

# LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL

PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP) DATE

Listing Firm

Selling Firm

Seller's Designated Agent Name & License Number  
("Seller's agent")  Dual Agent

Buyer's Designated Agent Name & License Number  
("Buyer's agent")

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 Designated Agent Receiving Agreement      Day \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_  AM  PM

Agreement Transmitted by  electronic \_\_\_\_\_  hand delivery  other \_\_\_\_\_

Signature of Designated Agent Receiving Agreement      Day \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_  AM  PM

Comments \_\_\_\_\_

### Electronic Notice Authorization

The BUYER 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 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 SELLER authorizes the Buyer's agent to electronically deliver notices and other 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 \_\_\_\_\_

6 \_\_\_\_\_ on lands and

7 grounds measuring approximately (# \_\_\_\_\_) or as per record title; including all buildings,

8 structures, component parts, and all installed, built-in permanently attached improvements, together with all

9 fences, security systems, all installed speakers or installed sound systems, all landscaping, all outside TV antennas,

10 all satellite dishes, all installed and/or built-in appliances, all ceiling fans, all air conditioning or heating systems

11 including window units, all bathroom mirrors, all window coverings included but not limited to blinds, drapes,

12 curtains, window shades, window coverings, all associated window covering hardware, all shutters, all flooring,

13 all carpeting, all cabinet tops, all cabinet knobs or handles, all doors, all door knobs or handles, all doorbells, all

14 windows, all roofing, all electrical systems, all installed security systems, installed generators, attached television

15 mounts, gas logs, and all installed lighting fixtures, chandeliers and associated hardware, other constructions

16 permanently attached to the ground. If owned by the SELLER prior to date of this Agreement, standing timber,

17 unharvested crops, and ungathered fruits of trees on the property shall be conveyed to the BUYER. The following

18 movable items shall remain with the property; be transferred without any warranty; be deemed to have no value;

19 and, shall not be considered as part of the Sale Price:

20 \_\_\_\_\_

21 \_\_\_\_\_

22 \_\_\_\_\_

23 \_\_\_\_\_

24 \_\_\_\_\_

25 \_\_\_\_\_

26 \_\_\_\_\_

27 \_\_\_\_\_

28 All items listed herein are included in the property sold no matter how they are attached or installed, provided

29 that any or all of these items are in place at the time of signing this Agreement to Buy or Sell (the "Agreement"),

30 unless otherwise stated herein. (All of the above contained in lines 2 through 26 are collectively referred to herein

31 as the "Property.") The following items are excluded from the Property sold:

32 \_\_\_\_\_

33 \_\_\_\_\_

34 \_\_\_\_\_

35 \_\_\_\_\_

36 \_\_\_\_\_

37 \_\_\_\_\_

38 **MINERAL RIGHTS:** If the SELLER transfers any mineral rights, they are to be transferred without warranty.

39 \_\_\_\_\_ (\_\_\_\_%) of the mineral rights owned by the

40 SELLER are to be reserved and retained by the SELLER. The SELLER shall waive any right to use the surface for

41 any such reserved and retained mineral activity or use.

42 \_\_\_\_\_

43 **PRICE:** The Property will be sold and purchased subject to title and zoning restrictions, servitudes of record, and

44 law or ordinances affecting the Property for the sum of \_\_\_\_\_

45 \_\_\_\_\_ (\$ \_\_\_\_\_) (the "Sale Price").

46 \_\_\_\_\_

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

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

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

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

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

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

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

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



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

51  
52 **OCCUPANCY:** Occupancy/possession and transfer of keys/access is to be granted at Act of Sale unless otherwise  
53 mutually agreed upon in writing.

54  
55 **CONTINGENCY FOR SALE OF BUYER'S OTHER PROPERTY:**

56  This sale is contingent on the sale of other property by the BUYER and the contingency language found either  
57 in lines 359-368 or the attached addendum shall apply.

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

60  
61 **FINANCING:**

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

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

- 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 \_\_\_\_\_  
77 (\_\_\_\_) % of the loan amount. 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  
83 complete the sale of the Property, including but not limited to the deposit, the down payment, closing costs, pre-  
84 paid items, and other expenses. If this sale is a Financed Sale, BUYER acknowledges that any terms and conditions  
85 imposed by the BUYER'S lender(s) or by the Consumer Financial Protection Bureau shall not affect or extend the  
86 BUYER'S obligation to execute the Act of Sale or otherwise affect any terms or conditions of this Agreement  
87 except as otherwise set forth herein. The BUYER shall supply the SELLER written documentation from a lender  
88 that a loan application has been made and the BUYER has given written authorization to lender to proceed with  
89 the loan approval process within \_\_\_\_\_ (#\_\_\_\_) calendar days after the date of acceptance  
90 of this offer by both parties. If the BUYER fails to make loan application, and to supply SELLER with written  
91 documentation of that application and BUYER'S written authorization for lender to proceed with loan process  
92 within this period, the SELLER may, at the SELLER'S option, elect, in writing, to terminate the Agreement and

BUYER'S Initials: \_\_\_\_\_ BUYER'S Initials: \_\_\_\_\_ SELLER'S Initials: \_\_\_\_\_ SELLER'S Initials: \_\_\_\_\_  
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93 declare the Agreement null and void, by giving the BUYER written notice of the SELLER’S termination. If the  
94 BUYER is not able to secure financing, the SELLER reserves the right to provide all or part of mortgage loan(s)  
95 under the terms set forth above.  
96

97 **PRORATIONS, SPECIAL ASSESSMENTS, AND OTHER COSTS:** Real estate taxes, flood insurance premiums if  
98 assumed, rents, condominium dues, special assessments, homeowners’ associations dues, and/or substantially  
99 similar dues or other costs for the current year shall be prorated through the date of the Act of Sale. Act of Sale  
100 costs, abstracting costs, title search, title insurance, and other costs required to obtain financing shall be paid by  
101 the BUYER, unless otherwise expressly provided for by the parties pursuant to a written agreement.  
102

103 All necessary tax, mortgage, conveyance, release certificates or cancellations, and the SELLER closing fees, if any,  
104 shall be paid by the SELLER. On or before the date of the Act of Sale, the SELLER shall also pay all previous years’  
105 taxes, special assessments, condominium dues, homeowners’ associations dues, and/or substantially similar dues  
106 or other costs, which were incurred or bear against the Property prior to the Act of Sale, unless otherwise  
107 expressly provided for by the parties pursuant to a written agreement.  
108

109 For this Agreement, “special assessment” includes but is not limited to any assessment levied against the Property  
110 for payment of local improvement costs by state or local governmental authorities, political subdivisions, quasi-  
111 public bodies, or other public or private entities pursuant to agreement, contract, or law.  
112

113 **APPRAISAL:**  This sale is NOT conditioned on appraisal.  This sale IS conditioned on the appraisal of the  
114 Property being not less than the Sale Price. The SELLER agrees to provide the utilities and access for appraisals. If  
115 the appraised value of the Property is equal to or greater than the Sale Price, the BUYER shall pay the Sale Price  
116 agreed upon prior to the appraisal. If the appraised value is less than the Sale Price, the BUYER shall provide the  
117 SELLER with a copy of the appraisal within \_\_\_\_\_ (# \_\_\_\_\_) calendar days of receipt of  
118 same, along with the BUYER’S written request for the SELLER to reduce the Sale Price. Within  
119 \_\_\_\_\_ (# \_\_\_\_\_) calendar days after the SELLER’S receipt of such written documentation  
120 of the appraised value, the BUYER shall have the option to pay the Sale Price agreed upon prior to the appraisal  
121 or to void this Agreement unless the SELLER agrees in writing to reduce the Sale Price to the appraised value or  
122 all parties agree to a new Sale Price.  
123

124 **DEPOSIT:** Upon acceptance of this offer, or any attached counteroffer, the SELLER and the BUYER shall be bound  
125 by all terms and conditions of this Agreement, and the BUYER or the BUYER’S agent shall deliver **within 72 hours**,  
126 upon notice of acceptance of the offer, the BUYER’S deposit (the “Deposit”) in the amount of  
127 \_\_\_\_\_ (\$ \_\_\_\_\_) or \_\_\_\_\_ ( \_\_\_\_\_%) of the Sale Price to be paid in  
128 the form of:

- 129  Cash \_\_\_\_\_ (\$ \_\_\_\_\_)  Certified Funds \_\_\_\_\_ (\$ \_\_\_\_\_)
- 130  Check \_\_\_\_\_ (\$ \_\_\_\_\_)  Electronic Transfer \_\_\_\_\_ (\$ \_\_\_\_\_)
- 131  No Deposit

132  
133 The Deposit shall be held by  Listing Broker  Selling Broker  Other \_\_\_\_\_  
134

135 **DEPOSIT HELD BY THIRD PARTY:** Louisiana Administrative Code Title 46, Part LXVII Section 2717 requires that  
136 funds received in a real estate sales transaction shall be deposited in the appropriate sales escrow checking  
137 account, rental trust checking account or security deposit trust checking account of the listing or managing  
138 broker (“Broker”) unless all parties having an interest in the funds have agreed otherwise in writing. I agree to  
139 have the Deposit related to this transaction to be held by a third party and not in a sales escrow account  
140 maintained by the Broker. I understand that the Louisiana Real Estate Commission may not have jurisdiction

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141 **over those third parties holding the funds. I acknowledge the Broker is not legally required to disburse a**  
142 **security deposit in accordance with LAC 46:LXVII.2901 when a third party holds the Deposit.**  
143

144 Failure to deliver the Deposit shall be considered a default of this Agreement. If the Deposit is held by a Broker,  
145 it must be held in accordance with the rules of the Louisiana Real Estate Commission in a federally insured banking  
146 or savings and loan institution without responsibility on the part of the Broker in the case of failure or suspension  
147 of such institution. If the parties fail to execute an Act of Sale by date specified herein, and/or a dispute arises as  
148 to ownership of, or entitlement to, the Deposit or funds held in escrow, the Broker shall abide by the Rules and  
149 Regulations set forth by the Louisiana Real Estate Commission.  
150

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

- 153 1) If this Agreement is declared null and void by the BUYER pursuant to the Due Diligence and the Inspection  
154 Period as set forth in lines 198 through 253 of this Agreement;
- 155 2) If this Agreement is subject to the BUYER’S ability to obtain a loan and the loan cannot be obtained, except  
156 as stated in lines 90 through 95 of this Agreement, but only if the BUYER has made good faith efforts to  
157 obtain the loan;
- 158 3) If the SELLER declares the Agreement null and void for failure of BUYER to comply with written document  
159 requirements as set forth in lines 90 through 95 of this Agreement;
- 160 4) If the BUYER conditions the Sale Price on an appraisal is less than the Sale Price and the SELLER will not  
161 reduce the Sale Price as set forth in lines 113 through 122 of this Agreement;
- 162 5) If the BUYER timely terminates the Agreement after having received the leases or assessments, as set forth  
163 in lines 171 through 175 of this Agreement;
- 164 6) If the SELLER is unable to timely deliver to the BUYER an approved sewerage and/or water inspection report  
165 as set forth in lines 255 through 267 of this Agreement;
- 166 7) If the SELLER chooses not to repair or replace the sewer system(s) servicing the Property as per the  
167 SEPTIC/WATER WELL ADDENDUM, and the BUYER terminated the agreement as a result thereof.
- 168 8) If the SELLER chooses not to repair or replace the private water well system(s) as per the SEPTIC/WATER  
169 WELL ADDENDUM, and the BUYER terminates the agreement as a result thereof.  
170

171 **LEASES:** The sale is conditioned upon the BUYER’S receipt of a copy of all written leases, excluding mineral leases,  
172 from the SELLER **within five (5) calendar days** of acceptance of the Agreement. The BUYER shall have **five (5)**  
173 **calendar days** after receipt of the aforementioned documents to notify the SELLER whether they are acceptable  
174 to the BUYER. Security deposits, keys/access, and leases are to be transferred to the BUYER at or before the Act  
175 of Sale.  
176

177 **PROPERTY CONDITION:** THE BUYER ACKNOWLEDGES THAT THE SALE PRICE OF THE PROPERTY WAS NEGOTIATED  
178 BASED UPON THE PROPERTY’S APPARENT CURRENT CONDITION; ACCORDINGLY, THE SELLER IS NOT OBLIGATED  
179 TO MAKE REPAIRS TO THE PROPERTY, INCLUDING REPAIRS REQUIRED BY THE LENDER UNLESS OTHERWISE STATED  
180 HEREIN. THE SELLER IS RESPONSIBLE FOR MAINTAINING THE PROPERTY IN SUBSTANTIALLY THE SAME OR BETTER  
181 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**  
185 **(hereinafter “DDI Period”) commencing on the first day after acceptance of this Agreement and expiring**  
186 **\_\_\_\_\_ (#\_\_\_\_\_ ) calendar days after commencement OR upon**  
187 **the date and time the BUYER’S Request to the SELLER is received as set forth in lines 220 through 221,**  
188 **whichever is earlier.** The SELLER agrees to provide the utilities for any due diligence and inspections and

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189 immediate access to the Property. The due diligence and inspection period will be extended by the same number  
 190 of days that the BUYER is not granted immediate access to the Property or all utilities are not provided by the  
 191 SELLER.  
 192

193 **Effect of BUYER’S Failure to Timely Provide Written Termination or BUYER’S Request:** Failure of the BUYER to  
 194 timely provide written notice of termination or a written BUYER’S Request as described in lines 208 through 253  
 195 below prior to the expiration of the DDI Period shall be deemed as acceptance by the BUYER of the Property’s  
 196 current condition.  
 197

198 **DDI Period Activities:** During the inspection and due diligence period the BUYER may, at the BUYER’S expense,  
 199 have any inspections made by experts or others of his choosing. Such physical inspections may include but are  
 200 not limited to surveys, inspections for termites and other wood destroying insects, and/or damage from same,  
 201 molds, and fungi hazards, and analysis of synthetic stucco, drywall, appliances, structures, foundations, roof,  
 202 heating, cooling, electrical, plumbing systems, utility and sewer, including but not limited to septic tanks and  
 203 pump grinder systems availability and condition, out-buildings, and square footage. Other due diligence by the  
 204 BUYER may include but is not limited to investigation into the Property’s school district, insurability, flood zone  
 205 classifications, current zoning and/or subdivision restrictive covenants and any items addressed in the SELLER’S  
 206 Property Disclosure Document. All testing shall be nondestructive testing.  
 207

208 **BUYER’S OPTIONS PRIOR TO THE EXPIRATION OF THE DDI PERIOD:** If the BUYER is not satisfied with the  
 209 condition of the Property or the results of the BUYER’S due diligence or investigations, the BUYER may choose  
 210 one of the following options prior to the expiration of the DDI Period:  
 211

212 **OPTION 1:**

213 A. The BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void.  
 214

215 **Effect of the BUYER’S Termination of the Agreement pursuant to Option 1:** If the BUYER elects to terminate this  
 216 Agreement in writing, the Agreement shall be automatically ipso facto null and void with no further action  
 217 required by either party except for return of Deposit to the BUYER.  
 218

219 **OPTION 2:**

220 A. The BUYER may present a single, signed, and complete written list to the Seller of the deficiencies and desired  
 221 remedies (“BUYER’S Request”).  
 222

223 B. If the BUYER selects Option 2, the following process shall apply:

224 1. (a) **SELLER’S Response to BUYER’S Request:** If provided a BUYER’S REQUEST, the SELLER shall respond  
 225 in writing as to the SELLER’S willingness to or refusal to remedy any deficiencies identified in the BUYER’S  
 226 Request. Seller’s signed, written response shall be provided to the BUYER **within 72 hours** of receipt of the  
 227 BUYER’S Request (“SELLER’S Response”).

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

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

233 (c) **Effect of the BUYER’S Failure to Timely Respond to SELLER’S Failure to Timely Respond:** If the  
 234 BUYER fails to provide this notice (lines 228 through 232) in writing within the required time frame, the  
 235 Agreement shall be automatically, with no further action required by either party, ipso facto null and void  
 236 except for return of Deposit to the BUYER.

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

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

247 (b) **Effect of BUYER'S Failure to Timely Respond to SELLER'S Response:** If the BUYER fails to respond  
248 to the SELLER'S Response within the time specified, then the Agreement shall be automatically, with no  
249 further action required by either party, ipso facto null and void except for return of Deposit to the BUYER.  
250

251 Upon receipt of the written BUYER'S Response to the SELLER'S Response, the SELLER shall not be required to  
252 remedy any additional deficiencies requested by the BUYER unless the parties enter into an additional  
253 agreement in writing.  
254

255 **PRIVATE WATER/SEWERAGE:**

256  
257  There is/are \_\_\_\_\_ (# \_\_\_\_\_) private water system(s) servicing only the primary residence, and  
258 the attached private Septic/Water Addendum inspections shall include only the system(s) supplying service to  
259 the primary residence.  
260

261  There is/are \_\_\_\_\_ (# \_\_\_\_\_) private septic/treatment system(s) servicing only the primary  
262 residence and the attached private Septic/Water Addendum inspections shall include only those systems  
263 supplying service to the primary residence.  
264

265  There is NO private septic/treatment system(s) servicing only the primary residence.  
266

267  There is NO private water system(s) servicing only the primary residence.  
268

269 **HOME SERVICE/WARRANTY:**

270  
271 A home service/warranty plan  will /  will not be purchased at the closing of sale at a cost not to exceed  
272 \_\_\_\_\_ (\$ \_\_\_\_\_) to be paid by  the  
273 BUYER /  the SELLER.  
274

275 Home Service Warranty will be ordered by \_\_\_\_\_.  
276 The home service warranty plan does not warrant pre-existing defects and options, and does not supersede or  
277 replace any other inspection clause or responsibilities. If neither the BUYER nor the SELLER accepts the home  
278 service warranty plan, they declare that they have been made aware of the existence of such a plan, and further  
279 declare that they hold the Broker and Agents harmless from any responsibility or liability due to their rejection  
280 of such a plan.

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

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

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

292  C. NEW HOME WARRANTIES: Notwithstanding lines 282 through 291 and irrespective of whether A or B above  
293 is checked, if the Property is a new construction, the parties agree that neither A or B will apply but instead the  
294 provisions of the New Home Warranty Act (LA R.S. 9:3141 *et seq.*) shall apply. The warranty of condition of this  
295 Property is governed by the New Home Warranty Act if a home on the Property is a "home" as defined in the  
296 New Home Warranty Act.  
297

298 **MERCHANTABLE TITLE/CURATIVE WORK:** The SELLER shall deliver to the BUYER a merchantable title at the  
299 SELLER'S costs (see lines 97 through 111). If curative work in connection with the title to the Property is required  
300 or is a requirement for obtaining the loan(s) upon which this Agreement is conditioned, the parties agree to and  
301 do extend the date for passing the Act of Sale to a date not more than \_\_\_\_\_ (# \_\_\_\_\_)  
302 calendar days from the date of the Act of Sale stated herein. The SELLER'S title shall be merchantable and free of  
303 all liens and encumbrances except those that can be satisfied at Act of Sale. All costs and fees required to make  
304 title merchantable shall be paid by the SELLER. The SELLER shall make good faith efforts to deliver merchantable  
305 title. The SELLER'S inability to deliver merchantable title within the time stipulated herein shall render this  
306 Agreement null and void, reserving unto the BUYER the right to demand the return of the Deposit and to recover  
307 from the SELLER actual costs incurred in processing of sale as well as legal fees incurred by the BUYER.  
308

309 **FINAL WALK THROUGH:** The BUYER shall have the right to re-inspect the Property **within five (5) calendar days**  
310 prior to the Act of Sale, or occupancy, whichever will occur first in order to determine if the Property is in the  
311 same or better condition as it was at the initial inspection(s) and to insure all agreed upon repairs have been  
312 completed. The SELLER agrees to provide utilities for the final walk through and immediate access to the Property.  
313

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

- 317 1) Termination of this Agreement
- 318 2) Specific performance
- 319 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.  
320

321 Further, the BUYER shall be entitled to the return of the Deposit. The prevailing party to any litigation brought to  
322 enforce any provision of this Agreement shall be awarded their attorney fees and costs. The SELLER may also be  
323 liable for Broker fees.  
324

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

- 328 1) Termination of this Agreement

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





329 2) Specific performance  
 330 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.  
 331 Further, the SELLER shall be entitled to retain the Deposit. The prevailing party to any litigation brought to  
 332 enforce any provision of this Agreement shall be awarded their attorney fees and costs. The BUYER may also be  
 333 liable for Broker fees.  
 334

335 **MOLD RELATED HAZARDS NOTICE:** An informational pamphlet regarding common mold related hazards that can  
 336 affect real property is available at the EPA website [https://www.epa.gov/sites/default/files/2016-](https://www.epa.gov/sites/default/files/2016-10/documents/moldguide12.pdf)  
 337 [10/documents/moldguide12.pdf](https://www.epa.gov/sites/default/files/2016-10/documents/moldguide12.pdf). By initialing this page of the Agreement, the BUYER acknowledges that the real  
 338 estate agent has provided the BUYER with the EPA website enabling the BUYER to obtain information regarding  
 339 common mold related hazards.  
 340

341 **OFFENDER NOTIFICATION:** The Louisiana State Police maintains the State Sex Offender and Child Predator  
 342 Registry through the Louisiana Bureau of Criminal Identification and Information. It is a public access database  
 343 of the locations of individuals who are required to register pursuant to LA R.S. 15:540 *et seq.* The website for the  
 344 database is <http://www.lsp.org/socpr/default.html>. Sheriff and police departments serving jurisdictions of  
 345 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0551. Send written  
 346 inquiries to Post Office Box 66614, Box A-6, Baton Rouge, Louisiana 70896.  
 347

348 **FLOOD HAZARD INFORMATION:** An informational website regarding flood hazards that can affect real property  
 349 is available at the FEMA website <https://msc.fema.gov/portal>.  
 350

351 **CHOICE OF LAW:** This Agreement shall be governed by and shall be interpreted in accordance with the laws of  
 352 the State of Louisiana.  
 353

354 **DEADLINES:** TIME IS OF THE ESSENCE and all deadlines are final, except where modifications, changes, or  
 355 extensions are made in writing and signed by all parties to this Agreement. All "calendar days" as used in this  
 356 Agreement or as are put forth in this Agreement shall end at 11:59 p.m. in Louisiana.  
 357

358 **ADDITIONAL TERMS AND CONDITIONS:**  
 359 \_\_\_\_\_  
 360 \_\_\_\_\_  
 361 \_\_\_\_\_  
 362 \_\_\_\_\_  
 363 \_\_\_\_\_  
 364 \_\_\_\_\_  
 365 \_\_\_\_\_  
 366 \_\_\_\_\_  
 367 \_\_\_\_\_  
 368 \_\_\_\_\_  
 369 \_\_\_\_\_

370 **ROLES OF BROKERS AND DESIGNATED AGENTS:** Broker(s) and Designated Agent(s) have acted only as real estate  
 371 brokers to bring the parties together and make no warranty to either party for performance or non-performance  
 372 of any part of this Agreement or for any warranty of any nature unless specifically set forth in writing.  
 373

374 Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning Property  
 375 measurements, square footage, room dimensions, lot size, Property lines or boundaries. Broker(s) and  
 376 Designated Agent(s) make no representations as to suitability or to a particular use of the Property, and the  
 377 BUYER has or will independently investigate all conditions and characteristics of the Property which are  
 378 important to the BUYER. The BUYER is not relying on the Broker or the Designated Agent(s) to choose a

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



379 representative to inspect or re-inspect the Property; the BUYER understands any representative desired by the
380 BUYER may perform this function. If Broker/Agent(s) provides names or sources for such advice or assistance,
381 Broker/Agent(s) does not warrant the services of such experts or their products and cannot warrant the condition
382 of Property or interest to be acquired or guarantee that all defects are disclosed by the SELLER(S).
383 Broker/Agent(s) do not investigate the status of permits, zoning, code compliance, restrictive covenants, or
384 insurability. The Broker(s) and Designated Agent(s) specifically make no warranty whatsoever as to whether the
385 Property is situated in or out of the Government's hundred-year flood plan or is or would be classified as wetlands
386 by the U.S. Army Corps of Engineers, or as to the presence of wood destroying insects or damage there from.
387 The BUYER(S) are to satisfy themselves concerning these issues. Designated Agent shall be an independent
388 contractor for Broker if the conditions as set forth in LA R.S. 37:1446(h) are met.
389

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

- 391  Contingency for Sale of the BUYER'S Other Property Addendum  Deposit Addendum
- 392  Condominium Addendum  \_\_\_\_\_
- 393  Private Water/Sewerage Addendum  \_\_\_\_\_
- 394  New Construction Addendum  \_\_\_\_\_

395  
396 If any of the pre-printed portions of this Agreement vary or conflict with any additional or modified terms on
397 blanks provided in this form or Addendum attached to this Agreement, the additional, modified, or Addendum
398 provisions control.
399

400 **SINGULAR – PLURAL USE:** Wherever the word BUYER or the word SELLER occurs in this Agreement or is referred
401 to, the same shall be construed as singular or plural, masculine or feminine or neuter, as the case may be.
402

403 **ACCEPTANCE:** Acceptance of this Agreement shall be in writing. This Agreement may be executed by use of
404 electronic signatures, in accordance with the Louisiana Uniform Electronic Transaction Act. The original of this
405 Agreement shall be delivered to the listing Broker's firm. This Agreement and any supplement addendum or
406 modification relating hereto, including any photocopy, facsimile, or electronic transmission thereof, may be
407 executed in two or more counterparts, all of which shall constitute one and the same Agreement.
408

409 **NOTICES AND OTHER COMMUNICATIONS:** All notices, requests, claims, demands, and other communications
410 related to or required by this Agreement shall be in writing. Notices permitted or required to be given (excluding
411 service of process) shall be deemed sufficient if delivered by (a) mail, (b) hand delivery, (c) overnight delivery,
412 (d) facsimile, (e) email, or (f) other e-signature transmissions addressed to the respective addresses of the parties
413 as written on the first page of this Agreement or at such other addresses as the respective parties may designate
414 by written notice.
415

416 **CONTRACT:** This is a legally binding contract when signed by both the SELLER and the BUYER. READ IT
417 CAREFULLY. If you do not understand the effect of any part of this Agreement, seek legal advice before signing
418 this contract or attempting to enforce any obligation or remedy provided herein.
419

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

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



422 **EXPIRATION OF OFFER:**

423 **This offer is binding and irrevocable until \_\_\_\_\_, 20\_\_ at \_\_\_\_\_  AM  PM  NOON.**  
424 **The Acceptance of this offer shall be communicated to the offering party by the deadline stated on line 423 to**  
425 **be binding and effective.**

426 \_\_\_\_\_  
427 \_\_\_\_\_  
428  Buyer's/  Seller's Signature  Date/Time  Buyer's/  Seller's Signature  Date/Time

429 \_\_\_\_\_  
430 \_\_\_\_\_  
431 Print Buyer's/Seller's Full Name (First, Middle, Last) Print Buyer's/Seller's Full Name (First, Middle, Last)

432 \_\_\_\_\_  
433 \_\_\_\_\_  
434  Buyer's/  Seller's Signature  Date/Time  Buyer's/  Seller's Signature  Date/Time

435 \_\_\_\_\_  
436 \_\_\_\_\_  
437 Print Buyer's/Seller's Full Name (First, Middle, Last) Print Buyer's/Seller's Full Name (First, Middle, Last)

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

439 \_\_\_\_\_  
440 \_\_\_\_\_  
441 \_\_\_\_\_  
442 Day/ Date/ Time  AM  PM  NOON

443 \_\_\_\_\_  
444 \_\_\_\_\_  
445 **This offer is:  Accepted  Rejected (without counter)  Countered (see attached counter) by:**

446 \_\_\_\_\_  
447 \_\_\_\_\_  
448  Buyer's/  Seller's Signature  Date/Time  Buyer's/  Seller's Signature  Date/Time

449 \_\_\_\_\_  
450 \_\_\_\_\_  
451 Print Buyer's/Seller's Full Name (First, Middle, Last) Print Buyer's/Seller's Full Name (First, Middle, Last)

452 \_\_\_\_\_  
453 \_\_\_\_\_  
454  Buyer's/  Seller's Signature  Date/Time  Buyer's/  Seller's Signature  Date/Time

455 \_\_\_\_\_  
456 \_\_\_\_\_  
457 Print Buyer's/Seller's Full Name (First, Middle, Last) Print Buyer's/Seller's Full Name (First, Middle, Last)

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

459 \_\_\_\_\_  
460 \_\_\_\_\_  
461 \_\_\_\_\_  
462 Day/ Date/ Time  AM  PM  NOON

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

