ng Firm	_	Selling Fire	rm		
er's Designated Agent	Dual Agent	Buyer's D	esignated Age	ent	
ne Number Office Fax	_	Phone Nu	ımber	Office	Fa
il Address	_	Email Add	dress		· · · · · · · · · · · · · · · · · · ·
vered by Designated Agent to		Day	/////Date	Time	AM/F
ments					
eived by Designated Agent		Day	ÁMÁDate	Time	AM/P
LOUISIANA RESIDEN	ITIAL AGREEN	IENT TO	BUY OR SI	ELL	
Date:	_				
PROPERTY DESCRIPTION: I/We offer and ag	-		ıt:		
(Municipal Address)		. David			
City; Zip (Legal Description)					
on lands and grounds measuring approximatel					
or as per record title; including all buildings, s	•		and all installs	nd built in norr	nanontly
attached improvements, together with all fer	-			-	-
	• •		•		
systems, all landscaping, all outside TV anter					
ceiling fans, all air conditioning or heating s					
coverings, blinds and associated hardware, a		•		•	
knobs or handles, all doors, all door knobs or			-	•	
installed lighting fixtures, chandeliers and asso			•	•	
ground. If owned by the SELLER prior to d	•		•		ops and
ungathered fruits of trees on the property sha	all ha aanssassad ta	the DIIVE	D The fellers:	adi aldavadala ita	b
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remain with the property, but are not to be cons	sidered as part of t	he Sale Pri	ce and have n	o value:	
remain with the property, but are not to be cons	sidered as part of t	he Sale Pri	ce and have n	o value:	
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EQUAL ROUGING OPPORTUNITY

	Property address, street, city, state, zip		Date
46	CONTINGENCY FOR SALE OF BUYER'S OTI	HER PROPERTY:	
47	☐ This sale is contingent on the sale of other		nd the attached contingency clause
48	addendum shall apply.	or proporty by the borier a	na ine allaenea eenlingeney elaaee
49	☐ This sale is not contingent upon the sale	of other property by the BU	YER nor is the loan needed by the
50	BUYER to obtain the Sale Price contingent on t		
51	-		•
52	$\hfill \square$ ALL CASH SALE: The BUYER warrants	the BUYER has cash readily	y available to close the sale of this
53	Property.		
54	☐ FINANCED SALE: This sale is conditioned to		
55	for the loan the sum of \$		or% of the Sale
56 57	Price by a mortgage loan or loans at an initi		-
57 58	principal, amortized over a period of not less the terms as may be acceptable to the BUYER pro		
59	to the SELLER. The loan shall be secured by:		
60	☐ Fixed Rate Mortgage	☐ FHA Insured Mo	rtgage
61	☐ Adjustable Rate Mortgage	☐ Owner Financing	
62	_		
	☐ Rural Development	☐ Bond Financing	
63	☐ VA Guaranteed Mortgage	☐ Other	
64 65	The BUYER agrees to pay discount points not t	o exceed % of the loan	amount
66	Other financing conditions:		
67			
68			
69 70	The BUYER acknowledges and warrants that	the BLIVED has available t	he funds which may be required to
70 71	complete the sale of the Property including, but		· ·
72	paid items, and other expenses. The BUYER sh		
73	written loan application has been made within (
74	both parties. If the BUYER fails to make writ	'''	• • •
75 76	SELLER'S option, terminate this Agreement, by		
76 77	the event the BUYER is not able to secure fi mortgage loan(s) under the terms set forth above	•	es the right to provide all or part of
78	mortgage loan(o) under the terms set form above		
79	PRORATIONS/OTHER COSTS: Real estate to	taxes, flood insurance premi	um if assumed, rents, condominium
80	dues, assessments, and/or other dues owed to		
81	be prorated through the date of the Act of Sale		_
82 83	and other costs required to obtain financing, some necessary tax, mortgage, conveyance, release		
84	shall be paid by the SELLER. The SELLER sha		•
85	and/or dues owed to homeowners association		
86	Property prior to Act of Sale, other than those	to be assumed by written agi	eement, as of the date of the Act of
87	Sale, are to be paid by the SELLER.		
88			
89	APPRAISAL: ☐ This sale is NOT conditioned		
90 91	Property being not less than the Sale Price. If the Sale Price, the BUYER shall pay the Sale Price.		
92	than the Sale Price, the BUYER shall provide the		· · · · · · · · · · · · · · · · · · ·
93	calendar days of receipt of same, along with t		• • • • • • • • • • • • • • • • • • • •
94	Price. Within () calendar days	·	
95	appraised value, the BUYER shall have the op		
96 97	void this Agreement unless the SELLER agree parties agree to a new Sale Price.	es in writing to reduce the Sai	e Price to the appraised value or all
98	parties agree to a new Sale Fille.		
99	DEPOSIT : Upon acceptance of this offer, or a	iny attached counter offer, th	e SELLER and the BUYER shall be
100	bound by all terms and conditions of this Ag	•	<u> </u>
101	immediately, upon notice of acceptance of the	•	• •
102	\$ or%		
103	□ Cash \$	-	\$
104	□ Check \$		
105	The Deposit shall be held by		·
	BUYER'S Initials	Page 2 of 7	SELLER'S Initials
		- J - -	

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

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

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1) If this Agreement is declared null and void by the BUYER during the inspection and due diligence period as set forth in lines 157 through 187 of this Agreement;

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2) If this Agreement is subject to the BUYER'S ability to obtain a loan and the loan cannot be obtained, except as stated in lines 70 through 77 of this Agreement, but only if the BUYER has made timely application for the loan and made good faith efforts to obtain the loan;

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3) If the BUYER conditions the Sale Price on an appraisal and the appraisal is less than the Sale Price and the SELLER will not reduce the Sale Price as set forth in lines 89 through 97 of this Agreement;

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4) If the BUYER timely terminates the Agreement after having received the leases or assessments, as set forth in lines 138 through 143 of this Agreement;

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5) If the SELLER is unable to timely deliver to the BUYER an approved sewerage and/or water inspection report as set forth in lines 189 through 199.

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6.) If the SELLER chooses not to repair or replace the sewer system(s) as per the SEPTIC/WATER WELL ADDENDUM, and the BUYER terminates the agreement as a result thereof.

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7.) If the SELLER chooses not to repair or replace the private water well system(s) as per the SEPTIC/WATER WELL ADDENDUM, and the BUYER terminates the agreement as a result thereof.

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LEASES/SPECIAL ASSESSMENTS: The sale is conditioned upon the BUYER'S receipt of a copy of all written leases, excluding mineral leases, and unpaid special assessments from the SELLER within five (5) calendar days of acceptance of the Agreement. Special assessments shall mean an assessment levied on Property to pay the cost of local improvements imposed by local governmental/governing authority. The BUYER will have five (5) calendar days after receipt of the aforementioned documents to notify the SELLER whether they are acceptable to the BUYER. Security deposits, keys and leases are to be transferred to the BUYER at Act of Sale.

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145 **NEW HOME CONSTRUCTION:** If the property to be sold is completed new construction, under construction, or to 146 be constructed, check one:

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 $\ \square$ A new home construction addendum, with additional terms and conditions, is attached.

148 ☐ There is no new home construction addendum.

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152 153 INSPECTION AND DUE DILIGENCE PERIOD: The BUYER ACKNOWLEDGES THAT THE SALE PRICE OF THE PROPERTY WAS NEGOTIATED BASED UPON THE PROPERTY'S APPARENT CURRENT CONDITION; ACCORDINGLY, the SELLER IS NOT OBLIGATED TO MAKE REPAIRS TO THE PROPERTY, INCLUDING REPAIRS REQUIRED BY THE LENDER UNLESS OTHERWISE STATED HEREIN. THE SELLER IS RESPONSIBLE FOR MAINTAINING THE PROPERTY IN SUBSTANTIALLY THE SAME OR BETTER CONDITION AS IT WAS WHEN THE AGREEMENT WAS FULLY EXECUTED.

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

BUYER'S Initials ___

Page 3 of 7

SELLER'S Initials



Pro	perty address, street, city, state, zip Date
-	tion 1: The BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void;
sev	tion 2: The BUYER may indicate in writing the deficiencies and desired remedies and the SELLER will within tenty two (72) hours respond in writing as to the SELLER'S willingness to remedy those deficiencies ELLER'S Response").
BU'sev the to e res	build the SELLER in the SELLER'S Response refuse to remedy any or all of the deficiencies listed by the YER, then the BUYER shall have seventy-two (72) hours from the date of the SELLER'S Response or enty-two (72) hours from the date that the SELLER'S Response was due, whichever is earlier, to: (a) accept SELLER'S Response to the BUYER'S written requests or (b) accept the Property in its current condition, or (c) elect to terminate this Agreement. The BUYER'S response shall be in writing. Upon the BUYER'S failure to pond to the SELLER'S Response by the time specified or the BUYER'S electing, in writing, to terminate this reement, the Agreement shall be automatically, with no further action required by either party, ipso facto null divoid except for return of Deposit to the BUYER.
RE THI	LURE TO GIVE WRITTEN NOTICE OF EITHER TERMINATION OR DEFICIENCIES AND DESIRED MEDIES TO THE SELLER (OR THE SELLER'S DESIGNATED AGENT) AS SET FORTH IN LINES 150 ROUGH 173 WITHIN THE INSPECTION AND DUE DILIGENCE PERIOD SHALL BE DEEMED AS CEPTANCE BY THE BUYER OF THE PROPERTY'S CURRENT CONDITION.
<u>PR</u>	IVATE WATER/SEWERAGE:
priv	There is/are () private water system(s) servicing only the primary residence, and the attached rate Septic/Water Addendum inspections shall include only the system(s) supplying service to the primary idence.
the	There is/are () private septic/treatment system(s) servicing only the primary residence and attached private Septic/Water Addendum inspections shall include only those systems supplying service to primary residence.
	There is NO private septic/treatment system(s) servicing only the primary residence.
<u>H0</u>	ME SERVICE/WARRANTY: A home service/warranty plan will / will not be purchased at the closing of
	e at a cost not to exceed \$ to be paid by the BUYER / the SELLER. Home Service rranty will be ordered by
ser not acc pla	s understood that the Agent/Broker may receive compensation from the home warranty company for actual vices performed. The home service warranty plan does not warrant pre-existing defects and options, and does supersede or replace any other inspection clause or responsibilities. If neither the BUYER nor the SELLER tepts the home service warranty plan, they declare that they have been made aware of the existence of such a n, and further declare that they hold the Broker and Agents harmless from any responsibility or liability due to it rejection of such a plan.
WA	RRANTY OR AS IS CLAUSE WITH WAIVER OF RIGHT OF REDHIBITION: (CHECK ONE ONLY)
SE	A. SALE WITH WARRANTIES: The SELLER and the BUYER acknowledge that this sale shall be with full LLER warranties as to any claims or causes of action including but not limited to redhibition pursuant to usiana Civil Code Article 2520, et seq. and Article 2541, et seq.
	B. SALE "AS IS" WITHOUT WARRANTIES: The SELLER and the BUYER hereby acknowledge and recognize
tha her Lou Lou war	t the Property being sold and purchased is to be transferred in "as is" condition and further the BUYER does eby waive, relieve and release the SELLER from any claims or causes of action for redhibition pursuant to usiana Civil Code Article 2520, et seq. and Article 2541, et seq. or for reduction of Sale Price pursuant to usiana Civil Code Article 2541, et seq. Additionally, the BUYER acknowledges that this sale is made without tranty of fitness for ordinary or particular use pursuant to Louisiana Civil Code Article 2524. The SELLER and BUYER agree that this clause shall be made a part of the Act of Sale.
abo the this	C. NEW HOME WARRANTIES. Notwithstanding lines 212 through 223 and irrespective of whether A or B ove is checked, if the Property is a new construction, the parties agree that neither A or B will apply but instead provisions of the New Home Warranty Act (LA R.S. 9:3141 <i>et seq.</i>) shall apply. The warranty of condition of Property is governed by the New Home Warranty Act if a home on the Property is a "home" as defined in the W Home Warranty Act.

BUYER'S Initials ____

Page 4 of 7

SELLER'S Initials



Property address, street, city, state, zip	Da
the SELLER'S costs (see lines 234 throu	DRK: The SELLER shall deliver to the BUYER a merchantable tigh 236). In the event curative work in connection with the title to
parties agree to and do extend the	or obtaining the loan(s) upon which this Agreement is conditioned date for passing the Act of Sale to a date not more) calendar days from the date of the Act of Sale stated herein.
Act of Sale. All costs and fees required to	free of all liens and encumbrances except those that can be satisfied make title merchantable shall be paid by the SELLER. The SEL
within the time stipulated herein shall rend	erchantable title. The SELLER'S inability to deliver merchantable er this Agreement null and void, reserving unto the BUYER the rice ecover from the SELLER actual costs incurred in processing of sa
well as legal fees incurred by the BUYER.	
days prior to the Act of Sale, or occupancy	shall have the right to re-inspect the Property within five (5) cale γ , whichever will occur first in order to determine if the Property is i
	initial inspection(s) and to insure all agreed upon repairs have ride utilities for the final walk through and immediate access to
DEFAULT OF AGREEMENT BY THE SE	ELLER: In the event of any default of this Agreement by the SEL
	have the right to declare this Agreement null and void with no fu
) Termination of this Agreement; 2) Spectaged to 10% of the Sale Price as stipulate	ecific performance; 3) Termination of this Agreement and an and damages.
Further, the BUYER shall be entitled to th	e return of the Deposit. The prevailing party to any litigation broug
enforce any provision of this Agreement sh liable for Broker fees.	nall be awarded their attorney fees and costs. The SELLER may als
	R : In the event of any default of this Agreement by the BUYER tion the right to declare this Agreement null and void with no fu
performance; 3) Termination of this Agre	ny of the following: 1) Termination of this Agreement; 2) Speement and an amount equal to 10% of the Sale Price as stipu
damages.	
	retain the Deposit. The prevailing party to any litigation broughall be awarded their attorney fees and costs. The BUYER may also
AOLD DELATED HAZADDE NOTICE. A	n informational normalist remarking common model volated beyond
can affect real property is available at the this page of the Agreement, the BUYER a	n informational pamphlet regarding common mold related hazards EPA website http://www.epa.gov/iaq/molds/index.html. By initiacknowledges that the real estate agent has provided the BUYER
ne EPA website enabling the BUYER to o	btain information regarding common mold related hazards.
Registry through the Louisiana Bureau of 0	ana State Police maintains the State Sex Offender and Child Pre Criminal Identification and Information. It is a public access databa red to register pursuant to LA R.S. 15:540, et seq. The website for
450,000 also maintain such information. Ir	efault.html. Sheriff and police departments serving jurisdiction nquiries can be made by phone at 1-800-858-0551 or 1-225-925-6614, Box A-6, Baton Rouge, Louisiana 70896.
CHOICE OF LAW: This Agreement shall the State of Louisiana.	be governed by and shall be interpreted in accordance with the law
	E and all deadlines are final, except where modifications, change d by all parties to this Agreement. All "calendar days" as used in siana.
ADDITIONAL TERMS AND CONDITIONS	<u>i</u> :
BUYER'S Initials	Page 5 of 7 SELLER'S Initials

ABS Rev. 02/01/15

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

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313	LIST ADDENDA TO BE ATTACHED AND MADE A PART OF THIS A	GREEMENT:
314	☐ Contingency for Sale of the BUYER'S Other Property Addendum	□ Private Water/Sewerage Addendum
315	□ Condominium Addendum	
316	□ FHA Amendatory Clause	
317	□ New Construction Addendum	
318		
319 320 321 322	If any of the pre-printed portions of this Agreement vary or are in confli- blanks provided in this form or Addendum attached to this Agreeme provisions control.	•
323	SINGULAR - PLURAL USE: Wherever the word BUYER or the work	d SELLER occurs in this Agreement or is
324	referred to, the same shall be construed as singular or plural, masculii	
325	be.	
326		
327	ACCEPTANCE: Acceptance of this Agreement must be in writing	ng. Notice of this acceptance may be
328	communicated by facsimile transmission or electronic signature. The o	riginal of this document shall be delivered
329	to the listing Broker's firm. This Agreement and any supplement a	ddendum or modification relating hereto,
330	including any photocopy, facsimile or electronic transmission ther	eof, may be executed in two or more
331	counterparts, all of which shall constitute one and the same Agreement.	
332		
333	NOTICES AND OTHER COMMUNICATIONS: All notices, requests, cla	
334	related to this Agreement shall be in writing. Notices permitted or r	
335 336	process) shall be deemed sufficient if given by (a) registered or cert requested; (b) private courier service; or (c) facsimile addressed to the	
337	above written or at such other addresses as the respective parties may	· · · · · · · · · · · · · · · · · · ·
338	above whiteh of at each other addresses as the respective parties may	designate by the fields from time to time.
	T. DINCE (
339	The BUYER further authorizes notices and other communications to	-
340	Agent address(es):	·
341 342	The CELLED further outherizes notices and other communication	one to be delivered electronically to the
	The SELLER further authorizes notices and other communication	ons to be delivered electronically to the
343 344	following Agent address(es):	·
345	CONTRACT: This is a legally binding contract when signed by both	the SELLER and the BUYER READ IT
346	CAREFULLY. If you do not understand the effect of any part of this A	
347	this contract or attempting to enforce any obligation or remedy provided	
348		
349	ENTIRE AGREEMENT: This Agreement constitutes the entire Agree	ment between the parties, and any other
350	agreements not incorporated herein in writing are void and of no force a	and effect.

Page 6 of 7



SELLER'S Initials

BUYER'S Initials

Property address, street, city, state, zip					
EXPIRATION OF OFFER:					
This offer is binding and irrevocable unt					
Acceptance of this offer must be commi	unicated to the offe	ering party	by the dea	dline state	ed on line 35
binding and effective.					
v	v				
X					
Buyer's / Seller's Signature	Date/Time	Buyer's /	Seller's Signa	ature	Date/T
Print Buyer's/Seller's Full Name (First, Middle, Last)		rint Buyer's/S	Geller's Full Nar	ne (First, Mic	ddle, Last)
Street Address	S	street Address	3		
City, State, Zip		City, State, Zip)		
Telephone Number.Cell		Telephone Nu	mber.Cell		
Telephone Number.Home Telephone I	Number.Work T	elephone Nu	mber.Home	Tele	ephone Number
E-Mail Address		E-Mail Addres	·s		
This offer was presented to the Seller/Buyer by				te/ Time AM/	PM MIDNIGHT
This offer was presented to the Seller/Buyer by				te/ Time AM/	/PM MIDNIGHT/
	I (without counter)				
	,	Counter	Day/ Da	ached Cou	
This offer is: Accepted Rejected	x	Counter	Day/ Da	ached Cou	unter) by:
This offer is: Accepted Rejected	Date/Time	Counter Buyer's /	Day/ Da	ached Cou	unter) by: Date/
This offer is: Accepted Rejected X Buyer's / Seller's Signature	Date/Time	Counter Buyer's /	Day/ Da ed (See Atta Seller's Signa Seller's Full Nar	ached Cou	unter) by: Date/
This offer is: Accepted Rejected X Buyer's / Seller's Signature Print Buyer's/Seller's Full Name (First, Middle, Last)	Date/Time	Counter Buyer's / Print Buyer's/S	Day/ Da ed (See Atta Seller's Signa Geller's Full Nar	ached Cou	unter) by: Date/
This offer is: Accepted Rejected X	Date/Time	Counter Buyer's / Print Buyer's/Street Address	Day/ Da ed (See Atta Seller's Signa Geller's Full Nar	ached Cou	unter) by: Date/
This offer is: Accepted Rejected X Buyer's / Seller's Signature Print Buyer's/Seller's Full Name (First, Middle, Last) Street Address City, State, Zip Telephone Number.Cell	Date/Time F S C	Counter Buyer's / Print Buyer's/Street Address Sity, State, Zip	Day/ Da ed (See Atta Seller's Signa Seller's Full Nar mber.Cell	ached Cou	unter) by: Date/

