

ROSSLYN STONE
 2049 Levee Highway
 Pierre Part, LA 70339
 Professional Real Estate Broker
 Exclusive Listing and Marketing Agreement

Property Address 39485 Bayou Pigeon Road Date 5/23/23
 Legal Description b5x Lot _____

City Plaquemine, LA Zip 70764 Parish Iberville

Price Two Hundred Fifty-eight Thousand Five Hundred Dollars (\$ 258,500) Dollars

Residence/Camp	Bedrooms, No.	Utility Room	Window Coverings
Approx. Age <u>30</u>	Bath, No. <u>2</u>	Type Floors <u>Wood</u>	Type of Construction <u>Brick</u>
Owner occupied	Living Room	Walls <u>Wood</u>	Sewerage Treatment
Vacant	Dining Room	Fireplace <u>Wood</u>	Septic Tank
Furnished	Kitchen	Porch	All Electric
Waterfront	Breakfast Room	Patio/Deck	Butane
Bulkhead	Refrigerator	Carport	Gas
Commercial	Dishwasher	Driveway	Sq. Ft. Living Area <u>1615</u>
Lease	Microwave	No. of Stories <u>1</u>	Sq. Ft. Non-Living
Improved Land	Stove	Roof <u>Shingle</u>	Attic Stairway <u>In hallway</u>
Unimproved Land	Heating/Air	Foundation <u>Wood</u>	Shed Storage <u>Yes</u>

For and in consideration of services to be performed by the above-named Broker, I/We hereby employ Broker as my/our sole and exclusive agent to market and to sell or exchange the above described real property at the price as above outlined, or any other price that I/We agree to accept, and hereby grant Broker the exclusive right to sell or exchange the same and to accept a deposit thereon. Owner understands that the deposit cannot be disbursed without mutual written consent of the Purchaser and Owner, or by judicial order or by the ruling of Louisiana Real Estate Commission. I/We agree to pay to Broker professional brokerage fees amounting to 6%. This brokerage fee is earned when a purchase agreement is signed by all parties and all contingencies are satisfied. Closing agent is authorized to disburse said fee. Broker is not responsible for negotiating above said commission in the event that seller accepts less than the listed price for the sale of this property.

This employment and authority shall continue until midnight 11:00, 23, 2023 except if at that time an agreement to purchase the property is in effect, this employment shall continue until that date, or sale is closed, or the purchase agreement has expired, whichever occurs last.

I/We further agree to pay Broker the above-stipulated fees in the event of sale or exchange of the property within six (6) months after the expiration of this agreement, provided purchaser has become interested in the property as a result of the efforts or advertising of Broker during the term of this agreement. (i.e. sign on property, verbal conversation, etc.)

Owner agrees to cooperate with Broker in effecting a sale of the Property and to immediately refer to Broker all inquires of anyone interested in the Property. All negotiations are to be through Broker.

Owner acknowledges that Broker may represent prospective purchasers and consents to such dual representation. Notwithstanding the provisions of Civil Code Articles 2985 through 3034 or any other provisions of law, a licensee engaged in any real estate transaction shall be considered to be representing the person with whom he is working, as a designated agent.

Broker is authorized to place "For Sale" signs on said property, at its expense. Broker shall determine, at its discretion, the extent to which said property shall be advertised for sale, at Broker's cost, and Owner shall pay for the cost of all other advertising desired by Owner.

Owner(s) and Broker have mutually negotiated all terms of this agreement. Owner(s) and Broker agree that this agreement constitutes the entire agreement between Owner and Broker and supersedes all prior discussions, negotiations and agreements, whether oral or written. No amendment, alteration or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Owner and Broker. This agreement shall be binding upon the heirs, successors and assigns of the parties.

Seller will will not convey mineral rights (if owned) to buyer without warranty.

Owner agrees to hold Broker harmless from all claims, disputes, litigation, and judgments, and all costs and reasonable attorney's fees incurred by Broker in connection therewith, arising from any incorrect information supplied by Owner, or from any material fact known by Owner concerning the Property which Owner fails to disclose. Owner represents that it is the owner of the Property.

It is understood that it is illegal for either Owner or Broker to refuse to display or sell the Property to any person because of race, color, religion, national origin, sex, marital status or physical disability.

This listing agreement is complete when the Property Condition Disclosure statement when applicable is signed by Owner.

I/We have read and understood the above.

Owner (Print) M. Ernest Gamma Owner (Signature) [Signature] Date 5/23/23

Owner (Print) _____ Owner (Signature) _____ Date _____

Address _____ City _____ Zip _____

Work Phone _____ Cell Phone (225) 278-3636 Home Phone _____

Accepted by: (Broker) _____ Date _____ Time _____

Email: _____



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) Rosslyn Stone, Broker (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 34465 Ruyderson Road, Plaquemine, LA 70764 (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.

Signature lines for Buyer or Lessee, Seller or Lessor, and Licensee, each with a corresponding Date line. Includes handwritten signatures and date 5/23/23.

Property Description (Address, City, State, Zip) 39485 Bayou Pigeon Road, Plaquemine, LA
70764

**Louisiana Residential Agreement to Buy or Sell
PRIVATE WATER/SEWERAGE ADDENDUM**

This addendum is made a part of Louisiana Residential Agreement to Buy or Sell dated 5/23/23.

1. () **SEPTIC/TREATMENT INSPECTION** – The SELLER agrees to have 1 septic/treatment system(s) servicing only the primary residence inspected and approved by the appropriate governmental/governing authority. If the system(s) fail inspection, SELLER shall have the option to repair/replace the system(s) as long as the cost to repair/replace the system(s) does not exceed the sum of \$ 150⁰⁰. If the cost to repair/replace the system(s) exceeds that amount and the SELLER chooses not to repair/replace the system(s), the BUYER shall have the option of accepting the Property with the private septic/treatment system(s) servicing only the primary residence in the current condition or terminate the Agreement in writing, which termination shall entitle the BUYER to a return of the BUYER'S deposit. Any repair/replacement of the system(s) must be permitted by the Louisiana Department of Health and Hospitals Office of Public Health, if applicable.

2. () **PRIVATE WATER WELL INSPECTION** – The SELLER agrees to have _____ private water well(s) servicing only the primary residence inspected and approved by the appropriate governmental/governing authority. If the water well(s) fail inspection, SELLER shall have the option to repair/replace the water wells(s) as long as the cost to repair/replace the system(s) does not exceed the sum of \$ _____. If the cost to repair/replace the water wells(s) exceeds that amount and the SELLER chooses not to repair/replace the system(s), the BUYER shall have the option of accepting the Property with the private water well(s) servicing only the primary residence in the current condition or terminate the Agreement in writing, which termination shall entitle the BUYER to a return of the BUYER'S deposit. Any repair/replacement of the system(s) must be permitted by the Louisiana Department of Health and Hospitals Office of Public Health, if applicable.

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

Buyer Signature Date

X _____
Seller Signature Date

Buyer Signature Date

X _____
Seller Signature Date