

LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL

Listing Firm _____ Seller's Designated Agent Name (<u>Seller's agent</u>) & License Number _____ Brokerage Name & License Number _____ <u>Agent</u> Phone Number _____ <u>Brokerage</u> Phone Number _____ Email Address _____	<input type="checkbox"/> Dual Agent	Selling Firm _____ Buyer's Designated Agent Name (" <u>Buyer's agent</u> ") & License Number _____ Brokerage Name & License Number _____ <u>Agent</u> Phone Number _____ <u>Brokerage</u> Phone Number _____ Email Address _____
<p>Delivered by <u>Name of Agent Receiving Agreement from</u> Designated Agent _____ Day to Date _____ Time _____ AM/PM</p> <p>Agreement transmitted by <input type="checkbox"/> <u>electronic</u> <input type="checkbox"/> <u>hand delivery</u> <input type="checkbox"/> <u>other</u></p> <p><u>Signature of</u> Designated Agent <u>Receiving Agreement</u> _____ Day _____ Date _____ Time _____ AM/PM</p> <p><u>Comments</u> _____</p> <hr/> <p>Received by Designated Agent _____ Day _____ Date _____ Time _____ AM/PM</p>		

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 e-mail 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 provide to his or her agent. Furthermore, the SELLER authorizes the Buyer's agent to electronically deliver notices and communications to the Seller's agent at the e-mail 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 ~~the above referenced~~ 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.



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 coverings included but not limited to blinds, drapes, curtains, window shades, window coverings, all associated window covering hardware, all shutters, all flooring, all carpeting, all cabinet tops, all cabinet knobs or handles, all doors, all door knobs, or handles, all doorbells, all windows, all roofing, all electrical systems, all installed security systems, installed generators, attached television mounts, gas logs, 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 are transferred without any warranty 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 5-2 through 24 are collectively referred to herein as the "Property.") The following items are excluded from the Property sold:

MINERAL RIGHTS: If the SELLER transfers any mineral rights, they are to be transferred without warranty. _____ (_____ %) of the mineral rights owned by the SELLER are to be reserved and retained by the SELLER ~~and the~~ The SELLER shall waive any right to use the surface for any such reserved and retained mineral activity or use.

BUYER _____ SELLER _____

BUYER _____ SELLER _____

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

ACT OF SALE: The Act of Sale is to be executed before a settlement agent or Notary Public to be chosen by the BUYER, on _____, 20____, or before if mutually agreed upon. Any change of the date for execution of the Act of Sale must be mutually agreed upon in writing and signed by the SELLER and the BUYER. At closing, the BUYER must provide "good funds" as required by Louisiana statute LA R.S. 22:22.512 et seq LA R.S. 22:532 et seq.



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

51
52 **CONTINGENCY FOR SALE OF BUYER'S OTHER PROPERTY:**

53
54 This sale is contingent on the sale of other property by the BUYER and the contingency language found either in lines ~~301-307~~ 343-352 or
55 the attached addendum shall apply.

56
57 This sale is not contingent upon the sale of other property by the BUYER nor is the loan needed by the BUYER to obtain the Sale Price
58 contingent on the BUYER'S sale of any property.

59
60 **FINANCING:**

61
62 **ALL CASH SALE:** The BUYER warrants the BUYER has cash readily available to close the sale of this Property.

63
64 **FINANCED SALE:** This sale is conditioned upon the ability of BUYER to borrow with this Property as security for the loan the sum of
65 _____ (\$ _____) or _____ (____%) of the Sale Price by a mortgage loan or loans at an
66 initial interest rate not to exceed _____ (____%) 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 the BUYER provided that
68 these terms do not increase the cost, fees or expenses to the SELLER. The loan shall be secured by (*Check all that apply*):

- 69 Fixed Rate Mortgage
- 70 Adjustable Rate Mortgage
- 71 Rural Development
- 72 VA Guaranteed Mortgage
- 73 Other _____
- 74 FHA Insured Mortgage
- 75 Owner Financing
- 76 Bond Financing
- 77 Conventional Mortgage

78 The BUYER agrees to pay discount points not to exceed _____ % of the loan amount.

79 Other financing conditions _____
80 _____
81 _____

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

93
94 **PRORATIONS/OTHER COSTS:** Real estate taxes, flood insurance premium if assumed, rents, condominium dues, assessments, and/or other
95 dues owed to homeowners associations and the like for the current year are to be prorated through the date of the Act of Sale. Act of Sale costs,
96 abstracting costs, title search, title insurance and other costs required to obtain financing, shall be paid by the BUYER, unless otherwise stated
97 herein. All necessary tax, mortgage, conveyance, release certificates or cancellations and the SELLER closing fees, if any, shall be paid by the
98 SELLER. The SELLER shall pay all previous years' taxes, assessments, condominium dues, and/or dues owed to homeowners associations
99 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
100 of the date of the Act of Sale, are to be paid by the SELLER.



101 **APPRAISAL:** This sale is NOT conditioned on appraisal. This sale IS conditioned on the appraisal of the Property being not less than
102 the Sale Price. The SELLER agrees to provide the utilities and access for appraisals ~~and access~~. If the appraised value of the Property is equal
103 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
104 Sale Price, the BUYER shall provide the SELLER with a copy of the appraisal within _____ (#____)calendar days of receipt of same, along
105 with the BUYER'S written request for the SELLER to reduce the Sale Price. Within _____ (#____) calendar days after the SELLER'S
106 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
107 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
108 a new Sale Price.

109
110 **DEPOSIT:** Upon acceptance of this offer, or any attached counter offer, the SELLER and the BUYER shall be bound by all terms and conditions
111 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
112 deposit (the "Deposit") in the amount of _____ (\$_____) or _____ (____%) of the Sale Price to be
113 paid in the form of:

- 114 Cash _____ (\$_____) Certified Funds _____ (\$_____)
115 Check _____ (\$_____) Electronic Transfer (EFT) _____ (\$_____)
116 No Deposit

117 The Deposit shall be held by. Listing Broker Selling Broker Third Party Other _____

118
119 **DEPOSIT HELD BY THIRD PARTY:** Louisiana Administrative Code Article Title 46, Part LXVII Section 2717 requires that funds received
120 in a real estate sales transaction shall be deposited in the appropriate sales escrow checking account, rental trust checking account
121 or security deposit trust checking account of the listing or managing broker ("Broker") unless all parties having an interest in the
122 funds have agreed otherwise in writing. I agree to have the Deposit related to this transaction to be held by a third party and not in a
123 sales escrow account maintained by the Broker. I understand that the Louisiana Real Estate Commission may not have jurisdiction
124 over those third parties holding the funds. I have read the attached addendum and acknowledge the Broker is not legally required to
125 disburse a security deposit in accordance with LAC 46:LXVII.2901 when a third party holds the Deposit.

126
127 **BUYER** _____
128 BUYER _____
129 BUYER _____
130 BUYER _____

127 **SELLER** _____
128 SELLER _____
129 SELLER _____
130 SELLER _____

131
132 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
133 with the rules of the Louisiana Real Estate Commission in a federally insured banking or savings and loan institution without responsibility on the
134 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
135 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
136 Regulations set forth by the Louisiana Real Estate Commission.

137
138 **RETURN OF DEPOSIT:** The Deposit shall be returned to the BUYER and this Agreement declared null and void without demand in consequence
139 of the following events:

- 140
141 1) If this Agreement is declared null and void by the BUYER during the inspection and due diligence period as set forth in lines ~~167-195~~ through
142 ~~200-201~~ of this Agreement;
- 143
144 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 ~~72-88~~ through
145 ~~85-92~~ of this Agreement, but only if the BUYER has made good faith efforts to obtain the loan;
- 146
147 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
148 ~~80-88~~ through 92.
- 149
150 4) 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
151 Price as set forth in lines ~~97-101~~ through ~~105-108~~ of this Agreement;
- 152



- 153 5) If the BUYER timely terminates the Agreement after having received the leases or assessments, as set forth in lines ~~149-165~~ through ~~154-169~~
- 154 of this Agreement;
- 155
- 156 6) If the SELLER is unable to timely deliver to the BUYER an approved sewerage and/or water inspection report as set forth in lines ~~202-251~~
- 157 through ~~244-261~~;
- 158
- 159 7) If the SELLER chooses not to repair or replace the sewer system(s) servicing the Property as per the SEPTIC/WATER WELL ADDENDUM,
- 160 and the BUYER terminates the agreement as a result thereof;
- 161
- 162 8) If the SELLER chooses not to repair or replace the private water well system(s) as per the SEPTIC/WATER WELL ADDENDUM, and the
- 163 BUYER terminates the agreement as a result thereof;
- 164

165 **LEASES/SPECIAL ASSESSMENTS:** The sale is conditioned upon the BUYER'S receipt of a copy of all written leases, excluding mineral leases,

166 and unpaid special assessments from the SELLER **within five calendar** days of acceptance of the Agreement. Special assessments shall mean

167 an assessment levied on Property to pay the cost of local improvements imposed by local governmental/governing authority. The BUYER will

168 have **five calendar days** after receipt of the aforementioned documents to notify the SELLER whether they are acceptable to the BUYER.

169 Security deposits, keys/access and leases are to be transferred to the BUYER at Act of Sale.

170

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

- 172
- 173 A new home construction addendum, with additional terms and conditions, is attached.
- 174
- 175 There is no new home construction addendum.
- 176

177 **INSPECTION AND DUE DILIGENCE PERIOD PROPERTY CONDITION:**

178 THE BUYER ACKNOWLEDGES THAT THE SALE PRICE OF THE PROPERTY WAS NEGOTIATED BASED UPON THE PROPERTY'S APPARENT

179 CURRENT CONDITION; ACCORDINGLY, THE SELLER IS NOT OBLIGATED TO MAKE REPAIRS TO THE PROPERTY, INCLUDING REPAIRS

180 REQUIRED BY THE LENDER UNLESS OTHERWISE STATED HEREIN. THE SELLER IS RESPONSIBLE FOR MAINTAINING THE PROPERTY IN

181 SUBSTANTIALLY THE SAME OR BETTER CONDITION AS IT WAS WHEN THE AGREEMENT WAS FULLY EXECUTED.

182

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

183 **DUE DILIGENCE PERIOD AND INSPECTION PERIOD:**

184 If acceptance or this Agreement occurs, the BUYER shall have a Due Diligence and Inspection Period (hereinafter "DDI Period")

185 commencing on the first day after acceptance of this Agreement and expiring (____) (#, _____) calendar days

186 after commencement OR upon the date and time the BUYER's Request to the SELLER is received as set forth in line 216 whichever is

187 earlier. The SELLER agrees to provide the utilities for any due diligence and inspections and immediate access to the Property. The inspection

188 and due diligence period will be extended by the same number of days that the BUYER is not granted immediate access to the Property or all

189 utilities are not provided by the SELLER.

190

191 **Effect of BUYER'S Failure to Timely Provide Written Termination or BUYER'S Request:** Failure of the BUYER to timely provide written

192 notice of termination or a written BUYER'S Request as described in lines 202 through 250 below prior to the expiration of the DDI Period shall

193 be deemed as acceptance by the BUYER of the Property's current condition.

194

195 **DDI Period Activities:** During the inspection and due diligence period the BUYER may, at the BUYER'S expense, have any inspections made

196 by experts or others of his choosing. Such physical inspections may include, but are not limited to. inspections for termites and other wood

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197 destroying insects, and/or damage from same, molds, and fungi hazards, and analysis of synthetic stucco, drywall, appliances, structures,
198 foundations, roof, heating, cooling, electrical, plumbing systems, utility and sewer, including but not limited to septic tanks and pump grinder
199 systems availability and condition, out-buildings, and square footage. Other due diligence by the BUYER may include, but is not limited to
200 investigation into the Property's school district, insurability, flood zone classifications, current zoning and/or subdivision restrictive covenants
201 and any items addressed in the SELLER'S Property Disclosure Document. All testing shall be nondestructive testing.

202 **BUYER'S OPTIONS PRIOR TO THE EXPIRATION OF THE DDI PERIOD:** If the BUYER is not satisfied with the condition of the Property or
203 the results of the BUYER'S due diligence or investigation, the BUYER may choose one of the following options prior to the expiration of the DDI
204 Period:

205
206 **OPTION 1:**

207
208 A. The BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void. ~~or~~

209
210 Effect of the BUYER'S Termination the Agreement pursuant to Option 1: If the BUYER elects to terminate this Agreement in writing, the
211 Agreement shall be automatically ipso facto null and void with no further action required by either party except for return of Deposit to the
212 BUYER.

213
214 **OPTION 2:**

215
216 A. The BUYER may present a single, complete written list to the Seller of the deficiencies and desired remedies ("BUYER'S Request").

217
218 B. If the BUYER selects Option 2, the following process shall apply:

219
220 1. (a) SELLER'S Response to BUYER'S Request: If provided a BUYER'S REQUEST, the SELLER shall respond in writing as to
221 the SELLER'S willingness to or refusal to remedy any deficiencies identified in the BUYER's Request. Seller's written response shall
222 be provided to the BUYER **within 72 hours** of receipt of the BUYER's Request ("SELLER'S Response").

223
224 (b) Effect of SELLER'S Failure to Timely Respond to the BUYER'S Request: If the SELLER fails to timely respond to the
225 BUYER'S Request in writing within the required time frame, then the BUYER shall have **72 hours** from when the SELLER'S Response
226 was due to notify the SELLER in writing that the BUYER will:

- 227
228 (i) accept the Property in its current condition; or
229 (ii) elect to terminate this Agreement.

230
231 (c) Effect of the BUYER'S Failure to Timely Respond to SELLER'S Failure to Timely Respond: If the BUYER fails to provide
232 this notice (lines 224 through 229) in writing within the required time frame, the Agreement shall be automatically, with no further action
233 required by either party, ipso facto null and void except for return of Deposit to the BUYER.

234
235 2. (a) BUYER'S Response to SELLER'S Response: Should the SELLER in the SELLER'S Response refuse to remedy any or
236 all the deficiencies listed by the BUYER, then the BUYER shall have **72 hours** from receipt of the SELLER'S Response or **72 hours**
237 from the date that the SELLER'S Response was due, whichever is earlier, to take one of the following actions ("BUYER'S Response").
238 The BUYER'S Response shall be provided to the SELLER in writing.

- 239
240 (i) accept the SELLER'S Response to the BUYER'S Request, or
241 (ii) accept the Property in its current condition, or
242 (iii) to elect to terminate this Agreement in writing which shall automatically make the Agreement ipso facto null and void with no
243 further action required by either party except for the return of Deposit to the BUYER.

244
245 (b) Effect of BUYER'S Failure to Timely Respond to SELLER'S Response: If the BUYER fails to respond to the SELLER'S
246 Response within the time specified, then the Agreement shall be automatically, with no further action required by either party, ipso
247 facto null and void except for return of Deposit to the BUYER.

248
249 Upon receipt of the written BUYER'S Response to the SELLER'S Response, the SELLER shall not be required to remedy any additional
250 deficiencies requested by the BUYER unless the parties enter into an additional agreement in writing.



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

~~Should the SELLER in the SELLER'S Response refuse to remedy any or all of the deficiencies listed by the BUYER, then the BUYER shall have seventy two (72) hours from the date of the SELLER'S Response or seventy two (72) hours from the date that the SELLER'S Response was due, whichever is earlier, to: (a) accept the SELLER'S Response to the BUYER'S written requests or (b) accept the Property in its current condition, or (c) to elect to terminate this Agreement. The BUYER'S response shall be in writing. Upon the BUYER'S failure to respond to the SELLER'S Response by the time specified or the BUYER'S electing, in writing, to terminate this Agreement, the Agreement shall be automatically, with no further action required by either party, ipso facto null and void except for return of Deposit to the BUYER.~~

~~FAILURE TO GIVE WRITTEN NOTICE OF EITHER TERMINATION OR DEFICIENCIES AND DESIRED REMEDIES TO THE SELLER (OR THE SELLER'S DESIGNATED AGENT) AS SET FORTH IN LINES 161 THROUGH 180, WITHIN THE INSPECTION AND DUE DILIGENCE PERIOD SHALL BE DEEMED AS ACCEPTANCE BY THE BUYER OF THE PROPERTY'S CURRENT CONDITION.~~

251 **PRIVATE WATER/SEWERAGE:**

- 252
- 253 There is/are _____ (# _____) private water system(s) servicing only the primary residence, and the attached private
- 254 Septic/Water Addendum inspections shall include only the system(s) supplying service to the primary residence.
- 255
- 256 There is/are _____ (# _____) private septic/treatment system(s) servicing only the primary residence and the attached private
- 257 Septic/Water Addendum inspections shall include only those systems supplying service to the primary residence.
- 258
- 259 There is NO private septic/treatment system(s) servicing only the primary residence.
- 260
- 261 There is NO private water system(s) servicing only the primary residence.
- 262

263 **HOME SERVICE/WARRANTY:**

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

265 _____ (\$ _____) to be paid by the BUYER / the SELLER. Home Service Warranty will be

266 ordered by _____.

~~It is understood that the Agent/Broker may receive compensation from the home warranty company for actual services performed.~~

267 The home service warranty plan does not warrant pre-existing defects and options, and does not supersede or replace any other inspection

268 clause or responsibilities. If neither the BUYER nor the SELLER accepts the home service warranty plan, they declare that they have been made

269 aware of the existence of such a plan, and further declare that they hold the Broker and Agents harmless from any responsibility or liability due

270 to their rejection of such a plan.

271

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

273

- 274 A. SALE WITH WARRANTIES: The SELLER and the BUYER acknowledge that this sale shall be with full SELLER warranties as to any
- 275 claims or causes of action including but not limited to redhibition pursuant to Louisiana Civil Code Article 2520, et seq. ~~and Article 2541, et seq.~~
- 276
- 277 B. SALE "AS IS" WITHOUT WARRANTIES: The SELLER and the BUYER hereby acknowledge and recognize that the Property being sold
- 278 and purchased is to be transferred in "as is" condition and further the BUYER does hereby waive, relieve and release the SELLER from any
- 279 claims or causes of action for redhibition pursuant to Louisiana Civil Code Article 2520, et seq. and Article 2541, et seq. or for reduction of Sale
- 280 Price pursuant to Louisiana Civil Code Article 2541, et seq. Additionally, the BUYER acknowledges that this sale is made without warranty of
- 281 fitness for ordinary or particular use pursuant to Louisiana Civil Code Article 2524. The SELLER and the BUYER agree that this clause shall be
- 282 made a part of the Act of Sale.
- 283
- 284 C. NEW HOME WARRANTIES. Notwithstanding lines ~~223-274~~ through ~~233-282~~ and irrespective of whether A or B above is checked, if the
- 285 Property is a new construction, the parties agree that neither A or B will apply but instead the provisions of the New Home Warranty Act (LA R.S.
- 286 9:3141 et seq.) shall apply. The warranty of condition of this Property is governed by the New Home Warranty Act if a home on the Property is
- 287 a "home" as defined in the New Home Warranty Act.
- 288

289 **MERCHANTABLE TITLE/CURATIVE WORK:** The SELLER shall deliver to the BUYER a merchantable title at the SELLER'S costs (see lines

290 ~~244-94~~ through ~~246100~~). In the event curative work in connection with the title to the Property is required or is a requirement for obtaining the

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291 loan(s) upon which this Agreement is conditioned, the parties agree to and do extend the date for passing the Act of Sale to a date not more
292 than _____ (#) calendar days from the date of the Act of Sale stated herein. The SELLER'S title shall be merchantable and free of all
293 liens and encumbrances except those that can be satisfied at Act of Sale. All costs and fees required to make title merchantable shall be paid
294 by the SELLER. The SELLER shall make good faith efforts to deliver merchantable title. The SELLER'S inability to deliver merchantable title
295 within the time stipulated herein shall render this Agreement null and void, reserving unto the BUYER the right to demand the return of the
296 Deposit and to recover from the SELLER actual costs incurred in processing of sale as well as legal fees incurred by the BUYER.

297
298 **FINAL WALK THROUGH:** The BUYER shall have the right to re-inspect the Property within five calendar days prior to the Act of Sale, or
299 occupancy, whichever will occur first in order to determine if the Property is in the same or better condition as it was at the initial inspection(s)
300 and to insure all agreed upon repairs have been completed. The SELLER agrees to provide utilities for the final walk through and immediate
301 access to the Property.

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

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

307
308 Further, the BUYER shall be entitled to the return of the Deposit. The prevailing party to any litigation brought to enforce any provision of this
309 Agreement shall be awarded their attorney fees and costs. The SELLER may also be liable for Broker fees.

310
311 **DEFAULT OF AGREEMENT BY BUYER:** In the event of any default of this Agreement by the BUYER, the SELLER shall have at the SELLER'S
312 option the right to declare this Agreement null and void with no further demand, or to demand and sue for any of the following:

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

316
317 Further, the SELLER shall be entitled to retain the Deposit. The prevailing party to any litigation brought to enforce any provision of this Agreement
318 shall be awarded their attorney fees and costs. The BUYER may also be liable for Broker fees.

319
320 **MOLD RELATED HAZARDS NOTICE:** An informational pamphlet regarding common mold related hazards that can affect real property is
321 available at the EPA website <http://www.epa.gov/iaq/molds/index.html>. By initialing this page of the Agreement, the BUYER acknowledges that
322 the real estate agent has provided the BUYER with the EPA website enabling the BUYER to obtain information regarding common mold related
323 hazards.

324
325 **OFFENDER NOTIFICATION:** The Louisiana State Police maintains the State Sex Offender and Child Predator Registry through the Louisiana
326 Bureau of Criminal Identification and Information. It is a public access database of the locations of individuals who are required to register
327 pursuant to LA R.S. 15:540, et seq. The website for the database is <http://www.lsp.org/socpr/default.html>. Sheriff and police departments serving
328 jurisdictions of 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0551 ~~or 1-225-925-6100~~. Send written
329 inquiries to Post Office Box 66614, Box A-6, Baton Rouge, Louisiana 70896.

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

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

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

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340 **ADDITIONAL TERMS AND CONDITIONS:**

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BUYER'S Initials BUYER'S Initials Page 8 of 10 SELLER'S Initials SELLER'S Initials
BUYER'S Initials BUYER'S Initials SELLER'S Initials SELLER'S Initials



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

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

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

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

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

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

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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.

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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) email, 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 361 through 370; or (c) or 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.~~



PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

~~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 be delivered to the following address:~~

~~BUYER's Agent email address(es) _____~~

~~The SELLER further authorizes his or her agent to electronically deliver notices and other communications to the email address he or she provide to his or her agent. Furthermore, the Seller authorizes the Buyer's agent to electronically deliver notices and communications to be delivered to the following address:~~

~~SELLER's Agent email address(es) _____~~

~~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.~~

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

396
397 **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties, and any other agreements not incorporated
398 herein in writing are void and of no force and effect.

399 **EXPIRATION OF OFFER:**
400 This offer is binding and irrevocable until _____, 20__ at _____ AM PM NOON. The Acceptance of this offer
401 must be communicated to the offering party by the deadline stated on [line 400](#) to be binding and effective.

X _____ X _____
 Buyer's-/ Seller's Signature Buyer's-/ Seller's Signature

X _____ X _____
 Buyer's-/ Seller's Signature Buyer's-/ Seller's Signature

Date/Time ~~AM~~ ~~PM~~ ~~AM~~ ~~PM~~ ~~NOON~~ AM PM NOON

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

This offer was presented to the ~~Seller~~ Buyer by Seller Buyer by _____

Day/ Date/ Time ~~AM~~ ~~PM~~ ~~NOON~~ AM PM NOON

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

X _____ X _____
 Buyer's-/ Seller's Signature Buyer's-/ Seller's Signature

X _____ X _____
 Buyer's-/ Seller's Signature Buyer's-/ Seller's Signature



Date/Time ~~AM~~ ~~PM~~ ~~AM~~ ~~PM~~ ~~NOON~~

Date/Time ~~AM~~ ~~PM~~ ~~AM~~ ~~PM~~ ~~NOON~~

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

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

This offer was presented to the ~~Seller~~ ~~Buyer by~~ ~~Seller~~ ~~Buyer by~~

Day/ Date/ Time ~~AM~~ ~~PM~~ ~~NOON~~ ~~AM~~ ~~PM~~ ~~NOON~~

This redline is intended to reflect the significant additions and deletions between the 2019 Louisiana Residential Agreement to Buy or Sell and the 2022 Louisiana Residential Agreement to Buy or Sell. This redline is not a word by word comparison of the two documents.

