

# Louisiana Residential Agreement to Buy or Sell

## New Construction Addendum

**Completed Construction**

**Under Construction:** A list of items to be completed, changes or selections to be allowed by Builder for Purchasers selection shall be attached to this addendum to become a part of same signed by all parties.

**New Construction or To Be Constructed** under observations and/or inspections of the applicable state and/or local governing authorities, and to prevailing code standards.

Floor Plan attached and initialed as part of this Agreement  Yes  No

Specifications attached and a part of this Agreement  Yes  No

**Completion:** Subject to any delays beyond the control of Builder, such as inclement weather or other adverse working conditions, fire or other casualty, riots, material delivery days or on account of any acts of God, the home shall be completed on or before \_\_\_\_\_ 20\_\_ unless otherwise amended between parties.  
All changes to construction or allowances shall be in writing and signed by all parties.

**Builder** (defined by law as a person, corporation, partnership, limited liability company, joint venture or other entity):

Name(s): \_\_\_\_\_

Physical Address: \_\_\_\_\_

Louisiana Licensed Residential Contractor  Yes  No

License Number: \_\_\_\_\_

**Inspection and Final Walk Through of New Construction:** Within \_\_\_\_\_ days of the anticipated date of the closing, Seller and/or his agent shall notify Buyer and his agent, that the New Home is available for inspection, which inspection shall be scheduled by Buyer with Seller (whose agent or employee may accompany Buyer on such inspection).

Utilities for inspections shall be provided by \_\_\_\_\_ and shall remain in service during the inspection period.

A third party inspector who conducts the inspection shall be a state licensed professional proficient in the home component being inspected:

- Licensed Home Inspector with the Louisiana Home Inspectors Board ([www.lsbhi.state.la.us](http://www.lsbhi.state.la.us))
- State Registered Professional Engineer ([www.lapels.com](http://www.lapels.com))
- Third Party Provider registered with the Louisiana State Uniform Construction Code Council ([www.dps.louisiana.gov/lsuccc](http://www.dps.louisiana.gov/lsuccc))

The standard for completion shall be the most recent edition or version of:

- Residential Construction Performance Guidelines ([www.nahb.org](http://www.nahb.org))
- Louisiana State Uniform Construction Code ([www.lsuccc.louisiana.gov/codes.html](http://www.lsuccc.louisiana.gov/codes.html))

Any deficiencies discovered that are beyond inspectors scope of certification must be verified by the appropriate engineer or licensed professional certified in that field, at the expense of \_\_\_\_\_.

Within 48 hours of such inspection or final walk-through, Buyer shall prepare a written list of any items requiring corrective action or completion, which items shall be corrected or completed prior to closing. In the event delays in completing or correcting items noted by Buyer are beyond the Builder's control and cannot be completed prior to the act of sale the date for the Act of Sale shall be extended accordingly and agreed to by all parties in writing. All other defects shall be governed by Louisiana's New Home Warranty Act. Louisiana State Uniform Construction Code compliance shall be deemed met when a Certificate of Occupancy by the authority having jurisdiction has been submitted by seller.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date