

## Sales Contract



I-1

Selling Office \_\_\_\_\_ MLS BKR# \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_  
Listing Office \_\_\_\_\_ MLS BKR# \_\_\_\_\_ Time \_\_\_\_\_ A.M./P.M.

1. **PROPERTY DESCRIPTION** Buyer agrees to buy from Seller the property located at

\_\_\_\_\_ County, Michigan, and legally described as:

The property includes all buildings; gas, oil, and mineral rights owned by Seller: plumbing, heating, and electrical fixtures; built-in appliances; water softener (unless rented); water pumps and pressure tanks; stationary laundry tubs; radio and television antennas and any mechanical controls; shades, shutters, window blinds, and curtain and drapery rods; attached floor coverings; attached fireplace doors and screens; garage door opener and controls; screens, storm windows and doors; landscaping, fences, and mail boxes; and incinerator, if any; and \_\_\_\_\_

but does not include \_\_\_\_\_

\_\_\_\_\_. The property is purchased subject to zoning ordinances and to restrictions and easements of record.

2. **SALES PRICE** The sales price is \$ \_\_\_\_\_

3. **METHOD OF PAYMENT** All monies must be paid by cash, certified check, cashiers check, or money order. The sale will be completed by the following method:

- ( ) CASH Buyer will pay the sales price in cash upon Seller's delivery of a warranty deed conveying marketable title.
- ( ) NEW MORTGAGE This contract is contingent on Buyer's ability to obtain a(n) \_\_\_\_\_ mortgage loan in the amount of \$ \_\_\_\_\_, Buyer will apply for the loan within \_\_\_\_\_ days after Seller's acceptance. If Buyer fails to deliver to Seller evidence of the loan approval before \_\_\_\_\_, Seller may cancel this contract. The sale will be completed upon Seller's delivery of a warranty deed conveying marketable title.
- ( ) LAND CONTRACT Buyer will pay \$ \_\_\_\_\_ down payment upon Buyer and Seller signing a \_\_\_\_\_ land contract. Buyer will pay monthly installments (principal and interest) of \$ \_\_\_\_\_ or more, including annual interest of \_\_\_\_\_ percent. Buyer will pay the entire balance, which may require a lump-sum payment, within \_\_\_\_\_ years after closing.
- ( ) MORTGAGE ASSUMPTION or LAND CONTRACT ASSIGNMENT: If the holder of the mortgage or land contract agrees, Buyer will assume and pay the existing mortgage or land contract according to its terms. Buyer will pay the difference between the sales price and the existing balance of approximately \$ \_\_\_\_\_ upon Seller's delivery of a warranty deed or a land contract assignment. Buyer will reimburse Seller at closing for any funds held in escrow.

4. **TITLE INSURANCE:** Seller shall provide to Buyer, at Seller's expense, an owner's policy of title insurance with standard exceptions in the amount of the sales price. Seller will apply for a commitment for title insurance within \_\_\_\_\_ days after the Buyer has waived all other contingencies contained in this Agreement. Upon receipt of the commitment, Buyer shall have \_\_\_\_\_ days to provide Seller with written notice of any objections. Seller will then have 30 days after receiving written notice to remedy the claimed defects. If Seller is unable to remedy the defects within 30 days, this Agreement shall terminate, and any deposit shall be refunded to Buyer.

5. **CLOSING COSTS** Unless otherwise provided in this contract, it is agreed that Seller shall pay all State transfer taxes and costs required to convey clear title. Unless otherwise provided in this contract, Buyer shall pay the cost of recording the deed and/or security interests and all mortgage closing costs required by mortgage.

6. **TAXES AND ASSESSMENTS** Seller will pay all prior years' real estate taxes and assessments. The current year's real estate taxes and assessments will be paid as follows:

- ( ) NO PRORATION Seller will pay the taxes and assessments which are due before the date of closing. Buyer will pay taxes and assessments which are due on or after the date of closing. "Due" means the date on which a tax or assessments becomes payable.
- ( ) PRORATION With current year taxes and assessments treated as though they are paid in ( ) arrears ( ) advance based on a ( ) calendar year ( ) fiscal year.
- ( ) OTHER \_\_\_\_\_

7. **PRORATED ITEMS** Interests, rents, association fees, and water use, if any, will be prorated to the date of closing. Additional items: \_\_\_\_\_

8. **CLOSING DATE** Buyer and Seller will close the sale within \_\_\_\_\_ days after all necessary documents are ready, but in no event later than \_\_\_\_\_

9. **OCCUPANCY** Seller will give occupancy as follows:

- ( ) Immediately after closing
- ( ) \_\_\_\_\_ days after closing by 12:00 noon. From the date of closing to the date of vacating, Seller will pay Buyer \$ \_\_\_\_\_ per day as an occupancy charge. At closing, Seller will give \$ \_\_\_\_\_ to ( ) Buyer ( ) listing broker. The Buyer or listing broker will use this money for the occupancy charge and then reimburse Seller for any unused days. Seller is liable to Buyer for damage caused to the property after closing and before vacating. If tenants occupy the property, then
- ( ) Seller will vacate the tenants before closing.
- ( ) Buyer will assume responsibility for the tenants.

10. **SELLER'S DISCLOSURE**

- ( ) Buyer acknowledges that a Seller Disclosure Statement has been provided to Buyer.
- ( ) Seller shall provide Buyer with a Seller Disclosure Statement with Seller's acceptance of this offer. Pursuant to Public Act 92 of 1993, Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this contract by delivery of a written notice to Seller or Seller's agent.

11. **LEAD-BASED PAINT DISCLOSURE/INSPECTION (For residential housing built prior to 1978.)** Buyer acknowledges that prior to signing this Sales Contract, Buyer has received a copy of the *Lead-Based Paint Seller's Disclosure Form* completed by the Seller on \_\_\_\_/\_\_\_\_/\_\_\_\_, the terms of which shall be part of this agreement. Buyer also agrees (check one below):

- ( ) Buyer shall have a \_\_\_\_\_ day opportunity after the date of 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 shall terminate and any deposit shall be refunded to Buyer.
- ( ) Buyer hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

12. **LAND DIVISION ACT (For unplatted land only.)** Seller and Buyer agree that the following statements shall be included in the deed at the time of delivery:

- (a) The grantor grants to the grantee that the right to make \_\_\_\_\_ (insert "zero," "all" or a specific number, as appropriate) division(s) under section 108 of the land division act, Act. No. 288 of the Public Acts of 1967.
- (b) This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan right to farm act.

**CAUTION:** If the space contained in paragraph (a) above is left blank, the deed will NOT grant Buyer the right to any divisions.

13. **PROPERTY INSPECTION** Buyer has personally inspected the property and accepts it in its AS IS present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this contract.
- ( ) This offer is contingent upon a satisfactory inspection of the property, at Buyer's expense, by an inspector and/or licensed contractor of Buyer's choice no later than \_\_\_\_\_ business days after the date of this Contract. If Buyer is not satisfied with the results of the inspection, upon written notice from Buyer to Seller within this period, this Contract shall terminate and any deposit shall be refunded to Buyer.
- ( ) Buyer acknowledges that the salesperson has recommended that Buyer obtain an inspection of the property by an inspector and/or a licensed contractor. Buyer does not desire to obtain an inspection of the property.
14. **ATTORNEY RECOMMENDED** Buyer acknowledges that the salesperson has recommended that an attorney be retained to review the marketability of title and determine that the requirements of this contract have been met.
15. **DEPOSIT** Buyer deposits \$ \_\_\_\_\_ showing good faith. This money, which will be applied to the sales price, will be deposited in the selling broker's trust account. If the conditions in this contract cannot be met, Seller authorized the selling broker to refund the deposit.
16. **DUE ON SALE (IF IT APPLIES)** SELLER UNDERSTANDS THAT SELLING OR TRANSFERRING THE PROPERTY DOES NOT RELIEVE SELLER OF ANY MORTGAGE OBLIGATION OR OTHER INDEBTEDNESS TO WHICH THE PROPERTY IS SUBJECT. UNLESS OTHERWISE AGREED TO BY THE LENDER OR REQUIRED BY LAW OR REGULATION.
17. **DEFAULT** If Buyer defaults, Seller may enforce this contract or may cancel the contract, keep the deposit, and pursue legal remedies. If Seller defaults, Buyer may enforce this contract or may demand a refund of the deposit and pursue legal remedies (subject to paragraph 19).
18. **HEIRS AND SUCCESSORS** This contract binds Buyer, Seller, their personal representatives and heirs, and anyone succeeding to their interest in the property. Buyer shall not assign this contract without Seller's prior written permission.
19. **ARBITRATION** ( ) Any claim of Seller or Buyer arising out of this agreement relating to the disposition of the earnest money deposit or the physical condition of the property covered by this agreement shall be arbitrated in accordance with the rules, then in effect, adopted by the endorsed provider of arbitration services for the Michigan Association of REALTORS®. This is a voluntary agreement between the Buyer and Seller and the failure to agree to arbitrate does not affect the validity of this agreement. This agreement is made subject to and incorporates the provisions of Michigan law governing arbitrations. This provision shall survive closing.
- ( ) The parties do not wish to agree to arbitrate future disputes.
20. **OTHER CONDITIONS** \_\_\_\_\_

Buyer and Seller agree that this is the entire contract and that there are no other written or oral understandings. Execution of a facsimile counterpart of this Agreement shall be deemed execution of the original Agreement. Facsimile transmission of an executed copy of this Agreement shall constitute acceptance of this agreement.

21. **BUYER(S) SIGNATURE(S)**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
(first) (middle) (last)

Home Ph: \_\_\_\_\_

Work Ph: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
(first) (middle) (last)

Home Ph: \_\_\_\_\_

Work Ph: \_\_\_\_\_

Buyer's Address: \_\_\_\_\_

Print Salesperson's Name: \_\_\_\_\_

Office Ph: \_\_\_\_\_

22. **BUYER'S RECEIPT** Buyer has received a copy of this contract.

23. **DEPOSIT RECEIPT** The selling broker has received from Buyer the deposit in the form of Salesperson's signature: \_\_\_\_\_

24. **SELLER'S ACCEPTANCE** Seller accepts this as written or with the following changes: \_\_\_\_\_

25. **SELLER(S) SIGNATURE(S)**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
(first) (middle) (last)

Home Ph: \_\_\_\_\_

Work Ph: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
(first) (middle) (last)

Home Ph: \_\_\_\_\_

Work Ph: \_\_\_\_\_

Seller's Address: \_\_\_\_\_

Print Salesperson's Name: \_\_\_\_\_

Office Ph: \_\_\_\_\_

26. **SELLER'S RECEIPT** Seller has received a copy of this contract.

27. **BUYER'S RECEIPT AND ACCEPTANCE OF CHANGES** Buyer has received Seller's acceptance of this contract. If the acceptance was subject to changes Buyer agrees to accept the changes as written and all unchanged items.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

28. **SELLER'S RECEIPT OF BUYER'S ACCEPTANCE** Seller has received Buyer's acceptance of changes in this contract.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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