



Offer to Purchase

1. BUYER'S OFFER: The undersigned Buyer hereby offers and agrees to purchase the following property situated in the city/township of \_\_\_\_\_, County of \_\_\_\_\_, Michigan. Tax ID: \_\_\_\_\_ Legally described as \_\_\_\_\_

Commonly known as \_\_\_\_\_, together with all improvements and appurtenances, if any, now in or on the premises, including all buildings; all gas, oil, and mineral rights owned by the Seller; all keys and copies; built-in-appliances; lighting fixtures; plumbing fixtures; water softener (unless rented); water pump; pressure tanks; heating fixtures; fuel tanks including fuel in tanks; incinerator; electrical fixtures; ceiling fans; attached generators; alarm system including cameras; wired smart home devices; radio and television antennas and any mechanical controls; satellite dish; attached TV mounting brackets; awnings, shutters; all window treatments, shades, blinds, curtains, drapes, rods and related hardware; attached mirrors; attached floor coverings; fireplace doors, screens, gas logs; garage door opener and controls; screens, storm windows and doors; landscaping, fences, invisible inground fencing and related equipment; mailboxes; pool and all pool equipment, if any; all items listed on MLS# \_\_\_\_\_ and the following items

The following items are NOT included \_\_\_\_\_

2. SALES PRICE IS: \$ \_\_\_\_\_, ( \_\_\_\_\_ Dollars)

3. METHOD OF PAYMENT: The sale to be consummated by; \_\_\_ A, \_\_\_ B, \_\_\_ C

A. CASH SALE: Seller is to deliver a Warranty Deed conveying marketable title. Buyer will make payment in U.S. currency by certified check or wired funds as determined acceptable by the closing agent.

B. CASH SALE WITH NEW MORTGAGE: Seller is to deliver a Warranty Deed conveying marketable title. Buyer will make payment of purchase money in cash or certified funds. This agreement is contingent upon the Buyer being able to secure a \_\_\_\_\_ mortgage in the amount of \_\_\_\_\_ % of the sales price and pay \_\_\_\_\_ % of the sales price down plus mortgage costs, prepaid items, and adjustments in cash. Buyer agrees to apply for such mortgage within \_\_\_\_\_ calendar days from Seller's acceptance of this offer to purchase, or from the date Buyer receives an acceptable inspection report pursuant to Section 16 if applicable, and to execute the mortgage as soon as the mortgage application is approved and a closing date is obtained from the lending institution. Buyer agrees to make a good faith effort to obtain said mortgage. If a firm commitment for such mortgage cannot be obtained within \_\_\_\_\_ calendar days from the date of Seller's acceptance, at either party's written option, this offer may be declared null and void and the deposit shall be returned to Buyer in full.

C. CASH SALE WITH NEW LAND CONTRACT. See attached Land Contract Addendum.

4. APPRAISAL: Regardless of the payment method selected above the parties agree that if the appraised value of the property is less than the sales price herein, Buyer may declare in writing that this Agreement is null and void and the deposit shall be refunded to the Buyer in full.

5. MORTGAGE CONCESSION: Seller agrees to pay \$ \_\_\_\_\_ or \_\_\_\_\_ % of the sales price toward Buyer's mortgage closing costs and/or mortgage prepaid items, and/or mortgage discount points, and/or any other costs required by Purchaser's lender to obtain a mortgage.

6. BUYER BROKER COMMISSION: Seller agrees to pay, \$ \_\_\_\_\_ or \_\_\_\_\_ % of the sales price, on behalf of the Buyer to National Realty Centers.

**7. CLOSING:** If this offer is accepted by Seller, and if title can be conveyed in the condition required hereunder, Buyer and Seller agree to close on or before \_\_\_\_\_ at a mutually agreed upon location.

**8. OCCUPANCY:** Seller shall remove all personal property and refuse from the building(s) and land prior to delivering possession to the Buyer, consistent with Section 1 of this Agreement.

If Seller occupies the property, Seller shall deliver occupancy / possession of the property as follows:

\_\_\_ Immediately after closing.

\_\_\_ On or before 5:00 P.M. \_\_\_\_\_ days after closing. From the date of closing until the date of vacating the property as agreed, Seller shall pay the sum of \$\_\_\_\_\_ per day in reasonable rent. The Broker or title company acting as an escrow agent, shall retain from the amount due Seller at closing, the sum of \$\_\_\_\_\_ as security for said occupancy charge, paying to the Buyer the amount due, and returning to the Seller the unused portion as determined by the date the property is vacated and keys are surrendered to Buyer. In addition, Seller agrees to pay Buyer for all costs and expenses incurred in recovering possession of the property, should it become necessary, including all actual, incidental, and consequential damages sustained by Buyer which shall include, but not be limited to, housing expenses, storage fees, actual attorney fees and any other costs or expenses which either arise out of or are related to Seller's failure or refusal to vacate the property as required by this Agreement. Seller is also liable to Buyer for damage to the property after closing and before vacating, to the extent not covered by the Buyer's homeowners policy, as well as for any deductible portions of a covered claim. Neither the Broker nor the Escrow Agent has any obligation, implied or otherwise, regarding the condition of the premises or that they are vacated on the date specified.

If tenants occupy the property, Seller shall deliver occupancy / possession of the property as follows:

\_\_\_ Seller will have the tenants vacate the property prior to closing.

\_\_\_ Seller will assign Buyer all Landlord rights and transfer any security deposits and all leases and other rental contracts and documents to Buyer at closing; rents will be prorated to the date of closing. Buyer will assume all Landlord rights and obligations after date of closing.

**9. PROPERTY INSURANCE:** Seller shall be responsible for fire and extended coverage insurance on the property until the sale is closed.

**10. PROPERTY MAINTENANCE.** Seller is responsible for any damage to the property, except normal wear and tear, until Buyer obtains possession after closing. If there is any damage, Seller agrees to repair the damage prior to closing or Seller agrees, at Seller's expense, to coordinate reasonable accommodations to have all damage repaired after closing or transfer of possession. Reasonable accommodations include agreement by the parties to establish an escrow account for damages or repairs.

**11. FINAL WALK-THROUGH:** Buyer shall have the right to walk-through the property within 48 hours prior to closing to determine, among other things, if the property and anything else being purchased have been maintained and are in no worse condition at the time of closing than they were at the time this Agreement was accepted by the Seller, normal wear and tear excepted.

**12. EARNEST MONEY DEPOSIT AND REMEDIES:** Buyer hereby authorizes Broker to make this offer and the Buyer's deposit of \$\_\_\_\_\_ will be held in escrow consistent with Michigan law and regulation, and said funds shall be applied towards the purchase price at closing. If this offer is not accepted by Seller or title is not marketable or insurable or if the terms of purchase are contingent upon Buyer's ability to obtain a new mortgage or if any other contingencies as specified, cannot be met, this deposit shall be refunded forthwith. In the event Buyer and Seller both claim the earnest money deposit, the deposit shall remain in escrow until a court action has determined to whom the deposit must be paid, or until the Buyer and Seller have agreed in writing to the disposition of said deposit.

Agent, by signing below, acknowledges receipt of the earnest money deposit, and a copy of this agreement shall serve as a receipt for Buyer. Deposit shall be held by, \_\_\_\_\_.

Received by: \_\_\_\_\_ / \_\_\_\_\_ Agent, National Realty Centers.  
Print Name Signature

**13. LEAD-BASED PAINT DISCLOSURE:** (For residential housing built prior to 1978.)

\_\_\_ Buyer acknowledges that prior to signing this offer; Buyer has received and reviewed a copy of the *Lead-Based Paint Seller's Disclosure* completed by the Seller along with an EPA Lead-Based pamphlet.

\_\_\_ Buyer has NOT received a *Lead-Based Paint Seller's Disclosure Form* from the Seller prior to signing this offer. Therefore, pursuant to the Residential Lead-Based Paint Hazard Reduction Act of 1992--Title X, Buyer shall have ten days from receipt of said Disclosure to conduct Purchaser's own inspection for lead-based paint hazards and if the results of said inspection or statements on (or omitted from) the Lead-Based Paint Disclosure are unacceptable to Buyer, then Buyer may terminate this Agreement by delivery of a written notice to Seller or Seller's agent. In such a case, Buyer's deposit will be refunded forthwith.

**14. SELLERS DISCLOSURE STATEMENT:**

\_\_\_ Buyer has received a Sellers Disclosure Statement from the Seller prior to signing this offer.

\_\_\_ Buyer has NOT received a Sellers Disclosure Statement from the Seller prior to signing this offer. Therefore, pursuant to Public Act 93 of 1993, Buyer shall have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this Agreement by delivery of a written notice to Seller or Seller's agent should said Disclosure contain or omit information that is unacceptable to Buyer. In such a case, the Buyer's deposit will be refunded forthwith.

**15. DISCLOSURE STATEMENTS:** Regardless of how or when a Disclosure(s) is transmitted, Seller warrants that the representations in the Disclosure(s) are true and accurate to the best of Sellers knowledge and notwithstanding statements to the contrary in any Disclosure, make these representations with the intent for Buyer to rely on them. Buyer acknowledges that information provided in any Disclosure(s) is provided solely by the Seller and is not a representation made by the Listing or Selling Broker or their Agents.

**16. PRIVATE INSPECTION:** Because inspections required by FHA, VA, lenders, or municipalities are not made for, nor should they be relied upon by Buyer, Buyer acknowledges that Broker has recommended that Buyer personally inspect the property and also obtain an independent inspection of the property at Buyer's expense to investigate all aspects of the property that may be material to Buyer's decision to purchase.

\_\_\_ Buyer does **NOT** desire to have the property inspected.

\_\_\_ Buyer conditions this Agreement on a satisfactory inspection.

If Buyer conditions this Agreement upon a satisfactory inspection the Seller agrees to allow Buyer to have property inspected at Buyer's expense by inspector(s) of Buyers's choice within \_\_\_\_\_ calendar days from the date of Seller's written acceptance of this offer. Buyer may inspect for items including but not limited to; structural systems, mechanical systems, **radon**, mold, lead-based paint, well and septic systems, geological stability and condition, appliances, pests, availability and cost of utilities, square footage, lot size, zoning and future use, easements, ordinances, proximity to and use of: area land improvements, water and any water rights, school district and transportation, noise, crime rates and/or environmental hazards or any information provided by Broker or Seller, and any information provided in any property listing or advertisement.

Buyer may notify the Seller in writing within \_\_\_\_\_ calendar days of obtaining an inspection report or other information that, in the Buyer's sole judgment, Buyer is dissatisfied with the inspection(s) and/or investigation(s) of the property and that this Agreement is therefore null and void. In such a case the deposit shall be refunded to the Buyer in full. If Buyer does not notify the Seller that Buyer is dissatisfied with the inspection(s) and/or investigation(s) results then this contingency shall be deemed satisfied.

Buyer may alternatively request in writing within this period that Seller remedy or repair any defects. Such a request to repair does not terminate this Agreement, and Seller shall have \_\_\_\_\_ calendar days from receipt of such a request to agree to repair or provide for repairs. If Seller does not agree, Buyer may accept property and the identified defects or declare this Agreement null and void and the deposit shall be refunded to the Buyer in full.

Further, if the property has been winterized, Seller shall, at Seller's expense, de-winterize the property prior to inspection(s). If the utilities are turned off, Seller shall have all utilities turned on prior to inspection(s).

**17. WELL & SEPTIC CERTIFICATION:** If the property is located in a county or other government unit that requires a property inspection and/or public certification prior to a transfer of ownership relating to a well or onsite water supply system and/or septic tank, drain field, or other onsite waste water treatment system, Seller will order and pay for all necessary inspections and certifications within (7) calendar days of execution of this agreement and will make all repairs necessary to obtain any such certifications prior to closing.

If said certification is NOT required by the county or other government unit then...

\_\_\_ Buyer does **NOT** desire to conduct inspections/tests on said well and septic system.

\_\_\_ Buyer conditions this Agreement on a satisfactory inspection / test on said well and septic system. In such a case; all time frames, conditions and options outlined in Section 16 shall apply for this contingency.

**18. RADON GAS:** Radon is an invisible and odorless gaseous radioactive element. Buyer hereby acknowledges that Broker recommends Buyer obtain the services of a qualified, experienced professional to conduct a radon inspection / test. Buyer hereby releases and indemnifies the Listing and Selling Brokers and their Agents from any and all claims, liabilities, or cause of action of any kind resulting from the presence of radon gas in or around said Property.

\_\_\_ Buyer does **NOT** desire to conduct inspections / tests for the presence of radon gas and/or mold.

\_\_\_ Buyer conditions this Agreement on a satisfactory inspection / test for the presence of radon gas. In such a case; all time frames, conditions and options outlined in Section 16 shall apply for this contingency.

**19. SURVEY:** A Mortgage report, which shows the location of the major structures on the property, is not a boundary (stake) survey and if required by the lender, will be paid for by the Buyer. Buyer hereby acknowledges that Broker recommends a stake survey to determine the true and accurate boundaries of the property. Buyer understands and agrees that the Broker does not warrant location of the improvements and easements on the property and the boundaries of the property nor assume any responsibility for the representations made by the Seller of the location of the improvements and easements on the property and the boundaries of the property. When closing occurs, Buyer shall be deemed to have accepted the location of the improvements and easements on the property and the boundaries of the property.

\_\_\_ Buyer does **NOT** desire to conduct or obtain a boundary (stake) survey.

\_\_\_ Buyer conditions this Agreement on a satisfactory boundary (stake) survey at Buyer's expense. In such a case; all time frames, conditions and options outlined in Section 16 shall apply for this contingency.

**20. CITY CERTIFICATION:** If the property is located in a municipality that requires an inspection prior to transfer of ownership, \_\_\_ Seller will order and pay for inspection(s) \_\_\_ Buyer will order and pay for inspection(s). If any repairs are necessary in order to obtain written approval from the municipality, \_\_\_ Seller will make all necessary repairs or \_\_\_ Buyer will assume the property "as-is" and make necessary arrangements with the municipality to obtain final written approval.

**21. HOMEOWNERS ASSOCIATION:** If there is a Homeowners Association that has authority over the property, Seller shall provide Buyer with a copy of the most recent financial statement, by-laws, assessments and any other related information regarding the Association within \_\_\_ calendar days of acceptance. If Buyer is dissatisfied with the documents, within \_\_\_ calendar days of receipt of same, Buyer may declare this Agreement null and void in writing and the deposit shall be refunded to the Buyer in full. Failure to do so results in Buyer accepting the property subject to all information relating to and rights and power of the applicable Homeowners Association. Any condominium and/or Homeowners Association transfer fees shall be paid by \_\_\_ BUYER \_\_\_ SELLER

**22. HOMESTEAD:** Seller warrants that said Property is currently taxed at a "Homestead" rate \_\_\_ YES \_\_\_ NO If said property "IS" currently taxed at a Homestead rate, Seller agrees NOT to remove the Homestead Exemption prior to closing. If the Homestead Exemption is rescinded prior to closing, then the Seller shall reimburse the Buyer for the difference between the Homestead rate and the Non-Homestead rate at closing.

Buyer assumes responsibility and liability for filing the Homestead Exemption and Property Transfer Affidavit with the local municipality and agrees to hold Broker harmless from any relative liability.

Buyer should NOT assume future taxes on the property will remain the same. Under Michigan law, property tax obligations can change significantly when a property is sold and ownership transfers.

**23. AS-IS CONDITION.** By execution of this Agreement or offer, Buyer acknowledges that Buyer has examined the above-described property and is purchasing said property in "AS-IS CONDITION" except for matters raised in and representations made by Seller in (or omitted from) any Disclosures as identified herein. Buyer also acknowledges and agrees that neither Listing or Selling Broker(s) or their Agents have made any representations or warranties as to the condition of the property. Buyer also acknowledges and agrees that the information provided in the multi-listing service description of this property and other sales promotional materials are not warranted or guaranteed by any Broker or Agent, and that such information is not a representation by any Broker or Agent concerning the property.

**24. LEGAL AND PROFESSIONAL ADVICE:** This is a legal and binding document, and both Buyer and Seller acknowledge that they have been advised by their respective Broker to consult an attorney to protect their interest in this transaction. Where the transaction involves financial and tax consequences, the parties acknowledge that they have been advised by their respective Broker to seek the advice of their accountant or financial advisor.

**25. ENTIRE AGREEMENT.** This Agreement supersedes any and all understanding and agreements and constitutes the entire agreement between the parties hereto, and no oral representations or statements shall be considered a part hereof. If two or more persons execute this Agreement as Buyer or Seller, their obligations hereunder shall be joint and several, and the covenants herein shall bind and inure to the benefit of the personal representatives, administrators, successors and assigns of the respective parties. The terms of this Offer to Purchase and Agreement shall survive the closing.

**26. DEFAULT.** In the event of default by the Buyer, Seller may seek forfeiture of the earnest money deposit as liquidated damages or may exercise all remedies and seek all damages allowed by Michigan law. In the event of default by the Seller, Buyer may elect to enforce the terms herein, may exercise all remedies and seek all damages allowed by Michigan law and/or may demand and be entitled to a full refund of the deposit.

**27. ARBITRATION.** Any claim or demand of Seller(s), Buyer(s), Broker(s), or Agent(s) arising out of this Offer to Purchase, including but not limited to any dispute over the disposition of any earnest money deposits or the physical condition of the property covered by this Offer to Purchase, including claims of fraud, misrepresentation, breach of warranty and negligence, shall be settled in accordance with the rules then in effect, adopted by the American Arbitration Association and the Michigan Association of REALTORS. This is a separate voluntary agreement, between the Buyer(s), Seller(s), and/or Broker(s). Failure to arbitrate does not affect the validity of this Offer to Purchase. A judgment of any circuit court shall be rendered upon the award or determination made pursuant to this Offer to Purchase. This Offer to Purchase is specifically made subject to and incorporates the provisions of Michigan law governing arbitration, being MCL 600.5001 et seq, and the applicable court rules, including MCR 3.602, as may be amended from time to time.

The parties acknowledge and understand that, by agreeing to binding arbitration, they have given up their right to a day in court, and they understand the arbitration process and that the arbitrator's decision is final and conclusive and not appealable except for limited due process reasons as set forth in the Michigan law and court rules hereinbefore set forth.

The Buyer(s),            \_\_\_ agrees to \_\_\_ does NOT agree to arbitrate any future disputes.  
The Seller(s),            \_\_\_ agrees to \_\_\_ does NOT agree to arbitrate any future disputes.

If either party does not agree to arbitration, any future disputes may be pursued according to Michigan law.

**28. ELECTRONIC COMMUNICATION.** As an alternative to physical delivery, the parties agree that this Agreement, any amendment or modification of this Agreement and/or any written notice or communication in connection with this Agreement may be delivered to the Seller in care of the Listing Agent and the Buyer in care of the Buyer Agent via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to Listing Agent from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Buyer Agent from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

**29. HOLD HARMLESS.** Buyer and Seller acknowledge that no representation, promises, guaranties, or warranties of any kind including, but not limited to, representations as to the condition of the premises were made by Listing and/or Selling Broker and/or their Agents and/or their employees. Buyer and Seller hold Listing and/or Selling Broker and/or their Agents and/or their employees, respectively, harmless and do hereby indemnify them from and against all claims, actions or suits for damage of any nature whatsoever arising from their actions regarding this Agreement or the transaction

**30. ADDITIONAL COMPENSATION.** Buyer and Seller hereby acknowledge notice that Buyer's or Seller's Broker may accept a fee or consideration with regard to the referral or placement of a title insurance policy, loan or mortgage, home warranty, or flood, casualty or hazard insurance or other service arising from this transaction and expressly give consent to their respective Brokers to accept such compensation.

**31. TITLE INSURANCE:** Seller shall, at Sellers expense, furnish Buyer an owner's title insurance policy without standard exceptions in the amount of the sales price. If a survey is required in order to provide policy without standard exceptions, said survey shall be paid for by \_\_\_ Buyer \_\_\_ Seller. Seller will apply for a commitment for title insurance within (5) calendar days after Buyer has waived all other contingencies contained in this Agreement. Upon a receipt of the commitment, Buyer shall have (7) calendar days to provide Seller with written notice of any objections. Seller will then have (30) calendar days after receiving written notice to remedy the claimed defects. If Seller is unable to remedy the defects in title to Buyer's satisfaction, Buyer may terminate this Agreement and exercise any available remedies. Alternatively, Buyer may elect to close the transaction, waive title defects, and take title in whatever condition Seller can convey.

**32. LENDER TITLE INSURANCE POLICY:** Buyer and Seller hereby acknowledge that Buyer may select a Title Insurance Company of their choice to issue any lender title insurance policy required in order to secure a mortgage commitment. Buyer and Seller further acknowledge and consent to such election notwithstanding the fact that such title insurance company may not be the same as, or underwritten by, the title insurance company issuing the owner's title insurance policy and agree that such selection will not reduce, diminish or impair the coverage of the owner's title insurance policy set forth in section 31.

\_\_\_ YES \_\_\_ NO Buyer selects Fidelity National Title | Integrity Title for the lender's title insurance policy.

Or Buyer chooses \_\_\_\_\_ for the lender's title insurance policy/services.

**33. PRORATIONS.** All taxes which have become a lien upon the land, whether recorded or not recorded, at the date of closing shall be paid by the Seller. Current taxes, if any shall be prorated and adjusted as of the date of closing in accordance with the due date basis of the municipality or taxing unit in which the property is located on a 365 day basis. Interest, rents, insurance, condominium or association dues or fees shall be prorated and adjusted in a like manner.

**34. ASSESSMENTS.** All special assessments, municipal, association or otherwise, including future installments, that have been assessed against the property prior to closing will be paid by Seller.

**35. SEWER AND WATER.** Seller agrees to pay for all sewer and water usage to the date of transfer of occupancy. The Listing Broker and/or Title Company shall retain from the amount due Seller at closing, a minimum of \$300 for sewer and water charges. When the final water bill or reading is paid, the unused portion shall be returned to the Seller.

**36. FLOOD INSURANCE.** Buyer may, at Buyer's expense, obtain a Flood Certification (15) calendar days from the date of Seller's acceptance of this Agreement. If the Certification discloses that the property is in a Special Flood Hazard Area, Buyer may notify Seller, in writing, within (5) calendar days from the date of the certification, that Buyer declares this Agreement null and void and the deposit shall be refunded to the Buyer in full. Failure to notify Seller that the property is in a Special Flood Hazard Area within the time frame shall constitute a waiver of Buyer's right to terminate the Agreement under this paragraph. Buyer agrees to obtain a policy of flood insurance if required to do so by the mortgage lender.

**37. FOREIGN INVESTMENT IN REAL ESTATE PROPERTY TAX ACT:** If the sales price of the property exceeds \$300,000 and the property is residential, the parties to this Agreement are bound by FIRPTA requirements and must complete addendum for (FIRPTA); Seller therefore agrees to execute any FIRPTA affidavit required by Buyer or the Title Company at closing.

**38. PRIVATE ROAD.** Seller represents that property IS NOT on a private road. If property is located on a private road, Seller shall provide Buyer with a separate document providing notice that private road is NOT required to be maintained by County Board of Road Commissioners (per M.C.L.A. 560.261 [P. A. 1967 No. 2887]).

**39. LOT SPLITS.** Seller confirms ALL available lot splits will be conveyed with the property.

**40. AGENCY:** Buyer and Seller acknowledge that they have received the Disclosure Regarding Real Estate Agency Relationships and the following agency relationship(s) are hereby confirmed for this Offer to Purchase.

Seller Broker \_\_\_\_\_, and their Agents(s) \_\_\_\_\_ are:  
Agents for: \_\_\_ Seller      \_\_\_ Dual Agents for Seller and Buyer      \_\_\_ Seller's Designated Agent(s)

Buyer Broker \_\_\_\_\_, and their Agents(s) \_\_\_\_\_ are:  
Agents for: \_\_\_ Buyer      \_\_\_ Dual Agents for Buyer and Seller      \_\_\_ Buyer's Designated Agent(s)

**41. COMPLIANCE FEE:** Buyer agrees to pay National Realty Centers \$\_\_\_\_\_ at closing for retaining all records required by applicable Federal and State laws and regulations and for all other related storage, administrative, and closing preparation costs.

**42. CLOSING COSTS:** Unless otherwise provided in this Offer to Purchase, it is agreed that the Seller shall pay all State and County Transfer Taxes, all applicable federal taxes (consistent with FIRPTA), all costs required to convey clear title. Unless otherwise provided in this Offer to Purchase, Buyer shall pay the cost of recording the Deed and/or security interest.

**43. TIME IS OF THE ESSENCE:** Where deadlines are set under this Agreement, time is of the essence. Thus, there shall be no extensions of time limits under this Agreement unless the parties agree in writing.

**44. HOME WARRANTY:** Buyer hereby acknowledges that Broker has explained the benefits of having the property covered by a Home Protection Plan, has provided Buyer with a standard copy of a Home Protection Plan, and has explained the key terms, coverage, limitations, and exclusions.

Seller \_\_\_ agrees to \_\_\_ declines to pay for a Home Warranty Protection Plan.

Buyer \_\_\_ agrees to \_\_\_ declines to pay for a Home Warranty Protection Plan.

Should parties NOT wish to purchase a Home Warranty; said Warranty shall be deemed WAIVED. Buyer agrees to hold both Brokers and their Agents harmless for all claims which would be covered by a standard Home Warranty, whether or not a standard Home Protection Plan is included with this Agreement.

**45. ADDITIONAL CONDITIONS:** \_\_\_\_\_  
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**46. ADDENDUMS.** The following addendums and/or disclosures are hereby made a part of this Agreement.

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**47. ADDITIONAL OFFERS:** Upon Seller's written acceptance of the terms of this Offer to Purchase, Seller's Broker shall not present and Seller shall not receive any other offers for the purchase of the property herein.

**48. EXPIRATION:** Unless accepted by Seller or withdrawn in writing by Buyer, this Offer to Purchase shall expire at \_\_\_\_\_, E.S.T. on \_\_\_\_\_. If this Offer to Purchase is rejected by Seller or withdrawn by Buyer, the deposit shall be returned to the Buyer in full upon clearing of funds.

**49. BUYER SIGNATURE:** Buyer hereby makes this offer with terms and conditions contained herein, and acknowledge receipt of a copy of this Offer.

WITNESS \_\_\_\_\_

BUYER \_\_\_\_\_

DATE \_\_\_\_\_

BUYER \_\_\_\_\_

**50. SELLER SIGNATURE:** By affixing Sellers signature hereto, the Seller accepts this offer and acknowledges receipt of a copy hereof.

WITNESS \_\_\_\_\_

SELLER \_\_\_\_\_

DATE \_\_\_\_\_

SELLER \_\_\_\_\_

**51. COUNTER OFFER:** In the event Seller makes any written change in any of the terms and conditions of the offer presented by Buyer, such changed terms and conditions shall constitute a counteroffer by Seller and shall remain valid until \_\_\_\_\_ at \_\_\_\_\_, unless earlier withdrawn in writing, and shall require written acceptance by the Buyer.

**52. ACKNOWLEDGEMENT:** Buyer acknowledges receipt of a copy of this Agreement as accepted by the Seller.

WITNESS \_\_\_\_\_

BUYER \_\_\_\_\_

DATE \_\_\_\_\_

BUYER \_\_\_\_\_