

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

176
177 **Option 1:** The BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void;
178 or

179 **Option 2:** The BUYER may indicate in writing the deficiencies and desired remedies and the SELLER will within
180 seventy two (72) hours respond in writing as to the SELLER'S willingness to remedy those deficiencies
181 ("SELLER'S Response").
182

183 Should the SELLER in the SELLER'S Response refuse to remedy any or all of the deficiencies listed by the
184 BUYER, then the BUYER shall have seventy-two (72) hours from the date of the SELLER'S Response or
185 seventy-two (72) hours from the date that the SELLER'S Response was due, whichever is earlier, to: (a) accept
186 the SELLER'S Response to the BUYER'S written requests or (b) accept the Property in its current condition, or (c)
187 to elect to terminate this Agreement. The BUYER'S response shall be in writing. Upon the BUYER'S failure to
188 respond to the SELLER'S Response by the time specified or the BUYER'S electing, in writing, to terminate this
189 Agreement, the Agreement shall be automatically, with no further action required by either party, ipso facto null
190 and void except for return of Deposit to the BUYER.
191

192 FAILURE TO GIVE WRITTEN NOTICE OF EITHER TERMINATION OR DEFICIENCIES AND DESIRED
193 REMEDIES TO THE SELLER (OR THE SELLER'S DESIGNATED AGENT) AS SET FORTH IN LINES 155
194 THROUGH 181 WITHIN THE INSPECTION AND DUE DILIGENCE PERIOD SHALL BE DEEMED AS
195 ACCEPTANCE BY THE BUYER OF THE PROPERTY'S CURRENT CONDITION.
196

197 **PRIVATE WATER/SEWERAGE:**

198 There is/are _____ (____) private water system(s) servicing only the primary residence, and the attached
199 private Septic/Water Addendum inspections shall include only the system(s) supplying service to the primary
200 residence.
201

202 There is/are _____ (____) private septic/treatment system(s) servicing only the primary residence and
203 the attached private Septic/Water Addendum inspections shall include only those systems supplying service to
204 the primary residence.
205

206 There is NO private septic/treatment system(s) servicing only the primary residence.
207

208 **HOME SERVICE/WARRANTY:** A home service/warranty plan will / will not be purchased at the closing of
209 sale at a cost not to exceed \$_____ to be paid by the BUYER / the SELLER. Home Service
210 Warranty will be ordered by _____.
211

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



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

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

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

229 C. NEW HOME WARRANTIES. Notwithstanding lines 218 through 228 and irrespective of whether A or B
230 above is checked, if the Property is a new construction, the parties agree that neither A or B will apply but instead
231 the provisions of the New Home Warranty Act (LA R.S. 9:3141 *et seq.*) shall apply. The warranty of condition of
232 this Property is governed by the New Home Warranty Act if a home on the Property is a "home" as defined in the
233 New Home Warranty Act.
234

235 **MERCHANTABLE TITLE/CURATIVE WORK:** The SELLER shall deliver to the BUYER a merchantable title at
236 the SELLER'S costs (see lines 239 through 241). In the event curative work in connection with the title to the
237 Property is required or is a requirement for obtaining the loan(s) upon which this Agreement is conditioned, the
238 parties agree to and do extend the date for passing the Act of Sale to a date not more than
239 _____ (_____) calendar days from the date of the Act of Sale stated herein. The
240 SELLER'S title shall be merchantable and free of all liens and encumbrances except those that can be satisfied at
241 Act of Sale. All costs and fees required to make title merchantable shall be paid by the SELLER. The SELLER
242 shall make good faith efforts to deliver merchantable title. The SELLER'S inability to deliver merchantable title
243 within the time stipulated herein shall render this Agreement null and void, reserving unto the BUYER the right to
244 demand the return of the Deposit and to recover from the SELLER actual costs incurred in processing of sale as
245 well as legal fees incurred by the BUYER.
246

247 **FINAL WALK THROUGH:** The BUYER shall have the right to re-inspect the Property within five (5) calendar
248 days prior to the Act of Sale, or occupancy, whichever will occur first in order to determine if the Property is in the
249 same or better condition as it was at the initial inspection(s) and to insure all agreed upon repairs have been
250 completed. The SELLER agrees to provide utilities for the final walk through and immediate access to the
251 Property.
252

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

- 256
257 1) Termination of this Agreement; 2) Specific performance; 3) Termination of this Agreement and an amount
258 equal to 10% of the Sale Price as stipulated damages.
259

260 Further, the BUYER shall be entitled to the return of the Deposit. The prevailing party to any litigation brought to
261 enforce any provision of this Agreement shall be awarded their attorney fees and costs. The SELLER may also be
262 liable for Broker fees.
263

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

BUYER'S Initials _____

SELLER'S Initials _____



Property address, street, city, state, zip

Date

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

269
270 Further, the SELLER shall be entitled to retain the Deposit. The prevailing party to any litigation brought to
271 enforce any provision of this Agreement shall be awarded their attorney fees and costs. The BUYER may also be
272 liable for Broker fees.

273
274 **MOLD RELATED HAZARDS NOTICE:** An informational pamphlet regarding common mold related hazards that
275 can affect real property is available at the EPA website <http://www.epa.gov/iaq/molds/index.html>. By initialing
276 this page of the Agreement, the BUYER acknowledges that the real estate agent has provided the BUYER with
277 the EPA website enabling the BUYER to obtain information regarding common mold related hazards.

278
279 **OFFENDER NOTIFICATION:** The Louisiana State Police maintains the State Sex Offender and Child Predator
280 Registry through the Louisiana Bureau of Criminal Identification and Information. It is a public access database of
281 the locations of individuals who are required to register pursuant to LA R.S. 15:540, et seq. The website for the
282 database is <http://www.lsp.org/socpr/default.html>. Sheriff and police departments serving jurisdictions of
283 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0551 or 1-225-925-6100.
284 Send written inquiries to Post Office Box 66614, Box A-6, Baton Rouge, Louisiana 70896.

285
286 **CHOICE OF LAW:** This Agreement shall be governed by and shall be interpreted in accordance with the laws of
287 the State of Louisiana.

288
289 **DEADLINES:** TIME IS OF THE ESSENCE and all deadlines are final, except where modifications, changes, or
290 extensions are made in writing and signed by all parties to this Agreement. All "calendar days" as used in this
291 Agreement shall end at 11:59 p.m. in Louisiana.

292
293 **ADDITIONAL TERMS AND CONDITIONS:**

294 _____
295 _____
296 _____
297 _____
298 _____
299 _____

300
301 **ROLES OF BROKERS AND DESIGNATED AGENTS:** Broker(s) and Designated Agent(s) have acted only as
302 real estate brokers to bring the parties together and make no warranty to either party for performance or non
303 performance of any part of this Agreement or for any warranty of any nature unless specifically set forth in writing.

304
305 Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning Property
306 measurements, square footage, room dimensions, lot size, Property lines or boundaries. Broker(s) and
307 Designated Agent(s) make no representations as to suitability or to a particular use of the Property, and the
308 BUYER has or will independently investigate all conditions and characteristics of the Property which are important
309 to the BUYER. The BUYER is not relying on the Broker or the Designated Agent(s) to choose a representative to
310 inspect or re-inspect the Property; the BUYER understands any representative desired by the BUYER may
311 perform this function. In the event Broker/Agent(s) provides names or sources for such advice or assistance,
312 Broker/Agent(s) does not warrant the services of such experts or their products and cannot warrant the condition
313 of Property or interest to be acquired, or guarantee that all defects are disclosed by the SELLER(S).
314 Broker/Agent(s) do not investigate the status of permits, zoning, code compliance, restrictive covenants, or

BUYER'S Initials _____

SELLER'S Initials _____



315 insurability. The Broker(s) and Designated Agent(s) specifically make no warranty whatsoever as to whether or
316 not the Property is situated in or out of the Government's hundred year flood plan or is or would be classified as
317 wetlands by the U.S. Army Corps of Engineers, or as to the presence of wood destroying insects or damage there
318 from. The BUYER(S) are to satisfy themselves concerning these issues. Designated Agent shall be an
319 independent contractor for Broker if the conditions as set forth in LA R.S. 37:1446(h) are met.
320

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

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

326
327 If any of the pre-printed portions of this Agreement vary or are in conflict with any additional or modified terms on
328 blanks provided in this form or Addendum attached to this Agreement, the additional, modified or Addendum
329 provisions control.
330

331 **SINGULAR – PLURAL USE:** Wherever the word BUYER or the word SELLER occurs in this Agreement or is
332 referred to, the same shall be construed as singular or plural, masculine or feminine or neuter, as the case may
333 be.
334

335 **ACCEPTANCE:** Acceptance of this Agreement must be in writing. This agreement may be executed by use of
336 electronic signatures, in accordance with the Louisiana Uniform Electronic Transaction Act. The original of this
337 Agreement shall be delivered to the listing Broker's firm. This Agreement and any supplement addendum or
338 modification relating hereto, including any photocopy, facsimile or electronic transmission thereof, may be
339 executed in two or more counterparts, all of which shall constitute one and the same Agreement.
340

341 **NOTICES AND OTHER COMMUNICATIONS:** All notices, requests, claims, demands, and other communications
342 related to or required by this Agreement shall be in writing. Notices permitted or required to be given (excluding
343 service of process) shall be deemed sufficient if delivered by (a) mail, (b) hand delivery; (c) overnight delivery; (d)
344 facsimile, (e) e-mail, or (f) other e-signature transmissions addressed to the respective addresses of the parties
345 as (a) written on the first page of this Agreement; (b) as designated below on lines 357 through 365; or (c) at such
346 other addresses as the respective parties may designate by written notice.
347

348 The BUYER and SELLER agree the use of electronic documents and digital signatures is acceptable and will be
349 treated as originals of the signatures and documents transmitted in the above referenced real estate transaction.
350 Specifically, the BUYER and SELLER consent to the use of electronic documents, the electronic transmission of
351 documents, and the use of electronic signatures pertaining to this Agreement, and any supplement addendum or
352 modification relating thereto, including but not limited to any notices, requests, claims, demands and other
353 communications as set forth in the Agreement.

354 The BUYER further authorizes notices and other communications to be delivered electronically to the following
355 address(es):

356 BUYER address(es): _____

357 With a copy to:

358 BUYER's Agent address(es): _____
359



Property address, street, city, state, zip

Date

360 The SELLER further authorizes notices and other communications to be delivered electronically to the
361 following address(es):

362
363 SELLER address(es): _____

364 With a copy to:
365 SELLER's Agent address(es): _____

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

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

373 **EXPIRATION OF OFFER:**

374 This offer is binding and irrevocable until _____, 20____ at _____ AM PM MIDNIGHT NOON.
375 The Acceptance of this offer must be communicated to the offering party by the deadline stated on line 374 to be
376 binding and effective.

377
378 **X** _____
379 Buyer's / Seller's Signature Date/Time AM PM
380
381 Print Buyer's/Seller's Full Name (First, Middle, Last)
382 _____
383 Street Address
384 _____
385 City, State, Zip
386 _____
387 Telephone Number.Cell
388 _____
389 Telephone Number.Home Telephone Number.Work
390 _____
391 E-Mail Address
392 _____

377
378 **X** _____
379 Buyer's / Seller's Signature Date/Time AM PM
380
381 Print Buyer's/Seller's Full Name (First, Middle, Last)
382 _____
383 Street Address
384 _____
385 City, State, Zip
386 _____
387 Telephone Number.Cell
388 _____
389 Telephone Number.Home Telephone Number.Work
390 _____
391 E-Mail Address
392 _____

393 This offer was presented to the Seller Buyer by _____ Day/ Date/ Time AM PM MIDNIGHT NOON
394
395

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

397
398 **X** _____
399 Buyer's / Seller's Signature Date/Time AM PM
400
401 Print Buyer's/Seller's Full Name (First, Middle, Last)
402 _____
403 Street Address
404 _____
405 City, State, Zip
406 _____
407 Telephone Number.Cell
408 _____
409 Telephone Number.Home Telephone Number.Work
410 _____
411 E-Mail Address
412 _____

397
398 **X** _____
399 Buyer's / Seller's Signature Date/Time AM PM
400
401 Print Buyer's/Seller's Full Name (First, Middle, Last)
402 _____
403 Street Address
404 _____
405 City, State, Zip
406 _____
407 Telephone Number.Cell
408 _____
409 Telephone Number.Home Telephone Number.Work
410 _____
411 E-Mail Address
412 _____

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

