

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: _____

Purchaser's Initials

Purchaser's Initials

Seller's Initials

Seller's Initials

Date: _____

Date: _____

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

30 _____
31 _____
32 _____.

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

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

44 Notwithstanding any other provision in this agreement, in the event that the sale is not
45 consummated for any reason, including nullity, the deposit shall be returned to the parties in
46 accordance with the Louisiana Real Estate License Law and Chapter 28 of the Rules and Regulations
47 of the Louisiana Real Estate Commission regarding deposits.

48 **FINANCING:** This sale is subject to the following financial terms:
49 [] All Cash [] Conventional Mortgage [] VA Guaranteed Mortgage
50 [] FHA Insured Mortgage [] Other _____.

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

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

Purchaser's Initials

Purchaser's Initials

Seller's Initials

Seller's Initials

Date: _____

Date: _____

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

64 **APPRAISAL:** This Agreement [] is [] is not conditioned upon an appraisal being equal
65 to or greater than the sales price.

66 **OTHER COSTS:** SELLER is to pay for the cost of a wood destroying insect certificate,
67 fees for mortgage cancellation and any recording fees associated with the cancellation, and
68 SELLER's prorated portion of real estate taxes, unless otherwise stated herein. PURCHASER is to
69 pay all other closing costs, unless otherwise stated herein. SELLER may incur additional fees
70 associated as required by the lender in an amount not to exceed
71 _____ Dollars (\$ _____).

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

74 [] PURCHASER [] SELLER will pay origination fees not to exceed _____
75 percent of the loan amount.

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

80 **CONTINGENCY FOR SALE OF PURCHASER'S PROPERTY:** PURCHASER's performance
81 under this Agreement [] is [] is not contingent upon the sale of PURCHASER's property
82 located at _____
83 _____ to be closed on or before
84 _____.

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

Purchaser's Initials Purchaser's Initials Seller's Initials Seller's Initials

Date: _____ Date: _____

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

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

99 **OCCUPANCY BY PURCHASER:** Occupancy will be granted to PURCHASER
100 [] upon execution of the act of sale or [_____] days after the execution of the act of sale at
101 _____ o'clock ____m.

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

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

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

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

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

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

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

Purchaser's Initials

Purchaser's Initials

Seller's Initials

Seller's Initials

Date: _____

Date: _____

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

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

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

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

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

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

Purchaser's Initials

Purchaser's Initials

Seller's Initials

Seller's Initials

Date: _____

Date: _____

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

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

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

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

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

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

173 _____
174 _____
175 _____
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Purchaser's Initials

Purchaser's Initials

Seller's Initials

Seller's Initials

Date: _____

Date: _____

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187 ADDENDA to be made part of this Agreement include the following:

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189 [] Property Condition Disclosure Form [] Leases
190 [] Property Condition Disclosure Response [] Loan Pre-qualification Response
191 [] Lead-Based Paint Disclosure Form [] Home Inspection
192 [] Home Warranty Disclosure Form [] Other _____

193
194 This offer remains binding and irrevocable until: _____
195 (Date) (Time)

196
197

PURCHASER'S SIGNATURE Date/Time

PURCHASER'S SIGNATURE Date/Time

198
199
200

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

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

201
202 Marital Status:

203 [] Single [] Married [] Separated
204 [] Divorced [] Co-ownership

201
202 Marital Status:

203 [] Single [] Married [] Separated
204 [] Divorced [] Co-ownership

205
206
207

Social Security Number

Social Security Number

208
209

Address

Address

210
211

Telephone Numbers (Home and Office)

Telephone Numbers (Home and Office)

212
213

Name of Employer

Name of Employer

214
215
216

217
218
219 RECEIVED BY: _____
220 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 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: _____