



WAIVER OF WARRANTY & REDHIBITION RIGHTS ADDENDUM
ADDENDUM A

IN REFERENCE to the Agreement to Buy or Sell the real property commonly referred to as
7110 DOWNMAN RD, NEW ORLEANS, LA 70126 SQ FLORITA COURT LOT 3D-3 dated _____ between
_____ (“SELLER”) and _____ (“PURCHASER”), the
undersigned parties hereby agree as follows: Purchaser hereby agrees that THE FOLLOWING STATEMENT
WILL BE MADE A PART OF THE ACT OF SALE AND SHALL NOT GO INTO EFFECT UNTIL THE ACT
OF SALE.

It is expressly agreed that the immovable property herein conveyed and all improvements and components parts,
plumbing, electrical systems, mechanical equipment, heating and air conditioning systems, built-in appliances, and
all other items located hereon are conveyed by Seller and accepted by Purchaser “AS IS WHERE IS,” without any
warranties of any kind whatsoever, even as to the metes and bounds, zoning, operation, or suitability of the property
for the use intended by the Purchaser, without regard to the presence of apparent or hidden defects and with the
Purchaser’s full and complete waiver of any and all rights for the return of all or any part of the purchase price by
reason of any such defects.

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

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

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


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

“Seller(s), Purchaser(s) hereby acknowledge and recognize that this sale is in an “AS IS” condition and accordingly,
Purchaser(s) do hereby relieve and release Seller(s) and all real estate agents, real estate brokers, real estate agencies,
and/or real estate companies, and all previous owners thereof from any and all claims for any vices or defects in said
property, whether obvious or latent, known or unknown, easily discoverable or hidden, and particularly for any claim
or cause of action for redhibition pursuant to Louisiana Civil Code Articles 2520, et seq., or from diminution of
purchase price pursuant to Louisiana Civil Code Articles 2541, et seq., or for fitness for Purchaser’s ordinary use
pursuant to Civil Code article 2524, et seq...” Purchaser further waives any and all rights or cause of action pertaining
to any environmental condition, hazardous substance or material, or physical contamination of the herein conveyed
property.

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

Purchaser

Date

X 

Seller

Date

Purchaser

Date

Seller

Date



DISCLOSURE AND CONSENT TO DUAL AGENT DESIGNATED AGENCY



This document serves three purposes:

- It discloses that a real estate licensee may potentially act as a disclosed dual agent who represents more than one party to the transaction.
- It explains the concept of disclosed dual agency.
- It seeks your consent to allow the real estate agent to act as a disclosed dual agent.

A LICENSEE MAY LEGALLY ACT AS A DUAL AGENT ONLY WITH YOUR CONSENT. BY CHOOSING TO SIGN THIS DOCUMENT, YOUR CONSENT TO DUAL AGENCY REPRESENTATION IS PRESUMED. BEFORE SIGNING THIS DOCUMENT, PLEASE READ THE FOLLOWING:

The undersigned designated agent(s) PAUL GILMORE & ASSOCIATES, INC.

(Insert name(s) of licensee(s) undertaking dual representation)

and any subsequent designated agent(s) may undertake a dual representation represent both the buyer (or lessee) and the seller (or lessor) for the sale or lease of property described as 7110 DOWNMAN RD

(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

Date

Seller or Lessor

Date

Licensee
PAUL GILMORE & ASSOCIATES, INC.

Date



FORCE MAJEURE ADDENDUM

Property Address: 7110 DOWNMAN RD, NEW ORLEANS, LA 70126
SQ FLORITA COURT LOT 3D-3

Agreement to purchase dated: _____

This Force Majeure Addendum is an addendum to the Louisiana Residential Agreement to
To Buy or Sell dated _____ (the “Purchase Agreement”) by and between
_____ (“Seller”) and _____
 (“Purchaser”).

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

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

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

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

BUYER/LESSEE SIGNATURE DATE



SELLER/LESSOR SIGNATURE DATE

BUYER/LESSEE SIGNATURE DATE

SELLER/LESSOR SIGNATURE DATE



Flood Determination Disclosure

The Federal Emergency Management Agency (FEMA) has implemented a nationwide effort to update and modernize flood hazard maps. Consistent with this effort, FEMA has distributed preliminary flood hazard maps for public consideration, comment and appeal prior to adoption and finalization of the maps. As a result, the current information provided to Sellers or Buyers regarding property flood risk is based on information in the aforementioned preliminary flood hazard maps.

Thus, Real Estate Agents and Brokers cannot guarantee the accuracy of information provided in the preliminary flood hazard maps which are subject to change upon adoption and finalization. Thus, Sellers and Buyers are strongly encouraged to contact the following agencies for more current information:

1. www.lamappingproject.com
2. www.fema.gov
3. www.floodsmart.gov

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

Property Address: 7110 DOWNMAN RD NEW ORLEANS LA 70126

Buyer Date



Seller Date

Buyer Date

Seller Date

Buyer Agent Date

Seller Agent Date
PAUL GILMORE & ASSOCIATES, INC.



**DEPOSIT ADDENDUM
TO LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL**

7110 DOWNMAN RD, NEW ORLEANS, LA 70126
SQ FLORITA COURT LOT 3D-3

DEPOSIT HELD BY BROKER¹

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

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

DEPOSIT HELD BY THIRD PARTY

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

Deposit held by: CLOSING TITLE COMPANY

Buyer's Signature

Print Name

Date

Time ☐ AM ☐ PM



Seller's Signature

Print Name

Date

Time ☐ AM ☐ PM

Buyer's Signature

Print Name

Date

Time ☐ AM ☐ PM

Seller's Signature

Print Name

Date

Time ☐ AM ☐ PM

¹ Louisiana Administrative Code Title 46, Chapter LVXII, Section 2901.

ADDENDUM TO PURCHASE AGREEMENT
ADDENDUM 2

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

PROPERTY ADDRESS: 7110 DOWNMAN RD, NEW ORLEANS, LA 70126
SQ FLORITA COURT LOT 3D-3

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

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

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

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

BUYER:

SELLER:

DATE



DATE

DATE

DATE



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

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

SUBJECT PROPERTY: 7110 DOWNMAN RD, NEW ORLEANS, LA 70126
SQ FLORITA COURT LOT 3D-3

CONTRACT DATE: _____

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

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

	_____	_____	_____
PURCHASER/LESSEE	DATE	SELLER/LESSOR	DATE
_____	_____	_____	_____
PURCHASER/LESSEE	DATE	SELLER/LESSOR	DATE

FLOOD INSURANCE PURCHASE REQUIREMENT ADDENDUM

Property Address: 7110 DOWNMAN RD, NEW ORLEANS, LA 70126

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

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

The seller, or a former owner of the property, has previously received Federal financial assistance for acquisition or construction purposes (as defined in 42 U.S.C. §4003) in the amount of \$_____0_____ for flood-related damage. This assistance was conditioned upon obtaining and maintaining flood insurance on the property (42 U.S.C. §4012a). The requirement of maintaining flood insurance applies to all owners of the property, regardless of transfer of ownership.

Federal law (42. U.S.C. § 5154a) requires that buyer/transferor of the property be notified in writing of the requirement to obtain flood insurance, and maintain flood insurance, in accordance with Federal law. The buyer must maintain flood insurance coverage on the property and contents in at least the amount of the disaster assistance previously received, \$ 5000 and provide notice of this requirement to any party to whom he/she sells the property.

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

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

PURCHASER	DATE
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SELLER _____ DATE _____

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

PROPERTY DIMENSIONS ADDENDUM

SUBJECT PROPERTY: 7110 DOWNMAN RD, NEW ORLEANS, LA 70126
SQ FLORITA COURT LOT 3D-3

AGREEMENT TO PURCHASE OR SELL SUBJECT PROPERTY DATED: _____


It is agreed by the undersigned that the following terms and conditions are hereby made a part of the above referenced agreement to purchase or sell (hereinafter referred to as this/the Purchase Agreement).

Purchaser acknowledges that there may be variances between the quoted and the actual square footage(s), room sizes (if applicable) and lot sizes of the subject property (all hereinafter referred to collectively as "Property Dimensions") and therefore the Purchaser does not rely on any property dimensions information provided by the Real Estate Brokers and/or Real Estate Agents.

Purchaser has 14 calendar days after acceptance of this Purchase Agreement by all parties to determine from independent sources the property dimensions, and if any are not satisfactory to Purchaser, then Purchaser can cancel this agreement by providing Seller or Seller's designated Agent with written notice within the aforementioned time.

If Purchaser does not timely cancel this agreement in writing as stated, then it will be conclusively presumed that the property dimensions are satisfactory to Purchaser regardless of what may be subsequently discovered either prior to or after the act of sale.

Purchaser hereby releases Seller and all agents/brokers from any and all liability, responsibility and obligation associated with property dimensions to include, but not limited to, the quoting of inaccurate property dimensions, expense/loss incurred related to performing property inspection, expense/loss incurred in applying for or obtaining a loan, expense/loss for the determination of property dimensions, expense/loss for furniture/closing transportation or storage and any or all housing related expense or loss.

_____	_____		_____
PURCHASER	DATE	SELLER	DATE

_____	_____	_____	_____
PURCHASER	DATE	SELLER	DATE