

Listing Firm _____			Selling Firm _____			
Seller's Designated Agent _____			<input type="checkbox"/>	Buyer's Designated Agent _____		
Dual 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 Designated Agent _____			Day _____	Date _____	Time _____	AM/PM _____

LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Date: _____

PROPERTY DESCRIPTION: I/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 installed 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 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 Sale 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 in lines 5 through 22 are collectively referred to herein as the "Property.") The following items are excluded from the Property sold:

BUYER'S Initials _____

SELLER'S Initials _____



Property address, street, city, state, zip

Date

29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71

MINERAL RIGHTS: If SELLER transfers any mineral rights, they are to be transferred without warranty. _____% mineral rights owned by SELLER are to be reserved by SELLER and the SELLER shall waive any right to use the surface for any such reserved mineral activity or use.

PRICE: The Property will be sold and purchased subject to title and zoning restrictions, servitudes of record, and law or ordinances affecting the Property for the sum of _____ Dollars (\$ _____) (the "Sale Price").

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

OCCUPANCY: Occupancy/possession and transfer of keys is to be granted at Act of Sale unless mutually agreed upon in writing.

CONTINGENCY FOR SALE OF BUYER'S OTHER PROPERTY:

This sale is contingent on the sale of other property by the BUYER and the attached contingency clause addendum shall apply.

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

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

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

- | | |
|---|---|
| <input type="checkbox"/> Fixed Rate Mortgage | <input type="checkbox"/> FHA Insured Mortgage |
| <input type="checkbox"/> Adjustable Rate Mortgage | <input type="checkbox"/> Owner Financing |
| <input type="checkbox"/> Rural Development | <input type="checkbox"/> Bond Financing |
| <input type="checkbox"/> VA Guaranteed Mortgage | <input type="checkbox"/> Other _____ |

Fees paid by SELLER that are required by lender, if any, shall not exceed \$ _____. BUYER agrees to pay discount points not to exceed _____% of the loan amount.

Other financing conditions: _____

_____.

BUYER'S Initials _____

SELLER'S Initials _____



72

73 BUYER shall make written application for a loan, with a Lender, matching the terms provided for in Lines 55-71
 74 above, no later than ____ calendar days after the Date of Acceptance of this offer by both parties ("Loan
 75 Application Period"). If BUYER fails to make written application within this period of time, the SELLER may, at
 76 SELLER'S option, terminate this Agreement by giving BUYER written notice of their intent to terminate. BUYER
 77 agrees to provide SELLER with a written Verification of Loan Application from the Lender, which must stipulate, at
 78 a minimum, the following: (1) a formal loan application has been completed by the BUYER and received and
 79 reviewed by the Lender; (2) BUYER'S credit report has been received and reviewed by the Lender; (3) Lender
 80 has received from BUYER all initial documentation of BUYER'S income and assets, as requested by Lender; and
 81 (4) Lender has received and reviewed the appraisal of the property. In the event BUYER does not provide
 82 SELLER with a written Verification of Loan Application from the Lender within ____ calendar days after the Loan
 83 Application Period, the SELLER may, at SELLER'S option, terminate this Agreement by giving BUYER written
 84 notice of their intent to terminate if the written Verification of Loan cannot be provided within ____ additional
 85 calendar days. In the event BUYER is not able to secure financing, SELLER reserves the right to provide all or
 86 part of mortgage loan(s) under the terms set forth above. The BUYER acknowledges and warrants that he has
 87 available the funds which may be required to complete the sale of the Property including, but not limited to, the
 88 deposit, the down payment, closing costs, pre-paid items, and other expenses.

89

90 **PRORATIONS/OTHER COSTS:** Real estate taxes, flood insurance premium if assumed, rents, condominium
 91 dues, assessments, and/or other dues owed to homeowners associations and the like for the current year are to
 92 be prorated through the date of the Act of Sale. Act of Sale costs, abstracting costs, title search, title insurance
 93 and other costs required to obtain financing, shall be paid by BUYER, unless otherwise stated herein. All
 94 necessary tax, mortgage, conveyance, release certificates or cancellations and SELLER closing fees, if any, shall
 95 be paid by SELLER. Seller shall pay all previous years' taxes, assessments, condominium dues, and/or dues
 96 owed to homeowners associations and the like. All special assessments bearing against the Property prior to Act
 97 of Sale, other than those to be assumed by written agreement, as of the date of the Act of Sale, are to be paid by
 98 Seller.

99

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

108

109 **DEPOSIT:** Upon acceptance of this offer, or any attached counter offer, SELLER and BUYER shall be bound by
 110 all terms and conditions of this Agreement, and BUYER or BUYER'S agent will deliver immediately upon notice of
 111 acceptance of the offer a deposit (the "Deposit") in the amount of \$ _____ or ____%
 112 of the Sale Price to be paid in the form of:

- 113 Cash \$ _____ Promissory Note \$ _____
 114 Check \$ _____

115 The Deposit shall be held by _____.

BUYER'S Initials _____

SELLER'S Initials _____



116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159

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

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

- 1) If this Agreement is declared null and void by BUYER during the inspection and due diligence period as set forth in lines 174 through 191 of this Agreement;
- 2) If this Agreement is subject to BUYER'S ability to obtain a loan and the loan cannot be obtained, except as stated in lines 85 through 86 of this Agreement but only if the BUYER has made timely application for the loan and made good faith efforts to obtain the loan;
- 3) If the BUYER conditions the Sale Price on an appraisal and the appraisal is less than the Sale Price and the SELLER will not reduce the Sale Price as set forth in lines 100 through 107 of this Agreement;
- 4) If the BUYER timely terminates the Agreement after having received the leases or assessments, as set forth in lines 143 through 147 of this Agreement;
- 5) If the SELLER is unable to timely deliver to the BUYER an approved sewerage and/or water inspection report as set forth in lines 193 through 200.

LEASES/SPECIAL ASSESSMENTS: The sale is conditioned upon BUYER'S receipt of a copy of all written leases, excluding mineral leases, and unpaid special assessments from SELLER within five (5) calendar days of acceptance of the Agreement. Special assessments shall mean an assessment levied on Property to pay the cost of local improvements. BUYER will have five (5) calendar days after receipt of the aforementioned documents to notify SELLER whether they are acceptable to BUYER.

NEW HOME CONSTRUCTION: If the property to be sold is completed new construction, under construction, or to be constructed, check one:

- A new home construction addendum, with additional terms and conditions, is attached.
- There is no new home construction addendum.

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

BUYER'S Initials _____

SELLER'S Initials _____



160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204

BUYER shall have an inspection and due diligence period of (____) calendar days, commencing the first day after acceptance of **this Agreement** wherein, BUYER may, at BUYER'S expense, have any inspections made by experts or others of his choosing. Such physical inspections may include, but are not limited to, inspections for termites and other wood destroying insects, and/or damage from same, molds, and fungi hazards, and analysis of synthetic stucco, drywall, appliances, structures, foundations, roof, heating, cooling, electrical, plumbing systems, utility and sewer availability and condition, out-buildings, and square footage. Other due diligence by BUYER may include, but is not limited to investigation into the property's school district, flood zone classifications, current zoning and/or subdivision restrictive covenants and any items addressed in the SELLER'S Property Disclosure Document. All testing shall be nondestructive testing. SELLER agrees to provide the utilities for inspections and immediate access. If BUYER is not satisfied with the condition of the Property or the results of BUYER's due diligence investigation, the BUYER may choose one of the following options within the inspection and due diligence period:

- Option 1:** BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void;
- Option 2:** BUYER may indicate in writing the deficiencies and desired remedies and SELLER will within seventy two (72) hours respond in writing as to SELLER's willingness to remedy those deficiencies ("SELLER's Response").

Should SELLER in the SELLER'S Response refuse to remedy any or all of the deficiencies listed by the BUYER, then BUYER shall have seventy-two (72) hours from the date of SELLER's Response or seventy-two (72) hours from the date that SELLER's Response was due, whichever is earlier, to: (a) accept SELLER'S Response to BUYER'S written requests or (b) accept the Property in its current condition, or (c) to elect to terminate this Agreement. BUYER'S response shall be in writing. Upon BUYER'S failure to respond to the SELLER's Response by the time specified or BUYER'S electing, in writing, to terminate this Agreement, the Agreement shall be automatically, with no further action required by either party, ipso facto null and void except for return of Deposit to the BUYER.

FAILURE TO GIVE WRITTEN NOTICE OF EITHER TERMINATION OR DEFICIENCIES AND DESIRED REMEDIES TO SELLER (OR SELLER'S DESIGNATED AGENT) AS SET FORTH IN LINES 161 THROUGH 177 WITHIN THE INSPECTION AND DUE DILIGENCE PERIOD SHALL BE DEEMED AS ACCEPTANCE BY BUYER OF THE PROPERTY'S CURRENT CONDITION.

PRIVATE WATER/SEWERAGE: In the event there is a private water system or private sewerage system on the Property, the SELLER shall provide, at SELLER's expense, approval of the private water or sewerage system operation, in accordance with the appropriate governmental entity or duly licensed private entity. An approved sewerage and/or water inspection report will be issued within thirty (30) days prior to the Act of Sale by the appropriate governmental agency or duly licensed private entity. The approved inspection and test on the water and/or sewerage system are to be furnished and paid for by the SELLER. Any private water system or private sewerage system repairs necessary to obtain approved inspection certificate will be paid by SELLER.

HOME SERVICE/WARRANTY: A home service/warranty plan will / will not be purchased at the closing of sale at a cost not to exceed \$_____ to be paid by BUYER / SELLER / neither and ordered by _____.

BUYER'S Initials _____

SELLER'S Initials _____



205

206 It is understood that Agent/Broker may receive compensation from the home warranty company for actual
207 services performed. The home service warranty plan does not warrant pre-existing defects and options, and does
208 not supersede or replace any other inspection clause or responsibilities. If neither BUYER nor SELLER accepts
209 the home service warranty plan, they declare that they have been made aware of the existence of such a plan,
210 and further declare that they hold the Broker and Agents harmless from any responsibility or liability due to their
211 rejection of such a plan.

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

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

216

217 B. SALE "AS IS" WITHOUT WARRANTIES: SELLER and BUYER hereby acknowledge and recognize that the
218 Property being sold and purchased is to be transferred in "as is" condition and further BUYER does hereby waive,
219 relieve and release SELLER from any claims or causes of action for redhibition pursuant to Louisiana Civil Code
220 Article 2520, et seq. and Article 2541, et seq. or for reduction of Sale Price pursuant to Louisiana Civil Code
221 Article 2541, et seq. Additionally, BUYER acknowledges that this sale is made without warranty of fitness for
222 ordinary or particular use pursuant to Louisiana Civil Code Article 2524. SELLER and BUYER agree that this
223 clause shall be made a part of the Act of Sale.

224

225 C. NEW HOME WARRANTIES. Notwithstanding lines 213 through 223 and irrespective of whether A or B
226 above is checked, if the Property is a new construction, the parties agree that neither A or B will apply but instead
227 the provisions of the New Home Warranty Act (LA R.S. 9:3141 et seq.) shall apply. The warranty of condition of
228 this Property is governed by the New Home Warranty Act if a home on the Property is a "home" as defined in the
229 New Home Warranty Act.

230

231 **MERCHANTABLE TITLE/CURATIVE WORK:** SELLER shall deliver to BUYER a merchantable title at SELLER's
232 costs (see lines 235 through 237). In the event curative work in connection with the title to the Property is required
233 or is a requirement for obtaining the loan(s) upon which this Agreement is conditioned, the parties agree to and do
234 extend the date for passing the Act of Sale to a date not more than _____ (____)
235 calendar days from the date of the Act of Sale stated herein. SELLER's title shall be merchantable and free of all
236 liens and encumbrances except those that can be satisfied at Act of Sale. All costs and fees required to make title
237 merchantable shall be paid by SELLER. SELLER shall make good faith efforts to deliver merchantable title.
238 SELLER's inability to deliver merchantable title within the time stipulated herein shall render this Agreement null
239 and void, reserving unto BUYER the right to demand the return of the Deposit and to recover from SELLER actual
240 costs incurred in processing of sale as well as legal fees incurred by BUYER.

241

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

246

247 **DEFAULT OF AGREEMENT BY SELLER:** In the event of any other default of this Agreement by SELLER except
248 as set forth in lines 124 through 141 or lines 237 through 240, BUYER shall at BUYER'S option have the right to
249 declare this Agreement null and void with no further demand, or to demand and/or sue for any of the following:

BUYER'S Initials _____

SELLER'S Initials _____



250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295

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

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

DEFAULT OF AGREEMENT BY BUYER: In the event of any other default of this Agreement by BUYER except as set forth in lines 117 through 141, SELLER shall have at SELLER’s option the right to declare this Agreement null and void with no further demand, or to demand and sue for any of the following: 1) Termination of this Agreement; 2) Specific performance; 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.

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

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

OFFENDER NOTIFICATION: The Louisiana State Police maintains the State Sex Offender and Child Predator Registry through the Louisiana Bureau of Criminal Identification and Information. It is a public access database of the locations of individuals who are required to register pursuant to LA R.S. 15:540, et seq. The website for the database is <http://www.lsp.org/socpr/default.html>. Sheriff and police departments serving 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 written inquiries to Post Office Box 66614, Box A-6, Baton Rouge, Louisiana 70896.

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

DEADLINES: TIME IS OF THE ESSENCE and all deadlines are final, except where modifications, changes, or extensions are made in writing and signed by all parties to this Agreement. All “calendar days” as used in this Agreement shall end at 11:59 p.m. in Louisiana.

ADDITIONAL TERMS AND CONDITIONS:

_____.

BUYER’S Initials _____

SELLER’S Initials _____



296

297 **ROLES OF BROKERS AND DESIGNATED AGENTS:** Broker(s) and Designated Agent(s) have acted only as
 298 real estate brokers to bring the parties together and make no warranty to either party for performance or non
 299 performance of any part of this Agreement or for any warranty of any nature unless specifically set forth in writing.
 300 Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning Property
 301 measurements, square footage, room dimensions, lot size, Property lines or boundaries. Broker(s) and
 302 Designated Agent(s) make no representations as to suitability or to a particular use of the Property, and BUYER
 303 has or will independently investigate all conditions and characteristics of the Property which are important to
 304 BUYER. BUYER is not relying on the Broker or the Designated Agent(s) to choose a representative to inspect or
 305 re-inspect the Property; BUYER understands any representative desired by BUYER may perform this function. In
 306 the event Broker/Agent(s) provides names or sources for such advice or assistance, Broker/Agent(s) does not
 307 warrant the services of such experts or their products and cannot warrant the condition of Property or interest to
 308 be acquired, or guarantee that all defects are disclosed by SELLER(s). Broker/Agent(s) do not investigate the
 309 status of permits, zoning, code compliance, restrictive covenants, or insurability. The Broker(s) and Designated
 310 Agent(s) specifically make no warranty whatsoever as to whether or not the Property is situated in or out of the
 311 Government's hundred year flood plan or is or would be classified as wetlands by the U.S. Army Corps of
 312 Engineers, or as to the presence of wood destroying insects or damage there from. BUYER(s) are to satisfy
 313 themselves concerning these issues. Designated Agent shall be an independent contractor for Broker if the
 314 conditions as set forth in LA R.S. 37:1446(h) are met.

315

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

- 317 Contingency for Sale of Buyer's Other Property Addendum _____
- 318 Condominium Addendum _____
- 319 FHA Amendatory Clause _____
- 320 New Construction Addendum _____

321

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

325

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

329

330 **ACCEPTANCE:** Acceptance of this Agreement must be in writing. Notice of this acceptance may be
331 communicated by facsimile transmission or electronic signature. The original of this document shall be delivered
332 to the listing Broker's firm. This Agreement and any supplement addendum or modification relating hereto,
333 including any photocopy, facsimile or electronic transmission thereof, may be executed in two or more
334 counterparts, all of which shall constitute one and the same Agreement.

335

336 **NOTICES AND OTHER COMMUNICATIONS:** All notices, requests, claims, demands, and other communications
337 related to this Agreement shall be in writing. Notices permitted or required to be given (excluding service of
338 process) shall be deemed sufficient if given by (a) registered or certified mail, postage prepaid, return receipt
339 requested; (b) private courier service; or (c) facsimile addressed to the respective addresses of the parties as first
340 above written or at such other addresses as the respective parties may designate by like notice from time to time.

BUYER'S Initials _____

SELLER'S Initials _____



Property address, street, city, state, zip

Date

341

342 BUYER further authorizes notices and other communications to be delivered electronically to the following
343 address(es): _____
344

345 SELLER further authorizes notices and other communications to be delivered electronically to the following
346 address(es): _____
347

348 **CONTRACT:** This is a legally binding contract when signed by both SELLER and BUYER. READ IT
349 CAREFULLY. If you do not understand the effect of any part of this Agreement seek legal advice before signing
350 this contract or attempting to enforce any obligation or remedy provided herein.
351

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

354 **EXPIRATION OF OFFER:**

355 This offer is binding and irrevocable until _____ AM/PM/MIDNIGHT/NOON.
356

357 **X** _____

358 Buyer's / Seller's Signature Date/Time

359 _____

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

361 _____

362 Street Address

363 _____

364 City, State, Zip

365 _____

366 Telephone Number.Cell

367 _____

368 Telephone Number.Home Telephone Number.Work

369 _____

370 E-Mail Address

371 _____

372 This offer was presented to the Seller/Buyer by

373

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

375

376 **X** _____

377 Buyer's / Seller's Signature Date/Time

378 _____

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

380 _____

381 Street Address

382 _____

383 City, State, Zip

384 _____

385 Telephone Number.Cell

386 _____

387 Telephone Number.Home Telephone Number.Work

388 _____

389 E-Mail Address

390 _____

391 This counter offer was presented to the Seller/Buyer by

357 **X** _____

358 Buyer's / Seller's Signature Date/Time

359 _____

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

361 _____

362 Street Address

363 _____

364 City, State, Zip

365 _____

366 Telephone Number.Cell

367 _____

368 Telephone Number.Home Telephone Number.Work

369 _____

370 E-Mail Address

371 _____

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

373

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

375

376 **X** _____

377 Buyer's / Seller's Signature Date/Time

378 _____

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

380 _____

381 Street Address

382 _____

383 City, State, Zip

384 _____

385 Telephone Number.Cell

386 _____

387 Telephone Number.Home Telephone Number.Work

388 _____

389 E-Mail Address

390 _____

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

