

# COMMERCIAL PROPERTY DISCLOSURE

PAUL GILMORE & ASSOCIATES, INC.

2920 KINGMAN ST., SUITE 210

METAIRIE, LA 70006

DATE: AUGUST 8, 2025

As provided in Section 1455, Paragraph 27, of the Louisiana Real Estate Licensing Law, R.S. 1950, Title 37, Chapter 17, an Agent/Broker is obligated to disclose to any Buyer, any known material defect regarding the condition of the real estate of which Agent/Broker has knowledge. Agent/Broker hereby states he/she is not an engineer nor inspector and makes no representation as to what does/does not constitute a material defect. Seller, for his or her own protection, is asked to disclose all conditions that exist in/on the real estate.

Owner discloses the following information with the knowledge that prospective Buyers or Tenants rely on such information when deciding whether, and upon what terms, to purchase or lease the property. Owner hereby authorizes Agent to provide a copy of this statement to person or entity in connection with any actual or anticipated sale/lease of the property.

PROPERTY ADDRESS: 4701-07 DOWNMAN RD. NEW ORLEANS, LA 70126 ARE ASKED TO ANSWER EACH OF THE FOLLOWING QUESTIONS TO THE BEST OF THEIR KNOWLEDGE. IF ANY ANSWER IS "YES" PLEASE EXPLAIN IN AREA PROVIDED BELOW.

	YES	NO	UN-KNOWN
Has the property or any part thereof ever had termites or other wood destroying organisms?	1. <u>      </u>	2. <u>      </u>	3. <u>      </u>
1. Has the property or any part thereof ever incurred fire damage?	1. <u>      </u>	2. <u>      </u>	3. <u>      </u>
3. Has the property or any part thereof ever flooded or had any other drainage problems?	3a. <u>      </u>	4. <u>      </u>	5. <u>      </u>
a. Has this property ever been inspected for or designated as "wetlands" by the U. S. Army Corps of Engineers?	4. <u>      </u>	5. <u>      </u>	6. <u>      </u>
4. Are you aware of any asbestos on the property?	5. <u>      </u>	6. <u>      </u>	7. <u>      </u>
5. Do you know of any servitudes or encroachments regarding the property?	6. <u>      </u>	7. <u>      </u>	8. <u>      </u>
6. Does the property and its present usage conflict with current zoning, title, building and safety restrictions or ordinances?	7. <u>      </u>	8. <u>      </u>	9a. <u>      </u>
7. Do you/owner know of any title defects?	9a. <u>      </u>	9b. <u>      </u>	9c. <u>      </u>
8. Do you/owner know of any substandard workmanship in the property or any part thereof?	9b. <u>      </u>	9c. <u>      </u>	9d. <u>      </u>
9. Do you know of any defects in:	9c. <u>      </u>	9d. <u>      </u>	9e. <u>      </u>
a. the roof?	9d. <u>      </u>	9e. <u>      </u>	9f. <u>      </u>
b. the foundation?	9e. <u>      </u>	9f. <u>      </u>	9g. <u>      </u>
c. the wall and roof structure?	9f. <u>      </u>	9g. <u>      </u>	9h. <u>      </u>
d. the flooring and sub-flooring?	9g. <u>      </u>	9h. <u>      </u>	10. <u>      </u>
e. the electrical systems?	9h. <u>      </u>	10. <u>      </u>	11. <u>      </u>
f. the heat and/or air conditioning systems?	10. <u>      </u>	11. <u>      </u>	12. <u>      </u>
g. the plumbing systems (including septic systems)?	11. <u>      </u>	12. <u>      </u>	13. <u>      </u>
h. any other systems?	12. <u>      </u>	13. <u>      </u>	14. <u>      </u>
10. What is the approximate age of the principal structure?	13. <u>      </u>	14. <u>      </u>	15. <u>      </u>
11. What is the approximate age of the roof?	14. <u>      </u>	15. <u>      </u>	16. <u>      </u>
12. What type of roof materials were used?	15. <u>      </u>	16. <u>      </u>	17a. <u>      </u>
13. Are you aware of the presence of any PCBs or PCB transformers, urea formaldehyde, oil or other petroleum products, flammables, explosives, radioactive materials, or other toxic, hazardous or contaminated substances and underground storage tanks in or about the property?	16. <u>      </u>	17a. <u>      </u>	17b. <u>      </u>
14. Do you/owner know of any other conditions, problems, defects or deficiencies, including, but not limited to, environmental conditions, in or around the property or any part thereof?	17a. <u>      </u>	17b. <u>      </u>	17c. <u>      </u>
15. Are there any water intrusion and/or water accumulation problems?	17b. <u>      </u>	17c. <u>      </u>	17d. <u>      </u>
16. Does the Seller have a flood elevation certificate that can be provided to the Buyer?	17c. <u>      </u>	17d. <u>      </u>	17e. <u>      </u>
17. Does the property contain any of the following?	17d. <u>      </u>	17e. <u>      </u>	
a. Mold?			
b. Contaminated Soil?			
c. Hazardous Waste?			
d. Contaminated Drywall?			
e. Electromagnetic Fields?			

Add any explanation of yes answers on Page 2.

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. This document is hereby made a part of the listing agreement for subject property dated \_\_\_\_\_.

Owner [Signature] Date 8-8-25

Owner \_\_\_\_\_ Date \_\_\_\_\_

Signature lines below are to be used in executing a lease or an agreement to purchase or sell. By signing below, this document is made a part of the Lease or the Agreement or Purchase or Sell for subject property dated \_\_\_\_\_.

Purchaser/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Purchaser/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Owner acknowledges information contained herein is current as of this date.

Owner: \_\_\_\_\_ Date \_\_\_\_\_

Owner: \_\_\_\_\_ Date \_\_\_\_\_

1. Signature lines below are to be used in executing a Lease or an Agreement to Purchase or Sell. By signing below, this document is made a part of the Lease or an Agreement to Purchase or Sell for Subject Property dated \_\_\_\_\_.

EXPLANATION OF "YES ANSWERS

2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

a. \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

d. \_\_\_\_\_

e. \_\_\_\_\_

f. \_\_\_\_\_

g. \_\_\_\_\_

h. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_

a. \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

d. \_\_\_\_\_

e. \_\_\_\_\_

I/WE ATTEST THAT THE ABOVE STATEMENTS AND EXPLANATIONS HAVE BEEN PROVIDED BY ME/US AND ARE TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE. THIS DOCUMENT IS HEREBY MADE A PART OF THE LISTING AGREEMENT FOR THE SUBJECT PROPERTY DATED \_\_\_\_\_.

Owner:\_\_\_\_\_Date\_\_\_\_\_

Owner:\_\_\_\_\_Date\_\_\_\_\_

Purchaser acknowledges that he has read the above information:

Purchaser/Tenant\_\_\_\_\_Date\_\_\_\_\_

Purchaser/Tenant\_\_\_\_\_Date\_\_\_\_\_

Owner acknowledges information contained herein is current as of this date.

Owner:\_\_\_\_\_Date\_\_\_\_\_

Owner:\_\_\_\_\_Date\_\_\_\_\_

**PAUL GILMORE & ASSOCIATES, INC.**  
**2920 KINGMAN ST., SUITE 210**  
**METAIRIE, LA 70006**  
**504-456-1234 FAX#: 504-456-1090**

**SIGNATURES BY FACSIMILE, E-MAIL, DOCUSIGN & ON COUNTERPARTS**

SUBJECT PROPERTY: 4701-07 DOWNMAN RD, NEW ORLEANS, LA 70126

CONTRACT DATE: \_\_\_\_\_

BUYER/SELLER/LESSEE/LESSOR: \_\_\_\_\_

It is agreed and understood between all parties, that the above referenced Agreement(s) and any Addendum(s) or Exhibit(s) thereto may be executed and any number of counterparts by the parties hereto in separate counterparts and/or by facsimile, DocuSign, email, and/or by any other electronic means, each of which when executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument and shall further be deemed by all parties as legal and binding agreement(s).

Further, the parties agree, if requested to do so, to date and sign the original(s) when presented to them as dated and signed on said facsimile, e-mail, DocuSign and/or other document to sign electronically.

PURCHASER/LESSEE \_\_\_\_\_ DATE \_\_\_\_\_

SELLER/LESSOR 8-8-25 DATE

PURCHASER/LESSEE \_\_\_\_\_ DATE \_\_\_\_\_

SELLER/LESSOR \_\_\_\_\_ DATE \_\_\_\_\_



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REALTOR® Boards provide this form as an aid,  
and not as legal advice. REALTOR® members  
assume no responsibility for its' unauthorized use.

☐ Target Housing Sale      ☐ Target Housing Rental or Lease

### Lead Warning Statement for Target Housing Sales

### Lead Warning Statement for Target Housing Rentals and Leases

**SELLER'S/LESSOR'S Disclosure (answer a and b and initial both)**

AGENT'S Acknowledgment (answer f and initial)

### Certification of Accuracy

AGENT \_\_\_\_\_ Date \_\_\_\_\_

ADDENDUM F

LEASE FOR THE PROPERTY KNOWN AS:

4701-07 DOWNMAN RD, NEW ORLEANS, LA 70126

Lessee herein and herewith release, relieve, hold harmless and indemnify against any and all loss, harm, negligence, illness, sickness, liability, responsibility, injury, economic loss, hardship, fiscal damage, and/or any cause of action and specifically as it relates to the Lease Agreement, dog bites, and the use of the building and surrounding area and any harm or injury resultant therefrom, the following parties: Lessor, Paul Gilmore, Brenda Gilmore, Paul Gilmore & Associates Inc., Paul Gilmore & Associates, LLC, Paul's Hidden Treasures, LLC, Hidden Riches, LLC, and any and all associates, affiliates, employees, sub-contractors, and/or family members of the above stated parties.

Furthermore Lessee/Lessor/Purchaser/Seller acknowledges that, Realtor, Agent, broker, herein warn all parties of the hazards and risks of life and limb of the permitting of animals on any property and particularly as it relates to dog bites.

In addition, Lessee specifically releases, relieves, holds harmless, and indemnifies Lessor \_\_\_\_\_, Paul Gilmore, Brenda Gilmore, Paul Gilmore & Associates Inc., Paul Gilmore & Associates, LLC, Paul's Hidden Treasures, LLC, Hidden Riches, LLC, and any and all associates, affiliates, employees, sub-contractors, and/or family member of the above stated parties from any and all liability, negligence, responsibility and/or cause of action as it relates to the use, repair, and/or occupancy of the property and surrounding area and premises and as it relates to animal control and harm by animals. Lessee indemnifies and holds harmless the above stated parties as it relates to harm or injury to guests, invitees, workmen, visitors, relatives, children, contractors, and/or sub-contractors.

Lessee agrees to be responsible for the care and safety of the above referenced parties who enter the above referenced Subject Property.

The Lessee hereby release, relieve, acquit, and forever discharge Lessor \_\_\_\_\_, Paul Gilmore, Brenda Gilmore, Paul Gilmore & Associates Inc., Paul Gilmore & Associates, LLC, Paul's Hidden Treasures, LLC, Hidden Riches, LLC as well as their respective agents, employees, servants, family members, indemnitors, directors, executive officers, shareholders, managers, insurers, successors, heirs and assigns, from any and all past, present and future claims and demands, obligations, actions and causes of action, cross-claims, third-party demands, damages, including any claims for survival and wrongful death, costs, loss of services, wages, expenses, health care benefits, educational expenses, medical expenses, court costs, attorneys' fees, and compensation of any nature whatsoever on account of, or in any way growing out of, their personal injuries, illnesses, damages, financial loss of any kind, whether known or unknown at the present time, sustained by Lessee/lessor/Purchaser/Seller, occupants, guests, invitees, workmen, visitors, relatives, children, sub-contractors, and/or any other persons whether future, past, or present events.

Lessee hereby covenants and agrees to defend, indemnify and hold harmless Lessor \_\_\_\_\_, Paul Gilmore, Brenda Gilmore, Paul Gilmore & Associates Inc., Paul Gilmore & Associates, LLC, Paul's Hidden Treasures, LLC, Hidden Riches, LLC, and any and all associates, affiliates, employees, sub-contractors, and/or family members of the aforementioned parties as well as their respective agents, employees, servants, indemnitors, directors, executive officers, shareholders, insurers, successors, heirs and assigns, from and against all past, present and future claims, causes of action, third-party demands, cross-claims, incidental actions and demands of any kind, including all such claims for contribution and/or indemnity, by way of subrogation or assignment whether contractual or by operation of law, and including, but not limited to any and all claims whether present or in the future, by Lessee/Lessor/Purchaser/Seller or on their and/or Realtor's behalf for court costs, attorneys' fees, worker's compensation, compensation of any kind or nature, property damages, loss of wages, loss of income, loss of consortium, educational expenses, and medical or health care expenses incurred by Lessee/Lessor/Purchaser/Seller, Realtors and/or Property Manager's behalf by an insurer, governmental entity, Medicaid, Medicare, and/or any other third-party arising out of any incident.

Lessee/Lessor has read, understands, agrees and accepts the above referenced terms and conditions.

It is understood and agreed that Lessee is fully aware of risks of usage of the property and is willing to absorb any and all risks and liability.

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
LESSOR

8-8-25  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
LESSOR

\_\_\_\_\_  
DATE

ADDENDUM D

DISCLAIMER OF PERSONAL PROPERTY

PROPERTY: 4701-07 DOWNMAN RD, NEW ORLEANS, LA 70126

The owners and management of this rental property are providing this information to you to avoid any future misunderstandings. THE OWNER AND MANAGEMENT OF THIS PROPERTY ARE NOT RESPONSIBLE FOR LOSS OF DAMAGE TO PERSONAL PROPERTY OF RESIDENTS. Resident's personal property is solely their responsibility.

It is specifically understood and agreed that Lessor/Property Manager shall by no means and in no respect and in no manner be responsible or liable for any reason whatsoever for Lessee's furniture, personal possessions, valuable, and/or incidentals. This clause shall specifically apply to but shall not be limited to any destruction by fire or other occurrence. The risk of all loss shall be borne by the Lessee. Furthermore, Lessor/Property Manager shall not be responsible for any loss and/or pain/or suffering experienced or suffered by Lessee, guests, family, persons, visitors, invitees, occupants, and/or other to the Subject Property whatsoever especially for rain, flooding, windstorm, fire, theft, break-ins, hurricane, tornado or any other peril, acts or occurrences.

Lessee shall obtain and shall be personally responsible for the term of the lease occupancy period, insurance coverage for lessee, occupants, invitees, guests, and/or visitors' personal items, furniture, furnishings, belongings, and personal effects.

Lessee release, relieve, hold harmless the Lessor/Property Manager from any and all liability, responsibility, and/or cause of action as it relates to the property and/or the Lease Agreement and/or any harm or damage to Lessee, persons, family, visitors, invites, guests and/or occupants to the Subject Property. The herein stated releases shall survive the occupancy period/lease period, purchase agreement and act of sale.


The following are examples of incidents for which management and the owner have no liability:

BURGLARY Should this rental property be burglarized and any of your possessions be stolen, neither the management company nor the owners have any liability for this incident.

WATER DAMAGE If a water line breaks or if there is a roof leak harming you, occupants, or damaging your possessions, neither the management company nor the owner has any liability for your damage or harm.

FIRE In the event of a fire, the owner's insurance will cover the damage to the structure and his possessions. Your personal belongings are NOT covered, nor covered are harm to you or others occupying with you, nor your invitees and/or visitors.

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE ABOVE INFORMATION.

	<u>8-8-25</u>		
LESSOR	DATE	LESSEE	DATE

LESSOR	DATE	LESSEE	DATE
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## ADDENDUM I

PROPERTY: 4701-07 DOWNMAN RD, NEW ORLEANS, LA 70126

## TRASH, DEBRIS, AND FURNITURE DISPOSAL

Lessee herein and herewith understands and agrees that disposal of trash, debris, furniture, mattresses, and other bulk items that do not easily fit into a trash can must be properly disposed of by Lessee by transporting same to a lawful dump, and Lessee herein agrees that said items will not be deposited on the street, or in or around the property.

Lessee is advised that the Parish may fine up to \$750 for the removal by a Parish approved contractor, and therefore, Lessee also herein and herewith agrees to pay within ten (10) days of notification, for any and all fines, fees, penalties, levies, costs, and/or similar assessments that are charged to the property and/or to the property owner related to the removal and/or disposal of such items.

RELEASE OF LIABILITY

RE: REPAIRS

Lessee/Tenant understands and agrees that Paul Gilmore & Associates, Inc. cannot authorize or perform repairs to the subject property without first having the permission and the funds from the owner to perform repairs, therefore, Lessor/Tenant releases, relieves, holds harmless, and indemnifies Paul Gilmore & Associates, Inc., their agents, heirs, assigns, and successors from any and all liability related to repairs to the subject property and any harm or loss resultant thereof and hold harmless Paul Gilmore & Associates, Inc., their agents, heirs, assigns and successors.

Lessee/Tenant acknowledges and understands that from time to time damage and breakdowns may occur to the subject property, and in consideration of Lessor agreeing to rent the subject property to Lessee/Tenant, Lessee/Tenant herein and herewith agrees to release, relieve, and hold harmless Lessor and Paul Gilmore & Associates, Inc., their agents, heirs, assigns, and successors from any and all liability, harm, and/or loss as a result of the damage or need for repair of the subject property.

DATE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

ADDENDUM J

ADDENDUM TO LEASE FOR THE PROPERTY KNOWN AS:

4701-07 DOWNMAN RD, NEW ORLEANS, LA 70126

Lessee shall ensure that Lessee and/or Lessee's guests, invitees, workers, contractors, occupants, and/or any other person(s) shall not install and/or use in or around the property water beds, swimming pools, trampolines, or similar products.

Lessee herein and herewith releases, relieves, holds harmless and indemnifies Owner, Lessor, Landlord, Paul Gilmore & Associates, Inc., their agents, employees, representatives, heirs, successors, and assigns as it relates to harm, loss, damage, cause of action as it relates to the use and/or operation of the above referenced items.


Lessee shall ensure that Lessee, nor Lessee's invitees, workers, guests, contractors, occupants, and/or any other person(s) shall not install electrical generators that in any way connect to the subject property electrical system, electrical devices, electrical panel or electrical subpanel(s). If Lessee or Lessee's invitees, workers, contractors, occupants, and/or any other persons install a generator, Lessee herein and herewith releases, relieves, holds harmless, and indemnifies Lessor, Landlord, Owner, Paul Gilmore & Associates, Inc., their agents, employees, representatives, heirs, successors, and assigns as it relates to harm, loss, damage, cause of action as it relates to the use and/or operation of the above referenced items.

Lessee shall correct and pay for any citations, fines, tickets, and any legal costs for any violations, infractions, and/or code infringements, as it relates to the Parish, County, State, City, Federal Agencies as it relates to Lessee's or Lessee's invitees, guests, workers, contractors, occupants, and/or any other persons, activities, acts, and/or occupancy.

As it relates to hurricane and storm preparations, Lessee shall ensure that all yard and house items are picked up safe and secured so as not to cause damage. After hurricane and storms, Lessee shall ensure all debris is picked up and disposed of.

NO SMOKING POLICY

As agreed by both lessor and lessee, no smoking, by tenant or any visitor, shall be permitted inside the property at any time.

_____ LESSEE	_____ DATE	 _____ LESSOR	<u>8-2-25</u> _____ DATE
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_____ LESSEE	_____ DATE	_____ LESSOR	_____ DATE
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ADDENDUM K

PROPERTY ADDRESS: 4701-07 DOWNMAN RD. NEW ORLEANS, LA 70126

CLIENT ACKNOWLEDGEMENT & ASSUMPTION OF RISK

The undersigned Lessee(s) and/or Lessor(s), also referred to as "Client(s)" hereby acknowledge that Paul Gilmore & Associates, Inc. (hereinafter "Broker"), and its agents, assigns, and/or successors, have been engaged by Client(s) to assist with the leasing of real estate from or to third parties. Client(s) are aware and acknowledge that Broker has no knowledge and/or duty to investigate the physical condition of any prospective property and/or any, health conditions of any prospective property's owners and/or occupants, including but not limited to tenants, subtenants, invitees, assignees, and/or any person that has entered and/or lived in a prospective property. Client hereby agrees to assume any and all risk(s) associated with any potential infectious diseases, viruses, or the like, including but not limited to COVID-19 (Novel Coronavirus Disease), that may be present in a prospective property and/or a prospective property's owner(s) and/or occupant(s). Client acknowledges and agrees that he/she acknowledges and assumes all potential risks, including risk of infection, transmission, and/or contraction of any infectious disease(s), virus(es), and/or illness(es), to view and/or enter a prospective property. Client further agrees to hold harmless and release Broker, including any and all agents, assigns, and/or successors, from any and all liability and/or potential claims, whether from Client or by a third party, arising from and/or in any way related to Client's alleged infection, transmission, and/or contraction of any infectious disease(s), virus(es), and/or illness(es) from a prospective property, except any claim(s) and/or cause(s) of action arising from Broker's gross negligence and/or willful misconduct.

WAIVER OF MANDATES/ABATEMENTS, ETC.

Signee/Buyer/Lessee herein and herewith agrees, covenants, certifies, guarantees that they will tender all required Rental/Bond for Deed/Owner Finance payments on the due date, regardless of, and without respect to and without regard to any natural disaster, pandemic, and/or governmental mandates or governmental decrees for abatement of rent and abatement of other fees and costs, and without regard to governmental suspension of rents, and regardless of any other events which may grant or imply the above concession(s).

X 

LESSOR

8-8-25

DATE

LESSEE

DATE

LESSOR

DATE

LESSEE

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) PAUL GILMORE & ASSOCIATES, INC.

(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 4701-07 Downman Rd, New Orleans, LA 70126  
(List address of property, if known)

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

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

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

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

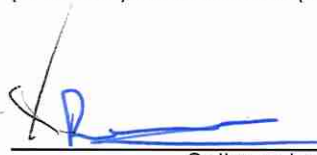
### WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT

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

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

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

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

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

\_\_\_\_\_  
Date

8-8-25  
\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Licensee

\_\_\_\_\_  
Licensee  
PAUL GILMORE & ASSOCIATES, INC.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Customer Information Form



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

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

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

**DESIGNATED AGENCY** means the agency relationship that shall be presumed to exist when a licensee engaged in any real estate transaction, except as otherwise provided in LA R.S. 9:3891, is working with a client, unless there is a written agreement providing for a different relationship.

The law presumes that the real estate licensee you work with is your designated agent unless you have a written agreement otherwise.

- No other licensees in the office work for you, unless disclosed and approved by you.
- You should confine your discussions of buying/selling to your designated agent or agents only.

**DUAL AGENCY** means an agency relationship in which a licensee is working with both buyer and seller or both landlord and tenant in the same transaction. Such a relationship shall not constitute dual agency if the licensee is the seller of property that he/she owns or if the property is owned by a real estate business of which the licensee is the sole proprietor and agent. A dual agency relationship shall not be construed to exist in a circumstance in which the licensee is working with both landlord and tenant as to a lease that does not exceed a term of three years and the licensee is the landlord. Dual agency is allowed only when informed consent is presumed to have been given by any client who signed the dual agency disclosure form prescribed by the Louisiana Real Estate Commission. Specific duties owed to both buyer/seller and lessor/lessee are:

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

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

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

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

\_\_\_\_ Buyer(s) \_\_\_\_ Seller(s). ☒ Lessor(s) \_\_\_\_ Lessee(s)

Signature and Date: [Signature] 8-8-25

Signature and Date: \_\_\_\_\_

Signature and Date: \_\_\_\_\_

Signature and Date: \_\_\_\_\_

Licensee Signature and Date: \_\_\_\_\_



AUTHORIZATION TO LEASE

PAUL GILMORE & ASSOCIATES, INC.  
MEMBER NEW ORLEANS METROPOLITAN ASSOCIATION OF REALTORS

DATE: AUGUST 8, 2025

For and in consideration of your efforts in attempting to find a tenant, I hereby employ Paul Gilmore & Associates, Inc. (their agents, successors, or assigns) as my exclusive agent and grant you the exclusive right to lease property designated as 4701-07 DOWNMAN RD, NEW ORLEANS, LA 70126.

Rentals shall be based on \_\_\_\_\_.

This exclusive right to lease shall be binding for an active period of twelve months from date of acceptance. I authorize Paul Gilmore & Associates, Inc. (their agents, successors, or assigns) to post your "For Lease" or "For Rent" signs on the property.

If the property is leased during the active period of this employment, upon commencement of lease, I agree to pay Paul Gilmore & Associates, Inc. (their agents, successors, or assigns) an agent's commission of six percent of the gross lease amount, and a like commission on any lease, expansion, addition, extension, renewal or renegotiation, with the Lessee. Also, a commission of six percent shall be paid on any agreement to sell or exchange made with or through Lessee, its agents or assigns.

It is further agreed that if a lease, sale or exchange is made within six months after the expiration of the active period to any party, its agents or assigns, to whom the property was presented during the active period of this agreement, then a commission of six percent will be paid to Paul Gilmore & Associates, Inc. (their agents, successors, or assigns) on the gross amount of such transaction at time of commencement of lease and/or closing of sale, except where the property is listed under an exclusive right to lease listing with another Realtor.

I agree to refer all inquiries to Paul Gilmore & Associates, Inc. (their agents, successors, or assigns). Owner/Lessor herein authorizes Paul Gilmore & Associates, Inc. (their agents, successors, or assigns) to pay twenty-five to fifty percent of the total commission (at Broker's option) as commission to other Brokers or real estate companies who exclusively represent a Lessee/Tenant, who bring a Bonafide Lessee, which results in a lease.

I, Signee, herein attest and certify that I have the full authority, authorization, and direction to negotiate, bind, contract lease, and agree to the above referenced terms and conditions.

ACCEPTED, AGREED UPON, AUTHORIZED, DIRECTED, AND INSTRUCTED BY:

HADEEL REALTY, LLC/  
HASSAN HASSAN

BY: [Signature] 8-8-25  
SIGNATURE-RAMMY HASSAN DATE

Rammy Hassan  
PRINT NAME

\_\_\_\_\_  
SIGNATURE DATE

\_\_\_\_\_  
PRINT NAME

WE ACCEPT THE ABOVE GRANT AND WILL ATTEMPT TO FIND A SUITABLE TENANT FOR THE PROPERTY.

PAUL GILMORE & ASSOCIATES, INC.  
2920 KINGMAN ST, SUITE 210  
METAIRIE, LA 70006

\_\_\_\_\_  
AGENT DATE



**AGREEMENT TO LEASE**  
**PAUL GILMORE & ASSOCIATES, INC.**  
**FOR EXCLUSIVE USE 2920 KINGMAN ST. SUITE 210, METAIRIE, LOUISIANA 70006**  
**OF REALTORS                      PHONE: 504-456-1234 FAX: 504-456-1090**  
**MEMBER NEW ORLEANS METROPOLITAN REALTORS, INC./LOUISIANA REALTORS ASSOCIATION/NATIONAL ASSOCIATION OF REALTORS**

PAUL GILMORE Agent NEW ORLEANS, LA

Date: AUGUST 8, 2025

In and for the consideration of the mutual benefits to be derived by you and me from the lease hereinafter described,  
I offer and agree to rent/lease the property known as 4701-07 DOWNMAN RD, NEW ORLEANS, LA 70126  
for the term of 12 MONTHS beginning AUGUST 8, 2025 and ending AUGUST 8, 2026 at a rental of \_\_\_\_\_  
\_\_\_\_\_ payable monthly in advance.

Premises to be used as residential.

It is understood and agreed, that, if this agreement is accepted, Lessee and Lessor agree to sign, when called upon to do so, standard form of negotiated Lease with its following additional clauses, as shown on the said lease attached hereto and made a part hereby, and/or as shown on attached Addenda.

It is understood and agreed, that the right that either party would have under the law to withdraw from this agreement, at any time before the actual signing of the lease is waived, and the contract of lease becomes final, by acceptance of this proposition.

If this offer is accepted, Lessor agrees to pay Paul Gilmore & Associates, Inc. a commission of six percent on the gross rental of this lease and the same commission on any extension, renewal, addition, expansion, and/or renegotiation payable in advance.

Also, a commission of six percent on any agreement to sell or exchange made with or through Lessee, its agents, heirs and/or assigns during the term of this lease or any renewal, extension and/or renegotiation, thereof, and/or made within 6 months after the termination shall be paid by the Lessor to Paul Gilmore & Associates, Inc.

Either party hereto who fails to comply with the terms of this offer if accepted, is obligated to pay the real estate commission, and all fees and costs incurred in enforcing collections and damages.

Also, a commission of six percent on any agreement to sell or exchange made with or through Lessee, its heirs, successors, or assigns during the term of and /or made within 6 months after the termination of this lease or any renewal, extension, and/or renegotiation thereof shall be paid by the Lessor to Paul Gilmore & Associates, Inc.

All late fees and forfeiture of the portion of the on-time payment discount shall be divided equally between Lessor and Paul Gilmore & Associates, Inc.

The herein described "Agreement to Lease" is part and parcel of the attached Lease Agreement. The attached Lease Agreement is part and parcel of the herein described "Agreement to Lease".

If multiple Agents are to be compensated, commission split shall be paid by Lessor/Seller as follows:

I, Signee, herein attest and certify that I have the full authority, authorization, and direction to negotiate, bind, contract lease, and agree to the above referenced terms and conditions.

This offer remains binding and irrevocable through

(date) \_\_\_\_\_ (time) \_\_\_\_\_ A.M/P.M.

Submitted to \_\_\_\_\_  
(Listing Realtor)

Offered \_\_\_\_\_  
Date

HADEEL REALTY, LLC/HASSAN HASSAN

Accepted by X [Signature] 8-8-25  
RAMMY HASSAN Date

\_\_\_\_\_  
Date

Received By: \_\_\_\_\_  
Agent Signature Date

\_\_\_\_\_  
Agent Print Name Date



ADDENDUM L  
"AS IS" WAIVER / RELEASE OF LIABILITY ADDENDUM

IN REFERENCE to the Agreement to Lease the real property commonly referred to as:  
4701-07 DOWNMAN RD, NEW ORLEANS, LA 70126 dated \_\_\_\_\_  
between \_\_\_\_\_ ("LESSOR") and \_\_\_\_\_  
("LESSEE"), the undersigned parties hereby agree as follows: Lessee hereby agrees that THE  
FOLLOWING STATEMENT WILL BE MADE A PART OF THE LEASE AND SHALL NOT GO  
INTO EFFECT UNTIL THE DATE OF LEASE COMMENCEMENT. LESSEE HAS INSPECTED  
AND ACCEPTS THE PROEPRTY AND THESE CONDITIONS.

It is expressly agreed that the immovable property herein conveyed and all improvements and  
components parts, roof, foundation, flooring, walls, plumbing, electrical systems, mechanical equipment,  
heating and air conditioning systems, built-in appliances, and all other items located hereon are conveyed  
by Lessor and accepted by Lessee "AS IS WHERE IS," without any warranties of any kind whatsoever,  
even as to the metes and bounds, zoning, operation, or suitability of the property for the use intended by  
the Lessee, without regard to the presence of apparent or hidden defects and with the Lessee's full and  
complete waiver of any and all rights for the return of all or any part of the Lease price or payment for  
harm, loss, or damages by reason of any such defects.

Lessee acknowledges and declares that neither the Lessor, all Real Estate Agents, all Real Estate Brokers,  
nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of the Lessor  
has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by  
written or oral statement or otherwise, upon which the Lessee has relied, concerning the existence or non-  
existence of any quality, characteristic or condition of the property herein conveyed. Lessee has had full,  
complete and unlimited access to the property herein conveyed for all tests and inspections which Lessee,  
in Lessee's sole discretion, deems sufficiently diligent for the protection of Lessee's interest.

Lessee expressly waives the warranty of fitness and the warranty against vices and defects, whether  
apparent or latent, known or unknown, easily discoverable or hidden, imposed by any Louisiana Civil  
Code Articles, inclusive, and any other applicable state or federal law and the jurisprudence there under.

Lessee also waives any rights Lessee may have in return of the Lease price or to a reduction of the Lease  
price paid or payment for harm, loss, or damages, pursuant to any Louisiana Civil Code Articles,  
inclusive, in connection with the property hereby conveyed to Lessee by Lessor. By Lessee's signature,  
Lessee expressly acknowledges all such waivers and Lessee's exercise of Lessee's right to waive  
warranty.

"Lessee(s) or (his/her) representatives have fully examined and inspected the entire land and/or  
building(s) which comprise the premises prior to the execution of this agreement, and that Lessee(s) know  
and is/are satisfied with the physical condition of the premises in all respects, including but not limited to,  
any visible or hidden termite infestation and resultant damage there from, and that same is acceptable to  
Lessee(s) "AS IS" and that Lessee(s) are not relying upon any representation, statements or warranties  
that have at any time been made by Lessor(s), or its agents, or Lessor's and/or Lessee's Real Estate  
Agents and/or Brokers as to the physical condition or state of repair of the premises in any respect, and  
that the Lease price takes into consideration the condition of the premises".

"Lessor(s) and Lessee(s) hereby acknowledge and recognize that this lease is in an "AS IS" condition and  
accordingly, Lessee(s) do hereby relieve, release, hold harmless, and indemnify Lessor(s) and all real  
estate agents, real estate brokers, real estate agencies, and/or real estate companies, and all previous  
owners thereof from any and all claims for any vices or defects in said property, whether obvious or  
latent, known or unknown, easily discoverable or hidden, and particularly for any claim or cause of action  
for harm, damages or loss as a result of the condition or future condition of the property, or for fitness for  
Lessee's ordinary use of the property. Lessee further waives any and all rights or cause of action  
pertaining to any environmental condition, hazardous substance or material, or physical contamination of  
the herein conveyed property.

Lessee(s) acknowledge that the foregoing waivers have been called to their attention, read, and explained  
to them and that they are a material and integral consideration for this lease.

	HADEEL REALTY, LLC/HASSAN HASSAN		
	BY	<u>8-8-25</u>	
LESSEE	LESSOR-RAMMY HASSAN	DATE	

LESSEE	LESSOR	DATE	DATE

ADDENDUM G

Property Address: 4701-07 DOWNMAN RD, NEW ORLEANS, LA 70126

**DEPOSIT REFUND POLICY**

It is the policy of this company that you will not receive a refund of your deposit if you should change your mind about moving into the unit/subject property. There is no exception to this policy, unless the unit/subject property can be rented to another tenant for occupancy on or before your intended lease effective date and that the acquisition of another tenant was at no additional expense to lessor and/or to Paul Gilmore & Associates, Inc., and that the rental amount is equal to or greater than the rental amount committed to by you.

If upon completion of our investigation, the information on the application is not acceptable, you will receive a full refund of your deposit less any application fee.

I have read the above information and fully understand and agree to all of the provisions.

Deposit amount: \$ \_\_\_\_\_

**KEY/LOCK DISCLOSURE AND RECOMMENDATION**

Lessee herewith and herein understand and agrees that the locks have NOT been changed. Lessee understands that they have been advised that other persons have had access to the locks and keys and may presently possess keys to the subject property which may pose a security risk. Lessee is herein and herewith advised to change all locks for their protection, and in so doing, lessee herein and herewith agrees to immediately after the changing of the key locks to furnish three (3) good working sets of keys to Paul Gilmore & Associates, Inc. Failure to immediately do so shall herein give Paul Gilmore & Associates, Inc. the right to deduct from Lessee's deposit an amount to cover the cost to engage a locksmith or other person to change the locks, and to duplicate the keys at such time that the Lessor sees fit, even if the time is after the lessee vacates and/or terminates the lease.

Lessee herein and herewith releases, relieves, hold harmless Paul Gilmore & Associates, Inc. and Lessor from any and all liability, responsibility, and cause of action as it relates to the lock changes.

**PROPERTY DIMENSIONS, REPORTS AND HONORING OF LEASES ADDENDUM**

The undersigned parties agree that the following terms are hereby made a part of the above reference agreement to lease:

**PROPERTY DIMENSIONS**

Lessee acknowledges that there may be discrepancies and errors between the quoted and the actual square footage(s) and measurements of the Subject Property to include, but not limited to, both living and total square footage, room sizes and lot size (all hereinafter referred to collectively as "Property Dimensions"), and therefore, the Lessee agrees not to rely on any Property Dimension information provided by Lessor or Lessor's Designated agent(s) or broker(s). Lessee hereby releases Lessor and all agents and brokers from any and all liability and/or claims associated in any way whatsoever with Property Dimensions and the misquoting of same to include, but not limited to, any costs incurred or related in any way whatsoever to Lessee's attempt to lease or the planning to purchase the Subject Property. Lessee agrees to determine/confirm Property Dimensions using Lessee's experts either during Lessee's property contemplation period or prior to entering into any agreement to lease the Subject Property.

**REPORTS**

Any prior property inspection report(s), if any, estimates for the correction of property deficiencies, opinions of tradesmen/experts regarding any condition of the Subject Property or like documents (hereafter referred to collectively as "Reports") provided by Lessor to Lessee is done solely in an effort by Lessor to comply with any Lessor's obligation of full disclosure. The Lessor does not warrant or guarantee the accuracy or thoroughness of these Reports and the Lessee specifically agrees not to rely on these reports to determine what defects or deficiencies may exist in the Subject Property or the cost to remedy same, but instead to have the property thoroughly inspected by competent professionals hired by Lessee and to obtain Lessee's separate cost estimates for any possible repair or remedy of property deficiencies.

**HONORING OF LEASES**

Unless stated to the contrary elsewhere in this agreement, Lessee agrees that after Lessee's review of any existing lease(s) in the Subject Property as is provided for in the above referenced agreement subsequently determining that said lease(s) is/are acceptable to Lessee, the Lessee will honor and be bound by all lease terms and conditions.

All other terms and conditions of the above referenced agreement to lease shall remain in full force and effect on the parties.

X  \_\_\_\_\_  
LESSOR DATE

\_\_\_\_\_  
LESSEE DATE

\_\_\_\_\_  
LESSOR DATE

\_\_\_\_\_  
LESSEE DATE

PAUL GILMORE & ASSOCIATES, INC.  
2920 KINGMAN ST., SUITE 210 METAIRIE, LA 70006

**MOLD DISCLOSURE AND WAIVER**

Printed Name(s) of Buyer(s)/Lessee(s)\_\_\_\_\_

Printed Name(s) of Seller(s)/Lessor(s)\_\_\_\_\_

Property Address: 4701-07 DOWNMAN RD, NEW ORLEANS, LA 70126

\_\_\_\_ Client's Initials **MOLD INSPECTIONS.** Mold contaminants may exist in the Property of which the Broker of Agent(s) is unaware. These contaminants generally grow in places where there is or may have been excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding; these conditions may be identified with a typical home inspection. Broker recommends CLIENT obtain a home inspection to better determine the condition of the property. Neither the Broker nor the Broker's Agents are experts in the field of mold contaminants. In the event suspect mold contamination is discovered, it is recommended that our clients satisfy themselves as to property condition by having a mold inspection performed. The cost and quality of such inspections may vary. Companies able to perform appropriate inspections may be found I the Yellow Pages or on the World Wide Web under "Microbial of Mold Inspections" or "Environmental and Ecological Services".

**CLIENT DISCLOSURE**

- The Broker or Broker's Agent has recommended the client obtain a Home Inspection: \_\_\_\_\_  
Initials
- The Broker or Broker's Agent has recommended the client obtain a Mold Inspection: \_\_\_\_\_  
Initials

**WAIVER:** Client agrees to hold the Broker and Broker's Agents harmless in the event any mold contaminants are discovered on the property. Client understands mold is a naturally occurring microbe and that mold should pose no health threat unless concentrated at high levels in the living environment. The Broker and the Broker's Agents agree that in the event mold-like contamination is discovered, this condition will be immediately reported to the client. The only way to determine if a mold -like substance is truly mold or is present at high levels is through sample collecting and analytical testing.

**RECEIPT OF COPY:** Client(s) have read this Mold Disclosure/Waiver and by their signatures, heron acknowledge receipt of a copy thereof.

**PROFESSIONAL ADVICE:** Client(s) execute this Disclosure/Waiver with the understanding that they should consult with a professional of their choice regarding any questions or concerns before its execution.

**LEGAL ADVICE:** Client(s) acknowledge that this waiver does not attempt to offer legal advice. If client(s) feel the need for legal advice, they should consult an attorney of their choice prior to the execution of this document.

Client: \_\_\_\_\_ Date: \_\_\_\_\_

Client: \_\_\_\_\_ Date: \_\_\_\_\_

Agent: PAUL GILMORE & ASSOCIATES, INC. Date: 8/8/25

Broker: PAUL GILMORE & ASSOCIATES, INC. Date: 8/8/25

**ANIMAL AUTHORIZATION**

**Property:** 4701-07 DOWNMAN RD, NEW ORLEANS, LA 70126

Animal(s) will be permitted on the premises.

Circle/Check Below:

Yes \_\_\_\_\_

No \_\_\_\_\_

Negotiable \_\_\_\_\_

Only with additional animal deposit of \$ \_\_\_\_\_

\_\_\_\_\_  
LESSEE DATE

\_\_\_\_\_  
LESSOR DATE

\_\_\_\_\_  
LESSEE DATE

\_\_\_\_\_  
LESSOR DATE