

Listing Firm _____			Selling Firm _____		
<input type="checkbox"/>			<b>Dual Agent</b>		
Seller's Designated Agent _____			Buyer's Designated Agent _____		
Phone Number _____	Office _____	Fax _____	Phone Number _____	Office _____	Fax _____
Email Address _____			Email Address _____		
Delivered by Designated Agent to _____			Day _____	Date _____	Time _____ AM/PM
Comments _____					
Received by Designated Listing Agent _____			Day _____	Date _____	Time _____ AM/PM

**LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL**

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Date: \_\_\_\_\_

**PROPERTY DESCRIPTION:** I/We offer and agree to Buy/Sell the property at:

(Municipal Address) \_\_\_\_\_

City \_\_\_\_\_; Zip \_\_\_\_\_; Parish \_\_\_\_\_; Louisiana,

(Legal Description) \_\_\_\_\_

\_\_\_\_\_ on lands and grounds measuring approximately \_\_\_\_\_

or as per record title; including all buildings, structures, component parts, and all installed, built-in, permanently attached improvements, together with all fences, security systems, all installed speakers or installed sound systems, all landscaping, all outside TV antennas, all satellite dishes, all installed and/or built-in appliances, all ceiling fans, all air conditioning or heating systems including window units, all bathroom mirrors, all window coverings, blinds and associated hardware, all shutters, all flooring, all carpeting, all cabinet tops, all cabinet knobs or handles, all doors, all door knobs or handles, all windows, all roofing, all electrical systems, and all installed lighting fixtures, chandeliers and associated hardware, other constructions permanently attached to the ground. If owned by the SELLER prior to date of this Agreement, standing timber, unharvested crops and ungathered fruits of trees on the property shall be 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 and have no value: \_\_\_\_\_

\_\_\_\_\_.

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 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 lines 5 through 22 are collectively referred to herein as the "Property.") The following items are excluded from the Property sold:

**MINERAL RIGHTS:** If SELLER transfers any mineral rights, they are to be transferred without warranty. \_\_\_\_\_% mineral rights owned by SELLER are to be reserved by SELLER and the SELLER shall waive any right to use the surface for any such reserved mineral activity or use.

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

**ACT OF SALE:** The Act of Sale is to be executed before a settlement agent or Notary Public to be chosen by BUYER, on \_\_\_\_\_, 20\_\_\_\_, or before if mutually agreed upon. At closing, BUYER must provide "good funds" if required by Louisiana statute LA R.S. 22:2092.2 *et seq.* Any change of the date for execution of the Act of Sale must be mutually agreed upon in writing and signed by SELLER and BUYER. Security deposits and keys are to be transferred to BUYER at Act of Sale.

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

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



Property address, street, city, state, zip

44 **OCCUPANCY:** Occupancy/possession is to be granted at Act of Sale unless mutually agreed upon in writing.  
45

46 **CONTINGENCY FOR SALE OF BUYER'S OTHER PROPERTY:**  This sale is contingent on the sale of other  
47 property by the BUYER and the attached contingency clause addendum shall apply.  This sale is not  
48 contingent upon the sale of other property by the BUYER nor is the loan needed by the BUYER to obtain the Sale  
49 Price contingent on the BUYER'S sale of any property.  
50

51  **ALL CASH SALE:** BUYER warrants he has cash readily available to close the sale of this Property.  
52

53  **FINANCED SALE:** This sale is conditioned upon the ability of BUYER to borrow with this Property as security  
54 for the loan the sum of \$\_\_\_\_\_ or \_\_\_\_\_% of the Sale  
55 Price by a mortgage loan or loans at an initial interest rate not to exceed \_\_\_\_\_% per annum, interest and  
56 principal, amortized over a period of not less than \_\_\_\_\_ years, payable in monthly installments or on any other  
57 terms as may be acceptable to BUYER provided that these terms do not increase the cost, fees or expenses to  
58 SELLER. Fees paid by SELLER that are required by lender, if any, shall not exceed  
59 \$\_\_\_\_\_. BUYER agrees to pay discount points not to exceed \_\_\_\_\_% of the loan amount.  
60 Other financing conditions: \_\_\_\_\_  
61 \_\_\_\_\_  
62 \_\_\_\_\_

63  
64 In the event BUYER is not able to secure financing, SELLER reserves the right to provide all or part of mortgage  
65 loan(s) under the terms set forth above. The BUYER acknowledges and warrants that he has available the funds  
66 which may be required to complete the sale of the Property including, but not limited to, the deposit, the down  
67 payment, closing costs, pre-paid items, and other expenses. BUYER agrees to make good faith application, which  
68 includes ordering an appraisal and credit report if required for loan approval, within \_\_\_\_\_ calendar days after  
69 acceptance of this offer or any counteroffer. Written proof from the lender that the application has been made  
70 shall be supplied by BUYER to the SELLER. Written commitment by the lender to make loan(s), without  
71 contingencies except subject to approval of title and other contingencies normally imposed by lender excluding  
72 ordering appraisal and credit report, shall be obtained by BUYER and shall constitute final loan approval. Final  
73 loan approval shall be obtained on or prior to \_\_\_\_\_. Any extension of this date shall be in  
74 writing and shall be signed by all parties. BUYER authorizes and instructs lender to release to SELLER or  
75 SELLER'S Broker or Designated Agent, written verification of the loan application and final loan approval.  
76

77 **APPRAISAL:**  This sale is NOT conditioned on appraisal.  This sale IS conditioned on the appraisal of the  
78 Property being not less than the Sale Price. If the appraised value of the Property is equal to or greater than the  
79 Sale Price, the BUYER shall pay the Sale Price agreed upon prior to the appraisal. If the appraised value is less  
80 than the Sale Price, BUYER shall immediately provide written notification to SELLER of appraised value and  
81 BUYER'S request for SELLER to reduce the Sale Price. Within \_\_\_\_\_ (\_\_\_\_\_) calendar  
82 days after SELLER'S receipt of such written notification of the appraised value, BUYER shall have the option to  
83 pay the Sale Price agreed upon prior to the appraisal or to void this Agreement unless SELLER agrees in writing  
84 to reduce the Sale Price to the appraised value or all parties agree to a new Sale Price.  
85

86 **DEPOSIT:** Upon acceptance of this offer, SELLER and BUYER shall be bound by all terms and conditions of this  
87 Agreement, and BUYER or BUYER'S agent will deliver immediately upon notice of acceptance of the offer a  
88 deposit (the "Deposit") in the amount of \$\_\_\_\_\_ or \_\_\_\_\_% of the Sale Price to be  
89 paid in the form of:

90  Cash \$ \_\_\_\_\_

91  Check \$ \_\_\_\_\_

92  Promissory Note \$ \_\_\_\_\_

93 The Deposit shall be held by \_\_\_\_\_.

94  
95 Failure to deliver the Deposit shall be considered a default of this Agreement. If the Deposit is held by a Broker, it  
96 must be held in accordance with the rules of the Louisiana Real Estate Commission in a federally insured banking  
97 or savings and loan institution without responsibility on the part of the Broker in the case of failure or suspension  
98 of such institution. In the event the parties fail to execute an Act of Sale by date specified herein, and/or a dispute  
99 arises as to ownership of, or entitlement to, the Deposit or funds held in escrow, the Broker shall abide by the  
100 Rules and Regulations set forth by the Louisiana Real Estate Commission governing such matters.  
101

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

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

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



Property address, street, city, state, zip

- 104 1) If this Agreement is declared null and void by BUYER during the inspection period as set forth in lines 144
- 105 through 159 of this Agreement;
- 106
- 107 2) If this Agreement is subject to BUYER'S ability to obtain a loan and the loan is not obtained by the date set
- 108 forth in lines 67 through 73 of this Agreement but only if the BUYER has made timely application for the loan and
- 109 made good faith efforts to obtain the loan;
- 110
- 111 3) If the BUYER conditions the Sale Price on an appraisal and the appraisal is less than the Sale Price and the
- 112 SELLER will not reduce the Sale Price as set forth in lines 77 through 84 of this Agreement;
- 113
- 114 4) If the BUYER does not accept the leases or special assessments as set forth in lines 120 through 124 of this
- 115 Agreement;
- 116
- 117 5) If the SELLER is unable to timely deliver to the BUYER an approved sewerage and/or water inspection report
- 118 as set forth in lines 161 through 167.
- 119

120 **LEASES/SPECIAL ASSESSMENTS:** The sale is conditioned upon BUYER'S receipt of a copy of all written  
 121 leases, excluding mineral leases, and unpaid special assessments from SELLER within five (5) calendar days of  
 122 acceptance of the Agreement. Special assessments shall mean an assessment levied on Property to pay the cost  
 123 of local improvements. BUYER will have five (5) calendar days after receipt of the aforementioned documents to  
 124 notify SELLER whether they are acceptable to BUYER.

125

126 **INSPECTION AND DUE DILIGENCE:** BUYER ACKNOWLEDGES THAT THE SALE PRICE OF THE  
 127 PROPERTY WAS NEGOTIATED BASED UPON THE PROPERTY'S APPARENT CURRENT CONDITION;  
 128 ACCORDINGLY, SELLER IS NOT OBLIGATED TO MAKE REPAIRS TO THE PROPERTY, INCLUDING  
 129 REPAIRS REQUIRED BY THE LENDER UNLESS OTHERWISE STATED HEREIN. THE SELLER IS  
 130 RESPONSIBLE FOR MAINTAINING THE PROPERTY IN SUBSTANTIALLY THE SAME OR BETTER  
 131 CONDITION AS IT WAS WHEN THE AGREEMENT WAS FULLY EXECUTED.

132

133 BUYER shall have an inspection period of (\_\_\_\_\_) calendar days, commencing the first day after acceptance of  
 134 this Agreement wherein, BUYER may, at BUYER'S expense, have any inspections made by experts or others of  
 135 his choosing. Such inspections may include, but are not limited to, inspections for termites and other wood  
 136 destroying insects, and/or damage from same, molds, and fungi hazards, and analysis of synthetic stucco,  
 137 appliances, structures, foundations, roof, heating, cooling, electrical, plumbing systems, utility and sewer  
 138 availability and condition, out-buildings, square footage, school district, flood zone classifications, current zoning  
 139 and/or subdivision restrictive covenants and any items addressed in the SELLER'S Property Disclosure  
 140 Document. All testing shall be nondestructive testing. SELLER agrees to provide the utilities for inspections and  
 141 immediate access. If BUYER is not satisfied with the condition of the Property the BUYER may choose one of the  
 142 following options within the inspection period:

- 143
- 144 **Option 1:** BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void; or
- 145 **Option 2:** BUYER may indicate in writing the deficiencies and desired remedies and SELLER will within seventy
- 146 two (72) hours respond in writing as to SELLER's willingness to remedy those deficiencies ("SELLER's
- 147 Response").
- 148

149 Should SELLER in the SELLER'S Response refuse to remedy any or all of the deficiencies listed by the BUYER,  
 150 then BUYER shall have seventy-two (72) hours from the date of SELLER's Response or seventy-two (72) hours  
 151 from the date that SELLER's Response was due, whichever is earlier, to: (a) accept SELLER'S Response to  
 152 BUYER'S written requests or (b) accept the Property in its current condition, or (c) to elect to terminate this  
 153 Agreement. BUYER'S response shall be in writing. Upon BUYER'S failure to respond to the SELLER's Response  
 154 by the time specified or BUYER'S electing, in writing, to terminate this Agreement, the Agreement shall be  
 155 automatically, with no further action required by either party, ipso facto null and void except for return of Deposit  
 156 to the BUYER. FAILURE TO MAKE INSPECTIONS OR TO GIVE WRITTEN NOTICE OF DEFICIENCIES AND  
 157 DESIRED REMEDIES TO SELLER (OR SELLER'S DESIGNATED AGENT) AS SET FORTH IN LINES 132  
 158 THROUGH 138 WITHIN THE INSPECTION PERIOD SHALL BE DEEMED AS ACCEPTANCE BY BUYER OF  
 159 THE PROPERTY'S CURRENT CONDITION.

160

161 **PRIVATE WATER/SEWERAGE:** In the event there is a private water system or private sewerage system on  
 162 the Property, the SELLER shall provide, at SELLER's expense, approval by the appropriate governmental  
 163 entity of the private water or sewerage system. An approved sewerage and/or water inspection report will  
 164 be issued within thirty (30) days prior to the Act of Sale by the appropriate governmental agency. The  
 165 approved inspection and test on the water and/or sewerage system are to be furnished and paid for by  
 166 the SELLER. Any private water system or private sewerage system repairs necessary to obtain approved  
 167 inspection certificate will be paid by SELLER.

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

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



Property address, street, city, state, zip

168 **HOME SERVICE/WARRANTY:** A home service/warranty plan  will  will not be purchased at the closing of  
169 sale at a cost not to exceed \$\_\_\_\_\_ to be paid by  BUYER,  SELLER,  
170  Neither, and ordered by \_\_\_\_\_. It is understood that Agent/Broker may receive  
171 compensation from the home warranty company for actual services performed. The home service warranty plan  
172 does not warrant pre-existing defects and options, and does not supersede or replace any other inspection clause  
173 or responsibilities. If neither BUYER nor SELLER accepts the home service warranty plan, they declare that they  
174 have been made aware of the existence of such a plan, and further declare that they hold the Broker and Agents  
175 harmless from any responsibility or liability due to their rejection of such a plan.

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

177  A. SALE WITH WARRANTIES: SELLER and BUYER acknowledge that this sale shall be with full SELLER  
178 warranties as to any claims or causes of action including but not limited to redhibition pursuant to Louisiana Civil  
179 Code Article 2520, *et seq.* and Article 2541, *et seq.*

181  B. SALE "AS IS" WITHOUT WARRANTIES: SELLER and BUYER hereby acknowledge and recognize that the  
182 Property being sold and purchased is to be transferred in "as is" condition and further BUYER does hereby waive,  
183 relieve and release SELLER from any claims or causes of action for redhibition pursuant to Louisiana Civil Code  
184 Article 2520, *et seq.* and Article 2541, *et seq.* or for reduction of Sale Price pursuant to Louisiana Civil Code  
185 Article 2541, *et seq.* Additionally, BUYER acknowledges that this sale is made without warranty of fitness for  
186 ordinary or particular use pursuant to Louisiana Civil Code Article 2524. SELLER and BUYER agree that this  
187 clause shall be made a part of the Act of Sale; however, if this clause is not made a part of the Act of Sale for any  
188 reason, it will be binding upon the BUYER and SELLER after the Act of Sale.

190  C. NEW HOME WARRANTIES. Notwithstanding lines 177 through 188 and irrespective of whether A or B  
191 above is checked, if the Property is a new construction, the parties agree that neither A or B will apply but instead  
192 the provisions of the New Home Warranty Act (LA R.S. 9:3141 *et seq.*) shall apply. The warranty of condition of  
193 this Property is governed by the New Home Warranty Act if a home on the Property is a "home" as defined in the  
194 New Home Warranty Act.

196 **PRORATIONS/OTHER COSTS:** Real estate taxes, rents, assessments, condominium dues, assessments and/or  
197 dues owed to homeowners associations and the like for the current year are to be prorated through the date of  
198 the Act of Sale. Act of Sale costs, title insurance and other costs required to obtain financing shall be paid by  
199 BUYER, unless otherwise stated herein. All necessary tax, mortgage, conveyance and release certificates or  
200 cancellations and SELLER closing fees, if any, shall be paid by SELLER. SELLER shall pay all previous years'  
201 taxes, assessments, condominium dues, assessments and/or dues owed to homeowners associations and the  
202 like. All special assessments bearing against the Property prior to Act of Sale, other than those to be assumed by  
203 written agreement as of the date of the Act of Sale are to be paid by SELLER.

205 **MERCHANTABLE TITLE/CURATIVE WORK:** SELLER shall deliver to BUYER a merchantable title at SELLER's  
206 costs (see lines 209 through 214). In the event curative work in connection with the title to the Property is required  
207 or is a requirement for obtaining the loan(s) upon which this Agreement is conditioned, the parties agree to and do  
208 extend the date for passing the Act of Sale to a date not more than \_\_\_\_\_ (\_\_\_\_)  
209 calendar days from the date of the Act of Sale stated herein. SELLER's title shall be merchantable and free of all  
210 liens and encumbrances except those that can be satisfied at Act of Sale. All costs and fees required to make title  
211 merchantable shall be paid by SELLER. SELLER shall make good faith efforts to deliver merchantable title.  
212 SELLER's inability to deliver merchantable title within the time stipulated herein shall render this Agreement null  
213 and void, reserving unto BUYER the right to demand the return of the Deposit and to recover from SELLER actual  
214 costs incurred in processing of sale as well as legal fees incurred by BUYER.

216 **FINAL WALK THROUGH:** BUYER shall have the right to re-inspect the Property within five (5) days prior to the  
217 Act of Sale, or occupancy, whichever will occur first in order to determine if the Property is in the same or better  
218 condition as it was at the initial inspection(s) and to insure all agreed upon repairs have been completed. SELLER  
219 agrees to provide utilities for the final walk through and immediate access to the Property.

221 **DEFAULT OF AGREEMENT BY SELLER:** In the event of any other default of this Agreement by SELLER except  
222 as set forth in lines 102 through 118 or lines 211 through 214, BUYER shall at BUYER'S option have the right to  
223 declare this Agreement null and void with no further demand, or to demand and/or sue for any of the following:

- 225 1) Termination of this Agreement;
- 226 2) Specific performance;
- 227 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.

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

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



Property address, street, city, state, zip

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

231 **DEFAULT OF AGREEMENT BY BUYER:** In the event of any other default of this Agreement by BUYER except  
232 as set forth in lines 102 through 118, SELLER shall have at SELLER's option the right to declare this Agreement  
233 null and void with no further demand, or to demand and sue for any of the following:

- 234 1) Termination of this Agreement;
- 235 2) Specific performance;
- 236 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.

237  
238 Further, SELLER shall be entitled to retain the Deposit. The prevailing party to any litigation brought to enforce  
239 any provision of this Agreement shall be awarded their attorney fees and costs. The BUYER may also be liable  
240 for Broker fees.

241  
242 **MOLD RELATED HAZARDS NOTICE:** An informational pamphlet regarding common mold related hazards that  
243 can affect real property is available at the EPA website <http://www.epa.gov/iaq/molds/index.html>. By initialing  
244 this page of the Agreement, BUYER acknowledges that the real estate agent has provided BUYER with the EPA  
245 website enabling BUYER to obtain information regarding common mold related hazards.

246  
247 **OFFENDER NOTIFICATION:** The Louisiana State Police maintains the State Sex Offender and Child Predator  
248 Registry through the Louisiana Bureau of Criminal Identification and Information. It is a public access database of  
249 the locations of individuals who are required to register pursuant to LA R.S. 15:540 *et seq.* The website for the  
250 database is <http://www.lsp.org/socpr/default.html>. Sheriff and police departments serving jurisdictions of  
251 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0551 or 1-225-925-6100.  
252 Send written inquiries to Post Office Box 66614, Box A-6, Baton Rouge, Louisiana 70896.

253  
254 **CHOICE OF LAW:** This Agreement shall be governed by and shall be interpreted in accordance with the laws of  
255 the State of Louisiana.

256  
257 **DEADLINES:** TIME IS OF THE ESSENCE and all deadlines are final, except where modifications, changes, or  
258 extensions are made in writing and signed by all parties to this Agreement. All "calendar days" as used in this  
259 Agreement shall end at 12:00 midnight in Louisiana.

260  
261 **ADDITIONAL TERMS AND CONDITIONS:**

262 \_\_\_\_\_

263 \_\_\_\_\_

264 \_\_\_\_\_

265 \_\_\_\_\_

266 \_\_\_\_\_

267 \_\_\_\_\_

268 \_\_\_\_\_

269 \_\_\_\_\_

270  
271 **ROLES OF BROKERS AND DESIGNATED AGENTS:** Broker(s) and Designated Agent(s) have acted only as  
272 real estate brokers to bring the parties together and make no warranty to either party for performance or non  
273 performance of any part of this Agreement or for any warranty of any nature unless specifically set forth in writing.  
274 Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning Property  
275 measurements, square footage, room dimensions, lot size, Property lines or boundaries. Broker(s) and  
276 Designated Agent(s) make no representations as to suitability or to a particular use of the Property, and BUYER  
277 has or will independently investigate all conditions and characteristics of the Property which are important to  
278 BUYER. BUYER is not relying on the Broker(s) nor the Designated Agent(s) to choose a representative to inspect  
279 or re-inspect the Property; BUYER understands any representative desired by BUYER may perform this function.  
280 In the event Broker/Agent(s) provides names or sources for such advice or assistance, Broker/Agent(s) does not  
281 warrant the services of such experts or their products and cannot warrant the condition of Property or interest to  
282 be acquired, or guarantee that all defects are disclosed by SELLER(s). Broker/Agent(s) do not investigate the  
283 status of permits, zoning, code compliance or restrictive covenants. The Broker(s) and Designated Agent(s)  
284 specifically make no warranty whatsoever as to whether or not the Property is situated in or out of the  
285 Government's hundred year flood plan or is or would be classified as wetlands by the U.S. Army Corp. of  
286 Engineers, or as to the presence of wood destroying insects or damage therefrom. BUYER(s) are to satisfy  
287 themselves concerning these issues. Designated Agent shall be an independent contractor for Broker if the  
288 conditions as set forth in LA R.S. 37:1446(h) are met.

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

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



Property address, street, city, state zip

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

- 290  Contingency for Sale of Buyer's Other Property Addendum  \_\_\_\_\_
- 291  Condominium Addendum  \_\_\_\_\_
- 292  FHA Amendatory Clause  \_\_\_\_\_

293  
294 If any of the pre-printed portions of this Agreement vary or are in conflict with any additional or modified terms on  
295 blanks provided in this form or Addendum attached to this Agreement, the additional, modified or Addendum  
296 provisions control.

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

300  
301 **ACCEPTANCE:** Acceptance of this Agreement must be in writing. Notice of this acceptance may be  
302 communicated by facsimile transmission. The original of this document shall be delivered to the listing Broker's  
303 firm. This Agreement and any supplement addendum or modification relating hereto, including any photocopy,  
304 facsimile or electronic transmission thereof, may be executed in two or more counterparts, all of which shall  
305 constitute one and the same Agreement.

306  
307 **CONTRACT:** This is a legally binding contract when signed by both SELLER and BUYER. READ IT  
308 CAREFULLY. If you do not understand the effect of any part of this Agreement seek legal advice before signing  
309 this contract or attempting to enforce any obligation or remedy provided herein.

310  
311 **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties, and any other  
312 agreements not incorporated herein in writing are void and of no force and effect.

313  
314 **EXPIRATION OF OFFER:**

315 This offer is binding and irrevocable until \_\_\_\_\_ AM/PM/MIDNIGHT/NOON.

316  
317 **X** \_\_\_\_\_

318  Buyer's/  Seller's Signature \_\_\_\_\_ Date/Time \_\_\_\_\_

319 \_\_\_\_\_

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

321 \_\_\_\_\_

322 Street Address

323 \_\_\_\_\_

324 City, State, Zip

325 \_\_\_\_\_

326 Last 4-digits of SSN \_\_\_\_\_ Telephone Number.Cell \_\_\_\_\_

327 \_\_\_\_\_

328 Telephone Number.Home \_\_\_\_\_ Telephone Number.Work \_\_\_\_\_

329 \_\_\_\_\_

330 E-Mail Address

317 **X** \_\_\_\_\_

318  Buyer's/  Seller's Signature \_\_\_\_\_ Date/Time \_\_\_\_\_

319 \_\_\_\_\_

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

321 \_\_\_\_\_

322 Street Address

323 \_\_\_\_\_

324 City, State, Zip

325 \_\_\_\_\_

326 Last 4-digits of SSN \_\_\_\_\_ Telephone Number.Cell \_\_\_\_\_

327 \_\_\_\_\_

328 Telephone Number.Home \_\_\_\_\_ Telephone Number.Work \_\_\_\_\_

329 \_\_\_\_\_

330 E-Mail Address

331  
332 This offer was presented to the Seller/Buyer by \_\_\_\_\_ Day/ Date/ Time AM/PM MIDNIGHT/NOON

333  
334 This offer is:  **Accepted**  **Rejected** (without counter)  **Countered** (See Attached Counter) **by:**

335  
336 **X** \_\_\_\_\_

337  Buyer's/  Seller's Signature \_\_\_\_\_ Date/Time \_\_\_\_\_

338 \_\_\_\_\_

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

340 \_\_\_\_\_

341 Street Address

342 \_\_\_\_\_

343 City, State, Zip

344 \_\_\_\_\_

345 Last 4-digits of SSN \_\_\_\_\_ Telephone Number.Cell \_\_\_\_\_

346 \_\_\_\_\_

347 Telephone Number.Home \_\_\_\_\_ Telephone Number.Work \_\_\_\_\_

348 \_\_\_\_\_

349 E-Mail Address

336 **X** \_\_\_\_\_

337  Buyer's/  Seller's Signature \_\_\_\_\_ Date/Time \_\_\_\_\_

338 \_\_\_\_\_

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

340 \_\_\_\_\_

341 Street Address

342 \_\_\_\_\_

343 City, State, Zip

344 \_\_\_\_\_

345 Last 4-digits of SSN \_\_\_\_\_ Telephone Number.Cell \_\_\_\_\_

346 \_\_\_\_\_

347 Telephone Number.Home \_\_\_\_\_ Telephone Number.Work \_\_\_\_\_

348 \_\_\_\_\_

349 E-Mail Address

350  
351 This offer was presented to the Seller/Buyer by \_\_\_\_\_ Day/ Date/ Time AM/PM MIDNIGHT/NOON

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

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



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Property address, street, city, state zip

352 **PROPERTY AND FLOOD INSURANCE:** It is recommended that the BUYER make good faith application for  
353 property and flood insurance, if applicable, on the Property as soon as possible after acceptance of this offer.

354  
355 **PROPERTY DISCLOSURE DOCUMENT:**

356  
357  The SELLER'S completed property disclosure document dated \_\_\_\_\_ is  
358 attached to this offer. The property disclosure agreement is issued pursuant to LA R.S. 9:3196 *et seq.* and was  
359 completed in good faith to the best of the SELLER'S knowledge. This document sets forth the minimum  
360 disclosure requirements for sellers of residential real estate as to the condition of the Property. THIS DOCUMENT  
361 IS NOT TO BE CONSIDERED A WARRANTY BY THE SELLER, AND IT IS NOT TO BE USED AS A  
362 SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE BUYER MAY OBTAIN. Nothing in the  
363 document precludes the rights or duties of the BUYER to inspect the physical condition of the Property. The  
364 property disclosure document is not a part of this Agreement.

365  
366  The SELLER'S completed property disclosure document is **not** attached to this offer.

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

Page 7 of 7

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

