

COLDWELL BANKER PREMIER REALTY BLUNIVERSITY

LEAVE YOUR MARK

THE LISTING PROCESS, MARKET ANALYSIS, AND INSPECTIONS

FASTSTART 30 HOUR POST LICENSING
SESSION 4

INSTRUCTOR:
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SALES MANAGER OF THE GREEN VALLEY CAMPUS



COLDWELL BANKER
PREMIER REALTY

OBJECTIVES

- Understand how to prepare for a listing appointment, including creating
- Know how to complete an Exclusive Right to Sell Agreement
- Give a listing presentation
- Understand what documents are needed at the time of the listing
- Apply the fair housing law when working with a seller

ALWAYS follow these steps:

1. Use the pre-listing Interview (Reason vs Motivation)
2. Do your homework – CMA, property profile, prepare presentation
3. Deliver pre-listing packet
4. Call to confirm the appointment
5. Show up physically and mentally prepared / present with energy and enthusiasm

1. Pre-Listing Interview

1. Name: _____

2. Property Address: _____

3. Mailing Address: _____

4. Personality Styles: _____

5. Phone # _____ (B) _____ (C) _____ (F) _____

E-Mail _____

* 6. Why are you selling?

* 7. When do you need to be there?

8. Describe your house for me:

Beds _____ Baths _____ Sq. Ft. _____

Style _____ Lot size _____

9. How long have you owned your home? _____

10. What sold you on your home?

What features do you like the most? _____

11. Have you done any updating to the home since you bought it?

12. What do you owe on the property? Seconds? Liens? SID's/LID's?

13. What are 3 things you are looking for in a Sales Associate / Agent?

1. _____
2. _____
3. _____

14. Are you interviewing any other brokers for this job?

Who? _____

When? _____

15. Have you considered selling the property yourself?

16. On a scale of 1 to 10, how saleable is your home currently?

17. Explain to the seller what happens next:

I'm going to drop off (email) a package of information to you, please take a few minutes to review it. Also will be a video that talks about our company and our marketing. And then I will call you to confirm our appointment.

“Homework” for seller

Ask the seller to please have these items ready for our review when you meet with them in their home to help save you time and make the process more efficient.

- Loan Information
- Homeowner's Association Statements \ Information
- LID or SID Statements
- Home Warranty Information
- Utility bills for the last year
- Spare Keys
- Trusts, LLC Agreements, POA, etc

18. Set appointment: Day_____ Time_____ Place_____

Prelisting Packet _____ Email Video _____ Confirmation Call _____

19. Tell Branch Manager for pre-listing Phone Call

Video Link

<https://www.youtube.com/watch?v=1qS84kwIwWg&feature=youtu.be>

2. Do your homework

Market Analysis

Think like an appraiser

- Start with the Tax Record
- Start Narrow work Broad
- Look at ER, EA, S, X, W, P, C
- Side by Side or Multi Row View for Solds
- Print some Photo Views of most Similar – for price and for marketing

Think like a buyer

- Look at the competition
- Where do you want to be POSITIONED against the competition?

Pre-Listing/Listing Package

The following is a suggested list of items that could be included in your Pre Listing /Listing Package. Build your package today so you will be ready to customize it for the next seller you work with.

About Me

- Letter of Introduction
- Personal Brochure
- Client testimonials with contact information
- Meet my Team
- Personal References and Resume
- Sales Records

Information on the Company

- Brand Recognition
- Market Share / Size and Exposure
- Awards and Recognition
- Other things unique to Coldwell Banker

Marketing / Marketing Plan

- Plan to get your House Sold
- Copy of home page of your company web site
- Reasons to list you and your company
- Guarantees

Information on the Market / Market Analysis

- Competitive Market Analysis
- Absorption Rate
- Odds of Selling
- Market Trends
- Articles about Real Estate

Documents

- Listing Documents – Prefilled
- Disclosures
- Net Sheet

3. Deliver the Pre-Listing Package

- What is it?
- Why do it?
- Get it there BEFORE the listing appointment
 - Email
 - Mail

Hand Deliver

4. Call to Confirm the Appointment

Before I come ... there are a number of questions I need to ask you ... OK?

1. If what I say makes sense ... and you feel comfortable and confident that I can ... sell your home ... are you planning to ... list your home with me when I come out on _____?
2. Are you planning (still planning) to interview more than one agent for the job of selling your home?
3. Again ... you told me you are moving to _____ correct?
4. And you said you have to be there in _____ months correct? Great!
5. When I see you ... how much do you want to list your home for?
 - a. As a professional Real Estate agent, I study homes and prices everyday ...therefore I assume you'll list with me ... at a price that will cause your home to sell ... correct?
 - b. So ... what price won't you go below?
6. Tell me again, you owe \$_____ on the property correct? Excellent!
7. You are not planning to help finance the home for the buyer ... you want your cash out correct? That's great!
8. Did you review the package of information I sent you (dropped off) ... Great...will you take a few moments and review it? Thank you.
9. Do you have any questions before I arrive? (No) Great!

That's a great question, I will be sure to address that first when I come out on _____.

10. So you know ... our meeting should only take between five to twenty-five minutes ... is that OK? I'll look forward to seeing you on _____ at _____.

5. Show up physically and mentally prepared / present with energy and enthusiasm

Customer service is helping the seller get where they want to go, on time

- As I mentioned I am excited about sharing with you the data that I've gathered. It is my job to provide you with all the information you need to correctly position your house to sell in the time you have allotted.
- First, a little about me

About the company

About my marketing – refer to Seller Service Guarantee

- Do you have any questions on the marketing or pricing?
- Let me start by discussing a ...“Macro” view of the Las Vegas real estate market.
 - THE “PRESS” ON THE MARKET
 - NUMBER OF SALES... NEW AND RESALE
 - ABSORPTION RATE
 - WHERE BUYERS ARE COMING FROM
 - BALANCED MARKET... BUYERS AND SELLERS
 - INTEREST RATES
 - HOTEL OPENINGS
 - IMPACT OF NEW HOMES
- Do you know how buyers determine value?
- Buyers determine value by comparison shopping. They look at the price of your house based on its features and benefits, and compare it with the features and benefits of similar homes that are currently on the market. Does that make sense?
- So, if you want to increase value:
 - A. Lower the price ... or ...
 - B. Have more features and benefits ... for the same price ... Does that make sense?

- So, unless you are planning to add more features and benefits to your house ... Are you? ...
(No ...) price is the only issue ... Can I show you what I mean?
 - 1) This home is just like yours ...
 - 2) How many bedrooms?
 - 3) How many baths?
 - 4) How many square feet?
 - 5) Do you know this neighborhood?
 - 6) Have you seen this house?
(Based on the features and benefits of the home tell them)
 - a. Your house is better
 - b. This house is a little better than yours
 - c. This house is very similar to yours (Justify why you said that by comparing their features and benefits)
 - 7) What price are they asking?
 - 8) Look how long it's been on the market?
 - 9) You need to be in _____ by _____ ... right?
- What price do you feel we should use ... to create value in the eyes of the buyer ...and get someone to decide to buy your home versus the competition?

The Listing Documents (Listing Packet):

Checklist (Proprietary)

SSG (Proprietary)

Listing Information Report (Proprietary)

Exclusive Right to Sell – FILL OUT

Duties Owed

TILA-RESPA

Sellers Real Property Disclosure

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

1. Except as otherwise provided in subsections 2 and 3:

(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 his agent shall serve the purchaser or his 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 his 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 his agent shall inform the purchaser or his 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 his agent without further recourse.

Listing Documents Cont.

Estimated Costs and Net Proceeds

Addendum to Listing Agreement for Common Interest Community Properties

Mortgage Information (Proprietary)

Protection Plan (Proprietary)

Relocation (Proprietary)

Sign Order Form (Proprietary)

Residential Disclosure Guide

Lead Based Paint Disclosure

Waiver/Authorization to Negotiate

FAIR HOUSING

The Fair Housing Act:

The Fair Housing Act prohibits discrimination by direct providers of housing, such as landlords and real estate companies as well as other entities, such as municipalities, banks or other lending institutions and homeowners insurance companies whose discriminatory practices make housing unavailable to persons because of:

- Race
- color
- religion
- sex
- national origin
- Handicap
- Familial Status

Also Ancestry, Sexual Orientation and Gender Identity or Expression in Nevada

Discrimination in Housing Based Upon Race or Color

Housing providers may try to disguise their discrimination by giving false information about availability of housing, saying that nothing is available or steering home seekers to certain areas based on race. The Department's Fair Housing Testing Program seeks to uncover this kind of hidden discrimination and hold those responsible accountable.

Most of the mortgage lending cases brought by the Department under the Fair Housing Act and Equal Credit Opportunity Act have alleged discrimination based on race or color.

Discrimination in Housing Based Upon Religion

The Fair Housing Act prohibits discrimination in housing based upon religion. This prohibition covers instances of overt discrimination against members of a particular religion as well less direct actions, such as zoning ordinances designed to limit the use of private homes as a place of worship.

Discrimination in Housing Based Upon Sex, Including Sexual Harassment

The Department's enforcement program is aimed at landlords who create an untenable living environment by demanding sexual favors from tenants or by creating a sexually hostile environment for them.

Discrimination in Housing Based Upon National Origin

The Fair Housing Act prohibits discrimination based upon national origin. Such discrimination can be based either upon the country of an individual's birth or where his or her ancestors originated.

Discrimination in Housing Based Upon Disability

The Fair Housing Act prohibits discrimination on the basis of disability in all types of housing transactions. The Act defines persons with a disability to mean those individuals with mental or

physical impairments that substantially limit one or more major life activities. The term mental or physical impairment may include conditions such as blindness, hearing impairment, mobility impairment, HIV infection, mental retardation, alcoholism, drug addiction, chronic fatigue, learning disability, head injury, and mental illness. Current users of illegal controlled substances, persons convicted for illegal manufacture or distribution of a controlled substance, sex offenders, and juvenile offenders are not considered disabled under the Fair Housing Act, by virtue of that status.

The Fair Housing Act defines discrimination in housing against persons with disabilities to include a failure "to design and construct" certain new multi-family dwellings so that they are accessible to and usable by persons with disabilities, and particularly people who use wheelchairs.

Discrimination in Housing Based Upon Familial Status

The Fair Housing Act, with some exceptions, prohibits discrimination in housing against families with children under 18. In addition to prohibiting an outright denial of housing to families with children, the Act also prevents housing providers from imposing any special requirements or conditions on tenants with custody of children.

Blockbusting

The practice of illegally frightening homeowners by telling them that people who are members of a particular race, religion, or national origin are moving into their neighborhood and that they should expect a decline in the value of their property. The purpose of this scheme is to get the homeowners to sell out at a deflated price.

Advertising

REALTOR Code of Ethics

Standard of Practice 10-3

REALTORS® shall not print, display or circulate any statement or advertisement with respect to selling or renting of a property that indicates any preference, limitations or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity

Article 12

REALTORS® shall be honest and truthful in their real estate communications and shall present a true picture in their advertising, marketing, and other representations.

REALTORS® shall ensure that their status as real estate professionals is readily apparent in their advertising, marketing, and other representations, and that the recipients of all real estate communications are, or have been, notified that those communications are from a real estate professional.

QUESTIONS?

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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:* _____

Seller Services **GUARANTEE**

To help you sell your property in the least amount of time and at the highest possible value, Coldwell Banker Premier Realty and I guarantee to provide these 22 important services.



1. CLIENT REPRESENTATION

We WILL review agency alternatives that are available to you and potential buyers. My role as your agent for the different agency relationships and the representation of your interests will be presented for your consideration.

2. SELLER DISCLOSURE

We WILL present your written disclosure regarding the condition of your property to prospective buyers. You will keep me informed of any changes to ensure the information stays current on the disclosure form.

3. HOME WARRANTY

We WILL discuss with you the information and benefits of a warranty on the operating systems of your home to potentially attract more buyers and to help reduce your liability.

4. COMPETITIVE MARKET ANALYSIS

We WILL review with you current market information and will help you determine the most effective pricing strategy for your property.

5. HOME ENHANCEMENT

We WILL review with you methods to enhance your property's ability to attract buyers and to achieve the highest possible value.

6. FINANCING ALTERNATIVES

We WILL discuss with you various financing alternatives for prospective buyers and the likely impact of each alternative on your sale.

7. ESTIMATED PROCEEDS

We WILL review with you an estimate of the proceeds you can expect from the sale of your property.

8. EVERY DAY UNTIL ITS SOLD MARKETING PROGRAM

Online Exposure

Internet: We WILL arrange for your property to receive its own website with a customized video tour and QR code in addition to world-wide exposure through multiple internet sites including LasVegasHomes.com, Realtor.com, ColdwellBanker.com and more.

Property Watch: Your property information will be matched and e-mailed to buyers searching for homes with your property's price and amenities.

Social Marketing: We will leverage our online presence on Facebook, Twitter and YouTube to attract buyers to your property's online profile.

Yard Sign

We WILL place the powerful Coldwell Banker Premier Realty yard sign on your property, subject to local ordinances, to generate calls from prospective buyers.

HomeFacts Audio Tour

We WILL arrange for your property amenities to be accessible by telephone and text to buyers through our exclusive HomeFacts system, which also provides me the buyer contact information for follow-up.

9. OFFICE/BROKER PROMOTION

We WILL immediately notify and actively promote your property to the Coldwell Banker Premier Realty network of sales associates.

10. DIRECT MARKETING

We WILL promote your property through e-mail and/or personal contact marketing to our client network, targeted market and/or buyer segments.

11. OPEN HOUSE

We WILL arrange for an open house to be conducted, if and when appropriate, and as agreed in advance with you.

12. MULTIPLE LISTING SERVICE

We WILL submit your property information and photographs to our local Multiple Listing Service for exposure to other brokers and sales associates.

13. CONCIERGE SERVICES

Through our Concierge Program, we WILL assist in identifying quality licensed, bonded and insured companies available to provide you with any home selling services and other services you require.

14. TECHNOLOGY SUPPORT

We WILL provide you reports, as requested, on the buyer traffic for your property through our various marketing technologies. We will also electronically store your transaction documentation on our secure system for five years.

15. MARKETING ACTIVITY UPDATES

We WILL provide you with a regular report on current market conditions, trends and on buyer and marketing activity on your property.

16. QUALIFIED BUYERS

We WILL make every effort to arrange for pre-qualified or pre-approved buyers to inspect your property.

17. RELOCATING BUYERS

We WILL leverage our Principal Broker status with Cartus, the nation's largest relocation company, to identify additional buyers moving into the area.

18. INVESTMENT SERVICES

Through our Strategic Services Division, we WILL utilize our Investor / purchaser network to enhance various types of buyer opportunities for your property.

19. OFFER NEGOTIATIONS

We WILL review all purchase offers and assist you in negotiating favorable terms.

20. CLOSING THE SALE

We WILL monitor the progress of the transaction including the satisfaction of contingencies and conditions from acceptance of the contract to closing.

21. AFTER SALE SERVICE

We WILL be available after the closing of your property to assist you in following up on any remaining details or service needs.

22. SERVICE SATISFACTION SURVEY

We WILL provide you with a confidential opportunity to complete a written evaluation of our services.

Property Address: _____

Seller(s): _____

This Seller Services Guarantee is the commitment that Coldwell Banker Premier Realty (CBPR) and I will perform these services above as part of the listing agreement on your property. Should CBPR and I not perform these services, you are entitled to terminate the exclusive listing agreement. Written termination notice must state the reason for the termination and be presented by you, in person, to the Branch Manager of the CBPR listing office. You also agree to provide us with an opportunity to correct the situation within 24-hours of receiving your notice. If the exclusive listing agreement is terminated, the termination provisions of the listing agreement shall apply.

You acknowledge that you have read and understand the terms of this Seller Services Guarantee and that the agreement is not binding unless signed by you and me. If you have any questions or concerns during the term of this agreement you may reach my Branch Manager at the Sahara Office 702.871.9500, Centennial Hills Office 702.987.5600 or the Green Valley Office 702.458.7070.

Seller: _____ Date: _____ Seller: _____ Date: _____

Sales Associate: _____ Date: _____ Phone: _____ E-mail: _____@cbvegas.com



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



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: _____/_____/_____/_____

Seller ☐ **does -OR- does not** authorize Broker to disclose the offer and price terms.
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: _____

c. This property **Does Contains** ☐ **-OR- Does Not Contain** ☐ SMART technology which powers and or
automates, surveillance systems, security, enviromental controls and home entertainment features but not limited
to, of the home. If the property so does contain SMART Technology seller will complete a SMART Home
technology addendum which is incorporated as part of this agreement and identifies the items seller intends to
convey with the sale. All Attached Fixures must convey unless identified above.

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

SELLER(S) INITIALS: _____/_____/_____/_____

Seller identifies above items as included or excluded in offering of the Property for sale. Seller understands that the purchase agreement takes precedence over any intention identified above and will ultimately determine what items are included and excluded in the sale. Seller further understands it is their responsibility to ensure the items not included in the sale are addressed in any counter offer to ensure buyers understanding of sellers intent.

d. 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(s) _____.

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 lien items.

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 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). 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

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

SELLER(S) INITIALS: _____ / _____ / _____ / _____

1 to the above compensation. In the event any sum of money due under this Agreement remains unpaid for a period
2 of thirty (30) days, such sum shall bear interest at the rate of () percent per annum from the due date
3 until paid.
4

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

7
8 **7. AGENCY RELATIONSHIP:**

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

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

16 c. Broker may also have licensees in its company who are agents of the Buyer who may show and negotiate
17 an offer to purchase Seller's Property. In this event, the licensees who represent the Buyer will only represent the
18 Buyer in the transaction with all duties owed to the Buyer and not the Seller. This, therefore, does not require a
19 Consent To Act Form.
20

21 **8. REQUIRED DISCLOSURES:**

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

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

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

29 d. Seller acknowledges receipt of the Residential Disclosure Guide:

30 **SELLER(S) INITIALS:** ____/____/____/____
31

32 **9. INDEMNIFICATION:** Seller agrees to save, defend, and hold Broker, GLVAR, and the MLS harmless from
33 all claims, disputes, litigation, and/or judgments arising from (i) any misrepresentation, breach of warranty or breach
34 of a promise by Seller in this Listing Agreement (ii) any incorrect information supplied by Seller, (iii) any facts
35 concerning the Property not disclosed by Seller, including any facts known to Seller relating to adverse conditions
36 or latent defects, (iv) the use of a keybox, or (v) any injury or damage to persons or property in connection with the
37 marketing or showing of the Property. This indemnification shall survive Broker's performance and any transfer of
38 title.
39

40 **10. FAIR HOUSING:** Broker shall offer the Property for sale or lease without regard to race, color, religion, sex,
41 national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or handicap and any
42 other current requirements of federal or state fair housing laws.
43

44 **11. COMMON INTEREST COMMUNITY:** The Property ☐ is **-OR-** ☐ is not located within a Common Interest
45 Community (CIC). If yes, please complete the following:
46

47 Name of CIC(s): _____

48 Telephone: _____ Dues: \$_____ payable ☐ monthly **-OR-** ☐ quarterly

49 Seller ☐ is **-OR-** ☐ is not current on all dues and assessments.

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

SELLER(S) INITIALS: ____/____/____/____

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)

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.

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

SELLER(S) INITIALS: _____ / _____ / _____ / _____

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(S) 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 dispute will be submitted to a mediator agreed to 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: _____/_____/_____/_____ **BROKERS 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 warrants 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: _____/_____/_____/_____

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

SELLER(S) INITIALS: _____/_____/_____/_____

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

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

13
14 Seller may opt-out of any of the following features by initialing the appropriate space(s) below:

15
16 a. ____/____/____/____ I/we have advised the Broker that I/we **DO NOT** want a
17 **commentary section** displayed or linked to the listed Property (the site operator may indicate that the
18 feature was disabled at the request of the seller).

19
20 b. ____/____/____/____ I/we have advised the Broker that I/we **DO NOT** want an **automated**
21 **estimate of value** displayed or linked to the listed Property (the site operator may indicate that the feature
22 was disabled at the request of the seller). *Please note that this automated estimate of value restriction
23 applies to VOW offices only. Virtual Office Websites ("VOWs") are Internet sites operated by MLS
24 Participant Brokers through which they establish relationships and work with clients and customers in
25 cyberspace in ways similar to how real estate professionals interact with clients and customers in a "brick
26 and mortar" environment. This restriction does not apply to automated estimates of value created by non-
27 MLS Participant websites.

28
29 **—OR—**

30 c. ____/____/____/____ Seller does **NOT** opt out of any of the above.

31
32 **21. OFFICE EXCLUSIVE:** Seller does not authorize Broker to disseminate listing information about the Property
33 via GLVAR MLS, however Seller acknowledges and agrees that Broker will file the fully executed Office Exclusive
34 Form with GLVAR MLS in accordance with GLVAR MLS Rules and Regulations. Further, Seller acknowledges
35 and agrees that if there is any Public Marketing of an Office Exclusive listing, then Broker must submit the listing
36 to GLVAR MLS for dissemination to its participants within one (1) business day of the Public Marketing. Public
37 Marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing
38 websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts),
39 multi-brokerage listing sharing networks, and applications available to the general public.

40 Seller ☐ **does -OR- ☐ does NOT** select an Office Exclusive listing. **(Seller may not select this option if Seller has**
41 **authorized marketing/advertising in Section 18.)**

42 **SELLER(S) INITIALS:** ____/____/____/____

43
44 **22. USE OF LISTING CONTENT:** Seller acknowledges and agrees that all photographs, images, graphics, video
45 recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other
46 copyrightable elements relating to the Property provided by Seller to Broker or Broker's agent (the "Broker Listing
47 Content") and any changes thereto, may be filed with MLS, included in compilations of listings, and otherwise
48 distributed, publicly displayed and reproduced in any medium. Seller hereby grants to Broker a non-exclusive,
49 irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display, and

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

SELLER(S) INITIALS: ____/____/____/____

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.**

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

SELLER(S) INITIALS: _____/_____/_____/_____

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.

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. Seller hereby agrees that once an offer has been accepted the MLS Status shall be (choose one only):

☐ Under Contract Show: The property may be shown even after an offer has been accepted.

☐ Under Contract No Show: The property will not be shown once an offer has been accepted.

☐ Determined by seller upon acceptance of the offer.

37. 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:

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

SELLER(S) INITIALS: _____/_____/_____/_____

1
2
3 **THE PRE-PRINTED PORTION OF THIS AGREEMENT HAS BEEN APPROVED BY THE GREATER**
4 **LAS VEGAS ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS THE LEGAL**
5 **VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. FOR**
6 **LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.**

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

10
11 **SELLER:**

12
13 Date _____ Time _____ : _____ ☐ AM ☐ PM

14
15 Seller's Signature _____ Printed Name: _____

16
17 Phone _____ E-Mail _____ Address _____

18
19
20 Date _____ Time _____ : _____ ☐ AM ☐ PM

21
22 Seller's Signature _____ Printed Name: _____

23
24 Phone _____ E-Mail _____ Address _____

25
26
27 Date _____ Time _____ : _____ ☐ AM ☐ PM

28
29 Seller's Signature _____ Printed Name: _____

30
31 Phone _____ E-Mail _____ Address _____

32
33
34 Date _____ Time _____ : _____ ☐ AM ☐ PM

35
36 Seller's Signature _____ Printed Name: _____

37
38 Phone _____ E-Mail _____ Address _____

39
40
41
Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: _____ / _____ / _____ / _____

BROKER:

Company _____

Address _____ City _____ State _____ Zip _____

Phone _____ E-Mail _____

Designated Licensee Signature _____ License No. _____

Printed Name: _____ Licensee's Phone: _____

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: _____ / _____ / _____ / _____



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.

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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 (TTY). For information and publications on fair housing, call HUD's Fair Housing Information Clearinghouse at 1-800-343-3442.



COLDWELL BANKER
PREMIER REALTY

CORONAVIRUS (COVID-19) ACKNOWLEDGEMENT OF RISK

Coronavirus Pandemic: The world-wide Coronavirus ("COVID-19") pandemic, which has been considered a worldwide risk to human health, has had unprecedented impact on the real estate industry.

Real Estate as Essential: The Governor of Nevada, in an effort to minimize the spread of COVID-19, has issued several Directives requiring many businesses to either close, restrict, or modify their operations. In Nevada, real estate activities are considered essential. All persons are expected to engage in proper social distancing measures as well as follow the Centers for Disease Control and Prevention ("CDC") guidelines in order to mitigate the spread of COVID-19.

Risk of Exposure: COVID-19 is a highly contagious virus with several variants ("Virus") that can be spread easily. While everyone is at risk, those with compromised immune systems, underlying health conditions, or who are older typically have an increased risk of infection.

BROKER and AGENT shall use best efforts to take every precaution necessary to minimize exposure to the Virus by wearing proper Personal Protective Equipment ("PPE") when coming into contact with anyone else.

Buyer, Seller, Landlord or Tenant are aware that others may have the Virus and not exhibit symptoms or may not know if they are still contagious if they have previously exhibited symptoms. If Buyer, Seller, Landlord or Tenant currently have the Virus, symptoms, or have had symptoms in the last fourteen (14) days, they agree to not show the property they occupy or gain access to another property where they could potentially expose others.

SELLER or LANDLORD acknowledge that they are aware of the potential risks of exposure to the Virus by voluntarily allowing others to enter their property. Seller or Landlord are aware others may enter the property that are **asymptomatic** AND still transmit the Virus. Seller or Landlord are aware that others may have had symptoms in the last fourteen (14) days and may still be contagious when entering the property. Seller or Landlord are aware they should make every effort to properly disinfect their property after the persons who entered leave the property to limit their own risk. **BY SIGNING BELOW, SELLER or LANDLORD** acknowledge that they understand the potential risks of exposure to the Virus by allowing others to enter their property.

BUYER or TENANT agree to take necessary precautions to protect themselves and others from the Virus by wearing proper PPE, following CDC guidelines for social distancing, and partaking in proper handwashing and sanitation. Buyer or Tenant are aware that others who have entered the property may be **asymptomatic** AND still transmit the Virus. Buyer or Tenant are aware that others may have had symptoms in the last fourteen (14) days and may still be contagious when in the property. Buyer or Tenant are aware that Seller or Landlord may not have properly disinfected the property prior to anyone entering the property. **BY SIGNING BELOW, BUYER or TENANT** acknowledge that they understand the potential risks of exposure to the Virus.

By signing below, I am aware of the risks associated with engaging in real estate activity at this time, do so voluntarily, and have been given an opportunity to consult with health and/or legal experts.

Name _____ Signature: _____ Date _____
☐ Seller ☐ Landlord ☐ Buyer ☐ Tenant

Name _____ Signature: _____ Date _____
☐ Seller ☐ Landlord ☐ Buyer ☐ Tenant

Name _____ Signature: _____ Date _____
☐ Seller ☐ Landlord ☐ Buyer ☐ Tenant

Name _____ Signature: _____ Date _____
☐ Seller ☐ Landlord ☐ Buyer ☐ Tenant



AUTHORIZATION TO FURNISH TILA-RESPA INTEGRATED DISCLOSURES

To: Lender, Title Company, Escrow Agent, and/or their representatives

RE: _____ (Property)

I, _____ ☐ Seller ☐ Buyer, have entered into an exclusive listing/representation agreement with the following Broker:

Name of Broker: _____
NRED License Number: _____
Address: _____
City, State, Zip: _____
Phone: _____ Fax: _____
Email: _____
Name of Broker's authorized agent, *if applicable*: _____
NRED License Number of Broker's authorized agent, *if applicable*: _____

I hereby authorize you to disclose and furnish a copy of any and all loan estimates, closing disclosures or other settlement statements provided in relation to the closing of the real estate transaction involving the Property, to the above-named Broker or Broker's authorized agent.

Signature of Client Date

Signature of Client Date



**WIRE FRAUD NOTIFICATION DISCLOSURE
TO ALERT CLIENTS REGARDING POTENTIAL RISKS RELATED
TO THE FUNDING OF TRANSACTIONS**

Criminals/hackers are targeting email accounts of various parties involved in a real estate transaction (e.g., title agents, mortgage brokers, real estate agents). Among other concerns, this can lead to fraudulent wire instructions being used to divert funds to the criminals' bank accounts. These emails may look like legitimate emails from the proper party.

_____ (hereinafter "Brokerage") strongly recommends that you and others working on your real estate transaction should refrain from placing any sensitive personal and financial information in an email directly or through an email attachment. When you need to share Social Security numbers, bank accounts, credit card numbers, wiring instructions or similar sensitive information, Brokerage recommends using more secure needs, such as providing the information in person, over the phone, or through secure mail or package services whenever possible.

Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without double-checking that the wiring instructions are correct. You should call them at a number that you obtain on your own (e.g. the Residential Purchase Agreement, their website, etc.) and NOT use the phone number or any contact information in the email in order to be sure that you are contacting a legitimate party.

Client shall defend, indemnify and hold Brokerage, its officers, agents, employees and brokers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the wiring instructions or similar sensitive information.

DATED this ____ day of _____, 20__.

Signature

Signature

Client Name

Client Name



ADDENDUM TO LISTING AGREEMENT FOR COMMON INTEREST COMMUNITY PROPERTIES

Nevada Revised Statutes, Sections 116.4109 and 116.41095 require certain documents and certificate (collectively, the “resale package”) to be made available to prospective purchasers of property within a Common Interest Community (the “Association”). The Seller of such property is required to make these documents available and the Homeowners Association or its managers must provide these documents upon request by property owners. The undersigned Seller agrees to obtain and provide to the listing agent these documents listed below for delivery to the Buyer or the Buyer's agent no later than ten (10) days from the date of the accepted purchase agreement.

- ◆ Declaration of Restrictions (CC&Rs)
- ◆ Association Bylaws
- ◆ Rules and Regulations of the Association
- ◆ Statement of monthly assessments for common expenses and any unpaid assessments (*Included in the certificate prepared by the Association*)
- ◆ Current operating budget
- ◆ Current financial statement of the Association, including a summary of the reserves study
- ◆ Statement showing any unsatisfied judgments or lawsuits against the Association (*Included in the certificate prepared by the Association*)
- ◆ Statement of the status of any pending legal action against the Association or relating to the Common Interest Community of which the Seller has actual knowledge (*Included in the certificate prepared by the Association*)

PROPERTY ADDRESS

Both Association & Seller are required to provide a separate disclosure of any known defects as may be required under NRS 40 relating to construction defects.

SELLER	DATE	SELLER	DATE
--------	------	--------	------

TO: _____ Homeowners Association.

Dear Association: I am in the process of selling my property at the above noted address. Per NRS 116, please provide all of the above listed documents and certificate. I understand that I may be charged a reasonable fee for the production of copies. I am requesting the documents per the date of my signature below. I understand that the law allows you up to ten (10) days to deliver the documents to me. Please call me with any questions.

HOMEOWNER	DATE	PHONE NO.
-----------	------	-----------

Please deliver the documents to: _____ (Name)
at: _____ (Address)

DISCLOSURES

DUTIES OWED BY A
NEVADA LICENSEE

IMPACT FEES

SOIL REPORT

COMMON-INTEREST
COMMUNITIES

LIEN FOR DEFERRED
TAXES

OPEN RANGE

SELLER'S REAL PROPERTY
DISCLOSURE

USED MOBILE HOMES

RESIDENTIAL POOL SAFETY
AND DROWNING PREVENTION

ENVIRONMENTAL HAZARDS

SEWER AND WATER
RATES

Nevada Real Estate Division

RESIDENTIAL DISCLOSURE GUIDE

*A few things you need to know
before buying or selling a home
in Nevada.*

Revised
July 2017



State of Nevada
Department of Business & Industry
Real Estate Division

Introduction

The Department of Business and Industry—Nevada Real Estate Division has developed this booklet to increase consumer awareness and understanding of disclosures that may be required by a buyer or seller during the sale or purchase of a residential property in the State of Nevada.

In almost every real estate transaction, some form of written disclosure is required. For example, real estate licensees must disclose if they are related to a party in the transaction or affiliated with the lender involved in approving the loan for that particular transaction. Sellers, for instance, are responsible for disclosing material facts, data and other information relating to the property they are attempting to sell. And buyers, in some cases, must disclose if they are choosing to waive their 10-day opportunity to conduct a risk assessment of lead hazards.

These are only a few examples of what must be disclosed during a real estate transaction. While it is not possible to outline which disclosures are needed in every situation, as each real estate transaction is unique, this booklet contains discussions on the most commonly required state, federal and local disclosures.

References to real estate licensees and the sale of residential properties in this booklet apply only to the state of Nevada. This guide, however, does not specifically address vacant land or commercial properties.

We hope that you will find this booklet helpful and that it becomes a valuable resource during your real estate transaction. For more information, please visit our website at <http://red.nv.gov>.

Published pursuant to NRS 645.194 by the Nevada Real Estate Division in both electronic and hardcopy formats.

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<http://red.nv.gov/RDGI/>

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Common-Interest Communities and Condominium Hotels

⇒ Purpose of Disclosure

The purpose of the information statement required when purchasing a home or unit in a common-interest community or a condominium hotel is to make the buyer aware of all rights, obligations and other aspects related to owning a unit within a common-interest community (also known as a homeowner's association) or a condominium hotel. The statement makes buyers aware that use of their units can be restricted by the Declaration or CC&R's. It also alerts buyers that foreclosure of the unit is possible for failure to pay assessments.

⇒ Who must provide the disclosure?

The seller must, at seller's expense, provide an information statement with the sale of any unit within a common-interest community or condominium hotel. The statement is entitled "BEFORE YOU PURCHASE PROPERTY IN A [COMMON-INTEREST COMMUNITY] [CONDOMINIUM HOTEL] DID YOU KNOW..."

⇒ When is it due?

In a transaction requiring a public offering statement (further detailed below), the information statement is part of the public offering statement and is due no later than the date an offer to purchase becomes binding on the buyer. If the unit has not been inspected by the buyer, the buyer will have 5 calendar days to cancel the contract from the date of execution.

In a resale transaction, the information statement is part of the resale package. A buyer has 5 calendar days to cancel the contract after receipt of the resale package. It is good practice to provide the information statement no later than 5 days before the contract becomes binding on the buyer in any type of transaction.

Common-Interest Communities and Condominium Hotels

⇒ Additional Information

Public Offering Statement

If the property is a new unit in a common-interest community or a condominium hotel, or if the community is subject to any developmental rights, or contains converted buildings or contains units which may be in a time share, or is registered with the Securities and Exchange Commission, the buyer must also be provided with a **Public Offering Statement** disclosing applicable information, including:

- development rights of contractors
- construction schedule
- description of proposed improvements
- mechanical & electrical installations
- initial or special fees
- number & identity of units in timeshare

Unless the buyer has personally inspected the unit, the buyer may cancel the contract to purchase, by written notice, until midnight of the fifth calendar day following the date of execution of the contract. This provision must be stated in the contract.

Resale Package

In transactions involving the resale of a unit previously sold by the developer, a resale package must be provided to the buyer at the expense of the seller. In addition to the information statement, the resale package includes the following: the declaration, bylaws, rules and regulations, monthly assessments, unpaid assessments of any kind, current operating budget, financial statement, reserve summary, unsatisfied judgments, and status of any pending legal actions.

(Continued on next page...)

State 5

Common-Interest Communities and Condominium Hotels

(Continued from previous page...)

Transfer Fees

Do not pertain to Condominium Hotels

The resale package for a home or unit in a common-interest community must also include a statement of any transfer fees, transaction fees or any other fees associated with the resale of a unit.

Unpaid Obligations

Do not pertain to Condominium Hotels

The resale package for a home or unit in a common-interest community must also include a statement from the association setting forth the amount of the monthly assessment for common expenses and any unpaid obligations that are due from the selling unit's owner, including management fees, transfer fees, fines, penalties, interest, collection costs, foreclosure fees and attorney's fee. Please be advised that while the resale package includes this information, changes to the law in 2013 no longer allow a seller or buyer to rely on this statement as accurate. The seller must obtain a "statement of demand" which is separate from the resale package.

Delivery of Resale Package

An association or hotel unit owner has 10 days to provide the resale package after a request. If the documents are not provided within 10 days the buyer is not liable for any delinquent assessment. The resale package should be delivered as soon as practicable. Unless the buyer has accepted conveyance of the unit, the buyer may cancel the contract to purchase, by written notice, until midnight of the fifth calendar day following receipt of the resale package. This provision must be stated in the contract.

6 State

Common-Interest Communities and Condominium Hotels

Statement of Demand

Does not pertain to Condominium Hotels

The statement of fees and assessments in the resale package may not be relied upon. It is necessary for any seller to purchase a statement of demand from the association and provide it to the buyer. The statement of demand may be requested by the unit owner, his or her representative or the holder of a security interest on the unit. A statement of demand from the association sets forth the current outstanding assessments, fees and unpaid obligations, including foreclosure fees and attorney's fees due from the seller. The statement of demand remains effective for the period specified in the demand which must not be less than 15 business days from the date of delivery by the association to the seller. The association may provide a corrected statement of demand prior to the sale. Payment of the amount set forth in the statement of demand constitutes full payment of the amount due from the seller.

[NRS 116 governs Common-Interest Communities;
NRS 116B governs Condominium Hotels]

For more information:

Form: [Before You Purchase Property in a Common-Interest Community Did You Know...](#) or [Before You Purchase Property in a Condominium Hotel Did You Know...](#)

Website: <http://red.nv.gov/uploadedFiles/rednvgov/Content/Forms/584.pdf>
or <http://red.nv.gov/uploadedFiles/rednvgov/Content/Forms/584a.pdf>

NRS: [116.4101-116.412](#); NAC: [116.151](#), [116.465](#), [116.470](#)
NRS: [116B.725-116B.795](#); NAC: [116B.500-116B.530](#)

State 7

Consent to Act

⇒ Purpose of Disclosure

The purpose of the Consent to Act form is for the licensee to obtain the written consent to act for more than one party in a transaction.

⇒ Who must provide the disclosure?

The licensee must provide this form to all parties in the transaction if he seeks to act for more than one party.

⇒ When is it due?

If a licensee makes such a disclosure, the consent must be obtained from all parties before the licensee may continue to act in his capacity as an agent.

⇒ Additional Information

The written consent must include:

1. A description of the real estate transaction;
2. A statement that the licensee is acting for two or more parties to the transaction and that, in acting for these parties, the licensee has a conflict of interest;
3. A statement that the licensee will not disclose any confidential information for 1 year after the revocation or termination of the brokerage agreement unless he is required to do so per court order or he is given written permission by that party;
4. A statement that a party is not required to consent to the licensee acting on his behalf;
5. A statement that the party is giving his consent without coercion and understands the terms of the consent given.

For more information:

Form: [Consent to Act](#)

Website: <http://red.nv.gov/uploadedFiles/rednvgov/Content/Forms/524.pdf>

NRS: [645.252-254](#)

8 State

Construction Defects

⇒ Purpose of Disclosure

The purpose of disclosures relating to construction defects is to make the buyer aware of any construction defects in the property.

⇒ Who must provide the disclosure?

If there is a construction defect, the contractor must disclose the information in understandable language that is underlined and in bold-faced type with capital letters. If the property is or has been the subject of a construction defect claim or lawsuit, the seller must provide the following information to the buyer:

- copies of all notices given to contractor
- expert opinions obtained by claimant
- terms of settlement or order of judgment
- detailed report of all repairs

⇒ When is it due?

Construction defects must be disclosed to the buyer before purchase of the residence. If the property is or has been the subject of a defect claim or lawsuit, the information must be disclosed 30 days before close of escrow, or if escrow is less than 30 days, then immediately upon signing the sales agreement. If a claim is made while in escrow, the disclosure must be made within 24 hours of notice of complaint.

⇒ Additional Information

If the property is located within a common-interest community and is the subject of a defect claim or lawsuit, this information must be disclosed in the buyer's **resale package** (see Common-Interest Communities).

For more information:

NRS: [40.640](#), [40.688](#)

State 9

Duties Owed By a Nevada Real Estate Licensee

⇒ Purpose of Disclosure

The purpose of the Duties Owed form is to make the buyer or seller aware of obligations owed by a real estate licensee to all parties involved in the transaction.

⇒ Who must provide the disclosure?

A licensee who acts as an agent in a real estate transaction must disclose to each party for whom the licensee is acting as an agent and any unrepresented party all duties owed to the parties and the licensee's relationship as an agent to each party in the transaction.

⇒ When is it due?

The disclosure form must be presented to the client before any documents are signed by the client.

⇒ Additional Information

A Nevada licensee who has entered into a brokerage agreement to represent a client in a real estate transaction 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;

10 State

Duties Owed By a Nevada Real Estate Licensee

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.

⇒ Waiver of Duty to Present All Offers Authorization to Negotiate Directly with Seller

A client may choose to waive the broker's duty to present all offers by signing a waiver on a form, the "Waiver Form," prescribed by the Division. Concurrent with the option of a client to waive the duty of his/her broker to present all offers is the form "Authorization to Negotiate Directly with Seller," which gives permission in writing to authorize a licensee to negotiate a sale or lease directly with a seller. Both forms must be utilized and signed by a client who waives the duty to present all offers. Otherwise, a licensee for a buyer does not have the permission of the seller's broker to present offers or negotiate with the sellers directly.

For more information:

Form: [Duties Owed By a Nevada Real Estate Licensee](#)

Website: <http://red.nv.gov/uploadedFiles/rednvqov/Content/Forms/525.pdf>

NRS: [645.193](#); [645.252](#)-[645.254](#)

State 11

Impact Fees

⇒ Purpose of Disclosure

The seller of any property must give notice of any impact fees that may be imposed upon the buyer.

An impact fee is a charge imposed by a local government on new development (i.e., the construction, reconstruction, redevelopment, conversion, alteration, relocation or enlargement of any structure which increases the number of service units) to finance some of the costs attributable to the new development.

⇒ Who must provide the disclosure?

A seller who has knowledge of the impact fee must give written notice to the buyer, including the amount of the impact fee and the name of the local government imposing the fee.

⇒ When is it due?

The notice must be provided to the buyer before the property is conveyed.

⇒ Additional Information

If the seller fails to give this notice, the seller is liable to the buyer for the amount of the impact fee.

For more information:

NRS: [278B.320](#)

12 State

Lien for Deferred Taxes

⇒ Purpose of Disclosure

If there are deferred taxes that have not been paid at the time the property is sold or transferred, the buyer must be notified in writing that there is a lien for deferred taxes on the property.

⇒ Who must provide the disclosure?

The seller must notify the buyer of the lien.

⇒ When is it due?

The lien must be disclosed at the time the property is sold or transferred.

⇒ Additional Information

The owner of the property on the date the deferred taxes become due is liable for the deferred taxes.

For more information:
NRS: [361A.290](#)

State 13

Manufactured Housing— Used Manufactured/Mobile Homes

⇒ Purpose of Disclosure

The purpose of the Used Manufactured/Mobile Home disclosure is to make the buyer aware that a used manufactured or mobile home that has not been converted to real property is personal property and subject to personal property taxes.

⇒ Who must provide the disclosure?

The real estate licensee shall provide the form to the purchaser as soon as practicable, but before title is transferred.

⇒ Additional Information

This disclosure also informs the purchaser that title will not pass unless the county assessor's endorsement is placed on the face of the title, verifying that taxes have been paid in full.

The disclosure also instructs the consumer to submit certain documents to Nevada's Manufactured Housing Division and the county assessor within 45 days after the sale is complete and before a certificate of ownership will be issued.

For more information:

Form: [Used Manufactured/Mobile Home Disclosure](#)

Website: [Manufactured Housing Division](#)

NRS: [645.258](#), [489.521](#), [489.531](#), [489.541](#)

14 State

Manufactured Housing— Manufactured Home Parks

⇒ Purpose of Disclosure

The purpose of the disclosure relating to placing or buying a manufactured or mobile home in a manufactured home park is to make the buyer aware that he may be subject to approval by the landlord of the manufactured home park if the manufactured or mobile home will remain in the park.

⇒ Who must provide the disclosure?

If the landlord requires approval of a prospective buyer and tenant, the landlord must post a sign which is clearly readable at the entrance of the park which advises consumers that before a manufactured home in the park is sold, the buyer and tenant must be approved by the landlord.

⇒ Additional Information

If the property will remain in the manufactured home park, make sure you have a lease agreement with the park manager and that you know the park's rules and regulations.

Remember: the seller or a manufactured home dealer cannot promise that you'll be accepted as a tenant in a particular manufactured home park. You must apply for the lease yourself and should do so before finalizing the purchase of your home. The landlord must approve or deny a completed application from a prospective buyer and tenant within 10 days after the date the application is submitted.

For more information:

Website: [Manufactured Housing Division—Placing or Buying Your Home in a Rental Community](#)

NRS: [118B.170](#)

State 15

Open Range Disclosure

⇒ Purpose of Disclosure

The purpose of the Open Range Disclosure is to inform the prospective buyer of a home or an improved or unimproved lot adjacent to open range that livestock are permitted to graze or roam on the property. Open range means all unenclosed land outside of cities and towns upon which cattle, sheep or other domestic animals by custom, license, lease or permit are grazed or permitted to roam. It also serves to inform the prospective buyer that the parcel may be subject to county or State claims of right-of-way, (commonly referred to as R.S. 2477 rights-of-way) including rights-of-way that may be unrecorded, undocumented or unsurveyed; and used by miners, ranchers, hunters or others, for access or recreational use, in a manner which interferes with the use and enjoyment of the parcel.

⇒ Who must provide the disclosure?

A seller must disclose, in writing, to a potential buyer of property adjacent to open range, that livestock grazing on the open range are permitted to enter the property; and that the parcel may be subject to county or State claims of right-of-way.

⇒ When is it due?

The disclosure must be provided to the potential buyer, with the requirement that the buyer sign the disclosure form acknowledging the date of receipt of the original disclosure document, before the sales agreement is signed.

16 State

Open Range Disclosure

⇒ Additional Information

The disclosure acknowledges fencing the property to keep livestock out and recognizes the property owner's entitlement to damages if livestock enter a fenced property but warns against harming roaming livestock even on a fenced property.

The law requires that the seller retain a copy of the disclosure document that has been signed by the buyer acknowledging the date of receipt of the document, provide a copy to the buyer, and record the original disclosure document containing the buyer's signature and the seller's notarized signature in the office of the county recorder in the county where the property is located.

For more information:

Form: [Open Range Disclosure](#)

Website: <http://red.ny.gov/uploadedFiles/rednygov/Content/Forms/551.pdf>

NRS: [113.065](#); [568.355](#)

State 17

Private Transfer Fee Obligation

⇒ Purpose of Disclosure

The purpose of the disclosure is to make the buyer aware that the property is subject to a Private Transfer Fee Obligation (PTFO) which will require the buyer, upon conveyance of the property by the seller, to pay either a one-time fixed amount or a one-time percentage of the purchase price to a third party payee.

⇒ Who Must Provide the Disclosure?

The seller of a property that is subject to a PTFO must provide the disclosure as a written statement that discloses the existence of and describes the PTFO, and includes language substantially similar to the legislatively-prescribed notice informing the buyer that the PTFO may lower the value of the property and that the laws of this State prohibit the enforcement of certain PTFOs created on or after May 20, 2011.

⇒ When is it due?

The disclosure must be provided to the potential buyer before the conveyance of the property.

⇒ Additional Information

The notice regarding the existence of a PTFO in the seller's disclosure must be in substantially the following form:

A private transfer fee obligation has been created with respect to this property. The private transfer fee obligation may lower the value of this property. The laws of this State prohibit the enforcement of certain private transfer fee obligations that are created on or after May 20, 2011 and impose certain notice requirements with respect to private transfer fee obligations that were created before May 20, 2011.

For more information:

NRS: [111.825-111.880](#)

18 State

Seller's Real Property Disclosure

⇒ Purpose of Disclosure

The purpose of the Seller's Real Property Disclosure form is to make the buyer aware of the overall condition of the property before it is transferred. This disclosure is not a guarantee nor does it take the place of an inspection. In some cases a Seller has never lived on the property and may have no knowledge of the condition of the property. The Buyer is advised to obtain an independent inspection performed by a properly licensed home inspector. This form is not required for new home sales.

⇒ Who must provide the disclosure?

The seller must complete the "Seller's Real Property Disclosure" form, detailing the condition of the property, known defects, and any other aspects of the property which may affect its use or value. A real estate licensee, unless he is the seller of the property, may not complete this form.

The form must be fully and properly completed. If the seller has no knowledge, "no" is an appropriate answer to the "Are you aware ..." questions. Each question must be answered with a mark in the corresponding "yes", "no" or in some cases "n/a" box. Explanations of any "yes" answers, and a properly executed signature by the seller, are also required. The buyer may only sign the form after full and proper completion by the seller.

A Buyer may rescind the contract without penalty if he does not receive a fully and properly completed Seller's Real Property Disclosure form. If a Buyer closes a transaction without a completed form or if a known defect is not disclosed to a Buyer, the Buyer may be entitled to treble damages, unless the Buyer waives his rights under NRS 113.150(6).

(Continued on next page...)

State 19

Seller's Real Property Disclosure

(Continued from previous page...)

⇒ When is it due?

The disclosure must be delivered to the buyer at least 10 days prior to conveyance of the property.

⇒ Additional Information

The content of the disclosure is based on what the seller is aware of at the time. If, after completion of the disclosure form, the seller discovers a new defect or notices that a previously disclosed condition has worsened, the seller must inform the purchaser, in writing, as soon as practicable after discovery of the condition, or before conveyance of the property.

The buyer may not waive, and the seller may not require a buyer to waive, any of the requirements of the disclosure as a condition of sale or for any other purpose.

In a sale or intended sale by foreclosure, the trustee and the beneficiary of the deed of trust shall provide, not later than the conveyance of the property to, or upon request from, the buyer:

- written notice of any defects of which the trustee or beneficiary is aware; and
- the contact information of any asset management company who provided asset management services, if any defects are repaired or replaced or attempted to be repaired or replaced. The asset management company shall provide a service report to the purchaser upon request.

20 State

Seller's Real Property Disclosure

If a Seller requests a Buyer to waive his rights or legal remedies under NRS 113.150 or otherwise, the Buyer should contact an attorney for advice regarding the legal consequences. A real estate licensee cannot explain the legal consequences of waiving a Buyer's legal rights or remedies.

EFFECTIVE JULY, 2017 the form includes the following 2 additional disclosures:

- whether solar panels are installed on the subject property. If yes, then disclose whether the solar panels are leased, owned or financed.
- whether the property is a participant in any conservation easement such as the Southern Nevada Water Authority's Water Smart Landscape Program. Seller shall inform the buyer about conservation easements or the potential for other types of conservation easements as required by the statutory language below:

Conservation Easements: The subject property ____ is OR ____ is not subject to a Restrictive Covenant and Conservation Easement established by Nevada Revised Statute 111.390-440 such as the Southern Nevada Water Authority's Water Smart Landscape Program.

For more information:

Form: [Seller's Real Property Disclosure](#)

Website: <http://red.nv.gov/uploadedFiles/rednv.gov/Content/Forms/547.pdf>

NRS: [113.130](#); [113.140](#); [113.150](#)

NRS: [111.390-440](#)

State 21

Lead-Based Paint

⇒ Purpose of Disclosure

The purpose of the lead-based paint disclosure is to make the buyer aware that the residential property (if built prior to 1978) may present exposure to lead.

⇒ Who must provide the disclosure?

Federal law requires that the seller disclose any known presence of lead-based paint hazards and provide the buyer with the EPA disclosure booklet, "Protect Your Family From Lead in Your Home," along with any other available records and/or reports.

⇒ When is it due?

The disclosure is on a federally prescribed form and must be made as a condition of the sale before conveyance of the property.

⇒ Additional Information

On the disclosure form, the buyer must acknowledge receipt of the EPA disclosure booklet and copies of lead reports, if available. Additionally, the buyer will receive a 10-day opportunity to conduct a risk assessment or may choose to waive this opportunity.

For more information:

Form: [Disclosure of Information on Lead-Based Paint](#)

Website: [Environmental Protection Agency \(Lead\)](#)

Phone: National Lead Information Center 1-800-424-LEAD

Federal 23

Water & Sewer Rates

⇒ Purpose of Disclosure

The purpose of the disclosure relating to water and sewer rates is to inform the buyer of a previously unsold home or improved lot of public utility rates when service is for more than 25 but fewer than 2,000 customers.

⇒ Who must provide the disclosure?

The seller must post a notice, which shows the current or projected rates, in a conspicuous place on the property.

⇒ When is it due?

The notice must be posted and a copy provided to the buyer before the home is sold.

⇒ Additional Information

The notice must contain the name, address and telephone number of the public utility and the Division of Consumer Complaint Resolution of the Public Utilities Commission of Nevada.

For more information:

NRS: [113.060](#)

22 State

Pool Safety and Drowning Prevention Disclosure

⇒ Purpose of Disclosure

The purpose of the Southern Nevada Health District's pool safety and drowning prevention disclosure is to make the buyer aware of the risk of death by drowning in private and public pools particularly for children 4 years or younger.

⇒ Who must provide the disclosure?

The information is provided by the Nevada Real Estate Division (NRED) in agreement with the Southern Nevada Health District (SNHD) to promote SNHD's efforts to inform the public on drowning prevention.

⇒ When is it due?

The disclosure will be provided to the buyer before the sales agreement is signed by way of the Residential Disclosure Guide in which it is contained. The buyer is advised to visit SNHD's website:

<http://www.southernnevadahealthdistrict.org/health-topics/drowning-prevention.php>.

⇒ Additional Information

Drowning is the leading cause of unintentional injury death in Clark County for children four years of age and under. The majority of drowning deaths occur in the family pool. Preventable mistakes include leaving a child unattended near a body of water in which a child's nose and mouth can be submerged.

More information on drowning facts, preventable mistakes, how to be prepared to prevent a drowning, pool security, drowning statistics, adult supervision and more can be obtained at SNHD's website at <http://www.southernnevadahealthdistrict.org/health-topics/drowning-prevention.php> and <http://www.gethealthyclarkcounty.org/be-safe/index.php>.

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Miscellaneous Disclosures

Depending upon the transaction, the following disclosures may also be required from a buyer, seller or licensee:

⇒ AIRPORT NOISE

Buyers should investigate the impact of airport flight paths and the noise levels at different times of the day over that property.

⇒ BUILDING & ZONING CODES

The purpose of the building and zoning disclosure is to inform the buyer of transportation beltways and/or planned or anticipated land use within proximity of the subject property of which the seller has knowledge.

For more information on building and zoning codes, contact your local jurisdiction.

⇒ ENVIRONMENTAL HAZARDS

Although the seller is required to disclose the presence of environmental hazards, a statement that the seller is not aware of a defect or hazard does not mean that it does not exist. **It is the buyer's responsibility to be informed and take additional steps to further investigate.** Some potential hazards that may be found in Nevada include:

- **Radon** (www.epa.gov/radon)
- **Floods** (<http://www.floodsmart.gov>)
- **Methamphetamine Labs** ([NRS 40.770 & 489.776](#))
- **Wood-Burning Devices** (<http://www.epa.gov/iaq/pubs/combust.html>)

(Continued on next page...)

Local/Miscellaneous 25

Miscellaneous Disclosures

⇒ HOME INSPECTIONS

When obtaining an FHA-insured loan, this disclosure informs the buyer about the limits of the Federal Housing Administration appraisal inspection and suggests the buyer obtain a home inspection to evaluate the physical condition of the property prior to purchase. The form is entitled, "For Your Protection: Get a Home Inspection."

For more information on FHA home inspections, visit: www.hud.gov.

⇒ MILITARY ACTIVITIES

The purpose of the Military Activities Disclosure is to make the purchaser of residential property aware of planned or anticipated military activity within the proximity of the property. Counties in which the military files Military Activities Plans include Clark County, Washoe County, Churchill County and Mineral County.

For more information on military activities plans in these counties, contact the local municipal jurisdiction or the Public Information Officer of the Military Installation in your county.

⇒ LICENSEE DISCLOSURES

In addition to the "Consent to Act" and the "Duties Owed by a Nevada Real Estate Licensee" forms (see pages 8 & 10), a real estate licensee is required to disclose other information such as his relationship to one or more parties in the transaction and/or having a personal interest in the property.

For more information regarding duties and disclosures owed by a licensee, see: [NRS 645.252-645.254](#), [NAC 645.637](#) and [NAC 645.640](#).

(Continued on next page...)

Local/Miscellaneous 27

Miscellaneous Disclosures

(Continued from previous page...)

- **Underground Storage Tanks** (<http://epa.gov/oust/index.htm>)
- **Septic Systems** (<http://water.epa.gov/infrastructure/septic/>)
- **Wells** (<http://water.epa.gov/drink/info/well/index.cfm>)
- **Land and Cleanup** (<http://www2.epa.gov/learn-issues/learn-about-land-and-cleanup>)
- **Groundwater** (<http://water.epa.gov/drink/resources/topics.cfm>)
- **Public Pools & Spas** (<http://www.poolsafely.gov/>)
- **Molds and Moisture** (<http://www.epa.gov/mold/>)

For more information on environmental hazards, visit: www.epa.gov.

⇒ GAMING

Initial Purchaser in New Construction Only

If there is a gaming district near the property, the seller must disclose information which includes a copy of the most recent gaming enterprise district map, the location of the nearest gaming enterprise district, and notice that the map is subject to change. This disclosure is required for Nevada counties with population over 400,000.

The information must be provided at least 24 hours before the seller signs the sales agreement. The buyer may waive the 24-hour period.

The seller must retain a copy of the disclosure.

For more information on gaming, see: [NRS 113.080](#)

26 Local/Miscellaneous

Miscellaneous Disclosures

(Continued from previous page...)

⇒ ROAD MAINTENANCE DISTRICT

The sale of residential property within a road maintenance district is prohibited unless the seller provides notice to the purchaser, including the amount of assessments for the last two years. If the district has been in existence for less than 2 years before notice is provided to the purchaser, then the amount of assessments shall be given for the period since the district was created.

For more information, see: [NRS 320.130](#).

⇒ SOIL REPORT (New Construction Only)

If the property has not been occupied by the buyer more than 120 days before completion, the seller must give notice of any soil report prepared for the property or for the subdivision in which the property is located.

The seller must provide such notice upon signing the sales agreement.

Upon receiving the notice, the buyer must submit a written request within 5 days for a copy of the actual report. The seller must provide a free report to the buyer within 5 days of receiving such request.

Upon receiving the soil report, the buyer has 20 days to rescind the sales agreement. This rescission right may be waived, in writing, by the buyer.

For more information, see: [NRS 113.135](#).

28 Local/Miscellaneous

Contact Information

Nevada Real Estate Division (LV) 3300 W Sahara Avenue, Suite 350 Las Vegas, NV 89102 Phone: (702) 486-4033 Fax: (702) 486-4275 Email: realest@red.nv.gov Website: http://red.nv.gov	Nevada Real Estate Division (CC) 1818 E. College Parkway, Suite 110 Carson City, NV 89706-7986 Phone: (775) 684-1900 Fax: (775) 687-4868 Email: realest@red.nv.gov Website: http://red.nv.gov
Manufactured Housing Division (LV) 3300 W Sahara Avenue, Suite 320 Las Vegas, NV 89102 Phone: (702) 486-4135 Fax: (702) 486-4309 Email: nmhd@mhd.state.nv.us Website: http://mhd.nv.gov	Manufactured Housing Division (CC) 1830 E. College Pkwy., #120 Carson City, Nevada 89706 Phone: (775) 684-2940 Fax: (775) 684-2949 Email: nmhd@mhd.state.nv.us Website: http://mhd.nv.gov
Ombudsman Office (Common-Interest Communities) 3300 W Sahara Avenue, Suite 325 Las Vegas, NV 89102 Phone: (702) 486-4480 Toll Free: (877) 829-9907 Fax: (702) 486-4520 Email: CICombudsman@red.nv.gov Website: http://red.nv.gov/cic/	U.S. Environmental Protection Agency 1200 Pennsylvania Avenue, N.W. Washington, DC 20460 Phone: (202) 272-0167 Website: www.epa.gov
National Lead Information Center 422 South Clinton Avenue Rochester, NY 14620 Phone: (800) 424-LEAD Fax: (585) 232-3111 Website: http://www2.epa.gov/lead/forms/lead-hotline-national-lead-information-center	Department of Health and Human Services – Center for Disease Control & Prevention 1600 Clifton Road Atlanta, GA 30333 Phone: 800-CDC-INFO (800-232-4636) Website: www.cdc.gov
U.S. Consumer Product Safety Commission 4330 East West Highway Bethesda, MD 20814 Phone: (301) 504-7923 Fax: (301) 504-0124 Website: www.cpsc.gov	

Nevada Real Estate Division



State of Nevada
Department of
Business & Industry
Real Estate Division

RESIDENTIAL DISCLOSURE GUIDE

I/We acknowledge that I/we have received a copy of the Residential Disclosure Guide.

DATE _____

Client—Print Name _____

Client—Signature _____

Client—Print Name _____

Client—Signature _____

Make copy of page for additional signatures.

Retain original or copy in each transaction file.

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: _____

A seller's agent shall not complete a disclosure form regarding the residential property on behalf of the seller. (*NRS 113.130(2)*)

A seller that requires an ADA complaint version of this document can contact Nevada ADA Assistance for their request: [NV ADA Assistance](#)

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:

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

EXPLANATIONS: Any "Yes" must be fully explained on page 3 of this 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 problem 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 Number:

Revocable ☐ Permanent Cancelled

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 page 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.

➤ A seller's agent shall not complete a disclosure form regarding the residential property on behalf of the seller.

- (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.
- (c) A seller's agent is not liable to the purchaser for damages if:

- (1) The seller is aware of a defect and fails to disclose the defect to the purchaser on the disclosure form as required pursuant to paragraph (a); or
- (2) After service of the completed disclosure form but before conveyance of the property to the purchaser, the seller 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 and fails to inform the purchaser or the purchaser's agent of that fact as required pursuant to paragraph (b).

➤ The provisions of this paragraph do not affect, and must not be construed to affect, the obligation of a seller's agent to comply with the provisions of paragraph (a) of subsection 1 of NRS 645.252.

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.
- (e) By a fiduciary under title 12 or 13 of NRS, including, without limitation, a personal representative, guardian, trustee or person acting under a power of attorney, 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 is deceased or incapacitated.

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:



ESTIMATED COSTS / NET PROCEEDS



Prepared for _____ Price \$ _____

Property Address _____

Terms: ☐ Cash ☐ Conv. ☐ FHA ☐ VA* ☐ Assumption ☐ Seller Financing

	BUYER	SELLER
Down Payment		
MORTGAGE COSTS/PRORATIONS		
*Loan Origination Fee %		
Loan Discount Points %		
*Underwriting Fee		
*Lender Document/Preparation Fee		
*Loan Processing/Application Fee		
VA Funding Fee/FHA MIP/Conv. PMI (If paid up front)		
Appraisal Fee		
Credit Report		
*Tax Service		
Flood Certificate		
*Assumption Fee		
Interest for _____ days @ \$ _____ per day		
Taxes _____ months @ \$ _____ per month		
Insurance _____ months @ \$ _____ per month		
Other:		
ESCROW/TITLE COSTS		
Recording/E Recording Fees		
*Escrow Fee		
Owner's Title Insurance Policy		
ALTA Lender's Policy		
Inspection Fee		
Closing Protection Letter		
Endorsements		
*Mobile Notary		
*Reconveyance Fee		
Real Property Transfer Tax (\$5.10 per \$1000 in Clark County)		
Misc. Prorations (Assessments, Utilities, etc.)		
*Assumption Setup/Collection Fees		
Other:		
Other:		
BROKER'S FEES		
*Brokerage Fee to Seller's Broker		
*Brokerage Fee to Cooperating Broker		
*Additional Compensation to Broker		
COMMON INTEREST COMMUNITY (CIC) FEES		
*Capital Contribution: Master 2 nd 3 rd		
*Transfer/ Set Up Fee: Master 2 nd 3 rd		
*Demand Fee: Master 2 nd 3 rd		
*Resale Package: Master 2 nd 3 rd		
Other:		
MISCELLANEOUS COSTS		
Home Inspection		
Misc. Inspections (*Termite, well, septic, roof)		
Home Warranty Plan		
Deposits & Rents		
Other:		
FUNDS RECEIVED/MISC CREDITS		
Earnest Deposit		
Contributions/Repair Credits/Grants		
Other:		
TOTAL ESTIMATED COSTS		

Client Initials _____

Client Initials _____

ESTIMATED COSTS / NET PROCEEDS

Summary

BUYER		SELLER	
Approximate Amount Needed to Close Escrow:	\$ _____ (total from page 1)	Estimated Sales Proceeds	\$ _____
Approximate Monthly Payment		Sales Price	\$ _____
Interest Rate @ _____ %	P&I \$ _____	Current Loan Balance (1 st)	\$ _____
Taxes	\$ _____	Current Loan Balance (2 nd)	\$ _____
Insurance	\$ _____	Other: Loan, Lien, Judgment etc.	\$ _____
PMI/MMI	\$ _____	Subtotal	\$ _____
CIC Dues	\$ _____	Less Estimated Costs	\$ _____
SID/LID	\$ _____	Less Final Mtg. Payment	\$ _____
Est. Monthly Obligation	\$ _____	Estimated Proceeds	\$ _____

Note: This estimate is prepared in good faith; however, neither the Greater Las Vegas Association of REALTORS® nor Broker(s) or agent(s) assume any responsibility for unintentional errors nor do they guarantee any specific costs or proceeds.

FIRPTA: Should the provisions of the Foreign Investment in Real Property Tax Act (FIRPTA) (Internal Revenue Code Section 1445) apply, Seller understands that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined in accordance with FIRPTA, unless an exemption applies. Additional information for determining status may be found at www.irs.gov.

NOTE TO SELLER: Seller financing costs will vary. The above estimates are based upon loan balance figures that have been supplied by you, and do not take into consideration any delinquent payments, prepayment penalty or impound account. Should an existing FHA loan be paid off, the Seller may be entitled to a refund of any unused Mortgage Insurance Premium; FHA charges interest through the end of the month in which the note is paid off.

NOTE TO BUYER: Buyer costs will vary. The cost of your loan does not take into consideration any points you may purchase and other loan terms.

***CONSULT WITH YOUR LENDER REGARDING VA NON-ALLOWABLE COSTS AND POSSIBLE REQUIRED INTERESTED-PARTY CONTRIBUTIONS.**

CLIENT NAME: _____ CLIENT NAME: _____

SIGNATURE: _____ SIGNATURE: _____

DATE: _____ TIME: _____ DATE: _____ TIME: _____

AGENT NAME (Print) _____

COMPANY NAME (Print) _____

Client Initials _____

Client Initials _____



ESTIMATED COSTS / NET PROCEEDS

Glossary of Terms

ALTA Lender's Policy: Insurance that protects the lender against any claims that arise from arguments about ownership of the property. The cost is based on the loan amount.

Additional Compensation to Broker: Additional charges or fees a brokerage may have to cover document protection, storage of documents, transaction coordination, additional compensation pursuant to a broker agreement etc.

Appraisal Fee: Fee charged for preparing an appraisal, which gives an estimate of the property's fair market value; an appraisal is generally required by a lender before a loan can be approved.

Assumption Fee: Fee that may be charged when a buyer is assuming a mortgage from a seller.

Assumption Setup/Collection Fees: An account servicing fee charged by a title co. when there is seller participation in a loan.

Brokerage Fee: Compensation payable to the real estate broker(s) for services rendered in the sale of property.

Common Interest Community Capital Contribution: A fee some CIC's charge to contribute to the community funds upon moving into the community.

Common Interest Community Demand Fee: Fee charged by CIC for escrow to obtain current balance of CIC account, assessment amounts and transfer amounts etc. due to the CIC upon closing escrow.

Common Interest Community Resale Package Fee: Fee charged by a CIC to prepare a resale package per NRS 116.4109.

Common Interest Community Transfer Fee: An administrative service fee charged by a CIC to transfer ownership records.

Contributions/Repair Credits/Grants: Other types of credits given on behalf of the purchaser from the seller or others.

Credit Report: The fee charged to run your credit report for your loan application.

Closing Protection Letter: A letter issued from title to the lender to protect against certain losses during the closing process.

Down Payment: The amount of cash a buyer will pay at the time of closing which reduces the loan balance.

Deposits & Rents: When transferring title from a seller who is a landlord to a buyer when a tenant is in place certain deposits & rents held by the investor seller will need to be transferred to the new buyer.

Endorsements: Lender required exclusions or additions to their title policy.

Ernest Deposit: A good faith deposit of money offered with a written offer on a purchase. Once accepted the funds will be deposited into escrow and credited toward the purchaser's down payment or closing costs.

Escrow Fee: A Fee charged by an escrow company to facilitate the closing of a real estate transaction.

Existing Mortgage Prepayment Fee: A penalty that may be assessed when paying off a mortgage note before the due date.

Flood Certification: A fee charged by the title company to determine whether a property is in a flood plain.

FHA Mortgage Insurance (MIP): an upfront fee charged by the Federal Housing Authority based on the amount of the down payment. In addition a monthly payment that will be impounded with your taxes & insurance to insure the mortgage from default.

Funding Fee: A fee charged by a mortgage lender for preparing the closing documents and associated funding paperwork.

Home Inspection: A fee charged by a home inspector who examines the structure and mechanical systems to determine a home's safety, and to notify the buyer of any repairs that may be needed.

Home Warranty Plan: Offers protection for mechanical systems and attached appliances against unexpected repairs not covered by homeowner's insurance.

Inspection Fee: a drive by inspection of the property for title insuring purposes.

Insurance: Also known as homeowner's or hazard insurance. It combines protection against damage to a dwelling and its contents with protection against claims of negligent action that results in someone's injury or property damage.

Interest: A fee charged for the use of money. At closing, the interest will be prorated until the first of the next month.

Lender Document Preparation Fee: An administrative fee charged to prepare the actual loan documents for signature.

Loan Discount Points: Discount points are paid to reduce the interest rate on a loan, and are generally calculated to be the equivalent to 1% of the total loan.

Loan Origination Fee: The charge for preparing, submitting and evaluating a loan application. The fee compensates the loan officer and is usually calculated as a percentage of the new loan amount.

Loan Processing/Application Fee: The charge for processing a loan and preparing it for underwriting.

Misc. Inspections: Other inspections a buyer may authorize including but not limited to termite, well, septic, roof.

Mobile Notary: a notary that has added insurance to notarize various loan and title documents at a location other than the escrow office at the convenience of the client.

Owner's Title Insurance Policy: A homebuyer's policy that protects against any claims that arise from arguments about ownership of the property.

Private Mortgage Insurance (PMI): A monthly payment for mortgage insurance on a conventional loan. Mortgage insurance protects lenders against some or most of the losses that can occur when a borrower defaults. Mortgage insurance is required primarily for borrowers with a down payment of less than 20% of the purchase price. Can be paid in advance with closing costs or impounded monthly with your taxes & insurance.

Real Property Transfer Tax (RPTT): (Also known as the Nevada Transfer Tax) A tax required to be paid any time property is conveyed from one owner to another. Rates vary by county. The current rate is \$5.10 per \$1,000 in Clark County.

Prorations: A proportional division of a fee or assessment, such as taxes.

Reconveyance Fee: A fee charged by a mortgage holder to convey the property to the owner when a loan is paid off.

Recording Fee & E Recording Fee: A fee charged by the County Recorder to file and record written documents on the public record. Also can now be recorded electronically which would be the E Recording Fee.

Taxes: An annual assessment on real property that is paid to the county. Several months will be collected at closing to begin your impound account.

Tax Service: A fee charged to set up monitoring of a borrower's tax payments, to prevent tax liens to the lender's detriment.

Underwriting Fee: A fee charged by a mortgage lender for preparing the loan and associated paperwork.

VA Funding Fee: A charge levied by the Veterans' Administration to insure a VA loan, paid instead of MIP. The amount is calculated as a percentage of the loan amount and can be paid up front with closing costs or added to the mortgage loan.

Client Initials _____

Client Initials _____

COLDWELL BANKER PREMIER REALTY

SIGN POSTING ORDER FORM

Yard signs are installed within 48 hours of *complete* listing file being submitted to the Central Processing Department by the 11:00am processing deadline (excluding Saturday & Sunday.)

Coldwell Banker Premier Realty provides one sign installation on each CBPR listing within the Las Vegas Valley at no charge to the Sales Associate. Each Sales Associate is required to review the rules and restrictions governing signage in the subdivision they are requesting a sign be installed. If a sign is ordered in an area that doesn't permit signage, the Sales Associate will be responsible for cost of installation (a list of restricted areas are listed below.)

☐ NO SIGN NEEDED ☐ Vacant Land ☐ Two Signs Requested

Property Address: _____ Zip Code: _____

Community: _____ Occupant Name: _____

Agent(s): _____ Campus: **SH 871-9500** **GV 458-7070** **CH 987-5600**

Metro Map: _____ Gate Code: _____ Agent Cell: _____

Special Instructions: (i.e. installation location, custom sign, short post)

SIGN RIDERS (\$3 each)

<input type="checkbox"/> 4 Bedrooms	<input type="checkbox"/> Golf Course	<input type="checkbox"/> New Listing	<input type="checkbox"/> Short Sale
<input type="checkbox"/> 5 Bedrooms	<input type="checkbox"/> Home Warranty	<input type="checkbox"/> Pool	<input type="checkbox"/> Spa
<input type="checkbox"/> 55+ Community	<input type="checkbox"/> Horse Property	<input type="checkbox"/> Pool / Spa	<input type="checkbox"/> Sale Pending
<input type="checkbox"/> Arrow	<input type="checkbox"/> I'm Gorgeous Inside	<input type="checkbox"/> Owner / Agent	<input type="checkbox"/> Sold
<input type="checkbox"/> Appointment Only	<input type="checkbox"/> Lease Option	<input type="checkbox"/> Reduced Price	<input type="checkbox"/> View
<input type="checkbox"/> Casita / Guest Home	<input type="checkbox"/> Motivated Seller	<input type="checkbox"/> Remodeled	
<input type="checkbox"/> Foreclosure	<input type="checkbox"/> Must See Inside	<input type="checkbox"/> Se Habla Espanol	

FLYER BOX (\$6 per box)

☐ Clear Acrylic Flyer Box

SIGN POSTING FEES

Post sign in Boulder City	\$15
Post sign in Mount Charleston	\$20
Post sign in Indian Springs	\$40
Post sign in Pahrump & Sandy Valley	\$60
4' x 4' or large sign installation (Commercial or acreage only)	TBD
Trip charge (i.e. swap, replace, or add rider to existing sign, or owner refusing sign installation)	\$12
Second sign on property or a sign re-installation	\$30
Lost / damaged / vandalized items	TBD

NO SIGNAGE ALLOWED

Aliante – The Club
Anthem Country Club
Arroyo Canyon
Queens Ridge
Rhodes Ranch
Stallion Mountain

CUSTOM SIGNAGE PERMITTED ONLY

Anthem Highlands	Red Rock CC	Southern Highlands
Canyon Gate CC	The Ridges (Summerlin)	Spanish Trail
Eagle Hills (Summerlin)	Seven Hills	Sun City - Anthem
The Hills South (Summerlin)	Siena (Summerlin)	Tournament Hills

By submitting this form to Central Processing, Sales Associate agrees to all CBPR sign posting guidelines.



COLDWELL BANKER PREMIER REALTY SIGN POSTING CLIENT ACKNOWLEDGEMENT

Property Address: _____ Community: _____

Seller's Name: _____ Agent Name: _____

☐ Seller agrees to permit Coldwell Banker Premier Realty to install a sign on their property in the best location possible based on sign visibility and ground conditions. Yard signs are typically installed within 48- hours after the agent submits this request to the Coldwell Banker Premier Realty office (excluding Saturday & Sunday). If the property sells prior to the sign being installed, the sign will still be placed as this will provide the agent an opportunity to discuss the property to potential buyers who could be placed in a back-up offer position. Seller also acknowledges that yard signs are permitted based on their community CC&Rs.

If there are any specific concerns about this sign installation, Seller agrees to notify agent as soon as possible.

_____, 20_____
SELLER'S SIGNATURE DATE

_____, 20_____
SELLER'S SIGNATURE DATE

☐ Seller **does not** allow Coldwell Banker Premier Realty to install a yard sign on their property.

_____, 20_____
SELLER'S SIGNATURE DATE

_____, 20_____
SELLER'S SIGNATURE DATE



**The Greater Las Vegas Association of REALTORS®
Multiple Listing Service
CHANGE ORDER**

ADDRESS/DESCRIPTION _____ MLS# _____
PROPERTY TYPE _____ PRICE \$ _____

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

- ☐ (1) The Agreement is renewed. The parties agree to extend the expiration date of the Agreement from _____, 20____, terminating at midnight, to _____, 20____. (If #1 is selected, a copy of the Change Order must be submitted to the MLS)
- ☐ (2) To change the selling price from \$ _____ to \$ _____.
- ☐ (3) To place the subject property back on the market.
- ☐ (4) To change the MLS Status to Under Contract Show ("UCS") which means the listing is under contract, but showings are still being scheduled and back up offers will be presented.
- ☐ (5) To change the MLS Status to Under Contract No Show ("UCNS") which means the listing is under contract, showings are no longer being sought and back offers are not being solicited
- ☐ (6) To change the terms and/or conditions of the Agreement as follows:

This Change Order is hereby acknowledged, pursuant to the Agreement and is effective as of the date below.

_____ Seller	_____ Seller
Date _____, 20____	Date _____, 20____
_____ Broker	Date _____, 20____

Designated Licensee (NAME) _____

A CHANGE ORDER MUST BE SIGNED BY BOTH BROKER AND SELLER TO BE VALID

GLVAR MLS Department

Fax: 702-732-3154

MLS@glvar.org



**COLDWELL BANKER
PREMIER REALTY**

COLDWELL BANKER PREMIER REALTY

SELLER'S MORTGAGE INFORMATION



Property Address: _____

Seller / Mortgagor: _____

Seller / Mortgagor: _____

FIRST MORTGAGE			
Loan Number			
Lender			
Address			
City /State /Zip			
Phone Number			
Approx. Balance	\$	Monthly Payment	\$
Interest Rate	Are payments current?		
Loan Type	<input type="checkbox"/> FHA <input type="checkbox"/> VA <input type="checkbox"/> Conv <input type="checkbox"/> Private <input type="checkbox"/> Adjustable <input type="checkbox"/> Other		
Is there a pre-payment penalty?		Is a balloon payment due?	
<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No Amount \$ _____	
SECOND MORTGAGE			
Loan Number			
Lender			
Address			
City /State /Zip			
Phone Number			
Approx. Balance	\$	Monthly Payment	\$
Interest Rate	Are payments current?		
Loan Type	<input type="checkbox"/> FHA <input type="checkbox"/> VA <input type="checkbox"/> Conv <input type="checkbox"/> Private <input type="checkbox"/> Adjustable <input type="checkbox"/> Other		
Is there a pre-payment penalty?		Is a balloon payment due?	
<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No Amount \$ _____	
THIRD MORTGAGE			
Loan Number			
Lender			
Address			
City /State /Zip			
Phone Number			
Approx. Balance	\$	Monthly Payment	\$
Interest Rate	Are payments current?		
Loan Type	<input type="checkbox"/> FHA <input type="checkbox"/> VA <input type="checkbox"/> Conv <input type="checkbox"/> Private <input type="checkbox"/> Adjustable <input type="checkbox"/> Other		
Is there a pre-payment penalty?		Is a balloon payment due?	
<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No Amount \$ _____	

Seller hereby grants permission to Coldwell Banker Premier Realty to communicate on their behalf with the above stated mortgage company(s) for the purpose of verifying all mortgage information.

Seller

Date

Seller

Date

Shield
CompleteSMShield
PlusSMShield
EssentialSMSeller
Coverage
Option

SYSTEMS

Air Conditioning (including geothermal systems)



Heating (including geothermal systems)

Plumbing (including stoppages, sump pumps,
plumbing sewage ejector pumps)

Ductwork



Electrical



Water Heaters



APPLIANCES

Clothes Washer



Clothes Dryer

Refrigerator with Ice Maker and Dispenser
(kitchen refrigerator only)

Built-in Microwave Ovens



Dishwashers



Garbage Disposals



Ranges/Ovens/Cooktops



ADDITIONAL HOME ITEMS

Rekey Service



Ceiling Fans



Telephone Wiring



Doorbells



Garage Door Openers



Instant Hot/Cold Water Dispensers



Built-in Exhaust/Attic/Whole House Fans

SPECIAL MEMBER OFFERS *Fee due at time of request varies by service*

+ Smart Home Tech Installation and Setup Services	Available	Available	Available	
+ Pre-season HVAC Tune-ups	Available	Available	Available	
+ New Appliance and Filter Discounts	Available	Available	Available	Available

Livable and Forgivable Coverage is included in all plans.

We cover breakdowns due to:

- ✓ Old age
- ✓ Lack of maintenance
- ✓ Rust, corrosion, and sediment
- ✓ Undetectable, pre-existing conditions
- ✓ Mismatched systems and improper installation, repairs, or modifications

And even things like:

- ✓ Removal of defective equipment
- ✓ Refrigerant recapture, reclaim, and disposal
- ✓ Permits and code violations
((\$250 per agreement term when required during a covered repair or replacement))



Seller Coverage Option



Cover your home for up to 6 months while it's on the market with all the same home systems from the **ShieldEssential** plan.

Subject to a \$2,000 cap during the listing period. Renewable upon review at the discretion of American Home Shield® after 6-month period, up to 18 months.

Become a member today.

Talk to your real estate professional if you'd like to join American Home Shield.

Real estate professionals can order by:

1. Visiting pro.ahs.com and registering for MyAccount PRO
2. Calling 800.735.4663, ext. 1
3. Mailing enrollment application with payment
AHS, P.O. Box 2803, Memphis, TN 38101
4. Mailing enrollment application without payment
AHS, P.O. Box 849, Carroll, IA 51401

An American Home Shield home warranty covers the repair or replacement of many major components of home systems and appliances, but not necessarily the entire system or appliance. Limitations and exclusions apply. See agreement for details.

Smart Home Tech Installation and Setup Services: Smart home tech installation and setup services are provided by a third party. For buyer use only. Not available in all areas.

Pre-season HVAC Tune-ups: Tune-ups are available seasonally (spring: A/C; fall: heating) for \$75 per unit. For buyer use only.

For Real Estate Professional use in NV
REAL ESTATE HOME WARRANTY
PLANS AND PRICING

Trade Service
Call Fee

\$75



PRICING

	ShieldComplete		ShieldPlus		ShieldEssential		Seller Coverage Option
	1 Year	2 Year	1 Year	2 Year	1 Year	2 Year	
Single-family Home (SFH) Rate without A/C	<input type="checkbox"/> \$650	<input type="checkbox"/> \$1,300	<input type="checkbox"/> \$575	<input type="checkbox"/> \$1,150	<input type="checkbox"/> \$400	<input type="checkbox"/> \$800	<input type="checkbox"/> \$75
Condo/Townhome/Mobile Home Rate without A/C	<input type="checkbox"/> \$500	<input type="checkbox"/> \$1,000	<input type="checkbox"/> \$450	<input type="checkbox"/> \$900	<input type="checkbox"/> \$325	<input type="checkbox"/> \$650	<input type="checkbox"/> \$65
New Construction SFH (Years 2-5) Rate without A/C	<input type="checkbox"/> \$475	<input type="checkbox"/> \$950	<input type="checkbox"/> \$425	<input type="checkbox"/> \$850	<input type="checkbox"/> \$300	<input type="checkbox"/> \$600	<input type="checkbox"/> \$75
	<input type="checkbox"/> \$350	<input type="checkbox"/> \$700	<input type="checkbox"/> \$325	<input type="checkbox"/> \$650	<input type="checkbox"/> \$225	<input type="checkbox"/> \$450	<input type="checkbox"/> \$65
New Construction SFH (Years 2-5) Rate without A/C	<input type="checkbox"/> \$1,075		<input type="checkbox"/> \$925		<input type="checkbox"/> \$650		
	<input type="checkbox"/> \$800		<input type="checkbox"/> \$750		<input type="checkbox"/> \$525		
New Construction Condo (Years 2-5) Rate without A/C	<input type="checkbox"/> \$800		<input type="checkbox"/> \$675		<input type="checkbox"/> \$475		
	<input type="checkbox"/> \$600		<input type="checkbox"/> \$550		<input type="checkbox"/> \$375		

OPTIONAL COVERAGE FOR BUYERS

	SFH/Condo/Townhome/Mobile Home		New Construction (Years 2-5)
	1 Year	2 Year	
NEW Roof Leak Repair*	<input type="checkbox"/> \$100	<input type="checkbox"/> \$200	
Electronics Plan	<input type="checkbox"/> \$240	<input type="checkbox"/> \$480	<input type="checkbox"/> \$960
Additional Refrigerators†	<input type="checkbox"/> \$15	<input type="checkbox"/> \$30	<input type="checkbox"/> \$27
Well Pump, Septic System Pumping, and Septic Sewage Ejector Pump*	<input type="checkbox"/> \$175	<input type="checkbox"/> \$350	<input type="checkbox"/> \$290
Chlorine Swimming Pool Equipment*	<input type="checkbox"/> \$255	<input type="checkbox"/> \$510	<input type="checkbox"/> \$420
Saltwater Swimming Pool Equipment*	<input type="checkbox"/> \$350	<input type="checkbox"/> \$700	<input type="checkbox"/> \$580
Spa Equipment	<input type="checkbox"/> \$255	<input type="checkbox"/> \$510	<input type="checkbox"/> \$420
Chlorine Swimming Pool/Spa Equipment (shared equipment)*	<input type="checkbox"/> \$255	<input type="checkbox"/> \$510	<input type="checkbox"/> \$420
Saltwater Swimming Pool/Spa Equipment (shared equipment)*	<input type="checkbox"/> \$350	<input type="checkbox"/> \$700	<input type="checkbox"/> \$580

NOTE: Unless otherwise noted, all prices shown are for homes under 5,000 sq. ft. To obtain quotes for single-family homes over 5,000 sq. ft., or for guest unit pricing and multiple unit properties, please call 800.735.4663.

ENROLLMENT FORM

Agreement Number
(provided when American Home Shield receives your application)

Property Information

Property Address to be Covered

CityStateZIP

Listing Expiration Date (if selling)Home Sq. Ft.

Real Estate Company Information

Initiating Real Estate AssociateBuyer ☐ Seller ☐

Real Estate Company

Real Estate Office Address

Main Office Phone NumberFax Phone Number

Agent NameAgent Email

Cooperating Real Estate AssociateBuyer ☐ Seller ☐

Main Office Phone NumberFax Phone Number

Agent NameAgent Email

Seller Information

First NameLast Name

Phone NumberEmail Address

Mailing Address (only if different from covered property)

Buyer Information

First NameLast Name

Phone NumberEmail Address

Mailing Address (only if different from covered property)

Closing Company

Closing Company Name

Main Office Phone NumberFax Phone Number

Estimated Closing DateClosing Number

Closing Representative NameEmail Address

- ☐ I accept the benefits of American Home Shield home warranty coverage.
- ☐ I decline the opportunity to purchase American Home Shield home warranty coverage.

Home Buyer or Seller SignatureDate

Real Estate Professional SignatureDate

TOTAL

Buyer Home Warranty\$

Buyer Optional Coverage Total\$

Seller Coverage Option\$

Grand Total\$

American Home Shield may provide compensation to real estate brokers and their related companies for services provided in connection with its home warranty program. In connection with the program, a broker may provide information regarding you and your home to American Home Shield. By submitting this application, you authorize the broker to share such information with American Home Shield and authorize American Home Shield to use such information in connection with its program. You are not required to buy a home warranty and, if you want one, you are not required to buy it through a broker or sales associate.

Electronics Plan: Electronics-related coverage and services are provided by a third party. This option is subject to a \$2,000 per Electronics Plan claim limit and a \$5,000 aggregate Electronics Plan claim limit. For buyer use only.

*Not available for condos/townhomes/mobile homes

*Available only with the ShieldPlus and ShieldComplete plans

Leaving Las Vegas?



Coldwell Banker Premier Realty works with a network of brokers across the country so we can help you find a great agent to buy your next home in any city anywhere!

Complete the information below and a member of the Coldwell Banker Premier Realty Relocation Department will contact you.

Date: _____ Las Vegas Listing Agent: _____

Client Name(s): _____

Current Address: _____

Contact Phone: _____ E-mail: _____

Destination City: _____

When do you plan on purchasing? ☐ Immediately ☐ 30-60 days ☐ 60-90 days

Price Range: _____ to _____ Property type: _____



COLDWELL BANKER
PREMIER REALTY

From Aberdeen to Zanesville, we're here for you!

COLDWELL BANKER PREMIER REALTY

LISTING INFORMATION REPORT (LIR)

MLS # _____

Property Address: _____ #: _____ City: _____ Zip Code: _____

Listing Agent: _____ CH GV SH List Date: _____ Expiration Date: _____

List Price: \$ _____ Commission: _____ % Admin Brokerage Commission (amt \$ _____): Charged Exempt

Property: Resale SF New SF Resale Condo/TH New Condo/TH Multi-Family Manuf Home Land Commercial

Transaction Type: Bank Owned/REO Short Sale Corporate Owned None

Short Sale Processed by: Agent Company: _____

Contact: _____ Phone: _____ E-mail: _____

SELLER INFORMATION

Seller 1: Mr. Mrs. Ms. _____

Mailing address: _____ City: _____ State: _____ Zip Code: _____

Address after closing: _____ City: _____ State: _____ Zip Code: _____

E-mail Address: _____ Phone: _____ Phone: _____

Seller 2: Mr. Mrs. Ms. _____

Mailing address: _____ City: _____ State: _____ Zip Code: _____

Address after closing: _____ City: _____ State: _____ Zip Code: _____

E-mail Address: _____ Phone: _____ Phone: _____

SOURCE OF SELLER

SOI PC Exp/Wd FSBO Social Marketing Direct Mail Open House Phone Prospecting Floor Time

Door Knocking Yard Sign Lead Mgmt Relocation Dpt Dvlpr/Invstmnt Services Drip Marketing HomeFacts

Website: LVHomes.com CB.com Realtor.com Other site: _____

ADDITIONAL PROPERTY INFORMATION

Homeowners Association: _____ Phone: _____ Assoc Fees: \$ _____ M Q Y

Home Warranty Company: _____ Contact Name: _____

Confirmation Number: _____ Contact Phone: _____ Plan Amount: \$ _____

REFERRAL INFORMATION

Client Referred by: CBPR Relocation Department Referral. Other (complete area below) Fee Paid: _____ %

Company Name: _____ Referring Agent: _____

Address: _____ City: _____ State: _____ Zip Code: _____

E-mail Address: _____ Phone: _____ Tax ID#: _____



COLDWELL BANKER
PREMIER REALTY

COLDWELL BANKER PREMIER REALTY

LISTING DOCUMENTATION CHECKLIST

Property Address: _____ #: _____ City: _____ Zip Code: _____

Seller(s): _____ Listing Agent: _____ ☐ CH ☐ GV ☐ SH

- **NAC 645.650: SALES ASSOCIATES MUST PROVIDE ALL PAPERWORK TO THE BROKER WITHIN FIVE CALENDAR DAYS AFTER CLIENT EXECUTION.**
- All required documents must be **fully executed by all principals** (signed & initialed) prior to submission.
- Original documents must be submitted. Faxed document and other copies must be **legible**.

REQUIRED Listing Documents	
	1. Listing Information Report
	2. MLS Listing Print-Out or MLS Exclusion Form
	3. Tax Printout
	4. MLS Listing Agreement
	5. <i>CIC Addendum to Listing Agreement (if applicable)</i>
	6. Duties Owed
	7. <i>Duties Owed Team Addendum (if applicable)</i>
	8. Estimated Costs & Net Proceeds
	9. Residential Disclosure Guide
	10. Seller's Real Property Disclosure
	11. Seller Services Guarantee
	12. Sign Posting Order Form
	13. Home Warranty Authorization OR Waiver
	14. <i>Lead Based Paint Disclosure - built before '78 (if applicable)</i>
	15. <i>Tenant Key Safe Disclosure Authorization (if applicable)</i>
Other Suggested / Possibly Applicable Documents	
	Communication Log
	Construction Defect Disclosure Waiver
	Market Analysis Data (i.e. appraisal, MLS comps)
	MLS Data Form – Residential
	Outgoing Referral Form - Seller
	Property Profile
	Sales Associate Personal Transaction Disclosure – Seller
	Seller Mortgage Information

Notes: _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser or any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10 day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller Date Seller Date

Purchaser Date Purchaser Date

Agent Date Agent Date