

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

**LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL**

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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: \_\_\_\_\_

**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. 22:512 *et seq.* Security deposits are to be transferred to BUYER at Act of Sale.

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

BUYER'S Initials \_\_\_\_\_

SELLER'S Initials \_\_\_\_\_



Property address, street, city, state, zip

47 **CONTINGENCY FOR SALE OF BUYER'S OTHER PROPERTY:**  This sale is contingent on the sale of other  
48 property by the BUYER and the attached contingency clause addendum shall apply.  This sale is not  
49 contingent upon the sale of other property by the BUYER nor is the loan needed by the BUYER to obtain the Sale  
50 Price contingent on the BUYER'S sale of any property.

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

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 BUYER provided that these terms do not increase the cost, fees or expenses to  
59 SELLER. The loan shall be secured by a  Fixed Rate Mortgage;  Adjustable Rate Mortgage;  VA  
60 Guaranteed Mortgage;  FHA Insured Mortgage;  Owner Financing;  Bond Financing;  Other. Fees paid  
61 by SELLER that are required by lender, if any, shall not exceed \$ \_\_\_\_\_. BUYER agrees to  
62 pay discount points not to exceed \_\_\_\_\_% of the loan amount. Other financing conditions:  
63 \_\_\_\_\_  
64 \_\_\_\_\_  
65 \_\_\_\_\_

66  
67 In the event BUYER is not able to secure financing, SELLER reserves the right to provide all or part of mortgage  
68 loan(s) under the terms set forth above. The BUYER acknowledges and warrants that he has available the funds  
69 which may be required to complete the sale of the Property including, but not limited to, the deposit, the down  
70 payment, closing costs, pre-paid items, and other expenses. BUYER agrees to make good faith application within  
71 \_\_\_\_\_ calendar days after acceptance of this offer or any counteroffer. Written proof from the lender that the  
72 application has been made shall be supplied by BUYER to the SELLER. Final loan approval shall be obtained on  
73 or prior to \_\_\_\_\_. Any extension of this date shall be in writing and shall be signed by all  
74 parties. BUYER authorizes and instructs lender to release to SELLER, or SELLER'S Broker or Designated Agent,  
75 written verification of the loan application and final loan approval.  
76

77 **PRORATION/OTHER COSTS:** Real estate taxes, flood insurance premium if assumed, rents, assessments,  
78 condominium dues, assessments, and/or other dues owed to homeowners associations and the like for the  
79 current year are to be prorated through the date of the Act of Sale. Act of Sale costs, title insurance and other  
80 costs required to obtain financing, shall be paid by BUYER, unless otherwise stated herein. All necessary tax,  
81 mortgage, conveyance, release certificates or cancellations and SELLER closing fees, if any, shall be paid by  
82 SELLER. Seller shall pay all previous years taxes, assessments, condominium dues, assessments and/or dues  
83 owed to homeowners associations and the like. All special assessments bearing against the Property prior to Act  
84 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  
85 Seller.  
86

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

96 **DEPOSIT:** Upon acceptance of this offer, or any attached counter offer, SELLER and BUYER shall be bound by  
97 all terms and conditions of this Agreement, and BUYER or BUYER'S agent will deliver immediately upon notice of  
98 acceptance of the offer a deposit (the "Deposit") in the amount of \$ \_\_\_\_\_ or \_\_\_\_\_%  
99 of the Sale Price to be paid in the form of:  Cash \$ \_\_\_\_\_  
100  Check \$ \_\_\_\_\_  Promissory Note \$ \_\_\_\_\_  
101 The Deposit shall be held by \_\_\_\_\_.

102  
103 Failure to deliver the Deposit shall be considered a default of this Agreement. If the Deposit is held by a Broker, it  
104 must be held in accordance with the rules of the Louisiana Real Estate Commission in a federally insured banking  
105 or savings and loan institution without responsibility on the part of the Broker in the case of failure or suspension  
106 of such institution. In the event the parties fail to execute an Act of Sale by date specified herein, and/or a dispute

BUYER'S Initials \_\_\_\_\_

SELLER'S Initials \_\_\_\_\_



Property address, street, city, state, zip

107 arises as to ownership of, or entitlement to, the Deposit or funds held in escrow, the Broker shall abide by the  
108 Rules and Regulations set forth by the Louisiana Real Estate Commission.

109  
110 **RETURN OF DEPOSIT:** The Deposit shall be returned to the BUYER and this Agreement declared null and void  
111 without demand in consequence of the following events:

- 112 1) If this Agreement is declared null and void by BUYER during the inspection period as set forth in lines 152
- 113 through 167 of this Agreement;
- 114 2) If this Agreement is subject to BUYER'S ability to obtain a loan and the loan cannot be obtained, except as
- 115 stated in lines 67 through 75 of this Agreement but only if the BUYER has made timely application for the loan
- 116 and made good faith efforts to obtain the loan;
- 117 3) If the BUYER conditions the Sale Price on an appraisal and the appraisal is less than the Sale Price and the
- 118 SELLER will not reduce the Sale Price as set forth in lines 87 through 94 of this Agreement;
- 119 4) If the BUYER timely terminates the Agreement after having received the leases or assessments, as set forth in
- 120 lines 124 through 128 of this Agreement;
- 121 5) If the SELLER is unable to timely deliver to the BUYER an approved sewerage and/or water inspection report
- 122 as set forth in lines 168 through 174.

123  
124 **LEASES/SPECIAL ASSESSMENTS:** The sale is conditioned upon BUYER'S receipt of a copy of all written  
125 leases (excluding mineral leases) and unpaid special assessments from SELLER within five (5) calendar days of  
126 acceptance of the Agreement. Special assessments shall mean an assessment levied on Property to pay the cost  
127 of local improvements. BUYER will have five (5) calendar days after receipt of the aforementioned documents to  
128 notify SELLER, in writing, of BUYER's intent to terminate the Agreement.

129  
130 **NEW HOME CONSTRUCTION:** If the property to be sold is completed new construction, under construction, or to  
131 be constructed, check one:  A new home construction addendum, with additional terms and conditions, is  
132 attached.  There is no new home construction addendum.

133  
134 **INSPECTION AND DUE DILIGENCE:** BUYER ACKNOWLEDGES THAT THE SALE PRICE OF THE  
135 PROPERTY WAS NEGOTIATED BASED UPON THE PROPERTY'S APPARENT CURRENT CONDITION;  
136 ACCORDINGLY, SELLER IS NOT OBLIGATED TO MAKE REPAIRS TO THE PROPERTY, INCLUDING  
137 REPAIRS REQUIRED BY THE LENDER UNLESS OTHERWISE STATED HEREIN. THE SELLER IS  
138 RESPONSIBLE FOR MAINTAINING THE PROPERTY IN SUBSTANTIALLY THE SAME OR BETTER  
139 CONDITION AS IT WAS WHEN THE AGREEMENT WAS FULLY EXECUTED.

140  
141 BUYER shall have an inspection period of (\_\_\_\_\_) calendar days, commencing the first day after acceptance of  
142 this Agreement wherein, BUYER may, at BUYER'S expense, have any inspections made by experts or others of  
143 his choosing. Such inspections may include, but are not limited to, inspections for termites and other wood  
144 destroying insects, and/or damage from same, molds, and fungi hazards, and analysis of synthetic stucco,  
145 drywall, appliances, structures, foundations, roof, heating, cooling, electrical, plumbing systems, utility and sewer  
146 availability and condition, out-buildings, square footage, school district, flood zone classifications, current zoning  
147 and/or subdivision restrictive covenants and any items addressed in the SELLER'S Property Disclosure  
148 Document. All testing shall be nondestructive testing. SELLER agrees to provide the utilities for inspections and  
149 immediate access. If BUYER is not satisfied with the condition of the Property the BUYER may choose one of the  
150 following options within the inspection period:

- 151
- 152 **Option 1:** BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void; or
- 153 **Option 2:** BUYER may indicate in writing the deficiencies and desired remedies and SELLER will within seventy
- 154 two (72) hours respond in writing as to SELLER's willingness to remedy those deficiencies ("SELLER's
- 155 Response").

156  
157 Should SELLER in the SELLER'S Response refuse to remedy any or all of the deficiencies listed by the BUYER,  
158 then BUYER shall have seventy-two (72) hours from the date of SELLER's Response or seventy-two (72) hours  
159 from the date that SELLER's Response was due, whichever is earlier, to: (a) accept SELLER'S Response to  
160 BUYER'S written requests or (b) accept the Property in its current condition, or (c) to elect to terminate this  
161 Agreement. BUYER'S response shall be in writing. Upon BUYER'S failure to respond to the SELLER'S Response  
162 by the time specified or BUYER'S electing, in writing, to terminate this Agreement, the Agreement shall be  
163 automatically, with no further action required by either party, ipso facto null and void except for return of Deposit  
164 to the BUYER. FAILURE TO MAKE INSPECTIONS OR TO GIVE WRITTEN NOTICE OF DEFICIENCIES AND  
165 DESIRED REMEDIES TO SELLER (OR SELLER'S DESIGNATED AGENT) AS SET FORTH IN LINES 141  
166 THROUGH 155 WITHIN THE INSPECTION PERIOD SHALL BE DEEMED AS ACCEPTANCE BY BUYER OF  
167 THE PROPERTY'S CURRENT CONDITION.

168 **PRIVATE WATER/SEWERAGE:** In the event there is a private water system or private sewerage system on

BUYER'S Initials \_\_\_\_\_

SELLER'S Initials \_\_\_\_\_



Property address, street, city, state, zip

169 the Property, the SELLER shall provide, at SELLER's expense, approval of the private water or sewerage  
170 system, in accordance with the appropriate governmental entity. An approved sewerage and/or water  
171 inspection report will be issued within thirty (30) days prior to the Act of Sale by the appropriate  
172 governmental agency. The approved inspection and test on the water and/or sewerage system are to be  
173 furnished and paid for by the SELLER. Any private water system or private sewerage system repairs  
174 necessary to obtain approved inspection certificate will be paid by SELLER.  
175

176 HOME SERVICE/WARRANTY: A home service/warranty plan  will  will not be purchased at the closing of  
177 sale at a cost not to exceed \$\_\_\_\_\_ to be paid by  BUYER  SELLER  Neither and  
178 ordered by \_\_\_\_\_. It is understood that Agent/Broker may receive compensation  
179 from the home warranty company for actual services performed. The home service warranty plan does not  
180 warrant pre-existing defects and options, and does not supersede or replace any other inspection clause or  
181 responsibilities. If neither BUYER nor SELLER accepts the home service warranty plan, they declare that they  
182 have been made aware of the existence of such a plan, and further declare that they hold the Broker and Agents  
183 harmless from any responsibility or liability due to their rejection of such a plan.

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

185  A. SALE WITH WARRANTIES: SELLER and BUYER acknowledge that this sale shall be with full SELLER  
186 warranties as to any claims or causes of action including but not limited to redhibition pursuant to Louisiana Civil  
187 Code Article 2520, et seq. and Article 2541, et seq.  
188

189  B. SALE "AS IS" WITHOUT WARRANTIES: SELLER and BUYER hereby acknowledge and recognize that the  
190 Property being sold and purchased is to be transferred in "as is" condition and further BUYER does hereby waive,  
191 relieve and release SELLER from any claims or causes of action for redhibition pursuant to Louisiana Civil Code  
192 Article 2520, et seq. and Article 2541, et seq. or for reduction of Sale Price pursuant to Louisiana Civil Code  
193 Article 2541, et seq. Additionally, BUYER acknowledges that this sale is made without warranty of fitness for  
194 ordinary or particular use pursuant to Louisiana Civil Code Article 2524. SELLER and BUYER agree that this  
195 clause shall be made a part of the Act of Sale.  
196

197  C. NEW HOME WARRANTIES. Notwithstanding lines 185 through 195 and irrespective of whether A or B  
198 above is checked, if the Property is a new construction, the parties agree that neither A or B will apply but instead  
199 the provisions of the New Home Warranty Act (LA R.S. 9:3141 et seq.) shall apply. The warranty of condition of  
200 this Property is governed by the New Home Warranty Act if a home on the Property is a "home" as defined in the  
201 New Home Warranty Act.  
202

203 MERCHANTABLE TITLE/CURATIVE WORK: SELLER shall deliver to BUYER a merchantable title at SELLER's  
204 costs (see lines 207 through 209). In the event curative work in connection with the title to the Property is required  
205 or is a requirement for obtaining the loan(s) upon which this Agreement is conditioned, the parties agree to and do  
206 extend the date for passing the Act of Sale to a date not more than \_\_\_\_\_ (\_\_\_\_)  
207 calendar days from the date of the Act of Sale stated herein. SELLER's title shall be merchantable and free of all  
208 liens and encumbrances except those that can be satisfied at Act of Sale. All costs and fees required to make title  
209 merchantable shall be paid by SELLER. SELLER shall make good faith efforts to deliver merchantable title.  
210 SELLER's inability to deliver merchantable title within the time stipulated herein shall render this Agreement null  
211 and void, reserving unto BUYER the right to demand the return of the Deposit and to recover from SELLER actual  
212 costs incurred in processing of sale as well as legal fees incurred by BUYER.  
213

214 FINAL WALK THROUGH: BUYER shall have the right to re-inspect the Property within five (5) days prior to the  
215 Act of Sale, or occupancy, whichever will occur first in order to determine if the Property is in the same or better  
216 condition as it was at the initial inspection(s) and to insure all agreed upon repairs have been completed. SELLER  
217 agrees to provide utilities for the final walk through and immediate access to the Property.  
218

219 DEFAULT OF AGREEMENT BY SELLER: In the event of any other default of this Agreement by SELLER except  
220 as set forth in lines 110 through 122 or lines 209 through 212, BUYER shall at BUYER'S option have the right to  
221 declare this Agreement null and void with no further demand, or to demand and/or sue for any of the following:  
222 1) Termination of this Agreement; 2) Specific performance; 3) Termination of this Agreement and an amount  
223 equal to 10% of the Sale Price as stipulated damages.  
224

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

BUYER'S Initials \_\_\_\_\_

SELLER'S Initials \_\_\_\_\_



Property address, street, city, state, zip

228 **DEFAULT OF AGREEMENT BY BUYER:** In the event of any other default of this Agreement by BUYER except  
229 as set forth in lines 103 through 122, SELLER shall have at SELLER's option the right to declare this Agreement  
230 null and void with no further demand, or to demand and sue for any of the following:  
231 1) Termination of this Agreement; 2) Specific performance; 3) Termination of this Agreement and an amount  
232 equal to 10% of the Sale Price as stipulated damages.

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

237  
238 **MOLD RELATED HAZARDS NOTICE:** An informational pamphlet regarding common mold related hazards that  
239 can affect real property is available at the EPA website <http://www.epa.gov/iaq/molds/index.html>. By initialing  
240 this page of the Agreement, BUYER acknowledges that the real estate agent has provided BUYER with the EPA  
241 website enabling BUYER to obtain information regarding common mold related hazards.

242  
243 **OFFENDER NOTIFICATION:** The Louisiana State Police maintains the State Sex Offender and Child Predator  
244 Registry through the Louisiana Bureau of Criminal Identification and Information. It is a public access database of  
245 the locations of individuals who are required to register pursuant to LA R.S. 15:540 et seq. The website for the  
246 database is <http://www.lsp.org/socpr/default.html>. Sheriff and police departments serving jurisdictions of  
247 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0551 or 1-225-925-6100.  
248 Send written inquiries to Post Office Box 66614, Box A-6, Baton Rouge, Louisiana 70896.

249  
250 **CHOICE OF LAW:** This Agreement shall be governed by and shall be interpreted in accordance with the laws of  
251 the State of Louisiana.

252  
253 **DEADLINES:** TIME IS OF THE ESSENCE and all deadlines are final, except where modifications, changes, or  
254 extensions are made in writing and signed by all parties to this Agreement. All "calendar days" as used in this  
255 Agreement shall end at 12:00 midnight in Louisiana.

256  
257 **ADDITIONAL TERMS AND CONDITIONS:**

258 \_\_\_\_\_  
259 \_\_\_\_\_  
260 \_\_\_\_\_  
261 \_\_\_\_\_  
262 \_\_\_\_\_  
263 \_\_\_\_\_  
264 \_\_\_\_\_  
265 \_\_\_\_\_

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

284  
285 **LIST ADDENDA TO BE ATTACHED AND MADE A PART OF THIS AGREEMENT:**

- 286  Contingency for Sale of Buyer's Other Property Addendum  \_\_\_\_\_  
287  Condominium Addendum  \_\_\_\_\_  
288  FHA Amendatory Clause  \_\_\_\_\_  
289  New Construction Addendum  \_\_\_\_\_

BUYER'S Initials \_\_\_\_\_

SELLER'S Initials \_\_\_\_\_



Property address, street, city, state, zip

290 If any of the pre-printed portions of this Agreement vary or are in conflict with any additional or modified terms on  
291 blanks provided in this form or Addendum attached to this Agreement, the additional, modified or Addendum  
292 provisions control.  
293

294 **SINGULAR – PLURAL USE:** Wherever the word BUYER or the word SELLER occurs in this Agreement or is  
295 referred to, the same shall be construed as singular or plural, masculine or feminine or neuter, as the case may  
296 be.  
297

298 **ACCEPTANCE:** Acceptance of this Agreement must be in writing. Notice of this acceptance may be  
299 communicated by facsimile transmission or electronic signature. The original of this document shall be delivered  
300 to the listing Broker's firm. This Agreement and any supplement addendum or modification relating hereto,  
301 including any photocopy, facsimile or electronic transmission thereof, may be executed in two or more  
302 counterparts, all of which shall constitute one and the same Agreement.  
303

304 **CONTRACT:** This is a legally binding contract when signed by both SELLER and BUYER. READ IT  
305 CAREFULLY. If you do not understand the effect of any part of this Agreement seek legal advice before signing  
306 this contract or attempting to enforce any obligation or remedy provided herein.  
307

308 **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties, and any other  
309 agreements not incorporated herein in writing are void and of no force and effect.  
310

311 **EXPIRATION OF OFFER:**  
312 This offer is binding and irrevocable until \_\_\_\_\_ AM/PM/MIDNIGHT/NOON.  
313

314 **X** \_\_\_\_\_  
315  Buyer's/  Seller's Signature Date/Time  
316 \_\_\_\_\_  
317 Print Buyer's/Seller's Full Name (First, Middle, Last)  
318 \_\_\_\_\_  
319 Street Address  
320 \_\_\_\_\_  
321 City, State, Zip  
322 \_\_\_\_\_  
323 Last 4-digits of SSN Telephone Number.Cell  
324 \_\_\_\_\_  
325 Telephone Number.Home Telephone Number.Work  
326 \_\_\_\_\_  
327 E-Mail Address

314 **X** \_\_\_\_\_  
315  Buyer's/  Seller's Signature Date/Time  
316 \_\_\_\_\_  
317 Print Buyer's/Seller's Full Name (First, Middle, Last)  
318 \_\_\_\_\_  
319 Street Address  
320 \_\_\_\_\_  
321 City, State, Zip  
322 \_\_\_\_\_  
323 Last 4-digits of SSN Telephone Number.Cell  
324 \_\_\_\_\_  
325 Telephone Number.Home Telephone Number.Work  
326 \_\_\_\_\_  
327 E-Mail Address

328 \_\_\_\_\_  
329 This offer was presented to the Seller/Buyer by Day/ Date/ Time AM/PM MIDNIGHT/NOON  
330  
331

332 This offer is:  **Accepted**  **Rejected** (without counter)  **Countered** (See Attached Counter) by:  
333

334 **X** \_\_\_\_\_  
335  Buyer's/  Seller's Signature Date/Time  
336 \_\_\_\_\_  
337 Print Buyer's/Seller's Full Name (First, Middle, Last)  
338 \_\_\_\_\_  
339 Street Address  
340 \_\_\_\_\_  
341 City, State, Zip  
342 \_\_\_\_\_  
343 Last 4-digits of SSN Telephone Number.Cell  
344 \_\_\_\_\_  
345 Telephone Number.Home Telephone Number.Work  
346 \_\_\_\_\_  
347 E-Mail Address

334 **X** \_\_\_\_\_  
335  Buyer's/  Seller's Signature Date/Time  
336 \_\_\_\_\_  
337 Print Buyer's/Seller's Full Name (First, Middle, Last)  
338 \_\_\_\_\_  
339 Street Address  
340 \_\_\_\_\_  
341 City, State, Zip  
342 \_\_\_\_\_  
343 Last 4-digits of SSN Telephone Number.Cell  
344 \_\_\_\_\_  
345 Telephone Number.Home Telephone Number.Work  
346 \_\_\_\_\_  
347 E-Mail Address

348 \_\_\_\_\_  
349 This counter offer was presented to the Seller/Buyer by Day/ Date/ Time AM/PM MIDNIGHT/NOON

BUYER'S Initials \_\_\_\_\_

SELLER'S Initials \_\_\_\_\_

