

Listing Firm _____			Selling Firm _____		
<input type="checkbox"/>			<input type="checkbox"/>		
Dual Agent					
Seller's Designated Agent _____			Buyer's Designated Agent _____		
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 Listing Agent _____			Day _____	Date _____	Time _____ AM/PM

LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL

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 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: _____

MINERAL RIGHTS: If SELLER transfers any mineral rights, they are to be transferred without warranty and the SELLER shall waive any right to use the surface for any such reserved mineral activity or use.

_____% mineral rights owned by SELLER are to be reserved by 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 BUYER, on or before _____, 20____. At closing, BUYER must provide "good funds" if required by Louisiana statute LA R.S. 22:2092.2 *et seq.* Any change of the date for execution of the Act of Sale must be mutually agreed upon in writing and signed by SELLER and BUYER. Security deposits and keys are to be transferred to BUYER at Act of Sale.

BUYER'S Initials _____

SELLER'S Initials _____



Property address, street, city, state zip

44 **OCCUPANCY:** Occupancy/possession is to be granted at Act of Sale or on:
45 _____ at _____ A.M. /P.M.
46

47 **CONTINGENCY FOR SALE OF BUYER'S OTHER PROPERTY:** This sale is contingent on the sale of other
48 property by the BUYER and the attached contingency clause addendum shall apply. This sale is not
49 contingent upon the sale of other property by the BUYER nor is the loan needed by the BUYER to obtain the Sale
50 Price contingent on the BUYER'S sale of any property.
51

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

54 **FINANCED SALE:** This sale is conditioned upon the ability of BUYER to borrow with this Property as security
55 for the loan the sum of \$ _____ or _____% of the Sale
56 Price by a mortgage loan or loans at an initial interest rate not to exceed _____% per annum, interest and
57 principal, amortized over a period of not less than _____ years, payable in monthly installments or on any other
58 terms as may be acceptable to BUYER provided that these terms do not increase the cost, fees or expenses to
59 SELLER. Fees paid by SELLER that are required by lender, if any, shall not exceed
60 \$ _____. BUYER agrees to pay discount points not to exceed _____% of the loan amount.
61 Other financing conditions: _____
62 _____
63 _____
64

65 In the event BUYER is not able to secure financing, SELLER reserves the right to provide all or part of mortgage
66 loan(s) under the terms set forth above. The BUYER acknowledges and warrants that he has available the funds
67 which may be required to complete the sale of the Property including, but not limited to, the deposit, the down
68 payment, closing costs, pre-paid items, and other expenses. BUYER agrees to make good faith application, which
69 includes ordering and paying for an appraisal and credit report if required for loan approval, within _____ calendar
70 days of acceptance of this offer or any counteroffer and written proof from the lender that the application has been
71 made shall be supplied by BUYER to the SELLER. Written commitment by the lender to make loan(s), without
72 contingencies except subject to approval of title and other contingencies normally imposed by lender excluding
73 ordering appraisal and credit report, shall be obtained by BUYER and shall constitute final loan approval. Final
74 loan approval shall be obtained on or prior to _____. Any extension of this date shall be in
75 writing and shall be signed by all parties. BUYER authorizes and instructs lender to release to SELLER or
76 SELLER'S Broker or Designated Agent, written verification of the loan application and final loan approval.
77

78 **APPRAISAL:** This sale is NOT conditioned on appraisal. This sale IS conditioned on the appraisal of the
79 Property being not less than the Sale Price. If the appraised value of the Property is equal to or greater than the
80 Sale Price, the BUYER shall pay the Sale Price agreed upon prior to the appraisal. If the appraised value is less
81 than the Sale Price, BUYER shall immediately provide written notification to SELLER of appraised value and
82 BUYER'S request for SELLER to reduce the Sale Price. Within _____ (_____) calendar
83 days after SELLER'S receipt of such written notification of the appraised value, BUYER shall have the option to
84 pay the Sale Price agreed upon prior to the appraisal or to void this Agreement unless SELLER agrees in writing
85 to reduce the Sale Price to the appraised value or all parties agree to a new Sale Price.
86

87 **DEPOSIT:** Upon acceptance of this offer, SELLER and BUYER shall be bound by all terms and conditions of this
88 Agreement, and BUYER or BUYER'S agent will deliver immediately upon notice of acceptance of the offer a
89 deposit (the "Deposit") in the amount of \$ _____ or _____% of the Sale Price to be
90 paid in the form of:

91 Cash \$ _____

92 Check \$ _____

93 Promissory Note \$ _____

94 The Deposit shall be held by _____.
95

96 Failure to deliver the Deposit shall be considered a breach of this Agreement. If the Deposit is held by a Broker, it
97 must be held in accordance with the rules of the Louisiana Real Estate Commission in a federally insured banking
98 or savings and loan institution without responsibility on the part of the Broker in the case of failure or suspension
99 of such institution. In the event the parties fail to execute an Act of Sale by date specified herein, and/or a dispute
100 arises as to ownership of, or entitlement to, the Deposit or funds held in escrow, the Broker shall abide by the
101 Rules and Regulations set forth by the Louisiana Real Estate Commission governing such matters.
102

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

BUYER'S Initials _____

SELLER'S Initials _____



Property address, street, city, state zip

- 105 1) If this Agreement is declared null and void by BUYER during the inspection period as set forth in lines 135
- 106 through 150 of this Agreement;
- 107 2) If this Agreement is subject to BUYER'S ability to obtain a loan and the loan is not obtained by the date set
- 108 forth in lines 68 through 74 of this Agreement but only if the BUYER has made timely application for the loan and
- 109 made good faith efforts to obtain the loan;
- 110 3) If the BUYER conditions the Sale Price on an appraisal and the appraisal is less than the Sale Price and the
- 111 SELLER will not reduce the Sale Price as set forth in lines 78 through 85 of this Agreement;
- 112 4) If the BUYER does not accept the leases or special assessments as set forth in lines 205 through 208 of this
- 113 Agreement;
- 114 5) If the SELLER is unable to timely deliver to the BUYER an approved sewerage and/or water inspection report
- 115 as set forth in lines 152 through 158.

116
 117 **INSPECTION AND DUE DILIGENCE:** BUYER ACKNOWLEDGES THAT THE SALE PRICE OF THE
 118 PROPERTY WAS NEGOTIATED BASED UPON THE PROPERTY'S APPARENT CURRENT CONDITION;
 119 ACCORDINGLY, SELLER IS NOT OBLIGATED TO MAKE REPAIRS TO THE PROPERTY, INCLUDING
 120 REPAIRS REQUIRED BY THE LENDER UNLESS OTHERWISE STATED HEREIN. THE SELLER IS
 121 RESPONSIBLE FOR MAINTAINING THE PROPERTY IN SUBSTANTIALLY THE SAME OR BETTER
 122 CONDITION AS IT WAS WHEN THE AGREEMENT WAS FULLY EXECUTED.

123
 124 BUYER shall have an inspection period of (_____) calendar days, commencing the first day after acceptance of
 125 this Agreement wherein, BUYER may, at BUYER'S expense, have any inspections made by experts or others of
 126 his choosing. Such inspections may include, but are not limited to, inspections for termites and other wood
 127 destroying insects, and/or damage from same, molds, and fungi hazards, and analysis of synthetic stucco,
 128 appliances, structures, foundations, roof, heating, cooling, electrical, plumbing systems, utility and sewer
 129 availability and condition, out-buildings, square footage, school district, flood zone classifications, current zoning
 130 and/or subdivision restrictive covenants and any items addressed in the SELLER'S Property Disclosure
 131 Document. All testing shall be nondestructive testing. SELLER agrees to provide the utilities for inspections and
 132 immediate access. If BUYER is not satisfied with the condition of the Property the BUYER may choose one of the
 133 following options within the inspection period:

- 134
- 135 **Option 1:** BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void; or
- 136 **Option 2:** BUYER may indicate in writing the deficiencies and desired remedies and SELLER will within seventy
- 137 two (72) hours respond in writing as to SELLER's willingness to remedy those deficiencies ("SELLER's
- 138 Response").

139
 140 Should SELLER in the SELLER'S Response refuse to remedy any or all of the deficiencies listed by the BUYER,
 141 then BUYER shall have seventy-two (72) hours from the date of SELLER's Response or seventy-two (72) hours
 142 from the date that SELLER's Response was due, whichever is earlier, to: (a) accept SELLER'S Response to
 143 BUYER'S written requests or (b) accept the Property in its current condition, or (c) to elect to terminate this
 144 Agreement. BUYER'S response shall be in writing. Upon BUYER'S failure to respond to the SELLER's Response
 145 by the time specified or BUYER'S electing, in writing, to terminate this Agreement, the Agreement shall be
 146 automatically, with no further action required by either party, ipso facto null and void except for return of Deposit
 147 to the BUYER. FAILURE TO MAKE INSPECTIONS OR TO GIVE WRITTEN NOTICE OF DEFICIENCIES AND
 148 DESIRED REMEDIES TO SELLER (OR SELLER'S DESIGNATED AGENT) AS SET FORTH IN LINES 132
 149 THROUGH 138 WITHIN THE INSPECTION PERIOD SHALL BE DEEMED AS ACCEPTANCE BY BUYER OF
 150 THE PROPERTY'S CURRENT CONDITION.

151
 152 **PRIVATE WATER/SEWERAGE:** In the event there is a private water system or private sewerage system on
 153 the Property, the SELLER shall provide, at SELLER's expense, approval by the appropriate governmental
 154 entity of the private water or sewerage system. An approved sewerage and/or water inspection report will
 155 be issued within thirty (30) days prior to the Act of Sale by the appropriate governmental agency. The
 156 approved inspection and test on the water and/or sewerage system are to be furnished and paid for by
 157 the SELLER. Any private water system or private sewerage system repairs necessary to obtain approved
 158 inspection certificate will be paid by SELLER.

159
 160 **HOME SERVICE/WARRANTY:** A home service/warranty plan will will not be purchased at the closing of
 161 sale at a cost not to exceed \$_____ to be paid by BUYER, SELLER,
 162 Neither, and ordered by _____. It is understood that Agent/Broker may receive
 163 compensation from the home warranty company. The home service warranty plan does not warrant pre-existing
 164 defects and options, and does not supersede or replace any other inspection clause or responsibilities. If neither
 165 BUYER nor SELLER accepts the home service warranty plan, they declare that they have been made aware of
 166 the existence of such a plan, and further declare that they hold the Broker and Agents harmless from any
 167 responsibility or liability due to their rejection of such a plan.

BUYER'S Initials _____ Page 3 of 6 SELLER'S Initials _____



Property address, street, city, state zip

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

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

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

179 C. NEW HOME WARRANTIES. Notwithstanding lines 169 through 178 and irrespective of whether A or B
180 above is checked, if the Property is a new construction, the parties agree that neither A or B will apply but instead
181 the provisions of the New Home Warranty Act (LA R.S. 9:3141 *et seq.*) shall apply. The warranty of condition of
182 this Property is governed by the New Home Warranty Act if a home on the Property is a "home" as defined in the
183 New Home Warranty Act.
184

185 **PRORATIONS/OTHER COSTS:** Real estate taxes, rents, assessments, condominium dues, assessments and/or
186 dues owed to homeowners associations and the like for the current year are to be prorated through the date of
187 the Act of Sale. Act of Sale costs, title insurance and other costs required to obtain financing shall be paid by
188 BUYER, unless otherwise stated herein. All necessary tax, mortgage, conveyance and release certificates or
189 cancellations and SELLER closing fees, if any, shall be paid by SELLER. SELLER shall pay all previous years'
190 taxes, assessments, condominium dues, assessments and/or dues owed to homeowners associations and the
191 like. All special assessments bearing against the Property prior to Act of Sale, other than those to be assumed by
192 written agreement as of the date of the Act of Sale are to be paid by SELLER.
193

194 **MERCHANTABLE TITLE/CURATIVE WORK:** SELLER shall deliver to BUYER a merchantable title at SELLER's
195 costs (see lines 198 through 203). In the event curative work in connection with the title to the Property is required
196 or is a requirement for obtaining the loan(s) upon which this Agreement is conditioned, the parties agree to and do
197 extend the date for passing the Act of Sale to a date not more than _____ (____)
198 calendar days from the date of the Act of Sale stated herein. SELLER's title shall be merchantable and free of all
199 liens and encumbrances except those that can be satisfied at Act of Sale. All costs and fees required to make title
200 merchantable shall be paid by SELLER. SELLER shall make good faith efforts to deliver merchantable title.
201 SELLER's inability to deliver merchantable title within the time stipulated herein shall render this Agreement null
202 and void, reserving unto BUYER the right to demand the return of the Deposit and to recover from SELLER actual
203 costs incurred in processing of sale as well as legal fees incurred by BUYER.
204

205 **LEASES/SPECIAL ASSESSMENTS:** The sale is conditioned upon BUYER'S receipt of a copy of all written
206 leases, excluding mineral leases, and unpaid special assessments from SELLER within five (5) calendar days of
207 acceptance of the Agreement. Special assessments shall mean an assessment levied on Property to pay the cost
208 of local improvements.
209

210 **FINAL WALK THROUGH:** BUYER shall have the right to re-inspect the Property within five (5) days prior to the
211 Act of Sale, or occupancy, whichever will occur first in order to determine if the Property is in the same or better
212 condition as it was at the initial inspection(s) and to insure all agreed upon repairs have been completed. SELLER
213 agrees to provide utilities for the final walk through and immediate access to the Property.
214

215 **DEFAULT OF AGREEMENT BY SELLER:** In the event of any other default of this Agreement by SELLER except
216 as set forth in lines 103 through 115 or lines 200 through 203, BUYER shall at BUYER'S option have the right to
217 declare this Agreement null and void with no further demand, or to demand and/or sue for any of the following:
218 1) Termination of this Agreement;
219 2) Specific performance;
220 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.
221

222 Further, BUYER shall be entitled to the return of the Deposit. The prevailing party to any litigation brought to
223 enforce any provision of this Agreement shall be awarded their attorney fees and costs. The SELLER may also be
224 liable for Broker fees.
225

226 **DEFAULT OF AGREEMENT BY BUYER:** In the event of any other default of this Agreement by BUYER except
227 as set forth in lines 103 through 115, SELLER shall have at SELLER's option the right to declare this Agreement
228 null and void with no further demand, or to demand and sue for any of the following:

BUYER'S Initials _____

SELLER'S Initials _____



Property address, street, city, state zip

229 1) Termination of this Agreement;
230 2) Specific performance;
231 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.
232 Further, SELLER shall be entitled to retain the Deposit. The prevailing party to any litigation brought to enforce
233 any provision of this Agreement shall be awarded their attorney fees and costs. The BUYER may also be liable
234 for Broker fees.

235
236 **MOLD RELATED HAZARDS NOTICE:** An informational pamphlet regarding common mold related hazards that
237 can affect real property is available at the EPA website <http://www.epa.gov/iaq/molds/index.html>. By initialing
238 this page of the Agreement, BUYER acknowledges that the real estate agent has provided BUYER with the EPA
239 website enabling BUYER to obtain information regarding common mold related hazards.

240
241 **OFFENDER NOTIFICATION:** The Louisiana State Police maintains the State Sex Offender and Child Predator
242 Registry through the Louisiana Bureau of Criminal Identification and Information. It is a public access database of
243 the locations of individuals who are required to register pursuant to LA R.S. 15:540 *et seq.* The website for the
244 database is <http://www.lsp.org/socpr/default.html>. Sheriff and police departments serving jurisdictions of
245 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0551 or 1-225-925-6100.
246 Send written inquiries to Post Office Box 66614, Box A-6, Baton Rouge, Louisiana 70896.

247
248 **CHOICE OF LAW:** This Agreement shall be governed by and shall be interpreted in accordance with the laws of
249 the State of Louisiana.

250
251 **DEADLINES:** TIME IS OF THE ESSENCE, and all deadlines are final, except where modifications, changes, or
252 extensions are made in writing and signed by all parties to this Agreement. All "calendar days" as used in this
253 Agreement shall end at 12:00 midnight in Louisiana.

254
255 **ADDITIONAL TERMS AND CONDITIONS:**

256 _____
257 _____
258 _____
259 _____
260 _____

261
262 **ROLES OF BROKERS AND DESIGNATED AGENTS:** Broker(s) and Designated Agent(s) have acted only as
263 real estate brokers to bring the parties together and make no warranty to either party for performance or non
264 performance of any part of this Agreement or for any warranty of any nature unless specifically set forth in writing.
265 Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning Property
266 measurements, square footage, room dimensions, lot size, Property lines or boundaries. Broker(s) and
267 Designated Agent(s) make no representations as to suitability or to a particular use of the Property, and BUYER
268 has or will independently investigate all conditions and characteristics of the Property which are important to
269 BUYER. BUYER is not relying on the Broker(s) nor the Designated Agent(s) to choose a representative to inspect
270 or re-inspect the Property; BUYER understands any representative desired by BUYER may perform this function.
271 In the event Broker/Agent(s) provides names or sources for such advice or assistance, Broker/Agent(s) does not
272 warrant the services of such experts or their products and cannot warrant the condition of Property or interest to
273 be acquired, or guarantee that all defects are disclosed by SELLER(s). Broker/Agent(s) do not investigate the
274 status of permits, zoning, code compliance or restrictive covenants. The Broker(s) and Designated Agent(s)
275 specifically make no warranty whatsoever as to whether or not the Property is situated in or out of the
276 Government's hundred year flood plan or is or would be classified as wetlands by the U.S. Army Corp. of
277 Engineers, or as to the presence of wood destroying insects or damage therefrom. BUYER(s) are to satisfy
278 themselves concerning these issues. Designated Agent shall be an independent contractor for Broker if the
279 conditions as set forth in LA R.S. 37:1446(h) are met.

280
281 **LIST ADDENDA TO BE ATTACHED AND MADE A PART OF THIS AGREEMENT:**

- 282 Contingency for Sale of Buyer's Other Property Addendum
283 Condominium Addendum
284 FHA Amendatory Clause
285 _____
286 _____

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

BUYER'S Initials _____

SELLER'S Initials _____



Property address, street, city, state zip

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

293
294 **ACCEPTANCE:** Acceptance of this Agreement must be in writing. Notice of this acceptance may be
295 communicated by facsimile transmission. The original of this document shall be delivered to the listing Broker's
296 firm. This Agreement and any supplement addendum or modification relating hereto, including any photocopy,
297 facsimile or electronic transmission thereof, may be executed in two or more counterparts, all of which shall
298 constitute one and the same Agreement.

299
300 **CONTRACT:** This is a legally binding contract when signed by both SELLER and BUYER. READ IT
301 CAREFULLY. If you do not understand the effect of any part of this Agreement seek legal advice before signing
302 this contract or attempting to enforce any obligation or remedy provided herein.

303
304 **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties, and any other
305 agreements not incorporated herein in writing are void and of no force and effect.

306
307 **EXPIRATION OF OFFER:**
308 This offer is binding and irrevocable until _____ AM/PM/MIDNIGHT/NOON.

309
310 **X** _____
311 Buyer's/ Seller's Signature Date/Time
312 _____
313 Print Buyer's/Seller's Full Name (First, Middle, Last)
314 _____
315 Street Address
316 _____
317 City, State, Zip
318 _____
319 Last 4-digits of SSN Telephone Number.Cell
320 _____
321 Telephone Number.Home Telephone Number.Work
322 _____
323 E-Mail Address

310 **X** _____
311 Buyer's/ Seller's Signature Date/Time
312 _____
313 Print Buyer's/Seller's Full Name (First, Middle, Last)
314 _____
315 Street Address
316 _____
317 City, State, Zip
318 _____
319 Last 4-digits of SSN Telephone Number.Cell
320 _____
321 Telephone Number.Home Telephone Number.Work
322 _____
323 E-Mail Address

324
325 This offer was presented to the Seller/Buyer by _____ Day/ Date/ Time AM/PM MIDNIGHT/NOON
326

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

328
329 **X** _____
330 Buyer's/ Seller's Signature Date/Time
331 _____
332 Print Buyer's/Seller's Full Name (First, Middle, Last)
333 _____
334 Street Address
335 _____
336 City, State, Zip
337 _____
338 Last 4-digits of SSN Telephone Number.Cell
339 _____
340 Telephone Number.Home Telephone Number.Work
341 _____
342 E-Mail Address

329 **X** _____
330 Buyer's/ Seller's Signature Date/Time
331 _____
332 Print Buyer's/Seller's Full Name (First, Middle, Last)
333 _____
334 Street Address
335 _____
336 City, State, Zip
337 _____
338 Last 4-digits of SSN Telephone Number.Cell
339 _____
340 Telephone Number.Home Telephone Number.Work
341 _____
342 E-Mail Address

343
344 This offer was presented to the Seller/Buyer by _____ Day/ Date/ Time AM/PM MIDNIGHT/NOON
345

346 **PROPERTY AND FLOOD INSURANCE:** It is recommended that the BUYER make good faith application for
347 property and flood insurance, if applicable, on the Property as soon as possible after acceptance of this offer.

348 **PROPERTY DISCLOSURE DOCUMENT:**

349 The SELLER'S completed property disclosure document dated _____ is
350 attached to this offer. The property disclosure agreement is issued pursuant to LA R.S. 9:3196 *et seq.* and was
351 completed in good faith to the best of the SELLER'S knowledge. This document sets forth the minimum
352 disclosure requirements for sellers of residential real estate as to the condition of the Property. THIS DOCUMENT
353 IS NOT TO BE CONSIDERED A WARRANTY BY THE SELLER, AND IT IS NOT TO BE USED AS A
354 SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE BUYER MAY OBTAIN. Nothing in the
355 document precludes the rights or duties of the BUYER to inspect the physical condition of the Property. The
356 property disclosure document is not a part of this Agreement.

357 The SELLER'S completed property disclosure document is **not** attached to this offer.

