



AGREEMENT TO PURCHASE AND SELL
Commercial Property



1

Dated: _____ Received by: _____

2

For Listing Firm

Date / Time

3

Work# _____

Home# _____

Fax# _____

4

Listing Firm

Agent

5

Work# _____

Home# _____

Fax# _____

6

Selling Firm

Agent

7 **PROPERTY:**

8 Property located at (municipal number) _____

9 City _____ Zip _____ Lot _____

10 Subdivision _____ or Legal

11 Description _____

12 _____

13 _____ located in _____ Parish, LA. Land measuring

14 approximately _____ (to be controlled by record title), including any valid

15 restrictions, servitudes of record, zoning or land use ordinances affecting the property. Seller makes no warranty

16 with respect to the soil or sub-soil conditions of the property conveyed or its suitability for any purpose.

17 Purchaser acknowledges that he has had an opportunity to investigate all pertinent facts and to inspect the

18 property. Mineral rights, if any, owned by Seller (check one):

19 ☐ are to be conveyed without warranty.

20 ☐ are to be reserved by Seller, but with waiver of any right to use the surface for any such

21 reserved mineral activity or use.

22 **PRICE:**

23 I/We offer and agree to purchase the property described above for the sum of _____

24 _____ Dollars (\$ _____), CASH, unless otherwise specified, at

25 the closing of the act of sale. Purchaser shall furnish Seller with verification of availability of purchase

26 funds within _____ business days after this agreement has been accepted or this agreement may be declared null and

27 void at option of seller.

28 **MAINTENANCE:**

29 Seller agrees to maintain the Property prior to closing the act of sale and warrants that all heating/air

30 conditioning, plumbing, electrical systems and built-in appliances will be in working order at the time the act of

31 sale is passed, or at the time of possession, whichever occurs first, unless otherwise provided herein.

32 **CLOSING:**

33 The act of sale shall be passed, before a closing agent selected by Purchaser on _____, 20 _____, or before

34 with mutual agreement by both parties. All necessary tax, mortgage, and release certificates and mortgage and lien cancellations shall

35 be paid by Seller. All other costs shall be paid by Purchaser. Taxes for the year the sale is closed shall be prorated. Occupancy shall

36 be given at the time of closing unless otherwise specified.

37 **TITLE:**

38 Seller's title shall be merchantable and free of all liens and encumbrances, except those which can be satisfied

39 at the closing. If bona fide curative work in connection with title is required, the parties agree to and do extend

40 the time for passing the sale by thirty (30) days. In the event the title is not valid or merchantable and cannot

41 be made so at a reasonable expense, this agreement may be declared null and void at the option of the Purchaser,

42 who reserves the right to demand return of the deposit.

43 **DEPOSIT:**

44 I/We make herewith a deposit to **REALTOR®**, as part of the sales price, the sum of _____

45 _____ Dollars (\$ _____) which is to be deposited in

46 the Listing Broker's non-interest bearing escrow account. This deposit may be placed in a federally insured banking

47 institution and **REALTOR®** shall have no responsibility in case of failure or suspension of such institution. This

48 deposit shall not be considered as earnest money. In the event of a dispute concerning return of deposit,

49 **REALTOR®** may deposit the funds with the Louisiana Real Estate Commission or any appropriate court for resolution.

50 **TIME IS OF THE ESSENCE IN THIS AGREEMENT:**

51 In the event of default by either party, the non-defaulting party shall have the right to demand and sue for

52 specific performance and/or damages and be awarded the deposit. The defaulting party under this agreement shall

53 also be liable for the **REALTOR®** fees and all attorney's fees and other costs incurred in the enforcement of any

54 and all rights under this agreement.

55 **ROLE OF REALTOR®:**

56 The parties agree that **REALTOR®** and their agents have acted only as real estate broker to bring the parties together

57 and will in no case be liable to either party for performance or non-performance of any part of this agreement or

58 for any warranty of any nature, unless specifically set forth in writing signed by **REALTOR®**, and the parties

59 acknowledge that **REALTOR®** has made no warranty whatsoever as to the size or physical condition of the Property

60 or improvements or their suitability or usefulness for any purpose, and **REALTOR®** specifically makes no warranty

61 whatsoever as to whether or not the property by this agreement is situated within or without the Government's

62 hundred year flood plain.

63 **ASSIGNMENT:**
64 Purchaser may not assign this agreement without the consent of Seller, which consent shall not be unreasonably
65 withheld.

66 **NOTICE:**
67 All Notices required by this agreement must be in writing and are effective upon receipt unless otherwise specified
68 in this agreement.

69 **SPECIAL TERMS OF THE SALE:**
70 _____
71 _____
72 _____
73 _____
74 _____
75 _____
76 _____
77 _____
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80 _____
81 _____
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97 _____

98 **INTERPRETATION OF AGREEMENT:**
99 In the event of conflict between any printed, typed or handwritten provisions, the handwritten provisions shall govern over the printed
100 or typed provisions and any typed provisions shall govern over printed provisions. In the event of conflict with an addendum, the
101 language of the addendum will control.

102 **ACCEPTANCE:**
103 This agreement is accepted when both Purchaser and Seller have signed and when it is delivered to the office of the listing firm or when
104 a facsimile is transmitted electronically to the listing firm, followed by delivery of the original documents.

105 **CHOICE OF LAWS:**
106 This agreement is governed by the laws of the State of Louisiana and each party agrees that the Parish in which the property is located
107 is a proper venue for any action brought to enforce any provision of this agreement.

108 This offer remains binding and irrevocable until: Date/Time _____

Purchaser _____

Printed Name

by _____

Signature

Purchaser _____

Printed Name of Person Signing

Date/Time _____

Address _____

FAX _____

City, State, Zip _____

Phone _____

113 Date and time presented to Seller _____
114 I/We have read, understand and accept the above offer, and agree to pay _____, REALTORS
115 for professional service rendered the sum of _____.

Seller _____

Printed Name

by _____

Signature

Seller _____

Printed Name of Person Signing

Date/Time _____

Address _____

FAX _____

City, State, Zip _____

Phone _____