCLOSURE.** Purchaser ☐ has ☐ has not received a copy of a Seller's Disclosure Statement setting forth certain conditions involving the property, and Seller acknowledges that said Statement is true and accurate to the best of Seller's knowledge.

Date_____, 20_____ Time _____ Initials _____ (Purchaser's Initials Required)

**25**. **INSPECTION.** Buyer Does ☐ / Does Not ☐ desire to have a Property Inspection(s). Broker recommends Buyer(s) obtain independent private inspection(s) of the property, including, but not limited to present physical condition, mold and radon, by an inspector of its choice and at the Buyer's expense. Inspection(s) will be concluded within _____ calendar days after acceptance of this offer, written notice must be given to the Seller's agent within that time period of any dissatisfaction with the inspection(s). Failure to notify the Seller's agent of any dissatisfaction within this time period shall constitute acceptance of the property in as-is condition. Buyer's mere submission of a written list of potential defects in the property does not constitute an election to terminate this Agreement. If Seller is notified of defects, Seller shall have __2__calendar days to either (a) repair or provide for repair to the satisfaction of the Buyer OR (b) declare its unwillingness to repair in writing to the Buyer's Agent. If the Seller declines to perform repairs the Buyers have the option to either (i) declare this agreement null and void and the Buyer's deposit returned, OR (ii) complete the transaction as is. The Buyer must exercise either of the options in writing, in care of the Seller's agent within __2__calendar days after the Seller declares its intent in writing. If square footage is a material matter to the Buyer, it must be verified to Buyer's satisfaction during the inspections(s) period stated above.

**26**. **TILA-RESPA Integrated Disclosure Rule - TRID** contains new requirements and disclosure forms that consumers will receive in the process of applying for and consummating a mortgage loan. Among many other things, the Closing Disclosure must be provided to the purchaser/borrower at least three business days before closing. In addition, changes to the terms of the mortgage loan and Purchase Agreement amendments may cause the lender to revise the Closing Disclosure and re-start the three-day notice period. The lender's compliance with TRID and other regulatory requirements may delay Purchaser's compliance with the deadlines set forth in the Purchase Agreement through no fault of Purchaser. If any Purchase Agreement deadline, including but not limited to the closing date, cannot be met due to any government regulation or lender requirement, the deadline or closing date shall be extended for the period necessary to satisfy these requirements, not to exceed ten business days.

Purchaser authorizes and directs the lender to provide copies of the Closing Disclosure, and any revisions thereto to the listing and selling agents identified in this Purchase Agreement simultaneously with delivery of the Closing Disclosure to Purchaser.

The parties hereto have read the GENERAL CONDITIONS of this page of the contract and have affixed their initials as acknowledgement and acceptance:

Purchaser(s) initials: _____ _____ Seller(s) initials: _____ _____

**27. Counter:** In the event Seller makes any written changes in any of the terms and conditions of the offer presented by Buyer, such changed terms and conditions shall constitute a counter-offer by Seller to Buyer. Counter shall remain valid until _____ unless earlier withdrawn in writing and shall require acceptance by the Buyer initialing each change before such date and time.

**28**. Additional Conditions _____

**By the execution of this instrument, the Purchaser acknowledges receipt of a copy of the agreement.**

IN THE PRESENCE OF:

_____ I.D. #_____

Dated: _____

_____
Purchaser

_____
Purchaser

_____
Address

ACCEPTANCE: By affixing his signature hereto Seller accepts this offer and acknowledges receipt of a copy hereof, Seller further agrees that Remerica Integrity has procured said offer and has brought about this sale and agrees to pay Remerica Integrity for services rendered a commission as set forth in the Listing Contract. Sellers hereby direct that no further offers be presented after acknowledgment of this offer.

**By the execution of this instrument the Seller acknowledges the receipt of a copy of this agreement.**

IN THE PRESENCE OF:

_____ I.D. #_____

Dated: _____

_____
Seller

_____
Seller

_____
Address

The undersigned Purchaser hereby acknowledges receipt of a copy of the Seller's signed acceptance of the foregoing Offer to Purchase.

Dated: _____

_____
Purchaser

MICHIGAN ASSOCIATION OF REALTORS®

# Notice of Buyer Agency

M

EQUAL HOUSING OPPORTUNITY

**TO THE SELLER OR SELLER'S AGENT:**

Please note that my company and I are representing the buyer identified below as that buyer's exclusive agent, pursuant to a written agency contract, and with respect to the potential purchase of the property described below.

As the agent for the buyer, our allegiance extends to the buyer and not to the seller. Because we will be attempting to act in the best interest of our buyer, we are rejecting your offer of subagency (if any), and requesting that you not disclose any information to us that you do not want us to convey to our buyer.

We also ☒ are accepting ☐ are not accepting the compensation offered to cooperating brokers of _____ or 3 % of the purchase price of the property.

BUYER: _____

PROPERTY: _____

_____

Broker:

Remerica Integrity Realty
Firm

_____
Agent

**ACKNOWLEDGMENT AND ACCEPTANCE:**

I (We) hereby acknowledge that I (we) were presented with this Notice on _____, and prior to entering into negotiations for the sale of the above-mentioned property.

_____ or _____
Seller Seller's Agent

_____
Seller

Form M, © 1993 Michigan Association of REALTORS®, revised 6/93

*This contract is for use by Realcomp Subscribers. Use by any other party is illegal and voids the contract.*

Instanet forms