

***What happens when you get
professional, well-educated,
high-level purchasing representation?
Your dreams and desires become reality.
And the result?
Your dream home is BOUGHT!
Call today to schedule a consultation.***

Janet Anderson

***Art*
of
Home Selling**

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Code of Ethics



NATIONAL ASSOCIATION OF REALTORS®

REALTORS'® Pledge of Performance and Service

The NATIONAL ASSOCIATION OF REALTORS® adopted the Code of Ethics in 1913, following the professions of medicine, law, and engineering.

REALTORS® are real estate professionals who have chosen to join the National Association and abide by its strict Code of Ethics.

What does this mean to you? It means that any REALTOR® with whom you work has voluntarily agreed to abide by a Code of Ethics, based on professionalism and protection of the public.

REALTORS® are subject to disciplinary action and sanctions if they violate the duties imposed by the Code of Ethics.

The Code of Ethics is a detailed document that spells out the professional responsibilities of every REALTOR®.

Do not hesitate to ask a REALTOR® for a copy of the Code, including the Standards of Practice. The Code is your assurance of dealing with a professional who has your best interests in mind.

The Code of Ethics consists of seventeen Articles and related Standards of Practice. The basic principles of the Code are summarized below.

Please note that the following is not a substitute for the Code, but simply a general overview of the Code's key principles. For additional information about the Code of Ethics and its enforcement, speak with a REALTOR® or contact the local association of REALTORS® nearest you.

Duties to Clients and Customers

Article 1

REALTORS® protect and promote their clients' interests while treating all parties honestly.

Article 2

REALTORS® refrain from exaggeration, misrepresentation, or concealment of pertinent facts related to property or transactions.

Article 3

REALTORS® cooperate with other real estate professionals to advance their clients' best interests.

Article 4

When buying or selling on their own account or for their families or firms, REALTORS® make their true position or interest known.

Article 5

REALTORS® do not provide professional services where they have any present or contemplated interest in property without disclosing that interest to all affected parties.

Article 6

REALTORS® disclose any fee or financial benefit they may receive from recommending related real estate products or services.

Article 7

REALTORS® receive compensation from only one party, except where they make full disclosure and receive informed consent from their client.

Article 8

REALTORS® keep entrusted funds of clients and customers in a separate escrow account.

Article 9

REALTORS® make sure that contract details are spelled out in writing and that parties receive copies.

Duties to the Public

Article 10

REALTORS® give equal professional service to all clients and customers irrespective of race, color, religion, sex, handicap, familial status, or national origin.

Article 11

REALTORS® are knowledgeable and competent in the fields of practice in which they engage or they get assistance from a knowledgeable professional, or disclose any lack of expertise to their client.

Article 12

REALTORS® paint a true picture in their advertising and in other public representations.

Article 13

REALTORS® do not engage in the unauthorized practice of law.

Article 14

REALTORS® willingly participate in ethics investigations and enforcement actions.

Duties to REALTORS®

Article 15

REALTORS® make only truthful, objective comments about other real estate professionals.

Article 16

Respect the exclusive representation or exclusive brokerage relationship agreements that other REALTORS® have with their clients.

Article 17

REALTORS® arbitrate financial disagreements with other REALTORS® and with their clients.

Art of **Home Selling** *for a picture perfect sale*

Thank you for choosing me to represent your interests regarding your real estate needs.

I am looking forward to counseling with you further to explore how I can best support you in achieving your real estate goals. Every move is motivated by a desire to change your present circumstances, whether you are moving into your first home, moving up, downsizing, or moving out. It is my mission to assist you in achieving your objective as smoothly and successfully as possible.

This book is designed to prepare you for the many critical decisions that come with purchasing a home. I believe it is important that you have a full perspective of the process and know what questions to ask.

My intention is to demonstrate to you the value of superior service in one of the most important decisions in your life—purchasing a home.

Thank you for the opportunity to work with you. It is my pleasure to be of service!


Janet Anderson



Commonly Asked Buyer Questions

I went to an open house, and the listing agent said that he could represent me better and “fairer” than any other agent, so I really didn’t need a buyer agent. Is that true?

Of course agents try to be fair and nice to the buyer since they want to make the sale. But, because they are bound by Real Estate License Laws, the Law of Agency, and their Code of Ethics, they can only do so much without jeopardizing their license to practice. For instance, the listing agent cannot tell you if a property is overpriced or how to negotiate the best purchase price. Ask yourself . . . if the seller has representation, shouldn't you? As your buyer agent, I will always negotiate only in the best interest of you, the buyer.

Is there a contract or some other kind of paperwork associated with a buyer agent like there is with a listing agent?

For years, sellers have been entering into contractual relationships to “list” their properties with real estate brokers. They are called listing agreements. You establish a contractual relationship with us by signing a buyer agency agreement; just as a listing agreement makes the listing agent legally accountable to you and not to any seller. The buyer agency agreement is also a written commitment to you of services that we will provide.

Do “listing agents” prevent “buyers agents” from having full access to all the available properties through the Multiple Listing Service?

No! We belong to the Greater Baton Rouge Listing Service, so I can show you homes listed with any agent. In addition, since I represent you and not sellers, we regularly show homes that are For Sale By Owner and For Sale By Builder that are not listed in the MLS.

What if I can’t find a home that I like?

If you want to put things on hold for a while, don't worry about being locked into a lengthy contract with me. With our Preferred Buyer agreement, you can cancel at any time! We can start back up when there are more homes to choose from, when the market picks up, or whenever you wish. If you are just having trouble finding the perfect home, I will help you choose building lots, builders, and custom-built homes. In the process, I can save you time, effort, and money!

Isn't the agent who shows me the home representing me?

If you walk into an open house, or a new-construction-site model home and any agent tells you that they are the only one who can "write" up the paperwork, don't believe it! Agents who list properties enter into a signed contract with the seller to represent them in the sale of their property. This same contract may permit the listing agent to use "sub-agents" to help secure a sale. Sometimes these sub-agents will place a sign on the lawn that reads "Buyer Agent On Duty." Our advice is that unless you have previously interviewed the agent and have entered into a written Agency Agreement wherein they have promised to represent only your best interest and you trust him/her, walk away. You may find yourself working with an agent who is obligated to act in the best interests of the seller.

If you work for the buyer and you negotiate the price down, aren't you also lowering the amount of commission you will make? Isn't that a conflict of interest?

The difference is minimal. If we save you \$5,000 on the purchase price of your home, we would only earn approximately \$150 less in commission. Your goodwill and word-of-mouth advertising will be worth much more than that. We also have a legal obligation to represent your best interest.

I'm moving to another city. Can you find me a buyer agent at my destination?

Yes. As soon as you find out that you are moving, call me and I will provide you with the name and phone number of an Accredited Buyer Agent® nearest your destination. I will screen agents for you at absolutely no cost whatsoever!

If you are my buyer agent, how are you paid for your services?

There are several ways that I can earn my fee. It is always your choice. The typical fee paid to me at closing is paid by the seller and is usually divided between the listing broker (the company who has the home listed for sale) and my broker. Unless there are some unusual circumstances, my portion of the commission comes from the seller's proceeds of the transaction.

If I sign a Preferred Buyer Agreement with Janet Anderson, does it really matter? Does it really make a difference?

Absolutely! Yes! Let's put it this way: If you had to go to court, would you use the other person's attorney? The second you enter into a contract with an agent, he/she has responsibility and accountability duties. Real estate agents who act as seller agents must negotiate in the best interest of their clients (the sellers) and may not withhold information from them. Also, they must present their properties only in a favorable manner. Buyer agents negotiate in the best interests of the buyer, do not disclose confidential information about the buyer, and reveal all facts that affect the value of properties to the buyer.



Things Every Buyer Should Know Before Purchasing

- Property taxes and qualified home interest are deductible on an individual's federal income tax return.
- Many times, a home is the largest asset an individual has and is considered one of the safest investments available.
- A homeowner can exclude up to \$500,000 of capital gain if married filing jointly or up to \$250,000 if single or married filing separately. The home must have been the taxpayer's principal residence for the previous two years.
- A portion of each amortized mortgage payment goes toward the principal, which is an investment.
- A home is one of the few investments you can enjoy by living in it!
- The majority of the time, a REALTOR® can show you any home, whether it is listed with a company or a builder or is even a For Sale By Owner.
- Working with a REALTOR to purchase a For Sale By Owner property is very advantageous, because someone will be looking out for your best interests.
- A real estate professional who can provide you financial information with a computer will give you a distinct advantage in making the right decisions.
- A pre-approved program will actually approve you for a specific loan amount subject to the property.
- Your real estate professional can provide you with a list of items that you'll need to make a loan application, so you'll be ready when the time comes.
- The right to conduct a property inspection, included in your purchase agreement, gives you the ability to negotiate with the seller once you know all the facts about the property's condition.
- A Home Protection Plan can provide coverage for selected items, such as central heat and interior plumbing, built-in appliances, water heaters, etc. If the seller is not providing this coverage, you can purchase it yourself.
- Ask your real estate professional if he or she is familiar with the neighborhoods you want to live in. Ask how many homes he or she has sold in those areas in the past year.
- Working with a REALTOR who has an office "team" helps assure the buyer that the transaction will be handled smoothly.
- In a "seller's market," don't go looking for a deal. Set your sights on the right house for you, and then let your REALTOR help you negotiate the best price and terms.

Getting To Know Janet Anderson



Janet Anderson

Janet Anderson has been a licensed REALTOR® for 23 years. She is a Buyer Representation Specialist, Graduate of Realtor Institute, Certified Residential Specialist, Senior Real Estate Specialist, Seller Representation Specialist, Certified Distressed Property Expert, and Notary Public. Janet is a member of the National Association of REALTORS®, the Louisiana REALTORS® Association, and the Greater Baton Rouge Board of REALTORS®. She has been a multi-million dollar producer since she joined the RE/MAX Team in 1998 and has held either the President's Club or Executive Club award for production every year.

Janet specializes in Residential Real Estate, Commercial Real Estate, Multi-Family Real Estate and Relocation. She caters to Real Estate in Baton Rouge, Denham Springs, Watson, Walker, Prairieville, Baker, Zachary, and Port Allen.

Born and raised in Baton Rouge, Janet thoroughly enjoys the rich culture of the South. Before Real Estate, Janet spent 20 years as a legal secretary in corporate, tax banking law. Her passion for helping people was the deciding factor in changing careers. Her Legal and Notary Public backgrounds bring to the table knowledge of the entire home selling and buying process.

Janet married Duane in 2015 and between them they have five adult children and six grandchildren. However, it is truly Saint (miniature dachshund) and Angel (greyhound) who really run their home! Besides spending time with family, Janet enjoys traveling, cooking, and entertaining.

Janet will not quit until you are completely satisfied. With a calm manner she strives to make the process stress free. She goes well beyond the call of duty to make sure everything is right and every detail is handled professionally. You, the client are the most important to her.



Our Reputation Depends on Clients Like You

Janet did a great job of having our house listed where it got the most exposure to the right market. She also was there to answer my questions, and go beyond when the extra effort really counted. Her knowledge of the market, and also the legal aspects of real estate in this area, was very much appreciated.

We were really amazed at how simple Janet made selling our house! Everything went so smoothly that we were able to focus on other things, knowing Janet had the expertise to handle the rest. Janet kept us informed of the selling process every step of the way. Janet's professional communication and helpful service made this an excellent experience!

Janet excelled so well at the whole process of selling my home that it truly made selling the house a real pleasure. Thanks again!

Janet was always ready to assist me. She paid attention to my needs as well as my desire to buy a home. She took her time and let me make the decision. She emphasized what she felt would best meet my needs without overpowering me. I could not be happier with my home. It suits my family to a tee!

Even though there were "bumps in the road" to us buying this house, Janet took the time to explain things to us and reassure us. She was very compassionate and patient. We were first-time buyers and were naive about a lot of things. Janet was patient and thorough in explaining things to us. She did a great job easing our worries. God bless her.

Benefits of Working With Me to Buy Your Home

Acquiring real estate is a complex business. Mistakes can literally cost you thousands of dollars or the missed opportunity of owning the home of your dreams. As a buyer, you are always in competition with other buyers who are also looking to buy their dream homes. There is a vast difference in the level of expertise and quality of service provided by real estate agents.

**Give yourself the advantage of working with the very best.
Work with Janet Anderson!**

You'll get these value-added services that will make a big difference for you:

A Highly Trained Buyer Representative who focuses on finding the ideal home for you. We are fully committed to you throughout the entire buying process; our sole career is real estate.

A Computerized Tracking System that instantly alerts us about properties that come on the market and meet your needs. Through our sophisticated computer search system, we will constantly alert you to properties that meet your requirements as they hit the market and before most other real estate agents and their buyers even know about them. Through our website, ArtOfHomeSelling.com, you can choose to be notified by mail or e-mail about properties that match your criteria. This allows you to look at properties on your time and to review all of the details of each property.

The Largest Inventory of Homes for Sale to give you access to ALL listings, not just those on the Multiple Listing Service. We research new construction, contact For Sale By Owners, explore potential relocation clients, and stay abreast of clients who may be considering selling their homes but haven't put them on the market yet.

Expert Negotiation Skills. We have helped 25 families move in the past year; the average real estate agent sells less than twelve properties a year. This level of success is a testimonial to the expertise and negotiating skills that give our clients a major advantage over buyers working with other agents.

A Highly Trained Team of Specialists who work together as a cohesive unit to make sure that all of the important details are handled perfectly—and all at no cost to you!



Preparing to Purchase Your New Home

Before you begin the home-buying process, find out from your lender the largest amount for which you can qualify for to purchase a home. You can always choose to spend less. It is very easy to become excited about features found in homes out of your range.

(Please see our section on Getting Pre-Approved for a Loan for additional information)

Please take a moment to decide what features are “Must Haves” (location, number of bedrooms or bathrooms, garage, etc.) and which features are “Wants” (fireplace, den, spa, split floor plan, etc.). When you meet with us, we will talk with you regarding the features you are looking for in your home.

Use the following page as a point of reference for your meeting. Oftentimes, people change their minds regarding what they are searching for. Please make sure to let us know if any of your parameters change during the searching process. That way, we can better serve you and help you find the home that meets your criteria sooner.



Personal Buyer-Profile Sheet

Name(s): _____ Date: _____

Address: _____

City: _____ State: _____ ZIP: _____

E-Mail: _____

Telephone Home: _____ Daytime Phone: _____

Number of persons in household: _____

Children's names and ages (if applicable): _____

Which of the following are important to you in this home purchase? (Check all that apply)

Community Services

- ☐ Day care services available
- ☐ YMCA/park-district facilities
- ☐ Churches
- ☐ High-quality healthcare

Convenience

- ☐ Close to present or future job
- ☐ Near grocery and other stores
- ☐ Park/play area
- ☐ Easy freeway access

Neighbors

- ☐ Relatives/friends in the neighborhood
- ☐ Children for your kids to play with
- ☐ Active community groups

Amenities

- ☐ Gas Stove
- ☐ Outside storage
- ☐ Large front/back yard
- ☐ Energy Efficient Appliances

Home Requirements (please elaborate)

☐ Age of home: _____

☐ Number of bedrooms: _____

☐ Number of bathrooms: _____

☐ Home style

☐ Price range: _____

☐ Square footage of living area: _____

☐ Pool: _____

☐ Other: _____

The Top Features I Want in My Home!

I must have the following in my new home:

I would like to have the following in my new home, but they aren't necessary in order for me to buy the property:

I would like to stay within the following areas:

See the previous page for specific items if you're finding challenges in listing features.



Purchasing New Construction

Why you should use Janet Anderson to purchase a New-construction home

The advantages of having us help you purchase a new home are the same as those for purchasing a resale home. We can provide you with valuable insight into the new construction industry, help you find the perfect home quickly, and then provide you with expertise in contract writing, negotiation, and closing assistance. The builder has a professional real estate representative who watches out for his or her best interests, and you need and deserve the same expert representation watching out for yours.

Buying a new home is a little more difficult and time-consuming than buying a resale home. We can professionally guide you through this process. Having spent years working with builders, Janet Anderson has a rapport with them and a database of information about subdivisions, floor plans, etc. We are also very familiar with new home warranties and the nuances of the builder's purchase contracts and various home inspections.

It is very important that your interests be professionally represented when you are entering into a contract for a semi-custom or a build-to-suit home. These transactions are complex and the contract details must be exactly in order to protect you and to ensure that you get exactly the home you want!

And when it comes to the home inspection, we will explain to you why it is essential to hire an independent home inspector to thoroughly inspect a newly constructed home.

Are there any advantages to not using an agent to purchase a new home?

There is no financial advantage for you to buy directly from the builder. Builders have a "single price" policy, meaning that you will be charged the same price whether your interests are represented by an agent or not. Just as in any resale, the seller pays your agent's fee. Most builders will make you give up your right to representation if you visit their model homes without an agent on the first visit. Therefore, please call us if you would like to look at some model homes, so you are given the representation you deserve!



Why Buy?: Renting Vs. Buying Your Home

Pride in Owning:

Most people buy homes to have control over where they live. Although investment features are important, the psychological reasons for buying—the satisfaction of owning and freedom from paying rent—are at least as important.

In a survey done by the National Association of REALTORS® of 6,000 homeowners and 2,000 renters—perhaps the largest survey ever of attitudes toward home ownership—it was shown that 76% of owners and 66% of renters considered pride of ownership an important reason for buying.

Dislike Paying Rent:

Close to 7 in 10 of almost equal portions of owners and renters expressed a dislike of paying rent as an important reason to buy. Renting offers a lifestyle that's nearly maintenance-free. That may appeal to you, but consider that renting offers you no equity, no tax benefit, and no protection against regular rent increases. Writing a rent check is just like watching your hard-earned money sail away!

Settling Down:

More than 6 in 10 renters said “settling down” was an important reason to buy.

Good Investment:

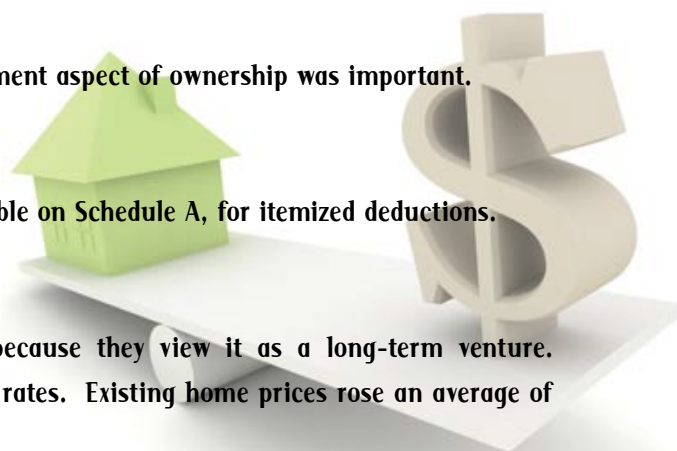
76% of owners and 69% of renters said that the investment aspect of ownership was important.

Tax Advantages:

Property taxes and qualified home interests are deductible on Schedule A, for itemized deductions.

Long-Term Appreciation:

People consider homeownership a good investment because they view it as a long-term venture. Historically, home prices have risen at relatively steady rates. Existing home prices rose an average of 4% per year between 1980 and 1992.



Leverage Investment:

People borrow a great deal to buy homes, yet they receive the full benefits of price appreciation. In the long run, investments in homes far outpace inflation rates.

Source of Savings:

Homeownership always has been and continues to comprise the single largest source of savings for American households. Homeowners build equity and can borrow against it.

Sacrifices Are Worth It:

Almost 7 in 10 renters in the National Association of REALTORS homeownership survey said that they planned to buy a home in the future. More than three-quarters of these people said they were willing to sacrifice to do that.

The Real Cost of Renting

Based on a 6% Rental Increase Each Year, If You Now Pay...

Monthly	\$600	\$700	\$800	\$900	\$1,000	\$1,200	\$1,400	\$1,600
This year	\$7,200	\$8,400	\$9,600	\$10,800	\$12,000	\$14,400	\$16,800	\$19,200
Next year	\$7,632	\$8,904	\$10,176	\$11,448	\$12,720	\$15,264	\$17,808	\$20,352
3rd year	\$8,090	\$9,438	\$10,787	\$12,135	\$13,483	\$16,180	\$18,876	\$21,573
4th year	\$8,575	\$10,005	\$11,434	\$12,863	\$14,292	\$17,151	\$20,009	\$22,868
5th year	\$9,090	\$10,605	\$12,120	\$13,635	\$15,150	\$18,180	\$21,210	\$24,240
6th year	\$9,635	\$11,241	\$12,847	\$14,453	\$16,059	\$19,270	\$22,482	\$25,694
7th year	\$10,213	\$11,916	\$13,618	\$15,320	\$17,022	\$20,427	\$23,831	\$27,236
8th year	\$10,826	\$12,631	\$14,435	\$16,239	\$18,044	\$21,652	\$25,261	\$28,870
9th year	\$11,476	\$13,389	\$15,301	\$17,214	\$19,126	\$22,951	\$26,777	\$30,602
10th year	\$12,164	\$14,192	\$16,219	\$18,246	\$20,274	\$24,328	\$28,383	\$32,438
TOTAL	\$94,901	\$110,721	\$126,537	\$142,353	\$158,170	\$189,803	\$221,437	\$253,073

**Think about the home you could have purchased using that money.
Not to mention the potential annual tax deduction for mortgage interest paid!**

Step by Step: The Buying Process

START

Find a REALTOR® you can trust

Now that you have chosen a specialized buyer representative who you can trust, you have accomplished the first step in the home-buying process. We will make sure that all of your needs are met and will be representing you through the entire process of buying your new home.

Get Pre-Approved

We feel an important aspect when starting the process of buying a home is to meet with a lender and get a pre-approval. Your buyer representative can put you in contact with a lender, if you desire, who can give you information about your approval and also explain some of the financing options available to you.

Obtain a Home Inspection

Final details are handled and inspections are performed to ensure that the property is "perfect" for you. Contract details are further negotiated from here.

The Accepted Offer

When the seller accepts your offer, you will have what we call a pending offer. You want to make sure that every detail is handled accurately and immediately. We will ensure that your home closes properly and on time.

Negotiate repairs with the seller and submit inspections to the loan officer.

Complete the loan process.

Well/septic/as-built appraisal ordered and title.

FINISH

Welcome to your new home!

Now the home is yours. After the deed is recorded and possession date is decided upon, pick up the keys and move into your new home!

Signing the Loan Documents

Finalizing the Lender's Commitment. Be prepared to bring your cashier's check, insurance binder, and driver's license to the closing. The next steps you take will be into your new home!

Buying a home is a long process full of many steps; some big, some small. This chart will help you get a look at what you will be dealing with along the way and help you be prepared as you get ready to buy your home.

Consulting Session

Your buyer representative will meet you one on one to discuss the features you desire in a home as well as to pin-point the area you wish to live in.

View Homes with Us

Once you've established the type of home you're searching for, it's time to start looking. Your buyer representative is available, by appointment, to help you find your dream home.

Select your home

Make an Offer

When you find your dream home, you should present a competitive offer immediately. your buyer representative has extensive experience in contract negotiations; he or she will ensure that you get the home you want for a fair price-a transaction in your best interest.

Negotiate any counteroffers

Loan package submitted to underwriting and a possible request for additional information

Final approval and Final inspection of home repairs.

Documents are drawn by the lender and sent to the title company.

Obtain fire/homeowners' insurance



Preferred Buyer Agreement

I will be devoting a lot of time and energy to helping you find the perfect home. To provide the type of service that I do requires a huge financial investment on my part and I am working with a very large customer base. I am committed to helping you find the perfect home and I want you to be equally committed to me. That is why I require each of my new clients to sign our Preferred Buyer Agreement.

This agreement simply states that when you buy a home in our coverage area, you agree to buy the home through me and not through any other agent. This assures me that I will be compensated for the time and energy that I devote to you and that I will be able to continue setting a higher standard.

About Me

Janet Anderson helped 25 families buy homes in the past year alone. The average real estate agent sells less than 12 properties a year.

I have been in the business here since 1996, and that translates into valuable experience for you—the buyer. And because I work with so many people, I often get to see new listings before other agents and their clients.

I ensure that your transaction is handled in such a way that I help eliminate the stress for you. I am very good at what I do, and I can help you make the move into your new home an enjoyable experience.

Because I am so good at what I do, I am working with 30 active clients at any given time. Therefore my time is valuable. It takes a lot of energy and effort to help you and our other clients find perfect homes. That's why I ask you to sign a contract with me stating that if I give you my best effort you will buy from me. While I try to make all transactions as simple and seamless as possible, I have the ability and capability to be as sophisticated as I need to be.

I will search diligently for properties that fit your needs. When you are ready to put me to work for you, please sign this agreement. It will be my pleasure to help you find the perfect home. I hope that this answers your questions, but if you have any additional questions at all, please ask.

Preferred Buyer Agreement

I will provide you with the following services:

- I will arrange a free, no-obligation pre-qualification meeting for you with a foremost lender to find out exactly how much you qualify to borrow.
- I will search the Multiple Listing Service for all homes listed by real estate companies to make sure that you know about every home or building site for sale in your price range. If you want a new home, I'll find the builder who will build you the most home for the best price.
- I will arrange private showings for any and all homes you wish to see or I will coordinate meetings for you with the best homebuilders in the area.
- I can help you with negotiation and purchases of any For Sale By Owner homes.
- When you find the right home or builder, I'll assist you with preparing an acceptable offer that is in your best interest.
- I will strategize about the offer price, financing terms, interest rate, and possession date.
- I will recommend the best services: home inspections, appraisal, and home warranty.
- I will obtain answers to any and all questions you may have.
- I will present the offer on your behalf to the seller, the builder, the For Sale By Owner, or the seller's agent. I will negotiate in your best interest at all times to get you the best deal possible.
- I will help you find the greatest possible financing.
- I will work hard to ensure that you receive exceptional service from everyone involved with your home loan.

You agree:

- To immediately seek pre-approval from a home lender if your pre-qualification goes well.
- To notify us of any listed homes you wish to inspect or builders you wish to interview.
- To inform builders, For Sale By Owners, and real estate agents that you are working with us.
- To make any offer on any home or new construction through us.
- That you are under no obligation to buy or build a home.
- That, for all these services, you owe us nothing. Our fee will be paid by the builder or seller on any home that you purchase or build.
- That if you choose to purchase a property from another real estate firm, For Sale By Owner, or builder without using us, then you agree to pay Janet Anderson & Company a fee of \$750 for our time, effort, and services.

This agreement expires one year from today's date and is applicable only within this area.

Buyer's Signature

Date

Buyer Representative's Signature

Date

Please sign, remove from the book, and present to me at your next appointment.



If you see a REALTOR® sign . . .

If you see another company's ad . . .

If you see a For Sale By Owner sign . . .

If you hear about a property for sale . . .

If you see an open house sign . . .

Call Janet Anderson!

225-252-3119

225-291-1234



Getting Pre-Approved

It is extremely important that you connect with a qualified lender. I can recommend lenders who have earned my trust and with whom I've had good experiences in the past. The lender will review your financial position to determine the price most suited to your ability to pay and your comfort level.

The pre-approval process will help you in the following ways:

- You will know in advance what your payments will be.
- You won't waste time considering homes you cannot afford.
- You can select the best loan package without being under pressure. There are many options and programs to choose from in today's market. Your lender will explain the alternatives to help you select the one best suited for you.
- Sellers will find your offer to purchase more favorable if they know in advance of your ability to secure financing. This will make your offer more competitive if you are in competition with other offers. Nowadays, most listing agents require a pre-approval letter to accompany all purchase agreements.
- You'll have an estimate of your closing costs and I will explain them to you in detail.
- You'll have peace of mind.

On the following page is a checklist of everything you will need when applying for a loan so you can be ready when meeting with a lender.

Best Piece of Advice

Take the pre-qualification one step further and get a full loan approval. This is the best approach!

Loan-Application Checklist

General:

- ☐ Picture ID with social security number of borrower and co-borrowers.
- ☐ Application fee.
- ☐ Name and complete address of all landlords for the past two years.
- ☐ Income verification as follows:
- ☐ Employment history for the past two years including names, addresses, phone numbers, and length of time with each company.
- ☐ Copies of your most recent pay stubs and W-2 forms (past two years).
- ☐ Verification of other income (social security, child support, retirement, etc.).
- ☐ If self-employed, you need copies of the past 2 years' signed tax returns, including all schedules, and a signed profit-and-loss statement for the current year. Retirees need tax returns for the past 2 years.
- ☐ If you have rental-property income, bring a copy of all lease agreements.

Assets:

- ☐ Copies of all bank and credit union statements for the past three months.
- ☐ Copies of all stock/bond certificates and/or the past three statements from all investment and retirement accounts.
- ☐ Prepare a list of household items and their values.
- ☐ Copies of title documents for all automobiles, boats, motorcycles, etc.
- ☐ Face amount, monthly premiums, and cash values of all life insurance policies. (Cash value may be used for closing costs or down payments. You need documentation from the carrier indicating cash value.)

Creditors:

- ☐ Credit card account numbers, current balances, and monthly payments.
- ☐ Installment loans (car, student, etc.). Same details as for credit cards.
- ☐ Mortgage loans (property addresses, lenders and lenders' addresses, account numbers, monthly payments, and balances owned on all properties presently owned or sold within the last two years).
~Bring proof of sale of properties sold.
- ☐ Child-care expenses/support (name, address, and phone number of provider).

Other:

- ☐ ~Bankruptcy: ~Bring discharge and schedule of creditors.
- ☐ Adverse credit: ~Bring letters of explanation.
- ☐ Divorce: ~Bring divorce decrees, property settlements, quitclaim deeds, modifications, etc., for all divorces for yourself and your spouse.
- ☐ VA only: ~Bring Form DD214 and Certificate of Eligibility.
- ☐ Retirees: ~Bring retirement and/or social security award letter.



Helpful Tips on Finding Your Home

Viewing Homes

After your initial counseling session (either via e-mail, phone, or a face-to-face interview), Janet Anderson will have a good idea of your wants, needs, price range, and desired location and will enter your requirements in the Multiple Listing Service (MLS) computer. From the many listings in its inventory, the computer will print a list of homes tailored just for you. I will make arrangements to show you those homes that meet your criteria.

As you walk through the homes, feel free to open cabinets and closets. Most often, the sellers will be absent, but should they be present, they will understand your need to examine the home carefully. When a home appeals to you, make notes. It is easy to forget details. Often there will be information at the home and, whenever possible, we will have given you a copy of the MLS information on the home you are viewing.

Don't be surprised if the first home you see is the perfect one for you, and don't be discouraged if none of those you visit the first day are what you want. I am committed to finding the house that you will call home, and I will work diligently until you find it. Usually, I will be able to find the home of your dreams rather quickly from a selection of three to five homes that best fit the desires you expressed.

During the Home Search We Will:

- Discuss the benefits and drawbacks of each home in relation to your specific needs.
- Keep you informed on a regular basis.
- Check the MLS database and with other brokers daily for new listings that meet your criteria.
- Keep you up to date on changing financial conditions that may affect the housing market.
- Be available to answer your questions or to offer assistance regarding your home purchase.
- Discuss market trends and values relative to properties that may be of interest to you.
- Show you new homes as well as pre-owned homes if you desire.
- Assist you with homes offered by the sellers' themselves as For Sale By Owner (FSBO) listings.

The Neighborhood

There are many factors when selecting a neighborhood that's right for you. Below are just a few of the many factors. You may think of others that are important to you. Write them down and let us know what you think!

Neighborhoods have characteristic personalities designed to best suit single people, growing families, two-career couples, or retirees. Investigate to determine if the neighborhood matches your lifestyle and personality.

It is important to scout out the neighborhood in person. You live in more than your house. Here are some tips on getting to know the area:

- Talk to the people who live there. If you see someone outside, introduce yourself and get their opinion.
- Drive through the entire area at different times of the day, during the week, and on weekends.
- Look carefully at how well other homes in the area are being maintained; are they painted, are the yards well cared for, are parked cars in good condition, etc.

Neighborhood Factors to Consider

- Look for things like access to major thoroughfares, highways, and shopping.
- Listen for noise created by commerce, roads, railways, public areas, schools, etc.
- Smell the air adjacent for adjacent commerce or agriculture.
- Check with local civic, police, fire, and school officials to find information about the area.
- Research things like soil and water.
- Does the neighborhood belong to a Homeowner's Association?
- Look at traffic patterns around the area during different times of the day and drive from the area to work.
- Is the neighborhood near parks, churches, recreation centers, shopping, theaters, restaurants, public transportation, schools, etc.?

Best Piece of Advice

A homeowner who is trying to sell his home himself is usually doing so in hopes of saving the commission. Coincidentally, this is the reason a buyer wants to deal directly with a homeowner. Many times a homeowner will work with an agent, even though his home is not listed, if the agent introduces the buyer to the property. If you should see a FSBO and want the advantages of our services, please let us contact the owner and set the appointment.

As members of the MLS, we can show you any property. If you should see an ad in the newspaper or a sign in a yard, call us to find out the information you're looking for. If you want to view the home, we'd be happy to show it to you!



Estimated Time Chart

The following timetable has been suggested to give you an idea of the timing of the different events in the home-buying process. It is meant to be a guide and if you have any questions, please ask us.

First Week

- ☐ Deposit earnest-money check.
- ☐ Make loan application.
- ☐ Arrange for property inspections.

Second Week

- ☐ Attend property inspections.
- ☐ Make repair requests to seller.
- ☐ Confirm that all information requested by the mortgage company has been submitted.

Third Week

- ☐ Confirm that repairs have been completed.
- ☐ Call to find out if mortgage company needs additional information.
- ☐ Arrange for mover.

Fourth Week

- ☐ Walk through home to verify completed repairs.
- ☐ Arrange for cashier's check for closing.
- ☐ Arrange for settlement and signing of papers.
- ☐ Arrange for transfer of utilities.
- ☐ Arrange for exchange of keys and personal items.

Service Providers to Accommodate Your Needs

Air Conditioning/Heating

Perfect Temp
Mickey Gautreaux
225-200-3415

Appraisers

Tucker & Associates
Rudy Tucker
225-755-2138

Home Furnishings

Holly Harrison Interiors
Joe Mulkey
225-266-2962

Home Inspectors

Advantage Services
225-753-8114

Insurance Services

AllState Insurance
Jay Thomas
225-272-5296

Landscaping

Canova Design & Construction
Brad Canova
225-268-5149

Pest Control

Advantage Pest Services
Jeff Richards
225-936-6509

Mortgage Lenders

Charlotte Guidroz
Union Home Mortgage
225-281-6101

General Maintenance & Repair

Calvin's Maintenance
225-752-5014

Pool Care

Crystal Clear Pool Service
225-753-1766

Roof Repair and Replacement

Frank Catanzaro
225-335-1380

Home Additions & Remodeling

Combetta's General Construction
Randal Combetta
225-413-9520

Craftsman Plus

Eric Dauzat
225-939-7344



After Finding Your Home: The Home Inspection

It's easy to make sure that the home you've chosen is a smart buy. By having a home inspection, the home's vital systems are checked. A home inspection allows you to purchase your home with confidence. We will help you schedule an inspection after you have chosen the home you like. Janet Anderson recommends the following minimum standards when choosing an inspector:

- Membership in ASHI (American Society of Home Inspectors) and adherence to its Standards of Practice and Code of Ethics.
- Written report at the time of inspection.

Your inspection report should include the following:

Foundations, basements, and structures

- Basement floor and walls, proper drainage and ventilation, evidence of water seepage.
- Exterior siding, windows, and doors.
- Exterior walls, windows, and doors; porches, decks, and balconies; garage.

Roof

- Roof type and material, and condition of gutters and downspouts.

Interior plumbing system

- Hot-and-cold water system, the waste system and sewage disposal, water pressure and flow, and hot-water equipment.

Electrical system

- Type of service, the number of circuits, type of protection, outlet grounding, and the load balance.

Attic

- Structural, insulation, and ventilation information.

Energy source, type of cooling equipment, capacity, and distribution

Interior walls, ceilings, floors, windows, and doors

Stairways, cabinets, and countertops

Fireplace

- Notes about the chimney, damper, and masonry.

Garage

- Doors, walls, floor, opener.

Appliances

- Includes a wide range of built-in and other home appliances, smoke detectors, and television/cable hookups.

Lot and landscaping.

- Ground slope away from foundation, condition of walks, steps, and driveway.

Central heating system

Home Inspections and Why You Should Obtain One

Home inspections are a routine part of nearly every residential purchase, whether a resale or, yes, even a new-construction home. Why, you might ask? Here are a few areas home inspectors look at:

Structural: Many home-inspection organizations, such as ASHI (American Society of Home Inspectors), have set standards on certain areas of the home that the home inspector looks at to determine the integrity of the essential internal and external structural components. Home inspectors are not structural engineers, but they can identify visual defects in areas requiring immediate repairs and will recommend a structural engineer should they feel it is warranted.

Electrical: Do all the outlets work? Are the GFCI (ground-fault circuit interrupters) operational? Is there any reverse polarity? Is there evidence of double lugging of breakers at the service panel? Any wiring not properly encased? Landscape watering or lighting systems improperly installed?

Plumbing: Are there any leaks or annoying drips? Are there any pipes that are vibrating because they are not properly secured? Reverse hot and cold taps in bathrooms or kitchen? Are there any toilets not secured to the floor? What about cracks in the shower-tub surrounds? Is the water pressure sufficient? Are there any slow-draining sinks or tubs?

Built-In Appliances: All appliances are tested, including running a dishwasher cycle, testing microwaves, and checking oven temperatures and burners.

Safety Hazards: Some of these items cross over electrical and plumbing and include making certain hot-water tanks are secured; verifying there is proper ventilation of all systems supplied by natural gas; and testing temperature variations on the furnace, weather conditions permitting.

Miscellaneous: Other items may or may not be included, but should be reviewed by a qualified professional, such as wells, septic systems, roofs, sufficient sealing of flashings, noting cracked tiles, exposed felt underlayment, adequate attic insulation and ventilation, drainage problems, wood decks, wood-infestation evidence (dry rot), patios, or other exterior structures.

You might question the necessity of an inspection on new construction. However, realize that even though city inspectors have passed certain phases of the construction process and the home has received a certificate of occupancy, there could be numerous small items that may require attention that may or may not surface during the course of homeownership and yet could be a potential structural or safety hazard. Home inspectors provide a unique customer service in identifying existing or potential problems and longevity or life expectancy of many systems in your home.

Buyer's signature below signifies receipt of this notice:

Buyer's Signature

Date

Buyer Representative's Signature

Date

Please sign, remove from the book, and present to us at your next appointment.

Visit Our Websites

www.artofhomeselling.com

My main website has a lot to offer. Here are some of the features you will find: Neighborhood information, facts about today's real estate market, guidance through the home-buying process, resources for what you will need after you move, and information to make the buying process as smooth as possible.

www.batonrougehomestoday.com

Visit my blog site for up to date market reports, my newest listings and information for upgrading your home or which market is hot right now. My blog is filled with information for both buyers and sellers.

www.janetanderson.com

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twitter



www.activerain.com/batonrougebyjanet

www.instagram.com/artofhomeselling

Instagram



Understanding Your Closing Costs

The seller can normally be expected to pay for:

- Real estate commission.
- Owner's title-insurance premiums.
- Half of the escrow fee (except for VA loans, where the seller pays 100%).
- Payoff of all loans in seller's name.
- Fees, re-conveyance fees, and prepayment penalties.
- Home warranty according to the contract, if any.
- Any judgments, tax liens, etc., against the seller.
- Recording fees to clear all documents of record against the seller.
- Tax pro-ration. This is for any unpaid taxes at the time of transfer of title.
- Any unpaid homeowner-association dues.
- Any assessments according to the contract.
- Any and all delinquent taxes per the contract.
- Appraisal.
- State real estate tax fee.
- Sales tax.
- New approval of well, septic, and as-built survey (if required).
- Re-inspection fee with appraiser or home inspector (as negotiated in contract).
- Half of the document-preparation fee (unless VA or FHA loan; then the seller pays 100%).

The buyer can normally be expected to pay for:

- Lender's title-policy premium—American Land Title Association (ALTA).
- Half of escrow fee (unless you are a veteran and getting a VA loan; then the seller pays 100%).
- Recording charges for all documents in buyers' names.
- All new loan charges (except those required of the seller by the lender).
- Interest on a new loan from date of funding to 30 days prior to first payment date.
- Assumption/change-of-records fees for takeover of existing loan.
- Home warranty according to contract.
- Fire-insurance premium for the first year.
- Home inspection.
- Reserve account for taxes and insurance.
- Flood-certification fee.

There are some mandatory costs:

- Both FHA and VA require that the seller must pay for document preparation, tax service, warehousing, and loan-review fee (if any).
- VA: 100% of escrow closing fee.



C.L.U.E.[®] Home Seller's Disclosure Report Don't Buy A Home Without It!

As a home buyer, you want to make sure that the house you've fallen in love with is a house you can live in. You need to feel comfortable that your new home's past will not come back to haunt you in the form of higher premiums for your homeowner's insurance.

The C.L.U.E. Home Seller's Disclosure Report

When making the decision to purchase a home, you need to know the prior loss history of that home. That's why ChoicePoint offers the C.L.U.E. Home Seller's Disclosure Report. It's a report that is offered to a home's owner, and it can give you, the home buyer, confidence when purchasing a home. You'll gather information about losses on the home so you can make an educated decision about one of the biggest purchases you'll ever make.

About C.L.U.E.

C.L.U.E. stands for Comprehensive Loss Underwriting Exchange, which is a database featuring loss information submitted by insurance companies. A C.L.U.E. report provides a five-year history of losses that have been filed against an insurance policy associated with a given property. The report provides information including the dates and types of losses and the amounts paid for each loss.

C.L.U.E. Home Seller's Disclosure Reports can be ordered only by home sellers, so be sure to ask for a copy when you are viewing available homes.

**For more information, contact
your real estate professional.**

Compliments of:

Janet Anderson





Understanding Title Insurance

A Title Insurance Policy is a guarantee by a title company that a thorough investigation of the title to the property has been conducted and that you have been notified of any outstanding claims to the property. The title insurance company reports any defects in the title in the form of a Title Commitment so that these matters can be corrected. It is important that you know of all claims on the property and have them resolved and declared removed prior to you taking title to the property.

The Title Commitment will carefully detail what items of encumbrance are not covered by the policy. You can either get these items resolved or bow out of the transaction. Title insurance covers matters that occurred before the policy's effective date but were discovered later. Your policy will detail what is covered, what is not covered, and the effective date.

Title insurance is issued by the title company when they are certain the property is free from all liens, encumbrances, interests, etc., and the insurance guarantees such. This is so the title can be legally transferred to the buyer to be used as security for the lender's funds. This is why title insurance is required by the lender. Your lender has an interest in knowing that you and the lender are the only parties with claims to the property.

The title insurance company thoroughly searches the public records to uncover any unpaid taxes, mortgages, judgments against previous owners, easements, and other court actions or recorded documents that can affect title to the real estate. The insurance also provides protection against any defect in the public record such as forgery, similar names, error in the records, etc., and protests against any undiscovered or unrecorded claims that may arise in the future.

When title insurance is issued, the title-insurance company accepts the responsibility for any and all claims on the property prior to your purchase if they do not find the claim or call it to your attention prior to your purchase of the property. That responsibility includes defending your title in court, if necessary (at their expense), or bearing the cost of settling the claim (if it proves valid) in order to perfect your title and keep you in possession of your property.

Unlike other forms of insurance, the original premium is your only cost as long as you or your heirs own the property. There are no annual payments required to keep your Owner's Title Policy in force.

Title insurance protects you twice—it notifies you of claims against the property and insures you against any future claims on hidden items.

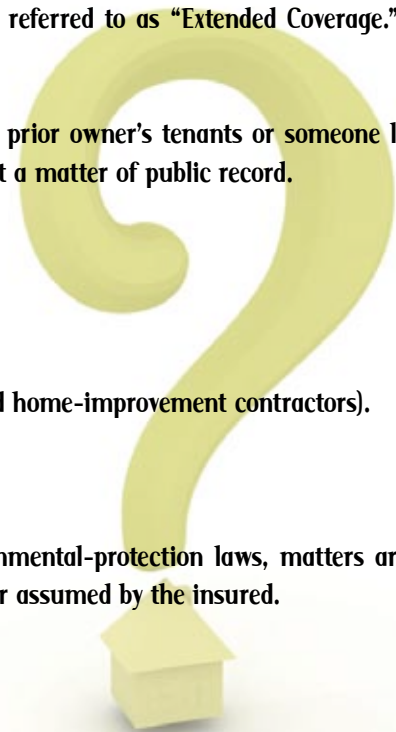
Why Is Title Insurance So Important?

To understand why a title search is so important, you must understand the nature of real estate. Real estate has always been considered a person's most valuable possession. It is so basic a form of wealth that many special laws have been enacted to protect ownership of land and the buildings that stand on the land. The owner who is selling the property has extremely strong rights, as do his/her family and heirs. Also, there may be others who have "rights" in the property you are going to buy. These may be governmental bodies, contractors, or any other individuals who have perfectly proper unpaid claims against the property. Unscrupulous owners may have taken out a second mortgage on the home prior to closing.

Anyone who has such a claim in the property you are buying is, in a sense, a part-owner. The property may be sold to you without the knowledge of other parties who have claims against the property. Without a title check conducted by the title-insurance company, you know nothing about such claims at the time you buy. All such claims remain attached to the real estate you are purchasing and not to the previous owners. The title company will notify you of all liens, encumbrances, and interests in the property so that these can be resolved by the current owners prior to the sale. Proof of a "good" title—a title free of any liens, encumbrances, or interests—is important because otherwise you are liable for the claims.

Title-insurance policies are standard. Owner's policies usually do not cover one or more of the following matters (often referred to as "Standard Exceptions"), unless an additional premium is paid and/or extra investigative work or a survey is done and the necessary evidence is furnished to the title company. When the evidence is furnished and the insurance coverage is given, this is frequently referred to as "Extended Coverage." The Standard Exceptions are:

- Claims of people who turn out to be living in the house (such as prior owner's tenants or someone living without your knowledge on your property) if their presence there isn't a matter of public record.
- Boundary-line disputes.
- Easements or claims of easements not shown by public records.
- Unrecorded mechanic's liens (claims against the property by unpaid home-improvement contractors).
- Taxes or special assessments left off the public record.
- Other important exclusions from coverage include zoning, environmental-protection laws, matters arising after the effective date of the policy, and matters created, suffered, or assumed by the insured.





Moving Preparation

Here's a checklist to help you get prepared to move into your new home:

One month before your move

- ☐ Arrange for moving your furniture and personal belongings either by hiring a moving company, or renting a truck. Get estimates from several moving companies or truck-rental companies and be sure to obtain a hand truck (appliance dolly) if you're moving yourself.
- ☐ Gather moving supplies: boxes, tape, rope, and anything else you might need.
- ☐ Plan your travel itinerary and make transportation and lodging reservations in advance if you are driving to your new home. (Leave a copy with a friend or relative.)
- ☐ Some moving expenses are tax deductible, so you will want to save your moving-expense receipts (if the move is employment-related) for tax deductions, including meals, lodging, and gasoline. Record expenses incurred during your house-hunting trips.
- ☐ Develop a plan for packing, such as packing last the things you use the most. *For more information, see our section on Packing Tips*
- ☐ Notify others of your new address: post office, charge accounts, subscriptions, relatives and friends, national and alumni organizations, church, mail order clubs (books, videos, catalogues), firms with which you have time payments, and your past employer to make sure that you receive W-2 forms and retirement-account information. Save your old address labels to speed up filling out change-of-address forms for your new address.
- ☐ Notify federal and state taxing authorities or any governmental agency necessary.

Two weeks before your move:

- ☐ Notify and get refunds from your present utilities: gas, electric, water, cable, and phone. Arrange for services at your new address. Notify long-distance phone company and arrange for service at your new address.
- ☐ Have your car serviced if you are driving a long distance to your new home.
- ☐ Recruit people to help you on moving day.
- ☐ Arrange for someone to take care of your pets and children during the move.
- ☐ Confirm moving company or rental-truck arrangements.

One day before your move:

- ☐ Keep moving materials separate so they don't get packed until you are finished.
- ☐ Pick up rental truck if you are moving yourself.
- ☐ Fill up your car with gas and check oil and tires.

Additional Moving-Checklist Items

- ☐ Decide what to move and what not to move. Possibly have a garage sale (extra cash and less to move). See *"Tips on Having a Garage Sale"* on the next page.
- ☐ Transfer your bank accounts. Your new bank will be happy to open your account by mail.
- ☐ Contact your local credit bureau to find out if they are on the same system that your new home town subscribes to; if not, they will be able to transfer your credit file.
- ☐ Request records from doctors and dentists, including eye-glass prescriptions, dental x-rays, and vaccinations.
- ☐ Obtain your children's school records to make for an easier transfer.
- ☐ Draw up a floor plan of where your furniture should be placed. This will help avoid confusion for you and your movers.
- ☐ Pay existing bills and close out local charge accounts.
- ☐ Arrange any special movers, such as may be necessary for an expensive piano or to break down and move a pool table or above-ground swimming pool.
- ☐ Cancel or transfer deliveries, newspaper, garbage collection, etc. Coordinate the transfer of gas, electric (water and sewer when not handled by title company) with the next occupant of your old home as well as with the previous owner of your new home, so as to avoid lapses in service and extra re-start expenses.
- ☐ Check on personal items that might be at the photo shop, in a safe-deposit box, at a neighbor's house, on lay-away, or in a repair shop (e.g., shoe repair, jewelry store, small-appliance repair, or dressmaker).
- ☐ Make arrangements for transporting your plants and pets. See pages 49 and 50.
- ☐ Save the phone book from your former city for tying up loose ends or for future correspondence.
- ☐ Transfer insurance policies or arrange for new policies.
- ☐ Gather all valuables, jewelry, important papers (birth certificates, deeds, documents) to take with you personally.
- ☐ Pack an arrival kit of necessities just in case you arrive before the mover, if applicable.
- ☐ Purchase moving insurance. Your mover's liability for lost or damaged goods will not equal their replacement cost. Have valuable items appraised.
- ☐ Check with your attorney about your will, if crossing state lines.
- ☐ Ask for professional referrals if available (e.g., doctor, accountant, etc.)



Tips on Having a Garage Sale

When packing you may find some things that you don't need, but also don't want to simply throw away. Garage Sales can be a great way to get rid of these things while making some extra money as well. Here are some tips to help things go smoothly:

- Allow plenty of time—three or four weeks—to prepare for the sale.
- Choose a date that will not conflict with holidays.
- Weekends are more convenient for more people than weekdays.
- Your sale is likely to attract more people if you join together with neighbors in an effort to have more merchandise. Some homeowners' groups are sponsoring neighborhood sales that are proving popular!
- Practical household goods are popular items; adult clothing has less appeal.
- Merchandise your items attractively in neat, clean surroundings.
- Cluster similar items together; place the more desirable items in the back of the garage so browsers are urged to look at other merchandise on their way to the most popular items.
- All items should be clean, polished, and in good repair.
- Locate your appliance table near an outlet so customers can try before they buy!
- Be sure that there is adequate parking space and a place to load large items.
- Have plenty of bags and boxes for packing and newspapers for wrapping glass items.
- Place a classified ad in the local paper. Include 3-4 items for sale, directions, and other details.
- Take advantage of free publicity on bulletin boards in grocery stores and other public places.
- Provide directional signs to your property.
- If your home is listed for sale, have flyers about your home available for people to take.
- Visit other sales to form an idea on how to price things. Be prepared to bargain down your prices.
- Post a notice that all sales are final and payment must be cash.
- Have plenty of change in a cash box that is kept in a protected spot. Keep a record of sales, especially when there are several sellers. One recording method that is simple and efficient is to use small white stickers for prices. When an item is purchased, remove the sticker and place it next to the name of the seller on a piece of paper.
- On a hot day, have ice water or lemonade available so people will stay longer, and on cold days serve hot chocolate.
- Tell us about some of the major items in your sale. We may have a client looking for just that thing! One person's trash is another's treasure!



Tips on Packing

Here are some things to keep in mind while packing to make sure your belongings make it to your new home safe and unharmed, while relieving some of the pressure on you and your movers:

- Use strong containers that are in good condition and can be secured tightly with twine or strapping tape. These can usually be purchased from your moving company. Purchase special boxes for dishes, wardrobe, and other special items.
- Label each box with its contents, which room it should go in, whether it is fragile, and whether it should be loaded last so as to be unloaded first.
- Don't load more than 50 pounds into any one box, and make sure that the weight is evenly distributed.
- Cushion contents with newspaper or other packing material to prevent breakage. Use newsprint paper or tissue paper for items that might be soiled by newspaper.
- Towels and cloth napkins are great for wrapping fragile items.
- Pack books tightly in small boxes. Alternate bindings and wrap valuable books separately.
- Have your rugs and draperies cleaned before moving and leave them in their wrappings for easier handling



- Remove all breakables and liquids from drawers and pack them separately. Seal medicines and other containers to prevent leaking and pack them in a leak-proof bag or container.
- Pack linens and clothing in drawers, but don't overload them.
- Carry all valuables with you. Do not pack jewelry, documents, coin or stamp collections, or anything that will be difficult to replace. The contents of a safety deposit box can be moved for you by your bank.



Moving with Children, Pets, and House Plants

Moving With Children

If you think moving is hard on adults, imagine what it's like for children. They're starting over and trying to meet new friends while getting used to a new home, neighborhood, and school. Think about your children's specific needs before, during, and after the transition and you'll make a big difference in how your children feel about the move and how they adjust afterwards.

Before the Move: Preparing

- Give your children a chance to express their feelings, and be honest about your own feelings. Children who have a chance to express themselves work through their doubts more easily.
- Help children compile a list of phone numbers and addresses of friends, relatives, and other important people. Knowing they can stay in touch with these people will be reassuring.
- Take your children to your new home before you move and explore the new neighborhood and town or city together.
- Try to line up some activities in which your child can participate after the move: a sports team, music lessons, or a scouting troop. Not only will activities like these keep your children involved but they will help the kids feel like part of the group.

During The Move: Remembering What's Important

- Stay as upbeat and calm as you can. Your own mood will impact your children's moods.
- Involve your children in the packing. Older children can put their own belongings in boxes, and children of all ages will enjoy decorating the boxes containing their things.
- Stick to your routines. Have meals at the same times you normally do.
- Don't pack things that your children treasure. Take special blankets, favorite books, and other prized items in the car or on the plane with you.
- Help your children say goodbye to the important people in their lives. For their friends, a party is a fun way to celebrate the friendship.
- For many families, moving day means a long car trip or a cross-country flight. Prevent backseat blues and airline angst by adding travel fun and games to your plans. See the next page for ideas.
- Allow your child to bring an album with pictures of their old home and friends. This will allow them to express their feelings and provide you with a chance to reassure your child that it is natural to feel loss and initial discomfort with such a big change.

After The Move: Getting Settled

- To make your new home seem more like home, hang your child's or family portrait in a prominent location or create a tabletop display of family photographs.
- Take pictures of the new home, neighborhood playmates, family members, and school. Start a new family album to show there is fun and family togetherness available at the new home.
- Don't spend too much time unpacking—at least not right away! In the first few days, take time to enjoy your new home with your family. Take walks and check out local restaurants.

Above all, listen. Be there when your children get home after the first day at their new schools, even if it means having to leave work early. Ask often how things are going, and take time to listen.

Moving Your Pets

Cats and Dogs

Cats and dogs can either be shipped by air or taken along in the car. If you are flying to your new destination, your cat or dog can ride in the baggage compartment. Your pet will need a health certificate from your vet. Call the airline in advance to find out about special boxes they may have. If you are going to make a container for your pet, make sure that the container complies with airline regulations. It is a good idea to put a piece of clothing with your scent in the animal's box so he/she feels more at home.

Think twice about taking your dog or cat with you on a long cross-country trip. Not only can animals get car sick, but being cooped up in a car all day can make them nervous and upset. They must be fed and have plenty to drink (make sure that you take along a water dish), they have to make "rest stops," and they have to be on a leash to keep them from running off anytime the car door is opened.

Some motels and hotels don't allow pets. Others have special facilities for handling travelers' pets. Call in advance and check out the available literature on hotels along your route. National chains usually publish such information.

Smaller Animals

Hamsters, birds, mice, and such can be transported in the family car fairly easily. Make sure that the animals have enough food and water in their cages and are out of drafts or extreme temperatures. Cover cages with a cloth to keep the pets quiet and restful.

Fish

It is not practical to move fish in their aquarium. A gallon of water weighs eight pounds. Plan on giving the fish away and restock the aquarium when you arrive at your new home.



Moving Your House Plants

You can take your plants with you when you move without harming them. Here are some tips to help:

- **Call your local U.S. Department of Agriculture to check on regulations if moving from one state to another. Many states have restrictions on certain kinds of plants to prevent importing bugs or pests that can destroy valuable cash crops in the state.**
- **A couple of weeks before you move, prune plants to facilitate packing. Consult a florist or a plant book for instructions.**
- **A week before you move, put your plants in a black plastic bag. Prior to placing your plant in the bag, place a bug/pest strip, conventional flea collar, or bug powder in the bag. Close the bag and place it in a cool area overnight. This will kill any pests on the plant or in the soil.**
- **The day before you move, put your plants in cardboard containers. Make sure that they are held in place by dampened newspaper or packing paper. Use paper to cushion the leaves and place a final layer of wet paper on top to keep them moist. Water the plants normally in summer, a little less in winter.**
- **On the day of your move, set the boxes aside and mark “DO NOT LOAD” so they won’t be taken on the moving van.**
- **On the day you leave, close boxes, punch air holes in the top, and load them in your car.**
- **When on the road, be careful where you park your car. Look for a shaded area in the summer and a sunny spot in the winter.**
- **Unpack the plants as soon as you can after arriving. Remove plants through the bottom of the box in order to avoid breaking their stems. Do not expose the plants to much sunlight at first. Let them get accustomed to more light gradually.**
- **If you must leave your plants behind, take cuttings. Put them in plastic bags with wet paper towels around them.**

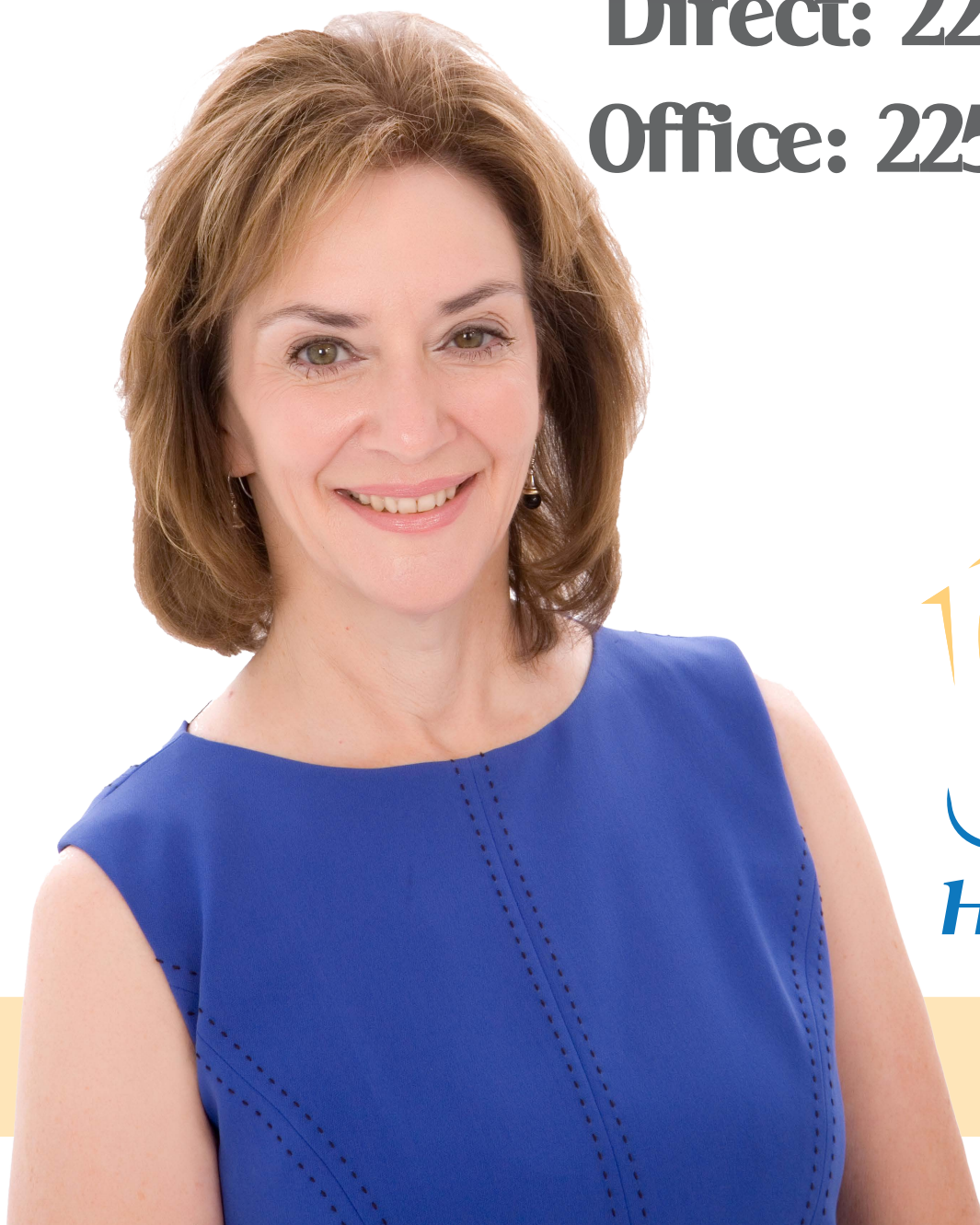
Any time you have a Real Estate question

Call Janet Anderson

She is here to help!

Direct: 225-252-3119

Office: 225-291-1234



Glossary of Terms

Abstract of Title

The summary of the public records relating to the ownership of a particular piece of land. It represents a short legal history of an individual piece of property from the time of the first recorded transfer to present.

Acceptance

Consent to an offer to enter into contract.

Adjustable Rate Mortgage (ARM)

A mortgage in which interest and payment rates vary periodically, based on a specific index, such as 30-year Treasury Bills or the Cost-of-Funds index.

Adjustments

Money credited or debited to either/both buyer and seller at closing, including real estate taxes, association fees, garbage fees, rents, etc.

Agency

A mutual-consent, legal relationship in which a seller or buyer engages a broker-agent in the sale or purchase of property.

Agent/REALTOR®

A licensed person who represents the seller (and/or buyer) and who provides market assessment, offers sales or buying strategy, recommends various services and sources important to the seller or buyer, is a member of the National Association of REALTORS (NAR), and subscribes to NAR's strict Code of Ethics.

Amortization

A method by which monthly mortgage payments are equalized over the life of a loan, despite the fact that the proportion of principal to interest changes.

Annual Percentage Rate (APR)

The total finance charge (interest, loan fees, points) expressed as a percentage of the mortgage amount.

Appraisal

A professional and unbiased written opinion of a property's value that is based on recent, comparable sales; quality of construction and current condition; and style of architecture.

Appreciation

Increase in value to any cause.

Asking Price

The price at which a property has been placed on the market for sale.

Assessed Value

The established value of a property for tax-assessment purposes, which may or may not reflect market value.

Assumption of Mortgage

The taking of title to property by a grantee, wherein he or she assumes liability for payment of an existing note secured by a mortgage or deed of trust against the property, becoming a co-guarantor for the payment of a mortgage or deed for trust note.

Balloon Mortgage

A short-term mortgage, generally at a fixed rate of interest, to be paid back in predetermined, equal monthly payments with a large final payment for the balance of the loan to be paid at the end of the term.

Broker

A person licensed to represent home buyers or sellers for a contracted fee. Brokers manage real estate offices and employ licensed agents to sell properties.

Bridge Loan

A short-term mortgage made until a longer-term loan can be made; it's sometimes used when a person needs money to build or purchase a home before the present one has been sold.

Building Codes

State and local laws that regulate the construction of new property and the rehabilitation of existing property.

Cap

A limit on the total amount an interest rate can be increased in a specified time and over the lifetime of an adjustable-rate mortgage.

Capital Gains

The taxable profit derived from the sale of a capital asset. A gain is the difference between the sale price and the basis of the property, after making appropriate adjustments for closing costs, fix-up expenses, capital improvements, allowable depreciation, etc.

Closing

The final settlement at which time the title is transferred from seller to buyer, accounts are settled, new mortgages are signed, and all fees and expenses are dispersed or satisfied.

Closing Costs

All fees, taxes, charges, commissions, surveys, lender fees, inspection fees, and other costs paid by the buyer and/or seller at the closing.

Commission

A previously agreed upon percentage of the home's sale price paid to the listing and selling agent(s).

Comparables

Similar properties in type, size, price, and amenities that have sold recently, been adjusted, and are used for comparison in the appraisal report.

Condominium (Condo)

Real estate ownership in which a property owner has title to a specific unit but shared interest in common areas.

Contingency

A condition that must be satisfied before a contract is binding.

Contract

An agreement to do or not to do a certain thing.

Contract for Deed

A contract ordinarily used in connection with the sale of a property in cases where the seller does not wish to convey title until all or a certain part of the purchase price is paid by the buyer.

Contract of Title

A summary or digest of the conveyances, transfers, and any other facts relied on as evidence of title together with any other elements or records that may affect the marketability of the title.

Conventional Mortgage

Most popular home financing form not insured by Federal Housing Administration (FHA) or guaranteed by Veteran's Affairs (VA). Available from many lenders at varying rates, terms, and conditions.

Conversion Clause

Clause in an ARM permitting conversion from an adjustable loan to a fixed-rate loan.

Counteroffer

An offer made by a buyer or seller to the other party, responding to the asking price or a subsequent adjustment to that price to complete a purchase of sale.

CRV

Certificate of Reasonable Value. A document of appraisal issued by VA establishing their opinion of the maximum value.

Curb Appeal

A term used by REALTORS® that encompasses all that a buyer sees from the street that may induce the buyer to look more closely at the property.

Deed

A legal "instrument" that conveys the title to a property from seller to buyer.

Disclosure Laws

State and federal regulations that require sellers to disclose such conditions as whether a house is located in a flood plain or if there are any known defects that would affect the value of the property.

Discount Points

Additional charges made by a lender at the time a loan is made. Points are measured as a percent of the loan, with each point equal to one percent. These additional interest charges are paid at the time a loan is closed to increase the rate of return to the lender so as to approximate the market level.

Down Payment

The buyer and lender determine the down payment requirements during the pre-qualification process. The down payment is usually expressed as a percentage of the purchase price: e.g., 0%, 5%, 10%, 20%, 25%, 30%.

Earnest Money (Escrow Deposit)

Money paid by the buyer at the time an official offer to purchase is submitted to the seller, intended to demonstrate the good faith of the buyer to complete the purchase. Earnest money is applied against the purchase price when the sale is finalized. Under certain conditions, the earnest money may be forfeited if the buyer fails to complete the purchase under the terms of the sales contract.

Easement

A right to use the land of another.

Encroachment

A condition that limits the interest in a title to property such as a mortgage, deed restrictions, easements, unpaid taxes, etc.

Equity

The difference between the sale price of a property and the mortgage balance owed on the property.

Equity Mortgage

A mortgage based on the borrower's equity in their home rather than on their credit worthiness.

Escrow Account

A third-party account used to retain funds, including the property owner's real estate taxes, the buyer's earnest money, or hazard insurance premiums.

Exchange

The trading of equity in a piece of property for equity in another property.

Fair Market Account

The highest price an informed buyer will pay, assuming there is no unusual pressure to complete the purchase.

Fannie Mae

The Federal National Mortgage Association (FNMA) is a privately owned corporation created by congress to buy mortgage notes from local lenders and provide guidelines for most lenders to use to qualify borrowers.

Fee Appraisal

The act or process of estimating values of real estate or any interest therein for a fee.

FHA-Insured Mortgage

A loan made by a local lending institution and insured by the Federal Housing Administration, whereas the buyer pays the premium.

Firm Commitment

A lender's agreement to make a loan to a specific borrower on a specific property. An FHA or Private Mortgage Insurance (PMI) agreement to insure a loan on a specific property, with a designed purchaser.

Fixed-Rate Mortgage

A mortgage with a set interest rate for the entire term of the mortgage.

FMHA Loan

A loan insured by the Federal Home Loan Mortgage Corporation (FHLMC), a federally controlled and operated corporation to support the secondary-mortgage market.

Foreclosure

A legal procedure whereby mortgaged property is seized and sold as payment for a debt in the event of default.

Freddie Mac

The nickname for Federal Home Loan Mortgage Corporation (FHLMC), Freddie Mac is a federally controlled and operated corporation to support the secondary-mortgage market. It purchases and sells residential conventional home mortgages.

Graduated-Payment Mortgage

This mortgage offers low initial monthly payments that increase at a predetermined rate and then cap at a final level for the duration of the mortgage.

Home Inspection

A formal survey of a home's structure, mechanical systems, and overall condition, generally performed by an inspector or contractor.

Home Warranty

A policy available to the buyer or seller as insurance against unanticipated home-repair costs.

Homeowner's Policy

A hazard insurance policy covering, at the very least, the appraised value of a house and property.

Inspection Contingency

A written stipulation contained in an "offer to buy" that makes the sales contract predicated upon the findings of a professional home inspector.

Installment Debts

Long-term debts that usually extend for more than one month.

Interest

The predetermined charge or fee paid to a lender by the borrower for the use of monies loaned.

Investor

The holder of a mortgage or the permanent lender. Any person or institution that invests in mortgages.

Joint Tenancy

Joint ownership by two or more persons with right of survivorship; all joint tenants own equal interests and have equal rights in the property.

Land Contract

A contract ordinarily used in connection with the sale of property in cases where the seller does not wish to convey title until all or a certain part of the purchase price is paid by the buyer.

Lease Purchase Agreement

The buyer makes a deposit for the future purchase of property with the right to lease the property in the interim.

Lien

A legal claim against a property that must be paid when the property is sold.

Listing

A contract through which a seller agrees to terms and fees with an agent who will sell the property to a buyer.

Loan Commitment

A written promise by a lender to make a loan under certain terms and conditions. These include interest rate, length of loan, lender fees, annual percentage rate, mortgage and hazard insurance, and other special requirements.

Loan-to-Value Ratio

The relationship between the amount of a home mortgage and the total value of the property.

Lock-In Rate

A commitment made by lenders on a mortgage loan to “lock in” an interest rate pending mortgage approval. Lock-in periods vary.

Market Price

The actual price at which a property is sold.

Market Value

The price that is established for a property by existing economic conditions, property location, size, etc.

Marketable Title

Merchantable title, free and clear of objectionable liens or encumbrances.

Mold

Mold is a superficial and often woolly growth produced on damp or decaying organic matter or on living organisms. See www.epa.gov/iag/molds/moldguide.html for a guide that provides information and guidance for homeowners and renters on how to clean up residential mold problems.

Mortgage

A legal claim received by the lender on a property as security for the loan made to a buyer.

Mortgagee

The lender of money or the receiver of the mortgage document.

Mortgage Broker

An independent, third-party, licensed broker who arranges loan transactions between lenders and borrowers by facilitating the application and approval process.

Mortgage Insurance Premium (MIP)

The consideration paid by a mortgagor for mortgage insurance either to the FHA or a PMI company. On an FHA loan, the payment is one half of one percent annually on the declined balance of the mortgage. It is a part of the regular monthly payment and is used by the FHA to meet operating expenses and provide loss reserves.

Mortgagor

The borrower of money or the giver of the mortgage document.

Multiple Listing Service (MLS)

A system through which participating brokers agree to share commissions on a predetermined percentage split on the sale of properties listed on the system.

Origination Fee

This fee is a supplemental fee paid by buyers to lenders, usually stated as a percentage or as points.

Personal Property

Any property that is not real property: e.g., money, savings accounts, appliances, cars, boats, etc.

PITI

Common real estate acronym meaning Principal, Interest, Taxes, Insurance.

Point

A single percent of the loan principal, often charged by the lender in addition to various fees and interest.

Prepayment

When a borrower pays off an entire mortgage before the scheduled payoff date.

Prepayment Penalty

A fee included in the mortgage agreement that is required of the borrower in the event the loan is paid off before the due date. Look for a clause that says, "There shall be no prepayment penalty."

Prequalification

An informal estimate of the "financing potential" of a prospective borrower.

Principal

The amount of money borrowed against which interest and possibly fees will be charged. OR: One of the parties to a contract.

Private Mortgage Insurance (PMI)

Insurance issued to a lender by a private company to protect the lender against loss on a defaulted mortgage loan. Its use is usually limited to loans with high loan-to-value ratios. The borrower pays the premiums.

Promissory Note

A written contract that contains a promise to pay a definite amount of money at a specific time in the future.

Pro-ration

Proportionate division of expenses based on days or time occupied or used by the seller and/or buyer.

Purchase Agreement

A written, legally binding contractual agreement between a buyer and a seller for the purchase of real estate.

Qualification

Ability of a borrower to satisfy a lender's mortgage-approval requirements.

Radon

A colorless, odorless gas formed by the breakdown of uranium in sub-soils. It can enter a house through cracks in the foundation or in water and is considered to be a hazard. Your REALTOR® can supply a radon brochure.

Real Property

Any land and whatever by nature or artificial annexation is a part of it.

Referral

The recommendation by one agent of a potential buyer and/or seller to another agent either locally or long-distance.

Refinancing

The process of applying for a new mortgage to gain better terms or use of equity.

Relocation Specialists

A firm or person specializing in advising buyers or sellers on relocating to different and/or new communities. There are designations for REALTORS that indicate additional educational training. Look for the Certified Relocation Professional (CRP) designation.

RESPA Statement

The Real Estate Settlement Procedures Act requires a precise listing of all closing costs for both sellers and buyers.

Return on Investment (ROI)

The profit gained as the result of money spent on an improvement or addition to a home or property.

Settlement Disclosure Statement

A statement or list providing a complete breakdown of costs involved in finalizing a real estate transaction prepared by the lender's agent prior to closing and reviewed at closing by the buyer and seller.

Survey

The process by which a parcel of land is measured and its area ascertained. Title companies study the survey to check for encroachments.

Title

A legal document that defines the property, right of ownership, and possession.

Title Defect

An outstanding claim or encumbrance on property that affects marketability.

Title Insurance

An insurance policy that protects the buyer against errors, omissions, or any defects in the title.

Title Search

A highly detailed search of the document history of a property title for the purpose of identifying any and all legal encumbrances to the property prior to title transfer to a new owner.

Variance

A special suspension of zoning laws to allow the use of property in a manner not in accord with existing laws.

VA Mortgage

The Department of Veterans Affairs has made guaranteed mortgages available through banks and other lending institutions to active military personnel, veterans, or spouses of veterans who died of service-related injuries.

Walk-Through Inspection

The final inspection by the buyers, usually in the company of the buyers' real estate sales agent, to ensure that all conditions noted in the offer to purchase and all seller-related contingencies have been met. This inspection is most often completed immediately prior to the closing and after the seller has vacated the premises.

Zoning

Virtually all local communities have established specific restrictions for land use, new construction, and remodeling activity. These are available to you through a local regulatory department such as the Building Inspector's Department or office or the Planning and Zoning Board.

Purchase Contracts and Other Important Documents

Listing Firm			Selling Firm			
Seller's Designated Agent Name & License Number			<input type="checkbox"/> Dual Agent	Buyer's Designated Agent Name & License Number		
Brokerage Name & License Number			Brokerage Name & License Number			
Phone Number	Office	Fax	Phone Number Office Fax			
Email Address			Email Address			
Delivered by Designated Agent to			Day	Date	Time	AM/PM
Comments						
Received by Designated Agent			Day	Date	Time	AM/PM

LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL

Date: _____

PROPERTY DESCRIPTION: I/We offer and agree to Buy/Sell the property at:

(Municipal Address) _____
 City _____; Zip _____; Parish _____; Louisiana,
 (Legal Description) _____

_____ on lands and grounds measuring approximately _____
 or as per record title; including all buildings, structures, component parts, and all installed, built-in, permanently attached improvements, together with all fences, security systems, all installed speakers or installed sound systems, all landscaping, all outside TV antennas, all satellite dishes, all installed and/or built-in appliances, all ceiling fans, all air conditioning or heating systems including window units, all bathroom mirrors, all window coverings, blinds and associated hardware, all shutters, all flooring, all carpeting, all cabinet tops, all cabinet knobs or handles, all doors, all door knobs or handles, all windows, all roofing, all electrical systems, and all installed lighting fixtures, chandeliers and associated hardware, other constructions permanently attached to the ground. If owned by the SELLER prior to date of this Agreement, standing timber, unharvested crops and ungathered fruits of trees on the property shall be conveyed to the BUYER. The following movable items here remain with the property, but are not to be considered as part of the Sale Price and have no value: _____

All items listed herein are included in the property sold no matter how they are attached or installed, provided that any or all of these items are in place at the time of signing of this Agreement to Buy or Sell (the "Agreement"), unless otherwise stated herein. (All of the above contained in lines 5 through 22 are collectively referred to herein as the "Property.") The following items are excluded from the Property sold:

BUYER'S Initials _____

Page 1 of 9

SELLER'S Initials _____



Property address, street, city, state, zip

Date

MINERAL RIGHTS: If the SELLER transfers any mineral rights, they are to be transferred without warranty. _____% mineral rights owned by the SELLER are to be reserved by the SELLER and the SELLER shall waive any right to use the surface for any such reserved mineral activity or use.

PRICE: The Property will be sold and purchased subject to title and zoning restrictions, servitudes of record, and law or ordinances affecting the Property for the sum of _____ Dollars (\$ _____) (the "Sale Price").

ACT OF SALE: The Act of Sale is to be executed before a settlement agent or Notary Public to be chosen by the BUYER, on _____, 20____, or before if mutually agreed upon. Any change of the date for execution of the Act of Sale must be mutually agreed upon in writing and signed by the SELLER and the BUYER. At closing, the BUYER must provide "good funds" as required by Louisiana statute LA R.S. 22:22.512 *et seq.*

OCCUPANCY: Occupancy/possession and transfer of keys/access is to be granted at Act of Sale unless mutually agreed upon in writing.

CONTINGENCY FOR SALE OF BUYER'S OTHER PROPERTY:

☐ This sale is contingent on the sale of other property by the BUYER and the contingency language found either in lines 301-307 or the attached addendum shall apply.

☐ This sale is not contingent upon the sale of other property by the BUYER nor is the loan needed by the BUYER to obtain the Sale Price contingent on the BUYER'S sale of any property.

FINANCING:

☐ **ALL CASH SALE:** The BUYER warrants the BUYER has cash readily available to close the sale of this Property.

☐ **FINANCED SALE:** This sale is conditioned upon the ability of BUYER to borrow with this Property as security for the loan the sum of \$ _____ or _____% of the Sale Price by a mortgage loan or loans at an initial interest rate not to exceed _____% per annum, interest and principal, amortized over a period of not less than _____ years, payable in monthly installments or on any other terms as may be acceptable to the BUYER provided that these terms do not increase the cost, fees or expenses to the SELLER. The loan shall be secured by (Check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Fixed Rate Mortgage | <input type="checkbox"/> FHA Insured Mortgage |
| <input type="checkbox"/> Adjustable Rate Mortgage | <input type="checkbox"/> Owner Financing |
| <input type="checkbox"/> Rural Development | <input type="checkbox"/> Bond Financing |
| <input type="checkbox"/> VA Guaranteed Mortgage | <input type="checkbox"/> Conventional Mortgage |
| <input type="checkbox"/> Other _____ | |

The BUYER agrees to pay discount points not to exceed _____% of the loan amount.

Other financing conditions: _____

The BUYER acknowledges and warrants that the BUYER has available the funds which may be required to complete the sale of the Property including, but not limited to, the deposit, the down payment, closing costs, pre-paid items, and other expenses. If this sale is a Financed Sale, BUYER acknowledges that any terms and conditions imposed by BUYER'S lender(s) or by Consumer Financial Protection Bureau Requirements shall not

BUYER'S Initials _____

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SELLER'S Initials _____



Property address, street, city, state, zip

Date

affect or extend the BUYER'S obligation to execute the Act of Sale or otherwise affect any terms or conditions of this Agreement except as otherwise set forth herein. The BUYER shall supply the SELLER written documentation from a lender that a loan application has been made and the BUYER has given written authorization to lender to proceed with the loan approval process within (____) calendar days after the date of acceptance of this offer by both parties. If the BUYER fails to make loan application, and to supply SELLER with written documentation of that application and BUYER'S written authorization for lender to proceed with loan process within this period, the SELLER may, at the SELLER'S option, elect, in writing, to terminate the Agreement and declare the Agreement null and void, by giving the BUYER written notice of the SELLER'S termination. In the event the BUYER is not able to secure financing, the SELLER reserves the right to provide all or part of mortgage loan(s) under the terms set forth above.

PRORATIONS/OTHER COSTS: Real estate taxes, flood insurance premium if assumed, rents, condominium dues, assessments, and/or other dues owed to homeowners associations and the like for the current year are to be prorated through the date of the Act of Sale. Act of Sale costs, abstracting costs, title search, title insurance and other costs required to obtain financing, shall be paid by the BUYER, unless otherwise stated herein. All necessary tax, mortgage, conveyance, release certificates or cancellations and the SELLER closing fees, if any, shall be paid by the SELLER. The SELLER shall pay all previous years' taxes, assessments, condominium dues, and/or dues owed to homeowners associations and the like. All special assessments bearing against the Property prior to Act of Sale, other than those to be assumed by written agreement, as of the date of the Act of Sale, are to be paid by the SELLER.

APPRAISAL: ☐ This sale is NOT conditioned on appraisal. ☐ This sale IS conditioned on the appraisal of the Property being not less than the Sale Price. The SELLER agrees to provide the utilities for appraisals and access. If the appraised value of the Property is equal to or greater than the Sale Price, the BUYER shall pay the Sale Price agreed upon prior to the appraisal. If the appraised value is less than the Sale Price, the BUYER shall provide the SELLER with a copy of the appraisal within (____) calendar days of receipt of same, along with the BUYER'S written request for the SELLER to reduce the Sale Price. Within (____) calendar days after the SELLER'S receipt of such written documentation of the appraised value, the BUYER shall have the option to pay the Sale Price agreed upon prior to the appraisal or to void this Agreement unless the SELLER agrees in writing to reduce the Sale Price to the appraised value or all parties agree to a new Sale Price.

DEPOSIT: Upon acceptance of this offer, or any attached counter offer, the SELLER and the BUYER shall be bound by all terms and conditions of this Agreement, and the BUYER or the BUYER'S agent shall deliver within 72 hours, upon notice of acceptance of the offer, the BUYER'S deposit (the "Deposit") in the amount of \$_____ or _____% of the Sale Price to be paid in the form of:

☐ Cash \$_____ ☐ Certified Funds \$_____
☐ Check \$_____ ☐ Electronic Transfer (EFT) \$_____

The Deposit shall be held by. ☐ Listing Broker ☐ Selling Broker ☐ Third Party

DEPOSIT HELD BY THIRD PARTY: Louisiana Administrative Code Article Title 46, Part LXVII, Section 2717 requires that funds received in a real estate sales transaction shall be deposited in the appropriate sales escrow checking account, rental trust checking account or security deposit trust checking account of the listing or managing broker ("Broker") unless all parties having an interest in the funds have agreed otherwise in writing. I agree to have the Deposit related to this transaction to be held by a third party and not in a sales escrow account maintained by the Broker. I understand that the Louisiana Real Estate Commission may not have jurisdiction over those third parties holding the funds. I have read the attached addendum and acknowledge the Broker is not legally required to disburse a security deposit in accordance with LAC 46:LXVII.2901 when a third party holds the Deposit.

BUYER

SELLER

BUYER'S Initials _____

Page 3 of 9

SELLER'S Initials _____



Failure to deliver the Deposit shall be considered a default of this Agreement. If the Deposit is held by a Broker, it must be held in accordance with the rules of the Louisiana Real Estate Commission in a federally insured banking or savings and loan institution without responsibility on the part of the Broker in the case of failure or suspension of such institution. In the event the parties fail to execute an Act of Sale by date specified herein, and/or a dispute arises as to ownership of, or entitlement to, the Deposit or funds held in escrow, the Broker shall abide by the Rules and Regulations set forth by the Louisiana Real Estate Commission.

RETURN OF DEPOSIT: The Deposit shall be returned to the BUYER and this Agreement declared null and void without demand in consequence of the following events:

- 1) If this Agreement is declared null and void by the BUYER during the inspection and due diligence period as set forth in lines 167 through 200 of this Agreement;
- 2) If this Agreement is subject to the BUYER'S ability to obtain a loan and the loan cannot be obtained, except as stated in lines 72 through 85 of this Agreement, but only if the BUYER has made good faith efforts to obtain the loan;
- 3) If the SELLER declares the agreement null and void for failure of BUYER to comply with written document requirements as set forth in lines 80 through 85.
- 4) If the BUYER conditions the Sale Price on an appraisal and the appraisal is less than the Sale Price and the SELLER will not reduce the Sale Price as set forth in lines 97 through 105 of this Agreement;
- 5) If the BUYER timely terminates the Agreement after having received the leases or assessments, as set forth in lines 149 through 154 of this Agreement;
- 6) If the SELLER is unable to timely deliver to the BUYER an approved sewerage and/or water inspection report as set forth in lines 202 through 211;
- 7) If the SELLER chooses not to repair or replace the sewer system(s) as per the SEPTIC/WATER WELL ADDENDUM, and the BUYER terminates the agreement as a result thereof;
- 8) If the SELLER chooses not to repair or replace the private water well system(s) as per the SEPTIC/WATER WELL ADDENDUM, and the BUYER terminates the agreement as a result thereof;

LEASES/SPECIAL ASSESSMENTS: The sale is conditioned upon the BUYER'S receipt of a copy of all written leases, excluding mineral leases, and unpaid special assessments from the SELLER within five (5) calendar days of acceptance of the Agreement. Special assessments shall mean an assessment levied on Property to pay the cost of local improvements imposed by local governmental/governing authority. The BUYER will have five (5) calendar days after receipt of the aforementioned documents to notify the SELLER whether they are acceptable to the BUYER. Security deposits, keys/access and leases are to be transferred to the BUYER at Act of Sale.

NEW HOME CONSTRUCTION: If the property to be sold is completed new construction, under construction, or to be constructed, check one:

- ☐ A new home construction addendum, with additional terms and conditions, is attached.
- ☐ There is no new home construction addendum.

INSPECTION AND DUE DILIGENCE PERIOD: The BUYER ACKNOWLEDGES THAT THE SALE PRICE OF THE PROPERTY WAS NEGOTIATED BASED UPON THE PROPERTY'S APPARENT CURRENT CONDITION; ACCORDINGLY, the SELLER IS NOT OBLIGATED TO MAKE REPAIRS TO THE PROPERTY, INCLUDING REPAIRS REQUIRED BY THE LENDER UNLESS OTHERWISE STATED HEREIN. THE SELLER IS RESPONSIBLE FOR MAINTAINING THE PROPERTY IN SUBSTANTIALLY THE SAME OR BETTER CONDITION AS IT WAS WHEN THE AGREEMENT WAS FULLY EXECUTED.



The BUYER shall have an inspection and due diligence period of (____) calendar days, commencing the first day after acceptance of this Agreement wherein, the BUYER may, at the BUYER'S expense, have any inspections made by experts or others of his choosing. Such physical inspections may include, but are not limited to, inspections for termites and other wood destroying insects, and/or damage from same, molds, and fungi hazards, and analysis of synthetic stucco, drywall, appliances, structures, foundations, roof, heating, cooling, electrical, plumbing systems, utility and sewer availability and condition, out-buildings, and square footage. Other due diligence by the BUYER may include, but is not limited to investigation into the property's school district, insurability, flood zone classifications, current zoning and/or subdivision restrictive covenants and any items addressed in the SELLER'S Property Disclosure Document. All testing shall be nondestructive testing. The SELLER agrees to provide the utilities for inspections and immediate access. Inspection period will be extended by the same number of days that the BUYER is not granted immediate access to the property or all utilities are not provided by the SELLER. If the BUYER is not satisfied with the condition of the Property or the results of the BUYER'S due diligence investigation, the BUYER may choose one of the following options within the inspection and due diligence period:

Option 1: The BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void; or

Option 2: The BUYER may indicate in writing the deficiencies and desired remedies and the SELLER will within seventy two (72) hours respond in writing as to the SELLER'S willingness to remedy those deficiencies ("SELLER'S Response").

Should the SELLER in the SELLER'S Response refuse to remedy any or all of the deficiencies listed by the BUYER, then the BUYER shall have seventy-two (72) hours from the date of the SELLER'S Response or seventy-two (72) hours from the date that the SELLER'S Response was due, whichever is earlier, to: (a) accept the SELLER'S Response to the BUYER'S written requests or (b) accept the Property in its current condition, or (c) to elect to terminate this Agreement. The BUYER'S response shall be in writing. Upon the BUYER'S failure to respond to the SELLER'S Response by the time specified or the BUYER'S electing, in writing, to terminate this Agreement, the Agreement shall be automatically, with no further action required by either party, ipso facto null and void except for return of Deposit to the BUYER.

FAILURE TO GIVE WRITTEN NOTICE OF EITHER TERMINATION OR DEFICIENCIES AND DESIRED REMEDIES TO THE SELLER (OR THE SELLER'S DESIGNATED AGENT) AS SET FORTH IN LINES 161 THROUGH 180 WITHIN THE INSPECTION AND DUE DILIGENCE PERIOD SHALL BE DEEMED AS ACCEPTANCE BY THE BUYER OF THE PROPERTY'S CURRENT CONDITION.

PRIVATE WATER/SEWERAGE:

☐ There is/are _____ (____) private water system(s) servicing only the primary residence, and the attached private Septic/Water Addendum inspections shall include only the system(s) supplying service to the primary residence.

☐ There is/are _____ (____) private septic/treatment system(s) servicing only the primary residence and the attached private Septic/Water Addendum inspections shall include only those systems supplying service to the primary residence.

☐ There is NO private septic/treatment system(s) servicing only the primary residence.

HOME SERVICE/WARRANTY: A home service/warranty plan ☐ will / ☐ will not be purchased at the closing of sale at a cost not to exceed \$_____ to be paid by ☐ the BUYER / ☐ the SELLER. Home Service Warranty will be ordered by _____.

BUYER'S Initials _____

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SELLER'S Initials _____



It is understood that the Agent/Broker may receive compensation from the home warranty company for actual services performed. The home service warranty plan does not warrant pre-existing defects and options, and does not supersede or replace any other inspection clause or responsibilities. If neither the BUYER nor the SELLER accepts the home service warranty plan, they declare that they have been made aware of the existence of such a plan, and further declare that they hold the Broker and Agents harmless from any responsibility or liability due to their rejection of such a plan.

WARRANTY OR AS IS CLAUSE WITH WAIVER OF RIGHT OF REDHIBITION: (CHECK ONE ONLY)

☐ A. SALE WITH WARRANTIES: The SELLER and the BUYER acknowledge that this sale shall be with full SELLER warranties as to any claims or causes of action including but not limited to redhibition pursuant to Louisiana Civil Code Article 2520, *et seq.* and Article 2541, *et seq.*

☐ B. SALE "AS IS" WITHOUT WARRANTIES: The SELLER and the BUYER hereby acknowledge and recognize that the Property being sold and purchased is to be transferred in "as is" condition and further the BUYER does hereby waive, relieve and release the SELLER from any claims or causes of action for redhibition pursuant to Louisiana Civil Code Article 2520, *et seq.* and Article 2541, *et seq.* or for reduction of Sale Price pursuant to Louisiana Civil Code Article 2541, *et seq.* Additionally, the BUYER acknowledges that this sale is made without warranty of fitness for ordinary or particular use pursuant to Louisiana Civil Code Article 2524. The SELLER and the BUYER agree that this clause shall be made a part of the Act of Sale.

C. NEW HOME WARRANTIES. Notwithstanding lines 223 through 233 and irrespective of whether A or B above is checked, if the Property is a new construction, the parties agree that neither A or B will apply but instead the provisions of the New Home Warranty Act (LA R.S. 9:3141 *et seq.*) shall apply. The warranty of condition of this Property is governed by the New Home Warranty Act if a home on the Property is a "home" as defined in the New Home Warranty Act.

MERCHANTABLE TITLE/CURATIVE WORK: The SELLER shall deliver to the BUYER a merchantable title at the SELLER'S costs (see lines 244 through 246). In the event curative work in connection with the title to the Property is required or is a requirement for obtaining the loan(s) upon which this Agreement is conditioned, the parties agree to and do extend the date for passing the Act of Sale to a date not more than _____ () calendar days from the date of the Act of Sale stated herein. The SELLER'S title shall be merchantable and free of all liens and encumbrances except those that can be satisfied at Act of Sale. All costs and fees required to make title merchantable shall be paid by the SELLER. The SELLER shall make good faith efforts to deliver merchantable title. The SELLER'S inability to deliver merchantable title within the time stipulated herein shall render this Agreement null and void, reserving unto the BUYER the right to demand the return of the Deposit and to recover from the SELLER actual costs incurred in processing of sale as well as legal fees incurred by the BUYER.

FINAL WALK THROUGH: The BUYER shall have the right to re-inspect the Property within five (5) calendar days prior to the Act of Sale, or occupancy, whichever will occur first in order to determine if the Property is in the same or better condition as it was at the initial inspection(s) and to insure all agreed upon repairs have been completed. The SELLER agrees to provide utilities for the final walk through and immediate access to the Property.

DEFAULT OF AGREEMENT BY THE SELLER: In the event of any default of this Agreement by the SELLER, the BUYER shall at the BUYER'S option have the right to declare this Agreement null and void with no further demand, or to demand and/or sue for any of the following:

1) Termination of this Agreement; 2) Specific performance; 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.

BUYER'S Initials _____

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SELLER'S Initials _____



Further, the BUYER shall be entitled to the return of the Deposit. The prevailing party to any litigation brought to enforce any provision of this Agreement shall be awarded their attorney fees and costs. The SELLER may also be liable for Broker fees.

DEFAULT OF AGREEMENT BY BUYER: In the event of any default of this Agreement by the BUYER, the SELLER shall have at the SELLER'S option the right to declare this Agreement null and void with no further demand, or to demand and sue for any of the following: 1) Termination of this Agreement; 2) Specific performance; 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.

Further, the SELLER shall be entitled to retain the Deposit. The prevailing party to any litigation brought to enforce any provision of this Agreement shall be awarded their attorney fees and costs. The BUYER may also be liable for Broker fees.

MOLD RELATED HAZARDS NOTICE: An informational pamphlet regarding common mold related hazards that can affect real property is available at the EPA website <http://www.epa.gov/iaq/molds/index.html>. By initialing this page of the Agreement, the BUYER acknowledges that the real estate agent has provided the BUYER with the EPA website enabling the BUYER to obtain information regarding common mold related hazards.

OFFENDER NOTIFICATION: The Louisiana State Police maintains the State Sex Offender and Child Predator Registry through the Louisiana Bureau of Criminal Identification and Information. It is a public access database of the locations of individuals who are required to register pursuant to LA R.S. 15:540, et seq. The website for the database is <http://www.lsp.org/socpr/default.html>. Sheriff and police departments serving jurisdictions of 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0551 or 1-225-925-6100. Send written inquiries to Post Office Box 66614, Box A-6, Baton Rouge, Louisiana 70896.

FLOOD HAZARD INFORMATION:

An informational website regarding flood hazards that can affect real property is available at the FEMA website <https://msc.fema.gov/portal>.

CHOICE OF LAW: This Agreement shall be governed by and shall be interpreted in accordance with the laws of the State of Louisiana.

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. All "calendar days" as used in this Agreement shall end at 11:59 p.m. in Louisiana.

ADDITIONAL TERMS AND CONDITIONS:

ROLES OF BROKERS AND DESIGNATED AGENTS: Broker(s) and Designated Agent(s) have acted only as real estate brokers to bring the parties together and make no warranty to either party for performance or non-performance of any part of this Agreement or for any warranty of any nature unless specifically set forth in writing.

BUYER'S Initials _____

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SELLER'S Initials _____



Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning Property measurements, square footage, room dimensions, lot size, Property lines or boundaries. Broker(s) and Designated Agent(s) make no representations as to suitability or to a particular use of the Property, and the BUYER has or will independently investigate all conditions and characteristics of the Property which are important to the BUYER. The BUYER is not relying on the Broker or the Designated Agent(s) to choose a representative to inspect or re-inspect the Property; the BUYER understands any representative desired by the BUYER may perform this function. In the event Broker/Agent(s) provides names or sources for such advice or assistance, Broker/Agent(s) does not warrant the services of such experts or their products and cannot warrant the condition of Property or interest to be acquired or guarantee that all defects are disclosed by the SELLER(S). Broker/Agent(s) do not investigate the status of permits, zoning, code compliance, restrictive covenants, or insurability. The Broker(s) and Designated Agent(s) specifically make no warranty whatsoever as to whether or not the Property is situated in or out of the Government's hundred-year flood plan or is or would be classified as wetlands by the U.S. Army Corps of Engineers, or as to the presence of wood destroying insects or damage there from. The BUYER(S) are to satisfy themselves concerning these issues. Designated Agent shall be an independent contractor for Broker if the conditions as set forth in LA R.S. 37:1446(h) are met.

LIST ADDENDA TO BE ATTACHED AND MADE A PART OF THIS AGREEMENT:

- ☐ Contingency for Sale of the BUYER'S Other Property Addendum ☐ Private Water/Sewerage Addendum
☐ Condominium Addendum ☐ Deposit Held by Addendum
☐ FHA Amendatory Clause ☐ _____
☐ New Construction Addendum ☐ _____

If any of the pre-printed portions of this Agreement vary or are in conflict with any additional or modified terms on blanks provided in this form or Addendum attached to this Agreement, the additional, modified or Addendum provisions control.

SINGULAR – PLURAL USE: Wherever the word BUYER or the word SELLER occurs in this Agreement or is referred to, the same shall be construed as singular or plural, masculine or feminine or neuter, as the case may be.

ACCEPTANCE: Acceptance of this Agreement must be in writing. This agreement may be executed by use of electronic signatures, in accordance with the Louisiana Uniform Electronic Transaction Act. The original of this Agreement shall be delivered to the listing Broker's firm. This Agreement and any supplement addendum or modification relating hereto, including any photocopy, facsimile or electronic transmission thereof, may be executed in two or more counterparts, all of which shall constitute one and the same Agreement.

NOTICES AND OTHER COMMUNICATIONS: All notices, requests, claims, demands, and other communications related to or required by this Agreement shall be in writing. Notices permitted or required to be given (excluding service of process) shall be deemed sufficient if delivered by (a) mail, (b) hand delivery; (c) overnight delivery; (d) facsimile, (e) email, or (f) other e-signature transmissions addressed to the respective addresses of the parties as (a) written on the first page of this Agreement; (b) as designated below on lines 361 through 370; or (c) at such other addresses as the respective parties may designate by written notice.

The BUYER and SELLER agree the use of electronic documents and digital signatures is acceptable and will be treated as originals of the signatures and documents transmitted in the above referenced real estate transaction. Specifically, the BUYER and SELLER consent to the use of electronic documents, the electronic transmission of documents, and the use of electronic signatures pertaining to this Agreement, and any supplement addendum or modification relating thereto, including but not limited to any notices, requests, claims, demands and other communications as set forth in the Agreement.



Property address, street, city, state, zip

Date

☐ The BUYER further authorizes his or her agent to electronically deliver notices and other communications to the email address he or she provided to his or her agent. Furthermore, the Buyer authorizes the Seller's agent to electronically deliver notices and communications to be delivered to the following address:

BUYER's Agent email address(es): _____

☐ The SELLER further authorizes his or her agent to electronically deliver notices and other communications to the email address he or she provide to his or her agent. Furthermore, the Seller authorizes the Buyer's agent to electronically deliver notices and communications to be delivered to the following address:

SELLER's Agent email address(es): _____

The authorization contained in this Section is not an authorization for the Buyer's agent to communicate directly with the Seller or a Seller's agent to communicate directly with the Buyer.

CONTRACT: This is a legally binding contract when signed by both the SELLER and the BUYER. READ IT CAREFULLY. If you do not understand the effect of any part of this Agreement seek legal advice before signing this contract or attempting to enforce any obligation or remedy provided herein.

ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the parties, and any other agreements not incorporated herein in writing are void and of no force and effect.

EXPIRATION OF OFFER:

This offer is binding and irrevocable until _____, 20____ at _____ ☐AM ☐PM ☐NOON. The Acceptance of this offer must be communicated to the offering party by the deadline stated on line 382 to be binding and effective.

X _____ X _____

☐ Buyer's / ☐ Seller's Signature Date/Time ☐ AM ☐ PM ☐ Buyer's / ☐ Seller's Signature Date/Time ☐ AM ☐ PM

Print Buyer's/Seller's Full Name (First, Middle, Last)

Print Buyer's/Seller's Full Name (First, Middle, Last)

This offer was presented to the ☐Seller ☐Buyer by _____ Day/ Date/ Time ☐AM ☐PM ☐NOON

This offer is: ☐ **Accepted** ☐ **Rejected** (without counter) ☐ **Countered** (See Attached Counter) by:

X _____ X _____

☐ Buyer's / ☐ Seller's Signature Date/Time ☐ AM ☐ PM ☐ Buyer's / ☐ Seller's Signature Date/Time ☐ AM ☐ PM

Print Buyer's/Seller's Full Name (First, Middle, Last)

Print Buyer's/Seller's Full Name (First, Middle, Last)

This offer was presented to the ☐Seller ☐Buyer by _____ Day/ Date/ Time ☐AM ☐PM ☐NOON



Customer Information Form

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

This document describes the various types of agency relationships that can exist in real estate transactions.

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 means the agency relationship that shall be presumed to exist when a licensee engaged in any real estate transaction, except as otherwise provided in LA R.S. 9:3891, 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.

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. Such a relationship shall not constitute dual agency if the licensee is the seller of property that he/she 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 that 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.
- To help the buyer compare financing options.
- To provide information about comparable properties that have sold, so that both clients may make educated buying/selling decisions.
- To disclose financial qualifications to 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.

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 occur:

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

By signing below you acknowledge that you have read and understand this form and that you are authorized to sign this form in the capacity in which you have signed.

Buyer/Lessee:

Seller/Lessor:

By: _____
Title: _____
Date: _____
Licensee: _____
Date: _____

By: _____
Title: _____
Date: _____
Licensee: _____
Date: _____





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

Date

Buyer or Lessee

Date

Licensee

Date

Seller or Lessor

Date

Seller or Lessor

Date

Licensee

Date

PROPERTY DISCLOSURE EXEMPTION FORM

In accordance with LSA-R.S. 9:3196-3200, a SELLER of residential real property must furnish BUYERS with a Property Disclosure Document. A complete copy of these statutes can be found at 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.gov.

WHO IS REQUIRED TO MAKE DISCLOSURE? ALL SELLERS are required to make written disclosure of known defects regarding a property being transferred. 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. Transfers ordered by a court, including but not limited to a transfer ordered by a court in the administration of an estate, a transfer pursuant to a writ of execution, a transfer by any foreclosure sale, a transfer by a trustee in bankruptcy, a transfer by eminent domain, and any transfer resulting from a decree of specific performance.
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 residential real property at a sale conducted pursuant to a power of sale under a mortgage or a sale pursuant to decree of foreclosure, or who has acquired the residential property by a 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 newly constructed residential real property, which has never been occupied.
6. Transfers from one or more co-owners solely to one or more of the remaining co-owners.
7. Transfers pursuant to testate or intestate succession.
8. Transfers of residential real property that will be converted by the BUYER into a use other than residential use.
9. Transfers of residential real property to a spouse or relative in the line of consanguinity (blood line).
10. Transfers between spouses resulting from a judgment of divorce or a judgment of separate maintenance or from a property settlement agreement incidental to such a judgment.
11. Transfers or exchanges to or from any governmental entity.
12. Transfers from an entity that has acquired title or assignment of a real estate contract to a piece of residential real property to assist the prior owner in relocating, as long as the entity makes available to the BUYER a copy of the property disclosure statement, any inspection reports if any furnished to the entity by the prior owner, or both.
13. Transfers to an inter vivos trust.
14. Acts that, without additional consideration and without changing ownership or ownership interest, confirm, correct, modify, or supplement a deed or conveyance previously recorded.

SELLER claims that he/she is exempt from filling out the Property Disclosure Document and warrants that SELLER has no knowledge of known defects to the property. SELLER is claiming exemption number(s) _____ above.

SELLER (sign) _____ (print) _____ Date _____ Time _____

SELLER (sign) _____ (print) _____ Date _____ Time _____

BUYER (sign) _____ (print) _____ Date _____ Time _____

BUYER (sign) _____ (print) _____ Date _____ Time _____

OR

SELLER has reviewed this Exemption page. SELLER does not claim any of the Exemptions listed on this page. Accordingly, SELLER will complete the Property Disclosure Form.

SELLER (sign) _____ (print) _____ Date _____ Time _____

SELLER (sign) _____ (print) _____ Date _____ Time _____

BUYER (sign) _____ (print) _____ Date _____ Time _____

BUYER (sign) _____ (print) _____ Date _____ Time _____

PROPERTY DISCLOSURE DOCUMENT

In accordance with LSA-R.S. 9:3196-3200, a SELLER of residential real property must furnish BUYERS with a Property Disclosure Document. A complete copy of these statutes can be found at www.legis.la.gov. 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.

RIGHTS OF BUYER AND CONSEQUENCES FOR FAILURE TO DISCLOSE: If the Property Disclosure Document is delivered after the BUYER makes an offer, the BUYER 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 be without penalty to the BUYER and any deposit or earnest money must be promptly returned to the BUYER (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. 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 licensee has actual knowledge of the error, inaccuracy, or omission by the SELLER.

KEY DEFINITIONS:

- **Residential real property or 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 or 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 property.
 - (c) If not repaired, removed, or replaced, significantly shortens the expected normal life of the property.

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 BUYER.
- The Property Disclosure Document may not be used as a substitute for any inspections or warranties that the BUYERS or SELLER may obtain.
- Nothing in this law precludes the rights or duties of a BUYER to inspect the physical condition of the property.
- The SELLER shall not be liable for any error, inaccuracy, or omission, of any information required to be delivered to the BUYERS if the error, inaccuracy, or omission, was not a willful misrepresentation, according to the best of the SELLER's information, knowledge and belief or was based on information provided by a public body or another person with a professional license or special knowledge, who provided a written or oral report or opinion that the SELLER reasonably believed to be correct and which was transmitted by the SELLER to the BUYER.

The following representations are made by the SELLER and **NOT** by any real estate licensee.
 It is not a substitute for any inspections or professional advice the BUYER may wish to obtain.
 The following information is based only upon the SELLER's actual knowledge of the property. The SELLER can only disclose what the SELLER actually knows. The SELLER may not know about all material or significant items affecting the property.

Y = Yes N = No NK = No Knowledge

SECTION 1: LAND

- (1) What is the length of ownership of the property by the SELLER? _____
- (2) Lot size or acres _____
- (3) Are you aware of any servitudes/encroachments regarding the property, other than typical/customary utility servitudes, that would affect the use of the property? ☐ Y ☐ N
- (4) Are you aware of any rights vested in others? Check all that apply and explain at the end of this section.
- | | | | |
|----------------------------|---|-----------------|---|
| Timber rights | <input type="checkbox"/> Y <input type="checkbox"/> N | Common driveway | <input type="checkbox"/> Y <input type="checkbox"/> N |
| Right of ingress or egress | <input type="checkbox"/> Y <input type="checkbox"/> N | Mineral rights | <input type="checkbox"/> Y <input type="checkbox"/> N |
| Right of way | <input type="checkbox"/> Y <input type="checkbox"/> N | Surface rights | <input type="checkbox"/> Y <input type="checkbox"/> N |
| Right of access | <input type="checkbox"/> Y <input type="checkbox"/> N | Air rights | <input type="checkbox"/> Y <input type="checkbox"/> N |
| Servitude of passage | <input type="checkbox"/> Y <input type="checkbox"/> N | Usufruct | <input type="checkbox"/> Y <input type="checkbox"/> N |
| Servitude of drainage | <input type="checkbox"/> Y <input type="checkbox"/> N | Other _____ | |
- (5) Has any part of the property been determined to be or pending determination as a wetland by the United States Army Corps of Engineers under §404 of the Clean Water Act? ☐ Y ☐ N ☐ NK

If yes, documentation is attached and becomes a part of this Property Disclosure Document.

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 **BUYER** of a property for this determination. A property that has been determined a wetland may result in additional costs for a Section 404 permit.

- (6) Has any flooding, water intrusion, accumulation, or drainage problem been experienced with respect to the land:
- (a) during the time the SELLER owned the property? ☐ Y ☐ N
If yes, indicate the nature and frequency of the defect at the end of this section.
- (b) prior to the time the SELLER owned the property? ☐ Y ☐ N ☐ NK
If yes, indicate the nature and frequency of the defect at the end of this section.
- (7) What is/are the flood zone classification(s) of the property? _____ What is the source and date of this information? Check all that apply.
- ☐ Survey/Date _____ ☐ Elevation Certificate/Date _____ ☐ Other/Date _____
- ☐ FEMA Flood Map - <https://msc.fema.gov/portal>

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

SECTION 2: TERMITES, WOOD-DESTROYING INSECTS AND ORGANISMS

- (8) Has the property ever had termites or other wood-destroying insects or organisms?
- (a) during the time the SELLER owned the property? ☐ Y ☐ N
- (b) prior to the time the SELLER owned the property? ☐ Y ☐ N ☐ NK
- (c) Was there any damage to the property? ☐ Y ☐ NK
- (d) Was the damage repaired? ☐ Y ☐ NK

- (9) If the property is currently under a termite contract provide the following:

- (a) Name of company _____
- (b) Date contract expires _____
- (c) List any structures not covered by contract _____

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

SECTION 3: STRUCTURE(S)

(10) What is the approximate age of all structures on property? Main structure _____ Other structures _____

(11) Have there been any additions or alterations made to the structures during the time the SELLER owned the property?

☐ Y ☐ N

If yes, were the necessary permits and inspections obtained for all additions or alterations?

☐ Y ☐ N ☐ NK(12) What is the approximate age of the roof of each structure? Main structure _____
Other structures _____

(13) Are you aware of any defects regarding the following? Check all that apply and if yes, explain at the end of this section.

Roof ☐ Y ☐ N
 Interior walls ☐ Y ☐ N
 Floor ☐ Y ☐ N
 Attic spaces ☐ Y ☐ N
 Porches ☐ Y ☐ N
 Steps/Stairways ☐ Y ☐ N
 Pool ☐ Y ☐ N
 Decks ☐ Y ☐ N
 Windows ☐ Y ☐ N

Ceilings ☐ Y ☐ N
 Exterior walls ☐ Y ☐ N
 Foundation ☐ Y ☐ N
 Basement ☐ Y ☐ N
 Overhangs ☐ Y ☐ N
 Railings ☐ Y ☐ N
 Spa ☐ Y ☐ N
 Patios ☐ Y ☐ N
 Other _____

(14) Has any structure on the property ever flooded, by rising water or otherwise?

(a) during the time the SELLER owned the property?

☐ Y ☐ N

(b) prior to the time the SELLER owned the property?

☐ Y ☐ N ☐ NK

If yes, give the nature and frequency of the defect at the end of this section.

(15) Is there flood insurance on the property?

☐ Y ☐ N

If yes, attach a copy of the policy declarations page.

(16) Does SELLER have a flood elevation certificate that will be shared with BUYER? ☐ Y ☐ N

(17) Has there ever been any property damage, including, but not limited to, fire, wind, hail, lightning, or other property damage, excluding flood damage referenced in Section 3?

(a) during the time the SELLER owned the property?

☐ Y ☐ N

(b) prior to the time the SELLER owned the property?

☐ Y ☐ N ☐ NK

If yes, detail all property damages/defects and repair status at the end of this section

(18) Has there been any foundation repair?

(a) during the time the SELLER owned the property?

☐ Y ☐ N

(b) prior to the time the SELLER owned the property?

☐ Y ☐ N ☐ NK

(c) Is there a transferable warranty available?

☐ Y ☐ N ☐ NK

(d) If yes, provide the name of warranty company _____

(19) Does the property contain exterior insulation and finish system (EIFS) or other synthetic stucco?

☐ Y ☐ N ☐ NKQuestion Number Explanation of "Yes" answers ☐ Additional sheet is attached

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.

SECTION 4: PLUMBING, WATER, GAS, AND SEWERAGE

(20) Are you aware of any defects with the plumbing system?

(a) during the time the SELLER owned the property?

☐ Y ☐ N

(b) prior to the time the SELLER owned the property?

☐ Y ☐ N ☐ NK

(21) Are there any known defects with the water piping?

- (a) during the time the SELLER owned the property? ☐ Y ☐ N
 (b) prior to the time the SELLER owned the property? ☐ Y ☐ N ☐ NK
 (c) The water is supplied by:
☐ Municipality ☐ Private utility ☐ On-site system ☐ Shared well system ☐ None
 (d) How many private wells service the primary residence only? _____
 (e) If there are private wells, when was the water last tested? Date _____ Results _____
 (f) Are you aware of any polybutylene piping in the structure? ☐ Y ☐ N ☐ NK

(22) Is there gas service available to the property?

- (a) If yes, what type? ☐ Butane ☐ Natural ☐ Propane
 (b) If yes, are there any known defects with the gas service? ☐ Y ☐ N ☐ NK
 (c) If Butane or Propane, are tanks ☐ Owned or ☐ Leased

(23) Are there any known defects with any water heater?

- (a) during the time the SELLER owned the property? ☐ Y ☐ N
 (b) prior to the time the SELLER owned the property? ☐ Y ☐ N ☐ NK

(24) The sewerage service is supplied by: ☐ Municipality ☐ Other _____

(a) How many private sewer systems service the primary residence only? _____

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

SELLER must attach a private water/sewage disclosure if the property described herein is not served by a municipality waste treatment.

SECTION 5: ELECTRICAL, HEATING AND COOLING, APPLIANCES

(25) Are there any known defects with the electrical system?

- (a) during the time the SELLER owned the property? ☐ Y ☐ N
 (b) prior to the time the SELLER owned the property? ☐ Y ☐ N ☐ NK
 (c) Are you aware of any aluminum wiring in the structure? ☐ Y ☐ N ☐ NK

(26) Are there any known defects with the heating or cooling systems?

- (a) during the time the SELLER owned the property? ☐ Y ☐ N
 (b) prior to the time the SELLER owned the property? ☐ Y ☐ N ☐ NK

(27) If a fireplace(s) exists, is it working?

☐ Y ☐ N ☐ NK

(28) Are there any known defects in any permanently installed or built-in appliances?

- (a) during the time the SELLER owned the property? ☐ Y ☐ N
 (b) prior to the time the SELLER owned the property? ☐ Y ☐ N ☐ NK

(29) What type of alarm system is installed? (check all that apply)

☐ None ☐ Security ☐ Fire Are they: ☐ Leased ☐ Owned

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

SECTION 6: MISCELLANEOUS

(30) Are you aware of any building restrictions or restrictive covenants which may provide for restrictions as to the use of the property or as to the type of construction or materials to be used in the construction of any of structure on the property? ☐ Y ☐ N

(31) What is the zoning of the property? _____

Has it ever been zoned for commercial or industrial?

☐ Y ☐ NK

(32) Is the property located in an historic district? ☐ Y ☐ N ☐ NK
If yes, which historic district? _____ (See attached disclosure)

(33) Are you aware of any conflict with current usage of the property and any zoning, building, and/or safety restrictions? ☐ Y ☐ N

(34) Are you aware of any current governmental liens or taxes owing on the property? ☐ Y ☐ N

(35) 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
(a) Are any HOA, COA, or POA dues required? ☐ Y ☐ N
If yes, what is the amount? \$ _____ per _____
(b) Are there any current or pending special assessments? ☐ Y ☐ N ☐ NK
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.

(36) Are the streets accessing the property ☐ Private ☐ Public ☐ NK

(37) Is there a homestead exemption in effect? ☐ Y ☐ N ☐ NK

(38) Is there any pending litigation regarding the property not previously disclosed in this document? ☐ Y ☐ N ☐ NK

(39) Has an animal or pet ever inhabited the structure?
(a) during the time the SELLER owned the property? ☐ Y ☐ N
(b) prior to the time the SELLER owned the property? ☐ Y ☐ N ☐ NK

(40) Does the property or any of its structures contain any of the following? Check all that apply and provide additional details 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	Electromagnetic fields	<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	Contaminated flooring	<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		

(41) Is there or has there ever been an illegal laboratory for the production or manufacturing of methamphetamine in operation on the property? ☐ Y ☐ N ☐ NK

(42) Is there a cavity created within a salt stock by dissolution with water underneath the property? ☐ Y ☐ N ☐ NK

(43) Is there a solution mining injection well within 2640 feet (1/2 mile) of the property? ☐ Y ☐ N ☐ NK

(44) Are there any solar panels on the property? ☐ Y ☐ N ☐ NK

If yes, are they: ☐ Leased ☐ Owned ☐ Removable ☐ Monthly Payment Amount _____

(45) Was SELLER and/or previous owner a recipient of any of the following: ☐ NK

☐ Road Home grant \$ _____ (amount received)
☐ FEMA \$ _____ (amount received)
☐ SBA \$ _____ (amount received)
☐ Other Federal disaster flood assistance \$ _____ (amount received)

If YES, complete (a) - (e.i.) below.

a. Is the property subject to the Road Home Declaration of Covenants Running with the Land or other requirements to obtain and maintain flood insurance on the property? ☐ Y ☐ NK

Property Description (Address, City, State, Zip) _____

- b. If YES, attach a copy of the Road Home Program Declaration of Covenants other requirements to obtain and maintain flood insurance on the property.
- c. Has SELLER personally assumed any terms of the Road Home Program Grant Agreement? ☐ Y ☐ NK
- d. Has the SELLER been a recipient of any elevation grants for this property? ☐ Y ☐ N
- i. If YES, what is the amount received? _____
- e. Was the previous owner of the property a recipient of any elevation grants for this property? ☐ Y ☐ N ☐ NK
- i. If YES, what was the amount received? _____

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

ACKNOWLEDGEMENTS

All SELLERS are required to make written disclosure of known defects regarding a property being transferred. 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. 9:3196-3200 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 _____

INFORMATION ONLY

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required 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. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property Description (Address) _____

City, State, Zip _____

Seller's Disclosure

(A) Presence of lead-based paint and/or lead-based paint hazards (check (1) or (2) below):

(1) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing.

Explain: _____

(2) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(B) Records and reports available to the seller (check (1) or (2) below):

(1) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

List documents: _____

(2) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial below)

(C) _____ Purchaser has received copies of all information listed above.

(D) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(E) Purchaser has (check (1) or (2) below):

(1) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(2) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial below)

(F) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Property Description (Address)
City, State, Zip

Certification of Accuracy
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller

Date

Purchaser

Date

Seller

Date

Purchaser

Date

Agent

Date

Agent

Date

INFORMATION ONLY

Property address, street, city, state, zip

WOOD-DESTROYING INSECTS INSPECTION REPORT ADDENDUM

Louisiana Residential Agreement to Buy or Sell (the "Agreement") dated _____:

Regardless of any inspection performed or available to BUYER, SELLER shall provide at Act of Sale a wood destroying insect report issued, dated within thirty (30) calendar days prior to the Act of Sale, by a pest control company licensed by the State of Louisiana indicating no visible evidence of active infestation. If either the BUYER's wood-destroying insect report or the wood destroying insect report obtained by SELLER indicates active infestation, SELLER shall provide, at SELLER's expense, extermination and treatment of the active infestation by a licensed pest control company prior to the Act of Sale.

If structural damage caused by wood destroying insects is revealed, SELLER shall select one of the following two (2) options and notify BUYER as set forth below:

Option 1: SELLER agrees to repair such structural damage prior to the Act of Sale; or

Option 2: SELLER shall not make any structural repairs and give BUYER the option to accept the Property with such structural damage or terminate the Agreement. If BUYER terminates the Agreement due to structural damage as provided in this paragraph, BUYER shall be entitled to return of the Deposit and to recover from SELLER actual costs incurred in processing of the sale as well as legal fees incurred by BUYER.

Notice to BUYER shall be in writing and within five (5) calendar days of receipt by SELLER of the wood destroying insect report or the date of the Act of Sale, whichever is earlier:

All other terms and conditions contained within the Agreement remain unchanged.

X

Sign Seller's Full Name (First, Middle, Last)

Sign Seller's Full Name (First, Middle, Last)

Print Seller's Full Name

Print Seller's Full Name

Day Date Time AM / PM

Day Date Time AM / PM

X

Sign Buyer's Full Name (First, Middle, Last)

Sign Buyer's Full Name (First, Middle, Last)

Print Buyer's Full Name

Print Buyer's Full Name

Day Date Time AM / PM

Day Date Time AM / PM

ADDENDUM to PROPERTY DISCLOSURE DOCUMENT FOR RESIDENTIAL REAL ESTATE
DISCLOSURE OF INFORMATION ON RESIDENTIAL SEWERAGE TREATMENT SYSTEMS

Property Address _____ City _____ State _____ Zip _____

SELLER OF RESIDENTIAL REAL ESTATE: Complete this disclosure document if city, town, or municipality waste treatment does **not** serve the property described herein.

Improperly treated or partially treated residential sewage poses significant risks to human health and to the environment. Untreated or poorly treated water contains parasites, bacteria, and viruses that cause serious disease. D.H.H Title 51, Subsection 707 states: "Individual sewerage systems shall be kept in service and in serviceable condition sufficient to ensure compliance with this code and in order to avoid creating or contributing to a nuisance or public health hazard."

HEALTH HAZARDS AND DISEASES

Gastroenteritis – severe inflammation of the intestines that may cause severe vomiting and diarrhea leading to dehydration.

Severe infection – result of contact with untreated water where there are cuts or abrasions on the skin.

Hepatitis – serious infection of the liver that can lead to long term illness.

A residential sewerage treatment system that is not properly operated or maintained may also result in the pooling of improperly treated water at the surface. **Health risks also exist from mosquito infestations that may cause West Nile Virus, Encephalitis, and other diseases. Improperly operating systems may be subject to fines and penalties under Louisiana law.**

1. Sewerage treatment is supplied by:

☐ Private Utility ☐ Onsite System ☐ None ☐ Not Known

2. If there is an onsite system, is it permitted by the Louisiana Department of Health (LDH)?

☐ Yes ☐ No ☐ Not Known

You can follow the link to contact your local Parish Health Unit for all of the information below.

<http://ldh.la.gov/index.cfm/page/394>

3. List of Current Installers and Maintenance Providers: <http://ldh.la.gov/index.cfm/newsroom/detail/2082>

4. If there is an onsite system, it is:

☐ Septic Tank w/field lines ☐ Aerobic Treatment Unit ☐ Septic tank w/Oxidation Pond ☐ Other
☐ Not Known

a. Is there more than one system on the property, e.g. guest house, outbuildings, barns, etc.?

☐ Yes ☐ No ☐ Not Known

If yes, answer all questions for each system on a separate sheet of paper and attach to this addendum.

5. What is the approximate age of the system? _____ ☐ Not Known

- a. The original permit was issued by _____ on _____ (date). ☐ Not Known
(Typically, a non-permitted system of any type is illegal, regardless of age or type.)
- b. The system was last inspected by _____ on _____ (date). ☐ Not Known
- c. Is an inspection report attached? ☐ Yes ☐ No
- d. Has the health department inspected the system? ☐ Yes ☐ No ☐ Not Known
- e. If **yes**, on what date was the inspection? _____ (date)
6. The system was last pumped out when? _____ (date)
7. Is the system an **Aerobic Treatment Unit**? ☐ Yes ☐ No ☐ Not Known
- a. If yes, name the manufacturer. _____
(The name of the manufacturer may be located on the data plate on the tank, compressor, or control box.)
- b. If yes, do you have an ongoing maintenance agreement with a licensed maintenance provider?
☐ Yes ☐ No ☐ Not Known
(D.H.H. Title 51, Appendix A, Section A:6, 12 requires that perpetual maintenance be provided on Individual Mechanical Sewerage Treatment Plants.)
8. What type of discharge is used?
☐ Surface Drainage ☐ Drain-Field ☐ Spray Irrigation ☐ Artificial Drain-Field ☐ Drip Disposal
☐ Over Land Surface Flow ☐ Below Ground Pipe to Ditch or Stream ☐ Not Known
(D.H.H. Title 51, Subsection 717 prohibits the discharge of the effluent from septic tanks into street gutters, surface ditches or streams.)
9. If the discharge is from over land flow or from a pipe, where does it drain? _____
10. What type of tank is used?
☐ Metal ☐ Concrete ☐ Fiberglass ☐ Other ☐ Not Known
11. Does the system have a compressor/aerator? ☐ Yes ☐ No ☐ Not Known
- a. If yes, where is it located? _____
- b. If yes, is it in working order? ☐ Yes ☐ No ☐ Not Known

BUYER RESPONSE TO PROPERTY INSPECTION

PROPERTY DESCRIPTION

Municipal Address _____

Subdivision _____

Lot Number _____ City _____

Parish _____

RESIDENTIAL AGREEMENT TO BUY AND SELL

Dated _____

Name of Buyer _____

Name of Buyer _____

Name of Seller _____

Name of Seller _____

☐ Inspections allowed by the Residential Agreement to Buy and Sell have been completed. The reports and the conditions stated therein are **satisfactory** and hereby **approved by BUYER**.

☐ Inspections allowed by the Residential Agreement to Buy and Sell have been completed. The reports and the conditions stated therein are **unsatisfactory** and hereby **not approved by BUYER**. Deficiencies and the desired remedies are listed below:

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

BUYER has attached a copy of all applicable inspection reports. Remedy of any or all of the deficiencies listed herein are to be made at **SELLER** expense.

SELLER shall respond in writing within seventy-two (72) hours after receipt of this Buyer Response to Property Inspection, or within seventy-two (72) hours after **SELLER DESIGNATED AGENT** has received this Buyer Response to Property Inspection, whichever is earlier. Seller response shall be made on the Seller Response to Property Inspection form (Page 2).

If **SELLER** refuses to remedy any or all of the deficiencies listed herein, **BUYER** shall have seventy-two (72) hours from the date of the Seller Response to Property Inspection, or from the date that such response was due, whichever is earlier, to (a) accept the Seller Response to Property Inspection, or (b) accept the Property in its current condition, or (c) terminate the Residential Agreement to Buy and Sell. **BUYER** response shall be made on the Buyer Final Response form (Page 2).

If **BUYER** fails to respond in writing to the Seller Response to Property Inspection within the seventy-two (72) hours specified herein, or if **BUYER** elects to terminate the Residential Agreement to Buy and Sell, the Agreement shall be automatically ipso facto null and void, with no further action required by either party, except for return of the Deposit to the **BUYER**.

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

Signature of Buyer _____

Date/Time _____

Signature of Buyer _____

Date/Time _____

Acknowledgement of Receipt

Seller Designated Agent Signature _____

Date/Time _____

SELLER RESPONSE TO PROPERTY INSPECTION

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

☐ **SELLER agrees to remedy only those items on the Buyer Response to Property Inspection that are checked below, at least five (5) working days prior to the act of sale, and will provide BUYER with copies of paid receipts or other proof of repairs: Initial each selected item:**

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

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

☐ **SELLER will not remedy any item listed on the Buyer Response to Property Inspection.**

If SELLER does not agree to remedy all deficiencies listed on the Buyer Response to Property Inspection, BUYER shall have seventy-two (72) hours after receipt of this Seller Response to Property Inspection, or seventy-two (72) hours after receipt by the BUYER DESIGNATED AGENT, whichever is earlier, to submit the Buyer Final Response (Page 2).

Signature of Seller _____ Date/Time _____

Signature of Seller _____ Date/Time _____

Acknowledgement of Receipt

Buyer Designated Agent Signature _____ Date/Time _____

BUYER FINAL RESPONSE

Select all that apply:

☐ Seller Response to Property Inspection was received in accordance with the provisions of the Buyer Response to Property Inspection and the Residential Agreement to Buy and Sell.

☐ Seller Response to Property Inspection was **not** received in accordance with the provisions of the Buyer Response to Property Inspection and the Residential Agreement to Buy and Sell.

☐ **BUYER** elects to proceed toward the act of sale.

☐ **BUYER does not** elect to proceed toward the act of sale and does hereby declare the Residential Agreement to Buy and Sell null and void. A cancellation of the Residential Agreement to Buy and Sell is attached.

Buyer's Signature _____ Date/Time _____

Buyer's Signature _____ Date/Time _____