

RESIDENTIAL PURCHASE AGREEMENT

This purchase agreement (the Agreement) is dated _____, 20____, at _____ (time) and is between:

Seller:

Name(s) _____

Address _____

City, State Zip _____

Phone _____

Email _____

Buyer:

Name(s) _____

Address _____

City, State Zip _____

Phone _____

Email _____

Seller and Buyer agree on the terms and conditions set forth below.

1. **Description of property.** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller real property, together with all improvements, fixtures, easements, appurtenances, mineral rights, riparian rights, and rights of adverse possession or acquiescence used, acquired, or otherwise existing in connection with the real property, described as (the Premises):

Address _____

Parcel ID _____ County _____

2. **Purchase price.** The purchase price for the Premises is \$_____.

3. **Payment of purchase price (select one).**

- CASH: Buyer shall pay the full amount of the purchase price in cash at the closing subject to the Seller's obligations set forth in this Agreement.

- NEW MORTGAGE: Buyer shall pay the full purchase price to Seller at closing on signing and delivery of a warranty deed conveying marketable title to the Premises to Buyer on the provisions set forth in this Agreement, contingent on Buyer's obtaining a conventional type mortgage loan in the amount of 80% of the purchase price bearing interest at a rate not to exceed 5% per annum rate at the time of the loan application, on or before the closing date. Buyer shall promptly apply for such a loan and shall accept such a loan, if offered.

4. **Fixtures and personal property.** All fixtures are included in this sale at no additional cost to Buyer. These items include, without limitation, the following, if now in or on the Premises: plumbing, heating and lighting fixtures; drapery and curtain hardware; window shades and blinds; built-in kitchen appliances; wall-to-wall carpeting, if attached; all attached mirrors and bathroom mirrors; stationary laundry tubs; water softener, water heater; heating, and air conditioning equipment (window units excluded); ceiling fans; built-in gas grills; water pump and pressure tank; TV antenna; screens and storm windows and doors; awnings; mailbox; all plantings; garage door openers and controls; fireplace screens and grates; and locks and keys. The following personal property is also included in the sale at no additional cost to Buyer:

5. **Inspections.** Buyer's obligation to purchase the Premises is subject to fulfillment of the conditions and inspections described in this section to Buyer's satisfaction within 30 days of the effective date of this agreement.

a. *Well and septic.* Buyer shall arrange and pay for an inspection and written report by a qualified inspector of the well and septic system in use in connection with the Premises.

b. *Pest inspection.* At Buyer's expense, Buyer may order an inspection report for termites, carpenter ants, powder-post beetles, and all other pests prepared by a licensed pest control company.

c. *General inspections.* Buyer has the right to inspect all or any portion of the Premises at Buyer's expense. These inspections may include, without limitation, the soil and groundwater; all structures; and the plumbing, heating, ventilating, air conditioning, and electrical systems. All such inspections shall be on prior notice to Seller and be done at reasonable times that do not intrude on Seller's use of the Premises.

d. *Appraisal.* At Buyer's expense, Buyer may order an appraisal of the Premises.

e. *Survey.* At Buyer's expense and no later than 10 days after the effective date of this agreement, Buyer may arrange for a new staked boundary survey of the Premises prepared by a licensed surveyor. The survey shall show the residence and all other improvements and easements that are used in connection with or that otherwise affect the Premises. The survey shall state whether the Premises are in a flood zone and be certified to Seller, Buyer, Buyer's lender (if any), the title insurance company furnishing the policy described in the "Title Insurance" section, and any other person or entity requested by Buyer.

f. *Title insurance.* At Seller's expense, Seller shall provide Buyer with a commitment for an enhanced owner's policy of title insurance in the amount of the purchase price, within 10 days after the effective date of this agreement. At closing, Seller shall pay the premium for the issuance of the owner's policy of title insurance in the name of Buyer.

If Buyer elects to waive inspections or does not submit to Seller a list of repair items to complete as a result of inspections, Buyer shall accept the Premises as is and with all faults except as otherwise set forth in the inspection reports (if applicable) or identified on the Seller's Disclosure Statement.

6. **Disclosure statement.** Seller has complied with the Seller Disclosure Act by delivering a completed Seller's Disclosure Statement to Buyer.

7. **Lead-based paint.** Seller has complied with the Residential Lead-Based Paint Hazard Reduction Act of 1992 by disclosing to Buyer any information Seller has about the existence of lead-based paint in the Premises and has provided Buyer with a copy of the lead-based paint hazard pamphlet entitled *Protect Your Family from Lead in Your Home*.

8. **Taxes and special assessments.** Current real estate taxes, except special assessments, shall be prorated on a calendar year basis to the date of closing and shall be deemed to cover the calendar year in which they become due and payable. Taxes shall be deemed due and payable as follows: County (Winter) taxes, December 1; City (Summer) taxes, July 1. The amount of tax to be prorated will be estimated, if necessary, using the taxable value and millage rates in effect on the day of closing and calculated on a per diem basis and prorated to the date of closing with Seller paying through the day before closing. The balance owing of any special assessments outstanding against the Property shall be paid by Seller.

9. **Closing.** This sale shall be closed within 10 days after all necessary documents are prepared and all conditions are satisfied, but no later than _____. If the closing of the sale is delayed because of survey or title defects that can be readily corrected, because of delays in obtaining required repairs, or because of delays in arranging financing or obtaining inspection reports, the closing may be delayed for an additional 30 days.

10. **Possession.** Possession shall be given at the time of closing.

11. Earnest money; default. Buyer has paid to Seller or Sun Title as Buyer's escrow agent \$_____ as earnest money, to be applied to the purchase price. If title to the Premises is not marketable or if any condition set forth in this Agreement is not satisfied, Buyer may terminate this Agreement by written notice to Seller, and the earnest money shall be refunded to Buyer immediately after Seller's receipt of the written notice. If this Agreement is terminated for any reason other than default of Buyer, the deposit shall be promptly refunded to Buyer. If either party defaults, the other party shall be entitled to exercise any and all available remedies. If a lawsuit is commenced, the prevailing party shall be entitled to recover from the other party, promptly after a demand, all attorney fees and costs incurred in connection with prosecuting or defending the lawsuit.

12. Commissions. Each party represents to the other that no real estate salesperson, broker, or other third party was involved in this transaction to whom either party could incur liability for a commission or other compensation. Each party agrees to indemnify the other party and hold the other party harmless against any breach of the indemnifying party's representation.

13. Risk of loss. Seller shall bear the risk of loss or damage to the Premises until possession of the Premises is delivered to Buyer, provided, however, that Buyer shall be responsible for any damage to the Premises arising out of Buyer's inspections.

14. Costs of closing. On delivery of the warranty deed to the Premises, Seller will pay for the transfer taxes required to record the deed, and Buyer shall pay for the recording of the deed. The parties shall each be responsible for one-half of any fee charged by a closing agent for closing this transaction.

15. Professional advice. The parties acknowledge that they have a right to seek legal, tax, environmental and other professional advice relating to this Agreement. Except as expressly stated in this Agreement, neither party is relying on any representation, warranty or statement from the other party or any third party regarding the Premises or any aspect relating thereto.

16. Other provisions. Buyer and Seller agree to the following additional provisions:

17. Binding nature and final agreement. This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, personal representatives and assigns. This agreement sets forth the entire agreement between the parties and may not be amended, modified, altered, or changed except in writing signed by both parties.

18. Construction. This Agreement shall be governed by and construed according to the laws of the State of Michigan. Venue for any disputes under this Agreement shall lie in the county where the Premises are located.

19. Notices. All notices required or permitted by this Agreement shall be in writing and, except as may otherwise be provided, shall be deemed served on the earlier of the date of mailing by first class mail, postage prepaid, addressed to the other party at the other party's last known address, or the date of hand delivery to the other party.

20. Time of the essence. Time is of the essence in the performance of this Agreement.

21. Effective date. This Agreement shall become effective when signed by the last of all of the parties as shown below. Until accepted by Seller, this document shall constitute Buyer's offer to purchase the Premises.

INTENDING TO BE LEGALLY BOUND, the parties have signed this Agreement as of the date set forth below.

BUYERS:

SELLERS:

Printed Name: _____
Date: _____

Printed Name: _____
Date: _____

Printed Name: _____
Date: _____

Printed Name: _____
Date: _____