ting Firm			П	Selling Fi	rm		
Seller's Designated Agent		□ Dual Agent	Buyer's Designated Agent				
one Number	Office	Fax		Phone Nu	ımber	Office	Fax
ail Address				Email Add	dress		
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City		; Zip _		_; Parish _			
	tion) grounds measuring						
-	ord title; including a						
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ceiling fans, a	all air conditioning	or heating sy	stems including	window un	its, all bathro	oom mirrors, a	ll window
coverings, blin	nds and associated	d hardware, al	I shutters, all flo	oring, all c	arpeting, all	cabinet tops, a	ıll cabinet
knobs or hand	dles, all doors, all	door knobs or	handles, all win	dows, all r	oofing, all el	ectrical system	s, and all
-	ng fixtures, chande				•	•	
•	ned by the SELLE	•	•		•		•
_	uits of trees on the		•			-	
remain with the	e property, but are	not to be cons	idered as part of t	he Sale Pri	ce and have	no value:	
All items listed	herein are include	ed in the proper	tv sold no matter	how they a	re attached	or installed, pro	 vided that
	these items are		•	•		•	
	unless otherwise s						
referred to h	nerein as the "	Property.") Th	ne following ite	ms are e	excluded fro	m the Prope	erty sold:
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right to use the	ineral rights owner surface for any su	d by SELLER	y mineral rights, are to be reserve	they are	to be trans		warranty.
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EQUAL HOUSING OPPORTUNITY

	Property address, street, city, state, z	ip	
47	CONTINGENCY FOR SALE OF BU	YER'S OTHER PROPERTY:   Thi	s sale is contingent on the sale of other
48 49 50 51		perty by the BUYER nor is the loan r	dum shall apply. $\square$ This sale is not needed by the BUYER to obtain the Sale
52 53	☐ <b>ALL CASH SALE</b> : BUYER warrar	nts he has cash readily available to c	lose the sale of this Property.
54	☐ <b>FINANCED SALE:</b> This sale is co	nditioned upon the ability of BUYER	to borrow with this Property as security
55 56 57 58	Price by a mortgage loan or loans principal, amortized over a period of	at an initial interest rate not to exnot less than years, payable	or% of the Sale ceed% per annum, interest and in monthly installments or on any other tincrease the cost, fees or expenses to
59	SELLER. The loan shall be secure	ed by a $\square$ Fixed Rate Mortgage;	$\square$ Adjustable Rate Mortgage; $\square$ VA
60 61 62 63	by SELLER that are required by lend	er, if any, shall not exceed \$ ceed% of the loan am	☐ Bond Financing; ☐ Other. Fees paid BUYER agrees to nount. Other financing conditions:
64 65			
66			·
67 68 69 70 71	loan(s) under the terms set forth about which may be required to complete payment, closing costs, pre-paid item	ve. The BUYER acknowledges and the sale of the Property including, but is, and other expenses. BUYER agree	e right to provide all or part of mortgage warrants that he has available the funds out not limited to, the deposit, the down ees to make good faith application within Written proof from the lender that the
72	•	•	Final loan approval shall be obtained on
73			be in writing and shall be signed by all
74 75	•		SELLER'S Broker or Designated Agent,
75 76	written verification of the loan applica	tion and final loan approval.	
77	PRORATION/OTHER COSTS: Rea	l estate taxes, flood insurance pre	mium if assumed, rents, assessments,
78			mers associations and the like for the
79 80	· ·		of Sale costs, title insurance and other
80 81	•	•	erwise stated herein. All necessary tax, R closing fees, if any, shall be paid by
82			minium dues, assessments and/or dues
83		•	bearing against the Property prior to Act
84 85	of Sale, other than those to be assum	ned by written agreement as of the c	late of the Act of Sale, are to be paid by
86	Ocher.		
87	APPRAISAL: ☐ This sale is NOT c	onditioned on appraisal. $\square$ This sal	e IS conditioned on the appraisal of the
88 89 90 91	Sale Price, the BUYER shall pay the than the Sale Price, BUYER shall in BUYER'S request for SELLER to red	Sale Price agreed upon prior to the mmediately provide written notification uce the Sale Price. Within	Property is equal to or greater than the appraisal. If the appraised value is less on to SELLER of appraised value and() calendar
92 93 94 95		to the appraisal or to void this Agre	value, BUYER shall have the option to ement unless SELLER agrees in writing w Sale Price.
96	· · · · · · · · · · · · · · · · · · ·	•	ELLER and BUYER shall be bound by
97 98			nt will deliver immediately upon notice of
99			or%
	•		e \$
100 101			e \$
102 103 104 105 106	Failure to deliver the Deposit shall be must be held in accordance with the ror savings and loan institution without	e considered a default of this Agreem rules of the Louisiana Real Estate Co at responsibility on the part of the Bro	nent. If the Deposit is held by a Broker, it ommission in a federally insured banking oker in the case of failure or suspension of date specified herein, and/or a dispute
	BUYER'S Initials	Page 2 of 6	SELLER'S Initials
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Property address, street, city, state, zip

arises as to ownership of, or entitlement to, the Deposit or funds held in escrow, the Broker shall abide by the Rules and Regulations set forth by the Louisiana Real Estate Commission.

Rules and Regulations set forth by the Louisiana Real Estate Commission.
 RETURN OF DEPOSIT: The Deposit shall be returned to the BUYER and this Agreement declared null and void

- without demand in consequence of the following events:
- 1) If this Agreement is declared null and void by BUYER during the inspection period as set forth in lines 152 through 167 of this Agreement;
  2) If this Agreement is subject to BUYER'S ability to obtain a loan and the loan cannot be obtained, except as
- stated in lines 67 through 75 of this Agreement but only if the BUYER has made timely application for the loan and made good faith efforts to obtain the loan;
- 3) 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 Price as set forth in lines 87 through 94 of this Agreement;
- 4) If the BUYER timely terminates the Agreement after having received the leases or assessments, as set forth in lines 124 through 128 of this Agreement;
  - 5) If the SELLER is unable to timely deliver to the BUYER an approved sewerage and/or water inspection report as set forth in lines 168 through 174.

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

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

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

There is no new home construction addendum.

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

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

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

Should SELLER in the SELLER'S Response refuse to remedy any or all of the deficiencies listed by the BUYER, then BUYER shall have seventy-two (72) hours from the date of SELLER's Response or seventy-two (72) hours from the date that SELLER's Response was due, whichever is earlier, to: (a) accept SELLER'S Response to BUYER'S written requests or (b) accept the Property in its current condition, or (c) to elect to terminate this Agreement. BUYER'S response shall be in writing. Upon BUYER'S failure to respond to the SELLER's Response by the time specified or BUYER'S electing, in writing, to terminate this Agreement, the Agreement shall be automatically, with no further action required by either party, ipso facto null and void except for return of Deposit to the BUYER. FAILURE TO MAKE INSPECTIONS OR TO GIVE WRITTEN NOTICE OF DEFICIENCIES AND DESIRED REMEDIES TO SELLER (OR SELLER'S DESIGNATED AGENT) AS SET FORTH IN LINES 141 THROUGH 155 WITHIN THE INSPECTION PERIOD SHALL BE DEEMED AS ACCEPTANCE BY BUYER OF THE PROPERTY'S CURRENT CONDITION.

PRIVATE WATER/SEWERAGE: In the event there is a private water system or private sewerage system on

BUYER'S Initials \_\_\_\_\_ Page 3 of 6 SELLER'S Initials \_\_\_\_\_



Property address, street, city, state, zip 169 the Property, the SELLER shall provide, at SELLER's expense, approval of the private water or sewerage 170 system, in accordance with the appropriate governmental entity. An approved sewerage and/or water 171 inspection report will be issued within thirty (30) days prior to the Act of Sale by the appropriate 172 governmental agency. The approved inspection and test on the water and/or sewerage system are to be 173 furnished and paid for by the SELLER. Any private water system or private sewerage system repairs 174 necessary to obtain approved inspection certificate will be paid by SELLER. 175 176 **HOME SERVICE/WARRANTY:** A home service/warranty plan  $\square$  will  $\square$  will not be purchased at the closing of sale at a cost not to exceed \$\_\_\_ to be paid by  $\ \square$  BUYER  $\ \square$  SELLER  $\ \square$  Neither and 177 \_\_\_\_\_. It is understood that Agent/Broker may receive compensation 178 ordered by 179 from the home warranty company for actual services performed. The home service warranty plan does not 180 warrant pre-existing defects and options, and does not supersede or replace any other inspection clause or 181 responsibilities. If neither BUYER nor SELLER accepts the home service warranty plan, they declare that they 182 have been made 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 to their rejection of such a plan. 183 184 WARRANTY OR AS IS CLAUSE WITH WAIVER OF RIGHT OF REDHIBITION: (CHECK ONE ONLY) 185 A. SALE WITH WARRANTIES: SELLER and BUYER acknowledge that this sale shall be with full SELLER 186 warranties as to any claims or causes of action including but not limited to redhibition pursuant to Louisiana Civil 187 Code Article 2520, et seq. and Article 2541, et seq. 188 189 ☐ B. SALE "AS IS" WITHOUT WARRANTIES: SELLER and BUYER hereby acknowledge and recognize that the 190 Property being sold and purchased is to be transferred in "as is" condition and further BUYER does hereby waive, 191 relieve and release SELLER from any claims or causes of action for redhibition pursuant to Louisiana Civil Code 192 Article 2520, et seq. and Article 2541, et seq. or for reduction of Sale Price pursuant to Louisiana Civil Code 193 Article 2541, et seq. Additionally, BUYER acknowledges that this sale is made without warranty of fitness for 194 ordinary or particular use pursuant to Louisiana Civil Code Article 2524. SELLER and BUYER agree that this 195 clause shall be made a part of the Act of Sale. 196 197 ☐ C. NEW HOME WARRANTIES. Notwithstanding lines 185 through 195 and irrespective of whether A or B 198 above is checked, if the Property is a new construction, the parties agree that neither A or B will apply but instead 199 the provisions of the New Home Warranty Act (LA R.S. 9:3141 et seq.) shall apply. The warranty of condition of 200 this Property is governed by the New Home Warranty Act if a home on the Property is a "home" as defined in the 201 New Home Warranty Act. 202 MERCHANTABLE TITLE/CURATIVE WORK: SELLER shall deliver to BUYER a merchantable title at SELLER's 203 204 costs (see lines 207 through 209). In the event curative work in connection with the title to the Property is required 205 or is a requirement for obtaining the loan(s) upon which this Agreement is conditioned, the parties agree to and do 206 extend the date for passing the Act of Sale to a date not more than \_ 207 calendar days from the date of the Act of Sale stated herein. SELLER's title shall be merchantable and free of all 208 liens and encumbrances except those that can be satisfied at Act of Sale. All costs and fees required to make title 209 merchantable shall be paid by SELLER. SELLER shall make good faith efforts to deliver merchantable title. 210 SELLER's inability to deliver merchantable title within the time stipulated herein shall render this Agreement null 211 and void, reserving unto BUYER the right to demand the return of the Deposit and to recover from SELLER actual 212 costs incurred in processing of sale as well as legal fees incurred by BUYER. 213 FINAL WALK THROUGH: BUYER shall have the right to re-inspect the Property within five (5) days prior to the 214 215 Act of Sale, or occupancy, whichever will occur first in order to determine if the Property is in the same or better 216 condition as it was at the initial inspection(s) and to insure all agreed upon repairs have been completed. SELLER 217 agrees to provide utilities for the final walk through and immediate access to the Property. 218 219 **DEFAULT OF AGREEMENT BY SELLER:** In the event of any other default of this Agreement by SELLER except as set forth in lines 110 through 122 or lines 209 through 212, BUYER shall at BUYER'S option have the right to 220 declare this Agreement null and void with no further demand, or to demand and/or sue for any of the following: 221 1) Termination of this Agreement; 2) Specific performance; 3) Termination of this Agreement and an amount 222 223 equal to 10% of the Sale Price as stipulated damages. 224 225 Further, BUYER shall be entitled to the return of the Deposit. The prevailing party to any litigation brought to enforce any provision of this Agreement shall be awarded their attorney fees and costs. The SELLER may also be 226 227 liable for Broker fees. BUYER'S Initials \_\_\_\_ Page 4 of 6 SELLER'S Initials



Property address, street, city, state, zip

DEFAULT OF AGREEMENT BY BUYER: In the event of any other default of this Agreement by BUYER except
as set forth in lines 103 through 122, SELLER shall have at SELLER's option the right to declare this Agreement
null and void with no further demand, or to demand and sue for any of the following:
1) Termination of this Agreement; 2) Specific performance; 3) Termination of this Agreement and an amount
equal to 10% of the Sale Price as stipulated damages.

Further, SELLER shall be entitled to retain the Deposit. The prevailing party to any litigation brought to enforce

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

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

**OFFENDER NOTIFICATION:** The Louisiana State Police maintains the State Sex Offender and Child Predator Registry through the Louisiana Bureau of Criminal Identification and Information. It is a public access database of the locations of individuals who are required to register 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 serving jurisdictions of 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0551 or 1-225-925-6100. Send written inquiries to Post Office Box 66614, Box A-6, Baton Rouge, Louisiana 70896.

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

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

ADDITIONAL TERM	IS AND CONDITION	IS:		

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

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285	LIST ADDENDA TO BE ATTACHED AND MADE A PART OF	THIS AGREEMENT:
286	☐ Contingency for Sale of Buyer's Other Property Addendum	
287	☐ Condominium Addendum	
288	☐ FHA Amendatory Clause	
289	☐ New Construction Addendum	

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EQUALISMS STATEMENT

SELLER'S Initials

BUYER'S Initials \_

Property address, street, city, state, zip

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 or Addendum attached to this Agreement, the additional, modified or Addendum provisions control.

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

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

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

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

			AM/PM/MIDNIGHT/N
X		X	
☐ Buyer's/ ☐ Seller's Signature		☐ Buyer's/ ☐ Seller's Signatur	
Print Buyer's/Seller's Full Name (F	First, Middle, Last)	Print Buyer's/Seller's Full Name	(First, Middle, Last)
Street Address		Street Address	
City, State, Zip		City, State, Zip	
Last 4-digits of SSN	Telephone Number.Cell	Last 4-digits of SSN	Telephone Number.C
Telephone Number.Home	Telephone Number.Work	Telephone Number.Home	Telephone Number.V
E-Mail Address		E-Mail Address	
This offer was presented to the Se	eller/Buyer by	Day/ Date/	Time AM/PM MIDNIGHT/N
		•	
•	☐ <b>Rejected</b> (without counter)	)  ☐ Countered (See Attached)	Counter) by:
•	Rejected (without counter)	)□ <b>Countered</b> (See Attached	Counter) <b>by:</b>
x	□ <b>Rejected</b> (without counter)   Date/Time	)□ <b>Countered</b> (See Attached	Counter) <b>by:</b> e Date/Ti
X Buyer's/ Seller's Signature	□ <b>Rejected</b> (without counter)   Date/Time	Countered (See Attached  X  Buyer's/ Seller's Signatur	Counter) <b>by:</b> e Date/Ti
X Buyer's/ ☐ Seller's Signature  Print Buyer's/Seller's Full Name (F	□ <b>Rejected</b> (without counter)   Date/Time	Countered (See Attached  X  Buyer's/ Seller's Signatur  Print Buyer's/Seller's Full Name	Counter) <b>by:</b> e Date/Ti
X Buyer's/ Seller's Signature  Print Buyer's/Seller's Full Name (F  Street Address	□ <b>Rejected</b> (without counter)   Date/Time	Countered (See Attached  X  Buyer's/ Seller's Signatur  Print Buyer's/Seller's Full Name  Street Address	Counter) <b>by:</b> e Date/Ti  (First, Middle, Last)
X Buyer's/ Seller's Signature  Print Buyer's/Seller's Full Name (F  Street Address  City, State, Zip	Rejected (without counter)  Date/Time  First, Middle, Last)	Countered (See Attached  X  Buyer's/ Seller's Signatur  Print Buyer's/Seller's Full Name  Street Address  City, State, Zip	Counter) <b>by:</b> e Date/Ti

This counter offer was presented to the Seller/Buyer by

Day/ Date/ Time AM/PM MIDNIGHT/NOON

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