



WAIVER of WARRANTY and REDHIBITION RIGHTS ADDENDUM

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

referred to as: 726 E Boston St Covington LA 70433,

dated _____ between Cumming Investments LLC (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 _____

SELLER _____ DATE/TIME _____

Cumming Investments, LLC by Katha Watson

PURCHASER _____ DATE/TIME _____

SELLER _____ DATE/TIME _____

Seller Utility & Services Information



ELECTRIC

Average Monthly Bill:

\$ 200.250 *month*

☒ Cleco

(800) 622-6537

☐ WST Electric

(985) 892-8804

☐ Other _____

WATER & SEWER

Average Monthly Bill:

\$ 85.00

☐ City of Covington

(985) 892-1811

☐ City of Mandeville

(985) 626-3144

☐ H2O Systems Inc

(985) 626-5132

☐ Tammany Utilities

(985) 276-6400

☐ Utilities Inc.

(985) 893-3007

☐ Other _____

☐ Private Well

☐ Private Septic ☐ treatment plant ☐ septic tank

GAS SERVICE

Average Monthly Bill:

\$ _____

☐ Atmos Energy

(888) 286-6700

☐ CenterPoint Energy

(800) 477-0177

☐ Other _____

GARBAGE

☐ \$ 2.70 *year dumpster* ☐ per month ☐ per qtr

☐ Included in water or HOA bill

☐ Recycling is included

☐ Waste Management

(985) 643-7784

☐ Team Waste

(985) 264-8750

☐ Pontchartrain Waste

(985) 892-0569

☐ Other Windy Harbor

TELEVISION

Is cable TV available to your property?

☐ Yes ☒ No

Your TV provider: _____

INTERNET

Is hardline internet service available to your property?

☐ Yes ☒ No

Your Internet provider: _____

TERMITE

Is your property under termite contract?

☐ Yes ☒ No

Does the contract include property damage repair?

☐ Yes ☒ No

Termite Company Name: _____

Contract Expiration Date: _____

HVAC

Central Air? # of units: 2

Central Heat? # of units: 2

☐ gas ☒ electric

Date of last service / cleaning: _____

HOA

HOA Dues: \$ _____

Collected: ☐ annually ☐ monthly

☐ mandatory ☐ voluntary

HOA Contact Name & Phone: _____

*Sellers are to maintain utilities until day of closing.
Buyers are to make arrangements prior to the closing date to insure utilities are transferred on the day of act-of-sale.
Average Monthly charges are provided for informational purposes. Utility costs are dependent on many factors.*

Seller Initials: _____

Buyer Initials: _____