

**PREMIER PLACE CONDOMINIUM  
PRELIMINARY RESERVATION AGREEMENT**

Premier Place, LLC, a Michigan limited liability company, of P.O. Box 155, Ada, Michigan 49301 (hereinafter "Developer") and \_\_\_\_\_, whose address is \_\_\_\_\_ ("Depositor") (collectively hereinafter referred to as "parties"), enter into this agreement subject to the following conditions:

1. **Reservation of the unit.** The depositor reserves the right to purchase exclusive ownership of \_\_\_\_\_ (street address), Unit number \_\_\_\_\_ of PREMIER PLACE CONDOMINIUM, a condominium project located in Garfield Township, Grand Traverse County, Michigan, as shown on the preliminary subdivision plan for the project prepared by Andersen & Crain, Inc., the consulting surveyors and engineers, and attached as Exhibit A, together with the undivided percentage interest in the common elements of the project appurtenant to that unit from the developer.
2. **Purchase price.** The purchase price of the unit shall be \$\_\_\_\_\_, and shall be payable according to the terms of the purchase agreement, if the parties enter into such purchase agreement in the future.
3. **Reservation deposit.** In consideration of this reservation, the depositor deposits \$\_\_\_\_\_ to be held by Corporate Title as the escrow agent under an escrow agreement, a copy of which is attached as exhibit A and incorporated in this agreement by reference.
4. **Transfer of the deposit.** The depositor agrees that, on the request of the developer, the depositor will sign and give to the developer formal purchase documents for the unit that specify in greater detail the precise conditions of the purchase, together with all the obligations of the seller and the buyer. Any additional deposits required by the formal purchase documents will be made as specified in those documents. All deposits made under this agreement shall be treated as though originally made under the purchase documents, pursuant to MCLA 559.184, MSA 26.50(184).
5. **Credit information.** The depositor agrees to promptly submit, on request by the developer, any personal and financial information that the developer requires to determine whether the depositor should be preliminarily accepted for participation in the project. If the depositor is rejected, this agreement shall immediately terminate and the deposit shall be refunded to the depositor without further liability on the part of either party. Preliminary acceptance by the developer shall not be deemed as (a) final approval for purchase or (b) final credit approval for mortgage financing purposes. The right of final approval is reserved as specified in the formal documents of purchase.
6. **Default.** If the depositor does not (a) execute and deliver formal documents of purchase or (b) deliver the personal or financial information the developer requires within fifteen (15) days after the developer's request, this agreement shall, at the developer's option, terminate and the deposit shall be fully refunded to the depositor without further liability on the part of either party.
7. **Cancellation rights.** If the depositor desires to withdraw the reservation before signing the formal documents of purchase, this agreement shall terminate immediately on written notice

to the developer by the depositor and the deposit shall be fully refunded within three business days after the developer receives the notice without further liability on the part of either party. If the developer elects not to proceed with the project as a condominium, in whole or in part, or for any other reason desires to withdraw as a party to this agreement, this agreement shall terminate immediately on written notice to the depositor by the developer and the deposit shall be fully refunded without further liability on the part of either party.

8. **Effect of the agreement.** This reservation agreement is not a purchase agreement. No lien of any sort is acquired by the depositor either on the unit covered by this agreement or on the project site. The liability of the developer under this agreement is limited to the return of the deposit without interest.
9. **Miscellaneous.** This agreement shall be governed by, and construed in accordance with the laws of the State of Michigan. Venue for any action brought under this agreement shall lie in Grand Traverse County, Michigan.

This reservation agreement may be executed in counterparts with the counterparts, when taken together, constituting the entire agreement.

Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by such party of any of its rights hereunder. No waiver by any party at any time, expressed or implied, of any breach of any provision of this agreement shall be deemed a waiver of a breach of any other provision of this agreement or a consent to any subsequent breach of the same or any other provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion.

The captions, section numbers, and headings in this agreement are inserted only as a matter of convenience, and do not define, limit, construe or describe the scope or intent of such sections or headings of this agreement, nor in any way affect this agreement.

No parties other than the developer and the depositor and their successors and assigns, shall have any rights to enforce or rely upon this agreement, which is binding upon and made solely for the benefit of the developer or the depositor, their heirs, personal representatives, successors or assigns as the case may be, and not for the benefit of any other party. If this agreement shall be executed by more than one (1) person as the depositor, each of such persons shall be severally obligated hereby and shall be jointly obligated hereby.

This agreement has been executed after negotiation and the opportunity by both parties to have this agreement reviewed and revised by legal counsel of their choice. None of the provisions of this agreement shall be interpreted or construed against a party hereto by virtue of the fact that any such provision shall have been drafted by legal counsel representing such party.

10. **Effective date.** This reservation agreement shall become effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**DEVELOPER:**

PREMIER PLACE, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

**DEPOSITOR:**

Home telephone \_\_\_\_\_

Business telephone \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_