

THE TERMS SET FORTH IN THIS AGREEMENT ARE SUPERSEDED AND REPLACED BY ANY AND ALL TERMS SET FORTH IN THE PURCHASE AND SALE AGREEMENT, CONTRACT OF SALE, OR ANY OTHER AGREEMENT FOR THE PURCHASE OF A PROPERTY.

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") <input type="checkbox"/> 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
	N/A		N/A
Email Address		Email Address	
Name of Designated Agent Receiving Agreement	Day ___ N/A ___	Date ___ N/A ___	Time ___ N/A ___ <input type="checkbox"/> AM <input type="checkbox"/> PM
Agreement Transmitted by	<input checked="" type="checkbox"/> electronic <u>DocuSign</u>	<input type="checkbox"/> hand delivery	<input type="checkbox"/> other _____
Signature of Designated Agent Receiving Agreement	Day ___ N/A ___	Date _____	Time ___ N/A ___ <input type="checkbox"/> AM <input type="checkbox"/> PM
Comments	N/A		

Electronic Notice Authorization

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

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

The authorization contained in this Section is not an authorization for the Buyer's agent to communicate directly with the SELLER or a Seller's agent to communicate directly with the BUYER. The BUYER and SELLER agree the use of electronic documents and digital signatures is acceptable and will be treated as originals of the signatures and documents transmitted in this real estate transaction. Specifically, the BUYER and SELLER consent to the use of electronic documents, the electronic transmission of documents, and the use of electronic signatures pertaining to this Agreement, and any supplement addendum or modification relating thereto, including but not limited to any notices, requests, claims, demands and other communications as set forth in the Agreement.

BUYER'S Initials: _____

SELLER'S Initials: _____



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PROPERTY DESCRIPTION: I / We offer and agree to Buy / Sell the property at:

(Municipal Address) _____

City _____; Zip _____; Parish _____ N/A _____; Louisiana,

(Legal Description) See Addendum to Residential Agreement to Buy or Sell, Contract of Sale, or any other agreement for the purchase of this property (the "Addendum").

on lands and grounds measuring approximately (# _____ N/A _____) 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 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 shall remain with the property; be transferred without any warranty; be deemed to have no value; and, shall not be considered as part of the Sale Price:

- _____ None _____
- _____ N/A _____
- _____ N/A _____
- _____ N/A _____
- _____ N/A _____
- _____ N/A _____
- _____ N/A _____

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 this Agreement to Buy or Sell (the "Agreement"), unless otherwise stated herein. (All of the above contained in lines 2 through 26 are collectively referred to herein as the "Property.") The following items are excluded from the Property sold:

Property sold AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS. See Addendum _____

_____ N/A _____

_____ N/A _____

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

_____ zero _____ (____0%) of the mineral rights owned by the SELLER are to be reserved and retained by the SELLER. The SELLER shall waive any right to use the surface for any such reserved and retained mineral activity or use.

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 See Addendum to Residential Agreement to Buy or Sell. _____ (\$ _____ N/A _____) (the "Sale Price").

BUYER'S Initials: _____

SELLER'S Initials: _____



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

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

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

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

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

124 **DEPOSIT:** Upon acceptance of this offer, or any at ached counteroffer, the SELLER and the BUYER shall be bound
 125 by all terms and conditions of this Agreement, and the BUYER or the BUYER'S agent shall deliver **within 72 hours**,
 126 upon notice of acceptance of the offer, the BUYER'S deposit (the "Deposit") in the amount of
 127 _____ N/A _____ (\$ _____ N/A _____) or _____ N/A _____ (_____ N/A _____%) of the Sale Price to be paid in
 128 the form of: See Addendum

129 Cash See Addendum _____ (\$ _____ N/A _____) Certified Funds See Addendum _____ (\$ _____ N/A _____)

130 Check See Addendum _____ (\$ _____ N/A _____) Electronic Transfer See Addendum \$ _____ N/A _____)

131 No Deposit
 132

133 The Deposit shall be held by Listing Broker Selling Broker Other _____ See Addendum _____
 134

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

BUYER'S Initials: _____

SELLER'S Initials: _____



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

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

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

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

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

177 **PROPERTY CONDITION:** THE BUYER ACKNOWLEDGES THAT THE SALE PRICE OF THE PROPERTY WAS NEGOTIATED
 178 BASED UPON THE PROPERTY'S APPARENT CURRENT CONDITION; ACCORDINGLY, THE SELLER IS NOT OBLIGATED
 179 TO MAKE REPAIRS TO THE PROPERTY, INCLUDING REPAIRS REQUIRED BY THE LENDER UNLESS OTHERWISE STATED
 180 HEREIN. THE SELLER IS RESPONSIBLE FOR MAINTAINING THE PROPERTY IN SUBSTANTIALLY THE SAME OR BETTER
 181 CONDITION AS IT WAS WHEN THE AGREEMENT WAS FULLY EXECUTED.
 182

183 **DUE DILIGENCE AND INSPECTION PERIOD:**

184 **If acceptance of this Agreement occurs, the BUYER shall have a Due Diligence and Inspection Period**
 185 **(hereinafter "DDI Period") commencing on the first day after acceptance of this Agreement and expiring**
 186 **_____ Zero _____ (# 0 _____) calendar days after commencement OR upon**
 187 **the date and time the BUYER'S Request to the SELLER is received as set forth in lines 220 through 221,**
 188 **whichever is earlier.** The SELLER agrees to provide the utilities for any due diligence and inspections and

BUYER'S Initials: _____

SELLER'S Initials: _____



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

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

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

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

212 **OPTION 1:**

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

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

219 **OPTION 2:**

220 A. The BUYER may present a single, signed, and complete writ en list to the Seller of the deficiencies and desired
 221 remedies ("BUYER'S Request").
 222

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

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

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

231 (i) accept the Property in its current condition; or

232 (ii) elect to terminate this Agreement.

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

BUYER'S Initials: _____

SELLER'S Initials: _____



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

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

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

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

255 **PRIVATE WATER/SEWERAGE:**

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

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

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

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

268 **HOME SERVICE/WARRANTY:**

269 A home service/warranty plan will / will not be purchased at the closing of sale at a cost not to exceed
 270 _____ N/A _____ (\$_N/A_) to be paid by the
 271 BUYER / the SELLER.
 272

273 Home Service Warranty will be ordered by _____ N/A _____.
 274

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

BUYER'S Initials: _____

SELLER'S Initials: _____



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

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

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

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

298 **MERCHANTABLE TITLE/CURATIVE WORK:** The SELLER shall deliver to the BUYER a merchantable title at
 299 the SELLER'S costs (see lines 97 through 111). If curative work in connection with the title to the Property is
 300 required or is a requirement for obtaining the loan(s) upon which this Agreement is conditioned, the parties
 301 agree to and do extend the date for passing the Act of Sale to a date not more than See Addendum
 302 (#_N/A_) calendar days from the date of the Act of Sale stated herein. The SELLER'S title shall be merchantable
 303 and free of all liens and encumbrances except those that can be satisfied at Act of Sale. All costs and fees
 304 required to make title merchantable shall be paid by the SELLER. The SELLER shall make good faith efforts to
 305 deliver merchantable title. The SELLER'S inability to deliver merchantable title within the time stipulated
 306 herein shall render this Agreement null and void, reserving unto the BUYER the right to demand the return of
 307 the Deposit and to recover from the SELLER actual costs incurred in processing of sale as well as legal fees
 308 incurred by the BUYER.
 309

310 **FINAL WALK THROUGH:** The BUYER shall have the right to re-inspect the Property **within five (5) calendar**
 311 **days** prior to the Act of Sale, or occupancy, whichever will occur first in order to determine if the Property is in
 312 the same or beter condition as it was at the initial inspection(s) and to insure all agreed upon repairs have
 313 been completed. The SELLER agrees to provide utilities for the final walk through and immediate access to the Property.
 314

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

- 318 1) Termination of this Agreement
 319 2) Specific performance
 320 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.
 321

322 Further, the BUYER shall be entitled to the return of the Deposit. The prevailing party to any litigation brought to
 323 enforce any provision of this Agreement shall be awarded their atorney fees and costs. The SELLER may also be
 324 liable for Broker fees.
 325

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

- 1) Termination of this Agreement

BUYER'S Initials: _____

SELLER'S Initials: _____



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

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

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

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

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

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

358 **ADDITIONAL TERMS AND CONDITIONS:** _____ N/A _____
 359 _____ N/A _____
 360 _____ N/A _____
 361 _____ N/A _____
 362 _____ N/A _____
 363 _____ N/A _____
 364 _____ N/A _____
 365 _____ N/A _____
 366 _____ N/A _____
 367 _____ N/A _____
 368

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

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

BUYER'S Initials: _____

SELLER'S Initials: _____



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

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

- 391 Contingency for Sale of the BUYER’S Other Property Addendum Deposit Addendum
 392 Condominium Addendum **X Addendum to Residential**
 393 Private Water/Sewerage Addendum **Agreement to Buy or Sell**
 394 New Construction Addendum N/A

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

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

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

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

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

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

BUYER’S Initials: _____

SELLER’S Initials: _____



422 **EXPIRATION OF OFFER:**

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

427
428 Buyer's/ Seller's Signature _____ Date/Time _____ Buyer's/ Seller's Signature _____ Date/Time _____

429
430 SEE SIGNATURE PAGE - NEXT PAGE SEE SIGNATURE PAGE - NEXT PAGE
431 Print Buyer's/Seller's Full Name (First, Middle, Last) Print Buyer's/Seller's Full Name (First, Middle, Last)

432
433
434 Buyer's/ Seller's Signature _____ Date/Time _____ Buyer's/ Seller's Signature _____ Date/Time _____

435
436 SEE SIGNATURE PAGE - NEXT PAGE SEE SIGNATURE PAGE - NEXT PAGE
437 Print Buyer's/Seller's Full Name (First, Middle, Last) Print Buyer's/Seller's Full Name (First, Middle, Last)

438
439 This offer was presented to the Seller X Buyer by Online Auction Sale

440
441 Day/ Date/ Time AM PM NOON

442
443
444 This offer is: Accepted Rejected (without counter) Countered (see attached counter) by:

445
446
447
448 Buyer's/ Seller's Signature _____ Date/Time _____ Buyer's/ Seller's Signature _____ Date/Time _____

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

452
453 SEE SIGNATURE PAGE - NEXT PAGE SEE SIGNATURE PAGE - NEXT PAGE
454 Buyer's/ Seller's Signature _____ Date/Time _____ Buyer's/ Seller's Signature _____ Date/Time _____

455
456 SEE SIGNATURE PAGE - NEXT PAGE SEE SIGNATURE PAGE - NEXT PAGE
457 Print Buyer's/Seller's Full Name (First, Middle, Last) Print Buyer's/Seller's Full Name (First, Middle, Last)

458
459 This offer was presented to the Seller Buyer by See Addendum

460
461
462 Day/ Date/ Time AM PM NOON

BUYER'S Initials: _____

SELLER'S Initials: _____



PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL
SELLER/BUYER SIGNATURE PAGE

SELLER:

BUYER(S):

SELLER COMPANY NAME

SIGNATURE

SELLER PRINTED NAME

By: _____

PRINTED NAME

Title: _____

Date: _____

Date: _____

SIGNATURE

PRINTED NAME

Date: _____

SAMPLE