

Inspection & Due Diligence Response & Contingency Removal

Housekeeping change to update line number references to match the LREC Agreement to Buy or Sell.

Buyer's Final Response was amended to add the phrase "Or lack thereof"

INSPECTION AND DUE DILIGENCE RESPONSE AND CONTINGENCY REMOVAL

Property Address: _____

Residential Agreement to Buy or Sell Dated: _____

BUYER'S REQUESTS:

- All inspections desired by **BUYER** and allowed by Lines 150 to 187 of the Residential Agreement to Buy or Sell have been completed. The reports and the conditions stated therein are satisfactory and hereby approved by **BUYER**. **BUYER** hereby waives and relinquishes the right to make further inspections and/or to request remedies to deficiencies that would be indicated by any inspection allowed by Lines 150 to 187 the Residential Agreement to Buy or Sell. **BUYER** hereby terminates the Inspection Period.
- All inspections desired by **BUYER** and allowed by Lines 150 to 187 of the Residential Agreement to Buy or Sell have been completed. The reports and the conditions stated therein are unsatisfactory and hereby not approved by **BUYER**. All deficiencies **BUYER** desires remedied and the desired remedies are listed below:

Deficiency	Desired Remedy
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

- **BUYER** has attached a copy of all applicable inspection reports. Remedy of any or all of the deficiencies listed herein are to be made at **SELLER** expense.
- **SELLER** shall respond in writing within seventy-two (72) hours after receipt of this **BUYER'S REQUEST**. **SELLER'S** response shall be made on the **SELLER'S RESPONSE** (Page 2).
- If **SELLER** agrees to remedy all deficiencies listed herein in the manner requested herein, then the Inspection Period shall be terminated effective as of the **BUYER'S** receipt of the **SELLER'S RESPONSE**.
- If **SELLER** refuses to remedy any or all of the deficiencies listed herein, **BUYER** shall have seventy-two (72) hours from the date of the **SELLER'S RESPONSE**, or from the date that such response was due, whichever is earlier, to (a) accept the **SELLER'S RESPONSE**, or (b) accept the Property in its current condition, or (c) terminate the Residential Agreement to Buy or Sell. **BUYER** response shall be made on the **BUYER'S FINAL RESPONSE** (Page 2).
- If **BUYER** fails to respond in writing to the **SELLER'S RESPONSE** within the seventy-two (72) hours specified herein, or if **BUYER** elects to terminate the Residential Agreement to Buy or Sell, the Residential Agreement to Buy or Sell shall be automatically ipso facto null and void, with no further action required by either party, except for return of the Deposit to the **BUYER**.

This agreement does not void any prior written agreement between the parties for the correction or repair of other property deficiencies that are not listed herein, and any prior written agreement shall remain binding on the parties.

BUYER SIGNATURE		BUYER SIGNATURE	
Printed Name: _____	date/time	Printed Name: _____	date/time

Buyer's Agent Delivered to Seller's Agent by: _____ Hand _____ Fax _____ Email _____
date/time date/time date/time

Seller's Agent Presented to **SELLER** by: _____ Hand _____ Fax _____ Email _____
date/time date/time date/time

INSPECTION AND DUE DILIGENCE RESPONSE AND CONTINGENCY REMOVAL

Property Address: _____
Residential Agreement to Buy or Sell Dated: _____

SELLER'S RESPONSE:

SELLER agrees to remedy ALL ITEMS listed on page 1, under the BUYER'S REQUEST, in the manner indicated on page 1, at least 5 working days prior to the Act of Sale and will provide BUYER copies of paid receipts or other proof of repairs or remedies made. This shall remove the Inspection and Due Diligence contingency of the Agreement to Buy or Sell as referenced on lines 150 to 187.

SELLER agrees to remedy ONLY those items checked and initialed below at least 5 working days prior to the Act of Sale:

1st Item _____ 3rd Item _____ 5th Item _____ 7th Item _____ 9th Item _____
 2nd Item _____ 4th Item _____ 6th Item _____ 8th Item _____ 10th Item _____

Comments: _____

In lieu of SELLER agreeing to remedy item(s) _____, SELLER agrees to pay on behalf of BUYER, the sum of \$ _____ at the Act of Sale to go towards the BUYER'S closing costs and/or pre-paid items unless disallowed by the lender.

SELLER will not remedy any items listed in BUYER'S REQUESTS above.

SELLER SIGNATURE _____ date/time SELLER SIGNATURE _____ date/time
Printed Name: _____ Printed Name: _____

Seller's Agent Delivered to Buyer's Agent by: _____ Hand _____ Fax _____ Email _____
date/time date/time date/time date/time

Buyer's Agent Presented to BUYER by: _____ Hand _____ Fax _____ Email _____
date/time date/time date/time date/time

BUYER'S FINAL RESPONSE:

BUYER shall have 72 hours after receipt of SELLER'S RESPONSE or 72 hours after the time SELLER'S RESPONSE was due, whichever is earlier, to indicate BUYER'S acceptance of the response or declare the Agreement to Buy or Sell null and void.

BUYER accepts SELLER'S RESPONSE above* and elects to proceed to Act of Sale. This shall remove the Inspection and Due Diligence contingency from the Agreement to Buy or Sell. BUYER hereby waives and relinquishes the right to make further inspections and/or to request remedies to deficiencies other than those indicated in SELLER'S RESPONSE above.

BUYER does not accept SELLER'S RESPONSE to remedy less than all the items. BUYER therefore declares the Agreement to Buy or Sell NULL AND VOID and REQUESTS THAT THE DEPOSIT MADE, IF ANY, BE RETURNED IMMEDIATELY TO BUYER as per the Agreement to Buy or Sell and the attached cancellation.

BUYER SIGNATURE _____ date/time BUYER SIGNATURE _____ date/time
Printed Name: _____ Printed Name: _____

Buyer's Agent Delivered to Seller's Agent by: _____ Hand _____ Fax _____ Email _____
date/time date/time date/time date/time

Seller's Agent Presented to SELLER by: _____ Hand _____ Fax _____ Email _____
date/time date/time date/time date/time

INSPECTION AND DUE DILIGENCE RESPONSE AND CONTINGENCY REMOVAL

Property Address: _____

Residential Agreement to Buy or Sell Dated: _____

BUYER'S REQUESTS:

- All inspections desired by **BUYER** and allowed by Lines 155 to 195 of the Residential Agreement to Buy or Sell have been completed. The reports and the conditions stated therein are satisfactory and hereby approved by **BUYER**. **BUYER** hereby waives and relinquishes the right to make further inspections and/or to request remedies to deficiencies that would be indicated by any inspection allowed by Lines 155 to 195 the Residential Agreement to Buy or Sell. **BUYER** hereby terminates the Inspection Period.
- All inspections desired by **BUYER** and allowed by Lines 155 to 195 of the Residential Agreement to Buy or Sell have been completed. The reports and the conditions stated therein are unsatisfactory and hereby not approved by **BUYER**. All deficiencies **BUYER** desires remedied and the desired remedies are listed below:

Deficiency	Desired Remedy
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

- **BUYER** has attached a copy of all applicable inspection reports. Remedy of any or all of the deficiencies listed herein are to be made at **SELLER** expense.
- **SELLER** shall respond in writing within seventy-two (72) hours after receipt of this **BUYER'S REQUEST**. **SELLER'S** response shall be made on the **SELLER'S RESPONSE** (Page 2).
- If **SELLER** agrees to remedy all deficiencies listed herein in the manner requested herein, then the Inspection Period shall be terminated effective as of the **BUYER'S** receipt of the **SELLER'S RESPONSE**.
- If **SELLER** refuses to remedy any or all of the deficiencies listed herein, **BUYER** shall have seventy-two (72) hours from the date of the **SELLER'S RESPONSE**, or from the date that such response was due, whichever is earlier, to (a) accept the **SELLER'S RESPONSE**, or (b) accept the Property in its current condition, or (c) terminate the Residential Agreement to Buy or Sell. **BUYER** response shall be made on the **BUYER'S FINAL RESPONSE** (Page 2).
- If **BUYER** fails to respond in writing to the **SELLER'S RESPONSE** within the seventy-two (72) hours specified herein, or if **BUYER** elects to terminate the Residential Agreement to Buy or Sell, the Residential Agreement to Buy or Sell shall be automatically ipso facto null and void, with no further action required by either party, except for return of the Deposit to the **BUYER**.

This agreement does not void any prior written agreement between the parties for the correction or repair of other property deficiencies that are not listed herein, and any prior written agreement shall remain binding on the parties.

BUYER SIGNATURE	date/time	BUYER SIGNATURE	date/time
Printed Name: _____		Printed Name: _____	

Buyer's Agent Delivered to Seller's Agent by: _____ Hand _____ Fax _____ Email _____
date/time date/time date/time

Seller's Agent Presented to **SELLER** by: _____ Hand _____ Fax _____ Email _____
date/time date/time date/time

INSPECTION AND DUE DILIGENCE RESPONSE AND CONTINGENCY REMOVAL

Property Address: _____
Residential Agreement to Buy or Sell Dated: _____

SELLER'S RESPONSE:

SELLER agrees to remedy **ALL ITEMS** listed on page 1, under the **BUYER'S REQUEST**, in the manner indicated on page 1, **at least 5 working days prior to the Act of Sale** and will provide **BUYER** copies of paid receipts or other proof of repairs or remedies made. This shall remove the Inspection and Due Diligence contingency of the Agreement to Buy or Sell as referenced on lines **155 to 195**.

SELLER agrees to remedy **ONLY** those items checked and initialed below **at least 5 working days prior to the Act of Sale**:

1st Item _____ 3rd Item _____ 5th Item _____ 7th Item _____ 9th Item _____
 2nd Item _____ 4th Item _____ 6th Item _____ 8th Item _____ 10th Item _____

Comments: _____

In lieu of **SELLER** agreeing to remedy item(s) _____, **SELLER** agrees to pay on behalf of **BUYER**, the sum of \$ _____ at the Act of Sale to go towards the **BUYER'S** closing costs and/or pre-paid items unless disallowed by the lender.

SELLER will not remedy any items listed in **BUYER'S REQUESTS** above.

SELLER SIGNATURE _____ date/time **SELLER SIGNATURE** _____ date/time
Printed Name: _____ Printed Name: _____

Seller's Agent Delivered to Buyer's Agent by: _____ Hand _____ Fax _____ Email _____
date/time date/time date/time date/time

Buyer's Agent Presented to **BUYER** by: _____ Hand _____ Fax _____ Email _____
date/time date/time date/time date/time

BUYER'S FINAL RESPONSE:

BUYER shall have 72 hours after receipt of **SELLER'S RESPONSE** or 72 hours after the time **SELLER'S RESPONSE** was due, whichever is earlier, to indicate **BUYER'S** acceptance of the response or declare the Agreement to Buy or Sell null and void.

BUYER accepts **SELLER'S RESPONSE** above or lack thereof and elects to proceed to Act of Sale. This shall remove the Inspection and Due Diligence contingency from the Agreement to Buy or Sell. **BUYER** hereby waives and relinquishes the right to make further inspections and/or to request remedies to deficiencies other than those indicated in **SELLER'S RESPONSE** above.

BUYER does not accept **SELLER'S RESPONSE** or lack thereof to remedy less than all the items. **BUYER** therefore declares the Agreement to Buy or Sell **NULL AND VOID** and **REQUESTS THAT THE DEPOSIT MADE, IF ANY, BE RETURNED IMMEDIATELY TO BUYER** as per the Agreement to Buy or Sell and the attached cancellation.

BUYER SIGNATURE _____ date/time **BUYER SIGNATURE** _____ date/time
Printed Name: _____ Printed Name: _____

Buyer's Agent Delivered to Seller's Agent by: _____ Hand _____ Fax _____ Email _____
date/time date/time date/time date/time

Seller's Agent Presented to **SELLER** by: _____ Hand _____ Fax _____ Email _____
date/time date/time date/time date/time

Agreement to Occupy After Close of Sale

Line 2 correction to fix inverted Seller/Buyer lines.

Counteroffer Addendum

Based on LR form, converted to letter size and modified heading and signatures to make more consistent with LREC documents.

The LR form was eliminated from the library.

Property address, street, city, state, zip

COUNTER OFFER

1 (A.M.) (P.M.) (Date)
2 The undersigned hereby makes the following Counter Offer to the Louisiana Residential
3 Agreement to Buy or Sell (the "Agreement") dated
4 concerning Property at :
5 in City; Parish;
6 Louisiana between as Seller(s)
7 and as Buyer(s).

8
9 REFERENCE LINE NUMBERS FOR EACH COUNTER POINT FROM AGREEMENT
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

31 Next line bolded
32 All other terms and conditions of the Agreement shall remain in effect except as
33 modified by this Counter Offer.
34 Most of the text here to end of form has been modified.
35 This Counter Offer is void if not accepted in writing on or before (A.M.)(P.M.)
36 (Noon) (Midnight) on (Date).

37
38
39 X
40 Sign Seller's Full Name (First, Middle, Last) Sign Seller's Full Name (First, Middle, Last)
41
42
43 Print Seller's Full Name Print Seller's Full Name
44

45 Received by: Designated Agent Signature
46
47 at (A.M.) (P.M.) on (Date).

ACCEPTANCE OF COUNTER OFFER

48
49
50
51 The above Counter Offer is hereby accepted at (A.M.)(P.M.)
52 on (Date).

53
54
55 X
56 Sign Buyer's Full Name (First, Middle, Last) Sign Buyer's Full Name (First, Middle, Last)
57
58
59 Print Buyer's Full Name Print Buyer's Full Name

Contingency Addendum

Eliminated multiple GBRAR versions/clauses
Eliminated LREC Contingency Addendum
Eliminate LR Contingency Addendum

Created New (Based on framework of old LR Agreement) set of Docs for handling Contingencies.

This package includes three forms:

The Contingency Addendum

The Contingency Removal Notice to Purchaser

The Contingency Removal Notice Purchaser Response.

Property Address, Street, City, State Zip

**CONTINGENCY ADDENDUM
TO LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL**

1 The following paragraphs are added to the Louisiana Residential Agreement to Buy or
2 Sell (the "Agreement") between BUYER and SELLER attached hereto:

3
4 It is hereby understood and agreed that the attached Agreement is conditioned and
5 contingent upon the sale of the BUYER's property located at

6
7 on or prior to _____
8

9 It is further understood and agreed that SELLER, through his designated agent will
10 continue to market the Property to prospective purchasers until such time as BUYER,
11 by written notification receipt of which is acknowledged by SELLER, removes the above
12 stated contingency as a condition for performance of the Agreement. During the period
13 that the Property remains on the market, should SELLER receive an offer, acceptable to
14 the SELLER, the SELLER'S designated agent shall notify the BUYER's designated
15 agent in writing and notify SELLER of same. SELLER shall grant BUYER a _____
16 _____ hour period from receipt of SELLER's notification to BUYER within which
17 BUYER must remove the contingency in writing or to release in writing all rights under
18 this Agreement and have his Deposit returned in full. The hour period will commence
19 upon receipt of SELLER's written notice by either BUYER or BUYER's designated
20 agent or the designated agent's broker or manager.
21

22 If the contingency is removed by BUYER, all financing contingencies of this Agreement
23 are automatically removed and all other terms of this Agreement remain in full force and
24 effect.
25

26 Failure of BUYER to remove the contingency in writing within the time allotted in Line 17
27 hereof shall cause the entire Agreement to be null and void with no obligation or liability
28 for performance or repayment of any of BUYER's expense by SELLER except SELLER
29 shall return the Deposit to BUYER.
30
31

32 _____
33 Sign Buyer's Full Name (First, Middle, Last)

Sign Buyer's Full Name (First, Middle, Last)

34
35
36 Print Buyer's Full Name

Print Buyer's Full Name

37
38
39 Day Date Time AM / PM MIDNIGHT/NOON

Day Date Time AM / PM MIDNIGHT/NOON

40
41 _____
42 Sign Seller's Full Name (First, Middle, Last)

Sign Seller's Full Name (First, Middle, Last)

43
44
45 Print Seller's Full Name

Print Seller's Full Name

46
47
48 Day Date Time AM / PM MIDNIGHT/NOON

Day Date Time AM / PM MIDNIGHT/NOON

**CONTINGENCY ADDENDUM
TO LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL**

The following paragraphs are added to the Louisiana Residential Agreement to Buy or Sell (the "Agreement") between BUYER and SELLER attached hereto:

It is hereby understood and agreed that the attached Agreement is conditioned and contingent upon the sale of the BUYER's property located at _____ on before _____ 20_____

CHECK BOX THAT APPLIES:

A. Buyer's property is currently under contract and scheduled to close on or before _____. A copy of a fully executed Agreement to Buy or Sell on the Buyer's property and a preapproval is attached.

B. It is further understood and agreed that SELLER, through his designated agent will continue to market the Property to prospective purchasers until such time as BUYER, by written notification receipt of which is acknowledged by SELLER, removes the above stated contingency as a condition for performance of the Agreement. During the period that the Property remains on the market, should SELLER receive an offer, acceptable to the SELLER, the SELLER'S designated agent shall notify the BUYER's designated agent in writing using the CONTINGENCY REMOVAL NOTICE form, and notify SELLER of same. SELLER shall grant BUYER a _____ hour period from receipt of SELLER's notification to BUYER within which BUYER must remove the contingency in writing or to release in writing all rights under this Agreement and have his Deposit returned in full. The hour period will commence upon receipt of SELLER's written notice by either BUYER or BUYER's designated agent or the designated agent's broker or manager.

Failure of BUYER to remove the contingency in writing within the time allotted in Line 18 hereof shall cause the entire Agreement to be null and void with no obligation or liability for performance or repayment of any of BUYER's expense by SELLER except SELLER shall return the Deposit to BUYER.

X _____
Sign Buyer's Full Name (First, Middle, Last)

X _____
Sign Buyer's Full Name (First, Middle, Last)

Print Buyer's Full Name

Print Buyer's Full Name

Day Date Time AM / PM MIDNIGHT/NOON

Day Date Time AM / PM MIDNIGHT/NOON

X _____
Sign Seller's Full Name (First, Middle, Last)

X _____
Sign Seller's Full Name (First, Middle, Last)

Print Seller's Full Name

Print Seller's Full Name

Day Date Time AM / PM MIDNIGHT/NOON

Day Date Time AM / PM MIDNIGHT/NOON

Property Address, Street, City, State Zip

CONTINGENCY REMOVAL NOTICE TO PURCHASER

1 Notice is hereby given to the BUYER that pursuant to the terms of the CONTINGENCY ADDENDUM TO
2 LOUISIANA RSEIDENTIAL AGREEMENT TO BUY OR SELL, the _____ day of
3 _____, 20_____, that the SELLER has received another acceptable offer and that
4 BUYER shall have _____ hours from the timed receipt of this notice to either remove all financing
5 contingencies set out the CONTINGENCY ADDENDUM TO LOUISIANA RSEIDENTIAL AGREEMENT TO BUY
6 OR SELL, in writing, or retain the financing condition but provide written verification from lender that
7 financing will not be conditioned upon the sale of BUYER'S property located at _____
8 _____

9 or declare the AGREEMENT TO BUY OR SELL null and void and deposit returned release will be signed by
10 SELLER.

11
12 X _____
13 Sign Seller's Full Name (First, Middle, Last)

X _____
Sign Seller's Full Name (First, Middle, Last)

14
15 _____
16 Print Seller's Full Name

Print Seller's Full Name

17
18 _____
19 Day Date Time AM / PM MIDNIGHT/NOON

Day Date Time AM / PM MIDNIGHT/NOON

20
21
22
23
24 I certify that this notice was delivered to the SELLING AGENT on the _____ day of
25 _____, 20_____, at _____ o'clock ____ m.

26
27
28 X _____
29 Listing Broker

30
31 X _____
32 Listing Agent

33
34 X _____
35 Selling Agent

Property Address, Street, City, State Zip

**CONTINGENCY REMOVAL NOTICE
PURCHASER RESPONSE**

RESPONSE I. CONTINGENCY REMOVAL

CONTINGENCY BEING REMOVED _____

This is to certify that I, the undersigned, am removing the above contingency from the AGREEMENT TO BUY OR SELL dated _____, with the following exceptions:

RESPONSE II. BUYER'S RELEASE OF AGREEMENT TO BUY OR SELL FOR FAILURE TO REMOVE CONDITIONS

The BUYER of the Property located at _____

acknowledges receipt of the Seller's CONTINGENCY REMOVAL NOTICE TO PURCHASER requesting the removal of the Condition(s) set out in the CONTINGENCY ADDENDA, and BUYER is unable to remove the Condition(s) and accordingly releases all rights BUYER may have in the AGREEMENT TO BUY OR SELL, said Agreement now being declared null and void.

Further, the BUYER requests the return of the deposit in the amount of \$ _____.

The SELLER acknowledges receipt of the above this _____ day of _____ and agree that the deposit be returned to purchaser in the sum of \$ _____.

X _____
Sign Buyer's Full Name (First, Middle, Last)

Print Buyer's Full Name

Day Date Time AM / PM MIDNIGHT/NOON

X _____
Sign Seller's Full Name (First, Middle, Last)

Print Seller's Full Name

Day Date Time AM / PM MIDNIGHT/NOON

X _____
Sign Buyer's Full Name (First, Middle, Last)

Print Buyer's Full Name

Day Date Time AM / PM MIDNIGHT/NOON

X _____
Sign Seller's Full Name (First, Middle, Last)

Print Seller's Full Name

Day Date Time AM / PM MIDNIGHT/NOON

Agreement to Purchase & Sell Unimproved Lot

Heading and signature block was updated to make it consistent with LREC mandated purchase agreement.

Lines 128-130 were modified to include “has no knowledge.”

1 _____
2 Listing Firm

Selling Firm

3 _____
4 _____
5 Seller's Designated Agent
6 Dual Agent

Buyer's Designated Agent

7 _____
8 Phone Number Office Fax

Phone Number Office Fax

9 _____
10 _____
11 Email Address

Email Address

12 _____
13 Delivered by Designated Agent to Day Date Time AM/PM

14 _____
15 Comments

16 _____
17 Received by Designated Agent to Day Date Time AM/PM

18 Agreement to Purchase and Sell Unimproved Lot

19 _____
20 _____
21 Date: _____

22 _____
23 Property located in: _____, LA
24 City Parish

25 _____
26 Property legal description: (attach map and/or exhibit if necessary)

27 _____
28 _____
29 _____
30 _____
31 _____
32 _____
33 _____ (hereinafter the "Property").

34 **MINERAL RIGHTS:** (check one)

- 35 If Seller owns any mineral rights; they are to be conveyed without warranty.
36 Mineral rights owned by Seller, if any, are to be reserved by the Seller but with waiver of any right to use the
37 surface.
38 Other: _____

39 _____
40 _____
41 **PURCHASE PRICE:** Buyer agrees to purchase and Seller agrees to sell the Property described herein for the sum
42 of: \$ _____, payable in cash or immediately available funds at the
43 closing of the purchase and sale (the "Closing") as contemplated herein, subject to any valid restrictions, servitudes
44 of record and any zoning ordinances affecting this Property.

45 _____
46 **CLOSING:** The act of sale shall be passed before a settlement agent selected by BUYER SELLER on
47 _____, 20____,

48 or before with mutual agreement of the parties. Any title insurance policies requested by the buyer, or required by the
49 lender, shall be issued by the settlement agent. Any extension shall be agreed upon in writing and signed by Seller
50 and Buyer. At the Closing, the following shall occur: (a). Real estate taxes and other assessments shall be prorated
51 to date of Closing and receipted for by Buyer. (b). Seller shall deliver to Buyer sufficient evidence that the person, or
52 persons, executing this Agreement and Closing documents on behalf of Seller have full right, power and authority to
53 do so. (c). All closing costs, legal fees, surveying, financing, appraisals, recording, and other fees and expenses
54 associated with the Property are to be paid by the Buyer. (d). Any mortgage liens, or other encumbrances affecting

Address of Property _____

55 the Property will be deducted from the purchase price or from that portion of the sale proceeds due to the owner.
56 Costs required to make title merchantable shall be paid by Seller.

57
58 **POSSESSION:** Possession of the Property shall be delivered to Buyer on the Closing Date in the same condition the
59 Property existed on the date that Buyer executes this Agreement.

60
61 **FINANCING:**

- 62 **CASH SALE:** Buyer warrants that he has cash readily available to close the sale of this Property.
- 63 **FINANCED SALE:** This sale is conditioned upon the ability of Buyer to borrow with this Property as security
- 64 for the loan the sum of \$ _____ or _____% of the Sale Price by a mortgage
- 65 loan or loans at an initial interest rate not to exceed _____% per annum, interest and principal, amortized over a
- 66 period of not less than _____ years, payable in monthly installments or on any other terms as may be acceptable to
- 67 Buyer provided that these terms do not increase the cost, fees or expenses to Seller. Fees paid by Seller that are
- 68 required by lender, if any, shall not exceed \$ _____. Buyer agrees to pay discount points not to
- 69 exceed _____% of the loan amount.

70
71 In the event BUYER is not able to secure financing, Seller reserves the right to provide all or part of mortgage loan(s)
72 under the terms set forth herein subject to a credit check on Buyer and approval of mortgage documents by Seller.
73 The mortgage shall contain the usual and customary clauses allowing executory process with or without
74 appraisal. The Buyer agrees to make a good faith application, which includes ordering and paying for an
75 appraisal and credit report if required for loan approval, within _____ calendar days of acceptance of this offer or any
76 counteroffer and written proof from the lender that the application has been made shall be supplied by Buyer to the
77 Seller. Written commitment by the lender to make loan(s), without contingencies except subject to approval of title
78 and other contingencies normally imposed by lender excluding ordering appraisal and credit report, shall be obtained
79 by Buyer and shall constitute final loan approval. Final loan approval shall be obtained on or prior to
80 _____. Any extension of this date shall be in writing and shall be signed by all parties. Buyer
81 authorizes and instructs lender to release to Seller or Seller's Broker or Designated Agent, written verification of the
82 loan application and final loan approval.

83
84 **OTHER FINANCING CONDITIONS:**

85 _____
86 _____
87 _____
88 _____
89 _____
90 _____

91
92 **APPRAISAL:** In the event an appraisal is made, this agreement is conditioned upon the appraisal being not less than
93 the purchase price. If the appraisal is less than the purchase price, Buyer shall have the option to pay the agreed-
94 upon price or to void this agreement unless Seller agrees to reduce the sales price to appraised value or unless both
95 parties agree to a new sales price within five (5) business days after written notification to Seller of appraised value.

- 96
97 **DEPOSIT:** Upon acceptance of this offer (the "Effective Date"), Seller and Buyer shall be bound by all terms and
98 conditions herein, and
- 99 Buyer will deposit, within _____ calendar days of notice of acceptance, with Seller's Designated
100 Agent/Broker ("Broker") a deposit (the "Deposit") in the amount of _____.
 - 101
102 Buyer will deposit, within _____ calendar days of the expiration of the Inspection Period (hereinafter defined),
103 with Seller's Designated Agent/Broker ("Broker") a deposit (the "Deposit") in the amount of
104 _____.

105
106 Failure to do so shall be considered a breach of this Agreement. This Deposit shall not be considered as earnest
107 money and shall be non-interest bearing. The Deposit shall be held by Listing Broker in an escrow account as
108 required by the Louisiana Real Estate Commission and established in a federally insured banking or savings and
109 loan institution without responsibility on the part of said Broker in the case of failure or suspension of such institution.
110 Notwithstanding any other provision to this agreement, including nullity, the Deposit may be disbursed to one of the
111 parties only by written mutual consent of the parties. In the event the parties do not sign such consent, the Broker
112 shall bear the responsibility for depositing the funds into a court of competent jurisdiction or as directed by the
113 Louisiana Real Estate Commission's rules and regulations regarding Deposits.

114
115 **INSPECTIONS:** At the sole expense of Buyer, Buyer shall have _____ (_____) days
116 after the Effective Date of this Agreement (the "Inspection Period") to make an inspection of the Property, which
117 may include environmental, zoning, flood zone, drainage and soil conditions, and any other aspects of the Property

Address of Property _____

118 including, but not limited to, economic and other factors that Buyer deems relevant or material to Buyer's criteria and
119 standards for the Property. This partial enumeration is in no way intended to limit the meaning of fitness and
120 suitability of the Property for Buyer's purposes. If Buyer is not satisfied with the results of these inspections, then
121 Buyer, in Buyer's sole discretion, reserves the right to cancel this Agreement during the Inspection Period by
122 providing Seller or Seller's agent with written notice of such cancellation during this period.
123

124 **HOLD HARMLESS:** Buyer shall indemnify and hold Seller harmless against and in respect of any damages resulting
125 from any of Buyer's inspections to the property, as provided for above, including damage to Seller's property and/or
126 injury to any person inspecting Seller's property on behalf of Buyer, and all costs resulting therefrom, including court
127 costs and attorney fees.
128

129 **CANCELLATION OF AGREEMENT:** If Buyer determines that the Property is not suitable for its purposes, it may at
130 any time prior to the end of the last day of the Inspection Period cancel the Agreement by giving Seller written notice
131 of cancellation, whereupon the Deposit shall be returned to Buyer and this Agreement shall terminate and Buyer shall
132 have no further obligation under this Agreement. If Buyer does not cancel this Agreement prior to the end of the
133 Inspection Period, this Agreement shall not terminate but shall remain in full force and effect and the Property shall be
134 deemed to be suitable for Buyer's intended use.
135

136 **REPRESENTATIONS OF SELLER:** Seller represents and warrants to Buyer that:

137 (a) Seller owns and shall convey to Buyer good and marketable fee simple title to the Property, free and clear of
138 all liens and encumbrances (except any encumbrance that is to be discharged by Seller at or prior to closing) subject
139 to restrictions and servitudes of record.

140 (b) Seller has no knowledge of any information that would impede or hinder the use or development of the
141 property.

142 (c) Seller has provided to Buyer any and all pertinent information about the Property that is available to Seller
143 including but not limited to engineering surveys, engineering reports or opinions, layouts, development plans, soil
144 testing or environmental studies that Seller has or has knowledge of. Seller will provide any and all information
145 concerning any landfill activity, or any other facts pertinent to the Property.

146 (d) There are no legal actions, suits, condemnation proceedings or other legal or administrative proceedings
147 pending or threatened against the Property.

148 (e) Neither Seller nor the Property is in violation of any statutes, ordinances, rules, regulations, orders or
149 requirements (including, but without limitation, environmental statutes, ordinances, rules, regulations, orders or
150 requirements) of federal, state, parish and municipal governments and political subdivisions thereof, pertaining to the
151 Property.

152 (f) Seller has not stored any hazardous materials or toxic wastes on, in or under the Property or permitted the
153 Property to be used for storage of any of the same; nor does Seller have knowledge of any prior storage of
154 hazardous materials or toxic wastes on, in or under the Property and/or the assertion of any environmental or other
155 lien of the Property by any governmental agency, authority or instrumentality to secure the cost and expense of
156 removing or neutralizing any hazardous materials or toxic materials stored on, in or under the Property.
157

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164 **WARRANTY – Check any of the following that apply:**

165 **SALE WITH WARRANTIES:** Seller and Buyer acknowledge that this sale shall be with full Seller warranties
166 as to any claims or causes of action including but not limited to redhibition pursuant to Louisiana Civil Code Article
167 2520, *et seq.* and Article 2541, *et seq.*
168

169 **SALE "AS IS" WITHOUT WARRANTIES:** The Property is sold "AS-IS, WHERE IS" without any warranties
170 whatsoever as to fitness or condition, whether expressed or implied, and Buyer expressly waives the warranty of
171 fitness and the guarantee against hidden or latent vices (defects in the property sold which render it useless or render
172 its use so inconvenient or imperfect that Buyer would not have purchased it had he known of the vice or defect)
173 provided by law in Louisiana, more specifically, that warranty imposed by Louisiana Civil Code art. 2520 *et seq.* with
174 respect to Seller's warranty against latent or hidden defects of the Property sold, or any other applicable law, not
175 even for a return of the purchase price. Buyer forfeits the right to avoid the sale or reduce the purchase price on
176 account of some hidden or latent vice or defect in the Property sold. Seller expressly subrogates Buyer to all rights,
177 claims and causes of action Seller may have arising from or relating to any hidden or latent defects in the Property.
178 Buyer agrees that this waiver shall be made part of the Act of Sale.
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180 **Buyer's Initials:** _____

Buyer Initials _____ Seller Initials _____

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SURVIVAL OF WARRANTIES: The Representations of Seller herein shall survive the Closing and not be novated thereby.

TITLE: Title shall, as of the date of Closing, be valid and merchantable and not reflect any condition, restriction or servitude which, in the opinion of Buyer or Buyer's lender would impair Buyer's use of or the value of the Property ("Title Conditions"). If title is not valid or merchantable, or such Title Conditions exist, Buyer may extend the time for Closing by thirty (30) days. In the event title is not valid or merchantable and cannot be made valid or merchantable or such Title Conditions exist, which cannot be removed at a reasonable expense, prior to the Closing date set forth herein, as it may be extended hereunder, this Agreement shall be null and void at the option of the Buyer and the Deposit shall be returned to the Buyer.

EXTENSIONS: In the event that any time period set forth in this Agreement is extended for any reason, the time period(s) set for all other matters herein shall likewise be extended by an equivalent amount of time. By way of example, and not of limitation, if the Inspection Period is extended by thirty (30) days, the date of Closing shall be extended by thirty (30) days.

INDEMNIFICATION:

(a) Seller shall indemnify and hold Buyer harmless against and in respect of any damages or deficiency resulting from any misrepresentation, breach of warranty or nonfulfillment of any agreement on the part of Seller under this Agreement and all costs resulting therefrom, including court costs and attorney fees.

(b) Buyer shall indemnify and hold Seller harmless against and in respect of any damages or deficiency resulting from any misrepresentation, breach of warranty or nonfulfillment of any agreement on the part of Buyer under this Agreement and all costs resulting therefrom, including court costs and attorney fees.

(c) The provisions of this Section shall survive the Closing and not be novated thereby.

LIMITATION OF LIABILITY: Seller(s), Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning property measurements, square footage, property lines or boundaries. Buyer acknowledges that the Property is purchased as seen waiving any and all errors and 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 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 independently investigate all other conditions and characteristics of the property, which are important to Buyer. Buyer is not relying on the Broker or the Designated Agent(s) to choose a representative to inspect or re-inspect the Property; Buyer understands any representative desired by Buyer may perform this function.

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 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, 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 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 to the size or physical condition of the Property.

DEFAULT by BUYER and REMEDIES: 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 five (5) percent of the Purchase 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 any and all rights under this agreement. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

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 option, an amount equal to five (5) percent of the Purchase Price stipulated herein as stipulated damages. In either case, Buyer is entitled to return of the deposit. The Seller 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 ESSENCE IN THIS AGREEMENT.

REQUIRED NOTICE OF REGISTRY OF LOCATION OF CERTAIN SEX OFFENDERS:

Notification pursuant to LSA-R.S. 37:1469 is hereby given. 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.lsp.org/socpr/>. This information may also be retrieved by phone at 1-800-858-0551 or 225-925-6100. Brokers, agents and affiliates are not responsible for providing information regarding the proximity of registered sex offenders beyond providing the information above.

Buyer Initials _____ Seller Initials _____

Address of Property _____

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

245
246 **OTHER TERMS AND CONDITIONS:**

247 _____
248 _____
249 _____
250 _____
251 _____

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

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

255 **This offer remains binding and irrevocable until:**

256 Date _____ Time: _____

257
258
259 **I/WE HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THE FOREGOING OFFER:**

260
261 _____ _____
262 Buyer's/ Seller's Signature Date/Time Buyer's/ Seller's Signature Date/Time

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264
265
266 Print Buyer's/Seller's Full Name (First, Middle, Last)

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266 Print Buyer's/Seller's Full Name (First, Middle, Last)

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269 Street Address

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269 Street Address

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271 City, State, Zip

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271 City, State, Zip

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274 Last 4-digits of SSN Telephone Number.Cell

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274 Last 4-digits of SSN Telephone Number.Cell

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276 Telephone Number.Home Telephone Number.Work
277 Number.Work

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276 Telephone Number.Home Telephone
277 Number.Work

278
279 E-Mail Address

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279 E-Mail Address

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

283
284 This offer is: Accepted Rejected (without counter) Countered (See Attached Counter) by:

285
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287 _____ _____
288 Buyer's/ Seller's Signature Date/Time Buyer's/ Seller's Signature Date/Time

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291 Print Buyer's/Seller's Full Name (First, Middle, Last)

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291 Print Buyer's/Seller's Full Name (First, Middle, Last)

292
293 Street Address

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293 Street Address

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295 City, State, Zip

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295 City, State, Zip

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297 Last 4-digits of SSN Telephone Number.Cell
298 Number.Cell

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297 Last 4-digits of SSN Telephone
298 Number

299
300 Telephone Number.Home Telephone Number.Work
301 Number.Work

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300 Telephone Number.Home Telephone
301 Number

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303 E-Mail Address

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303 E-Mail Address

304
305 This offer was presented to the Seller/Buyer by _____ Day/ Date/ Time AM/PM MIDNIGHT/NOON

Buyer Initials _____ Seller Initials _____

Listing Firm
Seller's Designated Agent Name & License Number
Brokerage Firm or Broker Name & License Number
Phone Number Office Fax
Email Address

Selling Firm
Buyer's Designated Agent Name & License Num.
Brokerage Firm or Broker Name & License Number
Phone Number Office Fax
Email Address

Dual Agent

Delivered by Designated Agent to Day Date Time AM/PM

Comments

Received by Designated Agent Day Date Time AM/PM

Agreement to Purchase and Sell Unimproved Lot

Date: _____

Property located in: _____, LA
City Parish

Property legal description: (attach map and/or exhibit if necessary)

_____ (hereinafter the "Property").

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

PURCHASE PRICE: Buyer agrees to purchase and Seller agrees to sell the Property described herein for the sum of: \$ _____, payable in cash or immediately available funds at the closing of the purchase and sale (the "Closing") as contemplated herein, subject to any valid restrictions, servitudes of record and any zoning ordinances affecting this Property.

CLOSING: The act of sale shall be passed before a settlement agent selected by BUYER SELLER on _____, 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 settlement agent. Any extension shall be agreed upon in writing and signed by Seller and Buyer. At the Closing, the following shall occur: (a). Real estate taxes and other assessments shall be prorated to date of Closing and received for by Buyer. (b). Seller shall deliver to Buyer sufficient evidence that the person, or persons, executing this Agreement and Closing documents on behalf of Seller have full right, power and authority to do so. (c). All closing costs, legal fees, surveying, financing, appraisals, recording, and other fees and expenses associated with the Property are to be paid by the Buyer. (d). Any mortgage liens, or other encumbrances affecting

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37 the Property will be deducted from the purchase price or from that portion of the sale proceeds due to the owner.
38 Costs required to make title merchantable shall be paid by Seller.

39
40 **POSSESSION:** Possession of the Property shall be delivered to Buyer on the Closing Date in the same condition the
41 Property existed on the date that Buyer executes this Agreement.

42
43 **FINANCING:**

44 **CASH SALE:** Buyer warrants that he has cash readily available to close the sale of this Property.

45 **FINANCED SALE:** This sale is conditioned upon the ability of Buyer to borrow with this Property as security
46 for the loan the sum of \$ _____ or _____% of the Sale Price by a mortgage
47 loan or loans at an initial interest rate not to exceed _____% per annum, interest and principal, amortized over a
48 period of not less than _____ years, payable in monthly installments or on any other terms as may be acceptable to
49 Buyer provided that these terms do not increase the cost, fees or expenses to Seller. Fees paid by Seller that are
50 required by lender, if any, shall not exceed \$ _____. Buyer agrees to pay discount points not to
51 exceed _____% of the loan amount.

52
53 In the event BUYER is not able to secure financing, Seller reserves the right to provide all or part of mortgage loan(s)
54 under the terms set forth herein subject to a credit check on Buyer and approval of mortgage documents by Seller.
55 The mortgage shall contain the usual and customary clauses allowing executory process with or without
56 appraisal. The Buyer agrees to make a good faith application, which includes ordering and paying for an
57 appraisal and credit report if required for loan approval, within _____ calendar days of acceptance of this offer or any
58 counteroffer and written proof from the lender that the application has been made shall be supplied by Buyer to the
59 Seller. Written commitment by the lender to make loan(s), without contingencies except subject to approval of title
60 and other contingencies normally imposed by lender excluding ordering appraisal and credit report, shall be obtained
61 by Buyer and shall constitute final loan approval. Final loan approval shall be obtained on or prior to
62 _____. Any extension of this date shall be in writing and shall be signed by all parties. Buyer
63 authorizes and instructs lender to release to Seller or Seller's Broker or Designated Agent, written verification of the
64 loan application and final loan approval.

65
66 **OTHER FINANCING CONDITIONS:**

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

78
79 **DEPOSIT:** Upon acceptance of this offer (the "Effective Date"), Seller and Buyer shall be bound by all terms and
80 conditions herein, and

81 Buyer will deposit, within _____ calendar days of notice of acceptance, with Seller's Designated
82 Agent/Broker ("Broker") a deposit (the "Deposit") in the amount of _____.

83
84 Buyer will deposit, within _____ calendar days of the expiration of the Inspection Period (hereinafter defined),
85 with Seller's Designated Agent/Broker ("Broker") a deposit (the "Deposit") in the amount of
86 _____.

87
88 Failure to do so shall be considered a breach of this Agreement. This Deposit shall not be considered as earnest
89 money and shall be non-interest bearing. The Deposit shall be held by Listing Broker in an escrow account as
90 required by the Louisiana Real Estate Commission and established in a federally insured banking or savings and
91 loan institution without responsibility on the part of said Broker in the case of failure or suspension of such institution.
92 Notwithstanding any other provision to this agreement, including nullity, the Deposit may be disbursed to one of the
93 parties only by written mutual consent of the parties. In the event the parties do not sign such consent, the Broker
94 shall bear the responsibility for depositing the funds into a court of competent jurisdiction or as directed by the
95 Louisiana Real Estate Commission's rules and regulations regarding Deposits.

96
97 **INSPECTIONS:** At the sole expense of Buyer, Buyer shall have _____ (_____) days after the Effective Date of this Agreement (the "Inspection Period") to make an inspection of the Property, which
98 may include environmental, zoning, flood zone, drainage and soil conditions, and any other aspects of the Property
99

100 including, but not limited to, economic and other factors that Buyer deems relevant or material to Buyer's criteria and
101 standards for the Property. This partial enumeration is in no way intended to limit the meaning of fitness and
102 suitability of the Property for Buyer's purposes. If Buyer is not satisfied with the results of these inspections, then
103 Buyer, in Buyer's sole discretion, reserves the right to cancel this Agreement during the Inspection Period by
104 providing Seller or Seller's agent with written notice of such cancellation during this period.
105

106 **HOLD HARMLESS:** Buyer shall indemnify and hold Seller harmless against and in respect of any damages resulting
107 from any of Buyer's inspections to the property, as provided for above, including damage to Seller's property and/or
108 injury to any person inspecting Seller's property on behalf of Buyer, and all costs resulting therefrom, including court
109 costs and attorney fees.
110

111 **CANCELLATION OF AGREEMENT:** If Buyer determines that the Property is not suitable for its purposes, it may at
112 any time prior to the end of the last day of the Inspection Period cancel the Agreement by giving Seller written notice
113 of cancellation, whereupon the Deposit shall be returned to Buyer and this Agreement shall terminate and Buyer shall
114 have no further obligation under this Agreement. If Buyer does not cancel this Agreement prior to the end of the
115 Inspection Period, this Agreement shall not terminate but shall remain in full force and effect and the Property shall be
116 deemed to be suitable for Buyer's intended use.
117

118 **REPRESENTATIONS OF SELLER:** Seller represents and warrants to Buyer that:

119 (a) Seller owns and shall convey to Buyer good and marketable fee simple title to the Property, free and clear of
120 all liens and encumbrances (except any encumbrance that is to be discharged by Seller at or prior to closing) subject
121 to restrictions and servitudes of record.

122 (b) Seller has no knowledge of any information that would impede or hinder the use or development of the
123 property.

124 (c) Seller has provided to Buyer any and all pertinent information about the Property that is available to Seller
125 including but not limited to engineering surveys, engineering reports or opinions, layouts, development plans, soil
126 testing or environmental studies that Seller has or has knowledge of. Seller will provide any and all information
127 concerning any landfill activity, or any other facts pertinent to the Property.

128 (d) Seller has no knowledge of legal actions, suits, condemnation proceedings or other legal or administrative proceedings
129 pending or threatened against the Property.

130 (e) Seller has no knowledge that the Seller nor the Property is in violation of any statutes, ordinances, rules, regulations,
131 orders or requirements (including, but without limitation, environmental statutes, ordinances, rules, regulations,
132 orders or requirements) of federal, state, parish and municipal governments and political subdivisions thereof,
133 pertaining to the Property.

134 (f) Seller has not stored any hazardous materials or toxic wastes on, in or under the Property or permitted the
135 Property to be used for storage of any of the same; nor does Seller have knowledge of any prior storage of
136 hazardous materials or toxic wastes on, in or under the Property and/or the assertion of any environmental or other
137 lien of the Property by any governmental agency, authority or instrumentality to secure the cost and expense of
138 removing or neutralizing any hazardous materials or toxic materials stored on, in or under the Property.
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146 **WARRANTY –** Check any of the following that apply:

147 **SALE WITH WARRANTIES:** Seller and Buyer acknowledge that this sale shall be with full Seller warranties
148 as to any claims or causes of action including but not limited to redhibition pursuant to Louisiana Civil Code Article
149 2520, *et seq.* and Article 2541, *et seq.*
150

151 **SALE "AS IS" WITHOUT WARRANTIES:** The Property is sold "AS-IS, WHERE IS" without any warranties
152 whatsoever as to fitness or condition, whether expressed or implied, and Buyer expressly waives the warranty of
153 fitness and the guarantee against hidden or latent vices (defects in the property sold which render it useless or render
154 its use so inconvenient or imperfect that Buyer would not have purchased it had he known of the vice or defect)
155 provided by law in Louisiana, more specifically, that warranty imposed by Louisiana Civil Code art. 2520 *et seq.* with
156 respect to Seller's warranty against latent or hidden defects of the Property sold, or any other applicable law, not
157 even for a return of the purchase price. Buyer forfeits the right to avoid the sale or reduce the purchase price on
158 account of some hidden or latent vice or defect in the Property sold. Seller expressly subrogates Buyer to all rights,
159 claims and causes of action Seller may have arising from or relating to any hidden or latent defects in the Property.
160 Buyer agrees that this waiver shall be made part of the Act of Sale.
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162 **Buyer's Initials:** _____

Buyer Initials _____ Seller Initials _____

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SURVIVAL OF WARRANTIES: The Representations of Seller herein shall survive the Closing and not be novated thereby.

TITLE: Title shall, as of the date of Closing, be valid and merchantable and not reflect any condition, restriction or servitude which, in the opinion of Buyer or Buyer's lender would impair Buyer's use of or the value of the Property ("Title Conditions"). If title is not valid or merchantable, or such Title Conditions exist, Buyer may extend the time for Closing by thirty (30) days. In the event title is not valid or merchantable and cannot be made valid or merchantable or such Title Conditions exist, which cannot be removed at a reasonable expense, prior to the Closing date set forth herein, as it may be extended hereunder, this Agreement shall be null and void at the option of the Buyer and the Deposit shall be returned to the Buyer.

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(a) Seller shall indemnify and hold Buyer harmless against and in respect of any damages or deficiency resulting from any misrepresentation, breach of warranty or nonfulfillment of any agreement on the part of Seller under this Agreement and all costs resulting therefrom, including court costs and attorney fees.

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Notification pursuant to LSA-R.S. 37:1469 is hereby given. 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.lsp.org/socpr/>. This information may also be retrieved by phone at 1-800-858-0551 or 225-925-6100. Brokers, agents and affiliates are not responsible for providing information regarding the proximity of registered sex offenders beyond providing the information above.

Address of Property _____

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

227
228 **OTHER TERMS AND CONDITIONS:**

229 _____
230 _____
231 _____
232 _____
233 _____

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

236
237 Licensee is a dual agent and the required disclosure has been made.

238
239 **This offer remains binding and irrevocable until:**

240 Date _____ Time: _____

241
242 **I/WE HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THE FOREGOING OFFER:**

243
244 _____ _____
245 Buyer's/ Seller's Signature Date/Time Buyer's/ Seller's Signature Date/Time

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248 Print Buyer's/Seller's Full Name (First, Middle, Last) Print Buyer's/Seller's Full Name (First, Middle, Last)

249
250 Street Address Street Address

251 City, State, Zip City, State, Zip

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253 Last 4-digits of SSN Telephone Number.Cell Last 4-digits of SSN Telephone Number.Cell

254
255 Telephone Number.Home Telephone Number.Work Telephone Number.Home Telephone

256
257 E-Mail Address E-Mail Address

258
259 This offer was presented to the Seller/Buyer by _____ Day/ Date/ Time AM/PM
260 MIDNIGHT/NOON

261
262 This offer is: Accepted Rejected (without counter) Countered (See Attached Counter) by:

263
264 _____ _____
265 Buyer's/ Seller's Signature Date/Time Buyer's/ Seller's Signature Date/Time

266
267 Print Buyer's/Seller's Full Name (First, Middle, Last) Print Buyer's/Seller's Full Name (First, Middle, Last)

268
269 Street Address Street Address

270
271 City, State, Zip City, State, Zip

272
273 Last 4-digits of SSN Telephone Number.Cell Last 4-digits of SSN Telephone

274
275 Telephone Number.Home Telephone Number.Work Telephone Number.Home Telephone

276
277 E-Mail Address E-Mail Address

278
279 This offer was presented to the Seller/Buyer by _____ Day/ Date/ Time AM/PM MIDNIGHT/NOON

280
281 Buyer Initials _____ Seller Initials _____

Backup Addendum to Purchase Agreement

This document set for backups replaces a number of varied documents from a number of sources to a single consolidated set.

BACK UP ADDENDUM TO PURCHASE AGREEMENT

THIS BACK UP ADDENDUM TO PURCHASE AGREEMENT (“Addendum”) is made as of the date of the last signature hereon.

1. Buyer and Seller have entered into the attached Purchase Agreement (the “Purchase Agreement”).

2. The Purchase Agreement is a secondary, back up agreement to another Purchase Agreement (the “Primary Purchase Agreement”) executed by Seller with another Buyer.

3. All obligations owed under the Purchase Agreement are suspended until such time as the Buyer receives written notice (“Notice”) from Seller to Buyer that the Primary Purchase Agreement is no longer in effect. Such Notice to Buyer shall be in writing as set forth on the form below. To be effective the Notice must be delivered prior to the date set for Closing in the Primary Purchase Agreement.

4. Buyer may, in good faith, and only prior to receiving Notice, cancel the Purchase Agreement and this Addendum by sending written notice of such cancellation to Seller as set forth on the form below. Such cancellation shall be effective as of the time Seller receives the written notice of cancellation.

5. All times for performance in the Purchase Agreement shall begin as of the date the Notice is received.

6. Buyer and Seller shall be released from all obligations and neither party shall have any further liability under the Purchase Agreement and this Addendum upon sale of the Property described in the Purchase Agreement.

7. Seller may amend the Primary Purchase Agreement, including the date set for Closing, without Buyer’s consent, but shall promptly advise Buyer in writing of any such amendments.

8. Except as modified by this Addendum, the Purchase Agreement remains unchanged.

9. Additional conditions:

X _____
Buyer’s Signature

Date/Time _____ A.M. P.M.

X _____
Buyer’s Signature

Date/Time _____ A.M. P.M.

X _____
Seller’s Signature

Date/Time _____ A.M. P.M.

X _____
Seller’s Signature

Date/Time _____ A.M. P.M.

WITHDRAWAL BY BUYER

Buyer, as of the date set forth herein, hereby cancels the Purchase Agreement and this Addendum.

X _____
Buyer's Signature
Printed Name: _____
Date/Time _____
 A.M. P.M.

X _____
Buyer's Signature
Printed Name: _____
Date/Time _____
 A.M. P.M.

Received by Seller on _____, 20____ at _____ A.M. P.M.

X _____
Seller's Signature
Printed Name: _____

X _____
Seller's Signature
Printed Name: _____

NOTICE BY SELLER

Seller, as of the date set forth herein, hereby notifies Buyer that the Primary Purchase Agreement is no longer in effect and that the Purchase Agreement is in effect upon receipt by Buyer of this Notice.

X _____
Seller's Signature
Printed Name: _____
Date/Time _____
 A.M. P.M.

X _____
Seller's Signature
Printed Name: _____
Date/Time _____
 A.M. P.M.

Received by Buyer on _____, 20____ at _____ A.M. P.M.

X _____
Buyer's Signature
Printed Name: _____

X _____
Buyer's Signature
Printed Name: _____