

## LISTING

“Key Realty, Teddy”

“Excellent you called the right person. I have a guarantee to sell your home in 60 days or less with no cost to you up front.”

“If I may have your email, I will immediately email over how I do my business and the guarantee in writing.”

**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:* \_\_\_\_\_

**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**

<b>NAME</b>	<b>LICENSE NUMBER</b>
_____	_____
_____	_____
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_____	_____
_____	_____

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:* \_\_\_\_\_



### **Listing Residential Properties 2017 with 30 Day Guarantee**

Key agent(s) \_\_\_\_\_ will only list residential properties if the following is completed before the listing begins.

1. If appraisal value is less than \$350k the appraisal cost is \$250. If appraisal value is between 350k but less than 800k the appraisal cost is \$400. If the value is above \$800k the appraisal cost is \$600.

*Note: The appraisal is the first item to be completed. If the seller wants to list property for more than appraised value, we will cancel this agreement. The seller will agree to pay for the appraisal and there will be no further contractual agreement.*

2. A complete certified inspection report including; Structural, roof, P & E, HVAC, Mold and Pest if needed- cost is \$850.
3. According to NRS 116.4109 a seller must pay for an expedited resale package if they live in an HOA.
4. A complete ordered full title report, on the listed/ appraised property cost is \$150. If title is held in trust or any other legal entity, the seller must pay for any attorney letter to be drafted on said attorneys legal letter head, who has the legal right to sell the listed/appraised property. A copy of the trust/ attorney opinion will also be required by law by the title company.
5. Any property appraised/listed at 170k or above is 6% commission. If listing/appraised value is between \$120k and \$170k commission is 7%. If the listing/appraised value is between \$120k and \$90k commission is 8%. If the listing/ appraised value is less than \$90k the commission is 10%.
6. The listing agent(s) will order the appraisal, inspections, and full title report. The title company and seller will cooperate to get a full loan payoff. The listing agent(s) guarantee an acceptable contract at or above list price within 30 days.

7. The seller will reimburse listing agent(s) at close of escrow for the inspection reports, appraisal and title report, when an acceptable offer is received within 30 days or less.
8. The listing will officially begin and have a 30 day guarantee of sale at or above listed price within usually 1 week of all work, including appraisal, inspections, resale package, title report and any repairs being done if needed.
9. Seller agrees to list the property at or below appraised value.
10. Seller agrees to have any and all repairs that inspection report notates completed by a licensed contractor and have paid receipts showing completed work.
11. Under no circumstances may the owner make repairs unless he or she is a licensed contractor.
12. Seller agrees to make a decision on any and all offers that are at or above list price within 3 clock hours, from receipt. The agent will also make a note of this in the MLS listing. This is all part of the **30 Day Guarantee.**
13. Seller agrees not to look at any offers below list price/appraised value.

*We will not list any property that may have lead base paint, asbestos, kitec plumbing, or any other health related item until a licensed environmental contractor, who is licensed and bonded in the state of Nevada has given a certificate of being in compliance.*

**When you agree with the 30 Day Guarantee please call  
or email me and start packing immediately!**

**Your Property is Sold!**

Upon agreeing to the aforementioned, please sign in acknowledgement below.

NOTE: The Nevada Duties Owed form must be acknowledged prior to the signing of this document.

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Client Printed Name:

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Client Signed Name:

Date:

Time:



### **Listing Residential Properties 2017 with 60 Day Guarantee**

Key agent(s) \_\_\_\_\_ will only list residential properties if the following is completed before the listing begins.

1. If appraisal value is less than \$350k the appraisal cost is \$250. If appraisal value is between 350k but less than 800k the appraisal cost is \$400. If the value is above \$800k the appraisal cost is \$600.

*Note: The appraisal is the first item to be completed. If the seller wants to list property for more than appraised value, we will cancel this agreement. The seller will agree to pay for the appraisal and there will be no further contractual agreement.*

2. A complete certified inspection report including; Structural, roof, P & E, HVAC, Mold and Pest if needed- cost is \$850.
3. According to NRS 116.4109 a seller must pay for an expedited resale package if they live in an HOA.
4. A complete ordered full title report, on the listed/ appraised property cost is \$150. If title is held in trust or any other legal entity, the seller must pay for any attorney letter to be drafted on said attorneys legal letter head, who has the legal right to sell the listed/appraised property. A copy of the trust/ attorney opinion will also be required by law by the title company.
5. Any property appraised/listed at 170k or above is 6% commission. If listing/appraised value is between \$120k and \$170k commission is 7%. If the listing/appraised value is between \$120k and \$90k commission is 8%. If the listing/ appraised value is less than \$90k the commission is 10%.
6. The listing agent(s) will order the appraisal, inspections, and full title report. The title company and seller will cooperate to get a full loan payoff. The listing agent(s) guarantee an acceptable contract at or above list price within 30 days.

7. The seller will reimburse listing agent(s) at close of escrow for the inspection reports, appraisal and title report, when an acceptable offer is received within 30 days or less.
8. The listing will officially begin and have a 30 day guarantee of sale at or above listed price within usually 1 week of all work, including appraisal, inspections, resale package, title report and any repairs being done if needed.
9. Seller agrees to list the property at or below appraised value.
10. Seller agrees to have any and all repairs that inspection report notates completed by a licensed contractor and have paid receipts showing completed work.
11. Under no circumstances may the owner make repairs unless he or she is a licensed contractor.
12. Seller agrees to make a decision on any and all offers that are at or above list price within 3 clock hours, from receipt. This is all part of the **60 Day Guarantee**.
13. Seller agrees not to look at any offers below list price/appraised value.

*We will not list any property that may have lead base paint, asbestos, kitec plumbing, or any other health related item until a licensed environmental contractor, who is licensed and bonded in the state of Nevada has given a certificate of being in compliance.*

**When you agree with the 60 Day Guarantee please call  
or email me and start packing immediately!**

**Your Property is Sold!**

Upon agreeing to the aforementioned, please sign in acknowledgement below.

NOTE: The Nevada Duties Owed form must be acknowledged prior to the signing of this document.

---

Client Printed Name:

---

Client Signed Name:

Date:

Time:

Now that you have agreed to how we do our residential listings and signed the duties owed, we need you to fill out a 4 page seller real property disclosure statement that is enclosed. Then you will see our agents step by step procedure for getting your property listed.



## 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		YES	NO	N/A
Electrical System .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Shower(s).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plumbing.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sink(s) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sewer System & line.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sauna / hot tub(s).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Septic tank & leach field.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Built-in microwave .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Well & pump .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Range / oven / hood-fan.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Yard sprinkler system(s).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dishwasher .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fountain(s) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Garbage disposal.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Heating system.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trash compactor .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cooling system .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central vacuum.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Solar heating system .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Alarm system .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fireplace & chimney.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	owned.. <input type="checkbox"/> leased.. <input type="checkbox"/>			
Wood burning system .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Smoke detector .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Garage door opener.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Intercom.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water treatment system(s).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Data Communication line(s).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
owned.. <input type="checkbox"/> leased.. <input type="checkbox"/>				Satellite dish(es) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water heater.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	owned.. <input type="checkbox"/> leased.. <input type="checkbox"/>			
Toilet(s) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bathtub(s) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

**EXPLANATIONS:** Any "Yes" must be fully explained. Attach explanations to form.

\_\_\_\_\_  
Seller(s) Initials

\_\_\_\_\_  
Buyer(s) Initials

**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 Health? .....

**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. Wastewater disposal:** Municipal Sewer  Septic System  Other

**15.** This property is subject to a Private Transfer Fee Obligation? .....

**EXPLANATIONS:** Any "Yes" must be fully explained. Attach explanations to form.

\_\_\_\_\_  
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) and two (2) 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 three (3) and four (4).**

Buyer(s): \_\_\_\_\_ Date: \_\_\_\_\_

Buyer(s): \_\_\_\_\_ Date: \_\_\_\_\_

## Agent Step by Step Procedures for Taking a Listing

1. Email the complete step by step package

Date: \_\_\_\_\_ Time: \_\_\_\_\_

If you want to proceed, please check the box and email back

**NOTE: #'s 2, 3, 4 and 5 should be done simultaneously**

2. Simultaneously with the order of the appraisal, the seller will order a resale package if they have an HOA. When completed, please check the box to proceed and email the resale package to the agent.

Date: \_\_\_\_\_ Time: \_\_\_\_\_

If you want to proceed, please check the box and email back

3. The agent will order the appraisal. When it's completed, it will be emailed to you in the completed form. You may then cancel this agreement by paying for the appraisal or check the box to continue and email back.

Date: \_\_\_\_\_ Time: \_\_\_\_\_

If you want to proceed, please check the box and email back

4. The agent will order the structural inspection and email the report to you. If there is anything wrong, the seller agrees to have it fixed by a licensed, bonded Nevada Contractor.

Date: \_\_\_\_\_ Time: \_\_\_\_\_

If you want to proceed, please check the box and email back

5. We will now order a full title report including, but not limited to, any loan payoffs and clear title.

Date: \_\_\_\_\_ Time: \_\_\_\_\_

If you want to proceed, please check the box and email back

6. We will now have you sign the following: a Duties Owed, an Equity Sheet, a Listing Contract with Addendums and a Seller Real Property Disclosure statement. After this is completed, we will enter it into the MLS and email you a copy of everything so that we may proceed to the next step.

Date: \_\_\_\_\_ Time: \_\_\_\_\_

If you want to proceed, please check the box and email back

7. We will attach a lock box to your home and have pre-printed flyers for you to sign off on.

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Check the box when this step is completed and email back

8. We will email you at least twice a week regarding any inquiries or showings we have received.

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Check the box when this step is completed and email back

9. We have now received a bona fide contract and once you have signed and accepted it, and it has been communicated to the other party, CONGRATULATIONS, you have sold your home but it is still NOT CLOSED. We will now open escrow or assist the other agent with the opening and we will verify this by email along with preliminary escrow instructions to you.

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Check the box when this step is completed and email back

10. Approximately two weeks prior to close of escrow we will be in contact with you to verify that you are ready to move and you must maintain the interior and exterior of the house in the state that the buyer saw it, or they may back out of the contract.

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Check the box when this step is completed and email back

11. You will be contacted by the escrow/title company to come and sign paperwork for the closing of your property approximately 2-6 days prior to closing. At this time, you will disclose to the escrow/title company where you want your proceeds check to go; wired or you will pick up after close of escrow. This is between you and the escrow/title company. Once that is completed, we will notify you that this has been done and you agree to vacate prior to 7am on the day of closing.

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Check the box when this step is completed and email back

12. At least one day prior to close of escrow we will come by and pick up a house key, mailbox pedestal key, garage door opener remote controls and all direction/warranty books that may go with the property.

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Check the box when this step is completed and email back

13. Once we have received notice that it is closed, we will give keys and other materials to the buyer's agent who will sign off that they have received.

Date: \_\_\_\_\_ Time: \_\_\_\_\_

This box will be checked by us that this has been completed

IF WE CAN BE OF ANY ASSISTANCE TO YOU IN THE FUTURE FOR ANY REAL ESTATE NEEDS IN THIS STATE OR ANY OTHER, PLEASE FEEL FREE TO CONTACT US.

Our email address is: \_\_\_\_\_

Your email address is: \_\_\_\_\_