

*What happens when you get a small  
group of highly creative people together?*

*They seek only to excel, exceed, and astonish.*

*And the result?*

*Your home is **SOLD!***

*Call today to schedule a consultation.*

**Janet Anderson**

*Art  
of  
Home Selling*

**RE/MAX Select**

**13360 Coursey Blvd., Suite B  
Baton Rouge, LA 70816**

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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 the opportunity to show you what I can do to get your home sold!

National statistics and surveys reveal only 22% of home sellers were satisfied with the agent who helped them buy or sell their home.

You will receive nothing but the best quality service from Janet Anderson. I have put together a state-of-the-art real estate practice with a team of top quality professionals who are available to service your real estate needs in every capacity.

Do I have satisfied clients? YES! I survey every client after their real estate transaction, and I am proud to say that my clients rave about the fabulous service they receive.

Janet Anderson continually strives to improve the services I provide. And, you'll get the benefit of my experience, including the following:

## **Advice to Help Your Home Sell Quickly**

Not only do you get suggestions for how to prepare your home so that it will show its best, but you've also received in your package tips on how to price your home appropriately. In addition, I will give you specific suggestions to improve the impression your house will make on buyers.

## **Pros and Cons of Contract Proposals**

When I bring the contract proposals to you for your consideration, we will explain them to you and include an estimated-closing-cost statement so that you'll have all the facts to make a good decision. During this step, I will use our negotiating skills that have helped thousands of sellers get top dollar to help you get top dollar for your home, as well.

## **Process of Selling a Home**

I'll explain the entire selling process so there won't be any surprises along the way.

When you hear of anyone who would benefit from my services, I'd greatly appreciate you passing along one of my business cards.

Thank You!

  
Janet Anderson, REALTOR®



# Commonly Asked Seller Questions

## **How can I get the highest price for my property?**

Your decision to sell your property is one that we take very seriously. It is our goal to sell your home in the shortest amount of time, at the highest price, and with the fewest hassles. In order to do that, we conduct an analysis of similar properties that have been placed on the market—especially those that have sold. Based on that analysis and the timeframe you establish for selling your property, we recommend a price for your property that will allow it to be sold in the shortest amount of time.

Research shows that the longer a property is on the market the more difficult it is to sell. In order to establish the proper selling price, we provide you with the information you need, which includes the analysis and other factors to consider. Once you list your property with us, we constantly monitor these market indicators and keep you informed of any pertinent changes.

## **What happens if I overprice my property?**

1. Many potential buyers won't look at your property because they assume it is out of their price range.
2. Comparison shoppers will be encouraged to bid on another property. In essence, you are helping to market someone else's properly priced home.
3. Properties left on the market for extended periods of time become shopworn.
4. Buyers assume that something is wrong with the property or it would have been already sold.
5. Other agents are less likely to show your property to their buyers.

## **How quickly can I sell my property?**

Of course, you want to sell your property quickly, and that is our number-one goal! The length of time your property is on the market is directly related to the selling price. If a home is not selling, the marketplace is saying the property is not priced properly. As you make your decision to sell, we talk with you regarding timelines for selling the property, and we make recommendations to you regarding pricing and the factors that may influence the price.

### **How many buyers will look at my property?**

We know that selling is not only an important decision, it can be an inconvenience to you as well. Nothing is more frustrating than showing a house to a buyer who is not serious about purchasing or is financially incapable of buying your home.

To minimize unnecessary showings, we spend a great deal of time interviewing potential buyers to determine their level of interest, dreams, and financial abilities. This ensures that we only show your property to people who are truly looking for your type of house and that they are able to afford it should it meet their needs. By spending this extra time with buyers, we show your property to fewer people, but experience has shown that they are better prospects and more likely to purchase your home.

### **How long will it take to sell my home?**

There is no easy answer. Some homes sell in a few days, others may take several months. Recognizing the key factors influencing a sale can give you significant control over market time. The proper balance of these factors will expedite your sale:

Location - Location is the single greatest factor affecting value. Neighborhood desirability is fundamental to a property's fair market value. Other factors such as traffic patterns and the condition and type of neighboring and nearby properties will also affect your home's value.

Competition - Buyers compare your property against competing properties. Buyers interpret value based on available properties.

Timing - The overall real estate market in your geographic area may reflect a seller's market or a buyer's market. Market conditions cannot be manipulated; an individually tailored marketing plan must be developed accordingly.

Condition - Property condition affects price and speed of sale. Optimizing physical appearances and advance preparation for marketing maximizes value.

Terms - Flexible financing and broader market will bring a quicker sale and higher price. Terms structured to meet your objectives are important to successful marketing.

Price - If the property is not properly priced, a sale may be delayed or even prevented. Janet Anderson & Company's comprehensive market study will consult and assist you in determining the best possible price for your home.

# Benefits of Having a Realtor

## From A-Z

Homeowners who attempt to sell their homes without the assistance of a real estate professional generally do so for only one reason: to avoid paying a commission fee.

Is it worth it? Only the homeowner can answer that, but experience has shown that many For Sale By Owners find that it's not. In fact, 91% of For Sale By Owners eventually end up listing with a Realtor®.

Before making a costly mistake, consider these benefits that you receive from working with a trained real estate professional.

- A** Advertising: The broker pays all the advertising costs.
- B** Bargain: Research shows that 77% of sellers felt their commissions were "well spent."
- C** Contract Writing: The Realtor can supply standard forms to speed the transaction.
- D** Details: A Realtor frees you from handling the many details of selling a home.
- E** Experience and Expertise: In marketing, financing, negotiations, and more.
- F** Financial Know-How: A Realtor is aware of the many options for financing the sale.
- G** Glossary: A real estate professional understands and can explain real estate lingo.
- H** Homework: A Realtor will do homework on how to best market your home.
- I** Information: If you have a real estate question, a Realtor will know (or can get) the answer.
- J** Juggle Showings: A Realtor will schedule and handle all showings.
- K** Keeps Your Best Interests in Mind: It's a Realtor's job.
- L** Laws: A real estate professional will be up to date on real estate laws that affect you.
- M** Multiple Listing Service (MLS): The most effective means of bringing together buyers and sellers.
- N** Negotiations: A Realtor can handle all price and contract negotiations.
- O** Open Houses: A popular marketing technique.
- P** Prospects: The broker has a network of contacts who can produce potential buyers.
- Q** Qualified Buyers: Avoid opening your home to "curiosity seekers."
- R** Realtor: A member of the National Association of Realtors (NAR) who subscribes to a strict code of ethics.
- S** Suggested Price: The Realtor will do a market analysis to establish a fair-market price range.
- T** Time: One of the most valuable resources in a Realtor.
- U** Unbiased Opinion: Most owners are too emotional about their homes to be objective.
- V** V.I.P.: That's how you'll be treated by your Realtor.
- W** Wisdom: A knowledgeable Realtor can offer the wisdom that comes with experience.
- X** X Marks the Spot: A Realtor is right there with you through the final signing of papers.
- Y** Yard Signs: A Realtor provides a professional sign, encouraging serious buyers.
- Z** Zero-Hour Support: Selling a home can be an emotional experience. A Realtor can help.





# How to Find the Right Agent

**Selling a home can be an exciting process, especially with the right agent. Here are a few tips on how to make the best choice:**

## **Ask for Recommendations**

A great source for recommendations are people who have recently sold a home in your area. Keep an eye out for Realtor signs around houses for sale in your neighborhood. Also, ask the manager at a local real estate office. He or she can recommend an agent who specializes in your type of property and community.

## **Narrow Your Search**

Ask yourself, “Do you trust the individual?”, “Could you have a solid working relationship with the individual?” You’ll be working intimately with the agent through the duration of your home’s sale. Does the agent make you feel comfortable?

## **Ask the Agent Questions**

Additional questions that may be asked include, “Where is the agent’s primary market concentration?”, “What is the average price range?”, “What services does the agent provide for his or her fee?” Agents with higher fees may offer more selling mediums, resulting in a higher selling price. “How would he or she establish the price and promote your home?” Each agent would execute the sale differently. “What promotional tools are relied on?” “Is the agent a member of the MLS (Multiple Listing Service)?”

## **After the Agent Has Visited Your Home, Visit His or Her Office**

After having a look around, “Is the office professional, attractive, and well-organized?”, “Does it offer accessibility to meet your specific needs?”

## **At the Conclusion of the Interviewing Process**

If you are unsatisfied with the agent’s plan or personality, thank the agent for his or her time, and repeat the process with another agent. If you are happy with the agent, make the commitment to yourself to stick with him or her, for it can be time-consuming to switch agents. In addition, it may leave a negative impression upon your home.



# The Truth About Real Estate

## **Myth #1**

**“Discount” brokers can do an adequate job selling real estate.**

## **Reality**

Promotional costs such as photographs, brochures, newspaper ads, MLS insertion fees, printing, direct mail, personally distributed newsletters, professional support staff, Web-site maintenance and fees, signs, and more are paid for by a full-service, full-fee agent.

## **Ask yourself:**

**“Will the discount broker offer a complete marketing campaign?”**

**“Does the discount broker have a staff to personally attend to your specific needs?”**

**“Does he or she have a proven track record of success, or is he or she using the discounted commission to win our business?”**

**“Does he or she have the expertise to guide you through problems that may develop during the closing process?”**

**“Will the discount broker be motivated during difficult times to go the extra mile for you, or will they move on to another deal that doesn’t take so much of their time?”**

**“Your home is an asset to a discount broker and makes their phone ring. If your home sells, they lose business. Why would they want to sell your home for a discounted fee when they can make more selling other properties?”**

**Remember that you only pay a commission if and when your property sells successfully. The supply of buyers through your home will be very restricted if marketing is limited.**

### **Myth #2**

Janet Anderson sells a lot of real estate. Perhaps she is too busy to pay attention to my listing.

### **Reality**

Just as superior restaurants are busy at dinner time and superior doctors have long patient lists, her success in marketing homes provides her with many more homes to sell. Like good restaurants and doctors, Janet has a support system to devote the time and attention required to sell your property successfully. She built her business one satisfied customer at a time. Our goal is for you to be another satisfied customer who spreads the word about how well you were treated.

### **Myth #3**

You should select the Realtor who says they can get you the highest price.

### **Reality**

This is the oldest scam in real estate: Tell the seller what they want to hear, act excited, and compliment the home to get the listing. Then ask for a price reduction in a few days—or even a few weeks. Don't buy into that. Insist on a written, well-researched market analysis. Select your Realtor based on credentials and track record, and then use market data to decide on price.

**Never Select An Agent Based On The Price They Recommend!**

**Call Janet Anderson**

**She will provide you the information you need  
and the help you deserve!**

**Direct: 225-252-3119**

**Office: 225-291-1234**



# Our Strategy

## **What is a “Real Estate Consultant?”**

A real estate consultant invests the time at the beginning of your relationship. As your “trusted advisor,” they will meet you at your level and offer the guidance and education that you need to make you comfortable with being committed to your real estate decisions.

As your personal real estate consultants, we optimize your experience with the real estate process by adhering to the following seven principles:

- We believe that every man, woman, and child has dignity; therefore, we consistently demonstrate a deep sense of empathy.
- We believe that most people feel out of control during the transaction; therefore, we constantly remind ourselves that people are silently asking to be led.
- We believe communicating with compassion is the greatest way to make an impact; therefore, we communicate with compassion or we don’t communicate at all.
- We believe the word “service” means to put others ahead of ourselves; therefore, we always keep others at the center of our attention.
- We believe that success comes to those who have well-defined goals and plans to attain them; therefore, we concentrate on helping people gain focus so that they can take trusted action.
- We believe every person has a hierarchy of trust within every relationship; therefore, we grow to understand what the highest level of trust is within a deep spiritual base.
- We believe that the development of positive people skills and a hopeful attitude is necessary to truly serve others; therefore, we have an ongoing program of personal and professional development.

**We will be here to help you every step of the way. We promise:**

### **To handle the detail work**

We will handle everything including: mechanical and termite inspections, title work, earnest money, appraisals, mortgage work, and all of the many details to ensure a successful close.

### **To stay in touch with you**

You will know what is going on every step of the way and where we are in the marketing process. We will always be accessible to you.

### **To help maintain the property**

We can provide competent contractors, especially if your property is vacant or you are out of town.



# 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.



# Custom Marketing Plan

## **Market Analysis**

The market analysis enables us to develop a target market for your home that, together with the right price, will generate the optimal number of prospects.

To determine your property's fair market value, we:

- Analyze the recent sales and current listings within your geographical area.
- Complete a detailed inspection of the property.

## **Marketing Strategies**

### **Multiple Listing Service (MLS) entry**

The MLS is a database of all the homes for sale within this entire market and is maintained by participating real estate companies. With MLS entry, your property will be exposed to thousands of agents and their buyers.

- Full details of your home are entered into the MLS within 48 hours.
- Once entered, a photo and details of your home will be accessible to all agents in the daily "hot sheet" report of new listings.
- Our Visual Tour provides panoramic views of the main rooms in your home

### **Yard Signage, Custom Brochures, and Brochure-Box Exposure**

An ample supply of brochures will be delivered to your home within 72 hours of listing. In addition, a brochure box will be installed on the yard sign with data sheets that advertise your home to "drive-by buyers." On the backs of all of our brochures we feature a complete inventory of our listings, so your house will be advertised on the brochures of every one of our other sellers' properties.

### **Direct Mailing Campaign**

By your request, we will provide "Just Listed" postcards. Your home will be announced as the market's "new arrival" to the community. Just Listed postcards will be sent to all For Sale By Owner and Expired properties in the area as well.

### **Open House (by seller's request)**

Promoted with signage and advertisements. When possible, coordinated with citywide or other major home tours.

### **Web-Based Promotional Mediums and Unique Internet Web Sites**

[www.artofhomeselling.com](http://www.artofhomeselling.com) - Our main website includes handy features such as: facts about today's real estate market; tips to help you home sell quicker and add value; the ability to have listing alerts e-mailed to you; and comprehensive information to make the buying and selling process as smooth as possible.

[www.batonrougehomestoday.com](http://www.batonrougehomestoday.com) - Janet's blog with information on buying, selling, and owning a home in the Baton Rouge area.

[www.remax.com](http://www.remax.com) - The official RE/MAX website where you can search for listings and find information about the franchise.

[www.realtor.com](http://www.realtor.com), [www.trulia.com](http://www.trulia.com), and [www.zillow.com](http://www.zillow.com) - Handy websites that allows you to search for listings.

[www.janetanderson.com](http://www.janetanderson.com) - Janet's additional personal Website.

### **Social Media**

[Facebook](#), [Instagram](#), [LinkedIn](#), [YouTube](#) - Social media is a huge driving force in my marketing arsenal. Through these social media outlets, I advertise my listings aggressively. A virtual tour video is posted on the RE/MAX First YouTube channel and posted to my social media. In addition to having your listing advertised on my social media, other agents in my company will also help promote your listing to optimize exposure!

### **Phone Systems/Internal and External Communication**

**24 hour phone coverage** - Calls are answered professionally and courteously from 9 a.m. to 6 p.m. on weekdays by our staff. Evening and weekend calls are forwarded directly to an agent.

**Home showings/show reports** - Showings of your home will be scheduled at least two hours in advance, whenever possible. We will call you after each showing when interest is indicated and weekly showing reports will be emailed with all feedback acquired to date if requested.

**Property saleability reviews** - You are invited to discuss any concerns or questions you may have at any time during the listing. Every 30 days from the start of the Listing Contract, you will be contacted to review the pricing, whether to reposition your house in the market, the advertising, and the overall marketing of your house. In addition, updated market evaluations will be performed every 30 days until your property goes under contract.

### **Marketing Plan/Report**

A monthly marketing-plan update and report will be mailed to your attention that will provide a complete record of all showings and responses along with an updated Competitive Market Analysis, a previous and potential advertising schedule, copies of previous advertisements, and other helpful information.



# 24-7 Marketing

## **So What Exactly Is 24-7 Marketing?**

This means that Janet Anderson markets your home 24 hours a day, seven days a week. What the consumer wants today is information; quickly, easily, honestly, and without the traditional hassles. Successful marketing hinges on this exact concept and this is exactly what our 24-7 marketing plan offers.

## **Why Use 24-7 Marketing?**

The traditional Realtor guards information as secret and privileged. Have you ever tried to find out the information you want on an advertised home? Frustrating, isn't it?

Janet Anderson takes a different approach. My 24-7 marketing plan is designed to offer the consumer all of the information they need easily and at their convenience without all the hassles.

## **And How Exactly Is All This Achieved?**

Janet Anderson's pledge to you, as our client, is to get the highest price for your home, with the most favorable terms, in the least amount of time, and with the least inconvenience to you. Even in good real estate markets, the competition is tough. My job is to sell your house. I out-market all of the homes competing for your buyer and we are very good at it. Our proactive marketing campaign includes, but is not limited to, the following:

- I promote your home 24 hours a day to the entire real estate industry and the world through the local Multiple Listing Service and the Internet. Hundreds of people visit my Website daily and e-mail me with requests for more information regarding listings and local-area real estate. Many of these people have become my buyers.
- I regularly advertise your home in the proper mix of some or all of the following: real estate publications, magazines, and the Internet. My advertising program is designed to encourage prospects to call me.
- I work well with other real estate companies. I make it easy for them to work with me. This encourages other agents to show my listings.
- I strongly promote your home within my office. Many of our fine Realtors may already be working with buyers. In addition, we have potential buyers who are in our Buyer's Advantage Program and are looking for a home just like yours.
- I promote your home through my highly effective mailing campaign in which I e-mail information about your home to prospective buyers and to our comprehensive customer mailing list.



- We install a sign and brochure box, if appropriate, and conduct open houses to attract prospective buyers.
- We do whatever it takes to get the job done for you!

#### **Our Exclusive Tools**

- Buyers often judge properties by the ads they see. My attractive, colorful ads are very professional and promote the best features of your property. I employ experienced graphic and web designers who provide cutting-edge marketing strategies.
- Buyers also choose an agent who is respected and well-known to the community. I am an established, service-oriented business. I sincerely care about what's in your best interest, and I know that when I take great care of you, you'll be confident referring me to family, colleagues, and friends.
- Unlike many agents, I always give complete details on a house to prospective buyers who call or visit my office or an open house. That includes price, street address, bedrooms, bathrooms, square footage, and whatever else the prospect might want to know.
- Taking that a step further, I make this information available to potential buyers 24 hours a day on our Web sites.
- I e-mail home information to a large pool of prospective buyers. My interactive Web site offers round-the-clock access to information on any homes for sale in our market area. Buyers are automatically updated daily via e-mail. This innovative tool is invaluable for marketing my listings.
- In addition, I use the reverse-prospect search feature on the Multiple Listing Service. This allows me to match your property with the vast resource of buyers in the system and proactively notify other agents even before they have the new listing information.
- Media advertising is the mechanism that drives the consumer to our information portals. Media advertising includes home publications, local newspapers, the Internet, direct-response mailings, yard signs, home brochures, and more.

**If, for the same cost, You can have 24-7 marketing,  
Why settle for anything less?**

**Call Janet Anderson today  
and let her help you sell your home!**

**Direct: 225-252-3119**

**Office: 225-291-1234**



## 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.*

# Visit Our Websites

**[www.artofhomeselling.com](http://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](http://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](http://www.janetanderson.com)**

**Follow me on these social media sites:**



**[www.linkedin.com/in/janeta](http://www.linkedin.com/in/janeta)**

**[www.facebook.com/artofhomeselling](http://www.facebook.com/artofhomeselling)**

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**[www.twitter.com/Janet\\_Anderson](http://www.twitter.com/Janet_Anderson)**

**twitter**



**[www.activerain.com/batonrougebyjanet](http://www.activerain.com/batonrougebyjanet)**

**[www.instagram.com/artofhomeselling](http://www.instagram.com/artofhomeselling)**

**Instagram**



# Success With the Smooth Sale Program

## Benefits of a Pre-Appraisal, Pre-Inspection, and Home Warranty

The benefits of ordering an appraisal and a pre-sale home inspection when initially listing the home can make the entire marketing process move smoother and quicker. Here are some ways:

- Establishes objective value
- Validates list price and establishes basis for comparison
- Creates awareness of condition of home
- Anticipates potential problem areas and repairs needed
- Saves time and eliminates renegotiation of the contract or having the buyer back out after the inspection!

### Pre-Inspection

A pre-sale inspection can alert you to problems that could complicate a potential sale. By correcting problems early, you make your property more desirable and attractive and it improves the prospective buyer's impression of your home. It also simplifies the negotiation process. It is important to correct even minor problems, such as leaky faucets, loose doorknobs, broken or cracked windows, caulk or grout that needs replacing, or cracked or peeling paint. Other items that are important safety concerns are smoke detectors on every level and in every bedroom and ground-fault circuit interrupters in the kitchen, the bathrooms, and exterior outlets. If your home is more than three years old, a pre-sale home inspection will save you time and money and will increase the saleability of your home.

### Home Protection Plan

You can provide the buyer up to 13 months of coverage on selected items such as:

- Roofing
- Central Heating System
- Electrical Central Air System
- Interior Plumbing
- Built-In Appliances

*You may also have coverage on certain items while your property is listed for sale, even before you pay for the coverage.*

According to a study by the National Warranty Association, a house with a home warranty will sell 60% faster and for a higher price than a house without a warranty.





# Principles of Evaluation

**Cost** - The amount actually paid for a property plus any capital improvements.

**Price** - The stated amount an owner is willing to accept.

**Value** - The amount a buyer is willing to pay under certain circumstances.

**Market Value** - The amount that will bring a sale, based on history of similar properties recently sold.

**Regression And Progression** - The affect that surrounding homes have on property values.

**Substitution** - The actual value of an amenity. Value is determined not by cost invested but by the value derived from it.

## Things That Do Not Affect Value:

Your original cost.

The cost to rebuild the house today.

Your investment in improvements.

Certain types of improvements.

Personal attachment.



# On-Target Pricing

**Goal: To select a price that is right on target and generates offers.**

- If you are getting showings but no one is writing an offer, it generally means that you are in the range of four to six percent above market price.
- If your number of showings is low and you're experiencing a lot of drive-ups but the buyers don't come in to see the home, then your home is between six and twelve percent overpriced.
- If no showings are happening at all, then your house is likely priced twelve percent or more above what the market will bear for your property.

**How will I know if my home is priced correctly?**

Although we will do everything we can to sell your home quickly, at the best price, and with no hassles, the one thing we cannot control or change is the market.

Even though we know how valuable your home is, the value of your home from a selling standpoint will be determined solely by the buyers. Therefore, we have generated the following "levels of seriousness" to help give you better knowledge of whether or not your home is priced correctly. And remember, even if it is priced correctly today, any fluctuation in the market needs to be monitored to make sure that your home is neither overpriced nor underpriced.

## **"Maybe This Seller Isn't Serious" Level**

**SYMPTOMS:** No showings and no offers. The agents and potential buyers are not interested in even seeing your home because they believe they can buy more for their dollars elsewhere.

## **"It's Okay . . . but I Think I'll Keep Looking" Level**

**SYMPTOMS:** Either ten to twelve showings and no offers or just a few showings. The number of showings has slowed down since the first few weeks when the listing was initially placed on the market or the home has been on the market for four to six weeks with no offers. Potential buyers believe that they can still get more house for their dollar and are willing to keep looking.

## **"This Is It!" Level**

**SYMPTOMS:** Showings, second showings, and offers in the first four to six weeks. Congratulations! You have placed your house on the market at the right price. At this level, we should be able to hold within just a few percentage points from where the home is currently listed. Potential purchasers believe that your home is one of the nicest homes and best values on the market and that the price supports their belief that your house might be their next home!



**Drive-bys only**  
**= 13+% off**



# The Impact of Overpricing

- Helps your competition sell their homes.
- Reduces sales-associate activity.
- Reduces advertising response.
- Sends interested buyers to other properties.
- Attracts the wrong prospects.
- Eliminates offers.
- Can cause appraisal problems.
- Extends market time.

## Most Common Reasons Sellers Want to Overprice Property

Over-improvement – The seller has over-improved the property in relation to what the market feels are adequate improvements.

Need – Owner's need for money (amount owed on the property, for example).

Buying In Higher-priced Area – Cost of new home where seller is moving is higher.

Original Purchase Price Was Too High – Seller paid too much.

Move Isn't Necessary – Seller doesn't have to move, so decides to play the market.

Corporate Buyout – Seller has a guaranteed buyout.

Lacking Factual Data – Seller has a need but has no access to current data on recent documented sales.

Incompetent Agent – Some agents will accept a listing at whatever price the seller puts on it, and then will plan on readjusting the price after obtaining the listing.

Neighbors – Often neighbors who have sold their homes will lead the seller to believe that they got more for their properties than they actually did, which causes the seller to choose an artificially inflated price.

Inflationary Times – The seller believes that prices should go up in kind with or ahead of the inflation rates because of economic factors.

Recessionary Times – The seller does not acknowledge that prices tend to go down because of adverse economic conditions.

Fear – Many sellers fear making a mistake in pricing that would lead to losing a significant portion of their equity.

Loss Of Perspective – The seller is not objective because they are too emotionally involved in the sale of the property.

### **Common Pricing Objections**

Frequently heard from sellers, these objections don't have any real relationship with determining a property's value.

**"Another agent said it was worth more."**

**"Our home is nicer than those houses."**

**"People always offer less than the asking price."**

**"We can always come down on our price."**

**"We have to get that much out of our home."**

**"My neighbor was able to get his price."**

**"Let's try it at my price for a month or so."**

**"The buyers can always make an offer."**

**"We paid more than that for our home."**

By the time an overpriced property is reduced to market value, it has been on the market too long for buyers to offer full price. When your property is priced correctly to begin with, you have the best opportunity to get the highest price and multiple offers.

#### **"My Price Is High, But Make Me An Offer."**

- Serious buyers look in the price range determined by their down payment and monthly payment ability. Unless your property is priced correctly, the down payment and monthly payment requirements will not be competitive.
- A buyer who is seriously looking will soon become very knowledgeable in his or her price range. An unreasonable asking price only discourages the buyer from looking at and considering your property.
- Buyers purchase by comparison and a property that is priced above the competition does not compare favorably. Inviting a buyer to make an offer can indicate that a fair price has not been established.
- If you plan to adjust your price at the time of sale, it is better to adjust the price now and attract serious buyers from the beginning. This often places you in the favorable position of having more than one buyer interested in your property.
- It is very difficult to obtain a reasonable offer on an overpriced property. The buyer feels he or she should be just as unreasonable as the seller, and so a very low offer, if any, will be written.
- By contrast, multiple offers are much easier to obtain on a reasonably priced property. You can then choose which offer to accept, with no obligation to one that does not meet your requirements.
- It is a mistake to believe that you will get more for a property by asking more. You usually get less because fewer buyers will consider it when it is placed on the market. The right buyers will not see it. The property usually stays on the market so long that it tends to become shopworn.
- To obtain proper market exposure, it is an absolute necessity to be competitive in price, terms, and condition with similar properties so yours will sell faster. You will also have greater peace of mind and less frustration with selling your property.





# Making Your Home More Valuable

## **Kitchen Remodel**

**Cost:** Low: \$15,000 High: \$20,000 and up

**Value Added:** 80% to 110%

Cost includes new cabinets, new countertops, rewiring, structural changes, relocated plumbing, custom cabinetry, and top-of-the-line appliances.

## **Bathroom remodel**

**Cost:** Low: \$7,500 High: \$10,000

**Value Added:** 80% to 115%

Cost includes new fixtures and fittings, tile floors and walls, structural changes, and relocated plumbing. High-end materials and fixtures raise the cost. Note: Adding a second bath can yield more than 100% in resale value.

## **Room addition**

**Cost:** Low: \$30,000 High: \$40,000

**Value Added:** 50% to 110%

Depends on the type of room. A family room or new master suite (remember to include cost of bath) will add much more value to a home than a private office or fourth bedroom.

## **Adding a deck**

**Cost:** Low: \$5,000 High: \$10,000 and up

**Value Added:** 40% to 60%

The warmer the climate, the more value added. Size of deck, complexity of design, and added amenities (spa, trellis work) influence cost.

## **Converting an attic, basement, or garage to living space**

**Cost:** Low: \$10,000 High: \$15,000 and up

**Value Added:** 25% to 40%

Cost assumes no structural changes and no new plumbing. Value added depends on size of house (smaller house: more value) and type of space created (family room or bedroom: more value than a game room or exercise area).

## **Repainted exterior**

**Cost:** Low: \$1,200 High: \$1,500 and up

**Value Added:** 40% to 60%

Assumes old exterior was worn and repainting was done immediately prior to putting house on market. A new coat of paint probably adds the "best profit" when selling an older home.

## **In-ground swimming pool**

**Cost:** Low: \$20,000

**Value Added:** 20% to 40%

Cost assumes an average-size pool (16' x 32') in a rectangular shape. Value added depends on desirability to future owner (banks usually do not include pools in mortgage appraisals).

## Your Net Proceeds Worksheet for Calculation

ESTIMATED SALE PRICE ..... \$ \_\_\_\_\_

### Costs Related to Sale of Home:

Commission: \_\_\_\_% of sales price ..... \$ \_\_\_\_\_

Payoff first mortgage, estimated ..... \$ \_\_\_\_\_

Payoff second mortgage/home equity LOC, if applicable ..... \$ \_\_\_\_\_

Homeowners' title insurance ..... \$ \_\_\_\_\_

Flood certificate, if applicable..... \$ \_\_\_\_\_

Well and/or septic, if applicable. .... \$ \_\_\_\_\_

Pro-ration of real estate taxes, approx. six months..... \$ \_\_\_\_\_

Interest from first of month through closing ..... \$ \_\_\_\_\_

Pre-appraisal ..... \$ \_\_\_\_\_

Pre-inspection ..... \$ \_\_\_\_\_

Document preparation fee ..... \$ \_\_\_\_\_

Recording fees..... \$ \_\_\_\_\_

Escrow closing fee..... \$ \_\_\_\_\_

Closing transaction fee ..... \$ \_\_\_\_\_

Resale certificate, if any..... \$ \_\_\_\_\_

Homeowner association dues, if applicable ..... \$ \_\_\_\_\_

Home warranty (optional) ..... \$ \_\_\_\_\_

State real estate tax fee ..... \$ \_\_\_\_\_

Sales tax ..... \$ \_\_\_\_\_

Other expense: \_\_\_\_\_ \$ \_\_\_\_\_

Other expense: \_\_\_\_\_ \$ \_\_\_\_\_

Other expense: \_\_\_\_\_ \$ \_\_\_\_\_

Total Estimated Expenditures ..... \$ \_\_\_\_\_

ESTIMATED NET PROCEEDS ..... \$ \_\_\_\_\_

### NOTE:

*This is an estimate only, and the information herein is deemed to be accurate but not guaranteed.  
All estimates are subject to change.*



**Any time you have a Real Estate question**

**Call Janet Anderson**

*She is here to help!*

**Direct: 225-252-3119**

**Office: 225-291-1234**





## Preparing Your Home for Peak Showing Conditions

### First Impressions Are Lasting!

When potential buyers approach in their cars, they make their first decision: whether or not to stop and look inside. Therefore, a neat, attractive yard entices a buyer to view your home. Please carefully evaluate every aspect of your yard.

#### A Few Suggestions:

- Keep your yard mowed, raked, fertilized, and watered.
- Remove all toys, bicycles, tools, unsightly patio furniture, trash items, debris, etc., from your yard.
- Trees and shrubs should be pruned and trimmed. Lawns and gardens should be weeded regularly.
- All hoses and garden equipment should be out of sight.
- Paint your mailbox if needed. Ensure that your street number is legible.
- Outdoor furniture should be kept clean and/or repainted if needed. Stack firewood out of sight.
- Walkways and driveways should be clear of debris. Make sure that walkways, driveways, and curbsides are trimmed with edge trimmers.

### Put Your Property's Best Face Forward!

Is the outside of your house as attractive as the inside? Here are some items to evaluate:

- Porches, steps, verandas, balconies, patios, and other extensions should be uncluttered, swept, and in good condition.
- Paint all entrance doors. It is at this point that potential buyers form an opinion of the house.
- Shades and awnings should be in good condition. Replace them if the color has faded. Remove windsocks, chimes, etc.
- Keep trash cans deodorized, covered, and out of sight.
- Gates, fences, sheds, and other outer buildings should be cleaned, repaired, and painted.
- Clean and shine all metal accessories
- Clean, repair, and paint all gutters and downspouts.
- All loose roof shingles, tiles, and the like should be secured or replaced. If the roof leaks, fix it! Remove all traces of prior water damage to the ceiling inside your home.
- Make sure that the garage door opens easily. Repair and paint it if needed.
- Paint the chimney vents. Inspect and repair any loose bricks or stones. Caulk where the chimney meets the roof.



## **Evaluate the Inside of Your Property Through the Critical Eyes of the Buyer!**

- Wash all windows, inside and out, adding to the overall impression and to help your property show in a nice, bright light. Curtains should be clean and attractive.
- Remove all smoke, pet, and hobby odors from the property.
- Clean all light bulbs, light fixtures, and chandeliers so that the property is brighter.
- Shampoo all carpets and vacuum them daily. If the carpet does not clean up well, replace it. Use a neutral color, or remove the carpet if hardwood floors underneath are in good condition.
- Clean everything in your house from top to bottom, from the attic to the basement.
- Remove all “junk” from the attic, basement, closets, garage, tool shed, and especially from the storage area if your property has one. Large storage areas are appealing to buyers. Rent a storage area for those items that need to be cleared out of these areas.
- Remove posters and adhesive from walls and doors. Putty and paint any holes that result from nails or other mishaps.
- Clean or paint the basement walls and floor.
- Wax hardwood floors.
- Remove all cobwebs.
- Paint all inside walls with off-white paint. Use two or more coats to cover bold, bright, or dark walls. All walls should be painted—not just washed—brightening the property and making it look much larger.
- Ensure that the doorbell is in good working order.
- Make sure that all entrance doors—front door, storm door, screen door—are in excellent condition. If not, replace them. Again, this is the first impression the buyer has of the property. Lighting and cleanliness are especially important.
- Repair or replace all room doors, closet doors, and windows and screens so that they open with ease.
- Repair or replace banisters and handrails.
- Repair or replace broken tiles on walls or floors in showers.
- Repair or replace loose wallpaper.
- If the basement shows any sign of water or structural damage, it may be necessary to obtain a structural engineer's report.
- Replace toilet bowls if you cannot get them spotlessly clean. It is a minimal expense and makes a big difference.
- Replace shower curtains and keep them clean.
- Improve the plumbing to increase water pressure. Buyers will check this every time. Replace the washers in the faucets and remove rust stains.

## Ensure That Your Property Shows at Its Very Best!

Your house is being “interviewed” by the potential buyer. Use these tips to ensure that your home’s best features are displayed.

- Open the draperies, pull up the shades, and let in the sunlight. Rooms bathed in sunlight appear bigger and make a positive impact on buyers.
- Install higher wattage light bulbs to show your property brightly—in its best light. Turn on all lights.
- Remove all “clutter” from each room. Remove things such as coats, shoes, clothing, pet toys, pet-food bowls, trash cans, toys, child-safety barriers, playpens, and the like. Keep all nonessential items off the floor so that the room doesn’t appear cluttered. Uncluttered rooms appear bigger.
- Make sure that beds are made with bedspreads smoothed out. Also, linens and curtains should be fresh and clean. Keep laundry out of sight.
- Organize closets. Remove unnecessary items and put them in storage. Large closets sell houses and a well-organized closet looks much bigger than one crammed with clutter.
- Dust and vacuum floors often. Don’t leave soiled towels lying around. Wipe showers after each use. Re-caulk the shower or bathtub if the current caulk is not spotless.
- Create a positive mood. Turn on all lights—day or night. Open the curtains during the day. If it is cold outside, keep a comfortable level of heat. If it’s summertime, keep your property cool.
- Open doors to areas you want the buyer to see, such as walk-in closets, pantries, etc. Make sure that those areas are neat and clean. Place a subtle air freshener inside closets. Close all other closet doors and cabinets.
- Water and prune indoor plants. Less hearty ones should be kept out of sight.
- Remove excess extension cords, especially those in walkways.
- Keep pets out of the way—preferably out of the house. Ask a friend to watch your pet while the property is on the market. Some people do not like animals or their odors, and buyers may raise undue concerns about the condition of carpeting.
- Keep in mind, we have worked closely with countless buyers and know how to present your property in the best light, skillfully answering questions. Please arrange to be absent during the showing of your property. Buyers are more comfortable and candid if the owners are not present.
- If you must be present, be courteous and do not engage in conversation with the buyer. Never apologize for the condition of your property. Let the trained salesperson answer any objections about the condition of your property.
- Avoid having guests over during a showing. The buyer will feel like an intruder in your house and will hurry through the tour.
- Finally, play soft music during the showing of the property. Turn off television sets.

## **Preparing Your House on a Moment's Notice**

Follow these quick tips to ready your home for its best showing when you have 30 or fewer minutes' notice.

**Start where the potential buyers will start:**

- Make sure that the front door presents well. Sweep steps, if needed.
- Pick up any out-of-place objects and store them away quickly.

**Head inside:**

- Open window treatments and turn on lights.
- Put any dirty dishes into the dishwasher.
- Make the beds.
- Put any dirty laundry inside the washing machine.

**If you still have time:**

- Run a quick vacuum and/or sweeper to give carpets and floors a fresh look.
- Wipe down counters and tabletops.
- Warm some vanilla on the stove to give the house a welcoming scent.

While we would all like to have our houses in showroom condition 24 hours a day, we also acknowledge that we live in them. Do your best to present your house in its best light and make sure that every potential buyer has an opportunity to view it—accommodate all showings possible.

**Notice to sellers:** Keep in mind that buyers want to obtain the lowest price and best terms for themselves. We recommend that you do not discuss the following types of information with any buyers or real estate agents, regardless of whom they represent, other than your listing agent:

- Reasons for selling.
- Motivation/urgency to sell.
- Willingness to consider an offer less than the listing price.
- Terms under which you would sell.
- Relocation, timing, benefits of policies...if applicable.
- Items of personal property which you “might” be willing to include in a sale.
- Any confidential information that would serve to disclose your negotiating strategy.



# How the Process Unfolds

## **Presentation of Offers**

When an offer is generated on your home, you can expect the following from us:

- Present the offer to you personally.
- Have the cooperating agent share the buyer's qualifications.
- Go over every term in the contract with you so that you thoroughly understand what the buyers are offering and what they are asking for.
- Discuss all offers with you in private, after listening to the other agent's input.

We will give you as much information as possible regarding:

- Current market and finance activity.
- Other sales to date.
- Competition.
- Agent comments.

## **Negotiating the Sale**

When purchase contracts are negotiated, you will be kept informed every step of the way.

- Other items to expect during the selling process:
- Establish and explain guidelines prior to presentation.
- Present all offers to you—as quickly as possible.
- Review the contract with you.
- Keep you up to date on current market activity, which may affect the strength of the offer.
- Ensure that all parties in all transactions are treated fairly and with honest consideration.
- Make certain that there is compliance with disclosure laws and ordinances.

*continue onto page 32 to see what steps you will be taking from the time you accept an offer, to the closing*

## Checklist for Presentation of Offers

- ☐ Terms are clear and complete.

### Loan information:

Is the anticipated loan realistic? Yes ☐ No ☐

Is there an interest rate—not to exceed \_\_\_\_\_%? Yes ☐ No ☐

Is the buyer to go back through the existing lender? Yes ☐ No ☐

Number of days to qualify for and obtain the new loan: \_\_\_\_\_

Loan contingency to be removed in writing. Yes ☐ No ☐

### If seller to carry first loan:

- ☐ Insurance coverage, naming beneficiary as insured on fire policy
- ☐ Financial statement and credit report from the buyer
- ☐ Down payment is sufficient to create secure loan-to-value ratio
- ☐ Interest rate: \_\_\_\_\_
- ☐ Term—all due and payable in \_\_\_\_\_ years.
- ☐ Amount payable: \$ \_\_\_\_\_ monthly.
- ☐ Acceleration clause—due on sale clause.
- ☐ Provision for escrow account for taxes and insurance.

### If seller to carry second loan: (All of first-loan terms, above.)

- ☐ Request for notice of default of First Trust Deed.

☐ Date of closing \_\_\_\_\_

☐ Date of occupancy \_\_\_\_\_

Any variation in payment of normal closing costs for buyer and seller. Yes ☐ No ☐

Personal property included and/or excluded \_\_\_\_\_

### Inspections:

Who pays for them? \_\_\_\_\_

Time limit: \_\_\_\_\_

- ☐ List of repairs, if any, to be made; by whom; and with dollar limitation
- ☐ Owner's Disclosure of any deficiency within or affecting the property or structure, which might adversely affect the value, use, or enjoyment of the property or structure by buyer.
- ☐ Signatures by all buyers named in contract.
- ☐ Homeowner assessments—paid by seller or assumed by buyer.

### Sale of buyer's home:

Number of days to sell \_\_\_\_\_

Does it correspond with the closing date? Yes ☐ No ☐

Do you have a Contingency release clause? Example: 48-hour release clause. Yes ☐ No ☐

- ☐ Broker acting as principal—disclosure.
- ☐ Multiple counteroffers.
- ☐ Understanding by buyer and seller of costs to be incurred, payments to be made, and estimated net revenue to be realized from this transaction.



### **After the Offer is Accepted**

- Your agent obtains an escrow deposit and all of the original documents.
- Your agent verifies that the buyer has completed a loan application.
- Determine what title company will be handling the transaction and coordinate with the buyer's agent.

### **Upon Verification of the Appraiser Appointment**

- Clean the house thoroughly the day before the appraiser arrives.
- If you receive a low appraisal, ask your agent about alternatives.
- You are not entitled to receive a copy of the appraisal because you did not pay for it.
- If the buyer decides to cancel the contract based on an appraisal, ask your agent or lawyer about your rights.

### **Cooperate with Home Inspection**

- Get ready for the home inspector.
- Ask your agent to provide you with a home inspection checklist so you will know which items an inspector will want to see.
- Expect that the inspector will want access for an attic inspection.
- Prepare as well for the final walk-through inspection.

### **Obtain Seller-Required Inspections**

- If the contract requests a termite inspection certificate, complete one in less than 30 days from the closing.
- If your home has a private sewer system, a certificate must be obtained from the parish no more than 30 days from the closing.

### **Negotiate Request for Repair**

- Ordinarily, sellers do not need to accept a buyer's request for repair; however, buyers can generally then cancel.
- You are entitled to a copy of the home inspection report, if the buyers request repairs.
- If you do not choose to make repairs, a buyer might instead accept a closing cost credit.

### **Close Title**

- Agent will verify that a "clear to close" has been obtained by buyer's lender and documents are being forwarded to the title company.
- Agent will schedule the final walk-through inspection with the buyer.
- Signing the sale documents and approval of settlement statement.
- Your property deed, reconveyance, and deed of trust will record in the public records.
- Title will notify you and your agent when it records. Depending on buyer's possession right specified in the contract, you may be required to move on the day it closes.



## C.L.U.E.<sup>®</sup> Home Seller's Disclosure Report - The First Step When Selling Your Home.

As a home seller, you want to make sure your home is as appealing as possible to potential buyers. You'll make minor repairs, spruce up the flower bed and clean from floor to ceiling. In the midst of all this preparation, don't forget to obtain a copy of a C.L.U.E. Home Seller's Disclosure Report associated with your home. Buyers will be interested in viewing this report so they are not surprised by higher premiums for homeowner's insurance resulting from prior losses associated with the property purchased.

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

When buyers are making the decision to purchase a home, they want to know about prior insurance losses associated with that home. That's why ChoicePoint<sup>®</sup> offers the C.L.U.E. Home Seller's Disclosure Report. It's a report that is obtained by you, the home seller, and it can give home buyers confidence when purchasing a home. You'll be providing information about losses associated with your home so the prospective buyer can make an educated decision about the purchase. A C.L.U.E. report that does not show any losses becomes a positive marketing tool when buyers compare similar properties. If the C.L.U.E. report shows prior losses, buyers are likely to request evidence that the damage has been repaired and the cause corrected.

### 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 insurance policies covering 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 obtain a copy of your a C.L.U.E. Home Seller's Disclosure Report associated with your home when you put your house on the market. You can order the C.L.U.E. Home Seller's Disclosure Report and be comfortable knowing that none of your personal information will be shown on the report.

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# 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.

# 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

# 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](http://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**

**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.

# Seller's Homework

In order to make sure that we have not missed any important information about your home, please fill out the following six pages before our appointment. We have found that if there are several pieces of information in our files, it allows us to respond to buyers' questions while the interest level is at it's highest.

## Marketing

This is an important part of our marketing plan and it helps us to show potential buyers the quality and value that your home offers. Buyers appreciate this information as they make the decision to buy your home.

Your home CANNOT be put on the market until all of the attached forms are complete, and we have received the following\* from you:

- ☐ A survey of your property.
- ☐ A termite-inspection letter or previous wood-infestation report.
- ☐ Two sets of keys.
- ☐ If this is for an investment property: A profit/loss statement, tenant and lease information.
- ☐ If this is for a condo or townhome: A condominium document/copy of current budget.

*If you do not have these items available or know what they are or where they are, please have available the documents from when you purchased your home.*

## Getting To Know You

Your name:	<hr/>		
Spouse/significant other's name:	<hr/>		
Children's names and ages:	<hr/>		
	<hr/>		
Mailing address:	<hr/>		
	<hr/>		
Property address:	<hr/>		
(if different than mailing address)	<hr/>		
Home #:	<hr/>	Work #:	<hr/>
Fax #:	<hr/>	Mobile #:	<hr/>
E-mail:	<hr/>		
Spouse: Work #:	<hr/>	Fax #:	<hr/>
Mobile #:	<hr/>	Other #:	<hr/>
E-mail:	<hr/>		

### Getting To Know You (continued)

Your social security number: \_\_\_\_\_

Spouse/SO social security number: \_\_\_\_\_

Your birthday: \_\_\_\_\_ Spouse/SO: \_\_\_\_\_

Child's birthday: \_\_\_\_\_ Child's birthday: \_\_\_\_\_

Anniversary: \_\_\_\_\_

My preferred methods of contact are *(check all that apply)*:

☐ Regular mail    ☐ E-mail    ☐ Fax    ☐ Home phone    ☐ Work phone

### Mortgage Information

Name: \_\_\_\_\_

Social security number: \_\_\_\_\_

Property address: \_\_\_\_\_

#### First Mortgage

Mortgage company: \_\_\_\_\_

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

Phone number: \_\_\_\_\_

Loan number: \_\_\_\_\_ Interest rate: \_\_\_\_\_

Balance *(approximate)*: \_\_\_\_\_

Type *(check one)*:    ☐ Conventional    ☐ VA    ☐ FHA    ☐ Don't know

#### Second Mortgage/Equity Line

Mortgage company: \_\_\_\_\_

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

Phone number: \_\_\_\_\_

Loan number: \_\_\_\_\_ Interest rate: \_\_\_\_\_

Balance *(approximate)*: \_\_\_\_\_

#### Other Liens

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

Amount: \_\_\_\_\_ Contact: \_\_\_\_\_

## Property Protection Information

### Insurance

Do you have insurance on the property? Yes ☐ No ☐

If so, what type? (check one) ☐ Homeowners ☐ Landlord ☐ Other

Carrier: \_\_\_\_\_ Agent: \_\_\_\_\_

Coverage amount: \_\_\_\_\_ Annual cost: \_\_\_\_\_

### Home Security

Do you have a home security system? Yes ☐ No ☐

If so, is it owned or leased? ☐ Owned ☐ Leased

If leased, for what term? \_\_\_\_\_

Provider: \_\_\_\_\_ Cost per month: \_\_\_\_\_

Provider phone number: \_\_\_\_\_

Keypad location(s): \_\_\_\_\_

Security code(s): Disarm: \_\_\_\_\_ Arm: \_\_\_\_\_

Password(s): \_\_\_\_\_

### Annual Utility Costs

Property address: \_\_\_\_\_

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

MONTH	ELECTRIC	GAS	WATER
January	_____	_____	_____
February	_____	_____	_____
March	_____	_____	_____
April	_____	_____	_____
May	_____	_____	_____
June	_____	_____	_____
July	_____	_____	_____
August	_____	_____	_____
September	_____	_____	_____
October	_____	_____	_____
November	_____	_____	_____
December	_____	_____	_____
Average per month:	_____	_____	_____

TOTAL AVERAGE COST: \_\_\_\_\_

### **About Your Property**

Please help us and your buyer become more familiar with your home by answering the following questions. Please include any other information you think might be helpful in marketing your home.

**Why did you buy this home? What special qualities or features attracted you to this home and/or area?**

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**What did you love about living here?**

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**What will you miss?**

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**What would you have changed?**

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**Which features should be advertised and/or de-emphasized?**

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**What improvements did you make to your home?**

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## Home Improvements

Please provide information about any improvements you made to the home: names of contractors, dates carried out, and brief descriptions—whether structural, decorative, landscaping, etc.

Description of Improvement	Contractor	Date

What do you like best about your home?

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What do you like least about your home?

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Questions to ask when I meet Janet Anderson & Company:

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Notes:

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# **Purchase Contracts and Other Important Documents**



# LISTING AND MARKETING AGREEMENT



Property located at (Municipal Number) \_\_\_\_\_ City \_\_\_\_\_

Zip \_\_\_\_\_ Lot \_\_\_\_\_ Square/Parcel \_\_\_\_\_ Subdivision \_\_\_\_\_

or Legal Description \_\_\_\_\_ Parish of \_\_\_\_\_, LA

## EMPLOYMENT

The undersigned Seller(s) hereby engages undersigned Broker its successors and assigns for Seller's exclusive brokerage service and grants to Broker the sole and exclusive right to market and to sell, exchange or otherwise arrange to transfer the above described real property at the price as below outlined, or any other price that Seller agrees to accept. The manner in which the Property shall be marketed and advertised by Broker will be determined at the sole discretion of Broker. Said marketing shall include, but not be limited to, print advertising and internet advertising. Any costs incurred for said marketing shall be at the sole expense of Broker. Seller agrees to pay Broker professional brokerage fees amounting to \$\_\_\_\_\_ or \_\_\_\_\_ percent of the gross amount of any agreement to sell, exchange or other type of transfer. This brokerage fee is earned when Seller enters into any agreement to sell, exchange or otherwise transfer title to a buyer. Broker and Seller's Designated Agent are authorized to cooperate with other brokers. Broker may pay a portion of the brokerage fee stated above to such other broker in any manner Broker may see fit. Settlement Agent is authorized to disburse said fee according to Broker's instructions.

This employment and authority shall begin on \_\_\_\_\_, 20\_\_\_\_, and shall continue until midnight \_\_\_\_\_, 20\_\_\_\_, except if at that time an agreement to purchase the property is in effect, this employment shall continue until that sale is closed, or the purchase agreement has expired, whichever occurs last. Seller agrees to refer all prospects to the Broker or Seller's Designated Agent during the term of this listing.

Seller further agrees to pay Broker the above-stipulated fees in the event of sale, exchange or any agreement to transfer the property within \_\_\_\_\_ days after the expiration or termination for any reason of this agreement, provided buyer has become interested in the property as a result of the efforts of the Broker during the term of this agreement, unless the property is listed exclusively with another Broker.

Seller agrees to indemnify Broker or any Seller's Designated Agent, its officers, directors, associates, agents, or employees against any claim, including the cost of litigation, if any incorrect information is furnished by the Seller concerning the property, including but not limited to the Property Disclosure Document.

Seller acknowledges that except for the price the Seller(s) will take, confidential information includes only information designated in writing as being confidential or information the disclosure of which could materially harm the position of the Seller. Seller also acknowledges that material information about the physical condition of the property cannot be considered confidential. Seller further acknowledges that Seller's Designated Agent may disclose confidential information to the Broker for the purpose of seeking advice or assistance.

Broker is authorized to accept on behalf of Seller(s) all Deposit(s) related to the Property. Said Deposit(s) shall be held in a non-interest bearing escrow account in accordance with the rules of the Louisiana Real Estate Commission. Seller understands that the deposit cannot be disbursed without mutual written consent of the Buyer and Seller, or by judicial order or by ruling of the Louisiana Real Estate Commission.

(Check one)

A "For Sale" sign ☐ may ☐ may not be placed on property.

A "Lock Box" ☐ may ☐ may not be placed on property.

## PROPERTY

Price \$\_\_\_\_\_ The property to be sold includes all buildings, component parts, things permanently attached to the building(s) or other constructions, as well as the following parts of the building(s) or other constructions, regardless of how they are attached and regardless of whether substantial damage would occur to the item attached or the item it is attached to if it were removed: all plumbing, heating, cooling, electrical or other installations, hardware, doors, gutters, shutters, fences, gates, ceiling fans, sinks, faucets and knobs, toilets, bathtubs, cabinets and their hardware, switch plates, speakers, security system, sprinkler system, landscape lighting, landscaping, plants and shrubs, pot hangers, awnings, fountains, freestanding fireplace, gas logs, basketball goals, playground equipment, garage doors and openers, outdoor built-in cooking equipment, hot tub, stained glass windows, window treatments, including draperies, rods and blinds, exterior TV antennae/satellite dishes, built-in appliances and fixtures, air conditioning window units, electric and gas lighting fixtures (indoors and outdoors), carpets, window screens and bathroom mirrors, all of which are in place at the time this agreement is executed, unless otherwise stated herein. Nothing in this description shall be deemed to include furniture and artwork, which would not be considered part of the construction of the home. In the event of doubt or ambiguity as to whether or not an item is included in the sale, such doubt or ambiguity shall be resolved in favor of inclusion unless specifically excluded herein. The following items are specifically excluded:

Seller warrants to Broker and to Seller's Designated Agent that: (1) Seller has merchantable title to the property; (2) Seller has authority and capacity to sell and that there are no other Sellers; (3) the property fronts on a public road or highway; (4) there are no known encroachments across the boundaries or into any servitude on the property; (5) all heating, air-conditioning, plumbing, water wells, sewer systems, electrical systems as well as built-in appliances are in normal working order, which means functioning for the purpose for which they are intended, commensurate with age or will be made so prior to sale; (6) to the best of Seller's knowledge, the property has no hidden defect(s) including, but not limited to, termite or insect damage, slab or foundation cracking or sinking, structural weakness or damage, or lead based paint or lead-based paint hazard, mold or conditions that may lead to mold (i.e., water damage that has not been properly remedied).

#### **MINERAL RIGHTS** *(Check one)*

- ☐ If Seller owns any mineral rights they are to be conveyed without warranty.
- ☐ Mineral rights owned by Seller, if any, are to be reserved by the Seller, but Seller waives the right to use the surface for any mineral activity.
- ☐ Other \_\_\_\_\_

#### **MAINTAINING CONDITION**

Seller agrees to maintain premises, including the lawn and all landscaping, in present condition. Seller agrees to remove all refuse and personal property from the premises before the date of possession.

#### **DISCLOSURE**

Seller understands the significance of making a complete and accurate disclosure of all adverse circumstances or conditions affecting the property, on the Property Disclosure Document which becomes part of this Listing and Marketing Agreement. If improvements were built prior to 1978, Seller shall complete Lead Based Paint and Lead Based Paint Hazard Disclosure. Seller or Seller's Agent will provide Buyer with HUD pamphlet "Protect Your Family From Lead in Your Home" and Seller will comply with all disclosure requirements of Federal law and regulations concerning lead-based paint and lead-based paint hazards.

☐ Seller(s) elect to sell property with full waiver of warranty and redhibition rights at act of sale as per La. C. 9:2520 et seq. Buyer should be advised of and asked to initial the section of the Purchase Agreement entitled "Waiver of Warranty of Condition of the Property."

*Check if applicable:* ☐ The person listing the Property with Broker is a person who has not used the Property as a residence (e.g., the administrator of the estate of the previous owner, etc.); therefore, Seller's information regarding the Property is limited.

#### **AGENCY**

Broker designates and Seller accepts Listing Agent named below (Seller's Designated Agent) as the only legal agent of Seller. Broker reserves the right to name additional designated agents when in Broker's discretion it is necessary. If additional designated agents are named, Seller will be informed in writing within a reasonable amount of time. Any additional agent so designated shall be included in the term Seller's Designated Agent as used in this agreement. Seller acknowledges that Seller's Designated Agent may from time to time have another sales associate who is not an agent of the Seller conduct an open house of Seller's property or provide similar support in the marketing of Seller's property.

Seller authorizes Seller's Designated Agent to disclose to any prospective buyer or agent whether or not there are any outstanding offers to purchase the property at any given time, but is not to disclose the Seller's motivation or price or terms the Seller(s) will accept other than the price or term listed or any other details of such offers without Seller's approval.

*(Check one)*

- ☐ Should Designated Agent represent a Buyer who wishes to purchase the property of Seller, Seller does hereby consent to this dual representation by Designated Agent.
- ☐ Seller does not consent to dual representation by Designated Agent.

If an attorney is engaged by Broker to enforce Broker's rights under this contract, Seller agrees to pay the reasonable fee of such attorney, and the Seller agrees to pay all court costs, other costs and expenses that may be incurred by Broker. If Broker incurs any claim or suit by any person or personal injury or property damage as a result of the condition of above described premises or to Seller's negligence, Seller(s) agree to indemnify Broker against all such liability, loss and expense.

#### **MULTIPLE LISTING SERVICE, INTERNET DATA EXCHANGE AND INTERNET DISPLAY**

It is understood that Broker is a member of the Greater Baton Rouge Association of REALTORS® Multiple Listing Service ("MLS"). Broker and Seller agree that the information contained in this agreement (the "Property Data") will be filed in MLS and processed in accordance with the rules and regulations of MLS. The permission granted by Seller, by signing this agreement, to include the Property Data in MLS likewise means that the Property Data may be included in any media advertising, including Internet advertising, in which MLS data is included and will also be included in Internet Data Exchange on Virtual Office Websites ("VOWs"). Internet Data Exchange is an Internet based system whereby Brokers share information regarding their listings of properties for sale. Brokers who participate in the system are permitted to include on their websites listings of other Brokers who participate in the system. Therefore, active listings may be viewed by real estate professionals and the public at large. A VOW is the website or a feature of a website of an MLS participant through which the MLS participant is able to provide real estate brokerage services to consumers and where the consumer has the opportunity to search MLS data. If Seller does not want the Property Data included in Internet Data Exchange, on VOWs, or in other forms of publicly-accessible media, then Seller can opt out of displaying the property data on publicly-accessible websites or VOWs. Alternatively, Seller may opt out of including the property address on publicly-accessible websites or VOWs while allowing other Property Data to be displayed. Seller may also require VOWs to disable functions that (i) allow third parties to write comments or



reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (ii) display an automatic estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.

(Check if applicable)

☐ **Total Opt Out** - Seller has chosen to opt out of displaying the listed property on the internet, including but not limited to publicly-accessible websites and VOWs.

I understand and acknowledge that, if I have selected to opt out of displaying the listed property on the internet, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

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

☐ **Address Opt Out** - Seller has chosen to opt out of displaying the property address on the internet, including but not limited to publicly-accessible websites and VOWs. (Attach Seller Opt-Out Form).

☐ **Comments Opt Out** - Seller requests that functions on VOWs allowing comments or reviews of the property or displaying a hyperlink to such comments or reviews in immediate conjunction with the property listing be disabled. Seller acknowledges and agrees that Broker will convey Seller's election to MLS, but is not and cannot be held responsible for the content of any VOW other than a VOW maintained by or on behalf of Broker.

☐ **Market Value Opt Out** - Seller requests that functions on VOWs displaying an automatic estimate of the market value of the listing (or hyperlink to such an estimate) in immediate conjunction with the listing be disabled. Seller acknowledges and agrees that Broker will convey Seller's election to MLS, but is not and cannot be held responsible for the content of any VOW other than a VOW maintained by or on behalf of Broker.

Broker is authorized to notify the MLS of the pending sale upon completion of a fully executed sales agreement on the listed property and to disseminate any sales information, including without limitation, price, special financing, and Seller concessions, upon the closing of the sales transaction. Nothing contained herein is intended, or shall it be construed as making the Greater Baton Rouge Association of REALTORS® Multiple Listing Service a party to this marketing agreement.

#### HOME SERVICE PLAN (Check one)

☐ Seller agrees to purchase a home service plan at a cost not to exceed \$\_\_\_\_\_ and acknowledges that Broker may receive compensation from the home service company. HOME SERVICE PLAN MAY NOT WARRANT PRE-EXISTING DEFECTS AND DOES NOT SUPERSEDE OR REPLACE ANY OTHER INSPECTION CLAUSE OR RESPONSIBILITIES.

☐ Seller does not agree to purchase a home service plan but acknowledges that Broker has explained the availability of such a home service plan and that Brokers and Designated Agents shall be held harmless from responsibility or liability due to the rejection of such plan.

#### FAIR HOUSING

The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 *et seq.*), prohibits housing discrimination by real estate firms and homeowners. It is illegal to discriminate against any person because of race, color, religion, sex, handicap, familial status, or national origin. A Buyer has the right to take legal action if Seller refuses to sell for discriminatory reasons.

Other Provision \_\_\_\_\_

I/We have read and understand the above.

Seller (Signature) _____	Date/Time _____	Seller (Print) _____
Seller (Signature) _____	Date/Time _____	Seller (Print) _____
Address _____ City _____ Zip _____		
Home Phone Number _____ Work Phone Number _____		
E-Mail Address _____		

Accepted by:

Broker \_\_\_\_\_ Date \_\_\_\_\_

Designated Agent \_\_\_\_\_ Date \_\_\_\_\_

Broker (Firm) \_\_\_\_\_

Office Address \_\_\_\_\_ Phone \_\_\_\_\_

## 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](http://www.legis.state.la.us). The required Property Disclosure Document may be in the form promulgated by the Louisiana Real Estate Commission ("Commission") or in another form that contains substantially the same information. The Commission form can be found at [www.lrec.state.la.us](http://www.lrec.state.la.us).

**WHO IS REQUIRED TO MAKE DISCLOSURE? 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.
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.state.la.us](http://www.legis.state.la.us). The required Property Disclosure Document may be in the form promulgated by the Louisiana Real Estate Commission ("Commission") or in another form that contains substantially the same information. The Commission form can be found at [www.lrec.state.la.us](http://www.lrec.state.la.us).

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

**Answer all questions to the best of your knowledge, information or belief.**

**Explain any "yes" answers fully at the end of each section.**

**Y = Yes**

**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 there any servitudes/encroachments regarding the property, other than typical/customary utility servitudes, that would affect the use of the property? ☐ Y ☐ NK
- (4) Are there 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"/> NK | Common driveway | <input type="checkbox"/> Y | <input type="checkbox"/> NK |
| Right of ingress or egress | <input type="checkbox"/> Y | <input type="checkbox"/> NK | Mineral rights  | <input type="checkbox"/> Y | <input type="checkbox"/> NK |
| Right of way               | <input type="checkbox"/> Y | <input type="checkbox"/> NK | Surface rights  | <input type="checkbox"/> Y | <input type="checkbox"/> NK |
| Right of access            | <input type="checkbox"/> Y | <input type="checkbox"/> NK | Air rights      | <input type="checkbox"/> Y | <input type="checkbox"/> NK |
| Servitude of passage       | <input type="checkbox"/> Y | <input type="checkbox"/> NK | Usufruct        | <input type="checkbox"/> Y | <input type="checkbox"/> NK |
| Servitude of drainage      | <input type="checkbox"/> Y | <input type="checkbox"/> NK | 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 ☐ 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 ☐ NK  
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 ☐ 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 \_\_\_\_\_ ☐ Flood Elevation Certificate/Date \_\_\_\_\_ ☐ Other/Date \_\_\_\_\_

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

**Y = Yes**

**NK = No Knowledge**

### SECTION 2: TERMITES, WOOD-DESTROYING INSECTS AND ORGANISMS

- (8) Has the property ever had termites or other wood-destroying insects or organisms? ☐ Y ☐ NK
- (9) Was there any damage to the property? ☐ Y ☐ NK
- (10) Was the damage repaired? ☐ Y ☐ NK

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

(11) 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)

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

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

☐ Y ☐ NK

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

☐ Y ☐ NK

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

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

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

Ceilings ☐ Y ☐ NK  
Exterior walls ☐ Y ☐ NK  
Foundation ☐ Y ☐ NK  
Basement ☐ Y ☐ NK  
Overhangs ☐ Y ☐ NK  
Railings ☐ Y ☐ NK  
Spa ☐ Y ☐ NK  
Patios ☐ Y ☐ NK  
Other \_\_\_\_\_

(16) Has any structure on the property ever taken water by flooding (rising water or otherwise)? ☐ Y ☐ NK

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

(17) Is there flood insurance on the property? ☐ Y ☐ NK

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

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

(19) Has there ever been any property damage, including, but not limited to, fire, windstorm, hail, lightning, or other property damage, excluding flood damage referenced in Section 3? ☐ Y ☐ NK

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

(20) Has there been any foundation repair? ☐ Y ☐ NK

(a) Is there a transferable warranty available? ☐ Y ☐ NK

(b) If yes, provide the name of warranty company \_\_\_\_\_

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

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

Question 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.

Y = Yes

NK = No Knowledge

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

- (22) Are there any known defects with the plumbing system? ☐ Y ☐ NK
- (23) Are there any known defects with the water piping? ☐ Y ☐ NK
- (a) The water is supplied by:  
☐ Municipality ☐ Private utility ☐ On-site system ☐ Shared well system ☐ None
- (b) How many private wells service the primary residence only? \_\_\_\_\_
- (c) If there are private wells, when was the water last tested? Date \_\_\_\_\_ Results \_\_\_\_\_
- (24) Is there gas service available to the property? ☐ Y ☐ NK
- (a) If yes, what type? ☐ Butane ☐ Natural ☐ Propane
- (b) If yes, are there any known defects with the gas service? ☐ Y ☐ NK
- (c) If Butane or Propane, are tanks ☐ Owned ☐ Leased
- (25) Are there any known defects with any water heater? ☐ Y ☐ NK
- (26) 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 addendum if the property described herein is not served by a municipality waste treatment.

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

- (27) Are there any known defects with the electrical system? ☐ Y ☐ NK
- (28) Are there any known defects with the heating or cooling systems? ☐ Y ☐ NK
- (29) If a fireplace exists, is it working? ☐ Y ☐ NK
- (30) Are there any known defects in any permanently installed or built-in appliances? ☐ Y ☐ NK
- (31) What type of fire alarm system is installed?  
☐ None ☐ Security/fire alarm ☐ Battery powered unit that includes a 10-year sealed lithium battery



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

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

Y = Yes      NK = No Knowledge

### SECTION 6: MISCELLANEOUS

- (32) Are there any applicable building restrictions or restrictive covenants which may provide for restrictions as to the use of the property or as to the type of constructions or materials to be used in the construction of any of structure on the property ☐ Y ☐ NK
- (33) What is the zoning of the property? \_\_\_\_\_  
(a) Has it ever been zoned for commercial or industrial? ☐ Y ☐ NK  
(b) Is the property located in an historic district? ☐ Y ☐ NK
- (34) Are there of any conflict with current usage of the property and any zoning, building, and/or safety restrictions? ☐ Y ☐ NK
- (35) Are there any current governmental liens or taxes owing on the property? ☐ Y ☐ NK
- (36) 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 ☐ NK  
(a) Are any HOA, COA, or POA dues required? ☐ Y ☐ NK  
If yes, what is the amount? \$ \_\_\_\_\_ per \_\_\_\_\_  
(b) Are there any current or pending special assessments? ☐ Y ☐ 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.

- (37) Are the streets accessing the property ☐ Private or ☐ Public? ☐ NK
- (38) Is there a homestead exemption in effect? ☐ Y ☐ NK
- (39) Is there any pending litigation regarding the property not previously disclosed in this document? ☐ Y ☐ 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"/> NK | Formaldehyde           | <input type="checkbox"/> Y <input type="checkbox"/> NK |
| Radon gas                             | <input type="checkbox"/> Y <input type="checkbox"/> NK | Chemical storage tanks | <input type="checkbox"/> Y <input type="checkbox"/> NK |
| Contaminated soil                     | <input type="checkbox"/> Y <input type="checkbox"/> NK | Contaminated water     | <input type="checkbox"/> Y <input type="checkbox"/> NK |
| Hazardous waste                       | <input type="checkbox"/> Y <input type="checkbox"/> NK | Toxic Mold             | <input type="checkbox"/> Y <input type="checkbox"/> NK |
| Mold/Mildew                           | <input type="checkbox"/> Y <input type="checkbox"/> NK | Pets                   | <input type="checkbox"/> Y <input type="checkbox"/> NK |
| Contaminated drywall/sheetrock        | <input type="checkbox"/> Y <input type="checkbox"/> NK | Contaminated flooring  | <input type="checkbox"/> Y <input type="checkbox"/> NK |
| Other adverse materials or conditions | <input type="checkbox"/> Y <input type="checkbox"/> NK | Electromagnetic fields | <input type="checkbox"/> Y <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 ☐ NK

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

- (42) Is there a cavity created within a salt stock by dissolution with water underneath the property? ☐ Y ☐ NK
- (43) Is there a solution mining injection well within 2640 feet (1/2 mile) of the property? ☐ Y ☐ NK
- (44) Are there any solar panels on the property ☐ Y ☐ 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) - (f) 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
- (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 ☐ NK
- (e) If YES, what is the amount received? \_\_\_\_\_
- (f) Was the previous owner of the property a recipient of any elevation grants for this property? ☐ Y ☐ NK
- (g) 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 _____

# 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 the client who signs 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 DO TO CLIENTS WHEN ACTING AS A DUAL AGENT

- Confidential information that the licensee may know about the clients, without that client's permission.
- Try to get the seller (or lessor) to take other than the listing price without permission of the seller (or lessor).
- Tell the buyer (or lessee) 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

## 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.

### Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) \_\_\_\_\_ 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 (i) or (ii) below):

(i) \_\_\_\_\_ 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 below).

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

### Purchaser's Acknowledgment (initial)

(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 checked (i) or (ii) below:

\_\_\_\_\_ 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

(ii) \_\_\_\_\_ 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)

(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.

### 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	Seller	Date
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date

ADDENDUM to PROPERTY DISCLOSURE DOCUMENT FOR RESIDENTIAL REAL ESTATE

**DISCLOSURE OF INFORMATION ON RESIDENTIAL SEWERAGE TREATMENT SYSTEMS**

**Property Description (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 insure 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, it is: ☐ Septic Tank ☐ Advanced Treatment System ☐ 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

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

3. What is the approximate age of the system? \_\_\_\_\_ ☐ Not Known

a. The original permit was issued by \_\_\_\_\_ on \_\_\_\_\_ (date). ☐ Not Known

**(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. An inspection report is 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)

4. The system was last pumped out when? \_\_\_\_\_ (date)



Property Description (Address) \_\_\_\_\_

City, State, Zip \_\_\_\_\_

5. Is the system an Advanced Treatment System? ☐ Yes ☐ No ☐ Not Known

a. If yes, name the manufacturer. \_\_\_\_\_ ☐ Not Known

**(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.)**

6. 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.)**

7. If the discharge is from over land flow or from a pipe, where does it drain? \_\_\_\_\_ ☐ Not Known

8. What type of tank is used? ☐ Metal ☐ Concrete ☐ Fiberglass ☐ Other ☐ Not Known

9. 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

