



# DEPOSIT ADDENDUM TO LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL

4405 ZENITH ST, METAIRIE, LA 70001

## DEPOSIT HELD BY BROKER<sup>1</sup>

When a dispute exists in a real estate transaction regarding the ownership or entitlement to funds held in a sales escrow checking account, the broker holding the funds is required to send written notice to all parties and licensees involved in the transaction. Within 60 days of the scheduled closing date or knowledge that a dispute exists, whichever occurs first, the broker shall do one of the following:

1. disburse the funds upon the written and mutual consent of all of the parties involved;
2. disburse the funds upon a reasonable interpretation of the contract that authorizes the broker to hold the funds. Disbursement may not occur until 10 days after the broker has sent written notice to all parties and licensees;
3. place the funds into the registry of any court of competent jurisdiction and proper venue through a concursus proceeding;
4. disburse the funds upon the order of a court of competent jurisdiction;
5. disburse the funds in accordance with the Uniform Unclaimed Property Act of 1997 as set forth in R.S. 9:151 et seq.

## DEPOSIT HELD BY THIRD PARTY

These requirements do not apply when a dispute arises regarding the ownership or entitlement to a Deposit held by a third party. The Louisiana Real Estate Commission may not have jurisdiction over those third parties holding the funds.

Deposit held by: CLOSING TITLE COMPANY

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Time  AM  PM

\_\_\_\_\_  
Date

Time  AM  PM

DocuSigned by:

DocuSigned by:

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Print Name  
9/24/2024

\_\_\_\_\_  
Print Name  
9/25/2024

\_\_\_\_\_  
Date

Time  AM  PM

\_\_\_\_\_  
Date

Time  AM  PM

<sup>1</sup>Louisiana Administrative Code Title 46, Chapter LVXII, Section 2901.



WAIVER OF WARRANTY & REDHIBITION RIGHTS ADDENDUM  
ADDENDUM A

IN REFERENCE to the Agreement to Buy or Sell the real property commonly referred to as 4405 ZENITH ST. METAIRIE, LA 70001, LOT, AND ALL IMPROVEMENTS THEREON dated \_\_\_\_\_ between \_\_\_\_\_ (“SELLER”) and \_\_\_\_\_ (“PURCHASER”), the undersigned parties hereby agree as follows: Purchaser hereby agrees that THE FOLLOWING STATEMENT WILL BE MADE A PART OF THE ACT OF SALE AND SHALL NOT GO INTO EFFECT UNTIL THE ACT OF SALE.

It is expressly agreed that the immovable property herein conveyed and all improvements and components parts, plumbing, electrical systems, mechanical equipment, heating and air conditioning systems, built-in appliances, and all other items located hereon are conveyed by Seller and accepted by Purchaser “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 Purchaser, without regard to the presence of apparent or hidden defects and with the Purchaser’s full and complete waiver of any and all rights for the return of all or any part of the purchase price by reason of any such defects.

Purchaser acknowledges and declares that neither the Seller, 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 Seller has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, upon which the Purchaser has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property herein conveyed. Purchaser has had full, complete and unlimited access to the property herein conveyed for all tests and inspections which Purchaser, in Purchaser’s sole discretion, deems sufficiently diligent for the protection of Purchaser’s interest.

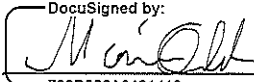
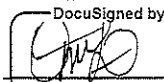
Purchaser expressly waives the warranty of fitness and the warranty against redhibitory vices and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2520 through 2548, inclusive, and any other applicable state or federal law and the jurisprudence there under.

Purchaser also waives any rights Purchaser may have in redhibition to a return of the purchase price or to a reduction of the purchase price paid pursuant to Louisiana Civil Code Articles 2520 to 2548, inclusive, in connection with the property hereby conveyed to Purchaser by Seller. By Purchaser’s signature, Purchaser expressly acknowledges all such waivers and Purchaser’s exercise of Purchaser’s right to waive warranty pursuant to Louisiana Civil Code Article 2520 to 2548, inclusive.

“Buyer(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 Buyer(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 Buyer(s) “AS IS” and that Buyer(s) are not relying upon any representation, statements or warranties that have at any time been made by Seller(s), or its agents, or Seller’s and/or Buyer’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 purchase price takes into consideration the condition of the premises”.

“Seller(s), Purchaser(s) hereby acknowledge and recognize that this sale is in an “AS IS” condition and accordingly, Purchaser(s) do hereby relieve and release Seller(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 redhibition pursuant to Louisiana Civil Code Articles 2520, et seq., or from diminution of purchase price pursuant to Louisiana Civil Code Articles 2541, et seq., or for fitness for Purchaser’s ordinary use pursuant to Civil Code article 2524, et seq...” Purchaser 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.

Purchaser(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 Act of Sale.

_____	_____	DocuSigned by: 	9/24/2024
Purchaser	Date	Seller 700D090A0401418...	Date
_____	_____	DocuSigned by: 	9/25/2024
Purchaser	Date	Seller 8209BF40C5934DE...	Date



Standard Form (revised 08/97) of:  
New Orleans Metropolitan Association of REALTORS®, Inc.  
Northshore Area Board of REALTORS®  
Gulfcoast Board of REALTORS®

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REALTOR® Boards provide this form as an aid,  
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### Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Target Housing Sale     Target Housing Rental or Lease

PROPERTY ADDRESS: 4405 Zenith St Metairie LA 70001

#### Lead Warning Statement for Target Housing Sales

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

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

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive Federally approved pamphlet on lead poisoning prevention.

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

MS MS (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):  
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

MS MS  SELLER has no knowledge of lead-based paint and/or lead-based paint hazards in building.

(b) Records and reports available to the SELLER (check one below):  
 SELLER has provided the PURCHASER with all available records and reports pertaining to lead-based paint and/or lead based-paint hazards in the housing (list documents below).

SELLER has no reports or records pertaining to lead-based paint and/or lead based-paint hazards in the housing.

#### BUYER'S Acknowledgment (answer c, d and e and initial all) LESSEE'S

##### Acknowledgment (answer c and d and initial both)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(c) BUYER/LESSEE has received copies of all information listed above.  
(d) BUYER/LESSEE has received the pamphlet "Protect Your Family From Lead in Your Home".  
(e) BUYER has (check one below): (not required for LESSEE)  
 Received a 10-calendar day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards;  
 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

#### AGENT'S Acknowledgment (answer f and initial)

\_\_\_\_\_  
\_\_\_\_\_  
(f) Agent has informed the SELLER/LESSOR of the SELLER'S/LESSOR'S obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

#### Certification of Accuracy

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

DocuSigned by:  
MS 9/24/2024  
SELLER/LESSOR Date

BUYER/LESSEE Date

DocuSigned by:  
MS 9/25/2024  
SELLER/LESSOR Date

BUYER/LESSEE Date

AGENT PAUL GILMORE & ASSOCIATES, INC. Date

AGENT Date

**DISCLOSURE OF INFORMATION ON MOLD/MILDEW**

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

PROPERTY ADDRESS: 4405 ZENITH ST. METAIRIE, LA 70001

**SELLER'S/LESSOR'S DISCLOSURE (ANSWER A AND B AND INITIAL BOTH)**

Mo<sup>DS</sup> No<sup>Initial</sup>

A. Presence of mold/mildew (check one below)

( ) Known mold/mildew are present in the property. (Explain)

\_\_\_\_\_  
\_\_\_\_\_

( x ) Seller/Lessor has no knowledge of mold/mildew hazards in the property.

Mo<sup>DS</sup> No<sup>Initial</sup>

B. Records and reports available to the seller (Check one below)

( ) Seller/Lessor has provided the purchaser with all available records and reports pertaining to mold/mildew in the property (List documents)

\_\_\_\_\_  
\_\_\_\_\_

( x ) Seller/Lessor has no reports or records pertaining to mold/mildew hazards in the property.

\_\_\_\_\_

**PURCHASER'S ACKNOWLEDGEMENT (ANSWER C AND D AND INITIAL BOTH)**

\_\_\_\_\_  
\_\_\_\_\_ C. Purchaser/Lessee has received copies of all information listed above

\_\_\_\_\_  
\_\_\_\_\_ D. Purchaser/Lessee has (check one below) (not required for LESSEE)

( ) Received a 10 calendar day opportunity (or mutually agreed upon period) to conduct a risk free assessment or inspection for the presence of mold/mildew)

( ) Waived the opportunity to conduct a risk assessment or inspection for the presence of mold/mildew hazards.

**AGENT'S ACKNOWLEDGEMENT:**

Paul Gilmore & Associates, Inc. 9/24/24  
Seller's/Lessor's Agent Date

\_\_\_\_\_  
Purchaser's/Lessee's Agent Date

**CERTIFICATION OF ACCURACY:**

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

Mo<sup>DocuSigned by:</sup> 9/24/2024  
\_\_\_\_\_  
Seller/Lessor Date

\_\_\_\_\_  
Purchaser/Lessee Date

Mo<sup>DocuSigned by:</sup> 9/25/2024  
\_\_\_\_\_  
Seller/Lessor Date

\_\_\_\_\_  
Purchaser/Lessee Date





**FORCE MAJEURE ADDENDUM**

Property Address: 4405 ZENITH ST, METAIRIE, LA 70001

Agreement to purchase dated: \_\_\_\_\_

This Force Majeure Addendum is an addendum to the Louisiana Residential Agreement to

To Buy or Sell dated \_\_\_\_\_ (the "Purchase Agreement") by and between

\_\_\_\_\_ ("Seller") and \_\_\_\_\_

\_\_\_\_\_ ("Purchaser").

The undersigned parties to the Purchase Agreement understand, acknowledge, and agree that the following additional terms and conditions contained herein are incorporated into and made a part of the above referenced Purchase Agreement and all other terms and conditions shall remain in full force and effect.

Should any act of God, or man and including but not limited to, a tropical storm, hurricane, disaster, fortuitous event, force majeure or adverse weather impose restrictions on any Party to the Purchase Agreement and his/her ability to perform inspections, obtain loan financing for closing, attend an Act of Sale, or perform any additional duties or obligations under the Purchase Agreement, cause the failure or omission by a party in the performance of any obligation under the Purchase Agreement, all parties agree that that same shall not be considered a breach of the Purchase Agreement. If either party is delayed or prevented from the performance of the party's duty or obligation required by the purchase agreement, or should the Purchaser be unable to obtain property insurance, or Purchaser's lender is unable to approve and fund Purchaser's Loan, or the settlement agent or Notary Public is unable to close the Act of Sale, the performance of such acts will be extended for the period of the delay, such delay not to exceed 30 calendar days.

The parties can extend the Purchase Agreement further by mutual consent. All parties agree to take all necessary steps to resolve any condition forming the basis of the delay.

The Purchaser, Lender and Insurance Agent shall have the right to re-inspect the Property to determine that the property is in the same or better condition as it was at the initial inspections and to insure all agreed upon repairs have been completed. The Seller agrees to provide utilities and immediate access to the property.

_____	_____	DocuSigned by: 	9/24/2024
BUYER/LESSEE SIGNATURE	DATE	SELLER/LESSOR SIGNATURE	DATE

_____	_____	DocuSigned by: 	9/25/2024
BUYER/LESSEE SIGNATURE	DATE	SELLER/LESSOR SIGNATURE	DATE

**PAUL GILMORE & ASSOCIATES, INC. REALTORS**  
2920 Kingman St., Suite 210  
Metairie, LA 70006  
504-456-1234



ADDENDUM TO PURCHASE AGREEMENT  
ADDENDUM 2

ADDENDUM TO PURCHASE AGREEMENT DATED: \_\_\_\_\_

RE: PROPERTY ADDRESS: 4405 ZENITH ST, METAIRIE, LA 70001

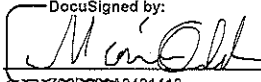
THE SUBJECT PROPERTY IS SOLD "AS IS" WITH WAIVER OF REDHIBITION AS PER THE ATTACHED "AS IS" CLAUSE ADDENDUM. CLOSING NOTARY IS HEREIN AND HEREWITH AUTHORIZED, DIRECTED, AND INSTRUCTED, IN CONJUNCTION WITH CLOSING NOTARY'S STANDARD "AS IS" CLAUSE, TO INCORPORATE INTO THE ACT OF SALE DOCUMENT LANGUAGE, THE EXACT LANGUAGE OF THE ATTACHED "AS IS" CLAUSE ADDENDUM.

SELLER SHALL PAY AT CLOSING A REAL ESTATE COMMISSION ON THE GROSS SALE PRICE OF THE SUBJECT PROPERTY AS OUTLINED IN THE LISTING AGREEMENT DATED: \_\_\_\_\_ CLOSING NOTARY IS HEREIN AND HEREWITH AUTHORIZED, DIRECTED, AND INSTRUCTED TO DEDUCT SAID REAL ESTATE COMMISSION FROM THE SALE PROCEEDS AND TO DISBURSE.

PURCHASER SHALL SIGN AND PROVIDE TO THE OFFICE OF PAUL GILMORE & ASSOCIATES, INC. WITHIN THREE (3) DAYS OF FULLY EXECUTED AND ACCEPTED PURCHASE AGREEMENT THE FOLLOWING FORMS:

- 1.) "AS IS" CLAUSE ADDENDUM.
- 2.) PROPERTY DISCLOSURE DOCUMENT FOR RESIDENTIAL REAL ESTATE—  
9 PAGES
- 3.) DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT & LEAD-BASED  
PAINT HAZARDS.
- 4.) DISCLOSURE OF INFORMATION ON MOLD/MILDEW.
- 5.) MOLD DISCLOSURE AND WAIVER FORM.
- 6.) STATEMENT REGARDING KEYS FORM.
- 7.) RECEIPT OF PROPERTY DISCLOSURE DOCUMENT FOR RESIDENTIAL REAL  
ESTATE FORM.

\_\_\_\_\_  
PURCHASER DATE

DocuSigned by:  
  
 9/24/2024  
 \_\_\_\_\_  
 SELLER DATE

\_\_\_\_\_  
PURCHASER DATE

DocuSigned by:  
  
 9/25/2024  
 \_\_\_\_\_  
 SELLER 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 4405 Zenith St  
(List address of property, if known)

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Licensee

\_\_\_\_\_  
Date

DocuSigned by:  
  
 700D090A0401418  
 \_\_\_\_\_  
 Seller or Lessor

9/24/2024  
\_\_\_\_\_

\_\_\_\_\_  
Date

DocuSigned by:  
  
 6209BF40C5934DE  
 \_\_\_\_\_  
 Seller or Lessor

9/25/2024  
\_\_\_\_\_

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



# COMMERCIAL PROPERTY DISCLOSURE

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

DATE: MAY 23, 2024

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.

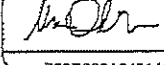
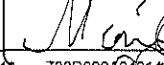
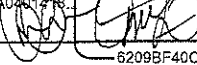
PROPERTY ADDRESS: 4405 ZENITH ST. METAIRIE, LA 70001 ARE ASKED TO ANSWER EACH OF THE FOLLOWING QUESTIONS TO THE BEST OF THEIR KNOWLEDGE. IF ANY ANSWER IS "YES" PLEASE EXPLAIN IN AREA PROVIDED BELOW.

	YES	NO	UN-KNOWN
Has the property or any part thereof ever had termites or other wood destroying organisms?	1. <u>      </u>	<u>  x  </u>	<u>      </u>
1. Has the property or any part thereof ever incurred fire damage?	2. <u>      </u>	<u>  x  </u>	<u>      </u>
3. Has the property or any part thereof ever flooded or had any other drainage problems?	3. <u>      </u>	<u>  x  </u>	<u>      </u>
a. Has this property ever been inspected for or designated as "wetlands" by the U. S. Army Corps of Engineers?	3a. <u>      </u>	<u>  x  </u>	<u>      </u>
4. Are you aware of any asbestos on the property?	4. <u>      </u>	<u>  x  </u>	<u>      </u>
5. Do you know of any servitudes or encroachments regarding the property?	5. <u>      </u>	<u>  x  </u>	<u>      </u>
6. Does the property and its present usage conflict with current zoning, title, building and safety restrictions or ordinances?	6. <u>      </u>	<u>  x  </u>	<u>      </u>
7. Do you/owner know of any title defects?	7. <u>      </u>	<u>  x  </u>	<u>      </u>
8. Do you/owner know of any substandard workmanship in the property or any part thereof?	8. <u>      </u>	<u>  x  </u>	<u>      </u>
9. Do you know of any defects in:			
a. the roof?	9a. <u>      </u>	<u>  x  </u>	<u>      </u>
b. the foundation?	9b. <u>      </u>	<u>  x  </u>	<u>      </u>
c. the wall and roof structure?	9c. <u>      </u>	<u>  x  </u>	<u>      </u>
d. the flooring and sub-flooring?	9d. <u>      </u>	<u>  x  </u>	<u>      </u>
e. the electrical systems?	9e. <u>      </u>	<u>  x  </u>	<u>      </u>
f. the heat and/or air conditioning systems?	9f. <u>      </u>	<u>  x  </u>	<u>      </u>
g. the plumbing systems (including septic systems)?	9g. <u>      </u>	<u>  x  </u>	<u>      </u>
h. any other systems?	9h. <u>      </u>	<u>  x  </u>	<u>      </u>
10. What is the approximate age of the principal structure?	10. <u>  approx 20 yrs  </u>		
11. What is the approximate age of the roof?	11. <u>  less than a year  </u>		
12. What type of roof materials were used?	12. <u>  metal roofing  </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?	13. <u>      </u>	<u>  x  </u>	<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?	14. <u>      </u>	<u>  x  </u>	<u>      </u>
15. Are there any water intrusion and/or water accumulation problems?	15. <u>      </u>	<u>  x  </u>	<u>      </u>
16. Does the Seller have a flood elevation certificate that can be provided to the Buyer?	16. <u>      </u>	<u>  x  </u>	<u>      </u>
17. Does the property contain any of the following?			
a. Mold?	17a. <u>      </u>	<u>  x  </u>	<u>      </u>
b. Contaminated Soil?	17b. <u>      </u>	<u>  x  </u>	<u>      </u>
c. Hazardous Waste?	17c. <u>      </u>	<u>  x  </u>	<u>      </u>
d. Contaminated Drywall?	17d. <u>      </u>	<u>  x  </u>	<u>      </u>
e. Electromagnetic Fields?	17e. <u>      </u>	<u>  x  </u>	<u>      </u>

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   9/24/2024 Date 5/23/2024  
700D090A0401412... 700D090A0401412... DocuSigned by:  
Owner  9/25/2024 Date 7/12/24  
6209BF40C5934DE...

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 \_\_\_\_\_.

DocuSigned by:  9/24/2024 Date 5/23/2024  
 Owner: \_\_\_\_\_  
 DocuSigned by:  9/25/2024 Date 7/12/24  
 Owner: \_\_\_\_\_  
 DocuSigned by:  6209BF40C5934DE...

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 \_\_\_\_\_

**CONSENT TO DISCLOSURE OF CLOSING DISCLOSURE, HUD-1 AND/OR ALTA SETTLEMENT STATEMENTS**

PROPERTY ADDRESS: 4405 ZENITH ST, METAIRIE, LA 70001

In connection with your real estate transaction for the purchase and sale of the property described hereinabove, closing notary (hereinafter referred to as "Settlement Agent"), will either prepare, and/or control the release of, the Closing Disclosure, HUD-1 and/or ALTA Settlement Statement (collectively hereinafter referred to as "Settlement Statements"), that itemizes all of the fees and charges that the buyer and seller will be responsible for in the real estate transaction. To ensure the accuracy of the information contained in the Settlement Statements in advance of closing, closing notary, with the necessary consents, may provide copies of the Settlement Statements to the buyer, seller and their real estate agents and brokers for review, and for them to use in their own process of completing their documentation of the transaction. Unless otherwise authorized by law, closing notary and the respective brokers and agents will not disclose the Settlement Statements related to your real estate transaction to third parties without your consent. Note that the Settlement Statements may contain certain information that is considered to be "Non-Public Personal Information (NPPI)" about the buyer and/or the seller. This information may include the buyer's loan amount, interest rate, Annual Percentage Rate ("APR"), monthly payment, seller's mortgage and other lien or encumbrance information, property tax, homeowners association charges and other information. The real estate agents and their brokers will use the information contained within the Settlement Statements for purposes related to this specific transaction, to meet Louisiana Real Estate Commission record keeping requirements and to assemble performance metrics for the real estate brokerage company, and its affiliates, and whatever local board and MLS systems of which they are a member.

Yes, Buyer(s) do consent to the following       Yes, Seller(s) do consent to the following  
 No, Buyer(s) do not consent to the following       No, Seller(s) do not consent to the following

In connection with the real estate transaction for the property described hereinabove, the undersigned hereby authorize and instruct closing notary to disclose the Settlement Statements to the buyer (for the buyer's side of the transaction), seller (for the seller's side of the transaction), and to the real estate agents and brokers participating in this transaction (for both the buyer's and seller's side of the transaction, regardless of which party the agent and broker represent). The purpose of this disclosure is to effectuate the above described real estate transaction and this authorization will remain in full force and effect, subject to my right to revoke this authorization in writing at any time, for a period of one (1) year from time of execution. I have been informed that I may refuse to authorize the disclosure of these Settlement Statements and have had explained to me the consequences of my refusal to authorize release of the information. It is further authorized by the undersigned parties that closing notary be authorized to provide a copy of the executed sale or transfer deed to the real estate agents and brokers participating in this transaction.

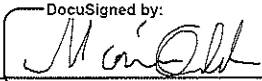
I have read and understand the terms of this **CONSENT TO DISCLOSURE OF CLOSING DISCLOSURE, HUD-1 AND/OR ALTA SETTLEMENT STATEMENT** and agree to the terms stated herein. A photocopy of this authorization will be deemed as valid as the original.

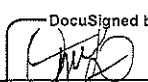
BUYER:

SELLER:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

DocuSigned by:  
 9/24/2024  
700D090A0401418... DATE

DocuSigned by:  
 9/25/2024  
6209BF40C5934DE... DATE

# PG FLOOD DETERMINATION DISCLOSURE

(Revised 1/2014)

Property Address: 4405 Zenith St Metairie LA 70001

The Federal Emergency Management Agency (FEMA) has implemented a nationwide effort to update and modernize flood hazard maps. Due to this effort, some parishes have finalized and adopted their new flood hazard maps and some parishes are in the preliminary stages of adopting their new flood hazard maps.

In the parishes that have not adopted their new flood hazard maps, preliminary flood hazard maps have been or will be published and made available for public consideration, comment and appeal prior to the adoption and finalization of the maps. As a result, the current information provided to Sellers or Buyers regarding property flood risk is based on information in the aforementioned preliminary flood hazard maps. Real Estate Agents and Brokers cannot guarantee the accuracy of information provided in the preliminary flood hazard maps which are subject to change upon adoption and finalization.

In the parishes that have adopted their new flood hazard maps, the information provided is final and should not change unless the new and updated flood hazard map is amended or revised.

Whether the parishes' flood hazard maps are preliminary or final, Sellers and Buyers are strongly encouraged to contact the following agencies for the most current and accurate information:

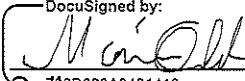
1. Parish Planning and Zoning Office and/or Parish Flood Plain Manager for the parish the subject property is located in
2. [www.floodmaps.lsuagcenter.com](http://www.floodmaps.lsuagcenter.com)
3. <https://msc.fema.gov>
4. [www.floodsmart.gov](http://www.floodsmart.gov)

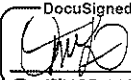
In acknowledgement of the aforementioned, Seller and Buyer agree(s) to indemnify and hold harmless the Real Estate Agents and Brokers, and its subsidiaries, affiliates, officers, directors, members, employees, and agents, from any liabilities, costs, expenses, judgments, losses, damages, claims, causes of action or demands, including reasonable attorney fees, arising out of or in connection with, or in any way incidental to any representations, discussions or statements made by the Real Estate Agents and Brokers, and its subsidiaries, affiliates, officers, directors, members, employees, and agents relative to any and all Federal Emergency Management Agency issued flood hazard maps.

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Buyer Date

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

DocuSigned by:  9/24/2024  
\_\_\_\_\_  
Seller Date

DocuSigned by:  9/25/2024  
\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Agent PAUL GILMORE & ASSOCIATES, INC. Date

### FLOOD INSURANCE PURCHASE REQUIREMENT ADDENDUM

Property Address: 4405 ZENITH ST, METAIRIE, LA 70001

This addendum is made part of the attached Louisiana Residential Agreement to Buy or Sell.

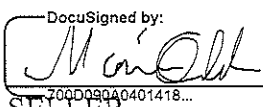
The property is located in a Special Flood Hazard Area as delineated on a map prepared by the Federal Emergency Management Agency.

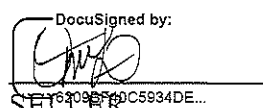
The seller, or a former owner of the property, has previously received Federal financial assistance for acquisition or construction purposes (as defined in 42 U.S.C.§4003) in the amount of \$ \_\_\_\_\_ for flood-related damage. This assistance was conditioned upon obtaining and maintaining flood insurance on the property (42 U.S.C.§4012a). The requirement of maintaining flood insurance applies to all owners of the property, regardless of transfer of ownership.

Federal law (42. U.S.C.§5154a) requires that buyer/transferer of the property be notified in writing of the requirement to obtain flood insurance, and maintain flood insurance, in accordance with Federal law. The buyer must maintain flood insurance coverage on the property and contents in at least the amount of the disaster assistance previously received, \$ \_\_\_\_\_ and provide notice of this requirement to any party to whom he/she sells the property.

Failure to obtain or maintain flood insurance as required may result in the property owner's ineligibility for Federal disaster assistance. Failure to comply with the notice requirement to subsequent buyers/transferees may create an obligation on the buyer (as a subsequent transferor) to reimburse the Federal government for disaster assistance provided to a subsequent buyers/transferor.

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

_____		DocuSigned by: 	9/24/2024
PURCHASER	DATE	SELLER	DATE

_____		DocuSigned by: 	9/25/2024
PURCHASER	DATE	SELLER	DATE



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

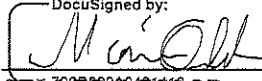
SIGNATURES BY FACSIMILE, E-MAIL, DOCUSIGN & ON COUNTERPARTS

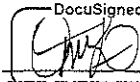
SUBJECT PROPERTY: 4405 ZENITH ST, METAIRIE, LA 70001

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

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.

_____		DocuSigned by: 	9/24/2024
PURCHASER/LESSEE	DATE	SELLER/LESSOR	DATE

_____		DocuSigned by: 	9/25/2024
PURCHASER/LESSEE	DATE	SELLER/LESSOR	DATE