



# AGREEMENT TO PURCHASE AND SELL

Date \_\_\_\_\_



1 \_\_\_\_\_  
 2 Listing Broker (Firm) \_\_\_\_\_ Designated Agent \_\_\_\_\_  
 3 Office Phone: \_\_\_\_\_ MLS Office ID# \_\_\_\_\_ Other Phone: \_\_\_\_\_  
 4 Fax Phone: \_\_\_\_\_ E-Mail \_\_\_\_\_  
 5 \_\_\_\_\_  
 6 Selling Broker (Firm) \_\_\_\_\_ Designated Agent \_\_\_\_\_  
 7 Office Phone: \_\_\_\_\_ MLS Office ID# \_\_\_\_\_ Other Phone: \_\_\_\_\_  
 8 Fax Phone: \_\_\_\_\_ E-Mail \_\_\_\_\_

9 Property located at (Municipal Address) \_\_\_\_\_ City \_\_\_\_\_  
 10 Zip \_\_\_\_\_ Lot \_\_\_\_\_ Square/Parcel \_\_\_\_\_ Subdivision \_\_\_\_\_  
 11 or Legal Description \_\_\_\_\_ Parish of \_\_\_\_\_, LA  
 12 Land measuring approximately \_\_\_\_\_ (to be controlled by record title)

13 Buyer agrees to purchase and Seller agrees to sell the property described above for the sum of \$ \_\_\_\_\_ subject to any  
 14 valid restrictions, servitudes of record, and any zoning ordinances affecting this property. The sale includes all buildings, component parts, things permanently attached  
 15 to the building(s) or other constructions, as well as the following parts of the building(s) or other constructions, regardless of how they are attached and regardless of  
 16 whether substantial damage would occur to the item attached or the item it is attached to if it were removed: all plumbing, heating, cooling, electrical or other instal-  
 17 lations, hardware, doors, gutters, shutters, fences, gates, ceiling fans, sinks, faucets and knobs, pot hangers, toilets, bathtubs, cabinets and their hardware, switch  
 18 plates, speakers, security system, sprinkler system, landscape lighting, landscaping, plants and shrubs, fountains, freestanding fireplace, gas logs, basketball goals,  
 19 playground equipment, garage doors and openers, outdoor built-in cooking equipment, hot tub, stained glass windows, awnings, window treatments, including draper-  
 20 ies, rods and blinds, exterior TV antennae/satellite dishes, built-in appliances and fixtures, air conditioning window units, electric and gas lighting fixtures (indoors and  
 21 outdoors), carpets, window screens and bathroom mirrors, all of which are in place at the time this agreement is executed, unless otherwise stated herein. Nothing in  
 22 this description shall be deemed to include furniture and artwork, which would not be considered part of the construction of the home. In the event of doubt or ambiguity  
 23 as to whether or not an item is included in the sale, such doubt or ambiguity shall be resolved in favor of inclusion unless specifically excluded herein. The following  
 24 items are specifically excluded: \_\_\_\_\_  
 25 \_\_\_\_\_

26 Business day as that term is used in this agreement means any day that is not a Saturday, Sunday, federal or state holiday or day on which any emergency generally  
 27 closes governmental agencies locally.

28 **MINERAL RIGHTS: (check one)**

- 29  If Seller owns any mineral rights, they are to be conveyed without warranty.  
 30  Mineral rights owned by Seller, if any, are to be reserved by the Seller but with waiver of any right to use the surface.  
 31  Other: \_\_\_\_\_

32 **APPRAISAL:** In the event an appraisal is made, this agreement is conditioned upon the appraisal being not less than the purchase price. If the appraisal is less than  
 33 the purchase price, Buyer shall have the option to pay the agreed-upon price or to void this agreement unless Seller agrees to reduce the sales price to appraised value  
 34 or unless both parties agree to a new sales price within five (5) business days after written notification to Seller of appraised value.

35 **DEPOSIT.** Upon acceptance of this offer, Seller and Buyer shall be bound by all terms and conditions herein, and Buyer will deposit, within \_\_\_\_\_ business days of  
 36 notice of acceptance, with Seller's Designated Agent/Broker ("Broker") a deposit (the "Deposit") in the amount of \$ \_\_\_\_\_  
 37 Failure to do so shall be considered a breach of this Agreement. This Deposit shall not be considered as earnest money and shall be non-interest bearing. The Deposit  
 38 shall be held by Listing Broker in an escrow account as required by the Louisiana Real Estate Commission and established in a federally insured banking or savings  
 39 and loan institution without responsibility on the part of said Broker in the case of failure or suspension of such institution. Notwithstanding any other provision to this  
 40 agreement, including nullity, the Deposit may be disbursed to one of the parties only by written mutual consent of the parties. In the event the parties do not sign such  
 41 consent, the Broker shall bear the responsibility for depositing the funds into a court of competent jurisdiction or as directed by the Louisiana Real Estate Commission's  
 42 rules and regulations regarding Deposits.

43 The Deposit is to be returned to the Buyer in consequence of the following events:

- 44 1) If this agreement is declared null and void by the parties due to failure of title to be valid or merchantable and cannot be made so at a reasonable expense;  
 45 2) If this agreement is declared null and void by Buyer during the inspection period;  
 46 3) If Buyer cancels this agreement due to Seller's refusal to make repairs discovered to be required as a result of Buyer's inspection;  
 47 4) If this agreement is terminated due to discovery of structural damage caused by wood destroying insects; or  
 48 5) If this agreement is subject to Buyer's ability to obtain a loan and said loan is not obtained, thus rendering this agreement null and void.

49 **TERMS OF SALE: (check only those that apply)**

50  A. **CASH AT ACT OF SALE.** Buyer shall furnish Seller with written verification of availability of purchase funds within five (5) business days of acceptance  
 51 of this offer or any counteroffer or this agreement may be declared null and void at option of Seller. If Buyer desires to order an appraisal on the property such  
 52 appraisal must be ordered within five (5) business days of acceptance of this Agreement, otherwise the provisions of lines 32-34 are not applicable.

53  B. **CONVENTIONAL FIRST MORTGAGE.** This agreement is subject to Buyer's ability to obtain a **CONVENTIONAL** loan of \_\_\_\_\_  
 54 \_\_\_\_\_ (amount or percent) or this agreement shall be null and void. Buyer shall make formal application, which includes ordering and paying for  
 55 appraisal and credit report, if required for loan approval, within five (5) business days, from date of acceptance of the offer or any counter offer. If Buyer fails to  
 56 make formal application, Seller may declare this agreement null and void by written notification. Buyer shall obtain a commitment in writing from Buyer's lender  
 57 reflecting approval of Buyer's loan and provide a copy of said evidence to the Listing Broker on or before \_\_\_\_\_. Buyer warrants that

Buyer(s) Initials: \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Time \_\_\_\_\_  
 Seller(s) Initials: \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Time \_\_\_\_\_

Property Address: \_\_\_\_\_

58 Buyer shall be able to pay to Seller at Closing the amount of \$ \_\_\_\_\_ as a down payment on the Purchase Price.  
59 Discount points, if any, charged by the lender shall be paid by  Buyer  Seller up to a maximum of \_\_\_\_\_.

60  THIS IS A BOND LOAN.  
61  THIS IS NOT A BOND LOAN.

62  C. **FHA OR VA FINANCING.** This agreement is subject to Buyer's ability to obtain a **FHA**  Or **VA**  loan of \_\_\_\_\_  
63 \_\_\_\_\_ (amount or percent) or this agreement shall be null and void. Buyer shall make formal application, which includes ordering and paying for appraisal  
64 and credit report, if required for loan approval, within five (5) business days, from date of acceptance of this offer or any counter offer. If Buyer fails to make formal  
65 application, Seller may declare this agreement null and void by written notification. Buyer shall obtain a commitment in writing from Buyer's lender reflecting  
66 approval of Buyer's loan and provide a copy of said evidence to the Listing Broker on or before \_\_\_\_\_. Buyer warrants that Buyer  
67 shall be able to pay to Seller at Closing the amount of \$ \_\_\_\_\_ as a down payment on the Purchase Price.  
68 Discount points, if any, charged by the lender shall be paid by  Buyer  Seller up to a maximum of \$ \_\_\_\_\_. Seller mandated fees  
69 required by lender, if any, are not to exceed \$ \_\_\_\_\_.

70  THIS IS A BOND LOAN.  
71  THIS IS NOT A BOND LOAN.

72 **FHA AMENDATORY CLAUSE:** It is expressly agreed that notwithstanding any other provisions of this agreement, the buyer shall not be obligated to complete  
73 the purchase of the property described herein or to incur any penalty by forfeiture of a deposit or otherwise unless the buyer has been given, in accordance  
74 with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender,  
75 setting forth the appraised value of the property of not less than the sales price stated above. The buyer shall have the privilege and option of proceeding with  
76 consummation of the agreement without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum  
77 mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. The buyer should  
78 satisfy himself/herself that the price and condition of the property are acceptable.

79 **"FOR YOUR PROTECTION: GET A HOME INSPECTION"** Buyer acknowledges that in connection with Buyer's intentions to obtain FHA financing  
80 that Buyer has received and signed HUD form 92564-CN "For your Protection: Get a Home Inspection."  
81

Buyer's Initials: \_\_\_\_\_

82 **FHA NOTICE TO BUYER:** HUD does not warrant the condition of property. It is important for you to have a home inspection performed on the property you  
83 wish to purchase in order to identify any possible defects. Up to \$300.00 of the cost to perform the inspection may be financed into your mortgage. Names of  
84 home inspection companies can be found in the yellow pages of your telephone directory under the heading "Home Inspection Services."

85 **VA AMENDATORY CLAUSE:** It is expressly agreed that, notwithstanding any other provision of this Agreement, the Buyer shall not incur any penalty by  
86 forfeiture of the deposit or otherwise be obligated to complete the purchase of the property described herein if the Agreement purchase price or costs exceeds  
87 the reasonable value of the property established by the Veterans Administration. The Buyer shall, however, have the privilege and option of proceeding with  
88 the consummation of this Agreement without regard to the amount of the reasonable value established by the Veterans Administration.

89  **D. OTHER FINANCING CONDITIONS:**

90 \_\_\_\_\_  
91 \_\_\_\_\_  
92 \_\_\_\_\_  
93 \_\_\_\_\_

94 **EXECUTION OF ACT OF SALE.** The act of sale shall be passed before a settlement agent selected by  **BUYER**  **SELLER ON** \_\_\_\_\_  
95 \_\_\_\_\_, 20\_\_\_\_, or before with mutual agreement of the parties. Any title insurance policies requested by the buyer, or required by the lender, shall be issued by the  
96 settlement agent. Any extension shall be agreed upon in writing and signed by Seller and Buyer. Act of sale and other costs required to obtain financing shall be paid by  
97 Buyer, unless otherwise stated herein. Costs required to make title merchantable, including all necessary tax, mortgage and release certificates or cancellations, if any,  
98 shall be paid by Seller. Seller's title shall be merchantable and free of all liens and encumbrances except those that can be satisfied at act of sale. In the event bona fide  
99 curative work in connection with title is required by Buyer's lender as a condition of approval of Buyer's loan, whether Seller will warrant title or not, the parties agree to  
100 and do extend the time for passing the sale to a mutually agreeable date within fifteen (15) calendar days following the date set herein for Closing. In the event the title is  
101 not valid or merchantable and cannot be made so at reasonable expense, this agreement may be declared null and void at the option of Buyer. Buyer reserves the right  
102 to recover from Seller the actual costs incurred in processing this sale. If repairs to the Property are required by Buyer's lender as a condition of approval of Buyer's loan  
103 then likewise the time for passing the sale shall be extended to a mutually agreeable date within fifteen (15) calendar days following the date set herein for Closing.

104 **OCCUPANCY.** (check one) Occupancy to be given  upon execution of act of sale, or  \_\_\_\_\_ calendar days after execution of act of sale at  
105 \_\_\_\_\_ a.m./p.m.

106 **PROPERTY DISCLOSURE DOCUMENT.** Seller has provided Buyer with the Property Disclosure Document and Buyer acknowledges that Buyer has reviewed same  
107 and attached a copy hereto. Buyer recognizes and agrees that the Property Disclosure Document shall not be considered a warranty by Seller as to the condition of the  
108 property or fitness for a specific use. The Property Disclosure Document should not be used as a substitute for any inspections or warranties that the Buyer may obtain.  
109 **THIS PURCHASE AGREEMENT SHALL NOT BE CONSIDERED AN OFFER AND SHALL BE CONSIDERED INVALID UNLESS THE PROPERTY DISCLOSURE**  
110 **DOCUMENT IS ATTACHED.**

111 Acknowledgment of review and receipt of the Property Disclosure Document: Buyer's Initials: \_\_\_\_\_

112 **DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS (Initials Required).** The U.S. Department of Housing and  
113 Urban Development requires any Seller of residential real property built prior to 1978 to disclose certain information to Buyers regarding lead-based paint. Buyer  
114 acknowledges receipt of the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" Addendum, which shall be attached to and become a  
115 part of this agreement.

116 Buyer acknowledges receipt of the Lead Based Paint Disclosure, if applicable. Buyer's Initials: \_\_\_\_\_

117 **MOLD RELATED HAZARDS** An informational pamphlet regarding common mold related hazards that can affect real property is available at the EPA website  
118 <http://www.epa.gov/iaq/molds/index.html>. By initialing this section, Buyer acknowledges that the real estate agent has provided Buyer with the EPA website enabling  
119 Buyer to obtain information regarding common mold related hazards. Buyer's Initials: \_\_\_\_\_

Buyer(s) Initials: \_\_\_\_\_ Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Time \_\_\_\_\_  
Seller(s) Initials: \_\_\_\_\_ Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Time \_\_\_\_\_

120 **OTHER CONDITIONS OF SALE:**

121 \_\_\_\_\_  
122 \_\_\_\_\_  
123 \_\_\_\_\_  
124 \_\_\_\_\_  
125 \_\_\_\_\_  
126 \_\_\_\_\_  
127 \_\_\_\_\_  
128 \_\_\_\_\_  
129 \_\_\_\_\_

130 **INSPECTIONS.** Seller shall provide immediate access and connect all utilities for Buyer's inspections and Walk Through. Buyer may within ten (10) calendar days,  
131 commencing the first calendar day after acceptance of this agreement: (1) have any inspections, including Systems (heating/air-conditioning, plumbing, water wells,  
132 sewer systems and electrical systems), built-in appliances, lead based paint and lead-based paint hazards, wood destroying insects, mold and/or fungi, verification of  
133 square footage, and other inspections desired by Buyer and made by experts or others at Buyer's expense; and (2) indicate in writing (preferably using the "Inspection  
134 Repairs Request Contingency Removal" form) deficiencies, if any, which are not acceptable to Buyer and provide Seller with a copy of any inspection reports; or (3)  
135 indicate in writing that Buyer is not satisfied with the inspections and declare the agreement null and void. Seller will have three (3) business days after Seller's receipt  
136 of Buyer's list of unacceptable deficiencies to: a) agree to repair all items on Buyer's list of unacceptable deficiencies, in which case Seller shall complete said repairs  
137 prior to walk through, or b) agree to make some or none of the repairs, in which case Buyer may within two (2) business days immediately following the three (3) day  
138 period, in writing, cancel this agreement. Should Buyer not elect to cancel this agreement then Buyer accepts the Property subject to Seller making the repairs agreed  
139 on, if any, and with the remaining deficiencies so listed.

140 **HOLD HARMLESS:** Buyer shall indemnify and hold Seller harmless against and in respect of any damages resulting from any of Buyer's inspections to the property, as  
141 provided for above, including damage to Seller's property and/or injury to any person inspecting Seller's property on behalf of Buyer, and all costs resulting therefrom,  
142 including court costs and attorney fees.

143 Buyer shall request Seller's written permission to make invasive inspections. If invasive inspections are made which reveal defects that must be repaired, then Seller  
144 shall be responsible for repairing any damage caused by the invasive inspection. If no defects are revealed that would require repairs, then Buyer shall be responsible  
145 for the cost of any repairs caused by the invasive inspection.

146 **NEW HOME WARRANTY.** Warranty of condition on this property is governed by the New Home Warranty Act (LSA-R.S. 9:3141 *et seq.*) if a home on the property is  
147 a Home as defined in the New Home Warranty Act.

148  **Check if applicable. WAIVER OF WARRANTY OF THE CONDITION OF PROPERTY:**

149 **The following waiver shall become effective at the act of transfer of the Property.** The following waiver is agreed to by Buyer and shall become part  
150 of the act transferring the Property;

151 The property is sold "as-is, where is" without any warranties whatsoever as to fitness or condition, whether expressed or implied, and Buyer expressly waives  
152 the warranty of fitness and the guarantee against hidden or latent vices (defects in the property sold which render it useless or render its use so inconvenient  
153 or imperfect that Buyer would not have purchased it had he known of the vice or defect) provided by law in Louisiana, more specifically, that warranty imposed  
154 by Louisiana Civil Code art. 2520 *et seq.* with respect to Seller's warranty against latent or hidden defects of the property sold, or any other applicable law,  
155 not even for a return of the purchase price. Buyer forfeits the right to avoid the sale or reduce the purchase price on account of some hidden or latent vice  
156 or defect in the property sold. Seller expressly subrogates Buyer to all rights, claims and causes of action Seller may have arising from or relating to any  
157 hidden or latent defects in the property.

158 **This provision has been called to the attention of the Buyer and fully explained to the Buyer, and the Buyer acknowledges that he has read and**  
159 **understands this waiver of all express or implied warranties and accepts the property without any express or implied warranties.**

160 Buyer's Initials: \_\_\_\_\_

161 **MAINTAINING CONDITION.** Seller agrees to maintain premises, including the lawn and all landscaping, in present condition. Seller agrees to remove all refuse and  
162 personal property from the premises before the date of occupancy.

163 **WALK THROUGH.** Buyer reserves the right to walk through the property prior to act of sale for the purpose of verifying that the property is in the same condition as  
164 when this agreement was executed and that agreed upon repairs have been completed. Seller shall provide immediate access and connect all utilities for Buyer's  
165 inspections and walk through.

166 **HOME SERVICE PLAN.**

167 Unless a home service plan has already been provided, a \_\_\_\_\_ plan with \$ \_\_\_\_\_ deductible shall be purchased at a cost of  
168 \$ \_\_\_\_\_ to be paid for by  Seller  Buyer (*check one*). Brokers and/or Designated Agents may receive compensation from the home service  
169 company. HOME SERVICE PLAN MAY NOT WARRANT PRE-EXISTING DEFECTS AND DOES NOT SUPERSEDE OR REPLACE ANY OTHER INSPECTION  
170 CLAUSE OR RESPONSIBILITIES. If neither Buyer nor Seller purchases a home service plan, they declare that they have been made aware of the existence of such  
171 a plan and that Brokers and Designated Agents shall be held harmless from responsibility or liability due to their rejection of such plan.

172 **WOOD-DESTROYING INSECTS INSPECTION/REPORT.** Regardless of any inspection performed or available to Buyer, Seller shall provide at act of sale a wood  
173 destroying insect report issued, within thirty (30) calendar days prior to the act of sale, by a pest control company licensed by the state of Louisiana indicating no visible  
174 evidence of active infestation. If either the Buyer's inspection or the wood destroying insect report indicates active infestation, Seller shall provide, at Seller's expense,  
175 extermination and treatment by a licensed pest control company prior to the act of sale. If structural damage caused by wood destroying insects is revealed, Seller shall  
176 in writing either: (1) agree to repair such damage prior to sale; or (2) give buyer the option to accept the property with such damage; or (3) terminate this agreement  
177 by written notice within five (5) calendar days of receipt of the wood destroying insect report. Buyer may have a wood destroying insect inspection by a pest control  
178 company licensed by the State of Louisiana within ten (10) calendar days, commencing the first calendar day after acceptance of this agreement.

179 **LIMITATION OF LIABILITY.** Seller(s), Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning property measurements,  
180 square footage, room dimensions, lot size, property lines or boundaries. Buyer acknowledges that the property is purchased as seen waiving any and all errors and  
181 inconsistencies or omissions in such measurements, determinations, or square footage by Broker(s) and Designated Agent(s) or on behalf of Seller(s). Seller(s) and  
182 Broker(s) and Designated Agent(s) make no representations as to suitability or to a particular use of the property, and Buyer further acknowledges that Buyer has or will  
183 independently investigate all other conditions and characteristics of the property, which are important to Buyer. Buyer is not relying on the Broker(s) nor the Designated

Buyer(s) Initials: \_\_\_\_\_ Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Time \_\_\_\_\_  
Seller(s) Initials: \_\_\_\_\_ Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Time \_\_\_\_\_

Property Address: \_\_\_\_\_

184 Agent(s) to choose a representative to inspect or re-inspect the Property; Buyer understands any representative desired by Buyer may perform this function.

185 **ROLE OF BROKERS and DESIGNATED AGENTS.** Brokers and Designated Agents have acted only as real estate brokers to bring the parties together and will in no  
186 case be liable to either party for performance or non-performance of any part of this agreement or for any warranty of any nature unless specifically set forth in writing,  
187 and the Brokers and Designated Agents specifically make no warranty whatsoever as to whether or not the property is situated in or out of the Government's hundred  
188 year flood plan or is or would be classified as wetlands by the U.S. Army Corp. of Engineers, as to the presence of wood destroying insects or damage therefrom, or as  
189 to the size or physical condition of the property or improvements.

190 **DEFAULT by BUYER and REMEDIES.**

191 In the event of default by Buyer, Seller shall have the right to demand and sue for a) specific performance; or b) at Seller's option, an amount equal to 5% of the Purchase  
192 Price stipulated herein as stipulated damages. The Buyer shall also be liable for brokerage fees and all attorneys' fees and other costs incurred in the enforcement of  
193 any and all rights under this agreement. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

194 **DEFAULT by SELLER and REMEDIES.** In the event of default by Seller, Buyer shall have the right to demand and sue for a) specific performance; or b) at Buyer's  
195 option, an amount equal to 5% of the Purchase Price stipulated herein as stipulated damages. In either case, Buyer is entitled to return of the deposit. The Seller  
196 shall also be liable for brokerage fees and all attorneys' fees and other costs incurred in the enforcement of any and all rights under this agreement. TIME IS OF THE  
197 ESSENCE IN THIS AGREEMENT.

198 **PRORATIONS.** Taxes, assessments, condominium dues, assessments and/or dues owed to homeowners associations and the like for the current year shall be prorated  
199 as of the date of the sale. Proration for taxes will be based on the taxes for the preceding year, or estimated for the current year. In the event of any change for the  
200 current year all necessary adjustments must be made between seller and buyer. Seller shall pay all previous years' taxes, assessments, condominium dues, assessments  
201 and/or dues owed to homeowners associations and the like.

202 **REQUIRED NOTICE OF REGISTRY OF LOCATION OF CERTAIN SEX OFFENDERS:**

203 Notification pursuant to LSA-R.S. 37:1469 is hereby given.

204 The names of those persons who are required to register pursuant to LSA-R.S. 15:540 *et seq.*, are available by accessing the statewide database at:  
205 <http://www.lasocpr.lsp.org/socpr/>. This information may also be retrieved by phone at 1-800-858-0551 or 225-925-6100.

206 Brokers, agents and affiliates are not responsible for providing information regarding the proximity of registered sex offenders beyond providing the information  
207 above.

208 **CHOICE OF LAW.** This agreement shall be governed by and shall be interpreted in accordance with the laws of the State of Louisiana.

209 **ACCEPTANCE.** Acceptance must be in writing. Notice of this acceptance may be communicated by facsimile transmission. The original of this document shall be  
210 delivered to the listing broker's firm.

211  Licensee is a dual agent and the required disclosure has been made.

212 This offer remains binding and irrevocable until: Date: \_\_\_\_\_ Time: \_\_\_\_\_

213 **I/WE HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THE FOREGOING OFFER:**

214	Buyer	_____	_____
215	Printed	_____	_____
216		(First, Middle, Last)	Date/Time
217	Employed by	_____	_____
218	Buyer	_____	_____
219	Printed	_____	_____
220		(First, Middle, Last)	Date/Time
221	Employed by	_____	_____
222	Home Address	_____	_____
223	E-Mail Address	_____	_____
224	Business Phone:	_____	Other Phone: _____

225	Received by:	_____	Date/Time: _____
226		Listing Broker (Firm)	

227	Presented to Seller:	Date: _____	Time: _____
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228	I/WE have read and understand and accept the above offer and agree to pay professional brokerage fees per listing agreement to REALTORS® for professional 229 services rendered.		
230	Seller	_____	_____
231	Printed	_____	_____
232		(First, Middle, Last)	Date/Time
233	Seller	_____	_____
234	Printed	_____	_____
235		(First, Middle, Last)	Date/Time
236	Home Address	_____	_____
237	Seller E-Mail Address	_____	_____
238	Business Phone:	_____	Other Phone: _____

Buyer(s) Initials: \_\_\_\_\_ Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Time \_\_\_\_\_  
Seller(s) Initials: \_\_\_\_\_ Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Time \_\_\_\_\_

Property Address: \_\_\_\_\_

239 **COUNTER OFFER TO AGREEMENT TO PURCHASE AND SELL DATED** \_\_\_\_\_.

240 The Agreement to Purchase and Sell the above described property is acceptable, provided the  Seller  Buyer agrees to the following changes (identify line  
241 number from the offer). This counter-offer is binding and irrevocable until the time stated below.

242 \_\_\_\_\_

243 \_\_\_\_\_

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260 \_\_\_\_\_

261 \_\_\_\_\_

262 **ALL OTHER TERMS OF THE AGREEMENT TO PURCHASE AND SELL REMAIN UNCHANGED.**

263 This counter offer shall expire unless  Seller  Buyer executes written acceptance on or before:

264 Date \_\_\_\_\_ Time \_\_\_\_\_

265 I/We have read and understand and agree to the terms and conditions of the foregoing counter offer and agree to pay professional brokerage fees as per listing to  
266 REALTORS for professional services rendered.

267 Seller \_\_\_\_\_

268 Printed \_\_\_\_\_

269 (First, Middle, Last) \_\_\_\_\_ Date/Time \_\_\_\_\_

270 Seller \_\_\_\_\_

271 Printed \_\_\_\_\_

272 (First, Middle, Last) \_\_\_\_\_ Date/Time \_\_\_\_\_

273 Seller E-Mail Address: \_\_\_\_\_

274 Received by \_\_\_\_\_ Date/Time \_\_\_\_\_

275  LISTING DESIGNATED AGENT  SELLING DESIGNATED AGENT

276 (Firm) \_\_\_\_\_

277 Presented to  Seller  Buyer: Date: \_\_\_\_\_ Time: \_\_\_\_\_

278 I/We have read and understand and accept the above counter offer.

279 Buyer \_\_\_\_\_

280 Printed: \_\_\_\_\_

281 (First, Middle, Last) \_\_\_\_\_ Date/Time \_\_\_\_\_

282 Buyer \_\_\_\_\_

283 Printed: \_\_\_\_\_

(First, Middle, Last) \_\_\_\_\_ Date/Time \_\_\_\_\_

Buyer(s) Initials: \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Time \_\_\_\_\_

Seller(s) Initials: \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Time \_\_\_\_\_