

July 9, 2024

Mr. Bret Bertinot
PO Box 741
Port Allen, LA 70767

RE: Property Located in West Baton Rouge Parish (1375 Cajun Dr., Port Allen, LA 70767)

Mr. Bertinot,

Thank you for the opportunity to present this proposal to list and sell/lease your property at 1375 Cajun Dr, Port Allen, LA, West Baton Rouge Parish.

Wildlife Land Group is a full service real estate company specializing in Land Sales and Acquisitions.

Our mission is to deliver superior results for our clients by collaborating, thinking innovatively, but acting practically; and always putting the client's needs first. Our focus on research, technology, and marketing provide our clients with the best insight, presentation and exposure.

*The subject property is described as 1.44 Acres located at 1375 Cajun Dr, Port Allen, LA 70767 and includes a commercial building of 5000 sq feet
Owned by Richard Bret Bertinot*

Attached is our Listing Agreement along with the Louisiana Real Estate Commission required disclosure forms.

Please review and let me know thoughts on how you would like to proceed.

Thank you,

Oliver Carmichael

DocuSigned by:

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LISTING CONTRACT FOR SALE OR LEASE OF REAL PROPERTY

The undersigned Owner, (his heirs, successors, and assigns) (herein collectively referred to as "Owner") hereby engages Wildlife Land Group (herein referred to as "Broker"), as Owner's exclusive Broker for third party SALE of real property. The term of this agreement shall be for a period of 12 **months** commencing February 13, 2024 and ending at midnight February 12, 2025.

Owner represents that he is the owner of the property and gives Broker the exclusive right to SELL the property as described:

*The subject property is described as 1.44 Acres located at 1375 Cajun Dr, Port Allen, LA 70767 and includes a commercial building of 5000 sq feet
Owned by Richard Bret Bertinot*

The Property is to be sold for TBD
(), Cash, or for any other price or term as may hereinafter be agreed upon.

Mineral rights, if any, owned by Seller (check one):

☐ are to be conveyed without warranty.

☒ are to be reserved by Seller, but with waiver of any right to use the surface for any such reserved mineral activity or use.

Broker is **NOT** authorized to place "For Sale" signs on the Property. Broker shall determine, in its discretion, the extent to which the Property shall be advertised for sale, at Broker's cost.

Seller agrees to refer to Broker all prospective purchasers for the purchase of the Property who contact the Seller and Broker shall conduct all negotiations for the sale of the Property.

Broker designates and Seller accepts Listing Agent named below (Seller's Designated Agent) as the only legal Seller's Designated Agent of Seller. Broker reserves the right to name additional designated agents when in the Broker's discretion if it is necessary. If additional designated agents are named, Seller will be informed in writing within a reasonable time. Any additional agent so designated shall be included in the term "Seller's Designated Agent" as used in this contract. Seller acknowledges that Seller's Designated Agent may from time to time have another sales associate who is not an agent of the Seller to provide support in the marketing of Seller's Property.

Seller understands and agrees that this agreement is a contract for Broker to market Seller's Property and that Seller's Designated Agent is the only legal agent of Seller and that neither Broker nor any other sales associates affiliated with Broker will be acting as legal agent of the Seller. Seller's Designated Agent will be primarily responsible for the direct marketing and sale of the Seller's Property.

Seller hereby agrees that if any agent designated by Broker as Seller's Designated Agent is acting as a Buyer's Designated Agent with any potential purchasers of Seller's Property, Seller concurs for such agents to act as a dual agent in dealing with the potential purchasers.

Seller's Designated Agent is Seller's sole and exclusive agent with exclusive right to market and to sell, exchange or otherwise arrange to transfer the Property at the price above outlined, or any other price that Seller agrees to accept. If a sale/lease of the Property is negotiated during the terms of this contract, or if a party is procured during the term of this contract by Broker, or Seller, or any third party who is ready, willing and able to purchase/lease the Property at the price and on the terms as herein above stated (or at such other price, or on such other terms as may hereafter be acceptable to Seller), then Seller agrees

to pay Broker a commission of **six (6%) percent** of the of the gross sales/lease price. Broker is authorized to cooperate with other licensed real estate brokers and may pay a portion of the brokerage fee stated above to such other broker in any manner Broker may see fit.

Seller further agrees to pay Broker the above stated commission on any sale/lease of the Property negotiated by Seller within One (1) year after the expiration or termination of this contract with any party (or the nominee, representative or affiliate of such party) to whom the Property was shown or submitted during the term of this contract, provided Broker has submitted to Seller, in writing, the name of any such party or parties within ninety (90) days after the expiration date of this contract. The commission shall likewise be paid on any exchange of properties negotiated involving the Property, in which case the commission shall be based on the then market value of the Property as determined by a licensed appraiser selected by Broker.

Broker is authorized to accept on behalf of Seller a non-interest bearing deposit to be applied against the sales price, which deposit may be placed in any bank in the Louisiana area pending consummation of the sale, without liability on Broker's part in the event of failure or suspension of the bank.

Seller authorizes Seller's Designated Agent to disclose to any prospective purchaser or real estate agent whether or not there are any outstanding offers to purchase the Property at any given time, but is not to disclose the price or any other details of such offers without Seller's approval.

Seller has notified Broker, that to his knowledge, the Property ☐ does ☐ does not contain asbestos and other hazardous or ultra hazardous materials, including but not limited to underground storage tanks, and PCB Transformers.

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 to the Broker, or from any material fact known by Owner concerning the Property which Owner fails to disclose to Broker. The Owner represents that he is the owner of the Property and that there are no other owners of the Property.

Owner agrees to indemnify and hold harmless Broker from any claims, demands, expenses, losses, damages or injuries (including death) to persons or the Property that arise due to violations of fire protection/prevention laws or other similar safety laws where such losses, damages or injuries are not caused by Broker's negligence or willful misconduct in acting as Broker with respect to the Property.

If an attorney is engaged to enforce its rights under this contract, Owner agrees to pay the reasonable fee of such attorney, which fee is hereby fixed, if the collection of money is involved, at 15% of the amount thereof, and such fee in no event shall be less than \$100.00. Owner also agrees to pay all costs including but not limited to court costs and other expenses expended by Broker.

Seller acknowledges that except for the price the Seller will take, confidential information includes only information designated in writing as being confidential or information the disclosure of which could materially harm the position of the Seller. Seller also acknowledges that information about the physical condition of the Property cannot be considered confidential. Seller further acknowledges that Seller's Designated Agent may disclose confidential information to the Broker for the purpose of seeking advice or assistance.

---- SIGNATURES ON FOLLOWING PAGE----

By signing below you acknowledge that you have read and understand this form and that you are authorized to sign this form in the capacity in which you have signed.

OWNER: Bret Bertinot

BY:

Signed by:

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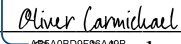
Signature

Date: 8/29/2024

Bret Bertinot

BROKER: Wildlife Outfitters, LLC. DBA Wildlife Land Group - Jay Davidson

DESIGNATED AGENT

DocuSigned by:

9F5A3D9D9F8A48B...

Oliver Carmichael

Date: 7/9/2024

Expiration of Listing: July 10, 2025

ATTACHED

Maps
Agency Disclosure
Dual Agency Disclosure
Flood Disclosure

MAPS

The subject property is 1.44 Acres

Bertinot
Louisiana, AC +/-



- House
- Trough
- Barn
- Primary Road
- River / Creek
- Fence
- Road / Trail
- Primary Road 1
- Pond / Tank 1
- Boundary

James Davidson
www.WildlifeLandGroup.com

The information contained herein was obtained from sources deemed to be reliable. Land id™ Services makes no warranties or guarantees as to the completeness or accuracy thereof.

Agency Disclosure

Customer Information Form

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

This document describes the various types of agency relationships that can exist in real estate transactions.

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 means the agency relationship that shall be presumed to exist when a licensee engaged in any real estate transaction, except as otherwise provided in LA R.S. 9:3891, 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.

DUAL AGENCY means an agency relationship in which a licensee is working with both buyer and seller or both landlord and tenant in the same transaction. Such a relationship shall not constitute dual agency if the licensee is the seller of property that he/she owns or if the property is owned by a real estate business of which the licensee is the sole proprietor and agent. A dual agency relationship shall not be construed to exist in a circumstance in which the licensee is working with both landlord and tenant as to a lease that does not exceed a term of three years and the licensee is the landlord. Dual agency is allowed only when informed consent is presumed to have been given by any client who signed the dual agency disclosure form prescribed by the Louisiana Real Estate Commission. Specific duties owed to both buyer/seller and lessor/lessee are:

- To treat all clients honestly.
- To provide factual information about the property.
- To disclose all latent material defects in the property that are known to them.
- To help the buyer compare financing options.
- To provide information about comparable properties that have sold, so that both clients may make educated buying/selling decisions.
- To disclose financial qualifications to 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.

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 occur:

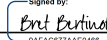
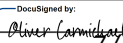
- The client permits the disclosure by word or conduct.
- The disclosure is required by law or would reveal serious defect.
- The information became public from a source other than the licensee.

By signing below you acknowledge that you have read and understand this form and that you are authorized to sign this form in the capacity in which you have signed.

Buyer/Lessee:

By: _____
Title: _____
Date: _____
Licensee: _____
Date: _____

Seller/Lessor:

Signed by: 
Bret Bertinot
By: _____
Title: _____
Date: 8/29/2024
Date: _____
DocuSigned by: 
Licensee: _____
Date: 7/9/2024



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:

oliver Carmichael

The undersigned designated agent(s) _____
(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 **1375 Cajun Drive**
(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	Signed by: Bert Bertini 94CACE72A6D466 _____ Seller or Lessor
_____ Date	8/29/2024 _____ Date
_____ Buyer or Lessee	_____ Seller or Lessor
_____ Date	_____ Date
_____ Licensee	DocuSigned by: Oliver Carmichael A83080C9F0940B... _____ Licensee
_____ Date	7/9/2024 _____ Date

DDA 1/98

Flood Disclosure

FLOOD DETERMINATION DISCLOSURE

(Revised 1/2014)

Property Address: 1375 Cajun Drive

The Federal Emergency Management Agency (FEMA) has implemented a nationwide effort to update and modernize flood hazard maps. Due to this effort, some parishes have finalized and adopted their new flood hazard maps and some parishes are in the preliminary stages of adopting their new flood hazard maps.

In the parishes that have not adopted their new flood hazard maps, preliminary flood hazard maps have been or will be published and made available for public consideration, comment and appeal prior to the 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. 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.

In the parishes that have adopted their new flood hazard maps, the information provided is final and should not change unless the new and updated flood hazard map is amended or revised.

Whether the parishes' flood hazard maps are preliminary or final, Sellers and Buyers are strongly encouraged to contact the following agencies for the most current and accurate information:

1. Parish Planning and Zoning Office and/or Parish Flood Plain Manager for the parish the subject property is located in
2. floodmaps.lsuagcenter.com
3. <https://msc.fema.gov>
4. www.floodsmart.gov

In acknowledgement of the aforementioned, Seller and Buyer agree(s) to indemnify and hold harmless the Real Estate Agents and Brokers, 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 attorney fees, arising out of or in connection with, or in any way incidental to any representations, discussions or statements made by the Real Estate Agents and Brokers, and its subsidiaries, affiliates, officers, directors, members, employees, and agents relative to any and all Federal Emergency Management Agency issued flood hazard maps.

Buyer Date

Signed by: Eric Bertinet 8/29/2024

Seller Date

Buyer Date

Seller Date

Agent Date

DocuSigned by: Oliver Carmichael 7/9/2024

Agent Date