

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

The SELLER **further** authorizes his or her agent to electronically deliver notices and other communications to the email address he or she 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: \_\_\_\_\_

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

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

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

BUYER'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 ~~here shall~~ remain with the property, ~~be transferred without any warranty; be deemed to have~~  
 19 ~~no value; and, but are not to be shall not be~~ considered as part of the Sale Price; ~~are transferred without any~~  
 20 ~~warranty, and have no value:~~  
 21 \_\_\_\_\_  
 22 \_\_\_\_\_  
 23 \_\_\_\_\_  
 24 \_\_\_\_\_  
 25 \_\_\_\_\_  
 26 \_\_\_\_\_  
 27 \_\_\_\_\_

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

38  
 39 **MINERAL RIGHTS:** If the SELLER transfers any mineral rights, they are to be transferred without warranty.  
 40 \_\_\_\_\_ (\_\_\_\_\_% ) of the mineral rights owned by the  
 41 SELLER are to be reserved and retained by the SELLER. The SELLER shall waive any right to use the surface for  
 42 any such reserved and retained mineral activity or use.  
 43  
 44

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

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



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

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

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

57  This sale is contingent on the sale of other property by the BUYER and the contingency language found either  
58 in lines 343-352 368-377 or the attached addendum shall apply.

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

61  
62 **FINANCING:**

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

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

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

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

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

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

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

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

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

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

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

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

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

**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

BUYER’S Initials: \_\_\_\_\_ BUYER’S Initials: \_\_\_\_\_ SELLER’S Initials: \_\_\_\_\_ SELLER’S Initials: \_\_\_\_\_  
BUYER’S Initials: \_\_\_\_\_ BUYER’S Initials: \_\_\_\_\_ SELLER’S Initials: \_\_\_\_\_ SELLER’S Initials: \_\_\_\_\_



143 have the Deposit related to this transaction to be held by a third party and not in a sales escrow account  
144 maintained by the Broker. I understand that the Louisiana Real Estate Commission may not have jurisdiction  
145 over those third parties holding the funds. I acknowledge the Broker is not legally required to disburse a  
146 security deposit in accordance with LAC 46:LXVII.2901 when a third party holds the Deposit.

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

154  
155 **RETURN OF DEPOSIT:** The Deposit shall be returned to the BUYER and this Agreement declared null and void  
156 without demand in consequence of the following events:

- 157 1) If this Agreement is declared null and void by the BUYER pursuant to the Due Diligence and the Inspection  
158 Period as set forth in lines ~~195 through 250~~ 205 through 261 of this Agreement;
- 159 2) If this Agreement is subject to the BUYER'S ability to obtain a loan and the loan cannot be obtained, except  
160 as stated in lines ~~88 through 92~~ 91 through 96 of this Agreement, but only if the BUYER has made good faith  
161 efforts to obtain the loan;
- 162 3) If the SELLER declares the Agreement null and void for failure of BUYER to comply with written document  
163 requirements as set forth in lines ~~88 through 92~~ 91 through 96 of this Agreement;
- 164 4) If the BUYER conditions the Sale Price on an appraisal is less than the Sale Price and the SELLER will not  
165 reduce the Sale Price as set forth in lines ~~101 through 108~~ 117 through 126 of this Agreement;
- 166 5) If the BUYER timely terminates the Agreement after having received the leases or assessments, as set forth  
167 in lines ~~165 through 169~~ 175 through 181 of this Agreement;
- 168 6) If the SELLER is unable to timely deliver to the BUYER an approved sewerage and/or water inspection report  
169 as set forth in lines ~~251 through 261~~ 263 through 275 of this Agreement;
- 170 7) If the SELLER chooses not to repair or replace the sewer system(s) servicing the Property as per the  
171 SEPTIC/WATER WELL ADDENDUM, and the BUYER terminated the agreement as a result thereof.
- 172 8) If the SELLER chooses not to repair or replace the private water well system(s) as per the SEPTIC/WATER  
173 WELL ADDENDUM, and the BUYER terminates the agreement as a result thereof.

174  
175 **LEASES/SPECIAL ASSESSMENTS:** The sale is conditioned upon the BUYER'S receipt of a copy of all written leases,  
176 excluding mineral leases, ~~and unpaid special assessments~~ from the SELLER **within five (5) calendar days** of  
177 acceptance of the Agreement. ~~Special assessments shall be defined as an assessment levied on Property to pay~~  
178 ~~the cost of local improvements imposed by local governmental/governing authority.~~ The BUYER ~~will shall~~ have  
179 **five (5) calendar days** after receipt of the aforementioned documents to notify the SELLER whether they are  
180 acceptable to the BUYER. Security deposits, keys/access, and leases are to be transferred to the BUYER at or  
181 before the Act of Sale.

182  
183 **NEW HOME CONSTRUCTION: [Section Repealed].**

184  
185 **PROPERTY CONDITION:** THE BUYER ACKNOWLEDGES THAT THE SALE PRICE OF THE PROPERTY WAS NEGOTIATED  
186 BASED UPON THE PROPERTY'S APPARENT CURRENT CONDITION; ACCORDINGLY, THE SELLER IS NOT OBLIGATED  
187 TO MAKE REPAIRS TO THE PROPERTY, INCLUDING REPAIRS REQUIRED BY THE LENDER UNLESS OTHERWISE STATED  
188 HEREIN. THE SELLER IS RESPONSIBLE FOR MAINTAINING THE PROPERTY IN SUBSTANTIALLY THE SAME OR BETTER  
189 CONDITION AS IT WAS WHEN THE AGREEMENT WAS FULLY EXECUTED.

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



190 **DUE DILIGENCE AND INSPECTION PERIOD:**  
 191 **If acceptance of this Agreement occurs, the BUYER shall have a Due Diligence and Inspection Period**  
 192 **(hereinafter “DDI Period”) commencing on the first day after acceptance of this Agreement and expiring**  
 193 **\_\_\_\_\_ (# \_\_\_\_\_) calendar days after commencement OR upon**  
 194 **the date and time the BUYER’S Request to the SELLER is received as set forth in ~~line 216~~ lines 227 through 228,**  
 195 **whichever is earlier.** The SELLER agrees to provide the utilities for any due diligence and inspections and  
 196 immediate access to the Property. The due diligence and inspection period will be extended by the same number  
 197 of days that the BUYER is not granted immediate access to the Property or all utilities are not provided by the  
 198 SELLER.

199  
 200 **Effect of BUYER’S Failure to Timely Provide Written Termination or BUYER’S Request:** Failure of the BUYER to  
 201 timely provide written notice of termination or a written BUYER’S Request as described in lines ~~202 through 250~~  
 202 ~~215 through 261~~ below prior to the expiration of the DDI Period shall be deemed as acceptance by the BUYER of  
 203 the Property’s current condition.

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

214  
 215 **BUYER’S OPTIONS PRIOR TO THE EXPIRATION OF THE DDI PERIOD:** If the BUYER is not satisfied with the  
 216 condition of the Property or the results of the BUYER’S due diligence or investigations, the BUYER may choose  
 217 one of the following options prior to the expiration of the DDI Period:

218  
 219 **OPTION 1:**

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

221  
 222 **Effect of the BUYER’S Termination the Agreement pursuant to Option 1:** If the BUYER elects to terminate this  
 223 Agreement in writing, the Agreement shall be automatically ipso facto null and void with no further action  
 224 required by either party except for return of Deposit to the BUYER.

225  
 226 **OPTION 2:**

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

229  
 230 **B. If the BUYER selects Option 2, the following process shall apply:**

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

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

BUYER’S Initials: \_\_\_\_\_ BUYER’S Initials: \_\_\_\_\_ SELLER’S Initials: \_\_\_\_\_ SELLER’S Initials: \_\_\_\_\_  
 BUYER’S Initials: \_\_\_\_\_ BUYER’S Initials: \_\_\_\_\_ SELLER’S Initials: \_\_\_\_\_ SELLER’S Initials: \_\_\_\_\_



- 238 (i) accept the Property in its current condition; or
- 239 (ii) elect to terminate this Agreement.
- 240 (c) **Effect of the BUYER’S Failure to Timely Respond to SELLER’S Failure to Timely Respond:** If the
- 241 BUYER fails to provide this notice (lines ~~224 through 229~~ 235 through 239) in writing within the required time
- 242 frame, the Agreement shall be automatically, with no further action required by either party, ipso facto null
- 243 and void except for return of Deposit to the BUYER.
- 244

245 2. (a) **BUYER’S Response to SELLER’S Response:** Should the SELLER in the SELLER’S Response refuse to

246 remedy any or all the deficiencies listed by the BUYER, then the BUYER shall have **72 hours** from receipt of

247 the SELLER’S Response or **72 hours** from the date that the SELLER’S Response was due, whichever is earlier,

248 to take one of the following actions (“BUYER’S Response”). The BUYER’S Response shall be provided to the

249 SELLER in writing.

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

255 (b) **Effect of BUYER’S Failure to Timely Respond to SELLER’S Response:** If the BUYER fails to respond

256 to the SELLER’S Response within the time specified, then the Agreement shall be automatically, with no

257 further action required by either party, ipso facto null and void except for return of Deposit to the BUYER.

258

259 **Upon receipt of the written BUYER’S Response to the SELLER’S Response, the SELLER shall not be required to**

260 **remedy any additional deficiencies requested by the BUYER unless the parties enter into an additional**

261 **agreement in writing.**

262

263 **PRIVATE WATER/SEWERAGE:**

264

265  There is/are \_\_\_\_\_ (#\_\_\_\_\_) private water system(s) servicing only the primary residence, and

266 the attached private Septic/Water Addendum inspections shall include only the system(s) supplying service to

267 the primary residence.

268

269  There is/are \_\_\_\_\_ (#\_\_\_\_\_) private septic/treatment system(s) servicing only the primary

270 residence and the attached private Septic/Water Addendum inspections shall include only those systems

271 supplying service to the primary residence.

272

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

274

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

276

277 **HOME SERVICE/WARRANTY:**

278

279 A home service/warranty plan  will /  will not be purchased at the closing of sale at a cost not to exceed

280 \_\_\_\_\_ (\$\_\_\_\_\_) to be paid by  the

281 BUYER /  the SELLER.

282

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

284 The home service warranty plan does not warrant pre-existing defects and options, and does not supersede or

285 replace any other inspection clause or responsibilities. If neither the BUYER nor the SELLER accepts the home

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BUYER’S Initials: \_\_\_\_\_ BUYER’S Initials: \_\_\_\_\_ SELLER’S Initials: \_\_\_\_\_ SELLER’S Initials: \_\_\_\_\_



286 service warranty plan, they declare that they have been made aware of the existence of such a plan, and further  
287 declare that they hold the Broker and Agents harmless from any responsibility or liability due to their rejection  
288 of such a plan.  
289

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

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

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

301  C. NEW HOME WARRANTIES: Notwithstanding lines ~~274 through 282~~ 291 through 300 and irrespective of  
302 whether A or B above is checked, if the Property is a new construction, the parties agree that neither A or B will  
303 apply but instead the provisions of the New Home Warranty Act (LA R.S. 9:3141 et seq.) shall apply. The warranty  
304 of condition of this Property is governed by the New Home Warranty Act if a home on the Property is a "home"  
305 as defined in the New Home Warranty Act.  
306

307 **MERCHANTABLE TITLE/CURATIVE WORK:** The SELLER shall deliver to the BUYER a merchantable title at the  
308 SELLER'S costs (see lines ~~94 through 100~~ 98 through 115). ~~In the event~~ If curative work in connection with the  
309 title to the Property is required or is a requirement for obtaining the loan(s) upon which this Agreement is  
310 conditioned, the parties agree to and do extend the date for passing the Act of Sale to a date not more than  
311 \_\_\_\_\_ (# \_\_\_\_\_) calendar days from the date of the Act of Sale stated herein. The SELLER'S  
312 title shall be merchantable and free of all liens and encumbrances except those that can be satisfied at Act of  
313 Sale. All costs and fees required to make title merchantable shall be paid by the SELLER. The SELLER shall make  
314 good faith efforts to deliver merchantable title. The SELLER'S inability to deliver merchantable title within the  
315 time stipulated herein shall render this Agreement null and void, reserving unto the BUYER the right to demand  
316 the return of the Deposit and to recover from the SELLER actual costs incurred in processing of sale as well as  
317 legal fees incurred by the BUYER.  
318

319 **FINAL WALK THROUGH:** The BUYER shall have the right to re-inspect the Property **within five (5) calendar days**  
320 prior to the Act of Sale, or occupancy, whichever will occur first in order to determine if the Property is in the  
321 same or better condition as it was at the initial inspection(s) and to insure all agreed upon repairs have been  
322 completed. The SELLER agrees to provide utilities for the final walk through and immediate access to the Property.  
323

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

- 327 1) Termination of this Agreement
- 328 2) Specific performance
- 329 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.  
330

331 Further, the BUYER shall be entitled to the return of 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 SELLER may also be  
333 liable for Broker fees.

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





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

- 337 1) Termination of this Agreement
- 338 2) Specific performance
- 339 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.

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

343  
344 **MOLD RELATED HAZARDS NOTICE:** An informational pamphlet regarding common mold related hazards that can  
345 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)  
346 [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  
347 estate agent has provided the BUYER with the EPA website enabling the BUYER to obtain information regarding  
348 common mold related hazards.

349  
350 **OFFENDER NOTIFICATION:** The Louisiana State Police maintains the State Sex Offender and Child Predator  
351 Registry through the Louisiana Bureau of Criminal Identification and Information. It is a public access database  
352 of the locations of individuals who are required to register pursuant to LA R.S. 15:540, *et seq.* The website for the  
353 database is <http://www.lsp.org/socpr/default.html>. Sheriff and police departments serving jurisdictions of  
354 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0551. Send written  
355 inquiries to Post Office Box 66614, Box A-6, Baton Rouge, Louisiana 70896.

356  
357 **FLOOD HAZARD INFORMATION:** An informational website regarding flood hazards that can affect real property  
358 is available at the FEMA website <https://msc.fema.gov/portal>.

359  
360 **CHOICE OF LAW:** This Agreement shall be governed by and shall be interpreted in accordance with the laws of  
361 the State of Louisiana.

362  
363 **DEADLINES:** TIME IS OF THE ESSENCE and all deadlines are final, except where modifications, changes, or  
364 extensions are made in writing and signed by all parties to this Agreement. All “calendar days” as used in this  
365 Agreement or as are put forth in this Agreement shall end at 11:59 p.m. in Louisiana.

366 **ADDITIONAL TERMS AND CONDITIONS:**

367 \_\_\_\_\_

368 \_\_\_\_\_

369 \_\_\_\_\_

370 \_\_\_\_\_

371 \_\_\_\_\_

372 \_\_\_\_\_

373 \_\_\_\_\_

374 \_\_\_\_\_

375 \_\_\_\_\_

376 \_\_\_\_\_

377 \_\_\_\_\_

378  
379 **ROLES OF BROKERS AND DESIGNATED AGENTS:** Broker(s) and Designated Agent(s) have acted only as real estate  
380 brokers to bring the parties together and make no warranty to either party for performance or non-performance  
381 of any part of this Agreement or for any warranty of any nature unless specifically set forth in writing.

BUYER’S Initials: \_\_\_\_\_ BUYER’S Initials: \_\_\_\_\_ SELLER’S Initials: \_\_\_\_\_ SELLER’S Initials: \_\_\_\_\_  
 BUYER’S Initials: \_\_\_\_\_ BUYER’S Initials: \_\_\_\_\_ SELLER’S Initials: \_\_\_\_\_ SELLER’S Initials: \_\_\_\_\_



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

397
398 LIST ADDENDA TO BE ATTACHED AND MADE A PART OF THIS AGREEMENT:

- 399 [ ] Contingency for Sale of the BUYER'S Other Property Addendum [ ] New Construction Addendum
400 [ ] Condominium Addendum [ ] Deposit Addendum
401 [ ] FHA Amendatory Clause [ ] \_\_\_\_\_
402 [ ] Private Water/Sewerage Addendum [ ] \_\_\_\_\_

403
404 If any of the pre-printed portions of this Agreement vary or are in conflict with any additional or modified terms
405 on blanks provided in this form or Addendum attached to this Agreement, the additional, modified, or Addendum
406 provisions control.

407
408 SINGULAR – PLURAL USE: Wherever the word BUYER or the word SELLER occurs in this Agreement or is referred
409 to, the same shall be construed as singular or plural, masculine or feminine or neuter, as the case may be.

410
411 ACCEPTANCE: Acceptance of this Agreement must shall be in writing. This agreement Agreement may be
412 executed by use of electronic signatures, in accordance with the Louisiana Uniform Electronic Transaction Act.
413 The original of this Agreement shall be delivered to the listing Broker's firm. This Agreement and any supplement
414 addendum or modification relating hereto, including any photocopy, facsimile, or electronic transmission
415 thereof, may be executed in two or more counterparts, all of which shall constitute one and the same Agreement.

416
417 NOTICES AND OTHER COMMUNICATIONS: All notices, requests, claims, demands, and other communications
418 related to or required by this Agreement shall be in writing. Notices permitted or required to be given (excluding
419 service of process) shall be deemed sufficient if delivered by (a) mail, (b) hand delivery, (c) overnight delivery,
420 (d) facsimile, (e) email, or (f) other e-signature transmissions addressed to the respective addresses of the parties
421 as written on the first page of this Agreement or at such other addresses as the respective parties may designate
422 by written notice.

423
424 CONTRACT: This is a legally binding contract when signed by both the SELLER and the BUYER. READ IT
425 CAREFULLY. If you do not understand the effect of any part of this Agreement, seek legal advice before signing
426 this contract or attempting to enforce any obligation or remedy provided herein.

427
428 ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the parties, and any other
429 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: \_\_\_\_\_



430 **EXPIRATION OF OFFER:**

431 This offer is binding and irrevocable until \_\_\_\_\_, 20\_\_ at \_\_\_\_\_  AM  PM  NOON.  
432 The Acceptance of this offer **must shall** be communicated to the offering party by the deadline stated on line  
433 **400 431** to be binding and effective.

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

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

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

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

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

450 \_\_\_\_\_  
Day/ Date/ Time  AM  PM  NOON

453 This offer is:  Accepted  Rejected (without counter)  Countered (see attached counter) by:

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

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

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

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

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

470 \_\_\_\_\_  
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: \_\_\_\_\_

