



TRAVERSE AREA ASSOCIATION OF REALTORS®
NORTHERN MICHIGAN MLS
PURCHASE AGREEMENT
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OFFICE OF: _____

(Selling Broker) Phone _____ Date: _____, 20__ at _____ (a.m. / p.m.)

1. PURCHASER: The undersigned Purchaser(s) _____
 (Purchaser's Name) agrees to purchase through _____ (Listing Broker)

2. PROPERTY: Real Property situated in the _____ of _____
 County of _____ and State of Michigan. MLS # _____
 Tax Number: _____ Legal Description: _____

The Property is also identified by street number as: _____

The Property is owned by: _____

3. PRICE: The purchase price shall be \$_____

4. TERMS: The sale of the Property shall be consummated by delivery of a Warranty Deed or owner financing conveying marketable title upon compliance with sub paragraph _____ below:

- A. CASH SALE: Payment of full purchase price.
- B. CASH TO NEW MORTGAGE: Payment of the full purchase price, contingent upon Purchaser's ability to obtain at Purchaser's own expense a _____ mortgage loan in the amount of \$_____. Purchaser agrees to make application for a mortgage within three (3) business days of the Effective Date of this Agreement, and to furnish Seller evidence of the conditional loan commitment acceptable to Purchaser within five (5) business days of the Effective Date of this Agreement.
- C. OWNER FINANCING: See Addendum
 The purchase money shall be paid in **cash** or by **cashiers check** to appropriate title company or escrow agent.

5. OIL, GAS, and MINERAL RIGHTS: if any, are included YES NO, unless previously severed by former owner.

6. FIXTURES & IMPROVEMENTS: Sale to include all buildings, improvements, carpeting, window shades, drapery or curtain hardware, Venetian shades, screens, storm sash and doors, shrubbery, built-in kitchen appliances, TV antenna, plumbing and lighting fixtures, fences, mailbox and garage door openers (including transmitters), heating and air conditioning equipment, if any, now on the property. Additions (mark Y for yes or N for no): Refrigerator _____, Oven/Range _____, Draperies _____, Curtains _____, Water Softener _____, Dishwasher _____, Microwave _____, Washer _____, Dryer _____.

7. PRORATIONS: Rents, insurance, homeowner's association fees, condominium owner's association fees, road maintenance fees, fuel and sewer and water bills shall be adjusted as of the date of closing. "Current Taxes" (defined as those taxes due in the calendar year the closing takes place) shall be prorated as of the date of closing in the following manner: county taxes, including township and school, shall be prorated on a calendar year basis, as if paid in arrears, so that Seller will be charged with the portion thereof from the prior January 1 to the date of closing, and Purchaser with the balance of the year. City taxes and village taxes shall be prorated on a due date basis as if paid in advance so that Seller will be charged with the portion thereof from the prior July 1 to the date of closing, and Purchaser with the portion from the date of closing to the next June 30.

8. ASSESSMENTS: Unless otherwise specified herein, all special assessments and/or sewer, riser and benefit charges, and all taxes other than "Current Taxes" which are a lien at the date of this agreement shall be paid by the Seller.

9. POSSESSION: Seller shall deliver and Purchaser shall accept possession of the Property subject to the rights of any tenants at or _____ days after closing. From the date of closing to the date of vacating the Property as agreed, Seller shall pay the sum of \$_____ per day as an occupancy charge, and Seller shall be liable for Seller's pro rata share of utilities. The Purchaser shall retain from the amount due Seller at closing the sum of \$_____ as a deposit against these charges, paying to the Purchaser the amount due and returning to the Seller the balance as determined by the date Property is vacated and keys surrendered to Purchaser.



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- 10. PROPERTY DAMAGE:** If the building(s), fixtures and equipment on the Property are extensively damaged or are destroyed by fire or otherwise prior to closing, the Purchaser may terminate this Agreement by written notice to Seller with a copy to Listing Broker and Selling Broker. Upon receipt of this notice, Selling Broker shall return the deposit to Purchaser, this Agreement shall be void, and the Parties shall have no further duty to one another. If Purchaser does not send notice of termination, the closing shall occur and all proceeds of insurance of claims under insurance policies, if any, shall accrue to the benefit of Purchaser
- 11. DISCLOSURE STATEMENT:** Unless otherwise disclosed in the "Real Estate Transfer Disclosure Statement", Seller warrants that there are no lawsuits, health department, condemnation, zoning or other proceedings pending nor are there any unpaid bills resulting from improvements made to the Property within the last ninety (90) days which may give rise to the filing of a mechanic's lien. Seller warrants that Seller is not aware of any functional defects in the Property other than as set forth in the Disclosure Statement. If Seller has not previously provided the Purchaser with a completed copy of the Disclosure Statement, Seller shall do so upon acceptance of this offer. Purchaser shall have a period of 72 hours from the receipt of the Disclosure Statement to determine the existence of any material defects which may impact upon their original offer. If Purchaser claims a material defect is present, the parties shall negotiate in good faith relative to the defect issue. If no resolution has been reached within _____ calendar days, then either party may terminate this Agreement. For the purpose of this Agreement, the term "material defect" means those defects which have a **SUBSTANTIAL IMPACT** upon the value of the Property. Purchaser and Seller agree that no REALTOR® involved in this transaction has made any representation relative to matters which are the subject of the Disclosure Statement and neither party is placing any reliance upon any representation relative to these matters made by any REALTOR®.
- 12. DEPOSIT:** Purchaser Tenders: (\$ _____) DOLLARS in the form of _____ which shall be retained by the Selling Broker as a Deposit to apply to the purchase price of the Property. The Deposit shall be returned and this offer is revoked if not accepted by the Seller within _____ days from the date of this offer. A standard ALTA owner's policy of title insurance in the amount of the purchase price shall be furnished to Purchaser at Seller's expense and a commitment to issue a policy insuring marketable title vested in Purchaser, including a real estate tax status report, shall be made available for Purchaser's inspection prior to closing. If the owner's title insurance commitment shall disclose title to be unmarketable, then Seller shall remedy the title defects to render title marketable. If Seller does not cure the title defects within 30 days to Purchaser's reasonable satisfaction, Purchaser may waive the defect or may terminate this Agreement by written notice, in which case Selling Broker shall return Deposit in full immediately. This sale is to be closed on or before _____.
- 13. COMPLIANCE:** The parties will be held to strict compliance with the time limitations contained in this Agreement. If Purchaser refuses to perform its obligations under this Agreement, the Deposit shall be forfeited and may be applied by the Seller to payment of his damages, and Seller may treat the forfeited Deposit as liquidated damages for such non-performance, breach or default. If Seller's actual damages exceed the Deposit, Seller may pursue such other legal and equitable remedies as Seller may have against the Purchaser. If Seller defaults, the Deposit shall be returned to the Purchaser and Purchaser may pursue such legal or equitable remedies as Purchaser may have against the Seller.
- 14. INSPECTION:** Purchaser shall have the right, within _____ calendar days after the Effective Date, at Purchaser's expense, to engage and complete, qualified individuals to inspect and investigate the Property. The inspections that Purchaser may conduct include, but are not limited to: health department evaluations, structural integrity, plumbing, heating, electrical, appliances, roof, soils, foundation, mechanical systems, basement integrity, pest inspection, environmental hazards (such as asbestos, formaldehyde, radon gas, toxic mold, lead-based paint or other substances/products and water quality), surveys, zoning determinations, ordinance compliance checks, determinations of oil and gas rights, or such other studies of the property as Purchaser deems advisable. Purchaser shall keep the Property free and clear of any liens, and shall indemnify and hold Seller harmless from any liability, claim, demand, damage or cost, and shall repair all damages to the Property arising from the inspections, tests and studies. Where such reports disclose a potential material defect that has a **SUBSTANTIAL IMPACT** upon the value of the Property, the parties agree to negotiate in good faith to resolve the matter. If the parties have not been able to resolve the matter within 7 days, then either of the parties may terminate this Agreement by written notice to the other. Seller shall make the Property available for all inspections.

This condition provides the Purchaser with an opportunity to obtain independent and unbiased information regarding the condition of the Property. If the Purchaser fails to have these inspections, studies or tests performed, or fail to raise matters pursuant to this provision, the Purchaser shall be deemed to have accepted the property subject to any material or adverse condition that such inspection, study or test would have disclosed. PURCHASER FURTHER ACKNOWLEDGES THAT IN ENTERING INTO THIS AGREEMENT, PURCHASER IS NOT RELYING UPON ANY REPRESENTATIONS MADE BY ANY REALTOR®.

Purchaser's Initials _____



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- 15. LEAD BASED PAINT DISCLOSURE:** If subject home was built prior to 1978, Purchaser acknowledges that prior to signing this Purchase and Sales Agreement, Purchaser has received and reviewed a copy of the Lead-Based Paint Disclosure Form.
- 16. HOME PROTECTION PLAN:** Purchaser and Seller have been informed that Home Protection Plans are available. Such plans may provide additional protection and benefit to a Purchaser. The parties acknowledge that a REALTOR® may receive compensation from the companies offering these plans. Purchaser does does not wish to purchase a Home Protection Plan.
- 17. SMOKE DETECTOR(S):** Smoke detector(s) shall be installed as required by law, at Seller's expense.
- 18. ATTORNEY'S FEES:** In any action or proceeding arising out of this agreement, the prevailing party, including any Realtor® so involved, shall be entitled to reasonable attorney's fees and costs, to be paid by the non-prevailing party.
- 19. MULTIPLE LISTING SERVICE:** If Broker is a participant of a Board Multiple Listing Service ("MLS"); Broker is authorized to report the sale, its price and terms for the use of authorized Board Members, MLS participants and subscribers. Deletion of this paragraph by Seller shall not constitute a counter-offer.
- 20. AGENCY CONFIRMATION:** Purchaser and Seller each acknowledge receipt of an Agency Disclosure Form. The Selling Broker/ Salesperson is acting as (check one) Agent/Subagent of the Seller Buyer's Agent Dual Agent Designated Agent in an In-House Transaction Other _____
- 21. ATTACHMENTS:** These attachments are incorporated by reference: Addendum(s) Seller's Disclosure Statement Lead-Based Paint Seller's Disclosure Form Unplatted Land Division Addendum Other _____
- 22. CLOSING:** The closing may be conducted by a title company or other escrow agent. The parties agree to equally divide the closing fee.
- 23. ADDITIONAL CONDITIONS:** _____

- 24. EFFECTIVE DATE:** The term "Effective Date" shall mean the date and time at which both Purchaser and Seller have signed this Agreement and agreed upon its terms.
- 25. DISPUTE RESOLUTION:** If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to use non-binding mediation to negotiate a resolution before litigating the dispute. They shall utilize the services of the Community Reconciliation Service or another mutually acceptable neutral mediator to bring them together in at least one mediation session.

Purchaser's Initials _____ Seller's Initials _____

26. ACKNOWLEDGEMENT: Purchaser acknowledges receipt of a copy of this Agreement. This document and attachments reflects the parties' entire agreement. Any agreement, statement, or representation not included is not legally binding. References to gender and number shall be adjusted as required by context. This Agreement binds the heirs, personal representatives, executors, assigns, and the successors of the parties.

This is a legal document. It is recommended to the Purchaser that an attorney be retained to pass upon the marketability of the title to the property involved and to confirm that the terms of this Agreement are met.

Purchaser(s):

DEPOSIT ACKNOWLEDGED BY:

Agent / REALTOR®



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Purchaser(s) Address:

Purchaser(s) Contact Numbers:

27. SELLER'S ACCEPTANCE: Seller accepts Purchaser's offer. Dated this _____ day of _____, 20____ at _____ a.m. / p.m.

Seller:

Seller(s) Address:

***NOTE: Please sign as you wish your name to appear on the final papers.**

Seller's Contact Numbers::

28. COUNTEROFFER: This is a counteroffer to Purchaser's offer dated this _____, 20____. Seller accepts all the terms and conditions in the above designed Agreement with the following changes or amendments:

The Seller reserves the right to continue to offer the Property for sale and may accept another offer at any time prior to personal receipt by Seller or _____, Seller's authorized agent, of a copy of this counteroffer duly accepted and signed by Purchaser. Unless this counteroffer is accepted in this manner, on or before _____, 20____ at _____ a.m. / p.m., it shall be deemed revoked and the Deposit shall be returned to Purchaser. Seller acknowledges receipt of a copy of this counteroffer. Dated this _____ day of _____, 20____ at _____ a.m. / p.m.

Seller: _____ Seller: _____

29. ACCEPTANCE OF COUNTEROFFER: If Seller's acceptance constitutes a counteroffer; Purchaser hereby accepts the terms of that counteroffer. Dated this _____ day of _____, 20____ at _____ a.m. / p.m.

Purchaser: _____ Purchaser: _____

REALTOR® RECOMMENDS THAT BOTH BUYER AND SELLER RETAIN LEGAL COUNSEL