

**INFORMATIONAL STATEMENT FOR LOUISIANA RESIDENTIAL PROPERTY DISCLOSURE**

In accordance with Act 308 of the 2003 Louisiana Legislature (LSA-R.S. 9:3195-3199), effective July 1, 2004, a seller of residential real property must furnish purchasers with a Property Disclosure Document. A complete copy of these statutes can be found at [www.legis.state.la.us](http://www.legis.state.la.us). The required Property Disclosure Document may be in the form promulgated by the Louisiana Real Estate Commission ("Commission") or in another form that contains substantially the same information. The Commission form can be found at [www.lrec.state.la.us](http://www.lrec.state.la.us).

**WHO IS REQUIRED TO MAKE DISCLOSURE?** 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:

- (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 pursuant to testate or intestate succession.
- (8) Transfers of residential real property that will be converted by the purchaser 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 purchaser 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.

- ( ) ALL SELLERS are required to make disclosure of known defects regarding a property being transferred.
- ( ) SELLER acknowledges that SELLER is exempt from filling out the Property Disclosure Document and warrants that SELLER has no knowledge of defects to the property.

Seller (sign) \_\_\_\_\_ (print) \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Seller (sign) \_\_\_\_\_ (print) \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

**RIGHTS OF PURCHASER AND CONSEQUENCES FOR FAILURE TO DISCLOSE:** If the property disclosure document is delivered after the purchaser makes an offer, the purchaser 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 always be without penalty to the purchaser and any deposit or earnest money must be promptly returned to the purchaser (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 discussed above. Failure to inform could subject the licensee to censure or suspension or revocation of their license, as well as fines. The licensee is not liable for any error, inaccuracy, or omission in a Property Disclosure Document, unless the person has actual knowledge of the error, inaccuracy, or omission by the seller.

**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 is not intended to be part of any contract between the seller and the purchaser.
- The Property Disclosure Document may not be used as a substitute for any inspections or warranties that the purchasers or seller may obtain.
- Nothing in this law precludes the rights or duties of a purchaser to inspect the physical condition of the property.

**KEY DEFINITIONS:**

- **Residential real 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** 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 premises.
  - (c) If not repaired, removed, or replaced, significantly shortens the expected normal life of the premises.

**PROPERTY DISCLOSURE DOCUMENT FOR RESIDENTIAL REAL ESTATE**

Answer all questions to the best of your knowledge. Explain any "yes" answers fully at the end of each section.  
Y = Yes N= No NK = No Knowledge

**SECTION 1: LAND**

- (1) Lot size or acres \_\_\_\_\_
- (2) Are there any servitudes/encroachments regarding the property, other than typical/customary utility servitudes, that would affect the use of the property?  Y  N  NK
- (3) Are there any rights vested in others? Check all that apply and explain at the end of this section.
 

Timber rights	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> NK	Common driveway	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> NK
Right of ingress or egress	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> NK	Mineral rights	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> NK
Right of way	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> NK	Surface rights	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> NK
Right of access	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> NK	Air rights	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> NK
Servitude of passage	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> NK	Usufruct	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> NK
Servitude of drainage	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> NK	Other _____	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> NK
- (4) Has any part of the property been determined a wetland by the United States Army Corps of Engineers under §404 of the Clean Water Act?  Y  N  NK
  - (a) Is such a determination pending?  Y  N  NK
  - (b) What date was determination made? \_\_\_\_\_

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 **PURCHASER** of a property for this determination. A property that has been determined a wetland may result in additional costs for a Section 404 permit. Documentation is attached and becomes a part of this property disclosure if the property described herein has been determined a wetland by the Corps.

- (5) 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.  Y  N  NK
- (6) What is/are the flood zone classification(s) of the property? \_\_\_\_\_
  - (a) What is the source and date of this information? Check all that apply.  Survey/Date \_\_\_\_\_  Flood Elevation Certificate/Date \_\_\_\_\_  Other/Date \_\_\_\_\_

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

**SECTION 2: TERMITES, WOOD-DESTROYING INSECTS AND ORGANISMS**

- (7) Has the property ever had termites or other wood-destroying insects or organisms?  Y  N  NK
- (8) Was there any damage to the property?  Y  N  NK
- (9) Was the damage repaired?  Y  N  NK
- (10) Is the property currently under a termite contract?  Y  N  NK
  - (a) Name of company \_\_\_\_\_
  - (b) Date contract expires \_\_\_\_\_
  - (c) List any structures not covered by contract \_\_\_\_\_

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

Y = Yes N= No NK = No Knowledge

**SECTION 3: STRUCTURE**

(11) Are there any defects regarding the following? Check all that apply and explain at the end of this section.

- Roof Interior walls Floor Attic spaces Porches Steps/Stairways Pool Decks Windows Ceilings Exterior walls Foundation Basement Overhangs Railings Spa Patios Other

(12) Has any structure on the property ever taken water by flooding (rising water or otherwise)? If yes, give the nature and frequency of the defect at the end of this section.

(13) Is there flood insurance on the property?

(a) Flood Insurance Policy/Date Other/Date

(b) SELLER'S current premium \$ 1 year

(c) Does SELLER have a flood elevation certificate in SELLER'S possession that will be shared with BUYER?

(14) Approximate age of all structures on property? Main structure Other structures

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

(15) Has there been any foundation repair?

(a) Is there a transferable warranty available?

(b) Name of warranty company

(16) What is the approximate age of the roof of each structure? Main structure Other structures

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

Table with 3 columns: Question Number, Explanation of "Yes" answers, Additional sheet is attached

**SECTION 4: PLUMBING, WATER, GAS, AND SEWERAGE**

(18) Are there any defects with the plumbing system?

(19) Are there any defects with the water piping?

(a) Are there any defects with the water quality, quantity, or pressure?

(b) The water is supplied by: Municipality Private utility On-site system Shared well system None

(c) private wells service the primary residence only.

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

(20) Is there gas service available to the property/structure?

(a) If yes, what type? Butane Natural Propane

(b) If yes, are there any defects with it?

(21) Are there defects with any water heater?

(a) Unit 1 Gas Electric Other (b) Unit 2 Gas Electric Other (c) Unit 3 Gas Electric Other

(22) The sewerage service is supplied by: Municipality Other

(a) private sewer systems service the primary residence only.

SELLER must provide the attached "Disclosure of Information about Residential Sewage Treatment Systems Addendum" if the property described herein is not served by a municipality waste treatment.

Table with 3 columns: Question Number, Explanation of "Yes" answers, Additional sheet is attached

Y = Yes N= No NK = No Knowledge

**SECTION 5: ELECTRICAL, HEATING AND COOLING, APPLIANCES**

For major repairs or replacements relative to Section 5, list the date and nature of the repair or replaced component at the end of the section.

(23) Are there any defects with the electrical system?  Y  N  NK

(24) Are there any defects with the heating or cooling systems?  Y  N  NK

(25) What type of cooling system is installed?  Central  Window unit  Other

(a) Source:  Electric  Gas  Heat pump  Other Number of units \_\_\_\_\_

(26) What type of heating system is installed?  Central  Window unit  Other

(a) Source:  Electric  Gas  Heat pump  Other Number of units \_\_\_\_\_

(27) If a fireplace exists, is it working?  Y  N  NK

(a) What type is it?  Gas  Wood  Vented  Vent less  Electric  Other How many? \_\_\_\_\_

(28) Are there any defects in any permanently installed or built-in appliances?  Y  N  NK

(29) What type of fire alarm system is installed?  None  Security/fire alarm  Battery powered unit that includes a 10-year sealed lithium battery

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

**SECTION 6: MISCELLANEOUS**

(30) Are there any applicable building restrictions or restrictive covenants which may provide for restrictions as to the use of the property or as to the type of constructions or materials to be used in the construction of any structure on the property?

Y  N  NK

(31) Has there been property damage related to the land or the improvements thereon, including, but not limited to, fire, windstorm, flood, hail, lightning, or other property damage?

Y  N  NK

(a) If yes, were all related property damages, defects, and/or conditions repaired?

Y  N  NK

(b) \_\_\_\_\_ insurance claims have been made during the current period of ownership.

(32) What is the zoning of the property? \_\_\_\_\_

(a) Has it ever been zoned for commercial or industrial?

Y  N  NK

(b) Is the property located in an historic district?

Y  N  NK

(33) Does the property and its present usage conflict with current zoning, building, and/or safety restrictions?

Y  N  NK

(34) Are there any current or pending assessments, dues, liens, taxes owing on the property?

Y  N  NK

(a) 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  NK

(b) Are any HOA, COA, or POA dues required?

Y  N  NK

(c) If yes, what is the amount? \$\_\_\_\_\_ per \_\_\_\_\_

(d) Are there any pending special assessments?

Y  N  NK

(e) If yes, what is the amount? \$\_\_\_\_\_ per \_\_\_\_\_

**Any information contained in this property disclosure regarding homeowners' associations (HOA), condominium owners' associations (COA), or property owners' associations (POA) is summary in nature. The covenants and association governing documents are a matter of public record and can be obtained from the conveyance records on file at the Clerk of Court in the parish where the property is located.**

(35) Was SELLER (or previous owner) a recipient of a Road Home grant?

Y  N  NK

If YES, complete (a) – (f) below.

(a) Is the property subject to the Road Home Declaration of Covenants Running with the Land, Hurricane Katrina/Hurricane Rita?

Y  N  NK

(b) If YES, is a copy of the Road Home Program Declaration of Covenants attached?

Y  N

(c) If YES, what is the amount received? \$\_\_\_\_\_

(d) Has SELLER personally assumed any terms of the Road Home Program Grant Agreement?

Y  N

Property Description (Address, City, State, Zip) \_\_\_\_\_

**Y = Yes    N= No    NK = No Knowledge**

- (e) Was SELLER (or previous owner) a recipient of any elevation grant funds?  Y     N     NK
- (f) If YES, what is the amount received? \$ \_\_\_\_\_
- (36) Are the streets accessing the property  Private     Public?  NK
- (37) Were any additions or alterations made to the property?  Y     N     NK
- (a) If yes, were the necessary permits and inspections obtained for all additions or alterations?  Y     N     NK
- (38) Is there a homestead exemption in effect?  Y     N     NK
- (39) Is there high speed Internet access available to the property?  Y     N     NK
- (40) Is there any pending litigation regarding the property?  Y     N     NK
- (41) Does the property or any of its structures contain any of the following? Check all that apply and provide the nature and frequency 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 Pets  Y     N     NK
- Electromagnetic fields  Y     N     NK Crystal meth exposure  Y     N     NK
- Other adverse materials or conditions  Y     N     NK Contaminated drywall/sheetrock  Y     N     NK
- (42) Is there a cavity created within a salt stock by dissolution with water underneath the property?  Y     N     NK
- (43) 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	<input type="checkbox"/> Additional sheet is attached
_____	_____	_____
_____	_____	_____
_____	_____	_____

**ACKNOWLEDGEMENTS**

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. 9:3195-3199 and have read and understand the informational statement.)

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

Seller (sign) \_\_\_\_\_ (print) \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Seller (sign) \_\_\_\_\_ (print) \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Buyer(s) signing below acknowledge(s) receipt of this property disclosure.

Buyer (sign) \_\_\_\_\_ (print) \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Buyer (sign) \_\_\_\_\_ (print) \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_