

Disclosure Regarding Real Estate Agency Relationships

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.

(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. **A real estate licensee does not act as an attorney, tax advisor, surveyor, appraiser, environmental expert, or structural or mechanical engineer and you should contact professionals on these matters.**
- (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.

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.

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 with 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 COORDINATOR

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.

LICENSEE DISCLOSURE (Check one)

I hereby disclose that the agency status of the licensee named below is:

- ☒ Seller's agent
- ☐ Seller's agent – limited service agreement
- ☐ Buyer's agent
- ☐ 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 supervisor 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 relationship as the licensee named below.

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

 Licensee Listing Agent Scott Bohlen

 Date

 Licensee

 Date

ACKNOWLEDGMENT

By signing below, the parties acknowledge that they have received and read the information in this agency disclosure statement and acknowledge that this form was provided to them before the disclosure of any confidential information. **THIS IS NOT A CONTRACT.**

The undersigned _____ DOES ☒ DOES NOT have an agency relationship with any other real estate licensee. If an agency relationship exists, the undersigned is represented as _____ SELLER _____ BUYER.

Potential Buyer/Seller (circle one) _____
☒ Nathan Burd - Livingston County Administrator

 Date

Potential Buyer/Seller (circle one) _____

 Date

APPROVED AS TO FORM FOR
 COUNTY OF LIVINGSTON:
 COHL, STOKER & TOSKEY, P.C.
 By: COURTNEY A. GABBARA 3/28/2022

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

Contract Date _____ through Expiration on _____ at 11:59 PM (listing period)

Brokerage Firm: Preview Properties.com, 130 W. Grand River, Brighton, MI 48116

Agent Scott Bohlen

Email scott@scottbohlen.com Phone Number (810) 220-0000

SELLER

Name Nathan Burd - Livingston County Administrator Name _____

Email nburd@livgov.com Email _____

Phone Number (517) 540-8800 Phone Number _____

PROPERTY

☐ Residential ☐ Condominium ☐ Multi-family ☐ Commercial/Industrial ☒ Vacant Land ☐ Other _____

Located in the ☐ Village ☒ Township ☐ City of GENOA

County of Livingston, Michigan Street Address _____

Legal Description _____

Tax ID Number(s) 11-06-100-040/11-06-100-032

☐ Survey Provided

Year Built N/A

(check one below)

☐ Seller represents and warrants this Property was **built in 1978 or later** and therefore the federally mandated lead-based paint disclosure regulations **do not apply** to this Property.

or

☐ Seller represents and warrants this Property was **built before 1978** and therefore the federally mandated lead-based paint disclosure regulations do apply to this Property.

This Property is being sold together with all fixtures and appurtenances in or on the premises (unless specifically excluded herein) including, if any, lighting fixtures, shades, blinds, drapery/curtain and drapery/curtain hardware and rods, attached mirrors and all bathroom mirrors, attached generators, attached humidifier, ventilating fixtures, screens, stormdoors and windows, garage door openers and transmitters, water softener (rental units excepted) and water treatment systems, built in appliances, heating unit including wood stove and fireplace gas logs, mail box, awnings, all TV antennae, landscaping, flagpole, all hardwired audio/security systems and related equipment, central vacuum and attachments, as well as the following personal property for which a bill of sale shall be given.

Included _____

Excluded _____

UNPLATTED LAND If this is an unplatted parcel, Seller agrees to grant to the buyer the right to make _____ division(s) under the Land Division Act. Insert "All", "zero" or a specific number, as appropriate in the space designated above. The Land Division Act on March 31, 1997, created parent parcels from which future land divisions may be permitted. Contiguous parcels owned by Seller as of March 31, 1997, may be considered part of the parent parcel and therefore affect the total divisions available to be conveyed; a transfer of "all" divisions may be taken to include a transfer of divisions from contiguous parcels.

If the Property is a new division: Seller represents that this division has been approved by the local municipality
☐ YES ☐ NO

EXCLUSIVE RIGHT TO SELL Seller gives Brokerage Firm the exclusive right to offer for sale and to sell the Property for the listing period stated above. In consideration for exclusive sale rights during this term, Brokerage Firm agrees to use reasonable efforts to sell the Property, to present the Property to other REALTOR® companies through a Multiple Listing Service (MLS), and to engage in marketing efforts to expose the Property.

PRICE/TERMS Seller agrees to sell the Property for the sum of \$ See addendum to be paid in cash, terms specified in the MLS input form, or on such other terms and conditions the Seller may accept.

COMPENSATION If during the term of this Agreement, anyone produces a buyer ready, willing, and able to purchase the Property at the listed price and terms or for any other price, terms, or exchange to which Seller consents in writing, Seller agrees to pay Brokerage Firm fee a commission equal to 8% of the sale price. In the event of a trade or exchange, Brokerage Firm is authorized to receive compensation from both parties to the transaction.

PROTECTION PERIOD If within 365 days after the expiration of this Agreement, Seller sells, trades, or exchanges the Property to anyone introduced to the Property during the term of this Agreement, the stated compensation will be paid by Seller to Brokerage Firm, unless at the time of the sale, the Property is listed with another brokerage firm.

PARTICIPATION IN MLS/PROPERTY EXCHANGE Seller authorizes Brokerage Firm to file and provide a copy of this Agreement with any MLS or any other medium selected by Brokerage Firm. Additionally, any changes to this Agreement and any post-closing information, including the sales price, may be provided.

COOPERATION Brokerage Firm is authorized to:

YES NO

- ☒ ☐ A. Offer a portion of the total commission due as compensation for producing the buyer while acting as a **sub-agent**. Said offer of compensation shall be 4% of the sale price or \$ _____.
- ☒ ☐ B. Offer a portion of the total commission due as compensation for producing the buyer while acting as a **buyer's agent**. Said offer of compensation shall be 4% of the sale price or \$ _____.
- ☒ ☐ C. Offer a portion of the total commission due as compensation for producing the buyer while acting as a **transaction coordinator**. Said offer of compensation shall be 4% of the sale price or \$ _____.

TITLE Seller represents the title to the Property to be good and marketable and Seller will execute and deliver a Warranty Deed, Land Contract, or other instruments of assignment or conveyance as shall be required. By agreement on a subsequent purchase agreement, Seller will provide at Seller's cost, an owner's title insurance policy in the amount of the purchase price.

OWNERSHIP Seller represents title to the Property is held as: ☐ Individual(s) ☐ Trust ☒ Other Seller represents all parties in title are a signatory to this Agreement.

POSSESSION The Property is: ☐ Owner Occupied ☐ Tenant Occupied ☒ Vacant

Unless otherwise specified in this paragraph, Seller shall deliver possession of the Property to the buyer at closing subject to the rights of tenants, if any. If Seller requires possession of the Property after closing, Seller agrees to deliver possession no later than ____ days after closing and pay a daily rate in an amount to be determined.

SHOWINGS/SIGNS Brokerage Firm may photograph the Property and publish pictures, advertise the availability of the Property through any medium, place a "for sale" sign on the Property and remove other "for sale" signs, and show the Property at reasonable hours. Seller acknowledges that the use of certain advertising will result in the contents of the Property being made known to third parties and consents to such advertising. Brokerage Firm is not responsible for the security of the Property. Seller shall not disclose confidences to any other real estate licensee that Seller would not disclose to a potential buyer.

Seller ☐ Does ☐ Does NOT: authorize showings where a real estate licensee is not physically present during the showing.

LOCKBOX ACCESS Seller authorizes a lockbox to be placed on the Property in order to permit access to real estate licensees. Seller will also permit access to service providers in conjunction with a proposed sale of the Property.

INSURANCE Seller agrees to keep general liability and casualty insurance coverage on the Property at all times during this Agreement.

REFERRAL Seller agrees to refer to Brokerage Firm all inquiries received concerning the Property during the period of this Agreement.

ADDITIONAL OFFERS Once Seller and a buyer enter into a binding purchase agreement, Brokerage Firm shall not be obligated to present to Seller additional offers unless Seller and Brokerage Firm otherwise agree in writing.

CITIZENSHIP Seller is a United States citizen. ☒ Yes ☐ No (If no, Seller may be subject to tax withholding laws).

NON-DISCRIMINATION It is agreed by Brokerage Firm and Seller, parties to this Agreement, that as required by law, both parties shall adhere to all Federal, State, and local laws, ordinances, rules, and regulations prohibiting discrimination in regard to employees and applicants for employment which include, but is not limited to, the following:

- A. The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, as amended, and rules adopted thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC § 12101 et seq.), as amended, and regulations promulgated thereunder.

Brokerage Firm and the Seller, as required by law, shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this section shall be regarded as a material breach of this Agreement.

Brokerage Firm and the Seller shall post notices containing the nondiscrimination requirements set forth above in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on behalf of Brokerage Firm or Seller shall state that all qualified applicants shall receive consideration for employment without regard to race, color, sex, national origin, disability that is unrelated to the individual ability to perform the duties of a particular job or position, age, height, weight, marital status and religion.

AGENCY Seller acknowledges the Brokerage Firm has explained to Seller the Brokerage Firm's policy on agency, disclosed to Seller the different types of real estate agency relationships, and that the Brokerage Firm will be the agent for Seller. In the event any licensee of the Brokerage Firm procures a buyer who has contracted with the Brokerage Firm as buyer's agent, Brokerage Firm shall act as a consensual dual agent for both the Seller and the buyer (unless this is a designated agency relationship pursuant to an attached addendum). Seller understands and agrees that in the event of a consensual dual agency, the following provisions shall govern the actions of Brokerage Firm and all licensees within Brokerage Firm:

- (1) Brokerage Firm will be working equally for both parties (Seller and buyer) and will provide services to complete the transaction without the full range of fiduciary duties (e.g., loyalty, confidentiality, and disclosure).
- (2) Brokerage Firm will act as an intermediary rather than as an active negotiator for either Seller or buyer.
- (3) Brokerage Firm will assist both Seller and buyer in undertaking all steps necessary to carry out a purchase agreement, such as but not limited to execution of documents, obtaining financing, and obtaining inspections.
- (4) Brokerage Firm will not disclose any information to Seller and buyer regarding either parties' motivation or terms of offer/acceptance, other than those authorized by the parties.
- (5) Brokerage Firm will provide a written, consensual dual agency agreement to be executed by Seller and buyer prior to the parties entering into a written purchase agreement.

Seller authorizes Brokerage Firm to show potential buyers properties other than the Seller's Property and provide buyers with information on selling prices in the area. In all cases, Brokerage Firm shall be entitled to the total compensation provided herein. Brokerage Firm will preserve any confidential information obtained during another agency relationship or in a prior or pending transaction or business relationship. Seller acknowledges and agrees that the preservation of this confidential information shall not constitute a breach of any fiduciary duty owed by Brokerage Firm to Seller.

SELLER DISCLOSURE Seller agrees to provide the buyer a "Seller's Disclosure Statement" prior to accepting a purchase agreement from the buyer, unless disclosure is exempt under Michigan law. If any change or discovery renders a representation made by Seller in the Seller's Disclosure Statement, or any other representation made by Seller, potentially inaccurate or misleading, Seller agrees to modify the Seller's Disclosure Statement or otherwise modify the representation so as to make it accurate and not misleading.

REPRESENTATIONS Seller acknowledges that Brokerage Firm is relying on oral and written representations from Seller to perform Brokerage Firm's obligations under this Agreement including, but not limited to, marketing of the Property, providing documents, and communications with potential buyers, third parties, and the MLS. Seller warrants to Brokerage Firm that any representations Seller makes to Brokerage Firm or any other party are true and accurate. Seller agrees to notify Brokerage Firm of any material changes to the Property or representations made by Seller to Brokerage Firm which may affect the marketability of the Property.

INDEMNIFICATION

- A. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by Brokerage Firm in the performance of this Agreement shall be the responsibility of Brokerage Firm, and not the responsibility of the Seller, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of Brokerage Firm, any subcontractor, anyone directly or indirectly employed by Brokerage Firm.
- B. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the Seller in the performance of this Agreement shall be the responsibility of the Seller and not the responsibility of Brokerage Firm if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any of the Seller's employees or agents, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Seller or its employees as provided by statute or court decisions.
- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Seller and Brokerage Firm in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the Seller and Brokerage Firm in relation to each party's responsibilities under these joint activities provided

that nothing herein shall be construed as a waiver of any governmental immunity by the Seller or its employees, respectively, as provided by statute or court decisions.

RELEASE Seller acknowledges and understands that Brokerage Firm, its agents, employees, and representatives are not acting as appraisers, builders, accountants, engineers, environmentalists, inspectors, surveyors, tax advisors, or attorneys in the context of this Agreement or any future purchase agreement. Seller has been specifically advised to seek professional input or advice in these areas from those professionals as may be advisable and prudent.

DEFAULT In the event Seller defaults on any obligation stated in this Agreement, Brokerage Firm shall have the right to terminate this Agreement and may pursue any and all rights and remedies available to Brokerage Firm in law and in equity, including any damages and attorney's fees incurred by Brokerage Firm as a result of Seller's default. If a sale is not consummated because of Seller's refusal to perform, Seller shall be in default of this Agreement and the full commission shall be due and payable upon such refusal. If a sale is not consummated because of the buyer's failure to perform and the buyer's deposit is forfeited, Seller agrees that one-half of such deposit (but not in excess of the amount of the full commission) shall be retained by the Brokerage Firm. Seller grants to Brokerage Firm a lien upon the Property to secure the payment of any commission and other amounts due under this Agreement. Brokerage Firm has the right to file a notice of lien with the register of deeds for the county in which the Property is located, and a copy of any notice filed shall be provided to Seller. Seller also grants to Brokerage Firm a lien or other security interest in any proceeds of the sale of the Property equal to any commission or other amount due under this Agreement.

LIMITATION Seller and Brokerage Firm agree that any and all claims or lawsuits between the parties relating to this Agreement must be filed no more than six (6) months after the end of this Agreement. The parties waive any statute of limitations to the contrary.

INSURANCE Brokerage Firm shall not commence work under this Agreement until it has obtained the insurance required under this section, and shall keep such insurance in force during the entire life of this Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the Seller. The requirements below should not be interpreted to limit the liability of Brokerage Firm. All deductibles and SIR's are the responsibility of Brokerage Firm. Brokerage Firm shall procure and maintain the following insurance coverage:

- A. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included;
- B. **Worker's Compensation Insurance** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- C. **Automobile Liability Insurance** including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. **Professional Liability Insurance** in an amount not less than \$1,000,000 per occurrence and aggregate. If this policy is claims made form, then the Contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of three (3) years after the termination of this Agreement.
- E. **Additional Insured:** Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be ***Additional Insureds***: Livingston County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the Seller as additional insured, coverage afforded is considered to be primary and any other insurance the Seller may have in effect shall be considered secondary and/or excess.

- F. **Cancellation Notice**: All policies, as described above, shall include an endorsement stating that it is understood and agreed thirty (30) days, ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Livingston County, ATTN: Purchasing 304 E. Grand River Ave., Suite 204 Howell, MI 48843.
- G. **Proof of Insurance Coverage**: Brokerage Firm shall provide the Seller, at the time that the Agreement copies are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable.

If any of the above coverage(s) expire during the term of this Agreement, Brokerage Firm shall deliver renewal certificates and endorsements to the Seller at least ten (10) days prior to the expiration date.

The required Certificate of Liability Insurance and endorsements must be submitted to the Purchasing Office when this Agreement has been fully executed. The Insurance Certificate and endorsements may be faxed or emailed to **517.546.7266** or sfreni@livgov.com.

IRAN LINKED BUSINESS Brokerage Firm has certified to the Seller that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of Brokerage Firm, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that Brokerage Firm shall not become an "Iran linked business" during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000 OR TWO (2) TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

COMPLIANCE WITH THE LAW In performing the services to be conducted under this Agreement, Brokerage Firm shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations including, but not limited to, all applicable OSHA/MIOSHA requirements, the Americans with Disabilities Act, Federal and/or State licensing, and/or certification requirements for services provided under this Agreement.

APPLICABLE LAW AND VENUE This Agreement shall be subject to and construed in accordance with the laws of the State of Michigan. The Seller and Brokerage Firm agree that the venue for the bringing of any legal or equitable actions arising out of this Agreement shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in or is moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

INDEPENDENT CONTRACTOR It is expressly understood and agreed that Brokerage Firm is an independent contractor. The employees, servants, agents, and assigns of Brokerage Firm shall in no way be deemed to be and shall not hold themselves out as employees, servants, or agents of the Seller and shall not be entitled to any fringe benefits of the Seller, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity.

Brokerage Firm shall be responsible for paying all salaries, wages, and other compensation which may be due its employees or agents for performing services under this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes, to the proper Federal, State, and local governments. To the extent permitted by law, Brokerage Firm retains all rights as an employer to hire, promote, demote, transfer, or terminate any of its employees. If Brokerage Firm transfers or terminates any of the employees assigned to perform the services required by this Agreement, the Brokerage Firm shall replace that employee with another qualified employee.

WAIERS No failure or delay on the part of either of the parties to this Agreement in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or privilege preclude

In no event shall the making by the Seller of any payment due to the Brokerage Firm constitute or be construed as a waiver by the Seller of any breach of a provision of this Agreement, or any default which may then exist, on the part of Brokerage Firm, and the making of any such payment while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Seller in respect to such breach or default.

AMENDMENTS Modifications, amendments, or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

ASSIGNMENT Brokerage Firm shall not assign its duties and/or obligations or right to receive payments under this Agreement without the prior written consent of the Seller. In no case, however, shall such approval relieve Brokerage Firm from its obligations, or alter the terms under this Agreement.

SECTION TITLES The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

ELECTRONIC SIGNATURES/COMMUNICATIONS 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 by electronic mail or by fax via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. 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. Seller represents and warrants an electronic email address has been provided to Brokerage Firm from which Seller may send and receive email.

STIPULATION FOR ELECTRONIC STORAGE OF INSTRUMENTS AND DOCUMENTS The undersigned Seller hereby stipulates and acknowledges that all documents relating to this Agreement and all records and correspondence relating thereto, whether now existing or created hereafter, may be stored as electronic images and the originals of the electronically stored documents may be destroyed. The electronic images shall be deemed to serve as the original documents thereafter.

CONSENT TO FEES Seller agrees to pay all sales expenses and to permit those expenses to be deducted from Seller's proceeds at closing. Seller agrees to pay Brokerage Firm a fee of \$395 for compliance, administration, and additional services rendered to Seller in connection with the sale of the Property. Seller acknowledges Brokerage Firm may be offered placement fees, finders fees, or other consideration from third party service providers who may become involved in the sale of the Property. Seller grants Brokerage Firm permission to receive such fees or consideration.

MERGER This Agreement constitutes the entire agreement between the parties, and any prior agreements, whether oral or written, have been merged and integrated into the Agreement.

HEIRS This Agreement shall be binding on the heirs, personal representatives, administrators, executors, assigns and successors of Seller.

INVALID/UNENFORCEABLE PROVISIONS If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.

COUNTERPARTS This Agreement may be signed in any number of counterparts.

CANCELLATION This Agreement can be terminated only by mutual consent in writing.

☐ **ATTACHED ADDENDUM/ADDENDA**

OTHER

RECEIPT Seller has read this Agreement and acknowledges receipt of an executed copy.

Accepted by:


Agent for Brokerage Firm

_____ Date

_____ Seller

_____ Date

_____ Seller

_____ Date

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
By: COURTNEY A. GABBARA 3/28/2022

AMENDMENT TO LISTING CONTRACT

This Amendment is attached to and made part of and amends a certain Listing Contract between

Preview Properties Inc., a Michigan Corporation d/b/a **preview properties.com** and

Nathan Burd - Livingston County Administrator (Seller) dated _____, 20____, covering
property at Tax ID #'s 11-06-100-040 + 11-06-100-032,
(Address)

The Listing Contract is hereby amended as follows:

List price to be as follows:

- 1) Both parcels combined \$400,000
- 2) Parcel ID # 11-06-100-040 - \$225,000 individually
- 3) Parcel ID # 11-06-100-032 - \$175,000 individually

All other provisions of the Listing Contract remain in full force and effect except as to those provisions which are specifically amended by this amendment.

SIGNATURES:

Seller's Signatures:

Seller

Seller

Date

Preview Properties.com

BY 
ITS _____ Broker

Date

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
By: COURTNEY A. GABBARA 3/28/2022

Fraud Alert

IMPORTANT REMINDER TO OUR CLIENTS AND CUSTOMERS:

We all appreciate the convenience of transacting business via email, however it is very important to be diligent when doing so.

The following scenario is a true example:

Buyer receives closing documents and wiring instructions via email from her buyer's agent. Soon thereafter, the same closing documents and different wiring instructions are received from the same agent. The buyer wires funds in accordance with the second set of wiring instructions only to find that the second email was fraudulent and DID NOT come from the agent. Of course, by the time this is discovered, the money is long gone.

FOLLOWING ARE SOME IMPORTANT GUIDELINES:

1. Never transmit confidential information over **free** Wi-Fi.
2. It is very unusual for wiring instructions to be changed. Receiving an email changing wiring instruction should raise concern. Do not wire money until you have confirmed wiring instructions via telephone call initiated by you to a known number! Do not call any number shown on the email changing the wiring instructions.
3. Never trust contact information in unverified emails.
4. Review all emails carefully. A fake email can appear to be from someone you have been corresponding with regularly. Often these types of fake emails can be spotted on the basis of style, tone, grammar and/or awkward sentence structure. Trust your instincts. If a message looks suspicious, follow up with a phone call to a number known by you to be legitimate and check it out. It only takes a few minutes.
5. Beware of last minute instructions, particularly if those instructions contradict earlier instructions.

Client Signature: _____ Date: _____

Client Signature: _____ Date: _____

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
By: COURTNEY A. GABBARA 3/28/2022

Hold Harmless Agreement

Preview Properties.com

Brokerage Firm

In consideration of the services to be provided by Brokerage Firm and its agents, employees, and representatives ("Agent"), the undersigned buyer or seller ("Client") hereby agrees to hold harmless Brokerage Firm and Agent from all loss, damage, liability, or expense which may be caused by the services to be provided or by acts or neglects of third parties including but not limited to property inspectors, appraisers, lenders, visitors, and independent contractors. Client shall further save, defend, indemnify and hold harmless Brokerage Firm and Agent from any and all losses, damages, liabilities, claims, causes of action, judgments, costs, expenses, and attorney fees incurred by or asserted against them as a result of the pursuit of the purchase or sale of property for Client. Client agrees that if Client takes any action against Brokerage Firm or Agent contrary to this agreement, Client shall reimburse Brokerage Firm and Agent for any attorney fees or costs of any kind or nature which may be incurred by them to enforce the provisions of this agreement.

Client acknowledges Brokerage Firm and Agent have made no guarantees or promises of a sale or purchase. It has been explained to Client that, in a changing real estate market, brokers and agents can make no warranties express or implied as to time of sale, sale price, or probability of sale of any property. Client acknowledges Brokerage Firm and Agent are not acting as appraisers, builders, accountants, engineers, environmentalists, inspectors, surveyors, tax advisors or attorneys in the context of the sale or purchase of property. Client has been specifically advised to seek professional input and advice in these areas from those professionals as may be advisable and prudent. Client acknowledges that Client has been given the opportunity to seek such professional input and advice, and Client has utilized that opportunity to the extent desired.

Any information Agent presents to Client is to assist Client in making an educated decision in the sale or purchase of property, and is for the convenience of the Client only. Client understands that Agent cannot provide information relating to invoices, bills, taxes, assessments, association dues, lis pendens, liens, or other payment demands which otherwise should be disclosed through a title commitment or which becomes known subsequent to closing.

By signing below, Client acknowledges Client has read and understands the terms of this agreement and the releases it contains, and Client signs the agreement voluntarily with no inducement or pressure by Brokerage Firm or Agent with an intent to be bound. No oral representations, statements or inducements, other than what has been set forth above in writing, have been made.

Client's Signature

Date

Nathan Burd - Livingston County Administrator

Print Client's Name

Client's Signature

Date

Print Client's Name

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:

COHL, STOKER & TOSKEY, P.C.

By: COURTNEY A. GABBARA 3/28/2022