

# **DETROIT PUBLIC SCHOOLS INSTRUCTIONS TO POTENTIAL PURCHASERS OR LESSEES**

The Detroit Public Schools (District) is seeking proposals from parties interested in the purchase, development or lease of School District land and property.

ALL PROPERTIES ARE CONVEYED AS-IS, WHERE-IS, WITH-ALL-FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED AS TO ITS CONDITION, ENVIRONMENTAL OR OTHERWISE, OR ITS SUITABILITY OR SUFFICIENCY FOR THE PROSPECTIVE PARTY'S INTENDED USES AND PURPOSES.

## **HOW TO PURCHASE OR LEASE**

A [property list](#) is available on the District's website at <http://detroitk12.org/>, may be picked up at the District's Real Estate office located at 1601 Farnsworth, Building C, Detroit, MI 48211, or may be obtained by calling Tammy Deane at 313.421.6015, or Charlene Jefferson at 313.576.0945, or by emailing the real estate department at [tammy.deane@detroitk12.org](mailto:tammy.deane@detroitk12.org) or [charlene.jefferson@detroitk12.org](mailto:charlene.jefferson@detroitk12.org)

Appointments to view the property may be scheduled by email and require a minimum of 48 hours notice. No appointments will be scheduled without (a) evidence, satisfactory to the District in its sole discretion, that the prospective party constitutes a viable and serious purchaser or lessee and (b) an appropriate waiver of liability (c) three months of bank statements or a recent Certified Financial Statement. There are **NO CHILDREN ALLOWED IN THE PROPERTY** during the showing appointment. After viewing, the Real Estate Department will schedule viewing of the property.

## **ALL OFFERS MUST INCLUDE THE FOLLOWING**

1. Real Estate Purchase and Sale Agreement, or LOI, or Lease Request Form, whichever is applicable. All forms or agreements must be signed by an authorized representative. Unsigned forms or agreements will not be considered.
  2. Information form.
  3. Development plan if applicable
  4. Deposit, if applicable.
  5. Signed Conflict of Interest and Other Disclosure Certificate.
  6. Ecclesiastical – Three years of Financial Records and 501-C3
  7. Bank statement or a recent Certified Financial Statement.
  8. Cover letter explaining what the property will be used for
- The above documents can be found on the Districts Website [http://www.detroit.k12.mi.us/admin/ppo/plant/real\\_estate/](http://www.detroit.k12.mi.us/admin/ppo/plant/real_estate/)

## **PURCHASE DEPOSIT**

A deposit in the sum of **\$20,000 or 20%** of purchase price (whichever is greater) in the form of a bank draft, certified check, or bank cashier's check payable to **Detroit Public Schools is required within 24 hours of acceptance of your offer. No personal or company checks are acceptable. In the event that the closing does not take place by the deadline described in the real estate purchase agreement due to the fault of the purchaser, the deposit will NOT be refunded.** All deposits should be sent to the Title Company and held in escrow.

## **ACCEPTANCE OF PROPOSALS**

Proposals will be reviewed by the District's Real Estate Department and Legal Counsel. Acceptance of a proposal by the District is subject to the approval of the Emergency Financial Manager. All offers will be considered.

**RELEASE OF LIABILITY AGREEMENT**

This Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_, 20\_\_, by and between The School District of the City of Detroit, a Michigan public corporation (the "District"), whose address is 1601 Farnsworth, Building C Detroit, Michigan 48211, and \_\_\_\_\_, a Michigan public school academy, whose address is \_\_\_\_\_, Michigan, 48\_\_.

**Recitals**

A. The District is owner of several schools buildings which are closed and no longer operated as schools, including \_\_\_\_\_(name of property) located at \_\_\_\_\_, Detroit, Michigan . \_\_\_\_\_, together with the land upon which it is located, together with any furniture, fixtures and personal property located herein is referred to as the "Property".

B. \_\_\_\_\_ (Purchaser) has approached to the District about purchasing the Property and is seeking entry in order to inspect the Property and determine a price to be offered for the Property.

C. The District is willing to permit entry onto the Property but is concerned about the condition, including the environmental condition, of the Property, has expressed its concerns to \_\_\_\_\_ (Purchaser), and is willing to permit \_\_\_\_\_ to enter only upon its execution of this Agreement.

**NOW THEREFORE,**

1. The District hereby agrees to permit \_\_\_\_\_, its employees, agents or representatives, to enter onto the Property to make a physical inspection of the Property, not including tests, surveys, studies and inspections, at the sole cost of \_\_\_\_\_(purchaser). \_\_\_\_\_ (purchaser)understands and agrees that any on-site inspections of the Property shall be conducted during business hours (9 a.m. to 5 p.m.) upon at least twenty-four (24) hours' prior telephonic or electronic notice to the District (attention: Real Estate Manager, 313.421.6015), and in the presence of the District its representative. All inspections shall be conducted so as not to interfere unreasonably with use of the Property by the District. \_\_\_\_\_ also agrees to maintain comprehensive general liability (occurrence) insurance in terms and amounts satisfactory to the District covering any accident arising in connection with the presence of \_\_\_\_\_, its agents and representatives on the Property and shall deliver a certificate of insurance verifying such coverage to the District prior to entry upon the Property.

2. \_\_\_\_\_, on its behalf and on behalf of its employees, agents and representatives, hereby releases, and agrees to hold harmless, the District, its employees,

agents and representatives, from any claim for damage, injury, liabilities, costs, and/or expenses (including reasonable attorneys' fees actually incurred) arising out of or resulting from, or incurred as result of, entering onto the property, the known or unknown, latent or patent physical condition (including environmental) of the Property, and the inspection of the Property by \_\_\_\_\_ or its agents, and \_\_\_\_\_, on its behalf and on behalf of its employees, agents and representatives, hereby waives any such claims against the District.

THERE ARE NO CHILDREN ALLOWED IN THE PROPERTY

	<b>Purchaser</b>
<b>By:</b> _____	<b>By:</b> _____
<b>Name:</b>	<b>Print Name:</b>
<b>Title</b>	<b>Title</b>