



# HOUSE BILL No. 5723

March 28, 1996, Introduced by Reps. Schroer, Bobier, Bodem, Tesanovich, Munsell, Bullard and Law and referred to the Committee on Conservation, Environment and Great Lakes.

A bill to amend section 7 of Act No. 92 of the Public Acts of 1993, entitled "Seller disclosure act," as amended by Act No. 92 of the Public Acts of 1996, being section 565.957 of the Michigan Compiled Laws.

**THE PEOPLE OF THE STATE OF MICHIGAN ENACT:**

1 Section 1. Section 7 of Act No. 92 of the Public Acts of  
2 1993, as amended by Act No. 92 of the Public Acts of 1996, being  
3 section 565.957 of the Michigan Compiled Laws, is amended to read  
4 as follows:

5 Sec. 7. (1) The disclosures required by this act shall be  
6 made on the following form:

7 SELLER'S DISCLOSURE STATEMENT

1 **Property Address:** \_\_\_\_\_  
 2 Street  
 3 Michigan  
 4 City, Village, or Township

5 **Purpose of Statement:** This statement is a disclosure of the con-  
 6 dition of the property in compliance with the seller disclosure  
 7 act. This statement is a disclosure of the condition and infor-  
 8 mation concerning the property, known by the seller. Unless oth-  
 9 erwise advised, the seller does not possess any expertise in con-  
 10 struction, architecture, engineering, or any other specific area  
 11 related to the construction or condition of the improvements on  
 12 the property or the land. Also, unless otherwise advised, the  
 13 seller has not conducted any inspection of generally inaccessible  
 14 areas such as the foundation or roof. This statement is not a  
 15 warranty of any kind by the seller or by any agent representing  
 16 the seller in this transaction, and is not a substitute for any  
 17 inspections or warranties the buyer may wish to obtain.

18 **Seller's Disclosure:** The seller discloses the following informa-  
 19 tion with the knowledge that even though this is not a warranty,  
 20 the seller specifically makes the following representations based  
 21 on the seller's knowledge at the signing of this document. Upon  
 22 receiving this statement from the seller, the seller's agent is  
 23 required to provide a copy to the buyer or the agent of the  
 24 buyer. The seller authorizes its agent(s) to provide a copy of  
 25 this statement to any prospective buyer in connection with any  
 26 actual or anticipated sale of property. The following are repre-  
 27 sentations made solely by the seller and are not the  
 28 representations of the seller's agent(s), if any. This

1 information is a disclosure only and is not intended to be a part  
2 of any contract between buyer and seller.

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

11 **Appliances/Systems/Services:** The items below are in working  
12 order:

13	Yes	No	Unknown	N/A
14 Range/Oven	_____	_____	_____	_____
15 Dishwasher	_____	_____	_____	_____
16 Refrigerator	_____	_____	_____	_____
17 Hood/fan	_____	_____	_____	_____
18 Disposal	_____	_____	_____	_____
19 TV antenna, TV rotor & controls	_____	_____	_____	_____
20 Electrical system	_____	_____	_____	_____
21 Garage door opener & remote control	_____	_____	_____	_____
22 Alarm system	_____	_____	_____	_____
23 Intercom	_____	_____	_____	_____
24 Central vacuum	_____	_____	_____	_____
25 Attic fan	_____	_____	_____	_____
26 Pool heater, wall liner & equipment	_____	_____	_____	_____

- 1 Microwave \_\_\_\_\_
- 2 Trash compactor \_\_\_\_\_
- 3 Ceiling fan \_\_\_\_\_
- 4 Sauna/hot tub \_\_\_\_\_
- 5 Lawn sprinkler system \_\_\_\_\_
- 6 Water heater \_\_\_\_\_
- 7 Plumbing system \_\_\_\_\_
- 8 Water softener/conditioner \_\_\_\_\_
- 9 Well & pump \_\_\_\_\_
- 10 Septic tank & drain field \_\_\_\_\_
- 11 Sump pump \_\_\_\_\_
- 12 City Water System \_\_\_\_\_
- 13 City Sewer System \_\_\_\_\_
- 14 Central air conditioning \_\_\_\_\_
- 15 Central heating system \_\_\_\_\_
- 16 Furnace \_\_\_\_\_
- 17 Humidifier \_\_\_\_\_
- 18 Electronic air filter \_\_\_\_\_
- 19 Solar heating system \_\_\_\_\_
- 20 Fireplace & chimney \_\_\_\_\_
- 21 Wood burning system \_\_\_\_\_
- 22 Explanations (attach additional sheets if necessary):
- 23 \_\_\_\_\_
- 24 \_\_\_\_\_
- 25 \_\_\_\_\_
- 26 \_\_\_\_\_

1 \_\_\_\_\_

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

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

6 1. **Basement:** Has there been evidence of water? yes \_\_\_ no \_\_\_

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

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

9 Urea Formaldehyde Foam Insulation (UFFI) is installed?

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

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

12 Approximate age if known \_\_\_\_\_

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

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

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

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

18 \_\_\_\_\_

1 6. Heating System: Type/approximate age: \_\_\_\_\_

2 7. Plumbing system: Type: copper\_\_ galvanized\_\_ other\_\_

3 Any known problems? \_\_\_\_\_

4 8. Electrical system: Any known problems? \_\_\_\_\_

5 \_\_\_\_\_

6 9. History of infestation, if any: (termites, carpenter ants,  
7 etc.) \_\_\_\_\_

8 10. Environmental Problems: Substances, materials, or products  
9 that may be an environmental hazard such as, but not limited  
10 to, asbestos, radon gas, formaldehyde, lead-based paint, fuel  
11 or chemical storage tanks, and contaminated soil on the  
12 property. unknown \_\_ yes \_\_ no \_\_

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

14 \_\_\_\_\_

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

16 1. Features of the property shared in common with the adjoining  
17 landowners, such as walls, fences, roads and driveways, or other

1 features whose use or responsibility for maintenance may have an  
 2 effect on the property? unknown \_\_\_ yes \_\_\_ no \_\_\_

3 2. Any encroachments, easements, zoning violations, or noncon-  
 4 forming uses? unknown \_\_\_ yes \_\_\_ no

5 \_\_\_

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

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

10 4. Structural modifications, alterations, or repairs made with-  
 11 out necessary permits or licensed contractors?

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

13 5. Settling, flooding, drainage, structural, or grading  
 14 problems? unknown \_\_\_ yes \_\_\_ no \_\_\_

15 6. Major damage to the property from fire, wind, floods, or  
 16 landslides? unknown \_\_\_ yes \_\_\_ no \_\_\_

17 7. Any underground storage tanks? unknown \_\_\_ yes \_\_\_ no \_\_\_

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

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

21 9. ANY DEPOSITS OF COAL, OIL, NATURAL GAS, OR OTHER VALUABLE  
 22 MINERALS EXISTING UNDER THE SURFACE OF THE PROPERTY?

23 UNKNOWN \_\_\_ YES NO \_\_\_

24 10. ANY LEGAL RIGHT HELD BY ANY PERSON OR ENTITY OTHER THAN THE  
 25 SELLER TO REMOVE, OR RECEIVE ROYALTIES FROM THE REMOVAL OF, COAL,  
 26 OIL, NATURAL GAS, OR OTHER VALUABLE MINERALS EXISTING UNDER THE

1 SURFACE OF THE PROPERTY? UNKNOWN \_\_\_ YES \_\_\_ NO

2 \_\_\_

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

4 Attach additional sheets, if necessary: \_\_\_\_\_

5 \_\_\_\_\_

6 \_\_\_\_\_

7 \_\_\_\_\_

8 \_\_\_\_\_

9 The most recent state equalized valuation of the property pro-  
10 vided by the local taxing unit to the seller was \$\_\_\_\_\_ as of  
11 \_\_\_\_\_ (date). The seller has lived in the residence on the prop-  
12 erty from \_\_\_\_\_ (date) to \_\_\_\_\_ (date). The seller  
13 has owned the property since \_\_\_\_\_ (date) and makes repre-  
14 sentation only since that date. The seller has indicated above  
15 the history and condition of all the items based on that informa-  
16 tion known to the seller. If any changes occur in the  
17 structural/mechanical/appliance systems of this property from the  
18 date of this form to the date of closing, seller will immediately  
19 disclose the changes to buyer. In no event shall the parties  
20 hold the broker liable for any representations not directly made  
21 by the broker or broker's agent.

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

25 BUYER SHOULD OBTAIN PROFESSIONAL  
26 ADVICE AND INSPECTIONS OF THE

PROPERTY TO MORE FULLY DETERMINE THE  
CONDITION OF THE PROPERTY.

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

4 Seller \_\_\_\_\_ Date \_\_\_\_\_

5 Buyer has read and acknowledges receipt of this statement.

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

7 Buyer \_\_\_\_\_ Date \_\_\_\_\_ Time: \_\_\_\_\_

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

9 Attach additional sheets, if necessary: \_\_\_\_\_

10 \_\_\_\_\_

11 \_\_\_\_\_

12 \_\_\_\_\_

13 \_\_\_\_\_

14 The most recent state equalized valuation of the property pro-  
15 vided by the local taxing unit to the seller was \$\_\_\_\_\_ as of  
16 \_\_\_\_\_ (date). The seller has lived in the residence on the prop-  
17 erty from \_\_\_\_\_ (date) to \_\_\_\_\_ (date). The seller  
18 has owned the property since \_\_\_\_\_ (date) and makes repre-  
19 sentation only since that date. The seller has indicated above  
20 the history and condition of all the items based on that informa-  
21 tion known to the seller. If any changes occur in the  
22 structural/mechanical/appliance systems of this property from the  
23 date of this form to the date of closing, seller will immediately  
24 disclose the changes to buyer. In no event shall the parties  
25 hold the broker liable for any representations not directly made  
26 by the broker or broker's agent.

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

4 BUYER SHOULD OBTAIN PROFESSIONAL  
5 ADVICE AND INSPECTIONS OF THE  
6 PROPERTY TO MORE FULLY DETERMINE THE  
7 CONDITION OF THE PROPERTY.

8 Seller \_\_\_\_\_ Date \_\_\_\_\_

9 Seller \_\_\_\_\_ Date \_\_\_\_\_

10 Buyer has read and acknowledges receipt of this statement.

11 Buyer \_\_\_\_\_ Date \_\_\_\_\_ Time: \_\_\_\_\_

12 Buyer \_\_\_\_\_ Date \_\_\_\_\_ Time: \_\_\_\_\_

13 (2) A form described in subsection (1) printed before the  
14 effective date of the amendatory act that added this subsection  
15 that is in compliance with Act No. 106 of the Public Acts of 1995  
16 and that differs from this section regarding notice of a farm or  
17 farm operation in the vicinity may be utilized and shall be con-  
18 sidered in compliance with this section until July 1, 1996.