



SOUTHERN TITLE

MAIN OFFICE
 2325 Manhattan Blvd., Harvey, LA 70058
 504-367-2333 (PHONE)/504-367-2226 (FAX)
NEW ORLEANS EAST
 10555 Lake Forest Blvd., #5-G, New Orleans, LA
 70127
 504-246-6689 (PHONE)/504-246-9617 (FAX)
BOUTTE
 100 Melonie St., Suite B, Boutte, LA 70039
 985-785-1144 (PHONE)/504-367-2226 (FAX)

AGREEMENT TO PURCHASE OR SELL

1. _____, LA DATE: _____

PROPERTY DESCRIPTION

2. I/We offer and agree to Purchase/Sell the property at _____
 3. _____; City _____; Zip _____ Parish
 4. _____ LA, on grounds measuring approximately **AS PER TITLE** or as
 5. per title; including all buildings, structures, component parts, and all installed, built-in, permanently attached
 6. improvements, together with all fences, security systems, all installed speakers or sound systems, all landscaping,
 7. all outside TV antennas, all satellite dishes, all installed and/or built-in appliances, all ceiling fans, all air
 8. conditioning or heating systems including window units, all bathroom mirrors, all window coverings, blinds and
 9. associated hardware, all shutters, all flooring, all carpeting, all cabinet tops, all cabinet knobs or handles, all
 10. doors, all door knobs or handles, all windows, all roofing, all electrical systems, and all installed lighting
 11. fixtures, chandeliers and associated hardware, other constructions permanently attached to the ground. If owned
 12. by the SELLER prior to date of this Agreement, standing timber, unharvested crops and ungathered fruits of
 13. trees on the property shall be conveyed to the BUYER. The following movable items here remain with the
 14. property, but are not to be considered as part of the Sales Price and have no value: _____
 15. _____
 16. _____
 17. _____
 18. All items listed herein are included in the property sold no matter how they are attached or installed, provided
 19. that any or all of these items are in place at the time of signing of this Agreement to Buy or Sell (the
 20. "Agreement"), unless otherwise stated herein. (All of the above contained in lines 1 through 18 are collectively
 21. referred to herein as the "Property.") The following items are excluded from the Property sold: _____
 22. _____
 23. _____

MINERAL RIGHTS

24. If SELLER owns any mineral rights, they are to be conveyed without warranty. _____ % mineral rights
 25. owned by SELLER are to be reserved by SELLER, but SELLER shall waive any right to use the surface for any
 26. such reserved mineral activity or use.

PRICE

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

CONTINGENCY FOR SALE OF BUYER'S OTHER PROPERTY

31. This sale is contingent on the sale of other property by the BUYER and the attached contingency clause
 32. addendum shall apply. This sale is not contingent upon the sale of other property by the BUYER nor is the
 33. loan needed by the BUYER to obtain the Sales Price contingent on the BUYER'S sale of any property.

BUYER'S INITIALS _____

SELLER'S INITIALS _____

Property Address, Street, City, State, Zip

ALL CASH SALE

34. BUYER warrants he has cash readily available to close the sale of this property.

FINANCED SALE

35. This sale is conditioned upon the ability of BUYER to borrow with this Property as security for the loan the
36. sum of \$ _____ or _____ % of the Sales Price by a mortgage
37. loan or loans at an initial interest rate not to exceed _____ % per annum, interest and principal,
38. amortized over a period of not less than _____ years, payable in monthly installments or on any other terms
39. as may be acceptable to BUYER provided that these terms do not increase the cost, fees or expenses to
40. SELLER. The loan shall be secured by : Fixed Rate Mortgage; Adjustable Rate Mortgage; VA
41. Guaranteed Mortgage; FHA Insured Mortgage; Owner Financing; Bond Financing; Other _____
42. _____. SELLER mandated fees required by lender on VA or FHA loans, if any, shall
43. not exceed \$ _____. BUYER agrees to pay discount points not to exceed _____ **N/A** % of the loan
44. amount. Other financing conditions: _____
45. _____
46. _____
47. BUYER agrees to make good faith application, which includes ordering and paying for an appraisal and credit
48. report if required for loan approval, within _____ calendar days of acceptance of this offer or any
49. counteroffer and written proof from the lender that the application has been made shall be supplied by BUYER
50. to the SELLER. **Written commitment by the lender to make loan(s), without contingencies except subject**
51. **to approval of title, shall be obtained by BUYER and shall constitute final loan approval. Final loan**
52. **approval shall be obtained on or prior to** _____. Any extension of this
53. date shall be in writing and shall be signed by all parties. BUYER authorizes and instructs lender to release to
54. SELLER, written verification of the loan application and final loan approval. SELLER reserves the right to
55. provide all or part of mortgage loan(s) set forth above. The BUYER acknowledges and warrants that he has
56. available the funds which may be required to complete the sale of the Property including, but not limited to, the
57. deposit, the down payment, closing costs, pre-paid items, and other expenses.

DEPOSIT

58. Upon acceptance of this offer, SELLER and BUYER shall be bound by all terms and conditions of this
59. Agreement, and BUYER will deliver immediately upon notice of acceptance of the offer a deposit (the
60. "Deposit") in the amount of \$ _____ or _____ % of the Sale Price by Cash \$ _____
61. _____ Check _____ **CHECK NO.** _____ Promissory Note in the
62. amount of \$ _____ to be held by _____. This deposit is
63. to be non-interest bearing and shall be placed in any federally insured banking or savings and loan institution,
64. without responsibility on the part of the Seller or Southern Title, Inc., in case of failure or suspension of such
65. institution. Failure to deliver the Deposit shall be considered a breach of this Agreement. **In the event this**
66. **sales contract is cancelled for whatever reason, the parties understand and agree that Southern Title, Inc.**
67. **shall first deduct abstract and title examine fees from the deposit before any refund is given. If the parties**
68. **mutually agree to cancel and can agree, in writing, as to who receives the deposit, Southern Title, Inc. will**
69. **refund the deposit to that party. If the parties cannot agree, the balance of the deposit will be placed in**
70. **the registry of the Court until the ownership of the funds can be determined.**

PROPERTY AND FLOOD INSURANCE

71. It is recommended that the BUYER make good faith application for property and flood insurance, if applicable,
72. on the Property as soon as possible after acceptance of this offer.

APPRAISAL

73. This sale is NOT conditioned on appraisal. This sale IS conditioned on the appraisal of the Property being

BUYER'S INITIALS _____

SELLER'S INITIALS _____

74. not less than the Sales Price. If the appraised value of the Property is equal to or greater than the Sales Price, the
75. BUYER shall pay the Sales Price agreed upon prior to the appraisal. If the appraised value is less than the Sales
76. Price, BUYER shall immediately provide written notification to SELLER of appraised value and BUYER'S
77. request for SELLER to reduce the Sales Price. Within _____ calendar days after
78. SELLER'S receipt of such written notification of the appraised value, BUYER shall have the option to pay the
79. Sales Price agreed upon prior to the appraisal or to void this Agreement unless SELLER agrees in writing to
80. reduce the Sales Price to the appraised value or all parties agree to a new Sales Price.

WARRANTY OR "AS IS" CLAUSE WITH WAIVER OF RIGHT OF REDHIBITION

81. A. SALE WITH WARRANTIES: SELLER and BUYER acknowledge that this sale shall be with full
82. SELLER warranties as to any claims or causes of action including but not limited to redhibition pursuant to
83. Louisiana Civil Code Article 2520, *et seq.* and Article 2541, *et seq.*
84. B. SALE "AS IS" WITHOUT WARRANTIES: SELLER and BUYER hereby acknowledge and
85. recognize that the Property being sold and purchased is to be transferred in 'AS IS' condition and
86. further BUYER does hereby waive, relieve and release SELLER from any claims or causes of action for
87. redhibition pursuant to Louisiana Civil Code Article 2520, *et seq.* and Article 2541, *et seq.* or for
88. reduction of Sales Price pursuant to Louisiana Civil Code Article 2541, *et seq.* Additionally, BUYER
89. acknowledges that this sale is made without warranty of fitness for ordinary or particular use pursuant to
90. Louisiana Civil Code Article 2524. SELLER and BUYER agree that this clause shall be made a part of
91. the Act of Sale.
92. C. NEW HOME WARRANTIES. Notwithstanding lines 76 through 86 and irrespective of whether A or B
93. above is checked, if the Property is a new construction, the parties agree that neither A or B will apply but
94. instead the provisions of the New Home Warranty Act (LA R.S. 9:3141 *et seq.*) shall apply. The warranty of
95. condition of this Property is governed by the New Home Warranty Act if a home on the Property is a "home" as
96. defined in the New Home Warranty Act.

PRORATIONS/OTHER COSTS

97. Real estate taxes, rents, assessments, condominium dues, assessments and/or dues owned to homeowners
98. associations and the like for the current year are to be prorated through the date of the Act of Sale. Act of Sale
99. costs, title insurance and other costs required to obtain financing shall be paid by BUYER, unless otherwise
100. stated herein. All necessary tax, mortgage, conveyance and release certificates or cancellations and SELLER
101. closing fees, if any, shall be paid by SELLER. SELLER shall pay all previous years' taxes, assessments,
102. condominium dues, assessments and/or dues owed to homeowners associations and the like. All special
103. assessments bearing against the Property, other than those to be assumed as of the date of sale are to be paid by
104. SELLER.

MERCHANTABLE TITLE/CURATIVE WORK

105. SELLER shall deliver to BUYER a merchantable title at SELLER'S costs (see line 105). In the event curative
106. work in connection with the title to the Property is required or is a requirement for obtaining the loan(s) upon
107. which this Agreement is conditioned, the parties agree to and do extend the date for passing the Act of Sale to a
108. date not more than _____ calendar days from the date of the Act of Sale stated herein. SELLER'S title
109. shall be merchantable and free of all liens and encumbrances except those that can be satisfied at Act of Sale.
110. All costs and fees required to make title merchantable shall be paid by SELLER. SELLER shall make good
111. faith efforts to deliver merchantable title. SELLER'S inability to deliver merchantable title within the time
112. stipulated herein shall render this Agreement null and void, reserving unto BUYER the right to demand the
113. return of the Deposit and to recover from SELLER actual costs incurred by BUYER.

LEASES

114. If there are written leases on the Property, the Property will be sold subject to those leases. The sale is

BUYER'S INITIALS _____

SELLER'S INITIALS _____

Property Address, Street, City, State, Zip

115. conditioned upon BUYER'S written approval of copies of all such leases within five (5) calendar days of
116. receipt of the Leases.

ACT OF SALE

117. The Act of Sale is to be executed before a **SOUTHERN TITLE, INC.'S** Notary Public on _____
118. ____, 20____. At closing, BUYER must provide "good funds" if required by Louisiana statute LA R.S.
119. 22:2092.2 *et seq.* Any change of the date for execution of the Act of Sale must be mutually agreed upon in
120. writing and signed by SELLER and BUYER. Security deposits, keys and leases are to be transferred to
121. BUYER at Act of Sale.

OCCUPANCY

122. Occupancy is to be granted at Act of Sale or on _____, 20____ at _____AM/PM.

INSPECTION AND DUE DILIGENCE

123. BUYER ACKNOWLEDGES THAT THE SALES PRICE OF THE PROPERTY WAS NEGOTIATED
124. BASED UPON THE PROPERTY'S APPARENT CURRENT CONDITION; ACCORDINGLY, SELLER IS
125. NOT OBLIGATED TO MAKE REPAIRS TO THE PROPERTY, INCLUDING REPAIRS REQUIRED BY
126. THE LENDER UNLESS OTHERWISE STATED HEREIN. THE SELLER IS RESPONSIBLE FOR
127. MAINTAINING THE PROPERTY IN SUBSTANTIALLY THE SAME OR BETTER CONDITION AS IT
128. WAS WHEN THE AGREEMENT WAS FULLY EXECUTED. BUYER shall have an inspection period of
129. _____ calendar days, commencing the first day after acceptance of this Agreement wherein, BUYER
130. may, at BUYER'S expense, have any inspections made by experts or others of his choosing. Such inspections
131. may include, but are not limited to, inspections for termites and other wood destroying insects, and/or damage
132. from same, molds, and fungi hazards, and analysis of synthetic stucco, appliances, structures, foundations, roof,
133. heating, cooling, electrical, plumbing systems, utility and sewer availability and condition, out-buildings,
134. square footage, school district, flood zone classifications, current zoning and/or subdivision restrictive
135. covenants and any items addressed in the SELLER'S Property Disclosure Document. All testing shall be
136. nondestructive testing. SELLER AGREES to provide the utilities for inspections and immediate access. If
137. BUYER is not satisfied with the current condition of the Property as reflected in the inspection reports:
138. **Option 1:** BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void;
139. or
140. **Option 2:** BUYER may indicate in writing the deficiencies and desired remedies and SELLER will have
141. seventy-two (72) hours to respond in writing as to SELLER'S willingness to remedy those deficiencies
142. ("SELLER'S Response").
143. Should SELLER in the SELLER'S Response refuse to remedy any or all of the deficiencies listed by the
144. BUYER, then BUYER shall have twenty-four (24) hours from the date of SELLER'S Response or twenty-four
145. (24) hours from the date that SELLER'S Response was due, whichever is earlier, to: (a) accept SELLER'S
146. Response to BUYER'S written requests or (b) accept the Property in its current condition, or (c) to elect to
147. terminate this Agreement. BUYER'S response shall be in writing. Upon BUYER'S failure to respond to the
148. SELLER'S Response by the time specified or BUYER'S electing, in writing, to terminate this Agreement, the
149. Agreement shall be automatically, with no further action required by either party, ipso facto null and void
150. except for return of Deposit to the BUYER. FAILURE TO MAKE INSPECTIONS OR TO GIVE WRITTEN
151. NOTICE OF DEFICIENCIES AND DESIRED REMEDIES TO SELLER AS SET FORTH IN LINES 180
152. THROUGH 184 WITHIN THE INSPECTION PERIOD SHALL BE DEEMED AS ACCEPTANCE BY
153. BUYER OF THE PROPERTY'S CURRENT CONDITION.

PRIVATE WATER/SEWERAGE

154. In the event there is a private water system or private sewerage system on the Property, this Agreement **X is;**

BUYER'S INITIALS _____

SELLER'S INITIALS _ _____

155. **is not**; contingent upon an approval by the appropriate governmental entity of the private water or sewerage
156. system. An approved sewerage and/or water inspection report, if requested by the lender, BUYER or other
157. governmental entity will be issued within thirty (30) days prior to the Act of Sale by the appropriate
158. governmental agency. The inspection and test on the water and/or sewerage system are to be furnished and
159. paid for by the SELLER.

HOME WARRANTY PROGRAM

160. A home warranty plan will be purchase at the closing of sale at a cost not to exceed \$ _____
161. to be paid by BUYER, SELLER, NEITHER, and ordered by _____
162. The home service warranty plan does not warrant pre-existing defects and options, and does not supersede or
163. replace any other inspection clause or responsibilities. If neither BUYER nor SELLER accepts the home
164. service warranty plan, they declare that they have been made aware of the existence of such a plan and its
165. advantages and further declare they hold Southern Title, Inc. harmless from any responsibility or liability due
166. to their rejection of such a plan.

FINAL WALK THROUGH

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

RETURN OF DEPOSIT

171. The Deposit shall be returned to the BUYER and this Agreement declared null and void without demand in
172. consequence of the following events:

- 1) If this Agreement is declared null and void by BUYER during the inspection period as set forth in lines 133 through 147 of this Agreement;
- 2) If this Agreement is subject to BUYER'S ability to obtain a loan and the loan is not obtained by the date set forth in lines 47 through 52 of this Agreement but only if the BUYER has made timely application for the loan and made good faith efforts to obtain the loan;
- 3) If the BUYER conditions the Sales Price on an appraisal and the appraisal is less than the Sales Price and the SELLER will not reduce the Sales Price as set forth in Lines 68 through 75 of this Agreement;
- 4) If the Property being sold is subject to the existing leases and BUYER does not accept the leases as set forth in lines 109 through 111 of this Agreement;
- 5) If the BUYER is unable to obtain property insurance on the Property prior to the date for passing the Act of Sale, but only if BUYER has in good faith applied for property insurance.

173. In the event the parties fail to execute an Act of Sale by date specified herein, and/or a dispute arises as to
174. ownership of, or entitlement to, the parties understand and agree that Southern Title, Inc. shall first deduct
175. abstract and title examine fees from the deposit before any refund is given. If the parties mutually agree to
176. cancel and can agree, in writing, as to who receives the deposit, Southern Title, Inc. will refund the deposit to
177. that party. If the parties cannot agree, the balance of the deposit will be placed in the registry of the Court until
178. the ownership of the funds can be determined.

DEFAULT OF AGREEMENT BY SELLER

179. In the event of any other default of this Agreement by SELLER except as set forth in lines 106-107 or lines 165
180. through 172, BUYER shall at BUYER'S option have the right to declare this Agreement null and void with no
181. further demand, or to demand and/or sue for any of the following:

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

BUYER'S INITIALS _____

SELLER'S INITIALS _____

Property Address, Street, City, State, Zip

182. Further, BUYER shall be entitled to the return of the Deposit. The prevailing party to any litigation brought to
183. enforce any provision of this Agreement shall be awarded their attorney fees and costs.

DEFAULT OF AGREEMENT BY PURCHASER

184. In the event of any other default of this Agreement by BUYER except as set forth in lines 165 through 172,
185. SELLER shall have at SELLER'S option the right to declare this Agreement null and void with no further
186. demand, or to demand and sue for any of the following:

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

187. Further, SELLER shall be entitled to retain the Deposit. The prevailing party to any litigation brought to
188. enforce any provision of this Agreement shall be awarded their attorney fees and costs.

MOLD RELATED HAZARDS NOTICE

189. An informational pamphlet regarding common mold related hazards that can affect real property is available at
190. the EPA website <http://www.epa.gov/iaq/molds/index.html>. By initialing this page of the Agreement, BUYER
191. acknowledges that he has been provided with the EPA website enabling Purchaser to obtain information
192. regarding common mold related hazards.

OFFENDER NOTIFICATION

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

CHOICE OF LAW

199. This Agreement shall be governed by and shall be interpreted in accordance with the laws of the State of
200. Louisiana.

DEADLINES

201. **TIME IS OF THE ESSENCE**, and all deadlines are final, except where modifications, changes, or extensions
202. are made in writing and signed by all parties to this Agreement. All "calendar days" as used in this Agreement
203. shall end at 12:00 midnight in Louisiana.

ADDITIONAL TERMS AND CONDITIONS

204. _____
205. _____
206. _____
207. _____

CONTRACT

208. This is a legally binding contract when signed by both SELLER and BUYER. **READ IT CAREFULLY.** If

BUYER'S INITIALS _____

SELLER'S INITIALS _____

Property Address, Street, City, State, Zip

209. you do not understand the effect of any part of this Agreement, seek legal advice before signing this contract or
210. attempting to enforce any obligation or remedy provided herein.

SIGNULAR – PLURAL USE

211. Wherever the word BUYER or the word SELLER occurs in this Agreement or is referred to, the same shall be
212. construed as singular or plural, masculine or feminine or neuter, as the case may be.

ACCEPTANCE

213. Acceptance of the Agreement must be in writing. Notice of this acceptance may be communicated by facsimile
214. transmission. This Agreement and any supplement addendum or modification relating hereto, including any
215. photocopy, facsimile or electronic transmission thereof, may be executed in two or more counterparts, all of
216. which shall constitute one and the same Agreement.

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

217. If any of the preprinted portions of this Agreement vary or are in conflict with any handwritten terms or
218. Addendum attached to this Agreement, the handwritten or addendum provisions control.

- Contingency for Sale of Buyer’s Other Property Addendum
- Condominium Addendum

EXPIRATION OF OFFER

219. This offer remains binding and irrevocable until _____ AM/PM/MIDNIGHT/NOON.

ENTIRE AGREEMENT

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

X _____
Buyer’s Signature Date/Time

X _____
Buyer’s Signature Date/Time

Printed Buyer’s Full Name (First, Middle, Last)

Printed Buyer’s Full Name (First, Middle, Last)

Street Address

Street Address

City, State, Zip

City, State, Zip

Last 4-digits of SSN

Last 4-digits of SSN

Phone numbers

Phone Numbers

Email Address

Email Address

Property Address, Street, City, State, Zip

This offer is: **ACCEPTED** **REJECTED** (w/out counter) **COUNTERED** (See Attached Counter) **by:**

X _____
Seller's Signature Date/Time

X _____
Seller's Signature Date/Time

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

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

Street Address

Street Address

City, State, Zip

City, State, Zip

Last 4-digits of SSN

Last 4-digits of SSN

Phone numbers

Phone Numbers

Email Address

Email Address

PROPERTY DISCLOSURE DOCUMENT

Attached to this offer is the SELLER'S completed property disclosure document dated _____. The property disclosure agreement is issued pursuant to LA R.S. 9:3196 *et seq.* and was completed in good faith to the best of the SELLER'S knowledge. This document sets forth the minimum disclosure requirements for sellers of residential real estate as to the condition of the Property. THIS DOCUMENT IS NOT TO BE CONSIDERED A WARRANTY BY THE SELLER, AND IT IS NOT TO BE USED AS A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE BUYER MAY OBTAIN. Nothing in the document precludes the rights or duties of the BUYER to inspect the physical conditions of the Property. The property disclosure document is not a part of this Agreement.

The SELLER'S completed property disclosure document is not attached.

**INFORMATIONAL STATEMENT FOR LOUISIANA
RESIDENTIAL PROPERTY DISCLOSURE**

In accordance with Act 308 of the 2003 Louisiana Legislature (LSA-R.S. 9:3195-3199), effective July 1, 2004, a seller of residential real property must furnish purchasers with a Property Disclosure Document. A complete copy of these statutes can be found at www.legis.state.la.us. The required Property Disclosure Document may be either 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.

WHO IS REQUIRED TO MAKE DISCLOSURE?

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

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

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

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

Seller (sign) _____ (print) _____ Date _____ Time _____

Seller (sign) _____ (print) _____ Date _____ Time _____

RIGHTS OF PURCHASE AND CONSEQUENCES FOR FAILURE TO DISCLOSE

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

BUYER'S INITIALS _____

SELLER'S INITIALS _____

OTHER IMPORTANT PROVISIONS OF THE LAW

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

KEY DEFINITIONS

- **RESIDENTIAL REAL PROPERTY** IS REAL PROPERTY CONSISTING OF ONE OR NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS, WHICH ARE BUILDINGS OR STRUCTURES EACH OF WHICH ARE OCCUPIED OR INTENDED FOR OCCUPANCY AS SINGLE-FAMILY RESIDENCES.
- **KNOWN DEFECT** is a condition found within the property that was actually known by the seller and that results in one or all of the following:
 - a. It has a substantial adverse effect on the value of the property.
 - b. It significantly impairs the health or safety of future occupants of the premises.
 - c. If not repaired, removed, or replaced, significantly shortens the expected normal life of the premises

ADDENDUM TO PROPERTY DISCLOSURE DOCUMENT FOR RESIDENTIAL REAL ESTATE

DISCLOSURE OF INFORMATION ON RESIDENTIAL SEWERAGE TREATMENT SYSTEMS

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

BUYER'S INITIALS _____

SELLER'S INITIALS _____

Property Address, Street, City, State, Zip

- 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)
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

PROPERTY DISCLOSURE DOCUMENT FOR RESIDENTIAL REAL ESTATE

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

SECTION 1: LAND

1. Are there any servitude/encroachments regarding the property, other than typical/customary utility servitudes, that would affect the use of this property? **YES** **NO** **NO KNOWLEDGE**
2. Are there any rights vested in others? (Check all that apply and explain below).
- | | | | | | | | |
|----------------------------|----------------------------|----------------------------|-----------------------------|-----------------|----------------------------|----------------------------|-----------------------------|
| Timber rights | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Common Driveway | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Right of ingress or egress | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Mineral rights | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Right of way | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Surface rights | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Right of access | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Air rights | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Servitude of passage | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Usufruct | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Servitude of drainage | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Other _____ | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
3. Has any part of the property been determined to be a wetland by the United States Army Corps of Engineers under §404 of the Clean Water Act? Y N NK
(a.) Is such a determination pending? Y N NK
(b.) What date was determination made? (Date) _____

BUYER'S INITIALS _____

SELLER'S INITIALS _____

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

4. Has any flooding, water intrusion, accumulation, or drainage problem been experienced with respect to the land? (If yes, indicate the nature and frequency of the defect at the end of this section.)

Y N NK

5. What is/are the property's flood zone classification? _____

(a) What is the source and date of this information? (Check all that apply.)

Survey (Date) _____ Flood Elevation Certificate (Date) _____ Flood Insurance Rating Map (Date) _____ Flood Insurance Policy (Date) _____ Other _____ (Date) _____

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

6. If the property is mortgaged, did the lender require you to buy flood insurance? Y N NK

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

SECTION TWO: TERMITES, WOOD DESTROYING INSECTS AND ORGANISMS

7. Has the property ever had termites or other wood-destroying insects or organisms?

Y N NK

8. Was there any damage to the property?

Y N NK

9. Was the damage repaired?

Y N NK

10. Is the property currently under a termite contract?

Y N NK

(a) Name of company: _____

(b) Date contract expires: _____

(c) List any structures not covered by contract _____

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

SECTION THREE: STRUCTURE

11. Are there any defects regarding the following? (Check all that apply and explain below.)

- Roof Y N NK Overhangs Y N NK
- Ceilings Y N NK Railings Y N NK
- Interior walls Y N NK Steps or stairways Y N NK
- Exterior walls Y N NK Pool Y N NK
- Floor Y N NK Spa Y N NK
- Foundation Y N NK Deck Y N NK
- Attic spaces Y N NK Patios Y N NK

BUYER'S INITIALS _____

SELLER'S INITIALS _____

Property Address, Street, City, State, Zip

- Basement Y N NK Windows Y N NK
- Porches Y N NK Other _____ Y N NK

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

13. What are the approximate ages of all structures on the property?
Main structure _____ Other structure(s) _____

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 build before 1978

14. What are the approximate ages of the roofs of all structures?
Main structure _____ Other structure(s) _____

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

16. What is the approximate square footage of the living area of any structures on the property? (Include the source of the information.)

Square footage of _____ is _____ square feet. Source _____

Square footage of _____ is _____ square feet. Source _____

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

SECTION FOUR: PLUMBING, WATER, GAS, & SEWERAGE

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

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

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

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

c. If there is a well, when was the last time the water was tested? Date _____ Results _____

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

If yes, what type? Butane Natural Propane

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

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

(a) Age of Unit 1 _____ Gas Electric (b) Age of Unit 2 _____ Gas Electric

21. The sewerage service is supplied by: Municipality City Town Other NK

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

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

BUYER'S INITIALS _____

SELLER'S INITIALS _____

SECTION FIVE: ELECTRICAL, HEATING AND COOLING, APPLIANCES

For any major repairs or replacements, list the nature of repair or component replaced and date at the end of this section.

- 22. Are there any defects with the electrical system? Y N NK
- 23. Are there any defects with the heating or cooling system? Y N NK
- 24. What type of cooling system is installed? Central Window unit Other
 (a) Source: Electric Gas Heat pump Other Age: _____
- 25. What type of heating system is installed? ? Central Window unit Other
 (a) Source: Electric Gas Heat pump Other Age: _____
- 26. If a fireplace exists, it is: Working Not Working No Knowledge
 (a) What type is it? Gas Wood Vented Ventless Electric Other
- 27. Are there any defects in any permanently installed and/or built-in appliances? Y N NK

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

SECTION SIX: MISCELLANEOUS

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

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

- 32. Were necessary permits and inspections obtained for all additions or alterations made to the property? Y N NK
- 33. Is there a homestead exemption in effect? Y N NK
- 34. Is there high speed Internet access available to the property? Y N NK
- 35. Is there any pending litigation regarding the property? Y N NK

BUYER'S INITIALS _____

SELLER'S INITIALS _____

Property Address, Street, City, State, Zip

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

- | | | | | | | | |
|-------------------------------------------------|----------------------------|----------------------------|-----------------------------|----------------------------------------------------------------|----------------------------|----------------------------|-----------------------------|
| <input type="checkbox"/> Asbestos | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | <input type="checkbox"/> Hazardous waste | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| <input type="checkbox"/> Formaldehyde | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | <input type="checkbox"/> Toxic mold | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| <input type="checkbox"/> Radon gas | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | <input type="checkbox"/> Mold/Mildew | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| <input type="checkbox"/> Chemical storage tanks | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | <input type="checkbox"/> Radioactive material | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| <input type="checkbox"/> Contaminated soil | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | <input type="checkbox"/> Electromagnetic fields | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| <input type="checkbox"/> Contaminated water | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | <input type="checkbox"/> Other adverse materials or conditions | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |

Question Number Explanation of "Yes" Answer

Additional sheet is attached

ACKNOWLEDGEMENTS

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

Seller (Sign) _____ (Print) _____ Date _____ Time _____

Seller (Sign) _____ (Print) _____ Date _____ Time _____

Purchaser(s) signing below acknowledge(s) receipt of this disclosure.

Purchaser (Sign) _____ (Print) _____ Date _____ Time _____

Purchaser (Sign) _____ (Print) _____ Date _____ Time _____

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 _____

