

BUYER REQUEST

PROPERTY DESCRIPTION (the "Property")

Municipal Address _____

Subdivision _____

Lot Number _____ City _____

Parish _____

RESIDENTIAL AGREEMENT TO BUY AND SELL

Dated _____

Name of Buyer _____

Name of Buyer _____

Name of Buyer _____

Name of Buyer _____

Name of Seller _____

Name of Seller _____

Name of Seller _____

Name of Seller _____

- Physical inspections have been completed. **BUYER** finds all property conditions satisfactory and does not request any remedies.
- Physical inspections have been completed. The **BUYER** presents this single, complete written list of deficiencies and desired remedies to the **SELLER** ("**BUYER REQUEST**"). **BUYER** attaches a copy of all applicable inspection reports. Remedies are to be made at the expense of the **SELLER**. Deficiencies and desired remedies are listed below (attach additional sheet(s) if necessary).

- | | |
|----------|-----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| 5. _____ | 6. _____ |
| 7. _____ | 8. _____ |
| 9. _____ | 10. _____ |

SELLER shall respond in writing as to the **SELLER'S** willingness or refusal to remedy any deficiencies identified in the **BUYER REQUEST** ("**SELLER RESPONSE**"). **SELLER RESPONSE** shall be provided to the **BUYER** within seventy-two (72) hours of receipt of this **BUYER REQUEST**. Failure by **SELLER** to timely provide a **SELLER RESPONSE** shall be deemed to be a refusal by **SELLER** to remedy any deficiencies identified in the **BUYER REQUEST** and **BUYER** shall have seventy-two (72) hours from the date that the **SELLER RESPONSE** was due, to take one of the following actions: (i) accept the Property in its current condition, or (ii) elect to terminate the underlying Residential Agreement to Buy and Sell in accordance with the terms of the Residential Agreement to Buy and Sell.

Receipt and response times begin **the earlier of** receipt by the intended party or the intended parties' **DESIGNATED AGENT**. **SELLER RESPONSE** shall be made on the **SELLER RESPONSE TO BUYER REQUEST** form (page 2).

This **BUYER REQUEST** does not void any prior written agreement between the parties for the correction or repair of other property deficiencies that are not listed herein, and any prior written agreement shall remain binding on the parties.

Signature of Buyer _____

Date/Time _____

Signature of Buyer _____

Date/Time _____

Signature of Buyer _____

Date/Time _____

Signature of Buyer _____

Date/Time _____

Acknowledgement of Receipt

Seller Designated Agent Signature _____

Date/Time _____

SELLER RESPONSE TO BUYER REQUEST

SELLER agrees to remedy **all** items listed on **BUYER REQUEST** at least five (5) working days prior to the act of sale and will provide **BUYER** with copies of paid receipts or other proof of repairs.

SELLER agrees to remedy **only** those items on the **BUYER REQUEST** that are checked at least five (5) working days prior to the act of sale and will provide **BUYER** with copies of paid receipts or other proof of repairs. **Initial each selected item** (attach additional sheet(s) if necessary):

- Item 1 _____ Item 2 _____ Item 3 _____ Item 4 _____ Item 5 _____
- Item 6 _____ Item 7 _____ Item 8 _____ Item 9 _____ Item 10 _____

In lieu of SELLER agreeing to remedy any item listed on the **BUYER REQUEST**, **SELLER** agrees to pay **BUYER** the sum of _____ DOLLARS (\$) _____ at the act of sale to remedy such deficiencies, unless disallowed by the lender. Acceptance of this sum by **BUYER** shall be considered full and complete payment for the remedy of such deficiencies, regardless of the actual cost.

SELLER will not remedy any item listed on the **BUYER REQUEST**.

Should the **SELLER** refuse to remedy any or all the deficiencies listed by the **BUYER** in the **BUYER REQUEST** (including paying **BUYER** in lieu of remedying any item), then the **BUYER** shall have seventy-two (72) hours from receipt of this **SELLER RESPONSE TO BUYER REQUEST** ("**SELLER RESPONSE**") or seventy-two (72) hours from the date that the **SELLER RESPONSE** was due, whichever is earlier, to take one of the following actions: (i) accept this **SELLER RESPONSE**, or (ii) accept the Property in its current condition, or (iii) elect to terminate the underlying Residential Agreement to Buy and Sell in accordance with the terms of the Residential Agreement to Buy and Sell.

Receipt times begin the earlier of receipt by the intended party or the intended parties' **DESIGNATED AGENT**. **BUYER RESPONSE** shall be made on the **BUYER FINAL RESPONSE** form (page 3).

Signature of Seller _____ Date/Time _____

Signature of Seller _____ Date/Time _____

Signature of Seller _____ Date/Time _____

Signature of Seller _____ Date/Time _____

Acknowledgement of Receipt

Buyer Designated Agent Signature _____ Date/Time _____

BUYER FINAL RESPONSE

Select all that apply:

- SELLER RESPONSE** to **BUYER REQUEST** was received in accordance with the provisions of the **BUYER REQUEST** and the Residential Agreement to Buy and Sell.
- SELLER RESPONSE** to **BUYER REQUEST** was **not** received in accordance with the provisions of the **BUYER REQUEST** and the Residential Agreement to Buy and Sell.
- BUYER accepts the **SELLER RESPONSE** and elects to proceed towards the act of sale.
- BUYER accepts the Property in its current condition and elects to proceed towards the act of sale.
- BUYER elects to terminate the Residential Agreement to Buy and Sell in writing and not proceed toward the sale of sale making the Residential Agreement to Buy or Sell ipso facto null and void with no further action required by either party except for the return of Deposit to the BUYER.
- A cancellation of the Residential Agreement to Buy and Sell is attached.

Signature of Buyer _____

Date/Time _____

Signature of Buyer _____

Date/Time _____

Signature of Buyer _____

Date/Time _____

Signature of Buyer _____

Date/Time _____

Acknowledgement of Receipt

Seller Designated Agent Signature _____

Date/Time _____