

West Cal Patio Homes www.westcalhomes.com	BUYER:
Manager: Fran Morgan Sanchez	
Office: 337- 433-4401 Cell: 337-802-6166	
Fax: 337-433-1823	
Received By _____	Date: _____ Time: _____

AGREEMENT TO PURCHASE

DATE: _____

I/We, _____ (Purchaser(s)) offer and agree to purchase, and I/We, West Cal Properties, LLC(Seller(s)), agree to sell the property located at Municipal Address: _____, City **Westlake**, Parish, **Calcasieu**, LA, and legally described as: _____ (**ATTACHMENT "A"**)with grounds measuring as per title; including land and all improvements thereon, together with fences, all permanently installed and built in appliances and fixtures, including ceiling fans, window coverings and bathroom mirrors, provided that any and all of these items are in place at the time this agreement is executed, unless otherwise stated herein: The following movable items remain with the property, but are not to be considered in the sales price: **refrigerator, stove, dishwasher, ceiling fan, and all attached light fixtures**. Appliances remain, but are given no value and no warranties. The following items are excluded: satellite dishes (if applicable).

1. PRICE: Property to be sold and purchased subject to title and zoning restriction, servitude's of record, laws, and/or ordinances affecting the property for the sum of: \$ _____

2. FINANCING: This sale is subject to the following financial terms: **Conventional Mortgage**.

IF ALL CASH at Act of Sale, PURCHASER will furnish SELLER with verification by qualified third party proof of purchase funds within five (5) days or this contract is null and void.

THIS SALE is conditioned upon the ability of PURCHASER(s) to borrow the required amount at Loan Application by a Mortgage Loan at an initial **Adjustable** rate of interest not to exceed **10%** per annum payable in equal monthly installments, or on such other terms that may be acceptable to PURCHASER, so long as such terms create no additional cost to seller and do not affect the closing date. Any changes in the type of financing as agreed to in this Purchase offer, must be approved by the Seller in writing. Failure to notify Seller of the change in financing may result in the nullification of the agreed to terms and conditions.

3. DEPOSIT: Upon acceptance of this offer, the SELLER and PURCHASER shall be bound by all terms and conditions and PURCHASER becomes obligated to deposit immediately with Seller the sum of **\$1,500.00, by check or money order** to be applied to the sale price and/or closing costs, at Act of Sale. Failure to do so shall be considered a breach of this Agreement. This deposit **is not** to be considered earnest money and is to be placed in the listing SELLERS non-interest-bearing escrow account. This deposit is to be placed in any Federally Insured Banking or Savings & Loan Association without responsibility on the part of Agent/Broker in cases of failure or suspension of such institution.

4. LOUISIANA LAW REGARDING DEPOSIT: In the event the parties fail to execute an Act of Sale by the date specified herein, and parties do not agree to sign a mutual release of the deposit, then the SELLER, West Cal Properties, LLC will disburse the funds in accordance with the Louisiana Real Estate License Law and Chapter 29 of the Rules and Regulations.

5. LOAN APPLICATION: PURCHASER agrees to make a good faith application, which includes ordering and paying for an appraisal and a credit report if required for loan approval, **within five (5) days** of acceptance of this offer or any counter offer. Should PURCHASER be unable to obtain loan approval by _____(date), this agreement shall be null and void. Written commitment by the lender to make loan(s), without contingencies other than those that will be cleared at closing, constitutes loan approval.

6. APPRAISAL: This Agreement **is** conditioned upon an appraisal being equal to or greater than the sales price. The appraisal ordered by the PURCHASER'S lender, or in the event there is no lender, the appraisal ordered by the PURCHASER shall be the appraisal of record. In the event the APPRAISED price is less than the sales price, the PURCHASER has the option to pay additional cash down payment, if required by the Lender and/or accept the property with the knowledge of the appraised price. In the event the PURCHASER cannot/will not pay the additional down payment and/or accepts the property with the knowledge of the appraised price is less than the sales price, **THEN THE SELLER HAS THE OPTION TO REDUCE THE SALES PRICE TO THE APPRAISED PRICE**. If the PURCHASER does not/cannot accept the property with the appraisal being less than the sales price and in the event the

SELLER does not reduce the sales price, then this contract is null and void, and the deposit returned to the PURCHASER. **PURCHASER** to pay for inspections required by the appraisal. SELLER responsible to pay re-inspection fee, if any charged by appraiser to inspect repairs.

OTHER COSTS: All cost and fees for necessary certificates, and the SELLER's customary closing costs are to be paid by SELLER. Cost of survey, title insurance if required, and PURCHASER's pre-paid items and closing costs are to be paid by the PURCHASER, unless otherwise stated herein.

SELLER to pay three thousand (\$3,000.00) US dollars in closing costs or prepaid items on a two (2) bedroom DUPLEX purchase .

PURCHASER acknowledges that additional funds may be required to complete the sale of the property, including, but not limited to, other closing costs, pre-paid items, and other expenses. PURCHASER represents that PURCHASER has the funds necessary to satisfy Purchasers obligations, including the down payment, under this Agreement.

PURCHASER acknowledges that the West Cal Patio Homes are consisted of eighteen (18) duplexes and each duplex has two (2) Units. PURCHASER acknowledges that the **DECLARATION** of the **HOME OWNERS ASSOCIATION**, are made part of this contract. (**ATTACHMENT "B"**).

- 7. OCCUPANCY BY PURCHASER:** Occupancy will be granted to PURCHASER upon act of sale.
- 8. ACT OF SALE:** The act of sale shall be closed before PURCHASER's notary on or before _____ . Any extension shall be agreed upon in writing and signed by the parties.
- 9. ABSTRACT:** SELLER **shall furnish an up-to-date, complete abstract.** If applicable, PURCHASER shall reimburse the SELLER for the cost of said abstract should sale not close due to no fault of SELLER.
- 10. SELLER'S TITLE:** SELLERS title shall be merchantable and free of all liens, encumbrances, and defects, except those that can be satisfied at the act of sale or insured by title insurance. If curative work in connection with the title is required, the parties agree to extend the time for closing the sale by **ten (10) days.** SELLER shall pay all costs required to make the title merchantable, including all necessary tax and mortgage releases, certificates, and cancellations, if any. In the event the title is not valid or merchantable, this Agreement may be declared null and void at the option of the PURCHASER.
- 11. REPAIRS:** in the event repairs are required as a condition of obtaining the loan(s) upon which the Agreement is conditioned, the parties agree to and do extend the date for closing the Act of Sale to a date not more than **ten (10) days** from the stated date of Act of Sale.
- 12. PRORATIONS:** Real estate taxes, Homeowner's Association dues, rental income, and any similar items are to be prorated to the date of the act of sale. Security deposits, keys and all rental agreements are to be transferred to PURCHASER as of day of Act of Sale.
- 13. MINERAL RESERVATIONS:** Mineral rights, if any, are **conveyed to PURCHASER.**
- 14. BREACH OR AGREEMENT BY EITHER PARTY:** In the event of default by either party, the non-defaulting party shall have the right to demand specific performance and/or damages, at his option.
- 15. BROKERAGE FEES:** Seller to pay Brokerage Fees. The closing notary is authorized to pay **6% BROKERAGE FEES** at the execution of the act of sale pursuant to the terms of the written brokerage agreement(s).
- 16. INSPECTIONS:** PURCHASER acknowledges the price of the property was negotiated based upon the property's present condition. Commencing with the first day after acceptance of this agreement, PURCHASER may, at his expense, have an inspection(s) made by experts or others of his choosing. Such inspections may include, but are not limited to: inspections for lead-based paint and lead based hazards, termites and other wood destroying insects (and damage from same), appliances, structures, foundations, roofs, heating, cooling, electrical, or plumbing systems, and/or square footage. SELLER agrees to provide the utilities for such inspections. The PURCHASER acknowledges that the benefits of conducting a professional inspection have been explained. YES _____ NO _____ inspection by PURCHASER.

PURCHASER'S failure to make inspections or to provide a Property Condition Response in writing to SELLER within **(12) days** working days of acceptance of this agreement, shall be deemed as acceptance by PURCHASER of the present condition of the property.

Upon completion of the inspection(s), if PURCHASER is not satisfied with the present condition of the property as reflected in the inspection reports, PURCHASER may indicate in writing his rejection of the property or request, in writing, that SELLER remedy the deficiencies. PURCHASER shall also provide SELLER with a copy of the inspection report showing deficiencies. SELLER shall have **24 hours** from receipt of PURCHASER'S "Property Condition Inspection" to respond, in writing, to PURCHASER'S list of deficiencies. Should SELLER fail to agree to remedy deficiencies listed by PURCHASER, then PURCHASER shall have **24 hours** from receipt of Sellers response to do one of the following (1) accept Sellers response as written; (2) accept the property in its present condition; or (3) terminate the agreement. PURCHASER's response shall be in writing. If PURCHASER fails to respond within the deadline set forth above, this Agreement shall be terminated. All requests and responses shall be in writing.

PURCHASER shall have the right to review the property within **five (5) days** prior to the act of sale or occupancy, whichever occurs first, in order to determine if the property is in the same or better condition as was present at the initial inspection. If the property is not in the same or better condition, then SELLER shall be obligated to perform, at Sellers sole expense, all work necessary to place the property in the condition that it was in at the time of the initial inspection.

17. WOOD DESTROYING INSECT INSPECTION: SELLER shall provide a wood destroying insect report prepared by a pest control company licensed by the State of Louisiana. The report, indicating no visible evidence of active infestation, shall be dated no more than thirty (30) days prior to the act of sale. If either the PURCHASER'S inspection or the wood destroying insect report indicates active infestation or damage from such insects, this Agreement may be terminated, at PURCHASER'S option, unless PURCHASER and SELLER agree that SELLER, at his expense, repairs such damage and/or treats such infestation. At the sole option and discretion of the PURCHASER, the method of treatment must be deemed satisfactory to the PURCHASER. In the event SELLER refuses to meet these requirements, this contract shall be null and void and deposit returned to PURCHASER. The repairs of damage from and/or treatment of infestation shall be evidenced by a new wood destroying insect report.

18. DEADLINES: TIME IS OF THE ESSENCE and all deadlines are final, except where modifications, changes, or extensions are made in writing and signed by all parties to this agreement.

19. ACCEPTANCE: Acceptance must be in writing. The contract date of this agreement will be the date of final acceptance by the parties.

20. RIGHT OF WAY/EASEMENTS: PURCHASER acknowledges that property sold subject to all servitudes, right of way, easements, zoning ordinances.

21. "AS IS" WITHOUT WARRANTIES. SELLER and PURCHASER hereby acknowledge and recognize that the property being sold and purchased is to be transferred in "as is" condition and PURCHASER does hereby relieve and release SELLER from any claims or causes of action for redhibition pursuant of Louisiana Civil Code article 2520, et seq. and article 2541, et seq. or for reduction of purchase price pursuant of Louisiana Civil Code article 2541, et seq. Additionally, PURCHASER acknowledges that this sale is made without warranty of fitness for ordinary or particular use pursuant to Louisiana Civil Code article 2524. **It is understood that this clause shall be made a part of the deed.**

22. OTHER CONDITIONS OF SALE: if any of the pre-printed portions of this agreement vary or are in conflict with any handwritten or other conditions of sale, the handwritten or other conditions of the sale provisions will control. **OTHER CONDITIONS OF SALE** include the following:

23. SEX OFFENDER NOTIFICATION: Notice: The Louisiana Bureau of Criminal Identification and Information maintains a state Sex Offender and Child Predator Registry. It is a public access database of the locations of individuals who are required to register pursuant to LSA-R.S. 15:540 et seq. Sheriff's departments and police departments serving jurisdictions of 450,000 also maintain such information. The state Sex Offender and Child Predator Registry database can be accessed at <http://www.lasorepr.lsp.org/socpr/> and contains address, pictures, and conviction records for registered offenders. The database can be searched by zip code, city, parish or by offender name. Information is also available by phone at 1-800-858-051 or 1-225-925-6100 or mail at P.O. Box 66614, Mail Slip #18, Baton Rouge, Louisiana 70896. You may also e-mail State Services at SOCPR@dps.state.la.us for more information.

SELLER'S SIGNATURE

DATE: _____

WEST CAL PROPERTIES, LLC

2003 Hodges Street

Lake Charles, LA 70601

FSanchez@westcalhomes.com

Cell: 337-802-6166

PURCHASER'S SIGNATURE

DATE: _____

Print Full Name: _____

Home Address _____

Email: _____

Cell Phone: _____

PURCHASER'S SIGNATURE

Print Full Name: _____

Home Address _____

Email: _____

Cell Phone: _____