

FLOOD DETERMINATION DISCLOSURE

(Revised 10/2021)

Property Address: _____

Any and all flood related data and information, including but not limited to flood risk, flood maps, flood zones, flood requirements, and/or flood insurance, are constantly changing, often with limited, if any, notice to Seller and/or Real Estate Agents and Brokers. Any and all data and information provided by Seller and any Real Estate Agents and Brokers, in writing or verbally, is not guaranteed accurate and is only to the best of their knowledge.

It is the Buyer's responsibility to investigate, research and obtain accurate and current flood data and information on the property, including but not limited to flood risk, flood maps, flood zones, flood requirements, and/or flood insurance. **It is recommended that Buyer complete, at least, the following before making an offer and/or during Buyer's Inspection and Due Diligence Period:**

1. Contact the Flood Plain Administrator and Planning and Zoning Department for the parish the property is located in to review current flood maps, including any applicable *preliminary* flood maps, and obtain information as to the flood zone, flood ways, flood risks, flood history for the property and area, and any special building codes, requirements or permits that apply to the property.
2. Review flood maps and flood risk data at: www.floodsmart.gov, www.maps.lsuagcenter.com/floodmaps, and www.fema.gov/flood-maps.
3. Contact an insurance agent and/or Lender to determine if flood insurance will be required and flood risks.
4. Obtain *at least* two flood insurance quotes. It is recommended that Buyer obtain a "public" flood insurance quote from the National Flood Insurance Program (NFIP) and, *at least*, one "private" flood insurance quote. Do not rely on any flood insurance rates provided by Seller since Buyer's flood insurance rates may be different. Most insurance agents can provide Buyer with both public and private insurance flood quotes.
5. Purchase and maintain flood insurance on the property, even if Buyer's Lender does not require flood insurance and even if the property is located in a lower risk flood zone, such as "X" or has a Letter of Map Amendment (LOMA) or Letter of Map Revisions-Based on Fill (LOMR-F) in place.

In acknowledgement of the aforementioned, Seller and Buyer agree(s) to defend, 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 maps and any and all flood, flood risk, flood data, flood zone or flood insurance related data or information.

SELLER Date

BUYER Date

SELLER Date

BUYER Date

LISTING AGENT Date

BUYER'S AGENT Date