

SELLER'S DISCLOSURE STATEMENT

Property Address: _____, Michigan

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the seller disclosure act. This statement is a disclosure of the condition and information concerning the property, known by the seller. Unless otherwise advised, the seller does not possess any expertise in construction, architecture, engineering, or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This statement is not a warranty of any kind by the seller or by any agent representing the seller in this transaction, and is not a substitute for any inspections or warranties the buyer may wish to obtain.

Seller's Disclosure: The seller discloses the following information with the knowledge that even though this is not a warranty, the seller specifically makes the following representations based on the seller's knowledge at the signing of this document. Upon receiving this statement from the seller, the seller's agent is required to provide a copy to the buyer or the agent of the buyer. The seller authorizes its agent(s) to provide a copy of this statement to any prospective buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the seller and are not the representations of the seller's agent(s), if any. THIS INFORMATION IS A DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY CONTRACT BETWEEN BUYER AND SELLER.

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order (the items below are included in the sale of the property only if the purchase agreement so provides):

	YES	NO	UNKNOWN	N/A
Range/oven				
Dishwasher				
Refrigerator				
Hood/fan				
Disposal				
TV antenna, TV rotor and controls				

	YES	NO	UNKNOWN	N/A
Electrical system				
Garage door opener and remote control				
Alarm system				
Intercom				
Central vacuum				
Attic fan				
Pool heater, wall liner and equipment				
Microwave				
Trash compactor				
Ceiling fan				
Sauna/hot tub				
Washer				
Dryer				
Lawn sprinkler system				
Water heater				
Plumbing system				
Water softener/conditioner				
Well and pump				
City water system				
City sewer system				
Central air conditioning				
Central heating system				
Wall furnace				
Humidifier				
Electronic air filter				
Solar heating system				
Fireplace and chimney				
Wood burning system				

Explanations (attach additional sheets if necessary):

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property Conditions, Improvements and Additional Information:

1. Basement/crawl space: Has there been evidence of water? Yes ___ No ___

If yes, please explain: _____

2. Insulation: Describe, if known

Urea Formaldehyde Foam Insulation (UFFI) is installed? unknown ___ Yes ___ No ___

3. Roof: Leaks? Yes ___ No ___

Approximate age if known _____

4. Well: Type of well (depth/diameter, age, and repair history, if known)

Has the water been tested? Yes ___ No ___

If yes, date of last report/results: _____

5. Septic tanks/drain fields: Condition, if known: _____

6. Heating system: Type/approximate age: _____

7. Plumbing system: Type: copper ___ galvanized ___ other ___

Any known problems? _____

8. Electrical system: Any known problems? _____

9. History of infestation, if any: (termites, carpenter ants, etc.) _____

10. Environmental problems: Are you aware of any substances, materials, or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel, or chemical storage tanks and contaminated soil on the property.

unknown ___ Yes ___ No ___

If yes, please explain: _____

11. Flood insurance: Do you have flood insurance on the property?

unknown ___ Yes ___ No ___



12. Mineral rights: Do you own the mineral rights?

unknown ___ Yes ___ No ___

Other Items: Are you aware of any of the following:

1. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads, and driveways, or other features whose use or responsibility for maintenance may have an effect on the property?

unknown ___ Yes ___ No ___

2. Any encroachments, easements, zoning violations, or nonconforming uses?

unknown ___ Yes ___ No ___

3. Any "common areas" (facilities like pools, tennis courts, walkways, or other areas co-owned with others), or a homeowners' association that has any authority over the property?

unknown ___ Yes ___ No ___

4. Structural modifications, alterations, or repairs made without necessary permits or licensed contractors?

unknown ___ Yes ___ No ___

5. Settling, flooding, drainage, structural, or grading problems?

unknown ___ Yes ___ No ___

6. Major damage to the property from fire, wind, floods, or landslides?

unknown ___ Yes ___ No ___

7. Any underground storage tanks?

unknown ___ Yes ___ No ___

8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.?

unknown ___ Yes ___ No ___

9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge?

unknown ___ Yes ___ No ___

10. Any outstanding municipal assessments or fees?

unknown ___ Yes ___ No ___

11. Any pending litigation that could affect the property or seller's right to convey the property?

unknown ___ Yes ___ No ___

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary:

The seller has lived in the residence on the property from _____ to _____. The seller has owned the property since _____. The seller has indicated above the condition of all the items based on information known to the seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, seller will immediately disclose the changes to buyer. In no event shall the parties hold the broker liable for any representations not directly made by the broker or broker's agent.

Seller certifies that the information in this statement is true and correct to the best of seller's knowledge as of the date of seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS, INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW, AND BACTERIA. BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.721 TO 28.730, IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING THAT INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY. BUYER IS ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION, AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

Seller _____ Date _____

Seller _____ Date _____

Buyer has read and acknowledges receipt of this statement.

Buyer _____ Date _____ Time _____

Buyer _____ Date _____ Time _____

RESPONSIBILITIES OF SELLERS UNDER RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT

INFORMATION FOR SELLERS AND PURCHASERS

The disclosure requirements listed below are imposed on sellers of residential housing built prior to 1978.

1. Sellers must disclose the presence of any lead-based paint hazards actually known to the seller. A Lead-Based Paint Seller's Disclosure Form for providing such information is available from your REALTOR®. This disclosure must be made prior to the sellers' acceptance of the purchasers' offer. An offer may not be accepted until after the disclosure requirements are satisfied and the purchasers have had an opportunity to review the disclosure language, and to amend their offer, if they wish.
 - a. If the sellers are aware of the presence of lead-based paint and/or lead-based paint hazards in the property being sold, the disclosure must include any information available concerning the known lead-based paint and/or lead-based paint hazard, including the following:
 - i. The sellers' basis for determining that lead-based paint and/or lead-based paint hazards exist;
 - ii. The location of the lead-based paint and/or lead-based paint hazards; and
 - iii. The condition of the painted surfaces.
 - b. If a lead-based paint hazard is not known to the seller, the disclosure must include a statement disclaiming such knowledge.
 - c. The sellers must provide a list of any records and reports available to the sellers pertaining to lead-based paint and/or lead-based paint hazards, copies of which must be provided to the purchasers. (If no such records or reports exist, the disclosure statement should affirmatively so state.)
 - d. The disclosure must include the following government-mandated Lead Warning Statement: Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.
2. Sellers must provide purchasers with a copy of the federal pamphlet entitled Protect Your Family From Lead In Your Home. Again, a copy of this pamphlet is available from your REALTOR®.
3. Sellers must permit a purchaser a ten (10) day period (unless the parties mutually agree, in writing, upon a different period of time) to have the property tested for lead-based paint before the purchasers become obligated under the buy and sell agreement.

The undersigned hereby acknowledge that the REALTOR® named below has reviewed the contents of the Responsibilities of Sellers Under Residential Lead-Based Paint Hazard Reduction Act with me and provided me with a copy.

Seller(s)	Purchaser(s)	REALTOR®
_____	_____	_____
_____	_____	_____
Date: _____		Date: _____

Form #156 Rev. Date 1/2001