

**Appendix "A"**  
**Michigan Disclosure Regarding Real Estate Agency**

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the Land Division Act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in Section 4 of the Condominium Act, 1978 PA 59, MCL 559.104.

Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise potential sellers or buyers with whom they work of the nature of their agency relationship.

**Seller's Agent**

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyers' agents, and/or transaction coordinators. A subagent is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Sellers' agents and subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

**Buyer's Agent**

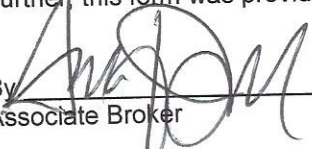
A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. Buyer's agents and subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

**Dual Agents**

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer. In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller, and the buyer.

**Licensee Disclosure**

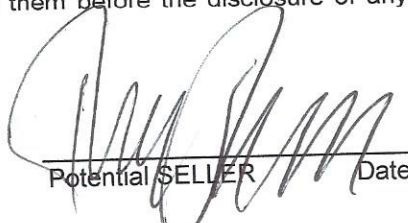
Jerdon Real Estate, Inc. hereby discloses that the agency status of the licensee named below is that of a **SELLER'S AGENT** with all affiliated licensees having the same agency relationship as the licensee named below. Further, this form was provided to the buyer or seller before disclosure of any confidential information.

By:  Date: 9/3/23  
Associate Broker

**Acknowledgment**

By signing below, the parties confirm that they have received and read the information in this agency disclosure statement and that this form was provided to them before the disclosure of any confidential information specific to the potential sellers or buyers.

Peggy Hill 9-3-23  
Potential SELLER Date

 9/3/23  
Potential SELLER Date

\_\_\_\_\_  
Potential BUYER Date

\_\_\_\_\_  
Potential BUYER Date



# Seller's Disclosure Statement

Property Address 611 Orchard St., Dowagiac MI 49047 MICHIGAN  
Street 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 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 listed below are included in the sale of the property only if the purchase agreement so provides.)

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

	Yes	No	Unknown	Not Available
Washer				X
Dryer				X
Lawn sprinkler system				X
Water heater	X			
Plumbing system	X			
Water softener/conditioner				X
Well & pump				X
Septic Tank & drain field				X
Sump pump				X
City water system	X			
City sewer system	X			
Central air conditioning	X			
Central heating system	X			
Wall furnace				X
Humidifier				X
Electronic air filter				X
Solar heating system				X
Fireplace & chimney				X
Wood burning system				X

Explanation (attach additional sheets if necessary): \_\_\_\_\_

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

- Property conditions, improvements and additional information:**
- Basement/Crawlspace:** Has there been evidence of water? yes \_\_\_\_\_ no X  
If yes, please explain: \_\_\_\_\_
  - Insulation:** Describe, if known: \_\_\_\_\_ unknown \_\_\_\_\_ yes \_\_\_\_\_ no X  
Urea formaldehyde Foam Insulation (UFFI) is installed? yes \_\_\_\_\_ no X
  - Roof:** Leaks? \_\_\_\_\_
  - Well:** Type of well (depth/diameter, age and repair history, if known): City water yes \_\_\_\_\_ no X  
Has the water been tested? \_\_\_\_\_  
If yes, date of last report/results: \_\_\_\_\_
  - Septic tanks/drain fields:** Condition, if known: City sewer
  - Heating system:** Type/approximate age: GAS FORCED AIR
  - Plumbing system:** Type: copper \_\_\_\_\_ galvanized \_\_\_\_\_ other \_\_\_\_\_  
Any known problems? NO
  - Electrical system:** Any known problems? NO
  - History of infestation,** if any: (termites, carpenter ants, etc.) House has been previously treated for termites.

P.M. JGG Seller's Initials \_\_\_\_\_ Buyer's Initials



# Seller's Disclosure Statement

611 Orchard St., Dowagiac MI 49047

MICHIGAN

Property Address: \_\_\_\_\_ Street \_\_\_\_\_ City, Village or Township \_\_\_\_\_

10. **Environmental problems:** Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on property?
- unknown  yes \_\_\_\_\_ no \_\_\_\_\_
- If yes, please explain: \_\_\_\_\_
11. Flood Insurance: Do you have flood insurance on the property? unknown  yes \_\_\_\_\_ no \_\_\_\_\_
12. Mineral Rights: Do you own the mineral rights? unknown \_\_\_\_\_ yes \_\_\_\_\_ no

**Other items:** Are you aware of any of the following:

- |   |               |           |  |
|---|---------------|-----------|--|
| 1. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property? | unknown _____ | yes _____ | no <input checked="" type="checkbox"/> |
| 2. Any encroachments, easements, zoning violations or nonconforming uses?   | unknown _____ | yes _____ | no <input checked="" type="checkbox"/> |
| 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 <input checked="" type="checkbox"/> |
| 4. Structural modifications, alterations, or repairs made without necessary permits or licensed contractors?  | unknown _____ | yes _____ | no <input checked="" type="checkbox"/> |
| 5. Settling, flooding, drainage, structural, or grading problems?   | unknown _____ | yes _____ | no <input checked="" type="checkbox"/> |
| 6. Major damage to the property from fire, wind, floods, or landslides?   | unknown _____ | yes _____ | no <input checked="" type="checkbox"/> |
| 7. Any underground storage tanks?   | unknown _____ | yes _____ | no <input checked="" type="checkbox"/> |
| 8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.  | unknown _____ | yes _____ | no <input checked="" type="checkbox"/> |
| 9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge?   | unknown _____ | yes _____ | no <input checked="" type="checkbox"/> |
| 10. Any outstanding municipal assessments or fees?  | unknown _____ | yes _____ | no <input checked="" type="checkbox"/> |
| 11. Any pending litigation that could affect the property or the Seller's right to convey the property?   | unknown _____ | yes _____ | no <input checked="" type="checkbox"/> |

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 1956 (date) to 2023 (date).

The Seller has owned the property since 1958 (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. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.

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

BUYER IS ALSO ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, PRINCIPAL RESIDENCE 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 Peggy Hill Date 9/13/23

Seller [Signature] Date 9/13/23

Buyer has read and acknowledges receipt of this statement.

Buyer \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

**Disclaimer:** This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of the form for misrepresentation for for warranties made in connection with the form.





**ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS AS REQUIRED BY FEDERAL LAW**



CONCERNING THE PROPERTY AT 611 Orchard St., Dowagiac MI 49047  
(Street Address and City)

**A. LEAD WARNING STATEMENT:** "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase."

**NOTICE: Inspector must be properly certified as required by federal law.**

**B. SELLER'S DISCLOSURE:**

- 1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):
  - (a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain): \_\_\_\_\_
  - (b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property.
- 2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):
  - (a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents): \_\_\_\_\_
  - (b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

**C. BUYER'S RIGHTS (check one box only):**

- 1. Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards.
- 2. Within ten days after the effective date of this contract, Buyer may have the Property inspected by inspectors selected by Buyer. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract, and the earnest money will be refunded to Buyer.

**D. BUYER'S ACKNOWLEDGMENT (check applicable boxes):**

- 1. Buyer has received copies of all information listed above.
- 2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

**E. BROKERS' ACKNOWLEDGMENT:** Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852d to: (a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

**F. CERTIFICATION OF ACCURACY:** The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	Date	<u>Peggy Hill</u>	<u>9/13/23</u>
Buyer		Seller	Date
_____	Date	<u>[Signature]</u>	<u>9/13/23</u>
Buyer		Seller	Date
_____	Date	<u>[Signature]</u>	<u>9/2/23</u>
Other Broker		Listing Broker	Date



The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)