

[ ] [ ]

**SELLERS INITIALS**

By Initialing below, Seller acknowledges that they have read, understood, and agreed to each and every provision of this page.

- 9. and sign a Seller's Real Property Disclosure Statement concerning the condition of the Property.
- SELLER'S REAL PROPERTY DISCLOSURE STATEMENT: Unless exempt under NRS chapter 113, Seller shall truthfully complete the Seller this, thereof, does not create a dual agency.
- 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 fiduciary duties owed to the Buyer and not the Seller.
- Consent To Act Form signed by all parties to the transaction.
- a. 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 election to act as a dual agent representing both Seller and Buyer and obtain the written
- b. Depending upon the circumstances, it may be necessary or appropriate for the assigned or designated licensee to act as agent for both Seller and Buyer, exchange parties, or one or more additional parties. If applicable, Broker and the assigned or designated licensee shall disclose to Seller any any resulting transaction.
- a. 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

**8. AGENCY RELATIONSHIP:**

- 7. DEPOSIT : Broker is authorized to accept on Seller's behalf a deposit to be applied toward purchase price or lease.
- sum shall bear interest at the rate of ( ) percent per annum from the due date until paid.
- 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 other brokers the above compensation in any manner acceptable to Broker. Seller hereby irrevocably assigns to Broker the funds and proceeds of Seller in compensation after first deducting the expenses, escrow expenses and the expenses of collection if any. Broker is authorized to cooperate and divide with Seller collect 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 commission. If completion of sale is prevented by a party to the transaction other than the Seller, Broker may collect it's commission only if and when 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 from their provided that there is full disclosure to all parties. If completion of sale is prevented by default of Seller, or the refusal Seller to accept an offer 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

**Exclusive Brokerage Listing Agreement**

- shall not apply if Seller enters into a valid Brokerage Listing Agreement with another licensed real estate Broker after the final termination of this
- 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) If within \_\_\_\_\_ calendar days of the final termination, including extensions, of this Agreement, the Property is sold, conveyed, or otherwise 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 to Seller during the above time period or any extension of said time period;
- 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

**Compensation shall be due:**

- commission is not set by law; it is determined by each Broker individually and may be negotiated between Seller and Broker.
- 6. **COMPENSATION TO BROKER :** Seller agrees to pay Broker as compensation for services \_\_\_\_\_ % of selling price of the Property or \$ \_\_\_\_\_ amount. If leased \_\_\_\_\_ % of the total rental agreed to be paid by lessee or \$ \_\_\_\_\_. The amount of rate of real estate
- 5. **TITLE INSURANCE :** Seller agrees to provide Buyer with a policy of title insurance in the amount of the selling price.

4. **MULTIPLE LISTING SERVICE (MLS):** Broker is a participant of THE GREATER LAS VEGAS ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service, and the listing information will be provided to the MLS to be published and disseminated to its Participants and price, terms and financing for the publication, dissemination information and use by authorized Association members, MLS Participants and Subscribers. Subscribers in accordance with its Rules and Regulations. Broker is authorized to cooperate with other real estate Brokers, and to report the sale, its

3. **PERSONAL PROPERTY :** 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:

2. **TERMS OF SALE:** The Listing price shall be \$ \_\_\_\_\_, terms available: Cash \_\_\_\_\_ CONV \_\_\_\_\_ FHA \_\_\_\_\_ Lease \_\_\_\_\_ VA \_\_\_\_\_ Lease Option \_\_\_\_\_ Owner Will Carry \_\_\_\_\_ Other \_\_\_\_\_

AP#: \_\_\_\_\_ Commonly known as: \_\_\_\_\_ (hereinafter referred to as "The Property").  
 lease or exchange the Real Property located in the City of \_\_\_\_\_, County of \_\_\_\_\_, Nevada.

(Name) \_\_\_\_\_ (hereinafter referred to as "Broker") the exclusive right, commencing on \_\_\_\_\_, and expiring on \_\_\_\_\_, to sell, referred to as "Seller") hereby employs and grants \_\_\_\_\_ (Company) \_\_\_\_\_

1. **EXCLUSIVE RIGHT TO SELL:** We, \_\_\_\_\_ (hereinafter \_\_\_\_\_



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

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

12. **LEAD-BASED PAINT:** Seller shall complete the Disclosure of Information on Lead-Based Paint Hazards if the property was built prior to 1978 in accordance with Federal Regulations.

13. **SIGN:** Seller authorizes Broker to install a FOR SALE/LEASE sign on the Property.

14. **KEYBOX:** Seller [ ] (does) [ ] (does not) authorize Broker to install a keybox in connection with the showing of the Property. 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 the Multiple Listing Service (MLS) of the GLVAR;

b. Seller should safeguard Personal Property and valuables located within the Property;

c. If is not a requirement of the GLVAR's MLS for a Seller to allow the use of a keybox;

d. Where a tenant/lessee occupies the Property, the tenant/lessee's consent is also required;

e. Neither the listing nor selling Broker of the GLVAR is an insurer against the loss of Personal Property. Seller hereby releases Broker and the GLVAR from any responsibility relating to the keybox.

15. **TAX WITHHOLDING:** Seller agrees to perform any act reasonably necessary to carry out the provisions of the FIRPTA (Internal Revenue Code 1445).

16. **MEDIATION/ARBITRATION:** The Broker and Seller hereby agree that any dispute concerning the terms and conditions contract shall be resolved through MEDIATION and ARBITRATION proceedings at the GLVAR in accordance with the standards of practice of the National Association of REALTORS®. If a lawsuit is filed by either party, that lawsuit shall be stayed until the dispute is resolved or terminated in accordance with this paragraph.

17. **ATTORNEYS FEES:** In the event suit is brought by either party to enforce this Agreement, the prevailing party is entitled to court costs and reasonable attorneys fees.

18. **ADVERTISING:** Seller acknowledges that a photo of the Property may be taken by an authorized representative for publication in the MLS computer system. Seller agrees that the Property may be advertised in all formats of media including but not limited to electronic and print advertising.

19. **(V) REAL ESTATE DOCUMENT CONTROL:** Upon closing an escrow of this property seller acknowledges and agrees to pay the Broker \$238.00 as a fee for five year storage of escrow.

19. **(B) REAL ESTATE DOCUMENT WAREHOUSING FEE:** Upon closing an escrow property seller acknowledges and agrees to pay Broker \$280.00 for Real Estate Transaction Fee.

19. **(C) ADDITIONAL TERMS:**

20. **NEVADA LAW APPLIES:** 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, arbitration or mediation related to the Agreement.

21. **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 on 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.

22. **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.

**SELLER:**

Date \_\_\_\_\_

20\_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

E-Mail \_\_\_\_\_

Address \_\_\_\_\_

Seller \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

**BROKER:**

Date \_\_\_\_\_

20\_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

E-Mail \_\_\_\_\_

Address \_\_\_\_\_

Company \_\_\_\_\_

Broker's Signature \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_