

1 Unless otherwise advised, the seller does not possess any
2 expertise in construction, architecture, engineering, or any
3 other specific area related to the construction or condition of
4 the improvements on the property or the land. Also, unless
5 otherwise advised, the seller has not conducted any inspection of
6 generally inaccessible areas such as the foundation or roof.
7 This statement is not a warranty of any kind by the seller or by
8 any agent representing the seller in this transaction, and is not
9 a substitute for any inspections or warranties the buyer may wish
10 to obtain.

11 **Seller's Disclosure:** The seller discloses the following
12 information with the knowledge that even though this is not a
13 warranty, the seller specifically makes the following
14 representations based on the seller's knowledge at the signing of
15 this document. Upon receiving this statement from the seller,
16 the seller's agent is required to provide a copy to the buyer or
17 the agent of the buyer. The seller authorizes its agent(s) to
18 provide a copy of this statement to any prospective buyer in
19 connection with any actual or anticipated sale of property. The
20 following are representations made solely by the seller and are
21 not the representations of the seller's agent(s), if any. **This**
22 **information is a disclosure only and is not intended to be a part**
23 **of any contract between buyer and seller.**

24 **Instructions to the Seller:** (1) Answer ALL questions. (2) Report
25 known conditions affecting the property. (3) Attach additional
26 pages with your signature if additional space is required. (4)
27 Complete this form yourself. (5) If some items do not apply to

1 your property, check NOT AVAILABLE. If you do not know the
 2 facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A
 3 SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE
 4 AN OTHERWISE BINDING PURCHASE AGREEMENT.

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

	Yes	No	Unknown	Not Avail- able
8				
9				
10				
11 Range/Oven	_____	_____	_____	_____
12 Dishwasher	_____	_____	_____	_____
13 Refrigerator	_____	_____	_____	_____
14 Hood/fan	_____	_____	_____	_____
15 Disposal	_____	_____	_____	_____
16 TV antenna, TV rotor & controls	_____	_____	_____	_____
17 Electrical system	_____	_____	_____	_____
18 Garage door opener & remote control	_____	_____	_____	_____

1	Alarm system	_____	_____	_____	_____
2	Intercom	_____	_____	_____	_____
3	Central vacuum	_____	_____	_____	_____
4	Attic fan	_____	_____	_____	_____
5	Pool heater, wall liner & equipment	_____	_____	_____	_____
6	Microwave	_____	_____	_____	_____
7	Trash compactor	_____	_____	_____	_____
8	Ceiling fan	_____	_____	_____	_____
9	Sauna/hot tub	_____	_____	_____	_____
10	Washer	_____	_____	_____	_____
11	Dryer	_____	_____	_____	_____
12	Lawn sprinkler system	_____	_____	_____	_____
13	Water heater	_____	_____	_____	_____
14	Plumbing system	_____	_____	_____	_____

1	Water softener/conditioner	_____	_____	_____	_____
2	Well & pump	_____	_____	_____	_____
3	Septic tank & drain field	_____	_____	_____	_____
4	Sump pump	_____	_____	_____	_____
5	City Water System	_____	_____	_____	_____
6	City Sewer System	_____	_____	_____	_____
7	Central air conditioning	_____	_____	_____	_____
8	Central heating system	_____	_____	_____	_____
9	Wall furnace	_____	_____	_____	_____
10	Humidifier	_____	_____	_____	_____
11	Electronic air filter	_____	_____	_____	_____
12	Solar heating system	_____	_____	_____	_____
13	Fireplace & chimney	_____	_____	_____	_____
14	Wood burning system	_____	_____	_____	_____

1 Explanations (attach additional sheets if necessary):

2 _____

3 _____

4 _____

5 _____

6 _____

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

10 **Property conditions, improvements & additional information:**

11 **1. Basement/Crawl Space:** Has there been evidence of water?

12 yes ___ no ___

13 If yes, please explain: _____

14 **2. Insulation:** Describe, if known _____

15 Urea Formaldehyde Foam Insulation (UFFI) is installed?

16 unknown ___ yes ___ no ___

17 **3. Roof:** Leaks? yes _ no _

18 Approximate age if known _____

19 **4. Well:** Type of well (depth/diameter, age, and repair history,

20 if known): _____

21 Has the water been tested? yes ___ no ___

22 If yes, date of last report/results: _____

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

2 _____

3 **6. Heating System:** Type/approximate age:_____

4 **7. Plumbing system:** Type: copper__ galvanized__ other__

5 Any known problems?_____

6 **8. Electrical system:** Any known problems?_____

7 _____

8 **9. History of infestation, if any:** (termites, carpenter ants,

9 etc.)_____

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

15 unknown __ yes __ no __

16 If yes, please explain:_____

17 _____

1 **11. Flood Insurance:** Do you have flood insurance on the

2 property?

3 unknown __ yes __ no __

4 **12. Mineral Rights:** Do you own the mineral rights?

5 unknown __ yes __ no __

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

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

11 unknown __ yes __ no __

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

14 unknown __ yes __ no __

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

18 unknown __ yes __ no __

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

21 unknown __ yes __ no __

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

24 unknown __ yes __ no __

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

1 unknown __ yes __ no __

2 7. Any underground storage tanks?

3 unknown __ yes __ no __

4 8. Farm or farm operation in the vicinity; or proximity to a

5 landfill, airport, shooting range, etc.?

6 unknown __ yes __ no __

7 9. Any outstanding utility assessments or fees, including any

8 natural gas main extension surcharge?

9 unknown __ yes __ no __

10 10. Any outstanding municipal assessments or fees?

11 unknown __ yes __ no __

12 11. Any pending litigation that could affect the property or the

13 seller's right to convey the property?

14 unknown __ yes __ no __

15 If the answer to any of these questions is yes, please explain.

16 Attach additional sheets, if necessary: _____

17 _____

18 _____

19 _____

20 _____

21 The seller has lived in the residence on the property from

22 _____ (date) to _____ (date). The seller has owned

23 the property since _____ (date). The seller has indicated

24 above the condition of all the items based on information known

25 to the seller. If any changes occur in the

26 structural/mechanical/appliance systems of this property from the

27 date of this form to the date of closing, seller will immediately

1 disclose the changes to buyer. In no event shall the parties
2 hold the broker liable for any representations not directly made
3 by the broker or broker's agent.

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

7 BUYER SHOULD OBTAIN PROFESSIONAL
8 ADVICE AND INSPECTIONS OF THE
9 PROPERTY TO MORE FULLY DETERMINE THE
10 CONDITION OF THE PROPERTY.

11 BUYERS ARE ADVISED THAT CERTAIN
12 INFORMATION COMPILED PURSUANT TO THE
13 SEX OFFENDERS REGISTRATION ACT, 1994
14 PA 295, MCL 28.721 TO 28.732, IS
15 AVAILABLE TO THE PUBLIC. BUYERS
16 SEEKING THAT INFORMATION SHOULD
17 CONTACT THE APPROPRIATE LOCAL LAW
18 ENFORCEMENT AGENCY OR SHERIFF'S
19 DEPARTMENT DIRECTLY.

20 BUYER IS ADVISED THAT THE STATE
21 EQUALIZED VALUE OF THE PROPERTY,
22 HOMESTEAD EXEMPTION INFORMATION, AND
23 OTHER REAL PROPERTY TAX INFORMATION
24 IS AVAILABLE FROM THE APPROPRIATE
25 LOCAL ASSESSOR'S OFFICE. ~~BUYER~~

1 ~~_____ SHOULD NOT ASSUME THAT BUYER'S~~
 2 ~~_____ FUTURE TAX BILLS ON THE PROPERTY~~
 3 ~~_____ WILL BE THE SAME AS THE SELLER'S~~
 4 ~~_____ PRESENT TAX BILLS. UNDER MICHIGAN~~
 5 ~~_____ LAW, REAL PROPERTY TAX OBLIGATIONS~~
 6 ~~_____ CAN CHANGE SIGNIFICANTLY WHEN~~
 7 ~~_____ PROPERTY IS TRANSFERRED.~~

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 14 PROPERTY IS TRANSFERRED.

15 Seller_____Date _____

16 Seller_____Date _____

17 Buyer has read and acknowledges receipt of this statement.

18 Buyer_____Date _____Time: _____

19 Buyer_____Date _____Time: _____

20 (2) A form described in subsection (1) printed before the
 21 effective date of the ~~2000~~ 2003 amendatory act that amended
 22 this subsection that was in compliance with this section at that

1 time may be utilized and shall be considered in compliance with
2 this section until 90 days after the effective date of the ~~2000~~
3 **2003** amendatory act that amended this subsection.