

June 5, 2002, Introduced by Reps. Thomas, Kolb, Williams, Spade, Schauer, Gieleghem, Hale, Zelenko and Dennis and referred to the Committee on Commerce.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

3 SELLER'S DISCLOSURE STATEMENT

8 **Purpose of Statement:** This statement is a disclosure of the con-  
9 dition of the property in compliance with the seller disclosure  
10 act. This statement is a disclosure of the condition and

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

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

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

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

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

1 Solar heating system \_\_\_\_\_

2 Fireplace & chimney \_\_\_\_\_

3 Wood burning system \_\_\_\_\_

4 Explanations (attach additional sheets if necessary):

5 \_\_\_\_\_

6 \_\_\_\_\_

7 \_\_\_\_\_

8 \_\_\_\_\_

9 \_\_\_\_\_

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

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

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

15 yes \_\_\_ no \_\_\_

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

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

18 Urea Formaldehyde Foam Insulation (UFFI) is installed?

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

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

21 Approximate age if known \_\_\_\_\_

- 1 4. **Well:** Type of well (depth/diameter, age, and repair history,  
2 if known): \_\_\_\_\_
- 3 Has the water been tested? yes \_\_\_ no \_\_\_
- 4 If yes, date of last report/results: \_\_\_\_\_
- 5 5. **Septic tanks/drain fields:** Condition, if known: \_\_\_\_\_  
6 \_\_\_\_\_
- 7 6. **Heating System:** Type/approximate age: \_\_\_\_\_
- 8 7. **Plumbing system:** Type: copper\_\_\_ galvanized\_\_\_ other\_\_\_
- 9 Any known problems? \_\_\_\_\_
- 10 8. **Electrical system:** Any known problems? \_\_\_\_\_  
11 \_\_\_\_\_
- 12 9. **History of infestation, if any:** (termites, carpenter ants,  
13 etc.) \_\_\_\_\_
- 14 10. **Environmental Problems:** Are you aware of any substances,  
15 materials, or products that may be an environmental hazard  
16 such as, but not limited to, asbestos, radon gas,

1 formaldehyde, lead-based paint, fuel or chemical storage  
 2 tanks and contaminated soil on the property.

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

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

5 \_\_\_\_\_

6 **11. TOXIC MOLD:** ARE YOU AWARE OF ANY TOXIC MOLD ON THE  
 7 PROPERTY?

8 IF YES, PLEASE EXPLAIN: \_\_\_\_\_

9 \_\_\_\_\_

10 **12. ~~11.~~ Flood Insurance:** Do you have flood insurance on the  
 11 property?

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

13 **13. ~~12.~~ Mineral Rights:** Do you own the mineral rights?

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

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  
 18 features whose use or responsibility for maintenance may have an  
 19 effect on the property?

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

- 1 2. Any encroachments, easements, zoning violations, or  
2 nonconforming uses?  
3 unknown \_\_ yes \_\_ no \_\_
- 4 3. Any "common areas" (facilities like pools, tennis courts,  
5 walkways, or other areas co-owned with others), or a homeowners'  
6 association that has any authority over the property?  
7 unknown \_\_ yes \_\_ no \_\_
- 8 4. Structural modifications, alterations, or repairs made with-  
9 out necessary permits or licensed contractors?  
10 unknown \_\_ yes \_\_ no \_\_
- 11 5. Settling, flooding, drainage, structural, or grading  
12 problems?  
13 unknown \_\_ yes \_\_ no \_\_
- 14 6. Major damage to the property from fire, wind, floods, or  
15 landslides?  
16 unknown \_\_ yes \_\_ no \_\_
- 17 7. Any underground storage tanks?  
18 unknown \_\_ yes \_\_ no \_\_
- 19 8. Farm or farm operation in the vicinity; or proximity to a  
20 landfill, airport, shooting range, etc.?  
21 unknown \_\_ yes \_\_ no \_\_
- 22 9. Any outstanding utility assessments or fees, including any  
23 natural gas main extension surcharge?  
24 unknown \_\_ yes \_\_ no \_\_
- 25 10. Any outstanding municipal assessments or fees?  
26 unknown \_\_ yes \_\_ no \_\_

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

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

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

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

6 \_\_\_\_\_

7 \_\_\_\_\_

8 \_\_\_\_\_

9 \_\_\_\_\_

10 The seller has lived in the residence on the property from  
11 \_\_\_\_\_ (date) to \_\_\_\_\_ (date). The seller has owned  
12 the property since \_\_\_\_\_ (date). The seller has indicated  
13 above the condition of all the items based on information known  
14 to the seller. If any changes occur in the  
15 structural/mechanical/appliance systems of this property from the  
16 date of this form to the date of closing, seller will immediately  
17 disclose the changes to buyer. In no event shall the parties  
18 hold the broker liable for any representations not directly made  
19 by the broker or broker's agent.

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

23 BUYER SHOULD OBTAIN PROFESSIONAL  
24 ADVICE AND INSPECTIONS OF THE  
25 PROPERTY TO MORE FULLY DETERMINE THE  
26 CONDITION OF THE PROPERTY.

1  
2 BUYERS ARE ADVISED THAT CERTAIN  
3 INFORMATION COMPILED PURSUANT TO THE  
4 SEX OFFENDERS REGISTRATION ACT, 1994  
5 PA 295, MCL 28.721 TO 28.732, IS  
6 AVAILABLE TO THE PUBLIC. BUYERS  
7 SEEKING THAT INFORMATION SHOULD  
8 CONTACT THE APPROPRIATE LOCAL LAW  
9 ENFORCEMENT AGENCY OR SHERIFF'S  
10 DEPARTMENT DIRECTLY.

11  
12 BUYER IS ADVISED THAT THE STATE  
13 EQUALIZED VALUE OF THE PROPERTY,  
14 HOMESTEAD EXEMPTION INFORMATION, AND  
15 OTHER REAL PROPERTY TAX INFORMATION  
16 IS AVAILABLE FROM THE APPROPRIATE  
17 LOCAL ASSESSOR'S OFFICE. BUYER  
18 SHOULD NOT ASSUME THAT BUYER'S  
19 FUTURE TAX BILLS ON THE PROPERTY  
20 WILL BE THE SAME AS THE SELLER'S  
21 PRESENT TAX BILLS. UNDER MICHIGAN  
22 LAW, REAL PROPERTY TAX OBLIGATIONS  
23 CAN CHANGE SIGNIFICANTLY WHEN  
24 PROPERTY IS TRANSFERRED.

25 Seller\_\_\_\_\_Date \_\_\_\_\_

1 Seller\_\_\_\_\_Date \_\_\_\_\_

2 Buyer has read and acknowledges receipt of this statement.

3 Buyer\_\_\_\_\_Date \_\_\_\_\_Time: \_\_\_\_\_

4 Buyer\_\_\_\_\_Date \_\_\_\_\_Time: \_\_\_\_\_

5 (2) A form described in subsection (1) printed before the  
6 effective date of the ~~2000~~ 2001 amendatory act that amended  
7 this subsection that was in compliance with this section at that  
8 time may be utilized and shall be considered in compliance with  
9 this section until 90 days after the effective date of the ~~2000~~  
10 2001 amendatory act that amended this subsection.