



Select For Sale
MLS # 1876903
 Quad
 Attached Condo No Unit #
 Annual Assn Dues
 Approx Year Built 1994
 Year Remodeled 2017
 Owner **Windle**
 Tax ID **05-057-011-00**
 School Dis **Traverse City Area**

Single Family
Status New
 # Bedrooms **4**
 TOTAL Baths **3.00**
 # Acres **0.37**
 Garage Capacity **2**
 County **Grand Traverse**
 Township **Garfield**
 Lot Dimensions **118x135**

Ask Price \$329,900
Orig Price \$329,900
 Tot Fin SF **2070**
 AbvGrdFin **1,110**
 LL Fin SQF **960**
 UnfinishSF **150**
 Sec # **26**
 Lot # **11**



1283 Farmington Drive **Traverse City** **49696**
Wtrfront Ft

WATER FEATURES **None**

INTERIOR FEATURES **Granite Bath Tops, Granite Kitchen Tops, Great Room, Drywall**

APPLIANCES/EQUIPMENT **Refrigerator, Oven/Range, Disposal, Dishwasher, Microwave, Washer, Dryer, Exhaust Fan, Blinds, Ceiling Fan, Natural Gas Water Heater, Smoke Alarms(s), Satellite Dish**

HEATING/COOLING SOURCES **Natural Gas**

HEATING/COOLING TYPES **Forced Air, Hot Water, Central Air**

EXTERIOR FEATURES **Patio, Countryside View, Invisible Pet Fencing, Landscaped**

WATER **Municipal**
 SEWER **Municipal**

Branded Virtual Tour 2

CONSTRUCTION **2x6 Framing, Frame**

ROOF **Asphalt**

FOUNDATION **Slab**

Annual Assn Dues

Monthly Assn Dues

PRIMARY GARAGE **Attached, Door Opener, Paved Driveway, Concrete Floors**

ADDITIONAL BUILDINGS **None**

ROAD **Public Maintained, Blacktop**

ZONING/USE/RESTRICTIONS **Residential**

POSSESSION **Negotiable**

TERMS **Conventional, Cash**

Cumulative DOM **0**

MISCELLANEOUS

Room	Dimensions	Level	Carpet	Room	Dimensions	Level	Carpet
Living	20 x 13.5	Main Floor	Wood	MBR	13.5 x 13	Upper Floor	Carpet
Dining	20 x combo	Main Floor	Wood	BR2	13.4 x 10.9	Upper Floor	Carpet
Kitchen	combo x 13.5	Main Floor	Wood	BR3	12.9 x 9.6	Lower Floor	Carpet
Family	x			BR4	16 x 12.5	Lower Floor	Carpet
	x				x		

HERS-1:
 HERS-2:
 LEED-Homes:
 NAHB Guidelines:
 NGBS:
 Other:

Click on colored "D" for associated documents. For all questions or problems setting up a showing, please call or text Steve Barnes at 231.357.8800 Please email offers to steve@markhagan.com

Recently remodeled quad-level in Brimley Hills Estates. Situated in a quiet, family subdivision with little thru traffic, this home has been meticulously maintained and features a bright & sunny open floor plan on the main level with beautiful wood floors, stainless appliances, subway tile back-splash, and granite counters. Plenty of privacy for the whole family divided over three other levels with lots of configuration options for a family room, exercise area, or home office. The back yard is spacious with easy to maintain landscaping and sunny western exposure perfect for relaxing, BBQing, or playing fetch with the cat, dog, or kids. Brimley Hills Estates is a lovely neighborhood and is Directions **Garfield Rd south to right on Brimley Rd to left on Farmington to home on right**

List Ofc - Ofc Nm Ph **Coldwell Banker Schmidt-402 - 231-922-2350**
 List Agent - Agt Nm Ph **Mark D Hagan - 231-929-7985**
 List Agent - E-mail **info@markhagan.com**
 ListTeam - Team Name

List Ofc 2 - Ofc Nm Ph **Coldwell Banker Schmidt-402 - 231-922-2350**
 List Agt 2 - Agt Nm Ph **Stephen L Barnes - 231-357-8800**
 List Agt 2 - E-mail **steve@markhagan.com**

Sell Ofc 1 - Ofc Nm Ph
 Sell Agt 1 - Agt Nm Ph
 Sell Agt 1 - E-mail

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Exclusive Right Sell

BB Comp **3.5**
 SA Comp **3.5**
 Other Comp **0.0**
 Dual MLS #
 Sign (Y/N) **Yes**

Sold Price
 Financing
 Seller Concessions
 Amount
 Close Date
 List Date **7/7/2020**
 Days On Market **0**

OFFICE OF: Coldwell Banker Schmidt Realtors

ADDRESS: 402 E, Front Street, Traverse City, MI 49686

In consideration of your agreement to use your efforts to find a purchaser for the real Property described below ("Property"), I hereby grant to you from 07/03/2020 to 07/03/2021 the exclusive right to sell the property described below and, further to create through the Northern Great Lakes REALTORS® Multiple Listing Service LLC, such arrangements as may be appropriate for this purpose.

1. **LEGAL DESCRIPTION:** LOT 11 BIRMLEY HILLS ESTATES.

2. **ADDRESS:** 1283 Farmington Drive, Traverse City, MI 49696

3. **PRICE:** For the sum of \$ 329,900 "Price", or \$ XXXXXXXX payable \$ xxxxxx down, balance payable \$ xxxxxx or more per month including interest at xxxxx % per annum, which Price includes all encumbrances, and all taxes or assessments due at date of sale, or any assessments levied prior to date of sale that may become due unless otherwise specified herein. The term "Sale" shall be deemed to include any exchange, trade, option, lease and/or the provision of management service to which I consent. All buildings, plumbing, heating, lighting fixtures, water softeners (unless rented), sewers, storm doors, storm windows, shades, awnings, blinds, curtain, curtain and drapery rods, linoleum, TV antenna, shrubbery, plants, trees, fences, garage door openers, mailboxes, smoke detectors, carpeting and items specified on attached Profile Sheet are included if sale occurs, unless specifically excluded.

4. **EXCEPTIONS**

NONE

5. **SPECIAL ASSESSMENTS** and/or benefit-riser fees, hookup or private roads and association fees; or

6. **COMPENSATION:** I agree to pay you for professional services rendered --7-- of the Price procured for the Property or a flat rate of XXXXX plus a \$195.00 administrative fee upon the following conditions:

- a) If, during said term, the Property is sold by you or me or anyone else; or if you or any agent of yours produces a purchaser ready, willing and able to purchase the Property on the terms above stated or upon any other price, or terms of exchange, option, lease, or property management to which I consent in writing, or
- b) If, within SIX months after the expiration of this Listing Agreement, anyone other than another real estate broker, sells, trades or exchanges the Property to anyone who learned of the Property because of the REALTOR's> efforts during the term of this listing.

7. **COOPERATIVE COMPENSATION:** Seller grants Broker permission to submit the property to the Northern Great Lakes REALTORS® Multiple Listing Service LLC (MLS) and further authorizes the Broker to:

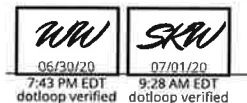
- Offer sub-agency to other participants of the MLS and pay ---3.5--- % or \$ _____ of the sale price as compensation for acting as a sub-agent.
- Offer to other participants of the MLS ---3.5--- of the sale price or \$ _____ as compensation for acting as Cooperating Broker acting in the capacity as a Buyer's Agent.
- Act as a Disclosed Dual Agent. Seller is advised to read the Agency Disclosure Statement in this connection.

8. **CLOSING FEES:** The closing of any sale of the Property may be conducted by a title company or other escrow agent. Seller agrees to pay half of the closing fee. Broker's commission shall be deemed earned and payable upon execution of either a Purchase and Sale Agreement or any exchange or option by a ready, willing and able Purchaser.

9. **DEFAULT:** Seller authorizes Broker to deduct the commission from the proceeds of any sale covered by this Agreement. In case of default by Purchaser, Seller agrees that Broker may retain as payment for direct Broker expenses any Deposit received by Broker. Any excess over direct Broker expenses shall be paid to Seller. If the sale is not consummated because of Seller's inability or unwillingness to perform, then the full commission shall be paid immediately. Seller acknowledges that the Purchaser may elect to enforce the sales agreement or demand an immediate refund of Purchaser's entire deposit.

6/2016

SELLER'S INITIALS



PROPERTY ADDRESS: 1283 Farmington Drive, Traverse City, MI 49696

10. **SELLER WARRANTIES:** That seller is the owner of the Property, that the information given in this Agreement and on the attached Profile Sheet is true and correct to the best of Seller's knowledge; that this information and subsequent modifications, and sales information may be released to the MLS to be used in the ordinary course of its business; and that the Property is free from all encumbrances except:

11. **POSSESSION:** The Purchaser to be given TBN days from date of closing of sale.

12. **YEAR BUILT:**

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

OR

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

13. **UNPLATTED LANDS:** If this is an unplatted parcel, Seller agrees to grant to the buyer the right to make _____ division(s) under the Land Division Act. The word "zero" or a specific number should be inserted 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.

14. **SHOWING/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 releases and holds harmless Brokerage Firm and its agents and cooperating agents, from any liability for loss or damage to property by third parties, such obligation to include, but not be limited to, reasonable attorneys' fees and costs. Seller to keep the property "in show" condition throughout the term of the listing.

15. **LOCKBOX ACCESS:** Seller authorizes a lockbox to be placed on the Property in order to permit showings of the Property by other real estate licensees and to enable service providers to perform services in conjunction with a proposed sale of the property. Seller shall not disclose confidences to any other real estate licensee that Seller would not disclose to a potential buyer. Seller releases and holds harmless Brokerage Firm and its agents and cooperating agents from any and all liability as a result of injury to person(s) or damage or loss to property arising out of Seller's grant of access pursuant to this paragraph, such obligation to include, but not be limited to, reasonable attorneys' fees and costs.

16. **DISCLOSURE:** Seller acknowledges that Seller has executed a "Real Estate Transfer Disclosure Statement." This statement accurately and fully discloses all defects in the Property of which Seller is presently aware. Seller agrees to indemnify and hold Broker harmless from any liability arising out of Seller's failure to disclose any known defects to Broker or any Purchaser.

17. **DISPUTE RESOLUTION:** If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to use non-binding mediation to negotiate a resolution before litigating the dispute. They shall utilize the services of the Community Reconciliation Service or another mutually acceptable neutral mediator to bring them together in at least one mediation session.

SELLER'S INITIALS  
06/30/20 07/01/20
7:43 PM EDT 9:28 AM EDT
dotloop verified dotloop verified

18. **EQUAL HOUSING:** All parties to this Listing Agreement acknowledge that law prohibits discrimination because of religion, race, color, national origin, age, sex, disability, familial status, or marital status of a person or a person residing with that person.

SELLER'S INITIALS  
06/30/20 07/01/20
7:43 PM EDT 9:28 AM EDT
dotloop verified dotloop verified

COLDWELL BANKER SCHMIDT FAMILY OF COMPANIES
LISTING AGREEMENT
PAGE 3 OF 4

PROPERTY ADDRESS: 1283 Farmington Drive, Traverse City, MI 49696

19. **TITLE INSURANCE AND TAXES:** Following execution of a binding Purchase and Sale Agreement, Seller agrees to furnish promptly a new title insurance commitment showing good marketable title, with tax certification showing the status of all unpaid taxes or special assessments, if any. Upon tender of the purchase price Seller agrees to execute and deliver to Purchaser a proper conveyance, as may be required by the Purchase and Sale Agreement. Current taxes to be prorated as of the date of closing in the following manner: county taxes, including township and school, shall be prorated on a calendar year basis, as if paid in arrears, so that Seller will be charged with the portion thereof from January 1 to the date of closing, and Purchaser with the balance of the year. City taxes shall be prorated on a due date basis as if paid in advance so that Seller will be charged with the portion thereof from the prior July 1 to the date of closing, and Purchaser with the portion from the date of closing to the next June 30.
20. **PROPERTY DATA:** Seller grants Broker the exclusive right to use Property Data for the purpose of marketing the Property. Property Data means all information about the Property provided by Seller to Broker.
21. **CITIZENSHIP:** Seller is a United States citizen. Yes No
22. **HOME PROTECTION PLAN:** Seller has been informed that Home Protection Plans are available. Such plans may provide additional protection and benefit to a Seller or Buyer. The parties acknowledge that a Realtor® may receive some reimbursement from the companies offering these Plans if such a Plan is purchased. Seller does does not wish to have a Home Warranty Program.
23. **ADDITIONAL OFFERS:** Once Seller and a buyer enter into a binding sales contract, Brokerage Firm shall not present to Seller any other offers unless Seller and Brokerage Firm otherwise agree in writing.
24. **INDEMNIFICATION:** Seller shall indemnify and hold harmless Brokerage Firm and Brokerage Firm's agents and cooperating brokers and agents from any and all liability for any reason as a result of injury to person(s) or damage or loss to property arising out of showing of Seller's home pursuant to this listing.
25. **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 date of termination of this agreement. The parties waive any statute of limitations to the contrary.
26. **SIGNATORIES/COUNTERPARTS:** The undersigned Seller represents that all parties in title are a signatory on this agreement. This agreement may be signed in any number of counterparts.
27. **TERMINATION:** If Seller chooses for any reason to unilaterally terminate this Listing Agreement, cancellation must be by mutual consent in writing. In addition to such commission as Broker may be entitled to under this Listing Agreement, Seller agrees to reimburse Broker for it's out-of-pocket expenses, administrative overhead, and to pay a reasonable hourly fee for personal services rendered.
28. **ATTORNEY'S FEES:** In any action or proceeding arising out of this agreement, the prevailing party, including any Realtor> so involved, shall be entitled to reasonable attorney's fees and costs, to be paid by the non-prevailing party.
29. **ELECTRONIC TRANSACTIONS:** The parties agree to conduct this transaction by electronic means. This Agreement may be executed by providing an electronic signature under the terms of the Uniform Electronic Transactions Act. It may not be denied legal effect or admissibility as evidence solely because it is in electronic form, permits the completion of the business transaction referenced herein electronically instead of in person, or has been stored electronically. As an alternative to physical delivery, any document, including any signed document or written notice may be delivered in electronic form only by the following indicated methods: Facsimile Email Internet No Electronic Delivery. Documents with original signatures shall be provided upon request of any party.

6/2016

SELLER'S INITIALS

 06/30/20 7:43 PM EDT dotloop verified	 07/01/20 9:28 AM EDT dotloop verified
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COLDWELL BANKER SCHMIDT FAMILY OF COMPANIES
LISTING AGREEMENT
PAGE 4 OF 4

PROPERTY ADDRESS: 1283 Farmington Drive, Traverse City, MI 49696

30. **ACKNOWLEDGEMENT:** Seller acknowledges receipt of a copy of this contract and profile data sheet.

Broker/Owner:

[Signature Box]

(Sign and Print Name)

Steve Barnes for Mark Hagan dotloop verified
06/30/20 4:17 PM EDT
4C7J-FEB1-4STO-XR5B

REALTOR®/Agent (Sign and Print Name)

Agent's Email Address:

steve@markhagan.com

Agent's Phone #: 2313578800

Agent's Fax #: 231.922.2374

Seller:

William Windle dotloop verified
06/30/20 7:43 PM EDT
5GHC-JL50-PRQ1-HLDT

(Sign and Print Name)

Samantha K Windle dotloop verified
07/01/20 9:28 AM EDT
A0FZ-QH1-3YQ4-CBD5

(Sign and Print Name)

Seller's Address:

Seller's Email Address: windle15@gmail.com

Seller's Phone #: _____

Seller's Fax #: _____

SELLER'S INITIALS

<i>WW</i>	<i>SKW</i>
06/30/20 7:43 PM EDT dotloop verified	07/01/20 9:28 AM EDT dotloop verified

**TRAVERSE AREA ASSOCIATION OF REALTORS®
ADDENDUM TO LISTING AGREEMENT**

Subject Property: 1283 Farmington Drive, Traverse City, MI 49696

THIS ADDENDUM is to be part of and incorporated into a Listing Contract between Coldwell Banker Schmidt Real Estate
as Listing Broker and William Windle and Samantha K Windle
as Seller, dated 07/03/2020 regarding the above-captioned property.

REALTOR®/Brokerage Firm and Seller hereby designate Mark Hagan/Steve Barnes
as the Seller's designated agent. For purposes of this Addendum, Seller shall have an agency relationship with
ONLY the REALTOR®/Brokerage Firm, the designated agent(s) named above and the following supervisory
Broker(s): Tom Gray/Bart Ford.

If a potential Buyer is represented by a designated agent within the REALTOR®/Brokerage Firm other than the
designated agent(s) named above, REALTOR®/Brokerage Firm and all supervisory broker(s) shall automatically
be deemed disclosed consensual dual agents.

"Dual Agency", when used in the attached Listing Contract, shall not include the situation where a potential Buyer of
Seller's property is represented by a designated agent within the REALTOR®/Brokerage Firm that does not have
an agency relationship with Seller.

Accepted by:

Steve Barnes for Mark Hagan
dotloop verified
06/30/20 4:18 PM EDT
MHHM-JBSX-99CG-8QVM

William Windle
dotloop verified
06/30/20 7:43 PM EDT
SIME-3NNQ-3LCZ-ADII

Seller

Samantha K Windle
dotloop verified
07/01/20 9:28 AM EDT
UVSS-QS7L-MYJD-XPFN

Seller

For:

Coldwell Banker Schmidt Real Estate
REALTOR®/Brokerage Firm



WIRE FRAUD NOTIFICATION ADDENDUM

This Addendum is hereby made a part of the Exclusive Right to Sell Listing Agreement or Exclusive Buyer Agency Agreement between Schmidt Real Estate, Inc., d/b/a Coldwell Banker, under the Schmidt Family of Companies, and its franchisees thereof ("Coldwell Banker") and the following Seller or Buyer:

IMPORTANT NOTICE

INTERNATIONAL CRIMINAL ORGANIZATIONS ATTEMPTING TO STEAL LARGE SUMS OF MONEY ARE TARGETING EMAIL ACCOUNTS OF PARTIES INVOLVED IN REAL ESTATE TRANSACTIONS IN MICHIGAN AND ELSEWHERE.

Typically, a hacker will gain access to the email account of a buyer or seller, real estate agent, or closing attorney. The email account is then monitored, likely for several weeks, and the hacker actively intervenes once the business practices of the parties are studied and understood, and a significant wire transaction is to be produced.

The nature of the scams vary. In some instances, fraudulent wiring instructions for the buyer's down payment or the full purchase are emailed to the buyer purporting to be from the real estate agent or title company. In other cases, fraudulent instructions for the seller's sales proceeds are emailed to the title company purporting to be from the seller. The fraudulent emails are sophisticated and convincing. If followed, large sums of money may be diverted to a criminal's off-shore bank account and never recovered. Millions of dollars in wires have been illegally diverted both prior to and after being deposited in escrow accounts for the transaction.

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE TITLE COMPANY OR REAL ESTATE AGENT'S OFFICE TO VERIFY SPECIFIC WIRING INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THE INFORMATION SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS IN RESPONSE TO THOSE INSTRUCTIONS. INSTEAD, CONTACT THE TITLE COMPANY OR REAL ESTATE AGENT'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU HAND-DELIVER WRITTEN WIRING INSTRUCTIONS TO THE TITLE COMPANY AT CLOSING. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE TITLE COMPANY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER, TAX FORMS AND OTHER CLOSING DOCUMENTS IF THEY ARE BEING PREPARED BY THE TITLE COMPANY. AT A MINIMUM, YOU SHOULD CALL THE TITLE COMPANY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE TITLE COMPANY OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE TITLE COMPANY AND/OR REAL ESTATE AGENT'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE TITLE COMPANY, YOUR REAL ESTATE AGENT, OR ANYONE ELSE.

ACKNOWLEDGMENT AND RELEASE. You acknowledge and understand that there are risks associated with wire transfers that are not within the reasonable control of Coldwell Banker, and you hereby agree to release and discharge Coldwell Banker and its agents from any and all claims, demands, rights and causes of action of whatsoever kind and nature not caused by gross negligence of Coldwell Banker or its agents arising directly or indirectly out of any wire transfer you send or receive in connection with any real estate transaction in which Coldwell Banker represents you.

Signature box for William Windle with dotloop verification details.

Buyer/Seller

Date

Signature box for Samantha K Windle with dotloop verification details.

Buyer/Seller

Date

Entity Buyer/Seller:

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: Signature box for Steve Barnes for Mark Hagan with dotloop verification details.

Name: Steve Barnes

Title: Realtor

Date: 06/30/2020



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

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

SELLER'S AGENT

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.

The duties that a seller's agent and subagent owe to the seller include:

- Promoting the best interests of the seller
- Fully disclosing to the seller all facts that might affect or influence the seller's decision to accept an offer to purchase
- Keeping confidential the seller's motivations for selling
- Presenting all offers to the seller
- Disclosing to the seller all information known to the seller's agent about the identity of all buyers and the willingness of those buyers to complete the sale or to offer a higher price

BUYER'S AGENTS

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

The duties that a buyer's agent and subagent owe to the buyer include:

- Promoting the best interests of the buyer
- Fully disclosing to the buyer all facts that might affect or influence the buyer's decision to tender an offer to purchase
- Keeping confidential the buyer's motivations for buying
- Presenting all offers on behalf of the buyer
- Disclosing to the buyer all information known to the buyer's agent about the willingness of the seller to complete the sale or to accept a lower price

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. 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.

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.

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. The transaction coordinator is not the advocate of either party and therefore has no obligation to "negotiate" for either party. The responsibilities of the transaction coordinator typically include:

- Providing access to and the showing of the property
- Providing access to market information
- Providing assistance in the preparation of a buy and sell agreement which reflects the terms of the parties' agreement
- Presenting a buy and sell agreement and any subsequent counteroffers
- Assisting all parties in undertaking all steps necessary to carry out the agreement, such as the execution of documents, the obtaining of financing, the obtaining of inspections, etc.



DESIGNATED AGENCY

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

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

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

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

AFFILIATED LICENSEE DISCLOSURE

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

This form was provided to the buyer or seller before disclosure of confidential information.

Signature and date fields for Selling Agent and Listing Agent. Includes dotloop verification stamps.

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 a buyer or seller.

Buyer/Seller acknowledges that the commission paid to Coldwell Banker AJS-Schmidt, Coldwell Banker Woodland Schmidt or Coldwell Banker Schmidt Realtors will consist of \$195 plus a percentage of the purchase price.

This is to give notice Coldwell Banker AJS-Schmidt, Coldwell Banker Woodland Schmidt, or Coldwell Banker Schmidt Realtors has a business relationship with Woodland Title Agency, LLC, d/b/a as SRC Title Agency. The owners of Coldwell Banker AJS-Schmidt, Coldwell Banker Woodland Schmidt, and/or Coldwell Banker Schmidt Realtors have a 60% ownership in Woodland Title Agency, LLC. Because of this relationship, this referral may provide Coldwell Banker AJS-Schmidt, Coldwell Banker Woodland Schmidt, and/or Coldwell Banker Schmidt Realtors a financial or other benefit.

Set forth attached is the estimated charge or range of charges for title insurance settlement services listed. While we encourage you to use Woodland Title Agency, LLC, d/b/a as SRC Title Agency, you are not required to do so as a condition for the purchase/sale of the subject property.

Note: These charges are the rates filed with the State of Michigan for Chicago Title Insurance Corporation. There may also be credits available for Simultaneous Issued Mortgage Policies of title insurance and reissue credit for an existing title policy.

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.

ACKNOWLEDGEMENT: By signing below, the parties confirm that they have received and read this Agency Disclosure Statement, Affiliated Business Arrangement Disclosure and Real Estate Agency Disclosure.

Signature and date fields for Potential Buyer, Potential Seller, and another Potential Seller. Includes dotloop verification stamps.

**TRAVERSE AREA ASSOCIATION OF REALTORS®
LEAD-BASED PAINT SELLER'S ACKNOWLEDGEMENT**

Seller represents and warrants that the listed property (address): 1283 Farmington Drive, Traverse City, MI 49696

was built in 1978 or later, and that therefore, the federally mandated lead-based paint disclosure regulations do not apply to this property.

ELECTRONIC TRANSACTIONS: The parties agree to conduct this transaction by electronic means. This Agreement may be executed by providing an electronic signature under the terms of the Uniform Electronic Transactions Act. It may not be denied legal effect or admissibility as evidence solely because it is in electronic form, permits the completion of the business transaction referenced herein electronically instead of in person, or has been stored electronically. As an alternative to physical delivery, any document, including any signed document or written notice may be delivered in electronic form only by the following indicated methods: Facsimile Email Internet No Electronic Delivery. Documents with original signatures shall be provided upon request of any party.

Signed by Seller(s)

<i>William Windle</i>	<small>dotloop verified 06/30/20 8:31 PM EDT ZW35-FQRD-QUN3-KBXK</small>
Seller	Dated

<i>Samantha K Windle</i>	<small>dotloop verified 07/01/20 9:28 AM EDT BT45-7MZR-LUQ5-JMAJ</small>
Seller	Dated

Disclaimer: This form is provided as a service of the Traverse Area Association of REALTORS® and its Multiple Listing Service. Please review both the form and details of the particular transaction to ensure that this form is appropriate for the transaction. The Traverse Area Association of REALTORS® and its Multiple Listing Service are not responsible for the use or misuse of this form. Purchasers and Sellers are reminded that this is a binding legal agreement and that they have the right to an attorney review of document prior to signing.