



Hello!

The real estate market in Southern Nevada is dynamic and ever-changing. In this opening package provided by Dove and Associates, we will provide you with the necessary information that will help make the process as seamless and stress-free as possible for you.

My team of elite real estate professionals and I believe that real estate is the foundation of all wealth. Homeownership is the key the building generational wealth that can be passed down your lineage.

We are a full-time, dedicated real estate team providing you the top service you with the upmost professionalism and client care. We treat all of our clients like family.

If you're wondering why I would do this, I don't blame you. I'd be wondering the same thing. The answer is that I want to be yours, your families and your friends real estate professional for life; Whether that be buying, selling, investing, renting, or needing assistance with financing.

If I can be your go to real estate professional, then I know over time I'll get the opportunity to provide you with my valuable services.

I genuinely look forward to working with you, and I am always available to be at your service.

With gratitude,


Jordan Crisostomo Dove, ABR® SFR®
Managing Principal, REALTOR®
Dove & Associates powered by Nationwide Realty, LLC



REALTOR®
JORDAN DOVE ABR® SFR®

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Southern Nevada Community Directory

Real Estate Services	
Dove & Associates	702-767-5557
Right Choice Lending	702-234-5335
Driggs Title	702-425-8740
Police Departments	
City of Henderson	702-597-5000
City of Las Vegas	702-828-3111
City of North Las Vegas	702-633-9111
Nevada Highway Patrol	702-486-4111
Utilities (Basic)	
NV Energy	702-402-5555
Southwest Gas	877-860-6020
Republic Services (Trash)	702-735-5151
Internet, TV, Phone	
Century Link	702-244-7400
Cox Communications	702-383-4000
Direct Satellite TV	888-504-3545
Dish Satellite TV	888-661-8342
Clark County Resources	
So. NV Health District	702-244-7400
Immunizations	702-383-4000
RTC - Public Transport.	888-504-3545
So. NV Water Authority	888-661-8342
Clark County Elections	702-455-8683
Clark County Libraries	702-734-7323
Education	
Clark County School District	702-799-5000
NV State High School	702-953-2600
Univ. of Nevada Las Vegas	702-895-3011
College of Southern Nevada	702-650-2276
Nevada State College	702-992-2000

General Information	
City of Henderson	702-267-2323
City of Las Vegas	702-229-6011
City of North Las Vegas	702-633-1000
Clark County	702-455-0000
Fire Departments	
City of Henderson	702-267-2222
City of Las Vegas	702-383-2888
City of North Las Vegas	702-633-1102
Clark County	702-455-7311
Water Utility	
City of Henderson*	702-267-5900
City of North Las Vegas*	702-633-1484
Las Vegas Valley Water Dist.	702-870-2011
Parks & Recreation	
City of Henderson	702-267-4000
City of Las Vegas	702-229-7529
City of North Las Vegas	702-633-1607
Clark County	702-455-8200
Nevada Resources	
Human & Health Services	702-486-5000
US Postal Services	702-361-9200
Harry Reid Int'l Airport	702-261-5211
Dept. of Employment	702-486-0350
Dept. of Motor Vehicles	702-486-4368
Emergency Road Conditions	877-687-6237
Hotlines	
Poison Control	888-222-1222
Domestic Violence	800-486-7282
Suicide Prevention	800-273-8255
Rape Crisis	702-366-1640
Child Abuse	702-399-0081

*Water, Sewer and/or Trash Combined

Benefits of HOMEOWNERSHIP



APPRECIATION

Home values have a well documented history of going up over time. This increase becomes equity you can benefit from when you refinance or sell.



EDUCATION

Research shows children of homeowners earn higher test scores and graduate at a higher percentage than those of renters.



EQUITY

Renting has often been compared to paying 100% interest, but when you own a home and a mortgage is in place, a portion of your payment goes toward the principal balance on your loan. This builds your equity and acts as a savings account.

HAPPINESS

The feeling of owning your own home is unmatched. You can fix it up, make it your own, get a dog, or plant a tree if you want. Doesn't that sound exciting?



ROOTS

People who own rather than rent stay in the homes 4 times longer. opportunity to get to know your neighbors and connect with your local community.



TAX SAVINGS

The government rewards homeowners by providing excellent tax benefits. The interest paid on your mortgage and other home-related expenses can generally be deducted from your income?



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THE BUYER'S ROADMAP



1 MEET WITH A REAL ESTATE PROFESSIONAL
Discuss the type of home you're looking for, including style, price, and location.

THE BUYER'S ADVANTAGE
As the home buyer, your agent's commission is paid by the seller of the home in almost all circumstances. This means your representation costs you nothing!

2 GET PRE-APPROVED
You will need pay stubs, W2s, and bank statements. Knowing what you can afford is critical to a successful home shopping experience.

3 SEARCH FOR HOMES
The fun part! Your agent will schedule showings and help you find the perfect home.

ADVANCED SEARCH
Not all real estate websites are the same. Your real estate professional has tools and systems to ensure you see every available home that meets your criteria.

4 MAKE AN OFFER
Your agent will prepare the offer based on the price and terms you choose.

5 NEGOTIATIONS AND CONTRACT
It may take a few tries to get it just right, but hang in there. You're on your way.

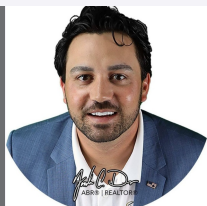
CONTRACT
In most cases, the contract provides you with a timeline to obtain financing, as well as time to inspect the physical condition of the home. Your real estate professional will inform you of all of your rights and responsibilities related to the contract.

6 IN ESCROW
You and the seller have agreed to the price and terms. The home is effectively held for you until closing.

7 FINAL DETAILS
Perform due diligence, order the appraisal, conduct an inspection, and review terms with the lender.

PREPARING FOR CLOSING
You will be finalizing your loan, reviewing documents, and discussing the findings from the inspection. Your agent will be managing this entire process for you.

8 CLOSING
This is the transfer of funds and ownership. A title company or an attorney typically acts as an independent third party to facilitate the closing.



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CONGRATULATIONS!
YOU ARE A NEW
HOMEOWNER



This is not intended to solicit a currently listed home. Information is deemed reliable, but not guaranteed.



REAL ESTATE TERMINOLOGY



OUR PASSION IS REAL ESTATE

and we're never too busy to answer any questions.
Call or email us anytime.

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ADJUSTABLE RATE MORTGAGAGE (ARM)

The interest rate is tied to a financial index making the monthly mortgage payment go up or down over time.

ANNUAL PERCENTAGE RATE (APR)

The percent of interest that will be charged on a home loan.

APPRAISAL

A report highlighting the estimated value of the property completed by a qualified 3rd party. This is typically done for the benefit of the buyer's lender to ensure the property is worth the purchase price.

ASSOCIATION FEE/HOA FEE

In addition to a mortgage, certain housing communities such as townhomes have a monthly fee associated with maintaining the common areas and amenities.

BALLOON MORTGAGE

A long-term mortgage loan that starts small but has a large payment due at maturity.

CLOSING

When the new title to the property is officially recorded by the County Record's Office and ownership of the property transfers to the new buyer.

CLOSING COSTS

The buyer and seller have expenses associated with the transaction other than that of the actual cost of the home. For example, the buyer has a variety of fees due for obtaining a new loan and the seller must pay commission to both agents.

CLOSING DISCLOSURE

A form that provides the final details about the mortgage loan. It includes loan terms, projected monthly payments, and how much the extra fees will be.

COLLATERAL

Something of value (in this case your home) that is held to ensure repayment of a mortgage or loan.

COMMISSION

A percent of the sale price of the home that is paid to agents. The seller pays commission to both the buyer and listing agent.

COMPARABLES

Homes in the area of interest that have recently sold that have similar features.

CONTINGENCIES

Conditions which must be met in order to close. Contingencies are typically tied to a date, referred to as a deadline. If the contingency is not satisfied the contract may be canceled.

COUNTEROFFER

The response from the seller in regard to an offer.



DEBT TO INCOME RATIO

A lender will evaluate whether a borrower's income is large enough to handle their payments on existing debts plus their new mortgage payments.

DOWN PAYMENT

A percent of the cost of the property that is paid up front as a part of the mortgage.

EARNEST MONEY

The deposit made from the buyer to the seller when submitting an offer. This deposit is typically held in trust by a third party. Upon closing, the money will generally be applied to the down payment or closing costs.

ESCROW

This term has multiple meanings; earnest money is typically held by a third party until closing in "escrow." It can also be referred to as the time period from when the contract is written and accepted by the seller to when the home sale actually closes.

EQUITY

The difference in the market value of a home versus what is owed on the home.

FHA

A mortgage that is financed through a private lender and insured by the Federal Housing Administration, often requiring a lower down payment and income to qualify.

FIXED RATE

The interest rate will remain the same for the entire life of the mortgage.

HOME EQUITY LINE OF CREDIT

A loan or line of credit that your lender may offer using the equity in your home as collateral.

HOME INSPECTION

The process in which a professional inspects the seller's home for issues that may not be readily apparent, and then creates a report for the buyer to review.

HOME PROTECTION PLAN

A one-year service that covers the cost of repairs or replacements to items covered in the plan (such as stoves, dishwashers, A/C, heaters, etc.).

HYBRID

A loan that starts with a fixed rate period, then converts to an adjustable rate.

MORTGAGE INSURANCE

Insurance written in connection with a mortgage loan that protects the lender in the event the borrower cannot repay their loan. This is usually not required if the borrower has 20% or more for the down payment.

MORTGAGE NOTE

A promise to pay a sum of money at a standard interest rate during a specific term that is secured by a mortgage.

MULTIPLE LISTING SERVICE (MLS)

The national list of real estate properties that are available for sale. These are the most reliable sources to receive up-to-date listing information.

PRE-APPROVAL

The process in which a lender makes an initial evaluation of how much money a buyer might be qualified to borrow based on the preliminary financial information provided. This gives the seller more confidence in the buyer's ability to close escrow, but is not a guarantee that the loan will be approved.

PRINCIPAL

The underlying amount of the loan which is actually borrowed.

PROPERTY TAXES

These are the taxes that are enforced by the city, town, county, and state government entities. Sometimes they are included in the total monthly mortgage payment paid to the lender and sometimes they are paid directly by the home owner.

REO

Real estate owned properties or foreclosed properties currently owned by a financial institution such as the bank that made the loan to the previous owner.

REVERSE MORTGAGE

This is specifically for seniors and it allowed them to convert the equity in their home to cash.

SHORT SALE

A situation when the seller's lender is willing to accept an offer and allows the sale to be completed for an amount less than the mortgage amount owned by the seller.

TITLE

A legal document proving current and proper ownership of the property. Also referred to as a Title Deed, this document highlights the history of property ownership and transfers.

UNDERWRITING

The process in which the potential home buyer is evaluated for their financial ability to obtain and repay a loan. This normally includes a credit check and an appraisal of the property.

VA LOAN

Special no down payment loans that are available to Americans who have served in the Armed Forces. These loans are issued by private lenders and are guaranteed by the Department of Veterans Affairs.



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YOUR GUIDE TO BUYER'S AGENTS

Introduction

If you're looking to buy a house, then whom do you trust to help you find the best deal possible? A real estate agent, right? While that is true, it's imperative that you have the right agent working on your behalf.

Today we're going to be talking about setting up an agency agreement with a buyer's agent. We'll discuss the meaning of that term, what your arrangement can consist of, and the benefits of that relationship.

YOUR GUIDE TO BUYER'S AGENTS

What is a Buyer's Agent?

Simply, this is a real estate agent who represents the person on the buying side of a real estate transaction: the buyer. The agent on the selling side of the transaction representing the seller is often referred to as the listing agent. They are there to serve the seller, which means that they will be interacting with a lot of different buyers.

However, if you're the one looking for a home, then having a buyer's agent working for you is probably the best move that you can make. At first, you may wonder if it's necessary to have one in the first place, but there are a lot of benefits that come from this relationship.

One thing to keep in mind, however, is that you have to have an agency agreement to get the best services. While you could work with an agent without an agreement, a lack of guarantees on both of your parts could lead to a lackluster process, which could affect your ability to close.

Overall, it's much better to enter into an agency agreement with your buyer's agent if you want to proceed. Not only will this ensure that you get the best service, but it offers written protections and guarantees that will come in handy during the buying process.

Benefits of Using a Buyer's Agent

As you can imagine, having someone representing you when searching for a new home can have a few perks. Assuming that you're not familiar with all of the details of what it takes to get into a new home (e.g., paperwork, inspections, financing, title insurance, appraisals, and so on), an agent will be able to make the experience much easier and smoother for you.

Let's go over the primary reasons that you would want to sign up with a buyer's agent.

BETTER REPRESENTATION

If you were to search for your next home by yourself, and you contact the listing agents you meet along the way, they will only have the interests of the seller in mind.

Sometimes buyers unknowingly ask the agent representing the seller to help them in preparing an offer of the home. While this process is possible, as a home buyer you are asking the agent who represents the seller to now represent you as well.

This can bite you in a few different ways.

First, if there are multiple buyers interested in the property, you will have to compete with them without having a buyer's agent to consult with you regarding strategies to beat the other offers. Essentially, you are negotiating blind, which means that you have little power in the proceedings.

YOUR GUIDE TO BUYER'S AGENTS

Secondly, if you are presenting your offer to the listing agent directly, your enthusiasm (or lack thereof) can be communicated to the seller without any context. For example, if you think that the asking price is a "great deal," then it may limit your chances of negotiation in the future since the agent will have relayed that comment to the seller.

Finally, you won't have someone who understands all of the complexities of the home-buying process at your disposal. Thus, you will have to rely on the seller's agent to provide you with all of the details, and again, your interests are not their primary concern.

Overall, a buyer's agent will make sure that your needs are met during the whole experience. You will be building a relationship with your agent, who will want to know what kinds of elements are most important to you for your new home and what parameters you're hoping to fill.

Then, when the negotiations begin, you will have a knowledgeable expert in your corner. The buyer's agent will be able to guide you through the transaction, letting you know if there are risks or concerns along the way. He or she will help you navigate through the process so that you understand what's going on every step of the way.

NO FEES

Before you sign with a buyer's agent, you may be wondering how much it will cost you. After all, he or she is putting in a lot of hours and work for you, so you'll have to provide compensation, right?

Fortunately, that's not handled by you. Rather, in almost every home sale, it's up to the seller to pay both agent's fees. This means that you don't have to pay for anything out of pocket, and you can rest easy knowing that you got the best service regardless.

Here is another little known benefit of entering into an agreement with a buyer's agent. Let's say that you have an agent who has been helping you search for homes, but you have not signed a buyer agent agreement. That agent has to consider this risk: without an agreement, you could, at any time, decide to work with someone else to find a home. There is a chance the agent isn't going to put as much time and effort into the experience to make sure that you're satisfied.

No one wants to work for free, and when you don't have a contract, it doesn't make sense for the agent to make you a priority. Instead, he or she may focus on his or her other clients and put you lower on their list because the other people were willing to sign an agreement.

YOUR GUIDE TO BUYER'S AGENTS

Overall, if you want the best service from your agent it's a good idea to enter into an agency agreement.

MORE OPPORTUNITIES

How much time can you devote to buying a new home? By that, we mean how many hours can you spend looking for properties for sale, vetting them, and calling different agents to try to schedule showings? Assuming that you have a job and a life, the answer is probably a lot less than it should be.

With a buyer's agent on your side, you don't have to worry about missing out on an opportunity. He or she will dedicate enough time to finding places that fit within your parameters. Also, your agent will make sure to do legwork beforehand so that you don't waste time on houses that won't be desirable.

Have you ever gone to an open house, only to be disappointed by the asking price or some other element of the property? A buyer's agent will be able to vet the home before you even think about visiting it to make sure that this doesn't happen. A good agent will know what's important to you and avoid properties that don't meet your criteria.

Another thing about having an agent is that you can get access to more homes. If you're checking only a handful of sites or listings, you will miss out on properties for sale that aren't on your radar. Since your agent is connected to the real estate industry, he or she will be able to hear about houses that may not get listed publicly, or at least not on sites that you would be checking. Often, agents will let the other agents in their own office know about properties that will be coming on the market before anyone else. This can be great for you if your agent gets an inside tip.

PROFESSIONAL RECOMMENDATIONS

If you're new to the home-buying process, you probably aren't aware of all of the steps you have to take to make sure that you're getting a good deal. You'll also have to work with a variety of people, from mortgage brokers to lenders to appraisers.

With a buyer's agent, he or she can recommend high-quality service providers to fit your needs. If you still haven't secured a loan, your agent can put you in touch with someone who can help expedite the process.

These recommendations can run the gamut from people who will help you get financing to movers who can transport your stuff quickly and safely. Most buyer's agents will have a talented roster of various people who can help make your transition into your new home as smooth and enjoyable as possible.

YOUR GUIDE TO BUYER'S AGENTS

PROFESSIONAL RECOMMENDATIONS

As we mentioned, you will want to sign an agency contract with your buyer's agent to ensure that he or she will be committed to you for the duration of your home buying experience. Once this happens, you will be able to get a lot more done in much less time.

For the most part, these contracts stipulate that you and your agent are exclusive. This means that you agree to work with only your agent to find and submit offers on homes. This doesn't mean that you can't shop for homes online or walk through an open house without your agent; however, when it comes time to schedule a private showing or make an offer, you need to work solely with your agent.

This level of commitment is going to help you find your dream home much faster than if you tried to do it on your own. When you have someone working full-time, you can see more houses and work with more sellers to find the right fit for you.

On top of that, buyer's agents are all about building a relationship with you. This experience is more than just about making a commission; it's about ensuring that you are satisfied with your new property.

Because the agent isn't paid until you close the deal, he or she can't be satisfied unless you are. That means your agent will pull out all the stops to make this process as simplified and streamlined as possible.

Do you prefer to get emails or texts? Do you want to look at virtual tours or do you want to see homes in person? Whatever your preferences are, a buyer's agent will make sure that your wants and desires are met at all times.

What to Ask a Buyer's Agent?

By now, you're probably sold on the idea of having an agent in your corner to help you find your new home. However, how can you be sure that you've found the right one? Here are some critical questions to ask so that you know that you've made the right decision before you sign anything.

What areas or neighborhoods do you specialize in?

This question is crucial because you want an agent who knows the areas in which you want to live. If you work with someone who is unfamiliar with the neighborhood, then how can you be sure that your needs are met?

YOUR GUIDE TO BUYER'S AGENTS

For example, if there are particular “must-haves” that you want near your home, how will your agent know if they’re there? If he or she doesn’t specialize in that neighborhood, you run the risk of missing out on the crucial elements you desire.

WHAT'S YOUR AVAILABILITY?

Even with an exclusive contract, your agent may only do this as a part-time gig. If that’s the case, then you have to make sure that he or she can dedicate enough time to finding the home of your dreams, or, work with a full-time agent like myself that has a team to assist.

One thing to consider is your timeline. Do you have to move quickly due to a new job or expiring lease? If so, then you might want to find a buyer’s agent who can be on your case full-time. Otherwise, it could take longer to get into a new home, and you won’t have the luxury of waiting for the perfect opportunity.

Something else to consider is scheduling. If you have very little time or a unique schedule that will make it difficult to see homes during normal hours, you may want to find an agent who can accommodate these needs.

Finally, remember that there are a lot of steps to getting into a new home. Before you hire your buyer’s agent, ask them how they help their clients achieve their home buying goals. If the market is really hot, ask them how they help their buyers compete and get the winning contract.

HOW LONG HAVE YOU BEEN AN AGENT?

In many cases, you want a buyer’s agent who has a lot of experience. Although new agents can be knowledgeable, there are a lot of different elements of this process that can be challenging. As a result, experience usually trumps knowledge.

Considering that you’re not paying out of pocket for a buyer’s agent, it’s usually a good idea to sign with someone who really knows what they’re doing.

Bottom Line

If you’re ready to get started with a buyer’s agent, then contact me today to find out how I can make your home-buying experience enjoyable and effortless. Don’t stress about finding the home of your dreams; let me handle the dirty work for you so that you can focus on what matters.

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 NATIONWIDE REALTY, LLC.

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:* _____

CONSENT TO ACT

This form does not constitute a contract for services nor an agreement to pay compensation.

DESCRIPTION OF TRANSACTION: The real estate transaction is the sale and purchase; or lease; of

Property Address: _____

In Nevada, a real estate licensee may act for more than one party in a real estate transaction however, before the licensee does so, he or she must obtain the written consent of each party. This form is that consent. Before you consent to having a licensee represent both yourself and the other party, you should read this form and understand it.

Licensee: The licensee in this real estate transaction is JORDAN C. DOVE (“Licensee”) whose license number is S.0180594 and who is affiliated with NATIONWIDE REALTY, LLC (“Brokerage”).

Seller/Landlord _____
Print Name

Buyer/Tenant _____
Print Name

CONFLICT OF INTEREST: A licensee in a real estate transaction may legally 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.

DISCLOSURE OF CONFIDENTIAL INFORMATION: Licensee will not disclose any confidential information for 1 year after the revocation or termination of any brokerage agreement entered into with a party to this transaction, unless Licensee is required to do so by a court of competent jurisdiction or is given written permission to do so by that party. Confidential information includes, but is not limited to, the client’s motivation to purchase, trade or sell, which if disclosed, could harm one party’s bargaining position or benefit the other.

DUTIES OF LICENSEE: Licensee shall provide you with a “Duties Owed by a Nevada Real Estate Licensee” disclosure form which lists the duties a licensee owes to all parties of a real estate transaction, and those owed to the licensee’s client. When representing both parties, the licensee owes the same duties to both seller and buyer. Licensee shall disclose to both Seller and Buyer all known defects in the property, any matter that must be disclosed by law, and any information the licensee believes may be material or might affect Seller’s/Landlord’s or Buyer’s/Tenant’s decisions with respect to this transaction.

NO REQUIREMENT TO CONSENT: You are not required to consent to this licensee acting on your behalf. You may

- Reject this consent and obtain your own agent,
- Represent yourself,
- Request that the licensee’s broker assign you your own licensee.

CONFIRMATION OF DISCLOSURE AND INFORMATION CONSENT

BY MY SIGNATURE BELOW, I UNDERSTAND AND CONSENT: I am giving my consent to have the above identified licensee act for both the other party and me. By signing below, I acknowledge that I understand the ramifications of this consent, and that I acknowledge that I am giving this consent without coercion.

I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.					
_____	_____	_____	_____	_____	_____
<i>Seller/Landlord</i>	<i>Date</i>	<i>Time</i>	<i>Buyer/Tenant</i>	<i>Date</i>	<i>Time</i>
_____	_____	_____	_____	_____	_____
<i>Seller/Landlord</i>	<i>Date</i>	<i>Time</i>	<i>Buyer/Tenant</i>	<i>Date</i>	<i>Time</i>

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>.

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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

Continued from

⇒ **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...)

Common-Interest Communities and Condominium Hotels

Continued from

(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.

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](#)

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](#)

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](#)

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;

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/rednvgov/Content/Forms/525.pdf>

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

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](#)

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](#)

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](#)

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](#)

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.

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.nv.gov/uploadedFiles/rednvgov/Content/Forms/551.pdf>

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

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](#)

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...)

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.

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/rednvgov/Content/Forms/547.pdf>

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

NRS: [111.390-440](#)

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](#)

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

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>.

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...)

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](#)

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](#).

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Miscellaneous Disclosures

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⇒ **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.

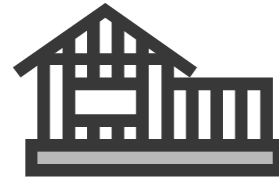
Upon receiving the notice, the buyer must submit a written request within 5 days for a copy of the actual report. The seller must provide a free report to the buyer within 5 days of receiving such request.

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.](#)

Contact Information

<p>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</p>	<p>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</p>
<p>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</p>	<p>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</p>
<p>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/</p>	<p>U.S. Environmental Protection Agency 1200 Pennsylvania Avenue, N.W. Washington, DC 20460 Phone: (202) 272-0167 Website: www.epa.gov</p>
<p>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</p>	<p>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</p>
<p>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</p>	



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.



BUYER'S NOTICE OF DISCLOSURE

This Notice is designed to inform a Buyer of general property conditions and other related matters that often arise during the purchase of real property in Southern Nevada. Buyer is encouraged to seek out additional information from qualified licensed professionals should additional information or questions arise.

Name of Buyer

Name of Buyer

PEST NOTICE

Buyers of property in Southern Nevada are hereby put on notice that various pest, rodent and insect species (collectively, "pests") exist in Southern Nevada. Pests may include, but are not limited to, scorpions (approximately 23 species, including bark scorpions), spiders (including black widow and brown recluse), bees, snakes, ants, termites, rats, mice and pigeons. The existence of pests may vary by season and location.

Buyers are encouraged to obtain a pest inspection report to determine the presence and/or infestation of pests. Pests may inhabit any property in Southern Nevada regardless of statements in the Real Property Disclosure form or information contained in a pest report. If a Buyer is allergic to certain pests, or if there is any other concern, you should seek the advice of an appropriate professional.

The cost and quality of a pest report may vary. For more information on pests and pest control providers, you may contact the State of Nevada Division of Agriculture at www.agri.nv.gov or via an internet search for pest control.

SOIL/GEOLOGICAL CONDITIONS

Buyer has been informed to consult the appropriate professionals regarding geological conditions, terrain conditions, soil conditions including expansive soil and galvanic corrosion, seismic activity, suitability of property and drainage.

MOLD NOTICE

NOTICE. Fungal contaminants (molds) may exist in a Property of which the Seller is unaware. These contaminants generally grow in places where there is excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. A professional home inspection may or may not disclose fungal contaminants.

BUYER'S DUTY TO INSPECT. Buyer hereby assumes responsibility to conduct whatever inspections Buyer deems necessary to inspect the Property for mold contamination. Companies able to perform such inspections can be found via an internet search for "Environmental and Ecological Services."

PROFESSIONAL ADVICE. Buyer executes this Notice with the understanding that they should consult with a professional of their choice regarding any questions or concerns before its execution.

FLOOD HAZARD ZONE

Buyer is advised the property may be located in a designated "flood zone" or other hazardous location. For further information buyer may log on to www.ccrfcd.org and enter the property address to determine the flood hazard.

ELEVATOR(S)

Nevada Administrative Code 455C.516 (d) requires that a private residence elevator must be inspected "Upon construction, installation, or alteration by an inspector" and that "A private residence elevator must be inspected by an

(_____/_____) **Buyers Initials**

inspector or a special inspector before any transfer of title for a property on which a private residence elevator is located to a new owner.”

RADON

The U.S. Environmental Protection Agency, the U.S. Department of Health and Human Services, and the U.S. Public Health service have expressed concern over the presence of radon gas in homes. Prolonged exposure to high levels of indoor radon or its progeny may affect the health of residents. Although such conditions may exist in Southern Nevada, Agent and Broker make no representations or warranty as to (1) the presence or lack of radon or hazardous environmental conditions nor (2) the effect of radon or any such condition. Broker and Agent recommend that the Buyer, at his/her sole expense, conduct his/her own investigation and consult with such experts as the Buyer deems appropriate in order to determine the level of radon gas in the home Buyer wishes to purchase.

For more information on radon, please use the following website to visit the University of Nevada’s Radon Education Program: www.unce.unr.edu/radon or via an internet search for radon map.

ZONING

Buyer is advised the governing authorities of the area in which the property is located regulate the zoning in the Las Vegas area. Zoning may vary from within neighborhoods with regards to type of use of property and density. The governing authorities include the City of Las Vegas, Clark County, North Las Vegas, Henderson, Boulder City and other municipalities in Clark and Nye Counties, Nevada. For more information about the zoning around the property ask your agent for the Assessor Parcel Number for the property and call the zoning and planning department of the appropriate municipality and discuss the zoning with a planner.

AIRPORT NOISE

Buyer hereby acknowledges there are several airports in the Las Vegas Valley including but not limited to McCarran International Airport, North Las Vegas Airport, and the Henderson Executive Airport. The subject property may be located in the vicinity of an airport or within a perpetual avigation easement. Buyer fully understands existing and future noise levels may have an effect on livability, value, and suitability of the property for residential use. Buyer assumes full responsibility to investigate the proximity of airports to the property and to satisfy themselves as to the location in proximity to airports. For further information contact Clark County Department of Aviation at 702-261-5211 or logon to www.co.clark.nv.us and go to county departments and select Aviation.

GOLF COURSES

Recently several high-profile golf courses have either closed or transferred ownership. Buyer should independently verify the status of any golf courses should the Buyer wish to purchase property on or near a golf course.

SOLAR PANELS

The use of solar panels is increasing in Nevada. Solar panels may be purchased, financed, or leased. Buyer is advised that if a property has solar panels, additional information will be required from the Seller regarding how the panels may be transferred to the Buyer.

CONSERVATION EASEMENTS

Certain properties may be subject to conservation easements, such as the Southern Nevada Water Authorities Water Smart Landscape program. Buyer is noticed that properties participating in the Water Smart Landscape or similar programs may have restrictions on how a property can be used and such restrictions can be found via a title search or on a title report.

HOME SECURITY SYSTEMS AND VIDEO SURVEILLANCE

Many homes have home security systems as well as video surveillance. A Seller has no obligation to disclose the existence of such systems and Buyer should assume that they are under surveillance when touring a home. Buyer should refrain from discussing confidential information regarding a property until after the tour is completed.

(_____ / _____) Buyers Initials

SMART HOMES

Some homes may contain smart home technology. Buyer is reminded to request that any such technology be reset to original factory settings, that the Seller delete any passwords, usernames, and personal information prior to close of escrow, and that additional information may be required from the Seller to transfer all smart home technology items to the Buyer.

GAMING

This is intended to give Buyer a general idea of what is proposed for gaming districts within the Las Vegas Valley. Gaming enterprise districts are subject to change. NRS 113.070 requires the seller to disclose of the location of gaming enterprise districts nearest a residence being purchased by the initial purchaser in Clark County, Nevada. This information must be updated no less than once every four (4) months, must advise the initial purchaser of the gaming enterprise districts are subject to change and must provide the initial purchaser with instructions on how to obtain information that is more current. More information may be obtained by contacting the following Planning Departments:

- City of Las Vegas 702-229-6301
- Clark County 702-455-4314
- City of North Las Vegas 702-633-1537
- City of Henderson 702-565-2474

RECEIPT OF “FOR YOUR PROTECTION” NOTICE

Buyer understands the importance of getting an independent home inspection. Buyer has considered this before signing a contract with the seller for a home. Furthermore, Buyer has carefully read the attached “For Your Protection: Get a Home Inspection” notice and fully understand that the Federal Housing Authority (FHA) will not perform a home inspection or guarantee the price or condition of the property.

OR _____ **Buyer chooses to have a home inspection performed.**

_____ **Buyer chooses not to have a home inspection performed.**

HOME WARRANTY

A home warranty provides financial protection for homeowners that covers the repair or replacement of many major home system components and appliances that typically breakdown over time due to normal wear and tear. Unlike homeowner's insurance, a home warranty covers essential applications and home system components when they break down due to normal wear and tear. Homeowner's insurance covers a home's structure and belongings in the event of a fire, storm, flood or other accident.

It is recommended that Buyer secure a home warranty for any property they purchase in Southern Nevada. Your signature below acknowledges that a home warranty was offered to you when writing your offer to purchase a property and you have chosen to:

_____ Purchase a Home Warranty Coverage **OR** _____ Waive the Home Warranty Coverage

PROBATE

Some properties listed for sale may be subject to Nevada's probate statutes. If that is the case, the sale of such a property may be subject to probate court approval. Pursuant to state statute, such a sale must be turned into an auction at the court hearing and opened up to bidding. Buyers of such properties are advised to speak to an attorney and even attend the probate hearing to ensure a successful purchase.

RENTAL RESTRICTIONS

Some homeowner associations (HOA) include rental restrictions on properties in their Covenants, Conditions and Restrictions (CC&Rs). By state law, the Seller must provide these CC&Rs along with other documents in what is known as the HOA Resale Package to a buyer. Buyers should review the HOA Resale Package to determine if rental restrictions apply to a property. Please note these restrictions may apply to rentals for less than 30 days (short-term rentals) as well as longer rental periods.

(_____ / _____) **Buyers Initials**

Buyers are also placed on notice that certain municipalities may restrict or even ban short term rentals. Buyers should fully investigate and seek out legal advice on whether a specific property may be used as a short-term rental.

HOLD HARMLESS

Buyer makes the decision to purchase independent of the real estate broker(s) involved in the transaction and hereby agrees to hold Broker(s) and Agent(s) in this transaction harmless for the presence of any adverse condition disclosed by seller or discovered by any inspection completed by qualified professionals.

Buyer hereby assumes responsibility to conduct whatever inspections Buyer deems necessary during the “due diligence period” as described in the Residential Purchase Agreement. If Buyer does not object to any item on this disclosure during the “due diligence period”, Buyer shall have deemed to have accepted the condition as satisfactory. It is strongly suggested that Buyer consult the professionals of their choice regarding any questions or concerns prior to executing this Disclosure.

Buyer hereby acknowledges receipt of these General Real Property Disclosures.

Buyer

Date

Buyer

Date

(_____/_____) **Buyers Initials**



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions)

Date: _____

_____ (“Buyer”), hereby offers to purchase
_____ (“Property”),
within the city or unincorporated area of _____, County of _____,
State of Nevada, Zip _____ A.P.N. # _____ for the purchase price of
\$ _____ (_____ dollars) (“Purchase Price”)

on the terms and conditions contained herein: BUYER does **-OR-** does not intend to occupy the Property as a residence.

Buyer’s Offer

1. FINANCIAL TERMS & CONDITIONS:

\$ _____ **A. EARNEST MONEY DEPOSIT (“EMD”)** is presented with this offer **-OR-** _____
_____. Upon Acceptance, Earnest Money to be
deposited within one (1) business day from acceptance of offer (as defined in Section 23 herein) **-OR-**
_____ business days if wired to: Escrow Holder, Buyer’s Broker’s Trust Account, **-OR-** Seller’s
Broker’s Trust Account. (NOTE: It is a felony in the State of Nevada—punishable by up to four years in prison and a
\$5,000 fine—to write a check for which there are insufficient funds. NRS 193.130(2)(d).)

\$ _____ **B. ADDITIONAL DEPOSIT** to be placed in escrow on or before (date) _____. The
additional deposit will **-OR-** will not be considered part of the EMD. (Any conditions on the additional
deposit should be set forth in Section 29 herein.)

\$ _____ **C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN:**
 Conventional, FHA, VA, Other (specify) _____.

\$ _____ **D. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE
FOLLOWING EXISTING LOAN(S):**
 Conventional, FHA, VA, Other (specify) _____.

Interest: Fixed rate, _____ years – OR – Adjustable Rate, _____ years. Seller further agrees to provide
the Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer within FIVE
(5) calendar days of acceptance of offer.

\$ _____ **E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS
IN THE “FINANCING ADDENDUM” which is attached hereto.**

\$ _____ **F. BALANCE OF PURCHASE PRICE** (Balance of Down Payment) in Good Funds to be paid prior to
Close of Escrow (“COE”).

\$ _____ **G. TOTAL PURCHASE PRICE** (This price DOES NOT include closing costs, prorations, or other fees
and costs associated with the purchase of the Property as defined herein.)

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is
otherwise modified by addendum or counteroffer.

Buyer’s Name(s): _____ BUYER(S) INITIALS: _____ / _____ / _____ / _____

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

1 **2. ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:**

2 **A. NEW LOAN APPLICATION:** Within ____ business days of Acceptance, Buyer agrees to (1) submit a
3 completed loan application to a lender of Buyer’s choice and (2) furnish a preapproval letter to Seller based upon a standard
4 factual credit report and review of debt-to-income ratios. If Buyer fails to complete any of these conditions within the applicable
5 time frame, Seller reserves the right to terminate this Agreement. In such event, both parties agree to cancel the escrow and
6 return EMD to Buyer. Buyer shall use Buyer’s best efforts to obtain financing under the terms and conditions outlined in this
7 Agreement.
8

9 **B. APPRAISAL CONTINGENCY:** Buyer’s obligation to purchase the property is contingent upon the property
10 appraising for not less than the Purchase Price. If after the completion of an appraisal by a licensed appraiser, Buyer receives written
11 notice from the lender or the appraiser that the Property has appraised for less than the purchase price (a “Notice of Appraised Value”)
12 Buyer may attempt to renegotiate or cancel the RPA by providing written notice to the Seller (with a copy of the Appraisal) no later
13 than ____ calendar days following the date of Acceptance of the RPA; whereupon the EMD shall be released to the Buyer without
14 the requirement of written authorization from Seller. **IF this Residential Purchase Agreement is not cancelled, in writing on or**
15 **before the Appraisal Deadline, Buyer shall be deemed to have waived the appraisal contingency.**
16

17 **C. LOAN CONTINGENCY:** Buyer’s obligation to purchase the property is contingent upon Buyer obtaining the
18 loan referenced in Section 1(C) or 1(D) of the RPA unless otherwise agreed in writing. Buyer shall remove the loan contingency in
19 writing, attempt to renegotiate, or cancel the RPA by providing written notice to the Seller no later than ____ calendar days
20 following the date of Acceptance of the RPA; whereupon the EMD shall be released to the Buyer without the requirement of written
21 authorization from Seller. **IF this Residential Purchase Agreement is not cancelled, in writing on or before the Loan**
22 **Contingency Deadline, Buyer shall be deemed to have waived the loan contingency.**
23

24 **D. CASH PURCHASE:** Within ____ business days of Acceptance, Buyer agrees to provide written evidence
25 from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the written
26 evidence within the above period, Seller reserves the right to terminate this Agreement.
27

28 **3. SALE OF OTHER PROPERTY:**

- 29 **A.** This Agreement is NOT contingent upon the sale of any property owned by the Buyer. **–OR–**
30 **B.** (if checked): The attached Contingent Upon Sale Addendum is hereby incorporated into this agreement.
31

32 **4. FIXTURES AND PERSONAL PROPERTY:** The following items will be transferred, free of liens, with the sale of
33 the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(F) of this Agreement,
34 all items are transferred in an “AS IS” condition. All EXISTING fixtures and fittings including, but not limited to: electrical,
35 mechanical, lighting, plumbing and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs and grates, solar power system(s),
36 built-in appliance(s) including ranges/ovens, window and door screens, awnings, shutters, window coverings, attached floor
37 covering(s), television antenna(s), satellite dish(es), private integrated telephone systems, air coolers/conditioner(s), pool/spa
38 equipment, garage door opener(s)/remote control(s), mailbox, in-ground landscaping, trees/shrub(s), water softener(s), water
39 purifiers, security systems/alarm(s).
40

41 The following additional items of personal property are also included:
42
43
44
45
46
47
48

49 **SMART HOME DEVICES:**

- 50 **A.** This Agreement DOES NOT include the transfer of SMART Home Devices owned by the Seller. **–OR–**
51 **B.** (if checked): The attached SMART Home Device Addendum provided by seller is hereby incorporated into
52 this agreement.
53
54

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer’s Name(s): _____ BUYER(S) INITIALS: _____ / _____ / _____ / _____

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



1 **5. ESCROW:**
2 **A. OPENING OF ESCROW:** The purchase of the Property shall be consummated through Escrow (“Escrow”).
3 Opening of Escrow shall take place by the end of one (1) business day after Acceptance of this Agreement (“Opening of
4 Escrow”), at _____ title or escrow company (“Escrow Company” or “ESCROW HOLDER”)
5 with _____ (“Escrow Officer”) (or such other escrow officer as Escrow Company may
6 assign). Opening of Escrow shall occur upon Escrow Company’s receipt of this fully accepted Agreement. ESCROW HOLDER
7 is instructed to notify the Parties (through their respective Agents) of the opening date and the Escrow Number.
8
9 **B. EARNEST MONEY:** Upon Acceptance, Buyer’s EMD as shown in Section 1(A), and 1(B) if applicable, of
10 this Agreement, shall be deposited pursuant to the language in Section 1(A) and 1(B) if applicable.
11
12 **C. CLOSE OF ESCROW:** Close of Escrow (“COE”) shall be on or before _____ (date).
13 If the designated date falls on a weekend or holiday, COE shall be the next business day.
14
15 **D. IRS DISCLOSURE:** Seller is hereby made aware that there is a regulation that requires all ESCROW
16 HOLDERS to complete a modified 1099 form, based upon specific information known only between parties in this transaction
17 and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is required by federal law to provide this
18 information to the Internal Revenue Service after COE in the manner prescribed by federal law.
19
20 **6. TITLE INSURANCE:** This Purchase Agreement is contingent upon the Seller’s ability to deliver, good and
21 marketable title as evidenced by a policy of title insurance, naming Buyer as the insured in an amount equal to the purchase
22 price, furnished by the title company identified in Section 5(A). Said policy shall be in the form necessary to effectuate
23 marketable title or its equivalent and shall be paid for as set forth in Section 8(A).
24
25 **7. BUYER’S DUE DILIGENCE:** Buyer’s obligation is ~~OR~~ is not conditioned on the Buyer’s Due Diligence
26 as defined in this section 7(A) below. This condition is referred to as the “Due Diligence Condition” if checked in the affirmative,
27 Sections 7 (A) through (C) shall apply; otherwise, they do not. Buyer shall have _____ calendar days following the date of
28 Acceptance of the RPA (as defined in Section 23 herein) to complete Buyer’s Due Diligence. Seller agrees to cooperate with
29 Buyer’s Due Diligence. **Seller shall ensure that all necessary utilities (gas, power and water) and all operable pilot lights**
30 **are on for Buyer’s investigations and through the close of escrow.**
31
32 **A. PROPERTY INSPECTION/CONDITION:** During the Due Diligence Period, Buyer shall take such action
33 as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to, whether the
34 Property is insurable to Buyer’s satisfaction, whether there are unsatisfactory conditions surrounding or otherwise affecting the
35 Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or hazards, whether
36 the Property is properly zoned, locality to freeways, railroads, places of worship, schools, golf courses, etc.) or any other
37 concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to conduct, non-invasive/ non-
38 destructive inspection of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning, water/well/septic,
39 pool/spa, survey, square footage, and any other property or systems, through licensed and bonded contractors or other qualified
40 professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer’s inspectors. Buyer agrees to
41 indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at Buyer’s request
42 while on Seller’s Property conducting such inspections, tests or walk-throughs. Buyer’s indemnity shall not apply to any injuries
43 suffered by Buyer or third parties present at Buyer’s request that are the result of an intentional tort, gross negligence or any
44 misconduct or omission by Seller, Seller’s Agent or other third parties on the Property. Buyer is advised to consult with
45 appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools; proximity and
46 adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection;
47 other governmental services; existing and proposed transportation; construction and development; noise or odor from any
48 source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection report,
49 Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and telephone
50 number of the inspector.
51
52 **B. BUYER’S RIGHT TO CANCEL OR RESOLVE OBJECTIONS:** If Buyer determines, in Buyer’s sole
53 discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline
54 referenced in Section 7, cancel the Residential Purchase Agreement by providing written notice to the Seller, whereupon the
55 Earnest Money Deposit referenced in Section 1(A) shall be released to the Buyer without the requirement of further written
56 authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 7, resolve in writing with Seller
57 any objections Buyer has arising from Buyer’s Due Diligence.
58

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer’s Name(s): _____ BUYER(S) INITIALS: _____ / _____ / _____ / _____

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

C. FAILURE TO CANCEL OR RESOLVE OBJECTIONS: If Buyer fails to cancel the Residential Purchase Agreement or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 7, **Buyer shall be deemed to have waived the Due Diligence Condition.**

BUYER(S) INITIALS: _____ / _____ / _____ / _____

D. INSPECTIONS: Acceptance of this offer is subject to the following reserved right. Buyer may have the Property inspected and select the licensed contractors, certified building inspectors and/or other qualified professionals who will inspect the Property. Seller will ensure that necessary utilities (gas, power and water and all operable pilot lights) are turned on and supplied to the Property within two (2) business days after Acceptance of this Agreement, to remain on until COE. *It is strongly recommended that Buyer retain licensed Nevada professionals to conduct inspections.* If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have reasonably identified had it been conducted, except as otherwise provided by law. The foregoing expenses for inspections will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE, along with the applicable invoice. (Identify which party shall pay for the inspection noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

Type	Paid By	Type	Paid By	Type	Paid By
Energy Audit		Fungal Contaminant Inspection		Well Inspection (Quantity)	
Home Inspection		Mechanical Inspection		Well Inspection (Quality)	
Termite/Pest Inspection		Pool/Spa Inspection		Wood-Burning Device/Chimney Inspection	
Roof Inspection		Soils Inspection		Septic Inspection	
Septic Lid Removal		Septic Pumping		Structural Inspection	
Survey (type):		Elevator:		Other:	

E. CERTIFICATIONS: In the event an inspection reveals areas of concern with the roof, septic system, well, wood burning device/chimney or the possible presence of a fungal contaminant, Buyer reserves the right to require a certification. The expenses for certifications will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE (along with the applicable invoice). A certification is not a warranty.

F. BUYER'S REQUEST FOR REPAIRS: It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves the right to request repairs, based upon the Seller's Real Property Disclosure or items which materially affect value or use of the Property revealed by an inspection, certification or appraisal. Items of a general maintenance or cosmetic nature which do not materially affect value or use of the Property, which existed at the time of Acceptance and which are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as otherwise provided in this Agreement. The Brokers herein have no responsibility to assist in the payment of any repair, correction or deferred maintenance on the Property which may have been revealed by the above inspections, agreed upon by the Buyer and Seller or requested by one party.

8. FEES, AND PRORATIONS (Identify which party shall pay the costs noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

A. TITLE, ESCROW & APPRAISAL FEES:

Type	Paid By	Type	Paid By	Type	Paid By
Escrow Fees		Lender's Title Policy		Owner's Title Policy	
Real Property Transfer Tax		Appraisal		Other:	

B. PRORATIONS: Any and all rents, taxes, interest, homeowner association fees, trash service fees, payments on bonds, SIDs, LIDs, and assessments assumed by the Buyer, and other expenses of the property shall be prorated as of the date of the recordation of the deed. Security deposits, advance rentals or considerations involving future lease credits shall be credited to the Buyer. All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures available at closing. Any supplements or adjustments that occur after COE will be handled by the parties outside of Escrow.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): _____ BUYER(S) INITIALS: _____ / _____ / _____ / _____

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

1 C. **PRELIMINARY TITLE REPORT:** Within ten (10) business days of Opening of Escrow, Title Company
 2 shall provide Buyer with a Preliminary Title Report (“PTR”) to review, which must be approved or rejected within five (5)
 3 business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be deemed
 4 accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business days after
 5 receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such exception
 6 removed or to correct each such objection, Buyer shall have the option to: (a) terminate this Agreement by providing notice to
 7 Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title to the Property as is. All title
 8 exceptions approved or deemed accepted are hereafter collectively referred to as the “Permitted Exceptions.”
 9

10 D. **CLOSING FEES:** In addition to Seller’s expenses identified herein, Seller will contribute
 11 % _____ to Buyer’s Lender’s Fees including –OR– excluding costs which Seller must pay pursuant
 12 to loan program requirements, Title and Escrow Fees and/or Buyer’s reoccurring and non-reoccurring closing fees that may
 13 include brokerage Commissions not covered as part of the cooperation offered but not limited to. Different loan types (e.g.,
 14 FHA, VA, conventional) have different appraisal and financing requirements, which will affect the parties’ rights and costs
 15 under this Agreement.
 16

17 E. **HOME PROTECTION PLAN:** Buyer and Seller acknowledge that they have been made aware of Home
 18 Protection Plans that provide coverage to Buyer after COE. Buyer waives –OR– requires a Home Protection Plan with
 19 _____ . Seller –OR– Buyer will pay for the Home Protection
 20 Plan at a price not to exceed \$ _____. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make
 21 any representation as to the extent of coverage or deductibles of such plans.
 22

23 9. **TRANSFER OF TITLE:** Upon COE, Buyer shall tender to Seller the agreed upon Purchase Price, and Seller shall
 24 tender to Buyer marketable title to the Property free of all encumbrances other than (1) current real property taxes, (2) covenants,
 25 conditions and restrictions (CC&R’s) and related restrictions, (3) zoning or master plan restrictions and public utility easements;
 26 and (4) obligations assumed, and encumbrances accepted by Buyer prior to COE. Buyer is advised the Property may be
 27 reassessed after COE which may result in a real property tax increase or decrease.
 28

29 10. **COMMON-INTEREST COMMUNITIES:** If the Property is subject to a Common Interest Community (“CIC”),
 30 Seller shall provide AT SELLER’S EXPENSE the CIC documents as required by NRS 116.4109 (collectively, the “resale
 31 package”). Seller shall request the resale package within two (2) business days of Acceptance and provide the same to Buyer
 32 within one (1) business day of Seller’s receipt thereof.
 33

- 34 • Pursuant to NRS 116.4109, Buyer may cancel this Agreement without penalty until midnight of the fifth (5th)
 35 calendar day following the date of receipt of the resale package. If Buyer elects to cancel this Agreement pursuant
 36 to this statute, he/she must deliver, via hand delivery, prepaid U.S. mail, or electronic transmission, a written notice of
 37 cancellation to Seller or his or her authorized agent.
- 38 • If Buyer does not receive the resale package within fifteen (15) calendar days of Acceptance, this Agreement
 39 may be cancelled in full by Buyer without penalty. Notice of cancellation shall be delivered pursuant to Section 24
 40 of the RPA.
- 41 • Upon such written cancellation, Buyer shall promptly receive a refund of the EMD. The parties agree to execute any
 42 documents requested by ESCROW HOLDER to facilitate the refund. If written cancellation is not received within the
 43 specified time period, the resale package will be deemed approved. Seller shall pay all outstanding CIC fines or
 44 penalties at COE.
 45

46 A. **CIC RELATED EXPENSES:** (Identify which party shall pay the costs noted below either: SELLER,
 47 BUYER, 50/50, WAIVED or N/A.)
 48

Type	Paid By	Type	Paid By	Type	Paid By
CIC Demand	_____	CIC Capital Contribution	_____	CIC Transfer Fee/Setup Fee	_____
_____	_____	_____	_____	_____	_____

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Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer’s Name(s): _____ BUYER(S) INITIALS: _____ / _____ / _____ / _____

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

1 **11. DISCLOSURES: Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the following**
2 **Disclosures and/or documents. Check applicable boxes.**
3 **Seller Real Property Disclosure Form:** (NRS 113.130)
4 **Open Range Disclosure:** (NRS 113.065)
5 **Construction Defect Claims Disclosure:** If Seller has marked "Yes" to Paragraph 1(d) of the Sellers Real
6 **Property Disclosure Form** (NRS 40.688)
7 **Lead-Based Paint Disclosure and Acknowledgment:** required if constructed before 1978 (24 CFR 745.113)
8 **Other:** (list) _____
9

10 **12. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES:** All properties are offered without regard to
11 race, color, religion, sex, national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or
12 handicap and any other current requirements of federal or state fair housing laws.
13

14 **13. WALK-THROUGH INSPECTION OF PROPERTY:** Buyer is entitled under this Agreement to a walk-through of
15 the Property within _____ calendar days prior to COE to ensure the Property and all major systems, appliances, heating/cooling,
16 plumbing and electrical systems and mechanical fixtures are as stated in Seller's Real Property Disclosure Statement, and that
17 the Property and improvements are in the same general condition as when this Agreement was Accepted by Seller and Buyer.
18 To facilitate Buyer's walk-through, Seller is responsible for keeping all necessary utilities on, including all operable pilot lights.
19 If any systems cannot be checked by Buyer on walk-through due to non-access or no power/gas/water, then Buyer reserves the
20 right to hold Seller responsible for defects which could not be detected on walk-through because of lack of such access or
21 power/gas/water. The purpose of the walk-through is to confirm (a) the Property is being maintained (b) repairs, if any, have
22 been completed as agreed, and (c) Seller has complied with Seller's other obligations. **If Buyer elects not to conduct a walk-**
23 **through inspection prior to COE, then all systems, items and aspects of the Property are deemed satisfactory, and Buyer**
24 **releases Seller's liability for costs of any repair that would have reasonably been identified by a walk-through inspection,**
25 **except as otherwise provided by law.**
26

27 **14. DELIVERY OF POSSESSION:** Seller shall deliver the Property along with any keys, alarm codes, garage door
28 opener/controls and, if freely transferable, parking permits and gate transponders outside of Escrow, upon COE. Seller agrees
29 to vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than
30 **COE -OR-** _____. In the event Seller does not vacate the Property by this time, Seller shall be
31 considered a trespasser in addition to Buyer's other legal and equitable remedies. Any personal property left on the Property
32 after the date indicated in this section shall be considered abandoned by Seller.
33

34 **15. RISK OF LOSS:** Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any
35 material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and
36 Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift
37 to Buyer.
38

39 **16. ASSIGNMENT OF THIS AGREEMENT:** Unless otherwise stated herein, this Agreement is non-assignable
40 unless agreed upon in writing by all parties.
41

42 **17. CANCELLATION OF AGREEMENT:** In the event this Agreement is properly cancelled in accordance with the
43 terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any
44 expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction
45 (unless otherwise provided herein or except as otherwise provided by law).
46

47 **18. DEFAULT:**
48 **A. MEDIATION:** Before any legal action is taken to enforce any term or condition under this Agreement, the
49 parties agree to engage in mediation, a dispute resolution process, through a mediator mutually agreed upon by the parties.
50 Mediation fees, if any, shall be divided equally among the parties involved. Notwithstanding the foregoing, in the event the
51 Buyer finds it necessary to file a claim for specific performance, this section shall not apply. Each party is encouraged to have
52 an independent lawyer of their choice review this mediation provision before agreeing thereto. By initialing below, the parties
53 confirm that they have read and understand this section and voluntarily agree to the provisions thereof.
54

55 **BUYER(S) INITIALS:** _____ / _____ / _____ / _____ **SELLER(S) INITIALS:** _____ / _____ / _____ / _____

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): _____ BUYER(S) INITIALS: _____ / _____ / _____ / _____

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

1 acreage or square footage; (c) environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood
2 zone; (e) the Property's proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences;
3 or (h) factors related to Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the
4 foregoing and agrees to conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event,
5 Broker's liability is limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this
6 transaction.
7
8

Other Matters

9 **23. DEFINITIONS:** "Acceptance" means the date that both parties have consented to a final, binding contract by affixing
10 their signatures to this Agreement and all counteroffers and said Agreement and all counteroffers have been delivered to both
11 parties pursuant to Section 24 herein. "Agent" means a licensee working under a Broker or licensees working under a developer.
12 "Agreement" includes this document as well as all accepted counteroffers and addenda. "Appraisal" means a written appraisal
13 or Notice of Value as required by any lending institution prepared by a licensed or certified professional. "Bona Fide" means
14 genuine. "Buyer" means one or more individuals or the entity that intends to purchase the Property. "Broker" means the
15 Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real estate agents associated therewith).
16 "Business Day" excludes Saturdays, Sundays, and legal holidays. "Calendar Day" means a calendar day from/to midnight
17 unless otherwise specified. "CFR" means the Code of Federal Regulations. "CIC" means Common Interest Community
18 (formerly known as "HOA" or homeowners associations). "CIC Capital Contribution" means a one-time non-administrative
19 fee, cost or assessment charged by the CIC upon change of ownership. "CIC Transfer Fees" means the administrative service
20 fee charged by a CIC to transfer ownership records. "Close of Escrow (COE)" means the time of recordation of the deed in
21 Buyer's name. "Default" means the failure of a Party to observe or perform any of its material obligations under this Agreement.
22 "Delivered" means personally delivered to Parties or respective Agents, transmitted by facsimile machine, electronic means,
23 overnight delivery, or mailed by regular mail. "Down Payment" is the Purchase Price less loan amount(s). "EMD" means
24 Buyer's earnest money deposit. "Escrow Holder" means the neutral party that will handle the closing. "FHA" is the U.S.
25 Federal Housing Administration. "GLVAR" means the Greater Las Vegas Association of REALTORS®. "Good Funds"
26 means an acceptable form of payment determined by ESCROW HOLDER in accordance with NRS 645A.171. "IRC" means
27 the Internal Revenue Code (tax code). "LID" means Limited Improvement District. "N/A" means not applicable. "NAC"
28 means Nevada Administrative Code. "NRS" means Nevada Revised Statutes as Amended. "Party" or "Parties" means Buyer
29 and Seller. "PITI" means principal, interest, taxes, and hazard insurance. "PMI" means private mortgage insurance. "PST"
30 means Pacific Standard Time and includes daylight savings time if in effect on the date specified. "PTR" means Preliminary
31 Title Report. "Property" means the real property and any personal property included in the sale as provided herein. "Receipt"
32 means delivery to the party or the party's agent. "RPA" means Residential Purchase Agreement. "Seller" means one or more
33 individuals or the entity that is the owner of the Property. "SID" means Special Improvement District. "Title Company" means
34 the company that will provide title insurance. "USC" is the United States Code. "VA" is the Veterans Administration.

35
36 **24. SIGNATURES, DELIVERY, AND NOTICES:**

37 **A.** This Agreement may be signed by the parties on more than one copy, which, when taken together, each signed
38 copy shall be read as one complete form. This Agreement (and documents related to any resulting transaction) may be signed
39 by the parties manually or digitally. Facsimile signatures may be accepted as original.
40

41 **B.** When a Party wishes to provide notice as required in this Agreement, such notice shall be sent regular mail,
42 personal delivery, overnight delivery, by facsimile, and/or by electronic transmission to the Agent for that Party. The notification
43 shall be effective when postmarked, received, faxed, delivery confirmed, and/or read receipt confirmed in the case of email.
44 Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for Seller or Buyer if
45 represented. Any cancellation notice shall be contemporaneously delivered to Escrow in the same manner.
46

47 **25. IRC 1031 EXCHANGE:** Seller and/or Buyer may make this transaction part of an IRC 1031 exchange. The party
48 electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith, at no cost
49 to the other party. The other party agrees to execute any and all documents necessary to effectuate such an exchange
50
51

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): _____ BUYER(S) INITIALS: _____ / _____ / _____ / _____

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

1 **26. HUD/VA/FHA ESCAPE CLAUSE:** "It is expressly agreed that, notwithstanding any other provisions of this
2 contract, the purchaser shall not be obligated to complete the purchase of the property described herein or incur any penalty by
3 forfeiture of earnest money or otherwise unless the purchaser has been given, in accordance with HUD/FHA or VA
4 requirements, a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct
5 Endorsement Lender setting forth the appraised value of the property of not less than the agreed upon contract purchase price.
6 The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without
7 regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the
8 Department of Housing and Urban Development will insure or percent the Department of Veterans Affairs will guarantee.
9 HUD/FHA or VA does not warrant the value or condition of the property. The purchaser should satisfy himself/herself that
10 the price and condition of the property are acceptable.
11

12 **27. OTHER ESSENTIAL TERMS:** Time is of the essence. No change, modification or amendment of this Agreement
13 shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This
14 Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and
15 intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties
16 agree that the county and state in which the Property is located is the appropriate forum for any action relating to this Agreement.
17 Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of any provision
18 hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all
19 costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by such
20 prevailing party.
21

22 **THIS IS A LEGALLY BINDING CONTRACT. All parties are advised to seek independent legal**
23 **and tax advice to review the terms of this Agreement.**
24

25 **THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS®**
26 **(GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY**
27 **PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO**
28 **ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN**
29 **APPROPRIATE PROFESSIONAL.**
30

31 **28. ADDENDUM(S) ATTACHED:**
32 _____
33 _____

34 **29. ADDITIONAL TERMS:**
35 _____
36 _____
37 _____
38 _____
39 _____
40 _____
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48 _____

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): _____ BUYER(S) INITIALS: _____ / _____ / _____ / _____

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



Buyer's Acknowledgement of Offer

Confirmation of Representation: The Buyer is represented in this transaction by:

Buyer's Broker: _____ Agent's Name: _____
Company Name: _____ Agent's License Number: _____
Broker's License Number: _____ Office Address: _____
Phone: _____ City, State, Zip: _____
Fax: _____ Email: _____

BUYER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she:
 DOES NOT have an interest in a principal to the transaction. **-OR-** **DOES** have the following interest, direct or indirect, in this transaction: Principal (Buyer) **-OR-** family or firm relationship with Buyer or ownership interest in Buyer (if Buyer is an entity): (specify relationship) _____

Seller must respond by: _____ (AM PM) on (month) _____, (day) _____, (year) _____. **Unless this Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date and time, this offer shall lapse and be of no further force and effect. Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.**

Buyer's Signature Buyer's Printed Name Date Time : _____ AM PM

Buyer's Signature Buyer's Printed Name Date Time : _____ AM PM

Buyer's Signature Buyer's Printed Name Date Time : _____ AM PM

Buyer's Signature Buyer's Printed Name Date Time : _____ AM PM

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): _____ BUYER(S) INITIALS: _____ / _____ / _____ / _____

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

Seller's Response

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Confirmation of Representation: The Seller is represented in this transaction by:

Seller's Broker: _____	Agent's Name: _____
Company Name: NATIONWIDE REALTY, LLC	Agent's License Number: _____
Broker's License Number: _____	Office Address: _____
Phone: _____	City, State, Zip: _____
Fax: _____	Email: _____

SELLER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she:

DOES NOT have an interest in a principal to the transaction. **-OR-** **DOES** have the following interest, direct or indirect, in this transaction: Principal (Seller) **-OR-** family or firm relationship with Seller or ownership interest in Seller (if Seller is an entity): (specify relationship) _____.

FIRPTA: If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and deliver to Buyer's FIRPTA Designee 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. Buyer and Seller understand that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by Buyer's FIRPTA Designee in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the Buyer's FIRPTA Designee the necessary documents, to be provided by the Buyer's FIRPTA Designee, to determine if withholding is required. (See 26 USC Section 1445).

SELLER DECLARES that he/she **is not** **-OR-** **is** a foreign person therefore subjecting this transaction to FIRPTA withholding. **SELLER(S) INITIALS:** _____ / _____ / _____ / _____

ACCEPTANCE: Seller(s) acknowledges that he/she accepts and agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

COUNTER OFFER: Seller accepts the terms of this Agreement subject to the attached Counter Offer #1.

REJECTION: In accordance with NAC 645.632, Seller hereby informs Buyer the offer presented herein **is not** accepted.

_____	_____	_____	_____	: _____	<input type="checkbox"/> AM <input type="checkbox"/> PM
Seller's Signature	Seller's Printed Name	Date	Time		

_____	_____	_____	_____	: _____	<input type="checkbox"/> AM <input type="checkbox"/> PM
Seller's Signature	Seller's Printed Name	Date	Time		

_____	_____	_____	_____	: _____	<input type="checkbox"/> AM <input type="checkbox"/> PM
Seller's Signature	Seller's Printed Name	Date	Time		

_____	_____	_____	_____	: _____	<input type="checkbox"/> AM <input type="checkbox"/> PM
Seller's Signature	Seller's Printed Name	Date	Time		

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): _____ BUYER(S) INITIALS: _____ / _____ / _____ / _____

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



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 purchaser may not waive the requirement to provide this form and a seller may not require a purchaser to waive this form. (*NRS 113.130(3)*)

Type of Seller: Bank (financial institution); Asset Management Company; Owner-occupier; Other: _____

Purpose of Statement: (1) This statement is a disclosure of the condition of the property in compliance with the Seller Real Property Disclosure Act, effective January 1, 1996. (2) This statement is a disclosure of the condition and information concerning the property known by the Seller which materially affects the value of the property. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction and is not a substitute for any inspections or warranties the Buyer may wish to obtain. Systems and appliances addressed on this form by the seller are not part of the contractual agreement as to the inclusion of any system or appliance as part of the binding agreement.

Instructions to the Seller: (1) ANSWER ALL QUESTIONS. (2) REPORT KNOWN CONDITIONS AFFECTING THE PROPERTY. (3) ATTACH ADDITIONAL PAGES WITH YOUR SIGNATURE IF ADDITIONAL SPACE IS REQUIRED. (4) COMPLETE THIS FORM YOURSELF. (5) IF SOME ITEMS DO NOT APPLY TO YOUR PROPERTY, CHECK N/A (NOT APPLICABLE). EFFECTIVE JANUARY 1, 1996, FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE THE PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT AND SEEK OTHER REMEDIES AS PROVIDED BY THE LAW (*see NRS 113.150*).

Systems / Appliances: Are you aware of any problems and/or defects with any of the following:

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

EXPLANATIONS: Any "Yes" must be fully explained 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.

[Empty box for providing explanations and attachments]

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.
 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: _____

MOLD NOTICE & WAIVER



Printed Name(s) of Seller(s): _____

Printed Name(s) of Buyer(s): _____

Property Address: _____
(“The Property”)

1. **NOTICE.** Fungal contaminants (molds) may exist in the Property of which the Seller is unaware. These contaminants generally grow in places where there is excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. A professional home inspection may or may not disclose fungal contaminants.
2. **SELLER DISCLOSURE.** Seller has disclosed the existence (if any) of current or previous water damage and/or mold on the Seller's Real Property Disclosure Form pursuant to NRS 113.130.
3. **BUYER'S DUTY TO INSPECT.** Buyer hereby assumes responsibility to conduct whatever inspections Buyer deems necessary to inspect the Property for mold contamination. Companies able to perform such inspections can be found in the yellow pages under "Environmental and Ecological Services."
4. **RELEASE OF LIABILITY.** Buyer agrees to rely solely on inspections conducted by Buyer and professionals retained by Buyer. Buyer hereby releases and discharges all agents and brokers involved in this transaction from any liability in conjunction with mold contamination of the Property. Furthermore, except for any express misrepresentations by Seller in paragraph 2 herein, Buyer hereby releases and discharges Seller from any liability in conjunction with mold contamination of the Property. The Buyer makes the decision to purchase, independent of the real estate broker(s) involved in the transaction, and hereby agrees to hold Seller, and any brokers or licensees in this transaction harmless and to defend and indemnify them from any claim, demand, action or proceeding as a result of the presence or infestations of molds in or around the property.
5. **PROFESSIONAL ADVICE.** Seller and Buyer execute this Notice & Waiver with the understanding that they should consult with a professional of their choice regarding any questions or concerns before its execution.

Seller: _____

Date: _____

Seller: _____

Date: _____

Buyer: _____

Date: _____

Buyer: _____

Date: _____



PEST NOTICE

Property Address

Name of Seller(s)

This Notice serves to inform Buyers of property in Southern Nevada that various pest, rodent and insect species (collectively, “pests”) exist in Southern Nevada. Pests may include, but are not limited to, scorpions (approximately 23 species, including bark scorpions), spiders (including black widow and brown recluse), bees, snakes, ants, termites, rats, mice and pigeons. The existence of pests may vary by season and location.

Buyers are encouraged to obtain a pest inspection report to determine the presence and/or infestation of pests. Pests may inhabit any property in Southern Nevada regardless of statements in the Real Property Disclosure form or information contained in a pest report. If a Buyer is allergic to certain pests, or if there is any other concern, you should seek the advice of an appropriate professional.

The cost and quality of a pest report may vary. The names and numbers of pest control providers are in the yellow pages under “PEST.” For more information on pests and pest control providers, you may contact the State of Nevada Division of Agriculture at www.agri.nv.gov.

Buyer

Date

Buyer

Date



RECEIPT OF “FOR YOUR PROTECTION” NOTICE

Property Address

Name of Buyer(s)

I/we understand the importance of getting an independent home inspection. I/we have considered this before signing a contract with the seller for a home. Furthermore, I/we have carefully read the attached “For Your Protection: Get a Home Inspection” notice and fully understand that FHA will not perform a home inspection or guarantee the price or condition of the property.

_____ **I/we choose to have a home inspection performed.**

_____ **I/we choose not to have a home inspection performed.**

Buyer

Date

Buyer

Date

CAUTION

U.S. Department of
Housing and Urban
Development
Federal Housing Administration (FHA)



OMB Approval No: 2502-0538 (exp. 04/30/2018)

For Your Protection: Get a Home Inspection

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- Evaluate the physical condition: structure, construction, and mechanical systems; Identify items that need to be repaired or replaced; and
- Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

You Must Ask for a Home Inspection

A home inspection will only occur if you arrange for one. FHA does not perform a home inspection.

Decide early. You may be able to make your contract contingent on the results of the inspection.

Appraisals are Different from Home Inspections

An appraisal is different from a home inspection and does not replace a home inspection. Appraisals estimate the value of the property for lenders. An appraisal is required to ensure the property is marketable. Home inspections evaluate the condition of the home for buyers.

FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA cannot give or lend you money for repairs, and FHA cannot buy the home back from you. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

Radon Gas Testing and other safety/health issues

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236.

Ask your home inspector about additional health and safety tests that may be relevant for your home.

Be an Informed Buyer

It is your responsibility to be an informed buyer. You have the right to carefully examine your potential new home with a qualified home inspector. To find a qualified home inspector ask for references from friends, realtors, local licensing authorities and organizations that qualify and test home inspectors.



This form presented by Jordan Dove | Nationwide Realty LLC | 7024404663 | JordanDove.realty@gmail.com

HUD-92564-CN (6/14)



CAUTION

InstantFORMS

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION

3300 W. Sahara Ave., Suite 325 * Las Vegas, Nevada 89102
(702) 486-4480 * Toll free: (877) 829-9907 * Fax: (702) 486-4520
E-mail: CICOmbudsman@red.nv.gov <http://red.nv.gov>

**BEFORE YOU PURCHASE PROPERTY IN A
COMMON-INTEREST COMMUNITY
DID YOU KNOW . . .**

1. YOU GENERALLY HAVE 5 DAYS TO CANCEL THE PURCHASE AGREEMENT?

When you enter into a purchase agreement to buy a home or unit in a common-interest community, in most cases you should receive either a public offering statement, if you are the original purchaser of the home or unit, or a resale package, if you are not the original purchaser. The law generally provides for a 5-day period in which you have the right to cancel the purchase agreement. The 5-day period begins on different starting dates, depending on whether you receive a public offering statement or a resale package. Upon receiving a public offering statement or a resale package, you should make sure you are informed of the deadline for exercising your right to cancel. In order to exercise your right to cancel, the law generally requires that you hand deliver the notice of cancellation to the seller within the 5-day period, or mail the notice of cancellation to the seller by prepaid United States mail within the 5-day period. Alternatively, if you are not the original purchaser and received a resale package, you may deliver the notice of cancellation by electronic transmission to the seller within the 5-day period in order to exercise your right to cancel. For more information regarding your right to cancel, see Nevada Revised Statutes 116.4108, if you received a public offering statement, or Nevada Revised Statutes 116.4109, if you received a resale package.

2. YOU ARE AGREEING TO RESTRICTIONS ON HOW YOU CAN USE YOUR PROPERTY?

These restrictions are contained in a document known as the Declaration of Covenants, Conditions and Restrictions. The CC&Rs become a part of the title to your property. They bind you and every future owner of the property whether or not you have read them or had them explained to you. The CC&Rs, together with other “governing documents” (such as association bylaws and rules and regulations), are intended to preserve the character and value of properties in the community, but may also restrict what you can do to improve or change your property and limit how you use and enjoy your property. By purchasing a property encumbered by CC&Rs,

you are agreeing to limitations that could affect your lifestyle and freedom of choice. You should review the CC&Rs, and other governing documents before purchasing to make sure that these limitations and controls are acceptable to you. Certain provisions in the CC&Rs and other governing documents may be superseded by contrary provisions of chapter 116 of the Nevada Revised Statutes. The Nevada Revised Statutes are available at the Internet address <http://www.leg.state.nv.us/nrs/>.

3. YOU WILL HAVE TO PAY OWNERS' ASSESSEMENTS FOR AS LONG AS YOU OWN YOUR PROPERTY?

As an owner in a common-interest community, you are responsible for paying your share of expenses relating to the common elements, such as landscaping, shared amenities and the operation of any homeowners' association. The obligation to pay these assessments binds you and every future owner of the property. Owners' fees are usually assessed by the homeowners' association and due monthly. You have to pay dues whether or not you agree with the way the association is managing the property or spending the assessments. The executive board of the association may have the power to change and increase the amount of the assessment and to levy special assessments against your property to meet extraordinary expenses. In some communities, major components of the common elements of the community such as roofs and private roads must be maintained and replaced by the association. If the association is not well managed or fails to provide adequate funding for reserves to repair, replace and restore common elements, you may be required to pay large, special assessments to accomplish these tasks.

4. IF YOU FAIL TO PAY OWNERS' ASSESSMENTS, YOU COULD LOSE YOUR HOME?

If you do not pay these assessments when due, the association usually has the power to collect them by selling your property in a nonjudicial foreclosure sale. If fees become delinquent, you may also be required to pay penalties and the association's costs and attorney's fees to become current. If you dispute the obligation or its amount, your only remedy to avoid the loss of your home may be to file a lawsuit and ask a court to intervene in the dispute.

5. YOU MAY BECOME A MEMBER OF A HOMEOWNERS' ASSOCIATION THAT HAS THE POWER TO AFFECT HOW YOU USE AND ENJOY YOUR PROPERTY?

Many common-interest communities have a homeowners' association. In a new development, the association will usually be controlled by the developer until a certain number of units have been sold. After the period of developer control, the association may be controlled by property owners like yourself who are elected by homeowners to sit on an executive board and other boards and committees formed by the association. The association and its executive board are responsible for assessing homeowners for the cost of operating the association and the common

or shared elements of the community and for the day-to-day operation and management of the community. Because homeowners sitting on the executive board and other boards and committees of the association may not have the experience or professional background required to understand and carry out the responsibilities of the association properly, the association may hire professional community managers to carry out these responsibilities. Homeowners' associations operate on democratic principles. Some decisions require all homeowners to vote, some decisions are made by the executive board or other boards or committees established by the association or governing documents. Although the actions of the association and its executive board are governed by state laws, the CC&Rs and other documents that govern the common-interest community, decisions made by these persons, will affect your use and enjoyment of your property, your lifestyle and freedom of choice, and your cost of living in the community. You may not agree with decisions made by the association or its governing bodies even though the decisions are ones which the association is authorized to make. Decisions may be made by a few persons on the executive board or governing bodies that do not necessarily reflect the view of the majority of homeowners in the community. If you do not agree with decisions made by the association, its executive board or other governing bodies, your remedy is typically to attempt to use the democratic processes of the association to seek the election of members of the executive board or other governing bodies that are more responsive to your needs. If you have a dispute with the association, its executive board or other governing bodies, you may be able to resolve the dispute through the complaint, investigation and intervention process administered by the Office of the Ombudsman for Owners in Common-Interest Communities, the Nevada Real Estate Division and the Commission for Common Interest Communities. However, to resolve some disputes, you may have to mediate or arbitrate the dispute and, if mediation or arbitration is unsuccessful, you may have to file a lawsuit and ask a court to resolve the dispute. In addition to your personal cost in mediation or arbitration, or to prosecute a lawsuit, you may be responsible for paying your share of the association's cost in defending against your claim.

6. YOU ARE REQUIRED TO PROVIDE PROSPECTIVE PURCHASERS OF YOUR PROPERTY WITH INFORMATION ABOUT LIVING IN YOUR COMMON-INTEREST COMMUNITY?

The law requires you to provide a prospective purchaser of your property with a copy of the community's governing documents, including the CC&Rs, association bylaws, and rules and regulations, as well as a copy of this document. You are also required to provide a copy of the association's current year-to-date financial statement, including, without limitation, the most recent audited or reviewed financial statement, a copy of the association's operating budget and information regarding the amount of the monthly assessment for common expenses, including the amount set aside as reserves for the repair, replacement and restoration of common elements. You are also required to inform prospective purchasers of any outstanding judgments or lawsuits pending against the association of which you are aware. For more information regarding these requirements, see Nevada Revised Statutes 116.41095.

7. YOU HAVE CERTAIN RIGHTS REGARDING OWNERSHIP IN A COMMON-INTEREST COMMUNITY THAT ARE GUARANTEED YOU BY THE STATE?

Pursuant to provisions of chapter 116 of Nevada Revised Statutes, you have the right:

- (a) To be notified of all meetings of the association and its executive board, except in cases of emergency.
- (b) To attend and speak at all meetings of the association and its executive board, except in some cases where the executive board is authorized to meet in closed, executive session.
- (c) To request a special meeting of the association upon petition of at least 10 percent of the homeowners.
- (d) To inspect, examine, photocopy and audit financial and other records of the association.
- (e) To be notified of all changes in the community’s rules and regulations and other actions by the association or board that affect you.

8. QUESTIONS?

Although they may be voluminous, you should take the time to read and understand the documents that will control your ownership of a property in a common-interest community. You may wish to ask your real estate professional, lawyer or other person with experience to explain anything you do not understand. You may also request assistance from the Office of the Ombudsman for Owners in Common-Interest Communities, Nevada Real Estate Division, at:

3300 W. Sahara Ave., Suite 325
 Las Vegas, Nevada 89102
 Voice: (702) 486-4480
 or toll free at (877) 829-9907
 Fax: (702) 486-4520

I/We acknowledge that I/we have received the above-information.		
_____	_____	_____
<i>Purchaser</i>	<i>Date</i>	<i>Time</i>
_____	_____	_____
<i>Purchaser</i>	<i>Date</i>	<i>Time</i>



PROPERTY WALK-THROUGH VERIFICATION

PROPERTY ADDRESS: _____ Date: _____

Pursuant to the terms of the Purchase Agreement, Buyer is entitled to a walk-through of the Property prior to Close of Escrow (COE) to ensure the Property and all major systems, appliances, heating/cooling, plumbing and electrical systems and mechanical fixtures are as stated in Seller's Real Property Disclosure Statement, and that the Property and improvements are in the same general condition as when the Purchase Agreement was executed by Seller and Buyer. To facilitate Buyer's walk-through, Seller is responsible for keeping all necessary utilities on. If any systems cannot be checked by Buyer on walk-through due to non-access or no utilities, then Buyer reserves the right to hold Seller responsible for defects which could not be detected on walk-through because of lack of such access or utilities. The purpose of the walk-through is to confirm (a) the Property is being maintained (b) repairs, if any, have been completed as agreed, and (c) Seller has complied with Seller's other obligations. **If Buyer elects not to conduct a walk-through inspection prior to COE, then all systems, items and aspects of the Property are deemed satisfactory, and Buyer releases Seller's liability for costs of any repair that would have reasonably been identified by a walk-through inspection, except as otherwise provided by law. The undersigned agree to hold Broker(s) and agents harmless from all liability, claims, damages, demands or costs arising from the Purchase Agreement or condition of the Property.**

The Buyer(s) or their authorized representative, _____, (Name of Authorized Representative) has personally conducted the below described inspection and acknowledge:

1. Except as otherwise noted below, all items of the subject property are acceptable to Buyer, and Seller has completed all repairs as agreed to by the Buyer and Seller with the following exceptions: _____

_____.

2. The following items were not able to be checked: _____

_____.

3. ___ See attached supplemental escrow instructions regarding funds held. **-OR-** ___ Not Applicable.

SELECT ONE:

Broker recommends that Buyer conduct a Property Walk-Through. If Buyer does not do so, Buyer is acting against the advice of the Broker.

- The undersigned party(ies) acknowledge receipt of the Property Walk-Through and Release. **-OR-**
- Buyer hereby **WAIVES** the walk-through inspection.

Buyer/Authorized Rep.: _____ Date: _____ Time: _____

Buyer/Authorized Rep.: _____ Date: _____ Time: _____