



CONTRACT FOR THE SALE OF REAL ESTATE

LISTING BROKER _____	SELLING BROKER _____
LISTING AGENT _____	SELLING AGENT _____
AGENT ID# _____ OFFICE ID# _____	AGENT ID# _____ OFFICE ID# _____
EMAIL _____	EMAIL _____

PROPERTY IDENTIFICATION

1. The undersigned, hereinafter called Buyers, offer and agree to purchase through _____ property situated in the City/Village/Township of _____ County of _____ Michigan, legally described as _____ and commonly known as _____.

INCLUSIONS

2. SUBJECT TO ZONING ORDINANCES, BUILDING, AND USE RESTRICTIONS, IF ANY, AND EASEMENTS OF RECORD, together with all improvements and appurtenances, now in or on the property and including: All TV hardware & wiring; built-in stereo equipment; hard-wired security system, doorbells and cameras; all attached carpeting; all lighting fixtures; all window treatments, shades & blinds; drapery & curtain hardware; cornices; fireplace glass doors; gas logs, and fireplace screens if attached; all storm windows and doors; all screens, awnings; all attached mirrors; garage door opener(s) and remote control(s); built-in appliances; seller-owned water softeners and filters, attached gas grill; all plantings, landscaping, & fencing, if any; and _____ free of all liens.

EXCLUSIONS

3. The following items are excluded: _____.

AGENCY

4. Buyer and Seller hereby acknowledge that the selling broker/sales associate is acting in the capacity of: (check one only)
 Seller's Agent Buyer's Agent Dual Agent Transaction Coordinator. See attached disclosure.

PAYMENT

5. The purchase price is _____ Dollars (\$ _____).
 Payment of the purchase money shall be made in U.S. funds by certified check, cashier's check, wire funds, or other funds acceptable to closing agent.

METHOD OF PAYMENT

6. The sale shall be completed by the following method: (Mark one box. All unmarked paragraphs do not apply.)
 A. **CASH SALE** the full purchase price upon delivery of the usual _____ deed conveying marketable title.
 B. **CASH SALE WITH NEW MORTGAGE** the execution of the usual _____ deed conveying marketable title, provided Buyers are able to secure a (_____) Mortgage Commitment not contingent on the sale of any other property or assets, in the amount of \$ _____ or for _____ % of the sales price for the term of _____ years at prevailing interest rates, for which mortgage Buyer agrees to apply for within _____ days from removal of inspection contingency and to timely comply with the lender's application requirements and accept financing promptly if tendered.
 Buyer shall remove the mortgage contingency within _____ days from acceptance of this contract by either a letter to Seller removing the contingency or by providing written confirmation from a lender that a mortgage commitment has been issued in the amount specified above. If the deadline comes and goes without either a mortgage commitment or mortgage denial, Seller has a continued right to elect to terminate the contract until the contingency is waived or satisfied. If Buyer is denied a mortgage commitment, Buyer shall furnish Seller with lender's written verification of mortgage denial. Upon Seller's receipt of such denial, this contract shall become null and void and the deposit shall be returned to Buyer.
 C. **SALE ON LAND CONTRACT** See attached "Land Contract Sales Addendum" made a part hereof.

SELLER CONCESSIONS

7. Seller(s) shall provide a credit of _____ % OR \$ _____ of the gross purchase price toward Buyer's settlement costs, mortgage closing costs, escrows loan discounts and pre-paid items that would otherwise be absorbed by Buyer. It is

Buyer's Initials _____ Seller's Initials _____

Buyer's responsibility to confirm with lender that the entire credit provided for herein may be utilized. If lender prohibits Seller from payment of any portion of such credit, then said credit shall be reduced to the maximum amount allowed by lender.

PRORATED ITEMS

8. Seller shall pay all prior years' real estate taxes, which are due and/or billed as of the date of this contract. The current year's taxes and Homeowners Association (HOA) dues shall be paid on a Due Date basis unless they are paid in advance, in which case they will be paid to the date of closing. Water bill to be paid by Seller until date of _____.

ASSESSMENTS

9. All special assessments for municipal improvements shall be paid by Seller, provided, however, that in the event a special assessment is payable in installments, current and future installments shall be allocated between Seller and Buyer using the same method for the proration of real estate taxes in paragraph 8. See attached Condominium Addendum to be made part hereof, if applicable.

CLOSING

10. Sale to be closed on or before _____.

POSSESSION

11. Seller shall deliver and the Buyer shall accept the possession of the property on or before _____, subject to the rights of the tenants as follows: _____

If tenants occupy the property, then: (check one)

- A. _____ Seller will have the tenants vacate the property prior to closing.
- B. _____ Buyer will be assigned all Landlord rights and security deposit(s) and rents prorated to date of closing, with Buyer assuming Landlord rights and obligations after date of closing. Seller shall verify the amount of tenants' security deposit held by Seller, in writing, at closing.

USE AND OCCUPANCY

12. At closing, Seller will escrow the sum of \$ _____ based on a \$ _____ per day occupancy charge for the period starting the day of the closing date through the agreed-upon surrender date. Charges for unused days will be reimbursed to Seller upon vacating as determined by the date the property is vacated and the keys are surrendered. Seller is responsible for utilities and any repairs or damage to the property caused by Seller or Seller's family or guests after closing and before vacating. Broker/Closing Agent holding the use and occupancy escrow has no obligation to assure the property is vacated on the date specified or responsibility for the condition of the property, but is only acting as an escrow agent.

ATTACHMENTS

13. ADDITIONAL DOCUMENTS ATTACHED: The following are attached hereto and are made a part hereof. (CHECK ALL THAT APPLY)

- | | |
|--|-------------------------------------|
| _____ Lead Based Paint Disclosure | _____ Addendum to Agreement of Sale |
| _____ Seller's Disclosure Statement | _____ FHA/VA Addendum |
| _____ Condominium Addendum | _____ Land Contract Sale Addendum |
| _____ Vacant Land Addendum | _____ Swimming Pool Addendum |
| _____ Builder's Addendum | _____ Private Road Addendum |
| _____ Contingent on Sale of Buyer's Property | _____ Other |

EARNEST MONEY DEPOSIT

14. Buyer is depositing with Broker \$ _____ in the form of personal check, money order, cashier's check, or certified funds. An additional sum of \$ _____ shall be deposited within _____ calendar days of acceptance by Seller, making the total earnest money deposit \$ _____. Total sums deposited will be deemed the Earnest Money Deposit to be held in accordance with the laws of the State of Michigan and applied to the purchase price at closing.

DEPOSIT ACKNOWLEDGEMENT

15. Received from the above Buyer, the deposit money in the form of _____
Broker _____ by _____
Address _____
This is a cooperative sale with _____
Address _____

CERTIFICATE OF OCCUPANCY

16. If a municipal inspection and/or certification of premises are required by local ordinance, Seller agrees to pay for said inspection. Seller _____, or Buyer _____, agrees to complete any and all cited repair violations by municipality as required by the enforcing municipality's code.

ADDITIONAL CONDITIONS

17. _____

Buyer's Initials _____ Seller's Initials _____

GENERAL CONDITIONS

TITLE AND SURVEY

A. Seller shall provide to Buyer, at Seller's expense, a commitment for an owner's policy of title insurance without standard exceptions in the amount of the sales price insuring title in the same condition required hereunder bearing date later than the acceptance hereof, and thereafter a title insurance policy insuring Buyer. Upon receipt of the commitment, Buyer to provide Seller with a written notice of any objections. Seller will then have thirty (30) days after receiving written notice to remedy the claimed defects. If Seller is unable to remedy the defects within thirty days, this Agreement shall terminate and any deposit shall be refunded to Buyer. SURVEY: Buyer agrees to obtain and pay for a survey by a registered land surveyor, as required by lender or title company. If for any reason Buyer does not obtain a survey, the Policy of Title Insurance will be issued with standard exceptions and Buyer agrees to hold Broker and Seller Harmless.

ORAL AND WRITTEN REPRESENTATION

B. It is understood that this property is being purchased in its present condition, "AS IS," and that it will be in substantially the same condition at time of closing as when this offer was made, except as may be required by paragraph 16. This agreement supersedes any and all understandings and agreements and constitutes the entire agreement between the parties hereto and the Broker or Broker's representatives, and no oral representations or statements shall be considered a part hereof. Buyer and Seller acknowledge that no representations, promises, guarantees, or warranties of any kind, including but not limited to, representations as to the conditions of the land and structures, were made by the Broker, any cooperating broker, or the Buyer's representative or any sales person or persons associated with those Brokers. Brokers, agents, and subagents are not experts in the areas of law, tax, financing, surveying, property condition, including structural conditions, hazardous conditions, and environmental conditions or engineering. Buyer and Seller acknowledge that they have been advised by the Broker(s) in this transaction to seek professional advice from experts in these areas.

RELEASE AND HOLD HARMLESS

C. Seller and Buyer hereby release Broker and any cooperating Broker(s) in this transaction, their respective agents, employees, attorneys, and representatives with respect to all claims arising out of the performance of this Contract For the Sale of Real Estate, and any addenda or counteroffers, all claims arising by virtue of any purported representations to Seller or Buyer as to the condition of the property, and all claims arising from the existence of any special or condominium assessments which have been, or may in the future be, levied against the land and structures which are the subject of their Contract For the Sale of Real Estate. Buyer and Seller hold Listing Broker and Selling Broker and their salespersons, agents, and employees harmless and do hereby indemnify them against all claims, actions, or suits, for damages of any nature, including reasonable attorney's fees and costs, whatsoever arising from their actions regarding this sale, unless they are engaged in grossly negligent conduct or willful and wanton misconduct. Buyer and Seller agree that any and all claims or lawsuits which they may have against the Listing broker and its agents and/or Selling Broker and its agents relating to their services must be filed no more than six (6) months after the date of closing of the transaction described in this Contract. Buyer and Seller waive any statute of limitations to the contrary.

MAINTENANCE OF THE PROPERTY

D. Until possession is delivered, Seller agrees to keep the property in substantially the same condition as of the date of this agreement and agrees to maintain heating, sewer, well, septic, plumbing, electrical systems, and any appliances and equipment in normal working order, and maintain the grounds. Seller further agrees to keep all utility services (electric, gas, and water) operating until date of possession. However, in the event that a mechanical or structural component of the property becomes inoperable or damaged during the course of the Seller's occupancy after the date of the closing, and through no fault or neglect of Seller, the repairing or replacing of the damaged component shall be the responsibility of Buyer.

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 premises broom-clean and free of debris or any personal property, including removal of _____ from premises prior to possession. Buyer agrees to acquire utility services (electric, gas, heating-fuel, etc.) upon taking possession.

DEFAULT

E. BY BUYER: In the event of default by Buyer of any terms herein, Seller may retain the deposit as liquidated damages or elect to pursue any legal or equitable remedies in a Court of Law. If the deposit is forfeited under the terms of the contract, it is agreed and understood by all parties that the Listing Agency of the Seller shall retain one-half (1/2) of the deposit but not an amount in excess of the total commission, as full payment for services rendered. BY SELLER: In the event of default by Seller of any terms herein, Buyer may a) elect to enforce the terms hereof or, b) receive an immediate refund of their entire deposit in full termination of this contract, c) take such actions for damages against the Seller as permitted by law. Seller and Buyer agree that Listing and Selling Brokers and their salespeople shall not be made parties to any action taken to enforce or terminate this agreement.

Buyer's Initials _____ Seller's Initials _____

- EARNEST MONEY DISPUTE
 F. In the event that a dispute arises between Buyer and Seller and they have not agreed to resolve their dispute(s) in accordance with the rules then in effect established by the Michigan REALTORS in conjunction with the arbitration association adopted by MR, the earnest money deposit shall be held in accordance with the laws of the State of Michigan. If this offer is not acceptable or title is not marketable, or uninsurable or, if the terms of purchase are contingent upon ability to obtain a new mortgage or any other contingencies as specified, which cannot be met, this earnest money deposit shall be refunded to -Buyer. In the event Buyer and Seller both claim the earnest money deposit, the earnest money deposit shall remain in Escrowee’s trust account until a court action has determined to whom the deposit must be paid, or until Buyer and Seller have agreed in writing as to the disposition of the deposit. *This paragraph may be subject to the arbitration provision in paragraph T below.*
- NOTICES
 G. As an alternative physical delivery, the parties agree that this Contract, any amendment or modification of this Contract and/or any written notice or communication in connection with this Contract may be delivered to -Seller in care of the Listing REALTOR® and Buyer in care of the Selling REALTOR® via electronic mail via the contact information set forth above. Any such communications shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to the Listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic mail address has been provided to the Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.
- PARTIES BOUND
 H. The covenants herein shall bind the Seller and Seller’s heirs, personal representatives, estate, administrators, executors, assigns and successors. The term Broker in this contract refers to Listing Broker, Selling Broker, and the agents of both.
- WATER BILL AND RENT PRORATIONS
 I. WATER: The listing broker is hereby authorized by Seller to retain from Seller’s proceeds at closing, the sum of \$300.00 or more in escrow until all water bills are paid. The water bill shall be paid by Seller until the date of closing or possession, whichever is stipulated in paragraph 8 hereof. Seller acknowledges that there may be a charge to obtain final reading and final bill.
 RENT: Seller shall have all rents current and collected. Such rents shall be prorated to date of closing. Rents and security deposits, if any, shall be credited to Buyer at closing.
- TRANSFER TAX
 J. Seller shall pay applicable State and County Transfer taxes at closing.
- BILL OF SALE & AFFIDAVIT OF LIENS
 K. Seller shall furnish to Buyer, a Bill of Sale for all personal property as referenced in this Contract and an Affidavit of Liens, at time of closing.
- ACCESS TO PROPERTY
 L. Seller to provide timely access to property to inspectors and appraisers in order to remove any contingencies contained herein and to allow Buyers access to preview the property prior to closing.
- ESCROW
 M. It is agreed and understood by all parties to this Contract that if there has been any amount of money escrowed for a specific purpose, said escrowed money shall only be used for that purpose. The Brokers shall not be liable for any amount of money in excess of that which they have escrowed.
- FLOOD INSURANCE
 N. Buyer agrees to obtain a policy of flood insurance, if required by the mortgage lender.
- PROPERTY INSPECTION CONTINGENCY
 O. This offer is contingent upon **Buyer signifying in writing** within ____ days after the effective date of this offer that Buyer is satisfied with the results of the inspection of said property by the Buyer’s CONTRACTOR OR REPRESENTATIVE. Said inspection to be made at Buyer’s expense. These inspections might include, but would not be limited to, structural integrity, condition of mechanical systems, sewer and water lines, environmental status, health or safety conditions, and infestation by wood-destroying insects. Buyer is aware that any reference to the square footage, individual schools, property taxes, and principle residence exemption status must be verified by Buyer during the inspection period Buyer shall be responsible for the repair and restoration of the property as a result of any damage caused by any inspections ordered by Buyer. Buyer’s removal of said inspection contingency shall be deemed acceptance of the condition of the property ‘AS IS.’ **Failure to remove this contingency within the above specified time will render this Contract for the Sale of Real Estate NULL and VOID with all monies returned to Buyer. Buyer’s failure to provide notice within the specified time period constitutes Buyer’s rejection of the results of the inspection.**

Buyer

Buyer

Seller

Seller

Buyer’s Initials _____ Seller’s Initials _____

Buyer(s) Waiving Contractor Inspection: Buyer(s) acknowledge(s) that they have inspected the premises, that said property is being Buyer purchased in "AS IS" condition, and that Buyer is satisfied with said property. Buyer(s) acknowledge(s) that the opportunity to have the premises inspected by a licensed contractor, inspection firm or representative has been offered, and Buyer(s) hereby waives such inspection. Buyer(s) has verified to his satisfaction: square footage, schools, property taxes, and principle residence and exemption status.

- | | | | | |
|--|-------|-------|--------|--------|
| | Buyer | Buyer | Seller | Seller |
|--|-------|-------|--------|--------|
- HOLD HARMLESS** P. Buyer shall indemnify and hold Seller, Broker, and any cooperating broker and their salespeople and employees, respectively, harmless, and shall indemnify them against all claims, actions, suits for damage of any nature whatsoever arising from their actions leading to this sale and from the Buyer's decision with respect to any such inspections.
- HOME WARRANTY** Q. Seller agrees _____, or Seller does not agree _____, to provide a one-year Home Warranty at closing. In the event the Seller is not providing a Home Warranty, Buyer hereby chooses to purchase _____, or does not choose to purchase _____, a one-year Home Warranty at closing. Cost not to exceed _____.
- FEES** R. Buyer agrees to pay closing fees charged by lender and/or title company and a compliance/transaction fee of \$ _____ payable to Selling Broker at closing.
- PAYMENT OF BROKER COMPENSATION** S. Seller agrees to pay Buyer's Broker's compensation in the amount of _____ % of the purchase price and/or \$ _____ at time of closing. Payment made under this provision does not create an agency relationship between Buyer's Broker and Seller.
Buyer and Seller acknowledge that Broker's Commissions are not set by law and are fully negotiable.
- DISPUTE RESOLUTION (ARBITRATION)** T. Any dispute over the disposition of any earnest money deposits or claim arising out of or related to the physical condition of any property covered by this Agreement, included without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the endorsed provider of arbitration services for the Michigan REALTORS®. This is a voluntary agreement between Buyer and Seller. Failure to agree to arbitrate does not affect the validity of the Agreement. A judgment of any circuit court shall be rendered on the award or determination made pursuant to this Agreement. This Agreement is specifically made subject to and incorporates the provisions of the Michigan Uniform Arbitration Act, MCL 691.1681, et seq. This Agreement is enforceable only by the parties and brokers/agents who have agreed to arbitrate as acknowledged by their initials below. The terms of this paragraph shall survive the closing.

This arbitration is a binding contract. If you have any questions concerning this agreement, please consult an attorney or an arbitration association adopted by Michigan Realtors®.

INITIAL IF YOU AGREE TO ARBITRATE

- | | | | | | | |
|--|--------|--------|-------|-------|----------------|----------------|
| | Seller | Seller | Buyer | Buyer | Listing Broker | Selling Broker |
|--|--------|--------|-------|-------|----------------|----------------|
- DUE ON SALE** U. SELLER UNDERSTANDS THAT THE CONSUMMATION OF THE SALE OR TRANSFER OF THE PROPERTY DESCRIBED IN THE AGREEMENT SHALL NOT RELIEVE SELLER OF ANY LIABILITY THAT SELLER MAY HAVE UNDER THE MORTGAGE(S) TO WHICH THE PROPERTY IS SUBJECT UNLESS OTHERWISE AGREED TO BY THE LENDER OR REQUIRED BY LAW OR LEGISLATION.
- DURATION** V. This offer shall remain valid, unless revoked, until _____ a.m. p.m. _____ on _____. If not accepted by Seller, this offer shall be null and void and any deposit held by Broker shall be returned to Buyer.
- FIRPTA** W. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA).** Parties to this Agreement/Contract to be bound by (FIRPTA) requirements, if applicable.

Buyer's Initials _____ Seller's Initials _____

BUYER'S APPROVAL

X. IN WITNESS WHEREOF the parties have executed this contract on _____ and hereby acknowledge receipt of a copy of this offer.

WITNESS _____ BUYER _____ L.S.

WITNESS _____ BUYER _____ L.S.

COUNTER-OFFER

Counter Offer: In the event Seller makes any written changes to the terms and conditions herein, such changes, if initialed and signed by Seller, shall constitute a counter-offer by Seller to Buyer which shall remain valid until _____ AM ___ PM on _____ (Month/Day/Year), unless revoked by Seller in writing, and shall require acceptance by Buyer by initialing all changes before said time, failing which this counter-offer is null and void and Buyer's earnest money shall be returned. Acceptance is not effective unless a properly executed copy of this Agreement is delivered to Seller or Listing Broker.

SELLER'S ACCEPTANCE

We, the undersigned owners of the above-described property, hereby accept the foregoing contract in accordance with the terms stated and agree to sell and convey marketable fee simple title. Acceptance is not effective unless a properly executed copy of this agreement is delivered to Buyer or Buyer's Broker.

IN WITNESS WHEREOF the parties have executed this contract on _____ and hereby acknowledge receipt of a copy of this offer.

WITNESS _____ SELLER _____ L.S.

WITNESS _____ SELLER _____ L.S.

EFFECTIVE DATE OF THE CONTRACT

The effective date of this contract is _____ 20____, which is the date when both Buyer and Seller have agreed on all terms and all necessary parties for both Buyer and Seller have signed this contract. This is the official start date when all deadlines and obligations described herein begin.

By signing or initialing below, the parties confirm they have received a copy of the Contract specifying all agreed terms, signed by all necessary parties.

Buyer Buyer Seller Seller

This form is provided as a service of the Grosse Pointe Board of REALTORS®. Those who use this form are expected to review both the form and the details of this particular contract to ensure that each section of the form is appropriate for the contract. The Grosse Pointe Board of REALTORS® is not responsible for use or misuse of the form, for misrepresentations, or warranties made in connection with the form.

ALL BUYERS AND SELLERS OF REAL ESTATE ARE ADVISED TO SEEK LEGAL COUNSEL AND CONTRACTOR'S INSPECTION TO PROTECT THEIR INTERESTS IN THIS CONTRACT.

Buyer's Initials _____ Seller's Initials _____