

Listing Firm _____	□	Selling Firm _____		
Seller's Designated Agent Name & License Number _____	Dual Agent	Buyer's Designated Agent Name & License Number _____		
Brokerage Firm or Broker's Name & License Number _____		Brokerage Firm or Broker's Name & License Number _____		
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 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:

BUYER'S Initials _____ Page 1 of 9 SELLER'S Initials _____



Property address, street, city, state, zip

Date

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

32
33 **PRICE:** The Property will be sold and purchased subject to title and zoning restrictions, servitudes of record, and
34 law or ordinances affecting the Property for the sum of _____
35 _____ Dollars (\$ _____) (the "Sale Price").
36

37 **ACT OF SALE:** The Act of Sale is to be executed before a settlement agent or Notary Public to be chosen by the
38 BUYER, on _____, 20____, or before if mutually agreed upon. Any change of the date
39 for execution of the Act of Sale must be mutually agreed upon in writing and signed by the SELLER and the
40 BUYER. At closing, the BUYER must provide "good funds" as required by Louisiana statute LA R.S. 22:22.512 *et*
41 *seq.*
42

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

46 **CONTINGENCY FOR SALE OF BUYER'S OTHER PROPERTY:**

47 This sale is contingent on the sale of other property by the BUYER and the ~~attached~~ contingency
48 clause language found either in lines 301-307 or the attached addendum shall apply.

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

51 **FINANCING:**

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

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

- 61 Fixed Rate Mortgage FHA Insured Mortgage
- 62 Adjustable Rate Mortgage Owner Financing
- 63 Rural Development Bond Financing
- 64 VA Guaranteed Mortgage Other _____
- 65 Conventional Mortgage
- 66 Other _____

67
68 The BUYER agrees to pay discount points not to exceed _____% of the loan amount.
69 Other financing conditions: _____
70 _____
71 _____

72
73 The BUYER acknowledges and warrants that the BUYER has available the funds which may be required to
74 complete the sale of the Property including, but not limited to, the deposit, the down payment, closing costs, pre-
75 paid items, and other expenses. If this sale is a Financed Sale, BUYER acknowledges that any terms and
76 conditions imposed by BUYER'S lender(s) or by Consumer Financial Protection Bureau Requirements shall not



Property address, street, city, state, zip

Date

77 affect or extend the BUYER'S obligation to execute the Act of Sale or otherwise affect any terms or conditions of
 78 this Agreement except as otherwise set forth herein. The BUYER shall supply the SELLER written documentation
 79 from a lender that a loan application has been made and the BUYER has given written authorization to lender to
 80 proceed with the loan approval process within (____) calendar days after the date of acceptance of this offer by
 81 both parties. If the BUYER fails to make loan application, and to supply SELLER with written documentation of
 82 that application and BUYER'S written authorization for lender to proceed with loan process within this period, the
 83 SELLER may, at the SELLER'S option, elect, in writing, to terminate the Agreement and declare the Agreement
 84 null and void~~terminate this Agreement~~, by giving the BUYER written notice of the SELLER'S termination. In the
 85 event the BUYER is not able to secure financing, the SELLER reserves the right to provide all or part of mortgage
 86 loan(s) under the terms set forth above.
 87

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

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

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

112 Cash \$ _____ ~~Promissory Note~~ Certified Funds \$ _____

113 Check \$ _____ Electronic Transfer (EFT) \$ _____

114 The Deposit shall be held by _____.

115 Listing Broker Selling Broker Third Party

116
 117

DEPOSIT HELD BY THIRD PARTY: Louisiana Administrative Code Article Title 46, Part LXVII, Section 2717 requires that funds received in a real estate sales transaction shall be deposited in the appropriate sales escrow checking account, rental trust checking account or security deposit trust checking account of the listing or managing broker ("Broker") unless all parties having an interest in the funds have agreed otherwise in writing. I agree to have the security Deposit related to this transaction to be held by a third party and not in a sales escrow account maintained by the listing or managing broker Broker. I understand that the Louisiana Real Estate Commission may not have jurisdiction over those third parties holding the funds. I have read the attached addendum and acknowledge the listing or managing broker Broker is not legally required to disburse a security deposit in accordance with ~~LAC 27:2901~~ LAC 46:LXVII.2901 when a third party holds the security eDeposit.

BUYER

SELLER

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

BUYER'S Initials _____

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SELLER'S Initials _____

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Date

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- 1) If this Agreement is declared null and void by the BUYER during the inspection and due diligence period as set forth in lines ~~162 167~~ through ~~195 200~~ of this Agreement;
- 2) If this Agreement is subject to the BUYER'S ability to obtain a loan and the loan cannot be obtained, except as stated in lines ~~70 72~~ through ~~82 85~~ of this Agreement, but only if the BUYER has ~~made timely application for the loan and made good~~ made good faith efforts to obtain the loan;
- 3) If the SELLER declares the agreement null and void for failure of BUYER to comply with written document requirements as set forth in lines 80 through 85.
- 4) ~~43~~ 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 ~~94 97~~ through ~~102 105~~ of this Agreement;
- 5) ~~54~~ If the BUYER timely terminates the Agreement after having received the leases or assessments, as set forth in lines ~~143 149~~ through ~~148 154~~ of this Agreement;
- 6) ~~65~~ If the SELLER is unable to timely deliver to the BUYER an approved sewerage and/or water inspection report as set forth in lines ~~197 202~~ through ~~206 211~~;
- 7) ~~76~~ If the SELLER chooses not to repair or replace the sewer system(s) as per the SEPTIC/WATER WELL ADDENDUM, and the BUYER terminates the agreement as a result thereof;

150 ~~87-~~) If the SELLER chooses not to repair or replace the private water well system(s) as per the SEPTIC/WATER
151 WELL ADDENDUM, and the BUYER terminates the agreement as a result thereof;

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154 **LEASES/SPECIAL ASSESSMENTS:** The sale is conditioned upon the BUYER'S receipt of a copy of all written
155 leases, excluding mineral leases, and unpaid special assessments from the SELLER within five (5) calendar days
156 of acceptance of the Agreement. Special assessments shall mean an assessment levied on Property to pay the
157 cost of local improvements imposed by local governmental/governing authority. The BUYER will have five (5)
158 calendar days after receipt of the aforementioned documents to notify the SELLER whether they are acceptable
159 to the BUYER. Security deposits, keys/access and leases are to be transferred to the BUYER at Act of Sale.

160
161 **NEW HOME CONSTRUCTION:** If the property to be sold is completed new construction, under construction, or to
162 be constructed, check one:

- 163 A new home construction addendum, with additional terms and conditions, is attached.
164 There is no new home construction addendum.

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

172
173 The BUYER shall have an inspection and due diligence period of (____) calendar days, commencing the first
174 day after acceptance of this Agreement wherein, the BUYER may, at the BUYER'S expense, have any
175 inspections made by experts or others of his choosing. Such physical inspections may include, but are not limited
176 to, inspections for termites and other wood destroying insects, and/or damage from same, molds, and fungi
177 hazards, and analysis of synthetic stucco, drywall, appliances, structures, foundations, roof, heating, cooling,
178 electrical, plumbing systems, utility and sewer availability and condition, out-buildings, and square footage. Other
179 due diligence by the BUYER may include, but is not limited to investigation into the property's school district,
180 insurability, flood zone classifications, current zoning and/or subdivision restrictive covenants and any items
181 addressed in the SELLER'S Property Disclosure Document. All testing shall be nondestructive testing. The
182 SELLER agrees to provide the utilities for inspections and immediate access. Inspection period will be extended

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183 by the same number of days that the BUYER is not granted immediate access to the property or all utilities are
184 not provided by the SELLER. If the BUYER is not satisfied with the condition of the Property or the results of the
185 BUYER'S due diligence investigation, the BUYER may choose one of the following options within the inspection
186 and due diligence period:

187
188 **Option 1:** The BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void;
189 or

190 **Option 2:** The BUYER may indicate in writing the deficiencies and desired remedies and the SELLER will within
191 seventy two (72) hours respond in writing as to the SELLER'S willingness to remedy those deficiencies
192 ("SELLER'S Response").

193
194 Should the SELLER in the SELLER'S Response refuse to remedy any or all of the deficiencies listed by the
195 BUYER, then the BUYER shall have seventy-two (72) hours from the date of the SELLER'S Response or
196 seventy-two (72) hours from the date that the SELLER'S Response was due, whichever is earlier, to: (a) accept

197 the SELLER'S Response to the BUYER'S written requests or (b) accept the Property in its current condition, or (c)
198 to elect to terminate this Agreement. The BUYER'S response shall be in writing. Upon the BUYER'S failure to
199 respond to the SELLER'S Response by the time specified or the BUYER'S electing, in writing, to terminate this
200 Agreement, the Agreement shall be automatically, with no further action required by either party, ipso facto null
201 and void except for return of Deposit to the BUYER.

202
203 FAILURE TO GIVE WRITTEN NOTICE OF EITHER TERMINATION OR DEFICIENCIES AND DESIRED
204 REMEDIES TO THE SELLER (OR THE SELLER'S DESIGNATED AGENT) AS SET FORTH IN LINES ~~155~~ 161
205 THROUGH 181 WITHIN THE INSPECTION AND DUE DILIGENCE PERIOD SHALL BE DEEMED AS
206 ACCEPTANCE BY THE BUYER OF THE PROPERTY'S CURRENT CONDITION.

207
208 **PRIVATE WATER/SEWERAGE:**

209 There is/are _____ (____) private water system(s) servicing only the primary residence, and the attached
210 private Septic/Water Addendum inspections shall include only the system(s) supplying service to the primary
211 residence.

212
213 There is/are _____ (____) private septic/treatment system(s) servicing only the primary residence and
214 the attached private Septic/Water Addendum inspections shall include only those systems supplying service to
215 the primary residence.

216
217 There is NO private septic/treatment system(s) servicing only the primary residence.
218

219 **HOME SERVICE/WARRANTY:** A home service/warranty plan will / will not be purchased at the closing of
220 sale at a cost not to exceed \$_____ to be paid by the BUYER / the SELLER. Home Service
221 Warranty will be ordered by _____.

222
223 It is understood that the Agent/Broker may receive compensation from the home warranty company for actual
224 services performed. The home service warranty plan does not warrant pre-existing defects and options, and does
225 not supersede or replace any other inspection clause or responsibilities. If neither the BUYER nor the SELLER
226 accepts the home service warranty plan, they declare that they have been made aware of the existence of such a
227 plan, and further declare that they hold the Broker and Agents harmless from any responsibility or liability due to
228 their rejection of such a plan.

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SELLER'S Initials _____

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

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

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

240 C. NEW HOME WARRANTIES. Notwithstanding lines 218-223 through 228-233 and irrespective of whether
241 A or B above is checked, if the Property is a new construction, the parties agree that neither A or B will apply but
242 instead the provisions of the New Home Warranty Act (LA R.S. 9:3141 *et seq.*) shall apply. The warranty of
243 condition of this Property is governed by the New Home Warranty Act if a home on the Property is a "home" as
244 defined in the New Home Warranty Act.

245
246 **MERCHANTABLE TITLE/CURATIVE WORK:** The SELLER shall deliver to the BUYER a merchantable title at
247 the SELLER'S costs (see lines 239-244 through 244-246). In the event curative work in connection with the title to
248 the Property is required or is a requirement for obtaining the loan(s) upon which this Agreement is conditioned,
249 the parties agree to and do extend the date for passing the Act of Sale to a date not more than
250 _____ (_____) calendar days from the date of the Act of Sale stated herein. The
251 SELLER'S title shall be merchantable and free of all liens and encumbrances except those that can be satisfied at
252 Act of Sale. All costs and fees required to make title merchantable shall be paid by the SELLER. The SELLER
253 shall make good faith efforts to deliver merchantable title. The SELLER'S inability to deliver merchantable title
254 within the time stipulated herein shall render this Agreement null and void, reserving unto the BUYER the right to
255 demand the return of the Deposit and to recover from the SELLER actual costs incurred in processing of sale as
256 well as legal fees incurred by the BUYER.

257
258 **FINAL WALK THROUGH:** The BUYER shall have the right to re-inspect the Property within five (5) calendar
259 days prior to the Act of Sale, or occupancy, whichever will occur first in order to determine if the Property is in the
260 same or better condition as it was at the initial inspection(s) and to insure all agreed upon repairs have been
261 completed. The SELLER agrees to provide utilities for the final walk through and immediate access to the
262 Property.

263
264 **DEFAULT OF AGREEMENT BY THE SELLER:** In the event of any default of this Agreement by the SELLER,
265 the BUYER shall at the BUYER'S option have the right to declare this Agreement null and void with no further
266 demand, or to demand and/or sue for any of the following:

- 267
268 1) Termination of this Agreement; 2) Specific performance; 3) Termination of this Agreement and an amount
269 equal to 10% of the Sale Price as stipulated damages.

270
271 Further, the BUYER shall be entitled to the return of the Deposit. The prevailing party to any litigation brought to
272 enforce any provision of this Agreement shall be awarded their attorney fees and costs. The SELLER may also be
273 liable for Broker fees.

274
275 **DEFAULT OF AGREEMENT BY BUYER:** In the event of any default of this Agreement by the BUYER, the
276 SELLER shall have at the SELLER'S option the right to declare this Agreement null and void with no further

BUYER'S Initials _____ Page 6 of 9 SELLER'S Initials _____

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277 demand, or to demand and sue for any of the following: 1) Termination of this Agreement; 2) Specific
278 performance; 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated
279 damages.

280
281 Further, the SELLER shall be entitled to retain the Deposit. The prevailing party to any litigation brought to
282 enforce any provision of this Agreement shall be awarded their attorney fees and costs. The BUYER may also be
283 liable for Broker fees.

284
285 **MOLD RELATED HAZARDS NOTICE:** An informational pamphlet regarding common mold related hazards that
286 can affect real property is available at the EPA website <http://www.epa.gov/iaq/molds/index.html>. By initialing

287 this page of the Agreement, the BUYER acknowledges that the real estate agent has provided the BUYER with
288 the EPA website enabling the BUYER to obtain information regarding common mold related hazards.

289
290 **OFFENDER NOTIFICATION:** The Louisiana State Police maintains the State Sex Offender and Child Predator
291 Registry through the Louisiana Bureau of Criminal Identification and Information. It is a public access database of
292 the locations of individuals who are required to register pursuant to LA R.S. 15:540, et seq. The website for the
293 database is <http://www.lsp.org/socpr/default.html>. Sheriff and police departments serving jurisdictions of
294 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0551 or 1-225-925-6100.
295 Send written inquiries to Post Office Box 66614, Box A-6, Baton Rouge, Louisiana 70896.

296
297 **FLOOD HAZARD INFORMATION:**
298 [An informational website regarding flood hazards that can affect real property is available at the FEMA website](https://msc.fema.gov/portal)
299 <https://msc.fema.gov/portal>.

300
301 **CHOICE OF LAW:** This Agreement shall be governed by and shall be interpreted in accordance with the laws of
302 the State of Louisiana.

303
304 **DEADLINES:** TIME IS OF THE ESSENCE and all deadlines are final, except where modifications, changes, or
305 extensions are made in writing and signed by all parties to this Agreement. All "calendar days" as used in this
306 Agreement shall end at 11:59 p.m. in Louisiana.

307
308 **ADDITIONAL TERMS AND CONDITIONS:**
309 _____
310 _____
311 _____
312 _____
313 _____
314 _____

315
316 **ROLES OF BROKERS AND DESIGNATED AGENTS:** Broker(s) and Designated Agent(s) have acted only as
317 real estate brokers to bring the parties together and make no warranty to either party for performance or non
318 performance of any part of this Agreement or for any warranty of any nature unless specifically set forth in writing.

319
320 Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning Property
321 measurements, square footage, room dimensions, lot size, Property lines or boundaries. Broker(s) and
322 Designated Agent(s) make no representations as to suitability or to a particular use of the Property, and the
323 BUYER has or will independently investigate all conditions and characteristics of the Property which are important
324 to the BUYER. The BUYER is not relying on the Broker or the Designated Agent(s) to choose a representative to
325 inspect or re-inspect the Property; the BUYER understands any representative desired by the BUYER may
326 perform this function. In the event Broker/Agent(s) provides names or sources for such advice or assistance,
327 Broker/Agent(s) does not warrant the services of such experts or their products and cannot warrant the condition
328 of Property or interest to be acquired or guarantee that all defects are disclosed by the SELLER(S).
329 Broker/Agent(s) do not investigate the status of permits, zoning, code compliance, restrictive covenants, or

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330 insurability. The Broker(s) and Designated Agent(s) specifically make no warranty whatsoever as to whether or
331 not the Property is situated in or out of the Government's hundred year flood plan or is or would be classified as
332 wetlands by the U.S. Army Corps of Engineers, or as to the presence of wood destroying insects or damage there
333 from. The BUYER(S) are to satisfy themselves concerning these issues. Designated Agent shall be an
334 independent contractor for Broker if the conditions as set forth in LA R.S. 37:1446(h) are met.

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

- Contingency for Sale of the BUYER'S Other Property Addendum
- Private Water/Sewerage Addendum
- Condominium Addendum
- Deposit Held by Addendum
- FHA Amendatory Clause
- _____
- New Construction Addendum
- _____

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.

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 be.

ACCEPTANCE: Acceptance of this Agreement must be in writing. This agreement may be executed by use of electronic signatures, in accordance with the Louisiana Uniform Electronic Transaction Act. The original of this Agreement 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.

NOTICES AND OTHER COMMUNICATIONS: All notices, requests, claims, demands, and other communications related to or required by this Agreement shall be in writing. Notices permitted or required to be given (excluding service of process) shall be deemed sufficient if delivered by (a) mail, (b) hand delivery; (c) overnight delivery; (d) facsimile, (e) e-mail, or (f) other e-signature transmissions addressed to the respective addresses of the parties as (a) written on the first page of this Agreement; (b) as designated below on lines 357-361 through 365-370; or (c) at such other addresses as the respective parties may designate by written notice.

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 the above referenced 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.

The BUYER further authorizes his or her agent to electronically deliver notices and other communications ~~to be delivered electronically to the following address(es) 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 be delivered to the following address:

BUYER email address(es): _____

With a copy to:

BUYER's Agent email address(es): _____

BUYER'S Initials _____ Page 8 of 9 SELLER'S Initials _____

ABS Rev. 01/01/17

Property address, street, city, state, zip



Date

377 The SELLER further authorizes his or her agent to electronically deliver notices and other communications to
378 ~~be delivered electronically to the following address(es) the email address he or she provide to his or her agent.~~

379 Furthermore, the Seller authorizes the Buyer's agent to electronically deliver notices and communications to be
380 delivered to the following address:

381
382
383 SELLER email address(es): _____

384 With a copy to:
385 SELLER's Agent email address(es): _____

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

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

391
392 **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties, and any other
393 agreements not incorporated herein in writing are void and of no force and effect.

394
395 **EXPIRATION OF OFFER:**

396 This offer is binding and irrevocable until _____, 20____ at _____ AM PM MIDNIGHT NOON.
397 The Acceptance of this offer must be communicated to the offering party by the deadline stated on line 374.382 to
398 be binding and effective.

400 X _____	X _____
401 <input type="checkbox"/> Buyer's / <input type="checkbox"/> Seller's Signature	<input type="checkbox"/> Buyer's / <input type="checkbox"/> Seller's Signature
402 Date/Time <input type="checkbox"/> AM <input type="checkbox"/> PM	Date/Time <input type="checkbox"/> AM <input type="checkbox"/> PM
403 _____	_____
404 Print Buyer's/Seller's Full Name (First, Middle, Last)	Print Buyer's/Seller's Full Name (First, Middle, Last)
405 _____	_____
406 <u>Street Address</u>	<u>Street Address</u>
407 _____	_____
408 <u>City, State, Zip</u>	<u>City, State, Zip</u>
409 _____	_____
410 <u>Telephone Number.Cell</u>	<u>Telephone Number.Cell</u>
411 _____	_____
412 <u>Telephone Number.Home</u> _____ <u>Telephone Number.Work</u>	<u>Telephone Number.Home</u> _____ <u>Telephone Number.Work</u>
413 _____	_____
414 <u>E-Mail Address</u>	<u>E-Mail Address</u>
415 _____	_____

416 This offer was presented to the Seller Buyer by _____ Day/ Date/ Time AM PM MIDNIGHT NOON

417
418
419 This offer is: **Accepted** **Rejected** (without counter) **Countered** (See Attached Counter) by:

420	421 X _____	X _____
422 <input type="checkbox"/> Buyer's / <input type="checkbox"/> Seller's Signature	<input type="checkbox"/> Buyer's / <input type="checkbox"/> Seller's Signature	<input type="checkbox"/> Buyer's / <input type="checkbox"/> Seller's Signature
423 Date/Time <input type="checkbox"/> AM <input type="checkbox"/> PM	Date/Time <input type="checkbox"/> AM <input type="checkbox"/> PM	Date/Time <input type="checkbox"/> AM <input type="checkbox"/> PM
424 _____	_____	_____
425 Print Buyer's/Seller's Full Name (First, Middle, Last)	Print Buyer's/Seller's Full Name (First, Middle, Last)	Print Buyer's/Seller's Full Name (First, Middle, Last)
426 _____	_____	_____
427 <u>Street Address</u>	<u>Street Address</u>	<u>Street Address</u>
428 _____	_____	_____
429 <u>City, State, Zip</u>	<u>City, State, Zip</u>	<u>City, State, Zip</u>
430 _____	_____	_____
431 <u>Telephone Number.Cell</u>	<u>Telephone Number.Cell</u>	<u>Telephone Number.Cell</u>
432 _____	_____	_____
433 <u>Telephone Number.Home</u> _____ <u>Telephone Number.Work</u>	<u>Telephone Number.Home</u> _____ <u>Telephone Number.Work</u>	<u>Telephone Number.Home</u> _____ <u>Telephone Number.Work</u>
434 _____	_____	_____
435 <u>E-Mail Address</u>	<u>E-Mail Address</u>	<u>E-Mail Address</u>
436 _____	_____	_____

This ~~counter~~-offer was presented to the Seller Buyer by _____ Day/ Date/ Time AM PM MIDNIGHT NOON

