

REAL ESTATE DISCLOSURE LAWS

2 LEGAL HOURS

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REAL ESTATE DISCLOSURE LAW

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Chapter 1

SELLERS DISCLOSURE ACT OF 1993

The Seller Disclosure Act was created by the Michigan legislature in 1993. Prior to the Act becoming law, most communication regarding the condition of a home was verbal. Often, buyers would ask their buyer's agent a question about a prospective property. That agent would in turn ask the listing agent and that agent would ask the seller. As you could imagine, because the answer was transferred verbally through so many people, it was possible to miscommunicate – either intentionally or accidentally an incorrect or insufficient answer. The Seller Disclosure Act created an obligation on behalf of the seller to make a written statement regarding the condition of the property.

The Seller Disclosure Act applies to all residential (not commercial) real estate consisting of 1 to 4 dwelling units being sold, exchanged, land contracted, leased with an option, optioned to purchase or transfer of any interests.

There are a few exceptions when a Seller Disclosure is not required:

Sale of new construction (never inhabited) by a licensed builder

Transfer by court order

Transfer by foreclosure sale

Transfer by bankruptcy

Transfer between co-tenants

Transfer between a spouse, parent, grandparent, child, or grandchild

Transfer to ex-spouse through divorce decree

Transfer to/from any government entity

The rules regarding the timing of delivering a Seller Disclosure are:

Must be delivered prior to the execution of a binding contract.

Must indicate seller compliance on the purchase agreement.

Buyer may terminate purchase agreement if delivery of disclosure is not received within 72 hours. A buyer's right to terminate purchase agreement expires upon completion of the transfer/transaction

If the seller delivers the written disclosure to their agent or to the buyer's agent, it is considered delivered to the buyer.

Seller's Responsibilities

A seller is not liable for any error, inaccuracy or omission in the Seller Disclosure provided:

Information was not within their personal knowledge.

Information was provided by public agencies.

Information could only be obtained through inspection of inaccessible areas.
Information could only be obtained by a person with expertise in a science or trade beyond the knowledge of the seller.

A seller must:

Exercise ordinary care to transmit information accurately.
Deliver information provided by a public agency.
Deliver information provided by a licensed expert in matters pertaining to their field of expertise.
Provide information that is known to the seller to be contradictory to any information provided by public agencies or licensed professionals.

A seller may:

Update a disclosure that becomes inaccurate.
Advise a buyer that any required item on the disclosure is unknown to the seller provided the statement is based on the best information available.

Instructions to complete the Seller Disclosure form are:

The seller must complete this form themselves.
The seller must answer all questions.
Report all known conditions affecting the property.
Attach additional pages if needed which includes the seller's signature.
If some items do not apply to your property, check NOT AVAILABLE.
If sellers 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.

Additional rules regarding the Seller Disclosure

Sellers: A seller must act in good faith and be honest. Sellers have the right to amend their disclosure in writing.

Agents: A seller's agent is not be liable for any violation of this act by a seller unless the agent knowingly acts in concert with a seller to violate this act. Also, copies of the Seller Disclosure form must be made available to the public.

Municipalities: A city, township, or county may require additional disclosures beyond the Seller Disclosure form in connection with a transaction.

General: A transfer/transaction shall not be invalidated solely because of the failure of any person to comply with the Seller Disclosure Act.

Sample Seller Disclosure form

Property Address: _____ Street _____ City, Village, Township _____ Michigan

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller's Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. **This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitute for any inspections or warranties the Buyer may wish to obtain.**

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. **This information is a disclosure only and is not intended to be 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				
TV antenna, TV rotor & controls					Water softener/conditioner				
Hood/fan					Well & pump				
Disposal					Sump pump				
Garage door opener & remote control					Septic tank & drain field				
Electrical system					City water system				
Alarm system					City sewer system				
Intercom					Central air conditioning				
Central vacuum					Central heating system				
Attic fan					Wall Furnace				
Microwave					Humidifier				
Trash compactor					Electronic air filter				
Ceiling fan					Solar heating system				
Sauna/hot tub					Fireplace & chimney				
Pool heater, wall liner & equipment					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:

- Basement/Crawl Space:** Has there been evidence of water? yes _____ no _____
If yes, please explain: _____
- Insulation:** Describe, if known: _____
Urea Formaldehyde foam insulation (UFFI) is installed? unknown _____ yes _____ no _____
- Roof:** Leaks? yes _____ no _____
Approximate age, if known: _____
- 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: _____
- Septic tanks / drain fields:** Condition, if known: _____
- Heating system:** Type/approximate age: _____
- Plumbing system:** Type: copper _____ galvanized _____ other _____
Any known problems? _____
- Electrical system:** Any known problems? _____
- History of infestation:** if any: (termites, carpenter ants, etc.) _____
- 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 the property. unknown _____ yes _____ no _____
If yes, please explain: _____
- Flood Insurance:** Do you have flood insurance on the property? unknown _____ yes _____ no _____
- Mineral Rights:** Do you own the mineral rights? unknown _____ yes _____ no _____

Seller's Disclosure Statement

Property Address: _____ Street _____ City, Village, Township _____ Michigan

Other Items: Are you aware of any of the following:

- 1. Features of the property shared in common with adjoining landowners such as walls, fences, roads, 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 condition of all 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 the 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 ALSO ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, HOMESTEAD EXEMPTION INFORMATION AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

Seller _____ Date _____

Seller _____ Date _____

Buyer has read and acknowledges receipt of this statement.

Buyer _____ Date _____ Time _____

Buyer _____ Date _____ Time _____

Chapter 2

LEAD BASED PAINT DISCLOSURE

42 USC 4851

Lead is considered to be a harmful environmental pollutant. Years ago, it was used as an ingredient in paint because of its durability. Studies in the early 1900's concluded the lead additive caused several health concerns. By the mid-1900's, most paint manufacturers had stopped using it as an ingredient. The U.S. Congress banned the use of lead-based paint for residential applications in 1971. By 1978, the Consumer Product Safety Commission implemented rules that we still abide by today. While the use of lead in paint had stopped decades earlier, it was decided to use the year 1978 – when regulations began – as the dividing year to disclose to consumers the possibility of the presence of lead-based paint.

Possibly 3 million young children in the US were affected by lead poisoning. Minority and low-income communities were disproportionately affected. Lead poisoning may cause IQ deficiencies, reading and learning disabilities. Homes built prior to 1980 contained 3 million tons of lead in its paint. Risks related to lead can be reduced by abating lead-based paint from homes.

In response to the lead-based paint problem, Congress decided to:

1. Develop a national strategy to eliminate it.
2. Evaluate and reduce its hazards.
3. Encourage the prevention of childhood poisoning
4. Ensure governmental policies
5. Develop partnerships publicly and privately to deal with the problem,

Definitions of the Lead Based Paint law

Abatement: Any set of measures to eliminate the hazard which includes the removal of lead-based paint and lead-contaminated dust, the permanent containment or encapsulation of it, the replacement of lead-painted surfaces or fixtures, the removal or covering of lead contaminated soil, and all preparation, cleanup, disposal and post-abatement clearance testing activities associated with such measures.

Risk Assessment: An onsite evaluation to determine and report the existence, nature, severity and location of lead-based paint hazards including information gathering regarding the age and history of the housing and occupancy by children under age 6, visual inspection, limited wipe sampling or other environmental sampling techniques, other activity as may be appropriate; and provision of a report explaining the results of the investigation.

Lead-Based Reduction Act

As part of the effort to reduce lead hazards, the US government makes available:

1. A disclosure by the seller of any home built prior to 1978.

Disclosure of Information on Lead-Based Paint:

https://www.epa.gov/sites/production/files/documents/lesr_eng.pdf

2. A pamphlet educating the public about lead-based paint.

Protect Your Family From Lead In Your Home pamphlet:

https://www.epa.gov/sites/production/files/2014-02/documents/lead_in_your_home_brochure_land_b_w_508_easy_print_0.pdf

**Protect
Your
Family
From
Lead in
Your
Home**

EPA United States
Environmental
Protection Agency

**United States
Consumer Product
Safety Commission**

**United States
Department of Housing
and Urban Development**

January 2020

Sample Lead-Based Paint form

LEAD-BASED PAINT SELLER'S DISCLOSURE FORM

If built in 1978 or later, complete SECTION #1. If built prior to 1978, complete SECTION #2.

SECTION #1:

Seller represents and warrants that the listed property located at _____ was built in 1978 or later, and that therefore, the federally-mandated lead-based paint disclosure regulations do not apply to this property.

Date: _____

Seller: _____

Date: _____

Seller: _____

SECTION #2:**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 concerning property located at _____ (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: _____

Date: _____

Seller: _____

II. Agent's Acknowledgment (initial):

_____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d 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: _____

Date: _____

Purchaser: _____

Chapter 3

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS

Starting in 1994, the Michigan legislature introduced the concept of buyer's agency. Before that time, all agents worked for the seller. Even agents working for other brokerages showing homes to buyers were, in fact, working for the sellers. Technically speaking, even today agents without a contract to the contrary, are still working on the behalf of sellers. It is the Buyer's Agency Agreement that gave individual agents the ability to work on behalf of buyers. With the creation of this new agency, there arose a need for agents to disclose for whom they are working.

A real estate agent is required to disclose all types of agency relationships and the licensee's duties under each relationship before the disclosure of any confidential information. The Michigan Legislature provides the required language when disclosing an agency relationship. The disclosure must be in writing and a copy provided to the client/customer. There are 4 types of agency relationships available:

1. Sellers Agent
2. Buyers Agent
3. Dual Agent
4. Transaction Coordinator

Duties of Agents

The Michigan Legislature set the minimum legal requirements of real estate agent's duties owed to their clients. They are:

1. Reasonable care and skill.
2. Perform the terms of the service provision agreement.
3. Loyalty to the interest of the client.
4. Compliance with the laws, rules, and regulations.
5. Refer client to other licensed professionals for expert advice.
6. Account for all money and property.
7. Confidentiality of all information.

While some of these additional requirements may be waived, the Michigan Legislature also requires:

1. Marketing listed property as agreed in the service provision agreement.
2. Receive, deliver and present offers and counteroffers.
3. Recommend a fee title policy.
4. Assist in developing, communicating, negotiating and presenting offers.
5. Assist to complete the transaction
6. Furnish a complete closing statement of the transaction.

Sample Agency Relationship Disclosure form

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of Agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104. Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

- (1) An agent providing services under any service provision agreement owes, at a minimum, the following **duties** to the client:
 - a. The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
 - b. The performance of the terms of the service provision agreement.
 - c. Loyalty to the interest of the client.
 - d. Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
 - e. Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent.
 - f. An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
 - g. Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.
- (2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following **services** to his or her client:
 - a. When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.
 - b. Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.
 - c. Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
 - d. After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
 - e. For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

SELLER'S AGENTS

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

Individual services may be waived by the seller through execution of a limited service agreement. Only those services set forth in paragraph (2) (b), (c), and (d) above may be waived by the execution of a limited service agreement.

BUYER'S AGENTS

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent and who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

Individual services may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2) (b), (c), and (d) above may be waived by the execution of a limited service agreement.

DUAL AGENTS

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller, and the buyer.

TRANSACTION COORDINATORS

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

REAL ESTATE LICENSEE DISCLOSURE – THIS IS NOT A CONTRACT FOR AGENCY SERVICES

I hereby disclose that the agency status I/we have with the buyer and/or seller below is (choose one):

- Seller's agent or subagent
- Seller's agent – limited service agreement
- Buyer's agent or subagent
- Buyer's agent – limited service agreement
- Dual agent
- Transaction Coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
- None of the above

AFFILIATED LICENSEE DISCLOSURE (Check one)

Check here if acting as a designated agent. Only the licensee's broker and a named supervisory broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.

Check here if not acting as a designated agent. All affiliated licensees have the same agency relationships as the licensee named below.

Further, this form was provided to the buyer or seller before disclosure of confidential information.

Licensee	Date	Licensee	Date
The undersigned <input type="checkbox"/> does <input type="checkbox"/> does not have an agency relationship with any other real estate licensee. If an agency relationship exists, the undersigned is represented as a <input type="checkbox"/> Buyer <input type="checkbox"/> Seller.			

ACKNOWLEDGMENT: By signing below, the parties confirm that they have received and read the information on this agency disclosure statement and that this form was provided to them before the disclosure of any confidential information specific to the potential sellers or buyers. **THIS IS NOT A CONTRACT.**

Potential <input type="checkbox"/> Buyer <input type="checkbox"/> Seller (check one)	Date	Potential <input type="checkbox"/> Buyer <input type="checkbox"/> Seller (check one)	Date
--	------	--	------

Chapter 4

LIMITED SERVICE AGREEMENT

The Michigan Legislature allows for some agent duties to be waived provided the waiver is written and agreed to by the client. The required language for such waivers are provided in the statute and must be separate from the Disclosure of Agency Relationship document. Duties that can be waived are:

1. Accept, deliver and present offers and counteroffers to client.
2. Assist in developing, communicating, negotiating, and presenting offers.
3. Assist to complete the transaction.

Sample Limited Service form

Limited Service Waiver

THIS FORM SHOULD BE USED IN CONJUNCTION WITH A SERVICE PROVISION AGREEMENT.

Pursuant to Michigan law certain services provided by a real estate licensee may be waived.

A real estate licensee is required to perform certain services for his or her client unless these services are waived by the client. By signing below, you agree that the real estate licensee will not be required to perform the services initialed (only initial the services waived).

Initial if waived:

--Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease your property or the property you seek to purchase or lease.

--Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.

--After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.

Agreement to Waive

By signing below, I acknowledge that the duties owed to me pursuant to Michigan law have been explained to me and that I knowingly agree that the real estate licensee who represents me will not provide the services that are initialed above. I also understand that in any proposed real estate transaction, no other real estate licensee is required to provide the waived services unless I subsequently hire them to do so. I also acknowledge that in order to protect my interests I may need to retain other professionals, such as an attorney.

Seller or Buyer

Date

Seller or Buyer

Date

Real Estate Broker or Salesperson

Date

Brokerage Name

JT HENDERSON & ASSOCIATES LLC

Course Evaluation

Real Estate Disclosure Law

Date: _____

Instructor: _____

Circle your rating	POOR	<----->			BETTER
Instructor	1	2	3	4	5
Location	1	2	3	4	5
Materials	1	2	3	4	5
Presentation	1	2	3	4	5

Comments:

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