

RESIDENTIAL AGREEMENT TO PURCHASE AND SELL

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Date: _____ Time: _____ Received by: _____

Listing Firm and Designated Agent: _____

Office No. _____ Home No.: _____ Fax No. _____

Selling Firm and Designated Agent: _____

Office No. _____ Home No.: _____ Fax No. _____

PROPERTY DESCRIPTION: I/We offer and agree to purchase/sell the property located at

(Municipal Address)

(Lot Number)

(Subdivision)

(City)

(Parish)

(Zip Code)

Louisiana, with all land and grounds measuring about _____

or as per title, including all buildings, component parts, and permanently installed improvements thereon, together with fences, outside TV antennas, satellite dishes, all permanently installed and built-in appliances and fixtures, including ceiling fans, and window A/C units, bathroom mirrors, and window coverings, provided that any and all of these items are in place at the time this agreement is executed, unless otherwise stated herein. The following items are excluded: _____

The following movable items remain with the property, but are not to be considered in the sales price, and no value shall be associated with the movable items that remain with the property:

Purchaser's Initials

Purchaser's Initials

Seller's Initials

Seller's Initials

Date: _____

Date: _____

31 **PRICE:** Property is to be sold and purchased, subject to title and zoning restrictions, servitudes of record,
32 laws and/or ordinances affecting the property, for the sum of _____
33 Dollars (\$_____).

34 **DEPOSIT:** Upon acceptance of this offer, SELLER and PURCHASER shall be bound by all terms and
35 conditions of this agreement, and PURCHASER shall be obligated to deposit the sum of _____
36 _____ Dollars (\$_____) by Cash Check
37 Other _____ immediately in the Listing broker's
38 non-interest bearing sales escrow account with a federally insured bank or savings and loan association, without responsibility
39 on the part of the broker/agent in case of failure or suspension of such institution. Failure to do so shall be considered a
40 breach of this agreement. At the act of sale, this deposit shall be applied to the sales price. This deposit shall not be considered
41 as earnest money.

42 Notwithstanding any other provision in this agreement, in the event that the sale is not consummated for any reason,
43 including nullity, the deposit shall be returned to the parties in accordance with the Louisiana Real Estate License Law and
44 Chapter 29 of the Rules and Regulations of the Louisiana Real Estate Commission regarding deposits.

45 **FINANCING:** This sale is subject to the following financial terms:
46 All Cash Conventional Mortgage VA Guaranteed Mortgage
47 FHA Insured Mortgage Other_____.

48 **IF ALL CASH:** PURCHASER will furnish SELLER with written verification of purchase funds within _____
49 calendar days of acceptance of this offer or this agreement is null and void, at the option of the SELLER.

50 **IF FINANCED:** This sale is conditioned upon the ability of PURCHASER to borrow the sum of _____
51 _____ Dollars (\$_____)
52 or _____ percent of the sales price by a mortgage loan(s) at an initial Fixed Adjustable rate of interest not to
53 exceed _____ percent per annum.

54 **LOAN APPLICATION:** PURCHASER agrees to make a good faith application, which includes ordering and
55 paying for an appraisal and a credit report if required for loan approval, within _____ days of acceptance of
56 this offer or any counter offer. Should PURCHASER be unable to obtain loan approval by _____ (date), this agreement
57 shall be null and void. Written commitment by the lender to make loan(s), **without contingencies**, subject to approval of
58 title, shall constitute loan approval.

59 **APPRAISAL:** This Agreement is is not conditioned upon an appraisal being equal to or
60 greater than the sales price.

61 **OTHER COSTS:** SELLER is to pay for the cost of a wood destroying insect certificate, fees for mortgage
62 cancellation and any recording fees associated with the cancellation, and SELLER's prorated portion of real estate taxes,

Purchaser's Initials

Purchaser's Initials

Seller's Initials

Seller's Initials

Date: _____

Date: _____

63 unless otherwise stated herein. PURCHASER is to pay all other closing costs, unless otherwise stated herein. SELLER may
64 incur additional fees associated as required by the lender in an amount not to exceed _____
65 _____ Dollars (\$ _____).

66 [] PURCHASER [] SELLER agrees to pay discount points not to exceed _____
67 percent of the loan amount.

68 [] PURCHASER [] SELLER will pay origination fees not to exceed _____
69 _____
70 percent of the loan amount.

71 PURCHASER acknowledges that additional funds may be required to complete the sale of this property, including, but
72 not limited to, other closing costs, pre-paid items, and other similar expenses. PURCHASER represents that PURCHASER
73 has the funds necessary to satisfy PURCHASER's obligations, including the down payment, under this Agreement.

74 **CONTINGENCY FOR SALE OF PURCHASER'S PROPERTY:** PURCHASER's performance under this
75 Agreement [] is [] is not contingent upon the sale of PURCHASER's property located at _____
76 _____
77 _____ to be closed on or before _____.

78 **EXECUTION OF ACT OF SALE:** The act of sale shall be passed before PURCHASER's notary on or before _
79 _____ with mutual consent of the parties. Any extension shall be agreed upon in writing and signed by the
80 parties.

81 **SELLER'S TITLE:** SELLER's title shall be merchantable and free of all liens, encumbrances, and defects, except
82 those that can be satisfied at the act of sale or insured by title insurance. If bona fide curative work in connection with the
83 title is required, the parties agree to and extend the time for passing the sale by thirty (30) days. SELLER shall pay any cost
84 required to make the title merchantable, including all necessary tax and mortgage releases, certificates, and cancellations, if
85 any. In the event the title is not valid or merchantable and cannot be made so at a reasonable expense, this Agreement may
86 be declared null and void at the option of the PURCHASER. PURCHASER reserves the right to recover from the SELLER
87 PURCHASER's actual costs incurred in performing PURCHASER's obligations under this agreement.

88 **LIENS:** All improvement liens and assessments, as well as any other liens of any kind burdening the property at
89 the time of the act of sale, shall be paid by the SELLER.

90 **OCCUPANCY BY PURCHASER:** Occupancy will be granted to PURCHASER
91 [] upon execution of the act of sale or [_____] days after the execution of the act of sale at _____
92 _____ o'clock ____ .m.

93 **LEASES:** The property [] is [] is not leased currently.

Purchaser's Initials

Purchaser's Initials

Seller's Initials

Seller's Initials

Date: _____

Date: _____

94 If leased, then this offer is conditioned on PURCHASER's receipt, review, and approval of written leases within _
95 _____ (____) days from the date of acceptance of this agreement.

96 Security and pet deposits, keys, and lease agreements shall be transferred to PURCHASER at closing.

97 **PRORATIONS:** Real estate taxes, homeowner's association dues, rent income, and any similar items are to be
98 prorated to the date of the act of sale.

99 **MINERAL RESERVATIONS:** Mineral rights, if any, are:
100 [] reserved by SELLER [] conveyed to PURCHASER. If SELLER reserves the mineral rights, SELLER specifically
101 waives the right to use the surface for any mineral activity. If SELLER conveys the mineral rights, such mineral rights are
102 conveyed without warranty.

103 **BREACH OF AGREEMENT BY EITHER PARTY:** In the event of default by either party, the non-defaulting
104 party shall have the right to demand specific performance or damages, at his option. The defaulting party shall also be liable
105 for the brokerage fees and all costs and fees, including reasonable attorney's fees, incurred as a result of the breach of this
106 agreement.

107 **BROKERAGE FEES:** The closing notary is authorized to pay brokerage fees at the execution of the act of sale pursuant
108 to the terms of the written brokerage agreement(s).

109 **PROPERTY CONDITION DISCLOSURE:** The "Property Condition Disclosure Addendum," signed by all parties
110 is attached hereto and made a part hereof.

111 SELLER shall maintain the property in substantially the same or better condition as it was when this agreement was
112 executed. SELLER agrees to remove all refuse and personal property from the premises before the date of occupancy.
113 SELLER is not obligated to make repairs to the property, except those specifically set forth in the section of this agreement
114 entitled "Other Conditions of Sale," and PURCHASER has no right to demand any other repairs, including other repairs
115 required by the lender.

116 **INSPECTIONS:** Commencing with the first day after acceptance of this agreement, PURCHASER may,
117 at his expense, have any inspections made by experts or others of his choosing. Such inspections may include, but are not
118 limited to: inspections for lead-based paint and lead-based hazards, termites and other wood destroying insects (and damage
119 from same), appliances, structures, foundations, roofs, heating, cooling, electrical, or plumbing systems, and/or square footage.
120 SELLER agrees to provide the utilities for such inspections. PURCHASER's failure to make inspections or respond, in
121 writing, to SELLER (through SELLER's agent/broker) within _____ calendar days of acceptance of this agreement
122 shall be deemed as acceptance by PURCHASER of the present condition of the property.

123 Upon completion of the inspections, if PURCHASER is not satisfied with the present condition of the property as reflected
124 in the inspection reports, PURCHASER may indicate, in writing, the deficiencies to be remedied by SELLER. PURCHASER
125 shall also provide SELLER (through SELLER's agent/broker) with a copy of the inspection report showing the deficiency.

Purchaser's Initials

Purchaser's Initials

Seller's Initials

Seller's Initials

Date: _____

Date: _____

126 SELLER shall have seventy-two (72) hours from receipt of PURCHASER's "Property Condition Clause Response" to
127 respond, in writing, to PURCHASER's list of deficiencies.

128 Should SELLER refuse to remedy any or all of the deficiencies listed by PURCHASER, then PURCHASER shall have
129 forty-eight (48) hours from receipt of SELLER's written response to do one of the following: (1) accept SELLER's response as
130 written; (2) accept the property in its present condition; or (3) terminate the agreement. PURCHASER's response shall be in
131 writing. If PURCHASER fails to respond within the deadline set forth above, this Agreement shall be terminated.

132 If the Agreement is terminated as set forth in this section, all parties shall sign a cancellation within twenty-four (24)
133 hours, and the failure of either party to sign the cancellation shall not prohibit either party from making or accepting offers
134 from other persons.

135 PURCHASER shall have the right to re-inspect the property within five (5) business days prior to the act of sale or
136 occupancy, whichever occurs first, in order to determine if the property is in the same or better condition as was present at
137 the initial inspection. If the property is not in the same or better condition, then SELLER shall be obligated to perform, at
138 SELLER's sole expense, all work necessary to place the property in the condition that it was at the time of the initial
139 inspection.

140 **WOOD DESTROYING INSECT INSPECTION:** At the act of sale, SELLER shall provide a wood destroying
141 insect report prepared by a pest control company licensed by the State of Louisiana. The report, indicating no visible evidence
142 of active infestation, shall be dated no more than thirty (30) days prior to the act of sale. If either the PURCHASER's
143 inspection or the wood destroying insect report indicates active infestation or damage from such insects, this Agreement may
144 be terminated, at PURCHASER's option, unless PURCHASER and SELLER agree that SELLER, at his expense, repairs such
145 damage and/or treats such infestation. The repairs of damage from and/or treatment of infestation shall be evidenced by a
146 new wood destroying insect report.

147 **DEADLINES:** TIME IS OF THE ESSENCE, and all deadlines are final, except where modifications, changes, or
148 extensions are made in writing and signed by all parties to this agreement.

149 **ACCEPTANCE:** Acceptance must be in writing. Notice of this acceptance may be communicated by
150 facsimile transmission. The contract date of this agreement will be the date of final acceptance by the parties.

151 **OTHER CONDITIONS OF SALE:** If any of the pre-printed portions of this agreement vary or are in conflict
152 with any handwritten or other conditions of the sale, the handwritten or other conditions of the sale provisions will control.
153 OTHER CONDITIONS OF SALE include the following:

154 _____
155 _____
156 _____
157 _____

Purchaser's Initials

Purchaser's Initials

Seller's Initials

Seller's Initials

Date: _____

Date: _____

158 _____
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169 ADDENDA to be made part of this Agreement include the following:

- 170
 171 Property Condition Disclosure Form Leases
 172 Property Condition Disclosure Response Loan Pre-qualification Response
 173 Lead-Based Paint Disclosure Form Home Inspection
 174 Home Warranty Disclosure Form Other _____
 175
 176

177 **OFFENDER NOTIFICATION:** The Louisiana State Police maintains the State Sex Offender and Child Predator Registry through the
 178 Louisiana Bureau of Criminal Identification and Information. It is a public access database (www.lasocpr.lsp.org/socpr/) of the
 179 locations of individuals who are required to register pursuant to LSA-R.S. 15:540 et seq. Sheriff and police departments serving
 180 jurisdictions of 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0551 or 1-225-925-6100. Send
 181 written inquiries to Post Office Box 66614, Mail Slip #18, Baton Rouge, Louisiana 70896 or SOCPR@dps.state.la.us.
 182

183 This offer remains binding and irrevocable until: _____
 184 (Date) (Time)

185 _____
 186 PURCHASER'S SIGNATURE Date/Time PURCHASER'S SIGNATURE Date/Time

187 _____
 188 Print Purchaser's Full Name (First, Middle Initial, Last) Print Purchaser's Full Name (First, Middle Initial, Last)

189 Marital Status: Marital Status:
 190 Single Married Separated Single Married Separated
 191 Divorced Co-ownership Divorced Co-ownership

192 _____
 193 Social Security Number Social Security Number

194 _____
 195 Purchaser's Initials Purchaser's Initials Seller's Initials Seller's Initials

196 Date: _____ Date: _____

198 _____

199 _____

200 _____

201 Address _____

202 _____

203 _____

204 Telephone Numbers (Home and Office) _____

205 _____

206 _____

207 Name of Employer _____

208 _____

209 **RECEIVED BY:**

210 _____

211 _____

212 _____

213 Listing Agent/Broker _____

Address _____

Telephone Numbers (Home and Office) _____

Name of Employer _____

Listing Agent/Broker

Date/Time

Purchaser's Initials

Purchaser's Initials

Seller's Initials

Seller's Initials

Date: _____

Date: _____

SELLER'S RESPONSE TO AGREEMENT TO PURCHASE AND SELL

This offer is: <input type="checkbox"/> Accepted <input type="checkbox"/> Rejected <input type="checkbox"/> Countered with Addendum <input type="checkbox"/> Countered without Addendum.			
_____ SELLER'S SIGNATURE Date/Time	_____ SELLER'S SIGNATURE Date/Time		
_____ Print Seller's Full Name (First, Middle Initial, Last)	_____ Print Seller's Full Name (First, Middle Initial, Last)		
Marital Status: <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Divorced <input type="checkbox"/> Co-ownership	Marital Status: <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Divorced <input type="checkbox"/> Co-ownership		
_____ Social Security Number	_____ Social Security Number		
_____ Address	_____ Address		
_____ Telephone Numbers (Home and Office)	_____ Telephone Numbers (Home and Office)		
_____ Name of Employer	_____ Name of Employer		

Purchaser's Initials

Purchaser's Initials

Seller's Initials

Seller's Initials

Date: _____

Date: _____

**SELLER'S COUNTER OFFER TO
AGREEMENT TO PURCHASE AND SELL**

The "Residential Agreement to Purchase and Sell" is acceptable, provided PURCHASER agrees to the following changes: _____

ALL OTHER TERMS REMAIN UNCHANGED.

This counter offer remains binding and irrevocable until _____ (Date) _____ (Time).

SELLER'S SIGNATURE

Date/Time

SELLER'S SIGNATURE

Date/Time

Print Seller's Full Name (First, Middle Initial, Last)

Print Seller's Full Name (First, Middle Initial, Last)

RECEIVED BY:

Selling Agent/Broker

Date/Time

Purchaser's Initials

Purchaser's Initials

Seller's Initials

Seller's Initials

Date: _____

Date: _____

**PURCHASER'S RESPONSE
TO COUNTER OFFER**

I/We have read, understood, and accept the above counter offer:			
PURCHASER'S SIGNATURE	Date/Time	PURCHASER'S SIGNATURE	Date/Time
Print Purchaser's Full Name (First, Middle Initial, Last)		Print Purchaser's Full Name (First, Middle Initial, Last)	

Purchaser's Initials

Purchaser's Initials

Seller's Initials

Seller's Initials

Date: _____

Date: _____