

TITLE EXPERTS

FOR SALE  
by owner  
*Program*



**LIBERTY TITLE**

THE CLOSING AND TITLE EXPERTS.



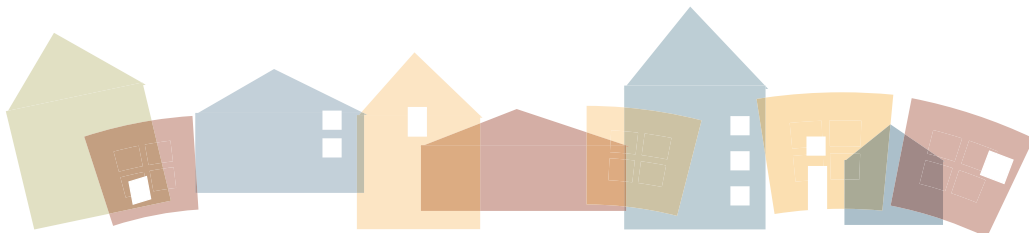
# *Congratulations!*

**You are about to become one of a growing number  
of Home Owners who have sold their home.**

When selling your home, either through a Realtor® or 'for sale by owner', choosing the right title company can make the sale of your home a dream come true. Liberty Title Agency can coordinate the closing of your transaction by providing the following services:

1. Prepare title insurance for Owner/Seller.
2. Prepare Buyer/Seller closing statements, including tax prorations, transfer tax calculations and government fees/taxes.
3. Consult with Seller on retaining counsel for preparation of the Deed and other legal documents.
4. Payoff of existing loans.
5. Hold utility/repair escrows.
6. Conduct the closing.
7. Assist the Buyer with Principal Residence Exemption documents and Property Transfer Affidavit.
8. Report the transaction to IRS pursuant to TEFRA, if required.
9. Record documents at the Register of Deeds.
10. Hold Earnest Money Deposit.

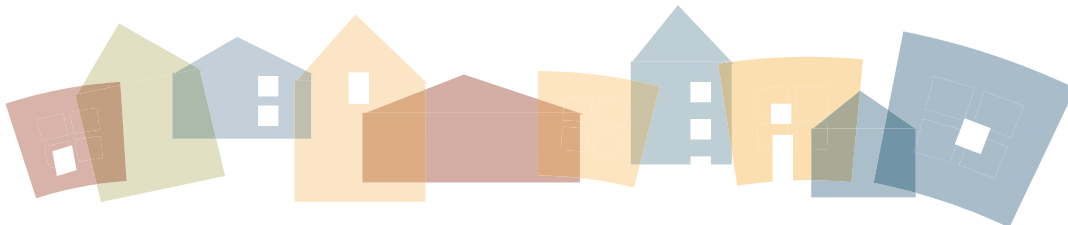
Liberty Title Agency has helped Southeastern Michigan homeowners close their transactions for almost 40 years. We have attorneys on staff to ensure that your transaction goes smoothly. Call us for a title insurance quote!



# but what if a Realtor® Calls?

Many people selling “by owner”, commonly referred to as a “FSBO”, become confused and even upset when their advertising generates phone calls from Real Estate agents. Don’t worry – Realtor® calls are a good thing and should be treated courteously and with respect.

1. *Buyers.* The Realtor® may represent a qualified Buyer. If the Realtor® can bring you a full price or near full price offer, we strongly urge you to pay them a “selling agent” commission. This is reasonable – they have brought you a qualified buyer!
2. *Marketing.* Even if a Realtor® does not have a specific Buyer, the Realtor® may be a “Buyers Agent” and is conducting research on all available inventory. Or the Realtor® may have seen your home before and is checking it out to see if you have fixed past problems or made improvements that now make your home a real find!
3. *Listing.* Over 50% of all FSBO’s eventually list with a Realtor®. The Realtors who are calling you are obviously “go getters”. Keep their cards and phone numbers as potential agents if you do decide to list your home with an agent.



# If your home is a *Condo...*

Additional information we will need to make your closing go smoothly:

## 1. Association Information

We will need the name, address, phone number and contact person at the Condo Association or Management Company. We will need this to order a membership “transfer” packet and verify the payment status of your association dues and assessments.

## 2. Condominium Documents

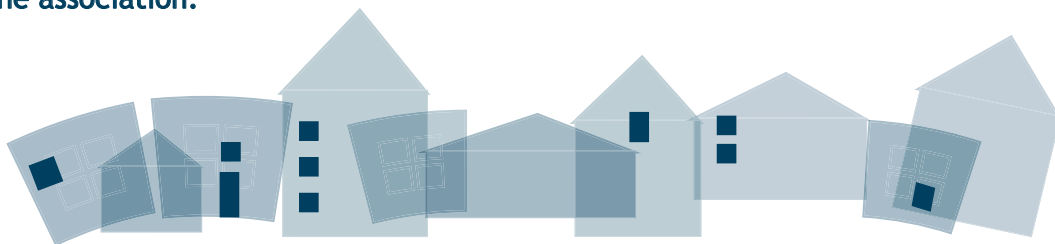
When you purchased your home, you should have received an enormous package of documents containing copies of the Condominium Association By-Laws, Master Deed and Property Rules and Regulations. This needs to be given to your Purchaser. You should also provide the Purchaser with copies of the most recent Condominium Association Budget and Financial Statements. If you do not have these items, contact the Association and request copies.

## 3. Association Fees

Delinquent Association Fees must be paid at closing. Most Purchase Agreements require the current Association Fees be pro rated, with the Seller receiving reimbursement for fees paid in advance. There may also be a “transfer fee” that is usually split between Buyer and Seller to reflect the new member joining the condo association.

## 4. Condominium Insurance

The new lender will notify the condo association to add the new Buyer and their lender to the association policy. If the buyers are purchasing without a mortgage, they will need to file the appropriate paperwork with the association. The buyer should also speak to their insurance agent about acquiring a “contents” policy to supplement the Association policy, as your personal goods are usually not covered by the association.

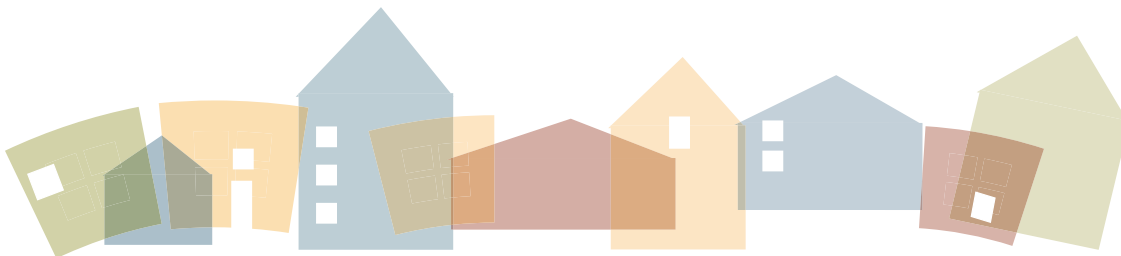


# If your home has a Well or Septic *System...*

- Some Michigan County Regulations may require that the well and septic systems be inspected prior to the sale of your home.
- Failure to have the inspection can void your sale contract. Please contact the County Health Department in your area to find out about these important regulations.

## *Recommendations for a smooth process:*

- Have the inspection conducted at least 10-15 business days before a scheduled closing.
- Two inspections or “second opinion” inspections can lead to lengthy delays and confused buyers. Both parties should agree on inspection terms in advance.
- If any repairs or replacement work is needed, competitive bidding should occur after any required permit is issued.



# Website

## WWW.LIBERTYTITLE.COM

Before you make a move, visit our website! Your online source for information about selling your home and the real estate closing process. It's filled with tips, tales & tools for anyone selling their home. Our website can:

- help you decide whether to sell “by owner” or use a Realtor® (it's usually worth it).
- guide you through the “for sale by owner” process, if you choose to sell it yourself (with tips on how to price your home correctly, which advertising really works and how to respond to an offer).
- explain “closing costs” and how real estate closings are conducted in Michigan.

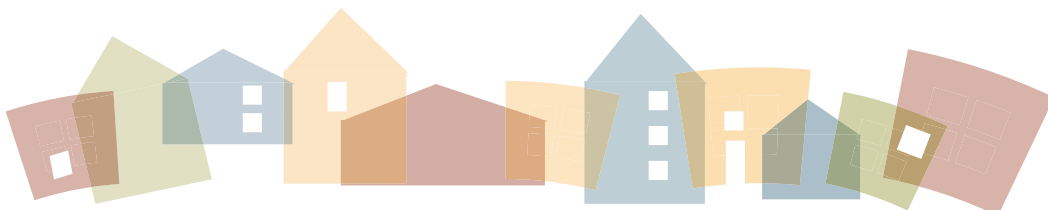
**1.** Are YOU a visitor?  
Click here!

Selling your House?  
Forms you can use!  
Short Sale Providers!  
We Can Save YOU Money!

Print off our **FREE** Guidebook! Simply go to **LIBERTYTITLE.COM**, scroll down and click on “Selling Your House”, follow the steps below!

**2.** scroll down and click here  
If you are thinking of Selling by Owner,  
Click here

**3.** scroll down and click here  
Otherwise, click here for our Homeowner's Guide to a Storybook Sale!  
Click here



# Privacy Policy

We respect the privacy expectations of today's consumers and the requirements of federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us.

This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

We collect Personal Information about you from the following sources;

*Information we receive from you, such as your name, address, telephone number, or social security number.*

*Information about your transactions with us, our affiliates, or others. We receive this information from your lender, attorney, real estate broker, etc.,*

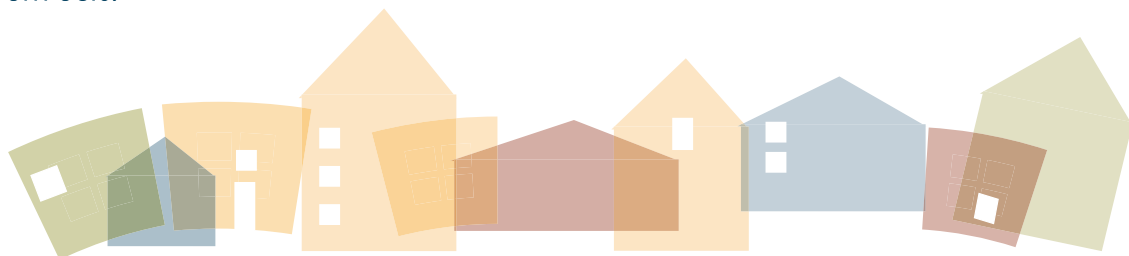
*Information from public records.*

We do not disclose Personal Information about our customers to anyone, except as permitted by law. We will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you. We may also disclose your Personal Information to other title companies if needed to clear title or assist in title production.

One of the important responsibilities of our company is to record documents in the public domain. Such documents may contain your Personal Information.

We restrict access to Personal Information about you to those employees who need to know that information to provide the products or services requested by you or your lender. We maintain physical, electronic, and procedural safeguards that comply with appropriate Federal and State regulations.

Concurrently with this Notice you may also receive a Privacy Notice from the insurance company we represent in your transaction. Please review that Notice carefully as their privacy policy may differ from ours.







# Selling your *Home?*

[WWW.LIBERTYTITLE.COM](http://WWW.LIBERTYTITLE.COM)



Before you make a move, visit our website!  
It's filled with tips, tales and tools for anyone  
selling their home. LibertyTitle.com can:

Help you decide whether or not to use a Realtor  
(it's usually worth it.)

Guide you through the "for sale by owner"  
process, if you choose to sell it yourself ( with  
tips on how to price your home correctly, which  
advertising really works and how to respond to an offer.)

Take the mystery out of closings with a  
step-by-step guide to what really happens and why!

Check it out! Or call us at **855-343-8830**  
**Serving Southeastern Michigan!**



**LIBERTY TITLE**

THE CLOSING AND TITLE EXPERTS.

# Step-by-Step *Instructions* for using this Kit....

This package contains the basic materials you will need to enter into a binding contract to sell your home. Please review them carefully and go to [WWW.LIBERTYTITLE.COM](http://WWW.LIBERTYTITLE.COM) to review the materials in the “Selling Your House” in the **Visitor** section before you negotiate with a Buyer.

- *Browse through the “For Sale by Owner Program” included in the this packet, then visit the “Selling Your House” section on our website ([www.Libertytitle.com](http://www.Libertytitle.com)) and download our “Homeowners Guide to a Storybook Sale”.*
- *Complete and sign the Seller’s Disclosure Statement. This must be given to the Buyer at the time you sign the contract.*
- *Complete and sign the Lead Based Paint Disclosure. Give this to the Buyer at the time you sign the contract. You must also provide the enclosed Lead Based Paint booklet for your Buyer.*
- *If your home has a well or septic system, contact the County Health Department regarding the need for inspection prior to sale.*
- *Check with your municipality to see if there are any requirements regarding home inspections with the sale of a home.*
- *Complete the Real Estate Purchase/Sale Agreement. Be complete (address all issues), be accurate (all names spelled out in full) and be reasonable (allow yourself appropriate time periods for contingencies.)*
- *Complete the appropriate information sheets: Sellers Information, Buyers Information, Payoff Authorization(s), Condominium information. Email addresses & cell phone numbers are very helpful!*
- *Complete the Earnest Money Escrow, have the Buyer sign it and collect the Buyer’s earnest money check which should be payable to “Liberty Title Agency Escrow Account”.*
- *Come into any Liberty Title office with the Sales Contract, Escrow Agreement, information sheets, payoff authorization and Earnest Money deposit and ask to speak to an Escrow Officer. We will open your order and start you on your way to a Happy Closing!*

THE INFORMATION CONTAINED IN THIS PACKAGE IS FOR REFERENCE PURPOSES ONLY & IS NOT INTENDED TO REPLACE THE ADVICE OF A REAL ESTATE ATTORNEY OR REALTOR. YOU SHOULD CONSULT A PROFESSIONAL BEFORE SIGNING A CONTRACT.



**LIBERTY TITLE**  
THE CLOSING AND TITLE EXPERTS.

[WWW.LIBERTYTITLE.COM](http://WWW.LIBERTYTITLE.COM)

100% MICHIGAN. 100% LOCAL. | 855.343.8830 | SERVING SOUTHEASTERN MICHIGAN!

PURE MICHIGAN



HELPFUL!  
*Websites!*

<http://www.forsalebyowner.com>

<http://www.owners.com/about/about-us>

<http://www.10realty.com>

<http://homesbyowner.com>

<http://isoldmyhouse.com>

<http://www.buyowner.com>

<http://www.forsalebyownerhomes.com>

# FREE WEBSITE!

WE PROMOTE YOUR PROPERTY WITH IT'S OWN UNIQUE URL!

<http://www.123MapleStreet.com>

The screenshot shows a web browser window displaying a real estate listing for 123 Maple St. The page layout includes a navigation menu on the right with links such as Home, Listing Detail, Photo Gallery, Rooms, Community Information, Property Map, School information, Open House, Property Reports, Mortgage Calculator, Schedule Showing, Email Your Friend, Print Brochure, and About Me. The main content area features a large photo of the property, a smaller photo of the living room, and a text box with the following details:

**123 Maple St., Des Moines, IA 50265**  
Offered at: \$589,000      Bedrooms: 7  
MLS Number: 282528      Bathrooms: 2

**Property Description**  
This light-filled home is located in one of the most prestigious blocks in S.F. This home is completely detached & set back from the street, providing ample privacy. South & North gardens, elevator from garage to front door. Spectacular views of the Bay, Marin Headlands, Golden Gate Bridge, and Alcatraz. Top floor totally remodeled.

**Marina Kozlovskaja**  
Phone: 408.730.1111  
Email: marina@baynet.com  
Website: Visit the Site

**Area Information**

<b>Property Address Details</b> 2825 Broadway San Francisco, California 94115-1060 Cross Streets: Broadway	<b>Local Schools</b> Pre School Elementary Middle High School
<b>Area Resources</b> Map of 2825 Broadway Neighborhood Profile Visiting Schools City of San Francisco Web site	<b>Recreation</b> Amusement Parks Curling Clubs Concert Venues
<b>Local Utilities</b> BBG Water Cable Companies Phone Services	<b>Home and Garden</b> Application Repair Carpets and Rugs
<b>Restaurants</b> Chinese American	

**123 Maple St.'s Attachments**

- [Floor Plan](#)
- [Natural Hazard Disclosure Statement](#)
- [Smoke Detector Statement of Compliance](#)

Part of our For Sale By Owner Program includes a FREE Website that features your property! Visit our website to find the Liberty Title Representative closest to YOU!



**LIBERTY TITLE**  
THE CLOSING AND TITLE EXPERTS.

[WWW.LIBERTYTITLE.COM](http://WWW.LIBERTYTITLE.COM)

100% MICHIGAN. 100% LOCAL. | 855-343-8830 | SERVING SOUTHEASTERN MICHIGAN



Home Warranty  
of America

13  
mo. WARRANTY



We've Got You Covered.



# SAMPLE COVERAGE TERMS

## I. GENERAL COVERAGE PROVISIONS

### A. Coverage

1. During the Coverage Period, HWA's TM sole responsibility will be to arrange for an Authorized Repair Technician to provide Service(s) for Covered Systems and Components located on the Covered Property in accordance with the definitions, terms and conditions of this Contract.
2. Coverage will only apply to system and component malfunctions explicitly listed as "Included." Malfunctions which existed on the Coverage Period Start Date will be covered only if the malfunction was unknown and could not have been detectable by visual inspection or simple mechanical test. Certain items may not be covered by this Contract. Refer to the "Covered Systems and Components" and "Limitations and Exclusions" sections on the following pages for coverage details.
3. This Contract does not cover known defects.
4. HWA IS NOT AN AUTHORIZED REPAIR TECHNICIAN and will not actually be performing the repair or replacement of any systems or components.
5. HWA's obligation to pay for the repair or replacement of Covered Systems and Components under this Contract is limited to \$5,000 per covered item and \$15,000 in the aggregate during the Contract Period, subject to the further limitations set forth herein.
6. This is not a contract for insurance. Obligations of the provider under this Contract are backed only by the full faith and credit of the provider (issuer) and are not guaranteed under a reimbursement insurance policy.

### B. Definitions

1. "Authorized Repair Technician" means the service contractor HWA dispatches in response to Your request for Service.
2. "Contract" means this service contract between You and HWA including the Coverage Letter.
3. "Coverage Period Start Date" means the date listed on the Coverage Letter.
4. "Coverage Letter" means the letter attached to this Contract that includes Your specific coverage information.
5. "Coverage Period" means the duration of time identified on the Coverage Letter.
6. "Covered Property" means the address that is eligible for coverage and identified on the Coverage Letter. The Covered Property must be a single-family home, town home or condominium (including manufactured housing, which must be anchored to a permanent foundation and not moved during the duration of this Contract) under 5,000 square feet, unless:
  - a) An alternative dwelling type (i.e., 5,000 square feet or more, new construction or multiple units) is applied for by phoning 1-888-HWA-RELY, and
  - b) Such alternative dwelling type is approved by HWA as a Covered Property.Covered Property must be owned or rented residential-use property, not commercial property or residential property converted into a business.
7. "Covered Systems and Components" means systems and components as specifically described herein as "Included" and that are located inside the confines of the main foundation of the Covered Property and are in proper working order on the Coverage Period Start Date and become inoperative due to normal wear and tear, including breakdowns due to insufficient maintenance if at the time the issue or breakdown was unknown. Components shall be considered in proper working order if no defect is known or would have been detectable by a visual inspection or mechanical test on the Coverage Period Start Date. Attached garages, detached garages, exterior pools, spas, well pumps, septic tank pumps and air conditioners are included in this definition.
8. "Home Owner" means any Customer who is not a Home Seller.
9. "Home Seller" means a Customer who is selling the Covered Property and has elected to enroll in Listing Coverage as described herein.
10. "HWA" means Home Warranty of America, Inc.
11. "Service" or "Services" mean the diagnosis and performance of the work, including parts and labor, to repair or replace any Covered System and Component that becomes inoperable due to a mechanical failure caused by routine wear and tear in accordance with the provisions set forth in this Contract.
12. "Trade Call Fee" means an amount due by You for a Service visit by an Authorized Repair Technician as listed on the Coverage Letter.
13. "You" and "Your" and the "Customer" means the person contracting for Services covered by this Contract and whose name(s) appear on the Coverage Letter.

## II. COVERAGE DURATION, RENEWAL & RENEWAL PAYMENTS

- A. Home Seller's coverage ("Listing Coverage") for the listing and sale period starts on the Coverage Period Start Date and continues until the earliest to occur of the following (i) the sale of the Covered Property, (ii) the expiration or cancellation of the listing of the Covered Property, (iii) 180 days from the Coverage Period Start Date (the "Listing Period", including any extension thereof). HWA, in its sole discretion, may extend Home Seller's coverage after expiration of the initial 180-day period. Listing Coverage is only available if residence is listed with a licensed real estate professional and the listing residence is owner occupied or vacant at the time the order for coverage is placed.
- B. Home Owner's coverage begins on the Coverage Period Start Date and ends on the last day of the Coverage Period provided payment is made in full on or before the Coverage Period Start Date, subject to a 14-day payment grace period if the Contract was entered into as part of a real estate transaction and ordered by a licensed real estate professional, title company or financial institution. In addition, coverage may be renewed for additional one year terms as described in more detail below.
- C. PRIOR TO THE EXPIRATION OF THE COVERAGE PERIOD, WE WILL CONTACT YOU WITH THE TERMS (INCLUDING PRICE) OF A ONE YEAR RENEWAL TERM. IF YOU ELECT TO RENEW THIS CONTRACT FOR AN ADDITIONAL ONE YEAR TERM FOLLOWING THE EXPIRATION OF THE COVERAGE PERIOD (THE "INITIAL RENEWAL TERM") THEN YOU WILL BE ENROLLED IN AN AUTOMATIC RENEWAL OF THIS CONTRACT FOR ADDITIONAL ONE YEAR TERMS THEREAFTER (THE "ADDITIONAL RENEWAL TERMS"). SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF COVERAGE DURING THE INITIAL RENEWAL TERM OR ANY ADDITIONAL RENEWAL TERM, WE WILL NOTIFY YOU OF THE TERMS (INCLUDING ANY INCREASE TO THE PRICE) OF ANY ADDITIONAL RENEWAL TERM. UPON RENEWAL YOU WILL AUTOMATICALLY BE RENEWED FOR ONE (1) YEAR UNLESS YOU NOTIFY US, IN WRITING, PRIOR TO THE PLAN EXPIRATION, BY MAIL: P.O. BOX 850, LINCOLNSHIRE, IL 60069 OR BY EMAIL: CANCEL@HWAHOMEWARRANTY.COM. IF YOU REQUEST TO CANCEL AFTER AUTOMATIC RENEWAL TAKES PLACE, WE WILL HONOR YOUR REQUEST TO CANCEL IMMEDIATELY PURSUANT TO SECTION VIII.E.BELOW. IF YOU HAVE ANY QUESTIONS, OUR TOLL FREE NUMBER IS 1-888-492-7359. YOU MAY CANCEL THIS CONTRACT AT ANY TIME AS DESCRIBED IN SECTION VIII.E.BELOW. If you elect to renew this Contract for the Initial Renewal Term you will select your payment method at such time. Payment may be made in monthly installments, three installments or in full at the commencement of the Initial Renewal Term or any Additional Renewal Term. You agree to make payment and such payments will be drafted from a pre-authorized credit card or checking account (unless you pay by check), based on the payment plan You choose. You will not receive a monthly or annual bill. If your payments are not current, We may refuse to provide service under this Contract. Except as otherwise specifically stated in this Contract, Your payments are non-refundable.

## III. SERVICE CALLS

- A. You or Your agent (including tenant if specifically authorized by the Home Owner) must notify HWA for Service Requests to be performed under this Contract as soon as the problem is discovered. HWA will accept Service Requests 24 hours a day, 7 days a week, 365 days a year at 1-888-HWA-RELY or online at www.HWAHomeWarranty.com. To be covered, notice must be given to HWA prior to expiration of this Contract.
- B. HWA will dispatch Service Requests to an Authorized Repair Technician within 48 hours. If you should request HWA to perform non-emergency Service outside of normal business hours, you will be responsible for any additional fees and/or overtime charges.
- C. In emergency situations HWA will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency Service (emergency usually considered to be loss of life or peril).
- D. HWA has the sole and absolute right to select the Authorized Repair Technician to perform the Service; and HWA will not reimburse for Services performed without its prior approval.
- E. You will pay the Trade Call Fee or the actual cost of the Services covered under this Contract, whichever is less. The Trade Call Fee is for each visit by an Authorized Repair Technician, except as noted below, and is payable to the Authorized Repair Technician at the time of each visit. The Trade Call Fee applies to each call dispatched and scheduled, including but not limited to those calls wherein coverage is deemed Excluded, or denied. The Trade Call Fee is due if you fail to be present at a scheduled time, or in the event you cancel a Service call at the time an Authorized Repair Technician is on the way to Your home or at Your home. Failure to pay the Trade Call Fee will result in suspension of coverage until such time as the proper Trade Call Fee is paid. At that time, coverage will be reinstated, but the Coverage Period will not be extended.
- F. If Services performed under this Contract should fail, then HWA will provide for the necessary repairs without an additional Trade Call Fee for a period of 90 days on parts and 30 days on labor.
- G. No Services will be provided if the Authorized Repair Technician is prevented from entering a Covered Property due to the presence of animals, insects, unsafe conditions, or if the equipment is not easily accessible. In this event the Trade Call Fee will still be payable.

## IV. COVERED SYSTEMS AND COMPONENTS

The following systems and components are covered only to the extent items are labeled as "Included" below and are subject to all other provisions, limitations and exclusions in this Contract, including the Limitations and Exclusions section.

### A. PLUMBING SYSTEM



**INCLUDED:** Leaks and breaks of water, drain, gas, waste or vent lines, except if caused by freezing or roots - Toilet tanks, bowls and mechanisms (replaced with builder's standard as necessary), toilet wax ring seals - Instant hot water dispensers - Valves for shower, tub, and diverter angle stops, rinses and gate valves - Permanently installed interior sump pumps (used for storm water only) - Built-in bathtub whirlpool motor and pump assemblies - Stoppages/Clogs, including hydro jetting, in drain and sewer lines up to 125' from access point. Polybutylene piping is covered up to \$1,000 in the aggregate during the Coverage Period. Main line stoppages are only covered if there is a ground level clean out available.

**EXCLUDED:** Stoppages and clogs in drain and sewer lines that cannot be cleared by cable, hydro jetting or due to roots, collapsed, broken, or damaged lines outside the confines of the main foundation (even if within 125' of access point) - Stoppages and clogs that can only be cleared through roof vent - Access to drain or sewer lines from vent or removal of water closets and/or toilets - Cost to locate, access or install ground level clean out - Hose bibs - Collapse of or damage to water, drain, gas, waste or vent lines caused by freezing, settlement and/or roots - Fixtures, cartridges, shower heads and shower arms - Bathtubs and showers - Shower enclosures and base pans - Bath tub drain mechanisms - Sinks - Toilet lids and seats - Cabling or grouting - Whirlpool jets - Septic tanks - Water softeners - Pressure regulators - Recirculating pumps - Inadequate or excessive water pressure - Flow restrictions in fresh water lines caused by rust, corrosion or chemical deposits - Sewage ejector pumps - Holding or storage tanks - Saunas or steam rooms - Back up and battery sump pump systems - Basket strainers.

**LIMITATIONS:** HWA will pay no more than \$1,000 for diagnosis, repair or replacement of any Covered System and Component that is concrete encased or otherwise inaccessible. HWA will pay no more than \$2,000 in the aggregate during the Contract Period for any and all plumbing repairs required due to rust and corrosion.

**PREMIUM COVERAGE INCLUDES:** Fixtures and cartridges, faucets, shower heads and shower arms (replaced with chrome builders standard) - Interior hose bibs - Toilets of similar quality (\$500 limit on toilets).

### B. WATER HEATER (Gas, Tankless, Electric or Oil)



**INCLUDED:** All components and parts, including circulating pumps.

**EXCLUDED:** Solar water heaters - Solar components - Fuel, holding or storage tanks - Noise - Energy management systems - Flues and vents - Commercial grade equipment - Problems resulting from sediment - Units exceeding 75 gallons - Drain pans and drain lines.

**LIMITATIONS:** HWA will pay no more than \$1,000 in the aggregate during the Contract Period for repair or replacement of tankless or oil water heater. **PREMIUM COVERAGE INCLUDES:** Problems resulting from sediment.

### C. ELECTRICAL SYSTEM



**INCLUDED:** All components and parts.

**EXCLUDED:** Fixtures - Carbon monoxide alarms, detectors or related systems - Intercoms and door bell systems associated with Intercoms - Inadequate wiring capacity - Solar power systems and panels - Direct current (D.C.) wiring or components - Attic fans - Commercial grade equipment - Damages due to power failure or surge, or loads greater than the system's design - Circuit overload - Solar components - Energy management systems.

**LIMITATIONS:** HWA will pay no more than \$2,000 in the aggregate during the Contract Period for any and all covered electrical repairs required due to rust and corrosion.

### D. KITCHEN APPLIANCES



1. Dishwasher (Built-in)

**INCLUDED:** All components and parts.

**EXCLUDED:** Racks - Baskets - Rollers - Door seals - Portable dishwashers.

**PREMIUM COVERAGE INCLUDES:** Racks - Baskets - Rollers - Door seals.



2. Garbage Disposal

**INCLUDED:** All components and parts, including entire unit.

**EXCLUDED:** Problems and/or jams caused by bones and foreign objects other than food.



3. Built-in Microwave Oven

**INCLUDED:** All components and parts.

**EXCLUDED:** Interior linings - Door glass - Clocks - Shelves - Portable or counter top units - Meat probe assemblies - Rotisseries - Door seals - Lighting and handles - Glass.

**PREMIUM COVERAGE INCLUDES:** Interior linings - Rotisseries - Clocks - Door seals - Lighting and handles.



4. Range/oven/cooktop (Gas or Electric; Built-in, or Free Standing).

**INCLUDED:** All components and parts.

EXCLUDED: Clocks (unless they affect the cooking function of the oven) - Meat probe assemblies - Rotisseries - Racks - Handles - Knobs - Sensi-heat burners will only be replaced with standard burners - Door seals - Lighting and Handles - Glass -Portable range/oven/cooktop.

**PREMIUM COVERAGE INCLUDES:** Racks - Rotisseries - Clocks - Door seals - Lighting - Handles and knobs.



**5. TRASH COMPACTOR (Built-in).**

INCLUDED: All components and parts.

EXCLUDED: Lock and key assemblies - Removable buckets - Door seals -Portable trash compactor.

**PREMIUM COVERAGE INCLUDES:** Removable buckets - Door seals.

**E. DOOR BELLS**



INCLUDED: All components and parts.

EXCLUDED: Door bells associated with Intercom Systems. Battery operated door bells.

**F. CEILING FANS AND EXHAUST FANS**



INCLUDED: Motors - Switches - Controls - Bearings - Blades.

EXCLUDED: Whole house fans -Belts -Shutters - Filters - Lighting.

LIMITATIONS: HWA will pay no more than \$400 in the aggregate during the Contract Period.

**G. CENTRAL VACUUM**



INCLUDED: All mechanical system components and parts.

EXCLUDED: Ductwork -Blockages -Accessories.

LIMITATIONS: HWA will pay no more than \$400 in the aggregate during the Contract Period for diagnosis and repair of each vacuum.

**H. BURGLAR AND FIRE ALARM SYSTEMS**



INCLUDED: All components and parts.

EXCLUDED: Any wiring or parts located outside the main confines of the foundation of the home - Batteries - Video cameras - Video monitors - Sprinkler alarms and systems.

LIMITATIONS: HWA will pay no more than \$400 in the aggregate during the Contract Period for diagnosis and repair of each burglar and fire alarm system.

**I. GARAGE DOOR SYSTEMS**



INCLUDED: All components and parts of the garage door opener.

EXCLUDED: Garage doors - Hinges and Springs - Infra-red sensors - Chains - Tracks

- Rollers - Remote receiving/transmitting devices. **PREMIUM COVERAGE INCLUDES:**

Remote receiving/transmitting devices.

**J. KITCHEN REFRIGERATOR w/Ice Maker**

INCLUDED: All components and parts, including integral freezer unit.

EXCLUDED: Racks - Shelves - Ice crushers - Water and ice dispensers and their respective equipment - Water lines and valve to ice maker - Mini fridges - Wine coolers - Interior thermal shells - Freezers which are not an integral part of the refrigerator - Food spoilage - Door seals - Lighting and handles - Units moved out of the kitchen - Audio/visual components and internet connection equipment.

**K. 13 SEER/R-410A MODIFICATIONS (Included in Diamond and Platinum plans, not available in other plans)**

INCLUDED: If government regulations prevent HWA from repairing or replacing a covered air conditioning system, or heating system with similar efficiency or capacity, and HWA provides an upgraded unit pursuant to Section V(A) or V(C) of this Contract, then HWA will also pay for up to \$1,000 in the aggregate during the Contract Period for modifications or upgrades to valves, line sets, evaporator coils, pads, stands, plumbing, flues, additional costs associated with evacuating and cleaning the system of all R-22 and crane charges required to complete the replacement installation of the heating or air conditioning system.

EXCLUDED: Permits, cleaning, disposal or ductwork testing and/or sealing.

**V. ADDITIONAL COVERAGE**

The following coverage is automatically included for Home Owners and begins after the close of the sale of the Covered Property. For Home Sellers the following coverage is only included in the Listing Coverage if the Home Seller's Option is elected by the Home Seller and listed on the Coverage Letter. If the Home Seller's option is taken, then 1) Home Seller's limitations of liability still apply; and 2) the following covered items in this section are subject to a maximum combined \$1,500 limitation during the Listing Period, subject to all other provisions, limitations and exclusions in this Contract.

**A. HEATING SYSTEM**

INCLUDED: All components and parts necessary for the operation of the system (including heat pumps which cool or heat the home). For geothermal/water source heat pumps, all components and parts that are located within the foundation of the home or attached garage. For units below 13 SEER and/or R-22 equipment and when HWA is unable to facilitate repair/replacement of failed covered equipment at the current SEER rating or with R-22 Equipment, repair/replacement will be performed with 13 SEER/R-410A equipment and/or 7.7 HSPF or higher compliant.

EXCLUDED: Baseboard casings - Oil storage tanks - Portable units - Solar heating systems -Fireplaces and key valves - Filters - Electronic air cleaners - Registers - Grills - Clocks - Timers - Heat lamps - Fuel storage tanks - Flues and Vents - Humidifiers - Commercial grade equipment -Gas heat pump systems - Outside or underground piping and components for geothermal and/or water source heat pumps - Electronic, computerized, and manual systems management and zone controllers - Systems with mismatched condensing unit and evaporative coil per manufacturer specifications -Improper use of metering devices (i.e. thermal expansion valves) -HWA is not responsible for the costs associated with matching dimensions, brand or color made -Except as noted above or when the optional 13 SEER/R-410A modifications coverage is included in Platinum and Diamond Plans, HWA will not pay for any modifications or upgrades necessitated by the repair of existing equipment or the installation of new equipment - Condensate pumps - After market inducer fan motors - Pellet Stoves -Cable heat -Wood stoves - Solar Heating and Components - Cost for crane rentals.

LIMITATIONS: Coverage under this section is limited to the main heating source not to exceed a 5 ton capacity. During the period of Home Owner's coverage, HWA will pay no more than \$1,500 per covered item for diagnosis, access, and repair or replacement of any hot water or steam circulating heating systems or glycol system, or geothermal/water source heat pump. NOTE: HWA will pay up to \$10 per pound for the cost of refrigerant for authorized repairs. You are responsible for payment of any costs in excess of \$10 per pound.

**PREMIUM COVERAGE INCLUDES:** Filters and Heat Lamps

**B. DUCTWORK**

INCLUDED: Duct from heating unit to point of attachment at registers or grills.

EXCLUDED: Registers and grills - Insulation - Asbestos-insulated ductwork - Flues, vents

and breaching - Ductwork exposed to outside elements - Separation due to settlement and/or lack of support - Damper motors - Electronic, computerized, and manual systems management and zone controllers - Diagnostic testing of, or locating leaks to, ductwork, including but not limited to as required by any federal, state or local law, ordinance or regulation, or when required due to the installation or replacement of system equipment. LIMITATIONS: When covered repairs require access to ductwork, HWA will only provide diagnosis, repair, sealing, or replacement to ductwork through unobstructed walls, ceilings or floors (obstructions include but are not limited to floor coverings, appliances, systems and cabinets). If the ductwork is accessible only through concrete encased floor, wall, or ceiling HWA will pay no more than \$1,000 for diagnosis, repair or replacement of such ductwork, but will not cover any costs as a result of or determined by diagnostic testing.

**C. AIR CONDITIONING/COOLER (not exceeding 5 ton capacity and designed for residential use)**

INCLUDED: Ducted electric central air conditioning, ducted electric wall air conditioning, geothermal/water source heat pumps, and water evaporative coolers - All components and parts except for geothermal/water source heat pumps, all components and parts that are located within the foundation of the home or attached garage. For units below 13 SEER, and/ or R-22 equipment and when HWA is unable to facilitate repair/replacement of failed covered equipment at the current SEER rating, or with R-22 equipment, repair/replacement will be performed with 13 SEER/R-410A equipment and/or 7.7 HSPF or higher compliant.

EXCLUDED: Gas air conditioning systems - Condenser casings - Registers and Grills - Filters - Electronic air cleaners - Window units - Non-ducted wall units - Water towers - Humidifiers - Improperly sized units - Chillers and chiller components - All exterior condensing, cooling and pump pads -Roof mounts, jacks, stands or supports - Condensate pumps - Commercial grade equipment - Outside or underground piping and components for geothermal and/or water source heat pumps - Cost for crane rentals - Electronic, computerized, and manual systems management and zone controllers - Air conditioning with mismatched condensing unit and evaporative coil per manufacturer specifications -Improper use of metering devices (i.e., thermal expansion valves) - HWA is not responsible for the costs associated with matching dimensions, brand or color made -Except as noted above or when optional coverage is included in Diamond and Platinum Plans, HWA will not pay for any modifications, upgrades, or additional work needed to evacuate/clean a system of R-22 necessitated by the repair of existing equipment or the installation of new equipment. NOTE: HWA will pay up to \$10 per pound for the cost for refrigerant for authorized repairs. You are responsible for payment of any costs in excess of \$10 per pound.

**PREMIUM COVERAGE INCLUDES:** Filters, costs related to Freon recapture and window units.

**VI. OPTIONAL COVERAGE**

The following coverages are available at the option of the Home Owner and cover only items specifically labeled as "Included" and are subject to all other provisions, limitations and exclusions in this Contract. Optional coverages are not available to the Home Sellers.

**A. IN GROUND OR BUILT INTO A PATIO OR DECK POOL AND/OR SPA EQUIPMENT**

INCLUDED: Both pool and spa (including exterior hot tub and whirlpool) are covered if they utilize common equipment - If they do not utilize common equipment, then only one or the other is covered unless an additional coverage fee is paid - Coverage applies to all above ground components and parts of the heating, pumping and filtration system - including pool sweep motors and timers.

EXCLUDED: Lights - Liners - Concrete encased above ground or underground electrical, plumbing or gas lines - Structural defects - Solar equipment - Jets - Fuel storage tanks - Control panels -Control switches -Computerized Control boards - Built in or detachable cleaning equipment -Ornamental fountains and other waterfall type equipment -Pool cover and related equipment -Booster pump - Disposal filtration medium - Ionizers and Chlorinators -Skimmers -Fill line -Fill valves -Valve actuators -Turbo valves -Pop-up heads and similar components.

LIMITATIONS: HWA will pay no more than \$1,000 in the aggregate during the Contract Period under this section.

**B. SALT WATER POOL EQUIPMENT (This add-on coverage also includes Pool/Spa coverage detailed above)**



INCLUDED: Circuit Board and Salt Cell

EXCLUDED: Salt

LIMITATIONS: HWA will pay no more than \$1,500 in the aggregate during the Contract Period.

**C. WELL PUMP**



INCLUDED: All components and parts of well pump utilized for main dwelling only.

EXCLUDED: Well casings - Pressure tanks - Pressure switches - Hoisting or removal - Piping or electrical lines leading to or connecting pressure tank and main dwelling -Holding or storage tanks -Redrilling of wells.

LIMITATIONS: HWA will pay no more than \$1,500 in the aggregate during the Contract Period.

**D. STAND-ALONE APPLIANCES**

This coverage is available for each additional stand-alone refrigerator, freezer or ice maker.

INCLUDED: All components and parts, including integral freezer unit.

EXCLUDED: Racks - Shelves - Ice crushers - Water and ice dispensers and their respective equipment - Water lines and valve to ice maker - Mini fridges - Wine coolers - Interior thermal shells - Freezers which are not an integral part of the refrigerator - Food spoilage - Door seals - Lighting and handles - Units moved out of the kitchen - Audio/visual components and internet connection equipment.

LIMITATIONS: HWA will pay no more than \$1,000 in the aggregate during the Contract Period for repair or replacement on Stand Alone Ice Maker or Stand Alone Freezer.

**E. WASHER/DRYER PACKAGE (Included in Platinum and Diamond)**



1. Clothes Washer

INCLUDED: All components and parts.

EXCLUDED: Plastic mini-tubs -Soap dispensers -Filter screens -Knobs and dials - Damage to clothing -Door seals.



2. Clothes Dryer

INCLUDED: All components and parts

EXCLUDED: Venting -Lint screens -Knobs and dials -Damage to clothing -Door seals.

**F. SEPTIC TANK PUMPING**

INCLUDED: If a stoppage is due to a septic tank back up, then HWA will pump the septic tank one time during the term of the plan. Coverage can only become effective if a septic certification was completed within 90 days prior to close of sale. HWA may require a copy of the certification prior to service dispatch.



EXCLUDED: The cost of gaining or finding access to the septic tank - the cost of sewer hook ups - Disposal of waste - Chemical treatments - Tanks - Leach lines - Cesspools - Mechanical pumps/systems.

**G. PREMIUM COVERAGE UPGRADE (Included for Home Owner only in Diamond and Platinum plans)**

INCLUDED: This plan adds certain coverage to the heating, cooling, plumbing, and kitchen appliances that are otherwise excluded. Additional applicable coverages are labeled as "Premium Coverage Includes" in the Covered Systems and Components, Additional Coverage and Optional Coverage sections of this Contract. This plan also includes coverage of building code violations up to \$250 in the aggregate per Contract Period as well as coverage of permits up to \$250 per occurrence in relation to a heating, electrical or plumbing service call if necessary to effect repair or replacement.

**H. ORANGEPLUS UPGRADE (Included for Home Owner only in Diamond plan)**

INCLUDED: Increases toilet replacement of similar quality up to \$600 in the aggregate - Increases professional series appliances to \$2,500 in the aggregate - Removal of all defective equipment that is replaced by HWA under the terms of this Contract - Improperly matched and/or installed systems defined as follows: HWA will repair or replace a covered system or appliance that fails or identified due to an associated failure that was not properly matched in size or efficiency, and/or improperly installed prior to or during the Coverage Period, provided that it was unknown or could not be known to the Home Seller, Home Owner, real estate or other agent by a visual inspection or simple mechanical test prior to the Coverage Period Start Date.

LIMITATIONS: HWA will pay no more than \$750 in the aggregate during the Contract Period for any improperly mismatched and/or unknown improper installation. If a service request is made pursuant to this Contract option, HWA reserves the right to request a copy of any visual or mechanical test that may have been performed by a home inspector or other licensed mechanical contractor. All water softener components and parts up to an aggregate of \$500 during the Contract Period (excluding leased or rented units).

**I. SEPTIC SYSTEM (Per Tank)/SEWAGE EJECTOR PUMP**

INCLUDED: Aerobic pump, jet pump, sewage ejector pump, septic tank and line from house to tank.

EXCLUDED: Tile fields and leach beds, leach lines, lateral lines, insufficient capacity, cleanout, pumping (except if purchased under separate option), seepage pits.

LIMITATIONS: HWA will pay no more than \$500 in the aggregate during the Contract Period.

**J. ROOF LEAK REPAIR (Included in Platinum and Diamond plans) - not available in Connecticut**

INCLUDED: Leaks in rolled, asphalt shingle, or clay tile roof structures only.

EXCLUDED: Gutters - Drains - Leaks involving roof mounted installations - Ice dam build-up - Deck or balcony roofs - Unattached garage roofs - Wood and underlayment - Counter flashing - Leaks resulting from or caused by any one of the following: Missing or broken shingles - Acts of God - Damages due to persons walking or standing on roof - Repairs made by others - Failure to perform normal maintenance.

LIMITATIONS: HWA will pay no more than \$500 in the aggregate during the Contract Period under this section.

**K. HWA GREENPLUS UPGRADE**

INCLUDED: If a covered appliance (limited to Dishwasher, Refrigerator, Clothes Washer), Heating System (limited to Furnace), or Water Heater breaks down and it cannot be repaired, HWA will replace as follows: the appliance with an ENERGY STAR Qualified product (subject to availability), one with all other similar features as existing appliance; the Heating System with a 90 percent efficiency model; and Water Heater with a tankless water heater.

LIMITATIONS: HWA will pay no more than \$1,500 for upgrade replacement of tankless water heater and will only be paid upon proof of replacement. Receipt for replacement must be obtained by HWA within Contract period. No costs for modifications or alterations will be paid for heating system.

**VII. LIMITATIONS AND EXCLUSIONS**

All services, components and systems not specifically identified as "Included" in this Contract are hereby excluded even if not specifically identified.

**A. The following are excluded from Listing Coverage for the Home Seller;**

1. Malfunction or improper operation due to rust or corrosion of all systems and appliances, (including plumbing systems, heating systems, electrical systems, built-in wall units or heat pumps) and/or air conditioning systems/coolers or pools/spas.
  2. Collapsed ductwork.
- B. Problems cannot always be diagnosed and repaired on the first service visit. HWA is not liable for losses or damages resulting from misdiagnosis or delays in completing diagnosis or repairs.
- C. HWA is not responsible for providing access to or closing access from any covered item which is concrete-encased or otherwise obstructed or inaccessible (including but not limited to beneath crawl spaces, floor coverings, systems, cabinets, etc.). HWA will pay no more than \$1,000 in the aggregate during the Contract Period for Services on any Covered Systems and Components that are concrete encased or otherwise inaccessible or obstructed, subject to all other applicable limitations set forth in this Contract.
- D. At times it is necessary to open walls or ceilings to make repairs. The Authorized Repair Technician obtained by HWA will close the opening, and return to a rough finish condition, subject to the monetary limits of any Service or Covered System and Component. HWA is not responsible for restoration of any wall coverings, floor coverings, plaster, cabinets, counter tops, tiling, paint, or other surfaces. Similarly, HWA is not responsible for the repair of any cosmetic defects or performance of routine maintenance.
- E. Electronic or computerized energy management or lighting and appliance management systems are excluded.
- F. Services do not include the identification, detection, abatement, encapsulation or removal of asbestos, radon, gas, mold or other hazardous substances. If any hazardous materials are encountered in the course of performing the Services, the Authorized Repair Technician has no obligation to continue the work until such products or materials are abated, encapsulated or removed, or it is determined that no hazard exists (as the case may require). HWA shall have no obligation to arrange for and will have no liability for the removal of, failure to detect or contamination as a result of its failure to detect any asbestos, radon gas, mold or other hazardous products or materials. To protect against the potential hazards of lead-based paint, the U.S. Environmental Protection Agency (EPA) has implemented certain renovation requirements that may apply if a contractor disrupts certain painted surfaces. If the Services require the Authorized Repair Technician to cut into Your walls in order to access pipes and plumbing, the Authorized Repair Technician will be required to comply with EPA regulations, which may require an extension of time to

complete the work.

- G. HWA is not responsible for consequential or secondary damage. This includes but is not limited to, repair of conditions caused by chemical or sedimentary build up, insect infestation, mold, mildew, or bacterial manifestations, misuse or abuse, failure to clean or maintain as specified by the equipment manufacturer, missing parts, structural changes, fire, freezing, electrical failure or surge, water damage, theft, intentional acts, riot, lightning, mud, earthquake, soil movement or soil settlement, storms, accidents, pest damage, Force Majeure Events (as defined below), failure due to excessive water pressure or any other perils are not considered loss or damage due to normal wear and tear.
- H. HWA IS NOT LIABLE FOR INDIRECT, CONSEQUENTIAL OR ECONOMIC DAMAGES FOR LOSS OR DAMAGES TO ANY PERSON OR PROPERTY ARISING FROM THE LOSS OF USE OR THE INABILITY TO USE THE EQUIPMENT TO THE EXTENT SUCH MAY BE DISCLAIMED BY LAW, AND YOU EXPRESSLY WAIVE THE RIGHT TO ALL SUCH DAMAGES.
- I. HWA has the sole right to determine whether a covered appliance, system or component will be repaired or replaced. Parts and replacements will be of similar or equivalent quality and efficiency to those being replaced subject to all other provisions, limitations and exclusions in this Contract. Where replacement equipment of identical dimensions is not readily available, HWA is responsible for providing installation of similar quality equipment but not for the cost of construction or carpentry made necessary by different dimensions. HWA is not responsible for upgrade or matching color or brand. During the Listing Period, and for the first 30 days of the Home Owner's Coverage Period, HWA is not liable for replacement of entire systems or appliances due to obsolete, discontinued or unavailability of one or more integral parts. However, HWA will provide reimbursement for the costs of those parts determined by reasonable allowance for the fair value of similar parts.
- J. HWA is not liable for repairs related to adequacy or capacity of appliances, components and systems in the home; improper installation, design or previous repair of appliances, components and systems: problems or failures caused by a manufacturer's defect. Unless the optional coverage for such is purchased, HWA is not liable for repairs related to costs of construction, carpentry, or other incidental costs associated with the alterations, modifications, or upgrades of all appliances, components or installation of different equipment and/or systems. Also, unless the optional coverage for such is purchased, HWA is not responsible for providing upgrades, components, parts or equipment required due to the incompatibility of the existing equipment with the replacement system, appliance or component/part including but not limited to 13 SEER, R-410A and/or 7.7 HSPF or higher compliant as well as any other efficiency mandated by federal, state, or local governments.
- K. HWA is not liable for the repair or replacement of commercial grade equipment, systems or appliances. HWA shall pay no more than \$1,500 (\$2,500 when OrangePlus option is purchased) in the aggregate during the Contract Period for professional series or similar appliances, including but not limited to, brand names such as Sub Zero, Viking, Bosch, JENN-AIR, GE Monogram, Thermador, etc., subject to all other provisions, limitations and exclusions in this Contract.
- L. HWA reserves the right to require a second opinion, at its own cost.
- M. HWA is not liable for normal or routine maintenance. You are responsible for performing normal and routine maintenance. For example, you are responsible for providing maintenance and cleaning pursuant to manufacturers' specifications, such as periodic cleaning of heating and air conditioning systems, evaporator coils and condenser coils, as well as periodic filter replacement. HWA will not be responsible for repairs of systems or components arising from a manufacturer's defect or recall or while still under manufacturer's or distributor's warranties. HWA's responsibilities will be secondary to any other extended or in-home warranties that exist for the included systems, components and appliances.
- N. HWA is not responsible for removal and hauling away of old equipment or appliances. Where available, you may choose to pay an additional fee by the service vendor for removal and/or disposal of an old system, component or appliance.
- O. HWA reserves the right to offer cash back in lieu of repair or replacement in the amount of HWA's actual cost, which may be less than retail, to repair or replace any covered system, component or appliance.
- P. During the Listing Period, HWA will not pay for the repair or replacement of any covered systems or appliances if they are inoperable as a result of pre-existing conditions, deficiencies and/or defects.
- Q. HWA will not be the Authorized Repair Technician and HWA will not perform the Services hereunder. HWA will only subcontract with Authorized Repair Technicians that meet its standards. You agree that HWA is not liable for the negligence or the other conduct of the Authorized Repair Technician, nor is HWA an insurer of the Authorized Repair Technician's performance.
- R. HOME OWNER'S sole remedy under this Contract is recovery of the cost of the required repair or replacement, whichever is less. HOME OWNER agrees that, in no event, will HWA's liability exceed \$5,000 per covered item or \$15,000 in the aggregate during the Contract Period.
- S. BUILDING AND ZONING CODE REQUIREMENTS OR VIOLATIONS
1. HWA will not contract for services to meet current building or zoning code requirements or to correct for code violations (except when optional coverage is purchased), nor will it contract for services when permits cannot be obtained. HWA will not pay for the cost to obtain permits (except when optional coverage for such is purchased).
  2. When it is required to maintain compatibility with equipment manufactured to be 13 SEER, R-410A and/or 7.7 HSPF or higher compliant, HWA is not responsible for upgrade or additional costs or expenses that may be required to meet current building or zoning code requirements or correct for code violations. This includes city, county, state, federal and utility regulations and upgrades required by law.
- T. Listing coverage under this Contract is not available to the owner of investment or rental properties.

**VIII. MISCELLANEOUS PROVISIONS**

**A. DISPUTE RESOLUTION; VENUE; WAIVER OF JURY TRIAL; GOVERNING LAW; FAILURE TO ENFORCE NOT WAIVER; FORCE MAJEURE**

1. It is the intent of both parties to resolve any disputes through negotiation between You and HWA. The parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Contract. Either party may initiate negotiations by providing written notice to the other party, setting forth the subject of the dispute and the relief requested. The parties will respond to any initial and subsequent requests in a timely and complete manner.

2. The parties further agree that in the event any dispute between them relating to this Contract is not otherwise resolved, exclusive jurisdiction shall be in the trial courts located within the jurisdiction in which the Covered Property is located, any objections as to jurisdiction or venue in such court being expressly waived.
3. BOTH PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATIONS, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.
4. This Contract shall be governed, construed and enforced in accordance with the laws of the state where the Covered Property is located without regard to principles of conflicts of law.
5. ANY LEGAL OR JUDICIAL PROCEEDING COMMENCED BY OR ON BEHALF OF YOU UNDER THIS CONTRACT (INCLUDING THE ASSERTION BY YOU OF ANY COUNTERCLAIM, REGARDLESS OF WHETHER THE UNDERLYING PROCEEDING IN WHICH SUCH COUNTERCLAIM IS BEING ASSERTED WAS COMMENCED BY OR ON BEHALF OF PLAINTIFF) WILL TAKE PLACE ON AN INDIVIDUAL BASIS. CLASS ACTIONS, COLLECTIVE ACTIONS AND OTHER SIMILAR REPRESENTATIVE PROCEEDINGS OF ANY KIND OR NATURE (WHETHER PURSUED THROUGH THE COURTS, THROUGH ARBITRATION OR THROUGH ANY OTHER JUDICIAL FORUM) ARE NOT PERMITTED. BY ENTERING INTO THIS CONTRACT YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST HWA OR ITS AFFILIATES ONLY IN YOUR INDIVIDUAL CAPACITY, AND MAY NOT BRING CLAIMS AGAINST HWA OR ITS AFFILIATES AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION OR OTHER REPRESENTATIVE PROCEEDING.
6. Any failure by HWA to assert a right or enforce a requirement under this Contract shall not be deemed a waiver of that or any other right or requirement and shall not preclude HWA from asserting any right or enforcing any requirement at any time.
7. HWA will make commercially reasonable efforts to fulfill its obligations under this Contract. Certain causes and events that are out of HWA's reasonable control ("Force Majeure Events") may result in HWA's inability to perform under this Contract. If HWA is unable to perform its obligations, in whole or in part, due to a Force Majeure Event, then HWA's obligations shall be suspended to the extent made necessary by such Force Majeure Event, and in no event shall HWA be liable to You for its failure to fulfill its obligations or for damages caused by any Force Majeure Event. Force Majeure Events include, but are not limited to acts of God, fire, war, flood, earthquake, hurricanes, tornadoes, and other natural disasters, acts of terrorism, acts of any governmental authority, accidents, strikes, labor troubles, shortages in supply, changes in laws, rules or regulations of any governmental authority, and any other cause beyond HWA's reasonable control.

#### B. CONCERNING PERSONALLY IDENTIFIABLE INFORMATION ("PII")

For purposes of this Section only, "HWA", "We", "Us", and "Our" shall also include any Related Company. A "Related Company" includes, without limitation, any current or future franchisor, franchisee, licensee, parent company, subsidiary, third party, or affiliate of the brands (including Direct Energy) that We operate under. PII includes any information that You have shared with Us or that We have collected in the course of providing Our services to You, that may be used to specifically identify or contact You, such as Your name, mailing address, email address(es), phone number(s), or fax number. The PII You submit will generally be used by Us to carry out Your requests, improve services, or for other legitimate business purposes, including marketing purposes. Your PII may be added to Our customer database used by Us or a Related Company for general promotions, contests, special events, etc. ("Programs") regarding Our or a third party's products and services. These Programs may be made available through efforts of an affiliated or unaffiliated business. Your PII may be shared with third parties in the following instances: (i) to allow vendors to perform functions on Our behalf (ii) to allow third parties to contact You for marketing, and (iii) for any other legitimate business purpose. By using Our products and services, or by submitting Your PII to Us, You are consenting to the terms of this notice and Our privacy policy located at [www.HWAHomeWarranty.com/privacy](http://www.HWAHomeWarranty.com/privacy). By entering into this Contract, or by submitting Your PII to Us, You are consenting to the terms of this notice and Our privacy policy located at [www.HWAHomeWarranty.com/privacy](http://www.HWAHomeWarranty.com/privacy). If You would like to limit Our use of Your PII as described above, You may request so in writing at Direct Energy/Home Warranty of America, 12 Greenway Plaza, Ste 250, Houston, TX 77046, Attn: Privacy Officer, c/o Compliance Department or by email at [privacy@directenergy.com](mailto:privacy@directenergy.com).

#### C. ASSIGNMENT & TRANSFER OF CONTRACT

1. If the Covered Property is sold during the term of this Contract You may transfer this Contract to the new owner by notifying HWA of the change in ownership and providing the name of the owner by phoning 1-888-HWA-RELY in order to transfer coverage to the new owner of the Covered Property. A copy of the Contract is available upon request.
2. HWA may assign this Contract, in whole or part, or any of its rights and obligations hereunder without Your consent, to the fullest extent allowed by law. Upon such assignment, You agree that HWA shall have no further obligation to you. This Contract is not assignable by You without HWA's prior written consent except as set forth above.

#### D. MULTIPLE UNITS AND INVESTMENT PROPERTY

1. If this Contract is for duplex, triplex, or fourplex dwelling, then every unit within such dwelling must be covered by an HWA contract with applicable optional coverage for coverage to apply to common systems and appliances.
2. If this Contract is for a unit within a multiple unit of 5 or more, then only items contained within the confines of each individual unit are covered. Common systems and appliances are excluded. This coverage is not available in Listing Coverage for Home Sellers.
3. Except as otherwise provided in this section, common systems and appliances are excluded.

#### E. CANCELLATION

This Contract shall be noncancelable by HWA, except for:

1. Nonpayment of Contract fees; or
  2. Fraud or misrepresentation of facts material to the issuance of this Contract.
- Cancellation may be made by You at anytime. If You cancel within the first 30 days of the Coverage Period, and no service request has been made, You are entitled to a full refund of the cost of this Contract less a cancellation fee of the lesser of \$30 or 10% of the Contract fee (unless otherwise required by state law). The right to void this Contract within the first 30 days is not transferrable and is available only to the original purchaser of the Contract. If HWA cancels this Contract or if You cancel this contract after the first 30 days of the Coverage Period, then You shall be entitled to a pro rata refund of the paid Contract fee for the unexpired term, less an administrative fee of the lesser of \$30 or 10% of the Contract fee (unless otherwise required by state law), and any actual service costs incurred by HWA; If listing coverage is cancelled after service has been performed, and the policy fee has not yet been paid, policy holder will be responsible for purchase of policy, or reimbursement to HWA of service costs

incurred, whichever is less.

*Massachusetts Residents:* In addition to Your cancellation rights listed above, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any Service, You are entitled to a full refund of the amount paid by You under this Contract. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract.

*Minnesota Residents:* In addition to Your cancellation rights listed above, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any Service, You are entitled to a full refund of the amount paid by You under this Contract. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract.

*New York Residents:* In addition to Your cancellation rights listed above, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any Service, You are entitled to a full refund of the amount paid by You under this Contract. A 10% penalty per month must be added to a refund that is not paid or credited to You within 30 days after the cancellation of this Contract.

*South Carolina Residents:* In addition to Your cancellation rights listed above, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any Service, You are entitled to a full refund of the amount paid by You under this Contract. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract.

*Virginia Residents:* In addition to Your cancellation rights listed above, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any Service, You are entitled to a full refund of the amount paid by You under this Contract. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract.

*Vermont Residents:* In addition to Your cancellation rights listed above, You may cancel this Contract within 20 days of receipt of this Contract if You have not received any Service for a full refund of the amount paid by You under this Contract.

*Wisconsin Residents:* In addition to Your cancellation rights listed above, You may cancel this Contract within 15 days of the date this Contract was delivered to You for a full refund. This Contract shall not be canceled due to unauthorized repair of covered equipment. If you cancel this Contract, no deduction shall be made from the refund for the cost of any service received.

- F. The purchase of this coverage is not mandatory and similar coverage may be purchased through another residential service or insurance company.
- G. *Iowa Residents:* The issuer of this contract is subject to regulation by the insurance division of the Department of Commerce of the state of Iowa. Complaints which are not settled by the issuer may be sent to the Insurance Division.
- H. *New Hampshire Residents:* In the event you do not receive satisfaction under this contract, you may contact the New Hampshire Insurance Department at 21 South Fruit St. Suite 14, Concord, New Hampshire, 03301 or by calling 800-852-3416.
- I. *North Carolina Residents:* The purchase of this Contract is not required either to purchase or to obtain financing for a home appliance.
- J. *Oklahoma Residents:* This Contract is not issued by the manufacturer or wholesale company marketing the product. This Contract will not be honored by such manufacturer or wholesale company. Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Home Warranty of America, Inc. is both the obligor and administrator.
- K. *Virginia Residents:* If you are unable to contact or obtain satisfaction from the home service contract provider then you may contact the Bureau of Insurance at PO Box 1157, Richmond, Virginia, 23218 or by calling 1-877-310-6560.
- L. *Wisconsin Residents:* THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Provided notice or proof of loss is furnished as soon as reasonably possible and within one (1) year after the time it was required by this Contract, failure to furnish such notice or proof within the time required by this Contract does not invalidate or reduce a claim unless Home Warranty of America is prejudiced thereby and it was reasonably possible to meet the time limit. This Contract shall be governed, construed and enforced in accordance with the laws of the State of Wisconsin without regard to principles of conflicts of law.

**Applicant Information**

If placing your order by phone or online, have information ready.  
(Call for pricing if over 5,000 sq. ft.)

Applicant first and last name \_\_\_\_\_  
 Covered property address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Mailing Address (if different) \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Email \_\_\_\_\_  
 Order Date \_\_\_\_\_ **Phone/Web Confirmation #** \_\_\_\_\_

**Real Estate Agent Information**

Initiating agent name \_\_\_\_\_  
 Who do you represent?  Buyer  Seller  
 Company Name \_\_\_\_\_ Phone # \_\_\_\_\_  
 Email \_\_\_\_\_  
 Other Party's Agent \_\_\_\_\_



Home Warranty of America™, Inc.  
 Dept. 3344, Carol Stream, IL 60132-3344  
 P) 888.492.7359 F) 888.492.7360  
 HWAHomeWarranty.com

**13-Month Home Warranty**

**Plan Accept/Decline**

I have been offered a Home Warranty of America home warranty for my home and understand the terms/conditions of coverage.

Buyer's Coverage date of closing \_\_\_\_\_  Seller's Coverage  
 Decline benefits of this coverage. Signature \_\_\_\_\_

**Waiver** Purchase of this coverage is not mandatory. Applicant has reviewed the home warranty plan and hereby declines coverage. Applicant agrees to hold the real estate broker and agent harmless in the event of a subsequent mechanical failure which otherwise would have been covered under the warranty plan.

**Closing Information (if available)**

Closing company \_\_\_\_\_ Closing agent \_\_\_\_\_  
 Phone # \_\_\_\_\_ Closing # \_\_\_\_\_

**Buyer's Coverage Levels**      **Gold \$475**      **Platinum \$500**      **Diamond \$540**      |      **Optional Coverage**

Buyer's Coverage Levels	Gold \$475	Platinum \$500	Diamond \$540
Trade Call Fee per occurrence or actual cost, whichever is less	\$75	\$100	\$100
<b>Covered Items*</b>			
Unknown Pre-Existing Conditions	✓	✓	✓
Unknown Insufficient Maintenance	✓	✓	✓
Heating System/Furnace	✓	✓	✓
Air Conditioning System/Cooler	✓	✓	✓
Ductwork	✓	✓	✓
Plumbing System	✓	✓	✓
Stoppages/Clogs	✓	✓	✓
Permanent Sump Pump	✓	✓	✓
Water Heater Including Tankless	✓	✓	✓
Instant Hot Water Dispenser	✓	✓	✓
Whirlpool Bath Tub	✓	✓	✓
Electrical System	✓	✓	✓
Ceiling Fans and Exhaust Fans	✓	✓	✓
Door Bells, Burglar & Fire Alarm Systems	✓	✓	✓
Central Vacuum	✓	✓	✓
Dishwasher	✓	✓	✓
Garbage Disposal	✓	✓	✓
Built-In Microwave	✓	✓	✓
Range/Oven/Cooktop	✓	✓	✓
Trash Compactor	✓	✓	✓
Garage Door System	✓	✓	✓
Kitchen Refrigerator w/ Ice Maker	✓	✓	✓
Washer/Dryer Package		✓	✓
Roof Leak Repair		✓	✓
Premium Coverage**		✓	✓
13 SEER/R-410A Modifications		✓	✓
OrangePlus			✓

**\*\*Premium Coverage**  
 Includes coverage for over 30 items traditionally not covered by basic home warranty plans:  
 • Code Violations and Permits up to \$250  
 • Plumbing—Fixtures, faucets, shower heads, stoppages/clogs  
 • Plus over 25 more items!

**Seller's Coverage**

- FREE Coverage**  
 (Except for Heating/Cooling/Ductwork, Premium Coverage, OrangePlus, 13 SEER/R-410A Modifications, Unknown Pre-Existing Conditions or Insufficient Maintenance)
- \$50 Optional Seller's Coverage**  
 Heating/Cooling/Ductwork

**Buyer's Coverage**

- Add on to All Plans:**
- \$70 GreenPlus**
    - Covered system or appliance will be replaced with an ENERGY STAR qualified product
    - Dishwasher, Refrigerator and Clothes Washer
    - Heating System replacement with 90% efficiency model
    - Water Heater replacement with Tankless Water Heater
  - \$185 Pool/Spa Combo**
  - \$185 Additional Pool or Spa**
  - \$350 Salt Water Pool (Includes Pool/Spa Combo)**
  - \$100 Well Pump**
  - \$75 Septic Tank Pumping**
  - \$75 Septic System/Sewage Ejector Pump**
  - \$35 2nd Refrigerator**
  - \$50 Freezer-Stand Alone**
  - \$45 Stand Alone Ice Maker**

**Add on to Gold or Platinum:**

- \$75 OrangePlus**
  - Water Softener
  - Unknown improperly matched and/or installed systems
  - Increases professional series appliances up to \$2,500
  - Increases toilet replacement up to \$600
  - Removal of defective equipment

**Add on to Gold:**

- \$85 Washer/Dryer**
- \$50 Roof Leak Repair**
- \$60 Premium Coverage\*\***

Townhome/Condo /Mobile Home  Gold **\$455**  Platinum **\$480**  Diamond **\$510**  
 Mother-in-law Units/Multiple Flats/Duplex/New Construction or over 5,000 sq. ft. —  
 Call 888.492.7359 For Pricing

**Plan Cost**

select coverage level

**Gold \$475**  **Platinum \$500**  **Diamond \$540**

Total Optional Seller's Coverage \$ \_\_\_\_\_

Total Optional Buyer's Coverage \$ \_\_\_\_\_

**Grand Total Coverage** \$ \_\_\_\_\_

DISCLAIMER: The fee for this warranty is to be paid at closing and includes all fees payable to HWA™ for plan administration, the providing of service per the plan's service agreement and any optional reimbursement to the real estate agent/ company or acting agent for services and expenses to promote, process and advertise the plan. The election to purchase the protection plan is binding and is not subject to waiver or rescission.

# Forms & Agreements

What's Included In This Packet

- o Sellers Disclosure Statement\* .....
- o Real Estate Sale/Purchase Contract\* (6 pages) .....
- o Addendum\* (1 page) .....
- o Removal/Extension of Specified Contingency(ies)\* (1 page) .....
- o Lead-Based Paint Disclosure Form\* (1 page) .....
- o Sellers Estimated Proceeds Worksheet\* (1 page) .....
- o Earnest Money Escrow Agreement (1 page) .....
- o Mortgage Payoff Request and Authorization (1 page) .....
- o Homeowners Associations/Condominium Status (1 page) .....
- o Buyers Information Sheet (1 page) .....
- o Sellers Information Sheet (1 page) .....
- o Safety Tips Sheet (1 page) .....

Before completing or distributing any of these forms, make several photocopies of the blank originals, so you'll have what you need in case of changes, errors, etc. Then, after completing one original, photocopy as needed.

**\*Caution:** The enclosed forms and materials DO NOT replace the professional advice of your attorney or Realtor®. They are included to assist you and to provide you with a starting point for your home-selling transactions. These forms are designed for the sale of an existing home or condominium. They should be reviewed, modified and supplemented or amended by your attorney or Realtor® for your unique transaction prior to their use. Significant modifications will be needed for vacant land or commercial property. Therefore, Liberty Title Agency disclaims any liability for loss or damage which may be incurred by reason of use of these forms.



**Property Address:** \_\_\_\_\_ **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 substitution 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 a 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		Yes	No	Unknown	Not Available
Range/oven	_____	_____	_____	_____	Lawn sprinkler system	_____	_____	_____	_____
Dishwasher	_____	_____	_____	_____	Water heater	_____	_____	_____	_____
Refrigerator	_____	_____	_____	_____	Plumbing system	_____	_____	_____	_____
Hood/fan	_____	_____	_____	_____	Water softener/conditioner	_____	_____	_____	_____
Disposal	_____	_____	_____	_____	Well & pump	_____	_____	_____	_____
TV antenna, TV rotor & controls	_____	_____	_____	_____	Septic tank & drain field	_____	_____	_____	_____
Electric System	_____	_____	_____	_____	Sump pump	_____	_____	_____	_____
Garage door opener & remote control	_____	_____	_____	_____	City water system	_____	_____	_____	_____
Alarm system	_____	_____	_____	_____	City sewer system	_____	_____	_____	_____
Intercom	_____	_____	_____	_____	Central air conditioning	_____	_____	_____	_____
Central vacuum	_____	_____	_____	_____	Central heating system	_____	_____	_____	_____
Attic fan	_____	_____	_____	_____	Wall furnace	_____	_____	_____	_____
Pool heater, wall liner & equipment	_____	_____	_____	_____	Humidifier	_____	_____	_____	_____
Microwave	_____	_____	_____	_____	Electronic air filter	_____	_____	_____	_____
Trash compactor	_____	_____	_____	_____	Solar heating system	_____	_____	_____	_____
Ceiling fan	_____	_____	_____	_____	Fireplace & chimney	_____	_____	_____	_____
Sauna/hot tub	_____	_____	_____	_____	Wood burning system	_____	_____	_____	_____
Washer	_____	_____	_____	_____	Dryer	_____	_____	_____	_____

Explanations (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 & additional information:**

1. **Basement/Crawlspace:** Has there been evidence of water? yes \_\_\_\_\_ no \_\_\_\_\_  
 If yes, please explain: \_\_\_\_\_
2. **Insulation:** Describe, if known: \_\_\_\_\_  
 Urea Formaldehyde Foam Insulation (UFFI) is installed? unknown \_\_\_\_\_ yes \_\_\_\_\_ no \_\_\_\_\_
3. **Roof:** Leaks? yes \_\_\_\_\_ no \_\_\_\_\_  
 Approximate age, if known: \_\_\_\_\_
4. **Well:** Type of well (depth/diameter, age and repair history, if known): \_\_\_\_\_  
 Has the water been tested? yes \_\_\_\_\_ no \_\_\_\_\_  
 If yes, date of last report/results: \_\_\_\_\_

# Seller's Disclosure Statement

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

5. **Septic tanks/drain fields:** Condition, if known: \_\_\_\_\_  
6. **Heating system:** Type/approximate age: \_\_\_\_\_  
7. **Plumbing system:** Type: copper \_\_\_\_\_ galvanized \_\_\_\_\_ other \_\_\_\_\_  
Any known problems? \_\_\_\_\_  
8. **Electrical system:** Any known problems? \_\_\_\_\_  
9. **History of infestation,** if any: (termites, carpenter ants, etc.) \_\_\_\_\_  
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 \_\_\_\_\_  
2. Any encroachments, easements, zoning violations or nonconforming uses? unknown \_\_\_\_\_ yes \_\_\_\_\_ no \_\_\_\_\_  
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 \_\_\_\_\_  
4. Structural modifications, alterations or repairs made without necessary permits or licensed contractors? unknown \_\_\_\_\_ yes \_\_\_\_\_ no \_\_\_\_\_  
5. Settling, flooding, drainage, structural or grading problems? unknown \_\_\_\_\_ yes \_\_\_\_\_ no \_\_\_\_\_  
6. Major damage to the property from fire, wind, floods, or landslides? unknown \_\_\_\_\_ yes \_\_\_\_\_ no \_\_\_\_\_  
7. Any underground storage tanks? unknown \_\_\_\_\_ yes \_\_\_\_\_ no \_\_\_\_\_  
8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.? unknown \_\_\_\_\_ yes \_\_\_\_\_ no \_\_\_\_\_  
9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? unknown \_\_\_\_\_ yes \_\_\_\_\_ no \_\_\_\_\_  
10. Any outstanding municipal assessments or fees? unknown \_\_\_\_\_ yes \_\_\_\_\_ no \_\_\_\_\_  
11. Any pending litigation that could affect the property or the Seller's right to convey the property? unknown \_\_\_\_\_ yes \_\_\_\_\_ no \_\_\_\_\_

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 \_\_\_\_\_ (date) to \_\_\_\_\_ (date).  
The Seller has owned the property since \_\_\_\_\_ (date).  
The Seller has indicated above the conditions 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.**

BUYERS ARE 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 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 OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.**

Seller \_\_\_\_\_ Date: \_\_\_\_\_

Seller \_\_\_\_\_ Date: \_\_\_\_\_

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 form for misrepresentation or for warranties made in connection with the form.

# Real Estate Sale/Purchase Contract

**THIS IS AN IMPORTANT LEGAL DOCUMENT. ALL PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY IN CONNECTION WITH THE EXECUTION OF THIS CONTRACT.**

This Contract made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,

Is by and between \_\_\_\_\_ ("Seller")

Address: \_\_\_\_\_ and

\_\_\_\_\_ ("Purchaser")

Address: \_\_\_\_\_

## 1. CRITERIA

**1.1 Sale; Property.** Seller agrees to sell and convey, subject to easements and restrictions of record, and subject to the lien of taxes not yet due and payable at time of closing, and Purchaser agrees to purchase the property located in the \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, commonly known as \_\_\_\_\_

the legal description of which is \_\_\_\_\_, which will be specifically described in the title insurance commitment (the "Property".)

**1.2 Fixtures: Improvements.** This sale includes all fixtures, improvements and appurtenances attached to the property as of this date, including but not limited to: all lighting and plumbing fixtures, shades, blinds, curtains, curtain rods, drapes, drapery hardware, wall-to-wall carpeting, purchased water softeners, automatic garage door equipment, storm windows and doors, screens, awnings and antennas, including rotor equipment, if any, as well as the following personal property for which a bill of sale will be given:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The following items are excluded from sale and will be removed from the Property prior to tender of possession: \_\_\_\_\_

\_\_\_\_\_

**1.3 Purchase Price.** The purchase price shall be \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

**1.4 Earnest Money.** Seller acknowledges the receipt of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) paid by Purchaser as earnest money. This money will be deposited with Liberty Title Agency in its escrow account pursuant to its Standard Escrow Agreement until closing, at which time it will be credited to the Purchaser. If this Contract is not accepted, the earnest money will be returned to the Purchaser.

**1.5 Payment.** The balance of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) will be paid as follows: \_\_\_\_\_

**1.6 Land Division.** If the property that is subject of this contract is not platted land or a condominium, the seller agrees to transfer \_\_\_\_\_ land divisions. Purchaser acknowledges that the deed shall contain the following language: "The grantor grants to the grantee the right to make \_\_\_\_\_ divisions under section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967. This property may be located within the vicinity of farm land or a farm operation. Generally accepted agriculture and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan right to farm act."

**2. CONTINGENCIES**

This Contract is contingent upon satisfactory completion of the items designated below, all of which must be removed in writing. Contingencies applicable to this transaction shall be marked in the margin.

\_\_\_\_\_ **2.1 Financing.** Purchaser qualifying for and obtaining a mortgage commitment as designated below for which Purchaser agrees to apply within \_\_\_\_\_ business days and pursue in good faith upon acceptance of this contract. Borrower intends to obtain mortgage approval and financing contingency shall be removed in writing on or before (date) \_\_\_\_\_ , \_\_\_\_\_ **CONVENTIONAL** loan commitment in the amount of \$ \_\_\_\_\_ (of the price) \_\_\_\_\_ **FHA/VA** loan commitment in the amount of \$ \_\_\_\_\_ (of the price)

Note: FHA/VA loans require the Seller to pay certain fees. Seller agrees to pay up to \$ \_\_\_\_\_ in closing costs in connection with this loan.



\_\_\_\_\_ **2.2 Termite Inspection.** An inspection of the property at the expense of \_\_\_\_\_ from a licensed exterminating company resulting in a report satisfactory to Purchaser regarding the presence of any termite or wood destroying insect infestation or any resulting damage. This contingency to be removed on or before \_\_\_\_\_. Purchaser shall provide Seller with 24 hours prior notice of inspection.

\_\_\_\_\_ **2.3 Contractor's Inspection.** An inspection of the property at Purchaser's expense, resulting in a report satisfactory to Purchaser. This contingency is to be removed within \_\_\_\_\_ business days from date of final acceptance of this Contract. Purchaser shall provide Seller with 24 hours prior notice of inspection.

\_\_\_\_\_ **2.4 Radon Inspection.** An inspection of the property at the expense of \_\_\_\_\_ for the presence of radon gas resulting in a report satisfactory to the Purchaser. This contingency is to be removed on or before \_\_\_\_\_.

\_\_\_\_\_ **2.5 Attorney Approvals.** Approval of contract language by:  
(a). Seller's attorney, within \_\_\_\_\_ business days from date of final acceptance of this contract.  
(b). Purchaser's attorney, within \_\_\_\_\_ business days from date of final acceptance of this contract.

\_\_\_\_\_ **2.6 Well and Septic.** A report satisfactory to Purchaser and Seller from an inspector authorized by the County Health Department approves the condition of the well and/or septic system. Seller agrees to promptly contract for an inspection upon execution of this contract. This contingency is to be removed on or before \_\_\_\_\_.

\_\_\_\_\_ **2.7 Title.** Approval of a commitment for an ALTA residential policy for title insurance issued through Liberty Title Agency. This contingency is to be removed on or before \_\_\_\_\_.

\_\_\_\_\_ **2.8 Sale of Purchaser's Property.** Check any that pertain to the Sale of Purchaser's property located at \_\_\_\_\_,  
\_\_\_\_ Obtaining a signed Sales Contract on Purchaser's property on or before \_\_\_\_\_.  
\_\_\_\_ Removal of all contingencies from a Sales Contract on Purchaser's property on or before \_\_\_\_\_.  
\_\_\_\_ Closing on the sale of Purchaser's Property on or before \_\_\_\_\_.

After Purchaser has removed the above contingency regarding the sale of Purchaser's property, Purchaser will be in default if Purchaser's financing contingency is not removed due to failure to sell said property.

**2.9 Other.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Contingencies:** If any contingency in this Contract is not removed in writing by a required date, this contract becomes voidable. After that date, and until the contingency is removed, either party may terminate the contract by written notice to the other at which time the earnest money will be returned to the Purchaser.

### 3. CLOSING

**3.1 Closing.** The closing shall occur on or before \_\_\_\_\_ at the offices of Liberty Title Agency or Purchaser's lender. Seller and Purchaser agree to pay their own customary closing fees imposed in connection with the sale transaction. Purchaser shall pay any mortgage closing fees in connection with the mortgage closing.

**3.2 Form of Conveyance.** Seller agrees to grant and convey by warranty deed a marketable title to the property, subject only to the encumbrances permitted by this contract. Seller will pay transfer tax when title passes.

**3.3 Prorations.** Association fees, fuel, insurance, interest, or rent, if any, are to be prorated as of the date of closing. Taxes will be prorated (check whichever one applies) \_\_\_ as if paid in advance or \_\_\_ as if paid in arrears, (check whichever one applies) \_\_\_ 360-day or \_\_\_ 365-day year basis to date of closing, based on the due date of the taxing authority. The settlement agent will retain from Seller \$ \_\_\_\_\_ to be applied to the final billing for water and sewer charges. After payment, any balance remaining will be remitted to Seller and any balance due will be paid by Seller.

**3.4 Benefit Charges.** Any "benefit charges" against the property made by any government authority or private association for installation of, or tap-in fees for, water service, sanitary sewer, and/or storm sewer service, for which charges have been made, incurred and/or billed before the date of closing, will be paid by Seller. Any charges incurred after closing will be paid by Purchaser.

**3.5 Special Assessments.** All special assessments that have been assessed and are a lien on the property at the date of closing will be paid by Seller. The cost of improvements that are subject to future assessments against the property assessed after the date of closing will be paid by Purchaser.

**3.6 Title Insurance.** Seller will provide an ALTA residential policy of title insurance, including a policy commitment prior to closing, issued through Liberty Title Agency, in the amount of the sale price, at Seller's expense.

**3.7 Possession.** Possession to be given on or before \_\_\_\_\_. From and including the date of closing, up to but not including the date of vacating property as agreed, Seller will pay the sum of \$\_\_\_\_\_ per day. The settlement agent will retain in escrow from Seller at closing the sum of \$\_\_\_\_\_ for occupancy between the time of closing and delivery of keys by Seller to Purchaser. Within ten (10) days after delivery of keys by Seller, the settlement agent will disburse the balance, if any, of this escrow according to the terms of the escrow agreement.

**3.8 Compliance with Assessment.** Seller represents that if Seller acquired title after January, 1995, Seller has complied with Public Act 415 of 1994; MCLA 211.27, requiring the disclosure of the purchase price to the local assessor.

#### **4. MISCELLANEOUS**

**4.1 Casualty Loss.** Until delivery of deed, risk of loss by fire, windstorm or other casualty is assumed by Seller.

**4.2 Binding Contract; Assignment; Survival.** This Contract binds Purchaser, Seller, their heirs and personal representatives, and anyone succeeding to their interest in the property. Purchaser will not assign this Contract without Seller's prior written permission which may be withheld in Seller's sole discretion. Unless modified or waived in writing, all covenants, warranties and representations contained in this Contract shall survive the closing.

**4.3 Default.** If Purchaser defaults, Seller may pursue legal remedies, or may cancel the Contract and claim the earnest money as liquidated damages. If Seller defaults, Purchaser may enforce this contract, demand a refund of the earnest money in termination of this Contract, or pursue legal remedies. TIME IS OF THE ESSENCE FOR THE PERFORMANCE OF THIS CONTRACT.

**4.4 Warranty.** Seller warrants that all equipment and improvements, except those excluded below will be in working condition at time of possession, and that premises will be free and clear of refuse and debris. Excluded from this warranty: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

PURCHASER ACKNOWLEDGES HAVING BEEN ADVISED TO HAVE A CONTRACTOR'S INSPECTION OF THE PROPERTY. PURCHASER \_\_\_\_\_ DOES ACKNOWLEDGE RECEIPT OF THE SELLER'S DISCLOSURE STATEMENT AND LEAD BASED PAINT ADVISORY BOOKLET \_\_\_\_\_  
Initials Initials

**4.5 Facsimile/FAX Authority.** Offers, acceptances, and notices required by this Contract can be delivered by Facsimile/FAX and/or Electronic copy.

**4.6 Brokers.** Purchaser warrants to Seller that no broker or agent is entitled to any commission arising from this Contract other than \_\_\_\_\_  
\_\_\_\_\_ who is to receive a commission in the amount of \$ \_\_\_\_\_ to be paid by \_\_\_\_\_

Purchaser hereby indemnifies and holds Seller harmless from any loss, cost or damage, including without limitation, reasonable attorney's fees, arising from any breach of this warranty. This warranty shall survive the closing.

**4.7 Contract.** Provision of this form to Buyer by Seller does not constitute an offer to sell the property, nor does any return of this unsigned form by Seller to Purchaser with suggested revisions. A Contract will be formed only upon the execution by Seller of a fully completed Contract previously executed by Purchaser.

\_\_\_\_\_  
Witness: PURCHASER: (Date)

\_\_\_\_\_  
Witness: PURCHASER: (Date)

\_\_\_\_\_  
Witness: SELLER: (Date)

\_\_\_\_\_  
Witness: SELLER: (Date)

I HAVE RECEIVED A FULLY EXECUTED COPY OF THIS CONTRACT.

PURCHASER'S INITIALS \_\_\_\_\_ SELLER'S INITIALS \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**ADDENDUM**

WITH REFERENCE TO A REAL ESTATE SALE/PURCHASE CONTRACT Dated: \_\_\_\_\_

between \_\_\_\_\_ ("Seller")

and \_\_\_\_\_ ("Purchaser")

for the property commonly known as \_\_\_\_\_

THE SALE/PURCHASE CONTRACT IS AMENDED/SUPPLEMENTED AS FOLLOWS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness: PURCHASER: (Date)

\_\_\_\_\_  
Witness: PURCHASER: (Date)

\_\_\_\_\_  
Witness: SELLER: (Date)

\_\_\_\_\_  
Witness: SELLER: (Date)

PURCHASER'S RECEIPT: The undersigned Purchaser's acknowledge receipt of Seller's signed acceptance of this Addendum.

\_\_\_\_\_  
PURCHASER: PURCHASER: (Date)



Property Address \_\_\_\_\_  
 Street \_\_\_\_\_  
 City, Village, Township \_\_\_\_\_ **MICHIGAN**

**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-based paint hazards is recommended prior to purchase.

**I. Seller's Disclosure (initial)**

- \_\_\_\_\_ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):  
\_\_\_\_\_
  - Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- \_\_\_\_\_ (b) Records and reports available to the seller (check one below):
- Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):  
\_\_\_\_\_
  - Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Seller certifies that to the best of his/her knowledge, the Seller's statements above are true and accurate.

Date: \_\_\_\_\_ Seller(s) \_\_\_\_\_  
 Date: \_\_\_\_\_

**II. Agent's Acknowledgment (initial)**

\_\_\_\_\_ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Agent certifies that to the best of his/her knowledge, the Agent's statement above is true and accurate.

Date: \_\_\_\_\_ Agent \_\_\_\_\_

**III. Purchaser's Acknowledgment (initial)**

- \_\_\_\_\_ (a) Purchaser has received copies of all information listed above.  
 \_\_\_\_\_ (b) Purchaser has received the federally approved pamphlet *Protect Your Family From Lead In Your Home*.  
 \_\_\_\_\_ (c) Purchaser has (check one below):
- Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
  - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Purchaser certifies to the best of his/her knowledge, the Purchaser's statements above are true and accurate.

Date: \_\_\_\_\_ Purchaser(s) \_\_\_\_\_  
 Date: \_\_\_\_\_

# Sellers Estimated Proceeds Worksheet

1. **Your Selling Price**..... \$ \_\_\_\_\_

**PLUS Your Credits**

Prorated Property Taxes<sup>1</sup> + \_\_\_\_\_

Prorated Rents (if appropriate) + \_\_\_\_\_

Personal Property  
(e.g., appliances or other items for which  
the Seller is paying, but which are not  
included in your home's selling price) + \_\_\_\_\_

2. **Your Credits**..... = \$ \_\_\_\_\_

3. **Total Amount Due to You**..... \$ \_\_\_\_\_

Add Your Selling Price (#1) and Your Credits (#2) to find the total amount due to you

**MINUS Your Expenses**

Mortgage Payoff (on closing date) + \_\_\_\_\_

Any Other Liens on the property + \_\_\_\_\_

Legal Fees + \_\_\_\_\_

Title Work<sup>2</sup> + \_\_\_\_\_

Recording or Notary Fees + \_\_\_\_\_

Transfer Taxes<sup>3</sup> + \_\_\_\_\_

Surveys and Inspections<sup>4</sup> + \_\_\_\_\_

Repairs<sup>4</sup> + \_\_\_\_\_

Other + \_\_\_\_\_

4. **Your Expenses**..... = \$ \_\_\_\_\_

5. **Total Estimated Proceeds After Closing**.. \$ \_\_\_\_\_

Subtract Your Expenses (#4) from The Total Amount Due To You (#3).

This amount is Your Estimated Proceeds After Closing (#5).

<sup>1</sup> In Michigan it is customary for the Buyer to reimburse the Seller for property taxes which are assumed to be "paid in advance" (e.g. if you close on October 1, the Seller is reimbursed for 2/12 of the previous December bill and 9/12 of the July bill.) Go to [libertytitle.com](http://libertytitle.com) for further information.

<sup>2</sup> For an estimate of title insurance visit our website at <http://www.libertytitle.com/rate-calculator/>

<sup>3</sup> In Michigan the transfer tax is \$8.60/\$1,000.

<sup>4</sup> These items are negotiable and are not required from the Seller in every home sale.

Final actual proceeds cannot be determined until the day of closing and may be affected by credits and expenses which are not listed on this worksheet. You should consult your attorney, settlement agent or Title Company for a more accurate listing of your home-selling credits and expenses. Therefore, Liberty Title disclaims any liability for loss or damage which may be incurred by reason of the use of this worksheet.





**LIBERTY TITLE**

THE CLOSING AND TITLE EXPERTS

**EARNEST MONEY ESCROW AGREEMENT**

**File No.:** \_\_\_\_\_

**Seller:** \_\_\_\_\_

**Purchaser:** \_\_\_\_\_

**Property:** \_\_\_\_\_

**Date:** \_\_\_\_\_

The undersigned Seller and Purchaser are parties to Real Estate Sale/Purchase Contract dated \_\_\_\_\_ and covering the above referenced property. The undersigned hereby deposit with Liberty Title Agency ("Escrow Agent") the sum of \$ \_\_\_\_\_ ("Funds") to be held by the Escrow Agent under the following terms and conditions:

- 1) Upon mutual agreement of Seller and Purchaser the Funds shall be either applied towards the purchase price at closing or disbursed as directed by Seller and Purchaser.
- 2) In the event of any dispute between the parties as to the disposition of the Funds, Escrow Agent may decline to disburse the Funds unless it receives written instructions signed by all parties. Escrow Agent may also interplead the Funds with the Circuit Court or commence a small claims court action in order to receive court order directing it how to disburse said funds. In the event court proceedings are instituted, Escrow Agent may recover its reasonable attorney's fees, court costs and employee costs involved in such proceedings, deducting the sum from said funds.
- 3) At its election, Escrow Agent may elect to submit any dispute regarding the Funds or this Agreement to the small claims division of an appropriate District Court. The Undersigned consent to the jurisdiction of the small claims division of the appropriate District Court and agree to be bound by any judgment rendered by the small claims division of the appropriate District Court.
- 4) Escrow Agent shall not be liable for any loss or damage resulting from any loss or impairment of escrowed funds due to the failure, insolvency or suspension of a financial institution.
- 5) Escrow Agent is not under any duty to invest the Funds on behalf of either Purchaser or Seller. Escrow Agent may commingle the Funds with other deposits held by Escrow Agent.
- 6) The undersigned jointly and severally indemnify and hold Liberty Title harmless for any loss, cost or damage which it may suffer from acting as escrow agent, except for damages caused by its willful negligence or intentional misconduct.
- 7) The undersigned agree that if Escrow Agent has not received directions for the disbursement or a notice of dispute regarding disbursement of the Funds by \_\_\_\_\_ the Funds are to be disbursed to the Purchaser less a \$50.00 administrative fee which is to be retained by Escrow Agent.
- 8) This agreement may not be modified or amended in any way except by written agreement executed by Purchaser, Seller, and Escrow Agent.

Signed and dated:

**Purchaser(s):**  
\_\_\_\_\_

**Seller(s):**  
\_\_\_\_\_

**Purchaser(s) Forwarding Address:**  
\_\_\_\_\_

**Seller(s) Forwarding Address:**  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Purchaser(s) Email and Phone Number:**  
\_\_\_\_\_

**Seller(s) Email and Phone Number:**  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# MORTGAGE PAYOFF/ASSUMPTION REQUEST AND AUTHORIZATION

Please Complete All Lines Marked With ▶

▶ TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
*SELLER'S MORTGAGE COMPANY*

▶ PHONE NO: \_\_\_\_\_ EXT: \_\_\_\_\_

▶ PROPERTY ADDRESS: \_\_\_\_\_

▶ MORTGAGOR(S): \_\_\_\_\_

▶ YOUR LOAN NO: \_\_\_\_\_

▶ PLEASE BE ADVISED THAT I/WE HAVE SOLD THE ABOVE CAPTIONED PROPERTY AS FOLLOWS:

- ON LAND CONTRACT
- PURCHASER WILL ASSUME YOUR MORTGAGE
- YOUR MORTGAGE WILL BE PAID OFF

▶ YOU ARE HEREBY AUTHORIZED AND DIRECTED TO FURNISH LIBERTY TITLE AGENCY THE FOLLOWING INFORMATION ON YOUR LOAN:

- PAYOFF FIGURES AS OF \_\_\_\_\_ WITH PER DIEM.
- ASSUMPTION FIGURES, MONTHLY PAYMENT, INTEREST RATE, PREPAYMENT PENALTY, ESCROW BALANCE
- COMPLETE INSURANCE INFORMATION

▶ \_\_\_\_\_  
*MORTGAGOR* *SOCIAL SECURITY NUMBER*

▶ \_\_\_\_\_  
*MORTGAGOR* *SOCIAL SECURITY NUMBER*

PLEASE SEND THE INFORMATION TO: LIBERTY TITLE AGENCY

NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

FILE NO: \_\_\_\_\_

**NOTE: IF THIS IS A HOME EQUITY/CREDIT LINE, PLEASE FREEZE THE ACCOUNT.**  
PLEASE CONTACT US IF YOU HAVE ANY QUESTIONS

# Homeowners Association/Condominium Status

Please Complete All Lines Marked With ►

► Property Address: \_\_\_\_\_

► Seller's Name: \_\_\_\_\_

► Condominium Name: \_\_\_\_\_

► Amount of Dues per 1 billing cycle: \$ \_\_\_\_\_

► Are dues paid: cycle?

( ) Monthly

( ) Quarterly

( ) Annually

( ) Other \_\_\_\_\_

► Are dues paid current?

( ) Yes / Date paid \_\_\_\_\_  
*Month/Day/Year*

( ) No / Amount in arrears \$ \_\_\_\_\_  
*Amount due to bring current*

► PAID DUES Period Covered: \_\_\_\_\_ to \_\_\_\_\_  
*Month/Day/Year Month/Day/Year*

► ARREAR DUES Period Owing: \_\_\_\_\_ to \_\_\_\_\_  
*Month/Day/Year Month/Day/Year*

► Name: \_\_\_\_\_  
*Condominium Management Company or Association Name*

► Contact: \_\_\_\_\_  
*Contact Person or Association Manager-Treasurer*

► Phone No: \_\_\_\_\_ ► Fax No: \_\_\_\_\_

► Email (if known): \_\_\_\_\_

*We authorize management to confirm this information and to provide Liberty Title with a membership transfer packet and a final bill.*



SELLER

SELLER

(Date)

PLEASE SEND THE INFORMATION TO: LIBERTY TITLE AGENCY

NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

FILE NO: \_\_\_\_\_

# Buyers Information Sheet

PLEASE FILL OUT COMPLETELY

Name (1): \_\_\_\_\_

Email (1): \_\_\_\_\_

Name (2): \_\_\_\_\_

Email (2): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name (1)

Name (2)  Check if same home # as (1)

Home Phone No: \_\_\_\_\_

Work No: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

New Mortgage Lender: \_\_\_\_\_

Lender Address: \_\_\_\_\_

Loan No: \_\_\_\_\_

Contact/Loan Officer: \_\_\_\_\_

Lender Phone No: \_\_\_\_\_ Ext: \_\_\_\_\_

Mortgage Amount: \$ \_\_\_\_\_

Type of Loan:

( ) Conventional

( ) FHA

( ) VA

Note: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Sellers Information Sheet

PLEASE FILL OUT COMPLETELY

Name(1): \_\_\_\_\_

Email (1): \_\_\_\_\_

Name (2): \_\_\_\_\_

Email (2): \_\_\_\_\_

Mailing \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name (1)

Name (2)  Check if same home # as (1)

Home Phone No: \_\_\_\_\_

Work No: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

1st Mortgage held by: \_\_\_\_\_

Loan No: \_\_\_\_\_

Lender Phone No: \_\_\_\_\_ Ext: \_\_\_\_\_

( ) Payoff Request Attached

2nd Mortgage held by:

Loan No: \_\_\_\_\_

Lender Phone No: \_\_\_\_\_ Ext: \_\_\_\_\_

( ) Payoff Request Attached

Other Liens/Loans against property held by: \_\_\_\_\_

\_\_\_\_\_

Loan/Account No(s) \_\_\_\_\_

Phone No(s) \_\_\_\_\_

Forwarding Information **After Closing**: Phone: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

WWW.LIBERTYTITLE.COM

855.343.8830

SERVING SOUTHEASTERN MICHIGAN

# Safety Tips

One of the things people take for granted when showing their home is safety. When you put your home up for sale and start inviting strangers into your house, you need to consider some of them may not have good intentions. Here are a few practical tips to keep you and your family safe.

- Never show your home alone.
- Store all your valuables out of sight.
- If you have guns, store them at a family or friends house if possible. If not, make sure they are locked and out of sight.
- Get some personal information from the person(s) who want to see your home, such as a name, telephone number and where they work.
- Call the number they gave you and confirm the appointment. This will verify that the information they gave you is correct.
- Put the visitors personal information in a book or folder. Give this information to a trusted friend for safekeeping.
- Have the person(s) you are showing your house to stay together. Stay with them at all times.
- Try and make arrangements for your kids to go to a friend's house.
- If the house is vacant and you are meeting the person(s) there, do not park your car where it can be blocked in.

We forget that Realtors® offer safety as well as help when selling our homes. Realtors® usually get personal information on people whom they are showing property to such as where they live and work. They also tend to have the person(s) meet them at their office so they can all ride in the Realtors® car. This way the person(s) have to leave their car in the Realtors® parking lot. Realtors® also try to keep people together when showing your home so they do not have to worry about theft. Realtors® also usually pre-qualify the people prior to showing them your home so you know that the person(s) looking can actually afford to buy your house.