



AGREEMENT TO PURCHASE AND SELL

Date _____



1 _____
 2 Listing Broker (Firm) _____ Designated Agent _____
 3 Office Phone: _____ MLS Office ID# _____ Other Phone: _____
 4 Fax Phone: _____ E-Mail _____
 5 _____
 6 Selling Broker (Firm) _____ Designated Agent _____
 7 Office Phone: _____ MLS Office ID# _____ Other Phone: _____
 8 Fax Phone: _____ E-Mail _____

9 Property located at (Municipal Address) _____ City _____
 10 Zip _____ Lot _____ Square/Parcel _____ Subdivision _____
 11 or Legal Description _____ Parish of _____, LA
 12 Land measuring approximately _____ (to be controlled by record title)
 13 Buyer agrees to purchase and Seller agrees to sell the property described above for the sum of \$ _____
 14 subject to any valid restrictions, servitudes of record, any zoning ordinances affecting this property. The sale includes all buildings, component parts and other permanently
 15 installed improvements thereon, together with fences, outside TV antennae/satellite dishes, built-in appliances and fixtures, air conditioning window units, ceiling fans
 16 and bathroom mirrors which are in place at the time this agreement is executed, unless otherwise stated herein.
 17 Business day as that term is used in this agreement means any day that is not a Saturday, Sunday, federal or state holiday or day on which any emergency generally
 18 closes governmental agencies locally.

19 **MINERAL RIGHTS: (check one)**
 20 If Seller owns any mineral rights, they are to be conveyed without warranty.
 21 Mineral rights owned by Seller, if any, are to be reserved by the Seller but with waiver of any right to use the surface.
 22 Other: _____

23 **APPRAISAL:** In the event an appraisal is made, this agreement is conditioned upon the appraisal being not less than the purchase price. If the appraisal is less than
 24 the purchase price, Buyer shall have the option to pay the agreed-upon price or to void this agreement unless Seller agrees to reduce the sales price to appraised value
 25 or unless both parties agree to a new sales price within five (5) business days after written notification to Seller of appraised value.

26 **DEPOSIT.** Upon acceptance of this offer, Seller and Buyer shall be bound by all terms and conditions herein, and Buyer will deposit, within _____ business days of
 27 notice of acceptance, with Seller's Designated Agent/Broker ("Broker") a deposit (the "Deposit") in the amount of \$ _____
 28 Failure to do so shall be considered a breach of this Agreement. This Deposit shall not be considered as earnest money and shall be non-interest bearing. The Deposit
 29 shall be held by Listing Broker in an escrow account as required by the Louisiana Real Estate Commission and established in a federally insured banking or savings
 30 and loan institution without responsibility on the part of said Broker in the case of failure or suspension of such institution. Notwithstanding any other provision to this
 31 agreement, including nullity, the Deposit may be disbursed to one of the parties only by written mutual consent of the parties. In the event the parties do not sign such
 32 consent, the Broker shall bear the responsibility for depositing the funds into a court of competent jurisdiction or as directed by the Louisiana Real Estate Commission's
 33 rules and regulations regarding Deposits.

- 34 The Deposit is to be returned to the Buyer in consequence of the following events:
 35 1) If this agreement is declared null and void by the parties due to failure of title to be valid or merchantable and cannot be made so at a reasonable expense;
 36 2) If this agreement is declared null and void by Buyer during the inspection period;
 37 3) If Buyer cancels this agreement due to Seller's refusal to make repairs discovered to be required as a result of Buyer's inspection;
 38 4) If this agreement is terminated due to discovery of structural damage caused by wood destroying insects; or
 39 5) If this agreement is subject to Buyer's ability to obtain a loan and said loan is not obtained, thus rendering this agreement null and void.

40 **TERMS OF SALE: (check only those that apply)**

41 **A. CASH AT ACT OF SALE.** Buyer shall furnish Seller with written verification of availability of purchase funds within five (5) business days of acceptance
 42 of this offer or any counteroffer or this agreement may be declared null and void at option of Seller. If Buyer desires to order an appraisal on the property such
 43 appraisal must be ordered within five (5) business days of acceptance of this Agreement, otherwise the provisions of lines 23-25 are not applicable.

44 **B. CONVENTIONAL FIRST MORTGAGE.** This agreement is subject to Buyer's ability to obtain a **CONVENTIONAL** loan of _____
 45 _____ (amount or percent) or this agreement shall be null and void. Buyer shall make formal application, which includes ordering and paying for appraisal
 46 and credit report, if required for loan approval, within five (5) business days, from date of acceptance of the offer or any counter offer. If Buyer fails to make
 47 formal application, Seller may declare this agreement null and void by written notification. Buyer shall obtain evidence in writing from Buyer's lender reflecting
 48 approval of Buyer's loan and provide a copy of said evidence to the Listing Broker on or before _____. Buyer warrants that Buyer shall
 49 be able to pay to Seller at Closing the amount of \$ _____ as a down payment on the Purchase Price. Discount
 50 points, if any, charged by the lender shall be paid by Buyer Seller up to a maximum of _____.
 51 **THIS IS A BOND LOAN.**
 52 **THIS IS NOT A BOND LOAN.**

53 **C. FHA OR VA FINANCING.** This agreement is subject to Buyer's ability to obtain a **FHA** Or **VA** loan of _____
 54 _____ (amount or percent) or this agreement shall be null and void. Buyer shall make formal application, which includes ordering and paying for appraisal

Seller(s) Initials: _____ Date _____ / _____ / _____ Time _____
 Buyer(s) Initials: _____ Date _____ / _____ / _____ Time _____

55 Property Address: _____

56 and credit report, if required for loan approval, within five (5) business days, from date of acceptance of this offer or any counter offer. If Buyer fails to make
 57 formal application, Seller may declare this agreement null and void by written notification. Buyer shall obtain evidence in writing from Buyer's lender reflecting
 58 approval of Buyer's loan and provide a copy of said evidence to the Listing Broker on or before _____. Buyer warrants that Buyer
 59 shall be able to pay to Seller at Closing the amount of \$ _____ as a down payment on the Purchase Price.
 60 Discount points, if any, charged by the lender shall be paid by Buyer Seller up to a maximum of _____. Seller mandated fees
 61 required by lender, if any, are not to exceed \$ _____.

62 **THIS IS A BOND LOAN.**
 63 **THIS IS NOT A BOND LOAN.**

64 **FHA AMENDATORY CLAUSE:** It is expressly agreed that notwithstanding any other provisions of this agreement, the buyer shall not be obligated to complete
 65 the purchase of the property described herein or to incur any penalty by forfeiture of a deposit or otherwise unless the buyer has been given, in accordance with
 66 HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender,
 67 setting forth the appraised value of the property of not less than the sales price stated above. The buyer shall have the privilege and option of proceeding with
 68 consummation of the agreement without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum
 69 mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. The buyer should
 70 satisfy himself/herself that the price and condition of the property are acceptable.

71 **FHA NOTICE TO BUYER:** HUD does not warrant the condition of property. It is important for you to have a home inspection performed on the property you
 72 wish to purchase in order to identify any possible defects. Up to \$300.00 of the cost to perform the inspection may be financed into your mortgage. Names of
 73 home inspection companies can be found in the yellow pages of your telephone directory under the heading "Home Inspection Services."

74 **VA AMENDATORY CLAUSE:** It is expressly agreed that, notwithstanding any other provision of this Agreement, the Buyer shall not incur any penalty by
 75 forfeiture of the deposit or otherwise be obligated to complete the purchase of the property described herein if the Agreement purchase price or costs exceeds
 76 the reasonable value of the property established by the Veterans Administration. The Buyer shall, however, have the privilege and option of proceeding with
 77 the consummation of this Agreement without regard to the amount of the reasonable value established by the Veterans Administration.

78 **D. OTHER FINANCING CONDITIONS:**
 79 _____
 80 _____
 81 _____
 82 _____

83 **EXECUTION OF ACT OF SALE.** The act of sale shall be passed before a settlement agent selected by **BUYER** **SELLER ON** _____
 84 _____, 20____, or before with mutual agreement of the parties. Any title insurance policies requested by the buyer, or required by the lender, shall be issued by the
 85 settlement agent. Any extension shall be agreed upon in writing and signed by Seller and Buyer. Act of sale and other costs required to obtain financing shall be paid by
 86 Buyer, unless otherwise stated herein. Costs required to make title merchantable, including all necessary tax, mortgage and release certificates or cancellations, if any,
 87 shall be paid by Seller. Seller's title shall be merchantable and free of all liens and encumbrances except those that can be satisfied at act of sale. In the event bona fide
 88 curative work in connection with title is required by Buyer's lender as a condition of approval of Buyer's loan, whether Seller will warrant title or not, the parties agree to
 89 and do extend the time for passing the sale to a mutually agreeable date within fifteen (15) calendar days following the date set herein for Closing. In the event the title is
 90 not valid or merchantable and cannot be made so at reasonable expense, this agreement may be declared null and void at the option of Buyer. Buyer reserves the right
 91 to recover from Seller the actual costs incurred in processing this sale. If repairs to the Property are required by Buyer's lender as a condition of approval of Buyer's loan
 92 then likewise the time for passing the sale shall be extended to a mutually agreeable date within fifteen (15) calendar days following the date set herein for Closing.

93 **OCCUPANCY.** (check one) Occupancy to be given upon execution of act of sale, or _____ calendar days after execution of act of sale at
 94 _____ a.m./p.m.

95 **PROPERTY DISCLOSURE DOCUMENT.** Seller has provided Buyer with the Property Disclosure Document and Buyer acknowledges that Buyer has reviewed same
 96 and attached a copy hereto. Buyer recognizes and agrees that the Property Disclosure Document shall not be considered a warranty by Seller as to the condition of the
 97 property or fitness for a specific use. The Property Disclosure Document should not be used as a substitute for any inspections or warranties that the Buyer may obtain.

98 **THIS PURCHASE AGREEMENT SHALL NOT BE CONSIDERED AN OFFER AND SHALL BE CONSIDERED INVALID UNLESS THE PROPERTY DISCLOSURE**
 99 **DOCUMENT IS ATTACHED.**

100 Acknowledgment of review and receipt of the Property Disclosure Document: Buyer's Initials: _____

101 **DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS (Initials Required).** The U.S. Department of Housing and
 102 Urban Development requires any Seller of residential real property built prior to 1978 to disclose certain information to Buyers regarding lead-based paint. Buyer
 103 acknowledges receipt of the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" Addendum, which shall be attached to and become a
 104 part of this agreement.

105 Buyer acknowledges receipt of the Lead Based Paint Disclosure, if applicable. Buyer's Initials: _____

106 **MOLD RELATED HAZARDS** An informational pamphlet regarding common mold related hazards that can affect real property is available at the EPA website
 107 <http://www.epa.gov/iaq/molds/index.html>. By initialing this section, Buyer acknowledges that the real estate agent has provided Buyer with the EPA website enabling
 108 Purchaser to obtain information regarding common mold related hazards. Buyer's Initials: _____

109 **OTHER CONDITIONS OF SALE:**
 110 _____
 111 _____
 112 _____
 113 _____
 114 _____
 115 _____
 116 _____
 117 _____
 118 _____

Seller(s) Initials: _____ Date _____/_____/_____ Time _____
 Buyer(s) Initials: _____ Date _____/_____/_____ Time _____

119 Property Address: _____

120 **INSPECTIONS.** Seller shall provide immediate access and connect all utilities for Buyer's inspections and Walk Through. Buyer may within ten (10) calendar days,
121 commencing the first calendar day after acceptance of this agreement: (1) have any inspections, including Systems (heating/air-conditioning, plumbing, water wells,
122 sewer systems and electrical systems), built-in appliances, lead based paint and lead-based paint hazards, wood destroying insects, mold and/or fungi, verification of
123 square footage, and other inspections desired by Buyer and made by experts or others at Buyer's expense; and (2) indicate in writing (preferably using the "Inspection
124 Repairs Request Contingency Removal" form) deficiencies, if any, which are not acceptable to Buyer and provide Seller with a copy of any inspection reports;" or (3)
125 indicate in writing that Buyer is not satisfied with the inspections and declare the agreement null and void. Seller will have three (3) business days after Seller's receipt
126 of Buyer's list of unacceptable deficiencies to: a) agree to repair all items on Buyer's list of unacceptable deficiencies, in which case Seller shall complete said repairs
127 prior to walk through, or b) agree to make some or none of the repairs, in which case Buyer may within two (2) business days immediately following the three (3) day
128 period, in writing, cancel this agreement. Should Buyer not elect to cancel this agreement then Buyer accepts the Property subject to Seller making the repairs agreed
129 on, if any, and with the remaining deficiencies so listed.

130 Buyer shall request Seller's written permission to make invasive inspections. If invasive inspections are made which reveal defects that must be repaired, then Seller
131 shall be responsible for repairing any damage caused by the invasive inspection. If no defects are revealed that would require repairs, then Buyer shall be responsible
132 for the cost of any repairs caused by the invasive inspection.

133 **NEW HOME WARRANTY.** Warranty of condition on this property is governed by the New Home Warranty Act (LSA-R.S. 9:3141 *et seq.*) if a home on the property is
134 a Home as defined in the New Home Warranty Act.

135 **Check if applicable. WAIVER OF WARRANTY OF THE CONDITION OF PROPERTY:**

136 **The following waiver shall become effective at the act of transfer of the Property.** The following waiver is agreed to by Buyer and shall become part
137 of the act transferring the Property;

138 The property is sold "as-is, where is" without any warranties whatsoever as to fitness or condition, whether expressed or implied, and Buyer expressly waives
139 the warranty of fitness and the guarantee against hidden or latent vices (defects in the property sold which render it useless or render its use so inconvenient
140 or imperfect that Buyer would not have purchased it had he known of the vice or defect) provided by law in Louisiana, more specifically, that warranty imposed
141 by Louisiana Civil Code art. 2520 *et seq.* with respect to Seller's warranty against latent or hidden defects of the property sold, or any other applicable law,
142 not even for a return of the purchase price. Buyer forfeits the right to avoid the sale or reduce the purchase price on account of some hidden or latent vice
143 or defect in the property sold. Seller expressly subrogates Buyer to all rights, claims and causes of action Seller may have arising from or relating to any
144 hidden or latent defects in the property.

145 **This provision has been called to the attention of the Buyer and fully explained to the Buyer, and the Buyer acknowledges that he has read and**
146 **understands this waiver of all express or implied warranties and accepts the property without any express or implied warranties.**

147 Buyer's Initials: _____

148 **MAINTAINING CONDITION.** Seller agrees to maintain premises, including the lawn and all landscaping, in present condition. Seller agrees to remove all refuse and
149 personal property from the premises before the date of possession.

150 **WALK THROUGH.** Buyer reserves the right to walk through the property prior to act of sale for the purpose of verifying that the property is in the same condition as
151 when this agreement was executed and that agreed upon repairs have been completed. Seller shall provide immediate access and connect all utilities for Buyer's
152 inspections and walk through.

153 **HOME SERVICE PLAN.**

154 Unless a home service plan has already been provided, a _____ plan with \$ _____ deductible shall be purchased at a cost of
155 \$ _____ to be paid for by Seller Buyer (*check one*). Brokers and/or Designated Agents may receive compensation from the home service
156 company. HOME SERVICE PLAN MAY NOT WARRANT PRE-EXISTING DEFECTS AND DOES NOT SUPERSEDE OR REPLACE ANY OTHER INSPECTION
157 CLAUSE OR RESPONSIBILITIES. If neither Buyer nor Seller purchases a home service plan, they declare that they have been made aware of the existence of such
158 a plan and that Brokers and Designated Agents shall be held harmless from responsibility or liability due to their rejection of such plan.

159 **WOOD-DESTROYING INSECTS INSPECTION/REPORT.** Regardless of any inspection performed or available to Buyer, Seller shall provide at act of sale a wood
160 destroying insect report issued, within thirty (30) calendar days prior to the act of sale, by a pest control company licensed by the state of Louisiana indicating no visible
161 evidence of active infestation. If either the Buyer's inspection or the wood destroying insect report indicates active infestation, Seller shall provide, at Seller's expense,
162 extermination and treatment by a licensed pest control company prior to the act of sale. If structural damage caused by wood destroying insects is revealed, Seller
163 shall in writing either: (1) agree to repair such damage prior to sale; or (2) give buyer the option to accept the property with such damage or terminate this agreement
164 by written notice within five (5) calendar days of receipt of the wood destroying insect report. Buyer may have a wood destroying insect inspection by a pest control
165 company licensed by the State of Louisiana within ten (10) calendar days, commencing the first calendar day after acceptance of this agreement.

166 **LIMITATION OF LIABILITY.** Seller(s), Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning property measurements,
167 square footage, room dimensions, lot size, property lines or boundaries. Buyer acknowledges that the property is purchased as seen waiving any and all errors and
168 inconsistencies or omissions in such measurements, determinations, or square footage by Broker(s) and Designated Agent(s) or on behalf of Seller(s). Seller(s) and
169 Broker(s) and Designated Agent(s) make no representations as to suitability or to a particular use of the property, and Buyer further acknowledges that Buyer has or will
170 independently investigate all other conditions and characteristics of the property, which are important to Buyer. Buyer is not relying on the Broker(s) nor the Designated
171 Agent(s) to choose a representative to inspect or re-inspect the Property; Buyer understands any representative desired by Buyer may perform this function.

172 **ROLE OF BROKERS and DESIGNATED AGENTS.** Brokers and Designated Agents have acted only as real estate brokers to bring the parties together and will in no
173 case be liable 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,
174 and the Brokers and Designated Agents specifically make no warranty whatsoever as to whether or not the property is situated in or out of the Government's hundred
175 year flood plan or is or would be classified as wetlands by the U.S. Army Corp. of Engineers, as to the presence of wood destroying insects or damage therefrom, or as
176 to the size or physical condition of the property or improvements.

177 **DEFAULT by BUYER and REMEDIES.**

178 In the event of default by Buyer, Seller shall have the right to demand and sue for **a)** specific performance; or **b)** at Seller's option, an amount equal to 5% of the Purchase
179 Price stipulated herein as stipulated damages. The Buyer shall also be liable for brokerage fees and all attorneys' fees and other costs incurred in the enforcement of
180 any and all rights under this agreement. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

181 **DEFAULT by SELLER and REMEDIES.** In the event of default by Seller, Buyer shall have the right to demand and sue for **a)** specific performance; or **b)** at Buyer's
182 option, an amount equal to 5% of the Purchase Price stipulated herein as stipulated damages. In either case, Buyer is entitled to return of the deposit. The Seller
183 shall also be liable for brokerage fees and all attorneys' fees and other costs incurred in the enforcement of any and all rights under this agreement. TIME IS OF THE
184 ESSENCE IN THIS AGREEMENT.

185 **PRORATIONS.** Taxes, assessments, condominium dues, assessments and/or dues owed to homeowners associations and the like for the current year shall be prorated
186 as of the date of the sale. Proration for taxes will be based on the taxes for the preceding year, or estimated for the current year. In the event of any change for the
187 current year all necessary adjustments must be made between seller and buyer.

Seller(s) Initials: _____ Date _____/_____/_____ Time _____
Buyer(s) Initials: _____ Date _____/_____/_____ Time _____

188 Property Address: _____

189 **REQUIRED NOTICE OF REGISTRY OF LOCATION OF CERTAIN SEX OFFENDERS:**

190 Notification pursuant to LSA-R.S. 37:1469 is hereby given.

191 The names of those persons who are required to register pursuant to LSA-R.S. 15:540 *et seq.*, are available by accessing the statewide database at: <http://www.lasocpr.org/socpr/>. This information may also be retrieved by phone at 1-800-858-0551 or 225-925-6100.

193 Brokers, agents and affiliates are not responsible for providing information regarding the proximity of registered sex offenders beyond providing the information above.

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

196 **ACCEPTANCE.** Acceptance must be in writing. Notice of this acceptance may be communicated by facsimile transmission. The original of this document shall be delivered to the listing broker's firm.

198 Licensee is a dual agent and the required disclosure has been made.

199 **This offer remains binding and irrevocable until:** Date: _____ Time: _____

200 **I/WE HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THE FOREGOING OFFER:**

201	Buyer	_____
202	Printed	_____
203	(First, Middle, Last)	Date/Time _____
204	Employed by	_____
205	Buyer	_____
206	Printed	_____
207	(First, Middle, Last)	Date/Time _____
208	Employed by	_____
209	Home Address	_____
210	E-Mail Address	_____
211	Business Phone:	_____ Other Phone: _____

212	Received by:	_____ Date/Time: _____
213	Listing Broker (Firm)	

214	Presented to Seller:	Date: _____ Time: _____
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215	I/WE have read and understand and accept the above offer and agree to pay professional brokerage fees per listing agreement to REALTORS® for professional services rendered.	
217	Seller	_____
218	Printed	_____
219	(First, Middle, Last)	Date/Time _____
220	Seller	_____
221	Printed	_____
221	(First, Middle, Last)	Date/Time _____
223	Home Address	_____
224	Seller E-Mail Address	_____
225	Business Phone:	_____ Other Phone: _____

226 **COUNTER OFFER TO AGREEMENT TO PURCHASE AND SELL DATED** _____.

227 The Agreement to Purchase and Sell the above described property is acceptable, provided the Seller Buyer agrees to the following changes (identify line number from the offer). This counter-offer is binding and irrevocable until the time stated below.

229 _____

230 _____

231 _____

232 _____

233 _____

234 _____

235 _____

236 _____

237 _____

238 _____

239 _____

Seller(s) Initials: _____ Date _____/_____/_____ Time _____
Buyer(s) Initials: _____ Date _____/_____/_____ Time _____

240 Property Address: _____
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 260 _____

261 **ALL OTHER TERMS OF THE AGREEMENT TO PURCHASE AND SELL REMAIN UNCHANGED.**

262 This counter offer shall expire unless Seller Buyer executes written acceptance on or before:
 263 Date _____ Time _____

264 I/We have read and understand and agree to the terms and conditions of the foregoing counter offer and agree to pay professional brokerage fees as per listing to
 265 REALTORS for professional services rendered.

266 Seller _____
 267 Printed _____
 268 (First, Middle, Last) _____ Date/Time _____

269 Seller _____
 270 Printed _____
 271 (First, Middle, Last) _____ Date/Time _____

272 Seller E-Mail Address: _____

273 Received by _____ Date/Time _____
 274 LISTING DESIGNATED AGENT SELLING DESIGNATED AGENT
 275 (Firm) _____

276 Presented to Seller Buyer: Date: _____ Time: _____

277 I/We have read and understand and accept the above counter offer.

278 Buyer _____
 279 Printed: _____
 280 (First, Middle, Last) _____ Date/Time _____

281 Buyer _____
 282 Printed: _____
 283 (First, Middle, Last) _____ Date/Time _____

Seller(s) Initials: _____ Date: ____/____/____ Time: _____
 Buyer(s) Initials: _____ Date: ____/____/____ Time: _____