

Union City Community Schools

“Educating and Preparing Each Child for Their Future”

Union City, Michigan 49094 / Superintendent’s Office (517) 741-3300 – Fax (517) 741-5205

Board of Education Agenda

Monthly Board Meeting	High School Media Center
Monday, July 21, 2025	6:30 PM

I. **Call To Order**

a. **Pledge of Allegiance**

b. **Opening Statement**

Welcome to the Union City Community Schools Board meeting. Our meeting agenda is available for you to follow. The expectation for our board meeting is to follow this agenda closely. We operate under the Open Meetings Act and utilize Roberts Rule of Order to govern our discussion and decision-making process. There is an opportunity for public comment during our set agenda. We welcome the public to express their opinions during this time of our agenda. If there are questions about the agenda or the board meeting process, please seek out one of the Board members for clarification.

II. **Addition or Deletion of Items to the Agenda**

III. **Consent Agenda**

a. **Approval of Minutes**

1. Rescheduled Regular Meeting 6/23/25
2. Closed Session 6/23/25

IV. **Correspondence**

V. **Comments From the Audience on Agenda Items**

a. **Public Comments Statement**

This is the section of the meeting in which the public may make comments or share their opinions about items on the agenda. We ask you to limit your comments to no longer than 5 minutes per person to allow others the opportunity to speak. This is an opportunity for the Board to listen to your concerns. It is not Board practice to act on the concerns voiced during this meeting to allow for the Board to do further research.

VI. **Action Items**

a. **Financials**

Board action is required to approve the financials for the month ending May 31, 2025.

b. **College and Career Readiness Coordinator**

Board action is required to approve the hiring of Stacy Guertler for this position.

c. **High School Counselor Hiring**

Board action is required to approve the hiring of Ashley Sechler as the high school counselor.

d. **High School Spanish/English Teacher**

Board action is required to approve the rehiring of Erin Ormsby as the high school Spanish/English teacher.

e. **Hiring of 4th Grade Teacher**

Board action is required to approve the hiring of Amy Katz as a 4th grade teacher.

f. **Hiring of Elementary Assistant Cook**

Board action is required to approve the hiring of Kendra Williams as an assistant elementary cook.

g. **Selling of House at 410 South Street**

Board action is required to approve the seller's real estate agent services documents substantially in the form presented, and to authorize the superintendent or his designee, subject to legal review, to negotiate, modify, and execute the documents in the best interests of the district.

VII. **Discussion Item**

a. **Electric Bus Purchase**

b. **Elementary Parking Lot and Driveway Paving**

c. **Construction Update**

VIII. **Information**

a. **Community Forum for Construction Project - Tuesday, July 29 at 7:00pm**

IX. **Public Comment**

a. **Public Comments Statement**

This is the section of the meeting in which the public may make comments or share their opinions about Union City Community Schools. We ask you to limit your comments to no longer than 5 minutes per person to allow others the opportunity to speak. This is an opportunity for the Board to listen to your concerns. It is not Board practice to act on the concerns voiced during this meeting to allow the Board to do further research.

X. **Board Roundtable**

XI. **Adjournment**

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated in agenda items five (V) and nine (IX). If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the meeting or hearing, please contact Kelly AcMoody at 517-741-8091 at least one week prior to the meeting or as soon as possible.

Public Hearing and Rescheduled Regular
Monthly Board Meeting
Monday, June 23, 2025 6:30 PM Eastern

High School Media Center
430 St. Joseph Street
Union City, MI 49094

Call To Order

Vice President Darin LaBar called the meeting to order at 6:30 p.m.

Jennifer Gautsche:	Absent
Amber Herman:	Absent
Darin LaBar:	Present
Jeremy Steele:	Absent
Archie Mears:	Present
Paul Arlt:	Present
Andrew Yockey	Present

Pledge of Allegiance

Opening Statement

Vice President LaBar appointed Andrew Yockey as acting secretary.

2024-2025 Proposed Budget Amendment

Business Manager, Sara Leson, presented the proposed 2024-2025 budget amendment.

2025-2026 Budget Proposal

Business Manager, Sara Leson, presented the proposed 2025-2026 budget.

Public Hearing on Proposed Budgets and/or Public Comments on Agenda Items - None

Addition or Deletion of Items to the Agenda

The Board of Education adds Information Item Xa. New York City Visit Presentation and moves the other information items down. This motion, made by Archie Mears and seconded by Andrew Yockey, Carried.

Paul Arlt: Yea, Darin LaBar: Yea, Archie Mears: Yea, Andrew Yockey: Yea

Yea: 4 Nay: 0

Consent Agenda

The Board of Education approves the consent agenda as presented. This motion, made by Archie Mears and seconded by Andrew Yockey, Carried.

Paul Arlt: Yea, Darin LaBar: Yea, Archie Mears: Yea, Andrew Yockey: Yea

Yea: 4 Nay: 0

Approval of Minutes

Rescheduled Regular Meeting 5.12.25

Special Meeting 5.12.25

Closed Session 5.12.25

Special Meeting 5.27.25
Closed Session 5.27

Cross Country Summer Team Camp

Correspondence - None

Action Items

2024-2025 Budget Amendment Resolution

The Board of Education approves the 2024-2025 budget amendment resolution as presented. This motion, made by Archie Mears and seconded by Paul Arlt, Carried.
Archie Mears: Yea, Andrew Yockey: Yea, Paul Arlt: Yea, Darin LaBar: Yea
Yea: 4 Nay: 0

2025-2026 Budget Resolution

The Board of Education approves the 2025-2026 budget resolution as presented. This motion, made by Archie Mears and seconded by Paul Arlt, Carried.
Andrew Yockey: Yea, Paul Arlt: Yea, Archie Mears: Yea, Darin LaBar: Yea
Yea: 4 Nay: 0

2025-2026 Resolution Authorizing Issuance of Notes in Anticipation of State School Aid

The Board of Education approves the 2025-2026 Resolution Authorizing Issuance of Notes in Anticipation of State School Aid as presented. This motion, made by Archie Mears and seconded by Andrew Yockey, Carried.
Paul Arlt: Yea, Archie Mears: Yea, Andrew Yockey: Yea, Darin LaBar: Yea
Yea: 4 Nay: 0

Millage Levy Resolution

The Board of Education approves the 2025 Tax Millage Rate Request Report to County Board of Commissioners (L-4029). This report requests levying the allowable portion of the 18.000 mills on non-homestead and non-qualified agricultural property (currently 17.3139 mills) on December 1, 2025; and that on all district properties, an amount not to exceed the allowable portion of the 4.5 mills authorized by the voters for Sinking Fund Millages (currently 2.9892 mills) on December 1, 2025.

This motion, made by Archie Mears and seconded by Andrew Yockey, Carried.
Archie Mears: Yea, Andrew Yockey: Yea, Paul Arlt: Yea, Darin LaBar: Yea
Yea: 4 Nay: 0

Michigan High School Athletic Association (MHSAA) 2025-26 Membership Resolution

The Board of Education approves the 2025-2026 MHSAA Membership Resolution as presented. This motion, made by Archie Mears and seconded by Andrew Yockey, Carried.
Archie Mears: Yea, Paul Arlt: Yea, Andrew Yockey: Yea, Darin LaBar: Yea
Yea: 4 Nay: 0

School of Choice Resolution for 2025-2026

The Board of Education approves the School of Choice Resolution for 2025-2026 as presented. This motion, made by Archie Mears and seconded by Paul Arlt, Carried.

Andrew Yockey: Yea, Paul Arlt: Yea, Archie Mears: Yea, Darin LaBar: Yea
Yea: 4 Nay: 0

Retirement

The Board of Education accepts the retirement of Deb McDowell, Food Service Director. This motion, made by Archie Mears and seconded by Paul Arlt, Carried.

Paul Arlt: Yea, Darin LaBar: Yea, Archie Mears: Yea, Andrew Yockey: Yea
Yea: 4 Nay: 0

Food Service Director

The Board of Education approves the hiring of Jamey Cerka-Wilks as the Food Service Director. This motion, made by Archie Mears and seconded by Andrew Yockey, Carried.

Paul Arlt: Yea, Darin LaBar: Yea, Archie Mears: Yea, Andrew Yockey: Yea
Yea: 4 Nay: 0

Coaching Recommendation

The Board of Education accepts the recommendation of Hayley Denney, Athletic Director, for a coaching position as presented. This motion, made by Archie Mears and seconded by Andrew Yockey, Carried.

Paul Arlt: Yea, Darin LaBar: Yea, Archie Mears: Yea, Andrew Yockey: Yea
Yea: 4 Nay: 0

NEOLA Policy Repeal

The Board of Education approves repealing the NEOLA Anti-Bullying Policy 5517.01. This motion, made by Archie Mears and seconded by Paul Arlt, Carried.

Paul Arlt: Yea, Darin LaBar: Yea, Archie Mears: Yea, Andrew Yockey: Yea
Yea: 4 Nay: 0

Thrun Policy Adoption

The Board of Education approves the adoption of the Thrun Anti-Bullying Policy 5207. This motion, made by Archie Mears and seconded by Paul Arlt, Carried.

Paul Arlt: Yea, Darin LaBar: Yea, Archie Mears: Yea, Andrew Yockey: Yea
Yea: 4 Nay: 0

UCEA-MEA Contract 2025 – 2028

The Board of Education approves the UCEA-MEA Contract for 2025-2028 as presented. This motion, made by Archie Mears and seconded by Paul Arlt, Carried.

Paul Arlt: Yea, Darin LaBar: Yea, Archie Mears: Yea, Andrew Yockey: Yea
Yea: 4 Nay: 0

Discussion Items

Personnel and Finance/Building and Site Committee Meetings

Both committees will need to meet prior to the July 21 board meeting.

Information Items

New York City Visit

Richard Maples, high school history teacher, reported on the recent trip to New York City by high school students.

Tracker Update – Information included.

MHSAA Update – Information included.

Grant Awards

Clean Bus Energy Grant – Information included.

Michigan Healthy Schools Grant– Information included.

Pre-Audit Governance Letter from Willis and Jurasek, P.C. – Information included.

Public Comment - None

Public Comments Statement

Board Roundtable - None

Closed Session

The Board of Education adjourns to closed session for the purpose of discussing contract negotiations per Section 8(c) of the Open Meetings Act. This motion, made by Archie Mears and seconded by Andrew Yockey, Carried.

Paul Arlt: Yea, Darin LaBar: Yea, Archie Mears: Yea, Andrew Yockey: Yea
Yea: 4 Nay: 0

Vice President Darin LaBar adjourned to closed session at 7:22 p.m.

The Board of Education comes back into open session. This motion, made by Archie Mears and seconded by Andrew Yockey, Carried.

Paul Arlt: Yea, Darin LaBar: Yea, Archie Mears: Yea, Andrew Yockey: Yea
Yea: 4 Nay: 0

Vice President Darin LaBar called the meeting back to order at 7:36 p.m.

Adjournment

The Board of Education adjourns the rescheduled regular meeting. This motion, made by Andrew Yockey and seconded by Archie Mears, Carried.

Paul Arlt: Yea, Darin LaBar: Yea, Archie Mears: Yea, Andrew Yockey: Yea
Yea: 4 Nay: 0

Vice President Darin LaBar adjourned the meeting at 7:37 p.m.

Sara Leson
Recording Secretary

4/30/2025 Begin. Cash on Hand:	\$1,560,624		Total of Bills:	1,028,032
Total Receipts:	\$1,348,281		Total Net Payroll:	383,162
Total Expenditures:	\$1,411,195		Total Bills and Payroll	\$1,411,195
5/31/2025 Total Cash on Hand:	\$1,497,710		to be Approved:	

Union City Community Schools
 General Fund Statement of Revenue and Expenditure Compared to Budget
 For Period Ending May 31, 2025

	YTD ACTIVITY	CURRENT BUDGET	VARIANCE	PERCENT OF BUDGET
REVENUE				
Local Sources	1,461,108	\$ 1,528,271	(67,163)	95.61%
State Sources	8,019,854	10,953,361	(2,933,507)	73.22%
Federal Sources	21,540	277,580	(256,040)	7.76%
Other Financing Sources	449,569	625,000	(175,431)	71.93%
		32,000		
TOTAL REVENUE	9,952,071	13,416,212	(3,432,141)	
EXPENDITURES				
INSTRUCTION				
Basic Program	5,367,518	6,064,571	697,053	88.51%
Added Needs	1,649,583	2,181,573	531,990	75.61%
Total Instruction	7,017,101	8,246,144	1,229,043	
SUPPORT SERVICE EXPENSE				
Pupil	586,341	708,736	122,395	82.73%
Improvement Instructional Staff	243,225	255,056	11,831	95.36%
General Administration	451,946	497,716	45,770	90.80%
School Administration	679,816	739,692	59,876	91.91%
Fiscal Services	328,467	335,794	7,327	97.82%
Operation & Maintenance	1,192,532	1,266,064	73,532	94.19%
Transportation	678,371	722,319	43,948	93.92%
Central Support	183,345	247,475	64,130	74.09%
Athletics	513,057	571,000	57,943	89.85%
Community Services	4,444	6,200	1,756	71.67%
Payments to Other Govt Units	138		(138)	0.00%
Site Improvement Services	2,500		(2,500)	0.00%
Prior Period Adjustments	0		0	0.00%
Debt Service	35,975	36,342	367	0.00%
Fund Modification to Food Service		0	0	0.00%
Total Support Services	4,900,156	5,386,394	364,680	
TOTAL EXPENDITURES	11,917,257	13,632,538	1,593,722	
EXCESS REVENUE (EXPENDITURES)	(\$1,965,186)	(\$216,326)		
Non-spendable (inventory)	10,410	10,410		
Assigned (Capital Expenditures)	75,000	75,000		
Unassigned (Undesignated)	1,909,777	1,909,777		
BEGINNING FUND BALANCE	1,995,187	1,995,187		
ENDING FUND BALANCE	\$30,001	\$1,778,861		

UNION CITY COMMUNITY SCHOOLS - TREASURER'S REPORT STATUS OF GENERAL, DEBT RETIREMENT, FOOD SERVICE, TRUST & AGENCY, AND SINKING FUNDS AS OF MAY 31, 2025			UNION CITY COMMUNITY SCHOOLS - TREASURER'S REPORT STATUS OF GENERAL, DEBT RETIREMENT, FOOD SERVICE, TRUST & AGENCY, AND SINKING FUNDS AS OF MAY 31, 2024		
Current Year			Prior Year		
Balance as of 4/30/2025			Balance as of 4/30/2024		
General Fund Cash Accounts	907,014		General Fund Cash Accounts	1,442,624	
Food Service Checking Accounts	22,516		Food Service Checking Accounts	41,534	
Trust & Agency Checking Accounts***	179,619		Trust & Agency Checking Accounts***	149,248	
SF Cash	451,403		SF Cash	1,236,627	
2023 Bond Account	71		2023 Bond Account	110	
Total Cash On Hand	\$1,560,624		Total Cash On Hand	2,870,034	
Current Month Activities			Prior Year-Current Month Activities		
		YTD Activities			
General Fund Revenue	1,313,457	15,881,595	General Fund Revenue	1,332,767	
Food Service Revenue	16,809	331,109	Food Service Revenue	8,734	
Trust & Agency Revenue	17,747	123,246	Trust & Agency Revenue	23,822	
SF Revenue	268	3,721	SF Revenue	1165.81	
2023 Bond Revenue	0	438,215	2023 Bond Revenue	0.01	
Total Revenue	\$1,348,281	16,339,671	Total Revenue	1,366,488	
General Fund Expenses	966,954	11,835,132	General Fund Expenses	1,145,348	
Net Payroll	383,162	4,219,121	Net Payroll	381,199	
Food Service Expenses	33,250	359,560	Food Service Expenses	32,796	
Trust & Agency Expenses	23,386	105,266	Trust & Agency Expenses	18,778	
SF Expenses	4,443	1,310,096	SF Expenses	465,337	
2023 Bond Expense	-	438,231	2023 Bond Expense	110	
Total Expenses	\$1,411,195	17,829,176	Total Expenses	2,043,457	
Balance as of 5/31/2025			Balance as of 5/31/2024		
General Fund Cash Accounts	870,354		General Fund Cash Accounts	1,248,844	
Food Service Checking Accounts	6,075		Food Service Checking Accounts	17,472	
Trust & Agency Checking Accounts***	173,980		Trust & Agency Checking Accounts***	154,292	
SF Cash	447,229		SF Cash	772,456	
2023 Bond Account	71		2023 Bond Account	0	
Total Cash On Hand	\$1,497,710		Total Cash On Hand	2,193,065	

FOOD SERVICE-May

Union City Community Schools

School Service Fund

Combined Statement of Revenue and Expenditures Compared to Budget

For The Peroid Ending

May 31, 2025

FOOD SERVICE				
	<u>Actual</u>	<u>Proposed Budget</u>	<u>Variance</u>	<u>% of Budget</u>
<u>REVENUE:</u>				
Local Sources	38,513	\$ 47,000	\$8,487	18%
State Sources	72,662	120,000	47,338	0.00%
Federal Sources	485,550	509,000	23,450	0.00%
INCOMING TRANSFERS	0	0	0	
TOTAL REVENUE	596,725	676,000	\$79,275	
<u>EXPENDITURES:</u>				
Salaries	176,097	198,000	(21,903)	88.94%
Employee Benefits	101,961	118,450	(16,489)	86.08%
Purchased Services	25,341	15,640	9,701	162.03%
Supplies & Materials	319,990	285,000	34,990	112.28%
Capital Outlay	9,148	9,000	148	
Other Expense	1,790	800	990	223.81%
Other Transactions	0	32,882	(32,882)	0.00%
TOTAL EXPENDITURES	634,328	659,772	(25,444)	0.00%
OUTGOING TRANSFERS				
TOTAL EXPENDITURES	634,328	659,772	(25,444)	0.00%
EXCESS REVENUE (EXPENDITURES)	(37,603)	16,228		
BEGINNING FUND BALANCE	13,578	13,578		
ENDING FUND BALANCE	(\$24,025)	\$29,806		



Union City Community Schools

430 St. Joseph Street, Union City, MI 49094

Ph: 517-741-3312

Fax: 517-741-5205

Jamey Cerka-Wilks

Food Service Director

jcerka-wilks@unioncityschools.org

Dear Members of the Board of Education,

I recommend the following candidate for employment with Union City Community Schools, Kendra Williams.

It is with pleasure that I recommend this candidate be added to the hot lunch staff, as an assistant cook, at the Elementary School. Starting date for this position is August 18th, 2025.

Best Regards,

Jamey Cerka-Wilks

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To: Union City Community Schools (Chris Katz Superintendent)
From: William Coats
Property: 410 South St Union City MI 49094
Date: 07/14/2025

This is to give you notice that William Coats has an ownership interest in ENDEAVOR TITLE AGENCY, LLC, a Michigan Limited Liability Company located in Kalamazoo, Michigan. ENDEAVOR TITLE AGENCY, LLC is a title insurance policy-issuing agent of Chicago Title Insurance Company. Chicago Title Insurance Company wholly owns Chicago Title of Michigan, Inc. Chicago Title of Michigan, Inc. is the Manager of ENDEAVOR TITLE AGENCY, LLC. Because of these relationships, this referral may provide William Coats a financial or other benefit.

Set forth below is the estimated charge or range of charges by ENDEAVOR TITLE AGENCY, LLC for the settlement services listed. You are **NOT** required to use the listed provider as a condition for purchase, sale or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Title Insurance:

ALTA Owner's Policy

Coverage Amount	Premium
First \$20,000 (or fraction)	\$450.00
\$20,001 - \$100,000	\$6.42/\$1,000.00
\$100,001 - \$200,000	\$4.55/\$1,000.00
\$200,001- \$300,000	\$3.75/\$1,000.00
\$300,001- \$1,000,000	\$3.21/\$1,000.00
Above \$1,000,000.00	\$2.68/\$1,000.00

ALTA Residential Homeowner's Policy

Coverage Amount	Premium
First \$20,000 (or fraction)	\$500.00
\$20,001 - \$100,000	\$6.70/\$1,000.00
\$100,001 - \$200,000	\$5.35/\$1,000.00
\$200,001- \$300,000	\$4.55/\$1,000.00
\$300,001- \$1,000,000	\$3.48/\$1,000.00
Above \$1,000,000.00	\$2.84/\$1,000.00

Note: These charges are the rates filed with the State of Michigan for Chicago Title Insurance Corporation.

Acknowledgment

I / we have read this disclosure form and understand that William Coats is referring me/us to purchase the above-described settlement service(s), and may receive a financial or other benefit as a result of this referral.

Signature: Date: _____

Signature: _____ Date: _____



SELLER SERVICES AGREEMENT

Beginning Date of this Agreement _____

1. **DURATION AND DESCRIPTION:** In consideration of the efforts of PPWM, LLC dba Berkshire Hathaway HomeServices Michigan Real Estate (hereinafter referred to as BHHS-MRE) to market, negotiate with potential Buyers, present offers to purchase and facilitate the sale of certain property (hereinafter referred to as the Property) Seller.

Seller(s) as in the title Chris Katz (superintendent) Type of Ownership (circle one) Sole or Joint

whose address is 430 St Joseph St Union City _____, MI 49094
Street Address City State Zip Code

hereby grants BHHS-MRE until 11:59 P.M. _____ exclusive right to sell the real estate located in the Village _____
Month Day Year City, Village, Township

of Union City _____, Branch _____ County, Michigan, commonly known as 410 South St
Name of the City/Village/Township County Name Street Number / Name/ Direction

_____, Union City _____, MI 49094 and legally known as 021-E90-005-001-00
(Continue Street Number / Name/ Direction) Name of the City State Zip Code Tax I.D. Number (Permanent Parcel I.D. Number)

If the Property is located in a subdivision or condominium: Lot Number(s): _____ or Unit Number(s): _____

Name of Subdivision or Condominium: _____

If the Property is not platted or is not a condominium or if additional land is included, the tax or legal description is:

2. **PRICE AND TERMS:** The price of the Property is to be \$ 229,900 in cash or any other price, terms, or exchange to which Seller may hereafter consent. The terms "Sale" or "Sold" shall be deemed to include, but not be limited to, any exchange or trade to which Seller consents. In the event of an exchange or trade, BHHS-MRE is permitted to represent and receive compensation pursuant to any written agreement from Seller or any Buyer.

New Mortgage (check all that apply): Conventional FHA VA MSHDA Other: _____

Possession (check one): At Close _____ days after closing

3. **NON-DISCRIMINATION:** Seller agrees as required by law not to discriminate because of, race, color, national origin, age, sex, handicap, religion, height, and weight, marital, familial status, sexual orientation, gender identity, expression with respect to the sale or lease of the Property. Seller acknowledges BHHS-MRE is required to comply with Federal, State and Local non-discrimination laws pertaining to the sale or rental of real estate.

4. **ITEMS INCLUDED OR EXCLUDED WITH SALE:** The Property shall include all buildings, improvements, appurtenances and fixtures. Seller is advised that any purchase agreement may include a list of items which are considered appurtenant to the property and that Seller be very specific as to what those items may or may not be. The price of the Property shall

INCLUDE the following items: Dishwasher; Dryer; Microwave; Oven; Range; Refrigerator; Washer;

but shall **EXCLUDE the following RESERVED ITEMS:** _____

and shall **EXCLUDE the following RENTED ITEMS:** _____

By initialing here Seller(s) acknowledge that they have thoroughly read and accept the terms listed on this page:

Page 1 of 4 © PPWM, LLC dba Berkshire Hathaway HomeServices Michigan Real Estate

Rev. Date 09/13/2024

Initials of Seller(s)

5. **HOME WARRANTY PROGRAMS:** With many Buyers the assurances provided under a Home Warranty Program are desired in purchasing a home. BHHS-MRE recommends that the Seller consider such an offering as an additional incentive. Such programs vary in expense and covered claims, including those which provide the Seller coverage during the listing period prior to closing. (choose one)
 Seller agrees to offer to the Buyer such a program through _____
 Seller does not wish to offer such a program at this time.

6. **MARKETABLE TITLE & TITLE INSURANCE:** Seller agrees to provide a current ALTA Owner's Policy of Title Insurance with expanded coverage in the amount of the purchase price from a Title Insurance company of Seller's choice. Seller represents that Seller has a good marketable title or has equitable title to execute and deliver such documents of conveyance as shall be required with full covenants of warranty free from all encumbrances except:

 List any encumbrances, restrictions, easements, encroachments, deed restrictions or special or deferred assessments to be assumed by the Buyer.

7. **GOVERNMENTAL OR ASSOCIATION ASSESSMENTS AND FEES:** (this includes known special assessments)

What: _____ Amount owed \$ _____ Association fees: \$ _____ Buy-in fees: \$ _____
Describe the nature of the Assessment

Other: _____

8. **MICHIGAN SELLER'S DISCLOSURE ACT:** Seller acknowledges that Seller is bound by the provisions, obligations and penalties of the Michigan Seller's Disclosure Act (unless specifically exempted from that act). Seller further acknowledges that Seller is required to provide prospective Buyers or their agents a written Seller's Disclosure Statement before the execution of a binding purchase agreement. Seller acknowledges and understands that failure to provide a prospective Buyer a signed Seller's Disclosure Statement may enable Buyer to terminate an otherwise binding purchase agreement prior to the transfer. In addition, Seller acknowledges that BHHS-MRE has provided them with a blank form, consistent with the requirements of the Seller's Disclosure Act.

9. **FEDERAL LEAD-BASED PAINT HAZARD DISCLOSURE:** Seller acknowledges being informed of Seller's responsibility for compliance with 42 U.S.C. 4852d, regarding the disclosure of lead-based paint hazards to potential Buyers in target housing.

10. **LAND DIVISION ACT:** If the Property is not platted (in whole or in part) and Seller intends to divide the Property for the purpose of sale, Seller is advised that Seller must comply with all terms and conditions of the Land Division Act. BHHS-MRE makes no representations regarding any of Seller's rights or obligations under the Land Division Act. Seller is advised to seek qualified legal counsel regarding Seller's rights and obligations under the Land Division Act.

11. **SELLER'S REPRESENTATION:** Except as may otherwise be disclosed in writing, Seller represents to the best of Seller's knowledge and belief that:

- A. There are no existing violations of any laws, statutes, ordinances, regulations, orders or requirements of any governmental authority affecting the Property.
- B. There is no pending or threatened litigation, administrative action, foreclosure, tax lien or claim relating to the Property.
- C. The current Principal Residence Exemption is 100 %.

12. **AUTHORIZATIONS:** Unless otherwise noted Seller authorizes BHHS-MRE to:

- 1. Place the Property on the MLS not sooner than _____ as well as any other MLS to which they have access. .
- 2. Place a sign on the Property,
- 3. Place a key box on the Property,
- 4. Advertise the Property and use the descriptive materials set forth here or on related forms,
- 5. Restrict the presentation of any offer to purchase the Property to a time when Seller's Designated Agent or the named supervisory broker is available to advise Seller with respect to the offer,
- 6. Recommend to any prospective Buyer to have inspections performed pertaining to any of Buyer's concerns.

13. **ACCESS:** Seller agrees to provide licensees and other parties authorized by BHHS-MRE with reasonable access to the Property, including all improvements on the Property, for the purpose of showing the Property to prospective Buyers and for service providers to perform services in conjunction with a proposed sale of the Property. If a tenant occupies the Property, consent of the tenant is required. Seller grants REALTORS® and other parties authorized by Seller, access to the Property for the purpose of showing and inspecting the Property under the following:

Door Code _____

14. **SELLER INDEMNIFICATION:** Seller acknowledges that neither BHHS-MRE, nor the MLS, nor any cooperating brokers, nor any of their employees, licensees or subagents is an insurer against loss or damage to persons or the Property. Seller releases and agrees to defend, indemnify and hold harmless BHHS-MRE and cooperating brokers and any of their employees, licensees or subagents and the MLS from any responsibility for loss or damage to persons or property resulting from access to the Property pursuant to this Agreement. Seller is advised to verify the existence of or obtain personal property insurance through Seller's insurance agent. BHHS-MRE recommends that Seller safeguard or remove all valuables and prescription medication.

By initialing here Seller(s) acknowledge that they have thoroughly read and accept the terms listed on this page:


 Initials of Seller(s)

15. **WELL/WATER QUALITY/SEPTIC EVALUATIONS:** If the Property has a private well and/or septic system, Seller acknowledges that Seller may be required to provide to Buyer an evaluation report of the well/water quality and/or septic system after a purchase agreement is signed and prior to closing. BHHS-MRE recommends that Seller obtain such evaluations in accordance with said purchase agreement.
16. **WATER AND SEWER:** Seller understands that unpaid water and sewer usage bills must be paid prior to closing or Seller may be required to escrow funds at the closing to cover such expenses.
17. **LIQUID HEATING AND COOKING FUEL:** Seller understands that any liquid heating or cooking fuel owned by Seller and located on the Property will become the property of Buyer at the time of possession and that there may be specific requirements in regard to these fuels in a purchase agreement.
18. **MAINTENANCE:** Unless otherwise agreed in writing, whether the Property is or is not occupied, Seller shall be responsible to insure, secure, maintain and winterize the Property. BHHS-MRE shall not be responsible for maintenance of the Property.
19. **RENTAL PROPERTY:** If the Property is rented now or if it shall be rented at any time during the term of this listing, Seller shall supply a copy of rental agreement to BHHS-MRE and disclose the existence and terms of any oral rental agreements. Seller agrees that once a binding purchase agreement is executed:
- A. None of the tenants occupying the Property shall be entitled to any concessions, rebates, allowances or free rent for any period after the closing date.
 - B. Seller will not enter into any agreement pertaining to the Property or any modification of, or release from, an existing lease or rental agreement, without the prior written consent of the Buyer.
20. **COMPENSATION: THE COMPENSATION CHARGED BY THE BHHS-MRE FOR SERVICES RENDERED, WITH RESPECT TO ANY LISTING, IS FULLY NEGOTIABLE BETWEEN THE BHHS-MRE AND SELLER AND IS NOT FIXED, CONTROLLED, SUGGESTED, RECOMMENDED, OR MAINTAINED BY ANY PERSON NOT A PARTY TO THE CONTRACT NOR IS IT SET BY LAW.** Seller agrees to pay BHHS-MRE compensation ("Compensation") of \$ zero plus 3 percent of the purchase price for the Property, if during the term of this Agreement, the Property is sold by anyone; or if anyone produces a Buyer ready, willing and able to purchase the Property under the terms set forth in this Agreement or any other terms to which the Seller agrees (collectively "Earned"). Seller hereby acknowledges that BHHS-MRE is entitled to payment of Compensation at the time it is Earned and shall be paid at closing. Seller acknowledges that BHHS-MRE is not serving as an attorney, tax advisor, surveyor, civil engineer, structural engineer, environmental expert or appraiser.
21. **COMPENSATION PROTECTION PERIOD:** If the Property is sold within twelve (12) months of the expiration date of this Agreement to any person or persons with whom Seller, BHHS-MRE or any licensed real estate broker has had negotiations, offered or dealt with for the sale of the Property during the term of this Agreement, the Compensation shall be deemed Earned. In the event an option is granted during the term of this Agreement or within twelve (12) months after the expiration date of this Agreement to any person or persons with whom Seller, BHHS-MRE or any licensed real estate broker has had negotiations, offered or dealt with for the sale thereof during the listing period, the Compensation shall be deemed Earned even if the option is exercised after the expiration of the twelve (12) months after the expiration date of this Agreement. If after expiration of this Agreement and prior to signing of an acceptable purchase agreement or option to purchase, the Property has been relisted with a Michigan licensed real estate broker, BHHS-MRE waives any claim they may have to the Compensation.
22. **COMPENSATION ADJUSTMENTS:** As a condition of an offer to purchase, a prospective Buyer may request Seller to pay the Buyer's compensation obligation to their broker under a Buyer's services agreement. Seller may ask a Buyer as part of a negotiated Purchase Agreement to contribute to Seller's compensation obligation under a Seller's services agreement. Compensation adjustments are negotiable between Seller and Buyer.
23. **DESIGNATED AGENT(S) OF SELLER:** BHHS-MRE hereby appoints: William Coat
Name(s) of Associate or Associates
 as Seller's Designated Agent(s) to exclusively represent Seller in the sale of the Property. BHHS-MRE appoints Mark Miller
Office Manager
 as Seller's Designated Supervisory Broker. BHHS-MRE may appoint other Sales Associates as additional Seller's Designated Agent(s) or delete Designated Agent(s) by providing Seller with written notification. All other licensees of BHHS-MRE are specifically excluded from being a representative of Seller unless they are appointed by BHHS-MRE with written notice to Seller.
24. **EXCLUSION OF THE BROKER'S OTHER SALES ASSOCIATES:** Seller understands that other licensees of BHHS-MRE may market the Property by various activities including but not limited to showing the Property to potential Buyers. Seller agrees that, by providing such services, these licensees will not be acting as Seller's Designated Agent. In the absence of a written agreement setting forth agency obligations, these licensees are not agent(s) of Seller.

By initialing here Seller(s) acknowledge that they have thoroughly read and accept the terms listed on this page:

Page 3 of 4 © PPWM, LLC dba Berkshire Hathaway HomeServices Michigan Real Estate

Rev. Date 09/13/2024



Initials of Seller(s)

25. **BROKER'S POLICY/POSSIBILITY OF DUAL AGENCY/SELLER'S WRITTEN CONSENT:** BHHS-MRE practice Designated Agency as described in Michigan License law and provides agency services to both Buyers and Sellers. Seller acknowledges that they have been provided an executed Agency Disclosure Statement, also as required under Michigan law and understands the agency choices and the duties of the agent as explained in that Disclosure. Seller agrees, understands and gives consent that:

- A. If a Buyer client of BHHS-MRE is interested in the Property, BHHS-MRE and the Supervisory Broker will be Dual Agents,
- B. If the Designated Agent(s) of the Buyer under the Buyer's written contract with BHHS-MRE is (are) the same individual(s) named as the Seller's Designated Agent(s), the Designated Agent(s) shall become a Dual Agent

26. **OFFERS:** Upon acceptance of the terms of any offer to purchase this Property, BHHS-MRE shall shall not be required to present any other offers received after the time of said acceptance, unless otherwise provided in writing.

27. **DATA LICENSE:** Seller acknowledges and represents that Seller has authority to grant and hereby does grant to BHHS-MRE and BHHS-MRE's Agent an irrevocable non-exclusive license to use all information, sketches, photographs, digital images, video, audio, and virtual tours, and any compilation thereof (collectively the "Data") provided and owned by Seller or Seller's third party vendor for marketing and advertising the Property, including producing compilations and derivatives of the Data and to cooperate with BHHS-MRE and BHHS-MRE's licensees to enforce any and all interests, including registering and enforcing copyrights, that Seller or Seller's third party vendor may have in such Data.

28. **COPY RIGHT OF BROKER PRODUCED PHOTOGRAPHS:** As a part of the services provided to Seller, BHHS-MRE may take interior and exterior photographs of the Property for marketing purposes. These photographs are a work product of BHHS-MRE and may not be reproduced in any fashion by Seller, the Designated Agent, or cooperating brokers without the expressed written consent of BHHS-MRE. Ownership of these photographs remains with BHHS-MRE after the expiration or satisfaction of this Agreement.

29. **USE OF ELECTRONIC IMAGES:** The parties agree this Agreement may be delivered by use of a fax or email and the signatures, initials and modifications shall be deemed valid and binding upon the parties as if the original signatures, initials and modifications were present on the documents in the handwriting of each party.

30. **WITHHOLDING OF SELLER'S IDENTITY FROM MLS:** Seller hereby requests BHHS-MRE to withhold Seller's identity from the MLS.

31. **COUNTERPARTS:** This Agreement may be signed in any number of counterparts with the same effect as if the signature of each counterpart were upon the same instrument.

32. **OTHER ITEMS:**

33. **ACCEPTANCE, ACKNOWLEDGEMENT & RECEIPT:** This Agreement contains the entire terms of the agreement of the parties. Seller acknowledges that they have carefully read this Agreement, including all pages, in addition to any attachments, before signing. Seller further acknowledges that they have received a copy of this Agreement.

Seller's Signature(s)

Seller 1

Name: Chris Katz (superintendent)

Phone: _____

Email Address: ckatz@unioncityschools.org

Accepted on behalf of BHHS-MRE by Designated Agent:

Signature of Designated Agent

Seller 2

Name: _____

Phone: _____

Email Address: _____

Signature of Office Manager

Office Phone: _____ Email Address: _____ Office Fax: _____

For internal use only: Instructions to office- Install yard sign: Yes No This is a re-list Yes No

By initialing here Seller(s) acknowledge that they have thoroughly read and accept the terms listed on this page:

Initials of Seller(s)



ADDENDUM TO SELLER SERVICES AGREEMENT

Addendum Number: S-1

Date of this Addendum: _____

This Addendum is made a part of the SELLER SERVICES AGREEMENT dated _____ relating to the property at:

410 South St Union City, MI 49094 (“Property”)

Pursuant with Paragraph 20 of the Seller Services Agreement, the seller does hereby agree to pay on behalf of the buyer, the buyer broker fee of 3% of the purchase price for the Property. This compensation will be paid to the selling broker on behalf of the buyer towards the buyer broker fee. This compensation must be negotiated by seller and buyer and accepted as a part of the purchase agreement. If compensation is NOT negotiated and agreed to in the purchase agreement or any addenda, seller is under no obligation to pay buyer broker fee. This compensation is solely a matter of negotiation and is not fixed, controlled, suggested, recommended or maintained by any person not a party to any Sales Agreement.

This addendum hereby becomes a part of said Seller Services Agreement.

Seller further grants permission to the Listing Agent to relay offers of compensation to Buyer’s Agents and buyers that request said information.

Seller’s Signature(s)

Seller 1

[Signature box for Seller 1]

Name: Chris Katz (superintendent)

Seller 2

[Signature box for Seller 2]

Name: _____

Accepted on behalf of BHHS-MRE by Designated Agent:

[Signature box for Designated Agent]

Signature of Designated Agent

[Signature box for Office Manager]

Signature of Office Manager



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS



Michigan Real Estate

This is to inform potential Sellers or Buyers of the various agency choices available to them. Michigan law requires real estate licensees to advise the potential Sellers or Buyers with whom they work of the nature of their agency relationship.

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.
 - 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 a licensee 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. Buyer's Agents 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 an 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, and Seller and Buyer are giving up their right to undivided loyalty. 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

LICENSEE DISCLOSURE (check one)

I hereby disclose that the agency status I/we have with the Buyer or Seller below is:

- Seller's Agent
- Seller's Agent - Limited Service Agreement
- Buyer's Agent
- Buyer's Agent - Limited Service Agreement
- Dual Agent
- None of the above

Note: Berkshire Hathaway HomeServices Michigan Real Estate does not offer Limited Service Agreements. In addition Berkshire Hathaway HomeServices Michigan Real Estate practices Designated Agency therefore never represents buyers or sellers without a signed written services agreement.

AFFILIATED LICENSEE DISCLOSURE:

The parties below acknowledge that they have been informed that Berkshire Hathaway HomeServices Michigan Real Estate operates as a **DESIGNATED AGENT** brokerage firm. Only the licensee's named in the services agreement and the named Supervisory Broker have an agency relationship to the seller/buyer party to the services agreement. If the other party in a transaction is represented by an affiliated licensee of Berkshire Hathaway HomeServices Michigan Real Estate, then the named Supervisory Brokers and the company shall be considered informed consensual Dual Agents.

In brokerage firms which do not practice Designated Agency all licensees of the firm have the same agency relationship.

This form was provided to the Buyer or Seller **before** the disclosure of confidential information.

Signature of BHHS-MRE Agent: Date & Time: _____

ACKNOWLEDGEMENT:

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. Further they have been informed that this disclosure is **NOT A CONTRACT** and does not create an agency relationship between them and Berkshire Hathaway HomeServices Michigan Real Estate.

Potential Buyer Seller (check one)

Date: _____
signature

Potential Buyer Seller (check one)

Date: _____
signature

SELLER'S DISCLOSURE STATEMENT

Exceptions Cover Page

Property Address: 410 South St Street Union City City, Village, Township Michigan

Applicability of seller disclosure requirements.

The seller disclosure requirements apply to the transfer of any interest in real estate consisting of not less than 1 or more than 4 residential dwelling units, whether by sale, exchange, installment land contract, lease with an option to purchase, or ground lease coupled with proposed improvements by the purchaser or tenant, or a transfer of stock or an interest in a residential cooperative.

Seller Disclosure requirements; exceptions.

The seller disclosure requirements do not apply to any of the following situations below. **Sellers must initial the appropriate exception that applies to their situation and sign this form at the bottom. If exceptions a) through i) DO NOT apply to the seller's property, the seller must initial the last statement, sign this page and then fill out pages two and three of this Seller's Disclosure Statement to comply with the Michigan Seller Disclosure Act, Act 92 of 1993.**

- a) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers pursuant to a writ of execution, transfers by any foreclosure sale, transfers by a trustee in bankruptcy, transfers by eminent domain, and transfers resulting from a decree for specific performance.
- b) Transfers to a mortgagee by a mortgagor or successor in interest who is in default, or transfers to a beneficiary of a deed of trust by a trustor or successor in interest who is in default.
- c) Transfers by a sale under a power of sale or any foreclosure sale under a decree of foreclosure after default in an obligation secured by a mortgage or deed of trust or secured by any other instrument containing a power of sale, or transfers by a mortgagee or a beneficiary under a deed of trust who has acquired the real property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or has acquired the real property by a deed in lieu of foreclosure.
- d) Transfers by a nonoccupant fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust.
- e) Transfers from 1 co-tenant to 1 or more other co-tenants.
- f) Transfers made to a spouse, parent, grandparent, child, or grandchild.
- g) Transfers between spouses resulting from a judgment of divorce or a judgement of separate maintenance or from a property settlement agreement incidental to such a judgment.
- h) Transfers or exchanges to or from any governmental entity.
- i) Transfers made by a person licensed under article 24 of Act No. 299 of the Public Acts of 1980, being sections 339.2401 to 399.2412 of the Michigan Compiled Laws, of newly constructed residential property that has not been inhabited.

I do not qualify for any of these exemptions, accordingly the Act states I shall provide the Buyer with a completed Seller Disclosure Statement consisting of pages 2 and 3 of this document.

Seller certifies that the information in this statement is true and correct to the best of seller's knowledge as of the date of seller's signature.

Seller Name: Chris Katz (superintendent) Seller Signature Date: _____

Seller Name: _____ Seller Signature Date: _____

Disclaimer: This form is provided as a service of the Battle Creek Area Association of REALTORS® (BCAAR). Please review the form and details of the particular transaction. BCAAR is not responsible for use or misuse of the form for misrepresentation or warranties made in connection with the form.

Property Address: 410 South St

Union City

Street

City, Village, Township

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
Range/Oven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TV antenna, TV rotor & controls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hood/fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Garage door opener & remote control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electrical system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alarm system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Intercom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attic fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Microwave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sauna/hot tub	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pool heater, wall liner & equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Washer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	Unknown	Not Available
Lawn sprinkler system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water heater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plumbing system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water softener/conditioner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Well & pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Septic tank & drain field	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
City water system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
City sewer system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Central air conditioning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Central heating system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wall Furnace	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electronic air filter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Solar heating system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fireplace & chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wood burning system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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Buyer's Initials

--	--

Seller's Initials

Property Address: 410 South St Union City Michigan
Street City, Village, Township

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 <input type="checkbox"/> | yes <input type="checkbox"/> | no <input type="checkbox"/> |
| 2. Any encroachments, easements, zoning violations or nonconforming uses? | unknown <input type="checkbox"/> | yes <input type="checkbox"/> | no <input type="checkbox"/> |
| 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 <input type="checkbox"/> | yes <input type="checkbox"/> | no <input type="checkbox"/> |
| 4. Structural modifications, alterations or repairs made without necessary permits or licensed contractors? | unknown <input type="checkbox"/> | yes <input type="checkbox"/> | no <input type="checkbox"/> |
| 5. Settling, flooding, drainage, structural or grading problems? | unknown <input type="checkbox"/> | yes <input type="checkbox"/> | no <input type="checkbox"/> |
| 6. Major damage to the property from fire, wind, floods or landslides? | unknown <input type="checkbox"/> | yes <input type="checkbox"/> | no <input type="checkbox"/> |
| 7. Any underground storage tanks? | unknown <input type="checkbox"/> | yes <input type="checkbox"/> | no <input type="checkbox"/> |
| 8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.? | unknown <input type="checkbox"/> | yes <input type="checkbox"/> | no <input type="checkbox"/> |
| 9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? | unknown <input type="checkbox"/> | yes <input type="checkbox"/> | no <input type="checkbox"/> |
| 10. Any outstanding municipal assessments or fees? | unknown <input type="checkbox"/> | yes <input type="checkbox"/> | no <input type="checkbox"/> |
| 11. Any pending litigation that could affect the property or the Seller's right to convey the property? | unknown <input type="checkbox"/> | yes <input type="checkbox"/> | no <input type="checkbox"/> |

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 <div style="border: 1px solid black; width: 600px; height: 20px; display: inline-block;"></div>	Date _____
Seller <div style="border: 1px solid black; width: 600px; height: 20px; display: inline-block;"></div>	Date _____

Buyer has read and acknowledges receipt of this statement.

Buyer <div style="border: 1px solid black; width: 350px; height: 20px; display: inline-block;"></div>	Date _____	Time _____
Buyer <div style="border: 1px solid black; width: 350px; height: 20px; display: inline-block;"></div>	Date _____	Time _____

Disclaimer: This form is provided as a service of the Battle Creek Area Association of REALTORS® (BCAAR). Please review the form and details of the particular transaction. BCAAR is not responsible for use or misuse of the form for misrepresentation or warranties made in connection with the 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):

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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):

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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):

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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: _____



RESPONSIBILITIES OF SELLERS UNDER RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT



Information for Sellers and Purchasers

The disclosure requirements listed below are imposed on sellers of residential housing built prior to 1978.

- 1. Sellers must disclose the presence of any lead-based paint hazards actually known to the seller. A Lead-Based Paint Seller's Disclosure Form for providing such information is available from your REALTOR®. This disclosure must be made prior to the sellers' acceptance of the purchasers' offer. An offer may not be accepted until after the disclosure requirements are satisfied and the purchasers have had an opportunity to review the disclosure language, and to amend their offer, if they wish.
a. If the sellers are aware of the presence of lead-based paint and/or lead-based paint hazards in the property being sold, the disclosure must include any information available concerning the known lead-based paint and/or lead-based paint hazard, including the following:
i. The sellers' basis for determining that lead-based paint and/or lead-based paint hazards exist;
ii. The location of the lead-based paint and/or lead-based paint hazards; and
iii. The condition of the painted surfaces.
b. If a lead-based paint hazard is not known to the seller, the disclosure must include a statement disclaiming such knowledge.
c. The sellers must provide a list of any records and reports available to the sellers pertaining to lead-based paint and/or lead-based paint hazards, copies of which must be provided to the purchasers. (If no such records or reports exist, the disclosure statement should affirmatively so state.)
d. The disclosure must include the following government-mandated 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.

- 2. Sellers must provide purchasers with a copy of the federal pamphlet entitled Protect Your Family From Lead In Your Home, a copy of this pamphlet is available from your REALTOR®.
3. Sellers must permit a purchaser a ten (10) day period (unless the parties mutually agree, in writing, upon a different period of time) to have the property tested for lead-based paint before the purchasers become obligated under the buy and sell agreement.

The undersigned hereby acknowledge that the REALTOR® named below has reviewed the contents of the Responsibilities of Sellers Under Residential Lead-Based Hazard Reduction Act with me and provided me with a copy.

[X] Seller(s) [] Purchaser(s) (check one)

REALTOR®

[Empty signature box]

[Empty signature box]

[Empty signature box]

[Empty signature box]

Date: _____

Date: _____



BERKSHIRE HATHAWAY
HomeServices
Michigan Real Estate
Northern Indiana Real Estate
Tomie Raines REALTORS
Executive Realty

NOTICE REGARDING POTENTIAL CYBER FRAUD



Electronic communications such as email, text messaging and social media messaging, are neither secure nor confidential. While Berkshire Hathaway HomeServices Michigan Real Estate, Northern Indiana Real Estate, Tomie Raines REALTORS, and Executive Realty has adopted policies and procedures to aid in avoiding fraud, even the best security protection can still be bypassed by unauthorized parties. Berkshire Hathaway HomeServices Michigan Real Estate, Northern Indiana Real Estate, Tomie Raines REALTORS, and Executive Realty will never send you any electronic communication with instructions to transfer funds or to provide nonpublic personal information, such as credit or debit card numbers or bank account and/or routing numbers.

YOU SHOULD NEVER TRANSMIT NONPUBLIC PERSONAL INFORMATION, SUCH AS CREDIT OR DEBIT CARD NUMBERS OR BANK ACCOUNT AND/OR ROUTING NUMBERS, BY EMAIL OR OTHER UNSECURED ELECTRONIC COMMUNICATION. EMAILS ATTEMPTING TO INDUCE FRAUDULENT WIRE TRANSFERS ARE COMMON AND MAY APPEAR TO COME FROM A TRUSTED SOURCE.

If you receive any electronic communication directing you to transfer fund or nonpublic personal information, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM Berkshire Hathaway HomeServices Michigan Real Estate, Northern Indiana Real Estate, Tomie Raines REALTORS, and Executive Realty or your agent, do not respond to it and immediately contact our office by phone at a number that you independently verify online – do not trust numbers or email addresses provided in any correspondence that includes a request to wire funds. Never wire money without double-checking that the wiring instructions are correct. Such requests are likely part of a scheme to defraud you by stealing funds from you or using your identity to commit a crime.

ACKNOWLEDGEMENT AND RELEASE:

By signing below, the parties acknowledge that they have received and read the information in this notice and acknowledge that this form was provided to them. You acknowledge and understand that there are risks associated with wire transfers that are not within the reasonable control of other parties involved in the transaction (“Other Transaction Participants”), and you hereby agree to release and discharge and hold harmless all other transaction participants and their respective agents, employees and assigns from any and all claims, demands, rights and causes of action of whatsoever kind and nature not caused by gross negligence of a Other Transaction Participant or their respective agents, employees or assigns arising directly or indirectly out of any wire transfer you send or receive/where to receive in connection with any real estate transaction in which Other Transaction Participant represents, advises or assists you.

Potential Client or Customer 1:

Signature:

Print or Type Name: _____

Potential Client or Customer 2:

Signature: _____ Date: _____

Print or Type Name: _____

Signature of Agent:

Date: _____



DISCLOSURE OF AFFILIATED BUSINESSES WHICH PROVIDE REAL ESTATE RELATED SERVICES



To: Chris Katz (superintendent)

Name of Buyer or Seller

From: Berkshire Hathaway HomeServices Michigan Real Estate

Subject Property: 410 South St Union City, MI 49094

Address of Property

Insurance REsource of Michigan and Title REsource Agency have a common ownership with Berkshire Hathaway HomeServices Michigan Real Estate (BHHS-MRE). Due to this common business relationship, any referral to these subsidiaries may provide BHHS-MRE a financial benefit.

As a condition of the purchase or sale of the subject property you may need the services of one or more of these related business, but YOU ARE NOT REQUIRED TO USE ANY OF THESE AFFILIATED BUSINESSES.

THERE ARE OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES.

YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR ANY OF THESE SERVICES.

Title Services vary from provider to provider but a sample of the range of expense of such services would be:

- Owner's Policy of Title Insurance for a sale the amount of \$100,000 - \$571 to \$962.
- Owner's Policy of Title Insurance for a sale in the amount of \$300,000 - \$1,061 to \$1,935.
- Mortgagee Policy of Title Insurance in the amount of \$80,000 - \$490 to \$545.
- Mortgagee Policy of Title Insurance in the amount of \$240,000 - \$860 to \$985.
- Closing Fees of \$150 to \$600 for sales with regular mortgages.

Homeowner's Insurance rates vary substantially depending on the scope of coverage and the risk assessments made by the insurance carrier from such things as past claim histories, available fire protection, age of the improvements, etc. It is advisable that the Buyer compare coverage and expense from licensed carriers.

ACKNOWLEDGEMENT:

I/we have read this disclosure form, and understand that BHHS-MRE is referring us to purchase one or more of the above-described service(s) and may receive a financial or other benefit as the result of these referrals.

Buyer's/Seller's Signature

Date of Signature

Buyer's/Seller's Signature

Date of Signature

Chris Katz (superintendent)

Buyer's/Seller's Name: (Please Print)

Buyer's/Seller's Name: (Please Print)