

**LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL**

_____ Listing Firm	<input type="checkbox"/> <b>Dual Agent</b>	_____ Selling Firm	
_____ Seller's Designated Agent Name ("Seller's agent") & License Number		_____ Buyer's Designated Agent Name ("Buyer's agent") & License Number	
_____ Brokerage Name & License Number		_____ Brokerage Name & License Number	
_____ Agent Phone Number	_____ Brokerage Phone Number	_____ Agent Phone Number	_____ Brokerage Phone Number
_____ Email Address		_____ Email Address	
Name of Agent Receiving Agreement from Designated Agent _____ Day _____ Date _____ Time _____ <input type="checkbox"/> AM <input type="checkbox"/> PM			
Agreement transmitted by <input type="checkbox"/> electronic _____ <input type="checkbox"/> hand delivery <input type="checkbox"/> other _____			
Signature of Designated Agent Receiving Agreement _____ Day _____ Date _____ Time _____ AM/PM			
Comments _____			

**Electronic Notice Authorization**

The BUYER further authorizes his or her agent to electronically deliver notices and other communications to the email address he or she provided to his or her agent. Furthermore, the BUYER authorizes the Seller's agent to electronically deliver notices and communications to the Buyer's agent at the email address shown above.

The SELLER further authorizes his or her agent to electronically deliver notices and other communications to the email address he or she provide to his or her agent. Furthermore, the SELLER authorizes the Buyer's agent to electronically deliver notices and communications to the Seller's agent at the email address shown above.

The authorization contained in this Section is not an authorization for the Buyer's agent to communicate directly with the SELLER or a Seller's agent to communicate directly with the BUYER.

The BUYER and SELLER agree the use of electronic documents and digital signatures is acceptable and will be treated as originals of the signatures and documents transmitted in this real estate transaction. Specifically, the BUYER and SELLER consent to the use of electronic documents, the electronic transmission of documents, and the use of electronic signatures pertaining to this Agreement, and any supplement addendum or modification relating thereto, including but not limited to any notices, requests, claims, demands and other communications as set forth in the Agreement.

BUYER'S Initials \_\_\_\_\_ BUYER'S Initials \_\_\_\_\_  
 BUYER'S Initials \_\_\_\_\_ BUYER'S Initials \_\_\_\_\_

SELLER'S Initials \_\_\_\_\_ SELLER'S Initials \_\_\_\_\_  
 SELLER'S Initials \_\_\_\_\_ SELLER'S Initials \_\_\_\_\_



1 **PROPERTY DESCRIPTION:** I/ We offer and agree to Buy/Sell the property at:  
 2 (Municipal Address) \_\_\_\_\_  
 3 City \_\_\_\_\_; Zip \_\_\_\_\_; Parish \_\_\_\_\_; Louisiana,  
 4 (Legal Description) \_\_\_\_\_  
 5 \_\_\_\_\_ on lands and grounds measuring approximately (# \_\_\_\_\_)  
 6 or as per record title; including all buildings, structures, component parts, and all installed, built-in, permanently attached improvements,  
 7 together with all fences, security systems, all installed speakers or installed sound systems, all landscaping, all outside TV antennas, all satellite  
 8 dishes, all installed and/or built-in appliances, all ceiling fans, all air conditioning or heating systems including window units, all bathroom  
 9 mirrors, all window coverings included but not limited to blinds, drapes, curtains, window shades, window coverings, all associated window  
 10 covering hardware, all shutters, all flooring, all carpeting, all cabinet tops, all cabinet knobs or handles, all doors, all door knobs or handles, all  
 11 doorbells, all windows, all roofing, all electrical systems, all installed security systems, installed generators, attached television mounts, gas  
 12 logs, and all installed lighting fixtures, chandeliers and associated hardware, other constructions permanently attached to the ground. If owned  
 13 by the SELLER prior to date of this Agreement, standing timber, unharvested crops and ungathered fruits of trees on the property shall be  
 14 conveyed to the BUYER. The following movable items here remain with the property, but are not to be considered as part of the Sale Price are  
 15 transferred without any warranty and have no value: \_\_\_\_\_  
 16 \_\_\_\_\_  
 17 \_\_\_\_\_  
 18 \_\_\_\_\_  
 19 \_\_\_\_\_  
 20 \_\_\_\_\_  
 21 \_\_\_\_\_  
 22 \_\_\_\_\_  
 23 \_\_\_\_\_  
 24 \_\_\_\_\_

25 All items listed herein are included in the property sold no matter how they are attached or installed, provided that any or all of these items are  
 26 in place at the time of signing of this Agreement to Buy or Sell (the "Agreement"), unless otherwise stated herein. (All of the above contained in  
 27 lines 2 through 24 are collectively referred to herein as the "Property.") The following items are excluded from the Property sold:  
 28 \_\_\_\_\_  
 29 \_\_\_\_\_  
 30 \_\_\_\_\_  
 31 \_\_\_\_\_  
 32 \_\_\_\_\_

33 **MINERAL RIGHTS:** If the SELLER transfers any mineral rights, they are to be transferred without warranty.  
 34 \_\_\_\_\_ (\_\_\_\_%) of the mineral rights owned by the SELLER are to be reserved and  
 35 retained by the SELLER. The SELLER shall waive any right to use the surface for any such reserved and retained mineral activity or use.  
 36  
 37 BUYER \_\_\_\_\_ SELLER \_\_\_\_\_  
 38 BUYER \_\_\_\_\_ SELLER \_\_\_\_\_  
 39 BUYER \_\_\_\_\_ SELLER \_\_\_\_\_  
 40 BUYER \_\_\_\_\_ SELLER \_\_\_\_\_

41  
 42 **PRICE:** The Property will be sold and purchased subject to title and zoning restrictions, servitudes of record, and law or ordinances affecting  
 43 the Property for the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) (the "Sale Price").  
 44

45 **ACT OF SALE:** The Act of Sale is to be executed before a settlement agent or Notary Public to be chosen by the BUYER, on  
 46 \_\_\_\_\_, 20\_\_\_\_, or before if mutually agreed upon. Any change of the date for execution of the Act of  
 47 Sale must be mutually agreed upon in writing and signed by the SELLER and the BUYER. At closing, the BUYER must provide "good funds" as  
 48 required by Louisiana statute LA R.S. 22:532 et seq.

BUYER'S Initials \_\_\_\_\_ BUYER'S Initials \_\_\_\_\_ Page 2 of 10 SELLER'S Initials \_\_\_\_\_ SELLER'S Initials \_\_\_\_\_  
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49 **OCCUPANCY:** Occupancy/possession and transfer of keys/access is to be granted at Act of Sale unless otherwise mutually agreed upon in  
50 writing.

51  
52 **CONTINGENCY FOR SALE OF BUYER'S OTHER PROPERTY:**

53  
54  This sale is contingent on the sale of other property by the BUYER and the contingency language found either in lines 343-352 or the  
55 attached addendum shall apply.

56  
57  This sale is not contingent upon the sale of other property by the BUYER nor is the loan needed by the BUYER to obtain the Sale Price  
58 contingent on the BUYER'S sale of any property.

59  
60 **FINANCING:**

61  
62  **ALL CASH SALE:** The BUYER warrants the BUYER has cash readily available to close the sale of this Property.

63  
64  **FINANCED SALE:** This sale is conditioned upon the ability of BUYER to borrow with this Property as security for the loan the sum of  
65 \_\_\_\_\_ (\$ \_\_\_\_\_) or \_\_\_\_\_ (\_\_\_\_%) of the Sale Price by a mortgage  
66 loan or loans at an initial interest rate not to exceed \_\_\_\_\_ (\_\_\_\_%) per annum, interest and principal, amortized over  
67 a period of not less than \_\_\_\_\_ (#\_\_\_\_) years, payable in monthly installments or on any other terms as may be acceptable to the BUYER  
68 provided that these terms do not increase the cost, fees or expenses to the SELLER. The loan shall be secured by *(Check all that apply):*

- 69
- 70  Fixed Rate Mortgage                       FHA Insured Mortgage
- 71  Adjustable Rate Mortgage               Owner Financing
- 72  Rural Development                       Bond Financing
- 73  VA Guaranteed Mortgage               Conventional Mortgage
- 74  Other \_\_\_\_\_

75  
76 The BUYER agrees to pay discount points not to exceed \_\_\_\_\_ (\_\_\_\_)% of the loan amount.  
77 Other financing conditions \_\_\_\_\_

78 \_\_\_\_\_  
79 \_\_\_\_\_  
80 \_\_\_\_\_

81  
82 The BUYER acknowledges and warrants that the BUYER has available the funds which may be required to complete the sale of the Property  
83 including, but not limited to, the deposit, the down payment, closing costs, pre-paid items, and other expenses. If this sale is a Financed Sale,  
84 BUYER acknowledges that any terms and conditions imposed by BUYER'S lender(s) or by the Consumer Financial Protection Bureau shall not  
85 affect or extend the BUYER'S obligation to execute the Act of Sale or otherwise affect any terms or conditions of this Agreement except as  
86 otherwise set forth herein. The BUYER shall supply the SELLER written documentation from a lender that a loan application has been made and  
87 the BUYER has given written authorization to lender to proceed with the loan approval process within \_\_\_\_\_ (#\_\_\_\_) calendar days  
88 after the date of acceptance of this offer by both parties. If the BUYER fails to make loan application, and to supply SELLER with written  
89 documentation of that application and BUYER'S written authorization for lender to proceed with loan process within this period, the SELLER  
90 may, at the SELLER'S option, elect, in writing, to terminate the Agreement and declare the Agreement null and void, by giving the BUYER  
91 written notice of the SELLER'S termination. In the event the BUYER is not able to secure financing, the SELLER reserves the right to provide all  
92 or part of mortgage loan(s) under the terms set forth above.

93  
94 **PRORATIONS/OTHER COSTS:** Real estate taxes, flood insurance premium if assumed, rents, condominium dues, assessments, and/or other  
95 dues owed to homeowners' associations and the like for the current year are to be prorated through the date of the Act of Sale. Act of Sale  
96 costs, abstracting costs, title search, title insurance and other costs required to obtain financing, shall be paid by the BUYER, unless otherwise  
97 stated herein. All necessary tax, mortgage, conveyance, release certificates or cancellations and the SELLER closing fees, if any, shall be paid  
98 by the SELLER. The SELLER shall pay all previous years' taxes, assessments, condominium dues, and/or dues owed to homeowners'  
99 associations and the like. All special assessments bearing against the Property prior to Act of Sale, other than those to be assumed by written  
100 agreement, as of the date of the Act of Sale, are to be paid by the SELLER.

BUYER'S Initials \_\_\_\_\_ BUYER'S Initials \_\_\_\_\_  
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SELLER'S Initials \_\_\_\_\_ SELLER'S Initials \_\_\_\_\_  
SELLER'S Initials \_\_\_\_\_ SELLER'S Initials \_\_\_\_\_



101 **APPRAISAL:**  This sale is NOT conditioned on appraisal.  This sale IS conditioned on the appraisal of the Property being not less than
102 the Sale Price. The SELLER agrees to provide the utilities and access for appraisals. If the appraised value of the Property is equal to or greater
103 than the Sale Price, the BUYER shall pay the Sale Price agreed upon prior to the appraisal. If the appraised value is less than the Sale Price, the
104 BUYER shall provide the SELLER with a copy of the appraisal within \_\_\_\_\_ (#\_\_\_\_\_) calendar days of receipt of same, along with
105 the BUYER'S written request for the SELLER to reduce the Sale Price. Within \_\_\_\_\_ (#\_\_\_\_\_) calendar days after the SELLER'S
106 receipt of such written documentation of the appraised value, the BUYER shall have the option to pay the Sale Price agreed upon prior to the
107 appraisal or to void this Agreement unless the SELLER agrees in writing to reduce the Sale Price to the appraised value or all parties agree to a
108 new Sale Price.

109
110 **DEPOSIT:** Upon acceptance of this offer, or any attached counter offer, the SELLER and the BUYER shall be bound by all terms and conditions
111 of this Agreement, and the BUYER or the BUYER'S agent shall deliver **within 72 hours**, upon notice of acceptance of the offer, the BUYER'S
112 deposit (the "Deposit") in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) or \_\_\_\_\_ (\_\_\_\_%) of the Sale Price to
113 be paid in the form of:

- 114  Cash \_\_\_\_\_ (\$\_\_\_\_\_)  Certified Funds \_\_\_\_\_ (\$\_\_\_\_\_)
115  Check \_\_\_\_\_ (\$\_\_\_\_\_)  Electronic Transfer \_\_\_\_\_ (\$\_\_\_\_\_)
116  No Deposit

117 The Deposit shall be held by  Listing Broker  Selling Broker  Other \_\_\_\_\_

118

119 **DEPOSIT HELD BY THIRD PARTY:** Louisiana Administrative Code Article Title 46, Part LXVII Section 2717 requires that funds received in a
120 real estate sales transaction shall be deposited in the appropriate sales escrow checking account, rental trust checking account or security
121 deposit trust checking account of the listing or managing broker ("Broker") unless all parties having an interest in the funds have agreed
122 otherwise in writing. I agree to have the Deposit related to this transaction to be held by a third party and not in a sales escrow account
123 maintained by the Broker. I understand that the Louisiana Real Estate Commission may not have jurisdiction over those third parties holding
124 the funds. I have read the attached addendum and acknowledge the Broker is not legally required to disburse a security deposit in accordance
125 with LAC 46:LXVII.2901 when a third party holds the Deposit.

126
127 BUYER \_\_\_\_\_ SELLER \_\_\_\_\_
128 BUYER \_\_\_\_\_ SELLER \_\_\_\_\_
129 BUYER \_\_\_\_\_ SELLER \_\_\_\_\_
130 BUYER \_\_\_\_\_ SELLER \_\_\_\_\_

131

132 Failure to deliver the Deposit shall be considered a default of this Agreement. If the Deposit is held by a Broker, it must be held in accordance
133 with the rules of the Louisiana Real Estate Commission in a federally insured banking or savings and loan institution without responsibility on
134 the part of the Broker in the case of failure or suspension of such institution. In the event the parties fail to execute an Act of Sale by date
135 specified herein, and/or a dispute arises as to ownership of, or entitlement to, the Deposit or funds held in escrow, the Broker shall abide by
136 the Rules and Regulations set forth by the Louisiana Real Estate Commission.

137

138 **RETURN OF DEPOSIT:** The Deposit shall be returned to the BUYER and this Agreement declared null and void without demand in consequence
139 of the following events:

- 140
141 1) If this Agreement is declared null and void by the BUYER pursuant to the Due Diligence and Inspection Period as set forth in lines 195
142 through 250 of this Agreement;
143
144 2) If this Agreement is subject to the BUYER'S ability to obtain a loan and the loan cannot be obtained, except as stated in lines 88 through 92
145 of this Agreement, but only if the BUYER has made good faith efforts to obtain the loan;
146
147 3) If the SELLER declares the Agreement null and void for failure of BUYER to comply with written document requirements as set forth in lines
148 88 through 92;
149
150 4) If the BUYER conditions the Sale Price on an appraisal and the appraisal is less than the Sale Price and the SELLER will not reduce the Sale
151 Price as set forth in lines 101 through 108 of this Agreement;

152

BUYER'S Initials \_\_\_\_\_ BUYER'S Initials \_\_\_\_\_ Page 4 of 10 SELLER'S Initials \_\_\_\_\_ SELLER'S Initials \_\_\_\_\_
BUYER'S Initials \_\_\_\_\_ BUYER'S Initials \_\_\_\_\_ SELLER'S Initials \_\_\_\_\_ SELLER'S Initials \_\_\_\_\_



153 5) If the BUYER timely terminates the Agreement after having received the leases or assessments, as set forth in lines 165 through 169 of this  
154 Agreement;

155  
156 6) If the SELLER is unable to timely deliver to the BUYER an approved sewerage and/or water inspection report as set forth in lines 251  
157 through 261;

158  
159 7) If the SELLER chooses not to repair or replace the sewer system(s) servicing the Property as per the SEPTIC/WATER WELL ADDENDUM,  
160 and the BUYER terminates the agreement as a result thereof;

161  
162 8) If the SELLER chooses not to repair or replace the private water well system(s) as per the SEPTIC/WATER WELL ADDENDUM, and the  
163 BUYER terminates the agreement as a result thereof.

164  
165 **LEASES/SPECIAL ASSESSMENTS:** The sale is conditioned upon the BUYER'S receipt of a copy of all written leases, excluding mineral leases,  
166 and unpaid special assessments from the SELLER **within five calendar days** of acceptance of the Agreement. Special assessments shall mean  
167 an assessment levied on Property to pay the cost of local improvements imposed by local governmental/governing authority. The BUYER will  
168 have **five calendar days** after receipt of the aforementioned documents to notify the SELLER whether they are acceptable to the BUYER. Security  
169 deposits, keys/access and leases are to be transferred to the BUYER at Act of Sale.

170  
171 **NEW HOME CONSTRUCTION:** If the property to be sold is completed new construction, under construction, or to be constructed, check one:

172  
173  A new home construction addendum, with additional terms and conditions, is attached.

174  
175  There is no new home construction addendum.

176  
177 **PROPERTY CONDITION:**

178 THE BUYER ACKNOWLEDGES THAT THE SALE PRICE OF THE PROPERTY WAS NEGOTIATED BASED UPON THE PROPERTY'S APPARENT  
179 CURRENT CONDITION; ACCORDINGLY, THE SELLER IS NOT OBLIGATED TO MAKE REPAIRS TO THE PROPERTY, INCLUDING REPAIRS  
180 REQUIRED BY THE LENDER UNLESS OTHERWISE STATED HEREIN. THE SELLER IS RESPONSIBLE FOR MAINTAINING THE PROPERTY IN  
181 SUBSTANTIALLY THE SAME OR BETTER CONDITION AS IT WAS WHEN THE AGREEMENT WAS FULLY EXECUTED.

182  
183 **DUE DILIGENCE AND INSPECTION PERIOD:**

184 If acceptance of this Agreement occurs, the BUYER shall have a Due Diligence and Inspection Period (hereinafter "DDI Period") commencing  
185 on the first day after acceptance of this Agreement and expiring \_\_\_\_\_ (# \_\_\_\_\_) calendar  
186 days after commencement OR upon the date and time the BUYER'S Request to the SELLER is received as set forth in line 216 *whichever is*  
187 *earlier*. The SELLER agrees to provide the utilities for any due diligence and inspections and immediate access to the Property. The due  
188 diligence and inspection period will be extended by the same number of days that the BUYER is not granted immediate access to the Property  
189 or all utilities are not provided by the SELLER.

190  
191 **Effect of BUYER'S Failure to Timely Provide Written Termination or BUYER'S Request:** Failure of the BUYER to timely provide written notice of  
192 termination or a written BUYER'S Request as described in lines 202 through 250 below prior to the expiration of the DDI Period shall be  
193 deemed as acceptance by the BUYER of the Property's current condition.

194

195 **DDI Period Activities:** During the inspection and due diligence period the BUYER may, at the BUYER'S expense, have any inspections made by  
196 experts or others of BUYER'S choosing. Such physical inspections may include, but are not limited to, inspections for termites and other wood  
197 destroying insects, and/or damage from same, molds, and fungi hazards, and analysis of synthetic stucco, drywall, appliances, structures,  
198 foundations, roof, heating, cooling, electrical, plumbing systems, utility and sewer, including but not limited to septic tanks and pump grinder  
199 systems availability and condition, out-buildings, and square footage. Other due diligence by the BUYER may include, but is not limited to  
200 investigation into the Property's school district, insurability, flood zone classifications, current zoning and/or subdivision restrictive covenants  
201 and any items addressed in the SELLER'S Property Disclosure Document. All testing shall be nondestructive testing.

BUYER'S Initials \_\_\_\_\_ BUYER'S Initials \_\_\_\_\_  
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SELLER'S Initials \_\_\_\_\_ SELLER'S Initials \_\_\_\_\_  
SELLER'S Initials \_\_\_\_\_ SELLER'S Initials \_\_\_\_\_



202 **BUYER'S OPTIONS PRIOR TO THE EXPIRATION OF THE DDI PERIOD:** If the BUYER is not satisfied with the condition of the Property or the  
 203 results of the BUYER'S due diligence or investigations, the BUYER may choose one of the following options prior to the expiration of the DDI  
 204 Period:

205  
 206 **OPTION 1:**  
 207  
 208 A. The BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void.  
 209  
 210 **Effect of the BUYER'S Termination the Agreement pursuant to Option 1:** If the BUYER elects to terminate this Agreement in writing, the  
 211 Agreement shall be automatically ipso facto null and void with no further action required by either party except for return of Deposit to the  
 212 BUYER.

213  
 214 **OPTION 2:**  
 215  
 216 A. The BUYER may present a single, complete written list to the Seller of the deficiencies and desired remedies ("BUYER'S Request").  
 217

218 **B. If the BUYER selects Option 2, the following process shall apply:**  
 219  
 220 1. (a) **SELLER'S Response to BUYER'S Request:** If provided a BUYER'S REQUEST, the SELLER shall respond in writing as to the  
 221 SELLER'S willingness to or refusal to remedy any deficiencies identified in the BUYER's Request. Seller's written response shall be  
 222 provided to the BUYER **within 72 hours** of receipt of the BUYER's Request ("SELLER'S Response").  
 223

224 (b) **Effect of SELLER'S Failure to Timely Respond to the BUYER'S Request:** If the SELLER fails to timely respond to the  
 225 BUYER'S Request in writing within the required time frame, then the BUYER shall have **72 hours** from when the SELLER'S Response  
 226 was due to notify the SELLER in writing that the BUYER will:

- 227 (i) accept the Property in its current condition; or
- 228 (ii) elect to terminate this Agreement.

229  
 230  
 231 (c) **Effect of the BUYER'S Failure to Timely Respond to SELLER'S Failure to Timely Respond:** If the BUYER fails to provide  
 232 this notice (lines 224 through 229) in writing within the required time frame, the Agreement shall be automatically, with no further  
 233 action required by either party, ipso facto null and void except for return of Deposit to the BUYER.  
 234

235 2. (a) **BUYER'S Response to SELLER'S Response:** Should the SELLER in the SELLER'S Response refuse to remedy any or all  
 236 the deficiencies listed by the BUYER, then the BUYER shall have **72 hours** from receipt of the SELLER'S Response or **72 hours** from  
 237 the date that the SELLER'S Response was due, whichever is earlier, to take one of the following actions ("BUYER'S Response"). The  
 238 BUYER'S Response shall be provided to the SELLER in writing.  
 239

- 240 (i) accept the SELLER'S Response to the BUYER'S Request, or
- 241 (ii) accept the Property in its current condition, or
- 242 (iii) to elect to terminate this Agreement in writing which shall automatically make the Agreement ipso facto null and void with no  
 243 further action required by either party except for the return of Deposit to the BUYER.

244  
 245 (b) **Effect of BUYER'S Failure to Timely Respond to SELLER'S Response:** If the BUYER fails to respond to the SELLER'S  
 246 Response within the time specified, then the Agreement shall be automatically, with no further action required by either party, ipso  
 247 facto null and void except for return of Deposit to the BUYER.  
 248

249 **Upon receipt of the written BUYER'S Response to the SELLER'S Response, the SELLER shall not be required to remedy any additional**  
 250 **deficiencies requested by the BUYER unless the parties enter into an additional agreement in writing.**

BUYER'S Initials \_\_\_\_\_ BUYER'S Initials \_\_\_\_\_ Page 6 of 10 SELLER'S Initials \_\_\_\_\_ SELLER'S Initials \_\_\_\_\_  
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251 **PRIVATE WATER/SEWERAGE:**

252  
253  There is/are \_\_\_\_\_ (#\_\_\_\_\_) private water system(s) servicing only the primary residence, and the attached private  
254 Septic/Water Addendum inspections shall include only the system(s) supplying service to the primary residence.

255  
256  There is/are \_\_\_\_\_ (#\_\_\_\_\_) private septic/treatment system(s) servicing only the primary residence and the attached private  
257 Septic/Water Addendum inspections shall include only those systems supplying service to the primary residence.

258  
259  There is NO private septic/treatment system(s) servicing only the primary residence.

260  
261  There is NO private water system(s) servicing only the primary residence.

262  
263 **HOME SERVICE/WARRANTY:**

264 A home service/warranty plan  will /  will not be purchased at the closing of sale at a cost not to exceed  
265 \_\_\_\_\_ (\$\_\_\_\_\_) to be paid by  the BUYER /  the SELLER.

266 Home Service Warranty will be ordered by \_\_\_\_\_.

267 The home service warranty plan does not warrant pre-existing defects and options, and does not supersede or replace any other inspection  
268 clause or responsibilities. If neither the BUYER nor the SELLER accepts the home service warranty plan, they declare that they have been made  
269 aware of the existence of such a plan, and further declare that they hold the Broker and Agents harmless from any responsibility or liability due  
270 to their rejection of such a plan.

271  
272 **WARRANTY OR AS IS CLAUSE WITH WAIVER OF RIGHT OF REDHIBITION: (CHECK ONE ONLY)**

273  
274  A. SALE WITH WARRANTIES: The SELLER and the BUYER acknowledge that this sale shall be with full SELLER warranties as to any claims  
275 or causes of action including but not limited to redhibition pursuant to Louisiana Civil Code Article 2520, et seq.

276  
277  B. SALE "AS IS" WITHOUT WARRANTIES: The SELLER and the BUYER hereby acknowledge and recognize that the Property being sold  
278 and purchased is to be transferred in "as is" condition and further the BUYER does hereby waive, relieve and release the SELLER from any  
279 claims or causes of action for redhibition pursuant to Louisiana Civil Code Article 2520, et seq. and Article 2541, et seq. or for reduction of  
280 Sale Price pursuant to Louisiana Civil Code Article 2541, et seq. Additionally, the BUYER acknowledges that this sale is made without warranty  
281 of fitness for ordinary or particular use pursuant to Louisiana Civil Code Article 2524. The SELLER and the BUYER agree that this clause shall  
282 be made a part of the Act of Sale.

283  
284  C. NEW HOME WARRANTIES. Notwithstanding lines 274 through 282 and irrespective of whether A or B above is checked, if the Property  
285 is a new construction, the parties agree that neither A or B will apply but instead the provisions of the New Home Warranty Act (LA R.S. 9:3141  
286 et seq.) shall apply. The warranty of condition of this Property is governed by the New Home Warranty Act if a home on the Property is a  
287 "home" as defined in the New Home Warranty Act.

288  
289 **MERCHANTABLE TITLE/CURATIVE WORK:** The SELLER shall deliver to the BUYER a merchantable title at the SELLER'S costs (see lines 94  
290 through 100). In the event curative work in connection with the title to the Property is required or is a requirement for obtaining the loan(s)  
291 upon which this Agreement is conditioned, the parties agree to and do extend the date for passing the Act of Sale to a date not more than  
292 \_\_\_\_\_ (#\_\_\_\_\_) calendar days from the date of the Act of Sale stated herein. The SELLER'S title shall be merchantable and  
293 free of all liens and encumbrances except those that can be satisfied at Act of Sale. All costs and fees required to make title merchantable shall  
294 be paid by the SELLER. The SELLER shall make good faith efforts to deliver merchantable title. The SELLER'S inability to deliver merchantable  
295 title within the time stipulated herein shall render this Agreement null and void, reserving unto the BUYER the right to demand the return of the  
296 Deposit and to recover from the SELLER actual costs incurred in processing of sale as well as legal fees incurred by the BUYER.

297  
298 **FINAL WALK THROUGH:** The BUYER shall have the right to re-inspect the Property **within five calendar days** prior to the Act of Sale, or  
299 occupancy, whichever will occur first in order to determine if the Property is in the same or better condition as it was at the initial inspection(s)  
300 and to insure all agreed upon repairs have been completed. The SELLER agrees to provide utilities for the final walk through and immediate  
301 access to the Property.

BUYER'S Initials \_\_\_\_\_ BUYER'S Initials \_\_\_\_\_  
BUYER'S Initials \_\_\_\_\_ BUYER'S Initials \_\_\_\_\_

SELLER'S Initials \_\_\_\_\_ SELLER'S Initials \_\_\_\_\_  
SELLER'S Initials \_\_\_\_\_ SELLER'S Initials \_\_\_\_\_



302 **DEFAULT OF AGREEMENT BY THE SELLER:** In the event of any default of this Agreement by the SELLER, the BUYER shall at the BUYER'S  
303 option have the right to declare this Agreement null and void with no further demand, or to demand and/or sue for any of the following:

- 304
- 305 1) Termination of this Agreement
- 306 2) Specific performance
- 307 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.
- 308

309 Further, the BUYER shall be entitled to the return of the Deposit. The prevailing party to any litigation brought to enforce any provision of this  
310 Agreement shall be awarded their attorney fees and costs. The SELLER may also be liable for Broker fees.

311  
312 **DEFAULT OF AGREEMENT BY BUYER:** In the event of any default of this Agreement by the BUYER, the SELLER shall have at the SELLER'S  
313 option the right to declare this Agreement null and void with no further demand, or to demand and sue for any of the following:

- 314
- 315 1) Termination of this Agreement
- 316 2) Specific performance
- 317 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.
- 318

319 Further, the SELLER shall be entitled to retain the Deposit. The prevailing party to any litigation brought to enforce any provision of this  
320 Agreement shall be awarded their attorney fees and costs. The BUYER may also be liable for Broker fees.

321  
322 **MOLD RELATED HAZARDS NOTICE:** An informational pamphlet regarding common mold related hazards that can affect real property is  
323 available at the EPA website <http://www.epa.gov/iaq/molds/index.html>. By initialing this page of the Agreement, the BUYER acknowledges that  
324 the real estate agent has provided the BUYER with the EPA website enabling the BUYER to obtain information regarding common mold related  
325 hazards.

326  
327 **OFFENDER NOTIFICATION:** The Louisiana State Police maintains the State Sex Offender and Child Predator Registry through the Louisiana  
328 Bureau of Criminal Identification and Information. It is a public access database of the locations of individuals who are required to register  
329 pursuant to LA R.S. 15:540, et seq. The website for the database is <http://www.lsp.org/socpr/default.html>. Sheriff and police departments  
330 serving jurisdictions of 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0551. Send written inquiries to  
331 Post Office Box 66614, Box A-6, Baton Rouge, Louisiana 70896.

332  
333 **FLOOD HAZARD INFORMATION:** An informational website regarding flood hazards that can affect real property is available at the FEMA  
334 website <https://msc.fema.gov/portal>.

335  
336 **CHOICE OF LAW:** This Agreement shall be governed by and shall be interpreted in accordance with the laws of the State of Louisiana.

337  
338 **DEADLINES:** TIME IS OF THE ESSENCE and all deadlines are final, except where modifications, changes, or extensions are made in writing  
339 and signed by all parties to this Agreement. All "calendar days" as used in this Agreement or as are put forth in this Agreement shall end at  
340 11:59 p.m. in Louisiana.

341  
342 **ADDITIONAL TERMS AND CONDITIONS:**  
343 \_\_\_\_\_  
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BUYER'S Initials \_\_\_\_\_ BUYER'S Initials \_\_\_\_\_ Page 8 of 10 SELLER'S Initials \_\_\_\_\_ SELLER'S Initials \_\_\_\_\_  
BUYER'S Initials \_\_\_\_\_ BUYER'S Initials \_\_\_\_\_ SELLER'S Initials \_\_\_\_\_ SELLER'S Initials \_\_\_\_\_





353 **ROLES OF BROKERS AND DESIGNATED AGENTS:** Broker(s) and Designated Agent(s) have acted only as real estate brokers to bring the
354 parties together and make no warranty to either party for performance or non-performance of any part of this Agreement or for any warranty of
355 any nature unless specifically set forth in writing.

356 Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning Property measurements, square footage,
357 room dimensions, lot size, Property lines or boundaries. Broker(s) and Designated Agent(s) make no representations as to suitability or to a
358 particular use of the Property, and the BUYER has or will independently investigate all conditions and characteristics of the Property which are
359 important to the BUYER. The BUYER is not relying on the Broker or the Designated Agent(s) to choose a representative to inspect or re-inspect
360 the Property; the BUYER understands any representative desired by the BUYER may perform this function. In the event Broker/Agent(s)
361 provides names or sources for such advice or assistance, Broker/Agent(s) does not warrant the services of such experts or their products and
362 cannot warrant the condition of Property or interest to be acquired or guarantee that all defects are disclosed by the SELLER(S).
363 Broker/Agent(s) do not investigate the status of permits, zoning, code compliance, restrictive covenants, or insurability. The Broker(s) and
364 Designated Agent(s) specifically make no warranty whatsoever as to whether or not the Property is situated in or out of the Government's
365 hundred-year flood plan or is or would be classified as wetlands by the U.S. Army Corps of Engineers, or as to the presence of wood
366 destroying insects or damage there from. The BUYER(S) are to satisfy themselves concerning these issues. Designated Agent shall be an
367 independent contractor for Broker if the conditions as set forth in LA R.S. 37:1446(h) are met.

368 **LIST ADDENDA TO BE ATTACHED AND MADE A PART OF THIS AGREEMENT:**

- 369  Contingency for Sale of the BUYER'S Other Property Addendum
- 370  Private Water/Sewerage Addendum
- 371  Condominium Addendum
- 372  Deposit Addendum
- 373  FHA Amendatory Clause
- 374  New Construction Addendum
- 375  \_\_\_\_\_
- 376  \_\_\_\_\_

377 If any of the pre-printed portions of this Agreement vary or are in conflict with any additional or modified terms on blanks provided in this form
378 or Addendum attached to this Agreement, the additional, modified or Addendum provisions control.

379 **SINGULAR – PLURAL USE:** Wherever the word BUYER or the word SELLER occurs in this Agreement or is referred to, the same shall be
380 construed as singular or plural, masculine or feminine or neuter, as the case may be.

381 **ACCEPTANCE:** Acceptance of this Agreement must be in writing. This agreement may be executed by use of electronic signatures, in
382 accordance with the Louisiana Uniform Electronic Transaction Act. The original of this Agreement shall be delivered to the listing Broker's firm.
383 This Agreement and any supplement addendum or modification relating hereto, including any photocopy, facsimile or electronic transmission
384 thereof, may be executed in two or more counterparts, all of which shall constitute one and the same Agreement

385 **NOTICES AND OTHER COMMUNICATIONS:** All notices, requests, claims, demands, and other communications related to or required by this
386 Agreement shall be in writing. Notices permitted or required to be given (excluding service of process) shall be deemed sufficient if delivered
387 by (a) mail, (b) hand delivery; (c) overnight delivery; (d) facsimile, (e) email, or (f) other e-signature transmissions addressed to the respective
388 addresses of the parties as written on the first page of this Agreement or at such other addresses as the respective parties may designate by
389 written notice.

390 **CONTRACT:** This is a legally binding contract when signed by both the SELLER and the BUYER. READ IT CAREFULLY. If you do not
391 understand the effect of any part of this Agreement seek legal advice before signing this contract or attempting to enforce any obligation or
392 remedy provided herein.

393 **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties, and any other agreements not incorporated herein
394 in writing are void and of no force and effect.

BUYER'S Initials \_\_\_\_\_ BUYER'S Initials \_\_\_\_\_  
BUYER'S Initials \_\_\_\_\_ BUYER'S Initials \_\_\_\_\_

SELLER'S Initials \_\_\_\_\_ SELLER'S Initials \_\_\_\_\_  
SELLER'S Initials \_\_\_\_\_ SELLER'S Initials \_\_\_\_\_



399 **EXPIRATION OF OFFER:**

400 This offer is binding and irrevocable until \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ AM PM NOON.

401 The Acceptance of this offer must be communicated to the offering party by the deadline stated on line 400 to be binding and effective.

X\_\_\_\_\_

X\_\_\_\_\_

Buyer's/ Seller's Signature

Buyer's/ Seller's Signature

X\_\_\_\_\_

X\_\_\_\_\_

Buyer's/ Seller's Signature

Buyer's/ Seller's Signature

Date/Time  AM  PM  NOON

Date/Time  AM  PM  NOON

Print Buyer's/Seller's Full Name (First, Middle, Last)

Print Buyer's/Seller's Full Name (First, Middle, Last)

Print Buyer's/Seller's Full Name (First, Middle, Last)

Print Buyer's/Seller's Full Name (First, Middle, Last)

This offer was presented to the  Seller  Buyer by \_\_\_\_\_

Day/ Date/ Time  AM  PM  NOON

This offer is:  Accepted  Rejected (without counter)  Countered (See Attached Counter) by:

X\_\_\_\_\_

X\_\_\_\_\_

Buyer's/ Seller's Signature

Buyer's/ Seller's Signature

X\_\_\_\_\_

X\_\_\_\_\_

Buyer's/ Seller's Signature

Buyer's/ Seller's Signature

Date/Time  AM  PM  NOON

Date/Time  AM  PM  NOON

Print Buyer's/Seller's Full Name (First, Middle, Last)

Print Buyer's/Seller's Full Name (First, Middle, Last)

Print Buyer's/Seller's Full Name (First, Middle, Last)

Print Buyer's/Seller's Full Name (First, Middle, Last)

This offer was presented to the  Seller  Buyer by \_\_\_\_\_

Day/ Date/ Time  AM  PM  NOON

