

Insert the Appraisal Here

Insert the Inspection Here

Insert Resale Package Here

Insert Full Title Report

1. SELLER'S INFORMATION

Seller: _____

Realty Address: _____ (Legal on File)

City of: _____ County of: _____ State of: Nevada Zip: _____

Commencement Date: _____ Expiration Date: _____

2. TERMS OF SALE

Sales price will be: \$ _____

Sales price will be the sum of: _____ (Dollars)

The following financing terms will be considered:

- Cash
- Conventional Loan
- FHA Loan
- VA Loan
- Owner will Carry
- AITD
- Lease Option
- Assumable

3. COMMISSION

- A. Listing Brokerage commission is fully negotiable.
- B. Listing Brokerage is authorized to cooperate with other Brokerages in the marketing, sale or exchange of the realty.
- C. Listing Brokerage commission will be paid from Owner's proceeds at close of escrow.
- D. Listing Brokerage commission is irrevocably assigned by owner at the time of sale to Listing Brokerage.
- E. Commission will be _____% of the final sales price and split as follows.
 - 1. _____% of the final sales price to the Listing Brokerage.
 - 2. _____% of the final sales price to the Buyer's Brokerage.
- F. Commission will be paid provided the Buyer's Brokerage procures a buyer during the above time period or written extension.
- G. Commission will be paid if the realty is sold, exchanged, or otherwise transferred during the above listing period.
- H. Commission will be paid, if there is a sale by anyone, including the owner.
- I. Commission will be payable upon default by Owner.
- J. Commission will be payable on mutual rescission by Buyer and Owner which prevents completion of the purchase.

4. OWNER'S OBLIGATIONS AND WARRANTIES

- A. Owner agrees to make available to Listing Brokerage and prospective buyers all relevant data pertaining to the realty.
- B. Owner agrees to allow Listing Brokerage and cooperating Brokerages to show realty at reasonable times with reasonable notice.
- C. Owner agrees not to obstruct the Listing Brokerage's performance.
- D. Owner, upon the sale of the realty, will promptly deposit in escrow all instruments necessary to complete the sale.
- E. Owner has completed the Sellers Real Property Disclosure Statement and allows Listing Brokerage to distribute copies.
- F. Owner has ordered loan payoff
- G. Owner has ordered resale package
- H. Owner understands any and all tax consequences
- I. Owner warrants the accuracy of the information furnished with respect to the realty.
- J. Owner agrees to hold the listing Brokerage harmless from any liability arising out of incorrect or undisclosed information.
- K. Owner agrees to notify Listing Brokerage within seven (7) days of changes in rentals, expenses, or other material aspects.
- L. Owner to consider a 1031 exchange.
- M. Owner warrants that he or she is the owner of record of the realty OR
- N. Owner has given authority to the undersigned to execute this Agreement on behalf of the Owner(s) of record (proof on file).

[] [] Owner's Initials
I have read and understand this page

[] [] Agent's Initials
I have read and understand this page

5. OWNER'S INSTRUCTIONS AND AUTHORIZATIONS

- A. Owner instructs Listing Brokerage to list and market the realty using the following tools:
- | | |
|---|---|
| 1. <input type="checkbox"/> Multiple Listing Service (MLS) | 5. <input type="checkbox"/> Distribute marketing flyers to area businesses |
| 2. <input type="checkbox"/> Place a "For Sale" Sign on the realty | 6. <input type="checkbox"/> Distribute marketing flyers in the neighborhood |
| 3. <input type="checkbox"/> Place a lockbox on the realty | 7. <input type="checkbox"/> Distribute marketing flyers to other top agents |
| 4. <input type="checkbox"/> Distribute on the Internet | 8. <input type="checkbox"/> Hold an open house with one (1) week's notice |

Owner's initials - those not marked will not be done by the agent at Owner's request

- B. Owner authorizes listing agent representative to complete the following reports:
- | | |
|--|----------|
| 1. <input type="checkbox"/> Obtain a Full Title Report not to exceed a cost of | \$ _____ |
| 2. <input type="checkbox"/> Obtain a Structural Inspection not to exceed a cost of | \$ _____ |
| 3. <input type="checkbox"/> Obtain a Roof Certification not to exceed a cost of | \$ _____ |
| 4. <input type="checkbox"/> Obtain a Pest & Dry Rot Inspection not to exceed a cost of | \$ _____ |

Owner's initials - those not marked will not be done by the agent at Owner's request

***** Owner is aware of the benefits of these inspections according to NRS 113.150.5B**

- C. Owner authorizes Listing Brokerage to display the following fees. These fees will cover the previous twelve (12) months; per diem
- | | |
|---|--|
| 1. <input type="checkbox"/> Electric Fees | 4. <input type="checkbox"/> Gas Fees |
| 2. <input type="checkbox"/> Water Fees | 5. <input type="checkbox"/> Sewer Fees |
| 3. <input type="checkbox"/> Tax Fees | 6. <input type="checkbox"/> Association Fees |

Owner's initials - those not marked will not be done by the agent at Owner's request

INITIAL OR N/A ON EACH OF THE FOLLOWING

- D. Owner wants buyer or buyer's agent to fax or e-mail offers directly to the listing agent who will present in person or email to the owner. Listing agent will prepare a net sheet for the owner. _____ (initial if chosen)
- E. Owner agrees to make a decision within three hours of receiving offers. yes no
- F. Seller authorizes agent to reject any offer that is less than _____ % of the list price.

6. LOCKBOX INFORMATION

- A. A lock box is a depository for a key to the above premises.
- B. A lock box will provide access to the interior of the premises by participants of the Multiple Listing Service (MLS).
- C. If persons other than the Owner occupy the realty, Owner must obtain the occupants written permission for use of the lock box.
- D. No brokerages, MLS, or the Association of REALTORS® are insured against, resulting from the use of a lockbox:
- Theft
 - Loss
 - Damage
 - Vandalism
- E. Owners are advised to verify their insurance coverage and, if necessary, obtain appropriate insurance.

7. BROKERAGE'S OBLIGATIONS, FAIR HOUSING, ATTORNEY FEES

- A. Listing Brokerage agrees to use due diligence in effecting a sale of realty.
- B. State and federal laws prohibit discrimination in all real estate transactions.
- C. In any action for commission, the prevailing party will be entitled to reasonable attorney fees.

8. LIMITATION OF BROKERAGE

Real Estate Brokerages and agents are not qualified to give legal, tax, accounting, or insurance advice.

9. ENTIRE CONTRACT AND ADDITIONAL TERMS AND CONDITIONS

- A. This document contains the entire contract of the parties and supersedes all prior contracts.
- B. There are no other representations with respect to the realty which are not expressly set forth.
- C. Any modifications must be in writing and signed and dated by both parties.
- D. Owner acknowledges that he or she has not relied on any other statements of the real estate Agent or Listing Brokerage.
- E. The owner/seller agrees to vacate within 30 days or less upon acceptance of an offer.
- F. Seller agrees to offer bonuses to buyers' brokerage an amount of \$ _____.
- G. Seller agrees to contribute \$ _____ towards buyers' costs.
- H. Seller agrees to contribute \$ _____ to the listing agent if sold within _____ days.

<p>[] [] Owner's Initials I have read and understand this page</p>	<p>[] [] Agent's Initials I have read and understand this page</p>
--	--

Property Address: _____

- I. Any agent contribution must be stated below with the dollar amount listed.
- J. Seller agrees to leave all utilities on until close of escrow.
- K. Seller verifies that this is not a flipped property. That means the seller has owned it for at least six months.
- L. If any inspection or title search reveals a negative result, the seller or Key Realty can either cancel or continue with the contract.
- M. Agent may send correspondence to the seller through the following e-mail address: _____
- N. Seller recognizes that Key Realty and the licensees contracted by Key Realty may list and/or sell properties that could be similar to the property noted in Section 1 of this contract. Though the licensee will make every effort to sell the property noted in section 1, another similar property may be sold as a result of this listing. The seller is still subject to the terms of section 3 regardless of other property sales that may be sold as a result of this listing and the marketing of this listing.
- O. By signing below, all parties have reviewed and consulted a licensed attorney about the limitations of disclosure relative to NRS 40.770 and the limitation of disclosure relative to possible death, methamphetamines, viruses and sex offenders within proximity to the real property.
- P. Seller understands that per Nevada Administrative Code 645.632, Key Realty is required to present all bona fide offers. The seller is also required to accept or reject all offers in writing. The seller may waive this requirement by signing Nevada waiver form 632.
- Q. The following items apply to this listing contract if the item has been marked wherein applicable:
 - o Seller will only consider offers wherein the buyer has provided underwritten loan approval or cash offers and the seller affords the seller's agent of record the ability to request these documents at the time of offer to purchase.
 - o Seller agrees to allow seller's agent to provide the buyer or buyer's agent with any and all documents pertinent to the sale of the property wherein deemed applicable to the sale. This includes but is not limited to appraisal reports, inspection reports, resale packages and information pertaining to clear title.
 - o Seller agrees to allow seller's agent to market the property wherein all offers presented are acknowledged as accepted, rejected or countered within 3 business hours of submission.

10. ADDITIONAL TERMS AND CONDITIONS

11. AUTHORIZATION

The undersigned Owner hereby grants the undersigned Listing Brokerage the exclusive authorization and right to sell the above named realty. Owner also acknowledges understanding of all clauses and acknowledges a receipt of a copy of this contract.

Date: _____

Date: _____

Owner's Signature: _____

Brokerage: Key Realty LLC

Owner's Signature: _____

Agent's Signature: _____

Owner's Address: _____

Address: Main: 9890 S. Maryland Parkway, #200

Las Vegas, Nevada 89123

Phone/Fax: _____

Phone/Fax: 702-313-7003 / 702-933-3603

E-Mail: _____

Agent's E-Mail: _____

Brokerage E-Mail: Contact@KeyRealtyLasVegas.com

[] [] Owner's Initials
I have read and understand this page

[] [] Agent's Initials
I have read and understand this page

**STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION**

2501 East Sahara Avenue, Suite 102 * Las Vegas, NV 89104-4137 * (702) 486-4033
e-mail: realest@red.nv.gov <http://red.nv.gov/>

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

Revised: 06/26/07

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**STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION**

2501 East Sahara Avenue, Suite 102 * Las Vegas, NV 89104-4137 * (702) 486-4033
e-mail: realest@red.nv.gov <http://red.nv.gov/>

**AUTHORIZATION TO NEGOTIATE
DIRECTLY WITH SELLER**

Nevada law permits a real estate licensee to negotiate a sale or lease directly with the seller or lessor with written permission from the listing broker. This form grants that permission with respect to the below-named Seller(s) and the listed property.

- Seller agrees, and the Seller's broker authorizes, that a Buyer's agent or broker may present offers (including subsequent counteroffers) and negotiate directly with the Seller.
- "Negotiate" means (a) delivering or communicating an offer, counteroffer, or proposal; (b) discussing or reviewing the terms of any offer, counteroffer, or proposal; and/or (c) facilitating communication regarding an offer, counteroffer, or proposal and preparing any response as directed.
- Seller understands and agrees that, after accepting an offer, additional contact from the Buyer's agent may be required to obtain disclosures and other documents related to the transaction.
- Seller acknowledges and agrees that Buyer's agent does not represent the Seller, and negotiations pursuant to this authorization do not create or imply an agency relationship between the Buyer's agent and the Seller. Seller understands that he/she should seek advice from Seller's broker and/or financial advisers or legal counsel.
- Seller acknowledges that Seller's broker will provide a copy of this authorization to the Buyer's agent or broker upon request, prior to presenting an offer.

Seller's Name(s): _____

Seller's Signature(s): _____ / _____
Date Time

Property Address: _____

City: _____ Zip: _____ Contract Listing Date: _____

Company Name: _____

Seller's Agent Name: _____ Signature: _____
Date / Time

Seller's Broker Name: _____ Signature: _____
Date / Time

Are you aware of any of the following?:

1. **Structure:**
 - (a) Previous or current moisture conditions and/or water damage? YES NO
 - (b) Any structural defect? YES NO
 - (c) Any construction, modification, alterations, or repairs made without required state, city or county building permits? YES NO
 - (d) Whether the property is or has been the subject of a claim governed by NRS 40.600 to 40.695 (construction defect claims)? YES NO
(If seller answers yes, FURTHER DISCLOSURE IS REQUIRED)
2. **Land / Foundation:**
 - (a) Any of the improvements being located on unstable or expansive soil? YES NO
 - (b) Any foundation sliding, settling, movement, upheaval, or earth stability problems that have occurred on the property? YES NO
 - (c) Any drainage, flooding, water seepage, or high water table? YES NO
 - (d) The property being located in a designated flood plain? YES NO
 - (e) Whether the property is located next to or near any known future development? YES NO
 - (f) Any encroachments, easements, zoning violations or nonconforming uses? YES NO
 - (g) Is the property adjacent to "open range" land? YES NO
(If seller answers yes, FURTHER DISCLOSURE IS REQUIRED under NRS 113.065)
3. **Roof:** Any problems with the roof? YES NO
4. **Pool/spa:** Any problems with structure, wall, liner, or equipment? YES NO N/A
5. **Infestation:** Any history of infestation (termites, carpenter ants, etc.)? YES NO
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? YES NO
 - (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? YES NO
7. **Fungi / Mold:** Any previous or current fungus or mold? YES NO
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? YES NO
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? YES NO
 - (a) Common Interest Community Declaration and Bylaws available? YES NO
 - (b) Any periodic or recurring association fees? YES NO
 - (c) Any unpaid assessments, fines or liens, and any warnings or notices that may give rise to an assessment, fine or lien? YES NO
 - (d) Any litigation, arbitration, or mediation related to property or common area? YES NO
 - (e) Any assessments associated with the property (excluding property taxes)? YES NO
 - (f) Any construction, modification, alterations, or repairs made without required approval from the appropriate Common Interest Community board or committee? YES NO
10. Any problems with water quality or water supply? YES NO
11. **Any other conditions or aspects of the property which materially affect its value or use in an adverse manner?** YES NO
12. **Lead-Based Paint:** Was the property constructed on or before 12/31/77? YES NO
(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? YES NO

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: _____

Recommendations for When It's Listed

1. Safety
2. Must call me and have an agent set up a showing
3. NRS 40.770
4. May be there but don't talk/usually best if your gone
5. They must go through me to talk to you
6. Make sure you are always available to look at offers
*Remember it is legal to verbalize and I will memorialize it for you immediately
7. Has to be in writing – Accept, Reject or Counter
8. When and if you sign the offer- not enforceable until communicated and approved by buyer
9. When we have a valid contract – I will then complete an equity sheet

