

SELLER DISCLOSURE ACT (EXCERPT)
Act 92 of 1993

565.957 Disclosure; form.

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

SELLER'S DISCLOSURE STATEMENT

Property Address:

_____ Street _____ Michigan

 City, Village, or Township

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

	Yes	No	Unknown	Not Available
Range/Oven				
Dishwasher				
Refrigerator				
Hood/fan				
Disposal				
TV antenna, TV rotor & controls				
Electrical system				
Garage door opener & remote control				
Alarm system				
Intercom				
Central vacuum				
Attic fan				
Pool heater, wall liner & equipment				
Microwave				
Trash compactor				
Ceiling fan				
Sauna/hot tub				
Washer				
Dryer				
Lawn sprinkler system				

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

- 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 ___

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 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 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.

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 THAT INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS 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 _____
Seller _____

Date _____
Date _____

Buyer has read and acknowledges receipt of this statement.

Buyer _____
Buyer _____

Date _____
Date _____

Time: _____
Time: _____

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

History: 1993, Act 92, Eff. Jan. 10, 1994 ;--Am. 1995, Act 106, Eff. Jan. 1, 1996 ;--Am. 1996, Act 92, Imd. Eff. Feb. 27, 1996 ;--Am. 2000, Act 12, Imd. Eff. Mar. 8, 2000 ;--Am. 2000, Act 13, Imd. Eff. Mar. 8, 2000 .