

# SENATE BILL No. 88

January 28, 2003, Introduced by Senator THOMAS and referred to the Committee on Local, Urban and State Affairs.

A bill to amend 1993 PA 92, entitled  
 "Seller disclosure act,"  
 by amending section 7 (MCL 565.957), as amended by 2000 PA 13.

**THE PEOPLE OF THE STATE OF MICHIGAN ENACT:**

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

3 SELLER'S DISCLOSURE STATEMENT

4 **Property Address:** \_\_\_\_\_  
 5 Street  
 6 \_\_\_\_\_ Michigan  
 7 City, Village, or Township

8 **Purpose of Statement:** This statement is a disclosure of the  
 9 condition of the property in compliance with the seller  
 10 disclosure act. This statement is a disclosure of the condition  
 11 and information concerning the property, known by the seller.

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

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

24 **Instructions to the Seller:** (1) Answer ALL questions. (2) Report  
25 known conditions affecting the property. (3) Attach additional  
26 pages with your signature if additional space is required. (4)  
27 Complete this form yourself. (5) If some items do not apply to

1 your property, check NOT AVAILABLE. If you do not know the  
 2 facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A  
 3 SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE  
 4 AN OTHERWISE BINDING PURCHASE AGREEMENT.

5 **Appliances/Systems/Services:** The items below are in working order  
 6 (the items below are included in the sale of the property only if  
 7 the purchase agreement so provides):

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

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

- 1 Water softener/conditioner \_\_\_\_\_
- 2 Well & pump \_\_\_\_\_
- 3 Septic tank & drain field \_\_\_\_\_
- 4 Sump pump \_\_\_\_\_
- 5 City Water System \_\_\_\_\_
- 6 City Sewer System \_\_\_\_\_
- 7 Central air conditioning \_\_\_\_\_
- 8 Central heating system \_\_\_\_\_
- 9 Wall furnace \_\_\_\_\_
- 10 Humidifier \_\_\_\_\_
- 11 Electronic air filter \_\_\_\_\_
- 12 Solar heating system \_\_\_\_\_
- 13 Fireplace & chimney \_\_\_\_\_
- 14 Wood burning system \_\_\_\_\_
- 15 Explanations (attach additional sheets if necessary):

1 \_\_\_\_\_  
 2 \_\_\_\_\_  
 3 \_\_\_\_\_  
 4 \_\_\_\_\_  
 5 \_\_\_\_\_

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

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

10 **1. Basement/crawl space:** Has there been evidence of water?  
 11 \_\_\_\_\_  
 11 \_\_\_\_\_ yes \_\_\_ no \_\_\_

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

13 **2. Insulation:** Describe, if known \_\_\_\_\_  
 14 Urea Formaldehyde Foam Insulation (UFFI) is installed?  
 15 \_\_\_\_\_  
 15 \_\_\_\_\_ unknown \_\_\_ yes \_\_\_ no \_\_\_

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

17 Approximate age if known \_\_\_\_\_

18 **4. Well:** Type of well (depth/diameter, age, and repair history,  
 19 if known): \_\_\_\_\_

20 Has the water been tested? \_\_\_\_\_  
 20 \_\_\_\_\_ yes \_\_\_ no \_\_\_

21 If yes, date of last report/results: \_\_\_\_\_

22 **5. Septic tanks/drain fields:** Condition, if known: \_\_\_\_\_

1 \_\_\_\_\_

2 **6. Heating System:** Type/approximate age: \_\_\_\_\_

3 **7. Plumbing system:** Type: copper\_\_ galvanized\_\_ other\_\_

4 Any known problems? \_\_\_\_\_

5 **8. Electrical system:** Any known problems? \_\_\_\_\_

6 \_\_\_\_\_

7 **9. History of infestation, if any:** (termites, carpenter ants,  
8 etc.) \_\_\_\_\_

9 **10. Environmental Problems:** Are you aware of any substances,  
10 materials, or products that may be an environmental hazard  
11 such as, but not limited to, asbestos, radon gas,  
12 formaldehyde, lead-based paint, fuel or chemical storage  
13 tanks and contaminated soil on the property.

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

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

16 \_\_\_\_\_

17 **11. Toxic mold:** Are you aware of any toxic mold on the

1 property?

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

3 \_\_\_\_\_

4 12. ~~11.~~ **Flood insurance:** Do you have flood insurance on the  
5 property?

6 unknown \_\_ yes \_\_ no \_\_

7 13. ~~12.~~ **Mineral rights:** Do you own the mineral rights?

8 unknown \_\_ yes \_\_ no \_\_

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

10 1. Features of the property shared in common with the adjoining  
11 landowners, such as walls, fences, roads and driveways, or other  
12 features whose use or responsibility for maintenance may have an  
13 effect on the property?

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

15 2. Any encroachments, easements, zoning violations, or  
16 nonconforming uses?

17 unknown \_\_ yes \_\_ no \_\_

18 3. Any "common areas" (facilities like pools, tennis courts,  
19 walkways, or other areas co-owned with others), or a homeowners'  
20 association that has any authority over the property?

21 unknown \_\_ yes \_\_ no \_\_

22 4. Structural modifications, alterations, or repairs made  
23 without necessary permits or licensed contractors?

24 unknown \_\_ yes \_\_ no \_\_



1 5. Settling, flooding, drainage, structural, or grading  
2 problems?  
3 unknown \_\_ yes \_\_ no \_\_

4 6. Major damage to the property from fire, wind, floods, or  
5 landslides?  
6 unknown \_\_ yes \_\_ no \_\_

7 7. Any underground storage tanks?  
8 unknown \_\_ yes \_\_ no \_\_

9 8. Farm or farm operation in the vicinity; or proximity to a  
10 landfill, airport, shooting range, etc.?  
11 unknown \_\_ yes \_\_ no \_\_

12 9. Any outstanding utility assessments or fees, including any  
13 natural gas main extension surcharge?  
14 unknown \_\_ yes \_\_ no \_\_

15 10. Any outstanding municipal assessments or fees?  
16 unknown \_\_ yes \_\_ no \_\_

17 11. Any pending litigation that could affect the property or the  
18 seller's right to convey the property?  
19 unknown \_\_ yes \_\_ no \_\_

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

22 \_\_\_\_\_  
23 \_\_\_\_\_  
24 \_\_\_\_\_  
25 \_\_\_\_\_

26 The seller has lived in the residence on the property from  
27 \_\_\_\_\_ (date) to \_\_\_\_\_ (date). The seller has owned

1 the property since \_\_\_\_\_ (date). The seller has indicated  
2 above the condition of all the items based on information known  
3 to the seller. If any changes occur in the  
4 structural/mechanical/appliance systems of this property from the  
5 date of this form to the date of closing, seller will immediately  
6 disclose the changes to buyer. In no event shall the parties  
7 hold the broker liable for any representations not directly made  
8 by the broker or broker's agent.

9 Seller certifies that the information in this statement is true  
10 and correct to the best of seller's knowledge as of the date of  
11 seller's signature.

12 BUYER SHOULD OBTAIN PROFESSIONAL  
13 ADVICE AND INSPECTIONS OF THE  
14 PROPERTY TO MORE FULLY DETERMINE THE  
15 CONDITION OF THE PROPERTY.

16 BUYERS ARE ADVISED THAT CERTAIN  
17 INFORMATION COMPILED PURSUANT TO THE  
18 SEX OFFENDERS REGISTRATION ACT, 1994  
19 PA 295, MCL 28.721 TO 28.732, IS  
20 AVAILABLE TO THE PUBLIC. BUYERS  
21 SEEKING THAT INFORMATION SHOULD  
22 CONTACT THE APPROPRIATE LOCAL LAW  
23 ENFORCEMENT AGENCY OR SHERIFF'S  
24 DEPARTMENT DIRECTLY.

25 BUYER IS ADVISED THAT THE STATE

1 EQUALIZED VALUE OF THE PROPERTY,  
 2 HOMESTEAD EXEMPTION INFORMATION, AND  
 3 OTHER REAL PROPERTY TAX INFORMATION  
 4 IS AVAILABLE FROM THE APPROPRIATE  
 5 LOCAL ASSESSOR'S OFFICE. BUYER  
 6 SHOULD NOT ASSUME THAT BUYER'S  
 7 FUTURE TAX BILLS ON THE PROPERTY  
 8 WILL BE THE SAME AS THE SELLER'S  
 9 PRESENT TAX BILLS. UNDER MICHIGAN  
 10 LAW, REAL PROPERTY TAX OBLIGATIONS  
 11 CAN CHANGE SIGNIFICANTLY WHEN  
 12 PROPERTY IS TRANSFERRED.

13 Seller \_\_\_\_\_ Date \_\_\_\_\_

14 Seller \_\_\_\_\_ Date \_\_\_\_\_

15 Buyer has read and acknowledges receipt of this statement.

16 Buyer \_\_\_\_\_ Date \_\_\_\_\_ Time: \_\_\_\_\_

17 Buyer \_\_\_\_\_ Date \_\_\_\_\_ Time: \_\_\_\_\_

18 (2) A form described in subsection (1) printed before the  
 19 effective date of the ~~2000~~ **2003** amendatory act that amended  
 20 this subsection that was in compliance with this section at that  
 21 time may be utilized and shall be considered in compliance with  
 22 this section until 90 days after the effective date of the ~~2000~~  
 23 **2003** amendatory act that amended this subsection.