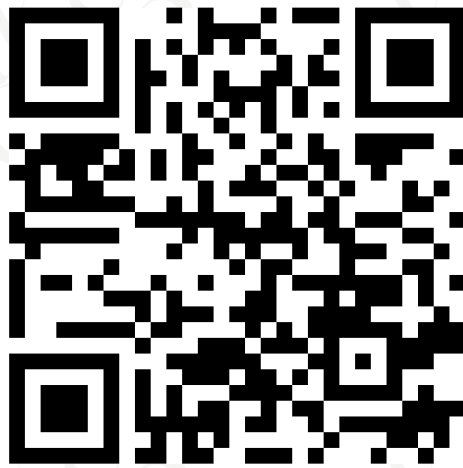




BUYER'S GUIDE



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Table Of Contents

03	Intro to the Home Buying Process
04	Step One: Mortgage Pre-Approval
05	Step Two: Understanding Closing Costs
06	Step : House Shopping
07	Step Four: Writing the Offer
08	Step Five: Inspection
09	Step Six: Appraisal
10	Step Seven: Mortgage Processing
11	Step Eight: Pre-Closing Tasks
12	Step Nine: Closing
12	Step Ten: Moving
13	List of Lenders
14	Home buying Checklist
15-20	Blank Contract

Intro to the Home Buying Process

Hi! Thanks so much for checking out my buyer's guide. I hope this guide can provide you with a few tidbits of information to help you along your home buying journey. If you aren't much of a reader, feel free to scan the QR code on the cover page and check out my home buying videos instead.

If you feel confident in the process, feel free to skip to the end of this packet and check out a copy of a blank contract so that you can wrap your head around the paperwork you'll be signing when you find a home you love. You'll also find a checklist to make sure you don't forget anything during your journey. If you need a lender, I've included several for you to choose from.

Congratulations on your decision to buy a home! I'm excited to work with you! :)

Ashley Saelestey-Long



The Mortgage Pre-Approval

Before we can shop for houses, I need you to connect with a lender (or two or three) to see what type of mortgage and how much of a loan you are qualified for. Since we can't submit an offer without a pre-approval letter, we don't want to waste your time or my time looking at houses for possibly no reason. ;)

Credit

First, lenders will check your credit to make sure you meet the minimum requirements. You need at least a 580 (although some lenders require a 600) to secure an FHA loan, and a 620 (although some require a 640) to secure a conventional loan. From there, the better your score, the better your interest rate.

Debt to Income Ratio

Next, lenders will check how much money you make a month and compare that to the amount of debt you carry each month (credit cards, loans, car payments, child support, other mortgages). They want to see that all of your monthly debt (including your future mortgage) only takes up a certain percentage of your gross monthly income. Some lenders/mortgage programs allow 53% of your income to be used for debt, and some only allow 40%. Your approval amount is based on the percentage left over after calculating your current DTI (your debt without a mortgage payment). If your current DTI is at a 25%, and your lender allows a 47% DTI, that means you have 22% of your monthly income left for a mortgage payment. So if you make \$4000 a month, you can spend \$880 on your mortgage (including escrow). They will then calculate how much house you can afford on a \$880 budget. As you can see, the lower your current DTI, the more money you will have available for a mortgage. In this example, if the current DTI were only 15%, then the mortgage payment could jump to \$1280. So the less monthly debt, the better!

Closing Costs, Upfront Costs, and the Down Payment

Many people assume that the down payment is the only cash they will need to purchase a home. That is incorrect. There are several more costs involved in a home purchase. Be prepared to pay 3-5% of the purchase price in addition to your down payment.



Earnest Money Deposit

Once the seller accepts your offer, you have 48 hours to submit a deposit equal to 1-3% of the purchase price. This deposit will be held at the title company or the real estate office. If you close on the home, the EMD will be applied to your closing costs. If you break the contract, the seller is entitled to keep your EMD. Based on how we write up your contract, there are instances in which you can break the contract and get your EMD back.



Inspection

Should you choose to have the home inspected, you will need to pay \$350-\$550 to the inspector on the day of the inspection. The price varies based on the size of the house and your chosen inspector. Depending on how we've written your contract, the inspection could take place 1-7 days after your offer has been accepted.



Appraisal

Once we pass the inspection stage, your lender will order and you will pay for an appraisal. This could cost anywhere from \$550-\$800. An appraisal determines the value of the home. Your lender can't loan you more money than what the home is worth. If the appraised value comes in lower than your purchase price, one of three things can happen (based on how your contract is written): the seller will need to come down in price, you will need to cover the difference in cash, the contract can be canceled. If you are paying all cash for a house, you won't need an appraisal.



Closing Costs

Once you get to the closing table, you will need to pay approximately 3-5% of the purchase price in closing costs. These costs include mortgage fees, title insurance and fees, prepaid property taxes, and prepaid mortgage insurance.



Down Payment

Your down payment will be paid at the closing table. If you are an FHA buyer, you will need at least 3.5% of the purchase price. If you are a conventional buyer, you will need at least 3% (20% is not required).

House Shopping

This is the fun part, but let's set up a few expectations first. ;)

Mindset

Our search could take us a week or four months.....which means this could be the most fun experience you've had or the most grueling. At the end of the day, it's up to you how you perceive it. Keep the faith that we will find you a home, be patient, and be aggressive. You won't find and win a home if you aren't all in.

My Search

After discussing your needs and wants, I will do an MLS search with you and show you everything that is currently available. We will then play with some specs and see how the availability changes. I want you to see what I see so that I can show you why I will purposefully search a tad broader than you'd like. I want to give you as many options as possible. From there, I will email and text you homes as soon as they hit the market.

Your Search

Check out the homes I send you and mark your favorites. Then put the addresses in your GPS to see if you are okay with the area. I'd also suggest doing a drive-by before requesting a showing. I'll set up showings for any homes you are interested in. If you find any homes on Zillow, etc, just shoot me the address and I'll set up a showing if the house is purchasable for you (not everything you find on your own will work).

Tours

We can go out as many or as few times as you'd like. If you only have one home you are interested in today, we can see that one home. If you find one home tomorrow, we can go out again tomorrow, etc. If you'd rather see eight homes in one day, we can do that (just be prepared to take notes, because you might get the houses mixed up). As long as I'm not serving other clients, I'm available for home tours. If necessary, I can do video tours for you if you can't make it out to the house.

85% Rule

It's extremely rare to find a home that meets 100% of your needs and wants. There's going to be some type of issue or drawback to each home. Keep an open mind as to what you can live with and what you are able to change/fix. If you can find a home that meets 85% of your needs, we should make an offer.

Reality

If we are in a seller's market, you need to be prepared to act quickly, offer over asking, accept the home as is, and possibly submit 3-10 offers before one is accepted. The more aggressive you can be with your offer, the more likely you are to get it accepted. If we are in a buyer's market, you can dictate the terms. If we are in a neutral market, be prepared for quite a bit of negotiation.

Writing the Offer

At the end of this booklet is a blank contract that we will fill out and submit when we make an offer. I'd suggest that you familiarize yourself with the contents of the contract now so that you aren't totally lost when I ask you to sign it later. When we do sign it, I can do one of four things (whatever makes you the most comfortable): I can meet you in person and go over all the details with you as you sign, we can meet via Zoom so I can walk you through it while you e-sign, I can record videos of me explaining your contract and you can watch them on your own time and e-sign when you are ready, or I can just email you the docs for you to e-sign and you can read them yourself and call me with any questions. Every client is different, so I'll do what works for you. Below is an outline of the changeable parts of the contract: the parts that you and I will write.



General Contract Outline

1. Price
2. Financing
 - a. Mortgage Type/Cash
 - b. Down Payment Amount
 - c. Earnest Money Deposit Amount
3. Terms
 - a. Closing Date
 - b. Possession/Occupancy (Will you allow the seller to stay in the home after closing?)
 - c. Inspection Period (How long? This is also called the Due Diligence period in which you are able to back out of the contract for any reason and have your EMD returned to you).
 - d. Other Terms/Conditions (There's a blank section of the contract in which we can add anything you want.)

- The way these three sections are written will determine whether or not your offer is accepted. If another offer has a better price, financing, or terms (or all three), they will win the bid.
- The seller may counter any of the points to the left.
- We may want to rewrite our offer if the seller calls for highest and best after we've submitted our offer.

The Inspection

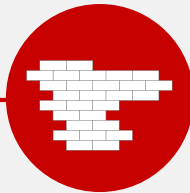
This part is not mandatory, but highly recommended. You don't want to get yourself stuck in a money-pit. If you want to write an aggressive offer but still include an inspection, we can make the inspection period short (three days) and/or we can make it a pass/fail contingency only. This means we won't ask for repairs or credits, but we still reserve the right to walk away from the house if we aren't comfortable with the report.

The inspector's job is to find visible imperfections. Every house has some type of issue. The inspector will let you know which issues are huge red flags and which can be handled over time. You may also want to pay for specialty inspections after the general inspection.



Foundation

The basement or crawl space is usually the first place the inspector starts. He/she will look for water damage, mold, cracks, etc. Foundation issues usually cost a pretty penny to repair.



Structure

The inspector will check not only the basement walls, but the interior and exterior walls as well to make sure everything is structurally sound.



Attic

Are there critters in the attic? Mold? Fire damage? Water damage? Ventilation issues?



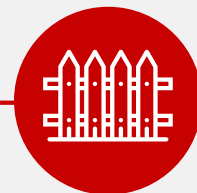
Roof

The inspector will walk the roof and tell you the approximate age and how many years you might have until it should be replaced. Missing shingles, curled shingles, moss growth, and discoloration are all signs of an older roof.



Systems

The inspector will do a surface check of your furnace, water tank, electrical, and plumbing. You can get additional inspections if you'd like a deeper dive into any of these systems. If you are on a septic system, you'll want a separate inspection for that. You'll also probably want to get a plumber out to put a camera in the drain to check your sewer lines.



Exterior

The inspector will point out any issues with the exterior such as grading, downspouts, gutters, potential entryways for critters or water, garage issues, and driveway issues.

The Appraisal

If you are a cash buyer, don't even worry about this part. Appraisals are only required by lenders. Lenders will only loan you as much money as the appraiser says the home is worth. So, if the appraised value is \$200,000, but you offered to pay \$220,000, the lender will only loan you \$200k. If this happens, you can either make up the difference in cash (if you have it), you and the seller can agree to lower the price to \$200k, or the contract can be broken.

Appraisal Guarantees

One way to make yourself as good as a cash buyer is to include an appraisal guarantee in your offer. If you have the cash, you can guarantee the seller that you will pay X amount of dollars over the appraised value in cash. This way, the seller doesn't have to worry about the appraisal. If you planned on paying a 20% down payment, you can lower your down payment to 10, 5, or 3% and use the difference for an appraisal guarantee. If you have an extremely large down payment, then an appraisal guarantee is inadvertently written into your offer.

FHA Appraisals

An FHA appraisal also includes a small inspection component. An FHA appraisal checks for health and safety issues in the home while he/she is assessing the value. If any issues are found, they must be corrected prior to closing. Many sellers are leery of accepting FHA buyers because of the minor repairs that might be needed. So, if you are an FHA buyer, you can make your offer as good as a conventional buyer by agreeing to take responsibility for the repairs and costs.

Mortgage Processing

Application Number Two

You basically have to apply for your mortgage twice. The first time was to get your pre-approval. But it's a "pre" approval for a reason. Once you are under contract, you need to get an actual full mortgage approval. At this stage, your application will be sent to an underwriter so that they can do a deeper dive into your financial life and make sure that everything you originally sent them is valid. They will also ask you for more documents, and you may need to fill out a few more forms. Make sure you stay in constant contact with your mortgage lender during this time.

Don't Make any Financial Moves During Processing

If you open a new line of credit or utilize your current credit, you could run the risk of losing your mortgage approval. Using credit could change your DTI. If your DTI changes, you may no longer be approved for the full purchase price. Also, don't make any cash deposits without talking to your lender.



Tip 1

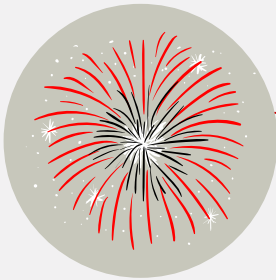
Shop for and order your homeowners insurance at this time. Your lender will need it to approve your loan. They might require some changes to be made to your insurance policy, so the earlier you can do this, the better.



Tip 2

Your cash to close amount will come from your lender in the form of a closing disclosure. However, they may send this doc to you several times during processing and it may change each time. Don't worry; that's normal.

Pre-Closing



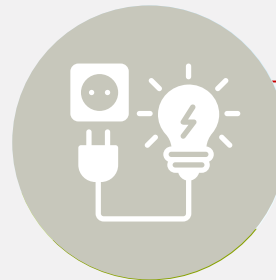
• Clear to Close

Once you and the house are fully approved for purchase, your lender will issue the CTC. If you are a cash buyer, this will come from me once I get the all clear from the title company. At this point, we are able to schedule the closing. You will receive your final closing disclosure at this time so you know exactly how much money you need to bring to closing.



• Final Walk-Through

Once we are cleared to close, we can schedule a final walk-through to make sure everything is good with the home. If it's not, we can push closing until the seller takes care of the issues. If you can't fit a walk-through in your schedule, I can take care of it for you.



• Utilities

At this time, you should switch all utilities into your name. Schedule the switch for the day of closing.



• Cash to Close

Go to the bank and either wire your closing money to the title company or have them write a cashier's check. You can get a check the day of closing, but if you are wiring, you should do it a day ahead of time to make sure it clears. Make sure you call the title company to verify the wire instructions to avoid being a victim of fraud.

Final Steps!

Congratulations homeowner!



Closing



This part is easy. Schedule a couple hours of your day (you may need to take time off work) to attend the closing.



Usually, you will close at the title company or real estate office, but if necessary, you can close anywhere--a notary can come to you.



Be prepared to sign a TON of paperwork. Once you and the seller sign, the closer will make copies and handle the money transfer. You will then receive copies of your paperwork. If you have immediate occupancy, you will also receive your keys at this time. :)



After closing, you will need to take a couple forms to city hall (your closer will point out which ones).

Moving

As part of my service, I will assist you with your move (if you'd like). I will pay for and bring one medium-sized U-haul truck on moving day. I will also spend the day helping you move. You and your helpers will also receive pizza once we get to your new home.

Welcome to the Block Party

Approximately 30 days after you move in, I will throw you a party at your new home so that you can meet your neighbors. Free food and drinks for two hours. :) (You are free to decline if you'd like.)

Preferred Lenders

I can't stress enough how important it is to work with a good lender. They can make or break the transaction. If you need a lender, I recommend one of the people below. If you already have a lender, I'll be honest and say that I would prefer that you work with one of mine so that I can make sure you are being fully served. However, the choice is yours. ;)



Richard Lagrou: The Bally Team, UMortgage

Rich is my right-hand man. He's at my disposal whenever I need him: which means he's at yours too. ;) His office provides their own loans with their own money, which means the process can be streamlined because it's all in-house.

Cell: 586-873-4360

Email: rlagrou@umortgage.com



Jason Glass: One Stop Financial Group

Jason is my office's in-house mortgage man. If you want a smooth, easy transaction, Jason Glass is your guy. He's a broker, so he's able to shop different lenders and different products to get you what you need at the best rate.

Cell: 248-255-5429

Email: jason@onestopfinancialgroup.com



Frank Hempel: The Bally Team, UMortgage

If you are an educator, police officer, first responder, health care worker, or current/former member of the military, Frank is your guy. He can hook you up with a sizable closing cost credit for serving in one of those fields.

Cell: 586-883-5994

Email: fhempel@umortgage.com



Lauren Duvall: Hancock Mortgage Partners

For all my clients who would prefer to work with a woman, Lauren is your girl. Not only is she friendly, relatable, and client-centered, but she's always working. She's never too busy for her clients.

Cell: 810-335-4000

Email: lduvall@hancockmortgage.com



I want to make an offer. Now what?

☐

Chat with Ashley about what you'd like to include in your offer.

☐

Email your pre-approval letter and/or proof of funds to ashley@snapvalleyhomes.com

☐

Either meet with Ashley in person to review and sign your offer contract, or sign electronically.

☐

When your offer is accepted, write a check for 1-3% of the purchase price, made out to Oak and Stone Real Estate. Arrange for Ashley to pick up your check.

☐

Schedule, attend, and pay for your inspection (Ashley can set this up if you don't have an inspector.)

☐

After listening to the inspector and reading the report, discuss with Ashley how/if you'd like to proceed.

☐

Pay for the appraisal (if you are purchasing via mortgage)

☐

Work with your mortgage lender to submit any additional information.

☐

If the seller requires you to obtain a certificate of occupancy, call the city to schedule and pay for the inspection.

☐

Shop for and order homeowners insurance.

☐

Once you receive your clear to close, switch the utilities in your name and get your cash to close in the form of a check or wire.

☐

Do a final walkthrough of the home 48 hours prior to closing to make sure the home is as you last saw it.

☐

Schedule a few hours off of work to attend the closing.

☐

Take your property affidavit to city hall within 45 days of closing.

PURCHASE AGREEMENT

MLS: _____

DATE: _____

LISTING BROKER _____ SELLING BROKER _____

LISTING AGENT _____ SELLING AGENT _____

AGENT ID# _____ OFFICE ID# _____ AGENT ID# _____ OFFICE ID# _____

EMAIL _____ EMAIL _____

PHONE# _____ PHONE# _____

1. **PROPERTY DESCRIPTION:** The undersigned Purchaser hereby offers and agrees to purchase Property located in Michigan, City/Township/Village of _____ County of _____ Tax ID _____
Legal description _____
Also commonly known as: _____ Zip _____

2. Property described above shall include all available sub surface and mineral rights, all fixtures, improvements and appurtenances now in or on Property, including all built-in appliances/equipment, shelving, cabinets, all lighting fixtures, ceiling fans, attached carpeting, all window treatments and hardware, attached mirrors, hard-wired telephone system and instruments designed for the system, projector/screen, surveillance equipment (if owned), keyless entry, surround sound speaker and equipment if attached, storm doors, storm windows, screens, awnings, garage door openers and transmitters, owned water softeners, mailboxes, fences, fireplace inserts, doors, screens, gas logs, grates, gas attachments and equipment, attached humidifiers, all landscaping, fuel in tanks, central vacuum and attachments:

Items specifically **excluded** in the Listing Agreement or MLS publication must be listed hereafter, or they will be deemed included in the sale:

3. **PRICE:** Purchaser agrees to pay the sum of _____ Dollars (\$ _____) in consideration for which Seller will provide a warranty deed subject to existing building and use restrictions and easements and rights of way of record.

4. **METHOD OF PAYMENT:** All money must be paid in U.S. funds by cashier's check, wired funds, or such other funds acceptable to the closing agent. Sale shall be completed by the following method: (Mark only the box that applies.)

☐ **A. CASH SALE.** Delivery of the Warranty Deed conveying marketable title and payment of the purchase price.

☐ **B. CASH SALE WITH NEW MORTGAGE.** Agreement contingent upon Purchaser securing a _____ mortgage, not contingent upon sale or closing of other assets. Purchaser to pay _____ % down payment plus mortgage costs, prepaid items, adjustments, and flood insurance (if required) by lender. Purchaser agrees to apply for such mortgage at Purchaser's own expense within _____ calendar days from final acceptance of this Agreement. If a mortgage commitment conditioned only upon marketable title and satisfactory survey (if required) is not delivered to Listing Broker within _____ calendar days from date of agreement, the Seller may declare Agreement void. Purchaser further agrees that in connection with application to lender, Purchaser will promptly comply with lender's requirements and requests for true and accurate information required to process loan application. If Buyer is denied specified mortgage this agreement shall be declared null and void and the deposit shall be returned to Buyer. The parties agree that if appraised value of the property is less than purchase price, Purchaser may declare this agreement null and void and deposit shall be returned to the Purchaser.

☐ **C. SALE BY LAND CONTRACT/MORTGAGE ASSUMPTION/SELLER FINANCING.**

(See appropriate land contract financing addendum attached and made a part hereof.)

_____/_____
Purchaser(s) Initials

_____/_____
Seller(s) Initials

5. **EARNEST MONEY DEPOSIT:** Within 2 business days from the date of fully executed agreement signs this agreement, Purchaser shall deliver to ☐ Oak and Stone Real Estate or to ☐ _____ an earnest money deposit in the amount of \$_____, which will be in the form of a personal check, money order, cashier's check, certified funds or electronic transfer. An **additional sum** of \$_____ shall be delivered within 48 hours after satisfactory buyer inspection, making the total earnest deposit \$_____. The only duties for Oak and Stone Real Estate are as stated in MCL 339.2512 (as amended) and the regulations applicable to this statute. The earnest money deposit will be applied to the purchase price at closing. If transaction is not executed by both parties, the earnest money deposit can be disbursed **ONLY** according to: (a) the terms of this Agreement; (b) a mutual release signed by both Buyer and Seller; or (c) a court order entered in a civil action between Purchaser and Seller.
6. **CLOSING:** Subject to all conditions, closing shall take place on or before _____ at mutually agreed-upon location. Seller shall pay all state and county transfer taxes and other costs required to convey clear title. Any extension to the above time frames must be in writing and agreed by both parties to be valid.
7. **POSSESSION:** Seller shall deliver possession to Purchaser ☐ at closing OR ☐ by 12:00 PM _____ days after closing (closing to apply if no choice is made.) If possession is not delivered at closing, from and including day of closing, through date of vacating property, SELLER SHALL PAY the sum of \$_____ per day. Designated escrow agent shall disburse occupancy fee due to Purchaser every 30 days, upon written request from Purchaser. Seller shall be entitled to any unused portion of occupancy fee as determined by date Property is vacated and keys surrendered to ☐ Purchaser ☐ Listing Broker ☐ Selling Broker. Seller is legally obligated to deliver possession as specified herein. If Seller FAILS to deliver possession as specified herein, a holdover rate of TWICE the daily rate OR \$_____ and may be liable for costs of eviction, actual attorney fees, damages and other costs incurred by Purchaser in obtaining possession and collecting any amount due. Purchaser reserves the right to walk through and assess damages at time of possession. **Damage Deposit:** Escrow Agent shall retain and hold in escrow \$_____ from the amount due to Seller at closing as a Damage Deposit.
8. **AVAILABILITY OF HOME PROTECTION PLANS:** Purchaser acknowledges having been advised of availability of home protection plans.
☐ YES Paid by: _____ Plan not to exceed \$_____ Other _____
☐ NO Purchaser(s)/Seller(s) WAIVE a Home Warranty Plan and agree to hold the Real Estate Brokers and Agents harmless.
9. **PROPERTY INSPECTION/DUE DILIGENCE CONTINGENCY:** (Note: Inspections required by FHA, VA, lenders or municipalities are not made for, nor should they be relied upon by Purchaser.) Broker(s) recommend that the Buyer conduct an independent private inspection(s) of property at Purchaser's expense. Due diligence may include, but not limited to, any inspection(s) or research deemed necessary by Purchaser, including: structural integrity, condition of mechanical systems, environmental status, health or safety conditions, surveys or infestation. To ensure intended use of premises it is recommended that Purchaser research: square footage; building and use restrictions; easements; ordinances; regulations; school district and/or property tax status. If Purchaser **DOES NOT** notify Seller, in writing, within _____ calendar days from date of final acceptance of Agreement that Purchaser is dissatisfied with results of due diligence, Agreement shall be binding without regard to due diligence. If the due diligence period results in the Purchaser having cause to be dissatisfied; Purchaser shall notify Seller, in writing, within due diligence time frame, that Purchaser (a) declares this Agreement null and void and the Deposit shall be returned or (b) requests Seller to remedy the defect. If the Seller is timely notified of a defect, Seller shall notify Purchaser, in writing, within _____ days, that Seller (a) will repair or provide for repair to eliminate the defect (b) is unwilling to repair or provide for repair. If Seller declares his unwillingness to repair or provide for repair, Purchaser may (a) accept the Property AS IS or (b) declare this Agreement null and void and the Deposit shall be returned. If property has been winterized, Seller shall at Seller's expense, de-winterize the property prior to inspection. Seller shall have all utilities turned on prior to the inspection.

Buyer: Does _____ Does Not _____ desire to have Property Inspection.

10. **WELL AND SEPTIC SYSTEM INSPECTION:** See attached addendum made apart hereof, if applicable.
11. **SEWER AND WATER CHARGES:** Seller agrees to pay for all sewer and water charges to date of ☐ CLOSING ☐ POSSESSION (possession will apply if no choice has been made.) Designated escrow agent shall retain from amount due Seller(s) at closing \$300.00, or more if needed for final water and sewer charges. After water and sewer bills are verified paid, any unused portion shall be returned to Seller.
12. **TITLE EVIDENCE AND SURVEY:** Title Insurance has been recommended by the Real Estate Broker(s). Seller agrees to order title insurance upon acceptance of offer and to furnish Purchaser a commitment of title Insurance to be issued without standard exceptions. Purchaser to secure and pay for a survey, if required by the title company to remove the standard exceptions. After closing, a Policy of Title Insurance, at Seller's sole cost, without standard exceptions will be issued in the amount of purchase price,

_____/_____
Purchaser(s) Initials

_____/_____
Seller(s) Initials

bearing date of closing or later guaranteeing title in condition required for performance of Agreement. **Title Commitment shall be "marked up" at closing insuring through date of recording.**

13. **TITLE OBJECTIONS:** If objection to title is made, based upon written notice that title is not in the marketable condition required for performance hereunder, Seller shall have 30 calendar days from date notified in writing of particular defects claimed, to either: (a) remedy title; or (b) obtain title insurance satisfactory to Purchaser. Purchaser agrees to complete sale within 10 calendar days of written notification that the title has been remedied or by date specified in this Agreement if later. If Seller is unable or unwilling to remedy title within time specified, Purchaser will waive requirement in writing within 10 calendar days of written notification thereof, or Agreement may be declared null and void at Purchaser's option.
14. **TAXES:** All property taxes due and payable on or before date of closing shall be paid by Seller. Current taxes shall be prorated and adjusted as of date of closing in accordance with due date of municipality or taxing unit(s) in which Property is located. Purchaser acknowledges that Property taxes are subject to change. If taxes are not paid in advance, see addendum made a part hereof. Seller shall pay transfer taxes and other costs required to convey title. Purchaser shall pay all costs for recording the Warranty Deed.
15. **ASSESSMENTS:** Seller shall discharge in full all public authority charges confirmed by municipality or taxing unit(s) (special assessments, water, sewer, paving charges, etc.) which are currently due and payable. Purchaser is responsible for other assessments including, but not limited to, capital and lateral charges (assessed, but value not yet determined) which are confirmed and become due and payable after closing.
16. **CONDOMINIUM/HOMEOWNERS ASSOCIATION ASSESSMENTS:** Current dues shall be prorated to date of closing. Any delinquent condominium homeowner association dues, assessments and/or liens shall be paid by seller at closing. Any and all dues, assessments, liens confirmed and becoming due and payable after closing will be paid by Purchaser(s). See Condominium Addendum made a part hereof if applicable.
17. **MAINTENANCE OF PROPERTY:** In the event Property has been winterized, it shall be the obligation and expense of Seller to de-winterize Property prior to closing. Seller agrees to leave Property broom-clean and free of debris and personal property.
18. **UTILITIES:** Seller shall order final billings on all utilities (gas, electric, etc.) as of the day of possession and Seller shall pay final billings. Seller shall not direct any utilities to be disconnected. Purchaser agrees to inform all utility companies of ownership and to assume and pay all billings from day of taking possession.
19. **RISK OF LOSS:** Seller is responsible for any damage to Property, except for normal wear and tear until closing or possession, whichever is later. If there is damage that Seller is unable or unwilling to repair or to arrange and pay to be repaired, Purchaser has the option to cancel this Agreement and the Earnest Money Deposit shall be immediately refunded to Purchaser or Purchaser may proceed with the closing and deduct from the purchase price a fair and reasonable estimate of the cost to repair the Property and assume the responsibility for the repair, thereby releasing Seller.
20. **SELLER'S DISCLOSURE STATEMENT:** All Parties understand that if Seller's Disclosure Statement was not available at time this offer was written, Seller shall provide Purchaser with a Seller's Disclosure Statement and Seller's Acceptance of this offer pursuant to Public Act 92 of 1993 within 72 hours unless exempt.
21. **LEAD-BASED PAINT DISCLOSURE/INSPECTION:** If the Property is residential housing built prior to 1978, Purchaser acknowledges that he received a Lead-Based Paint Disclosure prior to signing this Agreement. Purchaser may, at his expense, conduct a risk assessment or inspection of the Property for the presence of lead-based paint within 10 calendar days following Seller's acceptance of the Agreement.
22. **DEFAULT:**
 - A. **PURCHASER:** In the event Purchaser fails to fulfill obligations set forth herein or fails to close this transaction in a time and manner provided, Seller may elect to endorse the terms hereof, declare the sale void, and retain Earnest Money Deposit (per paragraph 4) as liquidated damages and/or seek all available legal or equitable remedies.
 - B. **SELLER:** In the event Seller fails to fulfill obligations set forth herein or fails to close this transaction in the time and manner provided, Purchaser may elect to enforce terms herein, declare sale void, be entitled to refund of Earnest Money Deposit (per paragraph 4), and/or seek all available legal or equitable remedies.

23. ADDITIONAL DOCUMENTS ATTACHED: The Seller's Disclosure Statement, Lead-Based Paint Disclosure, Agency Relationship Disclosures, plus the following checked items are also attached hereto.

- | | | |
|---|--|---|
| <input type="checkbox"/> FHA/VA Addendum | <input type="checkbox"/> Contingency Sales Agreement | <input type="checkbox"/> Escalation Addendum |
| <input type="checkbox"/> Swimming Pool Addendum | <input type="checkbox"/> Private Road Addendum | <input type="checkbox"/> Condominium Addendum |
| <input type="checkbox"/> Vacant Land Addendum | <input type="checkbox"/> Well & Septic Addendum | <input type="checkbox"/> Other: _____ |

24. FLOOD INSURANCE: This offer is contingent upon Floodplain Certification within _____ calendar days from the date of Seller's acceptance of this Agreement. If the Certification discloses that the property is in a Special Flood Hazard Area, Purchaser may notify Seller, in writing, within 10 days from the date of the Certification that Purchaser declares this Agreement null and void and the Deposit shall be returned to the Purchaser. Failure to notify Seller that the property is in a Special Flood Hazard Area within this same time period shall constitute a waiver of Purchaser's right to terminate the Agreement under this paragraph and Purchaser agrees to obtain a policy of flood insurance if required to do so by the mortgage lender.

25. MUNICIPAL INSPECTIONS/CERTIFICATE OF OCCUPANCY: If property DOES require a municipal inspection and/or a Certificate of Occupancy is required by local ordinance, state or federal law, or Purchaser's lending institution, Seller agrees to pay for inspections. Seller agrees to complete any and all repairs required by municipality and a completed Certificate of Occupancy will be the responsibility of Seller to obtain prior to closing. If Seller does not complete all repairs required by municipality, Purchaser may assume the additional costs to complete repairs, or Purchaser may declare this Agreement void and Earnest Money Deposit shall be returned to Purchaser.

26. LIABILITY OF PURCHASER FOR DAMAGE: Purchaser shall be solely responsible for any and all damage to Property as a result of any and all inspection(s) of Property authorized by or conducted by Purchaser. Purchaser shall pay for any and all necessary repairs to restore Property to its condition prior to inspection(s) or shall reimburse Seller for actual cost of such restoration.

27. PURCHASER ACCEPTANCE OF CONDITION: AS IS CONDITION: By closing this transaction, Purchaser shall be deemed to have accepted the Property in "AS IS" condition and it shall be deemed by closing this transaction that Buyer(s) is satisfied with the condition of the Property. Neither Seller nor Listing and Selling Brokers and their salespeople have made any representations or warranties of any kind concerning the property upon which the Purchaser(s) have relied, except as set forth in this agreement.

28. TIME FOR LEGAL ACTION: Purchaser and Seller agree that any legal action against either party or against Broker(s) or their agents related to the condition of the Property or arising out of the provisions of this Agreement or any services rendered or not rendered must be brought within the shorter of (a) the time provided by law, or (b) one year after the Closing, or be forever barred.

29. SHOWINGS: Seller agrees to follow applicable MLS rules and guidelines regarding showings once Agreement is executed.

30. FOREIGN INVESTMENT IN REAL PROPERTY TAX (FIRPTA): If the sale price of the Property exceeds \$300,000.00 the parties to this Agreement will be bound by FIRPTA requirements and must complete the addendum for FIRPTA.

31. LEGAL CONTRACT: THIS IS A LEGAL DOCUMENT AND ALL PARTIES HERETO ARE ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING THIS AGREEMENT TO PROTECT THEIR INTERESTS. THE LISTING AND SELLING BROKERS ARE NOT ATTORNEYS AND HAVE NOT GIVEN LEGAL ADVICE IN REFERENCE TO THIS AGREEMENT. NO VERBAL AGREEMENTS ARE ENFORCABLE. TIME IS OF THE ESSENCE AND SHALL BE CONSIDERED AS PART OF THE CONSIDERATION OF OFFER AND ACCEPTANCE.

32. DISCLAIMER OF BROKER(S) AND RELEASE: Broker(s) and Broker(s)' agents specifically disclaim responsibility for the condition of Property and/or for performance of Agreement by the parties. Parties acknowledge that they are not relying on any representation or warranties that may have been made other than those in writing, and the parties waive and release and relinquish any and all claims or causes of action against Oak and Stone Real Estate LLC, the Brokers, their offices, directors, employees and/or their agents for the condition of the Property or the performance of this Agreement by the parties. Broker(s) and its agents are not experts in areas of law, tax, financing, surveying, structural conditions, hazardous conditions, or engineering, and Buyer acknowledges that Buyer has been advised to seek professional advice from experts in these areas.

33. FINAL WALK-THROUGH PRIOR TO CLOSING: Purchaser reserves the right to walk through Property within 48 hours prior to closing to determine whether terms of Agreement have been met and verify the Property is in the same condition as of the date on which Seller accepts this Agreement. Purchaser shall notify the Seller in writing following the walk through of any defect to the Property or any unsatisfactory findings. Seller shall repair or provide for repair to eliminate the defect prior to closing. Seller's failure to eliminate defect shall be a default of this Agreement. Purchaser may pursue legal and equitable remedies and a) consummate the transaction OR b) terminate this Agreement and receive full Deposit back. Purchaser's failure to notify Seller of defect shall constitute a waiver of this paragraph by the Purchaser and he shall accept the property AS IS.

_____/_____
Purchaser(s) Initials

_____/_____
Seller(s) Initials

34. **ENTIRE AGREEMENT:** This Agreement supersedes all understandings and agreements and constitutes the entire agreement between the parties and no oral representations or statements shall be considered a part hereof.
35. **TIME IS OF THE ESSENCE:** Purchaser and Seller understand that no extensions of time limits contained herein are expected or agreed to unless specified in writing and signed by both Purchaser and Seller. Time is of the essence.
36. **SUCCESSORS AND ASSIGNS:** This Agreement shall bind the personal representatives, administrators, successors and assigns of the parties.
37. **FACSIMILE/ELECTRONIC AUTHORITY:** As an alternative to physical delivery, the parties agree that this Agreement, any amendment or modification of this agreement and/or any written notice of communication in connection with the agreement may be delivered to the Seller in care of the Listing Agent and the Purchaser in care of the Selling Agent via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to the Listing Agent from which Seller may receive electronic mail. Purchaser represents and warrants that an electronic email address has been provided to Selling Agent from which Purchaser may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initial were present in the documents in the handwriting of each party. All electronic means of signature or initials by any party must be accompanied with a certificate.
38. **ATTENTION CLOSING AGENTS:** To comply with best practices and to provide safeguards to all parties, Oak and Stone Real Estate (Broker) will audit the closing file upon successful closing and retain records for this transaction. **\$395.00** will be collected from Purchaser at closing for a Broker Review & Compliance fee.
39. **TIME LIMIT:** Purchaser is making this offer valid until _____ ☐ AM ☐ PM on _____.
40. **MISCELLANEOUS:**
- A. **Amendment:** The parties agree that this Agreement may not be altered, amended, modified, or otherwise changed, except by a duly executed written agreement between the parties.
 - B. **Headings:** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
 - C. **Grammar and Syntax:** The grammar and syntax used in this Agreement shall be construed to give proper meaning and consistency to its content. Thus, "or" means 'and/or', the singular may be construed to include the plural, the plural the singular, and the use of any gender or tense may be construed to include all genders and tenses.
 - D. **Governing Law:** This Agreement shall be governed by and construed according to the laws of the State of Michigan, the state in which the Property is located.
 - E. **Wire Fraud:** In addition, before Buyer or Seller wires any funds to any party including Buyer's or Seller's attorney, title agent, mortgage broker or real estate broker personally call them to confirm the information is legitimate (i.e., confirm the ABA routing number or SWIFT code and credit account number). To the extent that buyer or seller fail to comply with these standards, each respective party agrees to hold Oak and Stone Real Estate LLC harmless.
 - F. If any provision of this act or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of this act that can be given effect without the invalid provision or application, and to this end, the provisions of this act are severable.
41. **ADDITIONAL TERMS AND CONDITIONS:**

PURCHASER SIGNATURE AND ACKNOWLEDGEMENT OF RECEIPT: Purchaser hereby makes this offer with terms and conditions contained herein and acknowledges receiving a copy of this Agreement.

PURCHASER _____ PURCHASER _____
Print *Signature*

PURCHASER _____ PURCHASER _____
Print *Signature*

WITNESS _____ DATE _____

SELLER SIGNATURE: Seller hereby agrees to terms and conditions contained herein. Seller acknowledges receiving a copy of this Agreement.

SELLER _____ SELLER _____
Print *Signature*

SELLER _____ SELLER _____
Print *Signature*

WITNESS _____ DATE _____

COUNTER OFFER: In the event Seller makes any written change in any of the terms and conditions of the offer presented by Purchaser, such changed terms and conditions shall constitute a counteroffer by Seller to Purchaser and which shall remain valid until _____ at _____, unless earlier withdrawn in writing and shall require acceptance by the Purchaser by initialing each change before date and time.

PURCHASER _____ PURCHASER _____
Print *Signature*

PURCHASER _____ PURCHASER _____
Print *Signature*

WITNESS _____ DATE _____