



GREATER LANSING ASSOCIATION OF REALTORS® Disclosure Regarding Real Estate Agency Relationships



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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.*

Michigan law requires Real Estate Licensees, who are acting as Agents of Sellers or Buyers of real property, to advise the potential Sellers or Buyers with whom they work of the nature of their agency relationship.

SELLER'S AGENTS

A Seller's Agent, under a Listing Agreement with the Seller, acts solely on behalf of the Seller. A Seller can authorize a Seller's Agent to work with Subagents, Buyer's Agents and/or Transaction Coordinators. A Subagent of the Seller is one, who has agreed to work with the Listing Agent, and who, like the Listing Agent, acts solely on behalf of the Seller. Seller's Agents and their Subagents will disclose to the Seller known information about the Buyer, which may be used to the benefit of the Seller.

Individual services may be waived by the Seller through execution of a Limited Service Agreement. Only those services set forth in Paragraph (2) (b), (c), and (d) above may be waived by the execution of a Limited Service Agreement.

BUYER'S AGENTS

A Buyer's Agent, under a Buyer's Agency Agreement with the Buyer, acts solely on behalf of the Buyer. A Subagent of the Buyer is one who has agreed to work with the Buyer's Agent with who, like the Buyer's Agent, acts solely on behalf of the Buyer. Buyer's Agents and their Subagents will disclose to the Buyer known information about the Seller, which may be used to benefit the Buyer.

Individual services may be waived by the Buyer through execution of a Limited Service Agreement. Only those services set forth in Paragraph (2) (b), (c), and (d) above may be waived by the execution of a Limited Service Agreement.

DUAL AGENTS

A Real Estate Licensee can be the Agent of both the Seller and the Buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the Seller and the Buyer.

In such a dual agency situation, the Licensee will not be able to disclose all known information to either the Seller or the Buyer. As a Dual Agent, the Licensee will not be able to provide the full range of fiduciary duties to the Seller or the Buyer.

The obligations of a Dual Agent are subject to any specific provisions set forth in any agreement between the Dual Agent, the Seller, and the Buyer.



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TRANSACTION COORDINATOR

A Transaction Coordinator is a Licensee who is not acting as an Agent of either the Seller or the Buyer, yet is providing services to complete a real estate transaction. The Transaction Coordinator is not an Agent for either Party and, therefore, owes no fiduciary duty to either Party.

DESIGNATED AGENCY

A Buyer or Seller with a Designated Agency Agreement is represented only by Agents specifically named in the Agreement. Any Agents of the firm not named in the Agreement do not represent the Buyer or Seller. The name "Designated" Agent acts solely on behalf of his or her Client and may only share confidential information about the Client with the Agent's Supervisory Broker, who is also named in the Agreement. Other Agents in the firm have no duties to the Buyer or Seller and may act solely on behalf of another Party in the transaction.

LICENSEE DISCLOSURE (Check one)

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

- ☒ Seller's Agent
☐ Seller's Agent with a Limited Service Agreement
☐ Buyer's Agent
☐ Buyer's Agent with a Limited Service Agreement
☐ Dual Agent
☐ Transaction Coordinator (A Licensee who is not acting as an Agent of either the Seller or the Buyer.)
☐ None of the above

AFFILIATED LICENSEE DISCLOSURE (Check one)

- ☐ Check here if acting as a Designated Agent. Only the Licensee's Broker and a named Supervisory Broker have the same agency relationship as the Licensee named below. If the other Party in a transaction is represented by an affiliated Licensee, then the Licensee's Broker and all named Supervisory Brokers shall be considered disclosed consensual Dual Agents.
- ☒ Check here if not acting as a Designated Agent. All affiliated Licensees have the same agency relationship as the Licensee named below.

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

Stacy Sheridan-Byers
 Licensee

10-18-25
 Date

 Licensee

 Date

ACKNOWLEDGMENT

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

Stacy Sheridan-Byers
 Potential ☐ Buyer ☒ Seller (check one)

10-18-25
 Date

 Potential ☐ Buyer ☐ Seller (check one)

 Date

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GREATER LANSING ASSOCIATION OF REALTORS®
LEAD-BASED PAINT SELLER'S DISCLOSURE FORM



Property Address: 14235 Saxton Rd. Spring Port MI

Lead Warning Statement

Every Purchaser with 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 with 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

EL (A) Presence of lead-based paint and/or lead-based paint hazards. (Check one below):
initials

() Known lead-based paint and/or lead-based paint hazards are present in/on the property.
(Explain):

EL ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards
initials in/on the property.

EL (B) Records and reports available to the Seller. (Check one below):
initials

() Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in/on the property (list documents below):

☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in/on the property.

Seller certifies that to the best of his/her knowledge, the Seller's statements above are true and accurate.

Date: _____ Seller(s) Emma Beck

II. Agent's Acknowledgment

AS Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of
initials 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: Stacy Sheridan-Byers

III. Purchaser's Acknowledgment

____ (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):
initials () 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;
() 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(s) _____

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

EL Address: _____
initials

Date: 6-18-25 Seller(s) Emma Beck

Date: _____ Purchaser(s) _____

NOTICE: Federal law requires Sellers and Agents to retain a copy of this form for at least three years from the completion of the sale.

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This form was prepared by Stacy Byers Sheridan | Sheridan Realty and Auction Co. | 517-676-9800 | stacy@sheridanauctionservice.com

InstantFORMS



**RESPONSIBILITIES OF SELLERS UNDER RESIDENTIAL LEAD-BASED PAINT HAZARD
REDUCTION ACT 42 U.S.C. 4852d**

Property Address: 14235 Saxton Rd., Springport Mi

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

Sellers must disclose the presence of any lead-based paint hazards actually known to Seller. A Lead-Based Paint Sellers' Disclosure Form for providing such information is on the reverse of this form. 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.

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:

- *The Sellers' basis for determining that lead-based paint and/or lead-based paint hazards exist;
- *The location of the lead-based paint and/or lead-based paint hazards;
- *The condition of the painted surfaces.

If a lead-based paint hazard is not known to the Seller, the disclosure must include a statement disclaiming such knowledge.

The Seller 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.)

Sellers must provide to Purchasers the government mandated Lead Warning Statement contained on the reverse side of this form.

Sellers must provide Purchasers with a copy of the federal pamphlet entitled *Protect Your Family from Lead in Your Home*. Ask your REALTOR® for a copy.

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 Contract.

The undersigned hereby acknowledge that the REALTOR® named below has reviewed with us the *Responsibilities of Sellers Under Residential Lead-Based Paint Hazard Reduction Act*.

NOTICE: Federal law requires Sellers and Agents to retain a copy of this form for at least three years from the completion date of the sale.

SELLER(S)

REALTOR®

DATE: _____

DATE: _____

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