

Listing Firm _____			Selling Firm _____			
Seller's Designated Agent _____			<input type="checkbox"/> Dual Agent	Buyer's Designated Agent _____		
Phone Number _____	Office _____	Fax _____	Phone Number _____ Office _____ Fax _____			
Email Address _____			Email Address _____			
Delivered by Designated Agent to _____			Day _____	Date _____	Time _____	AM/PM _____
Comments _____						
Received by _____			Day _____	Date _____	Time _____	AM/PM _____
Received by Designated Listing Agent _____			Day _____	Date _____	Time _____	AM/PM _____

LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL

Date: _____

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

(Municipal Address) _____

City _____; Zip _____; Parish _____; Louisiana,

(Legal Description) _____

on lands and grounds measuring approximately _____
or as per record title; including all buildings, structures, component parts, and all installed,
built-in, permanently attached improvements, together with all fences, security systems, all
installed speakers or sound systems, all landscaping, all outside TV antennas, all satellite
dishes, all installed and/or built-in appliances, all ceiling fans, all air conditioning or heating
systems including window units, all bathroom mirrors, all window coverings, blinds and
associated hardware, all shutters, all flooring, all carpeting, all cabinet tops, all cabinet
knobs or handles, all doors, all door knobs or handles, all windows, all roofing, all electrical
systems, and all installed lighting fixtures, chandeliers and associated hardware, other
constructions permanently attached to the ground. If owned by the SELLER prior to the date
of this Agreement, standing timber, unharvested crops and ungathered fruits of trees on the
property shall be conveyed to the BUYER. The following movable items here remain with the
property, but are not to be considered as part of the Sales Price and have no value:

All items listed herein are included in the property sold no matter how they are attached or
installed, provided that any or all of these items are in place at the time of signing of this
Agreement to Buy or Sell (the "Agreement"), unless otherwise stated herein. (All of the above
contained items in lines 1 through 25 are collectively referred to herein as the "Property.")

BUYER'S Initials _____

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SELLER'S Initials _____



Property address, street, city, state, zip

30 The following items are excluded from the Property sold: _____

31 _____

32 _____

33 **MINERAL RIGHTS:** If SELLER owns any mineral rights, they are to be conveyed without
34 warranty. _____ % mineral rights owned by SELLER are to be reserved by SELLER, but

35 SELLER shall waive any right to use the surface for any such reserved mineral activity or use.

36 **PRICE:** The Property will be sold and purchased subject to title and zoning restrictions,
37 servitudes of record, and law or ordinances affecting the Property for the sum of

38 _____

39 dollars (\$ _____) (the "Sales Price").

40 **CONTINGENCY FOR SALE OF BUYER'S OTHER PROPERTY:** This sale is contingent on the
41 sale of other property by the BUYER and the attached contingency clause addendum shall

42 apply. This sale is not contingent upon the sale of other property by the BUYER nor is the
43 loan needed by the BUYER to obtain the Sales Price contingent on the BUYER'S sale of any
44 property.

45 **ALL CASH SALE:** BUYER warrants he has cash readily available to close the sale of this
46 property.

47 **FINANCED SALE:** This sale is conditioned upon the ability of BUYER to borrow with this
48 Property as security for the loan the sum of \$ _____

49 or _____% of the Sales Price by a mortgage loan or loans at an initial interest rate not to
50 exceed _____% per annum, interest and principal, amortized over a period of not less than

51 _____ years, payable in monthly installments or on any other terms as may be acceptable to
52 BUYER provided that these terms do not increase the cost, fees or expenses to SELLER. The

53 loan shall be secured by: Fixed Rate Mortgage; Adjustable Rate Mortgage; VA
54 Guaranteed Mortgage; FHA Insured Mortgage; Owner Financing; Bond Financing;

55 Other _____. SELLER mandated fees required by lender on VA or
56 FHA loans, if any, shall not exceed \$ _____. BUYER agrees to pay discount points not
57 to exceed _____% of the loan amount. Other financing conditions:

58 _____

59 _____

60 _____

61 BUYER agrees to make good faith application, which includes ordering and paying for an
62 appraisal and credit report if required for loan approval, within _____ calendar days of

63 acceptance of this offer or any counteroffer and written proof from the lender that the
64 application has been made shall be supplied by BUYER to the SELLER. **Written commitment**

65 **by the lender to make loan(s), without contingencies except subject to approval of title, shall**
66 **be obtained by BUYER and shall constitute final loan approval. Final loan approval shall be**

67 **obtained on or prior to _____.** Any extension of this date shall be in
68 writing and shall be signed by all parties. BUYER authorizes and instructs lender to release

69 to SELLER or SELLER'S Broker or Designated Agent, written verification of the loan
70 application and final loan approval. SELLER reserves the right to provide all or part of

BUYER'S Initials _____

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Property address, street, city, state, zip

71 mortgage loan(s) set forth above. The BUYER acknowledges and warrants that he has
72 available the funds which may be required to complete the sale of the Property including,
73 but not limited to, the deposit, the down payment, closing costs, pre-paid items, and other
74 expenses.

75 **DEPOSIT:** Upon acceptance of this offer, SELLER and BUYER shall be bound by all terms and
76 conditions of this Agreement, and BUYER or BUYER'S agent will deliver immediately upon
77 notice of acceptance of the offer a deposit (the "Deposit") in the amount of
78 \$ _____ or _____% of the Sales Price by

79 Cash \$ _____ Check \$ _____

80 Promissory Note in the amount of \$ _____

81 to be held by _____. Failure to deliver the Deposit shall be considered a
82 breach of this Agreement. If the Deposit is held by a Broker, it must be held in accordance
83 with the rules of the Louisiana Real Estate Commission in a federally insured banking or
84 savings and loan institution without responsibility on the part of the Broker in the case of
85 failure or suspension of such institution. In the event the parties fail to execute an Act of
86 Sale by date specified herein, and/or a dispute arises as to ownership of, or entitlement to,
87 the Deposit or funds held in escrow, the Broker shall abide by the Rules and Regulations set
88 forth by the Louisiana Real Estate Commission governing such matters.

89 **PROPERTY AND FLOOD INSURANCE:** It is recommended that the BUYER make good faith
90 application for property and flood insurance, if applicable, on the Property as soon as
91 possible after acceptance of this offer.

92 **APPRAISAL:** This sale is NOT conditioned on appraisal. This sale IS conditioned on the
93 appraisal of the Property being not less than the Sales Price. If the appraised value of the
94 Property is equal to or greater than the Sales Price, the BUYER shall pay the Sales Price
95 agreed upon prior to the appraisal. If the appraised value is less than the Sales Price, BUYER
96 shall immediately provide written notification to SELLER of appraised value and BUYER'S
97 request for SELLER to reduce the Sales Price. Within _____ (_____) calendar days after SELLER'S receipt of such written notification of the appraised value,
98 BUYER shall have the option to pay the Sales Price agreed upon prior to the appraisal or to
99 void this Agreement unless SELLER agrees in writing to reduce the Sales Price to the
100 appraised value or all parties agree to a new Sales Price.

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

102 A. SALE WITH WARRANTIES: SELLER and BUYER acknowledge that this sale shall be with
103 full SELLER warranties as to any claims or causes of action including but not limited to
104 redhibition pursuant to Louisiana Civil Code Article 2520, *et seq.* and Article 2541, *et seq.*

105 B. SALE "AS IS" WITHOUT WARRANTIES: SELLER and BUYER hereby acknowledge and
106 recognize that the Property being sold and purchased is to be transferred in "as is" condition
107 and further BUYER does hereby waive, relieve and release SELLER from any claims or
108 causes of action for redhibition pursuant to Louisiana Civil Code Article 2520, *et seq.* and
109 Article 2541, *et seq.* or for reduction of Sales Price pursuant to Louisiana Civil Code Article
110

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111 **2541, et seq. Additionally, BUYER acknowledges that this sale is made without warranty of**
112 **fitness for ordinary or particular use pursuant to Louisiana Civil Code Article 2524. SELLER**
113 **and BUYER agree that this clause shall be made a part of the Act of Sale.**

114 **C. NEW HOME WARRANTIES:** Notwithstanding lines 103 through 113 and irrespective of
115 whether A or B above is checked, if the Property is a new construction, the parties agree that
116 neither A or B will apply but instead the provisions of the New Home Warranty Act (LA R.S.
117 9:3141 et seq.) shall apply. The warranty of condition of this Property is governed by the
118 New Home Warranty Act if a home on the Property is a "home" as defined in the New Home
119 Warranty Act.

120 **PRORATIONS/OTHER COSTS:** Real estate taxes, rents, assessments, condominium dues,
121 assessments and/or dues owed to homeowners associations and the like for the current
122 year are to be prorated through the date of the Act of Sale. Act of Sale costs, title insurance
123 and other costs required to obtain financing shall be paid by BUYER, unless otherwise stated
124 herein. All necessary tax, mortgage, conveyance and release certificates or cancellations
125 and SELLER closing fees, if any, shall be paid by SELLER. SELLER shall pay all previous
126 years' taxes, assessments, condominium dues, assessments and/or dues owed to
127 homeowners associations and the like. All special assessments bearing against the
128 Property, other than those to be assumed as of the date of sale are to be paid by SELLER.

129 **MERCHANTABLE TITLE/CURATIVE WORK:** SELLER shall deliver to BUYER a merchantable
130 title at SELLER'S costs (see line 135). In the event curative work in connection with the title
131 to the Property is required or is a requirement for obtaining the loan(s) upon which this
132 Agreement is conditioned, the parties agree to and do extend the date for passing the Act of
133 Sale to a date not more than _____ (____) calendar days
134 from the date of the Act of Sale stated herein. SELLER'S title shall be merchantable and free
135 of all liens and encumbrances except those that can be satisfied at Act of Sale. All costs and
136 fees required to make title merchantable shall be paid by SELLER. SELLER shall make good
137 faith efforts to deliver merchantable title. SELLER'S inability to deliver merchantable title
138 within the time stipulated herein shall render this Agreement null and void, reserving unto
139 BUYER the right to demand the return of the Deposit and to recover from SELLER actual
140 costs incurred in processing of sale as well as legal fees incurred by BUYER.

141 **LEASES:** If there are written leases on the Property, the Property will be sold subject to those
142 leases. The sale is conditioned upon BUYER'S written approval of copies of all such leases
143 within five (5) calendar days of receipt of the Leases.

144 **ACT OF SALE:** The Act of Sale is to be executed before a settlement agent or Notary Public to
145 be chosen by BUYER, on _____, 20____. At closing, BUYER must
146 provide "good funds" if required by Louisiana statute LA R.S. 22:2092.2 et seq. Any change
147 of the date for execution of the Act of Sale must be mutually agreed upon in writing and
148 signed by SELLER and BUYER. Security deposits, keys and leases are to be transferred to
149 BUYER at Act of Sale.

150 **OCCUPANCY:** Occupancy is to be granted at Act of Sale or on _____ at _____ A.M. /P.M.

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151 **INSPECTION AND DUE DILIGENCE:** BUYER ACKNOWLEDGES THAT THE SALES PRICE OF THE
152 PROPERTY WAS NEGOTIATED BASED UPON THE PROPERTY'S APPARENT CURRENT
153 CONDITION; ACCORDINGLY, SELLER IS NOT OBLIGATED TO MAKE REPAIRS TO THE
154 PROPERTY, INCLUDING REPAIRS REQUIRED BY THE LENDER UNLESS OTHERWISE STATED
155 HEREIN. THE SELLER IS RESPONSIBLE FOR MAINTAINING THE PROPERTY IN
156 SUBSTANTIALLY THE SAME OR BETTER CONDITION AS IT WAS WHEN THE AGREEMENT WAS
157 FULLY EXECUTED.

158 BUYER shall have an inspection period of () calendar days, commencing the first day after
159 acceptance of this Agreement wherein, BUYER may, at BUYER'S expense, have any
160 inspections made by experts or others of his choosing. Such inspections may include, but
161 are not limited to, inspections for termites and other wood destroying insects, and/or
162 damage from same, molds, and fungi hazards, and analysis of synthetic stucco, appliances,
163 structures, foundations, roof, heating, cooling, electrical, plumbing systems, utility and sewer
164 availability and condition, out-buildings, square footage, school district, flood zone
165 classifications, current zoning and/or subdivision restrictive covenants and any items
166 addressed in the SELLER'S Property Disclosure Document. All testing shall be
167 nondestructive testing. SELLER agrees to provide the utilities for inspections and immediate
168 access. If BUYER is not satisfied with the current condition of the Property as reflected in the
169 inspection reports:

170 **Option 1:** BUYER may elect, in writing, to terminate the Agreement and declare the
171 Agreement null and void; or

172 **Option 2:** BUYER may indicate in writing the deficiencies and desired remedies and SELLER
173 will have seventy-two (72) hours to respond in writing as to SELLER'S willingness to remedy
174 those deficiencies ("SELLER'S Response").

175 Should SELLER in the SELLER'S Response refuse to remedy any or all of the deficiencies
176 listed by the BUYER, then BUYER shall have twenty-four (24) hours from the date of
177 SELLER's Response or twenty-four (24) hours from the date that SELLER's Response was
178 due, whichever is earlier, to: (a) accept SELLER'S Response to BUYER'S written requests or
179 (b) accept the Property in its current condition, or (c) to elect to terminate this Agreement.
180 BUYER'S response shall be in writing. Upon BUYER'S failure to respond to the SELLER'S
181 Response by the time specified or BUYER'S electing, in writing, to terminate this Agreement,
182 the Agreement shall be automatically, with no further action required by either party, ipso
183 facto null and void except for return of Deposit to the BUYER. FAILURE TO MAKE
184 INSPECTIONS OR TO GIVE WRITTEN NOTICE OF DEFICIENCIES AND DESIRED REMEDIES TO
185 SELLER (OR SELLER'S DESIGNATED AGENT) AS SET FORTH IN LINES 170 THROUGH 174
186 WITHIN THE INSPECTION PERIOD SHALL BE DEEMED AS ACCEPTANCE BY BUYER OF THE
187 PROPERTY'S CURRENT CONDITION.

188 **PRIVATE WATER/SEWERAGE:** In the event there is a private water system or private
189 sewerage system on the Property, this Agreement is; is not; contingent upon an
190 approval by the appropriate governmental entity of the private water or sewerage system. An
191 approved sewerage and/or water inspection report, if requested by the lender, BUYER or

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Property address, street, city, state, zip

192 other governmental entity will be issued within thirty (30) days prior to the Act of Sale by the
193 appropriate governmental agency. The inspection and test on the water and/or sewerage
194 system are to be furnished and paid for by the SELLER.

195 **HOME WARRANTY PROGRAM:** A home warranty plan will be purchased at the closing of sale
196 at a cost not to exceed \$ _____ to be paid by BUYER, SELLER, Neither,
197 and ordered by _____. It is understood that Agent/Broker may receive
198 compensation from the home warranty company. The home service warranty plan does not
199 warrant pre-existing defects and options, and does not supersede or replace any other
200 inspection clause or responsibilities. If neither BUYER nor SELLER accepts the home service
201 warranty plan, they declare that they have been made aware of the existence of such a plan
202 and its advantages by the Broker, and further declare they hold the Broker and Agents
203 harmless from any responsibility or liability due to their rejection of such a plan.

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

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

- 211 1) If this Agreement is declared null and void by BUYER during the inspection period as set
212 forth in lines 170 through 187 of this Agreement;
- 213 2) If this Agreement is subject to BUYER'S ability to obtain a loan and the loan is not
214 obtained by the date set forth in lines 61 through 67 of this Agreement but only if the BUYER
215 has made timely application for the loan and made good faith efforts to obtain the loan;
- 216 3) If the BUYER conditions the Sales Price on an appraisal and the appraisal is less than the
217 Sales Price and the SELLER will not reduce the Sales Price as set forth in lines 92 through
218 101 of this Agreement;
- 219 4) If the Property being sold subject to the existing leases and BUYER does not accept the
220 leases as set forth in lines 141 through 143 of this Agreement;
- 221 5) If the BUYER is unable to obtain property insurance on the Property prior to the date for
222 passing the Act of Sale, but only if BUYER has in good faith applied for property insurance.

223 **DEFAULT OF AGREEMENT BY SELLER:** In the event of any other default of this Agreement by
224 SELLER except as set forth in lines 137 through 140 or lines 209 through 222, BUYER shall
225 at BUYER'S option have the right to declare this Agreement null and void with no further
226 demand, or to demand and/or sue for any of the following:

- 227 1) Termination of this Agreement;
- 228 2) Specific performance;
- 229 3) Termination of this Agreement and an amount equal to 10% of the Sales Price as
230 stipulated damages.

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

BUYER'S Initials _____

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234 **DEFAULT OF AGREEMENT BY BUYER:** In the event of any other default of this Agreement by
235 BUYER except as set forth in lines 209 through 222, SELLER shall have at SELLER's option
236 the right to declare this Agreement null and void with no further demand, or to demand and
237 sue for any of the following:

- 238 1) Termination of this Agreement;
- 239 2) Specific performance;
- 240 3) Termination of this Agreement and an amount equal to 10% of the Sales Price as
241 stipulated damages.

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

245 **MOLD RELATED HAZARDS NOTICE:** An informational pamphlet regarding common mold
246 related hazards that can affect real property is available at the EPA website
247 <http://www.epa.gov/iaq/molds/index.html>. By initialing this page of the Agreement, BUYER
248 acknowledges that the real estate agent has provided BUYER with the EPA website enabling
249 BUYER to obtain information regarding common mold related hazards.

250 **OFFENDER NOTIFICATION:** The Louisiana State Police maintains the State Sex Offender and
251 Child Predator Registry through the Louisiana Bureau of Criminal Identification and
252 Information. It is a public access database of the locations of individuals who are required to
253 register pursuant to LA R.S. 15:540 *et seq.* The website for the database is
254 <http://www.lasocpr.lsp.org/socpr/>. Sheriff and police departments serving jurisdictions of
255 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-
256 0551 or 1-225-925-6100. Send written inquiries to Post Office Box 66614, Box A-6, Baton
257 Rouge, Louisiana 70896.

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

260 **DEADLINES:** TIME IS OF THE ESSENCE and all deadlines are final, except where
261 modifications, changes, or extensions are made in writing and signed by all parties to this
262 Agreement. All "calendar days" as used in this Agreement shall end at 12:00 midnight in
263 Louisiana.

264 **ADDITIONAL TERMS AND CONDITIONS:**

265 _____

266 _____

267 _____

268 _____

269 _____

270 _____

271 _____

272 _____

BUYER'S Initials _____

SELLER'S Initials _____



Property address, street, city, state, zip

273 **ADDITIONAL TERMS AND CONDITIONS:**

274 _____
275 _____
276 _____
277 _____
278 _____
279 _____

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

284 **ROLES OF BROKERS AND DESIGNATED AGENTS:** Broker(s) and Designated Agent(s) have
285 acted only as real estate brokers to bring the parties together and make no warranty to
286 either party for performance or non-performance of any part of this Agreement or for any
287 warranty of any nature unless specifically set forth in writing. Broker(s) and Designated
288 Agent(s) make no warranty or other assurances whatsoever concerning Property
289 measurements, square footage, room dimensions, lot size, Property lines or boundaries.

290 Broker(s) and Designated Agent(s) make no representations as to suitability or to a
291 particular use of the Property, and BUYER has or will independently investigate all conditions
292 and characteristics of the Property which are important to BUYER. BUYER is not relying on
293 the Broker(s) nor the Designated Agent(s) to choose a representative to inspect or re-inspect
294 the Property; BUYER understands any representative desired by BUYER may perform this
295 function. In the event Broker/Agent(s) provides names or sources for such advice or
296 assistance, Broker/Agent(s) does not warrant the services of such experts or their products
297 and cannot warrant the condition of Property or interest to be acquired, or guarantee that all
298 defects are disclosed by SELLER(s). Broker/Agent(s) do not investigate the status of permits,
299 zoning, code compliance or restrictive covenants. The Broker(s) and Designated Agent(s)
300 specifically make no warranty whatsoever as to whether or not the Property is situated in or
301 out of the Government's hundred year flood plan or is or would be classified as wetlands by
302 the U.S. Army Corps of Engineers, or as to the presence of wood destroying insects or
303 damage there from. BUYER(s) are to satisfy themselves concerning these issues.
304 Designated Agent shall be an independent contractor for Broker if the conditions as set forth
305 in LA R.S. 37:1446(h) are met.

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

309 **ACCEPTANCE:** Acceptance of this Agreement must be in writing. Notice of this acceptance
310 may be communicated by facsimile transmission. The original of this document shall be
311 delivered to the listing Broker's firm. This Agreement and any supplement addendum or

BUYER'S Initials _____

SELLER'S Initials _____



Property address, street, city, state, zip

312 modification relating hereto, including any photocopy, facsimile or electronic transmission
313 thereof, may be executed in two or more counterparts, all of which shall constitute one and
314 the same Agreement.

315 **LIST ADDENDA TO BE ATTACHED AND MADE A PART OF THIS AGREEMENT:** If any of the pre-
316 printed portions of this Agreement vary or are in conflict with any handwritten terms or
317 Addendum attached to this Agreement, the handwritten or Addendum provisions control.

318 [] Contingency for Sale of Buyer's Other Property Addendum

319 [] Condominium Addendum

320 [] _____

321 [] _____

322 [] _____

323 **EXPIRATION OF OFFER:**

324 This offer remains binding and irrevocable until _____ AM/PM/MIDNIGHT/NOON.

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

X _____
Buyer's Signature Date/Time

X _____
Buyer's Signature Date/Time

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

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

Street Address

Street Address

City, State, Zip

City, State, Zip

[_____] _____
Last 4-digits of SSN Telephone Number.Cell

[_____] _____
Last 4-digits of SSN Telephone Number.Cell

Telephone Number.Home Telephone Number.Work

Telephone Number.Home Telephone Number.Work

E-mail Address

E-mail Address

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

BUYER'S Initials _____

SELLER'S Initials _____



Property address, street, city, state, zip

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

X _____
Seller's Signature Date/Time

X _____
Seller's Signature Date/Time

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

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

Street Address

Street Address

City, State, Zip

City, State, Zip

[_____] _____
Last 4-digits of SSN Telephone Number.Cell

[_____] _____
Last 4-digits of SSN Telephone Number.Cell

Telephone Number.Home Telephone Number.Work

Telephone Number.Home Telephone Number.Work

E-mail Address

E-mail Address

The Seller's response was presented to the Buyer by _____ Day Date Time AM/PM MIDNIGHT/NOON

PROPERTY DISCLOSURE DOCUMENT:

Attached to this offer is the SELLER'S completed property disclosure document dated _____. The property disclosure agreement is issued pursuant to LA R.S. 9:3196 *et seq.* and was completed in good faith to the best of the SELLER'S knowledge. This document sets forth the minimum disclosure requirements for sellers of residential real estate as to the condition of the Property. THIS DOCUMENT IS NOT TO BE CONSIDERED A WARRANTY BY THE SELLER, AND IT IS NOT TO BE USED AS A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE BUYER MAY OBTAIN. Nothing in the document precludes the rights or duties of the BUYER to inspect the physical condition of the Property. The property disclosure document is not a part of this Agreement.

The SELLER'S completed property disclosure document is not attached.

BUYER'S Initials _____

SELLER'S Initials _____

