

Listing Firm _____			Selling Firm _____		
<input type="checkbox"/>			Dual Agent		
Seller's Designated Agent _____			Buyer's Designated Agent _____		
Phone Number _____	Office _____	Fax _____	Phone Number _____	Office _____	Fax _____
Email Address _____			Email Address _____		
Delivered by Designated Agent to _____			Day _____	Date _____	Time _____
AM/PM _____					
Comments _____					
Received by Designated Listing Agent _____			Day _____	Date _____	Time _____
AM/PM _____					

LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL

Date: _____

PROPERTY DESCRIPTION: I/We offer and agree to Buy/Sell the property at:

(Municipal Address) _____
 City _____; Zip _____; Parish _____; Louisiana,
 (Legal Description) _____

on lands and grounds measuring approximately _____
 or as per record title; including all buildings, structures, component parts, and all installed, built-in, permanently attached improvements, together with all fences, security systems, all installed speakers or sound systems, all landscaping, all outside TV antennas, all satellite dishes, all installed and/or built-in appliances, all ceiling fans, all air conditioning or heating systems including window units, all bathroom mirrors, all window coverings, blinds and associated hardware, all shutters, all flooring, all carpeting, all cabinet tops, all cabinet knobs or handles, all doors, all door knobs or handles, all windows, all roofing, all electrical systems, and all installed lighting fixtures, chandeliers and associated hardware, other constructions permanently attached to the ground. If owned by the SELLER prior to date of this Agreement, standing timber, unharvested crops and ungathered fruits of trees on the property shall be conveyed to the BUYER. The following movable items here remain with the property, but are not to be considered as part of the Sale Price and have no value: _____

All items listed herein are included in the property sold no matter how they are attached or installed, provided that any or all of these items are in place at the time of signing of this Agreement to Buy or Sell (the "Agreement"), unless otherwise stated herein. (All of the above contained in lines 5 through 22 are collectively referred to herein as the "Property.") The following items are excluded from the Property sold: _____





33 **MINERAL RIGHTS:** If SELLER transfers any mineral rights, they are to be transferred without warranty and the
34 SELLER shall waive any right to use the surface for any such reserved mineral activity or use.

35 _____% mineral rights owned by SELLER are to be reserved by SELLER.

36
37 **PRICE:** The Property will be sold and purchased subject to title and zoning restrictions, servitudes of record, and
38 law or ordinances affecting the Property for the sum of _____
39 _____ Dollars (\$ _____) (the "Sale Price").

40
41 **ACT OF SALE:** The Act of Sale is to be executed before a settlement agent or Notary Public to be chosen by
42 BUYER, on or before _____, 20____. At closing, BUYER must provide "good funds" if
43 required by Louisiana statute LA R.S. 22:2092.2 *et seq.* Any change of the date for execution of the Act of Sale
44 must be mutually agreed upon in writing and signed by SELLER and BUYER. Security deposits and keys are to be
45 transferred to BUYER at Act of Sale.

46 **OCCUPANCY:** Occupancy/possession is to be granted at Act of Sale or on:
47 _____ at _____ A.M. /P.M.

48
49 **CONTINGENCY FOR SALE OF BUYER'S OTHER PROPERTY:** This sale is contingent on the sale of other
50 property by the BUYER and the attached contingency clause addendum shall apply. This sale is not contingent
51 upon the sale of other property by the BUYER nor is the loan needed by the BUYER to obtain the Sale Price
52 contingent on the BUYER'S sale of any property.

53
54 **ALL CASH SALE:** BUYER warrants he has cash readily available to close the sale of this Property.

55
56 **FINANCED SALE:** This sale is conditioned upon the ability of BUYER to borrow with this Property as security
57 for the loan the sum of \$ _____ or _____% of the Sale
58 Price by a mortgage loan or loans at an initial interest rate not to exceed _____% per annum, interest and principal,
59 amortized over a period of not less than _____ years, payable in monthly installments or on any other terms as may
60 be acceptable to BUYER provided that these terms do not increase the cost, fees or expenses to SELLER. Fees
61 paid by SELLER that are required by lender, if any, shall not exceed \$ _____. BUYER agrees
62 to pay discount points not to exceed _____% of the loan amount.

63 Other financing conditions: _____
64 _____
65 _____

66
67 In the event BUYER is not able to secure financing, SELLER reserves the right to provide all or part of mortgage
68 loan(s) under the terms set forth above. The BUYER acknowledges and warrants that he has available the funds
69 which may be required to complete the sale of the Property including, but not limited to, the deposit, the down
70 payment, closing costs, pre-paid items, and other expenses. BUYER agrees to make good faith application, which
71 includes ordering and paying for an appraisal and credit report if required for loan approval, within _____ calendar
72 days of acceptance of this offer or any counteroffer and written proof from the lender that the application has been
73 made shall be supplied by BUYER to the SELLER. Written commitment by the lender to make loan(s), without
74 contingencies except subject to approval of title and other contingencies normally imposed by lender excluding
75 ordering appraisal and credit report, shall be obtained by BUYER and shall constitute final loan approval. Final loan
76 approval shall be obtained on or prior to _____. Any extension of this date shall be in writing
77 and shall be signed by all parties. BUYER authorizes and instructs lender to release to SELLER or SELLER'S
78 Broker or Designated Agent, written verification of the loan application and final loan approval.

79
80 **APPRAISAL:** This sale is NOT conditioned on appraisal. This sale IS conditioned on the appraisal of the
81 Property being not less than the Sale Price. If the appraised value of the Property is equal to or greater than the
82 Sale Price, the BUYER shall pay the Sale Price agreed upon prior to the appraisal. If the appraised value is less
83 than the Sale Price, BUYER shall immediately provide written notification to SELLER of appraised value and
84 BUYER'S request for SELLER to reduce the Sale Price. Within _____ (_____) calendar
85 days after SELLER'S receipt of such written notification of the appraised value, BUYER shall have the option to pay
86 the Sale Price agreed upon prior to the appraisal or to void this Agreement unless SELLER agrees in writing to
87 reduce the Sale Price to the appraised value or all parties agree to a new Sale Price.

88



89 **DEPOSIT:** Upon acceptance of this offer, SELLER and BUYER shall be bound by all terms and conditions of this
90 Agreement, and BUYER or BUYER'S agent will deliver immediately upon notice of acceptance of the offer a deposit
91 (the "Deposit") in the amount of \$ _____ or _____% of the Sale Price to be paid in the
92 form of:

93 Cash \$ _____

94 Check \$ _____

95 Promissory Note \$ _____

96 The Deposit shall be held by _____.

97
98 Failure to deliver the Deposit shall be considered a breach of this Agreement. If the Deposit is held by a Broker, it
99 must be held in accordance with the rules of the Louisiana Real Estate Commission in a federally insured banking
100 or savings and loan institution without responsibility on the part of the Broker in the case of failure or suspension of
101 such institution. In the event the parties fail to execute an Act of Sale by date specified herein, and/or a dispute
102 arises as to ownership of, or entitlement to, the Deposit or funds held in escrow, the Broker shall abide by the Rules
103 and Regulations set forth by the Louisiana Real Estate Commission governing such matters.

104
105 **RETURN OF DEPOSIT:** The Deposit shall be returned to the BUYER and this Agreement declared null and void
106 without demand in consequence of the following events:

107 1) If this Agreement is declared null and void by BUYER during the inspection period as set forth in lines 135
108 through 150 of this Agreement;

109 2) If this Agreement is subject to BUYER'S ability to obtain a loan and the loan is not obtained by the date set forth
110 in lines 68 through 74 of this Agreement but only if the BUYER has made timely application for the loan and made
111 good faith efforts to obtain the loan;

112 3) If the BUYER conditions the Sale Price on an appraisal and the appraisal is less than the Sale Price and the
113 SELLER will not reduce the Sale Price as set forth in lines 78 through 85 of this Agreement;

114 4) If the BUYER does not accept the leases or special assessments as set forth in lines 205 through 208 of this
115 Agreement;

116 5) If the SELLER is unable to timely deliver to the BUYER an approved sewerage and/or water inspection report as
117 set forth in lines 152 through 158.

118
119 **INSPECTION AND DUE DILIGENCE:** BUYER ACKNOWLEDGES THAT THE SALE PRICE OF THE PROPERTY
120 WAS NEGOTIATED BASED UPON THE PROPERTY'S APPARENT CURRENT CONDITION; ACCORDINGLY,
121 SELLER IS NOT OBLIGATED TO MAKE REPAIRS TO THE PROPERTY, INCLUDING REPAIRS REQUIRED BY
122 THE LENDER UNLESS OTHERWISE STATED HEREIN. THE SELLER IS RESPONSIBLE FOR MAINTAINING
123 THE PROPERTY IN SUBSTANTIALLY THE SAME OR BETTER CONDITION AS IT WAS WHEN THE
124 AGREEMENT WAS FULLY EXECUTED.

125
126 BUYER shall have an inspection period of (____) calendar days, commencing the first day after acceptance of
127 this Agreement wherein, BUYER may, at BUYER'S expense, have any inspections made by experts or others of
128 his choosing. Such inspections may include, but are not limited to, inspections for termites and other wood
129 destroying insects, and/or damage from same, molds, and fungi hazards, and analysis of synthetic stucco,
130 appliances, structures, foundations, roof, heating, cooling, electrical, plumbing systems, utility and sewer availability
131 and condition, out-buildings, square footage, school district, flood zone classifications, current zoning and/or
132 subdivision restrictive covenants and any items addressed in the SELLER'S Property Disclosure Document. All
133 testing shall be nondestructive testing. SELLER agrees to provide the utilities for inspections and immediate access.
134 If BUYER is not satisfied with the condition of the Property the BUYER may choose one of the following options
135 within the inspection period:

136
137 **Option 1:** BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void; or

138 **Option 2:** BUYER may indicate in writing the deficiencies and desired remedies and SELLER will within seventy
139 two (72) hours respond in writing as to SELLER'S willingness to remedy those deficiencies ("SELLER'S Response").

140
141 Should SELLER in the SELLER'S Response refuse to remedy any or all of the deficiencies listed by the BUYER,
142 then BUYER shall have seventy-two (72) hours from the date of SELLER'S Response or seventy-two (72) hours
143 from the date that SELLER'S Response was due, whichever is earlier, to: (a) accept SELLER'S Response to
144 BUYER'S written requests or (b) accept the Property in its current condition, or (c) to elect to terminate this
145 Agreement. BUYER'S response shall be in writing. Upon BUYER'S failure to respond to the SELLER'S Response
146 by the time specified or BUYER'S electing, in writing, to terminate this Agreement, the Agreement shall be

147 automatically, with no further action required by either party, ipso facto null and void except for return of Deposit to
148 the BUYER. FAILURE TO MAKE INSPECTIONS OR TO GIVE WRITTEN NOTICE OF DEFICIENCIES AND
149 DESIRED REMEDIES TO SELLER (OR SELLER'S DESIGNATED AGENT) AS SET FORTH IN LINES 132
150 THROUGH 138 WITHIN THE INSPECTION PERIOD SHALL BE DEEMED AS ACCEPTANCE BY BUYER OF
151 THE PROPERTY'S CURRENT CONDITION.

152
153 **PRIVATE WATER/SEWERAGE:** In the event there is a private water system or private sewerage system on
154 the Property, the SELLER shall provide, at SELLER's expense, approval by the appropriate governmental
155 entity of the private water or sewerage system. An approved sewerage and/or water inspection report will
156 be issued within thirty (30) days prior to the Act of Sale by the appropriate governmental agency. The
157 approved inspection and test on the water and/or sewerage system are to be furnished and paid for by the
158 SELLER. Any private water system or private sewerage system repairs necessary to obtain approved
159 inspection certificate will be paid by SELLER.

160
161 **HOME SERVICE/WARRANTY:** A home service/warranty plan will will not be purchased at the closing of
162 sale at a cost not to exceed \$ _____ to be paid by BUYER, SELLER,

163 Neither, and ordered by _____. It is understood that Agent/Broker may receive
164 compensation from the home warranty company. The home service warranty plan does not warrant pre-existing
165 defects and options, and does not supersede or replace any other inspection clause or responsibilities. If neither
166 BUYER nor SELLER accepts the home service warranty plan, they declare that they have been made aware of the
167 existence of such a plan, and further declare that they hold the Broker and Agents harmless from any responsibility
168 or liability due to their rejection of such a plan.

169 **WARRANTY OR AS IS CLAUSE WITH WAIVER OF RIGHT OF REDHIBITION: (CHECK ONE ONLY)**

170 A. SALE WITH WARRANTIES: SELLER and BUYER acknowledge that this sale shall be with full SELLER
171 warranties as to any claims or causes of action including but not limited to redhibition pursuant to Louisiana Civil
172 Code Article 2520, *et seq.* and Article 2541, *et seq.*

173 B. SALE "AS IS" WITHOUT WARRANTIES: SELLER and BUYER hereby acknowledge and recognize that
174 the
175 Property being sold and purchased is to be transferred in "as is" condition and further BUYER does hereby waive,
176 relieve and release SELLER from any claims or causes of action for redhibition pursuant to Louisiana Civil Code
177 Article 2520, *et seq.* and Article 2541, *et seq.* or for reduction of Sale Price pursuant to Louisiana Civil Code Article
178 2541, *et seq.* Additionally, BUYER acknowledges that this sale is made without warranty of fitness for ordinary or
179 particular use pursuant to Louisiana Civil Code Article 2524. SELLER and BUYER agree that this clause shall be
180 made a part of the Act of Sale.

181 C. NEW HOME WARRANTIES. Notwithstanding lines 169 through 178 and irrespective of whether A or B
182 above is checked, if the Property is a new construction, the parties agree that neither A or B will apply but instead
183 the provisions of the New Home Warranty Act (LA R.S. 9:3141 *et seq.*) shall apply. The warranty of condition of this
184 Property is governed by the New Home Warranty Act if a home on the Property is a "home" as defined in the New
185 Home Warranty Act.

186
187 **PRORATIONS/OTHER COSTS:** Real estate taxes, rents, assessments, condominium dues, assessments and/or
188 dues owed to homeowners associations and the like for the current year are to be prorated through the date of the
189 Act of Sale. Act of Sale costs, title insurance and other costs required to obtain financing shall be paid by BUYER,
190 unless otherwise stated herein. All necessary tax, mortgage, conveyance and release certificates or cancellations
191 and SELLER closing fees, if any, shall be paid by SELLER. SELLER shall pay all previous years' taxes,
192 assessments, condominium dues, assessments and/or dues owed to homeowners associations and the like. All
193 special assessments bearing against the Property prior to Act of Sale, other than those to be assumed by written
194 agreement as of the date of the Act of Sale are to be paid by SELLER.

195
196 **MERCHANTABLE TITLE/CURATIVE WORK:** SELLER shall deliver to BUYER a merchantable title at SELLER's
197 costs (see lines 198 through 203). In the event curative work in connection with the title to the Property is required
198 or is a requirement for obtaining the loan(s) upon which this Agreement is conditioned, the parties agree to and do
199 extend the date for passing the Act of Sale to a date not more than _____ (____)
200 calendar days from the date of the Act of Sale stated herein. SELLER's title shall be merchantable and free of all
201 liens and encumbrances except those that can be satisfied at Act of Sale. All costs and fees required to make title
202 merchantable shall be paid by SELLER. SELLER shall make good faith efforts to deliver merchantable title.
203 SELLER's inability to deliver merchantable title within the time stipulated herein shall render this Agreement null



204 and void, reserving unto BUYER the right to demand the return of the Deposit and to recover from SELLER actual
205 costs incurred in processing of sale as well as legal fees incurred by BUYER.
206

207 **LEASES/SPECIAL ASSESSMENTS:** The sale is conditioned upon BUYER'S receipt of a copy of all written leases,
208 excluding mineral leases, and unpaid special assessments from SELLER within five (5) calendar days of
209 acceptance of the Agreement. Special assessments shall mean an assessment levied on Property to pay the cost
210 of local improvements.
211

212 **FINAL WALK THROUGH:** BUYER shall have the right to re-inspect the Property within five (5) days prior to the
213 Act of Sale, or occupancy, whichever will occur first in order to determine if the Property is in the same or better
214 condition as it was at the initial inspection(s) and to insure all agreed upon repairs have been completed. SELLER
215 agrees to provide utilities for the final walk through and immediate access to the Property.
216

217 **DEFAULT OF AGREEMENT BY SELLER:** In the event of any other default of this Agreement by SELLER except
218 as set forth in lines 103 through 115 or lines 200 through 203, BUYER shall at BUYER'S option have the right to
219 declare this Agreement null and void with no further demand, or to demand and/or sue for any of the following: 1)
220 Termination of this Agreement;
221 2) Specific performance;
222 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.
223

224 Further, BUYER shall be entitled to the return of the Deposit. The prevailing party to any litigation brought to enforce
225 any provision of this Agreement shall be awarded their attorney fees and costs. The SELLER may also be liable for
226 Broker fees.
227

228 **DEFAULT OF AGREEMENT BY BUYER:** In the event of any other default of this Agreement by BUYER except as
229 set forth in lines 103 through 115, SELLER shall have at SELLER'S option the right to declare this Agreement null
230 and void with no further demand, or to demand and sue for any of the following:

- 231 1) Termination of this Agreement;
- 232 2) Specific performance;
- 233 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.

234 Further, SELLER shall be entitled to retain the Deposit. The prevailing party to any litigation brought to enforce any
235 provision of this Agreement shall be awarded their attorney fees and costs. The BUYER may also be liable for
236 Broker fees.
237

238 **MOLD RELATED HAZARDS NOTICE:** An informational pamphlet regarding common mold related hazards that
239 can affect real property is available at the EPA website <http://www.epa.gov/iaq/molds/index.html>. By initialing
240 this page of the Agreement, BUYER acknowledges that the real estate agent has provided BUYER with the EPA
241 website enabling BUYER to obtain information regarding common mold related hazards.
242

243 **OFFENDER NOTIFICATION:** The Louisiana State Police maintains the State Sex Offender and Child Predator
244 Registry through the Louisiana Bureau of Criminal Identification and Information. It is a public access database of
245 the locations of individuals who are required to register pursuant to LA R.S. 15:540 *et seq.* The website for the
246 database is <http://www.lsp.org/socpr/default.html>. Sheriff and police departments serving jurisdictions of
247 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0551 or 1-225-925-6100.
248 Send written inquiries to Post Office Box 66614, Box A-6, Baton Rouge, Louisiana 70896.
249

250 **CHOICE OF LAW:** This Agreement shall be governed by and shall be interpreted in accordance with the laws of
251 the State of Louisiana.
252

253 **DEADLINES:** TIME IS OF THE ESSENCE, and all deadlines are final, except where modifications, changes, or
254 extensions are made in writing and signed by all parties to this Agreement. All "calendar days" as used in this
255 Agreement shall end at 12:00 midnight in Louisiana.
256

257 **ADDITIONAL TERMS AND CONDITIONS:**

258 _____
259 _____
260 _____
261 _____
262 _____
263 _____





264 **ROLES OF BROKERS AND DESIGNATED AGENTS:** Broker(s) and Designated Agent(s) have acted only as real
265 estate brokers to bring the parties together and make no warranty to either party for performance or non
266 performance of any part of this Agreement or for any warranty of any nature unless specifically set forth in writing.
267 Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning Property
268 measurements, square footage, room dimensions, lot size, Property lines or boundaries. Broker(s) and Designated
269 Agent(s) make no representations as to suitability or to a particular use of the Property, and BUYER has or will
270 independently investigate all conditions and characteristics of the Property which are important to BUYER. BUYER
271 is not relying on the Broker(s) nor the Designated Agent(s) to choose a representative to inspect or re-inspect the
272 Property; BUYER understands any representative desired by BUYER may perform this function. In the event
273 Broker/Agent(s) provides names or sources for such advice or assistance, Broker/Agent(s) does not warrant the
274 services of such experts or their products and cannot warrant the condition of Property or interest to be acquired,
275 or guarantee that all defects are disclosed by SELLER(s). Broker/Agent(s) do not investigate the status of permits,
276 zoning, code compliance or restrictive covenants. The Broker(s) and Designated Agent(s) specifically make no
277 warranty whatsoever as to whether or not the Property is situated in or out of the Government's hundred year flood
278 plan or is or would be classified as wetlands by the U.S. Army Corp. of Engineers, or as to the presence of wood
279 destroying insects or damage therefrom. BUYER(s) are to satisfy themselves concerning these issues. Designated
280 Agent shall be an independent contractor for Broker if the conditions as set forth in LA R.S. 37:1446(h) are met.
281

282 **LIST ADDENDA TO BE ATTACHED AND MADE A PART OF THIS AGREEMENT:**

- 283 Contingency for Sale of Buyer's Other Property Addendum
- 284 Condominium Addendum
- 285 FHA Amendatory Clause

286 _____
287 _____

288 If any of the pre-printed portions of this Agreement vary or are in conflict with any additional or modified terms on
289 blanks provided in this form or Addendum attached to this Agreement, the additional, modified or Addendum
290 provisions control.

291 **SINGULAR – PLURAL USE:** Wherever the word BUYER or the word SELLER occurs in this Agreement or is
292 referred to, the same shall be construed as singular or plural, masculine or feminine or neuter, as the case may be.
293

294 **ACCEPTANCE:** Acceptance of this Agreement must be in writing. Notice of this acceptance may be communicated
295 by facsimile transmission. The original of this document shall be delivered to the listing Broker's firm. This
296 Agreement and any supplement addendum or modification relating hereto, including any photocopy, facsimile or
297 electronic transmission thereof, may be executed in two or more counterparts, all of which shall constitute one and
298 the same Agreement.
299

300 **CONTRACT:** This is a legally binding contract when signed by both SELLER and BUYER. READ IT CAREFULLY.
301 If you do not understand the effect of any part of this Agreement seek legal advice before signing this contract or
302 attempting to enforce any obligation or remedy provided herein.
303

304 **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties, and any other
305 agreements not incorporated herein in writing are void and of no force and effect.
306

307 **EXPIRATION OF OFFER:**

308 This offer is binding and irrevocable until _____ AM/PM/MIDNIGHT/NOON.
309

310	X _____	X _____
311	Buyer's/ Seller's Signature Date/Time	Buyer's/ Seller's Signature Date/Time
312	_____	_____
313	Print Buyer's/Seller's Full Name (First, Middle, Last)	Print Buyer's/Seller's Full Name (First, Middle, Last)
314	_____	_____
315	Street Address	Street Address
316	_____	_____
317	City, State, Zip	City, State, Zip
318	_____	_____
319	Last 4-digits of SSN Telephone Number.Cell	Last 4-digits of SSN Telephone Number.Cell
320	_____	_____
321	Telephone Number.Home Telephone Number.Work	Telephone Number.Home Telephone Number.Work





322
323

E-Mail Address

E-Mail Address

324
325
326

This offer was presented to the Seller/Buyer by _____ Day/ Date/ Time AM/PM MIDNIGHT/NOON

327
328

This offer is: **Accepted** **Rejected** (without counter) **Countered** (See Attached Counter) **by:**

329

X _____

X _____

330

Buyer's/ Seller's Signature Date/Time

Buyer's/ Seller's Signature Date/Time

331

Print Buyer's/Seller's Full Name (First, Middle, Last)

Print Buyer's/Seller's Full Name (First, Middle, Last)

332

333

Street Address

Street Address

334

335

City, State, Zip

City, State, Zip

336

337

Last 4-digits of SSN Telephone Number.Cell

Last 4-digits of SSN Telephone Number.Cell

338

339

Telephone Number.Home Telephone Number.Work

Telephone Number.Home Telephone Number.Work

340

341

E-Mail Address

E-Mail Address

342

343

This offer was presented to the Seller/Buyer by _____ Day/ Date/ Time AM/PM MIDNIGHT/NOON

344

345

346

PROPERTY AND FLOOD INSURANCE: It is recommended that the BUYER make good faith application for property and flood insurance, if applicable, on the Property as soon as possible after acceptance of this offer.

347

348

PROPERTY DISCLOSURE DOCUMENT:

349

The SELLER'S completed property disclosure document dated _____ is attached to this offer. The property disclosure agreement is issued pursuant to LA R.S. 9:3196 *et seq.* and was completed in good faith to the best of the SELLER'S knowledge. This document sets forth the minimum disclosure requirements for sellers of residential real estate as to the condition of the Property. THIS DOCUMENT IS NOT TO BE CONSIDERED A WARRANTY BY THE SELLER, AND IT IS NOT TO BE USED AS A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE BUYER MAY OBTAIN. Nothing in the document precludes the rights or duties of the BUYER to inspect the physical condition of the Property. The property disclosure document is not a part of this Agreement.

350

351

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357

The SELLER'S completed property disclosure document is **not** attached to this offer.

