

LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL

PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

Electronic Notice Authorization

The BUYER authorizes his or her agent, and the SELLER's agent, to electronically deliver notices and other communications to the email address shown above.

The SELLER authorizes his or her agent, and the BUYER's agent, to electronically deliver notices and other communications to the email address shown above.

The authorization contained in this Section is not an authorization for the Buyer's agent to communicate directly with the SELLER or a Seller's agent to communicate directly with the BUYER. The BUYER and SELLER consent to: (i) the use of electronic documents and digital signatures, which will be treated as originals of the signatures, including this Agreement, any supplement addendum or modification relating thereto, and any notices, requests, claims, demands, and other communications as set forth in the Agreement; and, (ii) the electronic transmission of documents.



1 **PROPERTY DESCRIPTION:** I / We offer and agree to Buy / Sell the property at:

2 (Municipal Address) _____

3 City _____ ; Zip _____ ; Parish _____ ; Louisiana,

4 (Legal Description) _____

5 _____

6 _____ on lands and

7 grounds measuring approximately (# _____)

8 or as per record title; including all buildings, structures, component parts, and all installed, built-in permanently attached

9 improvements, together with all fences, security systems, all installed speakers or installed sound systems, all landscaping,

10 all outside TV antennas, all satellite dishes, all installed and/or built-in appliances, all ceiling fans, all air conditioning or

11 heating systems including window units, all bathroom mirrors, all window coverings included but not limited to blinds, drapes,

12 curtains, window shades, window coverings, all associated window covering hardware, all shutters, all flooring, all carpeting,

13 all cabinet tops, all cabinet knobs or handles, all doors, all door knobs or handles, all doorbells, all windows, all roofing, all

14 electrical systems, all installed security systems, installed generators, attached television mounts, gas logs, and all installed

15 lighting fixtures, chandeliers, all installed hardware, and other constructions permanently attached to the ground. If owned by

16 the SELLER prior to date of this Agreement, standing timber, unharvested crops, and ungathered fruits of trees on the

17 property shall be conveyed to the BUYER. The following movable items shall remain with the property; be transferred without

18 any warranty; be deemed to have no value; and, shall not be considered as part of the Sale Price:

19 _____

20 _____

21 _____

22 All items listed herein are included in the property sold no matter how they are attached or installed, provided that any or all

23 of these items are in place at the time of signing this Agreement to Buy or Sell (the "Agreement"), unless otherwise stated

24 herein (All of the above contained in lines 2 through 23 are collectively referred to herein as the "Property."). The following

25 items are excluded from the Property sold:

26 _____

27 _____

28 **MINERAL RIGHTS:** SELLER reserves mineral rights: Yes No

29 If yes, _____ (_____ %) of the mineral rights owned by the

30 SELLER are to be reserved and retained by the SELLER. The SELLER shall waive any right to use the surface for any such

31 reserved and retained mineral activity or use. If no, then all mineral rights held by SELLER, if any, shall be transferred to

32 BUYER without warranty.

33 **PRICE:** The Property will be sold and purchased subject to title and zoning restrictions, servitudes of record, and law or

34 ordinances affecting the Property for the sum of

35 _____ (\$ _____) (the "Sa

36 **ACT OF SALE:** The Act of Sale is to be executed before a settlement agent or Notary Public to be chosen by the BUYER,

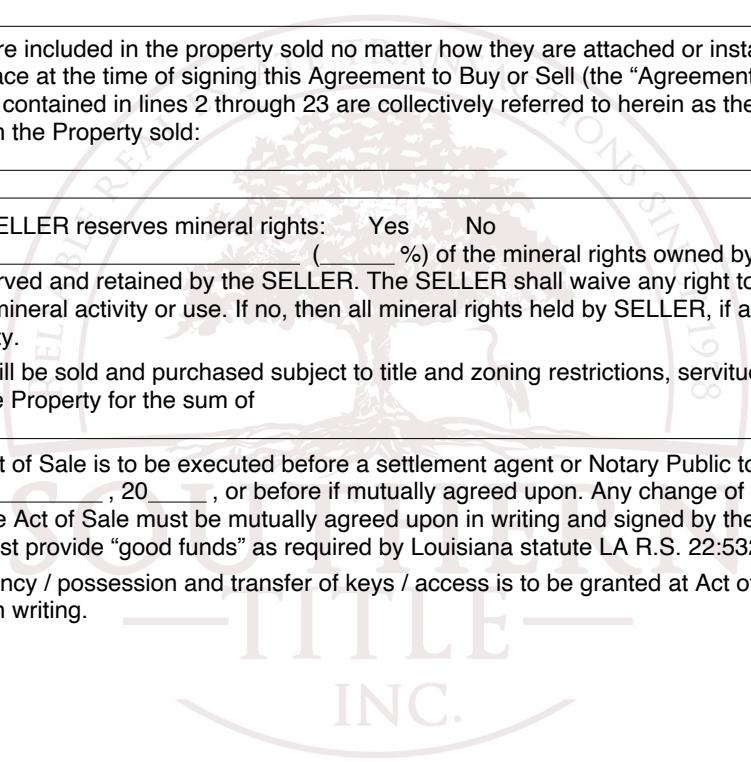
37 on _____, 20_____, or before if mutually agreed upon. Any change of the

38 date for execution of the Act of Sale must be mutually agreed upon in writing and signed by the SELLER and the BUYER. At

39 closing, the BUYER must provide "good funds" as required by Louisiana statute LA R.S. 22:532 et seq.

40 **OCCUPANCY:** Occupancy / possession and transfer of keys / access is to be granted at Act of Sale unless otherwise

41 mutually agreed upon in writing.



42 **CONTINGENCY FOR SALE OF BUYER'S OTHER PROPERTY:**

43 This sale is contingent on the sale of other property by the BUYER and the contingency language found either
44 in lines 56-64 or the attached addendum shall apply.

45 This sale is not contingent upon the sale of other property by the BUYER nor is the loan needed by the BUYER
46 to obtain the Sale Price contingent on the BUYER'S sale of any property.

47 **ADDITIONAL TERMS AND CONDITIONS:**

48 _____
49 _____
50 _____
51 _____
52 _____
53 _____
54 _____
55 _____
56 _____

57 **FINANCING:**

58 **ALL CASH SALE:** The BUYER warrants the BUYER has cash readily available to close the sale of this Property.

59 **BUYER shall provide at least one of the following within** _____ calendar days after the effective date of
60 this Agreement: (i) a letter of financial capabilities from a banking institution on bank letter head verifying that BUYER has
61 the necessary cash or line of credit in an amount equal to or in excess of the Purchase Price; (ii) a copy of a bank statement
62 showing sufficient funds in an amount equal to or in excess of the Purchase Price; or, (iii) such other proof of funds as
63 SELLER may accept. SELLER may terminate this Agreement if BUYER fails to provide such documentation as required
64 herein. BUYER hereby grants permission to the SELLER and the SELLER'S agent, if applicable, to contact the banking
65 institution providing the letter of financial capabilities or the financial institution shown on the copy of such bank statement to
66 verify said information.

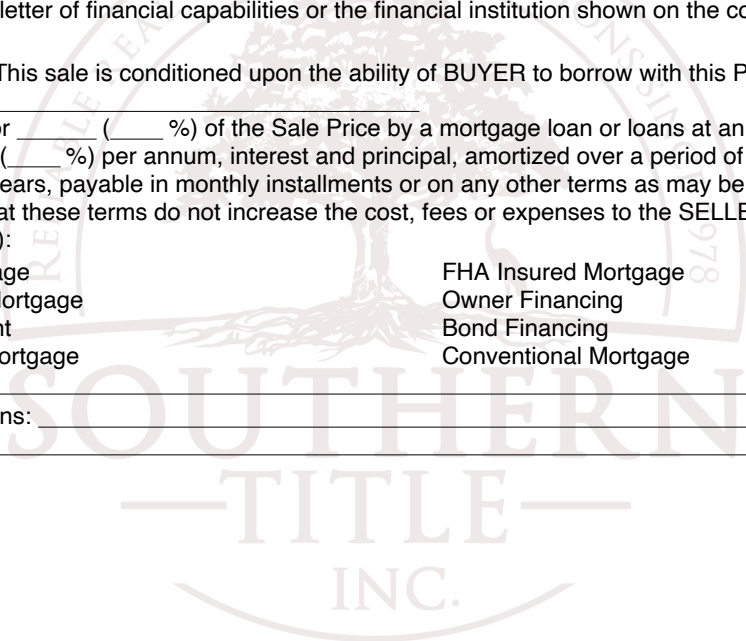
67 **FINANCED SALE:** This sale is conditioned upon the ability of BUYER to borrow with this Property as security
68 for the loan the sum of _____
69 (\$ _____) or _____ (____%) of the Sale Price by a mortgage loan or loans at an initial interest rate not to exceed
70 _____ (____%) per annum, interest and principal, amortized over a period of not less than
71 _____ (#____) years, payable in monthly installments or on any other terms as may be acceptable to
72 the BUYER provided that these terms do not increase the cost, fees or expenses to the SELLER. The loan shall be secured
73 by (Check all that apply):

- | | |
|--------------------------|-----------------------|
| Fixed Rate Mortgage | FHA Insured Mortgage |
| Adjustable Rate Mortgage | Owner Financing |
| Rural Development | Bond Financing |
| VA Guaranteed Mortgage | Conventional Mortgage |

74 Other _____

75 Other financing conditions: _____

76 _____



77 The BUYER acknowledges and warrants that the BUYER has available the funds which may be required to complete the
 78 sale of the Property, including but not limited to the deposit, the down payment, closing costs, prepaid items, and other
 79 expenses. If this sale is a Financed Sale, BUYER acknowledges that any terms and conditions imposed by the BUYER'S
 80 lender(s) or by the Consumer Financial Protection Bureau shall not affect or extend the BUYER'S obligation to execute the
 81 Act of Sale or otherwise affect any terms or conditions of this Agreement except as otherwise set forth herein. The BUYER
 82 shall supply the SELLER written documentation from a lender that a loan application has been made and the BUYER has
 83 given written authorization to lender to proceed with the loan approval process within
 84 _____ (# _____) calendar days after the date of acceptance
 85 of this offer by both parties. If the BUYER fails to make loan application, and to supply SELLER with written documentation
 86 of that application and BUYER'S written authorization for lender to proceed with loan process within this period, the SELLER
 87 may, at the SELLER'S option, elect, in writing, to terminate the Agreement and declare the Agreement null and void, by
 88 giving the BUYER written notice of the SELLER'S termination. If the BUYER is not able to secure financing, the SELLER
 89 reserves the right to provide all or part of mortgage loan(s) under the terms set forth above.

90 **PRORATIONS, SPECIAL ASSESSMENTS, AND OTHER COSTS:** Real estate taxes, flood insurance premiums if
 91 assumed, rents, condominium dues, special assessments, homeowners' associations dues, and/or substantially similar dues
 92 or other costs for the current year shall be prorated through the date of the Act of Sale. Act of Sale costs, abstracting costs,
 93 title search, title insurance, and other costs required to obtain financing shall be paid by the BUYER, unless otherwise
 94 expressly provided for by the parties pursuant to a written agreement.

95 All necessary tax, mortgage, conveyance, release certificates or cancellations, and the SELLER closing fees, if any, shall be
 96 paid by the SELLER. On or before the date of the Act of Sale, the SELLER shall also pay all previous years' taxes, special
 97 assessments, condominium dues, homeowners' associations dues, and/or substantially similar dues or other costs, which
 98 were incurred or bear against the Property prior to the Act of Sale, unless otherwise expressly provided for by the parties
 99 pursuant to a written agreement.

100 For this Agreement, "special assessment" includes but is not limited to any assessment levied against the Property for
 101 payment of local improvement costs by state or local governmental authorities, political subdivisions, quasi-public bodies, or
 102 other public or private entities pursuant to agreement, contract, or law.

103 **DEPOSIT:** Upon acceptance of this offer, or any attached counteroffer, the SELLER and the BUYER shall be bound by all
 104 terms and conditions of this Agreement, and the BUYER or the BUYER'S agent shall deliver within 72 hours, upon notice of
 105 acceptance of the offer, the BUYER'S deposit (the "Deposit") in the amount of

106 _____ (\$ _____) or _____ (____%)
 107 of the Sale Price to be paid in the form of: Check Certified Funds Electronic Transfer No Deposit

108 Southern Title, Inc. shall hold the Deposit.

109 **DEPOSIT HELD BY THIRD PARTY:** Louisiana Administrative Code Title 46, Part LXVII, Section 2717 requires that funds
 110 received in a real estate sales transaction shall be deposited in the appropriate sales escrow checking account, rental trust
 111 checking account, or security deposit trust checking account of the listing or managing broker ("Broker"), unless all parties
 112 having an interest in the funds have agreed otherwise in writing. I agree that the Deposit related to this transaction shall be
 113 held by a third party and not in a sales escrow account maintained by the Broker. I understand that the Louisiana Real
 114 Estate Commission may not have jurisdiction over those third parties holding the funds. I acknowledge the Broker is not
 115 legally required to disburse a security deposit in accordance with LAC 46:LXVII.2901 when a third party holds the Deposit.



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

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

- 124 1) If this Agreement is declared null and void by the BUYER pursuant to the Due Diligence and the Inspection Period as
125 set forth in this Agreement;
- 126 2) If this Agreement is subject to the BUYER'S ability to obtain a loan and the loan cannot be obtained, except as
127 provided in this Agreement, but only if the BUYER has made good faith efforts to obtain the loan;
- 128 3) If the SELLER declares the Agreement null and void for failure of BUYER to comply with written document
129 requirements set forth in this Agreement;
- 130 4) If the BUYER conditions the Sale Price on an appraisal is less than the Sale Price and the SELLER will not reduce the
131 Sale Price as set forth in this Agreement;
- 132 5) If the BUYER timely terminates the Agreement after having received the leases or assessments, as set forth in this
133 Agreement;
- 134 6) If the SELLER is unable to timely deliver to the BUYER an approved sewerage and/or water inspection report as set
135 forth in this Agreement;
- 136 7) If the SELLER chooses not to repair or replace the sewer system(s) servicing the Property as per the SEPTIC/WATER
137 WELL ADDENDUM, and the BUYER terminates the agreement as a result thereof.
- 138 8) If the SELLER chooses not to repair or replace the private water well system(s) as per the SEPTIC/WATER WELL
139 ADDENDUM, and the BUYER terminates the agreement as a result thereof.

140 **LEASES:** The sale is conditioned upon the BUYER'S receipt of a copy of all written leases, excluding mineral leases, from
141 the SELLER within five (5) calendar days of acceptance of the Agreement. The BUYER shall have five (5) calendar days
142 after receipt of the aforementioned documents to notify the SELLER whether they are acceptable to the BUYER. Security
143 deposits, keys/access, and leases are to be transferred to the BUYER at or before the Act of Sale.

144 **PROPERTY CONDITION:** THE BUYER ACKNOWLEDGES THAT THE SALE PRICE OF THE PROPERTY WAS
145 NEGOTIATED BASED UPON THE PROPERTY'S APPARENT CURRENT CONDITION; ACCORDINGLY, THE SELLER IS
146 NOT OBLIGATED TO MAKE REPAIRS TO THE PROPERTY, INCLUDING REPAIRS REQUIRED BY THE LENDER
147 UNLESS OTHERWISE STATED HEREIN. THE SELLER IS RESPONSIBLE FOR MAINTAINING THE PROPERTY IN
148 SUBSTANTIALLY THE SAME OR BETTER CONDITION AS IT WAS WHEN THE AGREEMENT WAS FULLY EXECUTED.

149 **DUE DILIGENCE AND INSPECTION PERIOD:**

150 If acceptance of this Agreement occurs, the BUYER shall have a Due Diligence and Inspection Period (hereinafter "DDI
151 Period") commencing on the first day after acceptance of this Agreement and expiring
152 _____ (# _____) calendar days after commencement OR upon
153 the date and time the BUYER'S Request to the SELLER is received as set forth in this Agreement, whichever is earlier.
154 The SELLER agrees to provide the utilities for any due diligence and inspections and immediate access to the Property. The
155 due diligence and inspection period will be extended by the same number of days that the BUYER is not granted immediate
156 access to the Property or all utilities are not provided by the SELLER.

157 **Effect of BUYER'S Failure to Timely Provide Written Termination or BUYER'S Request:** Failure of the BUYER to timely
158 provide written notice of termination or a written BUYER'S Request as described below prior to the expiration of the DDI
159 Period shall be deemed as acceptance by the BUYER of the Property's current condition.

160 **DDI Period Activities:** During the inspection and due diligence period the BUYER may, at the BUYER'S expense, have any
161 inspections made by experts or others of his choosing. Such physical inspections may include but are not limited to surveys,
162 inspections for termites and other wood destroying insects, and/or damage from same, molds, and fungi hazards, and
163 analysis of synthetic stucco, drywall, appliances, structures, foundations, roof, heating, cooling, electrical, plumbing systems,
164 utility and sewer, including but not limited to septic tanks and pump grinder systems availability and condition, out-buildings,
165 and square footage. Other due diligence by the BUYER may include but is not limited to investigation into the Property's
166 school district, insurability, flood zone classifications, current zoning and/or subdivision restrictive covenants and any items
167 addressed in the SELLER'S Property Disclosure Document. All testing shall be nondestructive testing.

168 **BUYER'S OPTIONS PRIOR TO THE EXPIRATION OF THE DDI PERIOD:** If the BUYER is not satisfied with the condition
169 of the Property or the results of the BUYER'S due diligence or investigations, the BUYER may choose one of the following
170 options prior to the expiration of the DDI Period:

171 **OPTION 1:** The BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void.

172 **Effect of the BUYER'S Termination of the Agreement pursuant to Option 1:** If the BUYER elects to terminate this
173 Agreement in writing, the Agreement shall be automatically ipso facto null and void with no further action required by either
174 party except for return of Deposit to the BUYER.

175 **OPTION 2:**

176 **A.** The BUYER may present a single, signed, and complete written list to the Seller of the deficiencies and desired
177 remedies ("BUYER'S Request").

178 **B.** If the BUYER selects Option 2, the following process shall apply:

179 **1.** (a) SELLER'S Response to BUYER'S Request:

180 If provided a BUYER'S REQUEST, the SELLER shall respond in writing as to the SELLER'S willingness to or refusal
181 to remedy any deficiencies identified in the BUYER'S Request. Seller's signed, written response shall be provided to
182 the BUYER within 72 hours of receipt of the BUYER'S Request ("SELLER'S Response").

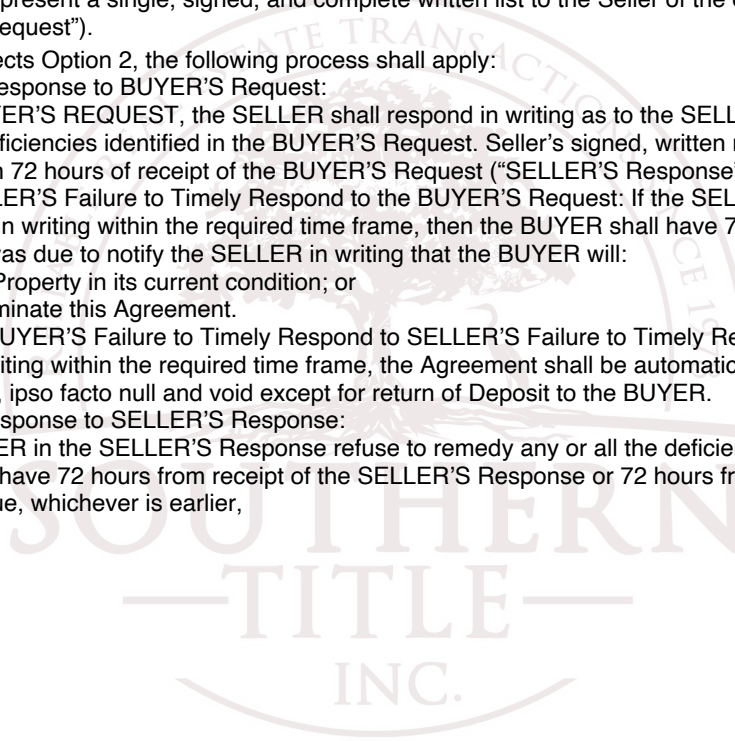
183 **(b)** Effect of SELLER'S Failure to Timely Respond to the BUYER'S Request: If the SELLER fails to timely respond to
184 the BUYER'S Request in writing within the required time frame, then the BUYER shall have 72 hours from when the
185 SELLER'S Response was due to notify the SELLER in writing that the BUYER will:

- 186 (i) accept the Property in its current condition; or
187 (ii) elect to terminate this Agreement.

188 **(c)** Effect of the BUYER'S Failure to Timely Respond to SELLER'S Failure to Timely Respond: If the BUYER fails to
189 provide this notice in writing within the required time frame, the Agreement shall be automatically, with no further action
190 required by either party, ipso facto null and void except for return of Deposit to the BUYER.

191 **2.** (a) BUYER'S Response to SELLER'S Response:

192 Should the SELLER in the SELLER'S Response refuse to remedy any or all the deficiencies listed by the BUYER, then
193 the BUYER shall have 72 hours from receipt of the SELLER'S Response or 72 hours from the date that the SELLER'S
194 Response was due, whichever is earlier,



195 to take one of the following actions ("BUYER'S Response"). The BUYER'S Response shall be provided to the SELLER
196 in writing.

197 (i) accept the SELLER'S Response to the BUYER'S Request, or

198 (ii) accept the Property in its current condition, or

199 (iii) to elect to terminate this Agreement in writing which shall automatically make the Agreement ipso facto null and
200 void with no further action required by either party except for the return of Deposit to the BUYER.

201 **(b) Effect of BUYER'S Failure to Timely Respond to SELLER'S Response:** If the BUYER fails to respond to the
202 SELLER'S Response within the time specified, then the Agreement shall be automatically, with no further action required by
203 either party, ipso facto null and void except for return of Deposit to the BUYER.

204 Upon receipt of the written BUYER'S Response to the SELLER'S Response, the SELLER shall not be required to remedy
205 any additional deficiencies requested by the BUYER unless the parties enter into an additional agreement in writing.

206 **PRIVATE WATER/SEWERAGE:**

207 There is/are _____ (#____) private water system(s) servicing only the primary residence, and
208 the attached private Septic/Water Addendum inspections shall include only the system(s) supplying service to the primary
209 residence.

210 There is NO private water system(s) servicing only the primary residence.

211 There is/are _____ (#____) private septic/treatment system(s) servicing only the primary
212 residence and the attached private Septic/Water Addendum inspections shall include only those systems supplying
213 service to the primary residence.

214 There is NO private septic/treatment system(s) servicing only the primary residence.

215 **APPRAISAL:** This sale is NOT conditioned on appraisal. This sale IS conditioned on the appraisal of the
216 Property being not less than the Sale Price. The SELLER agrees to provide the utilities and access for appraisals. If the
217 appraised value of the Property is equal to or greater than the Sale Price, the BUYER shall pay the Sale Price agreed upon
218 prior to the appraisal. If the appraised value is less than the Sale Price, the BUYER shall provide the SELLER with a copy
219 of the appraisal within _____ (#____) calendar days of receipt of same, along with the BUYER'S written request
220 for the SELLER to reduce the Sale Price.

221 Within _____ (#____) calendar days after the SELLER'S receipt of such written documentation
222 of the appraised value, the BUYER shall have the option to pay the Sale Price agreed upon prior to the appraisal or to void
223 this Agreement unless the SELLER agrees in writing to reduce the Sale Price to the appraised value or all parties agree to a
224 new Sale Price.

225 **WARRANTY OR AS IS CLAUSE WITH WAIVER OF RIGHT OF REDHIBITION: (CHECK ONE ONLY)**

226 **A. SALE WITH WARRANTIES:** The SELLER and the BUYER acknowledge that this sale shall be with full SELLER
227 warranties as to any claims or causes of action including but not limited to redhibition pursuant to Louisiana Civil Code
228 Article 2520 et seq.

229 **B. SALE "AS IS" WITHOUT WARRANTIES:** The SELLER and the BUYER hereby acknowledge and recognize that
230 the Property being sold and purchased is to be transferred in "as is" condition and further the BUYER does hereby waive,
231 relieve and release the SELLER from any claims or causes of action for redhibition pursuant to Louisiana Civil Code
232 Article 2520 et seq. and Article 2541 et seq. or for reduction of Sale Price pursuant to Louisiana Civil



233 Code Article 2541 et seq. Additionally, the BUYER acknowledges that this sale is made without warranty of fitness for
234 ordinary or particular use pursuant to Louisiana Civil Code Article 2524. The SELLER and the BUYER agree that this
235 clause shall be made a part of the Act of Sale.

236 **C. NEW HOME WARRANTIES:** Notwithstanding the above and irrespective of whether A or B above
237 is checked, if the Property is a new construction, the parties agree that neither A or B will apply but instead the provisions
238 of the New Home Warranty Act (LA R.S. 9:3141 et seq) shall apply. The warranty of condition of this Property is governed
239 by the New Home Warranty Act if a home on the Property is a "home" as defined in the New Home Warranty Act.

240 **HOME SERVICE/WARRANTY:** A home service/warranty plan

241 will / will not be purchased at the closing of sale at a cost not to exceed

242 _____ (\$_____)

243 to be paid by the BUYER / the SELLER.

244 Home Service Warranty will be ordered by _____

245 The home service warranty plan does not warrant pre-existing defects and options, and does not supersede or replace any
246 other inspection clause or responsibilities. If neither the BUYER nor the SELLER accepts the home service warranty plan,
247 they declare that they have been made aware of the existence of such a plan, and further declare that they hold the Broker
248 and Agents harmless from any responsibility or liability due to their rejection of such a plan.

249 **MERCHANTABLE TITLE/CURATIVE WORK:** The SELLER shall deliver to the BUYER a merchantable title at the
250 SELLER'S costs. If curative work in connection with the title to the Property is required or is a requirement for obtaining the
251 loan(s) upon which this Agreement is conditioned, the parties agree to and do extend the date for passing the Act of Sale
252 to a date not more than _____ (#____) calendar days from the date of the Act of Sale stated herein. The SELLER'S
253 title shall be merchantable and free of all liens and encumbrances except those that can be satisfied at Act of Sale. All costs
254 and fees required to make title merchantable shall be paid by the SELLER. The SELLER shall make good faith efforts to
255 deliver merchantable title. The SELLER'S inability to deliver merchantable title within the time stipulated herein shall render
256 this Agreement null and void, reserving unto the BUYER the right to demand the return of the Deposit and to recover from
257 the SELLER actual costs incurred in processing of sale as well as legal fees incurred by the BUYER.

258 **FINAL WALK THROUGH:** The BUYER shall have the right to re-inspect the Property within five (5) calendar days prior to
259 the Act of Sale, or occupancy, whichever will occur first in order to determine if the Property is in the same or better condition
260 as it was at the initial inspection(s) and to ensure all agreed upon repairs have been completed. The SELLER agrees to
261 provide utilities and immediate access to the Property for the final walk through.

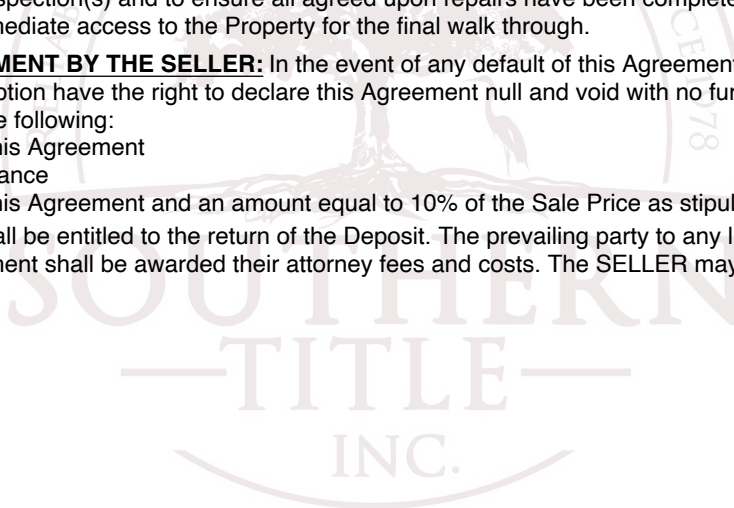
262 **DEFAULT OF AGREEMENT BY THE SELLER:** In the event of any default of this Agreement by the SELLER, the BUYER
263 shall at the BUYER'S option have the right to declare this Agreement null and void with no further demand, or to demand
264 and/or sue for any of the following:

265 1) Termination of this Agreement

266 2) Specific performance

267 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.

268 Further, the BUYER shall be entitled to the return of the Deposit. The prevailing party to any litigation brought to enforce any
269 provision of this Agreement shall be awarded their attorney fees and costs. The SELLER may also be liable for Broker fees.



270 **DEFAULT OF AGREEMENT BY BUYER:** In the event of any default of this Agreement by the BUYER, the SELLER shall
271 have at the SELLER'S option the right to declare this Agreement null and void with no further demand, or to demand and sue
272 for any of the following:

- 273 1) Termination of this Agreement
- 274 2) Specific performance
- 275 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.

276 Further, the SELLER shall be entitled to retain the Deposit. The prevailing party to any litigation brought to enforce any
277 provision of this Agreement shall be awarded their attorney fees and costs. The BUYER may also be liable for Broker fees.

278 Should this Agreement be cancelled for any reason, the party or parties indicated below agree to pay Southern Title, Inc. for
279 all work performed, including legal and abstracting services, completed as part of this Agreement:

Buyer	Seller
-------	--------

280 **BUYER BROKER COMPENSATION:** At closing, SELLER shall pay
281 _____ (\$0 / 0% of Sale Price if left blank) toward the BUYER'S Broker's compensation.
282 The parties agree that they shall disburse or direct the disbursement of such payment at closing to the BUYER'S Broker from
283 the SELLER'S sale proceeds. The parties further agree that any party obligated to pay broker compensation shall provide
284 additional funds at closing if the sale proceeds are insufficient to make such payment. The parties acknowledge that broker
285 compensation is not set by law and is fully negotiable. The BUYER'S Broker shall not receive compensation for real estate
286 activity from any source that exceeds the amount or rate agreed upon in a buyer agreement required by La. R.S. 37:1448.4.

287 **ROLES OF BROKERS AND DESIGNATED AGENTS:** Broker(s) and Designated Agent(s) have acted only as real estate
288 brokers to bring the parties together and make no warranty to either party for performance or non-performance of any part of
289 this Agreement or for any warranty of any nature unless specifically set forth in writing.

290 Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning Property measurements,
291 square footage, room dimensions, lot size, Property lines or boundaries. Broker(s) and Designated Agent(s) make no
292 representations as to suitability or to a particular use of the Property, and the BUYER has or will independently investigate all
293 conditions and characteristics of the Property which are important to the BUYER. The BUYER is not relying on the Broker or
294 the Designated Agent(s) to choose a representative to inspect or re-inspect the Property; the BUYER understands any
295 representative desired by the BUYER may perform this function. If Broker/Agent(s) provides names or sources for such
296 advice or assistance, Broker/Agent(s) does not warrant the services of such experts or their products and cannot warrant the
297 condition of Property or interest to be acquired or guarantee that all defects are disclosed by the SELLER(S).

298 Broker/Agent(s) do not investigate the status of permits, zoning, code compliance, restrictive covenants, or insurability. The
299 Broker(s) and Designated Agent(s) specifically make no warranty whatsoever as to whether the Property is situated in or out
300 of the Government's hundred-year flood plan or is or would be classified as wetlands by the U.S. Army Corps of Engineers,
301 or as to the presence of wood destroying insects or damage there from. The BUYER(S) are to satisfy themselves concerning
302 these issues. Designated Agent shall be an independent contractor for Broker if the conditions set forth in La. R.S.
303 37:1446(H) are met.

304 **LIST ADDENDA TO BE ATTACHED AND MADE A PART OF THIS AGREEMENT:**

- Contingency for Sale of the BUYER'S Other Property Addendum _____
- Condominium Addendum _____
- Private Water/Sewerage Addendum _____
- New Construction Addendum _____

305 If any of the pre-printed portions of this Agreement vary or conflict with any additional or modified terms on blanks provided
306 in this form or Addendum attached to this Agreement, the additional, modified, or Addendum provisions control.

307 **MOLD RELATED HAZARDS NOTICE:** An informational pamphlet regarding common mold related hazards that can affect
308 real property is available at the EPA website: <https://www.epa.gov/sites/default/files/2016-10/documents/moldguide12.pdf>.
309 By initialing this page of the Agreement, the BUYER acknowledges that the real estate agent has provided the BUYER with
310 the EPA website enabling the BUYER to obtain information regarding common mold related hazards.

311 **OFFENDER NOTIFICATION:** The Louisiana State Police maintains the State Sex Offender and Child Predator Registry
312 through the Louisiana Bureau of Criminal Identification and Information. It is a public access database of the locations of
313 individuals who are required to register pursuant to La. R.S. 15:540 et seq. The website for the database is:
314 <https://lsp.org/community-outreach/sex-offender-registry/>. Sheriff and police departments serving jurisdictions of 450,000
315 also maintain such information. Inquiries can be made by phone at 1-800-858-0551. Send written inquiries to Post Office Box
316 66614, Box A-6, Baton Rouge, Louisiana 70896.

317 **FLOOD HAZARD INFORMATION:** An informational website regarding flood hazards that can affect real property is
318 available at the FEMA website: <https://msc.fema.gov/portal/home>.

319 **CHOICE OF LAW:** This Agreement shall be governed by and shall be interpreted in accordance with the laws of the State of
320 Louisiana.

321 **SINGULAR – PLURAL USE:** Wherever the word BUYER or the word SELLER occurs in this Agreement or is referred to, the
322 same shall be construed as singular or plural, masculine or feminine or neuter, as the case may be.

323 **ACCEPTANCE:** Acceptance of this Agreement shall be in writing. This Agreement may be executed by use of electronic
324 signatures, in accordance with the Louisiana Uniform Electronic Transaction Act. The original of this Agreement shall be
325 delivered to the listing Broker's firm. This Agreement and any supplement addendum or modification relating hereto,
326 including any photocopy, facsimile, or electronic transmission thereof, may be executed in two or more counterparts, all of
327 which shall constitute one and the same Agreement.

328 **NOTICES AND OTHER COMMUNICATIONS:** All notices, requests, claims, demands, and other communications related to
329 or required by this Agreement shall be in writing. Notices permitted or required to be given (excluding service of process)
330 shall be deemed sufficient if delivered by (a) mail, (b) hand delivery, (c) overnight delivery, (d) facsimile, (e) email, or (f) other
331 e-signature transmissions addressed to the respective addresses of the parties as written on the first page of this Agreement
332 or at such other addresses as the respective parties may designate by written notice.

333 **CONTRACT:** This is a legally binding contract when signed by both the SELLER and the BUYER. READ IT CAREFULLY. If
334 you do not understand the effect of any part of this Agreement, seek legal advice before signing this contract or attempting to
335 enforce any obligation or remedy provided herein.

336 **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties, and any other agreements
337 not incorporated herein, in writing, are void and of no force and effect.



338 **DEADLINES:** TIME IS OF THE ESSENCE, and all deadlines are final, except where modifications, changes, or extensions
339 are made in writing and signed by all parties to this Agreement. All "calendar days" as used in this Agreement or as are put
340 forth in this Agreement shall end at 11:59 p.m. (CST) in Louisiana.

341 **EXPIRATION OF OFFER:**

342 **This offer is binding and irrevocable until** _____, 20__ at _____ AM PM NOON.
343 The Acceptance of this offer shall be communicated to the offering party by the deadline stated above to be binding and
344 effective.

Buyer's / Seller's Signature _____ Date/Time _____ Buyer's / Seller's Signature _____ Date/Time _____
Print Full Name (First, Middle, Last) _____ Print Full Name (First, Middle, Last) _____

Buyer's / Seller's Signature _____ Date/Time _____ Buyer's / Seller's Signature _____ Date/Time _____
Print Full Name (First, Middle, Last) _____ Print Full Name (First, Middle, Last) _____

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

This offer is: Accepted Rejected (without counter) Countered (see attached counter) by:

Buyer's / Seller's Signature _____ Date/Time _____ Buyer's / Seller's Signature _____ Date/Time _____
Print Full Name (First, Middle, Last) _____ Print Full Name (First, Middle, Last) _____

Buyer's / Seller's Signature _____ Date/Time _____ Buyer's / Seller's Signature _____ Date/Time _____
Print Full Name (First, Middle, Last) _____ Print Full Name (First, Middle, Last) _____

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

