



CONDOMINIUM 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 Condominium Name _____ Unit Designation _____

10 Municipal Address _____

11 City _____ Zip _____ Parish of _____, LA,

12 Hereinafter, the term business day shall mean any day that is not a Saturday, Sunday, federal or state holiday or day on which any emergency generally closes governmental
13 agencies locally.

14 **CONDOMINIUM DECLARATION:** The purchase of a unit in a condominium includes such accessory rights as are included in a recorded condominium declaration. Seller
15 warrants that a condominium declaration made in accordance with LSA-R.S. 9:1121.101 *et seq* and pertaining to the condominium named herein is on file in the public
16 records of the parish in which the unit is located (the "Declaration"). Seller desires to convey to Buyer the hereinafter described condominium unit together with an undivided
17 ownership interest in the common elements of such condominium as the same are established in the Declaration. Buyer hereby purchases subject to the Condominium
18 Declaration, Condominium Owner's Association By-laws, Articles of Incorporation of Association, Association Rules and Regulations and by the laws of the State of Loui-
19 siana applicable thereto. Ownership of the unit to be transferred shall further include an undivided share of all common expenses and common surplus, as defined by the
20 Declaration. Further, the legal description of the unit to be conveyed shall be controlled by the Declaration.

21 **PURCHASE PRICE:** Buyer agrees to purchase and Seller agrees to sell the Unit described above for the sum of: \$ _____.
22 The sale includes all component parts of the Unit, things permanently attached to the Unit, as well as the following items if they are located within the boundaries of the
23 Unit, as that term is defined in the condominium documents, regardless of how they are attached and regardless of whether substantial damage would occur to the item at-
24 tached or the item it is attached to if it were removed: all plumbing, heating, cooling, electrical or other installations, hardware, doors, gutters, shutters, fences, gates, ceiling
25 fans, sinks, faucets and knobs, pot hangers, toilets, bathtubs, cabinets and their hardware, switch plates, speakers, security system, sprinkler system, landscape lighting,
26 landscaping, plants and shrubs, fountains, freestanding fireplace, gas logs, basketball goals, playground equipment, garage doors and openers, outdoor built-in cooking
27 equipment, hot tub, stained glass windows, awnings, window treatments, including draperies, rods and blinds, exterior TV antennae/satellite dishes, built-in appliances and
28 fixtures, air conditioning window units, electric and gas lighting fixtures (indoors and outdoors) carpets, window screens and bathroom mirrors, all of which are in place at the
29 time this agreement is executed, unless otherwise stated herein. Nothing in this description shall be deemed to include furniture and artwork, which would not be considered
30 part of the construction of the Unit. In the event of doubt or ambiguity as to whether or not an item is included in the sale, such doubt or ambiguity shall be resolved in favor
31 of inclusion unless specifically excluded herein. The following items are specifically excluded:

32 _____

33 _____

34 _____

35 **CONDOMINIUM OWNER'S ASSOCIATION:** The purchase of the unit described herein shall include membership in the condominium owner's association (hereinafter,
36 the "Association"). Current Association fees are: \$ _____, which are paid monthly quarterly annually. Other
37 condominium assessments are: \$ _____ for _____.

38 **CONDOMINIUM DOCUMENTS:** Seller agrees to provide to Buyer within _____ days of execution of this Agreement by Seller, the following documents pertaining
39 to the condominium unit to be transferred: (1) the condominium Declaration, (2) the articles of incorporation or other document(s) creating the Association, (3) the Associa-
40 tion bylaws, and (4) a certificate containing the information required by the Louisiana Condominium Act (LSA-R.S. 9:1124.107) and provided by the Association. Seller is
41 not liable to Buyer for the failure or delay of the Association to provide the certificate in a timely manner; however, this agreement is voidable by Buyer until a certificate is
42 provided and for five (5) days thereafter or until conveyance, whichever occurs first.

43 **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 the
44 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 or
45 unless both parties agree to a new sales price within five (5) business days after written notification to Seller of appraised value.

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

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

Buyer(s) Initials: _____ Date _____/_____/_____ Time _____

Seller(s) Initials: _____ Date _____/_____/_____ Time _____

Property Address: _____

- 54 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;
- 55 2) If this agreement is declared null and void by Buyer during the inspection period;
- 56 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;
- 57 4) If this agreement is terminated due to discovery of structural damage caused by wood destroying insects; or
- 58 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.

59 **TERMS OF SALE:** (check those that apply)

60 **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 of this
 61 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 appraisal
 62 must be ordered within five (5) business days of acceptance of this Agreement, otherwise the provisions of lines **44-46** are not applicable.

63 **B. CONVENTIONAL FIRST MORTGAGE.** This agreement is subject to Buyer's ability to obtain a CONVENTIONAL loan of _____
 64 (amount or percent) or this agreement shall be null and void. Buyer shall make formal application, which includes ordering and paying for appraisal and credit report,
 65 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 make formal application, Seller
 66 may declare this agreement null and void by written notification. Buyer shall obtain a commitment in writing from Buyer's lender reflecting approval of Buyer's loan
 67 and provide a copy of said evidence to the Listing Broker on or before _____. Loan approval shall not be subject to any financing conditions. Buyer warrants
 68 that Buyer shall be able to pay to Seller at Closing the amount of \$ _____ as a down payment on the
 69 Purchase Price. Discount points, if any, charged by the lender shall be paid by Buyer Seller up to a maximum of \$ _____.

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

72 **C. FHA OR VA FINANCING.** This agreement is subject to Buyer's ability to obtain a FHA or VA loan of _____
 73 (amount or percent) or this agreement shall be null and void. Buyer shall make formal application, which includes ordering and paying for appraisal and credit
 74 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 make formal applica-
 75 tion, Seller may declare this agreement null and void by written notification. Buyer shall obtain a commitment in writing from Buyer's lender reflecting approval of
 76 Buyer's loan and provide a copy of said evidence to the Listing Broker on or before _____. Loan approval shall not be subject to any financ-
 77 ing conditions. Buyer warrants that Buyer shall be able to pay to Seller at Closing the amount of \$ _____ as a
 78 down payment on the Purchase Price. Discount points, if any, charged by the lender shall be paid by Buyer Seller up to a maximum of
 79 \$ _____. Seller mandated fees required by lender, if any, are not to exceed \$ _____.

80 **THIS IS A BOND LOAN.**
 81 **THIS IS NOT A BOND LOAN.**

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

84 Buyer's Initials: _____

85 **D. OTHER FINANCING CONDITIONS:**
 86 _____
 87 _____
 88 _____
 89 _____
 90 _____

91 **EXECUTION OF ACT OF SALE:**
 92 The act of sale shall be passed before a settlement agent selected by BUYER SELLER on _____, 20 _____, or before
 93 with mutual agreement of the parties. Any title insurance policies requested by the buyer, or required by the lender, shall be issued by the settlement agent. Any extension
 94 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 Buyer, unless otherwise stated
 95 herein. Costs required to make title merchantable, including all necessary tax, mortgage and release certificates or cancellations, if any, shall be paid by Seller. Seller's title
 96 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 curative work in connection with title
 97 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 and do extend the time for passing the
 98 sale to a mutually agreeable date within fifteen (15) calendar days following the date set herein for Closing. In the event the title is not valid or merchantable and cannot
 99 be made so at a reasonable expense, this agreement may be declared null and void at the option of Buyer. Buyer reserves the right to recover from Seller the actual costs
 100 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 then likewise the time for passing the
 101 sale shall be extended to a mutually agreeable date within fifteen (15) calendar days following the date set herein for Closing.

102 **OCCUPANCY:** (check one) Occupancy to be given
 103 upon execution of act of sale, or _____ days after execution of act of sale at _____ a.m./p.m.

104 **PROPERTY DISCLOSURE DOCUMENT:** Seller has provided Buyer with the Property Disclosure Document and Buyer acknowledges that Buyer has reviewed same
 105 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
 106 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.
 107 **THIS PURCHASE AGREEMENT SHALL NOT BE CONSIDERED AN OFFER AND SHALL BE CONSIDERED INVALID UNLESS THE PROPERTY DISCLOSURE**
 108 **DOCUMENT IS ATTACHED.**

109 **Acknowledgment of review and receipt of the Property Disclosure Document:** Buyer's Initials: _____

110 **LEAD BASED PAINT DISCLOSURE:** (Initials Required). The U.S. Department of Housing and Urban Development requires any Seller of residential real property built
 111 prior to 1978 to (1) notify the Buyer of any known lead-based paint or lead-based paint hazards in the Premises to be sold; (2) provide the Buyer with any lead-based paint
 112 risk assessments or inspections in the Seller's possession; and (3) provide the Buyer a 10 day opportunity, or other mutually-agreed upon period, to conduct or obtain a
 113 risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards. Buyer is advised to conduct or obtain such assessments or inspections
 114 during the Inspection Period.

115 **Buyer acknowledges receipt of the Lead Based Paint Disclosure, if applicable:** Initials: _____

Buyer(s) Initials: _____ Date _____/_____/_____ Time _____
 Seller(s) Initials: _____ Date _____/_____/_____ Time _____

Property Address: _____

116 **MOLD RELATED HAZARDS:** An informational pamphlet regarding common mold related hazards that can affect real property is available at the EPA website <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 Buyer to obtain
117 information regarding common mold related hazards.
118

Buyer's Initials: _____

119 **OTHER CONDITIONS OF PURCHASE/SALE:** _____
120 _____
121 _____
122 _____
123 _____
124 _____
125 _____
126 _____
127 _____
128 _____

129 **INSPECTIONS:** Seller shall provide immediate access and connect all utilities for Buyer's inspections and walk through. Buyer may within ten (10) calendar days,
130 commencing the day after acceptance of this agreement: (1) have any inspections, including Systems (heating/air-conditioning, plumbing, water wells, sewer systems
131 and electrical systems), built-in appliances, lead based paint and lead-based paint hazards, wood destroying insects, mold and/or fungi, verification of square footage,
132 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 Repairs Request
133 Contingency Removal" form) deficiencies, if any, which are not acceptable to Buyer and provide Seller with a copy of any inspection reports; or (3) indicate in writing that
134 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 of Buyer's list of unac-
135 ceptable deficiencies to: a) agree to repair all items on Buyer's list of unacceptable deficiencies, in which case Seller shall complete said repairs prior to walk through, or
136 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 period, in writing, cancel this
137 agreement. Should Buyer not elect to cancel this agreement then Buyer accepts the Property subject to Seller making the repairs agreed on, if any, and with the remaining
138 deficiencies so listed.

139 **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
140 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,
141 including court costs and attorney fees.

142 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 shall
143 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 for the
144 cost of any repairs caused by the invasive inspection.

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

147 **Check if applicable. WAIVER OF WARRANTY OF THE CONDITION OF PROPERTY.**
148 **The following waiver shall become effective at the act of transfer of the unit.** The following waiver is agreed to by Buyer and shall become a part of the act
149 transferring the unit:

150 The unit is sold "as-is, where is" without any warranties whatsoever as to fitness or condition, whether expressed or implied, and Buyer expressly waives the
151 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 or
152 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 by
153 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, not even
154 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 or defect in the
155 property sold. Seller expressly subrogates Buyer to all rights, claims and causes of action Seller may have arising from or relating to any hidden or latent defects
156 in the property. **This provision has been called to the attention of the Buyer and fully explained to the Buyer, and the Buyer acknowledges that he has**
157 **read and understands this waiver of all express or implied warranties and accepts the property without any express or implied warranties.**
158

Buyer's Initials: _____

159 **MAINTAINING CONDITION.:** Seller agrees to maintain the Unit in its present condition. Seller agrees to remove all refuse and personal property from the premises
160 before the date of occupancy.

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

164 **HOME SERVICE PLAN:** Unless a home service plan has already been provided, a _____ plan with a \$ _____ deductible shall be pur-
165 chased at a cost of \$ _____ to be paid for by Seller Buyer (check one). Brokers and/or Designated Agents may receive compensation from the home
166 service company. HOME SERVICE PLAN MAY NOT WARRANT PRE-EXISTING DEFECTS AND DOES NOT SUPERSEDE OR REPLACE ANY OTHER INSPECTION
167 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 a
168 plan and that Brokers and Designated Agents shall be held harmless from responsibility or liability due to their rejection of such plan.

169 **WOOD-DESTROYING INSECTS INSPECTION/REPORT:** Regardless of any inspection performed or available to Buyer, Seller shall provide at act of sale a wood destroying
170 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 evidence of
171 active infestation. If either the Buyer's inspection or the wood destroying insect report indicates active infestation, Seller shall provide, at Seller's expense, extermination
172 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 in writing either:
173 (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 by written notice within
174 five (5) calendar days of receipt of the wood destroying insect report. Buyer may have a wood destroying insect inspection by a pest control company licensed by the State
175 of Louisiana within ten (10) calendar days, commencing the first calendar day after acceptance of this agreement.

176 **LIMITATION OF LIABILITY:** Seller(s), Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning property measurements, square
177 footage or room dimensions. Buyer acknowledges that the unit is purchased as seen waiving any and all errors and inconsistencies or omissions in such measurements,
178 determinations, or square footage by Broker(s) and Designated Agent(s) or on behalf of Seller(s). Seller(s) and Broker(s) and Designated Agent(s) make no representations

Buyer(s) Initials: _____ Date _____/_____/_____ Time _____
Seller(s) Initials: _____ Date _____/_____/_____ Time _____

Property Address: _____

179 as to suitability or to a particular use of the property, and Buyer further acknowledges that Buyer has or will independently investigate all other conditions and characteristics
180 of the property, which are important to Buyer. Buyer is not relying on the Broker(s) nor the Designated Agent(s) to choose a representative to inspect or re-inspect the
181 Property; Buyer understands any representative desired by Buyer may perform this function.

182 **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 case
183 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, and the
184 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 year flood
185 plan, or is or would be classified as wetlands by the U.S. Army Corps. of Engineers, as to the presence of wood destroying insects or damage therefrom, or as to the size
186 or physical condition of the unit or improvements.

187 **DEFAULT by BUYER and REMEDIES:** 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,
188 an amount equal to five (5) percent of the Purchase Price stipulated herein as stipulated damages. The Buyer shall also be liable for brokerage fees and all attorneys' fees
189 and other costs incurred in the enforcement of any and all rights under this agreement. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

190 **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
191 option, an amount equal to five (5) percent of the Purchase Price stipulated herein as stipulated damages. In either case, Buyer is entitled to return of the deposit. The
192 Seller 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**
193 **THE ESSENCE IN THIS AGREEMENT.**

194 **PRORATIONS:** Condominium dues and condominium assessments owed to the condominium association as well as taxes, assessments and the like for the current year
195 shall be prorated as of the date of 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
196 for the current year, all necessary adjustments must be made between seller and buyer. Seller shall pay all of the aforesaid fees for the previous years.

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

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

199 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: <http://www.lasocpr.lsp.org/socpr/>. This information may also be retrieved by phone at 1-800-858-0551 or 225-925-6100. Brokers, agents and affiliates are not responsible for providing information
201 regarding the proximity of registered sex offenders beyond providing the information above.

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

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

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

206 **This offer remains binding and irrevocable until:** Date: _____ Time: _____

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

208 Buyer _____

209 Printed: _____ Date/Time: _____
210 (First, Middle, Last)

211 Employed by _____

212 Buyer _____

213 Printed: _____ Date/Time: _____
214 (First, Middle, Last)

215 Employed by _____

216 Home Address _____

217 E-Mail Address _____

218 Business Phone: _____ Other Phone: _____

219 Received by: _____ Date/Time: _____
220 Listing Broker (Firm)

221 Presented to Seller: Date: _____ Time: _____

222 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 ser-
223 vices rendered.
224

225 Seller _____

226 Printed _____ Date/Time: _____
227 (First, Middle, Last)

228 Seller _____

229 Printed _____ Date/Time: _____
230 (First, Middle, Last)

231 Home Address _____ E-Mail Address _____

232 Business Phone: _____ Other Phone: _____

Buyer(s) Initials: _____ Date ____/____/____ Time _____
Seller(s) Initials: _____ Date ____/____/____ Time _____

Property Address: _____

233 **COUNTER OFFER TO AGREEMENT TO PURCHASE AND SELL DATED** _____.

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

236 _____
237 _____
238 _____
239 _____
240 _____
241 _____
242 _____
243 _____
244 _____
245 _____
246 _____
247 _____
248 _____
249 _____
250 _____
251 _____
252 _____
253 _____
254 _____
255 _____
256 _____

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

258 This counter offer shall expire unless Seller Buyer executes written acceptance on or before:
259 Date _____ Time _____

260 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
261 REALTORS for professional services rendered.

262 Seller _____
263 Printed _____
264 _____ (First, Middle, Last) _____ Date/Time

265 Seller _____
266 Printed _____
267 _____ (First, Middle, Last) _____ Date/Time

268 Seller E-Mail Address: _____

269 Received by _____ Date/Time _____

270 LISTING DESIGNATED AGENT SELLING DESIGNATED AGENT
271 (Firm) _____

272 Presented to Seller Buyer: Date: _____ Time: _____

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

274 Buyer _____
275 Printed: _____
276 _____ (First, Middle, Last) _____ Date/Time

277 Buyer _____
278 Printed: _____
279 _____ (First, Middle, Last) _____ Date/Time

Buyer(s) Initials: _____ Date _____/_____/_____ Time _____
Seller(s) Initials: _____ Date _____/_____/_____ Time _____