



# Vacant Land SALES CONTRACT • Page 1 of 5

Seller's Broker \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Broker's license # \_\_\_\_\_  
 Seller's agent \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Email \_\_\_\_\_  
 Agent's license # \_\_\_\_\_

Buyer's Broker \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Broker's license # \_\_\_\_\_  
 Buyer's agent \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Email \_\_\_\_\_  
 Agent's license # \_\_\_\_\_

**1. Seller and Buyer acknowledge receipt of the State of Michigan "Disclosure Regarding Real Estate Agency Relationships."**

**2. Property, Parties, Dates:** For the property known as \_\_\_\_\_,  
 \_\_\_\_\_ this offer is dated \_\_\_\_\_, and is between:

Seller \_\_\_\_\_  
 Address \_\_\_\_\_ and  
 Buyer \_\_\_\_\_  
 Address \_\_\_\_\_

The contract date will be the date of final acceptance, as stated in paragraph 41. Whenever a number of days is specified in this contract, the number is calendar days.

**3. Conveyance:** Seller agrees to sell and convey, subject to visible easements and encroachments, to easements and restrictive covenants of record and the lien of taxes not yet due and payable at time of closing, and Buyer agrees to purchase, the property situated in the  City  Township  Village of \_\_\_\_\_, County of \_\_\_\_\_, Michigan, as identified above. Legal description: \_\_\_\_\_ and as completely described in the title insurance commitment.

Tax ID # \_\_\_\_\_

**4. Sale price** \_\_\_\_\_ Dollars \$ \_\_\_\_\_

**5. Earnest Money Deposit (EMD):** \_\_\_\_\_ Dollars \$ \_\_\_\_\_

EMD will be deposited in the escrow account of:  Buyer's Broker  Seller's Broker  Title Company within two banking days after Broker has received notice that the offer to purchase has been accepted by all parties, until closing, at which time it will be credited to Buyer. Should this contract not close, the EMD will be handled as specified in R339.22313(6), Michigan Administrative Rules, Real Estate Brokers and Salespersons. A written agreement signed by Seller and Buyer will be required confirming that there is no dispute as to the disbursement of funds. If a dispute exists, the EMD will not be released without the written consent of both parties or a court order. If held under an escrow agreement, the EMD will be released in accordance with the terms of the escrow agreement.

**6. Funds and Terms:**  New Mortgage  Land Contract (see Land Contract Addendum)  Cash. Buyer will pay the balance of the sale price, together with closing costs and escrow deposits, in collected funds at the time of closing. Buyer is responsible for the performance of Buyer's lender. Failure of Buyer's lender to have funds available for disbursement at the time of the scheduled closing may result in Buyer's default.

**7. Fees:** A transaction fee of \$ \_\_\_\_\_ will be paid to Buyer's Broker by Buyer at closing.

**8. Seller Concessions:** Seller agrees to provide Buyer with concessions in the amount of \$ \_\_\_\_\_ or \_\_\_\_% to be applied to the Buyer's closing costs including, but not limited to, settlement fees, loan costs, real estate commissions, or other fees incurred by the purchaser. Buyer is responsible for confirming limitations on Seller's Concessions with Buyer's lender.

**9. Seller Contribution to Buyer's Brokerage Fee:** At Closing, Seller agrees to pay, or cause to be paid, to the Buyer's broker, a commission equal to \$ \_\_\_\_\_ or \_\_\_\_\_% of the purchase price.

**10. Other:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

BUYER'S INITIALS \_\_\_\_\_

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



RE: The Property Known as: \_\_\_\_\_  
(STREET) (CITY) (ZIP)

**11. Inclusions:** This sale includes all fixtures, improvements, landscaping and appurtenances attached to the property as of this date as well as the following personal property for which a bill of sale shall be given.

\_\_\_\_\_

\_\_\_\_\_

**12. Exclusions:** Excluded from this contract are the following: \_\_\_\_\_

\_\_\_\_\_

**13. Property condition:** Seller represents that all equipment and improvements are in working condition, with the exception of:

Unless otherwise agreed in writing, Seller will deliver and Buyer will accept the property in the same "as-is" condition as when this contract was written. Seller will remove all trash and debris from the property. Seller and Buyer agree that neither party has relied on any representation of Broker or Broker's agents concerning the fitness and condition of the property.

**14. Limitations:** Broker and Broker's agents assume no responsibility for the condition of the property nor for the performance of this contract by any or all parties. Seller and Buyer agree to hold Brokers and Broker's agents harmless in the performance of this contract unless there has been misrepresentation or fraud. All claims or lawsuits which either party may have against either Broker and Broker's agents relating to their services must be filed no more than one year after the date of closing. The parties waive any statute of limitations to the contrary.

**15. Casualty loss:** Seller retains the risk of loss by fire, windstorm, or otherwise until delivery of the deed or land contract. If the property is destroyed or substantially damaged before closing, at Buyer's option, this contract may become null and void, or Buyer may accept the property and take an assignment of insurance proceeds as available.

**16. Assessments and Benefit Charges:** All assessments, municipal, association, or otherwise, including future installments, that have been assessed against the property by 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 Buyer. Any benefit charges against the property made by any governmental authority or utility company for installation or tap-in fees for utility services, water, sanitary sewer, storm sewer, gas, electric, telephone, and cable lines for which charges have been made, incurred or billed before the date of closing, will be paid by Seller. Charges incurred after closing will be paid by Buyer.

**17. Seller has no knowledge of any pending assessments or benefit charges that have not been disclosed in writing to Buyer.**

**18. Prorations:** Rents, insurance, interest, and association fees, where applicable, are to be prorated as of the date of closing on a 30-day month, 360-day year basis. Seller represents that Seller has filed all required transfer affidavits disclosing the sale price to the local Assessor.

**19. Transfer Fees:** Condominium/cooperative transfer fee, association fee, or rush fee, will be paid by  Seller  Buyer.

**20. Tax proration:** Taxes will be prorated based on a 30-day month, 360-day year, as follows:

- Taxes will be prorated as if paid in advance, based on the due date of the taxing authority. (commonly used in Washtenaw, Lenawee, Livingston, Wayne and Oakland Counties and parts of Monroe County)
- Taxes will be prorated as if paid in arrears, based on the calendar year of the taxing authority. (commonly used in Jackson and Ingham Counties and parts of Monroe County)
- No tax proration will be paid. Seller will pay the taxes which are due before the date of closing. Buyer will pay taxes which are due on or after the date of closing.

**21. Walk-through:** Buyer has the right to walk the property within forty-eight hours prior to closing and at the surrender of possession by Seller.

**22. Form of Conveyance:** Seller agrees to grant and convey, as above required, by  Warranty Deed  Covenant, Trust or Fiduciary Deed  Washtenaw County Bar Association form of Land Contract, a marketable title to the property. If the property is a cooperative, Seller will convey by stock transfer. Seller will pay transfer taxes when title passes. If the property is neither a condominium unit nor a platted lot, Seller will convey the right to make \_\_\_\_\_ land divisions.

**23. Closing:** Closing of this purchase to be on or before \_\_\_\_\_

**24. Possession:** Possession will be given  at closing,  \_\_\_\_\_ days after closing by \_\_\_\_\_  am /  pm,  
or  \_\_\_\_\_

BUYER'S INITIALS \_\_\_\_\_

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



RE: The Property Known as: \_\_\_\_\_ (STREET) \_\_\_\_\_ (CITY) \_\_\_\_\_ (ZIP)

**25. Title Insurance:** Seller will provide:

- An ALTA Homeowner's policy of title insurance
- An ALTA Owner's policy of title insurance without standard exceptions
- An ALTA Owner's Policy of title insurance with standard exceptions

Which will be delivered at closing and dated as of the date of closing or the date of recording of the instrument conveying title to the Buyer, whichever is later, (at no additional cost to Seller or Buyer) along with any title affidavit required by the title company. Buyer will provide any mortgage report required by the title company for removing standard exceptions or for issuance of the mortgage title insurance policy. Any special exception will be subject to Buyer's approval. Monetary encumbrances not assumed by Buyer will be paid by Seller by closing.

**26. Notices:** Offers, counteroffers, acceptances and notices required by this contract delivered in person, by mail, fax, email, scan, and other electronic methods of transmission will be binding. Definitions of delivery follow: personal delivery shall mean the time that the recipient receives the notice; delivery by mail shall be one day after the notice is mailed; for email, scan, and other electronic methods of transmission, delivery shall mean the time that the notice is sent.

**27. Financing:**  This contract is contingent upon Buyer qualifying for and obtaining a mortgage commitment as designated below for which buyer agrees to apply, and cause the appraisal to be ordered, within \_\_\_\_\_ days of final acceptance.

- Conventional  Construction Loan  Other \_\_\_\_\_
- The loan commitment must be in an amount of \$ \_\_\_\_\_ or \_\_\_\_\_% of the sales price.

Buyer will provide evidence of the mortgage application and appraisal order from Buyer's lender within \_\_\_\_\_ days of final acceptance. If such evidence is not provided in the time frame, Seller may void this contract. Buyer to notify Seller in writing regarding mortgage approval or denial by  \_\_\_\_\_ or within  \_\_\_\_\_ days of final acceptance or this contingency will be deemed waived.

**28. Buyer  does  does not acknowledge receipt of the Vacant Land Disclosure. Buyer acknowledges having been advised to have the property inspected. All parties acknowledge that a Vacant Land Disclosure is not required by State law.**

**29. HAZARDOUS WASTE: SELLER  HAS  DOES NOT HAVE KNOWLEDGE OF ANY TOXIC, HAZARDOUS OR ENVIRONMENTALLY DANGEROUS WASTES ON THE PROPERTY, NOR ANY KNOWLEDGE OF THE PROPERTY EVER HAVING BEEN USED AS A DUMP SITE.**

**30. THIS CONTRACT IS CONTINGENT UPON THE FOLLOWING GOVERNMENTAL APPROVALS. IN THE EVENT ANY GOVERNMENTAL APPROVAL IS NOT OBTAINED ON OR BEFORE \_\_\_\_\_ EITHER PARTY MAY VOID THE CONTRACT, AT WHICH TIME THE EARNEST MONEY WILL BE RETURNED TO BUYER. ONLY CHECKED ITEMS APPLY.**

- SEPTIC SYSTEM:** County Health Department approval for the installation of an on-site sewage disposal system acceptable to Buyer. Necessary soil testing shall be obtained by and paid for by  Buyer  Seller.
- WELL:**
  - County Health Department approval of an installed well in a location acceptable to the Buyer prior to closing. All testing and installation costs shall be performed at the direction of and paid for by  Buyer  Seller.
  - All testing and installation costs incurred by Seller in connection with an approved well shall be reimbursed by Buyer at closing or in the event the closing does not occur as a result of Buyer's default under the terms of the purchase agreement.
  - Buyer and Seller acknowledge that the Property is located in a "Well First Area" designated by \_\_\_\_\_ County Health Department.
- DRIVEWAY PERMIT:** Buyer obtaining a permit for the installation of a residential driveway in a location acceptable to Buyer.
- LAND DIVISION:** Seller obtaining local governmental approval under the Land Division Act and appropriate ordinance, if any.

**31. THIS CONTRACT IS CONTINGENT UPON BUYER'S SATISFACTION WITH THE FOLLOWING ITEMS. THESE CONTINGENCIES SHALL BE DEEMED WAIVED UNLESS BUYER OBJECTS ON OR BEFORE \_\_\_\_\_.**

BUYER'S INITIALS \_\_\_\_\_

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



RE: The Property Known as: \_\_\_\_\_ (STREET) \_\_\_\_\_ (CITY) \_\_\_\_\_ (ZIP)

**ONLY CHECKED ITEMS APPLY:**

- ZONING/BUILDING PERMIT:** Buyer's satisfaction that a zoning compliance permit and all other permits necessary for construction on the property can be obtained.
- SURVEY:** Buyer's approval of a new "Stakes in Place" survey of the property. The survey shall be obtained by and the cost shall be paid by  Seller  Buyer.
- EASEMENTS & BUILDING RESTRICTIONS:** Buyer's approval of any easements, rights-of-way and/or use restrictions.
- UTILITIES:** Buyer's approval as to the availability of utilities.

32. **Private Road:**  The property abuts a private road which has not been accepted as a public road and is not required to be maintained by the county road commission or other public or municipal body.

33. **BUILDER APPROVAL:** This contract is contingent upon buyer's satisfaction with buyer's builder review and recommendations with regard to the suitability of the site for buyer's intended use. This contingency shall be deemed waived unless buyer objects on or before \_\_\_\_\_.

34. **SELLER GRANTS BUYER ACCESS TO THE PROPERTY FOR ALL ITEMS IDENTIFIED ABOVE TO BE THE RESPONSIBILITY OF THE BUYER. In connection with access given to Buyer, Buyer will:**

1. Hold Seller harmless from any and all liabilities arising from such activities;
2. Pay all costs of any testing procedures; and,
3. Pay for refilling any excavation and repairing any damage incurred during testing

35. **Attorney Approvals:** The following contingencies will be deemed waived if no objection is made during the time frame.

- Approval of contract by Seller's attorney within \_\_\_\_\_ days from final acceptance.
- Approval of contract by Buyer's attorney within \_\_\_\_\_ days from final acceptance.
- Approval of current commitment for an Owner's policy of title insurance and associated recorded documents by Buyer's attorney within \_\_\_\_\_ days from its receipt by Buyer. Waiver of this contingency will be subject to any substantive revisions to the title commitment and to a mortgage report/stake survey, if any, showing any objectionable encroachments.
- Approval of condominium, association or cooperative documents by Buyer's attorney within \_\_\_\_\_ days of their receipt by Buyer or Buyer's attorney. Documents will be provided by Seller at Seller's expense within \_\_\_\_\_ days of final acceptance. For purposes of this paragraph, condominium documents shall include: master deed, bylaws, and minutes from most recent annual meeting, current financial statements, annual budget, and disclosure of any and all fees payable to the association at the time of sale.

36. **Private Road:**  The property abuts a private road which has not been accepted as a public road and is not required to be maintained by the county road commission or other public or municipal body.

37. **Sale of Buyer's property:**  This contract is contingent upon successful completion of the following regarding the property at: \_\_\_\_\_

The following contingencies will be deemed waived unless Buyer notifies Seller within the time frame set forth below of Buyer's inability to perform.

- Obtaining a signed sales contract on Buyer's property within \_\_\_\_\_ days of final acceptance.
- Obtaining a non-contingent signed sales contract on said property within \_\_\_\_\_ days of final acceptance.
- Closing on the sale of above property within \_\_\_\_\_ days of final acceptance.

Buyer agrees to list said property with a REALTOR, enter the listing into the local Multiple Listing Service, and make the property available for showings within \_\_\_\_\_ days from the date of final acceptance.

After Buyer has removed or waived all of the contingencies regarding the sale of Buyer's property, Buyer will be in default if Buyer's mortgage is not approved because of failure to sell said property.

BUYER'S INITIALS \_\_\_\_\_

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



RE: The Property Known as: \_\_\_\_\_  
(STREET) (CITY) (ZIP)

- 38. Limited time clause:** If this contract is contingent upon the sale of Buyer's property, Buyer acknowledges that this property is not being taken off the market by this contract. If a back-up contract is accepted on this property prior to removal of all contingencies regarding the sale of Buyer's property, Buyer will have \_\_\_\_\_ days from receipt of Seller's written notification to Buyer to remove all the contingencies regarding the sale of said property and provide written verification from lender that Buyer does not need to sell said property in order to obtain financing for this property. If these requirements are not met this contract becomes null and void.
- 39. Back-up Contract:**  This contract is secondary to a first accepted contract that contains contingencies which Seller reserves the right to extend or modify. If the first contract is terminated for any reason, this back-up contract will become primary upon receipt by Buyer of written notification. Seller agrees to notify Buyer in writing within two days of dissolution of the first contract. For purposes of computing time limits, the date of final acceptance of this contract as primary shall be deemed the date on which the Buyer receives written notice. Buyer may withdraw this back-up contract at any time prior to receipt of notification of dissolution of the first contract.
- 40. Binding contract and assignment:** This contract binds Buyer, Seller, their heirs and personal representatives. Should Buyer assign this contract without Seller's written permission, Buyer will remain personally liable for the performance of the contract. Unless modified or waived in writing, all covenants, warranties, and representations contained herein will survive the closing.
- 41. Default:** If Buyer defaults, Seller may elect to claim the earnest money as liquidated damages. If either Seller or Buyer defaults, the damaged party may pursue any legal and equitable remedies. TIME IS OF THE ESSENCE FOR THE PERFORMANCE OF THIS CONTRACT.
- 42.** The Seller represents that they are not a foreign person as that term is defined under Section 1445 of the Internal Revenue Code (26 USC §1445).
- 43.** All parties are advised to seek the advice of an attorney.

<b>Buyer:</b>	_____	Date: _____	<b>Seller:</b>	_____	Date: _____
	_____	Date: _____		_____	Date: _____

- 44. Final Acceptance:**  Buyer  Seller accepts this offer as written. All terms and conditions have been agreed upon.

_____	Date: _____
_____	Date: _____

The next day following the date of delivery of the final acceptance will be deemed "Day 1" for contingency time frames.

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BUYER'S INITIALS \_\_\_\_\_

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