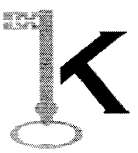
Listing Contracts

This course may be used for Contracts or General Credit

Course material will NOT be handed out in the classroom.

Though it is recommended the student use the digital copy of the handout, the student may print course material from the student dashboard and bring to class. In addition, during the class, students may access the course material from any smart device with internet access.

Any contract, disclosure or document herewithin is supplied for educational use only. A licensed attorney should be consulted as it relates to legal implications of any content as it relates to the legal conduct within the confines of law.



www.KeyRealtySchool.com

800 472 3893

Nevada Listing Contract Content –

The pages to follow will delineate common elements of a listing contract and the elements that should be known and further understood.

The pages will note a major topic or component and what needs to be known and understood about the major topic.

WITHDRAWN OR EXPIRED LISTINGS

Look for patterns as to why homes did not sell and what they have in common

Which brokerage had the listing?

Did they spend any money for marketing?

What steps can you take to prevent your home from becoming an expired listing?

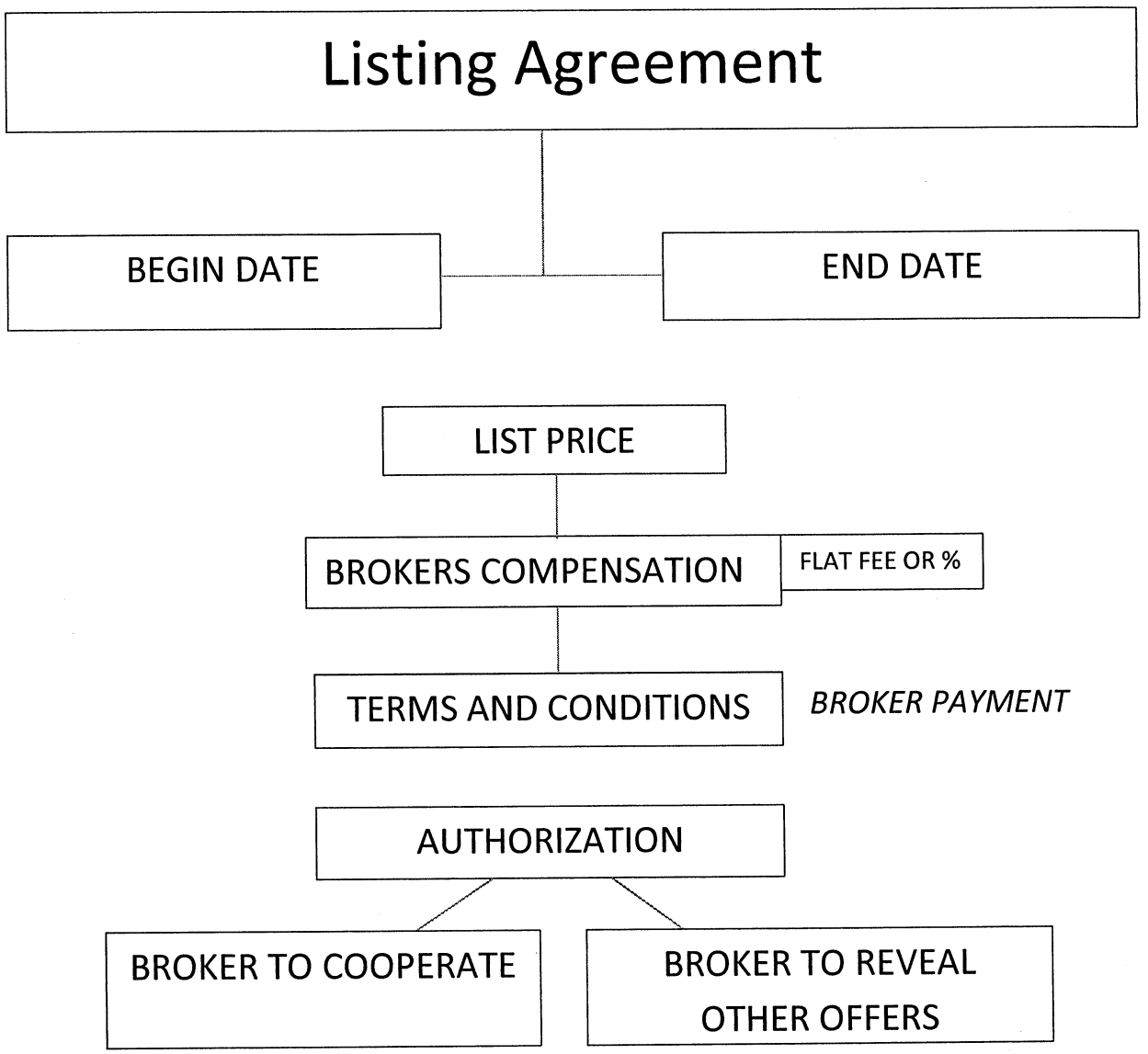
PENDING SALES

Since sales are pending, prices are unknown until transactions close
Note how many days on market
…can have bearing on how long to see an offer
Examine history of these listings to determine price reductions

ACTIVE LISTINGS

Sellers ask whatever they want
Tour homes to see what the buyers see
Note likes and dislikes
These homes are your competition

Ask yourself why buyer would prefer your home over these and adjust your price accordingly


Listing Agreement
BEGIN DATE
END DATE
LIST PRICE
BROKERS COMPENSATION
FLAT FEE OR %
TERMS AND CONDITIONS
BROKER PAYMENT
AUTHORIZATION
BROKER TO COOPERATE
BROKER TO REVEAL OTHER OFFERS

FINDING COMPARABLE LISTING SALES

1. Homes within 1.25 - 1.5 miles of proposed home sell

2. Are there freeways, railroads in comparison to other side of the track listings?

3. Compare every similar home that was or is listed for the past six months in the same neighborhood

4. Compare square footage within 10 per cent up or down the subject property

5. Compare similar ages of the homes in listing

Sold Comps

1. Get history for expired and withdrawn listing

2. Determine if any were taken off and re-listed

3. If so add the days on market to these listing times

4. Compare final sales price to actual sold price to determine ratios

5. Adjust pricing for lot size variances, configurations, amenities

Tax Property Tax - One Page

Property

Parcel #:	**163-21-715-037**	Address:	**7852 Whitlocks Mill AVE**	Census Tract:	**002944**
TN-RG-SE:	**21 - 60 - 21**	PropCity:	**Las Vegas**	Zip Code:	**89147-4743**
Tot Value:	**$111,266**	Land Use:	**Sfr**		
GEO ID:	**SE 21-60-21**				

Assessor Description

File-Page:	**142-70**		Subdivision:	**Buffalo Ranch Phase 1**			
Assr Lot:	**64**	Block:	Area:	**503**	Bldg:	Unit:	Tract:

Assr Desc: **BUFFALO RANCH PHASE 1 PLAT BOOK 142 PAGE 70 LOT 64**

Owner & Doc Information

Owner Name:		DOC DATE	DOC NUMBER	DV
2nd Owner:		**01/05/2016**	**160105000025**	
Address:	**6145 Spring Mountain Road - 101**			
City:	**Las Vegas** State: **NV** Zip Code: **89146**			
Prev Owner:	**Smart Timothy S & Diane Y**			

Land & Building Information

Land Value:	**$88,000**	Impr Value:	**$229,903**			Schools:	**Clark County**
FrontxDpth:		Topography:		Cost Class:	**Average**	Zoning:	
Acres:	**0.130**	Act Yr Blt:	**2011**	Foundation:		Tot Rooms:	**6**
Lot SqFt:	**5,663**	Eff Yr Blt:	**2011**	Basement:		Bedrooms:	**4**
# of Buildings:	**1**	Construction:		Garage Cap:		Bathrooms:	**2**
Type Style:		Ext Wall:	**Frame/Stucco**	Garage Type:	**Attached Garage**	Full Baths:	**2**
Stories:	**1.00**	Flooring:		Parking Sp:		Half Baths:	
Roof Matrl:	**Concrete Tile**	Heat Systm:	**Forced Air**	Pool YN:		Fireplace YN:	
Roof Type:		Air Cond:	**Central**	Porch:	**Patio/Porch**	Fireplaces:	

Property Sub-Areas SqFt

Living Area:	**1,922**	First Flr:	**1,922**	Porch 1:	**16**	Grg/Prkg:	**425**
Building Sq Ft:	**1,922**	Second Flr:		Porch 2:		Carport:	
Total Bldg:	**2,347**	Upper Area Sq Ft:		Deck:			
Prim Addition:		Basement Area:		2nd Patio/Deck:			
Above Grade:	**1,922**	Basement F:		Basement U:			

Sales Information

	PRICE	DATE	DEED TYPE
County:	$313,000	01/04/16	Bargain & Sale Deed
		08/11/12	Rerecorded Deed
	$198,605	08/11/11	Bargain & Sale Deed

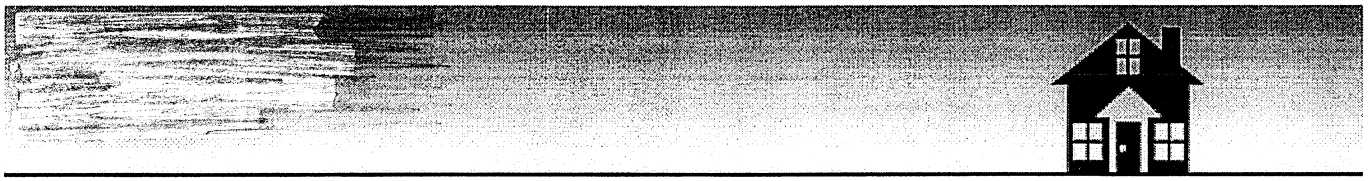
Tax & Assessment

	TOTAL TAX	TAX YEAR	TOTAL ASSD	IMPRV	LAND	ASSD YEAR	EXEMPTION
Curr:	**$2,618.61**	**2020**	**$111,266**	**$80,466**	**$30,800**	**2020**	
Prev:	**$2,498.67**	**2019**	**$108,610**	**$78,860**	**$29,750**	**2019**	
	$2,948.78	**2018**	**$99,803**	**$75,653**	**$24,150**	**2018**	

Delinq: Tot SA Bal:

INFORMATION DEEMED RELIABLE BUT NOT GUARANTEED

LVR DEEMS INFORMATION RELIABLE BUT NOT GUARANTEED. IT IS A VIOLATION TO PROVIDE DETAIL PRINTOUTS TO A CUSTOMER/CLIENT.



CMA Summary

Property Type is 'Residential' **Status** is 'Sold' **Status Contractual Search Date** is 08/05/2020 to 02/07/2020 **Subdivision Name** is like 'buffalo ranch*'

RES

Sold Properties

#	ML#	Address	Bdr	FB	3/4B	HB	SqFt	Lot SF	YrBlt	Pool	BldgDesc	#Gar	Act Clo Dt	ApxLivA	LP/SF	SP/SF	List Price	Sale Price	DOM
1	2199088	8321 Spectacle Reef	4	3	0	0	1,911	5,227	2014	No	1STORY	2	7/15/20	1,911	$198.85	$196.23	$380,000	$375,000	18
2	2185151	8311 Minots Ledge	4	3	0	0	1,911	5,663	2014	No	1STORY	2	5/4/20	1,911	$193.56	$198.85	$369,900	$380,000	4
3	2201199	4578 Rockland Break	4	3	0	0	1,911	4,792	2013	No	1STORY	2	7/10/20	1,911	$204.08	$198.85	$390,000	$380,000	18
Sold	**# LISTINGS: 3**	**Medians:**	4	3			1,911	5,227				2		1,911	$198.85	$198.85	$380,000	$380,000	18
		Minimums:	4	3			1,911	4,792				2		1,911	$193.56	$196.23	$369,900	$375,000	4
		Maximums:	4	3			1,911	5,663				2		1,911	$204.08	$198.85	$390,000	$380,000	18
		Averages:	4	3			1,911	5,227				2		1,911	$198.83	$197.98	$379,967	$378,333	13

Quick Statistics (3 Listings Total)

	Min	Max	Average	Median
List Price	$369,900	$390,000	$379,967	$380,000
Sold Price	$375,000	$380,000	$378,333	$380,000

*** INFORMATION HEREIN IS NOT GUARANTEED. *** Basic descriptive info only; Not guaranteed. Sizes and taxes are approximate.

Duties Owed Definitions

Contract: A legally enforceable agreement between competent parties who agree to perform or refrain from performing certain acts for a consideration. In essence, a contract is an enforceable promise. In real estate, there are many different types of contracts, including contracts for sale, options, mortgages, leases, contracts for deed, escrow agreements and loan commitments.

Agent: One authorized to represent and to act on behalf of another person (called the principal). Unlike an employee, who merely works for a principal, an agent works in the place of a principal. The main difference between an agent and an employee is that the agent may bind his or her principal by contract, if within the scope of authority, whereas an employee may not unless given express authorization. A real estate broker is the agent of the client (seller or buyer) to whom he or she owes a fiduciary or statutory obligation.

Transaction: Agreement, contract, exchange, understanding, or transfer of cash or property that occurs between two or more parties and establishes a legal obligation. Also called booking or reservation

Licensee: A person who has a valid real estate license. A real estate licensee can generally be a salesperson or broker, active or inactive, or an individual, corporation or partnership.

Seller: One that offers for sell. One who lists their home with a real estate broker is known as the seller.

Landlord: The lessor or the owner of leased premises. The landlord retains a reversionary interest in the property, so that when the lease ends the property will revert to the landlord.

Buyer: Party which acquires, or agrees to acquire, ownership (in case of goods), or benefit or usage (in case of services), in exchange for money or other consideration under a contract of sale.

Tenant: One who exclusively holds or possesses property, such as a life tenant or a tenant for years; commonly used to refer to a lessee under a lease. A tenant's occupancy, although exclusive, is always subordinate to the rights of the owner. Tenant refers to an occupant, not necessarily a renter.

Broker: One who acts as an intermediary between parties to a transaction. A real estate broker is a properly licensed party who, for a valuable consideration or promise of consideration, serves as a special agent to others to facilitate the sale or lease of real property.

Fraudulent: characterized by, based on, or done by fraud **:** deceitful

Disclose: To reveal, make known. A recognized "risk reduction tool" for real estate brokers. You must disclose major physical defects in a house you are selling such as a leaky roof.

Compensation: Payment, remuneration; The compensation paid to a real estate broker (usually by the seller) for services rendered in connection with the sale or exchange of real property. To collect a commission, the broker must be licensed in the state, have a written employment agreement (listing) with the seller and sell the property and/or execute a valid contract of sale for the property.

Responsibilities: Something for which one is responsible; moral, legal or mental accountability.

Confidential information: containing information whose unauthorized disclosure could be prejudicial to the national interest

Client: The person who employs an agent to perform a service for a fee; also called a principal. The client is owed the duty of care and diligence, fiduciary duties in common-law states and statutory duties where the common law has been abrogated. In traditional real estate brokerage, the client is the seller, and the buyer is the prospect or customer. In modern practice, more and more buyers are seeking representation as a client. Dual agency occurs when a broker represents the seller and the buyer as clients.

Offers: to present for acceptance or rejection; A promise by one party to act or perform in a specified manner, provided the other party acts or performs in the manner requested. An offer demonstrates an intention to enter into a contract, as opposed to merely inviting offers from others, as with a listing contract. An offer creates the power of acceptance in the other party.

Expert: having, involving, or displaying special skill or knowledge derived from training or experience

Assigns: To appoint to a post or a duty. An assignment is the transfer of the right, title and interest in the property of one person to another. There are assignments of, among other things, mortgages, sales contracts, contracts for deed, leases and options.

Acknowledge: To recognize as genuine or valid; A formal declaration made before a duly authorized officer, usually a notary public, by a person who has signed a document; also, the document itself. An acknowledgment is designed to prevent forged and fraudulently induced documents from taking effect.

DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

This form does not constitute a contract for services nor an agreement to pay compensation.

In Nevada, a real estate licensee is required to provide a form setting forth the duties owed by the licensee to:

a) Each party for whom the licensee is acting as an agent in the real estate transaction, and

b) Each unrepresented party to the real estate transaction, if any.

Licensee: The licensee in the real estate transaction is _____

whose license number is _____. The licensee is acting for [client's name(s)] _____

_____ who is/are the ☐ Seller/Landlord; ☐ Buyer/Tenant.

Broker: The broker is _____, whose company is _____.

Are there additional licensees involved in this transaction? ☐ Yes ☐ No If yes, Supplemental form 525A is required.

Licensee's Duties Owed to All Parties:

A Nevada real estate licensee shall:

1. Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
2. Exercise reasonable skill and care with respect to all parties to the real estate transaction.
3. Disclose to each party to the real estate transaction as soon as practicable:
   a. Any material and relevant facts, data or information which licensee knows, or with reasonable care and diligence the licensee should know, about the property.
   b. Each source from which licensee will receive compensation.
4. Abide by all other duties, responsibilities and obligations required of the licensee in law or regulations.

Licensee's Duties Owed to the Client:

A Nevada real estate licensee shall:

1. Exercise reasonable skill and care to carry out the terms of the brokerage agreement and the licensee's duties in the brokerage agreement;
2. Not disclose, except to the licensee's broker, confidential information relating to a client for 1 year after the revocation or termination of the brokerage agreement, unless licensee is required to do so by court order or the client gives written permission;
3. Seek a sale, purchase, option, rental or lease of real property at the price and terms stated in the brokerage agreement or at a price acceptable to the client;
4. Present all offers made to, or by the client as soon as practicable, unless the client chooses to waive the duty of the licensee to present all offers and signs a waiver of the duty on a form prescribed by the Division;
5. Disclose to the client material facts of which the licensee has knowledge concerning the real estate transaction;
6. Advise the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee; and
7. Account to the client for all money and property the licensee receives in which the client may have an interest.

Duties Owed By a broker who assigns different licensees affiliated with the brokerage to separate parties.

Each licensee shall not disclose, except to the real estate broker, confidential information relating to client.

Licensee Acting for Both Parties:

The Licensee

MAY [_____/_____] **OR** **MAY NOT** [_____/_____]

in the future act for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest. Before a licensee may act for two or more parties, the licensee must give you a "Consent to Act" form to sign.

I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.

Seller/Landlord: _____ *Date*: _____ *Time*: _____

Seller/Landlord: _____ *Date*: _____ *Time*: _____

OR

Buyer/Tenant: _____ *Date*: _____ *Time*: _____

Buyer/Tenant: _____ *Date*: _____ *Time*: _____

EXCLUSIVE RIGHT TO SELL CONTRACT

The undersigned SELLER(s), _____,
and _____
hereby irrevocably GRANT(s) _____
the Broker, the EXCLUSIVE AUTHORIZATION and RIGHT TO SELL the real Property situated in or near the City of _____ County of _____, State of Nevada, described as _____
APN _____, for a period commencing, _____ and terminating midnight of _____.

TERMS OF SALE SELLER hereby employs Broker as exclusive Licensee to sell the described real Property, fixtures and personal property. SELLER hereby grants Broker the exclusive right to sell the same for the price of $ _____, on the following terms:
_____
_____
or at such price and terms as shall be acceptable to SELLER. Broker is herein authorized to accept a deposit for any part of the purchase price and hold it in trust or place it in an escrow established for the sale of the subject Property. Broker accepts such employment and agrees to use diligence in procuring a BUYER for the Property.

COMPENSATION TO BROKER NOTICE: The amount or rate of real estate commission is not fixed by law. The commission is set by each Broker individually and may be negotiable between the SELLER and Broker.
SELLER agrees to pay Broker as compensation for services rendered a fee of $ _____ or _____ percent of the selling price under the following:

1. [_____/_____] SELLER(s) acknowledge(s) that from total commission, Listing Broker will offer $ _____ or _____ percent of selling price as compensation to Selling Broker. **or**
2. The Property is sold, exchanged, or otherwise transferred during the term hereof, by SELLER, or through any other source, **or**
3. The Property is withdrawn from sale, transferred, conveyed, leased without the consent of Broker, or made unmarketable by SELLER's voluntary act during the term hereof or any extension thereof, **or**
4. A sale, exchange, or other transfer of the Property is made by SELLER within _____ days after the termination of this agreement or any extension thereof, to persons with whom Broker shall have negotiated during the term hereof provided that Broker shall have submitted a notice in writing to SELLER within _____ days of termination of this agreement or any extension thereof. The notice shall contain the name of the prospective BUYER(s), date(s) of negotiation and a brief summary of the negotiations. However, this provision shall not apply if, during the term of said protection period, a valid Exclusive Authorization and Right to Sell agreement is entered into with another licensed real estate Broker.

BROKER COOPERATION SELLER(s) understand(s) that Broker is a member of the Multiple Listing Service (MLS) and a member of the local Association of REALTORS®, and that this listing will be filed with said service within two (2) business days, after signing. SELLER agrees that all members of the Multiple Listing Service (MLS), and other Brokers, may act in association with Broker in procuring or attempting to procure a BUYER for the Property. In the event a sale or exchange shall be made or a BUYER procured by a member of the Multiple Listing Service (MLS) or another Broker other than Listing Broker, the terms of this agreement shall apply to such transaction, although payment for fee or compensation made hereunder shall be made by SELLER only to Listing Broker. Broker is authorized to cooperate with other Brokers in the marketing and sale or exchange of the Property. It is agreed that such Brokers may act as cooperating Brokers in procuring or attempting to procure a BUYER in accordance with this agreement. In the event of an exchange, Broker is hereby authorized to represent all parties and collect compensation from them, provided there is full disclosure to all principals.

SELLER'S OBLIGATIONS AND WARRANTIES

1. SELLER agrees to make available to Broker and prospective Buyers all data, records and documents pertaining to the Property.
2. [_____/_____] If the Property is located in a common-interest community, SELLER agrees to provide, at SELLERS expense, the common-interest community documents (Resale Package) as required by Nevada Revised Statutes (NRS). SELLER to order resale package within five (5) days of acceptance of the purchase agreement.
3. SELLER agrees to allow Broker, or any other Broker with whom Broker chooses to cooperate, to show the Property at reasonable times and upon reasonable notice.
4. SELLER agrees to commit no act which might tend to obstruct the Broker's performance hereunder.
5. In the event of a sale, SELLER will promptly, upon Broker's request, deposit in escrow all instruments necessary to complete the sale.
6. SELLER agrees to deliver an escrow instruction, irrevocably assigning Broker's compensation in an amount equal to the compensation provided above from SELLER's proceeds at close of sale.
7. Nevada law requires that property owners complete a SELLER'S REAL PROPERTY DISCLOSURE FORM for residential properties of four units or less. Broker is authorized to furnish copies to potential BUYER(s).
8. SELLER agrees to hold the Broker harmless from any liabilities or damages arising out of incorrect or undisclosed information with respect to the above described Seller's Real Property Disclosure Form. SELLER agrees to notify Broker expeditiously of any changes affecting the marketing of the Property.
9. The undersigned SELLER warrants recorded ownership of the Property or the authority to execute this agreement.
10. SELLER is aware that listing price includes water rights (if applicable), unless SELLER excludes by deed.
11. [_____/_____] I/we am not a foreign person.
    [_____/_____] I/we am a foreign person. The Foreign Investment and Real Property Tax Act requires a BUYER purchasing real property from a foreign person to withhold tax from the sale proceeds unless an exemption applies. SELLER agrees to provide Broker with a certification establishing that no federal income tax is required to be withheld under the act, or to consent to withholding of tax from the proceeds of sale as required, unless it is established that the transaction is exempt.

PROPERTY UNDER MANAGEMENT/LEASE

Property ❑ is ❑ is not under a Property Management Agreement.
Property ❑ is ❑ is not Tenant Occupied. If occupied, term of Lease: _____
SELLER shall be responsible to notify tenant that the Property is for sale. SELLER shall contact the Property Manager to make arrangements for termination or transfer of tenants' lease and disposition of security deposit. SELLER authorizes Listing Licensee to contact _____(Property Manager) with _____ (Management Company) at _____ (Contact Number). Property Manager has 30-days for reconciliation and disbursement of security deposits and Property is subject to Tenant Rights and/or Property Management Agreement.

SELLER'S INSTRUCTIONS AND AUTHORIZATIONS

1. SELLER authorizes Broker to place a "FOR SALE" sign upon the Property.
2. SELLER authorizes Broker to install an LOCKBOX upon the Property.
3. Evidence of merchantable title shall be in form of policy of title insurance issued by a responsible title company.
4. SELLER authorizes Broker to obtain loan information from _____ Loan # _____ and from _____ Loan #_____.
5. SELLER authorizes Broker to assist in scheduling work to repair or maintain the Property pursuant to NRS 624.031(11). SELLER acknowledges Broker will not receive any additional compensation for providing such assistance.
6. SELLER acknowledges any work scheduled by the Broker to repair or maintain the Property during the term of this Agreement must not exceed $10,000 or require a building permit.

PRESENTATION OF OFFERS SELLER understands that Broker is obligated to present all offers until the close of escrow. SELLER is advised to seek legal counsel prior to acceptance of a subsequent offer, unless the subsequent offer is contingent upon the termination of an existing contract.

EQUAL HOUSING OPPORTUNITY This Property is offered in compliance with federal, state and local antidiscrimination laws.

MUTUAL AGREEMENTS If suit is brought to collect the compensation or if Broker successfully defends any action brought against Broker by SELLER relating to this authorization or under any sales agreement relating to the Property, SELLER agrees to pay all costs incurred by Broker in connection with such action, including a reasonable attorney's fee.

[_____/_____] **SELLER(s):** Execution of this form confirms that the undersigned SELLER(s) has (have) executed concurrently herewith a Listing Data Input Form and, unless certified in writing, grant(s) consent to inclusion of the information thereon into the Multiple Listing Service. Further, SELLER(s) consent(s) to dissemination of the information through the Multiple Listing Service. The SELLER(s) acknowledge(s) and agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable data and information relating to the Property provided by the SELLER(s) to the Broker (the "Seller Listing Content"), or otherwise obtained or produced by the Broker in connection with this Agreement ("the Broker Listing Content"), and any changes to the Seller Listing Content or the Broker Listing Content, may be filed with one or more multiple listing services, including in compilations of listings, and otherwise distributed, publicly displayed and reproduced. SELLER hereby grants to Broker a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, and reproduce Seller Listing Content, to prepare derivative works of the Seller Listing Content, and to distribute the Seller Listing Content or any derivative works thereof. SELLER represents and warrants to Broker that the Seller Listing Content, and the license granted to Broker for the Seller Listing Content, does not violate or infringe upon the rights, including copyright rights, of any person or entity. SELLER acknowledges and agrees that as between SELLER and Broker, all Broker Listing Content is owned exclusively by the Broker, and SELLER has no right, title or interest in or to any Broker Listing Content.
SELLER further understands and acknowledges that the Multiple Listing Service will disseminate the Property's listing information to Internet sites as well as online providers and such sites are generally available to the public. Some of these websites may display an Automated Valuation Model to estimate the market value of the Property or provide a link to the estimate. In addition, some websites may include a Commentary/Review Section (or blog) where consumers may include comments about the Property or provide a link to such comments.

[_____/_____] Seller wishes the Broker to submit the Property's listing information for dissemination
Seller initial to Internet sites with NO RESTRICTIONS.

-OR-

Seller has the right to opt-out of any of the following by initialing the appropriate space(s):

[_____/_____] I/We have elected NOT to display the listed Property on ANY Internet site.
Seller initial

[_____/_____] I/We have elected to WITHHOLD the address of the listing Property from display on
Seller initial ANY Internet site

[_____/_____] I/We DO NOT want an Automated Valuation displayed or linked to the listed Property
Seller initial (consumers may be notified that this feature was disabled at the request of the seller.)

[_____/_____] I/We DO NOT want a Commentary/Review Section displayed or linked to the listed
Seller initial Property. (consumers may be notified that this feature was disabled at the request of the seller.)

SELLER understands and acknowledges that if opting out of display on any Internet site, consumers who conduct searches for listings on the Internet will not see information about this Property in response to their search.

Any future Status Change Reports which update, correct, extend or in any way change the information provided by the SELLER's (on the above-mentioned Listing Data Input Form, and are executed by the Seller's), constitute amendments not only to that Listing Data Input Form but to the terms of this Contract as well. Thus, such properly executed Status Change Reports may include, but are not limited to, amendments to the SELLER's selling price of the subject real Property and extensions of the duration of this Contract. Each such Status Change Report shall be attached to this Contract and its terms incorporated herein.

Property Address _____.

SELLER(s) [_____/_____] and Licensee [_____] have read this page.

PROFESSIONAL CONSULTATION ADVISORY A real estate Broker is qualified to advise on real estate. The SELLERS are advised to consult with appropriate professionals, including but not limited to, engineers, surveyors, appraisers, lawyers, CPAs, or other professionals, on specific topics, including but not limited to, legal, tax, water rights and other consequences of the sale of the Property.

CODE OF ETHICS Not all real estate licensees are REALTOR(S)®. A REALTOR® is a member of the National Association of REALTORS® and therefore subscribes to a higher ethical standard in the industry, the REALTOR® Code of Ethics. To receive a copy of the REALTOR® Code of Ethics, ask your real estate professional or the local Association of REALTORS®.

ADDITIONAL LISTING TERMS _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

If this property is a Short Sale or becomes a Short Sale, SELLER, is advised to consult appropriate professionals.

SELLER _____ Dated _____

SELLER _____ Dated _____

Address _____ Phone _____ Fax _____

City/State/Zip _____ Email _____

Listing Office _____ Phone _____ Fax _____

Address _____ Email _____

City/State/Zip _____

Licensee Name _____ Licensee Nevada License # _____

Licensee Signature _____ Dated _____

 Property Address _____.

EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL, EXCHANGE, OR LEASE BROKERAGE LISTING AGREEMENT (ER)

EQUAL HOUSING OPPORTUNITY

This is intended to be a legally binding contract. No Representation is made as to the legal or tax consequences of this contract. If you desire legal or tax advice, consult your attorney or tax advisor.

1. EXCLUSIVE RIGHT TO SELL:
I/We, _____ ("Seller") hereby employs and grants _____ (Company Name, herein after "Broker") the exclusive and irrevocable right, commencing on _____, and expires at 11:59 p.m. Pacific Time on _____, to sell, lease or exchange the Real Property located in the City of _____, County of _____, Nevada, APN#:_____commonly known as: _____ ("the Property").

2. TERMS OF SALE: The listing price shall be $ _____, with a suggested amount of an Earnest Money Deposit (EMD) of $ _____. Terms available:

Cash _____ CONV _____ FHA _____ Lease _____ VA _____ Lease Option _____
Owner Will Carry _____ Other _____
(Note: If the Property is offered for lease, then the term "Seller" used in this Agreement includes "Landlord" as applicable.)

Seller ___ **does -OR-** ___ **does not** authorize Broker to disclose the existence of multiple offers to purchase the property to potential buyers. **Seller(s) Initials** [_____] [_____]

3. PROPERTY OFFERED FOR SALE: The listing price noted above includes the Property and all improvements and fixtures permanently affixed and installed.

a. The following items of Personal Property are **included** in the above price and shall be conveyed unencumbered in escrow by a valid bill of sale: _____
_____
_____
_____

b. The following items of Personal Property are **excluded** from the above price and not included in the sale: _____
_____
_____

Seller intends that the above items be excluded or included in offering the Property for sale. Seller understands that the purchase agreement takes precedent over any intention identified above and will ultimately determine what items are included and excluded in the sale and that the Broker is not responsible for and does not guarantee that the above items will be in the purchase agreement.

c. Leased or Liened Items: The following items are leased or subject to a lien in securing payment:
_____Solar power system _____Alarm system _____Propane tank _____Water softener

___ Other:_____.

Seller will provide to Buyer, as a part of the purchase agreement, copies of lease documents, or other documents obligating Seller to pay for such leased or liened items.

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: _____/_____

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4. TITLE INSURANCE: Seller agrees to provide Buyer with an owner's policy of title insurance in the amount of the selling price.

5. COMPENSATION TO BROKER: Compensation is solely a matter of negotiation between Broker and Seller and is not fixed, suggested, controlled or recommended by GLVAR, MLS or any other person not a party to this Agreement. Seller agrees to pay Broker as compensation for services:

IF A SALE: _____ % of the gross selling price of the Property ☐ **AND** / ☐ **OR** $ _____ (flat fee amount). Seller acknowledges that Broker will offer _____% or $ _____ to the cooperating broker who is the procuring cause of the sale. Seller acknowledges that offers of cooperative compensation are between brokers and are not negotiable between the Seller and Buyer.

IF A LEASE: _____ % of the total rental agreed to be paid by lessee ☐ **AND** / ☐ **OR** $ _____ (flat fee amount). If leased, Broker agrees to pay _____% or $_____ to the cooperating broker who is the procuring cause of the lease. Seller acknowledges that offers of cooperative compensation are between brokers and are not negotiable between the Seller and Tenant.

Compensation shall be due:

a. if the Property is sold or leased by Broker, or through any other person including Seller, on the above terms or any other price and terms acceptable to Seller during the above time period or any extension of said time period;

b. if the Property is transferred, conveyed, leased, rented, or made unmarketable by a voluntary act of Seller without the consent of Broker, during the time period or any extension of said time period;

c. if within _____ calendar days of the final termination, including extensions, of this Agreement, the Property is sold, conveyed, or otherwise transferred to anyone with whom the Broker has had negotiations or to whom the Property was shown prior to the final termination. This section (c) shall not apply if Seller enters into a valid Brokerage Listing Agreement with another licensed real estate Broker after the final termination of this Exclusive Brokerage Listing Agreement.

d. In the event of an exchange, permission is hereby given to the Broker to represent such parties as Broker may deem appropriate and collect compensation from them provided that there is full disclosure to all parties. If completion of sale is prevented by default of Seller, or the refusal of Seller to accept an offer in accordance with the price and terms of this Agreement, then upon event, Broker is authorized to take any action reasonably necessary to collect said commission. If completion of sale is prevented by a party to the transaction other than Seller, Broker may collect its commission only if and when Seller collects damages by suit or otherwise, and then in an amount not less than one-half of the damages recovered, but not to exceed the above compensation after first deducting title expenses, escrow expenses and the expenses of collections if any.

e. Broker is authorized to cooperate and divide with other brokers the above compensation in any manner acceptable to Broker. Seller hereby irrevocably assigns to Broker the funds and proceeds of Seller in escrow equal to the above compensation. In the event any sum of money due under this Agreement remains unpaid for a period of thirty (30) days, such sum shall bear interest at the rate of (_____) percent per annum from the due date until paid.

6. DEPOSIT: Broker is authorized to accept on Seller's behalf a deposit to be applied toward purchase price or lease. Said deposit shall be held by: (SELECT ONE) ☐ Escrow **-OR-** ☐ Broker **-OR-** ☐ Other_____.

7. AGENCY RELATIONSHIP:

a. Broker warrants that he holds a current, valid Nevada real estate license. Broker shall act as the agent of the Seller and may also assign or designate a licensee of the Broker who shall act as the representative of the Seller in any resulting transaction.

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: _____/_____

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b. Depending upon the circumstances, it may be necessary or appropriate for the designated licensee to act as agent for both Seller and Buyer, exchange parties, or one or more additional parties. If applicable, Broker and the designated licensee shall disclose to Seller any election to act as an agent representing more than one party and obtain the written Consent To Act Form signed by all parties to the transaction.

c. Broker may also have licensees in its company who are agents of the Buyer who may show and negotiate an offer to purchase Seller's Property. In this event, the licensees who represent the Buyer will only represent the Buyer in the transaction with all duties owed to the Buyer and not the Seller. This, therefore, does not require a Consent To Act Form.

8. REQUIRED DISCLOSURES:

a. Unless exempt under NRS chapter 113, Seller shall truthfully complete and sign a Seller's Real Property Disclosure Statement concerning the condition of the Property. Seller shall update the Seller's Real Property Disclosure as necessary.

b. If the Property is or has been the subject of a construction defect claim, whether litigated or not, Seller shall provide the disclosure required by NRS 40.688.

c. If the Property was built prior to 1978, Seller shall complete the Disclosure of Information on Lead-Based Paint Hazards in accordance with Federal Regulations.

d. Seller acknowledges receipt of the Residential Disclosure Guide: **Seller(s) Initials** [_____] [_____]

9. INDEMNIFICATION: Seller agrees to save, defend, and hold Broker, GLVAR, and the MLS harmless from all claims, disputes, litigation, and/or judgments arising from (i) any misrepresentation, breach of warranty or breach of a promise by Seller in this Listing Agreement (ii) any incorrect information supplied by Seller, (iii) any facts concerning the Property not disclosed by Seller, including any facts known to Seller relating to adverse conditions or latent defects, (iv) the use of a keybox, or (v) any injury or damage to persons or property in connection with the marketing or showing of the Property. This indemnification shall survive Broker's performance and any transfer of title.

10. FAIR HOUSING: Broker shall offer the Property for sale or lease without regard to race, color, religion, sex, national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or handicap and any other current requirements of federal or state fair housing laws.

11. COMMON INTEREST COMMUNITY: The Property _____ **is –OR–** _____**is not** located within a Common Interest Community (CIC). If yes, please complete the following:

Name of CIC(s): _____
Telephone: _____ Dues: $_____ payable _____ **monthly -OR-** _____ **quarterly**
Seller _____ **is –OR-** _____**is not** current on all dues and assessments.
Name of CIC(s): _____
Telephone: _____ Dues: $_____ payable _____ **monthly -OR-** _____ **quarterly**
Seller _____ **is –OR-** _____**is not** current on all dues and assessments.
Name of CIC(s): _____
Telephone: _____ Dues: $_____ payable _____ **monthly -OR-** _____ **quarterly**
Seller _____ **is –OR-** _____**is not** current on all dues and assessments.

If the Property is located within a CIC, Seller acknowledges and agrees to obtain (at Seller's own expense as required by NRS 116.4109) and/or provide the information required by NRS 116.4109 and 116.41095 to Broker for delivery to Buyer.

12. SPECIAL ASSESSMENTS: The Property _____ **is –OR–** _____**is not** subject to special government assessments, such as SID and LID. (For information please go to: www.amgnv.com)

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: _____/_____

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If yes, please complete the following:

Balance remaining: $_____
Payment amount: $ _____
Payment Due: select one (1) Monthly ____ Quarterly ____ Semi Annually ____ Annually ____

13. KEYBOX: Seller ___ **does -OR-** ___ **does not** authorize Broker to install a keybox (____ **electronic -OR-** _____ **mechanical)** in connection with the showing of the Property. A mechanical keybox is a combination-type box that can be opened by anyone who has access to the combination/code. The MLS requires that a valid working code for a mechanical keybox be included in the listing for ease of showing. The code is a confidential field that is not intended to be available to the public. Seller acknowledges that they have been advised that:

a. The purpose and function of the keybox is to permit access to the interior of the Property by all members of GLVAR's MLS as well as any licensed professionals necessary to facilitate the sale of the Property;
b. Seller should safeguard Personal Property and valuables located within the Property;
c. It is not a requirement of the GLVAR's MLS for a Seller to allow the use of a keybox;
d. Where a tenant occupies the Property, the tenant's consent is also required, which shall be obtained by the Seller or his/her Property Manager;
e. Seller ___ **does -OR-** ___ **does not** authorize Broker to issue "One Day Codes" to access the electronic keybox installed on the property. A "One Day Code" is an electronic means to allow access to the keybox key compartment. Broker shall only issue such codes to licensed professionals. Broker further agrees to use all reasonable means to verify the identity of said licensed professionals.
f. Owner acknowledges that GLVAR, the MLS, Broker or its Listing Agent is not insuring owner or occupant against theft, loss or vandalism resulting from such access. Owner is responsible for taking such steps as may be necessary to secure and protect the Property during any time that a keybox is being used and obtaining appropriate insurance.

14. RENT/LEASE: The Property _____ **is -OR-** _____**is not** currently occupied by a Tenant. The Property _____ **is -OR-** _____ **is not** subject to a management agreement with: (name of Property Manager and phone number):_____. Seller agrees to not rent or lease the Property during the term of this Agreement without fourteen (14) days prior written notice to Broker.

15. TAX WITHHOLDING: Seller agrees to perform any act reasonably necessary to carry out the provisions of the Foreign Investment in Real Property Tax Act (FIRPTA). If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and deliver to ESCROW HOLDER a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation; or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Additional information for determining status may be found at www.irs.gov. Seller understands that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by ESCROW HOLDER in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW HOLDER the necessary documents, to be provided by the ESCROW HOLDER, to determine if withholding is required (see 26 USC Section 1445).

FIRPTA DECLARATION: Seller declares that he/she
___ **is not –OR–**
___ **is** a foreign person therefore subjecting this transaction to FIRPTA withholding.
Seller Initials [_____] [_____]

16. MEDIATION: The Broker and Seller agree to negotiate in good faith in an effort to resolve any dispute related to this Listing Agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: _____/_____

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dispute will be submitted to mediation. The parties to the dispute will mediate at GLVAR in accordance with the standards of practice of the National Association of REALTORS® and GLVAR's rules of procedure or a mediator mutually agreed upon by the parties. Mediation fees, if any, shall be divided equally among the parties involved. By initialing below, the parties confirm that they have read and understand this section and voluntarily agree to the provisions thereof. **Seller(s) Initials [_____] [_____] Broker Initials [_____] [_____]**

17. MULTIPLE LISTING SERVICE (MLS): Broker is a participant of THE GREATER LAS VEGAS ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service (MLS), and listing information about the Property will be provided to the MLS to be published and disseminated to its Participants and Subscribers in accordance with its Rules and Regulations and Sections 18, 19, 20 and 22 herein, unless Seller selects the Office Exclusive option in Section 21 and signs the Office Exclusive Form. Broker is authorized to cooperate with other real estate Brokers, and to report the sale, its price, terms and financing for the publication, dissemination information and use by authorized Association members, MLS Participants and Subscribers.

18. MARKETING AND ADVERTISING: Seller acknowledges that, unless Seller signs photo exclusion, photographs of the Property may be taken for publication in the MLS computer system. Subject to Section 20, Seller agrees that the Property may be advertised in any and all formats of media including but not limited to electronic and print advertising. Should Seller provide photographs of the Property, Seller warranties and represents that Seller has the ownership rights to said photographs and by providing said photographs irrevocably assigns any and all ownership rights to the Broker. Seller further acknowledges that once images are placed on the Internet, neither the Broker nor the Seller have control over who can view such images and what use viewers may make of the images or how long such images may remain on the internet.

Seller acknowledges that prospective buyers and/or other persons coming on to the property may take photographs, video and/or other images of the property. Seller understands that Broker does not have the ability to control or block the taking of and use of images by such persons. Once the images are taken and or put into electronic display on the Internet or otherwise published neither the Broker nor the Seller has control over how such images are used.

Seller ___ **does -OR-** ___ **does not** authorize Broker to commence public marketing and advertising activities. **Seller(s) Initials [_____] [_____]**

19. SIGN: Seller ___ **does -OR-** ___ **does not** authorize Broker to install a FOR SALE/LEASE sign on the Property. **(Seller may only authorize a sign if Seller has authorized marketing/advertising in Section 18.)**

20. SELLER OPT OUTS: Seller further understands and acknowledges that MLS will disseminate the Property's listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet sites, as well as other online providers, and that such sites are generally available to the public. Some, but not all, of these websites may include a commentary section where consumers may include reviews and comments about the Property in immediate conjunction with the listing (blogging), or provide a link to the comments. In addition, some, but not all, of these websites may display an automated estimate of the market value of the Property in immediate conjunction with the listing, or provide a link to the estimate. Seller can instruct Broker to have the MLS not display the property on the Internet. Seller also can instruct the MLS to not display the Property address on the Internet. Seller understands that these opt outs would mean consumers searching for listings on the Internet may not see the Property or the Property's address in response to their search.

Seller may opt-out of any of the following features by initialing the appropriate space(s) below:

a. _____ _____ I/we have advised the Broker that I/we **DO NOT** want a **commentary section** displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the seller).

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: _____/_____

b._____ _____ I/we have advised the Broker that I/we **DO NOT** want an **automated estimate of value** displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the seller). *Please note that this automated estimate of value restriction applies to VOW offices only. Virtual Office Websites ("VOWs") are Internet sites operated by MLS Participant Brokers through which they establish relationships and work with clients and customers in cyberspace in ways similar to how real estate professionals interact with clients and customers in a "brick and mortar" environment. This restriction does not apply to automated estimates of value created by non-MLS Participant websites.

—OR—

_____ _____ Seller does **NOT** opt out of any of the above.

21. OFFICE EXCLUSIVE: Seller does not authorize Broker to disseminate listing information about the Property via GLVAR MLS, however Seller acknowledges and agrees that Broker will file the fully executed Office Exclusive Form with GLVAR MLS in accordance with GLVAR MLS Rules and Regulations. Further, Seller acknowledges and agrees that if there is any Public Marketing of an Office Exclusive listing, then Broker must submit the listing to GLVAR MLS for dissmenation to its participants within one (1) business day of the Public Marketing. Public Marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.
Seller ___ **does -OR-** ___ **does NOT** select an Office Exclusive listing. **(Seller may not select this option if Seller has authorized marketing/advertising in Section 18.)**
Seller(s) Initials [_____] [_____]

22. USE OF LISTING CONTENT: Seller acknowledges and agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property provided by Seller to Broker or Broker's agent (the "Broker Listing Content") and any changes thereto, may be filed with MLS, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced in any medium. Seller hereby grants to Broker a non-exclusive, irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display, and reproduce the Broker Listing Content, to prepare derivative works of the Broker Listing Content, and to distribute the Broker Listing Content or any derivative works thereof in any medium. This non-exclusive license shall survive the termination of this Agreement for any reason whatever. Seller represents and warrants to Broker that the Broker Listing Content, and the license granted to Broker for the Broker Listing Content, do not violate or infringe upon the rights, including any copyright rights, of any person or entity. Seller acknowledges and agrees that as between Seller and Broker, all Broker Listing Content is owned exclusively by Broker, and Seller has no right, title or interest in or to any Broker Listing Content.

23. NEVADA LAW: This Agreement is executed and intended to be performed in the State of Nevada, and the laws of Nevada shall govern its interpretation and effect. The parties agree that the State of Nevada, and the county in which the Property is located, is the appropriate judicial forum for any litigation, related to this Agreement.

24. ENTIRE CONTRACT: All prior negotiations and agreements between the parties are incorporated in this Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final, complete, and exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum, or modification, including any photocopy or facsimile, may be executed in two or more counterparts, all of which shall constitute one and the same writing. The terms of this Agreement may not be amended, modified or altered except through a written agreement signed by all of the parties hereto. **The parties agree that an MLS Change Order signed by Broker and Seller shall act as a valid written addendum to this Agreement.**

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: _____/_____

25. PARTIAL INVALIDITY: In the event that any provision of this Agreement shall be held to be invalid or unenforceable, such ruling shall not affect the validity or enforceability of the remainder of the Agreement in any respect whatsoever.

26. ATTORNEY'S FEES: In the event suit is brought by either party to enforce this Agreement, the prevailing party is entitled to court costs and reasonable attorney's fees. If Broker hires an attorney to enforce the collection of any commission payable pursuant to this Listing Agreement and is successful in collecting some or all of such commission without commencing any action or proceeding, Seller agrees to pay such broker's reasonable attorneys' fees and costs and Seller agrees to pay interest at the legal rate on all compensation and other amounts owned or due to Broker from the time due until paid in full.

27: DAMAGES CAP Notwithstanding any provision to the contrary contained in this Agreement, if Broker shall be liable to Seller for any matter arising from this Agreement, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise (including any action or claim arising from an act or omission, negligent or otherwise, of the liable party) the maximum aggregate liability of Broker to Seller under this agreement shall not exceed the aggregate commission amount that has been paid by Seller to Broker.

28. WARRANTY OF OWNERSHIP: Seller warrants that Seller is the sole owner of the Property or has the authority to execute this Agreement. By signing below Seller acknowledges that Seller has read and understands this Agreement and agrees to the terms thereof.

29. FORECLOSURE: Seller understands that failure to make loan payments may result in foreclosure of the Property by a mortgage holder and/or lien holder. Information regarding the foreclosure or litigation status of a property is available from the County Recorder where the Property is located. Seller represents that at the time of this listing (complete parts a and b):

a. A Notice of Default (Breach) and Election to Sell ☐ **has not –OR–** ☐ **has (date:**_____) been recorded against the Property. **If a Notice of Default has not been recorded against the Property as of the date of this Agreement, Seller agrees to notify Broker within five (5) business days of receipt of such a notice.** Seller understands that the recording of a Notice of Default begins a statutory foreclosure period, which varies in duration. At the end of the foreclosure period, the Property typically will be sold at a Trustee's Sale (foreclosure sale) and Seller will lose all rights and interest in the Property.

b. Seller ☐ **has not –OR–** ☐ **has (date:**_____) been served with a Summons and Complaint from Lender seeking to foreclose the property in court. The Parties understand that the filing and service of a Summons and Complaint begins a judicial foreclosure process which varies in duration, and which may result in a judgment against Seller. The judgment will typically be enforced through a foreclosure sale conducted by the Sheriff for the county where the Property is located and Seller will lose all rights and interest in the Property.

c. Seller understands that if the Property is not sold to a buyer before a foreclosure sale of the Property, Seller will lose all rights and interest in the Property. Seller understands that Broker cannot stop a foreclosure. **Seller(s) Initials [_____] [_____]**

30. SIGNATURES: This Agreement may be signed by the parties manually or electronically (digitally) and on more than one copy, which, when taken together, each signed copy shall be read as one complete form. Facsimile signatures may be accepted as original.

31. RECOMMENDATIONS: If Broker recommends a builder, contractor, escrow company, title company, pest control service, appraiser, lender, home inspection company or home warranty company or any other person or entity to Seller for any purpose, said recommendation shall be independently investigated and evaluated by Seller, who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity recommended by Broker will be based solely upon such independent investigation.

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: _____/_____

32. DEFAULT: If Seller materially breaches this Listing, Seller is in default and will be liable to Broker for the amount of the Broker's fee specified in Section 5 and any other fees Broker is entitled to receive under this Agreement. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing Price will be the sales price for purposes of computing Broker's fee. If Broker breaches this Agreement, Broker is in default and Seller may exercise any remedy at law.

33. BINDING EFFECT: Seller's obligation to pay Broker an earned fee is binding upon Seller and Seller's heirs, administrators, executors, successors and permitted assignees.

34. JOINT AND SEVERAL: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.

35. TIME OF ESSENCE: Time is of the essence of this Agreement and each of its terms.

36. 1031 EXCHANGE: The Seller ___ does or ___ does not intend to perform an IRC Section 1031 tax deferred exchange. If yes, Broker is aware and acknowledges that Seller intends to perform an IRC Section 1031 tax deferred exchange. Broker will cooperate in such an exchange and Seller agrees to hold Broker harmless from any and all claims, costs, liabilities or delays in time resulting from such an exchange.

ADDITIONAL TERMS:

_____

_____

_____

THE PRE-PRINTED PORTION OF THIS AGREEMENT HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. FOR LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.

By signing below, Seller consents to receive transmissions sent from Broker to the e-mail address(es) set forth. Seller agrees to keep Broker advised of his/her address and telephone number (or a number where they may be reached within 24 hours) at all times during the term of this Agreement.

SELLER:

Date _____ Time _____ : _____ ☐ AM ☐ PM

Seller's Signature _____ Seller's Signature _____

Printed Name: _____ Printed Name: _____

Address _____ City _____ State _____ Zip _____

Telephone _____ E-Mail _____

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: _____/_____

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BROKER:

Company _____

Address _____ City _____ State _____ Zip _____

Telephone _____ FAX _____ E-Mail _____

Designated Licensee Signature _____ License No. _____

Printed Name: _____ Licensee's Telephone: _____

Broker's Signature _____ License No. _____

Printed Name: _____ Date _____ Time: _____ : _____ ☐ AM ☐ PM

AN EXCLUSIVE BROKERAGE AGREEMENT MUST BE SIGNED BY THE BROKER TO BE VALID

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: _____/_____

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WHAT EVERYONE SHOULD KNOW ABOUT EQUAL OPPORTUNITY IN HOUSING

The sale and purchase of a home is one of the most significant events that any person will experience in their lifetime. It is more than the simple purchase of housing, for it includes the hopes, dreams, aspirations, and economic destiny of those involved.

THE LAW - Civil Rights Act of 1866

The Civil Rights Act of 1866 prohibits all racial discrimination in the sale or rental of property.

Fair Housing Act

The Fair Housing Act declares a national policy of fair housing throughout the United States. The law makes illegal any discrimination in the sale, lease or rental of housing, or making housing otherwise unavailable, because of race, color, religion, sex, handicap, familial status, or national origin.

Americans with Disabilities Act

Title III of the Americans with Disabilities Act prohibits discrimination against the disabled in places of public accommodations and commercial facilities.

Equal Credit Opportunity Act

The Equal Credit Opportunity Act makes discrimination unlawful with respect to any aspect of a credit application on the basis of race, color, religion, national origin, sex, marital status, age or because all or part of the applicant's income derives from any public assistance program.

State and Local Laws

State and Local laws often provide broader coverage and prohibit discrimination based on additional classes not covered by federal law.

THE RESPONSIBILITIES

The home seller, the home seeker, and the real estate professional all have rights and responsibilities under the law.

For the Home Seller

You should know that as a home seller or landlord you have a responsibility and a requirement under the law not to discriminate in the sale, rental and financing of property on the basis of race, color, religion, sex, handicap, familial status, or national origin. You cannot instruct the licensed broker or salesperson acting as your agent to convey for you any limitations in the sale or rental, because the real estate professional is also bound by law not to discriminate. Under the law, a home seller or landlord cannot establish discriminatory terms or conditions in the purchase or rental, deny that housing is available or advertise that the property is available only to persons of a certain race, color, religion, sex, handicap, familial status, or national origin.

For the Home Seeker

You have the right to expect that housing will be available to you without discrimination or other limitation based on race, color, religion, sex, handicap, familial status, or national origin.

This includes the right to expect:

- housing in your price range made available to you without discrimination
- equal professional service
- the opportunity to consider a broad range of housing choices
- no discriminatory limitations on communities or locations of housing
- no discrimination in the financing, appraising or insuring of housing
- reasonable accommodations in rules, practices and procedures for persons with disabilities
- non-discriminatory terms and conditions for the sale, rental, financing, or insuring of a dwelling
- to be free from harassment or intimidation for exercising your fair housing rights.

Seller(s) Initials

FOR THE Real Estate Professional

As a home seller or home seeker, you should know that the term REALTOR® identifies a licensed professional in real estate who is a member of the NATIONAL ASSOCIATION OF REALTORS®. Not all licensed real estate brokers and salespersons are members of the National Association, and only those who are can identify themselves as REALTOR®. They conduct their business and activities in accordance with a strict Code of Ethics. As agents in a real estate transaction, licensed brokers or salespersons are prohibited by law from discriminating on the basis of race, color, religion, sex, handicap, familial status, or national origin. A request from the home seller or landlord to act in a discriminatory manner in the sale, lease or rental cannot legally be fulfilled by the real estate professional.

DEED AND PROPERTY COVENANTS OR RESTRICTIONS OF RECORD

During the history of our country, some persons have placed restrictions on property based on race, color, religion, sex, handicap, familial status, or national origin. Generally, these restrictions are void and unenforceable, with limited exceptions for particular types of religious housing and housing for older persons. The publication of these void restrictions may convey a message that the restrictions continue to be valid. Any time a sales associate or broker is asked to provide a copy of the covenants or restrictions of record relating to the use of a property the following message should be included:

These documents may contain restrictions or covenants based on race, color, religion, sex, handicap, familial status, or national origin. Such restrictions or covenants generally are void and unenforceable as violations of fair housing laws.

Be assured that all property is marketed and made available without discrimination based on race, color, religion, sex, handicap, familial status, or national origin. Should you have any questions regarding such restrictions, please contact your attorney.

THE EQUAL OPPORTUNITY PROGRAM

The NATIONAL ASSOCIATION OF REALTORS® has developed a Fair Housing Program to provide resources and guidance to REALTORS® in ensuring equal professional services for all people.

The Code of Ethics

Article 10 of the NATIONAL ASSOCIATION OF REALTORS® Code of Ethics requires that "REALTORS® shall not deny equal professional services to any person for reasons of race, color, religion, sex, handicap, familial status, or national origin. REALTORS® shall not be a party to any plan or agreement to discriminate against a person or persons on the basis of race, color, religion, sex, handicap, familial status, or national origin."

A REALTOR® pledges to conduct business in keeping with the spirit and letter of the Code of Ethics. Article 10 imposes obligations upon REALTORS® and is also a firm statement of support for equal opportunity in housing.

Fair Housing Partnership

The Fair Housing Partnership negotiated with the U.S. Department of Housing and Urban Development (HUD) outlines a program of voluntary compliance. REALTORS® voluntarily participate in activities and program to acquaint the community with the availability of equal housing opportunity, to establish office procedures to ensure that there is no denial of equal professional service, to make materials available which will explain this commitment, and to work with other groups within the community to identify and remove barriers to fair housing.

FURTHER ASSISTANCE

Local Boards of REALTORS® will accept complaints alleging violations of the Code of Ethics filed by a homeseeker who alleges discriminatory treatment in the availability, purchase or rental of housing. Local Boards of REALTORS® have a responsibility to enforce the Code of Ethics through professional standards procedures and corrective action in cases where a violation of the Code of Ethics is proven to have occurred.

Complaints alleging discrimination in housing may be filed with the nearest office of the Department of Housing and Urban Development (HUD), or by calling HUD's Discrimination Hotline at 1-800-669-9777, 1-800-290-1617 (TYY). For information and publications on fair housing, call HUD's Fair Housing Information Clearinghouse at 1-800-343-3442.

InstanetFORMS

Residential Listing Input Form

LISTING # _____

Northern Nevada Regional MLS

TYPE OF PROPERTY ☐ Site/Stick Built ☐ Condo/Townhouse ☐ Manuf/Modular ☐ Shared Ownership

LISTING DATE_____ **EXPIRATION DATE** _____

Agent Name_____ 2nd Agent _____

Office _____ 2nd Office _____

Agent email_____ 2nd Agent email _____

Contact Name_____ **Phone** _____

SHOWING INSTRUCTIONS: ☐Listing Agent ☐Listing Office ☐Owner ☐Tenant ☐Lockbox Direct ☐Lockbox/Call 1st ☐Drive By ☐ShowingAssist ☐Showing Service (Other than ShowingAssist)

To Show, please contact: _____
(This field is alpha/numeric. Enter the name and exact phone number or email address that members should use to schedule a showing)

Price $_____ **CommBB** ☐$ ☐ % _____ (amount) **Variable Rate** ☐ Y ☐ N **Sliding Scale** ☐ Y ☐ N

Area [ ] **Address #**_____ **Direction** [ ] **Street** _____ **Unit #**_____

City [ ] **State** [ ] **Zip** _____ **County** [ ]

Xstreet/Directions_____ **Parcel #**_____ (No dashes or spaces) **Acreage**_____

Water Rights ☐ Y ☐ N **Taxes $**_____ **Assessment $**_____

SALE/LEASE
- ☐ For Sale
- ☐ For Lease Option
- ☐ For Sale or Lease Option
- ☐ For Auction

LISTING TYPE
- ☐ Exclusive Right
- ☐ Exclusive Agency
- ☐ Exclusive Right with Reservations

SPECIAL CONDITIONS OF SALE
- ☐ None
- ☐ Auction
- ☐ REO
- ☐ REO-Auction
- ☐ Short Sale
- ☐ Short Sale-Auction
- ☐ Subject to Court Approval
- ☐ Relocation
- ☐ Yes-Other

HUD ☐ Y ☐ N
LIMITED SERVICE LISTING ☐ Y ☐ N
COMMON INTEREST OWNERSHIP ☐ Y ☐ N
ATTACHED/COMMON WALL ☐ Y ☐ N

Schools (Verify with District) **Elementary** [ ] **Middle** [ ] **High** [ ]

Bedrooms # [ ] **Baths # Full or 3/4** [ ] **Baths # Half** [ ] **#Garage** [ ] **#Carport** [ ]

Stories [ ] **Total Living Space** _____ **Source of Sq. Ft.** ☐ Owner ☐ Assessor ☐ Appraiser ☐ Agent ☐ Plans

Year Built _____ **Zoning (Actual)** _____ **Source of Zoning:** ☐ Owner ☐ Assessor ☐ Appraiser ☐ City

CC/R RESTRICTIONS ☐ Yes ☐ No **HORSES OKAY:** ☐ Yes ☐ No **IPES** _____ **COVERAGE** _____
IPES/Coverage apply to Lake Tahoe properties only

POSSESSION
- ☐ COE
- ☐ Negotiable
- ☐ Subject to Tenants
- ☐ Seller Requires Rent Back

OCCUPIED BY
- ☐ Owner
- ☐ Tenant
- ☐ Vacant
- ☐ Under Construction

CONSTRUCTION
- ☐ Frame
- ☐ Masonry
- ☐ Rock
- ☐ Log
- ☐ 2x6 Exterior
- ☐ Manuf/converted
- ☐ Manuf/not converted
- ☐ Manuf/conv. in escrow
- ☐ Modular
- ☐ Insulated Concrete Forms
- ☐ Low VOC Products
- ☐ Alternative Materials

HOMEOWNERS ASSOCIATION INFORMATION (If YES, Fees, Name, and Phone are Required)

HOA: ☐ Yes ☐ No **ASSOC. FEE $** _____ **MONTHLY, QUARTERLY, ANNUALLY** [ ]

ASSOC. TRANS FEE $ _____ **SETUP FEE $** _____ **OTHER FEE $** _____

HOA/MGT Co. Name & Phone: _____

CONDO ONLY

UNIT LEVEL
- ☐ 1. Ground Floor
- ☐ 2. Mid Level
- ☐ 3. Top Floor

UNCONVERTED MANUFACTURED HOUSING ONLY

HUD# _____
Serial# _____
Pers. Prop. Taxes $_____

SKIRTING	WIDTH
☐ 1. None	☐ 1. Single
☐ 2. Full	☐ 2. Double
☐ 3. Part	☐ 3. Triple

FEATURES CHECK ALL THAT APPLY

B. HOA AMENITIES
- ☐ 1. No Amenities
- ☐ 2. Add'l Parking
- ☐ 3. Adult Living Certified 55+
- ☐ 4. Air Strip Access
- ☐ 5. Beach
- ☐ 6. Boat Launch
- ☐ 7. Buoy
- ☐ 8. Carport
- ☐ 9. Club Hs/Rec Rm
- ☐ 10. Com. Area Maint.
- ☐ 11. Dock
- ☐ 12. Equestrian
- ☐ 13. Exterior Maint.
- ☐ 14. Garage
- ☐ 15. Gates/Fences
- ☐ 16. Golf
- ☐ 17. Gym
- ☐ 18. Insured Structure
- ☐ 19. Landsc. Maint. Full
- ☐ 20. Landsc. Maint. Part
- ☐ 21. Life Guard
- ☐ 22. Marina
- ☐ 23. Nordic Trails
- ☐ 24. On-site Mgt.
- ☐ 25. Pier
- ☐ 26. Pool
- ☐ 27. Racquetball
- ☐ 28. Sauna
- ☐ 29. Security
- ☐ 30. Security Gates
- ☐ 31. Shuttle Service
- ☐ 32. Ski Area
- ☐ 33. Snow Removal
- ☐ 34. Spa/Hot Tub
- ☐ 35. Storage
- ☐ 36. Tennis
- ☐ 37. Full Utilities
- ☐ 38. Partial Utilities

ZD. OWNER(S) MAY SELL
- ☐ 1. Conventional
- ☐ 2. FHA
- ☐ 3. VA
- ☐ 4. Owner Carry 1st
- ☐ 5. Owner Carry 2nd
- ☐ 6. Cash
- ☐ 7. Exchange/1031
- ☐ 8. Lease Option

Agent _____ (initial) **Seller** _____ (initial) **Seller** _____ (initial)

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InstanetFORMS

Residential Listing Input Form

Northern Nevada Regional MLS

FEATURES continued
CHECK ALL THAT APPLY

A. GARAGE TYPES
- ☐ 1. None
- ☐ 2. Attached
- ☐ 3. Detached
- ☐ 4. Under
- ☐ 5. Both Att & Det
- ☐ 6. Tandem
- ☐ 7. Carport
- ☐ 8. Designated Parking
- ☐ 9. Common
- ☐ 10. Garage Opener(s)
- ☐ 11. Opener Control(s)
- ☐ 12. RV Access/Parking
- ☐ 13. RV Garage
- ☐ 14. Heated Driveway

C. ADJOINS
- ☐ 1. Golf Course
- ☐ 2. Greenbelt
- ☐ 3. Lake
- ☐ 4. Creek/Stream
- ☐ 5. Forest
- ☐ 6. BLM/BIA
- ☐ 7. Street
- ☐ 8. Undeveloped Acr.
- ☐ 9. Common Area
- ☐ 10. Split Lake Front
- ☐ 11. Air Strip
- ☐ 12. River

D. VIEW (OPTIONAL)
- ☐ 1. Yes
- ☐ 2. Mountain
- ☐ 3. Lake
- ☐ 4. Golf Course
- ☐ 5. City
- ☐ 6. Park
- ☐ 7. Valley
- ☐ 8. Desert
- ☐ 9. River
- ☐ 10. Greenbelt
- ☐ 11. Trees
- ☐ 12. Creek
- ☐ 13. Wooded
- ☐ 14. Filtered Lake View
- ☐ 15. Peek View
- ☐ 16. Year Round Stream
- ☐ 17. Ski Resort
- ☐ 18. Meadow

E. PERSONAL PROPERTY INCLUDED
- ☐ 1. None
- ☐ 18. Furnishings
- ☐ 15. Spa/Hot Tub
- ☐ 22. Storage Shed
- ☐ 23. Above Ground Pool

EA. APPLIANCES INCLUDED AS PERSONAL PROPERTY
- ☐ 1. None
- ☐ 2. Gas Range/Oven
- ☐ 3. Electric Range/Oven
- ☐ 4. Refrigerator in Kitchen
- ☐ 5. Refrigerator in Other rm
- ☐ 6. Portable Dishwasher
- ☐ 7. Portable Microwave
- ☐ 8. Washer
- ☐ 9. Dryer

EB. INTERIOR FIXTURES
- ☐ 1. None
- ☐ 2. Central Vacuum
- ☐ 3. Humidifier
- ☐ 5. Water Softener Owned
- ☐ 6. Water Softener Rented
- ☐ 7. Intercomm
- ☐ 8. Smoke Detector(s)
- ☐ 9. Security System Owned
- ☐ 10. Security System Rented
- ☐ 11. Fire Sprinklers
- ☐ 12. Drapes/Curtains
- ☐ 13. Blinds/Shades
- ☐ 14. Rods/Hardware
- ☐ 15. Filter System-Water
- ☐ 16. Filter System-Air

F. LIVING ROOM
- ☐ 1. None
- ☐ 2. Separate/Formal
- ☐ 3. Combo/Fam. Room
- ☐ 4. Great Room
- ☐ 5. Fireplace/Woodstove/Pellet
- ☐ 6. High Ceiling
- ☐ 7. Ceiling Fan
- ☐ 8. Combo/Dining Room

G. DINING ROOM
- ☐ 1. Separate/Formal
- ☐ 2. Kitchen Combo
- ☐ 3. Living Room Combo
- ☐ 4. Family Room Combo
- ☐ 5. Great Room
- ☐ 6. Fireplace/Woodstove/Pellet
- ☐ 7. High Ceiling
- ☐ 8. Ceiling Fan
- ☐ 9. No Dining Room

H. FAMILY ROOM
- ☐ 1. None
- ☐ 2. Separate
- ☐ 3. Combo/Living Room
- ☐ 4. Great Room
- ☐ 5. Fireplace/Woodstove/Pellet
- ☐ 6. High Ceiling
- ☐ 7 Ceiling Fan

I. KITCHEN
- ☐ 3. Single Oven Built in
- ☐ 4. Double Oven Built in
- ☐ 6. Built-in Dishwasher
- ☐ 7. Garbage Disposal
- ☐ 8. Microwave Built in
- ☐ 9. Trash Compactor
- ☐ 10. Island
- ☐ 11. Pantry
- ☐ 12. Breakfast Bar
- ☐ 13. Breakfast Nook
- ☐ 15. CookTop - Gas
- ☐ 15. CookTop - Electric
- ☐ 99. None of the Above
- ☐ 98. No Fixtures/No Kitchen

J. MASTER BDRM
- ☐ 1. None
- ☐ 2. Walk-In Closet
- ☐ 3. Fireplace/Woodstove/Pellet
- ☐ 4. High Ceiling
- ☐ 5. Ceiling Fan
- ☐ 6. Double Sinks
- ☐ 7. Shower Stall
- ☐ 8. Tub/Shower Combo
- ☐ 9. Bathtub
- ☐ 10. Garden Tub
- ☐ 11. Jetted Tub
- ☐ 12. On Main Floor
- ☐ 13. 2nd Master Bdrm (or more)

K. LAUNDRY AREA
- ☐ 1. None
- ☐ 2. Yes
- ☐ 3. Hall Closet
- ☐ 4. Kitchen
- ☐ 5. Garage
- ☐ 6. Bathroom Combo
- ☐ 7. Laundry Room
- ☐ 8. Laundry Sink
- ☐ 9. Cabinets
- ☐ 10. Shelves
- ☐ 11. Common

L. OTHER ROOMS
- ☐ 1. None
- ☐ 2. Yes
- ☐ 3. Office/Den (not incl. in bdrms)
- ☐ 4. Study/Library
- ☐ 5. Game Room
- ☐ 6. Sewing Room
- ☐ 7. Bonus Room
- ☐ 8. Loft
- ☐ 9. Entry/Foyer
- ☐ 10. Atrium
- ☐ 11. Mud Room
- ☐ 12. Workshop
- ☐ 13. Maid's Room
- ☐ 14. Sunroom
- ☐ 15. Bdrm/Office on Main Flr
- ☐ 16. Basement-Finished
- ☐ 17. Basement-Unfinished
- ☐ 18. Basement-Walkout/Daylight
- ☐ 19. Guest House
- ☐ 20. In-Law Quarters
- ☐ 21. Rec Room

M. FLOOR COVERING
- ☐ 1. Carpet
- ☐ 2. Ceramic Tile
- ☐ 3. Vinyl Tile
- ☐ 4. Sheet Vinyl
- ☐ 5. Wood
- ☐ 6. Stone
- ☐ 7. Brick
- ☐ 8. Laminate
- ☐ 9. Concrete
- ☐ 10. Marble
- ☐ 11. Slate
- ☐ 12. Porcelain
- ☐ 13. Travertine
- ☐ 99. None/Unfinished

N. FOUNDATION
- ☐ 1. None
- ☐ 2. Concrete/Crawl Space
- ☐ 3. Concrete Slab
- ☐ 4. Masonry
- ☐ 5. Wood
- ☐ 6. Post & Pier
- ☐ 7. Stone
- ☐ 8. Full Perimiter
- ☐ 9. 8-Point
- ☐ 10. Strip

O. EXTERIOR
- ☐ 1. Masonry Veneer
- ☐ 2. Stucco
- ☐ 3. Wood Siding
- ☐ 4. Metal Siding
- ☐ 5. Vinyl Siding
- ☐ 6. Rock
- ☐ 7. Asbestos
- ☐ 8. Log
- ☐ 9. Masonite
- ☐ 10. Brick
- ☐ 11. Fiber Cement Siding

P. ROOF
- ☐ 1. Pitched
- ☐ 2. Flat
- ☐ 3. Gravel
- ☐ 4. Asphalt
- ☐ 5. Composition/Shingle
- ☐ 6. Wood/Shake
- ☐ 7. Tile
- ☐ 8. Metal

Q. HEATING/COOLING
- ☐ 1. Natural Gas
- ☐ 2. Propane
- ☐ 3. Oil
- ☐ 4. Electric
- ☐ 5. Solar
- ☐ 6. Wood/Coal
- ☐ 7. Geothermal
- ☐ 8. Forced Air
- ☐ 9. Wall Heater
- ☐ 10. Hot Water System
- ☐ 11. Baseboard
- ☐ 12. Fireplace
- ☐ 13. Heat Pump
- ☐ 14. Radiant Heat-Ceiling
- ☐ 15. Radiant Heat-Floor
- ☐ 16. Floor Furnace
- ☐ 17. Radiator
- ☐ 18. No Heat
- ☐ 19. Central Refrig. A/C
- ☐ 20. Evap. Cooling
- ☐ 21. Air Unit

R. WATER HEATER
- ☐ 1. Natural Gas
- ☐ 2. Propane
- ☐ 3. Electric
- ☐ 4. Solar
- ☐ 5. Oil
- ☐ 6. Circulating Pump
- ☐ 7. On Demand
- ☐ 8. Geothermal
- ☐ 99. None

S. WINDOWS
- ☐ 1. Single Pane
- ☐ 2. Double Pane
- ☐ 3. Triple Pane
- ☐ 4. Storm Windows
- ☐ 5. Metal Frame
- ☐ 6. Wood Frame
- ☐ 7. Vinyl Frame
- ☐ 8. Low E
- ☐ 9. Combo/Varies
- ☐ 10. 100% Energy Star

T. FIREPLACE
- ☐ 1. None
- ☐ 2. Yes
- ☐ 3. One
- ☐ 4. Two or More
- ☐ 5. Wood-Burning Stove
- ☐ 6. Wood/Coal Stove
- ☐ 7. Pellet Stove
- ☐ 8. Gas Stove
- ☐ 9. Air Circulating
- ☐ 10. Insert
- ☐ 11. Fireplace
- ☐ 12. Free Standing
- ☐ 13. Gas Log

U. UTILITIES
- ☐ 1. Electricity
- ☐ 2. Natural Gas
- ☐ 3. Propane
- ☐ 4. Oil
- ☐ 5. City/County Water
- ☐ 6. Well-Private
- ☐ 7. Well-Community
- ☐ 8. Assessment to Assume
- ☐ 9. City Sewer
- ☐ 10. Community Sewer
- ☐ 11. Septic
- ☐ 12. Cable
- ☐ 13. DSL Available
- ☐ 14. T1 + Available
- ☐ 15. Telephone
- ☐ 16. Water Meter Installed
- ☐ 17. Solar (photovoltaic)
- ☐ 18. Wind
- ☐ 19. Generator

V. LANDSCAPED
- ☐ 1. None
- ☐ 2. Yes
- ☐ 3. Fully Landscaped
- ☐ 4. Partially Landscaped

W. SPRINKLERS
- ☐ 1. None
- ☐ 2. Full Sprinklers
- ☐ 3. Front
- ☐ 4. Back
- ☐ 5. Drip-Full
- ☐ 6. Drip-Front
- ☐ 7. Drip-Back
- ☐ 8. Automatic
- ☐ 9. Manual

X. FENCED
- ☐ 1. None
- ☐ 2. Full
- ☐ 3. Front
- ☐ 4. Back
- ☐ 5. Partial

Y. PATIO/DECK
- ☐ 1. None
- ☐ 2. Yes
- ☐ 3. Uncovered
- ☐ 4. Covered
- ☐ 5. Enclosed-Screen
- ☐ 6. Enclosed-Glass
- ☐ 7. Breezeway-Open
- ☐ 8. Breezeway-Closed
- ☐ 9. Deck
- ☐ 10. Patio

Z. EXTERIOR FEATURES
- ☐ 3. Satellite Dish/Owned
- ☐ 4. TV Antenna
- ☐ 5. Dog Run
- ☐ 7. Barn-Outbuildings
- ☐ 8. Corrals/Stalls
- ☐ 10. In-Ground Pool
- ☐ 22. In-Ground Hot Tub/Spa
- ☐ 12. Sauna
- ☐ 13. Tennis Courts
- ☐ 14. BBQ-Built In
- ☐ 15. BBQ-Stubbed In
- ☐ 17. Gazebo
- ☐ 18. Pier
- ☐ 19. Boat House
- ☐ 20. None, N/A
- ☐ 21. Workshop

ZA. WATER TEST
- ☐ 1. Yes
- ☐ 2. No
- ☐ 3. Copy on File

ZB. ACCESS
- ☐ 1. Public
- ☐ 2. Private
- ☐ 3. Private w/Maint Agrmt

ZC. TOPOGRAPHY
- ☐ 1. Level
- ☐ 2. Upslope
- ☐ 3. Downslope
- ☐ 4. Steep
- ☐ 5. Rolling
- ☐ 6. Gentle
- ☐ 7. Hilly
- ☐ 8. Comb/Varies
- ☐ 9. Cul-de-sac
- ☐ 10. Flag Lot
- ☐ 11. Corner Lot

Agent _____ initial **Seller** _____ initial **Seller** _____ initial

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Residential Listing Input Form

Northern Nevada Regional MLS

ZE. ACCESSIBILITY
- ☐ 1. Bell Lights
- ☐ 2. Electric Lift
- ☐ 3. Entry Ramp
- ☐ 4. No Steps
- ☐ 5. Roll-in Shower
- ☐ 6. Sliding Shelves
- ☐ 7. Triangle Exit
- ☐ 8. Wide Width Doorways
- ☐ 9. Wide Width Hallways

ZF. "GREEN" FEATURES
- ☐ 1. Yes, See Assoc. Docs*
- ☐ 2. None
- ☐ 3. One or more Energy Star Rated Appliances*

*Indicates documented energy efficient ratings, appliances or features. **If Green Features ZF: 1 or 3 is checked, worksheet MUST be uploaded into Associated Docs.**

SELLER INSTRUCTIONS: initial any statements below that apply. AGENT INSTRUCTIONS: Seller initial corresponds to NO on input →	FOR INPUT INTO MLS
_____ Seller initial I/We have elected NOT to display the listed Property on ANY Internet Site _____ Seller initial I/We have elected to WITHHOLD the Address of the listed Property from display on ANY Internet Site	**INTERNET** ☐ Yes ☐ No ☐ Yes, without address
_____ Seller initial I/We DO NOT want an Automated Valuation displayed or linked to the listed Property. (consumers may be notified that this feature was disabled at the request of the seller)	**AUTOMATED VALUATION** ☐ Yes ☐ No
_____ Seller initial I/We DO NOT want a Commentary/Review Section displayed or linked to the listed Property. (consumers may be notified that this feature was disabled at the request of the seller)	**COMMENTARY/ REVIEWS** ☐ Yes ☐ No

MLS REMARKS NOTE: 512 character maximum — Contact information is NOT allowed in MLS Remarks or Extended Remarks. Language that could be considered steering or advertising in ANY Remarks fields is prohibited per NNRMLS Rules & Regulations

EXTENDED REMARKS NOTE: 512 character maximum — Extended Remarks appear on full profile sheets only

PRIVATE REMARKS NOTE: 512 character maximum — Private Remarks appear only on the MLS All Fields Report. PRIVATE REMARKS ARE **CONFIDENTIAL — NOT FOR PUBLIC DISTRIBUTION.**

SYNDICATION REMARKS NOTE: Display space varies — Syndication Remarks appear only on 3rd party websites (example Zillow, Trulia and Homes.com). **If you leave this area blank, your MLS REMARKS will AUTOMATICALLY display.**

SELLER(S) SIGNATURE(S) BELOW ACKNOWLEDGE(S) THE FOLLOWING:

1. Seller(s) authorization for the use of a lockbox in the marketing of this property.
2. That the undersigned agent is authorized to submit the information contained herein to the Northern Nevada Regional Multiple Listing Service ("NNRMLS") for the purpose of publication in current multiple listing service ("MLS") compilations and dissemination of all information contained herein to its members during the specified listing period.
3. That the Seller acknowledges and agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information and other copyrightable data and information relating to the property, provided by Seller (the "Listing Content"), may be included in compilations of listings, and otherwise distributed, publicly displayed and reproduced.
4. That Seller(s) grants to listing Broker a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense, publish, display, reproduce, prepare derivative works and distribute Listing Content provided by Seller, and certifies that the Listing Content provided does not violate or infringe upon the rights, including copyright rights, of any person or entity.
5. That the listing broker, his authorized representatives, the NNRMLS and its shareholders, trustees, officers, employees, and agents are not responsible for vandalism, theft or damage of any nature whatsoever to the property.
6. That the property is offered without respect to race, religious creed, color, national origin, disability, ancestry, familial status, sex, sexual orientation, marital status, source of income or any other class protected under applicable state and federal laws.
7. Seller(s) understand that there is no contractual relationship between the seller(s) and the NNRMLS or its shareholders, trustees, officers, employees or agents.
8. Seller(s) receipt of a copy of this property listing form.

Execution of this listing input form confirms that I (we) have executed concurrently herewith an "Exclusive Right to Sell" listing agreement with the undersigned licensee, unless otherwise noted in the body of the listing form. I (we) acknowledge that the information herein is true and correct to the best of my/our knowledge and I (we) agree to indemnify and hold the undersigned licensee, his/her broker, and the NNRMLS and its shareholders, trustees, officers, employees and agents free and harmless from any liability or damage arising from incorrect or undisclosed information provided by me (us).

Seller _____ signature **Date** _____ **Listing Agent** _____ signature **Date** _____

Seller _____ signature **Date** _____ **Listing Agent** _____ signature **Date** _____

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DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

This form does not constitute a contract for services nor an agreement to pay compensation.

In Nevada, a real estate licensee is required to provide a form setting forth the duties owed by the licensee to:

a) Each party for whom the licensee is acting as an agent in the real estate transaction, and

b) Each unrepresented party to the real estate transaction, if any.

Licensee: The licensee in the real estate transaction is _____

whose license number is _____. The licensee is acting for [client's name(s)] _____

_____ who is/are the ☐ Seller/Landlord; ☐ Buyer/Tenant.

Broker: The broker is _____, whose company is _____.

Are there additional licensees involved in this transaction? ☐ Yes ☐ No If yes, Supplemental form 525A is required.

Licensee's Duties Owed to All Parties:

A Nevada real estate licensee shall:

1. Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
2. Exercise reasonable skill and care with respect to all parties to the real estate transaction.
3. Disclose to each party to the real estate transaction as soon as practicable:
   a. Any material and relevant facts, data or information which licensee knows, or with reasonable care and diligence the licensee should know, about the property.
   b. Each source from which licensee will receive compensation.
4. Abide by all other duties, responsibilities and obligations required of the licensee in law or regulations.

Licensee's Duties Owed to the Client:

A Nevada real estate licensee shall:

1. Exercise reasonable skill and care to carry out the terms of the brokerage agreement and the licensee's duties in the brokerage agreement;
2. Not disclose, except to the licensee's broker, confidential information relating to a client for 1 year after the revocation or termination of the brokerage agreement, unless licensee is required to do so by court order or the client gives written permission;
3. Seek a sale, purchase, option, rental or lease of real property at the price and terms stated in the brokerage agreement or at a price acceptable to the client;
4. Present all offers made to, or by the client as soon as practicable, unless the client chooses to waive the duty of the licensee to present all offers and signs a waiver of the duty on a form prescribed by the Division;
5. Disclose to the client material facts of which the licensee has knowledge concerning the real estate transaction;
6. Advise the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee; and
7. Account to the client for all money and property the licensee receives in which the client may have an interest.

Duties Owed By a broker who assigns different licensees affiliated with the brokerage to separate parties.

Each licensee shall not disclose, except to the real estate broker, confidential information relating to client.

Licensee Acting for Both Parties:

The Licensee

MAY [_____/_____] **OR** **MAY NOT** [_____/_____]

in the future act for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest. Before a licensee may act for two or more parties, the licensee must give you a "Consent to Act" form to sign.

I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.

Seller/Landlord: _____ *Date*: _____ *Time*: _____

Seller/Landlord: _____ *Date*: _____ *Time*: _____

OR

Buyer/Tenant: _____ *Date*: _____ *Time*: _____

Buyer/Tenant: _____ *Date*: _____ *Time*: _____

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SUPPLEMENTAL LIST OF LICENSEES PARTY TO THE DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

This form does not constitute a contract for services nor an agreement to pay compensation.

Licensee: _____, is acting for _____

Broker: _____

Additional licensees on this transaction, listed below, are subject to NRS 645.252, NRS 645.254, and the Duties Owed *By* A Nevada Real Estate Licensee:

NAME	LICENSE NUMBER

I/We acknowledge receipt of a copy of this Supplemental List of Licensees.

Seller/Landlord: _____ *Date*: _____ *Time*: _____

Seller/Landlord: _____ *Date*: _____ *Time*: _____

OR

Buyer/Tenant: _____ *Date*: _____ *Time*: _____

Buyer/Tenant: _____ *Date*: _____ *Time*: _____

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EXCLUSIVE RIGHT TO SELL CONTRACT

The undersigned SELLER(s), _____,
and _____
hereby irrevocably GRANT(s) _____
the Broker, the EXCLUSIVE AUTHORIZATION and RIGHT TO SELL the real Property situated in or near the City of _____ County of _____, State of Nevada, described as _____
APN _____, for a period commencing, _____ and terminating midnight of _____.

TERMS OF SALE SELLER hereby employs Broker as exclusive Licensee to sell the described real Property, fixtures and personal property. SELLER hereby grants Broker the exclusive right to sell the same for the price of $ _____, on the following terms:
_____
_____
or at such price and terms as shall be acceptable to SELLER. Broker is herein authorized to accept a deposit for any part of the purchase price and hold it in trust or place it in an escrow established for the sale of the subject Property. Broker accepts such employment and agrees to use diligence in procuring a BUYER for the Property.

COMPENSATION TO BROKER NOTICE: The amount or rate of real estate commission is not fixed by law. The commission is set by each Broker individually and may be negotiable between the SELLER and Broker.
SELLER agrees to pay Broker as compensation for services rendered a fee of $ _____ or _____ percent of the selling price under the following:

1. [_____/_____] SELLER(s) acknowledge(s) that from total commission, Listing Broker will offer $ _____ or _____ percent of selling price as compensation to Selling Broker. **or**
2. The Property is sold, exchanged, or otherwise transferred during the term hereof, by SELLER, or through any other source, **or**
3. The Property is transferred, conveyed, leased without the consent of Broker, or made unmarketable by SELLER's voluntary act during the term hereof or any extension thereof, **or**
4. A sale, exchange, or other transfer of the Property is made by SELLER within _____ days after the termination of this agreement or any extension thereof, to persons with whom Broker shall have negotiated during the term hereof provided that Broker shall have submitted a notice in writing to SELLER within _____ days of termination of this agreement or any extension thereof. The notice shall contain the name of the prospective BUYER(s), date(s) of negotiation and a brief summary of the negotiations. However, this provision shall not apply if, during the term of said protection period, a valid Exclusive Authorization and Right to Sell agreement is entered into with another licensed real estate Broker.

BROKER COOPERATION SELLER(s) understand(s) that Broker is a member of the Multiple Listing Service (MLS) and a member of the local Association of REALTORS®, and that this listing will be filed with said service within two (2) business days, after signing. SELLER agrees that all members of the Multiple Listing Service (MLS), and other Brokers, may act in association with Broker in procuring or attempting to procure a BUYER for the Property. In the event a sale or exchange shall be made or a BUYER procured by a member of the Multiple Listing Service (MLS) or another Broker other than Listing Broker, the terms of this agreement shall apply to such transaction, although payment for fee or compensation made hereunder shall be made by SELLER only to Listing Broker. Broker is authorized to cooperate with other Brokers in the marketing and sale or exchange of the Property. It is agreed that such Brokers may act as cooperating Brokers in procuring or attempting to procure a BUYER in accordance with this agreement. In the event of an exchange, Broker is hereby authorized to represent all parties and collect compensation from them, provided there is full disclosure to all principals.

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SELLER'S OBLIGATIONS AND WARRANTIES

1. SELLER agrees to make available to Broker and prospective Buyers all data, records and documents pertaining to the Property.
2. [_____/_____] If the Property is located in a common-interest community, SELLER agrees to provide, at SELLERS expense, the common-interest community documents (Resale Package) as required by Nevada Revised Statutes (NRS). SELLER to order resale package within five (5) days of acceptance of the purchase agreement.
3. SELLER agrees to allow Broker, or any other Broker with whom Broker chooses to cooperate, to show the Property at reasonable times and upon reasonable notice.
4. SELLER agrees to commit no act which might tend to obstruct the Broker's performance hereunder.
5. In the event of a sale, SELLER will promptly, upon Broker's request, deposit in escrow all instruments necessary to complete the sale.
6. SELLER agrees to deliver an escrow instruction, irrevocably assigning Broker's compensation in an amount equal to the compensation provided above from SELLER's proceeds at close of sale.
7. Nevada law requires that property owners complete a SELLER'S REAL PROPERTY DISCLOSURE FORM for residential properties of four units or less. Broker is authorized to furnish copies to potential BUYER(s).
8. SELLER agrees to hold the Broker harmless from any liabilities or damages arising out of incorrect or undisclosed information with respect to the above described Seller's Real Property Disclosure Form. SELLER agrees to notify Broker expeditiously of any changes affecting the marketing of the Property.
9. The undersigned SELLER warrants recorded ownership of the Property or the authority to execute this agreement.
10. SELLER is aware that listing price includes water rights (if applicable), unless SELLER excludes by deed.
11. [_____/_____] I/we am not a foreign person.
    [_____/_____] I/we am a foreign person. The Foreign Investment and Real Property Tax Act requires a BUYER purchasing real property from a foreign person to withhold tax from the sale proceeds unless an exemption applies. SELLER agrees to provide Broker with a certification establishing that no federal income tax is required to be withheld under the act, or to consent to withholding of tax from the proceeds of sale as required, unless it is established that the transaction is exempt.

PROPERTY UNDER MANAGEMENT/LEASE

Property ❑ is ❑ is not under a Property Management Agreement.
Property ❑ is ❑ is not Tenant Occupied. If occupied, term of Lease: _____
SELLER shall be responsible to notify tenant that the Property is for sale. SELLER shall contact the Property Manager to make arrangements for termination or transfer of tenants' lease and disposition of security deposit. SELLER authorizes Listing Licensee to contact _____(Property Manager) with _____ (Management Company) at _____ (Contact Number). Property Manager has 30-days for reconciliation and disbursement of security deposits and Property is subject to Tenant Rights and/or Property Management Agreement.

SELLER'S INSTRUCTIONS AND AUTHORIZATIONS

1. SELLER authorizes Broker to place a "FOR SALE" sign upon the Property.
2. SELLER authorizes Broker to install an LOCKBOX upon the Property.
3. Evidence of merchantable title shall be in form of policy of title insurance issued by a responsible title company.
4. SELLER authorizes Broker to obtain loan information from _____ Loan # _____ and from _____ Loan #_____.
5. SELLER authorizes Broker to assist in scheduling work to repair or maintain the Property pursuant to NRS 624.031(11). SELLER acknowledges Broker will not receive any additional compensation for providing such assistance.
6. SELLER acknowledges any work scheduled by the Broker to repair or maintain the Property during the term of this Agreement must not exceed $10,000 or require a building permit.

PRESENTATION OF OFFERS SELLER understands that Broker is obligated to present all offers until the close of escrow. SELLER is advised to seek legal counsel prior to acceptance of a subsequent offer, unless the subsequent offer is contingent upon the termination of an existing contract.

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EQUAL HOUSING OPPORTUNITY This Property is offered in compliance with federal, state and local antidiscrimination laws.

MUTUAL AGREEMENTS If suit is brought to collect the compensation or if Broker successfully defends any action brought against Broker by SELLER relating to this authorization or under any sales agreement relating to the Property, SELLER agrees to pay all costs incurred by Broker in connection with such action, including a reasonable attorney's fee.

[_____/_____] **SELLER(s):** Execution of this form confirms that the undersigned SELLER(s) has (have) executed concurrently herewith a Listing Data Input Form and, unless certified in writing, grant(s) consent to inclusion of the information thereon into the Multiple Listing Service. Further, SELLER(s) consent(s) to dissemination of the information through the Multiple Listing Service. The SELLER(s) acknowledge(s) and agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable data and information relating to the Property provided by the SELLER(s) to the Broker (the "Seller Listing Content"), or otherwise obtained or produced by the Broker in connection with this Agreement ("the Broker Listing Content"), and any changes to the Seller Listing Content or the Broker Listing Content, may be filed with one or more multiple listing services, including in compilations of listings, and otherwise distributed, publicly displayed and reproduced. SELLER hereby grants to Broker a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, and reproduce Seller Listing Content, to prepare derivative works of the Seller Listing Content, and to distribute the Seller Listing Content or any derivative works thereof. SELLER represents and warrants to Broker that the Seller Listing Content, and the license granted to Broker for the Seller Listing Content, does not violate or infringe upon the rights, including copyright rights, of any person or entity. SELLER acknowledges and agrees that as between SELLER and Broker, all Broker Listing Content is owned exclusively by the Broker, and SELLER has no right, title or interest in or to any Broker Listing Content.
SELLER further understands and acknowledges that the Multiple Listing Service will disseminate the Property's listing information to Internet sites as well as online providers and such sites are generally available to the public. Some of these websites may display an Automated Valuation Model to estimate the market value of the Property or provide a link to the estimate. In addition, some websites may include a Commentary/Review Section (or blog) where consumers may include comments about the Property or provide a link to such comments.

[_____/_____] Seller wishes the Broker to submit the Property's listing information for dissemination
Seller initial to Internet sites with NO RESTRICTIONS.

-OR-

Seller has the right to opt-out of any of the following by initialing the appropriate space(s):

[_____/_____] I/We have elected NOT to display the listed Property on ANY Internet site.
Seller initial

[_____/_____] I/We have elected to WITHHOLD the address of the listing Property from display on
Seller initial ANY Internet site

[_____/_____] I/We DO NOT want an Automated Valuation displayed or linked to the listed Property
Seller initial (consumers may be notified that this feature was disabled at the request of the seller.)

[_____/_____] I/We DO NOT want a Commentary/Review Section displayed or linked to the listed
Seller initial Property. (consumers may be notified that this feature was disabled at the request of the seller.)

SELLER understands and acknowledges that if opting out of display on any Internet site, consumers who conduct searches for listings on the Internet will not see information about this Property in response to their search.

Any future Status Change Reports which update, correct, extend or in any way change the information provided by the SELLER's (on the above-mentioned Listing Data Input Form, and are executed by the Seller's), constitute amendments not only to that Listing Data Input Form but to the terms of this Contract as well. Thus, such properly executed Status Change Reports may include, but are not limited to, amendments to the SELLER's selling price of the subject real Property and extensions of the duration of this Contract. Each such Status Change Report shall be attached to this Contract and its terms incorporated herein.

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PROFESSIONAL CONSULTATION ADVISORY A real estate Broker is qualified to advise on real estate. The SELLERS are advised to consult with appropriate professionals, including but not limited to, engineers, surveyors, appraisers, lawyers, CPAs, or other professionals, on specific topics, including but not limited to, legal, tax, water rights and other consequences of the sale of the Property.

CODE OF ETHICS Not all real estate licensees are REALTOR(S)®. A REALTOR® is a member of the National Association of REALTORS® and therefore subscribes to a higher ethical standard in the industry, the REALTOR® Code of Ethics. To receive a copy of the REALTOR® Code of Ethics, ask your real estate professional or the local Association of REALTORS®.

ADDITIONAL LISTING TERMS _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

If this property is a Short Sale or becomes a Short Sale, SELLER, is advised to consult appropriate professionals.

SELLER _____ Dated _____

SELLER _____ Dated _____

Address _____ Phone _____ Fax _____

City/State/Zip _____ Email _____

Listing Office _____ Phone _____ Fax _____

Address _____ Email _____

City/State/Zip _____

Licensee Name _____ Licensee Nevada License # _____

Licensee Signature _____ Dated _____

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DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

This form does not constitute a contract for services nor an agreement to pay compensation.

In Nevada, a real estate licensee is required to provide a form setting forth the duties owed by the licensee to:

a) Each party for whom the licensee is acting as an agent in the real estate transaction, and

b) Each unrepresented party to the real estate transaction, if any.

Licensee: The licensee in the real estate transaction is _____

whose license number is _____. The licensee is acting for [client's name(s)] _____

_____ who is/are the ☐ Seller/Landlord; ☐ Buyer/Tenant.

Broker: The broker is _____, whose company is _____.

Are there additional licensees involved in this transaction? ☐ Yes ☐ No If yes, Supplemental form 525A is required.

Licensee's Duties Owed to All Parties:

A Nevada real estate licensee shall:

1. Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
2. Exercise reasonable skill and care with respect to all parties to the real estate transaction.
3. Disclose to each party to the real estate transaction as soon as practicable:
   a. Any material and relevant facts, data or information which licensee knows, or with reasonable care and diligence the licensee should know, about the property.
   b. Each source from which licensee will receive compensation.
4. Abide by all other duties, responsibilities and obligations required of the licensee in law or regulations.

Licensee's Duties Owed to the Client:

A Nevada real estate licensee shall:

1. Exercise reasonable skill and care to carry out the terms of the brokerage agreement and the licensee's duties in the brokerage agreement;
2. Not disclose, except to the licensee's broker, confidential information relating to a client for 1 year after the revocation or termination of the brokerage agreement, unless licensee is required to do so by court order or the client gives written permission;
3. Seek a sale, purchase, option, rental or lease of real property at the price and terms stated in the brokerage agreement or at a price acceptable to the client;
4. Present all offers made to, or by the client as soon as practicable, unless the client chooses to waive the duty of the licensee to present all offers and signs a waiver of the duty on a form prescribed by the Division;
5. Disclose to the client material facts of which the licensee has knowledge concerning the real estate transaction;
6. Advise the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee; and
7. Account to the client for all money and property the licensee receives in which the client may have an interest.

Duties Owed By a broker who assigns different licensees affiliated with the brokerage to separate parties.

Each licensee shall not disclose, except to the real estate broker, confidential information relating to client.

Licensee Acting for Both Parties:

The Licensee

MAY [_____/_____] **OR** **MAY NOT** [_____/_____]

in the future act for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest. Before a licensee may act for two or more parties, the licensee must give you a "Consent to Act" form to sign.

I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.

Seller/Landlord: _____ *Date*: _____ *Time*: _____

Seller/Landlord: _____ *Date*: _____ *Time*: _____

OR

Buyer/Tenant: _____ *Date*: _____ *Time*: _____

Buyer/Tenant: _____ *Date*: _____ *Time*: _____

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SUPPLEMENTAL LIST OF LICENSEES PARTY TO THE DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

This form does not constitute a contract for services nor an agreement to pay compensation.

Licensee: _____, is acting for _____

Broker: _____

Additional licensees on this transaction, listed below, are subject to NRS 645.252, NRS 645.254, and the Duties Owed *By* A Nevada Real Estate Licensee:

NAME	**LICENSE NUMBER**

I/We acknowledge receipt of a copy of this Supplemental List of Licensees.

Seller/Landlord: _____ *Date*: _____ *Time*: _____

Seller/Landlord: _____ *Date*: _____ *Time*: _____

OR

Buyer/Tenant: _____ *Date*: _____ *Time*: _____

Buyer/Tenant: _____ *Date*: _____ *Time*: _____

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EARLY TERMINATION OF LISTING AGREEMENT

In reference to the Listing Agreement (hereinafter "Agreement") executed by _____ as Seller(s) and _____ as Broker(s), dated _____ regarding the real property located at _____, the parties hereby agree as follows:

The Seller wishes to terminate the Listing Agreement prior to the contractual expiration date of _____. In exchange for said early termination Seller hereby agrees to: (Select ONE (1))

1. ___ Pay Broker a flat fee of _____ within ___ days of execution of this Agreement; or
2. ___ Pay Broker an amount equal to all Broker direct expenses while marketing the property within ___ days of execution of this Agreement; or
3. ___ Broker will unconditionally withdraw and/or transfer the listing to another Broker subject to being able to negotiate an acceptable referral commission from that Broker prior to termination; or
4. ___ Other (as set forth below)

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

The Agreement will terminate with two (2) business days of receipt by Broker of a fully executed Agreement.

□ **ADDITIONAL PAGE(S) ATTACHED. This Amendment is not complete without the additional terms on the attached _____ page(s). When executed by both parties, this Amendment is made an integral part of the aforementioned Agreement.**

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE SIGNING.

_____	_____	_____	_____
□ Broker □ Seller	Date	□ Broker □ Seller	Date

Acceptance:

_____	_____	_____	_____
□ Broker □ Seller	Date	□ Broker □ Seller	Date

Prepared by: _____ _____
Printed Name Phone

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ADDENDUM TO LISTING AGREEMENT—SHORT SALE

This Addendum is hereby made a part of the Listing Agreement between _____ as Seller and _____ as Broker, dated _____ regarding the real property at _____ _____ ("the Property").

1. Acknowledgement of Short Sale. Seller acknowledges that Broker has informed Seller that the current fair market value of the Property may be less than the amount of Seller's loan(s) and other debts against the property due and owing to one or more lender(s), lienholder(s) and/or others with a financial interest in the Property (collectively, "Lender"). This situation is called a "short sale." Lender may be willing to accept an amount less than what is owed on the Property. Seller understands that any sale of the Property will be contingent upon Lender approval, and the terms of such approval may not be known until Close of Escrow. Furthermore, such terms may or may not be favorable to the Seller. Seller acknowledges that Lender is not required or obligated to accept a short sale. **Broker has no control over Lender approval, or any act, omission or decision by any lender in the short sale process. Seller understands that Lender's approval may take several weeks or months to obtain, and Broker cannot guarantee the timeliness of Lender's review, approval or rejection. Seller Initials [_____] [_____]**

2. Seller Options. Seller understands that there may be disadvantages to a short sale. Seller is advised to explore other options with Lender (and other appropriate professionals, such as attorneys, accountants, and qualified housing and credit counselors) such as loan modification or revised repayment plan; refinancing with Lender or another lender; bankruptcy; or voluntary deed-in-lieu of foreclosure. These options may have adverse consequences and the Seller must decide what option is best for his/her individual situation. If Seller decides to pursue another option, Seller agrees to immediately inform Broker. **Seller Initials** [_____] [_____]

3. Consequences of Short Sale. A short sale may have legal, tax and credit consequences. A short sale may be reported to credit reporting agencies and may adversely affect Seller's credit score. Even if Lender agrees to a short sale, Lender may not agree to forgive the entire debt. Seller may be required to pay the difference as a personal obligation (judgment). Where a portion of a debt is forgiven, the relief of debt may be considered as taxable income. Lender may issue a 1099 form to Seller and provide that information to the Internal Revenue Service. Seller acknowledges that Broker cannot provide legal, tax or credit advice. **Therefore, Seller agrees to seek advice from an attorney, a certified public accountant or other professional regarding the credit, legal and tax consequences of a short sale.**
Seller Initials [_____] [_____]

4. Amount Owed. Seller agrees to cooperate with Broker, escrow and title companies and Lender to determine the amount of debt against the Property including, but not limited to, purchase money loans, home equity loans, homeowner association fees and/or fines, property taxes and other liens.
Seller Initials [_____] [_____]

5. Foreclosure. Seller understands that failure to make loan payments may result in foreclosure of the Property by Lender. Seller represents that a Notice of Default and Election to Sell ☐ **has not -OR-** ☐ **has (date:** _____) been recorded against the Property. **If a Notice of Default has not been recorded against the Property as of the date of this Addendum, Seller agrees to notify Broker**

Seller Initials: [_____] [_____]

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within five (5) business days of receipt of such a notice. Seller understands that the recording of a Notice of Default begins a statutory foreclosure period, which lasts a minimum of three (3) months and twenty (20) days. Seller understands that if the Property is not sold to a buyer before a foreclosure sale of the Property, Seller will lose all rights and interest in the Property. Seller understands that Broker cannot stop a foreclosure.
Seller Initials [_____] [_____]

6. **Seller's Duties.** Seller shall reasonably cooperate with Broker and Lender in the short sale process by providing documentation as may be required by Lender to review and approve the short sale request. Such documents may include (but are not limited to): current appraisal, tax returns, pay stubs, bank statements, financial statements, broker/agent authorization, medical records or other evidence of a financial hardship. Seller authorizes Broker to communicate with Lender regarding the details of Seller's loan and the approval of the short sale. Seller agrees to respond to Broker timely, completely and accurately. **Broker shall not verify any information provided by Seller and Seller agrees to defend, indemnify and hold Broker harmless for same. Seller Initials** [_____] [_____]

7. **Disclosure of Short Sale.** Seller acknowledges that Broker is required by the rules and policies of the Multiple Listing Service to identify the Property listing as a short sale. Seller authorizes Broker to further disclose to prospective buyers and their agent(s) that the transaction is likely to be a short sale and the terms of the sale may be subject to Lender approval. Broker shall have no liability for any loss, damage or harm to the Seller from any such communication. **Seller Initials** [_____] [_____]

8. **Additional Terms.** _____
_____
_____
_____
_____

All other terms of the Listing Agreement not modified by this Addendum shall remain the same. To the extent that any terms of this Addendum are in conflict with the Listing Agreement, this Addendum will control. **WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, SEEK COMPETENT LEGAL AND TAX COUNSEL BEFORE SIGNING.**

SELLER:

Seller's Signature _____ Seller's Signature _____

Printed Name: _____ Printed Name: _____

Date: _____ Time: _____ Date: _____ Time: _____

BROKER:

Designated Licensee Signature _____ Date: _____

Printed Name: _____

Broker's Signature _____ Date: _____

Printed Name: _____

Seller Initials: [_____] [_____]

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ADDENDUM TO LISTING AGREEMENT – SELLER OPT OUTS

This Addendum is hereby made a part of the Listing Agreement between _____ _____ as Seller and _____ _____ as Broker, dated _____ regarding the real property at _____ _____ ("the Property").

1. Seller understands and acknowledges that Broker will submit the Property's listing information to the Multiple Listing Service (MLS) in which Broker participates, unless Seller instructs Broker to exclude the listing.

2. Seller further understands and acknowledges that MLS will disseminate the Property's listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet sites, as well as online providers such as realtor.com and lasvegasrealtor.com, and that such sites are generally available to the public. Some, but not all, of these websites may include a commentary section where consumers may include reviews and comments about the Property in immediate conjunction with the listing (blogging), or provide a link to the comments. In addition, some, but not all, of these websites may display an automated estimate of the market value of the Property in immediate conjunction with the listing, or provide a link to the estimate.

3. Seller may opt-out of any of the following by initialing the appropriate space(s) below:

a. _____ _____ I/we have advised the Broker or sales agent that I/we **DO NOT** want the listed Property to be **displayed on the Internet** (the listing will not appear on any Internet site).

b. _____ _____ I/we have advised the Broker or sales agent that I/we **DO NOT** want the **address** of the listed Property to be displayed on the Internet (listing information will be disseminated via Internet, but the Property address will not appear in conjunction with the listing).

c. _____ _____ I/we have advised the Broker or sales agent that I/we **DO NOT** want a **commentary section** displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the seller).

d. _____ _____ I/we have advised the Broker or sales agent that I/we **DO NOT** want an **automated estimate of value** displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the seller).

—OR—

_____ _____ Seller does **NOT** opt out of any of the above.

4. Seller understands and acknowledges that if option (a) above is selected, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

SELLER:

Seller's Signature _____ Seller's Signature _____
Printed Name: _____ Printed Name: _____
Date: _____ Time: _____ Date: _____ Time: _____

BROKER:

Designated Licensee Signature _____ Date: _____
Printed Name: _____

Broker's Signature _____ Date: _____
Printed Name: _____

Reminder to Broker/Agent: If Seller has selected either (a) or (b), a copy of this form MUST be provided to the MLS within 48 hours per MLS Rule 21.25. Fax to (702) 732-3154.

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SELLER'S REAL PROPERTY DISCLOSURE FORM

In accordance with Nevada Law, a seller of residential real property in Nevada must disclose any and all known conditions and aspects of the property which materially affect the value or use of residential property in an adverse manner *(see NRS 113.130 and 113.140).*

Date_____

Do you currently occupy or have you ever occupied this property? YES ☐ NO ☐

Property address _____

Effective October 1, 2011: A purchaser may not waive the requirement to provide this form and a seller may not require a purchaser to waive this form. *(NRS 113.130(3))*

Type of Seller: ☐Bank (financial institution); ☐Asset Management Company; ☐Owner-occupier; ☐Other:_____

Purpose of Statement: (1) This statement is a disclosure of the condition of the property in compliance with the Seller Real Property Disclosure Act, effective January 1, 1996. (2) This statement is a disclosure of the condition and information concerning the property known by the Seller which materially affects the value of the property. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction and is not a substitute for any inspections or warranties the Buyer may wish to obtain. Systems and appliances addressed on this form by the seller are not part of the contractual agreement as to the inclusion of any system or appliance as part of the binding agreement.

Instructions to the Seller: (1) ANSWER ALL QUESTIONS. (2) REPORT KNOWN CONDITIONS AFFECTING THE PROPERTY. (3) ATTACH ADDITIONAL PAGES WITH YOUR SIGNATURE IF ADDITIONAL SPACE IS REQUIRED. (4) COMPLETE THIS FORM YOURSELF. (5) IF SOME ITEMS DO NOT APPLY TO YOUR PROPERTY, CHECK N/A (NOT APPLICABLE). EFFECTIVE JANUARY 1, 1996, FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE THE PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT AND SEEK OTHER REMEDIES AS PROVIDED BY THE LAW ***(see NRS 113.150).***

Systems / Appliances: Are you aware of any problems and/or defects with any of the following:

	YES	NO	N/A
Electrical System	☐	☐	☐
Plumbing	☐	☐	☐
Sewer System & line	☐	☐	☐
Septic tank & leach field	☐	☐	☐
Well & pump	☐	☐	☐
Yard sprinkler system(s)	☐	☐	☐
Fountain(s)	☐	☐	☐
Heating system	☐	☐	☐
Cooling system	☐	☐	☐
Solar heating system	☐	☐	☐
Fireplace & chimney	☐	☐	☐
Wood burning system	☐	☐	☐
Garage door opener.	☐	☐	☐
Water treatment system(s)	☐	☐	☐
owned.. ☐ leased.. ☐			
Water heater	☐	☐	☐
Toilet(s)	☐	☐	☐
Bathtub(s)	☐	☐	☐

	YES	NO	N/A
Shower(s)	☐	☐	☐
Sink(s)	☐	☐	☐
Sauna / hot tub(s)	☐	☐	☐
Built-in microwave	☐	☐	☐
Range / oven / hood-fan	☐	☐	☐
Dishwasher	☐	☐	☐
Garbage disposal	☐	☐	☐
Trash compactor	☐	☐	☐
Central vacuum	☐	☐	☐
Alarm system	☐	☐	☐
owned.. ☐ leased.. ☐			
Smoke detector	☐	☐	☐
Intercom	☐	☐	☐
Data Communication line(s)	☐	☐	☐
Satellite dish(es)	☐	☐	☐
owned.. ☐ leased.. ☐			
Other_____	☐	☐	☐

EXPLANATIONS: Any "Yes" must be fully explained on page 3 of this form.

_____ _____
Seller(s) Initials

_____ _____
Buyer(s) Initials

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Property conditions, improvements and additional information: YES NO N/A

Are you **aware** of any of the following?:

1. **Structure:**
   (a) Previous or current moisture conditions and/or water damage? ☐ ☐
   (b) Any structural defect? ☐ ☐
   (c) Any construction, modification, alterations, or repairs made without required state, city or county building permits? ☐ ☐
   (d) Whether the property is or has been the subject of a claim governed by NRS 40.600 to 40.695 (construction defect claims)? ☐ ☐
   (If seller answers yes, FURTHER DISCLOSURE IS REQUIRED)
2. **Land / Foundation:**
   (a) Any of the improvements being located on unstable or expansive soil? ☐ ☐
   (b) Any foundation sliding, settling, movement, upheaval, or earth stability problems that have occurred on the property? ☐ ☐
   (c) Any drainage, flooding, water seepage, or high water table? ☐ ☐
   (d) The property being located in a designated flood plain? ☐ ☐
   (e) Whether the property is located next to or near any known future development? ☐ ☐
   (f) Any encroachments, easements, zoning violations or nonconforming uses? ☐ ☐
   (g) Is the property adjacent to "open range" land? ☐ ☐
   (If seller answers yes, FURTHER DISCLOSURE IS REQUIRED under NRS 113.065)
3. **Roof:** Any problems with the roof? ☐ ☐
4. **Pool/spa:** Any problems with structure, wall, liner, or equipment. ☐ ☐ ☐
5. **Infestation:** Any history of infestation (termites, carpenter ants, etc.)? ☐ ☐
6. **Environmental:**
   (a) Any substances, materials, or products which may be an environmental hazard such as but not limited to, asbestos, radon gas, urea formaldehyde, fuel or chemical storage tanks, contaminated water or soil on the property? ☐ ☐
   (b) Has property been the site of a crime involving the previous manufacture of Methamphetamine where the substances have not been removed from or remediated on the Property by a certified entity or has not been deemed safe for habitation by the Board of Heath? ☐ ☐
7. **Fungi / Mold:** Any previous or current fungus or mold? ☐ ☐
8. Any features of the property shared in common with adjoining landowners such as walls, fences, road, driveways or other features whose use or responsibility for maintenance may have an effect on the property? ☐ ☐
9. **Common Interest Communities:** Any "common areas" (facilities like pools, tennis courts, walkways or other areas co-owned with others) or a homeowner association which has any authority over the property? ☐ ☐
   (a) Common Interest Community Declaration and Bylaws available? ☐ ☐
   (b) Any periodic or recurring association fees? ☐ ☐
   (c) Any unpaid assessments, fines or liens, and any warnings or notices that may give rise to an assessment, fine or lien? ☐ ☐
   (d) Any litigation, arbitration, or mediation related to property or common area? ☐ ☐
   (e) Any assessments associated with the property (excluding property taxes)? ☐ ☐
   (f) Any construction, modification, alterations, or repairs made without required approval from the appropriate Common Interest Community board or committee? ☐ ☐
10. Any problems with water quality or water supply? ☐ ☐
11. **Any other conditions or aspects of the property which materially affect its value or use in an adverse manner?** ☐ ☐
12. **Lead-Based Paint:** Was the property constructed on or before 12/31/77? ☐ ☐
    (If yes, additional Federal EPA notification and disclosure documents are required)
13. **Water source:** Municipal ☐ Community Well ☐ Domestic Well ☐ Other ☐
    If Community Well: State Engineer Well Permit # _____ Revocable ☐ Permanent ☐ Cancelled ☐
    Use of community and domestic wells may be subject to change. Contact the Nevada Division of Water Resources for more information regarding the future use of this well.
14. **Conservation Easements** such as the SNWA's Water Smart Landscape Program: Is the property a participant? ☐ ☐
15. **Solar panels:** Are any installed on the property? ☐ ☐
    If yes, are the solar panels: Owned...☐ Leased...☐ or Financed...☐
16. **Wastewater disposal:** ☐ Municipal Sewer ☐ Septic System ☐ Other ☐
17. This property is subject to a Private Transfer Fee Obligation? ☐ ☐

EXPLANATIONS: Any "Yes" must be fully explained on page 3 of this form.

_____ _____ _____ _____
Seller(s) Initials *Buyer(s) Initials*

EXPLANATIONS: Any "Yes" to questions on pages 1 and 2 must be fully explained here. Attach additional pages if needed.

_____ _____ _____ _____

Seller(s) Initials *Buyer(s) Initials*

Buyers and sellers of residential property are advised to seek the advice of an attorney concerning their rights and obligations as set forth in Chapter 113 of the Nevada Revised Statutes regarding the seller's obligation to execute the Nevada Real Estate Division's approved "Seller's Real Property Disclosure Form". For your convenience, Chapter 113 of the Nevada Revised Statutes provides as follows:

CONDITION OF RESIDENTIAL PROPERTY OFFERED FOR SALE

NRS 113.100 Definitions. As used in NRS 113.100 to 113.150, inclusive, unless the context otherwise requires:

1. "Defect" means a condition that materially affects the value or use of residential property in an adverse manner.
2. "Disclosure form" means a form that complies with the regulations adopted pursuant to NRS 113.120.
3. "Dwelling unit" means any building, structure or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one person who maintains a household or by two or more persons who maintain a common household.
4. "Residential property" means any land in this state to which is affixed not less than one nor more than four dwelling units.
5. "Seller" means a person who sells or intends to sell any residential property.

(Added to NRS by 1995, 842; A 1999, 1446)

NRS 113.110 Conditions required for "conveyance of property" and to complete service of document. For the purposes of NRS 113.100 to 113.150, inclusive:

1. A "conveyance of property" occurs:

(a) Upon the closure of any escrow opened for the conveyance; or

(b) If an escrow has not been opened for the conveyance, when the purchaser of the property receives the deed of conveyance.

2. Service of a document is complete:

(a) Upon personal delivery of the document to the person being served; or

(b) Three days after the document is mailed, postage prepaid, to the person being served at his last known address.

(Added to NRS by 1995, 844)

NRS 113.120 Regulations prescribing format and contents of form for disclosing condition of property. The Real Estate Division of the Department of Business and Industry shall adopt regulations prescribing the format and contents of a form for disclosing the condition of residential property offered for sale. The regulations must ensure that the form:

1. Provides for an evaluation of the condition of any electrical, heating, cooling, plumbing and sewer systems on the property, and of the condition of any other aspects of the property which affect its use or value, and allows the seller of the property to indicate whether or not each of those systems and other aspects of the property has a defect of which the seller is aware.
2. Provides notice:

(a) Of the provisions of NRS 113.140 and subsection 5 of NRS 113.150.

(b) That the disclosures set forth in the form are made by the seller and not by his agent.

(c) That the seller's agent, and the agent of the purchaser or potential purchaser of the residential property, may reveal the completed form and its contents to any purchaser or potential purchaser of the residential property.

(Added to NRS by 1995, 842)

NRS 113.130 Completion and service of disclosure form before conveyance of property; discovery or worsening of defect after service of form; exceptions; waiver.

1. Except as otherwise provided in subsection 2:

(a) At least 10 days before residential property is conveyed to a purchaser:

(1) The seller shall complete a disclosure form regarding the residential property; and

(2) The seller or the seller's agent shall serve the purchaser or the purchaser's agent with the completed disclosure form.

(b) If, after service of the completed disclosure form but before conveyance of the property to the purchaser, a seller or the seller's agent discovers a new defect in the residential property that was not identified on the completed disclosure form or discovers that a defect identified on the completed disclosure form has become worse than was indicated on the form, the seller or the seller's agent shall inform the purchaser or the purchaser's agent of that fact, in writing, as soon as practicable after the discovery of that fact but in no event later than the conveyance of the property to the purchaser. If the seller does not agree to repair or replace the defect, the purchaser may:

(1) Rescind the agreement to purchase the property; or

(2) Close escrow and accept the property with the defect as revealed by the seller or the seller's agent without further recourse.

2. Subsection 1 does not apply to a sale or intended sale of residential property:

(a) By foreclosure pursuant to chapter 107 of NRS.

(b) Between any co-owners of the property, spouses or persons related within the third degree of consanguinity.

(c) Which is the first sale of a residence that was constructed by a licensed contractor.

(d) By a person who takes temporary possession or control of or title to the property solely to facilitate the sale of the property on behalf of a person who relocates to another county, state or country before title to the property is transferred to a purchaser.

3. A purchaser of residential property may not waive any of the requirements of subsection 1. A seller of residential property may not require a purchaser to waive any of the requirements of subsection 1 as a condition of sale or for any other purpose.

4. If a sale or intended sale of residential property is exempted from the requirements of subsection 1 pursuant to paragraph (a) of subsection 2, the trustee and the beneficiary of the deed of trust shall, not later than at the time of the conveyance of the property to the purchaser of the residential property, or upon the request of the purchaser of the residential property, provide:

(a) Written notice to the purchaser of any defects in the property of which the trustee or beneficiary, respectively, is aware; and

(b) If any defects are repaired or replaced or attempted to be repaired or replaced, the contact information of any asset management company who provided asset management services for the property. The asset management company shall provide a service report to the purchaser upon request.

5. As used in this section:

(a) "Seller" includes, without limitation, a client as defined in NRS 645H.060.

(b) "Service report" has the meaning ascribed to it in NRS 645H.150.

(Added to NRS by 1995, 842; A 1997, 349; 2003, 1339; 2005, 598; 2011, 2832)

_____ _____
Seller(s) Initials

_____ _____
Buyer(s) Initials

NRS 113.135 Certain sellers to provide copies of certain provisions of NRS and give notice of certain soil reports; initial purchaser entitled to rescind sales agreement in certain circumstances; waiver of right to rescind.

1. Upon signing a sales agreement with the initial purchaser of residential property that was not occupied by the purchaser for more than 120 days after substantial completion of the construction of the residential property, the seller shall:

(a) Provide to the initial purchaser a copy of NRS 11.202 to 11.206, inclusive, and 40.600 to 40.695, inclusive;

(b) Notify the initial purchaser of any soil report prepared for the residential property or for the subdivision in which the residential property is located; and

(c) If requested in writing by the initial purchaser not later than 5 days after signing the sales agreement, provide to the purchaser without cost each report described in paragraph (b) not later than 5 days after the seller receives the written request.

2. Not later than 20 days after receipt of all reports pursuant to paragraph (c) of subsection 1, the initial purchaser may rescind the sales agreement.

3. The initial purchaser may waive his right to rescind the sales agreement pursuant to subsection 2. Such a waiver is effective only if it is made in a written document that is signed by the purchaser.

(Added to NRS by 1999, 1446)

NRS 113.140 Disclosure of unknown defect not required; form does not constitute warranty; duty of buyer and prospective buyer to exercise reasonable care.

1. NRS 113.130 does not require a seller to disclose a defect in residential property of which he is not aware.

2. A completed disclosure form does not constitute an express or implied warranty regarding any condition of residential property.

3. Neither this chapter nor chapter 645 of NRS relieves a buyer or prospective buyer of the duty to exercise reasonable care to protect himself.

(Added to NRS by 1995, 843; A 2001, 2896)

NRS 113.150 Remedies for seller's delayed disclosure or nondisclosure of defects in property; waiver.

1. If a seller or the seller's agent fails to serve a completed disclosure form in accordance with the requirements of NRS 113.130, the purchaser may, at any time before the conveyance of the property to the purchaser, rescind the agreement to purchase the property without any penalties.

2. If, before the conveyance of the property to the purchaser, a seller or the seller's agent informs the purchaser or the purchaser's agent, through the disclosure form or another written notice, of a defect in the property of which the cost of repair or replacement was not limited by provisions in the agreement to purchase the property, the purchaser may:

(a) Rescind the agreement to purchase the property at any time before the conveyance of the property to the purchaser; or

(b) Close escrow and accept the property with the defect as revealed by the seller or the seller's agent without further recourse.

3. Rescission of an agreement pursuant to subsection 2 is effective only if made in writing, notarized and served not later than 4 working days after the date on which the purchaser is informed of the defect:

(a) On the holder of any escrow opened for the conveyance; or

(b) If an escrow has not been opened for the conveyance, on the seller or the seller's agent.

4. Except as otherwise provided in subsection 5, if a seller conveys residential property to a purchaser without complying with the requirements of NRS 113.130 or otherwise providing the purchaser or the purchaser's agent with written notice of all defects in the property of which the seller is aware, and there is a defect in the property of which the seller was aware before the property was conveyed to the purchaser and of which the cost of repair or replacement was not limited by provisions in the agreement to purchase the property, the purchaser is entitled to recover from the seller treble the amount necessary to repair or replace the defective part of the property, together with court costs and reasonable attorney's fees. An action to enforce the provisions of this subsection must be commenced not later than 1 year after the purchaser discovers or reasonably should have discovered the defect or 2 years after the conveyance of the property to the purchaser, whichever occurs later.

5. A purchaser may not recover damages from a seller pursuant to subsection 4 on the basis of an error or omission in the disclosure form that was caused by the seller's reliance upon information provided to the seller by:

(a) An officer or employee of this State or any political subdivision of this State in the ordinary course of his or her duties; or

(b) A contractor, engineer, land surveyor, certified inspector as defined in NRS 645D.040 or pesticide applicator, who was authorized to practice that profession in this State at the time the information was provided.

6. A purchaser of residential property may waive any of his or her rights under this section. Any such waiver is effective only if it is made in a written document that is signed by the purchaser and notarized.

(Added to NRS by 1995, 843; A 1997, 350, 1797)

The above information provided on pages one (1), two (2) and three (3) of this disclosure form is true and correct to the best of seller's knowledge as of the date set forth on page one (1). **SELLER HAS DUTY TO DISCLOSE TO BUYER AS NEW DEFECTS ARE DISCOVERED AND/OR KNOWN DEFECTS BECOME WORSE** ***(See NRS 113.130(1)(b)).***

Seller(s):_____ Date:_____

Seller(s):_____ Date:_____

BUYER MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY AND ITS ENVIRONMENTAL STATUS. Buyer(s) has/have read and acknowledge(s) receipt of a copy of this Seller's Real Property Disclosure Form and copy of NRS Chapter 113.100-150, inclusive, attached hereto as pages four (4) and five (5).

Buyer(s):_____ Date:_____

Buyer(s):_____ Date:_____

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION
788 Fairview Drive, Suite 200 * **Carson City**, NV 89701-5453 * (775) 687-4280
2501 East Sahara Avenue, Suite 102 * **Las Vegas**, NV 89104-4137 * (702) 486-4033
Email: realest@red.state.nv.us http://www.red.state.nv.us

WAIVER FORM

In representing any client in an agency relationship, a real estate licensee has specific statutory duties to that client. Under Nevada law only one of these duties can be waived. NRS 645.254 requires a licensee to "present all offers made to or by the client as soon as practicable." This duty may be waived by the client.

"Presenting all offers" includes without limitation: accepting delivery of and conveying offers and counteroffers; answering a client's questions regarding offers and counteroffers; and assisting a client in preparing, communicating and negotiating offers and counteroffers.

In order to waive the duty, the client must enter into a written agreement waiving the licensee's obligation to perform the duty to present all offers. **By signing below you are agreeing that the licensee who is representing you will not perform the duty of presenting all offers made to or by you with regard to the property located at:**

_____ .
Property Address City

AGREEMENT TO WAIVER

By signing below I agree that the licensee who represents me shall not present any offers made to or by me, as defined above. I understand that a real estate transaction has significant legal and financial consequences. I further understand that in any proposed transaction, the other licensee(s) involved represents the interests of the other party, does not represent me and cannot perform the waived duty on my behalf. I further understand that I should seek the assistance of other professionals such as an attorney. I further understand that it is my responsibility to inform myself of the steps necessary to fulfill the terms of any purchase agreement that I may execute. I further understand that this waiver may be revoked in writing by mutual agreement between client and broker.

WAIVER NOT VALID UNTIL SIGNED BY BROKER.

Client	Date	Licensee	Date
Client	Date	Broker	Date

InstanetFORMS

Acknowledgement

All Case Law examples were taken from the ARELLO Case Law Report .

These case law examples are presented by the Law and Regulation Committee

Association of Real Estate License Law Officials

Case Law Report (2015-2016)

Presented by the

Law and Regulation Committee

The Law and Regulation Committee shall: a. monitor state/provincial/territorial and federal legislation and case law. b. monitor real estate trends and regulatory matters affecting the real estate industry. related industries. and the real estate consumer c. be responsible for maintaining and updating ARELLO white papers, model license law. and "best practices" documents pertaining to license law and regulation. d. timely communicate to the membership issues of vital interest to regulators. e. work to encourage greater uniformity of legislation. regulation and practice as well as increased recognition of others' licenses among jurisdictions around the world through the committee's activities. f. annually appoint a subcommittee to prepare the report on recent court decisions affecting real estate and its related fields. The subcommittee shall also prepare a written report on recent changes to legislation, regulations and rules affecting real estate and its related fields. Both reports should be made available to the Membership on an annual basis.

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CONTRACTS

No Commission After Termination of Listing Agreement

Blondell v. Ahmed, 2016 N.C. App. LEXIS 562 (2016)

Court of Appeals of North Carolina

Facts: Blondell, a licensed broker, worked as an agent with Keystone Properties. The Ahmeds owned a home they wanted to sell, so they listed with Keystone for one year. Blondell showed the Ahmeds' home to buyers, who made an offer which the Ahmeds rejected. The Ahmeds and buyers had a number of communications with Blondell over the next few weeks, but the Ahmeds told Blondell they wanted to terminate the listing. Blondell prepared a termination agreement which the Ahmeds signed but Blondell did not sign until some time later. The Ahmeds were secretly in discussions with the buyers and had a written offer for purchase which they planned to accept, but did not disclose this information to Blondell. After Blondell finally signed the termination, the Ahmeds executed the contract and sold their home to the buyers. Blondell sued for a commission. The trial court granted summary judgment for the Ahmeds. Blondell appealed.

Issue: Whether the Ahmeds breached their duty of good faith and fair dealing by not disclosing their conversations with the buyers to Blondell before terminating the listing agreement.

Held: Reversed and remanded. There is a long standing principle of a covenant of good faith and fair dealing that is implied in every contract. An email from Blondell suggesting that the termination agreement would be effective when signed by the Ahmeds and returned to her cannot be used as evidence, because it would contradict the unambiguous language of the termination agreement signed by both parties, violating the Parol Evidence Rule. Since the listing agreement was still in effect until the day before the Ahmeds sold the house, a jury could determine that the Ahmeds breached their duty of good faith and fair dealing by failing to disclose to Blondell the pending offer from the buyers when they asked Blondell to accept their offer to terminate.

CONTRACTS

Contract Silence as to Refund of Deposit for Failure to Close Transaction

Hasanova v. Wulastook Industries, Ltd, 2015 NBQB 233 (2015)

New Brunswick Court of Queen's Bench

Facts: Hasanova entered into a contract to purchase commercial property for $525,000 from Wulastook Industries. The contract required a $100,000 deposit at the time of execution. Both parties were represented by real estate agents and by legal counsel. Hasanova's attorney drafted the contract and both parties had opportunity to review and comment. Neither party raised the issue of the refundability of the deposit during negotiations. The original closing date was extended but Hasanova subsequently failed to close on the transaction and requested a refund of the deposit. Wulastook refused and declared the deposit forfeited. Hasanova filed suit.

Issue: Whether the deposit is of such an amount that Wulastook's retention of it would be penal or unconscionable thereby entitling Hasanova to relief against forfeiture.

Held: Dismissed. A contract clause should be given its normal meaning unless a contrary intention is demonstrated. In normal cases, a deposit is considered "earnest money" serving as a guarantee for performance of the agreement. The Court may relieve against forfeiture if allowing its retention would be penal or unconscionable. Expert testimony presented did not suggest that there was a normal or customary deposit amount in commercial transactions. There was no evidence that Wulastook acted improperly or oppressively and the request of a significant deposit of 19% was reasonable given the four months of time that the property was off the market.

ed another buyer and told Prime Realty's owner she contracted her own sale, which later closed. Prime Realty sued for its commission. Oppediasano alleged she did not breach the agreement: the contract included a handwritten provision allowing her to cancel the agreement in 30 days because she had told Prime Realty of the sale within 30 days. She asserted she negotiated with the buyers prior to the agreement with Prime and the property sold after Prime Realty's contract. She also claimed Prime Realty's owner physically cornered her and forced her to sign the contract. Both parties moved for summary judgement.

Issue: Whether either party made a sufficient showing of facts to prevail on summary judgement in a breach of contract case.

Held: Motions for summary judgment denied. Neither party met there burden for summary judgement. There was still a question of fact as to whether Prime Realty consented to the agreement knowing Oppediasano showed the property and negotiated terms with the buyer prior to the contract and whether Oppediasano was obligated to pay Prime Realty a commission regardless. The contract terms were too ambiguous to provide an answer. There were also different accounts as to how the contract was signed and only a trier of fact could make the necessary determinations.

CONTRACTS

Client Sells to Its Own Buyer Under an Ambiguous Contract and Refuses to Pay Broker

Prime Realty, Inc., v. Oppediasano, 2015 N.Y. Misc. LEXIS 4647 (2015).

Supreme Court of New York, Queens County

Facts: Oppediasano owned property which she commissioned Prime Realty to sell for her. Prime listed the property and had a ready, willing, and able buyer. However, Oppediasano independently locat-

CONTRACTS

Text Message may be Sufficient to Constitute a Contract

St. John's Helds, LLC v. Two Electronics, LLC, 2016 Mass. LCR LEXIS 49 (2016)

Massachusetts Land Court

Facts: St. John's, managed by McDonald, negotiated for the purchase of property owned by Two Electronics, which is managed by Piccione. St. John's sent Two Electronics an unsigned letter of intent to buy the property, and asked that Two Electronics sign the letter and return it to accept the offer. Piccione did not review it because it wasn't signed by St. John's. On the same day, Two Electronics received a signed offer to purchase the property from a third party. Two Electronics sent St. John's a text message indicating it wanted St. John's to sign the offer to purchase first, and then Two Electronics would sign. When St. John's signed, Two Electronics changed its mind and indicated it would sign later. Two Electronics accepted the third party's offer and set a closing date, refusing to communicate with St. John's further. St. John's then filed a complaint, alleging that its communications with Two Electronics amount to an agreement to purchase. Two Electronics moved to dismiss.

Issue: Whether the communications between St. John's and Two Electronics were sufficient to form a contract, thus binding Two Electronics to the sale.

Held: Motion to dismiss denied. Contracts for the sale of land are only enforceable if they are supported by writing with the essential terms of the agreement and the signature of the party against whom enforcement is sought. Emails have previously been found to be sufficient to create a contract, so Two Communications' text message may be sufficient to create a contract as well, since all of the two companies' prior communications together laid out the terms of the deal, and the text message contained a real estate broker's name at the end. Other texts between the companies did not contain names at the end, so that text message can act as evidence that Two Electronics meant for it to be legally binding. Two Electronics' proposal that St. John's sign the agreement first was a counter-offer, and when St. John's signed it and returned it to Two Electronics, Two Electronics could then be considered to be bound by the agreement.