



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

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

26       **Instructions to the Seller:** (1) Answer ALL questions. (2)  
27 Report known conditions affecting the property. (3) Attach

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

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

10				Not
11	Yes	No	Unknown	Available
12	Range/Oven	_____	_____	_____
13	Dishwasher	_____	_____	_____
14	Refrigerator	_____	_____	_____
15	Hood/fan	_____	_____	_____
16	Disposal	_____	_____	_____
17	TV antenna, TV rotor			
18	& controls	_____	_____	_____
19	Electrical system	_____	_____	_____
20	Garage door opener &			
21	remote control	_____	_____	_____
22	Alarm system	_____	_____	_____
23	Intercom	_____	_____	_____
24	Central vacuum	_____	_____	_____
25	Attic fan	_____	_____	_____
26	Pool heater, wall			
27	liner & equipment	_____	_____	_____

1	Microwave	_____	_____	_____	_____
2	Trash compactor	_____	_____	_____	_____
3	Ceiling fan	_____	_____	_____	_____
4	Sauna/hot tub	_____	_____	_____	_____
5	Washer	_____	_____	_____	_____
6	Dryer	_____	_____	_____	_____
7	Lawn sprinkler system	_____	_____	_____	_____
8	Water heater	_____	_____	_____	_____
9	Plumbing system	_____	_____	_____	_____
10	Water				
11	softener/conditioner	_____	_____	_____	_____
12	Well & pump	_____	_____	_____	_____
13	Septic tank & drain				
14	field	_____	_____	_____	_____
15	Sump pump	_____	_____	_____	_____
16	City Water System	_____	_____	_____	_____
17	City Sewer System	_____	_____	_____	_____
18	Central air				
19	conditioning	_____	_____	_____	_____
20	Central heating system	_____	_____	_____	_____
21	Wall furnace	_____	_____	_____	_____
22	Humidifier	_____	_____	_____	_____
23	Electronic air filter	_____	_____	_____	_____
24	Solar heating system	_____	_____	_____	_____
25	Fireplace & chimney	_____	_____	_____	_____
26	Wood burning system	_____	_____	_____	_____

27 Explanations (attach additional sheets if necessary):

28 \_\_\_\_\_

29 \_\_\_\_\_

1 \_\_\_\_\_  
 2 \_\_\_\_\_  
 3 \_\_\_\_\_

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

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

8 1. **Basement/crawl space:** Has there been evidence of water?

9 yes\_\_\_\_ no\_\_\_\_

10 If yes, please explain: \_\_\_\_\_

11 2. **Insulation:** Describe, if known \_\_\_\_\_

12 Urea Formaldehyde Foam Insulation (UFFI) is installed?

13 unknown\_\_\_\_ yes\_\_\_\_ no\_\_\_\_

14 3. **Roof:** Leaks? yes\_\_\_\_ no\_\_\_\_

15 Approximate age if known \_\_\_\_\_

16 4. **Well:** Type of well (depth/diameter, age, and repair history,  
 17 if known): \_\_\_\_\_

18 Has the water been tested? yes\_\_\_\_ no\_\_\_\_

19 If yes, date of last report/results: \_\_\_\_\_

20 5. **Septic tanks/drain fields:** Condition, if known: \_\_\_\_\_

21 \_\_\_\_\_

22 6. **Heating System:** Type/approximate age: \_\_\_\_\_

23 7. **Plumbing system:** Type: copper\_\_\_\_ galvanized\_\_\_\_ other\_\_\_\_

24 Any known problems? \_\_\_\_\_

25 8. **Electrical system:** Any known problems? \_\_\_\_\_

26 \_\_\_\_\_

27 9. **History of infestation, if any:** (termites, carpenter ants,  
 28 etc.) \_\_\_\_\_

29 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 the seller's right to convey the property?

unknown\_\_\_ yes\_\_\_ no\_\_\_

**12. WAS THIS RESIDENCE BUILT WITHIN THE PAST 2 YEARS BY AN OWNER  
THAT WAS NOT A LICENSED RESIDENTIAL BUILDER OR MAINTENANCE  
AND ALTERATION CONTRACTOR AT THE TIME THE RESIDENCE WAS BUILT?**

**YES\_\_\_ NO\_\_\_**

**13. IF THE ANSWER TO QUESTION 12 IS YES, DID THE OWNER-BUILDER  
RESIDE IN THIS RESIDENCE AT LEAST 120 DAYS AFTER THE  
ISSUANCE OF THE OCCUPANCY PERMIT?**

**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  
\_\_\_\_\_ (date) to \_\_\_\_\_ (date). The seller  
has owned the property since \_\_\_\_\_ (date). The  
seller has indicated above the condition of all the items based

1 on information known to the seller. If any changes occur in the  
2 structural/mechanical/appliance systems of this property from the  
3 date of this form to the date of closing, seller will immediately  
4 disclose the changes to buyer. In no event shall the parties hold  
5 the broker liable for any representations not directly made by the  
6 broker or broker's agent.

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

10 BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS  
11 OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION  
12 OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR  
13 AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY  
14 EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS  
15 INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND  
16 BACTERIA.

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

23 BUYER IS ADVISED THAT THE STATE EQUALIZED VALUE OF THE  
24 PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION,  
25 AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE  
26 FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE.

27 **BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON**  
28 **THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX**  
29 **BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS**



1 CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

2 Seller\_\_\_\_\_ Date\_\_\_\_\_

3 Seller\_\_\_\_\_ Date\_\_\_\_\_

4 Buyer has read and acknowledges receipt of this statement.

5 Buyer\_\_\_\_\_ Date\_\_\_\_\_ Time:\_\_\_\_\_

6 Buyer\_\_\_\_\_ Date\_\_\_\_\_ Time:\_\_\_\_\_

7 (2) A form described in subsection (1) printed before  
 8 January 1, 2006 that was in compliance with this section at that  
 9 time may be utilized and shall be considered in compliance with  
 10 this section until April 1, 2006.

11 Enacting section 1. This amendatory act does not take effect  
 12 unless Senate Bill No. 1488

13 of the 93rd Legislature is enacted into law.