

**AGREEMENT TO PURCHASE/SELL**

I/We offer to purchase the Property described herein based on the price and terms as stipulated in this agreement to purchase.

**PROPERTY DESCRIPTION:** A certain tract of land and all of the improvements thereon, described as:  
\_\_\_\_\_ Lot/Building and Property measuring \_\_\_\_\_. Said Property better described as being located at address: \_\_\_\_\_, located in SEC \_\_\_\_\_, T \_\_\_\_\_, R \_\_\_\_\_, City of \_\_\_\_\_, Parish of \_\_\_\_\_.

**PURCHASE PRICE & TERMS:** The Property is sold and purchased subject to title and zoning restrictions, servitude of record, whether recorded or unrecorded, and laws or ordinances for the sum of: \$ \_\_\_\_\_ ( \_\_\_\_\_ ) on the following terms to Seller at closing.

**OTHER CONDITIONS:**

1. Purchaser shall have \_\_\_\_\_ days to perform initial due diligence to determine if said Property meets with criteria of Purchaser's intended usage and to make necessary inspections and determinations regarding suitability of the Property, zoning and building restrictions, including but not limited to wetlands determination and or environmental assessments, to be performed by Purchaser at Purchaser's expense. If Property does not meet with Purchaser's criteria, at Purchaser's sole discretion, or if Purchaser is unsatisfied with the inspections or determinations or assessments, for whatever reason, the Purchaser will have the unconditional right and option to void this agreement and Purchaser's deposit will be returned in full.
2. Seller hereby grants to Purchaser an irrevocable option to extend the initial due diligence period for an additional term of \_\_\_\_\_ days.
3. Seller hereby grants to Purchaser a term of \_\_\_\_\_ days following the initial due diligence period or any extension thereof to go to final closing act of sale.
4. The undersigned Seller represents that he has 100% ownership of said Property and is able to convey merchantable title.
5. Additional terms and conditions:

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**POSSESSION:** Possession of Property shall occur on the day of the passing of the Act of Sale. Liens: All improvement liens and assessments of any kind bearing against the Property at the time of Act of Sale are to be paid by Seller.

**PRORATION/OTHER COSTS:** Real estate taxes and rentals are to be prorated to date of Act of Sale. All costs and fees for necessary Sellers certificate are to be paid by Seller. Purchaser agrees to pay all other closing fees.

**AUTHORITY:** Seller has all of the requisite power and authority to execute this Agreement and all documents to be executed at the closing and all other documents required to be delivered by Seller hereunder.

**ACT OF SALE:** Time being of the essence, the Act of Sale, at expense of Purchaser, is to be passed before \_\_\_\_\_, Notary Public, no later than \_\_\_\_\_ (\_\_\_\_\_) days following the latest final execution signature date by either party, sooner if mutually agreed upon, unless any additional extension periods are granted and agreed upon by both Seller and Purchaser.

**CURATIVE WORK:** In the event curative work in connection with the title is required, and/or if repairs are a requirement for obtaining the loan(s) upon which this agreement is conditioned, the parties agree to and do extend the date for passing the Act of Sale to a date not more than fifteen (15) days following the completion of curative work/repairs; but in no event shall such extension exceed sixty (60) days without the written consent of all parties.

**DEPOSIT:** Upon acceptance of this offer, Seller and Purchaser shall be bound by all of its terms and conditions, and Purchaser becomes obligated to deposit immediately with Seller's agent the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) (by certified funds), and failure to do so shall be considered a breach of this agreement. The deposit is to be non-interest bearing and shall be placed in any federally insured banking or savings and loan institution, without responsibility on the part of Agent/Broker in case of failure or suspension of such institution.

**MERCHANTABLE TITLE:** Seller agrees to deliver to Purchaser a merchantable title, and his inability to deliver such title within the time stipulated herein shall render this purchase agreement null and void, reserving unto Purchaser the right to demand the immediate return of Purchaser's deposit.

**BREACH OF AGREEMENT BY SELLER:** In the event Seller fails to comply with this agreement for any reason other than inability to deliver a merchantable title within the time specified, Purchaser shall have the right to demand specific performance; or, at Purchaser's option, Purchaser shall have the right to demand the return of his deposit in full, plus an equal amount to be paid as a penalty by Seller. In either event Purchaser shall have the right to recover any costs and/or fees, including expenses and reasonable attorney's fees incurred as a result of this agreement or breach thereof.

**BREACH OF AGREEMENT BY PURCHASER:** In the event Purchaser fails to comply with this agreement within the time specified, Seller shall have the right to demand specific performance, or, at Seller's option, Seller shall have the right to reoffer the Property for sale and may declare the deposit *ipso facto* forfeited without formality beyond tender of title to Purchaser. In either event Seller shall have the right to recover any costs and or fees, including expenses and reasonable attorney's fees, incurred as a result of this agreement, or breach thereof.

Initials: \_\_\_\_\_

**TIME IS OF THE ESSENCE:** 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.

**REAL ESTATE COMMISSION:** The parties represent to each other that no Brokers other than \_\_\_\_\_

\_\_\_\_\_ have acted as Broker/Agent in connection with this transaction, and that no other Broker/Agent has brought the Property to the attention of the Purchaser, or Purchaser to the attention of Seller, and that no other Broker is entitled to a commission or other compensation in connection with this transaction. Purchaser/Seller agrees to pay \_\_\_\_\_

\_\_\_\_\_ a sales commission equal to \_\_\_\_\_ of the Purchaser Price, and said commission shall be paid at closing Act of Sale. Seller and Purchaser each agree to indemnify the other party for all costs and expenses incurred, including reasonable attorney's fees, as a result of the claim of any Broker or finder, based on dealings with, through or on behalf of the indemnifying party.

**SUCCESSORS:** This agreement and the provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. Purchaser specifically reserves unto itself the right to assign this agreement to any other entity which it in its sole discretion deems advisable.

**ASSIGNMENTS:** Purchaser specifically reserves unto itself the right to assign this agreement to any other entity which it in its sole discretion deems advisable.

**DISCLOSURE:** Agent/Broker is not responsible for any oral representations made to Purchaser or Seller. This contract and any attachments referenced thereto, shall constitute, and does contain, all of the terms and conditions of the agreement between the parties.

**EXPIRATION:** This offer to purchase shall remain binding and irrevocable through \_\_\_\_\_.

OFFERED

BY: \_\_\_\_\_ TIME \_\_\_\_\_ DATE \_\_\_\_\_  
(Buyer)

BY: \_\_\_\_\_ TIME \_\_\_\_\_ DATE \_\_\_\_\_  
(Buyer)

ACCEPTANCE

BY: \_\_\_\_\_ TIME \_\_\_\_\_ DATE \_\_\_\_\_  
(Seller)

BY: \_\_\_\_\_ TIME \_\_\_\_\_ DATE \_\_\_\_\_  
(Seller)

BY: \_\_\_\_\_ TIME \_\_\_\_\_ DATE \_\_\_\_\_  
(Seller)

BY: \_\_\_\_\_ TIME \_\_\_\_\_ DATE \_\_\_\_\_  
(Seller)

**WE DO BUSINESS IN ACCORDANCE WITH FEDERAL FAIR HOUSING LAWS**

SUBMITTED TO

\_\_\_\_\_  
SELLERS DESIGNATED AGENT      MLS PUBLIC ID      TELEPHONE#

\_\_\_\_\_  
BROKER      DATE      TELEPHONE#

\_\_\_\_\_  
PURCHASERS DESIGNATED AGENT      MLS PUBLIC ID      TELEPHONE#

\_\_\_\_\_  
BROKER      DATE      TELEPHONE#

RECEIVED BY: \_\_\_\_\_ DATE REC'D \_\_\_\_\_ TIME \_\_\_\_\_ AM/PM