

LISTING AND MARKETING AGREEMENT

Brokers compensation (i.e. fees and commissions) are fully negotiable and not set by law, a multiple listing service, or an association of Realtors®.

In Consideration of the services to be performed by United Real Estate Partners, LLC hereinafter called Broker, and Carol Miramon, the duly authorized representative(s) of the Broker and the Designated Agent(s) ("Listing Broker"), and the Professional Broker's Compensation to be paid by Eric + Cassie Lozano hereinafter called **SELLER**, the parties agree that Broker shall have the exclusive right to market and sell **SELLER'S** Property upon the following terms and conditions. In the event the **SELLER** cancels or terminates this listing agreement for any reason other than Broker default, **SELLER** agrees to reimburse Listing Broker for documented itemized expenses incurred in the marketing and advertising of the property.

PRICE: _____ (\$ _____)

FINANCIAL TERMS as follows: ☒ Conventional Loan ☒ FHA ☒ RD ☐ Assumption ☒ Cash or such price and/or terms that **SELLER** may accept.

ADDRESS: 230 Delta Drive, Mandeville, La 70448
(Legal Description) Lot 43, Parish of

St. Tammany, LA on lands and grounds measuring approximately 90 X 40 or as per record title; including all buildings, structures, component parts, and all installed, built-in permanently attached improvements, together with all fences, all installed speakers or installed sound systems, all landscaping, all outside TV antennas, all satellite dishes, all installed and/or built-in appliances, all ceiling fans, all air conditioning or heating systems including window units, all bathroom mirrors, all window coverings included but not limited to blinds, drapes, curtains, window shades, window coverings, all associated window covering hardware, all shutters, all flooring, all carpeting, all cabinet tops, all cabinet knobs or handles, all doors, all door knobs or handles, all doorbells, all windows, all roofing, all electrical systems, all installed security systems, installed generators, attached television mounts, gas logs, and all installed lighting fixtures, chandeliers and associated hardware, other constructions permanently attached to the ground. If owned by **SELLER** prior to the date of this Agreement, standing timber, unharvested crops, and ungathered fruits of trees on the property shall be conveyed to **BUYER**. The following movable items shall remain with the Property; be transferred without any warranty; be deemed to have no value; and, shall not be considered as part of the Sale Price: _____

EXCLUDED ITEMS ☐ **SELLER** indicates a desire to exclude items from the transaction specified in attached Exclusion Addendum, but excluded items will be controlled by the Agreement to Buy or Sell.

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

MINERAL RIGHTS (check ONE of the following):

☐ Mineral rights owned by **SELLER**, if any, are to be reserved by the **SELLER**, but **SELLER** waives the right to use the surface for any mineral activity.

☒ If **SELLER** owns any mineral rights, they are to be conveyed without warranty.

PROPERTY ACCESS (Please check approximate box for the following):

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

An Association approved electronic lockbox ☒ may ☐ may not be placed on the property.

Broker is given permission to enter the home or other structures and grant access to the same to other members of the MLS in

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Address:

230 Delta Dr Mandeville 70448

accordance with the MLS rules and regulations and to certain non-members as separately authorized by the SELLER to facilitate the completion of transaction.

SELLER authorizes Broker, SELLER'S Designated Agent, Broker's other sales associates, and cooperating brokers or their associates to have access to the property at all reasonable times for the purpose of showing it to prospective purchasers. SELLER agrees to immediately refer to SELLER'S Designated Agent all prospective purchasers or brokers who contact SELLER for any reason and to provide SELLER'S Designated Agent with their names and addresses.

HOME SERVICE PLAN: (Check ONE of the following):

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

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

TERM: This employment and authority shall commence as of the date all SELLER(S) execute this agreement, (the "Effective Date") and shall continue until midnight on 12/11/25. However, if during the term of this Agreement, an agreement to purchase and sell is executed, then in that event the parties hereto agree that this Agreement, including the Compensation set forth herein due to Broker, shall automatically extend the effective date of this listing agreement for an additional period of time to include the closing date of the Purchase Agreement, or any applicable extension(s).

BROKER'S PROTECTION PERIOD: Broker's compensation shall be paid if property is sold, conveyed, leased, rented, or otherwise transferred within 180 days after the termination of this agreement or any extensions thereof to any person, their successors, or assigns who has become interested in the property as a result of the efforts or advertising of Broker prior to final termination of this Agreement, provided SELLER has received notice in writing, either by certified mail or by personal delivery or by electronic transmission, including the names of prospective purchasers, within 5 working days after the termination of this Agreement. It is the SELLER'S responsibility to reserve any names when entering into a listing agreement with a Broker.

EXCLUSIONS: Broker will not be owed Compensation in the event the Property is sold to any of the following persons within N/A days of the effective date of this Agreement: _____

COMPENSATION: Brokers compensation (i.e. fees and commission) are fully negotiable and not set by law, a multiple listing service, or an association of Realtors®.

A. Listing Broker

☒ SELLER agrees to pay LISTING BROKER a compensation of \$_____ or 2.5 % of gross selling price.

☐ Other: _____

B. Buyer's Broker: In addition to the LISTING Broker compensation outlined above:

☒ SELLER is willing to contribute up to \$_____ or 2.5 % of gross selling price for a Buyer Agent Payment ("BAP") at Act of Sale.

☐ SELLER does not currently make any offer to pay a BAP.

☐ SELLER is willing to negotiate a BAP on the Agreement to Buy or Sell.

Regardless of the options selected above, the terms of the Agreement to Buy or Sell will ultimately control any SELLER obligation to pay BAP at the Act of Sale. Broker's right to the Compensation shall be earned and payable when (1) SELLER sells, exchanges, leases, or in any matter transfers possession of the Property during the term of the Agreement at the above price and terms or at any other price and/or terms acceptable to SELLER or (2) Broker individually or in cooperation with another

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UNITED REAL ESTATE PARTNERS, LLC

504-305-4930 | 985-256-5500 | INFO@URE-PARTNERS.COM | 3330 VETERANS BLVD. STE. C, METAIRIE, LA 70002 | 1742 N CAUSEWAY BLVD, MANDEVILLE, LA 70471
LICENSED IN LOUISIANA. EACH OFFICE IS INDEPENDENTLY OWNED & OPERATED. REV. 07/2024.



Address:

230 Delta De Mandeville 70448

real estate Broker, procures a party of interest during the term of this agreement ready, willing, and able to buy or otherwise obtain possession of said Property at the price and terms stated herein, or any other price and/or terms acceptable to SELLER. Broker is authorized to show the property to prospective BUYERS represented by BUYER'S agents. The Notary Public closing any sale covered by this Agreement is hereby directed and authorized to collect and disburse all Compensation or BAP due herein.

SELLER agrees not to rent or lease the Property during the term of this Agreement without prior written approval of Broker.

As used herein, the terms "sell, sells, and sale" shall also mean the execution of a specific performance contract by SELLER to sell the Property.

ASSIGNABILITY: This contract is assignable. In the event Broker sells all or part of his business, this Listing Agreement may be transferred to the acquiring Broker.

SELLER RESPONSIBILITY

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

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

TITLE/PROPERTY DEFECTS: SELLER warrants Broker that, except as noted below: (1) SELLER has merchantable title to the property; (2) the Property fronts on a public road or highway; (3) there are no known encroachments across the boundaries or into any servitude on the Property; and (4) to the best of their knowledge, the Property has no hidden defects, including but not limited to termite or insect damage, slab or foundation cracking or sinking, structural weakness or damage; or lead-based paint or lead-based paint hazard. SELLER understands that SELLER may be held responsible by a BUYER for any latent or hidden undisclosed defects in the property which are known to the SELLER but which are not disclosed to the BUYER.

DISCLOSURE: SELLER understands the significance of making a complete and accurate disclosure of all adverse circumstances or conditions affecting the property, on the Property Disclosure Document which becomes part of this Listing and Marketing Agreement. If improvements were built prior to 1978, SELLER shall complete a Lead-Based Paint and Lead-Based Paint Hazard Disclosure. SELLER will comply with all disclosure requirements of Federal law and regulations concerning lead-based paint and lead-based paint hazards.

WAIVER OF WARRANTY (check if applicable):

☒ SELLER elects to sell property with full waiver of warranty and redhibition rights at Act of Sale as per La. C.C. art. 2520 et seq. BUYER should be advised of and asked to initial the section of the Purchase Agreement entitled "Waiver of Warranty of Condition of the Property."

☐ The person listing the Property with Broker is a person who has not used the Property as a residence (e.g., the administrator of the estate of the previous owner, etc.); therefore, SELLER'S information regarding the Property is limited.

INDEMNITY: SELLER agrees to indemnify Broker or any SELLER'S Designated Agent, its officers, directors, associates, agents, or employees against any claim, including the cost of litigation, which arises in connection with or as the result of either SELLER'S violation of a representation or warranty given under the terms of this Agreement, or incorrect information is furnished by SELLER concerning the Property, including but not limited to the Property Disclosure Document.

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AGENCY REPRESENTATION

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Broker designates, and **SELLER** accepts Listing Agent named below (**SELLER'S** Designated Agent) as the only legal agent of **SELLER**. Broker reserves the right to name additional designated agents when in Broker's discretion it is necessary. If additional designated agents are named, **SELLER** will be informed in writing within a reasonable amount of time. Any additional agent so designated shall be included in the term **SELLER'S** Designated Agent as used in this Agreement. **SELLER** acknowledges that **SELLER'S** Designated Agent may from time to time have another sales associate who is not an agent of the **SELLER** conduct an open house of **SELLER'S** property or provide similar support in the marketing of **SELLER'S** Property. **SELLER** authorizes **SELLER'S** Designated Agent to disclose to any prospective **BUYER** or agent whether or not there are any outstanding offers to purchase the Property at any given time, but is not to disclose the **SELLER'S** motivation or price or terms the **SELLER** will accept other than the price or terms listed or any other details of such offers without **SELLER'S** approval.

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DUAL AGENCY (check ONE of the following):

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☒ Should Designated Agent represent a **BUYER** who wishes to purchase the Property of **SELLER**, **SELLER** does hereby consent to this dual representation by Designated Agent.

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☐ **SELLER** does not consent to dual representation by Designated Agent.

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MULTIPLE LISTING SERVICE

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MANDATORY SUBMISSION: It is understood that Broker is a member of a Multiple Listing Service® ("MLS"). Broker and **SELLER** agree that the information contained in or obtained in connection with this agreement (the "Property Data") including without limitation all photographs, images, graphics, video recordings, virtual tours, 3D tours, drawings, written descriptions, addresses, remarks, narratives, pricing information, and other copyrightable elements relating to the Property provided by **SELLER** to Broker (the "**SELLER** Listing Content"), or otherwise obtained or produced by Broker in connection with this Agreement (the "Broker Listing Content"), and any changes to the Property Data will be filed in MLS and processed in accordance with the rules of the MLS. Broker is required to report to the MLS the occurrence of a sale of the property including the actual sale price regardless of how the sale price is reflected in the documents transmitting ownership. Regardless of the options exercised below, within 1 business day of marketing a property to the public, the Listing Broker must submit the listing to the MLS for cooperation with other MLS participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public-facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing-sharing networks, and applications available to the general public.

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(Check ONE of the following)

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☒ **Active Listing** – **SELLER** has chosen to authorize Broker to make the Property available to all other MLS Brokers within 3 business days of **SELLER'S** signature or within 1 business day of any public marketing of the property (whichever is earlier).

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☐ **HOLD** – **SELLER** has chosen to temporarily hold the listing off-market for up to 30 days. During this time, the listing is identified as on hold and no public marketing or showing of the property is permitted (see attached Delayed Marketing/**SELLER** Hold Form).

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OFFICE EXCLUSIVE VISIBILITY: In the event **SELLER** requests that the Property data NOT be distributed to other MLS BROKERS, the listing may be identified as an Office Exclusive Listing. No public marketing of the property is permitted during the time **SELLER** elects to maintain office exclusive visibility (see attached Delayed Marketing/**SELLER** Hold Form).

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LICENSE: **SELLER** hereby grants to Broker and its affiliates, and each of their respective direct and indirect licensees, successors, and assigns, a non-exclusive, perpetual, irrevocable, freely transferrable and sublicensable, worldwide, fully paid-up and royalty free license to use, publish, display, transmit, distribute, reproduce, and create derivative works based on the **SELLER** Listing Content through all media now know or hereinafter developed for any purpose. This license shall survive the termination of

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Address: 230 Delta Dr. Mandeville 70448

this Agreement. SELLER represents and warrants to Broker that the SELLER Listing Content, and the license granted to Broker for the SELLER Listing Content, do not violate, or infringe upon the rights of any person or entity, including any copyright, trademark, patent, trade secret, other intellectual property right, or any right of publicity or privacy. SELLER acknowledges and agrees that as between SELLER and Broker, all Broker Listing Content is owned exclusively by Broker, and SELLER has no right, title, or interest in or to any Broker Listing Content.

INTERNET DATA EXCHANGE AND INTERNET DISPLAY

The permission granted by SELLER, by signing this Agreement, to include the Property Data in MLS likewise means the Property Data may be included in any media advertising, including Internet advertising, in which MLS data is included and will also be included in Internet Data Exchange ("IDX") on Virtual Office Websites ("VOWs"). Internet Data Exchange is an Internet-based system whereby Brokers share information regarding their listings of properties for sale. Brokers who participate in the system are permitted to include on their websites listings of other Brokers who participate in the system. Therefore, active listings may be viewed by real estate professionals and the public at large. A VOW is the website or a feature of a website of an MLS participant through which the MLS participant is able to provide real estate brokerage services to consumers and where the consumer has the opportunity to search MLS data. If SELLER does not want the Property Data included in Internet Data Exchange, on VOWs, or in other forms of publicly accessible media, then SELLER can opt out of displaying the property data on publicly accessible websites, IDX or VOWs. Alternatively, SELLER may opt out of including the property address on publicly accessible websites, IDX or VOWs while allowing other Property Data to be displayed. SELLER may also require internet displays including such as IDX or VOWs to disable functions that (i) allow third parties to write comments or reviews about particulars listings or displays a hyperlink to such comments or reviews in immediate conjunction with listings, or (ii) display an automatic estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.

(Check if applicable):

☐ Total Opt Out – SELLER has chosen to opt out of displaying the listed Property on the internet, including but not limited to publicly accessible websites, IDX, and VOWs.

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

SELLER'S Initials _____

☐ Address Opt Out – SELLER has chosen to opt out of displaying the Property address on the internet, including but not limited to publicly accessible websites, IDX, and VOWs.

☒ Comments Opt Out – SELLER requests that functions on internet displays, including but not limited to publicly accessible websites, IDX, and VOWs allowing comments or reviews of the property or displaying a hyperlink to such comments or reviews in immediate conjunction with the Property listing be disabled. SELLER acknowledges and agrees that Broker will convey SELLER'S election to MLS, but is not and cannot be held responsible for the content of any internet displays other than those maintained by or on behalf of Broker.

☒ Market Value Opt Out – SELLER requests that functions on internet displays, including but not limited to publicly accessible websites and VOWs displaying an automatic estimate of the market value of the listing (or hyperlink to such an estimate) in immediate conjunction with the listing be disabled. SELLER acknowledges and agrees that Broker will convey SELLER'S election to the MLS, but is not and cannot be held responsible for the content of any publicly accessible website and VOW other than those maintained by or on behalf of Broker.

Broker is authorized to notify the MLS of the pending sale upon completion of a fully executed sales agreement on the listed Property and to disseminate any sales information, including without limitation, price, special financing, and SELLER concessions, upon the closing of the sales transaction. Nothing contained herein is intended, or shall it be construed as making the Gulf South Real Estate Information Network (GSREIN) MLS a party to this marketing Agreement.

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Address: 230 Delta Drive Mandeville 70448

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MISCELLANEOUS

204 **LIMITATION OF LIABILITY:** SELLER agrees that Broker, SELLER'S Designated Agent(s), and any cooperating Brokers shall not be
205 responsible in any manner for loss or damage of personal or real property due to vandalism, theft, freezing pipes, or any other
206 damage or loss whatsoever. SELLER is advised to notify his insurance company and request a "Vacancy Clause" to cover the
207 Property in the event the property becomes vacant.

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

212 **SEVERABILITY:** The terms and provisions of this agreement are severable. If any term or provision of this agreement, or the
213 application thereof, is held or deemed invalid or unenforceable by an arbiter or court of competent jurisdiction, the remainder
214 of this agreement, or the application of such term or provision to persons or circumstances other than those as to which it is
215 held invalid or unenforceable, shall not be affected thereby, and each term or provision shall be valid and enforceable to the
216 fullest extent permitted by law.

217 **SOLIDARY LIABILITY:** Each SELLER shall be bound by the terms of this Agreement in solido and are solitarily liable for all other
218 terms set forth herein.

219 **MARKETING:** Broker and/or SELLER'S Designated Agent are authorized in their sole discretion to advertise SELLER'S property
220 by all such means and methods they deem best.

221 **DISCLOSURE OF ELECTRONIC SURVEILLANCE DEVICES:** SELLER authorizes Broker and/or SELLER'S Designated Agent to disclose
222 the existence of electronic surveillance device on the Property, including but not limited to audio and video devices.

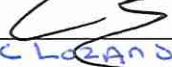


223 **ELECTRONIC SIGNATURE:** The Broker and SELLER agree that consent to this Agreement and any amendments or modifications
224 may be made by electronic signature as that term is defined in Louisiana law.

225 **OTHER TERMS AND CONDITIONS:** _____
226 _____

227 **FLOOD HAZARD INFORMATION:** An informational website regarding flood hazards that can affect real property is available at
228 the FEMA website at <https://mcs.fema.gov/portals/>.

229 This Agreement may be signed in counterparts, and each counterpart will be considered an original, but all of which, when
230 taken together shall constitute one instrument. The transmission or receipt of a facsimile (fax) or other electronic transmission
231 of this Agreement shall have the same effect as a paper documentation and manual signatures and initials.

232 This is a legal document. If not understood, seek competent legal advice. I/We have read and understand the above.

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234	SELLER	<u>ERIC LOZANO</u>	DATE/TIME	SELLER	<u>CASSIE LOZANO</u>	DATE/TIME
235		<u>210-542-7551</u>			<u>210-837-0629</u>	
236	HOME PHONE	CELL PHONE	WORK PHONE	HOME PHONE	CELL PHONE	WORK PHONE
237	<u>lozanea@live.com</u>			<u>Cassie.M.Lozano@hotmail.com</u>		
238	EMAIL			EMAIL		
239						
240	AGENT		DATE/TIME	BROKER		DATE/TIME
			<u>6/11/25</u> <u>6:00pm</u>			

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PROPERTY DISCLOSURE DOCUMENT

In accordance with LSA-R.S. 9:3196-3200, a SELLER of residential real property shall furnish BUYERS with a *Property Disclosure Document*. A complete copy of these statutes may be found at: www.legis.la.gov. The required *Property Disclosure Document* may be in the form promulgated by the Louisiana Real Estate Commission ("Commission") or in another form containing substantially the same information. The Commission form may be found at: www.lrec.gov.

RIGHTS OF BUYER AND CONSEQUENCES FOR FAILURE TO DISCLOSE: If the *Property Disclosure Document* is delivered after the BUYER makes an offer, the BUYER can terminate any resulting real estate contract or withdraw the offer for up to **72 hours** after receipt of the *Property Disclosure Document*. This termination or withdrawal will be without penalty to the BUYER, and any deposit or earnest money shall be promptly returned to the BUYER (despite any agreement to the contrary).

DUTIES OF REAL ESTATE LICENSEES AND CONSEQUENCES FOR FAILURE TO FULFILL SUCH DUTIES: Louisiana law requires real estate licensees to inform their clients of those clients' duties and rights in connection with the *Property Disclosure Document*. Failure to inform could subject the licensee to censure, suspension, or revocation of his or her license, as well as fines. The licensee is not liable for any error, inaccuracy, or omission in a *Property Disclosure Document*, unless the licensee has actual knowledge of the error, inaccuracy, or omission by the SELLER.

KEY DEFINITIONS:

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

OTHER IMPORTANT PROVISIONS OF THE LAW:

- A *Property Disclosure Document* shall NOT be considered a warranty by the SELLER.
- A *Property Disclosure Document* is for disclosure purposes only; it shall not be construed as part of any contract between the SELLER and the BUYER.
- The *Property Disclosure Document* shall not be used as a substitute for any inspections or warranties that the BUYERS or SELLER may obtain.
- Nothing in this law precludes the rights or duties of a BUYER to inspect the physical condition of the property.
- The SELLER shall not be liable for any error, inaccuracy, or omission of any information required to be delivered to the BUYERS if the error, inaccuracy, or omission was not a willful misrepresentation, according to the best of the SELLER's information, knowledge, and belief or was based on information provided by a public body or another person with a professional license or special knowledge, who provided a written or oral report or opinion that the SELLER reasonably believed to be correct and which was transmitted by the SELLER to the BUYER.

PROPERTY DISCLOSURE EXEMPTION FORM

In accordance with LSA-R.S. 9:3196-3200, a SELLER of residential real property shall furnish BUYERS with a *Property Disclosure Document*. A complete copy of these statutes may be found at: www.legis.la.gov. The required *Property Disclosure Document* may be in the form promulgated by the Louisiana Real Estate Commission ("Commission") or in another form containing substantially the same information. The Commission form may be found at: www.lrec.gov.

WHO IS REQUIRED TO MAKE DISCLOSURE? ALL SELLERS are required to make written disclosure of known defects regarding a property being transferred. A SELLER'S obligation to furnish a *Property Disclosure Document* applies to any transfer of any interest in residential real property, whether by sale, exchange, bond for deed, lease with option to purchase, etc. The following transfers are exempt from the requirement to provide a *Property Disclosure Document*:

CHECK ALL THAT APPLY:

- ☐ 1. Transfers ordered by a court, including but not limited to a transfer ordered by a court in the administration of an estate, a transfer pursuant to a writ of execution, a transfer by any foreclosure sale, a transfer by a trustee in bankruptcy, a transfer by eminent domain, and any transfer resulting from a decree of specific performance.
- ☐ 2. Transfers to a mortgagee by a mortgagor or successor in interest who is in default.
- ☐ 3. Transfers by a mortgagee who has acquired the residential real property at a sale conducted pursuant to a power of sale under a mortgage or a sale pursuant to decree of foreclosure, or who has acquired the residential property by a deed in lieu of foreclosure.
- ☐ 4. Transfers by a fiduciary in the course of administration of a decedent's estate, guardianship, conservatorship, or trust.
- ☐ 5. Transfers of newly constructed residential real property, which has never been occupied.
- ☐ 6. Transfers from one or more co-owners solely to one or more of the remaining co-owners.
- ☐ 7. Transfers from the succession executor or administrator pursuant to testate or intestate succession.
- ☐ 8. Transfers of residential real property that will be converted by the BUYER into a use other than residential use.
- ☐ 9. Transfers of residential real property to a spouse or relative in the line of consanguinity (blood line).
- ☐ 10. Transfers between spouses resulting from a judgment of divorce or a judgment of separate maintenance or from a property settlement agreement incidental to such a judgment.
- ☐ 11. Transfers or exchanges to or from any governmental entity.
- ☐ 12. Transfers from an entity that has acquired title or assignment of a real estate contract to a piece of residential real property to assist the prior owner in relocating, as long as the entity makes available to the BUYER a copy of the property disclosure statement, any inspection reports if any furnished to the entity by the prior owner, or both.
- ☐ 13. Transfers to an inter vivos trust.
- ☐ 14. Acts that, without additional consideration and without changing ownership or ownership interest, confirm, correct, modify, or supplement a deed or conveyance previously recorded.
- ☒ 15. NONE OF THE EXEMPTIONS ABOVE APPLY TO THE SELLER(S).

230 Delta Drive Mandeville, 70448 6/11/25
PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP) DATE

- "Known defect" or "defect" is a condition found within the property that was actually known by the SELLER and that results in one or all of the following:
- It has a substantial adverse effect on the value of the property.
 - It significantly impairs the health or safety of future occupants of the property.
 - If not repaired, removed, or replaced, significantly shortens the expected normal life of the property.

CHECK ONE BOX:



- ☐ SELLER claims that he/she is exempt from filling out the *Property Disclosure Document* and declares that SELLER has no knowledge of known defects to the property.

OR

- ☒ SELLER has reviewed the *Property Disclosure Exemption Form*. SELLER does not claim any of the exemptions enumerated in the *Property Disclosure Exemption Form*. Accordingly, SELLER will complete the *Property Disclosure Document*.

OR

- ☐ SELLER claims that he/she is exempt from filling out the *Property Disclosure Document* and declares that SELLER has knowledge of known defects to the Property and will disclose such known defects on the *Property Disclosure Document*.

SELLER (sign)  Date 6/11/25 Time 6:00 (print) ERIC LOZANO
SELLER (sign)  Date 6/11/25 Time 6:00 (print) CASSIE LOZANO
SELLER (sign) _____ Date _____ Time _____ (print) _____
SELLER (sign) _____ Date _____ Time _____ (print) _____

Received by:

BUYER (sign) _____ Date _____ Time _____ (print) _____
BUYER (sign) _____ Date _____ Time _____ (print) _____
BUYER (sign) _____ Date _____ Time _____ (print) _____
BUYER (sign) _____ Date _____ Time _____ (print) _____

The following representations are made by the SELLER and **NOT** by any real estate licensee.

This document is not a substitute for any inspections or professional advice the BUYER may wish to obtain.

The following information is based only upon the SELLER's actual knowledge of the property. The SELLER may disclose only what the SELLER actually knows. The SELLER may not know about all material or significant items affecting the property.

Y = Yes N = No NK = No Knowledge

SECTION 1: LAND

1. What is the length of ownership of the property by the SELLER? 2 years
2. Lot size or acres 90 x 140
3. Are you aware of any servitudes or encroachments regarding the property, other than typical, customary utility servitudes, that would affect use of the property? ☐ Y ☒ N
4. Are you aware of any rights vested in others? Check all that apply and explain at the end of this section.
- | | | | | | |
|----------------------------|----------------------------|---------------------------------------|----------------|----------------------------|---------------------------------------|
| Timber rights | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | Leased land | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N |
| Right of ingress or egress | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | Mineral rights | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N |
| Right of way | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | Surface rights | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N |
| Right of access | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | Air rights | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N |
| Servitude of passage | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | Usufruct | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N |
| Servitude of drainage | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | Other _____ | | |
| Common driveway | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | | | |
5. Has any part of the property been determined to be or pending determination as a wetland by the United States Army Corps of Engineers under §404 of the Clean Water Act? ☐ Y ☒ N ☐ NK

If yes, documentation shall be attached and become a part of this Property Disclosure Document.

The Clean Water Act is a federal law that protects the wetlands of the United States. Section 404 of the Act contains permit requirements for altering or building on property that has been determined a wetland by the Army Corps of Engineers. The Corps may assess a fee to the **SELLER** or **BUYER** of a property for this determination. A property that has been determined a wetland may result in additional costs for a Section 404 permit.

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

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

BUYER'S Initials: _____
BUYER'S Initials: _____

BUYER'S Initials: _____
BUYER'S Initials: _____

SELLER'S Initials: EL
SELLER'S Initials: _____

SELLER'S Initials: CWL
SELLER'S Initials: _____

SECTION 2: TERMITES, WOOD-DESTROYING INSECTS AND ORGANISMS

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

- a) During the time the SELLER owned the property? ☐ Y ☒ N
- b) Prior to the time the SELLER owned the property? ☐ Y ☐ N ☒ NK
- c) Was there any damage to the property? ☐ Y ☐ N ☐ NK
- d) Was the damage repaired? ☐ Y ☐ N ☐ NK

7. If the property is currently under a termite contract, provide the following:

- a) Name of company none
- b) Date contract expires _____
- c) List any structures not covered by contract _____

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

_____	_____	<input type="checkbox"/>	_____
_____	_____	<input type="checkbox"/>	_____
_____	_____	<input type="checkbox"/>	_____
_____	_____	<input type="checkbox"/>	_____

SECTION 3: STRUCTURE(S)

8. What is the approximate age of each structure on the property?

Main structure Built 2004

Other structures _____

9. Have there been any additions or alterations made to the structures during the time the SELLER owned the property?

☐ Y ☒ N

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

☐ Y ☐ N ☐ NK

10. What is the approximate age of the roof of each structure?

Main structure Replaced July 2023

Other structures _____

BUYER'S Initials: _____
BUYER'S Initials: _____

BUYER'S Initials: _____
BUYER'S Initials: _____

SELLER'S Initials: 62
SELLER'S Initials: _____

SELLER'S Initials: cm
SELLER'S Initials: _____

11. Are you aware of any defects regarding the following? Check all that apply; and, if yes, explain at the end of this section.

Roof	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N	Irrigation system	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N
Interior walls	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N	Ceilings	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N
Floor	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N	Exterior walls	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N
Attic spaces	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N	Foundation	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N
Porches	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N	Basement	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N
Steps/Stairways	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N	Overhangs	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N
Pool	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N	Railings	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N
Decks	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N	Spa	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N
Windows	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N	Patios	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N

Other _____

12. Has there ever been any property damage, including but not limited to fire, wind, hail, lightning, or other property damage, excluding flood damage referenced in Section 3?

- a) During the time the SELLER owned the property? ☐ Y ☒ N
- b) Prior to the time the SELLER owned the property? ☐ Y ☐ N ☒ NK
- c) If yes, detail all property damages/defects and repair status at the end of this section.

13. Has there been any foundation repair?

- a) During the time the SELLER owned the property? ☐ Y ☒ N
- b) Prior to the time the SELLER owned the property? ☐ Y ☐ N ☒ NK
- c) Is there a transferable warranty available? ☐ Y ☐ N ☐ NK
- d) If yes, provide the name of the warranty company _____

14. Does the property contain exterior insulation and finish system (EIFS) or other synthetic stucco?

☐ Y ☒ N ☐ NK

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

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SELLER shall complete and provide the "Disclosure on Lead-Based Paint and Lead-Based Paint Hazard Addendum" that is included with this Property Disclosure Document if any structure was built before 1978.

BUYER'S Initials: _____
BUYER'S Initials: _____

BUYER'S Initials: _____
BUYER'S Initials: _____

SELLER'S Initials: _____
SELLER'S Initials: _____

SELLER'S Initials: _____
SELLER'S Initials: _____

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PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

Mandeville 70448

6/11/25
DATE

SECTION 4: PLUMBING, WATER, GAS, AND SEWAGE

15. Are you aware of any defects with the plumbing system?

a) During the time the SELLER owned the property?

☐ Y ☒ N

b) Prior to the time the SELLER owned the property?

☐ Y ☐ N

16. Are you aware of any defects with the water piping?

a) During the time the SELLER owned the property?

☐ Y ☒ N

b) Prior to the time the SELLER owned the property?

☐ Y ☐ N

c) The water is supplied by:

☒ Municipality ☐ Private utility ☐ On-site system ☐ Shared well system ☐ Other _____

d) How many private wells service the primary residence only? _____

e) If there are private wells, when was the water last tested? Date _____ Results _____

f) Are you aware of any polybutylene piping in the structure?

☐ Y ☒ N

17. Is there gas service available to the property?

☒ Y ☐ N ☐ NK

a) If yes, what type? ☐ Butane ☒ Natural ☐ Propane

b) If yes, are you aware of any defects with the gas service?

☐ Y ☒ N

c) If Butane or Propane, are the tanks: ☐ Owned ☐ Leased

d) If leased, please list service provider: _____

18. Are you aware of any defects with any water heater?

a) During the time the SELLER owned the property?

☐ Y ☒ N

b) Prior to the time the SELLER owned the property?

☐ Y ☐ N

19. The sewerage service is supplied by: ☒ Municipality ☐ Community ☐ Other _____

a) How many private sewer systems service the primary residence only? _____

b) Is the property serviced by a pump grinder system?

☐ Y ☐ N ☐ NK

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

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

SELLER shall attach a private water/sewage disclosure if the property described herein is not connected to a community sewerage system (i.e., any sewerage system which serves multiple homes/connections) or is not connected to a water system regulated by the Louisiana Department of Health.

BUYER'S Initials: _____
BUYER'S Initials: _____

BUYER'S Initials: _____
BUYER'S Initials: _____

SELLER'S Initials: SL
SELLER'S Initials: _____

SELLER'S Initials: CM
SELLER'S Initials: _____

SECTION 5: ELECTRICAL, HEATING AND COOLING, APPLIANCES

20. Are you aware of any defects with the electrical system?
- a) During the time the SELLER owned the property? ☐ Y ☒ N
- b) Prior to the time the SELLER owned the property? ☐ Y ☐ N
- c) Are you aware of any aluminum wiring in the structure? ☐ Y ☒ N
21. Are you aware of any defects with the heating or cooling systems?
- a) During the time the SELLER owned the property? ☐ Y ☒ N
- b) Prior to the time the SELLER owned the property? ☐ Y ☐ N
22. If a fireplace(s) exists, is it working? ☒ Y ☐ N ☐ NK
23. Are you aware of any defects in any permanently installed or built-in appliances?
- a) During the time the SELLER owned the property? ☐ Y ☒ N
- b) Prior to the time the SELLER owned the property? ☐ Y ☐ N
24. Does the property or any of its structures contain any of the following? Check all that apply and provide additional details at the end of this section.
- | | | | | | | | |
|--------------------------|---------------------------------------|---------------------------------------|-----------------------------|--|---------------------------------------|---------------------------------------|-----------------------------|
| Security alarm | <input checked="" type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Generator | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK |
| Fire alarm | <input checked="" type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Smoke detector
(10-yr. lithium battery) | <input checked="" type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Solar panel | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK | CO detector
(Long-life, sealed battery) | <input checked="" type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Audio/Video surveillance | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK | | | | |
- a) Are any of the items leased? ☐ Y ☒ N ☐ NK
- b) If leased, please list service provider: Nothing leased

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

24. Has never been activated

BUYER'S Initials: _____
BUYER'S Initials: _____

BUYER'S Initials: _____
BUYER'S Initials: _____

SELLER'S Initials: EL
SELLER'S Initials: _____

SELLER'S Initials: CU
SELLER'S Initials: _____

SECTION 6: FLOOD, FLOOD ASSISTANCE, AND FLOOD INSURANCE

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

- a) During the time the SELLER owned the property? ☐ Y ☒ N
b) Prior to the time the SELLER owned the property? ☐ Y ☐ N ☐ NK

26. Has any structure on the property ever flooded, by rising water, water intrusion or otherwise? If yes, indicate the nature and frequency of the defect at the end of this section.

- a) During the time the SELLER owned the property? ☐ Y ☒ N
b) Prior to the time the SELLER owned the property? ☐ Y ☐ N ☐ NK

27. What is/are the flood zone classification(s) of the property? C What is the source and date of this information? Check all that apply.

Survey/Date _____ Elevation Certificate/Date _____ Other/Date _____

FEMA Flood Map - <https://msc.fema.gov/portal/home>

<https://www.floodsmart.gov/understanding-my-flood-zone>

Other: informed from last seller (please provide)

28. SPECIAL FLOOD HAZARD AREAS. If the property is located within a designated special flood hazard area on a map prepared by the Federal Emergency Management Agency, the federal law (42 U.S.C. 4104a, et seq.), mandates that prospective purchasers be advised that flood insurance may be required as a condition of obtaining financing. Is the property within a designated special flood hazard area? ☐ Y ☒ N

29. Is there flood insurance on the property? ☐ Y ☒ N

IF YES, A COPY OF THE POLICY DECLARATIONS PAGE SHALL BE ATTACHED AND BECOME PART OF THIS PROPERTY DISCLOSURE DOCUMENT.

PRIVATE FLOOD INSURANCE

30. Does the SELLER have a flood elevation certificate that will be shared with BUYER? ☐ Y ☒ N

31. Has the SELLER made a private flood insurance claim for this property? ☐ Y ☒ N

- a) If YES, was the claim approved? ☐ Y ☐ N
b) If YES, what was the amount received? _____

32. Did the previous owner make a private flood insurance claim for this property? ☐ Y ☒ N ☐ NK

- a) If YES, was the claim approved? ☐ Y ☐ N ☐ NK
b) If YES, what was the amount received? _____

BUYER'S Initials: _____
BUYER'S Initials: _____

BUYER'S Initials: _____
BUYER'S Initials: _____

SELLER'S Initials: SL
SELLER'S Initials: _____

SELLER'S Initials: CM
SELLER'S Initials: _____

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NATIONAL FLOOD INSURANCE PROGRAM (NFIP)

33. Has the SELLER made an NFIP claim for this property? ☐ Y ☒ N
a) If YES, was the claim approved? ☐ Y ☐ N
b) If YES, what was the amount received? _____
34. Did the previous owner make an NFIP claim for this property? ☐ Y ☒ N ☐ NK
a) If YES, was the claim approved? ☐ Y ☐ N ☐ NK
b) If YES, what was the amount received? _____

FEDERAL DISASTER ASSISTANCE/GRANT

35. If the SELLER or previous owner has previously received federal flood disaster assistance and such assistance was conditioned upon obtaining and maintaining flood insurance on the property, federal law, i.e. 42 U.S.C. § 5154a, mandates that prospective purchasers be advised that they will be required to maintain insurance on the property and that if insurance is not maintained and the property is thereafter damaged by a flood disaster, the purchaser may not be eligible for additional federal flood disaster assistance. To the best of the SELLER's knowledge, has federal flood disaster assistance been previously received regarding the property? ☐ Y ☒ N ☐ NK
a) If YES, from which federal agency (e.g., FEMA, SBA)? _____
b) If YES, what was the amount received? _____
c) If YES, what was the purpose of the assistance (e.g., elevation, mitigation, restoration)? _____

ROAD HOME PROGRAM

36. Was SELLER a recipient of a Road Home grant? ☐ Y ☒ N
37. Was a previous owner of the property a recipient of a Road Home grant? ☐ Y ☐ N ☐ NK
- If YES, complete (a) – (c) below:
- a) Is the property subject to the Road Home Declaration of Covenants Running with the Land or other requirements to obtain and maintain flood insurance on the property? ☐ Y ☐ N ☐ NK
- b) If YES, attach a copy of the Road Home Program Declaration of Covenants other requirements to obtain and maintain flood insurance on the property.
- c) Has the SELLER or PREVIOUS OWNER(S) personally assumed any terms of the Road Home Program Grant Agreement? ☐ Y ☐ N ☐ NK

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

BUYER'S Initials: _____	BUYER'S Initials: _____	SELLER'S Initials: <u>Ed</u>	SELLER'S Initials: <u>cm</u>
BUYER'S Initials: _____	BUYER'S Initials: _____	SELLER'S Initials: _____	SELLER'S Initials: _____

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SECTION 7: MISCELLANEOUS

38. Are you aware of any building restrictions or restrictive covenants which may provide for restrictions as to the use of the property or as to the type of construction or materials to be used in the construction of any of structure on the property? ☒ Y ☐ N

39. What is the zoning of the property? Residential

Has it ever been zoned for commercial or industrial? ☐ Y ☒ N ☐ NK

40. Is the property located in an historic district? ☐ Y ☒ N ☐ NK

If yes, which historic district? _____ (See attached disclosure).

41. Are you aware of any conflict with current usage of the property and any zoning, building and/or safety restrictions of the property? ☐ Y ☒ N

42. Are you aware of any current governmental liens or taxes owing on the property? ☐ Y ☒ N

43. Is membership in a homeowners' association (HOA), condominium owners' association (COA), or property owners' association (POA) required as the result of owning this property? ☒ Y ☐ N

a) Are any HOA, COA, or POA dues required? ☐ Y ☐ N

b) Are there any current or pending special assessments? ☐ Y ☒ N ☐ NK

c) Provide contact information (name, email, or phone number) for HOA, COA, or POA.

DJ 504-528-7028 DJ@gno-property.com

Any information contained in this property disclosure regarding HOAs, COAs, or POAs, restrictive covenants or building restrictions is summary in nature. The covenants, restrictive covenants, building restrictions, & some HOA governing documents are a matter of public record and may be obtained from the conveyance records on file at the Clerk of Court in the parish where the property is located. The HOA, COA, or POA governing documents may be requested from the seller and seller shall provide such documents, only to the extent that seller is in possession of such documents. Documents regarding any restrictive covenants & building restrictions governing the property may be obtained from the public records or from the person listed above (if blank, the seller is unaware of any contact person to provide such documents).

44. Are the streets accessing the property: ☒ Private ☐ Public ☐ NK

45. Is the property subject to a common regime of restrictive covenants or building restrictions or both?

a) Restrictive Covenants ☐ Y ☐ N ☐ NK

b) Building Restrictions ☐ Y ☐ N ☐ NK

c) Both ☒ Y ☐ N ☐ NK

BUYER'S Initials: _____

BUYER'S Initials: _____

SELLER'S Initials: EL

SELLER'S Initials: CU

BUYER'S Initials: _____

BUYER'S Initials: _____

SELLER'S Initials: _____

SELLER'S Initials: _____

46. Is there a homestead exemption in effect? ☒ Y ☐ N ☐ NK

47. Is there any pending litigation regarding the property not previously disclosed in this document? ☐ Y ☒ N ☐ NK

48. Has an animal or pet ever inhabited the structure?

a) During the time the SELLER owned the property?

☒ Y ☐ N

b) Prior to the time the SELLER owned the property?

☐ Y ☐ N ☒ NK

49. Does the property or any of its structures contain any of the following? Check all that apply and provide additional details at the end of this section.

Asbestos ☐ Y ☒ N ☐ NK Formaldehyde ☐ Y ☒ N ☐ NK

Radon gas ☐ Y ☒ N ☐ NK Chemical storage tanks ☐ Y ☒ N ☐ NK

Contaminated soil ☐ Y ☒ N ☐ NK Contaminated water ☐ Y ☒ N ☐ NK

Hazardous waste ☐ Y ☒ N ☐ NK Toxic mold ☐ Y ☒ N ☐ NK

Mold/Mildew ☐ Y ☒ N ☐ NK Electromagnetic fields ☐ Y ☒ N ☐ NK

Contaminated drywall/sheetrock ☐ Y ☒ N ☐ NK Contaminated flooring ☐ Y ☒ N ☐ NK

Other adverse materials or conditions ☐ Y ☒ N ☐ NK

50. Is there or has there ever been an illegal laboratory for the production or manufacturing of methamphetamine in operation on the property? ☐ Y ☒ N ☐ NK

51. Is there a cavity created within a salt stock by dissolution with water underneath the property? ☐ Y ☒ N ☐ NK

52. Is there a solution mining injection well within 2640 feet (1/2 mile) of the property? ☐ Y ☒ N ☐ NK

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

48 Mature cat that lives outside

BUYER'S Initials: _____

BUYER'S Initials: _____

SELLER'S Initials: SL

SELLER'S Initials: CM

BUYER'S Initials: _____

BUYER'S Initials: _____

SELLER'S Initials: _____

SELLER'S Initials: _____

This document is not a substitute for any inspections or professional advice the BUYER may wish to obtain.

The following information is based only upon the SELLER's actual knowledge of the property. The SELLER may disclose only what the SELLER actually knows. The SELLER may not know about all material or significant items affecting the property.

Y = Yes N = No NK = No Knowledge

SECTION 1: LAND

1. What is the length of ownership of the property by the SELLER? _____
2. Lot size or acres 90 X 140
3. Are you aware of any servitudes or encroachments regarding the property, other than typical, customary utility servitudes, that would affect use of the property? ☐ Y ☒ N
4. Are you aware of any rights vested in others? Check all that apply and explain at the end of this section.

Timber rights	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N	Leased land	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N
Right of ingress or egress	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N	Mineral rights	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N
Right of way	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N	Surface rights	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N
Right of access	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N	Air rights	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N
Servitude of passage	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N	Usufruct	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N
Servitude of drainage	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N	Other _____		
Common driveway	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N			
5. Has any part of the property been determined to be or pending determination as a wetland by the United States Army Corps of Engineers under §404 of the Clean Water Act? ☐ Y ☒ N ☐ NK

If yes, documentation shall be attached and become a part of this Property Disclosure Document.

The Clean Water Act is a federal law that protects the wetlands of the United States. Section 404 of the Act contains permit requirements for altering or building on property that has been determined a wetland by the Army Corps of Engineers. The Corps may assess a fee to the **SELLER** or **BUYER** of a property for this determination. A property that has been determined a wetland may result in additional costs for a Section 404 permit.

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

BUYER'S Initials: _____

BUYER'S Initials: _____

SELLER'S Initials: _____

SELLER'S Initials: _____

BUYER'S Initials: _____

BUYER'S Initials: _____

SELLER'S Initials: _____

SELLER'S Initials: _____

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SECTION 2: TERMITES, WOOD-DESTROYING INSECTS AND ORGANISMS

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

a) During the time the SELLER owned the property?

☐ Y ☐ N

b) Prior to the time the SELLER owned the property?

☐ Y ☐ N ☐ NK

c) Was there any damage to the property?

☐ Y ☐ N ☐ NK

d) Was the damage repaired?

☐ Y ☐ N ☐ NK

7. If the property is currently under a termite contract, provide the following:

a) Name of company _____

b) Date contract expires _____

c) List any structures not covered by contract _____

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

SECTION 3: STRUCTURE(S)

8. What is the approximate age of each structure on the property?

Main structure Built 2004

Other structures _____

9. Have there been any additions or alterations made to the structures during the time the SELLER owned the property?

☐ Y ☒ N

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

☐ Y ☐ N ☐ NK

10. What is the approximate age of the roof of each structure?

Main structure _____

Other structures _____

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6/11/25

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DATE

11. Are you aware of any defects regarding the following? Check all that apply; and, if yes, explain at the end of this section.

Roof	<input type="checkbox"/> Y	<input type="checkbox"/> N	Irrigation system	<input type="checkbox"/> Y	<input type="checkbox"/> N
Interior walls	<input type="checkbox"/> Y	<input type="checkbox"/> N	Ceilings	<input type="checkbox"/> Y	<input type="checkbox"/> N
Floor	<input type="checkbox"/> Y	<input type="checkbox"/> N	Exterior walls	<input type="checkbox"/> Y	<input type="checkbox"/> N
Attic spaces	<input type="checkbox"/> Y	<input type="checkbox"/> N	Foundation	<input type="checkbox"/> Y	<input type="checkbox"/> N
Porches	<input type="checkbox"/> Y	<input type="checkbox"/> N	Basement	<input type="checkbox"/> Y	<input type="checkbox"/> N
Steps/Stairways	<input type="checkbox"/> Y	<input type="checkbox"/> N	Overhangs	<input type="checkbox"/> Y	<input type="checkbox"/> N
Pool	<input type="checkbox"/> Y	<input type="checkbox"/> N	Railings	<input type="checkbox"/> Y	<input type="checkbox"/> N
Decks	<input type="checkbox"/> Y	<input type="checkbox"/> N	Spa	<input type="checkbox"/> Y	<input type="checkbox"/> N
Windows	<input type="checkbox"/> Y	<input type="checkbox"/> N	Patios	<input type="checkbox"/> Y	<input type="checkbox"/> N
Other					

12. Has there ever been any property damage, including but not limited to fire, wind, hail, lightning, or other property damage, excluding flood damage referenced in Section 3?

- a) During the time the SELLER owned the property? ☐ Y ☒ N
- b) Prior to the time the SELLER owned the property? ☐ Y ☐ N ☒ NK
- c) If yes, detail all property damages/defects and repair status at the end of this section.

13. Has there been any foundation repair?

- a) During the time the SELLER owned the property? ☐ Y ☒ N
- b) Prior to the time the SELLER owned the property? ☐ Y ☐ N ☒ NK
- c) Is there a transferable warranty available? ☐ Y ☐ N ☐ NK
- d) If yes, provide the name of the warranty company

14. Does the property contain exterior insulation and finish system (EIFS) or other synthetic stucco?

☐ Y ☒ N ☐ NK

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

SELLER shall complete and provide the "Disclosure on Lead-Based Paint and Lead-Based Paint Hazard Addendum" that is included with this Property Disclosure Document if any structure was built before 1978.

230 Delta Drive Mandeville 70448 6/11/25
PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP) DATE

SECTION 4: PLUMBING, WATER, GAS, AND SEWAGE

15. Are you aware of any defects with the plumbing system?
- a) During the time the SELLER owned the property? ☐ Y ☒ N
- b) Prior to the time the SELLER owned the property? ☐ Y ☐ N
16. Are you aware of any defects with the water piping?
- a) During the time the SELLER owned the property? ☐ Y ☒ N
- b) Prior to the time the SELLER owned the property? ☐ Y ☐ N
- c) The water is supplied by: ☒ Municipality ☐ Private utility ☐ On-site system ☐ Shared well system ☐ Other _____
- d) How many private wells service the primary residence only? _____
- e) If there are private wells, when was the water last tested? Date _____ Results _____
- f) Are you aware of any polybutylene piping in the structure? ☐ Y ☒ N
17. Is there gas service available to the property? ☒ Y ☐ N ☐ NK
- a) If yes, what type? ☐ Butane ☒ Natural ☐ Propane
- b) If yes, are you aware of any defects with the gas service? ☐ Y ☒ N
- c) If Butane or Propane, are the tanks: ☐ Owned ☐ Leased
- d) If leased, please list service provider: _____
18. Are you aware of any defects with any water heater?
- a) During the time the SELLER owned the property? ☐ Y ☒ N
- b) Prior to the time the SELLER owned the property? ☐ Y ☐ N
19. The sewerage service is supplied by: ☒ Municipality ☐ Community ☐ Other _____
- a) How many private sewer systems service the primary residence only? _____
- b) Is the property serviced by a pump grinder system? ☐ Y ☐ N ☐ NK

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

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SELLER shall attach a private water/sewage disclosure if the property described herein is not connected to a community sewerage system (i.e., any sewerage system which serves multiple homes/connections) or is not connected to a water system regulated by the Louisiana Department of Health.

BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: _____ SELLER'S Initials: _____
BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: _____ SELLER'S Initials: _____

230 Delta Dr Mandeville

PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

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DATE

SECTION 5: ELECTRICAL, HEATING AND COOLING, APPLIANCES

20. Are you aware of any defects with the electrical system?

a) During the time the SELLER owned the property?

☐ Y ☒ N

b) Prior to the time the SELLER owned the property?

☐ Y ☐ N

c) Are you aware of any aluminum wiring in the structure?

☐ Y ☒ N

21. Are you aware of any defects with the heating or cooling systems?

a) During the time the SELLER owned the property?

☐ Y ☒ N

b) Prior to the time the SELLER owned the property?

☐ Y ☐ N

22. If a fireplace(s) exists, is it working?

☒ Y ☐ N ☐ NK

23. Are you aware of any defects in any permanently installed or built-in appliances?

a) During the time the SELLER owned the property?

☐ Y ☒ N

b) Prior to the time the SELLER owned the property?

☐ Y ☐ N

24. Does the property or any of its structures contain any of the following? Check all that apply and provide additional details at the end of this section.

Security alarm ☐ Y ☐ N ☐ NK Generator ☐ Y ☒ N ☐ NK

Fire alarm ☐ Y ☐ N ☐ NK Smoke detector ☒ Y ☐ N ☐ NK
(10-yr. lithium battery)

Solar panel ☐ Y ☒ N ☐ NK CO detector ☒ Y ☐ N ☐ NK
(Long-life, sealed battery)

Audio/Video surveillance ☐ Y ☒ N ☐ NK

a) Are any of the items leased? ☐ Y ☒ N ☐ NK

b) If leased, please list service provider: _____

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

BUYER'S Initials: _____

BUYER'S Initials: _____

SELLER'S Initials: _____

SELLER'S Initials: _____

BUYER'S Initials: _____

BUYER'S Initials: _____

SELLER'S Initials: _____

SELLER'S Initials: _____

SECTION 6: FLOOD, FLOOD ASSISTANCE, AND FLOOD INSURANCE

25. Has any flooding, water intrusion, accumulation, or drainage problem been experienced with respect to the land? If yes, indicate the nature and frequency of the defect at the end of this section.
- a) During the time the SELLER owned the property? ☐ Y ☒ N
- b) Prior to the time the SELLER owned the property? ☐ Y ☐ N ☐ NK
26. Has any structure on the property ever flooded, by rising water, water intrusion or otherwise? If yes, indicate the nature and frequency of the defect at the end of this section.
- a) During the time the SELLER owned the property? ☐ Y ☒ N
- b) Prior to the time the SELLER owned the property? ☐ Y ☐ N ☐ NK
27. What is/are the flood zone classification(s) of the property? _____ What is the source and date of this information? Check all that apply.

Survey/Date _____ Elevation Certificate/Date _____ Other/Date _____

FEMA Flood Map - <https://msc.fema.gov/portal/home>

<https://www.floodsmart.gov/understanding-my-flood-zone>

Other: _____ (please provide)

28. SPECIAL FLOOD HAZARD AREAS. If the property is located within a designated special flood hazard area on a map prepared by the Federal Emergency Management Agency, the federal law (42 U.S.C. 4104a, et seq.), mandates that prospective purchasers be advised that flood insurance may be required as a condition of obtaining financing. Is the property within a designated special flood hazard area? ☐ Y ☒ N

29. Is there flood insurance on the property? ☐ Y ☐ N

IF YES, A COPY OF THE POLICY DECLARATIONS PAGE SHALL BE ATTACHED AND BECOME PART OF THIS PROPERTY DISCLOSURE DOCUMENT.

PRIVATE FLOOD INSURANCE

30. Does the SELLER have a flood elevation certificate that will be shared with BUYER? ☐ Y ☒ N
31. Has the SELLER made a private flood insurance claim for this property? ☐ Y ☒ N
- a) If YES, was the claim approved? ☐ Y ☐ N
- b) If YES, what was the amount received? _____
32. Did the previous owner make a private flood insurance claim for this property? ☐ Y ☒ N ☐ NK
- a) If YES, was the claim approved? ☐ Y ☐ N ☐ NK
- b) If YES, what was the amount received? _____

BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: _____ SELLER'S Initials: _____
BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: _____ SELLER'S Initials: _____

NATIONAL FLOOD INSURANCE PROGRAM (NFIP)

33. Has the SELLER made an NFIP claim for this property? ☐ Y ☒ N
a) If YES, was the claim approved? ☐ Y ☐ N
b) If YES, what was the amount received? _____
34. Did the previous owner make an NFIP claim for this property? ☐ Y ☒ N ☐ NK
a) If YES, was the claim approved? ☐ Y ☐ N ☐ NK
b) If YES, what was the amount received? _____

FEDERAL DISASTER ASSISTANCE/GRANT

35. If the SELLER or previous owner has previously received federal flood disaster assistance and such assistance was conditioned upon obtaining and maintaining flood insurance on the property, federal law, i.e. 42 U.S.C. § 5154a, mandates that prospective purchasers be advised that they will be required to maintain insurance on the property and that if insurance is not maintained and the property is thereafter damaged by a flood disaster, the purchaser may not be eligible for additional federal flood disaster assistance. To the best of the SELLER's knowledge, has federal flood disaster assistance been previously received regarding the property? ☐ Y ☒ N ☐ NK
a) If YES, from which federal agency (e.g., FEMA, SBA)? _____
b) If YES, what was the amount received? _____
c) If YES, what was the purpose of the assistance (e.g., elevation, mitigation, restoration)? _____

ROAD HOME PROGRAM

36. Was SELLER a recipient of a Road Home grant? ☐ Y ☒ N
37. Was a previous owner of the property a recipient of a Road Home grant? ☐ Y ☐ N ☐ NK
- If YES, complete (a) – (c) below:
- a) Is the property subject to the Road Home Declaration of Covenants Running with the Land or other requirements to obtain and maintain flood insurance on the property? ☐ Y ☐ N ☐ NK
- b) If YES, attach a copy of the Road Home Program Declaration of Covenants other requirements to obtain and maintain flood insurance on the property.
- c) Has the SELLER or PREVIOUS OWNER(S) personally assumed any terms of the Road Home Program Grant Agreement? ☐ Y ☐ N ☐ NK

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

BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: _____ SELLER'S Initials: _____
BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: _____ SELLER'S Initials: _____

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SECTION 7: MISCELLANEOUS

38. Are you aware of any building restrictions or restrictive covenants which may provide for restrictions as to the use of the property or as to the type of construction or materials to be used in the construction of any of structure on the property? ☒ Y ☐ N
39. What is the zoning of the property? Residential
Has it ever been zoned for commercial or industrial? ☐ Y ☒ N ☐ NK
40. Is the property located in an historic district? ☐ Y ☒ N ☐ NK
If yes, which historic district? _____ (See attached disclosure).
41. Are you aware of any conflict with current usage of the property and any zoning, building and/or safety restrictions of the property? ☐ Y ☒ N
42. Are you aware of any current governmental liens or taxes owing on the property? ☐ Y ☒ N
43. Is membership in a homeowners' association (HOA), condominium owners' association (COA), or property owners' association (POA) required as the result of owning this property? ☒ Y ☐ N
- a) Are any HOA, COA, or POA dues required? ☐ Y ☐ N
- b) Are there any current or pending special assessments? ☐ Y ☒ N ☐ NK
- c) Provide contact information (name, email, or phone number) for HOA, COA, or POA.

Any information contained in this property disclosure regarding HOAs, COAs, or POAs, restrictive covenants or building restrictions is summary in nature. The covenants, restrictive covenants, building restrictions, & some HOA governing documents are a matter of public record and may be obtained from the conveyance records on file at the Clerk of Court in the parish where the property is located. The HOA, COA, or POA governing documents may be requested from the seller and seller shall provide such documents, only to the extent that seller is in possession of such documents. Documents regarding any restrictive covenants & building restrictions governing the property may be obtained from the public records or from the person listed above (if blank, the seller is unaware of any contact person to provide such documents).

44. Are the streets accessing the property: ☒ Private ☐ Public ☐ NK
45. Is the property subject to a common regime of restrictive covenants or building restrictions or both? .
- a) Restrictive Covenants ☐ Y ☐ N ☐ NK
- b) Building Restrictions ☐ Y ☐ N ☐ NK
- c) Both ☒ Y ☐ N ☐ NK

BUYER'S Initials: _____
BUYER'S Initials: _____

BUYER'S Initials: _____
BUYER'S Initials: _____

SELLER'S Initials: _____
SELLER'S Initials: _____

SELLER'S Initials: _____
SELLER'S Initials: _____

230 Delta Drive
PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

Mandeville 70448

6/11/25
DATE

46. Is there a homestead exemption in effect?

☒ Y ☐ N ☐ NK

47. Is there any pending litigation regarding the property not previously disclosed in this document?

☐ Y ☒ N ☐ NK

48. Has an animal or pet ever inhabited the structure?

a) During the time the SELLER owned the property?

☐ Y ☐ N

b) Prior to the time the SELLER owned the property?

☐ Y ☐ N ☒ NK

49. Does the property or any of its structures contain any of the following? Check all that apply and provide additional details at the end of this section.

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

50. Is there or has there ever been an illegal laboratory for the production or manufacturing of methamphetamine in operation on the property?

☐ Y ☒ N ☐ NK

51. Is there a cavity created within a salt stock by dissolution with water underneath the property?

☐ Y ☒ N ☐ NK

52. Is there a solution mining injection well within 2640 feet (1/2 mile) of the property?

☐ Y ☒ N ☐ NK

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

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

BUYER'S Initials: _____
BUYER'S Initials: _____

BUYER'S Initials: _____
BUYER'S Initials: _____

SELLER'S Initials: _____
SELLER'S Initials: _____


SELLER'S Initials: _____
SELLER'S Initials: _____

PROPERTY DISCLOSURE DOCUMENT ACKNOWLEDGEMENTS

All SELLERS are required to make written disclosure of known defects regarding a property being transferred. I/We attest that the above statements and explanations have been provided by me/us and are true and correct to the best of my/our knowledge. (If either party is represented by a real estate licensee, your signature below acknowledges that you have been informed of your duties and rights under LSA-R.S. 9:3196-3200 and have read and understand the informational statement). **SELLER(S) shall notify all parties, in writing, immediately if any information set forth in this *Property Disclosure Document* becomes inaccurate, incorrect, or otherwise materially changes.**

Seller(s) acknowledge(s) that the information contained herein is current as of the date shown below.

SELLER (sign)



Date

6/11/25


Time

6:08 PM

(print)

Eric Lozano

SELLER (sign)



Date

6/11/25

Time

6:00

(print)

Cassie Lozano

SELLER (sign)

Date

Time

(print)

SELLER (sign)

Date

Time

(print)

Buyer(s) signing below acknowledge(s) receipt of this *Property Disclosure Document*.

BUYER (sign)

Date

Time

(print)

BUYER (sign)

Date

Time

(print)

BUYER (sign)

Date

Time

(print)

BUYER (sign)

Date

Time

(print)

CUSTOMER

The **customer** is a person who is provided services by a real estate licensee, but who is not a client of the real estate licensee because the licensee is only performing ministerial acts. In this case, the real estate licensee is not acting as an agent. The actual services you receive from a real estate licensee depend on the arrangement that is established between you and the licensee.

Licenses are allowed to provide ministerial acts to customers without creating an agency relationship; ministerial acts are acts that a licensee may perform for a person that are informative in nature. Examples include, but are not limited to:

- Responding to phone inquiries by persons as to the availability and pricing of brokerage services or pricing on a particular piece of property or location of a property.
- Conducting an open house and responding to questions about the property from a person.
- Setting an appointment to view a property.
- Responding to questions from persons walking into a licensee's office concerning brokerage services offered or particular properties.
- Accompanying an appraiser, inspector, contractor, or similar third party on a visit to a property.
- Describing a property or the property's condition, in response to a person's inquiry.
- Completing business or factual information for a person represented by another licensee on an offer or contract to purchase.
- Showing a person through a property being sold by an owner on his/her own behalf.
- Referral to another broker or service provider.

CLIENT

A **client** is one who engages a licensee for professional advice and services as their agent.

AGENCY

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

Designated agency means the agency relationship that shall be presumed to exist when a licensee engaged in any real estate transaction, 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.

DUTIES THE DESIGNATED AGENT OWES A CLIENT

- To obey all lawful requests
- To promote your best interest
- To exercise reasonable skill and care

ACKNOWLEDGEMENT

Your signature only confirms that you have received information on agency law and in no way enters you into a contract.

☐ Buyer(s)/Lessee(s)

Signature

Print name and date

Signature

Print name and date

☒ Seller(s)/Lessor(s)

Signature

Print name and date

Signature

Print name and date

☒ Licensee

Signature

Print name and date

This form will be maintained by the real estate licensee for a period of five years, in accordance with Chapter 37, Section 3703.D of the Louisiana Real Estate Commission Rules and Regulations.

CUSTOMER INFORMATION PAMPHLET

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

Confidential information can be disclosed by a designated agent to his broker for the purpose of seeking advice or assistance for the benefit of the client.

CONCLUSION

The Louisiana Real Estate License Law and the Louisiana Real Estate Commission Rules and Regulations require a real estate licensee to provide you with this informational pamphlet on brokerage agency relationships. For additional information on agency disclosure matters, visit the Louisiana Real Estate Commission website at:

www.lrec.gov

- To help the buyer compare financing options.
 - To provide information about comparable properties that have sold, so both clients may make educated buying/selling decisions.
 - To disclose financial qualifications of 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.
- A dual agent may not disclose:
- Confidential information of one client to the other, without the client's permission.
 - The price the seller/lessor will take other than the listing price, without the permission of the seller/lessor.
 - The price the buyer/lessee is willing to pay, without the permission of the buyer/lessee.

CONFIDENTIAL INFORMATION

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 occurs:

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

Confidential information shall not be considered to be about the physical condition of the property.



Louisiana Real Estate Commission
9071 Interline Avenue
Baton Rouge, LA 70809
1-800-821-4529 (LA only)
1-225-925-1923

As real estate transactions have become more complex and varied, real estate brokerage arrangements have evolved to meet the changing needs of customers entering this market. This pamphlet provides a description of the different types of brokerage arrangements available to customers, so that they may choose the brokerage services best suited to their needs.

Under Louisiana's real estate agency law, a licensee engaged in any real estate transaction shall be considered to be representing the person with whom he/she is working, unless there is a written agreement between the broker and the person providing that there is a different relationship or the licensee is performing only ministerial acts on behalf of the person.

A real estate broker and his/her associated licensees can provide valuable real estate services, whether in the form of basic customer services, or through client-level agency representation. The services you expect will depend upon the legal relationship you establish with the company. It is important for you to discuss the information contained inside with the real estate licensee, and to agree on whether your business relationship will be that of a customer or a client, and if a client, the type of agency relationship that will be in your best interest.

This information is provided in accordance with R.S. 37:1455 (A)(21) and R.S. 37:1467 to help you be more informed in the buying, selling, or leasing of real estate. In whatever manner you choose to be represented, the goal is generally the same. The real estate licensee is trying to assist you in the sale, purchase, or lease of real estate upon terms acceptable to all parties. For additional information, you may contact the Louisiana Real Estate Commission at 1-800-821-4529 or 1-225-925-1923.



DISCLOSURE AND CONSENT TO DUAL AGENT DESIGNATED AGENCY



This document serves three purposes:

1. It discloses that a real estate licensee may potentially act as a disclosed dual agent who represents more than one party to the transaction.
2. It explains the concept of disclosed dual agency.
3. 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) Carol Miramon
(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

238 Delta Drive Mandeville LA 70448
(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



Seller or ~~Lessor~~

6/11/25

Date



Seller or ~~Lessor~~

6/11/25

Date



Licensee

6/11/25

Date

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

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

Property Description (Address)
City, State, Zip

230 Delta Drive
Mandeville 70448

Seller's Disclosure

(A) Presence of lead-based paint and/or lead-based paint hazards (check (1) or (2) below):

(1) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing

Explain: _____

(2) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(B) Records and reports available to the seller (check (1) or (2) below):

(1) _____ 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: _____

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

Purchaser's Acknowledgment (initial below)

(C) _____ Purchaser has received copies of all information listed above.

(D) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(E) Purchaser has (check (1) or (2) below):

(1) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(2) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial below)

(F) ☒ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Property Description (Address)
City, State, Zip

230 Delta Drive
Mandeville, La. 70448

Certification of Accuracy

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


Seller

6/11/25
Date

Purchaser

Date


Seller

6/11/25
Date

Purchaser

Date


Agent

6/11/25
Date

Agent

Date



WAIVER of WARRANTY and REDHIBITION RIGHTS ADDENDUM

IN REFERENCE to the Agreement to Purchase and Sell the real property commonly

referred to as: 230 Delta Drive Mandeville, 71414

dated _____ between Eric & Cassie Lozano (SELLER") and

_____ ("PURCHASER"), the undersigned parties hereby

agree as follows:

Providing that Purchaser's inspections, as per the Property Condition/Inspection section on the agreement to purchase and sell referenced above, are satisfactory to Purchaser, 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 component 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 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, and 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 interests.

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 thereunder.

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 and 2548, inclusive.

The herein agreement, upon its execution by both Purchaser and Seller, is herewith made an integral part of the aforementioned Agreement to Purchase and Sell.

PURCHASER DATE/TIME

PURCHASER DATE/TIME

[Signature]
SELLER DATE/TIME

[Signature]
SELLER DATE/TIME

6/11/25

6/11/25