LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL

Property Description (Address, City, State, ZIP): ________________________________

Date: ____________________

Listing Firm: ____

Selling Firm: ____

Seller's Designated Agent (Name & License No.): ________________ ("Seller's Agent")

⬜ Dual Agent

Buyer's Designated Agent (Name & License No.): ________________ ("Buyer's Agent")

Brokerage Name & License No. (Seller): ____

Brokerage Name & License No. (Buyer): ____

Seller's Agent Phone: ________________ Brokerage Phone: ______________________

Buyer's Agent Phone: ________________ Brokerage Phone: ______________________

Seller's Agent Email: ____

Buyer's Agent Email: ____

Designated Agent Receiving Agreement: ____________________________________

Day: _________ Date: _________ Time: _________ ⬜ AM ⬜ PM

Agreement Delivered By:

⬜ Electronic (specify): ________________________

⬜ Hand Delivery

⬜ Other: ____________________________________

Signature of Designated Agent Receiving Agreement: _________________________

Day: _________ Date: _________ Time: _________ ⬜ AM ⬜ PM

Comments:

____

Electronic Notice Authorization

⬜ **BUYER Authorization:** The BUYER authorizes their agent to deliver notices and communications electronically to the email address provided. The BUYER further authorizes the Seller's Agent to electronically deliver notices and communications to the BUYER'S Agent at the email address listed above.

⬜ **SELLER Authorization:** The SELLER authorizes their agent to deliver notices and communications electronically to the email address provided. The SELLER further authorizes the Buyer's Agent to electronically deliver notices and communications to the Seller's Agent at the email address listed above.

This authorization **does not permit** the Buyer's Agent to communicate directly with the SELLER, nor the Seller's Agent to communicate directly with the BUYER.

The BUYER and SELLER agree that the use of electronic documents and digital signatures is acceptable and shall carry the same legal effect as originals. Both parties consent to the use of electronic documents, electronic transmission of documents, and electronic signatures for this Agreement and any supplements, addenda, or modifications, including but not limited to notices, requests, claims, demands, and other communications related to this transaction.

PROPERTY DESCRIPTION

I/We hereby offer and agree to buy/sell the property located at:

Municipal Address: ____

City: ____________________________

Zip: _____________

Parish: ______________________

State: Louisiana

Legal Description:

____

____

On land measuring approximately (# ___________) or as reflected in the record title; including all buildings, structures, parts, and permanently installed or attached improvements. This includes, but is not limited to:

- All fences, landscaping, and outdoor installations;
- Security systems, installed speakers, and built-in sound systems;
- Exterior TV antennas, satellite dishes, and attached television mounts;
- Installed or built-in appliances, ceiling fans, air conditioning, and heating systems (including window units);
- Bathroom mirrors, window coverings (including blinds, drapes, curtains, shades, shutters, and associated hardware);
- Flooring, carpeting, cabinet tops, cabinet hardware, doors, door knobs/handles, doorbells, windows, roofing, and electrical systems;
- Installed lighting fixtures, chandeliers, and related hardware;
- Gas logs, installed generators, and any other constructions permanently affixed to the ground.

If owned by the SELLER before the date of this Agreement, standing timber, unharvested crops, and ungathered fruits of trees on the property shall also transfer to the BUYER.

The following movable items shall remain with the property, shall transfer without warranty, shall be deemed to have no monetary value, and shall not be considered part of the Sale Price:

All items referenced above are included with the property conveyed, regardless of how they are attached or installed, provided they are present at the time of execution of this

Agreement to Buy or Sell (the "Agreement"), unless expressly excluded below. Collectively, the items in lines 2 through 26 shall be referred to herein as the "Property."

Exclusions from the Property:

____

____

____

____

MINERAL RIGHTS

Any mineral rights transferred by the SELLER shall be conveyed **without warranty**. ____ (______%) of the mineral rights owned by the SELLER shall be **reserved and retained** by the SELLER. The SELLER hereby waives any right to use the surface of the property for activities related to such reserved and retained mineral rights.

PRICE

The Property shall be sold and purchased subject to title restrictions, zoning ordinances, recorded servitudes, and applicable laws, for the total sum of: ___________ ($__________________) (the "Sale Price").

ACT OF SALE

The Act of Sale shall be executed before a settlement agent or Notary Public chosen by the BUYER, on ______________________***, 20***, or earlier if mutually agreed upon. Any change to the Act of Sale date must be agreed to in writing and signed by both the SELLER and the BUYER. At closing, the BUYER must provide "good funds" as defined by Louisiana statute **LA R.S. 22:532 et seq.**

OCCUPANCY

Possession, occupancy, and transfer of keys/access to the Property shall be granted at the Act of Sale unless otherwise agreed upon in writing by both parties.

CONTINGENCY FOR SALE OF BUYER'S OTHER PROPERTY

⬜ This sale **is contingent** upon the sale of another property owned by the BUYER, and the contingency provisions in lines 359–368 or the attached addendum shall apply.

⬜ This sale **is not contingent** upon the sale of any other property by the BUYER, nor is the loan required by the BUYER to purchase the Property conditioned upon the sale of any property.

FINANCING

⬜ **All Cash Sale:** BUYER warrants that sufficient cash is readily available to complete this transaction.

⬜ **Financed Sale:** This Agreement is contingent upon the BUYER obtaining a loan, secured by this Property, in the amount of ____________________________________ ($__________) or ______**% (**%) of the Sale Price. The loan shall be by mortgage at an initial interest rate not exceeding ______**% (**%) per annum, amortized over no fewer than __________ years, payable in monthly installments or on such other terms acceptable to the BUYER, provided such terms do not increase the SELLER'S costs, fees, or expenses.

Loan Type (check all that apply):

⬜ Fixed Rate Mortgage ⬜ Adjustable Rate Mortgage ⬜ VA Guaranteed Mortgage

⬜ FHA Insured Mortgage ⬜ Owner Financing ⬜ Conventional Mortgage

⬜ Rural Development ⬜ Bond Financing ⬜ Other: _________________________

The BUYER agrees to pay discount points not to exceed _________________**% (**%) of the loan amount.

Other financing conditions:

____

____

____

____

BUYER FUNDS AND LOAN APPLICATION

The BUYER affirms that sufficient funds are available to complete this purchase, including but not limited to deposit, down payment, closing costs, prepaid items, and other expenses.

If this is a Financed Sale, BUYER acknowledges that any requirements imposed by BUYER'S lender(s) or the Consumer Financial Protection Bureau shall not alter or extend BUYER'S obligation to close or otherwise change the terms of this Agreement, except as expressly provided herein.

Within __________ (#) calendar days of acceptance of this Agreement by both parties, the BUYER shall provide the SELLER with written documentation from a lender confirming that a loan application has been submitted and that the BUYER has authorized the lender in writing to proceed with the approval process.

Failure by the BUYER to apply for financing, or to provide SELLER with written evidence of the application and authorization within the required period, shall give the SELLER the right, at SELLER'S option, to terminate this Agreement in writing.

TERMINATION FOR FAILURE TO OBTAIN FINANCING

If the BUYER is unable to secure financing as provided herein, the SELLER may declare this Agreement null and void by delivering written notice of termination to the BUYER. Should the BUYER fail to obtain a loan, the SELLER reserves the option to provide all or part of the financing under the same terms and conditions set forth above.

PRORATIONS, SPECIAL ASSESSMENTS, AND CLOSING COSTS

Real estate taxes, flood insurance premiums (if assumed), rents, condominium dues, special assessments, homeowners' association dues, or any substantially similar charges for the current year shall be prorated through the date of the Act of Sale.

The BUYER shall pay Act of Sale costs, abstracting expenses, title search fees, title insurance premiums, and any other charges required to obtain financing, unless otherwise agreed in writing by the parties.

The SELLER shall pay for all required tax, mortgage, and conveyance certificates, releases, cancellations, and any applicable SELLER closing fees. Additionally, by or before the Act of Sale, the SELLER shall satisfy all prior years' property taxes, special assessments, condominium dues, homeowners' association dues, and similar charges incurred or owed before the Act of Sale, unless otherwise expressly agreed in writing by the parties.

For purposes of this Agreement, the term "special assessment" includes, but is not limited to, any charges assessed against the Property for improvements imposed by state or local government, political subdivisions, quasi-public bodies, or other public or private entities under agreement, contract, or law.

APPRAISAL

⬜ This sale is **not** contingent upon appraisal.

⬜ This sale **is** contingent upon the Property appraising at not less than the agreed Sale Price.

The SELLER agrees to provide access and utilities for appraisal purposes.

- If the appraised value is equal to or greater than the Sale Price, the BUYER shall proceed with the purchase at the agreed Sale Price.

- If the appraised value is less than the Sale Price, the BUYER shall deliver a copy of the appraisal to the SELLER within ________ (#) calendar days of receipt, along with a written request for a reduction in Sale Price.

- Within ________ (#) calendar days of receipt of such request, the SELLER may agree in writing to reduce the Sale Price, or the parties may mutually agree to a new Sale Price. If no agreement is reached, the BUYER shall have the option to either (i) proceed at the original Sale Price, or (ii) declare this Agreement null and void.

DEPOSIT

Upon acceptance of this offer or any attached counteroffer, both parties are bound by this Agreement. Within 72 hours of notification of acceptance, the BUYER or the BUYER'S agent shall deliver the deposit (the "Deposit") in the amount of ___________________ ($___________) or ______**% (**%) of the Sale Price in one of the following forms:

⬜ Cash $_____________

⬜ Certified Funds $_____________

⬜ Check $_____________

⬜ Electronic Transfer $_____________

⬜ No Deposit

The Deposit shall be held by:

⬜ Listing Broker ⬜ Selling Broker ⬜ Other: __________________________

DEPOSIT HELD BY A THIRD PARTY

By Louisiana Administrative Code Title 46, Part LXVII, Section 2717, funds received in a real estate transaction must be deposited into the appropriate escrow, rental trust, or security deposit trust account of the listing or managing broker ("Broker") unless all interested parties agree otherwise in writing.

By signing below, the parties acknowledge and agree that the Deposit related to this transaction may be held by a third party outside the Broker's escrow account. The parties further acknowledge that the Louisiana Real Estate Commission may not have jurisdiction over such funds.

THIRD-PARTY DEPOSIT HOLDERS

I acknowledge that when a third party holds the Deposit, the Broker has no legal obligation under LAC 46:LXVII.2901 to disburse funds. Furthermore, the Broker bears no liability for how such funds are handled by the third party.

Failure of the BUYER to deliver the Deposit shall constitute a default under this Agreement. If the Deposit is held by a Broker, it must be maintained in compliance with Louisiana Real Estate Commission regulations in a federally insured bank or savings and loan institution. The Broker shall not be responsible for loss of funds in the event of institutional failure or suspension. In the event the parties fail to complete the Act of Sale by the specified date, or a dispute arises regarding ownership or entitlement to the Deposit or escrowed funds, the Broker shall follow the Rules and Regulations of the Louisiana Real Estate Commission.

RETURN OF DEPOSIT

The Deposit shall be returned to the BUYER, and this Agreement shall be considered null and void, without demand, under any of the following circumstances:

1. The BUYER terminates this Agreement under the Due Diligence and Inspection Period as provided in lines 198–253.

2. This Agreement is contingent upon the BUYER obtaining financing, and financing cannot be secured despite the BUYER making good-faith efforts (except as otherwise provided in lines 90–95).

3. The SELLER terminates this Agreement due to the BUYER'S failure to comply with the written documentation requirements outlined in lines 90–95.

4. The BUYER conditions the Sale Price on an appraisal, and the appraisal is less than the Sale Price, with the SELLER refusing to reduce the Sale Price (as provided in lines 113–122).

5. The BUYER timely terminates this Agreement after receiving leases or assessments as provided in lines 171–175.

6. The SELLER cannot timely provide the BUYER with an approved sewer and/or water inspection report as provided in lines 255–267.

7. The SELLER elects not to repair or replace the sewer system(s) under the SEPTIC/WATER WELL ADDENDUM, and the BUYER terminates the Agreement as a result.

8. The SELLER elects not to repair or replace the private water well system(s) under the SEPTIC/WATER WELL ADDENDUM, and the BUYER terminates the Agreement as a result.

LEASES

This sale is contingent upon the BUYER'S receipt of all written leases (excluding mineral leases) from the SELLER within five (5) calendar days of acceptance of this Agreement. The BUYER shall have an additional five (5) calendar days after receipt of such leases to notify the SELLER of acceptance or rejection. All security deposits, keys/access devices, and leases shall be transferred to the BUYER on or before the Act of Sale.

PROPERTY CONDITION

The BUYER acknowledges that the Sale Price was negotiated based on the Property's current apparent condition. The SELLER is not obligated to make any repairs, including lender-required repairs, unless otherwise expressly provided herein. However, the SELLER must maintain the Property in substantially the same or better condition as it was at the time this Agreement was executed.

DUE DILIGENCE AND INSPECTION PERIOD

Upon acceptance of this Agreement, the BUYER shall have a Due Diligence and Inspection Period ("DDI Period"), beginning the day after acceptance and continuing until _____________________________ (# _______) calendar days thereafter, OR until the date and time the SELLER receives the BUYER'S written request (as outlined in lines 220–221), whichever occurs first.

The SELLER agrees to provide utilities as necessary to facilitate any due diligence activities and inspections.

ACCESS AND EXTENSIONS

The BUYER shall be granted immediate access to the Property. If access is delayed, or if the SELLER fails to provide utilities, the Due Diligence and Inspection Period ("DDI Period") shall be extended by the number of days access or utilities were unavailable.

BUYER'S FAILURE TO ACT

If the BUYER does not provide written notice of termination or a written BUYER'S Request (as described in lines 208–253) before the expiration of the DDI Period, the BUYER will be deemed to have accepted the Property in its present condition.

BUYER'S INSPECTIONS AND INVESTIGATIONS

During the DDI Period, the BUYER, at their own expense, may conduct inspections by professionals or experts of their choice. These inspections may include, but are not limited to: surveys, termite or wood-destroying insect inspections, mold and fungi testing, synthetic stucco and drywall analysis, review of appliances, structures, foundations, roof, HVAC, plumbing, electrical systems, sewer/septic systems (including pump/grinder systems), utility availability, out-buildings, and square footage.

Additional due diligence may include review of the Property's school district, flood zone classification, insurability, zoning or subdivision restrictions, and matters disclosed in the SELLER'S Property Disclosure Document. All testing must be non-destructive.

BUYER'S OPTIONS DURING THE DDI PERIOD

OPTION 1: Termination

The BUYER may elect, in writing, to terminate this Agreement before the expiration of the DDI Period. If so, the Agreement shall be automatically null and void, with no further action required by either party, except that the Deposit shall be returned to the BUYER.

OPTION 2: Request for Repairs

The BUYER may provide the SELLER with a single, signed, written list of deficiencies and requested remedies ("BUYER'S Request").

If Option 2 is chosen:

1. **SELLER'S Response:** The SELLER must provide a written response indicating their willingness or refusal to remedy the listed deficiencies within seventy-two

(72) hours of receiving the BUYER'S Request.

2. **Failure of SELLER to Respond:** If the SELLER does not provide a timely written response, the BUYER shall have seventy-two (72) hours from the deadline of the SELLER'S response to notify the SELLER in writing that they will either:
    - (i) accept the Property in its current condition; or
    - (ii) terminate this Agreement.
3. **Failure of BUYER to Respond:** If the BUYER fails to provide this written notice within the required time frame, the Agreement shall automatically be null and void, without further action required by either party, except for the return of the Deposit to the BUYER.

2. (a) BUYER'S Response to SELLER'S Response

If, in the SELLER'S Response, the SELLER declines to remedy some or all of the deficiencies identified by the BUYER, the BUYER shall have seventy-two (72) hours from the earlier of (i) receiving the SELLER'S Response, or (ii) the deadline by which the SELLER'S Response was due, to deliver a written response ("BUYER'S Response"). The BUYER'S Response must be in writing and may include one of the following actions:

1. Accept the SELLER'S Response to the BUYER'S Request; or
2. Accept the Property in its current condition; or
3. Terminate this Agreement in writing, which shall automatically render the Agreement null and void, with no further action required by either party, except for the return of the Deposit to the BUYER.

2. (b) Effect of BUYER'S Failure to Respond

If the BUYER does not provide a timely written response to the SELLER'S Response, this Agreement shall automatically become null and void without further action from either party, except for the return of the Deposit to the BUYER.

Additional Limitation

Once the BUYER delivers a written Response to the SELLER'S Response, the SELLER shall not be obligated to address any new or additional deficiencies unless both parties agree in writing through a separate agreement.

PRIVATE WATER / SEWERAGE SYSTEMS

⬜ There are __________ (#) private water system(s) serving only the primary residence. Inspections under the attached Private Septic/Water Addendum shall be limited to those systems serving the primary residence.

⬜ There are __________ (#) private septic/treatment system(s) serving only the primary residence. Inspections under the attached Private Septic/Water Addendum shall be limited to those systems serving the primary residence.

⬜ NO private septic/treatment systems are serving only the primary residence.

⬜ NO private water systems serve only the primary residence.

HOME SERVICE / WARRANTY

A home service/warranty plan ⬜ will / ⬜ will not be purchased at the Act of Sale, at a cost not to exceed ____________________________ ($__________), to be paid by ⬜ BUYER / ⬜ SELLER.

The home service warranty plan shall be ordered by ____________________________.

The warranty does not cover pre-existing defects or conditions, nor does it override or replace any inspection clause or responsibility under this Agreement. If neither party elects to obtain a home service warranty plan, both the BUYER and SELLER acknowledge they have been informed of its availability and agree to hold the Broker and Agents harmless from any liability or responsibility arising from their decision to decline such coverage.

WARRANTY OR “AS IS” CLAUSE WITH WAIVER OF REDHIBITION (SELECT ONE)

⬜ **A. SALE WITH WARRANTIES**: The SELLER and BUYER agree that this sale will include full SELLER warranties against any claims or causes of action, including but not limited to redhibition, as provided under Louisiana Civil Code Article 2520 et seq.

⬜ **B. SALE “AS IS” WITHOUT WARRANTIES**: The SELLER and BUYER agree that the Property will be sold in its present “as is” condition. The BUYER expressly waives and releases the SELLER from any claims or causes of action for redhibition under Louisiana Civil Code Articles 2520 et seq. and 2541 et seq., and also waives any right to seek a reduction in the Sale Price under Article 2541. The BUYER further acknowledges that this sale is made without warranty of fitness for ordinary or specific use under Louisiana Civil Code Article 2524. This clause shall be included in the Act of Sale.

⬜ **C. NEW HOME WARRANTIES**: Regardless of whether A or B above is selected, if the Property is new construction, the New Home Warranty Act (La. R.S. 9:3141 et seq.) will govern. If the home qualifies as a “home” under that Act, the warranty provisions of the New Home Warranty Act apply instead of Sections A or B above.

MERCHANTABLE TITLE / CURATIVE WORK

The SELLER shall provide the BUYER with a merchantable title at the SELLER’S expense (see lines 97–111). If curative work is needed to clear title or to satisfy requirements for the BUYER’S loan, the parties agree to extend the Act of Sale date for up to ____________________ (#) calendar days beyond the date originally stated. Title must be merchantable and free of all liens or encumbrances except those that can be cleared at closing. All expenses necessary to make the title merchantable shall be paid by the SELLER, who shall make a good faith effort to deliver merchantable title. If the SELLER cannot do so within the extended time allowed, this Agreement will become null and void. In that case, the BUYER is entitled to a refund of the Deposit and may also recover actual expenses incurred in connection with the sale, including attorney’s fees.

FINAL WALK-THROUGH

The BUYER shall have the right to re-inspect the Property within five (5) calendar days before the Act of Sale, or before occupancy (whichever comes first), to confirm the Property is in the same or better condition as at the initial inspection and to verify completion of agreed-upon repairs. The SELLER must provide utilities and immediate access for this final inspection.

DEFAULT BY SELLER

If the SELLER defaults under this Agreement, the BUYER may, at the BUYER’S option:

1. Terminate this Agreement;
2. Demand specific performance; or
3. Terminate this Agreement and claim damages equal to ten percent (10%) of the Sale Price as stipulated damages.

In all cases, the BUYER is entitled to a return of the Deposit. The prevailing party in any litigation to enforce this Agreement shall be awarded reasonable attorney’s fees and costs. The SELLER may also be liable for Broker fees.

DEFAULT BY BUYER

If the BUYER defaults under this Agreement, the SELLER may, at the SELLER'S option:

1. Terminate this Agreement;
2. Demand specific performance; or
3. Terminate this Agreement and claim an amount equal to ten percent (10%) of the Sale Price as stipulated damages.

In addition, the SELLER shall be entitled to retain the Deposit. The prevailing party in any litigation brought to enforce this Agreement shall be awarded attorney's fees and court costs. The BUYER may also be responsible for Broker fees.

MOLD-RELATED HAZARDS NOTICE

An informational pamphlet regarding common mold-related hazards affecting real property is available on the EPA website: https://www.epa.gov/sites/default/files/2016-10/documents/moldguide12.pdf

. By initialing this page of the Agreement, the BUYER acknowledges that the real estate agent has provided the BUYER with access to this resource.

OFFENDER NOTIFICATION

The Louisiana State Police, through the Bureau of Criminal Identification and Information, maintains the State Sex Offender and Child Predator Registry. This is a public database of individuals required to register under La. R.S. 15:540 et seq. The database can be accessed at www.lsp.org/community-outreach/sex-offender-registry/

Sheriff and police departments in jurisdictions with populations of 450,000 or more also maintain such information. Inquiries may also be made by phone at **1-800-858-0551** or by mail to:

Post Office Box 66614, Box A-6,

Baton Rouge, Louisiana 70896.

FLOOD HAZARD INFORMATION

Information about flood hazards affecting real property can be found on the FEMA website: https://msc.fema.gov/portal.

CHOICE OF LAW

This Agreement shall be governed by, and interpreted by, the laws of the State of Louisiana.

DEADLINES

Time is of the essence. All deadlines in this Agreement are final unless changes, modifications, or extensions are made in writing and signed by all parties. All references to “calendar days” in this Agreement shall end at **11:59 p.m. (Louisiana time).**

ADDITIONAL TERMS AND CONDITIONS

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ROLE OF BROKERS AND DESIGNATED AGENTS

The Broker(s) and Designated Agent(s) have acted solely as real estate intermediaries to bring the parties together. They make no warranties regarding performance or non-performance of any part of this Agreement, unless expressly stated in writing.

The Broker(s) and Designated Agent(s) make no guarantees concerning property measurements, square footage, room sizes, lot dimensions, or property boundaries. They also make no representations as to the suitability of the Property for any particular use. The BUYER has conducted, or will conduct, their independent investigation of all matters and conditions relevant to their decision to purchase. The BUYER acknowledges that they are not relying on the Broker(s) or Designated Agent(s) for such determinations.

BROKER/AGENT RESPONSIBILITY

The BUYER acknowledges that they may use a representative of their choice to inspect or re-inspect the Property. Any such representative is selected at the discretion of the BUYER. If Broker(s) or Agent(s) provide names or referrals for inspectors, contractors, or other professionals, they do so only as a courtesy. Broker(s) and Agent(s) make no warranty regarding the services provided by such individuals, the quality of their work or products, or the condition of the Property itself. Furthermore, Broker(s) and Agent(s) do not guarantee that all defects will be disclosed by the SELLER.

Broker(s) and Agent(s) do not investigate permits, zoning compliance, building codes, restrictive covenants, insurance availability, or similar matters. They specifically make no representations as to whether the Property lies within a federally designated 100-year floodplain, whether it may be classified as wetlands by the U.S. Army Corps of Engineers, or as to the presence or absence of wood-destroying insects or resulting damage. The BUYER is solely responsible for conducting their investigation of these issues.

A Designated Agent will be considered an independent contractor for the Broker if the conditions outlined in La. R.S. 37:1446(h) are met.

ADDENDA

The following addenda, if checked, are attached to and made a part of this Agreement:

☐ Contingency for Sale of the BUYER'S Other Property Addendum

☐ Deposit Addendum

☐ Condominium Addendum ☐ ________________________

☐ Private Water/Sewerage Addendum ☐ ________________________

☐ New Construction Addendum ☐ ________________________

If there is any conflict between the pre-printed provisions of this Agreement and the terms written in the blanks of this Agreement or contained in an Addendum, the written or Addendum provisions shall control.

SINGULAR AND PLURAL USAGE

Wherever the terms "BUYER" or "SELLER" appear in this Agreement, they shall be interpreted as singular or plural, masculine, feminine, or neuter, as the context requires.

ACCEPTANCE

Acceptance of this Agreement must be in writing. This Agreement may be executed using electronic signatures under the Louisiana Uniform Electronic Transactions Act. The original executed Agreement shall be delivered to the Listing Broker's firm. This

Agreement, along with any addenda, supplements, or modifications, may be signed in counterparts, whether in photocopy, facsimile, or electronic form. Together, all signed copies constitute one binding Agreement.

NOTICES AND COMMUNICATIONS

All notices, requests, demands, claims, and other communications relating to this Agreement must be in writing. Such notices (other than service of legal process) will be considered properly given if delivered by:

(a) mail,

(b) hand delivery,

(c) overnight delivery,

(d) facsimile,

(e) email, or

(f) other electronic signature transmission,

Addressed to the parties at the addresses provided on the first page of this Agreement, unless another address is designated by written notice.

CONTRACTUAL NATURE

This is a legally binding contract once signed by both the SELLER and the BUYER. **Read it carefully.** If you do not understand any provision or its effect, seek legal advice before signing or attempting to enforce the obligations or remedies described herein.

ENTIRE AGREEMENT

This document constitutes the full and complete Agreement between the parties. Any prior or separate agreements not included herein, in writing, are null and void.

EXPIRATION OF OFFER

This offer shall remain valid, binding, and irrevocable until ________________***, 20***, at __________ ⬜ AM ⬜ PM ⬜ NOON.

For the offer to become effective and enforceable, written acceptance must be communicated to the offering party by the deadline stated above.

Signatures of Parties

⬜ Buyer's / ⬜ Seller's Signature & Date/Time ⬜ Buyer's / ⬜ Seller's Signature & Date/Time

Printed Name of Buyer/Seller (First, Middle, Last) Printed Name of Buyer/Seller (First, Middle, Last)

⬜ Buyer's / ⬜ Seller's Signature & Date/Time ⬜ Buyer's / ⬜ Seller's Signature & Date/Time

Printed Name of Buyer/Seller (First, Middle, Last) Printed Name of Buyer/Seller (First, Middle, Last)

Presentation of Offer

This offer was presented to: ⬜ Seller ⬜ Buyer
By: ____

Date/Day/Time Presented: ________________________________

⬜ AM ⬜ PM ⬜ NOON

Offer Response

This offer is hereby:

⬜ Accepted

⬜ Rejected (without counter)

⬜ Countered (see attached counteroffer)

⬜ Buyer's / ⬜ Seller's Signature & Date/Time ⬜ Buyer's / ⬜ Seller's Signature & Date/Time

Printed Name of Buyer/Seller (First, Middle, Last) Printed Name of Buyer/Seller (First, Middle, Last)

⬜ Buyer's / ⬜ Seller's Signature & Date/Time ⬜ Buyer's / ⬜ Seller's Signature & Date/Time

Printed Name of Buyer/Seller (First, Middle, Last) Printed Name of Buyer/Seller (First, Middle, Last)

Presentation of Response

This response was presented to: ⬜ Seller ⬜ Buyer
By: ____

Date/Day/Time Presented: ____________________________________

⬜ AM ⬜ PM ⬜ NOON