



## Customer Information Form

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

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

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

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

- The law presumes that the real estate licensee you work with is your designated agent, unless you have a written agreement otherwise.
- No other licensees in the office work for you, unless disclosed and approved by you.
- You should confine your discussions of buying/selling to your designated agent or agents only.

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

- To treat all clients honestly.
- To provide factual information about the property.
- To disclose all latent material defects in the property that are known to them.
- To help the buyer compare financing options.
- To provide information about comparable properties that have sold, so that both clients may make educated buying/selling decisions.

- To disclose financial qualifications to the buyer/lessee to the seller/lessor.
- To explain real estate terms.
- To help buyers/lessees arrange for property inspections
- To explain closing costs and procedures.

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




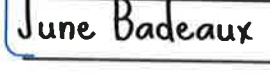
- The client permits the disclosure by word or conduct.
- The disclosure is required by law or would reveal serious defect.
- The information became public from a source other than the licensee.

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

**Buyer/Lessee:**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Licensee: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Seller/Lessor:**

By:  Olga Thibodeaux 06/11/26  
 Title:  Susan Chitty 06/11/26  
 Date:  Sherrie Badeaux 06/21/26  
 Licensee:  June Badeaux 07/01/26  
 Date: \_\_\_\_\_

Property Description (Address, City, State, Zip) **1137 Grand Callou Road, Houma, La.**

### FLOOD INSURANCE PURCHASE | REQUIREMENT ADDENDUM

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/transferor 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.

#### DISCLAIMER

This sample form is to be used for informational purposes and should not be construed as specific legal advice. These materials are not designed to cover every aspect of a legal situation for every factual circumstance that may arise regarding the subject matter included.

Association members or other readers are responsible for contacting their own attorneys or other professional advisors for legal or contract advice. The sample form is not a guarantee of interpretation of the law or contracts by any court or by the Louisiana Real Estate Commission.

4826-9905-3900 v1  
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### FLOOD DETERMINATION DISCLOSURE

The Federal Emergency Management Agency (FEMA) has implemented a nationwide effort to update and modernize flood hazard maps. Consistent with this effort, FEMA has distributed preliminary flood hazard maps for public consideration, comment and appeal prior to 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.

Thus, 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. Thus, Sellers and Buyers are strongly encouraged to contact the following agencies for more current information:

1. [www.lamappingproject.com](http://www.lamappingproject.com)
2. [www.fema.gov](http://www.fema.gov)
3. [www.floodsmart.gov](http://www.floodsmart.gov)

In acknowledgment of the aforementioned, Seller or Buyer agree(s) to indemnify and hold harmless the Real Estate Agent or Broker, 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's fees, arising out of or in connection with, or in any way incidental to any representations, discussions or statements made by the Real Estate Agent or Broker, 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	<i>Olga Thibodeaux</i>	06/11/26
Buyer	Date	<i>Susan Chitty</i>	06/11/26
Buyer	Date	<i>Sherrie Badeaux</i>	06/21/26
Buyer's Agent	Date	<i>June Badeaux</i>	07/01/26
		<i>Delia Chauvin</i>	4/1/26

