

REAL ESTATE SALES CONTRACT

OFFER TO PURCHASE

DATE: _____

Name of Buyer(s) *(Print exact names in which title will be taken)*

Name of Seller(s) *(Print exact shown on deed)* _____

Buyer(s), whether one or more, hereby agrees to purchase and, Seller(s), whether one or more, hereby agrees to sell the following described real estate, situated in _____ County, on the terms stated below:

Legal Description:

Address: _____

The property agreed to be sold includes heating and cooling system, door bells, mantels, mailboxes, fire screens, water heaters, plumbing fixtures, light fixtures, ceiling fans, wall to wall carpeting, built-in appliances, fences, outbuildings, trees, shrubbery, window coverings, and window hardware, if any, on the premises at the execution of this contract, except including the following:

Any personal property remaining with the property shall be at no additional cost to the Buyer(s), shall not add to the value of the property, and shall not be encumbered at the time of the closing, and in an "as is" condition unless otherwise agreed to herein.

1. PURCHASE PRICE

The total purchase price of the property shall be \$ _____

Earnest money under this Contract shall be \$ _____

EARNEST MONEY: Receipt of the earnest money in accordance with Paragraph 7 is hereby acknowledged by

Cash **Check** and is to be delivered to the listing broker upon the following

Immediately

Upon acceptance of this offer.

Upon the following occurrence: _____

By: _____ DATE _____, 20____.

If the earnest money check is not honored by the Buyer's bank, the Buyer(s) agrees to make the check good within two business days, and to pay a handling charge to the listing broker of the maximum allowed by law. Upon failure to do so, this contract shall become voidable and the listing broker and Seller(s) may pursue remedies against the Buyer(s) which are available under law.

2. FINANCING: (Check as applicable)

(1) Buyer will pay cash or obtain a loan for the Property with no financing contingency.

(2) This Contract is contingent on Buyer obtaining approval of a Conventional FHA VA Other _____ loan in the amount of \$ _____ or _____ % of the Purchase Price (excluding any financed loan costs) at the prevailing interest rate and loan costs. Buyer will apply for financing within _____ days (7 calendar days if left blank), from the Effective date and will provide any and all credit,

employment, financial and other information required by the mortgage lender. Based on lender requirements, should Buyer be unable to obtain financing, Seller will be notified in writing within _____ days (**21 calendar days if left blank**) of "Effective date." Effective date shall mean the date that appears under the signatures of the parties to this Contract. **No term of this financing contingency can be changed without written authorization of the Seller.**

3. LOAN CLOSING COSTS

Discount Points shall be paid by **Buyer** **Seller, not to exceed \$ _____**

Prepaid Items shall be paid by **Buyer** **Seller, not to exceed \$ _____**

Closing Costs in addition to charges for specific items set out herein below shall be paid by **Buyer** **Seller, not to exceed \$ _____**

Seller's obligation, if any, to pay for any loan closing costs is contingent upon the closing of the sale.

4. APPRAISAL

This contract is contingent upon property appraising for purchase price or greater.

This contract is not contingent upon property appraising for purchase price or greater.

If the purchase price exceeds the appraised value of the property, Buyer may elect to cancel this Contract by providing written notice of such election to Seller within five (5) calendar days of knowledge of the appraised value.

5. LENDER REQUIRED REPAIRS

Should the Buyer's lender require certain repairs in order to qualify this property for a mortgage, Seller agrees to make any repairs required by the lending institution not to exceed \$ _____ (\$0.00 if left blank). If such repairs exceed this amount and Seller refuses to pay the excess, Buyer may pay the excess, or (if not prohibited by Buyer's lender) accept the property with the limited repairs, or accept the above-specified amount at closing as a reduction of the purchase price, or Buyer may cancel this Contract by notifying seller in writing within _____ hours (24 hours if left blank) of Buyer being informed of Seller's refusal to pay the excess cost of repairs. Should Buyer fail to cancel this Contract after being informed of Seller's refusal to pay the excess cost of repairs, the Contract shall be closed as scheduled.

6. CLOSING & POSSESSION DATE

The sale shall be closed and the deed delivered on or before _____, 20____. Possession is to be given upon delivery of the deed if the property is then vacant; otherwise, possession shall be delivered on _____, 20____ at ____:____ a.m. p.m. In the event Seller retains possession of the property beyond the date of closing, Seller hereby agrees that upon surrender of the property to Buyer, the property shall be in the same condition as it was on the day of closing.

7. EARNEST MONEY

Seller and Buyer hereby direct the Listing Company to hold the earnest money in trust until this Contract has been accepted and signed by all parties, at which time the earnest money will be promptly deposited into the escrow account of the Listing Company. In the event an offer or a counteroffer is not accepted, the earnest money shall be returned to Buyer without a signed release. If the Contract is accepted and signed by all parties and the sale does not close, however, a separate mutual release signed by all parties to this Contract will be required before the earnest money will be disbursed. In the event either Buyer or Seller claims the escrowed funds without the agreement of the other party, any holder of the escrowed funds, as prescribed by Alabama Real Estate License Law Rule: 790-X-3-.03(4),(5), must either retain the escrowed funds until there is a written mutual release among the parties or interplead the disputed portion of the funds into the appropriate court, and shall be entitled to deduct from the escrowed funds for court costs, attorneys fees and other expenses relating to the interpleader; provided, however, that any Claim as defined in Paragraph 24 below shall remain subject to mediation and arbitration as set forth in said Paragraph. Seller, at Seller's option, may cancel this Contract if the earnest money check is rejected by the financial institution upon which it is drawn. In the event of default by the Buyer, all deposits made hereunder may be forfeited as liquidated damages at the option of the Seller, provided Seller agrees to the cancellation of this Contract, or alternatively, Seller may elect to pursue his or her available legal or equitable remedies against Buyer pursuant to Paragraph 24 below. In the event of default by the Seller, all deposits made hereunder may be returned at the option of the Buyer, provided Buyer agrees to the cancellation of this Contract, or alternatively, Buyer may elect to pursue his or her available legal or equitable remedies against Seller pursuant to Paragraph 24 below.

8. AGENCY DISCLOSURE

Listing Company: _____

Agent/s: _____

Two lines may be checked:

- _____ *An agent of the seller*
- _____ *An agent of the buyer*
- _____ *An agent of both the seller and the buyer and is acting as a limited consensual dual agent*
- _____ *Assisting as a transaction broker*

Selling Company: _____

Agent/s: _____

Two lines may be checked:

- _____ *An agent of the seller*
- _____ *An agent of the buyer*
- _____ *An agent of both the seller and the buyer and is acting as a limited consensual dual agent*
- _____ *Assisting as a transaction broker*

SELLER(S) INITIALS:

BUYER(S) INITIALS:

9. HAZARD INSURANCE

Buyer understands that Buyer is responsible for securing acceptable hazard insurance at a premium rate acceptable to Buyer on the property at closing. Buyer shall determine insurability at an acceptable premium rate within _____ days (**7 calendar days if left blank**) of the effective date of this contract. Should property be discovered to be in a flood zone, Buyer is aware of his obligation to purchase flood insurance.

Should Buyer be unable to obtain evidence of insurability at an acceptable premium rate, Buyer may elect to cancel this Contract by providing written notice of such election within said time period to Seller or Buyer may waive **Paragraph 9 HAZARD INSURANCE** of this Contract. If the Contract is canceled, the earnest money shall be returned pursuant to the terms of Paragraph 7 above. Failure to notify Seller of Buyer's election to cancel within said time period shall conclusively be deemed acceptance of any available insurance.

10. TITLE INSURANCE

Seller(s) will provide Owner's Title Insurance.

The property is sold subject to existing zoning ordinances pertaining to the subject property, utility easements that serve the property, or as shown on the recorded plat, restrictive covenants, and existing leases (which are to be transferred to the Buyer). Seller(s) warrant that they have received no notice of any proposed or pending assessment for public improvement or repair.

An owner's title insurance policy will be issued by a company qualified to insure titles in Alabama, insuring the Buyer(s) for the amount of the Sales Price shown herein against any loss on account of any defect or encumbrance in the title, with only the customary exceptions and encumbrances to be assumed by the Buyer(s), otherwise the earnest money shall be refunded in accordance with Paragraph 7.

The date for closing may be postponed for a reasonable length of time within which to perfect title or cure defects in the title to the property, as required by the title insurance company.

11. SURVEY

It is recommended that a new survey be obtained on all purchases. If the Buyer(s) elects to not have a survey performed, the property is taken subject to encroachments, shortages of land, and other matters visible on the surface which would be disclosed by an accurate survey. If the survey discloses a violation of protective covenants or zoning regulations, or any encroachments, or that any improvement(s) are built over an easement or property lines, the same shall be deemed a title defect to be treated as provided herein-above for such defects. Therefore, the Buyer(s) may rescind the contract and have earnest money refunded in accordance with Paragraph 7 if the defect makes the title unmarketable. Unless otherwise agreed herein, the survey shall be at the Buyer's expense.

Buyer(s) does does not require a survey by a registered Alabama land surveyor of Buyer's choosing. If Buyer declines to have a new survey, Buyer holds harmless the Seller and the real estate licensees representing either party.

BUYER(S) INITIALS:

12. PRORATIONS

Ad valorem taxes, as determined on the date of closing, insurance transferred, accrued interest on mortgage(s) assumed, and homeowners association, fire district or other dues, fees or assessments are to be prorated between Seller and Buyer as

of the date of closing, and any existing escrow deposits shall be credited to Seller. Unless otherwise agreed herein, all ad valorem taxes are presumed to be paid in arrears for purpose of proration.

13. CONVEYANCE

The Seller(s) agrees to convey the property to the Buyer(s) by: General Statutory Warranty Deed, free of encumbrance except as hereinabove set out. The Seller(s) shall have until closing to clear any encumbrances or mortgages not to be assumed by the Buyer(s). If the Buyer is not a single person, the deed is to convey the property to the Buyer(s) as: Joint Tenants with Right of Survivorship Tenants in Common To Be Determined

14. BUYER'S DUTY TO INSPECT

Buyer understands that Alabama law imposes a duty on Buyer(s) to thoroughly inspect a property for conditions of the property, defects or other relevant matters prior to the closing of the sale. Buyer further understands that professional inspection services and/or contractors may be engaged for this purpose. Buyer is encouraged to engage and pay for independent professional inspection services and/or contractors, including but not limited to termite/pest control companies, rather than using previous Seller-acquired inspection reports; rather than allowing the Seller to pay for such inspection reports; or rather than using an inspector recommended by Seller. Brokers and sales associates do not endorse any particular professional inspection service and/or contractor. Buyer understands and agrees that Buyer will not rely on and has not relied on any statements or omissions made by any broker or sales associate regarding the condition of the property. Buyer further understands that if a broker or sales associate is present at or accompanies Buyer on an inspection or walk-through of the property, it will be as a courtesy and not as a person qualified to detect any defects. After closing of this sale, all conditions of the property are the responsibility of the Buyer.

15. CONDITION OF THE PROPERTY

NEITHER SELLER NOR ANY BROKER OR SALES ASSOCIATE MAKES ANY REPRESENTATIONS OR WARRANTIES REGARDING CONDITION OF THE PROPERTY EXCEPT TO THE EXTENT EXPRESSLY SET FORTH HEREIN.

Buyer has the obligation to determine any and all conditions of the property material to Buyer's decision to purchase the property, including, without limitation, the condition of the heating, cooling, plumbing and electrical systems; any built-in appliances; the roof and the basement, including any leaks therein; the presence of asbestos, or toxic mold; the presence of, or damage from, wood destroying insects and/or fungus; the presence of vermin or other pest infestation; the presence of arsenic in treated wood; the size and area of the property; the quality of construction materials and workmanship, including floors and structural condition; availability of utilities and sewer or septic tank and condition thereof; subsurface and soil conditions, including radon or other potentially hazardous or toxic materials and/or gases; property access easements, covenants, restrictions or development structures; and any matters affecting the character of the neighborhood. Buyer shall have the opportunity and the obligation to determine the condition of the property in accordance with "A" or "B" below. Unless otherwise excepted, Seller will provide access and utilities for Buyer's inspections until closing. Note: Lenders and/or public authorities may require certain investigations such as termite and septic tank inspections. This does not replace Buyer's duty to thoroughly inspect the property prior to closing.

(A) SALE OF PROPERTY NOT CONTINGENT UPON INSPECTION: Buyer agrees to accept the property in "AS IS" condition, except for ordinary wear and tear. Seller gives no warranties on any systems or appliances being in good working order, and in consideration for the Purchase Price, Buyer accepts total responsibility for all repairs, improvements, and/or defects currently existing in the Property.

Buyer's Initials **Seller's Initials**
OR

(B) SALE OF THE PROPERTY CONTINGENT UPON INSPECTION: Buyer requires additional inspections of the Property at Buyer's expense. Within _____ days (**10 days if left blank**) of the Effective date, Buyer shall either personally or through others of Buyer's choosing, inspect or investigate the Property, receive and review the inspection report, and exercise any option set forth below. If Property is being sold in "AS IS" condition, Buyer understands Seller may not be required to make any repairs arising from the results of a home inspection.

(1) If such inspections reveal conditions that are unsatisfactory to Buyer, Buyer may either (a) terminate this Contract, or (b) request in writing in the time frame set forth above that Seller correct the unsatisfactory conditions.

(2) If Buyer requests Seller to correct the specified unsatisfactory conditions, Seller shall respond to Buyer by written notice within _____ days (**5 calendar days if left blank**) of receipt of such request as to whether Seller is willing to correct the unsatisfactory conditions.

(3) If Seller elects not to correct the unsatisfactory conditions, Buyer shall respond to Seller by written notice delivered to Seller within _____ days (**3 calendar days if left blank**) of receipt of Seller's refusal to correct

such conditions and advise Seller of its election of either (a) to terminate this Contract and recover the Earnest money in accordance with Paragraph 7 above, or (b) to waive in writing the request for correction of the conditions and proceed to close the sale.

(4) It shall conclusively be deemed acceptance of the Property, including ordinary wear and tear until the closing, if Buyer fails to notify Seller in writing within the allotted times stated above of any unsatisfactory condition revealed by the inspections, or fails to notify Seller in writing of Buyer's election to terminate this Contract as herein provided. Further, it shall conclusively be deemed acceptance of Buyer's request to correct the specified unsatisfactory condition(s) if Seller fails to respond in writing within the time frame stated in subparagraph (2) above.

Buyer's Initials

Seller's Initials

NOTE: "Ordinary wear and tear," as used herein shall not be deemed to include material failure of the heating, cooling, plumbing and electrical systems or built in appliances.

ADDITIONAL INSPECTIONS WHICH MAY APPLY

ENVIRONMENTAL INSPECTIONS

Buyer(s) understands that it is their responsibility, not the real estate company, the real estate agent or the Seller(s) to determine the condition of the property. Buyer(s) has the right to have professionals inspect the home for (but not limited to): environmental pollution, existence of fungus, mold and/or radon. Buyer(s) understands that they are free to choose any licensed inspector they deem necessary. These inspections must be performed within ____ days **(10 days if left blank)** of the effective date of the contract.

Buyer requires (at Buyer's expense) the following environmental inspections to be performed:

RADONIGAS TEST

Buyer requires a Radon Gas Test which will be paid for at Buyer(s) expense.

YES _____ **(Initial)** **NO** _____ **(Initial)**

SEPTIC TANK SYSTEM

Buyer(s) requests the Septic Tank System be inspected by a professional at Buyer's expense. Any resulting repairs will fall under the scope of Paragraph 15B above. Buyer(s) hereby releases the Broker and Broker's Agents from any and all responsibility for problems with the septic tank system which may be discovered, whether they exist now or develop in the future.

YES _____ **(Initial)** **NO** _____ **(Initial)**

PERCOLATION TEST AND HEALTH DEPARTMENT APPROVAL

Buyer requires a percolation test and health department approval.

YES _____ **(Initial)** **NO** _____ **(Initial)**

WELL AND/OR WELL WATER INSPECTION

Buyer(s) requires a well and/or water inspection which will be at Buyer's expense. If property is served by a well, it is recommended that the Buyer(s) have the well and well water inspected by a professional. The Broker and Broker's Agents have made no representation relating to the condition of the well and well water.

YES _____ **(Initial)** **NO** _____ **(Initial)**

MOLD DISCLOSURE AND WAIVER

Broker recommends Buyer obtain a home inspection to better determine the condition of the property. In the event suspect mold contamination is discovered, it is recommended that our Buyer(s) satisfy themselves as to property condition by having a mold inspection performed. Cost and quality of such inspections may vary. Any names provided are strictly as a courtesy. Buyer understands that they should consult with a professional of their choice regarding any questions or concerns before the execution of this sale.

YES _____ **(Initial)** **NO** _____ **(Initial)**

OTHER

YES _____ **(Initial)** **NO** _____ **(Initial)**

16. BUYER'S FINAL INSPECTION

Buyer has the right and responsibility to walk through and inspect the property prior to closing and notify Seller immediately in writing if the property is not in the condition agreed upon. Specifically, the Buyer should determine if (a) conditions specified under paragraph (B) above have been satisfied, if (B) was selected; (b) the systems as described under the **NOTE** in (B) above are functioning; and (c) no new defects to the property have occurred, other than ordinary wear and tear since acceptance above. If the property is not in satisfactory condition, Buyer shall immediately notify Seller. If Seller refuses to repair or correct any unsatisfactory conditions requested by Buyer pursuant to B above, Buyer may proceed with the closing or cancel the contract and recover the Earnest Money in accordance with Item 7 above. If Buyer fails to conduct this walk-through inspection, Seller's repair and maintenance obligations will be deemed fulfilled. **After closing, all conditions of the Property are the responsibility of the Buyer.**

17. LIMITED HOME WARRANTY

Buyer has been informed of the opportunity to acquire a limited home warranty. The Buyer(s) acknowledges that he/she has reviewed the choices of home warranty companies and bases his/her decision to accept or decline coverage based on his/her independent evaluation, and not on statements or representations made by the Broker or the Broker's Agents. Broker may or may not receive an administrative fee from the home warranty company.

Buyer does does not require a Home Warranty Policy issued by _____ a company qualified to provide such policies in the State of Alabama, effective for _____ year(s) from date of closing to be paid by Buyer Seller at a cost not to exceed \$ _____.

18. WOOD INFESTATION INSPECTION REPORT

Not less than _____ days (**10 calendar days if left blank**) prior to the Closing Date as set out in Paragraph 6 above, seller(s) shall have any dwellings on the premises inspected, at the expense of **Seller(s)** **Buyer(s)** by a licensed pest control operator to determine whether there are any active or previous infestations of such dwellings by wood destroying organisms. Should the report indicate an active infestation the Seller(s) agrees to pay all costs of treatment or to terminate this contract by giving notice to the Buyer(s) within three business days of his receipt of the report. Should the report indicate active or previous infestation, the Buyer(s) may have the dwellings inspected at the expense of **Seller(s)** **Buyer(s)** by a qualified inspector to determine the extent of damage and if such inspection discloses structural damage the Seller(s) agrees to repair such damage, or in lieu of paying such repair cost(s) (which cost(s) shall include any necessary repair inspection), the Seller(s) shall have the option of terminating this contract by giving written notice to the Buyer(s) within three business days of receipt of such damage report, unless Buyer(s) agrees to accept the property without such repair or agrees to pay the cost(s) of such repair himself/herself.

19. LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

The Seller of any interest in residential real property built before **January 1, 1978** is required by federal law to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards.

Seller's Initials

If any portion of the property was built before January 1, 1978, a copy of the above-referenced disclosure is attached hereto as an Addendum.

20. FIRE, SMOKE, GAS DETECTORS

Buyer(s) has the responsibility of ascertaining that any applicable federal, state, and local statutes, ordinances, or regulations concerning fire/smoke/gas detectors or alarms have been met. Buyer(s) shall be solely responsible for compliance with such laws, including the Alabama Department of Insurance (Fire Marshals Division) regulation entitled "Requirements for Single Station Smoke Detectors in New and Existing Residential Occupancies".

21. OTHER OFFERS WHILE BUYER'S OFFER IS PENDING

Buyer hereby acknowledges that offers other than Buyer's offer may have been made or may be made before Seller acts on or while Seller is considering Buyer's offer or counteroffer. While the Buyer's offer or counteroffer is pending, and before this contract becomes effective, Seller hereby expressly reserves the right to reject Buyer's offer or counteroffer or to withdraw any offer previously made by Seller to Buyer relating to the property, and to accept any other offer or counteroffer.

22. SELECTION OF ATTORNEY

Each party acknowledges being informed of the right to consult with an attorney of his or her choosing, at all stages of the transaction. Buyer(s) and Seller(s) acknowledge the closing attorney may not represent either of them and they agree to execute an affidavit at closing disclosing who the closing attorney represents, if requested to do so.

23. DISCLAIMER

Seller and Buyer hereby acknowledge and agree that they have not relied upon any advice or representation of the Listing Broker or Company or the Selling Broker or Company or any of their sales associates ("brokers and sales associates"), and accordingly Seller and Buyer agree that no broker or sales associate shall be held responsible for any obligations or agreements that Seller or Buyer have to one another hereunder. Further, Seller and Buyer agree to discharge and release the brokers and sales associates from any claims, demands, damages, actions, causes of actions or suits at law arising in any way from this Contract related to the Property, and shall include but not be limited to the condition of the heating, cooling, plumbing, water and electrical systems and any built-in appliances; the roof and the basement, including leaks therein; the presence of asbestos, arsenic in treated wood, toxic mold or fungus; the size and area of the Property; the quality of the workmanship or construction materials, including floors; the structural condition; the condition, availability or location of utilities, sewer or septic system; the investment or resale value of the Property; subsurface or subsoil conditions such as sinkholes, mining or other soil conditions, including radon or other potentially hazardous gases or toxic materials; the existence of, or damage from, wood destroying insects and/or fungus, or vermin/pest infestation; Property access, easements, covenants, restrictions, development structure, and appurtenances thereto, and any matters affecting the character of the neighborhood including crime considerations; the past, present or future financial stability of the builder or developer or the future insurability of the Property; or the compliance of the builder or developer under any warranty or any related mortgage terms or conditions; or any other matters affecting the willingness of the Seller and Buyer to sell or purchase the Property on the terms and at the Purchase Price herein set forth. Seller and Buyer acknowledge and agree that if such matters are of concern to them in the decision to sell or purchase the Property, they have sought and obtained independent advice relative thereto.

Buyer's Initials **Seller's Initials**

24. MEDIATION AND ARBITRATION/WAIVER OF TRIAL BY JURY

All claims, disputes or other matters in question arising out of or relating in any way to this Contract or the breach thereof, including claims against any broker or sales associate, or relating to the relationship involved with, created by or concerning this Contract, including the involvement of any sales associate ("Claim"), shall be submitted to mediation with a mutually agreed upon mediator within forty-five (45) days of notice of the Claim. In the event no mediated resolution is reached within sixty (60) days of the party's notice of the Claim, all Claims shall be resolved by binding arbitration: **a)** by a single arbitrator in Alabama in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect; **or b)** by a panel of arbitrators of the Shoals Area Association of Realtors in accordance with the Code of Ethics and Arbitration Manual of the National Association of Realtors then in effect. Each party acknowledges that he or she is knowingly waiving the right to a trial by jury relating to all Claims. All disputes concerning the arbitrability of any Claim or the enforceability or scope of this provision shall be subject to the same binding arbitration. The losing party shall bear the cost of the arbitrator and any attorney's fees incurred as a result of pursuing or defending the claim or dispute; provided the arbitrator shall have the authority to equitably apportion and award costs as a part of this award to the extent authorized by applicable law. The arbitrator shall follow the law applicable to any Claim and shall be empowered to award any damages or other relief which would be available under the law applicable to any such Claim. The determination of the arbitrator shall be final, binding on the parties and non-appealable, and may be entered in any court of competent jurisdiction to enforce it. The parties acknowledge and agree that the transactions contemplated by and relating to this Contract, which may include the use of materials or components which are obtained from out-of-state, and which otherwise include the use of interstate mails, roadways and commerce, involve interstate commerce, as that term is defined in the Federal Arbitration Act, 9 U.S.C. § 2.

Buyer's Initials **Seller's Initials**

25. LIABILITY FOR COSTS OF COURT/ATTORNEY'S FEES

The parties to this agreement understand and agree that any costs of court or attorney's fees incurred by Buyer, Seller, brokers or sales associates in pursuing or defending a claim or dispute arising out of or relating in any way to this Contract shall be borne by the losing party, except that the judge, arbitrator or mediator shall have the authority to apportion and award costs in an equitable manner to the extent authorized by applicable law.

