

# M.L.S., INC.

A wholly owned Subsidiary of the Northwest Louisiana Association of Realtors. M.L.S. Inc. is not a party to this Agreement.

## Exclusive Right to Sell Listing Agreement

The undersigned Owner(s) exclusively lists and places with the undersigned Real Estate Broker (hereinafter referred to as "Broker") for sale or lease as indicated, upon the terms as indicated, the real estate municipally described as:

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Legal Description: \_\_\_\_\_

Including all buildings, components, and fixtures, except those specifically noted in writing, located on the property as of the listing date.

### Definitions

"Owner" shall mean all owners. "Purchase" "sale" and "sold" shall refer to any sale, lease, exchange or transfer of ownership or interest in the property. "Purchaser" shall mean any buyer, lessee, or exchange recipient.

Owner(s): \_\_\_\_\_

Mailing address: \_\_\_\_\_

Phone number(s): \_\_\_\_\_

List Price: \_\_\_\_\_ Listing Beginning Date: \_\_\_\_\_ Listing Ending Date: \_\_\_\_\_

Employment of Broker shall continue through the listing ending date, unless a purchase agreement is in effect, in which case the employment shall continue until that purchase agreement has closed.

### Broker's Compensation

If sold: \_\_\_\_\_ (% or flat fee) of the gross sales price.

If leased: \_\_\_\_\_ (addendum may accompany).

### Broker's compensation is fully earned when:

1. The property is contracted to be purchased, at the listing price or any other price to which Owner may agree, during the term of this agreement or any extensions thereof, regardless of (A) who negotiated the agreement, or (B) the identity of the purchaser with whom the agreement is reached;
2. The Broker produces a signed offer from a party ready, willing, and able to purchase, on the terms herein described, even if Owner(s) rejects the offer;
3. The property is sold or exchanged by Seller within a period of \_\_\_\_\_ days (Broker Protection Period) following the term or the cancellation of this Contract or any extensions thereof to anyone to whom the property was presented during the term of this Contract. However, this provision shall not apply if Seller has entered into a valid written listing agreement with another licensed real estate broker during the protection period.

### Owner agrees to:

1. Provide complete information to Broker regarding the ownership of the property. Owner represents, to the best knowledge of Owner, that the Owner named above is/are the sole entities currently having an ownership interest in the property;
2. Provide such other information regarding the property as Broker may reasonably request. This includes but is not limited to tax assessments and charges, current or pending liens or assessments, and knowledge of hidden defects. Owner represents that, to Owner's knowledge, there are no undisclosed defects in the property, and that the title is good, valid, merchantable and qualifies for title insurance, containing only normal and usual exceptions, such as those relating to public utility servitudes and restrictions and/or homeowner's association covenants;
3. Cooperate fully and not to obstruct the sale of the property during the term of this agreement.
4. Immediately refer to Owner's Designated Agent all prospective purchasers or brokers/agents who contact Owner for any reason and to provide Owner's Designated Agent with their names and addresses.

Seller's Initials \_\_\_\_\_/\_\_\_\_\_

**Additional Stipulations:**

1. This listing will be filed with MLS, Inc. to be referred to its members, so that such members may procure or attempt to procure a purchaser for the property, and Broker is further authorized to provide timely notice of status changes of the listing to the MLS and to provide sales information, including selling price, to the MLS upon sale of the property.
2. After \_\_\_\_\_ days from the listing beginning date, Broker agrees to cancel this contract within 10 days of Owner's written request.
3. Broker is authorized to accept a deposit on the property and owner acknowledges that in the event of a disputed deposit the Broker will deal with the disputed funds in accordance with Louisiana Real Estate Commission requirements at the time that the dispute becomes known to Broker.
4. Broker is authorized to instruct the closing notary to withhold and disburse, from the Owner's funds at closing, the compensation due Broker.
5. In the event that the property is leased or rented to the ultimate Purchaser, the Broker Protection Period shall extend to \_\_\_\_\_ days following the termination of the lease or rental period.
6. Should Broker file suit for non-payment of commission, Broker shall also be entitled to recover reasonable attorney fees and costs from Owner, including the reasonable charges of experts.
7. This agreement is binding upon the heirs, successors, and assigns of Owner and Broker.
8. Broker is authorized to provide copies of the Property Condition Disclosure form and the M.L.S. Property Data Sheet to interested parties, and Broker is held harmless and indemnified by Owner for any misrepresentations therein.
9. The property will be offered, shown, and made available in accordance with Federal Fair Housing Law.
10. This agreement may be signed in counterparts, and each counterpart will be considered an original, but all of which, when taken together shall constitute one instrument. The transmission or receipt of a facsimile (fax) or other electronic transmission of this agreement shall have the same effect as a paper documentation and manual signatures and initials.
11. Additional provisions: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Agency Disclosure**

Broker designates \_\_\_\_\_ as the Seller's Designated Agent(s), the only legal agent(s) of the Owner. Owner is advised that all potential purchasers will be represented by the Agent with whom they are working, regardless of their brokerage affiliation. Owner is advised to refrain from discussing the terms upon which Owner might sell or Owner's motivation for selling with anyone other than the Designated Agent(s). Broker reserves the right to name additional Designated Agents when, in Brokers discretion, it is necessary. Owner recognizes that the Designated Agent will attempt to interest Purchaser clients in the property, and that this will, with subsequent written consent of Purchaser and Owner, constitute "Disclosed Dual Agency."

Owner represents that the property was built before 1978? \_\_\_Yes \_\_\_No \_\_\_Unknown. If yes or unknown, provide Lead Based Paint Disclosure.

Broker is authorized to:  
Advertise property including Internet: \_\_\_\_\_Yes \_\_\_\_\_No

Place For Sale sign on property: \_\_\_\_\_Yes \_\_\_\_\_No.

Place keysafe on property: \_\_\_Yes \_\_\_No and holds Broker and Associates harmless from any responsibility or liability in connection therewith.

If the Broker participates in Internet Data Exchange (which allows MLS Brokers to publish listings of other MLS Participants on their websites), owner authorizes all MLS Brokers who participate in Internet Data Exchange to publish their property on the Broker's websites: \_\_\_Yes \_\_\_No.

**Owner acknowledges receipt of a copy of this contract, attachments/addendums thereto, and the Agency Disclosure form.**

Company: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Owner's Signature:

\_\_\_\_\_  
Date Signed.

- To help the buyer compare financing options.
- To provide information about comparable properties that have sold, so both clients may make educated buying/selling decisions.
- To disclose financial qualifications of the buyer/lessee to the seller/lessor.
- To explain real estate terms.
- To help buyers/lessees arrange for property inspections.
- To explain closing costs and procedures.

A dual agent **may not** disclose:

- Confidential information of one client to the other, without the client's permission.
- The price the seller/lessor will take other than the listing price, without the permission of the seller/lessor.
- The price the buyer/lessee is willing to pay, without the permission of the buyer/lessee.

## CONFIDENTIAL INFORMATION

**Confidential information** means information obtained by a licensee from a client during the term of a brokerage agreement that was made confidential by the written request or written instruction of the client or is information the disclosure of which could materially harm the position of the client, unless at any time any of the following occurs:

- The client permits the disclosure by word or conduct.
- The disclosure is required by law or would reveal serious defect.
- The information becomes public from a source other than the licensee.

Confidential information **shall not** be considered to be about the physical condition of the property.

Confidential information **can** be disclosed by a designated agent to his broker for the purpose of seeking advice or assistance for the benefit of the client.

## CONCLUSION

The Louisiana Real Estate License Law and the Louisiana Real Estate Commission Rules and Regulations require a real estate licensee to provide you with this informational pamphlet on brokerage agency relationships. For additional information on agency disclosure matters, visit the Louisiana Real Estate Commission website at:

[www.lrec.state.la.us](http://www.lrec.state.la.us)



Louisiana Real Estate Commission  
Post Office Box 14785  
Baton Rouge, LA 70898-4785  
1-800-821-4529 (LA only)  
1-225-925-1923

## CUSTOMER INFORMATION PAMPHLET

### *What Customers Need to Know When Working With Real Estate Brokers or Licensees*

As real estate transactions have become more complex and varied, real estate brokerage arrangements have evolved to meet the changing needs of customers entering this market. This pamphlet provides a description of the different types of brokerage arrangements available to customers, so that they may choose the brokerage services best suited to their needs.

Under Louisiana's real estate agency law, a licensee engaged in any real estate transaction shall be considered to be representing the person with whom he/she is working, unless there is a written agreement between the broker and the person providing that there is a different relationship or the licensee is performing only ministerial acts on behalf of the person.

A real estate broker and his/her associated licensees can provide valuable real estate services, whether in the form of basic customer services, or through client-level agency representation. The services you expect will depend upon the legal relationship you establish with the company. It is important for you to discuss the information contained inside with the real estate licensee, and to agree on whether your business relationship will be that of a customer or a client, and if a client, the type of agency relationship that will be in your best interest.

This information is provided in accordance with R.S. 37:1455 (A)(21) and R.S. 37:1467 to help you be more informed in the buying, selling, or leasing of real estate. In whatever manner you choose to be represented, the goal is generally the same. The real estate licensee is trying to assist you in the sale, purchase, or lease of real estate upon terms acceptable to all parties. For additional information, you may contact the Louisiana Real Estate Commission at 1-800-821-4529 or 1-225-925-1923.



## CUSTOMER

The **customer** is a person who is provided services by a real estate licensee, but who is not a client of the real estate licensee because the licensee is only performing ministerial acts. In this case, the real estate licensee is not acting as an agent. The actual services you receive from a real estate licensee depend on the arrangement that is established between you and the licensee.

Licensees are allowed to provide ministerial acts to customers without creating an agency relationship; ministerial acts are acts that a licensee may perform for a person that are informative in nature. Examples include, but are not limited to:

- Responding to phone inquiries by persons as to the availability and pricing of brokerage services or pricing on a particular piece of property or location of a property.
- Conducting an open house and responding to questions about the property from a person.
- Setting an appointment to view a property.
- Responding to questions from persons walking into a licensee's office concerning brokerage services offered or particular properties.
- Accompanying an appraiser, inspector, contractor, or similar third party on a visit to a property.
- Describing a property or the property's condition, in response to a person's inquiry.
- Completing business or factual information for a person represented by another licensee on an offer or contract to purchase.
- Showing a person through a property being sold by an owner on his/her own behalf.
- Referral to another broker or service provider.

## CLIENT

A **client** is one who engages a licensee for professional advice and services as their agent.

## AGENCY

**Agency** means a relationship in which a real estate broker or licensee represents a client by the client's consent, whether expressed or implied, in an immovable property transaction. An agency relationship is formed when a real estate licensee works for you in your best interest and represents you. Agency relationships can be formed with buyers/sellers and lessors/lessees.

## DESIGNATED AGENCY

**Designated agency** means the agency relationship that shall be presumed to exist when a licensee engaged in any real estate transaction, is working with a client, unless there is a written agreement providing for a different relationship..

- The law presumes that the real estate licensee you work with is your designated agent, unless you have a written agreement otherwise.
- No other licensees in the office work for you, unless disclosed and approved by you.
- You should confine your discussions of buying/selling to your designated agent or agents only.

## DUTIES THE DESIGNATED AGENT OWES A CLIENT

- To obey all lawful requests
- To promote your best interest
- To exercise reasonable skill and care

- To keep information that could materially harm your negotiation position confidential
- To present all offers in a timely manner
- To seek a transaction at the price and terms acceptable to you
- To account for all money or property received from the client in a timely manner.

*Note: When representing you as a client, your agent does not breach their duty to you by showing alternate properties to the buyers, showing properties in which you are interested to other buyer clients, or receiving compensation based on a percentage of the property sales price.*

## DUAL AGENCY

**Dual agency** means an agency relationship in which a licensee is working with both buyer and seller or both landlord and tenant in the same transaction. However, such a relationship shall not constitute dual agency if the licensee is the seller of property that he owns or if the property is owned by a real estate business of which the licensee is the sole proprietor and agent. A dual agency relationship shall not be construed to exist in a circumstance in which the licensee is working with both landlord and tenant as to a lease which does not exceed a term of three years and the licensee is the landlord.

Dual agency is allowed only when informed consent is presumed to have been given by any client who signed the dual agency disclosure form prescribed by the Louisiana Real Estate Commission. Specific duties owed to both buyer/seller and lessor/lessee are:

- To treat all clients honestly.
- To provide factual information about the property.
- To disclose all latent material defects in the property that are known to them.

(cont. on back)

## ACKNOWLEDGMENT

Your signature only confirms that you have received information on agency law and in no way enters you into a contract.

Buyer(s)/Lessee(s)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name and date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name and date

Seller(s)/Lessor(s)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name and date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name and date

Licensee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name and date

---

This form will be maintained by the real estate licensee for a period of five years, in accordance with Chapter 37, Section 3703.D of the Louisiana Real Estate Commission Rules and Regulations.

---



## DISCLOSURE AND CONSENT TO DUAL AGENT DESIGNATED AGENCY



This document serves three purposes:

- ⌘ It discloses that a real estate licensee may potentially act as a disclosed dual agent who represents more than one party to the transaction.
- ⌘ It explains the concept of disclosed dual agency.
- ⌘ It seeks your consent to allow the real estate agent to act as a disclosed dual agent.

A LICENSEE MAY LEGALLY ACT AS A DUAL AGENT ONLY WITH YOUR CONSENT. BY CHOOSING TO SIGN THIS DOCUMENT, YOUR CONSENT TO DUAL AGENCY REPRESENTATION IS PRESUMED. BEFORE SIGNING THIS DOCUMENT, PLEASE READ THE FOLLOWING:

The undersigned designated agent(s) \_\_\_\_\_  
(Insert name(s) of licensee(s) undertaking dual representation)  
 and any subsequent designated agent(s) may undertake a dual representation represent both the buyer (or lessee) and the seller (or lessor) for the sale or lease of property described as \_\_\_\_\_  
(List address of property, if known)

The undersigned buyer (or lessee) and seller (or lessor) acknowledge that they were informed of the possibility of this type of representation. The licensee(s) will undertake this representation only with the written consent of ALL clients in the transaction.

Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. The undersigned buyer (or lessee) and seller (or lessor) acknowledge that the licensee(s) has explained the implications of dual representation, including the risks involved. The undersigned buyer (or lessee) and seller (or lessor) acknowledge that they have been advised to seek independent advice from their advisors or attorneys before signing any documents in this transaction.

### WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT

- ⌘ Treat all clients honestly.
- ⌘ Provide information about the property to the buyer (or lessee).
- ⌘ Disclose all latent material defects in the property that are known to the licensee(s).
- ⌘ Disclose financial qualifications of the buyer (or lessee) to the seller (or lessor).
- ⌘ Explain real estate terms.
- ⌘ Help the buyer (or lessee) to arrange for property inspections.
- ⌘ Explain closing costs and procedures.
- ⌘ Help the buyer compare financing alternatives.
- ⌘ Provide information about comparable properties that have sold so that both clients may make educated decisions on what price to accept or offer.

### WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT

- ⌘ Confidential information that the licensee may know about the clients, without that client's permission.
- ⌘ The price the seller (or lessor) will take other than the listing price without permission of the seller (or lessor).
- ⌘ The price the buyer (or lessee) is willing to pay without permission of the buyer (or lessee).

You are not required to sign this document unless you want to allow the licensee(s) to proceed as a dual agent(s), representing BOTH the buyer (or lessee) and the seller (or lessor) in this transaction. If you do not want the licensee(s) to proceed as a dual agent(s) and do not want to sign this document, please inform the licensee(s).

By signing below, you acknowledge that you have read and understand this form and voluntarily consent to the licensee(s) acting as a dual agent(s), representing BOTH the buyer (or lessee) and the seller (or lessor) should that become necessary.

\_\_\_\_\_  
Buyer or Lessee

\_\_\_\_\_  
Seller or Lessor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer or Lessee

\_\_\_\_\_  
Seller or Lessor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Licensee

\_\_\_\_\_  
Licensee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Property Description (Address, City, State, Zip) \_\_\_\_\_

### INFORMATIONAL STATEMENT FOR LOUISIANA RESIDENTIAL PROPERTY DISCLOSURE

In accordance with Act 308 of the 2003 Louisiana Legislature (LSA-R.S. 9:3195-3199), effective July 1, 2004, a seller of residential real property must furnish purchasers with a Property Disclosure Document. A complete copy of these statutes can be found at [www.legis.state.la.us](http://www.legis.state.la.us). The required Property Disclosure Document may be in the form promulgated by the Louisiana Real Estate Commission ("Commission") or in another form that contains substantially the same information. The Commission form can be found at [www.lrec.state.la.us](http://www.lrec.state.la.us).

#### Who is required to make disclosure?

A seller's obligation to furnish a Property Disclosure Document applies to any transfer of any interest in residential real property, whether by sale, exchange, bond for deed, lease with option to purchase, etc.

The following transfers are exempt from the requirement to provide a Property Disclosure Document:

1. Court order transfers;
2. Transfers to a mortgagee by a mortgagor or successor in interest who is in default;
3. Transfers by a mortgagee who has acquired the property at a sale conducted pursuant to a decree of foreclosure or by deed in lieu of foreclosure;
4. Transfers by a fiduciary in the course of administration of a decedent's estate, guardianship, conservatorship or trust;
5. Transfers of new constructed property;
6. Transfers from one or more co-owners solely to one or more of the remaining owners;
7. Transfers pursuant to a testate or intestate succession;
8. Transfers of property that will be converted into a use other than residential;
9. Transfers of property to a spouse or relative in the bloodline;
10. Transfers between spouses resulting from a judgment of divorce or separate maintenance;
11. Transfers to or from any governmental entity;
12. Transfers from an entity that has acquired title or assignment of a real estate contract to assist the owner in relocation as long as the entity makes available certain disclosure documents;
13. Transfers to an inter vivos trust;
14. Acts that, without changing ownership, confirm, correct, modify or supplement a deed or conveyance already recorded.

**EXEMPTION:** In accordance with Act 308 of the 2003 Louisiana Legislature, the **SELLER** of said property is exempt from the requirement to provide a Property Disclosure Document.

Seller (sign) \_\_\_\_\_ (print) \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_  
 Seller (sign) \_\_\_\_\_ (print) \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

#### Rights of Purchaser and Consequences for Failure to Disclose

If the property disclosure document is delivered after the purchaser makes an offer, the purchaser can terminate any resulting real estate contract or withdraw the offer for up to 72 hours after receipt of the Property Disclosure Document. This termination or withdrawal will always be without penalty to the purchaser and any deposit or earnest money must be promptly returned to the purchaser (despite any agreement to the contrary).

#### Duties of Real Estate Licensees and Consequences for Failure to Fulfill Such Duties

Louisiana law requires real estate licensees to inform their clients of those clients' duties and rights in connection with the Property Disclosure Document discussed above. Failure to inform could subject the licensee to censure or suspension or revocation of their license, as well as fines. The licensee is not liable for any error, inaccuracy, or omission in a Property Disclosure Document, unless the person has actual knowledge of the error, inaccuracy, or omission by the seller.

#### Other Important Provisions of the Law

- A Property Disclosure Document shall not be considered a warranty by the seller.
- A Property Disclosure Document is for disclosure purposes only; it is not intended to be part of any contract between the seller and the purchaser.
- The Property Disclosure Document may not be used as a substitute for any inspections or warranties that the purchasers or seller may obtain.
- Nothing in this law precludes the rights or duties of a purchaser to inspect the physical condition of the property.

#### Key Definitions

- **Residential real property** is real property consisting of one or not more than four residential dwelling units, which are buildings or structures each of which are occupied or intended for occupancy as single-family residences.
- **Known defect** is a condition found within the property that was actually known by the seller and that results in one or all of the following:
  - (a) It has a substantial adverse effect on the value of the property.
  - (b) It significantly impairs the health or safety of future occupants of the premises.
  - (c) If not repaired, removed, or replaced, significantly shortens the expected normal life of the premises.

**PROPERTY DISCLOSURE DOCUMENT FOR RESIDENTIAL REAL ESTATE**

Answer all questions to the best of your knowledge. Explain any "yes" answers fully at the end of each section.  
Y = yes N= no NK = no knowledge

**SECTION 1: LAND**

- (1) Lot size or acres \_\_\_\_\_
- (2) Are there any servitudes/encroachments regarding the property, other than typical/customary utility servitudes, that would affect the use of the property?  Y  N  NK
- (3) Are there any rights vested in others? Check all that applies and explain at the end of this section.
 

Timber rights	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> NK	Common driveway	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> NK
Right of ingress or egress	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> NK	Mineral rights	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> NK
Right of way	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> NK	Surface rights	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> NK
Right of access	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> NK	Air rights	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> NK
Servitude of passage	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> NK	Usufruct	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> NK
Servitude of drainage	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> NK	Other _____	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> NK
- (4) Has any part of the property been determined a wetland by the United States Army Corps of Engineers under §404 of the Clean Water Act?  Y  N  NK
  - (a) Is such a determination pending?  Y  N  NK
  - (b) What date was determination made? \_\_\_\_\_

The Clean Water Act is a federal law that protects the wetlands of the United States. Section 404 of the Act contains permit requirements for altering or building on property that has been determined a wetland by the Army Corps of Engineers. The Corps may assess a fee to the **SELLER** or **PURCHASER** of a property for this determination. A property that has been determined a wetland may result in additional costs for a Section 404 permit. Documentation is attached and becomes a part of this property disclosure if the property described herein has been determined a wetland by the Corps.

- (5) Has any flooding, water intrusion, accumulation, or drainage problem been experienced with respect to the land? If yes, indicate the nature and frequency of the defect at the end of this section.  Y  N  NK
- (6) What is/are the flood zone classification(s) of the property? \_\_\_\_\_
  - (a) What is the source and date of this information? (Check all that apply.)  Survey/Date \_\_\_\_\_
  - Flood Elevation Certificate/Date \_\_\_\_\_

Question Number	Explanation of "Yes" answers	<input type="checkbox"/> Additional sheet is attached

**SECTION TWO: TERMITES, WOOD-DESTROYING INSECTS AND ORGANISMS**

- (7) Has the property ever had termites or other wood-destroying insects or organisms?  Y  N  NK
- (8) Was there any damage to the property?  Y  N  NK
- (9) Was the damage repaired?  Y  N  NK
- (10) Is the property currently under a termite contract?  Y  N  NK
  - (a) Name of company \_\_\_\_\_
  - (b) Date contract expires \_\_\_\_\_
  - (c) List any structures not covered by contract \_\_\_\_\_

Question Number	Explanation of "Yes" answers	<input type="checkbox"/> Additional sheet is attached

Y = YES N = NO NK = NO KNOWLEDGE

**SECTION 3: STRUCTURE**

(11) Are there any defects regarding the following? (Check all that apply and explain at the end of this section.)

- |                 |                            |                            |                             |                |                            |                            |                             |
|-----------------|----------------------------|----------------------------|-----------------------------|----------------|----------------------------|----------------------------|-----------------------------|
| Roof            | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Ceilings       | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Interior walls  | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Exterior walls | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Floor           | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Foundation     | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Attic spaces    | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Basement       | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Porches         | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Overhangs      | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Steps/Stairways | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Railings       | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Pool            | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Spa            | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Decks           | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Patios         | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Windows         | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Other _____    | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |

(12) Has any structure on the property ever taken water by flooding (rising water or otherwise)? If yes, give the nature and frequency of the defect at the end of this section.  Y  N  NK

(13) Is there flood insurance on the property?  Y  N  NK

(a)  Flood Insurance Policy/Date \_\_\_\_\_  Other \_\_\_\_\_/Date \_\_\_\_\_

(b) Does SELLER have a flood elevation certificate in SELLER'S possession that will be shared with BUYER?  Y  N  NK

(14) What is the approximate age of all structures on the property? Main structure \_\_\_\_\_  
Other structures \_\_\_\_\_

**SELLER must complete and provide the "Disclosure on Lead-Based Paint and Lead-Based Paint Hazard Addendum" that is included with this property disclosure if any structure was built before 1978.**

(15) What is the approximate age of the roof of each structure? Main structure \_\_\_\_\_  
Other structures \_\_\_\_\_

(16) Does the property contain exterior insulation and finish system (EIFS) or other synthetic stucco?  Y  N  NK

Question Number	Explanation of "Yes" answers	<input type="checkbox"/> Additional sheet is attached

**SECTION 4: PLUMBING, WATER, GAS, AND SEWERAGE**

(17) Are there any defects with the plumbing system?  Y  N  NK

(18) Are there any defects with the water piping?  Y  N  NK

(a) Are there any defects with the water quality, quantity, or pressure?  Y  N  NK

(b) The water is supplied by:  Municipality  Private utility  On-site system  Shared well system  None

(c) If there is a well, when was the last time the water was tested? Date \_\_\_\_\_  
Results \_\_\_\_\_

(19) Is there gas service available to the property/structure?  Y  N  NK

(a) If yes, what type?  Butane  Natural  Propane

(b) If yes, are there any defects with it?  Y  N  NK

(20) Are there defects with any water heater?  Y  N  NK

(a) Unit 1 \_\_\_\_\_  Gas  Electric (b) Unit 2 \_\_\_\_\_  Gas  Electric (c) Unit 3 \_\_\_\_\_  Gas  Electric

(21) The sewerage service is supplied by:  Municipality  Other  NK

**SELLER must provide the attached "Disclosure of Information about Residential Sewage Treatment Systems Addendum" if the property described herein is not served by a municipality waste treatment.**

Question Number	Explanation of "Yes" answers	<input type="checkbox"/> Additional sheet is attached

**Y = YES    N = NO    NK = NO KNOWLEDGE**

**SECTION 5: ELECTRICAL, HEATING AND COOLING, APPLIANCES**

For major repairs or replacements relative to Section 5, list the date and nature of the repair or replaced component at the end of the section.

- (22) Are there any defects with the electrical system?  **Y**     **N**     **NK**
  - (23) Are there any defects with the heating or cooling systems?  **Y**     **N**     **NK**  
 Unit 1     Unit 2     Unit 3
  - (24) What type of cooling system is installed?     Central     Window unit     Other  
 (a) Source:     Electric     Gas     Heat pump     Other  
 Unit 1     Unit 2     Unit 3
  - (25) What type of heating system is installed?     Central     Window unit     Other  
 (a) Source:     Electric     Gas     Heat pump     Other  
 Unit 1     Unit 2     Unit 3
  - (26) If a fireplace exists, is it working?  **Y**     **N**     **NK**  
 (a) What type is it?     Gas     Wood     Vented     Ventless     Electric     Other
  - (27) Are there any defects in any permanently installed or built-in appliances?  **Y**     **N**     **NK**
  - (28) What type of fire alarm system is installed?  None     Security/fire alarm     Battery powered unit that includes a 10-year sealed lithium battery
- | Question Number | Explanation of "Yes" answers | <input type="checkbox"/> Additional sheet is attached |
|-----------------|------------------------------|---|
|                 |                              |   |
|                 |                              |   |
|                 |                              |   |
|                 |                              |   |

**SECTION 6: MISCELLANEOUS**

- (29) Has there been property damage related to the land or the improvements thereon, including, but not limited to, fire, windstorm, flood, hail, lightning, or other property damage?  **Y**     **N**     **NK**
- (a) If yes, were all related property damages, defects, and/or conditions repaired?  **Y**     **N**     **NK**
- (30) What is the zoning of the property? \_\_\_\_\_
- (a) Has it ever been zoned for commercial or industrial?  **Y**     **N**     **NK**
- (b) Is the property located in an historic district?  **Y**     **N**     **NK**
- (31) Does the property and its present usage conflict with current zoning, building, and/or safety restrictions?  **Y**     **N**     **NK**
- (32) Are there any current or pending assessments, dues, liens, taxes owing on the property?  **Y**     **N**     **NK**
- (a) Is membership in a homeowners' association (HOA), condominium owners' association (COA), or property owners' association (POA) required as the result of owning this property?  **Y**     **N**     **NK**
- (b) Are any HOA, COA, or POA dues required?  **Y**     **N**     **NK**
- (c) If yes, what is the amount?    \$\_\_\_\_\_ per \_\_\_\_\_
- (d) Are there any pending special assessments?  **Y**     **N**     **NK**
- (e) If yes, what is the amount?    \$\_\_\_\_\_ per \_\_\_\_\_

**Any information contained in this property disclosure regarding homeowners' associations (HOA), condominium owners' associations (COA), or property owners' associations (POA) is summary in nature. The covenants and association governing documents are a matter of public record and can be obtained from the conveyance records on file at the Clerk of Court in the parish where the property is located.**

- (33) Are the streets accessing the property  Private     Public?  **NK**
- (34) Were any additions or alterations made to the property?  **Y**     **N**     **NK**  
 (a) If yes, were the necessary permits and inspections obtained for all additions or alterations?  **Y**     **N**     **NK**
- (35) Is there a homestead exemption in effect?  **Y**     **N**     **NK**
- (36) Is there high speed Internet access available to the property?  **Y**     **N**     **NK**
- (37) Is there any pending litigation regarding the property?  **Y**     **N**     **NK**

Property Description (Address, City, State, Zip) \_\_\_\_\_

(38) Does the property or any of its structures contain any of the following? (Check all that apply and provide the nature and frequency at the end of this section.)

- |                                       |                            |                            |                             |                        |                            |                            |                             |
|---------------------------------------|----------------------------|----------------------------|-----------------------------|------------------------|----------------------------|----------------------------|-----------------------------|
| Asbestos                              | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Formaldehyde           | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Radon gas                             | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Chemical storage tanks | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Contaminated soil                     | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Contaminated water     | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Hazardous waste                       | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Toxic Mold             | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Mold/Mildew                           | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Pets                   | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Electromagnetic fields                | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Crystal meth exposure  | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Contaminated drywall/sheetrock        | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |                        |                            |                            |                             |
| Other adverse materials or conditions | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |                        |                            |                            |                             |

Question Number    Explanation of "Yes" answers     Additional sheet is attached

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(39) Was SELLER (or previous owner) a recipient of a Road Home grant?                     Y     N     NK

**ACKNOWLEDGEMENTS**

I/We attest that the above statements and explanations have been provided by me/us and are true and correct to the best of my/our knowledge. (If either party is represented by a real estate licensee, your signature below acknowledges that you have been informed of your duties and rights under LSA-R.S. 9:3195-3199 and have read and understand the informational statement.)

Seller(s) acknowledge(s) that the information contained herein is current as of this date.

Seller (sign) \_\_\_\_\_ (print) \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Seller (sign) \_\_\_\_\_ (print) \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Buyer(s) signing below acknowledge(s) receipt of this property disclosure.

Buyer (sign) \_\_\_\_\_ (print) \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Buyer (sign) \_\_\_\_\_ (print) \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_



M.L.S. NUMBER (R) LIST PRICE \$ STATUS
MUNICIPAL AD (R) ZIP CODE UNIT # COMMUNITY SALE RENT:
(R) SUBDIVISION SUBDIVISION GATED YES NO (R) TOWN AREA - Z AREA - Y
(R) LEGAL PARISH (R) STATE LOT SIZE

TYPE OF LISTING

LISTING TYPE LIST OF SERVICES: NOTACPO NOTASO NOTAAPT NOTASCO NOTNEGS ASP

GENERAL INFORMATION

(R) TYPE HOME: SINGLE TOWN PATIO MOBILE CAMP MANUFAC CONDO TENANT NONE MODULAR
CONSTRUCTION: BRICKVN ALUMSID ASBEST CEDAR EIFS LOG STONE VINSID WOODFRM BRIKFRM OTHER BLOCK METAL STUCCO CONCRET CURTVAL
FOUNDATION: SLAB PIERBM MBR DESCRIPTION: REMOTE DOWN DRESSRM SUITE EFFICY WALKIN
LOT DESCRIPT: GOLF RETAINW LAKVIEW POND BAYOU LAKFRNT CANAL SWAMP RIVFRNT
BATH DESCRIPTION: DBL-LAV HOLLYWD TUB GARDTUB STMSHR STALSHR WRLPOOL TUBSHR
(R) YR BUILT: EST (R) BUILDING CONDITION: NEW REMOD EXIST UNCONST HISTORC SHELL EST
PARKING: (R) TYPE: CARPORT GARAGE NOCOVER LOCATION: ATTACH SLAB DETACH REARSID RV OVERSZD
(R) TOTAL BEDROOMS: (R) FULL BATHS: (R) STORIES:

INTERIOR FEATURES

(R) DINING: SEPARAT KIT - DIN LIV - DIN BREKFST EAT - KIT BREKBAR
(R) FIREPLACE: DESCRIPTION: WOODBRN GASSTRT DECOR (R) SQFT HEATED: GASLOG HETLATR STOVEWB
STORAGE: ATTIC BARN BOATHSE SHED INSIDE OUTSIDE WRKSHOP
(R) FLOORING: VINYL WOOD WWCRP PARQT SLATE BRICK CERAMIC MARBLE RUGS BLACTOP CARPET CONCRET DIRT METAL
(R) ROOMS: DEN GAME GARDEN LIBRAR LIVING DARK EXRCIS MUD CMPNOOK HEARTH STUDY
INTERIOR: ATTCFAN CATHCEL INTRCOM BURGBAR CENTVAC DOOROPN DROPSTR SAUNA SECSYS SKYLITE SMOKDET TRAYCEL VAULTED WTRSOFT WETBAR WHLCHR
(R) WINDOW COVERING: ALLREMN SOMREMN NONE WASHDRY LOC: UTLROOM BATH NONE CARPORT CLOSET GARAGE KITCHEN REMARKS COMMNTY

REMARKS:

LISTING OFFICE INFORMATION

(R) BROKER CODE (R) COMPENSATION (R) BROKER'S PHONE
(R) LIST ASSOCIATE NAME: (R) PUBLIC I.D. (R) ASSOCIATE'S PHONE
CO - LIST ASSOCIATE NAME: CO - LIST ASSOCIATE PHONE #: CO - LIST PUBLIC I.D.: CO - LIST EMAIL:

(R) INTERNET YES NO IDX YES NO AGENT EMAIL
VOW YES NO VIRTUAL TOUR

AGENT REMARKS:

Seller's Initials /

UTILITIES
(R) WATER: CITY COMMUN PRIVATE WELL
(R) SEWER: CITY COMMUN PRIVATE UNKNOWN SEPTNK
(R) HEATING: CENTRAL FLRFURN SPACE FUEL: ELEC GAS
(R) COOL: CENTRAL WINDUNT CENTUNT FUEL: ELEC GAS
APPLIANCES OFFERED
COOKTOP FUEL: ELEC GAS TYPE: SEPARAT RANGOVN
OVEN FUEL: ELEC GAS TYPE: SEPARAT DBLOVEN RANGOVN WRMDRWR
MISC APPLIANCE: JENNAIR GRILL FRIGREM HRDRSFC
BLTFRIG FOODPRC PANTRY SMHTOP
EXHOOD WINEFR ICEMKR
DISHWASHER: BUILTIN PORT
MICROWAVE: BUILTIN PORT
COMPACTOR: BUILTIN PORT
DISPOSAL: Y (YES)

ADDITIONAL FEATURES
FENCE TYPE: BOARD BARBWIR CHAIN RAIL NONE
(R) POOL: Y N DESCRIPTION: COCKTL THERPTC
ABVGRND INGRND SALTWTR
COMUNTY SAUNA PRVT
PATIO: COVERED PARTIAL NOCOVER
ENERGY FEATURES: ENRFFIC HETPUMP PWRVNTS STATELC
DEHUMID HUMIDFY INSLDOR INSLWND ZONEAIR
STRMDOR STRMWND SOLRPWR INLNHWH BLTGEN
MISC: EXTRLGT GASGRIL PLAYHSE
SPRNKSY PAVDRIV HOTTUB
GRNHSE PORCH SCRNPOR
WHLCHR
DECK: COVERED NOCOVER PARTIAL
(R) ELECTRIC CO:

SCHOOL DISTRICT:

OTHER INFORMATION
OWNER NAME:
(R) OCCUPIED BY: OWNER TENANT VACANT
(R) LIST DATE: mo day yr
HOA FEES HOA
POSSESSION: TBA CLOSING IMMED COMPLET
(R) EXPIRATION DATE: mo day yr
HOMESTEAD EXEMPTION: YES NO
(R) WARRANTY: SELLER AVAIL NONE

FINANCE INFORMATION
(R) MORTGAGE 1ST ASSUMABLE: YES NO Y/N QUAL Y/W QUAL
MORTGAGE 1ST BALANCE: MORTGAGE 1ST LOAN TYPE: ARM FIX GPM
1ST RATE: % MORTGAGE CONV VA FHA
1ST TYPE: PRIVATE NONE
1ST MORT PI: \$ TP: \$
1ST MORT YEARS: /
1ST MORTGAGEE:

CSS INFORMATION
ACCESS TYPE:
APPT INSTRUCTIONS:
(R) CSS YES NO
KEYWORDS:

RECEIPT OF THIS LISTING IS HEREBY ACKNOWLEDGED SELLER'S ADDRESS PHONE

ACCEPTED

REALTOR FIRM SIGNED OWNER DATE SIGNED

BY SIGNED OWNER DATE SIGNED

The information contained on the Data Input Form has been supplied by the seller and other sources and is believed, but not warranted to be accurate.