



Listing Firm

Dual Agent

Selling Firm

Seller's Designated Agent Name & License Number

Buyer's Designated Agent Name & License Number

Brokerage Firm or Broker Name & License Number

Brokerage Firm or Broker Name & License Number

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 Date: _____

4

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

6 (Municipal Address) _____

7 City _____; Zip _____; Parish _____; Louisiana,

8 (Legal Description) _____

9 on lands and grounds measuring approximately _____

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

20 _____

21 _____

22 _____

23 All items listed herein are included in the property sold no matter how they are attached or installed, provided that
24 any or all of these items are in place at the time of signing of this Agreement to Buy or Sell (the
25 "Agreement"), unless otherwise stated herein. (All of the above contained in lines 5 through 22 are collectively
26 referred to herein as the "Property.") The following items are excluded from the Property sold:

27 _____

28 _____

BUYER'S Initials _____

SELLER'S Initials _____



Property address, street, city, state, zip

Date

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

32
33 **PRICE:** The Property will be sold and purchased subject to title and zoning restrictions, servitudes of record, and
34 law or ordinances affecting the Property for the sum of _____
35 _____ Dollars (\$ _____) (the "Sale Price").
36

37 **ACT OF SALE:** The Act of Sale is to be executed before a settlement agent or Notary Public to be chosen by the
38 BUYER, on _____, 20____, or before if mutually agreed upon. Any change of the date
39 for execution of the Act of Sale must be mutually agreed upon in writing and signed by the SELLER and the
40 BUYER. At closing, the BUYER must provide "good funds" as required by Louisiana statute LA R.S. 22:22.512 *et*
41 *seq.*

42
43 **OCCUPANCY:** Occupancy/possession and transfer of keys is to be granted at Act of Sale unless mutually agreed
44 upon in writing.

45
46 **CONTINGENCY FOR SALE OF BUYER'S OTHER PROPERTY:**

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

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

51
52 **ALL CASH SALE:** The BUYER warrants the BUYER has cash readily available to close the sale of this
53 Property.

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

- | | |
|--|---|
| 60 <input type="checkbox"/> Fixed Rate Mortgage | <input type="checkbox"/> FHA Insured Mortgage |
| 61 <input type="checkbox"/> Adjustable Rate Mortgage | <input type="checkbox"/> Owner Financing |
| 62 <input type="checkbox"/> Rural Development | <input type="checkbox"/> Bond Financing |
| 63 <input type="checkbox"/> VA Guaranteed Mortgage | <input type="checkbox"/> Other _____ |

64
65 The BUYER agrees to pay discount points not to exceed _____% of the loan amount.
66 Other financing conditions: _____
67 _____
68 _____

69
70 The BUYER acknowledges and warrants that the BUYER has available the funds which may be required to
71 complete the sale of the Property including, but not limited to, the deposit, the down payment, closing costs, pre-
72 paid items, and other expenses. If this sale is a Financed Sale, BUYER acknowledges that any terms and
73 conditions imposed by BUYER'S lender(s) or by Consumer Financial Protection Bureau Requirements shall not

BUYER'S Initials _____

SELLER'S Initials _____



74 affect or extend the BUYER'S obligation to execute the Act of Sale or otherwise affect any terms or conditions of
75 this Agreement except as otherwise set forth herein. The BUYER shall supply the SELLER written documentation
76 from a lender that a loan application has been made and the BUYER has given written authorization to lender to
77 proceed with the loan approval process within (____) calendar days after the date of acceptance of this offer by
78 both parties. If the BUYER fails to make loan application, and to supply SELLER with written documentation of
79 that application and BUYER'S written authorization for lender to proceed with loan process within this period, the
80 SELLER may, at the SELLER'S option, terminate this Agreement, by giving the BUYER written notice of the
81 SELLER'S termination. In the event the BUYER is not able to secure financing, the SELLER reserves the right to
82 provide all or part of mortgage loan(s) under the terms set forth above.

83
84 **PRORATIONS/OTHER COSTS:** Real estate taxes, flood insurance premium if assumed, rents, condominium
85 dues, assessments, and/or other dues owed to homeowners associations and the like for the current year are to
86 be prorated through the date of the Act of Sale. Act of Sale costs, abstracting costs, title search, title insurance
87 and other costs required to obtain financing, shall be paid by the BUYER, unless otherwise stated herein. All
88 necessary tax, mortgage, conveyance, release certificates or cancellations and the SELLER closing fees, if any,
89 shall be paid by the SELLER. The SELLER shall pay all previous years' taxes, assessments, condominium dues,
90 and/or dues owed to homeowners associations and the like. All special assessments bearing against the
91 Property prior to Act of Sale, other than those to be assumed by written agreement, as of the date of the Act of
92 Sale, are to be paid by the SELLER.

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

103
104 **DEPOSIT:** Upon acceptance of this offer, or any attached counter offer, the SELLER and the BUYER shall be
105 bound by all terms and conditions of this Agreement, and the BUYER or the BUYER'S agent shall deliver
106 immediately, upon notice of acceptance of the offer, the BUYER'S deposit (the "Deposit") in the amount of
107 \$ _____ or _____ % of the Sale Price to be paid in the form of:

108 Cash \$ _____ Promissory Note \$ _____

109 Check \$ _____

110 The Deposit shall be held by _____.

111
112 Failure to deliver the Deposit shall be considered a default of this Agreement. If the Deposit is held by a Broker, it
113 must be held in accordance with the rules of the Louisiana Real Estate Commission in a federally insured banking
114 or savings and loan institution without responsibility on the part of the Broker in the case of failure or suspension
115 of such institution. In the event the parties fail to execute an Act of Sale by date specified herein, and/or a dispute
116 arises as to ownership of, or entitlement to, the Deposit or funds held in escrow, the Broker shall abide by the
117 Rules and Regulations set forth by the Louisiana Real Estate Commission.

118
119 **RETURN OF DEPOSIT:** The Deposit shall be returned to the BUYER and this Agreement declared null and void
120 without demand in consequence of the following events:



- 121 1) If this Agreement is declared null and void by the BUYER during the inspection and due diligence period as set
- 122 forth in lines 162 through 195 of this Agreement;
- 123
- 124 2) If this Agreement is subject to the BUYER'S ability to obtain a loan and the loan cannot be obtained, except as
- 125 stated in lines 70 through 82 of this Agreement, but only if the BUYER has made timely application for the loan
- 126 and made good faith efforts to obtain the loan;
- 127
- 128 3) If the BUYER conditions the Sale Price on an appraisal and the appraisal is less than the Sale Price and the
- 129 SELLER will not reduce the Sale Price as set forth in lines 94 through 102 of this Agreement;
- 130
- 131 4) If the BUYER timely terminates the Agreement after having received the leases or assessments, as set forth in
- 132 lines 143 through 148 of this Agreement;
- 133
- 134 5) If the SELLER is unable to timely deliver to the BUYER an approved sewerage and/or water inspection report
- 135 as set forth in lines 197 through 206.
- 136
- 137 6.) If the SELLER chooses not to repair or replace the sewer system(s) as per the SEPTIC/WATER WELL
- 138 ADDENDUM, and the BUYER terminates the agreement as a result thereof.
- 139
- 140 7.) If the SELLER chooses not to repair or replace the private water well system(s) as per the SEPTIC/WATER
- 141 WELL ADDENDUM, and the BUYER terminates the agreement as a result thereof.
- 142

143 **LEASES/SPECIAL ASSESSMENTS:** The sale is conditioned upon the BUYER'S receipt of a copy of all written
 144 leases, excluding mineral leases, and unpaid special assessments from the SELLER within five (5) calendar days
 145 of acceptance of the Agreement. Special assessments shall mean an assessment levied on Property to pay the
 146 cost of local improvements imposed by local governmental/governing authority. The BUYER will have five (5)
 147 calendar days after receipt of the aforementioned documents to notify the SELLER whether they are acceptable
 148 to the BUYER. Security deposits, keys and leases are to be transferred to the BUYER at Act of Sale.

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

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

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

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

BUYER'S Initials _____

SELLER'S Initials _____



172 by the same number of days that the BUYER is not granted immediate access to the property or all utilities are
173 not provided by the SELLER. If the BUYER is not satisfied with the condition of the Property or the results of the
174 BUYER'S due diligence investigation, the BUYER may choose one of the following options within the inspection
175 and due diligence period:

176
177 **Option 1:** The BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void;
178 or

179 **Option 2:** The BUYER may indicate in writing the deficiencies and desired remedies and the SELLER will within
180 seventy two (72) hours respond in writing as to the SELLER'S willingness to remedy those deficiencies
181 ("SELLER'S Response").

182
183 Should the SELLER in the SELLER'S Response refuse to remedy any or all of the deficiencies listed by the
184 BUYER, then the BUYER shall have seventy-two (72) hours from the date of the SELLER'S Response or
185 seventy-two (72) hours from the date that the SELLER'S Response was due, whichever is earlier, to: (a) accept
186 the SELLER'S Response to the BUYER'S written requests or (b) accept the Property in its current condition, or (c)
187 to elect to terminate this Agreement. The BUYER'S response shall be in writing. Upon the BUYER'S failure to
188 respond to the SELLER'S Response by the time specified or the BUYER'S electing, in writing, to terminate this
189 Agreement, the Agreement shall be automatically, with no further action required by either party, ipso facto null
190 and void except for return of Deposit to the BUYER.

191
192 FAILURE TO GIVE WRITTEN NOTICE OF EITHER TERMINATION OR DEFICIENCIES AND DESIRED
193 REMEDIES TO THE SELLER (OR THE SELLER'S DESIGNATED AGENT) AS SET FORTH IN LINES 155
194 THROUGH 181 WITHIN THE INSPECTION AND DUE DILIGENCE PERIOD SHALL BE DEEMED AS
195 ACCEPTANCE BY THE BUYER OF THE PROPERTY'S CURRENT CONDITION.

196
197 **PRIVATE WATER/SEWERAGE:**

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

201
202 There is/are _____ (____) private septic/treatment system(s) servicing only the primary residence and
203 the attached private Septic/Water Addendum inspections shall include only those systems supplying service to
204 the primary residence.

205
206 There is NO private septic/treatment system(s) servicing only the primary residence.
207

208 **HOME SERVICE/WARRANTY:** A home service/warranty plan will / will not be purchased at the closing of
209 sale at a cost not to exceed \$ _____ to be paid by the BUYER / the SELLER. Home Service
210 Warranty will be ordered by _____.

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



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

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

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

229 C. NEW HOME WARRANTIES. Notwithstanding lines 218 through 228 and irrespective of whether A or B
230 above is checked, if the Property is a new construction, the parties agree that neither A or B will apply but instead
231 the provisions of the New Home Warranty Act (LA R.S. 9:3141 *et seq.*) shall apply. The warranty of condition of
232 this Property is governed by the New Home Warranty Act if a home on the Property is a "home" as defined in the
233 New Home Warranty Act.
234

235 **MERCHANTABLE TITLE/CURATIVE WORK:** The SELLER shall deliver to the BUYER a merchantable title at
236 the SELLER'S costs (see lines 239 through 241). In the event curative work in connection with the title to the
237 Property is required or is a requirement for obtaining the loan(s) upon which this Agreement is conditioned, the
238 parties agree to and do extend the date for passing the Act of Sale to a date not more than
239 _____ (_____) calendar days from the date of the Act of Sale stated herein. The
240 SELLER'S title shall be merchantable and free of all liens and encumbrances except those that can be satisfied at
241 Act of Sale. All costs and fees required to make title merchantable shall be paid by the SELLER. The SELLER
242 shall make good faith efforts to deliver merchantable title. The SELLER'S inability to deliver merchantable title
243 within the time stipulated herein shall render this Agreement null and void, reserving unto the BUYER the right to
244 demand the return of the Deposit and to recover from the SELLER actual costs incurred in processing of sale as
245 well as legal fees incurred by the BUYER.
246

247 **FINAL WALK THROUGH:** The BUYER shall have the right to re-inspect the Property within five (5) calendar
248 days prior to the Act of Sale, or occupancy, whichever will occur first in order to determine if the Property is in the
249 same or better condition as it was at the initial inspection(s) and to insure all agreed upon repairs have been
250 completed. The SELLER agrees to provide utilities for the final walk through and immediate access to the
251 Property.
252

253 **DEFAULT OF AGREEMENT BY THE SELLER:** In the event of any default of this Agreement by the SELLER,
254 the BUYER shall at the BUYER'S option have the right to declare this Agreement null and void with no further
255 demand, or to demand and/or sue for any of the following:
256

- 257 1) Termination of this Agreement; 2) Specific performance; 3) Termination of this Agreement and an amount
258 equal to 10% of the Sale Price as stipulated damages.
259

260 Further, the BUYER shall be entitled to the return of the Deposit. The prevailing party to any litigation brought to
261 enforce any provision of this Agreement shall be awarded their attorney fees and costs. The SELLER may also be
262 liable for Broker fees.
263

264 **DEFAULT OF AGREEMENT BY BUYER:** In the event of any default of this Agreement by the BUYER, the
265 SELLER shall have at the SELLER'S option the right to declare this Agreement null and void with no further

BUYER'S Initials _____

SELLER'S Initials _____



266 demand, or to demand and sue for any of the following: 1) Termination of this Agreement; 2) Specific
267 performance; 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated
268 damages.

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

273
274 **MOLD RELATED HAZARDS NOTICE:** An informational pamphlet regarding common mold related hazards that
275 can affect real property is available at the EPA website <http://www.epa.gov/iaq/molds/index.html>. By initialing
276 this page of the Agreement, the BUYER acknowledges that the real estate agent has provided the BUYER with
277 the EPA website enabling the BUYER to obtain information regarding common mold related hazards.

278
279 **OFFENDER NOTIFICATION:** The Louisiana State Police maintains the State Sex Offender and Child Predator
280 Registry through the Louisiana Bureau of Criminal Identification and Information. It is a public access database of
281 the locations of individuals who are required to register pursuant to LA R.S. 15:540, et seq. The website for the
282 database is <http://www.lsp.org/socpr/default.html>. Sheriff and police departments serving jurisdictions of
283 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0551 or 1-225-925-6100.
284 Send written inquiries to Post Office Box 66614, Box A-6, Baton Rouge, Louisiana 70896.

285
286 **CHOICE OF LAW:** This Agreement shall be governed by and shall be interpreted in accordance with the laws of
287 the State of Louisiana.

288
289 **DEADLINES:** TIME IS OF THE ESSENCE and all deadlines are final, except where modifications, changes, or
290 extensions are made in writing and signed by all parties to this Agreement. All "calendar days" as used in this
291 Agreement shall end at 11:59 p.m. in Louisiana.

292
293 **ADDITIONAL TERMS AND CONDITIONS:**
294 _____
295 _____
296 _____
297 _____
298 _____
299 _____

300
301 **ROLES OF BROKERS AND DESIGNATED AGENTS:** Broker(s) and Designated Agent(s) have acted only as
302 real estate brokers to bring the parties together and make no warranty to either party for performance or non
303 performance of any part of this Agreement or for any warranty of any nature unless specifically set forth in writing.

304
305 Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning Property
306 measurements, square footage, room dimensions, lot size, Property lines or boundaries. Broker(s) and
307 Designated Agent(s) make no representations as to suitability or to a particular use of the Property, and the
308 BUYER has or will independently investigate all conditions and characteristics of the Property which are important
309 to the BUYER. The BUYER is not relying on the Broker or the Designated Agent(s) to choose a representative to
310 inspect or re-inspect the Property; the BUYER understands any representative desired by the BUYER may
311 perform this function. In the event Broker/Agent(s) provides names or sources for such advice or assistance,
312 Broker/Agent(s) does not warrant the services of such experts or their products and cannot warrant the condition
313 of Property or interest to be acquired, or guarantee that all defects are disclosed by the SELLER(S).
314 Broker/Agent(s) do not investigate the status of permits, zoning, code compliance, restrictive covenants, or

BUYER'S Initials _____

SELLER'S Initials _____



315 insurability. The Broker(s) and Designated Agent(s) specifically make no warranty whatsoever as to whether or
316 not the Property is situated in or out of the Government's hundred year flood plan or is or would be classified as
317 wetlands by the U.S. Army Corps of Engineers, or as to the presence of wood destroying insects or damage there
318 from. The BUYER(S) are to satisfy themselves concerning these issues. Designated Agent shall be an
319 independent contractor for Broker if the conditions as set forth in LA R.S. 37:1446(h) are met.
320

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

- 322 Contingency for Sale of the BUYER'S Other Property Addendum Private Water/Sewerage Addendum
- 323 Condominium Addendum _____
- 324 FHA Amendatory Clause _____
- 325 New Construction Addendum _____

326
327 If any of the pre-printed portions of this Agreement vary or are in conflict with any additional or modified terms on
328 blanks provided in this form or Addendum attached to this Agreement, the additional, modified or Addendum
329 provisions control.
330

331 **SINGULAR – PLURAL USE:** Wherever the word BUYER or the word SELLER occurs in this Agreement or is
332 referred to, the same shall be construed as singular or plural, masculine or feminine or neuter, as the case may
333 be.
334

335 **ACCEPTANCE:** Acceptance of this Agreement must be in writing. This agreement may be executed by use of
336 electronic signatures, in accordance with the Louisiana Uniform Electronic Transaction Act. The original of this
337 Agreement shall be delivered to the listing Broker's firm. This Agreement and any supplement addendum or
338 modification relating hereto, including any photocopy, facsimile or electronic transmission thereof, may be
339 executed in two or more counterparts, all of which shall constitute one and the same Agreement.
340

341 **NOTICES AND OTHER COMMUNICATIONS:** All notices, requests, claims, demands, and other communications
342 related to or required by this Agreement shall be in writing. Notices permitted or required to be given (excluding
343 service of process) shall be deemed sufficient if delivered by (a) mail, (b) hand delivery; (c) overnight delivery; (d)
344 facsimile, (e) e-mail, or (f) other e-signature transmissions addressed to the respective addresses of the parties
345 as (a) written on the first page of this Agreement; (b) as designated below on lines 357 through 365; or (c) at such
346 other addresses as the respective parties may designate by written notice.
347

348 The BUYER and SELLER agree the use of electronic documents and digital signatures is acceptable and will be
349 treated as originals of the signatures and documents transmitted in the above referenced real estate transaction.
350 Specifically, the BUYER and SELLER consent to the use of electronic documents, the electronic transmission of
351 documents, and the use of electronic signatures pertaining to this Agreement, and any supplement addendum or
352 modification relating thereto, including but not limited to any notices, requests, claims, demands and other
353 communications as set forth in the Agreement.

354 The BUYER further authorizes notices and other communications to be delivered electronically to the following
355 address(es):

356 BUYER address(es): _____

357 With a copy to:

358 BUYER's Agent address(es): _____

359

BUYER'S Initials _____

SELLER'S Initials _____



Property address, street, city, state, zip

Date

360 The SELLER further authorizes notices and other communications to be delivered electronically to the
361 following address(es):

362 SELLER address(es): _____

364 With a copy to:

365 SELLER's Agent address(es): _____

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

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

373 **EXPIRATION OF OFFER:**

374 This offer is binding and irrevocable until _____, 20____ at _____ AM PM MIDNIGHT NOON.

375 The Acceptance of this offer must be communicated to the offering party by the deadline stated on line 374 to be
376 binding and effective.

378 **X**
379 Buyer's / Seller's Signature Date/Time AM PM

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

382 Street Address

384 City, State, Zip

386 Telephone Number.Cell

388 Telephone Number.Home Telephone Number.Work

390 E-Mail Address

378 **X**
379 Buyer's / Seller's Signature Date/Time AM PM

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

382 Street Address

384 City, State, Zip

386 Telephone Number.Cell

388 Telephone Number.Home Telephone Number.Work

390 E-Mail Address

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

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

398 **X**
399 Buyer's / Seller's Signature Date/Time AM PM

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

402 Street Address

404 City, State, Zip

406 Telephone Number.Cell

408 Telephone Number.Home Telephone Number.Work

410 E-Mail Address

398 **X**
399 Buyer's / Seller's Signature Date/Time AM PM

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

402 Street Address

404 City, State, Zip

406 Telephone Number.Cell

408 Telephone Number.Home Telephone Number.Work

410 E-Mail Address

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

