



NEW CONSTRUCTION AGREEMENT TO PURCHASE
(BUILDER OWNED LOT)



Received by: \_\_\_\_\_ Date/Time \_\_\_\_\_
For Listing Broker (Firm)
Work # \_\_\_\_\_ Home # \_\_\_\_\_ Fax # \_\_\_\_\_
Listing Broker (Firm) Designated Agent
Work # \_\_\_\_\_ Home # \_\_\_\_\_ Fax # \_\_\_\_\_
Selling Broker (Firm) Designated Agent

7 Date: \_\_\_\_\_
8 Located at (Municipal Number) \_\_\_\_\_
9 City \_\_\_\_\_ Zip \_\_\_\_\_ Lot \_\_\_\_\_ Subdivision \_\_\_\_\_
10 or Legal Description \_\_\_\_\_ Parish \_\_\_\_\_, La.

11 Land measuring approximately \_\_\_\_\_ (to be controlled by record title).
12 HOME: The Home will be built on the Property according to attached plans and specifications. Plans paid for and furnished by  Purchaser
13  Builder are included in the price. Plans, specifications and allowances are to be signed and dated by both parties prior to commencement
14 of construction and shall be considered an integral part of this contract.

15 PRICE: Purchaser agrees to purchase and Builder agrees to sell the Property and Home described above for the sum of \_\_\_\_\_
16 \_\_\_\_\_ Dollars(\$ \_\_\_\_\_ )
17 subject to any valid restrictions and to servitudes of record and to any zoning ordinances affecting this property.

18 TERMS OF SALE (check only one):
19 ( ) Cash at Act of Sale. Purchaser shall furnish Builder with verification of availability of purchase funds within \_\_\_\_\_ days
20 of acceptance of this agreement or this contract may be declared null and void at option of Builder.

21 ( ) Cash at Act of Sale, subject to Purchaser's ability to obtain a permanent \_\_\_\_\_ (type) loan
22 of \_\_\_\_\_ (amount) or this agreement shall be null and void. Purchaser shall make formal loan application
23 within \_\_\_\_\_ business days from date of acceptance of this offer or any counter offer. If Purchaser fails to make formal application
24 within that time, Builder may declare this agreement null and void by written notification. If Purchaser is not able to remove the financing
25 contingency within 30 days, this contract will be null and void at option of the Builder. Discount points charged by Mortgagee shall be paid
26 by  Purchaser  Builder up to a maximum of \_\_\_\_\_. Fees required by Lender of Builder shall not exceed \_\_\_\_\_.

27 CHANGES OR OVERAGES to the Home must be in writing and agreed upon by both Purchaser and Builder. Overages, if any, will be paid
28 for by Purchaser to Builder at the time the change is agreed upon.

29 ALLOWANCES: The Home will be built within Builder's allowances and through Builder's approved suppliers. Selection of items subject
30 to allowances must be made within \_\_\_\_\_ days after notification by Builder, his agent, or his decorator (See attached Addendum 1 for
31 allowances and room finish schedule which are to be signed and are an integral part of this contract).

32 COMMENCEMENT OF CONSTRUCTION will begin within \_\_\_\_\_ working days after Builder receives the City Parish Permit. The
33 permit process will not begin until Builder receives a commitment letter from Purchaser's lending institution and Purchaser removes the
34 financing contingency, if applicable, in writing. The permit process will begin within \_\_\_\_\_ days after removal of financing contingency,
35 if applicable.

36 COMPLETION OF CONSTRUCTION will be within \_\_\_\_\_ days after the slab is poured, and no later than \_\_\_\_\_ (date).
37 Substantial completion occurs when the Home passes final building inspection by the City Parish, and when the City Parish issues an
38 occupancy permit. Purchaser agrees to order permanent utility services \_\_\_\_\_ days prior to the Act of Sale. Purchaser will give a punch
39 list to Builder at least \_\_\_\_\_ days prior to the Act of Sale. Punch List items shall be completed prior to the Act of Sale. Any additional
40 Punch List items shall be completed by Builder within \_\_\_\_\_ days after Act of Sale. The Builder will insure that the lot properly drains
41 away from the home after construction is completed.

42 DELAYS IN COMPLETION: It is agreed and understood that should the Builder fail to achieve Substantial Completion as defined above at the
43 time specified above, the builder shall forfeit and pay the Purchaser, by way of liquidated damages, the sum of \$ \_\_\_\_\_ per day for
44 each and every day thereafter, until said work shall be substantially complete and such liquidated damages shall be deducted from the purchase
45 price. However, should the Builder's work be delayed by fire, strikes, material shortages, act of God, exceptional weather or should the Purchaser
46 cause the Builder any delays in performance of the work, the Purchaser shall thereafter, allow one day extension for each day delay resulting from
47 any such cause which is beyond the control of the Builder. The Builder shall notify the Purchaser in writing that a delay has occurred within four
48 (4) business days after any such delay. The completion date shall be extended by the number of delay days identified in the Notice.

49 WARRANTY: Builder warrants the Home as provided by the Louisiana New Home Warranty Act.

50 A TERMITE SOIL TREATMENT GUARANTEE showing pre-treatment of the slab and indicating Home is under contract by a pest control
51 company licensed by the State of Louisiana, is to be paid for and furnished by the Builder and given to the Purchaser at Act of Sale.

52 A TERMITE CERTIFICATE, if required by Lender, shall be issued within thirty (30) days prior to execution of the Act of Sale by a pest
53 control company licensed by the State of Louisiana. This certificate is to be paid for and furnished by the Builder and shall state that the
54 property is free from visible evidence of infestation from wood destroying insects.

55 MINERAL RIGHTS (CHECK ONE):
56  If Builder owns any mineral rights they are to be conveyed without warranty
57  Mineral rights owned by Builder, if any, are to be reserved by the Builder but with waiver of any right to use the surface for any such
58 reserved mineral activity or use.

59 EXECUTION OF ACT OF SALE: The act of sale shall be passed before a closing agent selected by \_\_\_\_\_ Purchaser \_\_\_\_\_ Builder
60 on \_\_\_\_\_, \_\_\_\_\_ or before with mutual agreement by both parties, except that at the Builder's written request, the
61 date for execution of the act of sale will be extended by the number of days the completion date is extended as set forth above. Any extension
62 shall be agreed upon in writing and signed by Builder and Purchaser. The Act of Sale and other costs required to obtain financing shall be paid by
63 Purchaser. Any costs required to make title merchantable, including all necessary tax, mortgage and release certificates and cancellations, if any,
64 shall be paid by the Builder. Builder's title shall be merchantable and free of all liens and encumbrances except those which can be satisfied from
65 the proceeds of the sale. If bona fide curative work in connection with title is required, the parties agree to and do extend the time for passing the
66 sale by thirty (30) days. In the event the title is not valid or merchantable and cannot be made so at a reasonable expense, this agreement may
67 be declared null and void at the option of the Purchaser who reserves the right to demand the return of the deposit and to recover from the Builder
68 the actual costs incurred in connection with this agreement. Taxes for the year the sale is closed shall be prorated.

69 OCCUPANCY: Occupancy will be given at the execution of the act of sale.

70 DEPOSIT: Purchaser makes herewith a deposit to Broker, as part of the sales price, Purchaser's check in the sum of
71 \_\_\_\_\_ Dollars(\$ \_\_\_\_\_ ) which upon acceptance is to be deposited in the listing broker's
72 non-interest bearing escrow account. This deposit shall not be considered as earnest money. In the event of default by either party, the non-
73 defaulting party shall have the right to demand and sue for specific performance and/or damages. The defaulting party under this agreement shall
74 also be liable for the Brokerage fees and all attorney's fees and other costs incurred in the enforcement of any and all rights under this agreement.

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

75 Notwithstanding any other provisions of this agreement, including nullity, the deposit may be disbursed to one of the parties only by written  
76 mutual consent of the parties. In the event the parties do not sign such consent, the Broker must deposit the funds with the Louisiana Real  
77 Estate Commission or with a court of competent jurisdiction.

78 NON-REFUNDABLE FEE: An additional amount in the sum of \_\_\_\_\_  
79 dollars (\$ \_\_\_\_\_) will be given to Builder as part of the sales price at the time of written removal of any loan approval  
80 contingency, if applicable, or at the time of execution of the cash sale agreement. This sum will be used by Builder to customize the Home  
81 to Purchase's specifications and is non-refundable.

82 TIME IS OF THE ESSENCE IN THIS AGREEMENT.

83 ROLE OF BROKERS AND DESIGNATED AGENTS: Brokers and Designated Agents have acted only to bring the parties together and  
84 will in no case be liable to either party for performance or non-performance of any part of this agreement or for any warranty of any nature  
85 unless specifically set forth in writing, and the Brokers and Designated Agents specifically make no warranty whatsoever as to whether or  
86 not the property is situated within or without the Government's hundred year flood plan, as to the presence of wood destroying insects or  
87 damage therefrom, or as to the size, physical condition or environmental status of the property or improvements.

88 Notification pursuant to LSA-R.S. 37:1469 is hereby given. The names of those persons who are required to register pursuant to LSA-R.S.  
89 15:540 et seq., are available by accessing the statewide database at: <http://www.lasocpr.lsp.org/socpr/>. This information may also be  
90 retrieved by phone at 1-800-858-0551 or 225-925-6100. Brokers, agents and affiliates are not responsible for providing information  
91 regarding the proximity of registered sex offenders beyond providing the information above.

92 PURCHASER PROTECTION: Purchaser understands that Owner's title insurance is available at Purchaser's expense.

93 ACCEPTANCE: Acceptance must be in writing. Notice of this acceptance may be communicated by facsimile transaction. The original  
94 of this document will be delivered to the listing broker's firm for safe keeping in accordance with the provisions of the Louisiana Real Estate  
95 License Law and the Rules and Regulations of the Louisiana Real Estate Commission.

96 OTHER CONDITIONS:

97 \_\_\_\_\_  
98 \_\_\_\_\_  
99 \_\_\_\_\_  
100 \_\_\_\_\_

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

|  |                 |  |
|--|-----------------|--|
| 102 I/WE HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THE FOREGOING OFFER; |                 |  |
| 103  |                 |  |
| 104 Purchaser _____  | Printed _____   |  |
| (first, middle, last)  | Date/Time _____ |  |
| 105 Employed by _____  |                 |  |
| 106 Purchaser _____  | Printed _____   |  |
| (first, middle, last)  | Date/Time _____ |  |
| 107 Employed by _____  |                 |  |
| 108 Address _____  |                 |  |
| 109 Bus. Phone _____ Home Phone _____  |                 |  |

110 Date and Time presented to Builder:

|   |                 |  |
|---|-----------------|--|
| 111 I/We have read and understand and accept the above offer and agree to pay professional brokerage fees per Listing Agreement for |                 |  |
| 112 professional services rendered.   |                 |  |
| 113 Builder _____   | Printed _____   |  |
| (first, middle, last)   | Date/Time _____ |  |
| 115 Builder _____   | Printed _____   |  |
| (first, middle, last)   | Date/Time _____ |  |

117 COUNTER OFFER TO AGREEMENT TO PURCHASE

118 The offer to purchase is acceptable, provided the Purchaser agrees to the following changes (identify line number from the offer).

119 \_\_\_\_\_  
120 \_\_\_\_\_  
121 \_\_\_\_\_  
122 \_\_\_\_\_  
123 \_\_\_\_\_  
124 \_\_\_\_\_  
125 \_\_\_\_\_

126 ALL OTHER TERMS REMAIN UNCHANGED

127 This counter offer shall expire unless Purchaser executes written acceptance on or before:

128 Date \_\_\_\_\_ Time \_\_\_\_\_

|   |                 |  |
|---|-----------------|--|
| 129 I/We agree to pay professional brokerage fees per Listing Agreement for professional services rendered. |                 |  |
| 130   |                 |  |
| 130 Builder _____   | Printed _____   |  |
| (first, middle, last)   | Date/Time _____ |  |
| 132 Builder _____   | Printed _____   |  |
| (first, middle, last)   | Date/Time _____ |  |
| 134 Received by: _____ Date _____ Time _____  |                 |  |
| 135 For Selling Broker (Firm)   |                 |  |