

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

1	1 1. EXCLUSIVE RIGHT TO SELL: I/We,	("Seller")			
2	1 1. EXCLUSIVE RIGHT TO SELL: I/We, 2 hereby employs and grants 3 (Company Name) 4 right commencing on	("Broker") the exclusive and irrevocable			
3	3 (Company Name)				
4	4 right, commencing on , and expiring on 5 Property located in the City of , Commonly known as: 6 #:	, to sell, lease or exchange the Real			
5	5 Property located in the City of, C	ounty of, Nevada, APN			
6	6 #: commonly known as:				
7	7	("the Property").			
8	8				
9	9 2. TERMS OF SALE: The listing price shall be \$, terms available:			
10	10 Cash CONV FHA Lease VA Lease (Option			
11	11 Owner Will Carry Other	·			
12	12 (Note: If the Property is offered for lease, then the te	erm "Seller" used in this Agreement includes			
	13 "Landlord" as applicable.)	U			
14					
15	15 3. PROPERTY OFFERED FOR SALE: The listing pr	rice noted above includes the Property and all			
	16 improvements and fixtures permanently affixed and installed.	1 2			
	a. The following items of Personal Property are in	ncluded in the above price and shall be conveyed			
	18 unencumbered in escrow by a valid bill of sale:	1 5			
19					
	20				
21	21				
22		cluded from the above price and not included in the			
	23 sale:	I			
24	24				
25					
26					
27		th a policy of title insurance in the amount of the			
	28 selling price.	in a poney of the insurance in the amount of the			
29	e 1				
	30 5. COMPENSATION TO BROKER: Compensation is solely	y a matter of negotiation between Broker and Seller			
	31 and is not fixed, suggested, controlled or recommended by GL				
	32 Agreement. Seller agrees to pay Broker as compensation for service				
22					
37	IF A SALE: % of the gross selling price of $AND / \square OR $ (flat fee amount). Selle (flat fee amount). Selle	the Property			
25	74 IF A SALE. $%$ of the gross setting price of $%$ of the gross setting price of $%$ (flat for amount). Salls	er acknowledges that Broker will offer %			
55 26	$55 \square AND / \square OK $ (fillat fee allouilt). Selice	er acknowledges that Broker will offer %			
50	to the cooperating broker who is the procuring	ig cause of the sale. Seller acknowledges that offers of			
	37 cooperative compensation are between brokers and are not negotia	able between the Seller and Buyer.			
		111 1			
	39 IF A LEASE: % of the total rental agreed to be p	bald by lessee			
	40 \square AND / \square OR \$ (flat fee amount). If leased, B				
	41 to the cooperating broker who is the procuring cause of the le				
	42 compensation are between brokers and are not negotiable between	the Seller and Buyer.			
43	43				
		1 1 ••• 6/14			
	eller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.				
	SELLER(S) INITIALS:	/			
	Evolution Dight (ED) Listing Assessment Dr. 2012	@ 2012 Creater Los Verse Association (DEALTODOS)			
	Exclusive Right (ER) Listing Agreement Rev. 2012	© 2012 Greater Las Vegas Association of REALTORS®			
	Page 1 of 6				
	Urban Nest Realty 10220 W Charleston Blvd #3 Las Vegas, NV 89135 Phone: (702)853-2444 Fax: (702)974-1601 Angela Tina	Untitled			

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44 Compensation shall be due:

45 a. if the Property is sold or leased by Broker, or through any other person including Seller, on the above 46 terms or any other price and terms acceptable to Seller during the above time period or any extension of said time 47 period;

48 b. if the Property is transferred, conveyed, leased, rented, or made unmarketable by a voluntary act of 49 Seller without the consent of Broker, during the time period or any extension of said time period;

50 c. if within ______ calendar days of the final termination, including extensions, of this Agreement, 51 the Property is sold, conveyed, or otherwise transferred to anyone with whom the Broker has had negotiations or 52 to whom the Property was shown prior to the final termination. This section (c) shall not apply if Seller enters 53 into a valid Brokerage Listing Agreement with another licensed real estate Broker after the final termination of 54 this Exclusive Brokerage Listing Agreement.

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

67

68 6. **DEPOSIT:** Broker is authorized to accept on Seller's behalf a deposit to be applied toward purchase price or 69 lease.

70

71 7. AGENCY RELATIONSHIP:

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

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

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

8384 8. REQUIRED DISCLOSURES:

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

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

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

92 d. Seller acknowledges receipt of the Residential Disclosure Guide: Seller Initials [____]

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page. SELLER(S) INITIALS: _____/ ____

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93 9. SELLER'S INDEMNIFICATION: Seller agrees to save, defend, and hold Broker harmless from all claims, 94 disputes, litigation, and/or judgments arising from any incorrect information supplied by Seller or from any 95 material facts which Seller fails to disclose.

96

97 **10. FAIR HOUSING:** Broker shall offer the Property for sale or lease without regard to race, color, sex, creed, 98 religion, national origin, handicap, or familial status in compliance with federal, state, and local anti-99 discrimination laws.

100								
101	11. COMMON INTEREST COMMUNITY: The Property is -OR is not located within a							
102	Common Interest Community (CIC). If yes, please complete the following:							
103	Name of CIC(s):							
104	Telephone: Dues: payable monthly -OR- quarterly							
105	Name of CIC(s):							
106	Name of CIC(s):							
107	Name of CIC(s):							
108	Seller is -OR- is not current on all dues and assessments.							
109	If the Property is located within a CIC, Seller acknowledges and agrees to obtain (at Seller's own expense) and/or							
110	provide the information required by NRS 116.4109 and 116.41095 to Broker for delivery to Buyer.							
111								
112	12. SPECIAL ASSESSMENTS: The Property is -OR is not subject to special government							
113	3 assessments, such as SID and LID. (For information, please go to www.accessclarkcounty.com/treasurer.)							
114	If yes, please complete the following:							
115								
116	Payment amount:							
117	·							
118	13. SIGN: Seller authorizes Broker to install a FOR SALE/LEASE sign on the Property.							
119								
120	14. KEYBOX: Seller does -OR- does not authorize Broker to install a keybox (electronic -OR-							
121								
122	2 authorization form. Seller acknowledges that they have been advised that:							
123								
124	a members of GLVAR's MLS, including certified/licensed appraisers;							
125								
126								
127								
128	8 the Seller or his Property Manager;							
129								
130	Property. Seller hereby releases Broker and the GLVAR from any responsibility relating to the keybox.							
131								
132	15. RENT/LEASE: The Property is -OR is not currently occupied by a Tenant. The Property is							
133	subject to a management agreement with: (name of Property Manager and phone							
134	number): If the Property is a single							
135	number): If the Property is a single family unit, Seller agrees to not rent or lease the Property during the term of this Agreement without fourteen (14)							
136	6 days prior written notice to Broker.							
137								
138	16. 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) (Internal Revenue Code Section 1445).							
140								

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page. SELLER(S) INITIALS: _____/ ____

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141 17. MEDIATION/ARBITRATION: The Broker and Seller hereby agree that any dispute concerning the terms 142 and conditions of this contract shall be resolved through mediation and/or arbitration proceedings at the GLVAR 143 in accordance with the standards of practice of the National Association of REALTORS® and GLVAR's rules of 144 procedure. If a lawsuit is filed by either party, that lawsuit shall be stayed until the dispute is resolved or 145 terminated in accordance with this paragraph. 146 147 18. MULTIPLE LISTING SERVICE (MLS): Broker is a participant of THE GREATER LAS VEGAS 148 ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service, and the listing information will be 149 provided to the MLS to be published and disseminated to its Participants and Subscribers in accordance with its 150 Rules and Regulations and Sections 20 and 21 herein, unless Seller signs Instructions to Exclude. Broker is 151 authorized to cooperate with other real estate Brokers, and to report the sale, its price, terms and financing for the 152 publication, dissemination information and use by authorized Association members, MLS Participants and 153 Subscribers. 154 155 19. ADVERTISING: Seller acknowledges that, unless Seller signs a photo exclusion, a photo of the Property 156 may be taken for publication in the MLS computer system. Subject to Section 20, Seller agrees that the Property 157 may be advertised in all forms of media including but not limited to electronic and print advertising. 158 159 20. SELLER OPT OUTS: Seller further understands and acknowledges that MLS will disseminate the 160 Property's listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet 161 sites, as well as online providers such as realtor.com and lasvegasrealtor.com, and that such sites are generally 162 available to the public. Some, but not all, of these websites may include a commentary section where consumers 163 may include reviews and comments about the Property in immediate conjunction with the listing (blogging), or 164 provide a link to the comments. In addition, some, but not all, of these websites may display an automated 165 estimate of the market value of the Property in immediate conjunction with the listing, or provide a link to the 166 estimate. Seller may opt-out of any of the following by initialing the appropriate space(s) below: 167

- a. _____ I/we have advised the Broker that I/we DO NOT want the listed Property
 to be displayed on the Internet (the listing will not appear on any Internet site). In selecting this option,
 Seller understands that consumers who conduct searches for listings on the Internet will not see
 information about the listed property in response to their search.
- b. ______ I/we have advised the Broker that I/we DO NOT want the address of the
 listed Property to be displayed on the Internet (listing information will be disseminated via Internet, but
 the Property address will not appear in conjunction with the listing).
- c. _____ I/we have advised the Broker that I/we DO NOT want a commentary section
 displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at
 the request of the seller).
- 181 d. I/we have advised the Broker that I/we **DO NOT** want an **automated** 182 **estimate of value** displayed or linked to the listed Property (the site operator may indicate that the 183 feature was disabled at the request of the seller).
- 185 -**OR-**

184

187

- 186 Seller does **NOT** opt out of any of the above.
- 188 **21. USE OF LISTING CONTENT:** Seller acknowledges and agrees that all photographs, images, graphics, 189 video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page. SELLER(S) INITIALS: _____ / ____

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190 copyrightable elements relating to the Property provided by Seller to Broker or Broker's agent (the "Seller Listing 191 Content") and any changes thereto, may be filed with MLS, included in compilations of listings, and otherwise 192 distributed, publicly displayed and reproduced in any medium. Seller hereby grants to Broker a non-exclusive, 193 irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display, and 194 reproduce the Seller Listing Content, to prepare derivative works of the Seller Listing Content, and to distribute 195 the Seller Listing Content or any derivative works thereof in any medium. This non-exclusive license shall 196 survive the termination of this Agreement for any reason whatever. Seller represents and warrants to Broker that 197 the Seller Listing Content, and the license granted to Broker for the Seller Listing Content, do not violate or 198 infringe upon the rights, including any copyright rights, of any person or entity.

199

200 **22. NEVADA LAW:** This Agreement is executed and intended to be performed in the State of Nevada, and the 201 laws of Nevada shall govern its interpretation and effect. The parties agree that the State of Nevada, and the 202 county in which the Property is located, is the appropriate judicial forum for any litigation, arbitration or 203 mediation related to this Agreement.

204

205 23. ENTIRE CONTRACT: All prior negotiations and agreements between the parties are incorporated in this 206 Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final, complete, and 207 exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence 208 of any prior agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum, or 209 modification, including any photocopy or facsimile, may be executed in two or more counterparts, all of which 210 shall constitute one and the same writing. The terms of this Agreement may not be amended, modified or altered 211 except through a written agreement signed by all of the parties hereto. The parties agree that an MLS Change 212 Order signed by Broker and Soller shall act as a valid written addendum to this Agreement

212 Order signed by Broker and Seller shall act as a valid written addendum to this Agreement.

213

214 **24. PARTIAL INVALIDITY:** In the event that any provision of this Agreement shall be held to be invalid or 215 unenforceable, such ruling shall not affect the validity or enforceability of the remainder of the Agreement in any 216 respect whatsoever.

217

218 **25. 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.

220

221 **26. WARRANTY OF OWNERSHIP:** Seller warrants that Seller is the sole Owner of the Property or has the 222 authority to execute this Agreement. By signing below Seller acknowledges that Seller has read and understands 223 this Agreement, agrees to the terms thereof, and has received a copy.

224

225 **27. FORECLOSURE:** Seller understands that failure to make loan payments may result in foreclosure of the 226 Property by a mortgage holder and/or lien holder. Information regarding the foreclosure or litigation status of a 227 property is available from the County Recorder where the Property is located. Seller represents that at the time of 228 this listing (complete parts a and b):

a. A Notice of Default (Breach) and Election to Sell 🗌 has not -OR- 🗌 has (date:

230 been recorded against the Property. If a Notice of Default has not been recorded against the Property as of the 231 date of this Agreement, Seller agrees to notify Broker within five (5) business days of receipt of such a 232 notice. Seller understands that the recording of a Notice of Default begins a statutory foreclosure period, which 233 lasts a minimum of three (3) months and twenty (20) days. At the end of the foreclosure period, the Property 234 typically will be sold at a Trustee's Sale (foreclosure sale) and Seller will lose all rights and interest in the

235 Property.

b. Seller is has not -OR- is 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

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page. SELLER(S) INITIALS: _____/

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	28. SIGNATURES: This	s Agreement may be s	signed by the	parties manually	or electronicall	y (digitally) and on		
	more than one copy, which	ch, when taken togethe						
247	signatures may be accepte	d as original.						
248	20 ADDITIONAL TED	мс.						
249	29. ADDITIONAL TER	MIS:						
251								
252								
253								
254								
255								
256 257								
258								
259								
260	THE PRE-PRINTED F	PORTION OF THIS A	AGREEMEN	NT HAS BEEN AF	PROVED BY	THE GREATER		
261	LAS VEGAS ASSOCIA							
262	VALIDITY OR ADEQ							
263	LEGAL OF	R TAX ADVICE, CON	NSULT YOU	JR ATTORNEY (OR TAX ADV	ISOR.		
264 265	By signing below, Sell	lor consonts to roca	ivo tronsmi	ssions cont from	Broker to t	ha fax numbar(c)		
	and/or e-mail address							
	telephone number (or							
	the term of this Agreer							
269								
	SELLER:							
271	Date,	Telephone		FAX	F-Mail			
	Seller's Signature,							
273	Printed Name		Sci Prij	nted Name:				
275	Printed Name: Address		<u> </u>		State	Zin		
276			City			<u>_</u> zip		
	BROKER:							
278								
279	Company							
280	Address		City		State	_ Zip		
281	Telephone	FAX	E-M	lail				
282	Designated Licensee Signa	ature	CityStateZip E-MailLicense No					
283	Printed Name:		Licensee's Telephone:					
284	Broker's Signature	Date:						
285	Printed Name:			License No.				
286 287	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:/							
	Exclusive Right (ER) Listing Page 6 of 6	g Agreement Rev. 2012		© 2012 Greater La	as Vegas Associa	ation of REALTORS®		



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.

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 REALTOR®. 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.

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

