

# CONTRACT TO PURCHASE

1. THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the City, Township, Village of \_\_\_\_\_, \_\_\_\_\_ County, Michigan, legally described as follows:

\_\_\_\_\_ being known as \_\_\_\_\_, together with all improvements and appurtenances, including all buildings; oil, and mineral rights if owned by Seller; plumbing, heating, and electrical fixtures; built in appliances; purchased water softener; radio and television antennas and any mechanical controls; shades, shutters, blinds and window treatment rods; attached floor coverings; attached fireplace doors and screens; garage door opener and controls; screens, storm windows and doors; landscaping, fences and mailboxes; fuel in tank(s) at time of possession, and \_\_\_\_\_ IF ANY, NOW ON THE PREMISES, EXCLUDING: \_\_\_\_\_ 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: (USE PARAGRAPHS A, B, C, D, E, OR F). Please check appropriate box below.

- A. CASH SALE. Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made by cashier's check or certified check (no personal checks).
- 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 cashier's check or certified check (no personal checks). This agreement is contingent upon the Purchaser being able to secure a \_\_\_\_\_ mortgage in the amount of \$ \_\_\_\_\_ and pay \$ \_\_\_\_\_ down plus mortgage costs, prepaid items, and adjustments in cash. Purchaser agrees to apply for such mortgage within \_\_\_\_\_ calendar days from acceptance of this offer, at Purchaser's expense. Purchaser agrees that in connection with said application to lender, Purchaser will in good faith comply with lender's request for necessary information required to process the loan application. If a firm and unconditional commitment for such mortgage cannot be obtained within \_\_\_\_\_ days from the date of Seller's acceptance, at the Seller's written option, this contract may be declared null and void and the deposit returned to Purchaser forthwith. If there is no written declaration by the Seller that the contract is null and void, this contract will remain in full force and effect.
- C. SALE TO EXISTING MORTGAGE-SIMPLE ASSUMPTION. SEE ATTACHED ADDENDUM. It is specifically agreed by the parties that the SALE TO EXISTING MORTGAGE ADDENDUM and all its terms are incorporated into this Contract to Purchase, as if fully set forth herein.
- D. SALE TO EXISTING MORTGAGE-REQUALIFICATION REQUIRED. SEE ATTACHED ADDENDUM. It is specifically agreed by the parties that the SALE TO EXISTING MORTGAGE ADDENDUM and all its terms are incorporated into this Contract to Purchase, as if fully set forth herein.
- E. SALE ON LAND CONTRACT. SEE ATTACHED ADDENDUM. It is specifically agreed by the parties that the SALE ON LAND CONTRACT ADDENDUM and all its terms are incorporated into this Contract to Purchase, as if fully set forth herein.
- F. SALE TO EXISTING LAND CONTRACT. SEE ATTACHED ADDENDUM. It is specifically agreed by the parties that the SALE TO EXISTING LAND CONTRACT ADDENDUM and all its terms are incorporated into this Contract to Purchase, as if fully set forth herein.

2. The Seller shall deliver and the Purchaser shall accept possession of said property subject to the rights of the following tenants: \_\_\_\_\_ (see additional conditions for description of tenant information, if applicable). If the Seller occupies the property, it shall be vacated on or before \_\_\_\_\_ days after closing. Commencing the day after closing through the day 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 Purchaser and returning to the Seller the unused portion as determined by date property is vacated and 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 Broker is only acting as an escrow agent for occupancy funds.

3. The Broker is hereby authorized to present this offer to Seller, and to accept as the agent for the Seller, an earnest money deposit of \$ \_\_\_\_\_ paid in the form of (circle one) Cashiers Check, Personal Check, Cash, Money Order, Promissory Note which shall be held by Broker under MCL339.2512 (g) (i) and applied on the purchase price if the sale is consummated.

4. APPLICABLE TO V.A. OR F.H.A. SALES ONLY: It is expressly agreed that, notwithstanding any other provisions of this contract, the Purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Seller has delivered to the Purchaser a written statement issued by the Veterans Administration or Federal Housing Commissioner setting forth the appraised value of the property for mortgage insurance purposes of not less than the purchase price, which statement the Seller hereby agrees to deliver to the Purchaser promptly after such statement of appraised value is made available to the Seller. The Purchaser shall, however, have the privilege and the option of proceeding with the consummation of this Contract to Purchase at the sales price without regard to the amount of the appraised valuation made by the Veterans Administration or Federal Housing Commissioner. It is further understood between Purchaser and Seller that the additional personal property listed herein has a value of \$ \_\_\_\_\_.

See additional conditions regarding mortgage discount points, repairs or other attributable fees.

ADDITIONAL CONDITIONS, if any:

NOTE: GENERAL CONDITIONS of sale printed on reverse side and any addenda are incorporated and made a part hereof. Purchaser and Seller shall initial reverse side of this Contract to Purchase and any addenda hereto.

THIS IS A LEGAL AND BINDING DOCUMENT AND BOTH PURCHASER AND SELLER ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED TO SEEK LEGAL ADVICE.

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

IN PRESENCE OF: \_\_\_\_\_ ID# \_\_\_\_\_

\_\_\_\_\_  
Purchaser's Signature

\_\_\_\_\_  
Print Purchaser's Name

\_\_\_\_\_  
Purchaser's Signature

\_\_\_\_\_  
Print Purchaser's Name

DATED: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**BROKER'S ACKNOWLEDGEMENT OF DEPOSIT**

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

\_\_\_\_\_  
BROKER BY \_\_\_\_\_

This is a co-operative sale on a \_\_\_\_\_ basis with \_\_\_\_\_  
Listing Office / Address / Phone / Office ID #

ACCEPTANCE: By affixing Seller's Signature hereto, the Seller accepts this offer and acknowledges receipt of a copy hereof. Seller further agrees that the Broker has procured said offer and has brought about this sale and agrees to pay Broker for services rendered a commission as set forth in the Listing Contract for sale of the property. If the sale is unconsummated for any reason and deposit is forfeited, Broker may retain one-half thereof (not to exceed the full commission) in full payment for services rendered.

IN PRESENCE OF: \_\_\_\_\_ ID# \_\_\_\_\_

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Print Seller's Name

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Print Seller's Name

DATED: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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

DATED \_\_\_\_\_ Purchaser

DATED \_\_\_\_\_ Purchaser

GENERAL CONDITIONS

- 5. As evidence of title, Seller agrees to furnish Purchaser at the time of closing a commitment for a Policy of Title Insurance issued by MICHIGAN TITLE INSURANCE AGENCY, INC. 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. In the event that the Purchaser secures a new mortgage it is agreed and understood that the Mortgage Policy will also be issued by MICHIGAN TITLE INSURANCE AGENCY, INC. Said Commitment of Title Insurance shall be converted to a Policy of Title Insurance subsequent to closing and forwarded to Purchaser as soon as all necessary documents have been processed and recorded to cause the issuance of a Policy of Title Insurance.
6. Buyer and Seller hereby acknowledge disclosure of the fact that Broker may accept a fee or consideration with regard to the placement of a loan or mortgage, or life, fire, theft, flood, title, or other casualty or hazard insurance or home warranty arising from this transaction and expressly consent thereto as required by Michigan Real Estate Law and regulations.
7. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, all Parties agree to complete the sale within ten days after delivery of the Commitment of Title Insurance, however, if the sale is to be consummated in accordance with paragraph B, C or D, then closing will be as soon as the mortgage application is approved, a closing date obtained from the lender, and, if applicable, final inspection of the property approved by the Veterans Administration or FHA.
8. Unreasonable failure to perform by either party shall constitute a breach of this Contract to Purchase. In event of a default by the Seller hereunder, the Purchaser may, at Purchaser's option, elect to enforce the terms hereof or demand and be entitled to an immediate refund of Purchaser's entire deposit in full termination of this agreement. In the event of a default by the Purchaser hereunder, the Seller may, at Seller's option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages, Brokers shall not be parties to any action taken to enforce the contract; Broker shall hold deposit (in trust, but without interest) until the dispute is finally resolved, either through an Interpleader in court or through Arbitration, and a written release of the Contract to Purchase is signed by all parties.
9. Any controversy, claim, or demand of Sellers, Purchasers, Brokers, or any of them, arising out of or relating to this Contract to Purchase or breach thereof, including but not limited to claims for specific performance, claims involving the disposition of earnest money deposits, claims related to the physical condition of the property covered by this Contract to Purchase, claims of fraud, misrepresentation, warranty, negligence, etc., shall be resolved by binding Arbitration in accordance with the Home Buyer/Home Seller Arbitration Rules of the American Arbitration Association and judgment on the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The parties to this Contract to Purchase acknowledge that they have been advised of the Arbitration provisions of this Contract to Purchase and voluntarily agree to the Arbitration provisions. The Brokers acknowledge that they have been advised of the Arbitration provisions of the Contract to Purchase and voluntarily agree to the Arbitration provisions.

SELLER'S SIGNATURE \_\_\_\_\_ SELLER'S SIGNATURE \_\_\_\_\_

PURCHASER'S SIGNATURE \_\_\_\_\_ PURCHASER'S SIGNATURE \_\_\_\_\_

LISTING BROKER \_\_\_\_\_ SELLING BROKER \_\_\_\_\_

- 10. 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 title insurance 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 remedies the title or shall obtain such title commitment within the time specified the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this Contract to Purchase.
11. (a) All taxes and assessments currently due and payable shall be paid by the Seller. Taxes and assessments which first became due and payable within one year prior to closing shall be prorated and adjusted as of date of closing in accordance with due date (which is in an advance basis). Tax bills and assessments that shall be issued after closing and become due and payable after the date of closing shall be the responsibility of the Purchaser.
(b) Seller HAS \_\_\_\_\_ / \_\_\_\_\_ HAS NOT \_\_\_\_\_ / \_\_\_\_\_ (initial one) filed the Homestead Exemption Form.
(c) Interest on Land Contract or mortgages, rents, condominium or association dues or fees shall be prorated and adjusted as of the date of closing.
(d) Broker shall retain from the amount due Seller at closing a minimum of \$200.00 for water charges. Seller shall obtain a final water bill upon vacating; all water adjustments shall be made as of that date.
12. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties.
13. The closing of this sale shall take place at the office of the listing broker, title company or lending institution. The closing shall take place on or before \_\_\_\_\_.
14. Upon Seller's written acceptance of the terms of any Contract to Purchase, Broker shall not present any other offers received after the time of acceptance, unless otherwise provided in writing in this contract.
15. Purchaser understands that Purchaser is purchasing a USED structure in "AS IS" condition. Purchaser acknowledges that (a) Purchaser has examined the premises and is satisfied with its condition, (b) Broker and Broker's agents are not contractors and do not, and cannot, make any representations regarding the physical condition of the premises and (c) Purchaser has not relied on any representations of the Broker or Broker's agents.
16. ALL PARTIES AGREE THAT TIME IS OF THE ESSENCE IN PERFORMANCE OF THIS CONTRACT TO PURCHASE. No extensions of time or amendments to this Contract to Purchase will be binding unless specifically agreed to in writing and signed by the parties to the Contract to Purchase.

17. This Contract to Purchase supersedes any and all understandings and agreements and constitutes the entire agreement between the parties hereto and Broker (other than the listing/commission agreement) and no oral representations or statements shall be considered a part thereof.
18. Purchaser acknowledges receipt of SELLER'S DISCLOSURE STATEMENT as of DATE \_\_\_\_\_ TIME \_\_\_\_\_.
19. Seller hereby gives permission to disseminate the SELLER'S DISCLOSURE STATEMENT to lender, appraiser, municipality, etc.
20. Purchaser(s) acknowledge receipt of Lead-Based Paint Seller's Disclosure form and EPA Pamphlet (Protect Your Family From Lead In Your Home) as of Date \_\_\_\_\_. Purchaser(s) initials \_\_\_\_\_. This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense. This contingency will expire on \_\_\_\_\_ (or 10 calendar days following Seller's acceptance hereof, whichever occurs first) unless the Purchaser (or his/her agent) delivers to the Seller (or his/her agent) a written list of the specific existing deficiencies and corrections needed, together with a copy of the inspection or risk assessment report. The Seller may, at Seller's option within \_\_\_\_\_ days after receipt of such list and accompanying report, elect in writing whether to correct such conditions prior to closing. If Seller will correct such condition, Seller shall furnish Purchaser with certification from a risk assessor or inspector demonstrating that the condition has been remedied prior to closing. If Seller does not elect to make the repairs, or if Seller makes a counter-proposal, Purchaser shall have \_\_\_\_\_ days to respond to such counter-proposal or remove this contingency and take the property in "as is" condition, or this Contract shall become void. Purchaser may remove this contingency at anytime without cause. See attached Addenda (Forms L-1, L-2, L-3, L-4, L-5, L-6, L-7 circle as apply) which are incorporated in and are a part of this Contract to Purchase.
21. It is understood that this Contract to Purchase shall remain valid until \_\_\_\_\_ DATE \_\_\_\_\_ TIME and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser and the Contract to Purchase shall be null and void.
22. In the event Seller makes any written change in any of the terms and conditions of the offer presented by Purchaser, such changed terms and conditions shall constitute a counter-offer by Seller to Purchaser, which shall remain valid until DATE \_\_\_\_\_ at TIME \_\_\_\_\_, unless earlier withdrawn in writing, and shall require acceptance by the Purchaser by initialing each change before such date and time.
23. Purchaser and Seller hereby acknowledge that they have been informed of the availability and cost of having the mechanical components of the premise covered by a home protection plan. Please initial statement below.  
PURCHASER hereby ACCEPTS \_\_\_\_\_/\_\_\_\_\_  
SELLER hereby ACCEPTS \_\_\_\_\_/\_\_\_\_\_  
PURCHASER hereby DECLINES \_\_\_\_\_/\_\_\_\_\_  
SELLER hereby DECLINES \_\_\_\_\_/\_\_\_\_\_ (initial one)
24. Purchaser acknowledges that Purchaser has the right and duty to inspect the premises or have them inspected by a licensed contractor or professional home inspector of Purchaser's choice and at Purchaser's expense to determine if any defect exists in the premises. (NOTE: Inspections required by FHA, VA, other lenders or municipalities are not made for, nor shall they be relied upon by Purchaser.) Purchaser DOES \_\_\_\_\_/\_\_\_\_\_ DOES NOT \_\_\_\_\_/\_\_\_\_\_ (initial one) choose to have the premises inspected. If Purchaser chooses to have the premises inspected, Purchaser shall order and have said inspection completed within five (5) calendar days of Seller's acceptance of this Contract to Purchase. If the findings are not satisfactory to Purchaser, Purchaser shall so notify the Seller, or Seller's listing agent, in writing, within seven (7) calendar days of Seller's acceptance of this Contract to Purchase. Delivery of this written notification by the Purchaser to Seller or Seller's listing agent, shall render the Contract to Purchase void and the earnest money deposit shall be returned in full upon written release of Contract to Purchase signed by all parties. IN THE EVENT PURCHASER FAILS TO SO NOTIFY THE SELLER, THIS CONTINGENCY SHALL BE DEEMED REMOVED AND THE CONTRACT TO PURCHASE SHALL CONTINUE IN FULL FORCE AND EFFECT.
25. Purchaser and Seller hereby acknowledge that, unless otherwise agreed in writing, the Selling Broker, including a Listing Broker selling his/her own listing, is exclusively the agent of the Seller, and not the agent of the Purchaser; however, the Selling Broker is under a duty to treat all parties of a transaction with honesty.
26. If the municipality, where the property is located, requires and inspection prior to a sale, Seller will order and pay for necessary inspections and pay for required repairs, if any, to obtain written approval of municipality. If Purchaser assumes any of these responsibilities, see Additional Conditions.
27. Seller agrees to maintain premises in the same condition as existing at acceptance of this Contract to Purchase until possession is delivered to Purchaser.
28. Purchaser shall have the right to a walk-through of the premises within forty-eight (48) hours prior to closing, by appointment.

ADDITIONAL CONDITIONS:

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THE PARTIES HERETO HAVE READ THIS SIDE OF THIS CONTRACT TO PURCHASE AND HAVE AFFIXED THEIR INITIALS HERETO.

PURCHASERS \_\_\_\_\_

SELLERS \_\_\_\_\_