



Disclosure Regarding Real Estate Agency Relationships



Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of Agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104. Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

- (1) An agent providing services under any service provision agreement owes, at a minimum, the following **duties** to the client:
 - a. The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
 - b. The performance of the terms of the service provision agreement.
 - c. Loyalty to the interest of the client.
 - d. Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
 - e. Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent.
 - f. An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
 - g. Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.
- (2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following **services** to his or her client:
 - a. When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.
 - b. Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.
 - c. Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
 - d. After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
 - e. For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

SELLER'S AGENTS

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

Individual services may be waived by the seller through execution of a limited service agreement. Only those services set forth in paragraph (2) (b), (c), and (d) above may be waived by the execution of a limited service agreement.

BUYER'S AGENTS

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent and who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

Individual services may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2) (b), (c), and (d) above may be waived by the execution of a limited service agreement.

DUAL AGENTS

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller, and the buyer.

TRANSACTION COORDINATORS

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

REAL ESTATE LICENSEE DISCLOSURE – THIS IS NOT A CONTRACT FOR AGENCY SERVICES

I hereby disclose that the agency status I/we have with the buyer and/or seller below is (choose one):

- ☐ Seller's agent or subagent
- ☐ Seller's agent – limited service agreement
- ☐ Buyer's agent or subagent
- ☐ Buyer's agent – limited service agreement
- ☐ Dual agent
- ☐ Transaction Coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
- ☐ None of the above

AFFILIATED LICENSEE DISCLOSURE (Check one)

☐ Check here if acting as a designated agent. Only the licensee's broker and a named supervisory broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.

☐ Check here if not acting as a designated agent. All affiliated licensees have the same agency relationships as the licensee named below.

Further, this form was provided to the buyer or seller before disclosure of confidential information.

Licensee Date 11-1-22 Licensee Date

The undersigned ☐ does ☐ does not have an agency relationship with any other real estate licensee. If an agency relationship exists, the undersigned is represented as a
☐ Buyer ☐ Seller.

ACKNOWLEDGMENT: By signing below, the parties confirm that they have received and read the information on this agency disclosure statement and that this form was provided to them before the disclosure of any confidential information specific to the potential sellers or buyers. **THIS IS NOT A CONTRACT.**

Potential ☐ Buyer ☒ Seller (check one) Date 11-1-22 Potential ☐ Buyer ☐ Seller (check one) Date

SELLER'S DISCLOSURE STATEMENT

Property Address: 6359 13th St. Sand Lake Michigan
 Street City, Village, Township

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller's 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 listed below are included in the sale of the property only if the purchase agreement so provides.)

	Yes	No	Unknown	Not Available		Yes	No	Unknown	Not Available
Range/Oven	X				Lawn sprinkler system				X
Dishwasher	X				Water heater	X			
Refrigerator	X				Plumbing system	X			
TV antenna, TV rotor & controls	X				Water softener/conditioner	X			
Hood/fan	X			X	Well & pump	X			
Disposal					Sump pump				X
Garage door opener & remote control	X				Septic tank & drain field	X			
Electrical system	X				City water system				X
Alarm system	X				City sewer system				X
Intercom				X	Central air conditioning	X			
Central vacuum				X	Central heating system	X			
Attic fan	X				Wall Furnace				X
Microwave	X				Humidifier				X
Trash compactor				X	Electronic air filter				X
Ceiling fan	X				Solar heating system				X
Sauna/hot tub				X	Fireplace & chimney				X
Pool heater, wall liner & equipment				X	Wood burning system	X			X
Washer	X				Dryer	X			

Explanations (attach additional sheets, if necessary):

2 Wells, Boiler

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

Property conditions, improvements & additional information:

- Basement/Crawl Space:** Has there been evidence of water? yes _____ no X
If yes, please explain: _____
- Insulation:** Describe, if known: Unknown
Urea Formaldehyde foam insulation (UFFI) is installed? unknown _____ yes _____ no X
- Roof:** Leaks? yes _____ no X
Approximate age, if known: 17 yrs. old
- Well:** Type of well (depth/diameter, age and repair history, if known): 5" well - 175' deep 3 yrs old; 3" well 165' deep 10 yrs.
Has the water been tested? yes _____ no _____
If yes, date of last report/results: _____
- Septic tanks / drain fields:** Condition, if known: working, pumped 2002
- Heating system:** Type/approximate age: forced air, wood, fuel oil
- Plumbing system:** Type: copper X galvanized _____ other Pex
Any known problems? _____
- Electrical system:** Any known problems? _____
- History of infestation:** if any: (termites, carpenter ants, etc.) NO
- 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 X
If yes, please explain: _____
- Flood Insurance:** Do you have flood insurance on the property? unknown _____ yes _____ no X
- Mineral Rights:** Do you own the mineral rights? unknown _____ yes X no _____

Seller's Disclosure Statement

Property Address: 6359 136th Street City, Village, Township Michigan

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

- | | | | |
|--|---------------|--------------|-------------|
| 1. Features of the property shared in common with adjoining landowners such as walls, fences, roads, driveways or other features whose use or responsibility for maintenance may have an effect on the property? | unknown _____ | yes _____ | no <u>X</u> |
| 2. Any encroachments, easements, zoning violations or nonconforming uses? | unknown _____ | yes _____ | no <u>X</u> |
| 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 <u>X</u> |
| 4. Structural modifications, alterations or repairs made without necessary permits or licensed contractors? | unknown _____ | yes _____ | no <u>X</u> |
| 5. Settling, flooding, drainage, structural or grading problems? | unknown _____ | yes _____ | no <u>X</u> |
| 6. Major damage to the property from fire, wind, floods or landslides? | unknown _____ | yes _____ | no <u>X</u> |
| 7. Any underground storage tanks? | unknown _____ | yes _____ | no <u>X</u> |
| 8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.? | unknown _____ | yes <u>X</u> | no _____ |
| 9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? | unknown _____ | yes _____ | no <u>X</u> |
| 10. Any outstanding municipal assessments or fees? | unknown _____ | yes _____ | no <u>X</u> |
| 11. Any pending litigation that could affect the property or the Seller's right to convey the property? | unknown _____ | yes _____ | no <u>X</u> |

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

Farm in area

The Seller has lived in the residence on the property from 2005 (date) to Present (date).

The Seller has owned the property since 2005 (date).

The Seller has indicated above the condition of all 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 the 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 28.732, IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS ALSO ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, HOMESTEAD 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: [Signature] Date 11-1-22

Seller _____ Date _____

Buyer has read and acknowledges receipt of this statement.

Buyer _____ Date _____ Time _____

Buyer _____ Date _____ Time _____

Disclaimer: This form is provided as a service of the REALTOR® Associations that comprise the West Michigan Regional Forms Committee. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The REALTOR® Associations that comprise the West Michigan Regional Forms Committee are not responsible for use or misuse of the form for misrepresentation or for warranties made in connection with the form.

Addendum to West Michigan Regional Purchase Agreement
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
If built in 1978 or later, complete SECTION #1. If built prior to 1978, complete SECTION #2.

SECTION #1:

Seller represents and warrants that the listed property located at _____ was built in 1978 or later, and that therefore, the federally-mandated lead-based paint disclosure regulations do not apply to this property.

Date: _____

Seller: _____

Date: _____

Seller: _____

SECTION #2:

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.

I. Seller's Disclosure concerning property located at 6359 136th St. (initial):

_____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____

☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

☒ (b) Records and reports available to the seller (check one below):

☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below): _____

☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Seller certifies that to the best of his/her knowledge, the Seller's statements above are true and accurate.

Date: 11-1-22

Seller: Daniel Neuber

Date: _____

Seller: _____

II. Agent's Acknowledgment (initial):

☒ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Agent certifies that to the best of his/her knowledge, the Agent's statement above is true and accurate.

Date: 11-1-22

Agent: John A

III. Purchaser's Acknowledgment (initial):

_____ (a) Purchaser has received copies of all information listed above.

_____ (b) Purchaser has received the federally approved pamphlet *Protect Your Family From Lead In Your Home*.

_____ (c) Purchaser has (check one below):

☐ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Purchaser certifies to the best of his/her knowledge, the Purchaser's statements above are true and accurate.

Date: _____

Purchaser: _____

Date: _____

Purchaser: _____