

February 6, 2008, Introduced by Reps. Miller, Vagnozzi, Constan, Donigan, Meisner, Espinoza, LeBlanc, Kathleen Law, Jackson, Condino, Hammon, Gonzales and Wenke and referred to the Committee on Regulatory Reform.

A bill to amend 1993 PA 92, entitled  
"Seller disclosure act,"  
by amending section 7 (MCL 565.957), as amended by 2005 PA 163.

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:

## SELLER'S DISCLOSURE STATEMENT

Property Address: \_\_\_\_\_  
Street \_\_\_\_\_ Michigan  
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

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

12       **Seller's Disclosure:** The seller discloses the following  
13 information with the knowledge that even though this is not a  
14 warranty, the seller specifically makes the following  
15 representations based on the seller's knowledge at the signing of  
16 this document. Upon receiving this statement from the seller, the  
17 seller's agent is required to provide a copy to the buyer or the  
18 agent of the buyer. The seller authorizes its agent(s) to provide  
19 a copy of this statement to any prospective buyer in connection  
20 with any actual or anticipated sale of property. The following  
21 are representations made solely by the seller and are not the  
22 representations of the seller's agent(s), if any. **THIS**  
23 **INFORMATION IS A DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART**  
24 **OF ANY CONTRACT BETWEEN BUYER AND SELLER.**

25       **Instructions to the Seller:** (1) Answer ALL questions. (2)  
26 Report known conditions affecting the property. (3) Attach  
27 additional pages with your signature if additional space is

1 required. (4) Complete this form yourself. (5) If some items do  
 2 not apply to your property, check NOT AVAILABLE. If you do not  
 3 know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER  
 4 WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO  
 5 TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

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

9				Not
10	Yes	No	Unknown	Available
11	Range/Oven	_____	_____	_____
12	Dishwasher	_____	_____	_____
13	Refrigerator	_____	_____	_____
14	Hood/fan	_____	_____	_____
15	Disposal	_____	_____	_____
16	TV antenna, TV rotor			
17	& controls	_____	_____	_____
18	Electrical system	_____	_____	_____
19	Garage door opener &			
20	remote control	_____	_____	_____
21	Alarm system	_____	_____	_____
22	Intercom	_____	_____	_____
23	Central vacuum	_____	_____	_____
24	Attic fan	_____	_____	_____
25	Pool heater, wall			
26	liner & equipment	_____	_____	_____
27	Microwave	_____	_____	_____
28	Trash compactor	_____	_____	_____

1	Ceiling fan	_____	_____	_____	_____
2	Sauna/hot tub	_____	_____	_____	_____
3	Washer	_____	_____	_____	_____
4	Dryer	_____	_____	_____	_____
5	Lawn sprinkler system	_____	_____	_____	_____
6	Water heater	_____	_____	_____	_____
7	Plumbing system	_____	_____	_____	_____
8	Water				
9	softener/conditioner	_____	_____	_____	_____
10	Well & pump	_____	_____	_____	_____
11	Septic tank & drain				
12	field	_____	_____	_____	_____
13	Sump pump	_____	_____	_____	_____
14	City Water System	_____	_____	_____	_____
15	City Sewer System	_____	_____	_____	_____
16	Central air				
17	conditioning	_____	_____	_____	_____
18	Central heating system	_____	_____	_____	_____
19	Wall furnace	_____	_____	_____	_____
20	Humidifier	_____	_____	_____	_____
21	Electronic air filter	_____	_____	_____	_____
22	Solar heating system	_____	_____	_____	_____
23	Fireplace & chimney	_____	_____	_____	_____
24	Wood burning system	_____	_____	_____	_____

25 Explanations (attach additional sheets if necessary):

26 \_\_\_\_\_

27 \_\_\_\_\_

28 \_\_\_\_\_

29 \_\_\_\_\_

30 \_\_\_\_\_

31 UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN

1 WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF  
2 CLOSING.

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

4 1. **Basement/crawl space:** Has there been evidence of water?

5 yes\_\_\_\_ no\_\_\_\_

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

7 2. **Insulation:** Describe, if known \_\_\_\_\_

8 Urea Formaldehyde Foam Insulation (UFFI) is installed?

9 unknown\_\_\_\_ yes\_\_\_\_ no\_\_\_\_

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

11 Approximate age if known \_\_\_\_\_

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

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

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

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

17 \_\_\_\_\_

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

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

20 Any known problems? \_\_\_\_\_

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

22 \_\_\_\_\_

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

25 10. **Environmental Problems:** Are you aware of any substances,

26 materials, or products that may be an environmental hazard

27 such as, but not limited to, asbestos, radon gas,

28 formaldehyde, lead-based paint, fuel or chemical storage

29 tanks and contaminated soil on the property.

30 unknown\_\_\_\_ yes\_\_\_\_ no\_\_\_\_

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

- 1 \_\_\_\_\_
- 2 **11. Flood insurance:** Do you have flood insurance on the
- 3 property? unknown \_\_\_ yes \_\_\_ no \_\_\_
- 4 **12. Mineral rights:** Do you own the mineral rights?
- 5 unknown \_\_\_ yes \_\_\_ no \_\_\_
- 6 **Other Items:** Are you aware of any of the following:
- 7 1. Features of the property shared in common with the adjoining
- 8 landowners, such as walls, fences, roads and driveways, or
- 9 other features whose use or responsibility for maintenance
- 10 may have an effect on the property?
- 11 unknown \_\_\_ yes \_\_\_ no \_\_\_
- 12 2. Any encroachments, easements, zoning violations, or
- 13 nonconforming uses? unknown \_\_\_ yes \_\_\_ no \_\_\_
- 14 3. Any "common areas" (facilities like pools, tennis courts,
- 15 walkways, or other areas co-owned with others), or a
- 16 homeowners' association that has any authority over the
- 17 property? unknown \_\_\_ yes \_\_\_ no \_\_\_
- 18 4. Structural modifications, alterations, or repairs made
- 19 without necessary permits or licensed contractors?
- 20 unknown \_\_\_ yes \_\_\_ no \_\_\_
- 21 5. Settling, flooding, drainage, structural, or grading
- 22 problems? unknown \_\_\_ yes \_\_\_ no \_\_\_
- 23 6. Major damage to the property from fire, wind, floods, or
- 24 landslides? unknown \_\_\_ yes \_\_\_ no \_\_\_
- 25 7. Any underground storage tanks? unknown \_\_\_ yes \_\_\_ no \_\_\_
- 26 8. Farm or farm operation in the vicinity; or proximity
- 27 to a landfill, airport, shooting range, etc.?
- 28 unknown \_\_\_ yes \_\_\_ no \_\_\_
- 29 9. Any outstanding utility assessments or fees, including
- 30 any natural gas main extension surcharge?
- 31 unknown \_\_\_ yes \_\_\_ no \_\_\_

1 10. Any outstanding municipal assessments or fees?

2 unknown\_\_\_ yes\_\_\_ no\_\_\_

3 11. Any pending litigation that could affect the property

4 or the seller's right to convey the property?

5 unknown\_\_\_ yes\_\_\_ no\_\_\_

6 If the answer to any of these questions is yes, please explain.

7 Attach additional sheets, if necessary:\_\_\_\_\_

8 \_\_\_\_\_

9 \_\_\_\_\_

10 \_\_\_\_\_

11 \_\_\_\_\_

12 The seller has lived in the residence on the property from

13 \_\_\_\_\_ (date) to \_\_\_\_\_ (date). The seller

14 has owned the property since \_\_\_\_\_ (date). The

15 seller has indicated above the condition of all the items based

16 on information known to the seller. If any changes occur in the

17 structural/mechanical/appliance systems of this property from the

18 date of this form to the date of closing, seller will immediately

19 disclose the changes to buyer. In no event shall the parties hold

20 the broker liable for any representations not directly made by the

21 broker or broker's agent.

22 Seller certifies that the information in this statement is true

23 and correct to the best of seller's knowledge as of the date of

24 seller's signature.

25 BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS

26 OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION

27 OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR

28 AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY

29 EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS

30 INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND

1 BACTERIA.

2 BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED  
3 PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT,  
4 1994 PA 295, MCL 28.721 TO 28.732, IS AVAILABLE TO  
5 THE PUBLIC. BUYERS SEEKING THAT INFORMATION SHOULD  
6 CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY  
7 OR SHERIFF'S DEPARTMENT DIRECTLY.

8 ~~BUYER IS ADVISED THAT THE STATE EQUALIZED VALUE OF THE~~  
9 ~~PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION,~~  
10 ~~AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE~~  
11 ~~FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE.~~

12 ~~BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON~~  
13 ~~THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX~~  
14 ~~BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS~~  
15 ~~CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.~~

16 Seller\_\_\_\_\_ Date\_\_\_\_\_

17 Seller\_\_\_\_\_ Date\_\_\_\_\_

18 Buyer has read and acknowledges receipt of this statement.

19 Buyer\_\_\_\_\_ Date\_\_\_\_\_ Time:\_\_\_\_\_

20 Buyer\_\_\_\_\_ Date\_\_\_\_\_ Time:\_\_\_\_\_

21 BUYER IS ADVISED THAT THE STATE EQUALIZED VALUE OF THE  
22 PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION,  
23 AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE  
24 FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE.

25 BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON  
26 THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX  
27 BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS  
28 CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

29 BUYER HAS READ AND ACKNOWLEDGES THE STATEMENT ABOVE.



1 BUYER \_\_\_\_\_ DATE \_\_\_\_\_ TIME: \_\_\_\_\_  
2 BUYER \_\_\_\_\_ DATE \_\_\_\_\_ TIME: \_\_\_\_\_

3 (2) A form described in subsection (1) printed before  
4 ~~January 1, 2006~~ **THE EFFECTIVE DATE OF THE 2007 AMENDATORY ACT**  
5 **THAT AMENDED THIS SECTION** that was in compliance with this  
6 section at that time may be utilized and shall be considered in  
7 compliance with this section until ~~April 1, 2006~~ **180 DAYS AFTER**  
8 **THE EFFECTIVE DATE OF THE 2007 AMENDATORY ACT THAT AMENDED THIS**  
9 **SECTION.**