



# Johnstone & Johnstone PURCHASE AGREEMENT (Form A)

**BROKER ADDRESS** \_\_\_\_\_ **TELEPHONE** \_\_\_\_\_ **FAX** \_\_\_\_\_

Johnstone & Johnstone ("Broker") and its designated salespeople are agents for the  Seller  Purchaser  Seller and Purchaser (Dual) (Buyer initials) \_\_\_\_\_ (Seller initials) \_\_\_\_\_ acknowledge that this \_\_\_\_\_ is or \_\_\_\_\_ is not an in-house transaction in which the Buyer and Seller are each represented by  different designated salespeople or  same salespeople.

**1. AGREEMENT TO SELL.** The undersigned Seller and Purchaser agree to sell and purchase the following real property located in the [City  , Village  , Township  ] of \_\_\_\_\_ , \_\_\_\_\_ County, Michigan, described as follows: [legal description and tax ID No.] \_\_\_\_\_

commonly known as [address] \_\_\_\_\_ , which  is (Form # 525) or  is not on a private road, together with all improvements and appurtenances, including all lighting fixtures, shades, blinds, curtain rods, traverse rods, window treatments, storm windows and doors, screens, awnings, TV antenna, rotor and controls, satellite dish and accessories, water softener (rental units excluded), security system, central vacuum system and attachments, attached mirrors, garage door openers and transmitters, fireplace enclosures, grates, logs and gas attachments, landscaping, attached humidifier, fuel in tanks at the time of possession, all tacked down carpeting, if any, now on the premises, and \_\_\_\_\_ (the "Property") and Purchaser agrees to pay Seller the sum of \_\_\_\_\_ Dollars \$ \_\_\_\_\_ (the "Purchase Price") subject to the existing building and use restrictions, easements, and zoning ordinances, if any, in accordance with the terms and subject to the conditions set forth in this Purchase Agreement ("Agreement").

- 2. PAYMENT.** This transaction shall be consummated by the subparagraph checked below: (Check box that applies)
- A. Cash Sale.** Seller shall deliver to Purchaser the usual Warranty Deed conveying marketable title upon tender of the Purchase Price. The Purchase Price shall be paid by cashier's check or certified funds. Attach Survey Addendum. (Form # 275)
  - B. Cash Sale With New Mortgage.** This Agreement is contingent upon Purchaser's ability to secure a \_\_\_\_\_ mortgage in the amount of \$ \_\_\_\_\_. Purchaser agrees to pay the required down payment plus all mortgage costs, prepaid items, and adjustments. Seller shall deliver to Purchaser the usual Warranty Deed conveying marketable title upon tender of the Purchase Price. The Purchase Price shall be paid by cashier's check or certified funds. Purchaser agrees to apply for a mortgage, at his own expense, within \_\_\_\_\_ calendar days from the date of Seller's acceptance of this Agreement. Purchaser agrees to promptly and in good faith comply with the lender's request for necessary information required to process the loan application. Purchaser agrees to obtain a policy of flood insurance if required to do so by the mortgage lender. If a firm commitment for the specified mortgage cannot be obtained within \_\_\_\_\_ days from the date of Seller's acceptance and Seller fails to extend the time in writing within 5 days of the deadline, this Agreement shall be null and void and the Deposit shall be returned to Purchaser. Written evidence of mortgage denial shall be immediately presented to Seller. Denial of the specified mortgage shall render this Agreement null and void and the Deposit shall be returned to Purchaser.
  - C. Sale Subject to Existing Mortgage, Simple Assumption.** Attach Terms of Sale Addendum (Form # 213)
  - D. Sale Subject to Existing Mortgage, Requalification Required.** Attach Terms of Sale Addendum (Form # 213)
  - E. Sale by Land Contract.** Attach Land Contract Addendum (Form # 255)

**3. SELLER'S DISCLOSURES.** Purchaser acknowledges that he received from Seller a *Seller's Disclosure Statement* and, if the Property is residential housing built before 1978, a *Lead-Based Paint and Lead-Based Paint Hazards Disclosure* prior to signing this Agreement. Purchaser acknowledges that the information provided in the *Seller's Disclosure Statement, Lead-Based Paint and Lead-Based Paint Hazards Disclosure* and any other property disclosure statement is (a) based upon Seller's knowledge and is not a warranty of any kind by Seller or Listing and Selling Brokers and their salespeople; (b) not a substitute for any inspections or warranties Purchaser may wish to obtain; (c) provided solely by Seller and is not a representation made by Listing and Selling Brokers and their salespeople; and (d) a disclosure only and not intended to be a part of this Agreement. Seller authorizes Broker to distribute copies of the disclosures to any lender, appraiser and municipality, upon Purchaser's request.

**4. CONDITION OF PROPERTY.** Purchaser acknowledges that he is purchasing a USED structure in an AS IS condition. Purchaser acknowledges that: (a) he has inspected the Property; (b) he has the opportunity to have additional inspections of the Property; and (c) 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 has relied, except as set forth in this Agreement. Purchaser acknowledges that (a) the information provided in the multi-list description of the Property is not warranted or guaranteed; and (b) he has not relied on the multi-list description in making this Agreement.

(Initials) Seller \_\_\_\_\_ / \_\_\_\_\_

(Initials) Purchaser \_\_\_\_\_ / \_\_\_\_\_

**5. PROPERTY INSPECTION.** (Note: Inspections required by FHA, VA, lenders or municipalities are not made for, nor should they be relied upon by Purchaser.) Purchaser  DOES  DOES NOT choose to have the Property inspected at Purchaser's expense. If the Property is to be privately inspected, the following clause shall apply: Seller shall grant an inspector of Purchaser's choice access to the Property to inspect and report upon the general physical condition of the Property, including but not limited to, the plumbing, heating and electrical systems and determination of square footage. If the Property has been winterized, Seller shall, at his expense, de-winterize the Property prior to the inspection. The inspection shall be concluded within \_\_\_\_\_ calendar days from the date of Seller's acceptance of this Agreement. If the inspection discloses any defect\* in the Property which results in the Purchaser having substantial cause to be dissatisfied with the current physical condition of the Property, Purchaser shall notify Seller, in writing, within \_\_\_\_\_ days following the inspection, that Purchaser (a) declares this Agreement null and void and the Deposit shall be returned or (b) requests Seller to remedy the defect. Failure to notify Seller of a defect within this time period shall constitute a waiver of this paragraph by the Purchaser and he shall accept the Property AS IS. If the Seller is timely notified of a defect, he shall notify Purchaser, in writing, within \_\_\_\_\_ days, that Seller (a) declares this Agreement null and void and the Deposit shall be returned or (b) will repair or provide for repair to eliminate the defect disclosed on the inspection report. Seller's failure to provide a written response to the Purchaser within this time period shall render this Agreement null and void and the Deposit shall be returned.

\*The term "defect" does not include (a) routine maintenance items, (b) repair forecasts, (c) renovation cost estimates, (d) minor items not affecting habitability, or (e) aesthetics.

**6. LEAD-BASED PAINT INSPECTION.** This contract is contingent upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards (as defined) at Purchaser's expense. This contingency will expire on \_\_\_\_\_ (or 10 calendar days following Seller's acceptance of this Agreement, whichever occurs first) unless Purchaser (or his agent) delivers to Seller (or his agent) a written list of the specific existing deficiencies and corrections needed, together with a copy of the inspection or risk assessment report. Seller may, at Seller's option within \_\_\_\_\_ days after receipt of a list and accompanying report, elect in writing to correct the condition prior to closing. If Seller will correct the condition, Seller shall furnish Purchaser with certification from a risk assessor or inspector demonstrating that the condition has been remedied prior to closing. If Seller does not elect to make the repairs, or if Seller makes a counter-proposal, Purchaser shall have \_\_\_\_\_ days to respond to the counter-proposal or remove this contingency and take the Property in "AS IS" condition, or this Agreement shall become void and the Deposit shall be returned to Purchaser. Purchaser may remove this contingency at any time without cause. All inspection periods provided for in this Agreement shall run concurrently.

Purchaser waives this contingency

**7. MUNICIPALITY INSPECTION.** If the municipality in which the Property is located requires an inspection prior to closing, Seller shall pay for the inspection and any repairs required to obtain the written approval of municipality.

**8. HOME PROTECTION PLAN.** Purchaser acknowledges notice of the availability and cost of a home protection plan. Purchaser agrees to hold Seller, Listing and Selling Brokers and their salespeople harmless for all claims which would be covered by a home protection plan, whether or not Purchaser accepts the plan.

Purchaser:  Declines or  Accepts a Home Protection Plan provided at:

Seller's expense by company or  Purchaser's expense by \_\_\_\_\_ Company.

**9. TITLE INSURANCE.**

**A.** Seller agrees to furnish Purchaser with a Policy of Owner's Title Insurance without standard exceptions in an amount not less than the Purchase Price bearing a date later than the date of Seller's acceptance of this Agreement and guaranteeing the title in the condition required for performance of this Agreement. Immediately upon receipt, Seller shall provide Purchaser with a copy of the title commitment which shall be updated through the date of closing. Purchaser agrees to obtain and pay for a mortgage or stake survey if required to obtain the policy.

**B.** If objection to the title is made, based upon a written option of Purchaser's attorney that the title is not in the condition required for performance of this Agreement, Seller shall have 30 days from the date he is notified in writing of the particular defects claimed, to either (a) remedy the title; (b) obtain the required title insurance; or (c) refund the Deposit in full termination of this agreement. If Seller remedies the title or obtains the title insurance within the time specified, Purchaser shall complete the sale within 10 days of written notification. If Seller is unable to remedy the title or obtain title insurance within the time specified, the Deposit shall be refunded in full termination of this agreement.

**C.** If title can be conveyed in the condition required hereunder, Purchaser agrees to complete the sale within 10 days after delivery of the commitment for title insurance. However, if the sale is to be consummated in accordance with sub paragraphs 2(B) or 2(D), then closing shall be as soon as the mortgage application is approved, a closing date obtained from the title insurance company, and, if applicable, the final inspection of the Property is approved by the VA or FHA.

**D.** Purchaser agrees to pay the customary closing fees charged by the title insurance company which supervises the closing.

**E. ATTENTION CLOSING/ESCROW AGENTS:**

- i. Seller and Purchaser instruct Purchaser's lender, closing and/or escrow agents that wire instructions and other nonpublic personal information must be conveyed by encrypted email, overnight courier, U.S. Mail or hand delivery only.
- ii. Please take notice that pursuant to the terms of the Purchaser's agency agreement with Broker, Purchaser agreed to pay Selling Broker a Broker Commission in the amount of \$250 in addition to the percentage amounts provided in the buyer agency agreement, MLS offer of cooperation and listing contract.

(Initials) Seller \_\_\_\_\_ / \_\_\_\_\_

(Initials) Purchaser \_\_\_\_\_ / \_\_\_\_\_

**10. TAXES/ASSESSMENTS/DUES.**

- A. All taxes which have become a lien on the Property as of the closing date shall be paid by Seller, except that: (a) all current property taxes shall be prorated and adjusted between Seller and Purchaser as of the closing date on a due-date basis, without regard to lien date, as if paid in advance (e.g., taxes due July 1 will be treated as if paid for the period July 1 through the following June 30, and taxes due December 1 will be treated as if paid for the period December 1 through the following November 30); and (b) Purchaser shall be responsible for the payment of all property taxes falling due after the closing date without regard to lien date. Current Homeowners, Subdivision or Condominium Association dues and assessments, if any, shall also be prorated between Seller and Purchaser as of the closing date on a due date basis. Capital or lateral charges and assessments which have become a lien on the Property as of the closing date, whether or not recorded, shall be paid by Seller at closing. Capital and lateral charges and assessments which have not become a lien on the Property as of the closing date shall be paid by Purchaser. Purchaser may pay the full amount or, if permitted by the levying municipality, assume the charge or assessment.
- B. The final water and sewage charges shall be prorated and adjusted between Seller and Purchaser as of the date on which Seller vacates the Property and surrenders the keys to Listing Broker. Broker shall retain and hold in escrow a minimum of \$200.00 from the amount due Seller at closing for these charges. Broker shall remit the amount allocated to Seller and return the balance, if any, to Seller after receipt of the final bill or meter reading.

**11. OCCUPANCY.** Seller shall remove all personal property and refuse from the buildings and land and shall vacate the Property  at closing **OR** by  5:00 P.M. \_\_\_\_\_ days after the closing. Seller shall pay Purchaser an Occupancy Charge of \$ \_\_\_\_\_ per day, from the day after closing through the date on which the Property is vacated. Broker shall retain and hold in escrow \$ \_\_\_\_\_ from the amount due Seller at closing as security for the Occupancy Charge. Broker shall pay Purchaser the accrued Occupancy Charge and return the balance, if any, to Seller after Seller vacates the Property and surrenders the keys to Listing Broker. Listing and Selling Brokers and their salespeople have no obligation to insure the condition of the Property or that the Property is vacated on the date specified. Seller shall deliver and Purchaser shall accept possession of the Property subject to:

- Tenant Rights** (Form # 280)       **Tenant With No Rights** (Form # 280)       **Does Not Apply**

**12. PROPERTY MAINTENANCE.** Until the keys are surrendered, Seller shall (a) continue the operation of all electric, gas, water and other utility services; and (b) maintain the buildings, land and other Property in the same condition as of the date on which Seller accepts this Agreement. Purchaser reserves the right to walk through the Property within 48 hours of the scheduled closing to verify that the Property was maintained as agreed. If Seller has failed to maintain the buildings, land and other Property in the same condition as existed on the date on which Seller accepted this Agreement, Purchaser may delay the closing until the Property is restored to its agreed condition.

**13. CLOSING.** The closing of this sale shall take place at a location designated by the mortgage lender, or absent that, at a place designated by the Listing Broker. The target closing date is \_\_\_\_\_. If the parties fail to agree to a closing date, the provisions of paragraph 9C shall control.

**14. ADDENDA.** The following addenda are attached to and made a part of this Agreement (Check all that apply)

<input type="checkbox"/> FHA-FHA Addendum (Form # 250)	<input type="checkbox"/> Cooperative Housing (Form # 235)	<input type="checkbox"/> Land Contract (Form # 255)
<input type="checkbox"/> VA - VA Addendum (Form # 285)	<input type="checkbox"/> New Construction (Form # 260)	<input type="checkbox"/> Contingent on Sale (Form # 230)
<input type="checkbox"/> Pest Inspection (Form # 265)	<input type="checkbox"/> Vacant Land (Form # 290)	<input type="checkbox"/> Closing Contingency (Form # 415)
<input type="checkbox"/> Condominium (Form # 220)	<input type="checkbox"/> Survey (Form # 275)	
<input type="checkbox"/> Other Addendum _____		

**15. DEPOSIT.** Purchaser instructs Selling Broker to present this offer and accept a deposit of \$ \_\_\_\_\_ paid in the form of a \_\_\_\_\_ and an additional deposit of \$ \_\_\_\_\_ which is due and payable on \_\_\_\_\_ (together, the "Deposit") which shall be held by Selling Broker in accordance with MCL 339.2512 (j) (i) and (a) if the offer is accepted, applied to the purchase price when the sale is consummated; or (b) returned to Purchaser if the offer is rejected or withdrawn. If the Agreement is terminated pursuant to paragraphs 2B, 5, 6, or 9B above, the parties agree that Selling Broker shall return the Deposit to Purchaser and Seller's remedies, if any, are limited to an award of damages equal to the amount of the Deposit.

**16. DEFAULT.** Willful failure to perform by Seller or Purchaser shall be an event of default under this Agreement. If Purchaser defaults, Seller may, at Seller's option, pursue all available legal and equitable remedies or terminate the Agreement and seek forfeiture of the Deposit as liquidated damages. If Seller defaults, Purchaser may, at Purchaser's option, pursue all available legal and equitable remedies or terminate the Agreement and seek a refund of his Deposit. Purchaser's damages, if any, are limited to an amount equal to the amount of the Deposit. Seller and Purchaser agree that Listing and Selling brokers and their salespeople shall not be made parties to any action taken to enforce or terminate this Agreement.

**17. ADDITIONAL CONDITIONS:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(Initials) Seller \_\_\_\_\_ / \_\_\_\_\_

(Initials) Purchaser \_\_\_\_\_ / \_\_\_\_\_

**18. GENERAL PROVISIONS.**

- A. Listing and Selling Brokers and their salespeople have a duty to treat all parties to this transaction honestly.
- B. Purchaser authorizes Broker to use Purchaser's name in any future advertising or public relations.
- C. Purchaser and Seller acknowledge that Listing and Selling Brokers and their salespeople are not parties to this Agreement.
- D. Listing and Selling Brokers and their salespeople specifically disclaim any responsibility for the condition of the Property or for the performance of this Agreement by the parties.
- E. Purchaser and Seller acknowledge notice that Listing and Selling Brokers may accept a fee or other consideration for the placement of an abstract, mortgage, loan, life, fire, theft, flood, title or other casualty or hazard insurance or home warranty arising from this transaction and expressly consent thereto as required by Rule 339.22321 of the Michigan Administrative Code.
- F. Seller and Purchaser acknowledge that they have been advised to retain an attorney to pass upon the marketability of the title to the Property and to ascertain whether or not the provisions of this Agreement have been strictly adhered to. Listing and Selling Brokers and their salespeople cannot legally give such advice.
- G. Broker and its salespeople are not experts in the areas of law, tax, financing, surveying, structural conditions, hazardous materials, and engineering. Purchaser acknowledges that Broker advised him to seek professional advice from experts in these areas.

**19. MISCELLANEOUS.**

- A. **Facsimile Signatures:** The parties acknowledge and agree that facsimile signatures and initials are legally enforceable and binding.
- B. **Binding Agreement:** This Agreement shall bind and inure to the benefit of the heirs, personal representatives, executors, administrators, successors and assigns of the respective parties.
- C. **Entire Agreement:** The parties agree that this Agreement and the referenced Addenda contain the entire agreement between Seller and Purchaser and there are no agreements, representations, statements or understandings which have been relied upon by the parties which are not stated in this Agreement.
- D. **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.
- E. **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.
- F. **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.
- G. **Governing Law:** This Agreement shall be governed by and construed according to the law of the State of Michigan, the state in which the Property is located.

**20. EXPIRATION OF OFFER:** This offer shall expire unless it is accepted by Seller prior to [time] \_\_\_\_\_ on [date] \_\_\_\_\_ and may be withdrawn at any time prior to Seller's acceptance.

**PURCHASER SIGNATURE:** By his signature below, Purchaser makes the forgoing offer to purchase and acknowledges receipt of a copy of this offer.

Purchaser Signature	Date/Time	Purchaser Signature	Date/Time
Print Name: _____		Print Name: _____	

**SELLER ACCEPTANCE:** By his signature below, Seller agrees to be bound by and acknowledges receipt of a copy of this Agreement. Seller directs that no further offers be presented after acceptance of this offer.

Seller Signature	Date/Time	Seller Signature	Date/Time
Print Name: _____		Print Name: _____	

By his signature below, Purchaser hereby acknowledges receipt of a copy of Seller's signed acceptance of this Agreement.

Purchaser Signature	Date/Time	Purchaser Signature	Date/Time
<b>LISTING BROKER</b> _____		<b>SELLING BROKER</b> _____	
<b>LISTING AGENT</b> _____		<b>SELLING AGENT</b> _____	
<b>AGENT ID#</b> _____	<b>OFFICE ID</b> _____	<b>AGENT ID#</b> _____	<b>OFFICE ID</b> _____
<b>PHONE</b> _____		<b>PHONE</b> _____	