



SIERRA NEVADA
REALTORS®

2024

Forms Update Guide

(Published January 2024)

Forms for REALTORS®, Created by REALTORS®

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It is the goal of the Risk Reduction Committee to review the Association forms library to improve the transaction process for REALTORS® and their clients. Forms updates for 2024 include the a new property management section between owner and tenant and a 3 new forms for properties located in the Tahoe Basin. Extensive changes have been made to the Exclusive Right to Sell and Buyer Representation Agreement. If you have changes or recommendations for new forms, please contact the Association at 775-823-800 or info@snr.realtor. All requests must be received by March 29, 2024.

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Thank you 2024 Risk Reduction Committee

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LAKE TAHOE BASIN REGIONAL DISCLOSURE



1 Purchasing property in the Lake Tahoe Basin may have certain requirements and/or restrictions specific to the location of the
2 property. These requirements and/or restrictions are governed by outside entities such as the Tahoe Regional Planning Agency. The
3 following information is being provided as they specifically are related to properties in the Lake Tahoe Basin. BUYER to conduct
4 their own due diligence of these and other requirements and/or restrictions pertaining to the property.

5
6 BUYER and SELLER are advised to seek the advice of qualified professionals, including but not limited to, attorneys and CPA's
7 advice regarding tax and/or legal ramifications involved in this transaction. BUYER and SELLER confirm they have not relied on
8 any statements in any way related to legal and/or tax matters that Broker or Agency might have made.

9
10 **LAND USE REGULATION** Property located in the Lake Tahoe Basin is subject to the governmental authority of the TRPA,
11 County, State and Federal Governments, IVGID, fire department, and other various courts having jurisdiction. These governmental
12 entities, from time to time, have adopted and revised land use and environmental regulations that may apply to the Property, and
13 which, among other things, may restrict new construction, expansion, remodeling, rebuilding of buildings, cutting/trimming of trees,
14 and other improvements. BUYER of undeveloped lots are encouraged to contact the TRPA to determine current land use and
15 allocation of distribution policies. SELLER and Broker make no representations as to the existence of current and future building
16 rights and coverage available for any property. BUYER to investigate shoreline fees and buoys/pier permits/leases. The Army Corps
17 of Engineers, Division of State Lands, TRPA, and other agencies may have designated restrictions and fees. BUYER acknowledges
18 the level of Lake Tahoe fluctuates. BUYER to satisfy themselves as to history of Lake levels.

19
20 **WOOD HEATER** TRPA requires all existing wood heaters, excluding legally existing open fireplaces, comply with the emission
21 standards prior to any sale, transfer, or conveyance of any Property. TRPA provides a "Wood Heater Retrofit Program" for
22 properties located in the Tahoe Basin that must be completed and filed with TRPA. SELLER to complete the Wood Heater Retrofit
23 Program and submit the form to TRPA at COE. A copy of the form must be provided to the BUYER within BUYER's inspection
24 contingency period.

25
26 **BEST MANAGEMENT PRACTICES (BMP)** BMP's may be required by the Tahoe Regional Planning Agency (TRPA). For
27 more information on TRPA BMP's visit www.tahoebmp.org.

28
29 **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID)** The Property may have full, partial, or no IVGID
30 privileges. If the Property has IVGID privileges such as passes and/or identification cards, SELLER to relinquish all pass and
31 identifications to escrow holder before COE. At COE, SELLER agrees to pay IVGID for any replacement charges for passes and/or
32 identification cards that are not relinquished, if required. BUYER should investigate the current IVGID policies and costs regarding
33 recreation privileges before COE. For further information regarding IVGID privileges visit www.yourtahoeplace.com/ivgid.

34
35 **BACKFLOW PREVENTION DEVICES** Current Federal Acts, Nevada law, Washoe County Health Ordinances, Douglas
36 County, and/or Incline Village General Improvement Districts (IVGID) may require that public domestic water systems (water
37 providers) institute a program requiring individual users of the water system to install backflow prevention devices and to have them
38 inspected annually. These devices prevent possible contamination or pollution of the domestic water system due to existing
39 uncontrolled cross-connections on a property. Hazardous backflow due to cross-connections can occur but is not limited to boiler
40 systems (radiant heat), landscaping irrigation systems, fire sprinkler systems, and solar heating systems. IVGID maintains an
41 Inspection and Backflow Prevention Program. BUYER to contact IVGID Public Works at 775-832-1203 or Douglas County at
42 775-783-6489 to obtain a record regarding the most recent inspection of the backflow prevention device to confirm compliance and
43 order inspection if necessary, regardless of age of home.

44
45 **SQUARE FOOTAGE/ACREAGE/IMPERVIOUS COVERAGE** BUYER acknowledges and agrees that any representation,
46 whether in MLS, advertising, appraisal, county records, or otherwise, of square footage, impervious coverage, and/or acreage of the
47 Property by the SELLER or Broker is approximate and represents their best estimate, and neither SELLER nor Broker guarantee
48 its accuracy. BUYER is to satisfy themselves concerning this information when square footage, impervious coverage, and/or acreage
49 is a critical element of the purchase decision.

Address _____

BUYER [_____/_____/_____] have read this page.

WATERFRONT PROPERTY Beach access, piers, buoys, and other structures located in the shore zone have been historically regulated by the Army Corps of Engineers, TRPA, NV State Lands, and other agencies as applicable. BUYER to investigate and determine requirements of governing agencies having jurisdiction over waterfront property which may affect the legal status of existing or future planned structures, piers, or buoys, and beach access. This includes but is not limited to, codes regulations and restrictions, protective provisions, and setbacks. BUYER may be required to make appropriate application with the governing agency to acquire permits in BUYERs name and/or satisfy other legal obligations upon purchasing of lakefront Property in the Lake Tahoe Basin. BUYER understands and acknowledges Broker and/or Agent makes no representation or warranties as to the legal status of beach access, existing structures, piers, buoys, or BUYER's future ability to place or modify any structure, pier, or buoy near/in the water.

REASSESSMENT OF PROPERTY TAXES BUYER is advised taxes on new or remodeled properties may be reassessed upon sale. Property taxes may be revised annually based on the assessed value of the land, its improvements, and the annual budget of the subject county where the Property is located.

SHORT-TERM RENTALS Certain municipalities (Village or County) may restrict or even ban the use of the Property as a short-term rental. Short-Term Rental is defined as rental of a property for a period of less than 28-days. BUYER should thoroughly investigate and seek legal advice on whether a specific property may be used as a short-term rental and review all Covenants, Conditions, and Restrictions (CC&Rs) that may also prohibit the Property from being used as a short-term rental. Regulations are subject to change at any time. BUYER is advised to contact the governing county for permit details.

FIRE SPRINKLER SYSTEM If the property has a fire sprinkler system, it may be required to be periodically tested. Please consult with a fire protection professional to confirm when the system must be inspected and how it must be maintained.

HAZARDOUS MATERIALS Various materials utilized in the construction of any of the improvements and/or various materials used due to current or prior uses of the Property many contain substances which are considered to be, or in the future may be determined to be, toxic wastes, hazardous materials, or undesirable substances. Current and future federal, state or local laws may require the clean-up of such substances at the expense of those persons who, in the past or present, have had any ownership in the Property. Proper inspections of the Property by qualified experts are advised to determine whether there are any current or potential toxic wastes, hazardous materials, or undesirable substances in or on the Property. Inspections may include but are not limited to, molds, radon gas, and asbestos.

MOLD/FUNGUS Certain types of mold/fungus may cause sever health problems for some individuals and may be located in areas that are not visible. BUYER is advised to conduct a mold inspection of the Property by a qualified professional. For further information regarding the hazards of mold visit www.epa.gov/mold.

RADON Radon is an invisible and odorless gaseous radioactive element and breathing radon may increase the chance of developing lung cancer. The EPA and the Surgeon General recommend radon testing of all properties. BUYER is advised to conduct a radon test of the property by a qualified professional.

RURAL AREA DISCLOSURE ADVISORIES BUYER is advised the Property is located in a wildlife area and Lake Tahoe Basin has many land-use practices, activates, and limitations. The presence of wild animals such as bears, mountain lions, and coyotes in and around the Tahoe Lake Basin may be a regular occurrence and may require additional consideration including but not limited to, bear-resistant trash bins. Additionally, smoke from burning of yard waste and/or agricultural clippings, off-road vehicles, and other machinery such as chainsaws, may result in noise, vibrations, dust, and unusual odors, and the lack of cell and internet services may occur. BUYER is advised to contact local government entities on land-use permissions and technology providers regarding cell and internet services.

SMART HOMES Some homes contain smart home technology. BUYER to verify with SELLER that any smart home features are re-set to factory settings prior to COE or transferred to BUYER as negotiated.

MAIL Not all properties have access for mail delivery. BUYER may need to establish a post office box or a cluster box in order to receive deliveries. Please contact the local US Post Office for further information.

BUYER acknowledges receipt of a copy of this Disclosure.

DATE _____

BUYER _____

BUYER _____

BUYER _____

BUYER _____



SOLAR INFORMATION DISCLOSURE



- 1 If SELLER marked yes on the Seller's Real Property Disclosure under Solar System, complete the following information.
2 A real estate Broker is qualified to advise on real estate. The BUYER is advised to consult with appropriate professionals
3 regarding solar systems.
4
5 The following information is being attached to the Offer and Acceptance Agreement dated _____ for the
6 property located at _____ (Property).
7
8 Name of Solar System Provider: _____ Account # _____
9 Contact Name for Provider: _____
10
11 Solar System Financial Details
12 ☐ Owned
13 ☐ Financed, Balance Owed \$ _____
14 ☐ Leased, \$ _____ monthly, through _____ (date)
15 ☐ Power Purchase Agreement
16
17 Warranty ☐ Yes ☐ No
18 If Yes, is warranty transferrable? ☐ Yes ☐ No
19 If yes, transfer fee \$ _____ to be paid by ☐ BUYER ☐ SELLER
20
21 Maintenance Agreement ☐ Yes ☐ No
22 If Yes, Company Name: _____ Phone _____
23 Address: _____ Email _____
24 If yes, transfer fee \$ _____ to be paid by ☐ BUYER ☐ SELLER
25
26 Battery Backup ☐ Yes ☐ No
27
28 Solar Company requires _____ days prior to close of escrow to transfer ownership.
29 Additional Information: _____
30 _____
31 _____
32 _____
33
34 SELLER authorizes Listing Agent to receive information regarding the solar contract terms and any other information of the
35 solar agreement for this Property.
36
37 SELLERS agrees to provide any and all documents associated with the Solar System.
38
39 DATE _____ TIME _____ DATE _____ TIME _____
40
41 SELLER _____ BUYER _____
42
43 SELLER _____ BUYER _____
44
45 SELLER _____ BUYER _____
46
47 SELLER _____ BUYER _____

Draft New Form



TAHOE REGIONAL PLANNING AGENCY (TRPA) BEST MANAGEMENT PRACTICES (BMPs) DISCLOSURE



TRPA requires installation and maintenance of BMPs on all developed properties in the Tahoe Region. BMPs minimize soil erosion, maintain fire defensible space, and capture polluted stormwater before it enters Lake Tahoe.

Section 60.4.4.C of the TRPA Code of Ordinances requires the new property deed holder to submit a completed copy of this form to TRPA within 30 days of sale.

- This form can be digitally signed and submitted electronically by clicking below
or

- Print, sign and submit via: EMAIL to bmp@trpa.org, FAX to 775-588-4527, MAIL to PO Box 5310, Stateline NV 89449 or IN PERSON at the TRPA front counter located at 128 Market Street, Stateline

Property owners out of compliance with BMP requirements may be subject to enforcement and fines (up to \$5,000 per day) pursuant to the Bi-State Compact and Article 9 of TRPA's Rules of Procedure.

Property Info:

Check one:

- ☐ Single Family Residence ☐ Multi-Family Residence ☐ Commercial/Industrial

Physical Address: _____ Assessor's Parcel Number (APN): _____

City: _____ County: _____ State: _____ Zip Code: _____

Estimated Date of Sale: _____

TRPA Best Management Practices Requirements:

Pursuant to Chapter 60.4 of the TRPA Code of Ordinances, all property owners within the Lake Tahoe Region are required to implement and maintain stormwater Best Management Practices (BMPs) and obtain a BMP Certificate. Look up property's certificate number and date of issue at <http://www.tahoebmp.org/bmptoolkit/searchBMP.asp>

Check one:

- ☐ BMP Certificate ☐ Source Control Certificate ☐ No Certificate

Certificate #(s): _____ Date issued: _____

Is the property included in an area-wide water quality treatment project subject to in-lieu fees? ☐ Yes ☐ No

Note:

- Property owners can print a copy of the certificate and maintenance requirements for their records from the TRPA BMP Database at <http://www.tahoebmp.org/bmptoolkit/searchBMP.asp>
- Certificates are only valid and transferrable as long as BMPs are maintained and remain effective. For more information visit, <http://tahoebmp.org>.
- Deed Holder(s) of properties with shared use areas including, but not limited to, shared access, parking, Homeowner Association (HOA) common areas, and easements may be collectively responsible for BMPs in these areas.

For properties with NO Certificate, the undersigned new Deed Holder acknowledges the following:

- All compliance deadlines to install BMPs for developed properties under the jurisdiction of TRPA expired October 15, 2008. Property owners out of compliance with BMP requirements may be subject to enforcement and fines pursuant to Article 9 of TRPA's Rules of Procedure.
- Obtain a TRPA pamphlet on BMPs from a real estate professional or online:
 - Single Family and Multi-Family Residential: "A Homeowner's Guide to Best Management Practices in the Lake Tahoe Basin", http://tahoebmp.org/Documents/BMP_SFR_Mailer.pdf
 - Commercial/Industrial: "Clean Water is Everyone's Business": <http://tahoebmp.org/Documents/CommercialBrochure.pdf>
- For more information on installing and maintaining BMPs, visit <http://tahoebmp.org>.
- The ability of TRPA or other agencies to conduct BMP site evaluations and inspections may be weather dependent.

DECLARATION: I hereby declare under penalty of perjury that all information submitted as part of this disclosure is true and accurate to the best of my knowledge and I understand that should any information submitted be inaccurate, erroneous, or incomplete, TRPA may take appropriate action.

New Deed Holder(s):

Printed Names(s): _____ Date _____

Signature(s): _____

Play a part in preserving
Lake Tahoe by visiting
tahoebmp.org



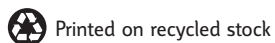
Restoring
Lake Tahoe

Keeping
Forests Healthy

Improving
Air Quality

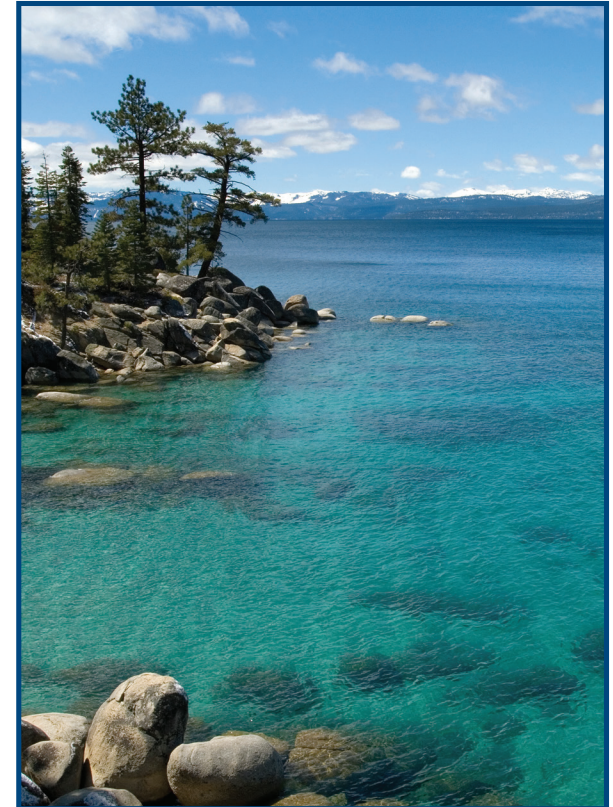
Enhancing Recreation
& Scenic Resources

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trpa.org
conservationclearly.org



Tahoe Regional Planning Agency
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A Homeowner's Guide to BEST MANAGEMENT PRACTICES in the Lake Tahoe Basin



You can make a difference in improving Lake Tahoe's clarity.

What is the Problem?

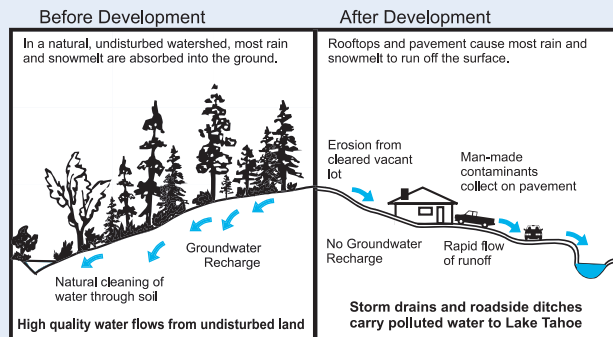


Photo: © E. G. Hagadorn

After a major rainstorm, sediment and nutrients flush into Lake Tahoe from streams and rivers such as the Upper Truckee.

Historically in the Tahoe Basin, the majority of stormwater was absorbed and filtered through the soil. With development came roads, driveways, and rooftops, causing rain and snowmelt to quickly flush pollutants into the nearest stream, ultimately ending up in Lake Tahoe. Sediment robs Lake Tahoe of its famous clarity and the nutrients feed algae growth.

For decades, Lake Tahoe clarity had been declining at a rate of about 1 foot per year. Since 2000, a new trend shows clarity loss is slowing. This declining clarity of Lake Tahoe has negative impacts for property values, recreation, tourism, wildlife habitat, and aesthetic value.



Development alters the natural flow pattern of rain and snowmelt creating excessive, polluted runoff.

© Home Landscaping Guide for Lake Tahoe and Vicinity

Fortunately, there are a few easy things that homeowners can do that will not only help stop Lake Tahoe's clarity loss, but will also enhance property aesthetics. These lake-saving steps are called Best Management Practices, or BMPs.

What are BMPs?

Best Management Practices (BMPs) are proven methods that prevent sediment and nutrients from entering our waters. By installing BMPs, all property owners can help slow or reverse the loss of Lake clarity.

BMPs prescribed for residential properties may include:

- Paving dirt driveways
- Protecting the soil under drip lines of roofs by installing drain rock
- Stabilizing or retaining steep slopes and loose soils
- Vegetating and mulching bare soils



Vegetated basins are a great way to beautify your garden, while infiltrating stormwater on your property.

What You Can Do

STEP 1: Visit tahoebmp.org to get started

STEP 2: Install your BMPs or hire a qualified contractor.

STEP 3: Call for a final inspection

STEP 4: Maintain your BMPs.

For more information, visit tahoebmp.org



Mosaic landscaping incorporates a variety of materials.

Create a Tahoe Friendly Landscape – Defensible Space and BMPs

A mosaic landscape is created using a variety of materials and design throughout your property. The idea is to separate combustible areas, like planter beds with wood chips, with non-combustible areas, like gravel and healthy herbaceous plants. This greatly reduces the risk of fire reaching your home and also minimizes soil erosion by incorporating various surface treatments, like tilled in wood chips and vegetation, to prevent bare soil. TRPA works closely with fire agencies to ensure erosion control and defensible space measures are compatible.

Contact your local agency for more info and visit:

livingwithfire.org

WOOD HEATER STATEMENT OF COMPLIANCE

Wood stoves and fireplaces are of particular concern in the Lake Tahoe Basin. Wintertime inversion layers, or temperature barriers, prevent wood smoke from leaving the Basin. These inversion layers trap smoke close the ground resulting in elevated pollution levels, poor visibility and even contribute to the decline in the famed clarity of our Lake Tahoe.

Although the smoke from one wood stove or fireplace may seem minor, added together these stoves and fireplaces discharge tons of dangerous particulate matter, carbon monoxide and a family of cancer-causing chemicals known as polycyclic organic matter into the air each year. For this reason, the TRPA enacted a "Wood Heater Retrofit Program" to enforce the replacement of older wood heaters and unnecessary fireplaces with cleaner-burning alternatives. This program is similar to those adopted by agencies in such cities as Truckee, Mammoth Lakes, Telluride, Aspen, Reno and many other cities across the United States. The TRPA's program requires that all existing wood heaters, excluding legally existing open fireplaces, comply with emission standards prior to any sale, transfer or conveyance of any building. These standards can be found in subsection 65.1.4.B of the TRPA Code of Ordinances. For a complete description of TRPA's wood heater regulations, please visit our website www.trpa.org and look under "Homeowner Info".

Compliance with the program must be evidenced by a statement from the seller made under penalty of perjury. This statement will be made on a form provided by the TRPA to all licensed real estate agents in working in Lake Tahoe. No other forms will be accepted. This form will require the property owner to state either that: (1) the structure does not contain any existing wood heaters or: (2) that all existing wood heaters in the building, excluding legally existing, open fireplaces that are not primary heat sources, conform to the applicable emission standards (open fireplaces with closed-system inserts must meet emission requirements). The statement must be submitted to TRPA prior to the sale, transfer, or conveyance of any building and a copy provided to the new owner prior to the close of escrow. This statement is required for all subsequent sales, transfers, or conveyance of the property. Failure to file this document or to comply with all applicable requirements may result in penalties of up to \$5,000 per day, pursuant to Article VI (I) of the Tahoe Regional Planning Agency Compact.

The TRPA wood heater retrofit statement of compliance form and approved wood heater list can be obtained at our offices or on our website www.trpa.org and look under "Homeowner Info".

2013 Update

The TRPA Code of Ordinances was amended to add an exemption to the wood stove disclosure requirements for real property transfers such as Trusts and Limited Liability Corporations and for any structure where wood stoves were replaced in conformance with the Wood Heater Retrofit Program that started January 1, 1993.

WOOD HEATER RETROFIT PROGRAM

Prior to the sale, transfer or conveyance of any building, the seller must complete this form and submit it to the Tahoe Regional Planning Agency at the above address. A copy of this form must be provided to the buyer(s) prior to the close of escrow. This form cannot be substituted and incomplete forms will be returned.

2013 Update

An exemption to the wood stove disclosure requirements is allowed for transfer instruments such as Trusts and Limited Liability Corporations and where wood stoves were replaced in conformance with the Wood Heater Retrofit Program, which originally became effective January 1, 1993. If the transfer meets this description, this statement and form is not required.

Project Location/Assessor's Parcel Number (APN) _____

Street Address _____ Subdivision _____ Lot # _____

County _____ Previous APN _____
(if changed by county assessor since 1987)

Listing Agent _____

Listing Agency _____

Escrow Number _____

Title Company _____

Owner(s) _____

Mailing Address _____ City _____ State _____

Zip Code _____ Email _____ Phone _____ FAX _____

DECLARATION:

This building contains:

_____ **No** wood heaters or wood fireplaces of any kind in the house or on the property.

_____ Legally existing, open wood-burning fireplaces in the house or on the property which are **NOT** the primary heat source.
(indicate the number of fireplaces)

_____ Wood heaters in the house or on the property. (Indicate number or units and provide information for each below. Attach additional sheets if necessary.)

Manufacturer: _____

Model: _____

Manufacturer: _____

Model: _____

I/We certify that all fireplaces and wood heaters conform to the Tahoe Regional Planning Agency's requirements as set forth in 65.1.4.B of the Code of Ordinances as of this date.

Print Owner(s) Name(s): _____

Signature(s) (Original signature required.) _____

Date: _____

Date: _____

FOR OFFICE USE ONLY

Date Received: _____ Date Reviewed: _____ By: _____

Complete? Yes No (If no, return to sender) Date Returned: _____

Date of Database Entry: _____ Date Complete (if returned): _____



BUYER'S REPRESENTATION AGREEMENT



1 _____ (BUYER)
2 grants to _____ (BROKER) of _____ (BROKERAGE)
3 exclusive authorization to assist BUYER with the negotiation and acquisition of real property described below on the
4 following terms and conditions. This Agreement shall begin on _____ and terminate on _____.

5
6 [_____/_____/_____/_____] BUYER does not have a written buyer's representation agreement with any other
7 broker.

8
9 **DESCRIPTION OF PROPERTY TO BE ACQUIRED** ☐ Residential ☐ Commercial

10 TYPE, LOCATION AND REQUIREMENTS OF PROPERTY: _____

11 _____

12 _____

13 _____

14 or other property suitable to BUYER.

15
16 **BUYER'S OBLIGATIONS** BUYER agrees to provide, upon request, any relevant personal and financial information
17 needed to assure BUYER's ability to acquire property described herein, to view and consider all properties of the nature
18 described above and to negotiate in good faith to acquire such property if acceptable to BUYER. In the event completion of
19 a transaction, negotiated by Broker is prevented by BUYER's default, BUYER shall pay the commission as negotiated in
20 this Agreement. ~~compensation provided for herein upon such default.~~ Some sellers, such as new home subdivisions and for
21 sale by owners, will not compensate Broker unless broker makes the first visit with Buyer. If BUYER makes a first visit
22 without Broker, BUYER agrees to compensate Broker as stated in the commission section below.

23
24 **BROKER'S OBLIGATIONS** Broker agrees to provide reasonable skill and care, and protect the best interest of the
25 BUYER throughout the real estate transaction. Broker agrees to the following:

- 26 ♦ Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
- 27 ♦ Disclose to each party to the real estate transaction as soon as practicable, any material and relevant facts, data or
- 28 information which BROKER knows, or with reasonable care and diligence the licensee should know;
- 29 ♦ Abide by all other duties, responsibilities and obligations required of the BROKER in law or regulations, and the Code
- 30 of Ethics;
- 31 ♦ Not disclose confidential information relating to BUYER for one (1) year after the revocation or termination of this
- 32 Agreement, unless Broker is required to do so by a court order or BUYER gives written permission;
- 33 ♦ Assist BUYER in locating a property for purchase, option, and/or lease, and negotiate price, and terms acceptable to
- 34 BUYER;
- 35 ♦ Advise BUYER to obtain advice from an expert relating to matters which are beyond the expertise of the BROKER.

36
37 **BUYER ACKNOWLEDGES:**

38
39 [_____/_____/_____/_____] The amount or rate of real estate commission is not fixed by law. The commission is set
40 by each Broker individually and may be negotiable between BUYER and Broker.

41
42 [_____/_____/_____/_____] BUYER negotiates with their Broker what fee they are willing to pay for their Broker's
43 services.

44
45 [_____/_____/_____/_____] Commissions generally cannot be included as part of a mortgage. Unlike mortgage
46 broker fees, closing costs, and appraisals, real estate sales commissions are not directly linked to the mortgage loan
47 production and therefore cannot be financed.

48
49 **COMPENSATION TO BROKER** BROKER is obligated to disclose to BUYER each source from which BROKER
50 receives compensation. BUYER agrees to pay Broker, at close of escrow _____ % of the purchase price and/or
51 \$ _____. Any compensation received from listing broker or seller for BUYER representation will be applied to
BROKER compensation as described above. Any amount of compensation not paid to BROKER by listing broker or
seller, remains the obligation of BUYER.

Page 1 of 2 BUYER(s) [_____/_____/_____/_____] and Licensee [_____] have read this page.

This copyright protected form was created by and for the use of the members of SNR.

SNR® 01/23
BUYBRK 1/2

1 Additional Terms:
2 _____
3 _____
4 _____
5 ~~NOTICE: The amount or rate of real estate commissions are not set by law, they are set by each brokerage~~
6 ~~individually and may be negotiable between BUYER and BROKER.~~
7 _____
8 _____
9 **COMPENSATION PAYABLE WHEN** Compensation is payable when BUYER or anyone acting on BUYER's behalf
10 closes escrow on the purchase and/or exchange, of any real property suitable to BUYER,
11 (1) during the term of this Agreement with or without the assistance of the Broker, OR
12 (2) within _____ days after the termination of this Agreement, provided such property was presented to BUYER during the
13 term of the Agreement and, provided BUYER has received a list of such properties within _____ days of termination of
14 this Agreement.
15 This is an exclusive Agreement with the following exceptions: _____
16 _____
17 _____
18 **DEFINITIONS** BROKER means cooperating Brokers and all Licensees with a valid Nevada real estate license. BUYER
19 refers to the legal purchaser whom the Broker is assisting in the acquisition of real property. DAYS means calendar days
20 unless otherwise specified. In computing any period of time prescribed under this Agreement, the day of the event from
21 which the designated period of time begins to run shall not be included. The last day of the period so computed shall be
22 included. BUSINESS DAY means a day other than Saturday, Sunday, or legal holiday recognized in the state of Nevada.
23 _____
24 **CODE OF ETHICS:** REALTORS®, for the protection of all parties, shall assure whenever possible that all agreements
25 related to real estate transactions including, but not limited to, listing and representation agreements, purchase contracts, and
26 leases are in writing in clear and understandable language expressing the specific terms, conditions, obligations and
27 commitments of the parties. REALTORS® are bound by NAR's Code of Ethics to always further clients' best interests. ~~A~~
28 ~~copy of each agreement shall be furnished to each party to such agreements upon their signing or initialing.~~
29 _____
30 **ATTORNEY'S FEES:** In the event either party is required to engage the services of an attorney to enforce this
31 Agreement, the prevailing party in any proceeding ~~shall~~ may be entitled to an award of reasonable attorney's fees, legal
32 expenses and costs.
33 _____
34 **ENTIRE AGREEMENT:** This document and the documents incorporated and attached contain the entire Agreement of the
35 parties and supersede all prior Agreements or representations ~~with respect to the property~~ which are not expressly set forth
36 herein. This Agreement may only be modified ~~only~~ in writing when signed and dated by the both parties. BUYER acknowl-
37 edges having read and approved all provisions of this Agreement. ~~Both parties acknowledge that they have not relied on~~
38 ~~any statements of any real estate Brokers which are not herein expressed.~~
39 _____
40 BROKER is qualified to advise on real estate. BUYER is advised to consult with legal, tax or other professionals on other
41 matters related to the transaction.
42 _____
43 BUYER acknowledges receipt of a copy of this Agreement.
44 _____
45 DATE _____ TIME _____ DATE _____ TIME _____
46 _____
47 BUYER _____ BUYER's Licensee Name _____

BUYER _____ Brokerage Name _____

BUYER _____ BUYER's Broker Name _____

BUYER _____ Office Address _____

1 Address _____ City/State/Zip _____
2 _____
3 City/State/Zip _____ Phone _____ Fax _____
4 _____
5 BUYER Email _____ Phone _____ Fax _____
6 _____
7 BUYER's Licensee Email _____
8 _____
9 BUYER'S Licensee Signature _____
10 _____
11 _____
12 _____
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47 _____



Environmental Contact List



The following is a list of certain environmental issues which may affect real property in Northern Nevada, along with the names and phone numbers of agencies which may provide more detailed information. This is not a comprehensive list and you are strongly encouraged to investigate and obtain expert advice on all issues which may be of particular concern.

Air Quality

Air Quality Management Division
(775) 784-7200
www.washoecounty.gov

Airport Noise

Reno-Tahoe International Airport
(775) 328-6400
www.renoairport.com
www.faa.gov

Asbestos

Washoe County District Health Department
(775) 784-7200
www.washoecounty.us/health
NV Division of Environmental Protection
(775) 687-4670
www.ndep.nv.gov
Carson City Public Works
(775) 887-2355
www.carson.org/government

Earthquakes

Nevada Seismological Laboratory
University of Nevada, Reno
(775) 784-4975
www.seismo.unr.edu
NV Division of Emergency Mgmt
(775) 687-0300
www.dem.nv.gov
Federal Emergency Mgmt Agency
www.fema.gov

Electromagnetic Fields (EMF's)

NV Energy
(775) 834-4581 - Kuldip Sandhu
www.nvenergy.com

Floodplain

City of Reno
Community Development Department
(775) 334-2350
www.reno.gov
City of Sparks
Engineering Division
(775) 353-5555
www.cityofsparks.us

Floodplain (cont.)

Washoe County
Department of Public Works
(775) 328-2041
www.washoecounty.us
Carson City
Engineering Division
(775) 887-2300
www.carson.org
Division of Water Resources
(775) 684-2800
www.nevadafloods.org

General Environmental Issues

NV Division of Environmental Protection
(775) 687-4670
www.ndep.nv.gov

Wild/Feral Horse & Burro

Wild Horse Hotline
(775) 352-3944
www.blm.gov/whb

Mold and Fungus

U.S. Department of EPA, Region 9
(775) 687-4670
www.epa.gov/mold

Lead-Based Paint

U.S. Department of EPA, Region 9
(800) 424-LEAD or (415) 947-4280
www.epa.gov/lead
U.S. Dept. of Housing and Urban Development
(202) 708-1112
www.hud.gov

Noxious Weeds

University of Nevada Cooperative Extension
(775) 784-4848
www.unce.unr.edu
Nevada Department of Agriculture
(775) 353-3600
www.agri.nv.gov/noxiousweeds

Pesticides

Nevada Department of Agriculture
(775) 353-3600
www.agri.nv.gov/pest-control

Radon

University of Nevada Cooperative Extension
Nevada Radon Education Department
(775) 336-0252
www.extension.unr.edu/radon
U.S. Department of EPA, Region 9
www.epa.gov/radon

Septic Systems

Nevada Division of Public Health
(775) 684-4200
www.ndph.nv.gov

Underground Fuel Storage Tanks

Nevada Division of Environmental Protection—Bureau of Corrective Actions
(775) 687-4670
www.ndep.nv.gov
Washoe County District Health Department
(775) 328-2688
www.washoecounty.gov/health

Water (Ground water contamination, Water Quality, Water Quantity)

State of NV Division of Water Resources
(775) 684-2800
www.water.nv.gov
Truckee Carson Irrigation District
(775) 423-2141
www.tcid.org
U.S. Department of EPA, Region 9
(775) 687-4670
www.epa.gov/water

Wildfire and Defensible Space

University of Nevada Cooperative Extension
(775) 784-7070
www.livingwithfire.info
Carson City Fire Department
(775) 887-2210
www.carson.org
Nevada Division of Forestry
(775) 684-2500
www.forestry.nv.gov/wildlandfire

Woodstoves

Business Environment Program
1-800-882-3233
www.unrbep.org

Acknowledgment of Receipt:

| | |
|------------|------------|
| Name _____ | Date _____ |
| Name _____ | Date _____ |
| Name _____ | Date _____ |
| Name _____ | Date _____ |



Environmental Contact List - Rural Counties



The following is a list of certain environmental issues which may affect real property in Rural Counties of Northern Nevada, along with the names and phone numbers of agencies which may provide more detailed information. This is not a comprehensive list and you are strongly encouraged to investigate and obtain expert advice on all issues which may be of particular concern.

Air Quality / Airport Noise

For Most Rural Counties
Nevada Div. of Environ. Protection
(775) 687-4670
www.ndep.nv.gov
www.air-quality.com
Humboldt County
North Coast Unified Air Quality Mgmt.
(707) 433-3093
www.ncuaqmd.org

Asbestos

For Most Rural Counties
Nevada Division of Public Health
(775) 684-4200
www.dpbh.nv.gov
Churchill County
(775) 423-5136
www.nv-churchillcounty.civicplus.com
Elko County
(775) 753-1138
www.elkocountynv.net
Eureka County
(775) 289-3825
www.co.eureka.nv.us
Humboldt County
Humboldt County Environmental Office
(707) 445-6215
www.humboldt.gov

Earthquakes

For Most Rural Counties
Nevada Seismological Laboratory
University of Nevada, Reno
(775) 784-4975
www.seismo.unr.edu
www.fema.gov
Humboldt County
Humboldt State University
(707) 826-3115
www2.humboldt.edu

Electromagnetic Fields (EMF's):

NV Energy
(775) 834-4581 - Kuldip Sandhu
www.nvenergy.com

Flood Plain

Federal Emergency Mgmt. Agency
(800) 621-3362
www.fema.gov
www.nevadafloods.org
Churchill County
Churchill County Office
(775) 723-7627
Elko County
Elko County Office
(775) 777-7217
www.elkocountynv.net

Acknowledgment of Receipt Dated _____

BUYER _____ DATE _____ BUYER _____ Date _____
BUYER _____ DATE _____ BUYER _____ Date _____

Flood Plain (Cont.)

Eureka County
Eureka County Office
(775) 237-5372
www.co.eureka.nv.us
Humboldt County
Humboldt County Office
(775) 623-6322
www.humboldt.gov
Lander County
Lander County Office
(775) 635-2860
www.landercountynv.org
Mineral County
Mineral County
(775) 316-0145
www.mineralcountynv.us
Pershing County
(775) 273-2700
www.pershingcounty.net
White Pine County
(775) 289-6500 ext. 215
www.whitepinecounty.net

General Environmental Issues

NV Division of Environmental Protection
(775) 687-4670
www.ndep.nv.gov

Wild/Feral Horse & Burro

Wild Horse Hotline
(775) 352-3944
www.blm.gov/whb

Mold and Fungus

U.S. Department of EPA, Region 9
(775) 687-4670
www.epa.gov/mold

Lead-Based Paint:

U.S. Department of EPA, Region 9
(800) 424-LEAD or (415) 947-4280
www.epa.gov/lead
U.S. Dept. of Housing and Urban
Development
(775) 824-3700
www.hud.gov

Noxious Weeds:

University of Nevada Cooperative
Extension
(775) 784-4848
www.unce.unr.edu
Nevada Department of Agriculture
(775) 353-3600
www.agri.nv.gov/noxiousweeds

Pesticides

Nevada Department of Agriculture
(775) 353-3600
www.agri.nv.gov/pest-control

Radon:

University of Nevada Cooperative
Extension
Nevada Radon Education Department
(775) 336-0252
www.extension.unr.edu/radon
U.S. Department of EPA, Region 9
www.epa.gov/radon

Underground Fuel Storage Tanks:

Nevada Division of Environmental
Protection
(775) 687-4670
www.ndep.nv.gov
(775) 328-2688
www.washoecounty.us/health
Environmental Protection Agency
(888) 621-5878
www.epa.gov

Water Rights, Contamination, Quality, Quantity and Septic Systems

For Most Rural Counties
NV Div. of Environmental Protection
(775) 687-4670
www.ndep.nv.gov
State of Nevada Div. of Water Resources
(775) 684-2800
www.water.nv.gov
Humboldt County
North Coast Unified Air Quality Mgmt.
(707) 433-3093
www.ncuaqmd.org
Truckee Carson Irrigation District
(775) 423-2141
www.tcid.org

Wildfire and Defensible Space

University of Nevada Cooperative
Extension
(775) 784-7070 www.livingwithfire.info
Carson City Fire Department
(775) 887-2210
www.carson.org
Nevada Division of Forestry
(775) 684-2500
www.forestry.nv.gov/wildlandfire

Woodstoves:

For Most Rural Counties
NV Div. of Environmental Protection
(775) 687-4670
www.ndep.nv.gov
Humboldt County Office
(775) 623-6300
www.hcnv.us



EXCLUSIVE RIGHT TO SELL CONTRACT



1 All the undersigned SELLER(s), _____,
 2 and _____
 3 hereby irrevocably GRANT(s) _____
 4 the Broker, the EXCLUSIVE AUTHORIZATION and RIGHT TO SELL the real Property situated in or near the City of
 5 _____ County of _____, State of Nevada,
 6 described as _____
 7 APN _____, for a period commencing, _____ (listing date) and
 8 expiring midnight of _____.
 9

10 If checked, the following addendum is attached and becomes part of this Agreement:

11 ☐ Acknowledgement and Authorization to Withhold Listing Form (office exclusive listing). Form must be uploaded to the
 12 Withheld Listing Portal within two business days. SELLER understands that once the property is publicly marketed, the listing
 13 is required to be entered into the MLS within 1 business day.

14
 15 This property is ☐ Residential OR ☐ Vacant Land OR ☐ Multifamily (4 Units or Less)
 16

17 **TERMS OF SALE** SELLER hereby employs Broker as exclusive Licensee to sell the described real Property, fixtures and
 18 personal property. SELLER hereby grants Broker the exclusive right to sell the same for the price of
 19 \$ _____, on the following terms:
 20 _____
 21 _____

22 or at such price and terms as shall be acceptable to SELLER. Broker is herein authorized to accept a deposit for any part of the
 23 purchase price and hold it in trust or place it in an escrow established for the sale of the subject Property. ~~Broker accepts such~~
 24 ~~employment and agrees to use diligence in procuring a BUYER for the Property.~~

25
 26 **SELLER ACKNOWLEDGES:**

27
 28 [_____/_____/_____] The amount or rate of real estate commission is not fixed by law. The commission is set by
 29 each Broker individually and may be negotiable between SELLER and Broker.

30
 31 [_____/_____/_____] SELLER negotiates with their Broker what fee they are willing to pay for their Broker's
 32 services.

33
 34 [_____/_____/_____] Commissions generally cannot be included as part of a mortgage. Unlike mortgage broker
 35 fees, closing costs, and appraisals, real estate sales commissions are not directly linked to the mortgage loan production and
 36 therefore cannot be financed.

37
 38 [_____/_____/_____] **COMPENSATION TO BROKER NOTICE** ~~The amount or rate of real estate commis-~~
 39 ~~sion is not fixed by law. The commission is set by each Broker individually and may be negotiable between SELLER~~
 40 ~~and Broker. (moved above)~~

41 SELLER agrees to pay Listing Broker a total commission ~~as compensation~~ for services rendered _____ % of the total pur-
 42 chase price, or a fee of \$ _____.

43
 44 ~~[_____/_____/_____] **SELLER ACKNOWLEDGES that**~~

45 From the total commission, Listing Broker will offer to Selling Broker _____ % of the purchase price, or a fee of
 46 \$ _____.

47 Commissions are payable under the following conditions:

48 ~~as compensation to Selling Broker.~~

49 **OR**

50 ~~[_____/_____/_____] SELLER agrees to pay Broker as compensation for services rendered a fee of~~

Property Address _____.

1 \$ _____ or _____ percent of the ~~selling price under the following:~~

2
3 ~~SELLER(s) acknowledge(s) that from total commission, Listing Broker will offer \$ _____ or _____~~
4 ~~percent of selling price as compensation to Selling Broker. or~~

5
6 3. The Property is sold, exchanged, or otherwise transferred during the term hereof, by SELLER, or through any other
7 source, **or**

8 4. The Property is transferred, conveyed, leased without the consent of Broker, or made unmarketable by SELLER's
9 voluntary act during the term hereof or any extension thereof, **or**

10 5. A sale, exchange, or other transfer of the Property is made by SELLER within _____ days after the termination of this
11 agreement or any extension thereof, to persons with whom Broker shall have negotiated during the term hereof provided that
12 Broker shall have submitted a notice in writing to SELLER within _____ days of termination of this agreement or any exten-
13 sion thereof. The notice shall contain the name of the prospective BUYER(s), date(s) of negotiation and a brief summary of
14 the negotiations. However, this provision shall not apply if, during the term of said protection period, a valid Exclusive Au-
15 thorization and Right to Sell agreement is entered into with another licensed real estate Broker.

16
17 **DEFINITIONS** BROKER means cooperating Brokers and all Licensees with a valid Nevada real estate license. SELLER
18 refers to the legal owner of the above referenced property, or such person or entity who has the legal authority to sell the
19 property. DAYS means calendar days unless otherwise specified. In computing any period of time prescribed under this
20 Agreement, the day of the event from which the designated period of time begins to run shall not be included. The last day of
21 the period so computed shall be included. BUSINESS DAY means a day other than Saturday, Sunday, or legal holiday
22 recognized in the state of Nevada.

23
24 **BROKER COOPERATION** SELLER(s) understand(s) ~~that~~ Broker is a member of the Multiple Listing Service (MLS) and
25 a member of the local Association of REALTORS®, ~~and that~~ This listing will be filed with said service within two (2) busi-
26 ness days, of commencement listing or signature date, whichever is later. SELLER agrees ~~that~~ all members of the Multiple
27 Listing Service (MLS), and other Brokers, may act in cooperation ~~association~~ with Broker in procuring or attempting to
28 procure a BUYER for the Property. In the event of a sale or exchange, Broker is hereby authorized to represent all parties and
29 collect compensation from them, provided there is full disclosure to all principals.

30 ~~In the event a sale or exchange shall be made or a BUYER procured by a member of the Multiple Listing Service (MLS) or~~
31 ~~another Broker other than Listing Broker, the terms of this agreement shall apply to such transaction, although payment for fee~~
32 ~~or compensation made hereunder shall be made by SELLER only to Listing Broker. Broker is authorized to cooperate with~~
33 ~~other Brokers in the marketing and sale or exchange of the Property. It is agreed that such Brokers may act as cooperating~~
34 ~~Brokers in procuring or attempting to procure a BUYER in accordance with this agreement.~~

35 [_____/_____/_____/_____] **SELLER'S OBLIGATIONS AND WARRANTIES**

36 1. ~~[_____/_____/_____/_____] If the Property is located in a common-interest community, SELLER agrees to~~
37 ~~provide, at SELLER'S expense, the common-interest community documents (Resale Package~~ and Demand ~~) as required by~~
38 ~~Nevada Revised Statutes (NRS). SELLER to order resale package within five (5) days of acceptance of the purchase~~
39 ~~agreement.~~

40 2. SELLER agrees to make available to Broker and prospective Buyers all data, records and documents pertaining to the
41 Property that they have in their possession.

42 3. SELLER agrees to allow Broker, or any other Broker ~~with whom Broker chooses to cooperate~~, to show the Property at
43 reasonable times and upon reasonable notice.

44 4. SELLER agrees to secure all valuables, including but not limited to, pharmaceuticals, weapons, jewelry, and any other
45 items of concern.

46 5. SELLER must notify any prospective buyer, broker, or other party entering the property, if the property is equipped with
47 security cameras or similar devices that are capable of audio recordings or broadcasts, as per NRS 200.

48 6. SELLER agrees to commit no act which might tend to obstruct the Broker's performance hereunder.

49 ~~6. In the event of a sale, SELLER will promptly, upon Broker's request, deposit in escrow all instruments necessary to~~
50 ~~complete the sale.~~

51 7. SELLER agrees to execute ~~deliver an~~ escrow instructions, irrevocably assigning Broker's commission ~~compensation~~ in an
52 amount equal to the commission ~~compensation~~ provided above from SELLER's proceeds at close of sale.

53
Property Address _____.

- 1 8. Nevada law requires that property owners complete a SELLER'S REAL PROPERTY DISCLOSURE FORM for
2 residential properties of four units or less. Broker is authorized to furnish copies to potential BUYER(s).
3 9. SELLER agrees to hold the Broker harmless from any liabilities or damages arising out of incorrect or undisclosed
4 information with respect to the above described Seller's Real Property Disclosure Form. SELLER agrees to notify
5 Broker expeditiously of any changes affecting the marketing of the Property.
6 10. The undersigned SELLER warrants recorded ownership of the Property or the authority to execute this agreement.
7 11. SELLER is aware that listing price includes water rights (if applicable), unless SELLER excludes by deed.
8 12. A. [____/____/____/____] No SELLER is ~~I/we am not~~ a foreign person.
9 OR
10 B. [____/____/____/____] One or more SELLER is ~~I/we am~~ a foreign person. The Foreign Investment and
11 Real Property Tax Act requires a BUYER purchasing real property from a foreign person to withhold tax from the
12 sale proceeds unless an exemption applies. SELLER agrees to provide Broker and Escrow Company with (a) Non-
13 Foreign Seller Affidavit, or (b) Withholding Certificate Form from the Internal Revenue Service to consent to
14 withholding of tax from the proceeds of sale as required, unless it is established that the transaction is exempt.
15

16 **PROPERTY UNDER MANAGEMENT/LEASE**

- 17 Property ☐ is OR ☐ is not under a Property Management Agreement.
18 Property ☐ is OR ☐ is not Tenant Occupied. If occupied, term of Lease: _____
19 SELLER shall be responsible to notify tenant that the Property is for sale. SELLER shall contact the Property Manager to
20 make arrangements for termination or transfer of tenants' lease and disposition of security deposit. SELLER authorizes Listing
21 Licensee to contact _____ (Property Manager) with
22 _____ (Management Company)
23 at _____ (Contact Number). Property Manager has 30-days for reconciliation and
24 disbursement of security deposits and Property is subject to Tenant Rights and/or Property Management Agreement.
25

26 **SELLER'S INSTRUCTIONS AND AUTHORIZATIONS**

- 27 1. SELLER authorizes Broker to place a "FOR SALE" sign upon the Property.
28 2. SELLER authorizes Broker to install an LOCKBOX upon the Property.
29 3. Evidence of merchantable title shall be in form of policy of title insurance issued by a responsible title company.
30 ~~4. SELLER shall provide lien holder information and loan number(s) to escrow. authorizes Broker to obtain loan infor-~~
31 ~~mation from _____ Loan # _____~~
32 ~~and from _____ Loan # _____.~~
33 5. SELLER authorizes Broker to assist in scheduling work to repair or maintain the Property pursuant to NRS 624.031(11).
34 SELLER acknowledges Broker will not receive any additional compensation for providing such assistance. SELLER
35 acknowledges any work scheduled by the Broker to repair or maintain the Property during the term of this Agreement
36 must not exceed \$10,000 or require a building permit.
37 6. SELLER acknowledges any work or inspections scheduled by Broker shall be at the cost of the SELLER unless otherwise
38 specified by separate agreement.
39

40 [____/____/____/____] **SELLER(s):** Execution of this form confirms that the undersigned SELLER(s) has (have)
41 executed concurrently herewith a Listing Data Input Form and, unless certified in writing, grant(s) consent to inclusion of the
42 information thereon into the Multiple Listing Service. Further, SELLER(s) consent(s) to dissemination of the information
43 through the Multiple Listing Service. The SELLER(s) acknowledge(s) and agrees that all photographs, images, graphics, video
44 recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable data
45 and information relating to the Property provided by the SELLER(s) to the Broker (the "Seller Listing Content"), or otherwise
46 obtained or produced by the Broker in connection with this Agreement ("the Broker Listing Content"), and any changes to the
47 Seller Listing Content or the Broker Listing Content, may be filed with one or more multiple listing services, including in
48 compilations of listings, and otherwise distributed, publicly displayed and reproduced. SELLER hereby grants to Broker a
49 non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, and
50 reproduce Seller Listing Content, to prepare derivative works of the Seller Listing Content, and to distribute the Seller Listing
51 Content or any derivative works thereof. SELLER represents and warrants to Broker that the Seller Listing Content, and the
52 license granted to Broker for the Seller Listing Content, does not violate or infringe upon the rights, including copyright rights,

Property Address _____.

1 of any person or entity. SELLER acknowledges and agrees that as between SELLER and Broker, all Broker Listing Content is
2 owned exclusively by the Broker, and SELLER has no right, title or interest in or to any Broker Listing Content.
3 SELLER further understands and acknowledges that the Multiple Listing Service will disseminate the Property's listing
4 information to Internet sites as well as online providers and such sites are generally available to the public. Some of these
5 websites may display an Automated Valuation Model to estimate the market value of the Property or provide a link to the
6 estimate. In addition, some websites may include a Commentary/Review Section (or blog) where consumers may include
7 comments about the Property or provide a link to such comments.

8
9 [____/____/____/____] Seller wishes the Broker to submit the Property's listing information for
10 *Seller initial* dissemination to Internet sites with NO RESTRICTIONS.

11 **-OR-**

12 Seller has the right to opt-out of any of the following by initialing the appropriate space(s):

13 [____/____/____/____] I/We have elected NOT to display the listed Property on ANY Internet site.

14 *Seller initial*

15 [____/____/____/____] I/We have elected to WITHHOLD the address of the listing Property from display
16 *Seller initial* on ANY Internet site

17 [____/____/____/____] I/We DO NOT want an Automated Valuation displayed or linked to the listed
18 *Seller initial* Property (consumers may be notified that this feature was disabled at the request of
19 the seller.)

20 [____/____/____/____] I/We DO NOT want a Commentary/Review Section displayed or linked to the listed
21 *Seller initial* Property. (consumers may be notified that this feature was disabled at the request of
22 the seller.)

23 SELLER understands and acknowledges that if opting out of display on any Internet site, consumers who conduct searches for
24 listings on the Internet will not see information about this Property in response to their search.

25 Any future Status Change Reports which update, correct, extend or in any way change the information provided by the
26 SELLER's (on the above-mentioned Listing Data Input Form, and are executed by the Seller's), constitute amendments not
27 only to that Listing Data Input Form but to the terms of this Contract as well. Thus, such properly executed Status Change
28 Reports may include, but are not limited to, amendments to the SELLER's selling price of the subject real Property and
29 extensions of the duration of this Contract. Each such Status Change Report shall be attached to this Contract and its terms
30 incorporated herein.

31
32 **PRESENTATION OF OFFERS** SELLER understands ~~that~~ Broker is obligated to present all offers until the close of
33 escrow. SELLER is advised to seek legal counsel prior to acceptance of a subsequent offer, ~~unless the subsequent offer is~~
34 ~~contingent upon the termination of an existing contract.~~

35
36 ~~**SECURITY DEVICES** If property is equipped with security cameras or similar devices that are capable of audio~~
37 ~~recordings or broadcasts, SELLER must notify any prospective buyer, broker, or other party touring the property. If SELLER~~
38 ~~has any questions about the requirements of NRS 200.650, SELLER is advised to seek legal counsel.~~

39
40 **EQUAL HOUSING OPPORTUNITY** This Property is offered in compliance with federal, state and local
41 antidiscrimination laws.

42
43 **MUTUAL AGREEMENTS** If suit is brought to collect the commission ~~compensation~~ or if Broker successfully defends
44 any action brought against Broker by SELLER relating to this authorization or under any sales agreement relating to the
45 Property, SELLER agrees to pay all costs incurred by Broker in connection with such action, including a reasonable attorney's
46 fee.

47
48 **PROFESSIONAL CONSULTATION ADVISORY** A real estate Broker is qualified to advise on real estate. ~~The~~
49 SELLERS are advised to consult with appropriate professionals, including but not limited to, engineers, surveyors, appraisers,
50 lawyers, CPAs, or other professionals, on specific topics, including but not limited to, legal, tax, water rights and other
51 consequences of the sale of the Property.

52
53 **CODE OF ETHICS** ~~Not all real estate licensees are REALTOR(S)®. A REALTOR® is a member of the National~~
54 ~~Association of REALTORS® and therefore subscribes to a higher ethical standard in the industry, the REALTOR® Code of~~
ETHICS. REALTORS® are bound by NAR's Code of Ethics to always further clients' best interests. REALTORS®, for the pro-
tection of all parties, shall assure whenever possible that all agreements related to real estate transactions including, but not
limited to, listing and representation agreements, purchase contracts, and leases are in writing in clear and understandable lan-
guage expressing the specific terms, conditions, obligations and commitments of the parties. To receive a copy of the REAL-
TOR® Code of Ethics, ask your real estate professional or the local Association of REALTORS®.

1
2
3 **ADDITIONAL LISTING TERMS** _____
4 _____
5 _____
6 _____
7 _____
8
9 If this property is a Short Sale or becomes a Short Sale, SELLER, is advised to consult appropriate professionals.
10
11 SELLER _____ Dated _____
12
13 SELLER _____ Dated _____
14
15 SELLER _____ Dated _____
16
17 SELLER _____ Dated _____
18
19 Address _____ Phone _____ Fax _____
20
21 City/State/Zip _____ Email _____
22
23 Listing Office _____ Phone _____ Fax _____
24
25 Address _____ Email _____
26
27 City/State/Zip _____
28
29 Licensee Name _____ Licensee ~~Nevada~~ License # _____
30
31 Licensee Signature _____ Dated _____
32
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NOTICE OF REQUIRED REPAIRS



1 This written notice to the Offer and Acceptance Agreement dated _____, regarding the property located at
2 _____,
3 between _____ (BUYER)
4 and _____ (SELLER),
5 is being attached this date _____ and becomes effective when signed by all parties.

6
7 In accordance with the above referenced Offer and Acceptance Agreement, Buyer approves the inspection reports,
8 ☐ without any repairs or re-inspections, OR
9 ☐ subject to the following: SELLER shall have all agreed upon repairs completed no later than _____ days prior to Close of
10 Escrow. BUYER has the right to re-inspect no later than _____ days prior to Close of Escrow or ☐ waives re-inspections.

11 _____
12 _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____
29 _____
30 _____
31 _____

32
33 SELLER shall respond within five (5) business days.

34
35 BUYER: _____ Dated: _____ Time: _____
36
37 BUYER: _____ Dated: _____ Time: _____
38
39 BUYER: _____ Dated: _____ Time: _____
40
41 BUYER: _____ Dated: _____ Time: _____
42

43 SELLER acknowledges receipt of this Notice of Required Repairs and
44 ☐ agrees to all terms outlined; OR
45 ☐ signs this Notice subject to the attached Addendum.

46
47 SELLER: _____ Dated: _____ Time: _____
48
49 SELLER: _____ Dated: _____ Time: _____
50
51 SELLER: _____ Dated: _____ Time: _____
52
SELLER: _____ Dated: _____ Time: _____

DRAFT 1
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RESIDENTIAL OFFER AND ACCEPTANCE AGREEMENT



1 RECEIVED FROM _____
2 _____ (BUYER),
3 the amount set forth below as the EARNEST MONEY DEPOSIT on account of the PURCHASE PRICE OF
4 \$ _____ for the real property commonly described as
5 _____, situated in the ☐ City OR ☐ Unincorporated Area of
6 _____, County of _____, State of Nevada, APN _____ (Property)
7 legal description shall be supplied in escrow. BUYER ☐ does, ☐ does not intend to occupy the Property as a residence.
8
9 **EARNEST MONEY DEPOSIT (EMD)** Evidenced by ☐ Check or ☐ Wire Transfer or
10 ☐ other _____ payable to _____,
11 and then deposited **within two (2) OR _____ business days** of Acceptance,
12 with _____.
13 Authorized escrow holder to be selected by ☐ BUYER ☐ SELLER. \$ _____
14
15 **BALANCE OF CASH DOWN PAYMENT** (not including closing costs) \$ _____
16 Source of down payment _____.
17
18 **CASH PURCHASE** BUYER to provide evidence, satisfactory to SELLER, of sufficient cash
19 available to complete this purchase within _____ days of Acceptance.
20
21 **NEW FIRST LOAN: TYPE** ☐ Conventional ☐ FHA ☐ VA ☐ Rural ☐ Private \$ _____
22 ☐ Fixed Rate for _____ years. Interest not to exceed _____%.
23 ☐ Adjustable Rate for _____ years. Initial Interest not to exceed _____% maximum lifetime rate
24 not to exceed _____%.
25
26 **NEW SECOND LOAN: TYPE** ☐ Conventional ☐ Private \$ _____
27 ☐ Other _____
28 ☐ Fixed Rate for _____ years. Interest not to exceed _____%.
29 ☐ Adjustable Rate for _____ years. Initial Interest not to exceed _____% maximum lifetime rate
30 not to exceed _____%.
31
32 **BUYER** to lock loan terms within _____ days of Acceptance or BUYER agrees to pay prevailing rates.
33
34 **BUYER** to pay discount points not to exceed _____. **SELLER** to pay discount points not to
35 exceed _____. Any reduction in discount points at closing to be allocated proportionately.
36 Loan origination fee not to exceed _____% paid by ☐ BUYER ☐ SELLER.
37 **SELLER** agrees to pay up to \$ _____ in loan fees that BUYER cannot pay pursuant
38 to FHA or VA regulation.
39 All remaining loan fees shall be paid as required by law, ordinance and/or regulation.
40
41 **OTHER** (Specify in Additional Terms and Conditions or Financing Addendum): \$ _____
42
43 **TOTAL PURCHASE PRICE** in the sum of (not including closing costs): \$ _____
44
45 **CLOSING** Close of Escrow (COE) will occur on _____ or such earlier date as agreed in writing by Buyer and
46 Seller. The parties shall deposit, with the authorized escrow holder, all funds and instruments necessary to complete the
47 transaction in accordance with the terms in this Agreement.

Address _____

Buyer [_____/_____/_____] and Seller [_____/_____/_____] have read this page.
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SNR® 01/24
ROA 1/10

1 **DEFINITIONS** BROKER means cooperating Brokers and all Licensees. DAYS means calendar days unless otherwise
2 specified. In computing any period of time prescribed under this Agreement, the day of the event from which the designated
3 period of time begins to run shall not be included. The last day of the period so computed shall be included. BUSINESS
4 DAY means a day other than Saturday, Sunday, or legal holiday recognized in the state of Nevada. ACCEPTANCE or
5 DATE OF ACCEPTANCE means the date on which this Agreement and any other counter offers are fully executed and
6 delivered. DELIVERY or RECEIPT means personal delivery, transmission by Facsimile (Fax), electronic delivery, or
7 certified mail to BUYER, SELLER, Broker, or other representative. In the event of Fax, delivery shall be deemed to have
8 occurred at the time noted on the confirmation sheet generated by the sender's Fax. In the event of certified mail, delivery
9 and receipt shall be deemed to have occurred three (3) days following the date of mailing evidenced by the postmark on the
10 envelope containing the delivered material. In the event of electronic delivery, delivery and receipt shall be deemed to have
11 occurred as set forth in Nevada Revised Statutes (NRS) 719.320.

13 SATISFACTION OF CONTINGENCIES (BUYER Initial Required)

14 [] All contingencies shall be satisfied according to their terms within the time
15 limits specified, expire according to the time limits specified, or be waived in writing. If BUYER exercises their right to
16 terminate this Agreement under any contingency, BUYER is not in default and is entitled to a refund of the EMD, less
17 BUYER incurred expenses. If a contingency expires, it is waived. BUYER and SELLER shall cooperate in providing written
18 waivers of those contingencies.

20 LOAN APPLICATION REQUIREMENT (BUYER initial required if applying for a Loan)

21 []/[/]/[]/ [] **Within five (5) business days** of Acceptance, BUYER agrees to (1) submit a
22 completed loan application, including all documentation, to a lender of BUYER's choice and (2) furnish a pre-approval letter
23 to SELLER based upon a standard factual credit report, acceptable debt to income ratios and sufficient funds to complete the
24 transaction and (3) agrees to authorize ordering of the appraisal. If BUYER fails to complete any of the above requirements,
25 SELLER may terminate this Agreement **within two (2) business days** and EMD shall be returned to BUYER less BUYER
26 incurred expenses.

28 APPRAISAL

29 The Appraisal fee is to be paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____.

30 Any required appraisal re-inspections shall be paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____.

31 BUYER's Lender may require an appraisal. BUYER may elect to obtain an appraisal even if an appraisal waiver is available.

33 APPRAISAL CONTINGENCY (BUYER Initial Required)

| | | | | | | | | |
|----|---|-----------------|---|---|---|---|---------------|---|
| 34 | | Included | | | | | Waived | |
| 35 | [| / | / | / |] | [| / | / |

36 If the appraisal does not meet or exceed the purchase price or there are appraisal conditions, BUYER has the right to
37 exercise one of the following options within the contingency period:

- 38 (A) proceed with the transaction without regard to the amount of the appraised valuation or appraisal conditions; or
39 (B) renegotiate with the SELLER, provided that if such renegotiation is not successful within 3 business days, then either
40 party may terminate this Agreement upon written notice and EMD shall be returned to BUYER less BUYER incurred
41 expenses; or
42 (C) terminate this Agreement.

43 Parties acknowledge that FHA and VA guidelines may supersede this provision.

45 **APPRAISAL CONTINGENCY REMOVAL** Within _____ days of Acceptance, BUYER shall remove the appraisal
46 contingency.

48 LOAN CONTINGENCY REMOVAL (BUYER Initial Required)

49 **Included** **Waived**

50 [_____/_____/_____/_____] [_____/_____/_____/_____] Within ____ days of

51 Acceptance, BUYER shall remove the loan contingency.

52 BUYER consents to the lender's release of loan status and conditions of approval to SELLER and Brokers. SELLER has no
53 obligation to cooperate with BUYER's efforts to obtain any financing other than as specified in this Agreement.

Address _____

Buyer [_____] / [_____] / [_____] / [_____] and Seller [_____] / [_____] / [_____] / [_____] have read this page.
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ROA 2/10

1 **CONTINGENT ON SALE AND CONVEYANCE OF OTHER PROPERTY**

2 ☐ This Agreement **IS NOT** contingent upon the sale and conveyance of BUYER's property;

3 **OR**

4 ☐ This Agreement **IS** contingent upon the sale and conveyance of BUYER's property described as

5 _____ . **BUYER to select option A or B.**

6 A. ☐ BUYER's property is in escrow scheduled to close on or before _____. The sale of
7 BUYER's property is **not** contingent on the sale and conveyance of a third party's property.

8 **OR**

9 ☐ BUYER's property is in escrow scheduled to close on or before _____. The sale of
10 BUYER's property is contingent on the sale and conveyance of a third party's property.

11 B. ☐ BUYER's property is currently listed in the MLS System by a REALTOR®.

12 **OR**

13 ☐ BUYER's property shall be listed within _____ days in the MLS System by a REALTOR®.

14 If BUYER's property does not obtain an accepted offer within _____ days of this Acceptance with a
15 scheduled closing on or before _____, then this Agreement shall terminate unless
16 BUYER and SELLER otherwise agree in writing. BUYER shall not accept an offer contingent on the sale of
17 a third party's property without SELLER's written approval. If BUYER accepts an offer contingent on the
18 sale of a third party's property without SELLER's written approval, SELLER may terminate this
19 Agreement.
20

21 SELLER shall have the right to continue to offer this Property for sale and accept written backup offers only, subject to
22 BUYER's rights under this Agreement. If escrow on BUYER's property does not close on or before _____,
23 this Agreement shall terminate, unless BUYER and SELLER otherwise agree in writing, and the parties agree to cancel the
24 escrow and return the EMD to BUYER less BUYER incurred expenses.
25

26 BUYER shall provide information regarding the listing, the escrow, and related escrows for the contingent property,
27 including but not limited to, the closing date, loan status, inspections, and all additional contingencies on BUYER's property
28 within _____ days of each event. BUYER authorizes SELLER and Brokers to obtain updates on BUYER's listing or
29 escrow.
30

31 If any of the contingencies in the Contingent on Sale and Conveyance of Other Property section are not satisfied, SELLER
32 reserves the right to terminate this Agreement. If SELLER terminates this Agreement, the parties agree to cancel the escrow
33 and return the EMD to BUYER less BUYER incurred expenses.
34

35 **COMMON-INTEREST COMMUNITY DISCLOSURE**

36 The Property ☐ is or ☐ is not located in a Common-Interest Community (CIC).

37 If so, complete the following:

38 SELLER shall provide, at SELLER's expense, the CIC documents ("Resale Package(s)" including the statement of demand)
39 as required by NRS 116. SELLER shall order the Resale Package(s) **within five (5) days of Acceptance** and deliver to
40 BUYER upon receipt. BUYER is aware there may be additional CIC documents that may be ordered. BUYER is aware there
41 may be an inspection of the property by CIC management company. The amount of any delinquent assessments, including
42 penalties, attorney's fees, and other charges provided for in the management documents shall be paid current by SELLER at
43 COE.

44 [Seller is responsible for payment of recurring CIC dues until COE.](#)

45 [Upon COE BUYER is responsible for payment of recurring CIC dues.](#)

46 ~~Recurring CIC assessments levied shall be paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____~~

47 ~~Recurring CIC assessments levied, but not yet due, shall be paid by ☐ BUYER ☐ SELLER ☐ split equally~~

48 ~~☐ other _____~~

49 CIC Capital Contribution fees paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____.

50 All [other](#) CIC Association fees required for the transfer, [including but not limited to set-up fees and transfer fees](#), paid by ☐

51 BUYER ☐ SELLER ☐ split equally ☐ other _____.

52 Existing special CIC assessments levied shall be paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____.

53 Existing special CIC assessments levied, but not yet due, shall be paid by ☐ BUYER ☐ SELLER ☐ split equally

54 ☐ other _____.

55 BUYER shall have **five (5) days** from receipt of the Resale Package to review it. If BUYER does not approve the Resale
56 Package, then written notice to cancel must be given **within that same five (5) day period**.

1 **AREA RECREATION PRIVILEGES AND RULES** SELLER shall comply with CIC (including area recreation
2 privileges) rules regarding the return or transfer of any passes, identification cards, or keys for access to the CIC facilities
3 and general improvements. BUYER shall become familiar with the current CIC facilities and general improvement policies
4 regarding recreation privileges and associated costs prior to COE.

5
6 **VESTED TITLE** Title shall vest as designated in the escrow instructions.
7

8 **EXAMINATION OF TITLE** In addition to any encumbrances referred to in this Agreement, BUYER shall take title to
9 the Property subject to: (1) real estate taxes not yet due, and (2) Covenants, Conditions, & Restrictions (CC&Rs), rights of
10 way, and easements of record, if any, that do not materially affect the value or intended use of the Property. **Within two (2)**
11 **business days** of Acceptance, SELLER shall order a preliminary title report, and CC&Rs, if applicable. **Within five (5)**
12 **days** of BUYER's receipt of the preliminary title report and CC&Rs, BUYER's objections shall be delivered to SELLER's
13 Broker **within this five (5) day** period. Should BUYER object to any of the preliminary title report or CC&R's, SELLER
14 shall use due diligence to remove those objections prior to COE. If those objections cannot be removed, BUYER may elect
15 to purchase the Property, subject to the existing objections, or BUYER may elect to terminate all rights and obligations under
16 this Agreement. The EMD shall be returned to BUYER, less BUYER incurred expenses. If SELLER is unwilling or unable
17 to remove BUYER's objections, SELLER shall deliver written notification to BUYER's Broker **within ten (10) days** of
18 receipt.

19
20 **TITLE AND CLOSING COSTS**

21 ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____ shall pay for a (Standard) owner's policy of title
22 insurance.

23 ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____ shall pay for a (Standard) lender's policy of title
24 insurance.

25 BUYER is aware additional coverage policies are available. All costs associated with additional coverage policies to be paid
26 for by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____.

27 Escrow Fee to be paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____.

28 Transfer Tax(es) to be paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____.

29 All remaining closing costs shall be paid in the customary manner as required by law, ordinance and/or regulation.

30
31 **OMISSIONS FROM ESCROW INSTRUCTIONS** The omission from the escrow instructions of any provision in this
32 Agreement shall not preclude any party from enforcing that provision. All written representations and warranties shall
33 survive the conveyance of the Property.

34
35 **BONDS AND ASSESSMENTS (Other than CIC)** In the event there is a bond or assessment with a principal balance or
36 that requires settlement in full prior to COE, it shall be paid by ☐ SELLER ☐ BUYER ☐ assumed by BUYER if allowed
37 ☐ split equally ☐ other _____.

38
39 **PRORATION** Any and all rents, taxes, interest, homeowner association fees, payments on bonds, assessments and other
40 Property expenses, assumed by BUYER shall be prorated as of the date of recordation of the deed. Security deposits,
41 advance rentals, or considerations involving future lease credits shall be credited to BUYER at COE.

42
43 **REASSESSMENT OF PROPERTY TAX** BUYER is advised the Property may be reassessed in the future, which may
44 result in a tax increase or a tax decrease.

45
46 **HOME WARRANTY CONTRACT (BUYER Initial Required)**

47 **Included** **Waived**
48 [_____/_____/_____/_____] [_____/_____/_____/_____] A home warranty contract shall be
49 selected by ☐ BUYER ☐ SELLER and shall be paid for by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____.
50 The home warranty confirmation shall be delivered to escrow and become effective at COE for not less than one year, at a
51 price NOT to exceed \$ _____.

Address _____

Buyer [_____/_____/_____/_____] and Seller [_____/_____/_____/_____] have read this page.

1 **FIXTURES** All items permanently attached to the Property as of the date of this Agreement are included in the purchase
2 price and are free of liens. This includes, but is not limited to: light fixtures, attached floor coverings, attic fans, central
3 vacuum and related equipment, humidifier systems, evaporative cooling unit, non-portable dishwasher, drapes/curtains,
4 blinds/shades including rods/hardware, doors and window screens, storm sash, awnings, TV antennas, TV wall mounts,
5 satellite dishes, burglar, fire and smoke alarms and fire sprinklers, built-in pools/spas/saunas and related equipment, solar
6 systems, conforming woodstoves, intercom systems, water softener systems, water and air filtration systems, attached
7 fireplace screens, keyless entries, audio/video doorbell, electric garage door openers with controls, outdoor plants and trees
8 (other than in movable containers), **OTHER**

9 _____
10 _____
11 **EXCLUDING** _____
12 _____
13 _____

14 **PERSONAL PROPERTY** The following personal property, on the premises when inspected by BUYER is included in
15 the purchase price, free of liens, with no warranty or value implied: _____
16 _____
17 _____
18 _____

19 **SYSTEMS AND MAINTENANCE** Until possession of the Property is delivered, SELLER shall maintain the Property,
20 including but not limited to, all existing structures, landscaping, grounds, appliances and systems. SELLER agrees to deliver
21 the Property in a neat and clean condition, and remove all debris and personal belongings, **EXCLUDING:** _____
22 _____
23 _____

24 **DESTRUCTION OF IMPROVEMENTS** If the improvements of the Property are destroyed, materially damaged, or
25 found to be materially defective prior to COE, BUYER may terminate this Agreement by written notice delivered to
26 SELLER's Broker, and EMD shall be returned to BUYER less BUYER incurred expenses.
27 _____

28 **OIL AND PROPANE** If applicable, any oil or propane fuel existing at the time of Acceptance, allowing for normal use
29 up to COE, shall be ☐ purchased by BUYER ☐ included in the purchase price. If the fuel is purchased by BUYER,
30 SELLER shall contact the fuel company to measure the existing fuel **no later than five (5) days** prior to COE. The fuel
31 credit amount shall be submitted to Escrow for credit to SELLER. Buyer is responsible for any fuel contracts after close of
32 escrow.
33 _____

34 **SELLER'S REAL PROPERTY DISCLOSURE FORM (SRPD)** SELLER shall provide BUYER, at time of **written**
35 **acceptance**, a completed **SRPD** ~~which, by this reference, shall be incorporated into this Agreement~~. BUYER shall return an
36 acknowledged copy to SELLER or terminate this Agreement, in writing, **within four (4) business days of receipt**. SELLER
37 is required to disclose any new defects between the time the **SRPD** is executed and COE.
38 _____

39 **DISCLAIMER** BUYER understands that the **SRPD** is for disclosure purposes and is not a substitute for property
40 inspections by experts including, but not limited to, engineers, geologists, architects, general contractors, specialty
41 contractors such as roofing contractors, and pest control operators. BUYER is advised to retain any experts believed
42 appropriate. BUYER understands and acknowledges Brokers cannot warrant the condition of the Property or guarantee all
43 defects have been disclosed by SELLER. BUYER and SELLER acknowledge Brokers shall not investigate the status of
44 permits, location of Property lines, code compliance or any other Property condition.
45 _____

46 **ACCESS** SELLER agrees to provide reasonable access to the Property to BUYER, and inspectors, for inspections and
47 re-inspections and appraisal. SELLER agrees to have all utilities in service the day of any inspection and until COE. If this
48 transaction fails to close, the parties remain obligated to pay for inspections performed as agreed.

Address _____

Buyer [_____/_____/_____] and Seller [_____/_____/_____] have read this page.

1 **INSPECTION CONTINGENCY** BUYER has the right to inspect the Property, order all inspections, and select qualified
2 professionals including, but not limited to, licensed contractors, certified building inspectors, and any other qualified
3 professionals to inspect the Property.

4 BUYER shall indicate inspections to be included or waived in the list below. The following is not a comprehensive list of
5 possible inspections; therefore, BUYER should add any additional inspections necessary to satisfy BUYER under
6 "OTHER."

7 All inspections shall be completed and copies of all inspections shall be provided to BUYER and SELLER at no additional
8 expense

9 ☐ within _____ days of Acceptance; OR

10 ☐ within _____ days of other contingency: _____

11 Within the time specified above, BUYER shall deliver to SELLER, in writing, one of the following:

12 A. approval of the inspections without requiring any repairs; OR

13 B. approval of the inspections with a Notice of Required Repairs or an Addendum listing all required repairs. SELLER
14 shall respond in writing to BUYER's repair request **within five (5) business days** of delivery.

15 In the event SELLER fails to respond to BUYER'S written request within those five (5) business days, BUYER
16 may terminate this Agreement and EMD shall be returned to BUYER less BUYER incurred expenses.

17 Upon SELLER's written response, BUYER must respond in writing within two (2) business days or SELLER may
18 terminate this Agreement and EMD shall be returned to BUYER less BUYER incurred expenses; OR

19 C. termination of this Agreement. If BUYER terminates, BUYER is released from any and all obligations to SELLER,
20 and BUYER is entitled to a refund of the EMD, less BUYER incurred expenses.

21 If any inspection is not completed by the deadline, it is waived unless otherwise agreed to in writing. SELLER is released
22 from liability for the cost of repairs that inspection would have reasonably identified had it been conducted, except as
23 otherwise provided by law.

24 **INSPECTIONS**

| | Included | Waived | N/A | Paid By | |
|---|--------------------------|--------------------------|-------------------------------------|---|---------------------------------|
| 25 PEST INSPECTION | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 26 HOME INSPECTION | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 27 HEATING SYSTEM INSPECTION | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 28 COOLING SYSTEM INSPECTION | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 29 SURVEY Type _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 30 WELL QUALITY | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 31 WELL QUANTITY | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 32 SEPTIC LID LOCATION/REMOVAL | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 33 SEPTIC PUMPING | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 34 SEPTIC <u>SYSTEM</u> INSPECTION | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 35 <u>SEWER LINE INSPECTION</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 36 OIL TANK TEST Type _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 37 (If oil tank needs to be filled to perform test, | BUYER | | <input type="checkbox"/> shall, | <input type="checkbox"/> shall not reimburse SELLER.) | |
| 38 LEAD BASED PAINT ASSESSMENT OR INSPECTION | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 39 RADON INSPECTION | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 40 FIREPLACE INSPECTION | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 41 WOOD BURNING DEVICE INSPECTION | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 42 WOOD BURNING DEVICE CERTIFICATION (if required) | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |

43 Certification requires inspection. In the event device does not meet all applicable codes and/or laws, the cost of its removal
44 shall be the responsibility of SELLER. Stovepipe to be capped off at the ceiling or fireplace to be restored to working order
45 at SELLER's expense. If the property is located in the Lake Tahoe Basin, TRPA requires SELLER to provide BUYER the
46 Wood Heater Statement of Compliance prior to COE.

47 OTHER _____ ☐ ☐ ☐ BUYER ☐ SELLER

48
49 [_____/_____/_____/_____] (BUYER Initials) BUYER affirms the above selections.

50
51 **REPAIRS** SELLER understands that BUYER has not yet completed inspections, if any. BUYER reserves the right to
52 request repairs (1) identified by the inspections; (2) as allowed by Nevada law for SRPD related disclosures or newly
53 discovered defects; (3) or for repairs indicated on the Appraisal Report. SELLER reserves the right to refuse to complete

Address _____

Buyer [_____/_____/_____/_____] and Seller [_____/_____/_____/_____] have read this page.
ROA Page 6 of 10 This copyright protected form was created by REALTORS® of SNR.

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1 requested repairs, but understands BUYER then has the right to terminate this Agreement. For any repairs completed a copy
2 of all repair invoices and receipts shall be delivered to BUYER prior to COE. Brokers have no responsibility to assist in the
3 payment of any repairs, corrections or deferred maintenance on the Property. Items of general maintenance or items of
4 cosmetic nature, excluding conditions of safety, soundness, or security of the Property, not expressly addressed in this
5 Agreement, are deemed accepted by BUYER.

6 RE-INSPECTIONS (~~BUYER Initial Required~~)

7 Included Waived

8 _____] _____] SELLER shall have all agreed
9 upon repairs completed no later than _____ days prior to COE and BUYER shall have the right to re-inspect.

10 Re-inspections, if any, shall be paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____.

11

12 **LAND USE REGULATION** BUYER is advised the Property may be subject to the authority of the city, county, state,
13 federal governments, and/or various courts having jurisdiction. These governmental entities, from time to time, have adopted
14 and revised land use and environmental regulations that may apply to the Property. BUYER is advised to research the
15 possible effect of any applicable land use or environmental regulation. Brokers make no representations or warranties
16 regarding the existing permissible uses or future revisions to the land use regulations.

17

18 **ENVIRONMENTAL CONDITIONS** BUYER is advised the Property may be located in an area found to have special
19 flood hazards as indicated by FEMA, avalanche conditions, freezing temperatures, snow loads, seismic activity and/or
20 wildland fires. It may be necessary to purchase additional insurance in order to obtain a loan for the Property. For further
21 information, consult your lender, insurance carrier, or other appropriate agency. BUYER is advised to take all precautionary
22 measures to protect Property from damage due to freezing temperatures and snow loads after COE.

23

24 **WILDLIFE/LIVESTOCK** Nevada is home to livestock, wild and feral horses and burros, and other wildlife. Numerous
25 statutes and codes govern the management and protection of these animals and their relation to homeowners. BUYER is en-
26 couraged to contact appropriate authorities for further information.

27

28 **WATER METERS** BUYER may be required at a future date to incur the cost of installation of a water meter and/or
29 conversion to metered rates.

30

31 **WELLS** Many factors may affect the performance of a well system. If the Property includes a well, BUYER may be
32 required at some future date to incur the cost of connecting the Property to a public water system.

33

34 ADDITIONAL FEES Some areas may have additional fees or charges for the remediation of water systems.

35

36 **SEPTIC SYSTEMS** If the Property includes a septic system, BUYER may be required at some future date to incur the
37 cost of connecting the Property's plumbing to a public sewer system.

38 At COE, BUYER assumes all future costs associated with water meters, wells, and septic systems.

39

40 **PRIVATE ROADS** SELLER shall disclose if the Property shares a common road, access driveway, or right-of-way with
41 another property. If a road maintenance agreement exists, SELLER shall provide the agreement to BUYER.

42.

43 **WATER RIGHTS** Water rights, if any, shall be included with the Property unless specifically excluded by deed or
44 mutual agreement.

45

TAX DEFERRED EXCHANGE If BUYER or SELLER request to enter into a IRC tax deferred exchange for the Property, each party agrees to cooperate with the other in connection with the exchange, including the execution of documents deemed necessary to effectuate same. No party shall be obligated to delay the closing. All additional costs in connection with the exchange shall be borne by the party requesting it. No party shall be obligated to execute any note, contract, deed, or other document providing for any personal liability that would survive the exchange. The other party shall be indemnified and held harmless against any liability arising or that has arisen on account of the acquisition of ownership of the exchanged property.

53

Address _____

Buyer [/ /] and Seller [/ /] have read this page.

1 **ADDITIONAL TERMS AND CONDITIONS**

2 _____
3 _____
4 _____
5 _____
6 _____

7 **VERIFICATION OF INFORMATION** Any information relating to square footage, land or its use, and/or
8 improvements of the land are approximate or estimates only, and neither SELLER nor Brokers make any representation or
9 guarantee regarding their accuracy. Any oral or written representations by SELLER or Brokers regarding the age of
10 improvements, size, or square footage of a parcel or building, or the location of property lines, may not be accurate.
11 Apparent boundary line indicators such as fences, hedges, walls, or other barriers may not represent the true boundary lines.
12 Brokers are not obligated to investigate the status of permits, zoning, or code compliance. BUYER to satisfy any concerns
13 with conditions that are an important or critical element of the purchase decision. BUYER agrees they have not received or
14 relied upon any representation by Brokers or SELLER with respect to the condition of the Property not contained in this
15 Agreement. The information contained in the Multiple Listing Service (MLS), computer, advertisements, and feature sheets
16 pertaining to the Property are not warranted or guaranteed by Brokers. Errors and/or omissions in inputting information,
17 while uncommon, are possible. BUYER shall be responsible for verifying the accuracy of such information. Deposit of all
18 funds necessary to close escrow shall be deemed final acceptance of the Property. SELLER agrees to hold Brokers harmless
19 and to defend and indemnify them from any claim, demand, action, or proceeding resulting from any omission or alleged
20 omission by SELLER.

21
22 **FINAL WALKTHROUGH** BUYER shall have the right to a final walkthrough prior to COE.

23
24 **PHYSICAL POSSESSION** Physical possession of the Property with any keys to Property locks, community mailboxes,
25 alarms, and garage door openers shall be delivered to BUYER ☐ upon recordation of the deed; **OR** ☐ upon completion of
26 Agreement to Occupy After COE; **OR** ☐ per the terms of Residential Lease/Rental Agreement.

27
28 **NEVADA LAW TO APPLY** Nevada law shall apply to the interpretation and enforcement of this Agreement.

29
30 **MEDIATION** If a dispute arises out of or relates to this Agreement or its breach, the parties are aware the local
31 Association of REALTORS® has a Dispute Resolution Service (DRS) available. A DRS brochure is available upon request.

32
33 **ATTORNEY FEES** In the event either party is required to engage the services of an attorney to enforce this Agreement,
34 the prevailing party in any proceeding shall be entitled to an award of reasonable attorney's fees, legal expenses, and costs.

35
36 **CODE OF ETHICS** Not all real estate licensees are REALTOR(S)®. A REALTOR® is a member of the National
37 Association of REALTORS® and therefore subscribes to a higher ethical standard, known as the REALTOR® Code of
38 Ethics. To receive a copy of the REALTOR® Code of Ethics, ask your real estate professional or the local Association of
39 REALTORS®.

40
41 **PROFESSIONAL CONSULTATION ADVISORY** A real estate Broker is qualified to advise on real estate. The parties
42 are advised to consult with appropriate professionals including, but not limited to, engineers, surveyors, appraisers, lawyers,
43 CPAs, or other professionals on specific topics, including but not limited to, land use regulation, boundaries and setbacks,
square footage, physical condition, legal, tax, water rights, and other consequences of the transaction.

Address _____

1
2 **COUNTERPARTS AND SIGNATURES** BUYER and SELLER acknowledge and agree this Agreement may be
3 executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the
4 same instrument. BUYER and SELLER agree that this Agreement may be conducted by electronic delivery, and signatures
5 so transmitted shall be acceptable for all purposes. Signatures transmitted by electronic delivery shall be deemed original
6 signatures.

7
8 **SELLER DEFAULT** If SELLER defaults in the performance of this Agreement, BUYER shall have the right to recover
9 from SELLER all of BUYER's actual damages BUYER may suffer as a result of SELLER's default, and to pursue any and
10 all remedies available at law or in equity.

11
12 **BUYER DEFAULT** BUYER must initial only one of the following.

13 If BUYER defaults in the performance of this Agreement, SELLER shall have the right to:

14 **A.** [_____/_____] (**BUYER Initials**) Liquidated Damages: SELLER shall have the right to retain, as their sole
15 legal recourse, the EMD. BUYER and SELLER hereby acknowledge SELLER's actual damages would be difficult to
16 measure and that the EMD is a fair and reasonable estimate of such damages.

17 **OR**

18 **B.** [_____/_____] (**BUYER Initials**) Actual Damages: SELLER shall have the right to recover from BUYER all
19 of SELLER's actual damages that SELLER may suffer as a result of BUYER's default, and to pursue any and all
20 remedies available at law or in equity.

21
22 **THE FOLLOWING HAVE BEEN RECEIVED AND ACKNOWLEDGED BY BUYER:**

- 23 ☐ Duties Owed by a Nevada Real Estate Licensee
24 ☐ Consent to Act
25 ☐ Environmental Contact List
26 ☐ HUD Inspection For your Protection: Get a Home Inspection
27 ☐ Information Regarding Private Well and Septic System
28 ☐ [Lake Tahoe Basin Regional Disclosure](#)
29 ☐ Open Range Land Disclosure
30 ☐ Residential Disclosure Guide
31 ☐ Wire Fraud Advisory
32 ☐ Other _____
33 ☐ Other _____

34
35 **THE FOLLOWING ADDENDA AND EXHIBITS SHALL BE INCORPORATED**

- 36 ☐ Common Interest-Community Information Statement "Before You Purchase Property ..."
37 ☐ Lead-Based Paint Disclosure Statement (for properties built prior to 1978)
38 ☐ [Solar Information Disclosure](#)
39 ☒ ~~Open Range Land Disclosure~~
40 ☐ [Back Up Offer Addendum](#)
41 ☐ Residential/Lease Rental Agreement
42 ☐ Seller Financing Addendum (Residential)
43 ☐ Short Sale Addendum to the Offer and Acceptance Agreement
44 ☐ Agreement to Occupy After Close of Escrow
45 ☐ Used Manufactured/Mobile Home Disclosure
46 ☐ [TRPA Best Management Practices \(Tahoe Basin\)](#)
47 ☐ [TRPA Wood Heater Statement of Compliance \(Tahoe Basin\)](#)
48 ☐ Other _____
49 ☐ Other _____

50
51 **ENTIRE AGREEMENT** This Agreement and attachments contain the entire agreement of the parties and supersede all
52 prior agreements or representations with respect to the Property not expressly set forth in this Agreement. This Agreement
53 may only be modified in writing when signed and dated by the parties. BUYER acknowledges having read and approved all
provisions of this Agreement.

Address _____

ASSIGNMENT BUYER may not assign any of BUYER'S rights in this Agreement without prior written consent of
SELLER, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment in violation
of this Section shall be null and void. No assignment shall relieve the assigning party of any of its obligations under this
Agreement.

1 **SELLER** has agreed, by separate listing agreement, to pay real estate commissions for services rendered, at COE.
2 As published in the MLS, _____ % of the accepted price, or \$ _____, shall be paid to BUYER's real
3 estate brokerage, _____.

4
5 **TIME IS OF THE ESSENCE** Time is of the essence of this Agreement.

6 **EXPIRATION OF OFFER** Per NRS 645.254, all offers must be presented to SELLER. This Offer expires unless
7 accepted, including delivery to BUYER, or _____

8 on/or before _____ ☐ A.M. ☐ P.M. on _____.

9
10 BUYER _____ DATE _____ Time _____

11
12 BUYER _____ DATE _____ Time _____

13
14 BUYER _____ DATE _____ Time _____

15
16 BUYER _____ DATE _____ Time _____

17
18 **BUYER's Representation:**

19 BUYER's Licensee Name _____ BUYER Broker Name _____

20 BUYER's Licensee Nevada License # _____ BUYER's Broker Nevada License # _____

21 BUYER's Licensee Email _____ Brokerage Name _____

22 Phone _____ Fax _____ Office Address _____

23 City/State/Zip _____

24
25 BUYERS Licensee signature acknowledging receipt of EMD _____

26
27 **SELLER'S ACCEPTANCE, COUNTER OFFER OR REJECTION OF AGREEMENT**

28 SELLER acknowledges having read and approved each provision of this Agreement. Authorization is given to Brokers to
29 deliver a signed copy to BUYER and disclose the terms of the sale to members of the MLS or Association of REALTORS®
30 at COE.

31 [_____/_____/_____] SELLER warrants they have ~~has~~ the authority to sell the Property on the terms
32 and conditions stated in this Agreement.

33
34 **TAX WITHHOLDING (FIRPTA)** Unless the Property is acquired for use as a primary residence and is sold for no
35 more than \$300,000, SELLER agrees to provide BUYER with (a) Non-Foreign Seller Affidavit, or (b) Withholding
36 Certificate Form from the Internal Revenue Service stating that withholding is not required. In the event none of the
37 foregoing is applicable, BUYER requires a percentage of SELLER's proceeds to be escrowed to comply with the FOREIGN
38 INVESTMENT AND REAL PROPERTY TAX ACT (IRC 1445).

39
40 [_____/_____/_____] One or more SELLER ☐ is not a foreign person OR ☐ is a foreign person and
41 may be subject to FIRPTA withholding. If SELLER fails to comply with FIRPTA tax withholding, BUYER reserves the
42 right to cancel this Agreement and retain EMD.

43
44 **SELLER** shall check one of the following options, and date, time, and sign this Agreement.

45 ☐ **Acceptance of Offer** SELLER accepts this Offer.

46 ☐ **Counter Offer #1** SELLER signs this Offer subject to a Counter Offer #1 dated _____.

47 ☐ **Rejection** SELLER rejects the foregoing Offer.

48

Address _____

1 SELLER _____ DATE _____ Time _____
2
3 SELLER _____ DATE _____ Time _____
4
5 SELLER _____ DATE _____ Time _____
6
7 SELLER _____ DATE _____ Time _____
8

9 **SELLER's Representation:**

10 SELLER's Licensee Name _____ SELLER's Broker Name _____
11 SELLER's Licensee Nevada License # _____ SELLER's Brokers Nevada License # _____
12 Phone _____ Fax _____ Brokerage Name _____
13 SELLER's Licensee Email _____ Office Address _____
14 City/State/Zip _____
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DRAFT 4



SELLER FINANCING ADDENDUM (Residential)



1 This addendum to the Offer and Acceptance Agreement dated _____, regarding the property located at
 2 _____,
 3 between _____ (BUYER)
 4 and _____ (SELLER),
 5 is being attached this date _____ and becomes effective when signed by all parties.
 6
 7 SELLER warrants that SELLER is in compliance with all applicable state and federal consumer protection laws, including but not
 8 limited to, Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank), Truth in Lending Act (TILA), Secure and
 9 Fair Enforcement for Mortgage Lending Act (S.A.F.E.). SELLER is advised to seek the advice of legal counsel to resolve any
 10 questions regarding seller financing and/or requirements of the state and federal consumer protection laws.
 11
 12 **PRIVATE FINANCING TERMS**
 13 SELLER to carry ☐ First Note and Deed of Trust, ☐ Second Note and Deed of Trust, ☐ Other _____
 14 in the amount of \$ _____ ~~for a term of _____ years~~, with interest of _____ %, amortized over _____ years, all due and
 15 payable in _____ years. Note to include ☐ principal and interest, ☐ interest only, ☐ negative amortization. Note is payable at
 16 approximately \$ _____ per month ☐ or more.
 17 Note ☐ will, ☐ will not include a prepayment penalty.
 18 Taxes and insurance ☐ included, ☐ paid separately. Payment is due on _____ or before the _____ day of each
 19 month.
 20 ☐ prorated interest to be collected at close of escrow.
 21
 22 **OTHER TERMS AND CONDITIONS**
 23 Additional principal payments, balloon payments or other terms as follows: _____
 24 _____
 25 _____
 26
 27 **LATE CHARGE** Any payment not made within _____ days after it is due is subject to a late charge of \$ _____ or
 28 _____ % of the installment due.
 29
 30 **DUE ON SALE** If any interest in the property securing this obligation is sold or otherwise transferred without written consent of
 31 the holder, or if the obligor or the maker, without the written consent of the holder, substantially alters or damages the
 32 improvements, the holder of said note ☐ has, ☐ does not have the option to require immediate payment of the entire unpaid balance
 33 and accrued interest.
 34
 35 **PREPAYMENT** If all or part of the principal balance on this loan is paid prior to maturity, the BUYER ☐ will not, ☐ will have
 36 to pay a prepayment penalty as follows: _____.
 37
 38 **SUBORDINATION**
 39 ☐ Parties acknowledge there will be no subordination. ☐ Parties agree to subordination under the following terms:
 40 _____
 41
 42 **BALLOON PAYMENT** If any of the obligations secured by the property calls for a balloon payment, there are no assurances that
 43 new financing or a loan extension will be available when a balloon payment is due.
 44
 45 **DEFERRED INTEREST** results when BUYER's periodic payments are less than the amount of interest due on the obligation,
 46 sometimes referred to as "negative amortization," or when the obligation does not require periodic payments. This accrued interest
 47 will be paid by BUYER at a later time and may result in BUYER owing more at the time of payoff than at the time the loan
 48 originated. Said note ☐ does, ☐ does not contain deferred interest.
 49
 50 **INSURANCE** BUYER shall obtain and maintain hazard insurance in an amount equal to all liens or replacement cost of
 51 improvements, which ever is greater. BUYER shall name the holders of the secured loans as additional loss payees. Prior to close
 52 of escrow, BUYER shall deliver a certificate of insurance to SELLER

Address _____

BUYER [_____/_____/_____/_____] and SELLER [_____/_____/_____/_____] have read this page.

1 **DOCUMENT PREP FEES** Cost for preparation of documents shall be paid by ☐ BUYER ☐ SELLER ☐ split equally
2 ☐ other _____.
3 equally ☐ other _____.
4

5 **TAX SERVICE**

6 ☐ A tax service has been arranged to report to SELLER whether taxes have been paid on the property.
7 ☐ BUYER ☐ SELLER will be responsible for the continued retention and payment of such tax service, **or**
8 ☐ No provision has been made for a tax service. SELLER should consider retaining a tax service or otherwise determine that the
9 property taxes are paid.

10
11 **PAYMENT** The financing provides that the BUYER will make periodic payments to

12 ☐ SELLER; OR

13 ☐ Installment Collection Agency _____;

14 OR

15 ☐ Other _____ will be responsible for disbursing
16 payments to SELLER. Cost of the installment collection account setup to be paid by ☐ BUYER ☐ SELLER ☐ split equally
17 ☐ other _____ between the parties. Cost of monthly
18 fees to be paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____.
19

20 **REQUEST FOR NOTICE**

21 ☐ A request for Notice of Default is to be recorded. ☐ No provision for Notice of Default had been made.
22

23 **DEFAULT** SELLER's rights in the event of a default by the BUYER are governed by Nevada Revised Statutes Chapter 107 and
24 Chapter 40 which provide for deficiency judgments under certain circumstances. It is recommended that SELLER and BUYER
25 consult with an attorney concerning foreclosure rights and remedies and deficiency judgments.
26

27 **BUYERS' CREDIT WORTHINESS**

28 The following representations concerning the BUYER's credit worthiness and employment ~~have been~~ are being made by the
29 BUYER(s) to the SELLER(s):

30 Occupation(s) _____

31 Employer(s) _____

32 Length of Employment _____

33 Monthly Gross Income _____

34 Within five (5) days of Acceptance, BUYER(s) will provide to SELLER:

35 ☐ current credit report;

36 ☐ a financial statement;

37 ☐ last two year's Federal Tax returns

38 ☐ Other _____.
39

40 BUYER acknowledges that SELLER may contact employer for verification of employment and representations regarding
41 employment made herein.
42

43 Within ten (10) days of Acceptance, SELLER will provide BUYER written approval or disapproval of SELLER Financing.
44

45 All parties acknowledge they have not received or relied upon any statements or representations made to them by Broker regarding
46 availability of funds, or rate of interest at which funds might be available, when Buyer becomes obligated to refinance or pay off the
47 remaining balance of any loan pursuant to the terms of this agreement.
48

49 DATED: _____ TIME: _____ DATED: _____ TIME: _____

50
51 BUYER: _____ SELLER: _____

52
53 BUYER: _____ SELLER: _____

54
55 BUYER: _____ SELLER: _____

56
57 BUYER: _____ SELLER: _____



MULTI FAMILY (FOUR UNITS AND UNDER) OFFER AND ACCEPTANCE AGREEMENT



1 RECEIVED FROM _____
2 _____
3 (BUYER), the amount set forth below as EARNEST MONEY DEPOSIT on account of the PURCHASE PRICE OF
4 \$ _____, for the real property commonly described as
5 _____
6 situated in the ☐ City OR ☐ Unincorporated Area of _____, County of _____,
7 State of Nevada, consisting of _____ units, APN(s) _____
8 (legal description to be supplied in escrow).
9 _____
10 **PURCHASE TERMS**
11 **EARNEST MONEY DEPOSIT (EMD)**
12 To be deposited ☐ within two (2) business days or ☐ within _____ business days of the \$ _____
13 Date of Acceptance with Escrow Holder (as defined below).
14 The initial EMD shall be held by _____
15 subject to applicable statutes and regulations until SELLER's acceptance of this Agreement, at which
16 time said deposit shall be deposited with Escrow Holder and applied to the Purchase Price at Close of
17 Escrow (as defined below).
18 _____
19 **ADDITIONAL EMD**
20 The EMD shall be increased ☐ Within _____ days from Acceptance; OR \$ _____
21 ☐ Upon removal of all contingencies in writing; OR
22 ☐ Other _____
23 Additional EMD to be deposited with Escrow Holder and applied to the Purchase
24 Price at Close of Escrow (as defined below).
25 _____
26 **BALANCE OF CASH PAYMENT** (not including closing costs) \$ _____
27 Source of down payment _____
28 _____
29 **CASH PURCHASE** BUYER to provide evidence, satisfactory to SELLER, of sufficient cash available
30 to complete this purchase within _____ days of written acceptance.
31 _____
32 **FINANCING CONTINGENCIES** \$ _____
33 Existing First Note, terms and conditions per attached Existing Financing Addendum. \$ _____
34 Existing Second Note, terms and conditions per attached Existing Financing Addendum. \$ _____
35 **A) SELLER FINANCING**
36 Terms and conditions as specified per attached Seller Financing Addendum. \$ _____
37 **B) NEW LOAN**
38 TYPE ☐ Conventional ☐ FHA ☐ VA ☐ Rural ☐ Private \$ _____
39 ☐ Fixed Rate for _____ years. Interest not to exceed _____%.
40 ☐ Adjustable Rate for _____ years. Initial Interest not to exceed _____%
41 maximum lifetime rate not to exceed _____%.
42 Payment shall include: ☐ Interest only OR ☐ Principal and Interest
43 **C) NEW SECOND LOAN PROCEEDS:**
44 TYPE ☐ Conventional ☐ FHA ☐ VA ☐ Rural ☐ Private \$ _____
45 ☐ Fixed Rate for _____ years. Interest not to exceed _____%.
46 ☐ Adjustable Rate for _____ years. Initial Interest not to exceed _____%
47 maximum lifetime rate not to exceed _____%.
48 **BUYER** to lock loan terms within _____ days of acceptance or BUYER agrees to pay prevailing rates.
49 _____
50 **BUYER** to pay discount points not to exceed _____%. SELLER to pay discount points not to exceed _____%.
51 Any reduction in discount points at closing to be allocated proportionately.
52 Loan origination fee not to exceed _____% paid by ☐ BUYER ☐ SELLER.

Address _____

Buyer [_____/_____/_____] and Seller [_____/_____/_____] have read this page.

1 **SELLER** agrees to pay up to \$ _____ in fees which cannot be paid by the BUYER pursuant to FHA or VA regulation.
2 All remaining loan fees shall be paid as required by law, ordinance and/or regulation.
3
4 **OTHER** (Specify in Additional Terms and Conditions or attached Financing Addendums(s)) \$ _____
5
6 **TOTAL PURCHASE PRICE** \$ _____
7
8 Any net difference between the approximate balances of encumbrances (not including Closing costs) shown above which are to be
9 assumed or taken subject to, and the actual balances of said encumbrances at Close of Escrow, shall be adjusted in ☐ Cash,
10 ☐ Other _____.
11
12 **CLOSING** Close of Escrow (COE) ~~to be will occur~~ on _____ or such earlier date as agreed in writing by Buyer and
13 ~~Seller. Unless otherwise agreed upon in writing, COE shall not change from the originally agreed upon date.~~ The parties shall de-
14 posit, with the authorized escrow holder, all funds and instruments necessary to complete the transaction in accordance with the
15 terms in this Agreement.
16
17 **DEFINITIONS** **BROKER** means cooperating Brokers and all Licensees. **DAYS** means calendar days unless otherwise specified.
18 In computing any period of time prescribed under this Agreement, the day of the event from which the designated period of time
19 begins to run shall not be included. The last day of the period so computed shall be included. **BUSINESS DAY** means a day other
20 than Saturday, Sunday, or legal holiday recognized in the state of Nevada. **ACCEPTANCE** or **DATE OF ACCEPTANCE** means
21 the date on which this Agreement and any other counter offers are fully executed and delivered. **DELIVERY** or **RECEIPT** means
22 personal delivery, transmission by Facsimile (Fax), electronic delivery, or certified mail to BUYER, SELLER, Broker, or other
23 representative. In the event of Fax, delivery shall be deemed to have occurred at the time noted on the confirmation sheet generated
24 by the sender's Fax. In the event of certified mail, delivery and receipt shall be deemed to have occurred three (3) days following
25 the date of mailing evidenced by the postmark on the envelope containing the delivered material. In the event of electronic delivery,
26 delivery and receipt shall be deemed to have occurred as set forth in Nevada Revised Statutes (NRS) 719.320.
27
28 **SATISFACTION OF CONTINGENCIES (BUYER Initial Required)**
29 [_____/_____/_____/_____] All contingencies shall be satisfied according to their terms within the time limits
30 specified, expire according to the time limits specified, or be waived in writing. If BUYER exercises their right to terminate this
31 Agreement under any contingency, BUYER is not in default and is entitled to a refund of the EMD, less BUYER incurred
32 expenses. If a contingency expires, it is waived. BUYER and SELLER shall cooperate in providing written waivers of those
33 contingencies.
34
35 **LOAN APPLICATION REQUIREMENT (BUYER initial required if applying for a Loan)**
36 [_____/_____/_____/_____] **Within five (5) business days** of Acceptance, BUYER agrees to (1) submit a
37 completed loan application, including all documentation, to a lender of BUYER's choice and (2) furnish a pre-approval letter to
38 SELLER based upon a standard factual credit report, acceptable debt to income ratios and sufficient funds to complete the transac-
39 tion and (3) agrees to authorize ordering of the appraisal. If BUYER fails to complete any of the above requirements, SELLER may
40 terminate this Agreement **within two (2) business days** and EMD shall be returned to BUYER less BUYER incurred expenses.
41
42 **APPRAISAL**
43 The Appraisal fee is to be paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____.
44 Any required appraisal re-inspections shall be paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____.
45 BUYER's Lender may require an appraisal. BUYER may elect to obtain an appraisal even if an appraisal waiver is available.
46
47 **APPRAISAL CONTINGENCY (BUYER Initial Required)**
48

| | |
|-----------------|---------------|
| Included | Waived |
|-----------------|---------------|

49 [_____/_____/_____/_____] [_____/_____/_____/_____] The Appraisal fee is to be paid by ☐
50 BUYER ☐ SELLER ☐ split equally ☐ other _____.
51 If the appraisal does not meet or exceed the purchase price or there are appraisal conditions, BUYER has the right to exercise one
52 of the following options within the contingency period:
53 (A) proceed with the transaction without regard to the amount of the appraised valuation or appraisal conditions; or
54 (B) renegotiate with the SELLER, provided that if such renegotiation is not successful within 3 business days, then either party
55 may terminate this Agreement upon written notice and EMD shall be returned to BUYER less BUYER incurred expenses; or
(C) terminate this Agreement.

Address _____

Buyer [_____/_____/_____/_____] and Seller [_____/_____/_____/_____] have read this page.

1 Parties acknowledge that FHA and VA guidelines may supersede this provision.
2 Any required appraisal re-inspections shall be paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____
3
4 **APPRAISAL CONTINGENCY REMOVAL** Within _____ days of Acceptance, BUYER shall remove the appraisal
5 contingency.
6
7 **LOAN CONTINGENCY REMOVAL (BUYER Initial Required)**
8

| | |
|-----------------|---------------|
| Included | Waived |
|-----------------|---------------|

9

| | |
|--|--|
| [_____] / [_____] / [_____] [_____] / [_____] / [_____] [_____] / [_____] / [_____] Within _____ days of Acceptance, | |
|--|--|

10 BUYER shall remove the loan contingency.
11 BUYER consents to the lender's release of loan status and conditions of approval to SELLER and Brokers. SELLER has no obligation to cooperate with BUYER's efforts to obtain any financing other than as specified in this Agreement.
12
13
14 **CONTINGENT ON SALE AND CONVEYANCE OF OTHER PROPERTY**
15 ☐ This Agreement **IS NOT** contingent upon the sale and conveyance of BUYER's property;
16 **OR**
17 ☐ This Agreement **IS** contingent upon the sale and conveyance of BUYER's property described as _____ **BUYER to select option A or B.**
18
19 A. ☐ BUYER's property is in escrow scheduled to close on or before _____. The sale of BUYER's
20 property **is not** contingent on the sale and conveyance of a third party's property.
21 **OR**
22 ☐ BUYER's property is in escrow scheduled to close on or before _____. The sale of BUYER's
23 property **is** contingent on the sale and conveyance of a third party's property.
24 B. ☐ BUYER's property is currently listed in the MLS System by a REALTOR®.
25 **OR**
26 ☐ BUYER's property shall be listed within _____ days in the MLS System by a REALTOR®.
27 If BUYER's property does not obtain an accepted offer within _____ days of this Acceptance with a scheduled
28 closing on or before _____, then this Agreement shall terminate unless BUYER and
29 SELLER otherwise agree in writing. BUYER shall not accept an offer contingent on the sale of a third party's
30 property without SELLER's written approval. If BUYER accepts an offer contingent on the sale of a third party's
31 property without SELLER's written approval, SELLER may terminate this Agreement ~~and retain BUYER's~~
32 **EMD.**
33
34 SELLER shall have the right to continue to offer this Property for sale and accept written backup offers only, subject to BUYER's
35 rights under this Agreement. If escrow on BUYER's property does not close on or before _____, this Agreement
36 shall terminate, unless BUYER and SELLER otherwise agree in writing, and the parties agree to cancel the escrow and return the
37 EMD to BUYER less BUYER incurred expenses.
38
39 BUYER shall provide information regarding the listing, the escrow, and related escrows for the contingent property, including but
40 not limited to, the closing date, loan status, inspections, and all additional contingencies on BUYER's property within _____ days
41 of each event. BUYER authorizes SELLER and Brokers to obtain updates on BUYER's listing or escrow.
42
43 If any of the contingencies in the Contingent on Sale and Conveyance of Other Property section are not satisfied, SELLER reserves
44 the right to terminate this Agreement. If SELLER terminates this Agreement, the parties agree to cancel the escrow and return the
45 EMD to BUYER less BUYER incurred expenses.
46 **COMMON-INTEREST COMMUNITY DISCLOSURE**

1 The Property ☐ is ☐ is not located in a Common-Interest Community (CIC).
2 If so, complete the following:
3 SELLER shall provide, at SELLER's expense, the (CIC) documents ("Resale Package(s)" including the statement of demand) as
4 required by NRS 116.4109. SELLER shall order the Resale Package(s) **within five (5) days of Acceptance** and deliver ~~it~~ to BUY-
5 ER upon receipt. BUYER is aware there may be additional CIC documents that may be ordered. BUYER is aware there may be an
6 inspection of the property by CIC management company. The amount of any delinquent assessments, including penalties, attorney's
7 fees, and other charges provided for in the management documents shall be paid current by SELLER at COE.
8 Seller is responsible for payment of recurring CIC dues until COE.
9 Upon COE BUYER is responsible for payment of recurring CIC dues.
10 CIC Capital Contribution fees paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____
11 All other CIC Association fees required for the transfer, including but not limited to, set-up fees and transfer fees paid by
12 ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____
13 ~~CIC Association set up fees paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other~~
14 ~~Other CIC Association fees related to the transfer of the (CIC) shall be paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other~~
15 _____
16 Existing special CIC assessments levied shall be paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____
17 Existing special CIC assessments levied, but not yet due, shall be paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____
18 BUYER shall have **five (5) days** from receipt of the Resale Package to review it. If BUYER does not approve the Resale Package,
19 then written notice to cancel must be given **within that same five (5) day period**.
20
21 **AREA RECREATION PRIVILEGES AND RULES** SELLER shall comply with CIC (including area recreation privileges)
22 rules regarding the return or transfer of any passes, identification cards, or keys for access to the CIC facilities and general
23 improvements. BUYER shall become familiar with the current CIC facilities and general improvement policies regarding recreation
24 privileges and associated costs prior to COE.
25
26 **VESTED TITLE** Title shall vest as designated in Escrow Instructions.
27
28 **EXAMINATION OF TITLE** In addition to any encumbrances referred to in this Agreement, BUYER shall take title to the
29 Property subject to: (1) real estate taxes not yet due, and (2) Covenants, Conditions, & Restrictions (CC&Rs), rights of way, and
30 easements of record, if any, that do not materially affect the value or intended use of the Property. **Within two (2) business days of**
31 **Acceptance**, SELLER shall order a preliminary title report, and CC&Rs, if applicable. **Within five (5) days** of BUYER's receipt of
32 the preliminary title report and CC&Rs, BUYER's objections shall be delivered to SELLER's Broker **within this five (5) day**
33 **period**. Should BUYER object to any of the preliminary title report or CC&R's, SELLER shall use due diligence to remove those
34 objections prior to COE. If those objections cannot be removed, BUYER may elect to purchase the Property, subject to the existing
35 objections, or BUYER may elect to terminate all rights and obligations under this Agreement. The EMD shall be returned to
36 BUYER, less BUYER incurred expenses. If SELLER is unwilling or unable to remove BUYER's objections, SELLER shall deliver
37 written notification to BUYER's Broker **within ten (10) days of** receipt.
38
39 **TITLE AND CLOSING COSTS**
40 ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____ shall pay for a (Standard) owner's policy of title insurance.
41 ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____ shall pay for a (Standard) lender's policy of title insurance.
42 BUYER is aware additional coverage policies are available. All costs associated with additional coverage policies to be paid for by
43 ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____.
44 Escrow Fee to be paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____.
45 Transfer Tax(es) to be paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____.
46 All remaining closing costs shall be paid in the customary manner as required by law, ordinance and/or regulation.
47
48 **OMISSIONS FROM ESCROW INSTRUCTIONS** The omission from the escrow instructions of any provision in this
49 Agreement shall not preclude any party from enforcing that provision. All written representations and warranties shall survive the
50 conveyance of the Property.
51
52 **BONDS AND ASSESSMENTS (Other than CIC)** In the event there is a bond or assessment with a principal balance or that
53 requires settlement in full prior to COE, it shall be paid by ☐ SELLER ☐ BUYER ☐ assumed by BUYER if allowed ☐ split
54 ☐ equally ☐ other _____.
55

PRORATION Any and all rents, taxes, interest, homeowner association fees, payments on bonds, assessments and other

Address _____

Buyer [_____/_____/_____] and Seller [_____/_____/_____] have read this page.

1 Property expenses, assumed by BUYER shall be prorated as of the date of recordation of the deed. Security deposits, advance
2 rentals, or considerations involving future lease credits shall be credited to BUYER at COE.

3
4 **REASSESSMENT OF PROPERTY TAX** BUYER is advised the property may be reassessed in the future, which may result in
5 a tax increase or decrease.

6
7 **HOME WARRANTY CONTRACT (BUYER Initial Required)**
8 **Included** **Waived**

9 [_____/_____/_____] [_____/_____/_____] A home warranty contract shall be
10 selected by ☐ BUYER ☐ SELLER and shall be paid for by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____.
11 The home warranty confirmation shall be delivered to escrow and become effective at COE for not less than one year, at a price
12 NOT to exceed \$ _____.
13

14 **FIXTURES** All items permanently attached to the Property as of the date of this Agreement are included in the purchase price
15 and are free of liens. This includes, but is not limited to: light fixtures, attached floor coverings, attic fans, central vacuum and
16 related equipment, humidifier systems, evaporative cooling unit, non-portable dishwasher, drapes/curtains, blinds/shades including
17 rods/hardware, doors and window screens, storm sash, awnings, TV antennas, TV wall mounts, satellite dishes, burglar, fire and
18 smoke alarms and fire sprinklers, built-in pools/spas/saunas and related equipment, solar systems, conforming woodstoves, inter-
19 com systems, water softener systems, water and air filtration systems, attached fireplace screens, keyless entries, audio/video
20 doorbell, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), **OTHER** _____
21 _____
22 _____

23 **EXCLUDING** _____
24 _____
25

26 **PERSONAL PROPERTY** The following personal property, on the premises when inspected by BUYER is included in the
27 purchase price, free of liens, with no warranty or value implied: _____
28 _____
29 _____
30

31 **SYSTEMS AND MAINTENANCE** Until possession of the Property is delivered, SELLER shall maintain the Property,
32 including but not limited to, all existing structures, landscaping, grounds, appliances and systems. SELLER agrees to deliver the
33 Property in a neat and clean condition, and remove all debris and personal belongings, **EXCLUDING:** _____
34 _____
35

36 **DESTRUCTION OF IMPROVEMENTS** If the improvements of the Property are destroyed, materially damaged, or found to
37 be materially defective prior to COE, BUYER may terminate this Agreement by written notice delivered to SELLER's Broker, and
38 EMD shall be returned to BUYER less BUYER incurred expenses.
39

40 **OIL AND PROPANE** If applicable, any oil or propane fuel existing at the time of Acceptance, allowing for normal use up to
41 COE, shall be ☐ purchased by BUYER ☐ included in the purchase price. If the fuel is purchased by BUYER, SELLER shall
42 contact the fuel company to measure the existing fuel **no later than five (5) days** prior to COE. The fuel credit amount shall be
43 submitted to Escrow for credit to SELLER. Buyer is responsible for any fuel contracts after close of escrow.
44

45 **SELLER'S REAL PROPERTY DISCLOSURE FORM (SRPD)** SELLER shall provide BUYER, **at time of written**
46 **acceptance**, a completed **SRPD** ~~which, by this reference, shall be incorporated into this Agreement~~. BUYER shall return an
47 acknowledged copy to SELLER or terminate this Agreement, in writing, **within four (4) business days of receipt**. SELLER is
48 required to disclose any new defects between the time the **SRPD** is executed and COE.
49

50 **DISCLAIMER** BUYER understands that the **SRPD** is for disclosure purposes and is not a substitute for property inspections by
51 experts including, but not limited to, engineers, geologists, architects, general contractors, specialty contractors such as roofing
52 contractors, and pest control operators. BUYER is advised to retain any experts believed appropriate. BUYER understands and
53 acknowledges Brokers cannot warrant the condition of the Property or guarantee all defects have been disclosed by SELLER.
54 BUYER and SELLER acknowledge Brokers shall not investigate the status of permits, location of Property lines, code compliance
55 or any other Property condition.

56 **ACCESS** SELLER agrees to provide reasonable access to the Property to BUYER, and inspectors, for inspections and re-

Address _____

Buyer [_____/_____/_____] and Seller [_____/_____/_____] have read this page.

1 inspections and appraiser. SELLER agrees to have all utilities in service the day of any inspection and until COE. If this transaction
2 fails to close, the parties remain obligated to pay for inspections performed as agreed.

3
4 **PHYSICAL INSPECTIONS CONTINGENCY** BUYER has the right to inspect the Property, order all inspections, and select
5 qualified professionals including, but not limited to, licensed contractors, certified building inspectors, and any other quali-
6 fied professionals to inspect the Property.

7 BUYER shall indicate inspections to be included or waived in the list below. The following is not a comprehensive list of possible
8 inspections; therefore, BUYER should add any additional inspections necessary to satisfy BUYER under "OTHER."

9 All inspections shall be completed and copies of all inspections shall be provided to BUYER and SELLER at no additional expense

10 ☐ within _____ days of Acceptance; OR

11 ☐ within _____ days of other contingency: _____

12 Within the time specified above, BUYER shall deliver to SELLER, in writing, one of the following:

13 A. approval of the inspections without requiring any repairs; OR

14 B. approval of the inspections with a Notice of Required Repairs or an Addendum listing all required repairs. SELLER shall
15 respond in writing to BUYER's repair request **within five (5) business days** of delivery; OR

16 C. termination of this Agreement. If BUYER terminates, BUYER is released from any and all obligations to SELLER, and
17 BUYER is entitled to a refund of the EMD, less BUYER incurred expenses.

18 If any inspection is not completed by the deadline, it is waived unless otherwise agreed to in writing. SELLER is released from
19 liability for the cost of repairs that inspection would have reasonably identified had it been conducted, except as otherwise provided
20 by law.

| 21 | 22 INSPECTIONS | Included | Waived | N/A | Paid By | |
|----|---|--------------------------|--------------------------|-------------------------------------|--------------------------------|---------------------------------|
| 23 | PEST INSPECTION | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 24 | HOME INSPECTION | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 25 | HEATING SYSTEM INSPECTION | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 26 | COOLING SYSTEM INSPECTION | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 27 | SURVEY Type _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 28 | WELL QUALITY | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 29 | WELL QUANTITY | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 30 | SEPTIC LID LOCATION/REMOVAL | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 31 | SEPTIC PUMPING | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 32 | SEPTIC <u>SYSTEM</u> INSPECTION | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 33 | <u>SEWER LINE INSPECTION</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 34 | FIREPLACE INSPECTION | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 35 | WOOD BURNING DEVICE INSPECTION | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 36 | WOOD BURNING DEVICE CERTIFICATION (if required) | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |

37 Certification requires inspection. In the event device does not meet all applicable codes and/or laws, the cost of its removal shall
38 be the responsibility of SELLER. Stovepipe to be capped off at the ceiling or fireplace to be restored to working order at
39 SELLER's expense. If the property is located in the Lake Tahoe Basin, TRPA requires SELLER to provide BUYER the Wood
40 Heater Statement of Compliance prior to COE.

| | | | | | | |
|----|--|--------------------------|---------------------------------------|---|--------------------------------|---------------------------------|
| 41 | OIL TANK TEST Type | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 42 | (If oil tank needs to be filled to a perform test, | | BUYER <input type="checkbox"/> shall, | <input type="checkbox"/> shall not reimburse SELLER.) | | |
| 43 | LEAD BASED PAINT ASSESSMENT OR INSPECTION | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 44 | RADON INSPECTION | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 45 | Need to get the new language regarding the MUST have radon inspection for a particular loan type—ask Chris Kelly at UNR. | | | | | |
| 46 | OTHER _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 47 | OTHER _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |

48
49 [_____/_____/_____/_____] (BUYER Initials) BUYER affirms the above selections.
50

51 **REPAIRS** SELLER understands that BUYER has not yet completed inspections, if any. BUYER reserves the right to request
52 repairs (1) identified by the inspections; (2) as allowed by Nevada law for SRPD related disclosures or newly discovered defects;
53 (3) or for repairs indicated on the Appraisal Report. SELLER reserves the right to refuse to complete requested repairs, but
54 understands BUYER then has the right to terminate this Agreement. For any repairs completed a copy of all repair invoices and
55 receipts shall be delivered to BUYER prior to COE. Brokers have no responsibility to assist in the payment of any repairs,
56 corrections or deferred maintenance on the Property. Items of general maintenance or items of cosmetic nature, excluding
57 conditions of safety, soundness, or security of the Property, not expressly addressed in this Agreement, are deemed accepted by
Address _____

Buyer [_____/_____/_____/_____] and Seller [_____/_____/_____/_____] have read this page.

1 BUYER.
2 **RE-INSPECTIONS (BUYER Initial Required)**
3 ~~Included~~ ~~Waived~~
4 ~~SELLER shall have all agreed upon~~
5 ~~repairs completed no later than~~ ~~days prior to COE and BUYER shall have the right to re inspect.~~
6 Re-inspections, if any, shall be paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____.
7
8 **EXISTING CONDITIONS** BUYER acknowledges purchasing, subject to required repairs, replacements, corrections of
9 conditions, the property in its "As Is — Where Is, Existing Condition" and will, by the time called for herein, make or have waived
10 all inspections of the property that BUYER believes are necessary to protect its own interest in, and its contemplated use of, the
11 property. BUYER and SELLER acknowledge that, except as otherwise stated in this Agreement, no representations, inducements,
12 promises, agreements, assurances, oral or written, concerning the property, or any aspect of OSHA, and FEMA laws or any other
13 act, ordinance of law, have been made be either BUYER, SELLER or Broker, or relied upon by either party.
14
15 **LAND USE REGULATION** BUYER is advised the property may be subject to the authority of the federal government, state,
16 county, city and/or the various courts having jurisdiction. These governmental entities, from time to time, have adopted and revised
17 land use and environmental regulations that may apply to the property. Due to the uncertain effect of land use and environmental
18 regulations that may apply to the property and may affect BUYER's intended use of the property. Broker makes no representations
19 or warranties regarding the existing permissible uses or future revisions to the land use regulations.
20
21 **ENVIRONMENTAL CONDITIONS** BUYER is advised the Property may be located in an area found to have special flood
22 hazards as indicated by FEMA, avalanche conditions, freezing temperatures, snow loads, seismic activity and/or wildland fires. It
23 may be necessary to purchase additional insurance in order to obtain a loan for the Property. For further information, consult your
24 lender, insurance carrier, or other appropriate agency.
25
26 **WILDLIFE/LIVESTOCK** Nevada is home to livestock, wild and feral horses and burros, and other wildlife. Numerous statutes
27 and codes govern the management and protection of these animals and their relation to homeowners. BUYER is encouraged to
28 contact appropriate authorities for further information.
29
30 **IMPACT FEES** Pursuant to NRS, BUYER of real property, for or under, development is hereby informed that such property
31 may be subject to impact fees which have been or will be imposed by governmental agencies.
32
33 **WATER METERS** BUYER may be required, at some future date, to incur the costs of installation of water meters and/or
34 conversion to metered rates.
35
36 **WELLS** Many factors may affect the performance of a well system. If the Property includes a well, BUYER may be required at
37 some future date to incur the cost of connecting the Property to a public water system.
38
39 **ADDITIONAL FEES** Some areas may have additional fees or charges for the remediation of water systems.
40
41 **SEPTIC SYSTEMS** If the Property includes a septic system, BUYER may be required at some future date to incur the cost of
42 connecting the Property's plumbing to a public sewer system. At COE, BUYER assumes all future costs associated with water
43 meters, wells, and septic systems.
44
45 **PRIVATE ROADS** SELLER shall disclose if the Property shares a common road, access driveway, or right-of-way with
46 another property. If a road maintenance agreement exists, SELLER shall provide the agreement to BUYER.
47
48 **WATER RIGHTS** Water rights, if any, shall be included with the Property unless specifically excluded by deed or mutual
49 agreement.
50
51 **SMOKE DETECTORS** In accordance with local ordinance, smoke detectors shall be installed and working at the expense of the
52 ☐ BUYER ☐ SELLER. If required, smoke detectors shall be inspected by the appropriate City or County agency prior to COE

Address _____

Buyer [_____] and Seller [_____] have read this page.
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1 and a compliance report obtained.

2 **SELLER'S OBLIGATIONS**

3 1. SELLER shall deliver to BUYER the following checked items, within _____ days of Acceptance:

- 4 ☐ A) A rent roll, including: name of tenant(s); move-in date; date of rental agreement; amount and types of deposits;
5 original rent; current rent; date of last rent increase; date of next scheduled rent increase;
6 ☐ B) Copies of all rental agreements, check-in lists and rental applications;
7 ☐ C) Prior _____ years and year to date statements of rental income and expenses;
8 ☐ D) An inventory list of all personal property including items such as furniture and furnishings and any other
9 personal property owned by SELLER and used in the operation of the property. This inventory will become
10 an integral part of this agreement. Personal property to be transferred by Warranty Bill of Sale in Favor of
11 BUYER at closing:
12 ☐ E) Copy of current business license, operating permit or equivalent governmental authorization for the use of the
13 subject property as required from the appropriate municipal, county and/or state agency;
14 ☐ F) Copy of current Certificate of Occupancy for the subject property, as required for new construction;
15 ☐ G) Estoppel Certificates form for each unit provided by BUYER;
16 ☐ H) Maintenance contracts
17 ☐ I) List of Leased Equipment
18 ☐ J) SELLER to provide copies of any common road maintenance agreement
19 ☐ K) Other _____
20 ☐ L) Other _____

21
22 This contract is contingent upon BUYER approving above items within _____ days after the last of the items is delivered to
23 BUYER.

24
25 BUYER is aware that a business license and safety inspections may be required by the local municipality.
26

27 **TAX DEFERRED EXCHANGE** If BUYER or SELLER request to enter into a IRC tax deferred exchange for the Property,
28 each party agrees to cooperate with the other in connection with the exchange, including the execution of documents deemed
29 necessary to effectuate same. No party shall be obligated to delay the closing. All additional costs in connection with the exchange
30 shall be borne by the party requesting it. No party shall be obligated to execute any note, contract, deed, or other document
31 providing for any personal liability that would survive the exchange. The other party shall be indemnified and held harmless against
32 any liability arising or that has arisen on account of the acquisition of ownership of the exchanged property.
33

34
35 **ADDITIONAL TERMS AND CONDITIONS:**

36 _____
37 _____
38 _____
39 _____
40 _____
41 _____
42

43 **VERIFICATION OF INFORMATION** Any information relating to square footage, land or its use, and/or improvements of the
44 land are approximate or estimates only, and neither SELLER nor Brokers make any representation or guarantee regarding their
45 accuracy. Any oral or written representations by SELLER or Brokers regarding the age of improvements, size, or square footage of
46 a parcel or building, or the location of property lines, may not be accurate. Apparent boundary line indicators such as fences,
47 hedges, walls, or other barriers may not represent the true boundary lines. Brokers are not obligated to investigate the status of
48 permits, zoning, or code compliance. BUYER to satisfy any concerns with conditions that are an important or critical element of
49 the purchase decision. BUYER agrees they have not received or relied upon any representation by Brokers or SELLER with respect
50 to the condition of the Property not contained in this Agreement. The information contained in the Multiple Listing Service,
51 computer, advertisements, and feature sheets pertaining to the Property are not warranted or guaranteed by Brokers. Errors and/or
52 omissions in inputting information, while uncommon, are possible. BUYER shall be responsible for verifying the accuracy of such
53 information. Deposit of all funds necessary to close escrow shall be deemed final acceptance of the Property. SELLER agrees to
54 hold Brokers harmless and to defend and indemnify them from any claim, demand, action, or proceeding resulting from any
55 omission or alleged omission by SELLER.
56

FINAL WALKTHROUGH BUYER shall have the right to a final walkthrough prior to COE.

Address _____

Buyer [_____/_____/_____] and Seller [_____/_____/_____] have read this page.

1 **PHYSICAL POSSESSION** Physical possession of the Property with any keys to Property locks, community mailboxes, alarms,
2 and garage door openers shall be delivered to BUYER ☐ upon recordation of the deed; **OR** ☐ Short Term Agreement to Occupy
3 After COE; **OR** ☐ Residential Lease/Rental Agreement.

4
5 **NEVADA LAW TO APPLY** Nevada law shall apply to the interpretation and enforcement of this Agreement.

6
7 **MEDIATION** If a dispute arises out of or relates to this Agreement or its breach, the parties are aware the local Association of
8 REALTORS® has a Dispute Resolution Service (DRS) available. A DRS brochure is available upon request.

9
10 **ATTORNEY FEES** In the event either party is required to engage the services of an attorney to enforce this Agreement, the
11 prevailing party in any proceeding shall be entitled to an award of reasonable attorney's fees, legal expenses, and costs.

12
13 **CODE OF ETHICS** Not all real estate licensees are REALTOR(S)®. A REALTOR® is a member of the National Association of
14 REALTORS® and therefore subscribes to a higher ethical standard, known as the REALTOR® Code of Ethics. To receive a copy of
15 the REALTOR® Code of Ethics, ask your real estate professional or the local Association of REALTORS®.

16
17 **PROFESSIONAL CONSULTATION ADVISORY** A real estate Broker is qualified to advise on real estate. The parties are
18 advised to consult with appropriate professionals including, but not limited to, engineers, surveyors, appraisers, lawyers, CPAs, or
19 other professionals on specific topics, including but not limited to, land use regulation, boundaries and setbacks, square footage,
20 physical condition, legal, tax, water rights, and other consequences of the transaction.

21
22 **COUNTERPARTS AND SIGNATURES** BUYER and SELLER acknowledge and agree this Agreement may be executed in
23 counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
24 BUYER and SELLER agree that this Agreement may be conducted by electronic delivery, and signatures so transmitted shall be
25 acceptable for all purposes. Signatures transmitted by electronic delivery shall be deemed original signatures.

26
27 **21. [_____/_____/_____/_____] LIQUIDATED DAMAGES** If BUYER fails to complete the purchase of the
28 Property as provided by this Agreement by reason of any default of BUYER, SELLER shall be released from the obligation
29 to sell the Property to BUYER and may proceed against BUYER upon any claim or remedy which SELLER may have in law
30 or equity; or BUYER and SELLER acknowledge and agree that it would be impractical and/or extremely difficult to fix or
31 establish actual damages sustained by SELLER as a result of such a default by BUYER and agree the ☐ Amount of Deposit
32 (s), or ☐ \$ _____ made by BUYER is a reasonable approximation. Accordingly, in the event BUYER defaults in the
33 performance of this Agreement, the above stated amount shall constitute and be deemed to be the agreed amount and
34 liquidated damages of SELLER and shall be forfeited by BUYER to SELLER. SELLER agrees to waive all other remedies
35 against BUYER which SELLER might otherwise have in law or equity by reason of such default by BUYER.

36
37 ~~*(Both BUYER and SELLER must initial "agrees" for Liquidated Damages to be part of this Agreement.)*~~

38
39 ~~☐ [_____/_____/_____/_____] Buyer agrees. ☐ [_____/_____/_____/_____] Buyer does not agree.~~

40
41 ~~☐ [_____/_____/_____/_____] Seller agrees. ☐ [_____/_____/_____/_____] Seller does not agree.~~

42
43
44 ~~If BUYER and SELLER do not agree to Liquidated Damages set forth above, and in the event of BUYER's breach or~~
45 ~~default, SELLER retains the rights and remedies which SELLER may have in law or equity.~~

46
47 ~~**22. MEDIATION OF DISPUTES** If a dispute arises out of or relates to this Agreement, or its breach, by initialing in~~
48 ~~the spaces below, BUYER and SELLER agree to first try in good faith to settle the dispute by nonbinding mediation~~
49 ~~under the Commercial Mediation Rules of the American Arbitration Association, before resorting to court action or~~
50 ~~binding arbitration.~~

51 If a dispute arises out of or relates to this Agreement, or its breach, the parties are aware that the local Association of
52 REALTORS® has a Dispute Resolution Service (DRS) available. A DRS brochure is available upon request.
53 Alternatively parties may seek mediation services through the American Arbitration Association.

54
Address _____
Buyer [_____/_____/_____/_____] and Seller [_____/_____/_____/_____] have read this page.
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(Both BUYER and SELLER must initial "agrees" for Mediation to be part of this Agreement.)

☐ _____ / _____ Buyer agrees. ☐ _____ / _____ Buyer does not agree.

☐ _____ / _____ Seller agrees. ☐ _____ / _____ Seller does not agree.

~~**23. ARBITRATION OF DISPUTES** Any dispute or claim in law or equity arising out of this Agreement will be decided by neutral binding arbitration in accordance with prevailing law and applicable court rules. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. BUYER and SELLER will have the right to discovery as per attached *Arbitration of Disputes Addendum*.~~

(Both BUYER and SELLER must initial "agrees" for Arbitration to be part of this Agreement.)

☐ _____ / _____ Buyer agrees. ☐ _____ / _____ Buyer does not agree.

☐ _____ / _____ Seller agrees. ☐ _____ / _____ Seller does not agree.

THE FOLLOWING HAVE BEEN RECEIVED AND ACKNOWLEDGED BY BUYER:

- ☐ Duties Owed by a Nevada Real Estate Licensee
- ☐ Consent to Act
- ☐ Environmental Contact List
- ☐ HUD Inspection For your Protection: Get a Home Inspection
- ☐ Information Regarding Private Well and Septic System
- ☐ [Open Range Land Disclosure](#)
- ☐ Residential Disclosure Guide
- ☐ Wire Fraud Advisory
- ☐ Other _____
- ☐ Other _____

THE FOLLOWING ADDENDA AND EXHIBITS ARE ATTACHED AND INCORPORATED

- ☐ Common Interest-Community Information Statement "Before You Purchase Property ..."
- ☐ Lead-Based Paint Disclosure Statement (for properties built prior to 1978)
- ☐ [Solar Information Disclosure](#)
- ~~☐ [Open Range Land Disclosure](#)~~
- ☐ [Back Up Offer Addendum](#)
- ☐ Existing Financing Addendum
- ☐ New Financing Addendum
- ☐ Seller Financing Addendum (Residential)
- ☐ Short Sale Addendum to the Offer and Acceptance Agreement
- ☐ Used Manufactured/Mobile Home Disclosure
- ☐ [TRPA Wood Heater Statement of Compliance \(Tahoe Basin\)](#)
- ☐ [TRPA Best Management Practices \(Tahoe Basin\)](#)
- ☐ Other _____
- ☐ Other _____

ENTIRE AGREEMENT This Agreement and attachments contain the entire agreement of the parties and supersede all prior agreements or representations with respect to the Property not expressly set forth in this Agreement. This Agreement may only be modified in writing, signed and dated by the parties. BUYER acknowledges having read and approved all provisions of this Agreement.

ASSIGNMENT BUYER may not assign any of BUYER'S rights in this Agreement without prior written consent of SELLER, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment in violation of this Section shall be null and void. No assignment shall relieve the assigning party of any of its obligations in this Agreement.

NO ONE DEEMED DRAFTER BUYER and SELLER hereby agree that neither BUYER, BUYER's Licensee, SELLER, or

Address _____

Buyer [_____ / _____ / _____] and Seller [_____ / _____ / _____] have read this page.

1 SELLER's Licensee shall be deemed to be the drafter of this Agreement. In the event this Agreement is ever construed by a court
2 of law, such court shall not construe this Agreement or any provision this Agreement against BUYER, BUYER's Licensee,
3 SELLER or SELLER's Licensee as the drafter. BUYER and SELLER hereby waive any and all rights to claims against each other,
4 and Licensees relating in any way to the drafting of this Agreement.

5
6 **TIME IS OF THE ESSENCE** Time is of the essence of this Agreement.

7
8 **SELLER** has agreed, by separate listing agreement, to pay real estate commissions for services rendered, at COE.

9 As published in the MLS, _____% of the accepted price, or \$ _____, shall be paid to BUYER's real estate
10 brokerage, _____.

11 **EXPIRATION OF OFFER** Per NRS 645.254, all offers must be presented to SELLER. This Offer expires unless accepted,
12 including delivery to BUYER, or _____

13 on/or before _____ ☐ A.M. ☐ P.M. on _____.

14
15 BUYER _____ DATE _____ TIME _____

16
17 BUYER _____ DATE _____ TIME _____

18
19 BUYER _____ DATE _____ TIME _____

20
21 BUYER _____ DATE _____ TIME _____

22
23 **BUYER's Representation:**

24 BUYER's Licensee Name _____ BUYER Broker Name _____

25 BUYER's Licensee Nevada License # _____ BUYER's Broker Nevada License # _____

26 BUYER's Licensee Email _____ Brokerage Name _____

27 Phone _____ Fax _____ Office Address _____

28 _____ City/State/Zip _____

29
30 BUYERS Licensee signature acknowledging receipt of EMD _____

31
32 **SELLER'S ACCEPTANCE, COUNTER OFFER OR REJECTION OF AGREEMENT**

33 SELLER acknowledges having read and approved each provision of this Agreement. Authorization is given to Brokers to deliver a
34 signed copy to BUYER and disclose the terms of the sale to members of the MLS or Association of REALTORS® at COE.

35 [_____/_____/_____] SELLER warrants they have ~~has~~ the authority to sell the Property on the terms and
36 conditions stated in this Agreement.

37
38 **TAX WITHHOLDING (FIRPTA)** Unless the Property is acquired for use as a primary residence and is sold for no more than
39 \$300,000, SELLER agrees to provide BUYER with (a) Non-Foreign Seller Affidavit, or (b) Withholding Certificate Form from the
40 Internal Revenue Service stating that withholding is not required. In the event none of the foregoing is applicable, BUYER requires
41 a percentage of SELLER's proceeds to be escrowed to comply with the FOREIGN INVESTMENT AND REAL PROPERTY TAX
42 ACT (IRC 1445).

43
44 [_____/_____/_____] One or more SELLER ☐ is not a foreign person OR ☐ is a foreign person and may
45 be subject to FIRPTA withholding. If SELLER fails to comply with FIRPTA tax withholding, BUYER reserves the right to cancel
46 this Agreement and retain EMD.

47
48 **SELLER** shall check one of the following options, and date, time, and sign this Agreement.

49 ☐ **Acceptance of Offer** SELLER accepts this Offer.

50 ☐ **Counter Offer #1** SELLER signs this Offer subject to a Counter Offer #1 dated _____.

51 ☐ **Rejection** SELLER rejects the foregoing Offer.

52
53 SELLER _____ DATE _____ Time _____

54
55 SELLER _____ DATE _____ Time _____

56

Draft 1

1 SELLER _____ DATE _____ Time _____
2
3 SELLER _____ DATE _____ Time _____
4
5 SELLER's Representation:
6 SELLER's Licensee Name _____ SELLER's Broker Name _____
7 SELLER's Licensee Nevada License # _____ SELLER's Brokers Nevada License # _____
8 Phone _____ Fax _____ Brokerage Name _____
9 SELLER's Licensee Email _____ Office Address _____
10 City/State/Zip _____
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Draft 1



VACANT LAND OFFER AND ACCEPTANCE AGREEMENT



1 RECEIVED FROM _____
2 _____,
3 (BUYER), the amount set forth below as EARNEST MONEY DEPOSIT on account of the PURCHASE PRICE OF
4 \$ _____ for the real property commonly described as
5 _____,
6 situated in the ☐ City OR ☐ Unincorporated Area of _____, County of _____,
7 State of Nevada, consisting of approximately _____ ☐ acres _____ ☐ square feet.
8 APN _____ (Property) legal description shall be supplied in escrow.
9 _____
10 **EARNEST MONEY DEPOSIT (EMD)** Evidenced by ☐ Check or ☐ Wire Transfer or
11 ☐ other _____ payable to _____,
12 and then deposited **within two (2) OR _____ business days** of Acceptance,
13 with _____.
14 Authorized escrow holder to be selected by ☐ BUYER ☐ SELLER. \$ _____
15 _____
16 **BALANCE OF CASH DOWN PAYMENT** (not including closing costs) \$ _____
17 Source of down payment _____.
18 _____
19 **CASH PURCHASE** BUYER to provide evidence, satisfactory to SELLER, of sufficient cash
20 available to complete this purchase within _____ days of Acceptance.
21 _____
22 **NEW FIRST LOAN PROCEEDS: TYPE** ☐ Conventional ☐ SELLER Financing ☐ Private
23 ☐ Construction Loan \$ _____
24 ☐ Fixed Rate for _____ years. Initial Interest not to exceed _____ %.
25 ☐ Adjustable Rate for _____ years. Initial Interest not to exceed _____ % maximum lifetime rate
26 not to exceed _____ %.
27 Leave sub clause until after second round and discussion with lender.
28 _____
29 **SUBORDINATION CLAUSE**
30 SELLER ☐ shall ☐ shall not subordinate to a ☐ construction loan.
31 Said loan ☐ shall ☐ shall not be on voucher control.
32 _____
33 **BUYER** to lock loan terms within _____ days of acceptance or BUYER agrees to pay prevailing rates.
34 _____
35 **BUYER** to pay discount points not to exceed _____ %. SELLER to pay discount points not to
36 exceed _____ %. Any reduction in discount points at closing to be allocated proportionately.
37 Loan origination fee not to exceed _____ % paid by ☐ BUYER ☐ SELLER.
38 _____
39 ~~SELLER agrees to pay up to \$ _____ in fees that BUYER cannot pay pursuant~~
40 ~~to FHA or VA regulation.~~
41 ~~All remaining loan fees shall be paid as required by law, ordinance and/or regulation.~~
42 _____
43 ☐ **OTHER** (Specify in Additional Terms and Conditions or Financing Addendum): \$ _____
44 _____
45 **TOTAL PURCHASE PRICE** in the sum of (not including closing costs): \$ _____
46 _____
47 **CLOSING** Close of Escrow (COE) will occur on _____ or such earlier date as agreed in writing by Buyer and
48 Seller. to be on _____. ~~Unless otherwise agreed upon in writing, COE shall not change from the originally agreed upon date.~~
49 The parties shall deposit, with the authorized escrow holder, all funds and instruments necessary to complete the transaction

Property Address _____ APN # _____

Buyer [_____ / _____ / _____] and Seller [_____ / _____ / _____] have read this page.
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2 **DEFINITIONS** BROKER means cooperating Brokers and all Licensees. DAYS means calendar days unless otherwise
3 specified. In computing any period of time prescribed under this Agreement, the day of the event from which the designated
4 period of time begins to run shall not be included. The last day of the period so computed shall be included. BUSINESS
5 DAY means a day other than Saturday, Sunday, or legal holiday recognized in the state of Nevada. ACCEPTANCE or
6 DATE OF ACCEPTANCE means the date on which this Agreement and any other counter offers are fully executed and
7 delivered. DELIVERY or RECEIPT means personal delivery, transmission by Facsimile (Fax), electronic delivery, or
8 certified mail to BUYER, SELLER, Broker, or other representative. In the event of Fax, delivery shall be deemed to have
9 occurred at the time noted on the confirmation sheet generated by the sender's Fax. In the event of certified mail, delivery
10 and receipt shall be deemed to have occurred three (3) days following the date of mailing evidenced by the postmark on the
11 envelope containing the delivered material. In the event of electronic delivery, delivery and receipt shall be deemed to have
12 occurred as set forth in Nevada Revised Statutes (NRS) 719.320.

15 [_____/_____/_____/_____] All contingencies shall be satisfied according to their terms within the time
16 limits specified, expire according to the time limits specified, or be waived in writing. If BUYER exercises their right to
17 terminate this Agreement under any contingency, BUYER is not in default and is entitled to a refund of the EMD, less
18 BUYER incurred expenses. If a contingency expires, it is waived. BUYER and SELLER shall cooperate in providing written
19 waivers of those contingencies.

22 [_____] / [_____] / [_____] / [_____] Within five (5) business days of Acceptance, BUYER agrees to (1) submit a
23 completed loan application, including all documentation, to a lender of BUYER's choice and (2) furnish a pre-approval letter
24 to SELLER based upon a standard factual credit report, acceptable debt to income ratios and sufficient funds to complete the
25 transaction and (3) agrees to authorize ordering of the appraisal. If BUYER fails to complete any of the above requirements,
26 SELLER may terminate this Agreement within two (2) business days and EMD shall be returned to BUYER less BUYER
27 incurred expenses.

30 The Appraisal fee is to be paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____.

31 Any required appraisal re-inspections shall be paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____.

32 BUYER's Lender may require an appraisal. BUYER may elect to obtain an appraisal even if an appraisal waiver is available.

| | Included | Waived |
|----|-----------|-----------|
| 35 | | |
| 36 | [/ / /] | [/ / /] |

39 (A) proceed with the transaction without regard to the amount of the appraised valuation or appraisal conditions; or
40 (B) renegotiate with the SELLER, provided that if such renegotiation is not successful within 3 business days, then either
41 party may terminate this Agreement upon written notice and EMD shall be returned to BUYER less BUYER incurred
42 expenses; or
43 (C) terminate this Agreement.

45
46 **APPRAISAL CONTINGENCY REMOVAL** Within _____ days of Acceptance, BUYER shall remove the appraisal
47 contingency.

[illegible]

| Property Address | APN # |
|------------------|-------|
|------------------|-------|

Buyer [_____] and Seller [_____] have read this page.

1 obligation to cooperate with BUYER's efforts to obtain any financing other than as specified in this Agreement.

2 **CONTINGENT ON SALE AND CONVEYANCE OF OTHER PROPERTY**

3 ☐ This Agreement **IS NOT** contingent upon the sale and conveyance of BUYER's property;

4 **OR**

5 ☐ This Agreement **IS** contingent upon the sale and conveyance of BUYER's property described as

6 _____ . **BUYER to select option A or B.**

7 A. ☐ BUYER's property is in escrow scheduled to close on or before _____. The sale of
8 BUYER's property is **not** contingent on the sale and conveyance of a third party's property.

9 **OR**

10 ☐ BUYER's property is in escrow scheduled to close on or before _____. The sale of
11 BUYER's property is contingent on the sale and conveyance of a third party's property.

12 B. ☐ BUYER's property is currently listed in the MLS System by a REALTOR®.

13 **OR**

14 ☐ BUYER's property shall be listed within _____ days in the MLS System by a REALTOR®.

15 If BUYER's property does not obtain an accepted offer within _____ days of this Acceptance with a
16 scheduled closing on or before _____, then this Agreement shall terminate unless
17 BUYER and SELLER otherwise agree in writing. BUYER shall not accept an offer contingent on the sale of
18 a third party's property without SELLER's written approval. If BUYER accepts an offer contingent on the
19 sale of a third party's property without SELLER's written approval, SELLER may terminate this
20 Agreement.

21

22 SELLER shall have the right to continue to offer this Property for sale and accept written backup offers only, subject to
23 BUYER's rights under this Agreement. If escrow on BUYER's property does not close on or before _____,
24 this Agreement shall terminate, unless BUYER and SELLER otherwise agree in writing, and the parties agree to cancel the
25 escrow and return the EMD to BUYER less BUYER incurred expenses.

26

27 BUYER shall provide information regarding the listing, the escrow, and related escrows for the contingent property,
28 including but not limited to, the closing date, loan status, inspections, and all additional contingencies on BUYER's property
29 within _____ days of each event. BUYER authorizes SELLER and Brokers to obtain updates on BUYER's listing or
30 escrow.

31

32 If any of the contingencies in the Contingent on Sale and Conveyance of Other Property section are not satisfied, SELLER
33 reserves the right to terminate this Agreement. If SELLER terminates this Agreement, the parties agree to cancel the escrow
34 and return the EMD to BUYER less BUYER incurred expenses.

35

36 **COMMON-INTEREST COMMUNITY DISCLOSURE**

37 The Property ☐ is or ☐ is not located in a Common-Interest Community (CIC).

38 If so, complete the following:

39 SELLER shall provide, at SELLER's expense, the CIC documents ("Resale Package(s)" including the statement of demand)
40 as required by NRS 116. SELLER shall order the Resale Package(s) **within five (5) days of Acceptance** and deliver to
41 BUYER upon receipt. BUYER is aware there may be additional CIC documents that may be ordered. BUYER is aware there
42 may be an inspection of the property by CIC management company. The amount of any delinquent assessments, including
43 penalties, attorney's fees, and other charges provided for in the management documents shall be paid current by SELLER at
44 COE.

45 Seller is responsible for payment of recurring CIC dues until COE.

46 Upon COE BUYER is responsible for payment of recurring CIC dues.

47 ~~Recurring CIC assessments levied shall be paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____~~

48 ~~Recurring CIC assessments levied, but not yet due, shall be paid by ☐ BUYER. ☐ SELLER ☐ split equally~~
49 ~~☐ other _____~~

50 CIC Capital Contribution fees paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____.

51 All other CIC Association fees required for the transfer, including but not limited to set-up fees and transfer fees, paid by ☐

52 BUYER ☐ SELLER ☐ split equally ☐ other _____.

53 BUYER shall have **five (5) days** from receipt of the Resale Package to review it. If BUYER does not approve the Resale

Property Address _____ APN # _____

Page 3 of 9 Buyer [_____] and Seller [_____] have read this page SNR® 01/24

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1 Package, then written notice to cancel must be given **within that same five (5) day period.**

2 **AREA RECREATION PRIVILEGES AND RULES** SELLER shall comply with CIC (including area recreation
3 privileges) rules regarding the return or transfer of any passes, identification cards, or keys for access to the CIC facilities
4 and general improvements. BUYER shall become familiar with the current CIC facilities and general improvement policies
5 regarding recreation privileges and associated costs prior to COE.
6

7 **VESTED TITLE** Title shall vest as designated in escrow instructions.
8

9 **EXAMINATION OF TITLE** In addition to any encumbrances referred to in this Agreement, BUYER shall take title to
10 the Property subject to: (1) real estate taxes not yet due, and (2) Covenants, Conditions, & Restrictions (CC&Rs), rights of
11 way, and easements of record, if any, that do not materially affect the value or intended use of the Property. **Within two (2)**
12 **business days** of Acceptance, SELLER shall order a preliminary title report, and CC&Rs, if applicable. **Within five (5)**
13 **days** of BUYER's receipt of the preliminary title report and CC&Rs, BUYER's objections shall be delivered to SELLER's
14 Broker **within this five (5) day period.** Should BUYER object to any of the preliminary title report or CC&R's, SELLER
15 shall use due diligence to remove those objections prior to COE. If those objections cannot be removed, BUYER may elect
16 to purchase the Property, subject to the existing objections, or BUYER may elect to terminate all rights and obligations
17 under this Agreement. The EMD shall be returned to BUYER, less BUYER incurred expenses. If SELLER is unwilling or
18 unable to remove BUYER's objections, SELLER shall deliver written notification to BUYER's Broker **within ten (10) days**
19 of receipt.
20

21 **TITLE AND CLOSING COSTS**
22 ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____ shall pay for a (Standard) owner's policy of title insurance.
23 ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____ shall pay for a (Standard) lender's policy of title insurance.
24 ~~BUYER is aware additional coverage policies are available. All costs associated with additional coverage policies to be paid~~
25 ~~for by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____.~~
26 Escrow Fee to be paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____.
27 Transfer Tax(es) to be paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____.
28 All remaining closing costs shall be paid in customary manner as required by law, ordinance and/or regulation.
29

30 **OMISSIONS FROM ESCROW INSTRUCTIONS** The omission from escrow instructions of any provision in this
31 Agreement shall not preclude any party from enforcing that provision. All written representations and warranties shall
32 survive the conveyance of the Property.
33

34 **BONDS AND ASSESSMENTS (Other than CIC)** In the event there is a bond or assessment with a principal balance or
35 that requires settlement in full prior to COE, it shall be paid by ☐ SELLER ☐ BUYER ☐ assumed by BUYER if allowed
36 ☐ split equally ☐ other _____.
37

38 **PRORATION** Any and all rents, taxes, interest, homeowner association fees, payments on bonds, assessments and other
39 Property expenses, assumed by BUYER shall be prorated as of the date of recordation of the deed. Security deposits,
40 advance rentals, or considerations involving future lease credits shall be credited to BUYER at COE.
41

42 **REASSESSMENT OF PROPERTY TAX** BUYER is advised the Property may be reassessed in the future which may
43 result in a tax increase or decrease.
44

45 **ACCESS** SELLER agrees to provide reasonable access to the Property to BUYER, and inspectors, for both inspections
46 and re-inspections and appraiser. If this transaction fails to close, the parties remain obligated to pay for inspections

1 performed as agreed.

2 **INSPECTION AND DUE DILIGENCE CONTINGENCY** BUYER has the right to inspect the Property, perform due
3 diligence, order all inspections, and select qualified professionals including, but not limited to, licensed contractors, certified
4 building inspectors, and any other qualified professionals to inspect the Property.

5 BUYER shall indicate inspections and due diligence to be included or waived in the list below. The following is not a
6 comprehensive list of possible inspections; therefore, BUYER should add any additional inspections necessary to satisfy
7 BUYER under "OTHER."

8 All inspections shall be completed and copies of all inspections shall be provided to BUYER and SELLER at no additional
9 expense

10 ☐ within _____ days of Acceptance; OR

11 ☐ within _____ days of other contingency _____

12 Within the time specified above, BUYER shall deliver to SELLER, in writing, one of the following:

13 A. approval of the inspections and completion of due diligence without requiring any repairs; OR

14 B. approval of the inspections and completion of due diligence with a Notice of Required Repairs or an Addendum
15 listing all required repairs. SELLER shall respond in writing to BUYER's repair request **within five (5) business**
16 **days** of delivery; OR

17 C. termination of this Agreement. If BUYER terminates, BUYER is released from any and all obligations to SELLER,
18 and BUYER is entitled to a refund of the EMD, less BUYER incurred expenses.

19 If any inspection and/or due diligence is not completed by the deadline, it is waived unless otherwise agreed to in writing.

20 SELLER is released from liability for the cost of repairs that inspection and/or due diligence would have reasonably
21 identified had it been conducted, except as otherwise provided by law. BUYER will be responsible for repairs/restoration of
22 any damage to the property that may be caused by inspections and/or due diligence.

| 24 INSPECTIONS | Included | Waived | N/A | Paid by | |
|------------------------|--------------------------|--------------------------|--------------------------|--------------------------------|---------------------------------|
| 25 ENVIRONMENTAL | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 26 GEOTECHNICAL REPORT | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 27 PERCOLATION TEST | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 28 SURVEY Type _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 29 WELL QUALITY | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 30 WELL QUANTITY | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 31 OTHER _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 32 OTHER _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 33 OTHER _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |

| 35 DUE DILIGENCE | Included | Waived | N/A | Paid by | |
|---|--------------------------|--------------------------|--------------------------|--------------------------------|---------------------------------|
| 36 ACCESS EASEMENTS | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 37 AVAILABILITY OF UTILITIES | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 38 DEED RESTRICTIONS | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 39 DETERMINATION IF SITE IS BUILDABLE | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 40 EASEMENTS | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 41 FUTURE LAND USE DESIGNATION(S) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 42 GOVERNMENTAL APPROVALS | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 43 IMPACT AND/OR DEVELOPMENT FEES | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 44 LEGAL ACCESS (ingress & egress) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 45 MINERAL RIGHTS | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 46 ROAD MAINTENANCE AGREEMENT | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 47 WATER RIGHTS (in the amount of _____) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 48 WILL SERVE LETTER FROM UTILITY PROVIDER(S) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 49 ZONING | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 50 OTHER _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |
| 51 OTHER _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> BUYER | <input type="checkbox"/> SELLER |

52 [_____/_____/_____/_____] (Buyer Initials) BUYER affirms the above selections.

Property Address _____ APN # _____

Buyer [_____/_____/_____/_____] and Seller [_____/_____/_____/_____] have read this page.

1
2 ~~ITEMS NOT ADDRESSED~~ Items of general maintenance or cosmetic nature not materially affecting the value, or use of
3 the Property, existing at the time of Acceptance not expressly addressed in this Agreement, are deemed accepted by
4 BUYER.
5
6 **RE-INSPECTIONS (BUYER Initial Required)**
7 ~~Included~~ ~~Waived~~
8 ~~_____ / _____ / _____] [_____ / _____ / _____] SELLER shall have all agreed~~
9 ~~upon repairs completed no later than _____ days prior to COE and BUYER shall have the right to re inspect.~~
10 Re-inspections, if any, shall be paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____.
11
12 **LAND USE REGULATION** BUYER is advised the Property may be subject to the authority of the city, county, state,
13 federal governments, and/or the various courts having jurisdiction. These governmental entities, from time to time, have
14 adopted and revised land use and environmental regulations that may apply to the Property. BUYER is advised to research
15 the possible effect of applicable land use and environmental regulation. Brokers make no representations or warranties
16 regarding the existing permissible uses or future revisions to the land use regulations.
17
18 **ENVIRONMENTAL CONDITIONS** BUYER is advised the Property may be located in an area found to have special
19 flood hazards as indicated by FEMA, avalanche conditions, freezing temperatures, snow loads, seismic activity and/or
20 wildland fires. It may be necessary to purchase additional insurance in order to obtain any for the Property. For further
21 information, consult your lender, insurance carrier or other appropriate agency.
22
23 WILDLIFE/LIVESTOCK Nevada is home to livestock, wild and feral horses and burros, and other wildlife. Numerous
24 statutes and codes govern the management and protection of these animals and their relation to homeowners. BUYER is en-
25 couraged to contact appropriate authorities for further information.
26
27 **HAZARDOUS/NOXIOUS CONDITIONS** SELLER represents, to the best of SELLER's knowledge, the Property is not
28 contaminated with any hazardous conditions including, but not limited to, asbestos, processed petroleum derivatives, PCB
29 transformers, other toxic, hazardous or contaminated substances, ~~noxious weed~~, and underground storage tanks. SELLER
30 agrees to disclose to Licensee, BUYER, and all prospective buyers any and all information which SELLER has or may
31 acquire regarding the presence and location of any hazardous/noxious conditions on or about the Property. BUYER and
32 SELLER should seek the advice of independent experts regarding the potential presence and/or effect of toxic, hazardous or
33 noxious substances on real property and any improvements to be sold or purchased.
34
35 **WATER METERS** BUYER may be required at a future date to incur the cost of installation of water meters and/or
36 conversion to metered rates.
37
38 **WELLS** Many factors may affect the performance of a well system. If the Property includes a well, BUYER may be
39 required at some future date to incur the cost of connecting the Property to a public or metered water system.
40
41 **ADDITIONAL FEES** Some areas may have additional fees or charges for the remediation of water systems.
42
43 **SEPTIC SYSTEMS** ~~If the Property includes a septic system,~~ BUYER may be required at some future date to incur the
44 cost of connecting the Property's plumbing to a public sewer system.
45
46 At COE, BUYER assumes all future costs associated with water meters, wells, and septic systems.
47
48 **PRIVATE ROADS** SELLER shall disclose if the Property shares a common road, access driveway, or right-of-way with
49 another property. If a road maintenance agreement exists, SELLER shall provide the agreement to BUYER.
50
51 **WATER RIGHTS** Water rights, if any, shall be included with the Property unless specifically excluded by deed or

1 mutual agreement.

2 **AGRICULTURAL DEFERMENT TAX** BUYER and SELLER are advised property may be subject to a deferred
3 Agricultural Recapture tax. BUYER is advised to consult with your attorney, accountant, or other tax representative and the
4 applicable county assessor to determine if any such deferred taxes may be owed.
5

6 **TAX DEFERRED EXCHANGE** If BUYER or SELLER request to enter into a IRC tax deferred exchange for the
7 Property, each party agrees to cooperate with the other in connection with the exchange, including the execution of
8 documents deemed necessary to effectuate same. No party shall be obligated to delay the closing. All additional costs in
9 connection with the exchange shall be borne by the party requesting it. No party shall be obligated to execute any note,
10 contract, deed, or other document providing for any personal liability that would survive the exchange. The other party shall
11 be indemnified and held harmless against any liability arising or that has arisen on account of the acquisition of ownership of
12 the exchanged property.
13

14 **ADDITIONAL TERMS AND CONDITIONS:**
15 _____
16 _____
17 _____
18 _____
19 _____
20

21 **VERIFICATION OF INFORMATION** Any information relating to land or its use, and/or improvements of the land are
22 approximate or estimates only, and neither SELLER nor Brokers involved make any representation or guarantee regarding
23 the accuracy. Any oral or written representations by SELLER or Brokers regarding the age of improvements, size, and
24 square footage of parcel or building, or location of property lines, may not be accurate. Apparent boundary line indicators
25 such as fences, hedges, walls, or other barriers may not represent the true boundary lines. Brokers are not obligated to
26 investigate the status of permits, zoning, or code compliance. BUYER to satisfy any concerns with conditions that are an
27 important or critical element of the purchase decision. BUYER agrees they have not received or relied upon any
28 representation by Brokers or SELLER with respect to the condition of the Property not contained in this Agreement. The
29 information contained in the Multiple Listing Service, computer, advertisements, and feature sheets pertaining to the Property
30 are not warranted or guaranteed by Brokers. Errors and/or omissions in inputting information, while uncommon, are
31 possible. BUYER shall be responsible for verifying the accuracy of such information. Deposit of all funds necessary to close
32 escrow shall be deemed final acceptance of the Property. SELLER agrees to hold Brokers harmless and to defend and
33 indemnify them from any claim, demand, action, or proceeding resulting from any omission or alleged omission by
34 SELLER.
35

36 **FINAL WALKTHROUGH** BUYER shall have the right to a final walkthrough prior to close COE.
37

38 **PHYSICAL POSSESSION** Physical possession of the Property with any keys to Property locks, community mailboxes,
39 alarms, and garage door openers shall be delivered to BUYER ☐ upon recordation of the deed; **OR** ☐ by separate
40 agreement.
41

42 **NEVADA LAW TO APPLY** Nevada law shall apply to the interpretation and enforcement of this Agreement.
43

44 **MEDIATION** If a dispute arises out of or relates to this Agreement, or its breach, the parties are aware that the local
45 Association of REALTORS® has a Dispute Resolution Service (DRS) available. A DRS brochure is available upon request.
46

47 **ATTORNEY FEES** In the event either party is required to engage the services of an attorney to enforce this Agreement,
48 the prevailing party in any proceeding shall be entitled to an award of reasonable attorney's fees, legal expenses and costs.
49

50 **CODE OF ETHICS** Not all real estate licensees are REALTOR(S)®. A REALTOR® is a member of the National
51 Association of REALTORS® and therefore subscribes to a higher ethical standard, known as the REALTOR® Code of
52 Ethics. To receive a copy of the REALTOR® Code of Ethics, ask your real estate professional or the local Association of

1 REALTORS®.

2 **PROFESSIONAL CONSULTATION ADVISORY** A real estate Broker is qualified to advise on real estate. The parties
3 are advised to consult with appropriate professionals including, but not limited to, engineers, surveyors, appraisers, lawyers,
4 CPAs, or other professionals on specific topics including, but not limited to, land use regulation, boundaries and setbacks,
5 square footage, physical condition, legal, tax, water rights and other consequences of the transaction.
6

7 **COUNTERPARTS AND SIGNATURES** BUYER and SELLER acknowledge and agree this Agreement may be
8 executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the
9 same instrument. BUYER and SELLER agree that this Agreement may be conducted by electronic delivery, and signatures
10 so transmitted shall be acceptable for all purposes. Signatures transmitted by electronic delivery shall be deemed original
11 signatures.
12

13 **SELLER DEFAULT** If SELLER defaults in the performance of this Agreement, BUYER shall have the right to recover
14 from SELLER all of BUYER's actual damages that BUYER may suffer as a result of SELLER's default, and to pursue any
15 and all other remedies available at law or in equity.
16

17 **BUYER DEFAULT** BUYER must initial only one of the following.
18 If BUYER defaults in the performance of this Agreement, SELLER shall have the right to:

19 A. [_____/_____] (Buyer Initials) Liquidated Damages: SELLER shall have the right to retain, as their sole legal
20 recourse, the EMD. BUYER and SELLER hereby acknowledge SELLER's actual damages would be difficult to measure
21 and that the EMD is a fair and reasonable estimate of such damages.
22 **OR**

23 B. [_____/_____] (Buyer Initials) Actual Damages: SELLER shall have the right to recover from BUYER all of
24 SELLER's actual damages that SELLER may suffer as a result of BUYER's default, and to pursue any and all other
25 remedies available at law or in equity.
26

27 **THE FOLLOWING HAVE BEEN RECEIVED AND ACKNOWLEDGED BY BUYER:**

28 ☐ Consent to Act
29 ☐ Duties Owed by a Nevada Real Estate Licensee
30 ☐ Information Regarding Well and Septic System
31 ☐ Vacant Land Due Diligence Resource Guide
32 ☐ Wire Fraud Advisory
33 ☐ Other _____
34 ☐ Other _____
35

36 **THE FOLLOWING ADDENDA AND EXHIBITS SHALL BE INCORPORATED:**

37 ☐ [Back Up Offer Addendum](#)
38 ☐ Common Interest Community Information Statement "Before You Purchase...."
39 ☐ Open Range Land Disclosure
40 ☐ SELLER Financing Addendum (Residential)
41 ☐ [TRPA Wood Heater Statement of Compliance \(Tahoe Basin\)](#)
42 ☐ [TRPA Best Management Practices \(Tahoe Basin\)](#)
43 ☐ Other _____
44 ☐ Other _____
45

46 **ENTIRE AGREEMENT** This Agreement and attachments contain the entire Agreement of the parties and supersede all
47 prior agreements or representations with respect to the Property not expressly set forth in this Agreement. This Agreement
48 may only be modified only in writing, signed and dated by the parties. BUYER acknowledges having read and approved all
49 provisions of this Agreement.
50

51 **ASSIGNMENT** BUYER may not assign any of BUYER'S rights in this Agreement without prior written consent of
SELLER, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment in violation

Property Address _____ APN # _____
Buyer [_____/_____/_____] and Seller [_____/_____/_____] have read this page.
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1 of this Section shall be null and void. No assignment shall relieve the assigning party of any of its obligations in this
2 Agreement.

3 **SELLER** has agreed, by separate listing agreement, to pay real estate commissions for services rendered, at COE.

4 As published in the MLS, _____ % of the accepted price, or \$ _____, shall be paid to BUYER's real
5 estate brokerage, _____.

7 **TIME IS OF THE ESSENCE** Time is of the essence of this Agreement.

9 **EXPIRATION OF OFFER** Per NRS 645.254, all offers must be presented to SELLER. This Offer expires unless
10 accepted, including delivery to BUYER, or _____

11 on/or before _____ ☐ A.M. ☐ P.M. on _____.

13 BUYER _____ DATE _____ Time _____

15 BUYER _____ DATE _____ Time _____

17 BUYER _____ DATE _____ Time _____

19 BUYER _____ DATE _____ Time _____

21 **BUYER's Representation:**

22 BUYER's Licensee Name _____ BUYER Broker Name _____

23 BUYER's Licensee Nevada License # _____ BUYER's Broker Nevada License # _____

24 BUYER's Licensee Email _____ Brokerage Name _____

25 Phone _____ Fax _____ Office Address _____

26 _____ City/State/Zip _____

28 BUYERS Licensee signature acknowledging receipt of EMD _____

30 **SELLER'S ACCEPTANCE, COUNTER OFFER OR REJECTION OF AGREEMENT**

31 SELLER acknowledges having read and approved each provision of this Agreement. Authorization is given to Brokers to
32 deliver a signed copy to BUYER and disclose the terms of the sale to members of the MLS or Association of REALTORS®
33 at COE.

34 [_____/_____/_____] SELLER warrants they have ~~has~~ the authority to sell the Property on the terms
35 and conditions stated in this Agreement.

37 **TAX WITHHOLDING (FIRPTA)** Unless the Property is acquired for use as a primary residence and is sold for no more
38 than \$300,000, SELLER agrees to provide BUYER with (a) Non-Foreign Seller Affidavit, or (b) Withholding Certificate
39 Form from the Internal Revenue Service stating that withholding is not required. In the event none of the foregoing is
40 applicable, BUYER requires a percentage of SELLER's proceeds to be escrowed to comply with the FOREIGN
41 INVESTMENT AND REAL PROPERTY TAX ACT (IRC 1445).

43 [_____/_____/_____] One or more SELLER ☐ is not a foreign person OR ☐ is a foreign person and
44 may be subject to FIRPTA withholding. If SELLER fails to comply with FIRPTA tax withholding, BUYER reserves the
45 right to cancel this Agreement and retain EMD.

47 **SELLER** shall check one of the following options, and date, time, and sign this Agreement.

48 ☐ **Acceptance of Offer** SELLER accepts this Offer.

49 ☐ **Counter Offer #1** SELLER signs this Offer subject to a Counter Offer #1 dated _____.

50 ☐ **Rejection** SELLER rejects the foregoing Offer.

52 SELLER _____ DATE _____ Time _____

54

55

1 SELLER _____ DATE _____ Time _____
2 _____
3 SELLER _____ DATE _____ Time _____
4 _____
5 SELLER _____ DATE _____ Time _____
6 _____
7 **SELLER's Representation:**
8 SELLER's Licensee Name _____ SELLER's Broker Name _____
9 SELLER's Licensee Nevada License # _____ SELLER's Brokers Nevada License # _____
10 Phone _____ Fax _____ Brokerage Name _____
11 SELLER's Licensee Email _____ Office Address _____
12 _____ City/State/Zip _____
13 _____
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Vacant Land Due Diligence Resource Guide



The following is a list of resources for a BUYER of vacant land in Northern Nevada, along with the names and phone numbers of agencies which may provide more detailed information. This is not a comprehensive list and you are strongly encouraged to investigate and obtain expert advice on all issues which may be of particular concern.

1 Air Quality

2 Air Quality Management Division
3 (775) 784-7200
4 www.washoecounty.gov

5 Asbestos

6 Washoe County District Health Department
7 (775) 784-7200
8 www.washoecounty.us/health
9 NV Division of Environmental Protection
10 775-687-4670
11 www.ndep.nv.gov
12 Carson City Public Works
13 (775) 887-2355
14 www.carson.org/government

15 Assessors Office

16 Washoe County
17 (775) 328-2000
18 www.washoecounty.us/assessor
19 Storey County
20 www.storeycounty.org
21 (775) 847-0961

23 Community Development and Zoning

24 City of Reno
25 (775) 334-3805
26 www.reno.gov
27 City of Sparks
28 (775) 353-2340
29 www.cityofsparks.us

31 Earthquakes

32 Nevada Seismological Laboratory
33 University of Nevada, Reno
34 (775) 784-4975
35 www.seismo.unr.edu
36 NV Division of Emergency Mgmt
37 775-687-0300
38 www.dem.nv.gov
39 Federal Emergency Mgmt Agency
40 www.fema.gov

40 Electromagnetic Fields (EMF's)

41 NV Energy
42 (775) 834-4581 - Kuldip Sandhu
43 www.nvenergy.com

44 Floodplain

45 City of Reno
46 Community Development Department
47 (775) 334-2350
48 www.reno.gov

Floodplain (cont.)

City of Sparks
Engineering Division
(775) 353-5555
www.cityofsparks.us
Washoe County
Department of Public Works
(775) 328-2041
www.washoecounty.us
Carson City
Engineering Division
(775) 887-2300
www.carson.org
Division of Water Resources
(775) 684-2800
www.nevadafloods.org

General Environmental Issues

NV Division of Environmental Protection
(775) 687-4670
www.ndep.nv.gov

Geotechnical and Soil Engineers

Nevada Dept. of Transportation
(775) 888-7000
www.nevdadot.com

Land Surveyors and Engineers

State Board of Engineers and Profess.
Land Surveyor
(775) 688-1231
www.nvboe.org

Lead-Based Paint

U.S. Department of EPA, Region 9
(800) 424-LEAD or (415) 947-4280
www.epa.gov/lead
U.S. Dept. of Housing and Urban Dvlpmnt.
(202) 708-1112
www.hud.gov

Mining

Nevada Bureau of Mines and Geology
(775) 784-6691
www.nbmng.org

Mold and Fungus

U.S. Department of EPA, Region 9
775-687-4670
www.epa.gov/mold

Noxious Weeds

University of Nevada Cooperative Extension
(775) 784-4848
www.unce.unr.edu

Noxious Weeds (cont.)

Nevada Department of Agriculture
(775) 353-3600
www.agri.nv.gov/noxiousweeds

Pesticides

Nevada Department of Agriculture
(775) 353-3600
www.agri.nv.gov/pest-control

Radon

University of Nevada Cooperative Extension
Nevada Radon Education Department
(888) Radon10 or (888) 723-6610
www.extension.unr.edu/radon
U.S. Department of EPA, Region 9
www.epa.gov/radon

Septic Systems

Nevada Division of Public Health
(775) 684-4200
www.ndph.nv.gov

Underground Fuel Storage Tanks

NV Division of Environmental Protection—
Bureau of Corrective Actions
(775) 687-4670
www.ndep.nv.gov
Washoe County District Health Department
(775) 328-2688
www.washoecounty.gov/health

Water (Ground water contamination, Water Quality, Water Quantity)

State of NV Division of Water Resources
(775) 684-2800
www.water.nv.gov
Truckee Carson Irrigation District
(775) 423-2141
www.tcid.org
U.S. Department of EPA, Region 9
775-687-4670
www.epa.gov/water

Wildfire and Defensible Space

University of Nevada Cooperative Extension
(775) 784-7070
www.livingwithfire.info
Carson City Fire Department
(775) 887-2210
www.carson.org
Nevada Division of Forestry
(775) 684-2500
www.forestry.nv.gov/wildlandfire

Wild/Feral Horse & Burro

Wild Horse Hotline
(775) 352-3944
www.blm.gov/whb

52 Acknowledgment of Receipt Dated _____

54 BUYER _____

BUYER _____

56 BUYER _____

BUYER _____



Vacant Land Due Diligence Resource Guide—Rural Counties



The following is a list of resources for a BUYER of vacant land in Northern Nevada, along with the names and phone numbers of agencies which may provide more detailed information. This is not a comprehensive list and you are strongly encouraged to investigate and obtain expert advice on all issues which may be of particular concern.

1 Air Quality

- 2 For Most Rural Counties
- 3 Nevada Div. of Environ. Protection
- 4 (775) 687-4670
- 5 www.ndep.nv.gov
- 6 www.air-quality.com
- 7 Humboldt County
- 8 North Coast Unified Air Quality
- 9 Mgmt.
- 10 (707) 433-3093
- 11 www.ncuaqmd.org

13 Asbestos

- 14 For Most Rural Counties
- 15 Nevada Division of Public Health
- 16 (775) 684-4200
- 17 www.dpbh.nv.gov
- 18 Churchill County
- 19 (775) 423-5136
- 20 www.nv-churchillcounty.civicplus.com
- 21 Elko County
- 22 (775) 753-1138
- 23 www.elkocountynv.net
- 24 Eureka County
- 25 (775) 289-3825
- 26 www.co.eureka.nv.us
- 27 Humboldt County Emt. Office
- 28 (707) 445-6215
- 29 www.humboldt.gov

32 Assessors Office

- 33 Carson County
- 34 (775) 887-2142
- 35 www.carson.org
- 36 Churchill County
- 37 (775) 423-6584
- 38 www.churchillcountynv.gov
- 39 Douglas County
- 40 (775) 782-9830
- 41 www.douglascountynv.gov
- 42 Elko County
- 43 (775) 753-6816
- 44 www.elkocountynv.net
- 45 Lyon County
- 46 (775) 463-6520
- 47 www.lyon-county.org

Assessors Office (cont.)

- Humboldt County
- (707) 445-7663
- www.humboldt.gov
- Storey County
- (775) 847-0961
- www.storeycounty.org

Planning and Zoning

- Carson County
- (775) 887-2180
- www.carson.org
- Churchill County
- (775) 423-7627
- www.churchillcountynv.gov
- Douglas County
- (775) 782-6217
- www.douglascountynv.gov
- Elko County
- (775) 753-6816
- www.elkocountynv.net
- Humboldt County
- (707) 445-7541
- www.humboldt.gov
- Lyon County
- (775) 463-6592
- www.lyon-county.org
- Storey County
- (775) 847-0966
- www.storeycounty.org

Earthquakes

- For Most Rural Counties
- Nevada Seismological Laboratory
- University of Nevada, Reno
- (775) 784-4975
- www.seismo.unr.edu
- www.fema.gov
- Humboldt County
- Humboldt State University
- (707) 826-3115
- www2.humboldt.edu

Electromagnetic Fields (EMF's)

- NV Energy
- (775) 834-4581 - Kuldip Sandhu
- www.nvenergy.com

Flood Plain

- Federal Emergency Mgmt. Agency
- (800) 621-3362
- www.fema.gov
- www.nevadafloods.org
- Churchill County Office
- (775) 723-7627
- Elko County Office
- (775) 777-7217
- www.elkocountynv.net
- Eureka County Office
- (775) 237-5372
- www.co.eureka.nv.us
- Humboldt County Office
- (775) 623-6322
- www.humboldt.gov
- Lander County Office
- (775) 635-2860
- www.landercountynv.org
- Mineral County
- (775) 316-0145
- www.mineralcountynv.us
- Pershing County
- (775) 273-2700
- www.pershingcounty.net
- White Pine County
- (775) 289-6500 ext. 215
- www.whitepinecounty.net

General Environmental Issues

- NV Division of Environmental Prot.
- (775) 687-4670
- www.ndep.nv.gov

Geotechnical and Soil Engineers

- Nevada Dept. of Transportation
- (775) 888-7000
- www.nevdadot.com

Land Surveyors and Engineers

- State Board of Engineers and Profess.
- Land Surveyor
- (775) 688-1231
- www.nvboe.org

1 **Lead-Based Paint**

2 U.S. Department of EPA, Region 9
3 (800) 424-LEAD or (415) 947-4280
4 www.epa.gov/lead
5 U.S. Dept. of Housing and Urban
6 Dvlpmt.
7 (202) 708-1112
8 www.hud.gov
9

10 **Mining**

11 Nevada Bureau of Mines and Geology
12 (775) 784-6691
13 www.nbmng.org.edu
14

15 **Mold and Fungus**

16 U.S. Department of EPA, Region 9
17 775-687-4670
18 www.epa.gov/mold
19

20 **Noxious Weeds**

21 University of Nevada Cooperative
22 Extension
23 (775) 784-4848
24 www.unce.unr.edu
25 Nevada Department of Agriculture
26 (775) 353-3600
27 www.agri.nv.gov/noxiousweeds
28

29 **Pesticides**

30 Nevada Department of Agriculture
31 (775) 353-3600
32 www.agri.nv.gov/pest-control
33

34 **Radon**

35 University of Nevada Cooperative
36 Extension
37 Nevada Radon Education Department
38 (888) Radon10 or (888) 723-6610
39 www.extension.unr.edu/radon
40 U.S. Department of EPA, Region 9
41 www.epa.gov/radon

Septic Systems

Nevada Division of Public Health
(775) 684-4200
www.ndph.nv.gov

Underground Fuel Storage Tanks

Nevada Division of Environmental
Protection
(775) 687-4670
www.ndep.nv.gov
(775) 328-2688
www.washoecounty.us/health
Environmental Protection Agency
(888) 621-5878
www.epa.gov

**Water (Ground water contamination,
Water Quality, Water Quantity)**

For Most Rural Counties
NV Div. of Environmental Protection
(775) 687-4670
www.ndep.nv.gov
State of NV Div. of Water Resources
(775) 684-2800
www.water.nv.gov
Humboldt County
North Coast Unified Air Quality
Mgmt.
(707) 433-3093
www.ncuaqmd.org
Truckee Carson Irrigation District
(775) 423-2141
www.tcid.org

Wild/Feral Horse & Burro

Wild Horse Hotline
(775) 352-3944
www.blm.gov/whb

Wildfire and Defensible Space

University of Nevada Cooperative
Extension
(775) 784-7070
www.livingwithfire.info
Carson City Fire Department
(775) 887-2210
www.carson.org
Nevada Division of Forestry
(775) 684-2500
www.forestry.nv.gov/wildlandfire

Acknowledgment of Receipt Dated _____

BUYER _____ BUYER _____

BUYER _____ BUYER _____



DRUG FREE HOUSING ADDENDUM (Between Owner/Landlord and Tenant)



This addendum to the Residential Lease/Rental Agreement dated _____, regarding the Property located at _____, between _____ (TENANT) and _____ (OWNER/LANDLORD),

is being attached this date _____ and becomes effective upon execution by TENANT.

The parties agree to the Amendment as follows:

TENANT and any member of TENANT's household, guest or other persons on the property will not engage in criminal activity, including drug-related criminal activity, on the Property. "Drug-related criminal activity" includes the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of controlled substances. Controlled substances is defined in Title 21 United States Code (USC) Controlled Substance Act, Part A, Section 802.

TENANT and any member of TENANT's household, guest or other persons on the property shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity.

TENANT and any member of TENANT's household, guest or other persons on the property will not permit the Property to be used for or to facilitate criminal activity, including, but not limited to, drug-related criminal activity.

TENANT and any member of TENANT's household, guest or other persons on the property will not engage in the manufacture, sale or distribution of controlled substances on the Property.

TENANT and any member of TENANT's household, guest or other persons on the property shall not engage in acts of violence, including, but no limited to, the unlawful discharge of firearms, on the Property.

Violation of the above provisions shall be a material violation of the Lease/Rental Agreement and cause for termination of tenancy. A single violation of any of the provisions of this Addendum shall be deemed a serious violation and a material noncompliance with the Lease/Rental Agreement. It is understood and agreed that a single violation shall be cause for termination of the Lease/Rental Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

In case of a conflict between the provisions of this Addendum and any other provisions of the Lease/Rental Agreement, the provisions of the Addendum shall prevail.

This Addendum is a binding integral part of the Lease/Rental Agreement. If TENANT does not fully understand, TENANT should seek legal counsel before signing.

| | |
|------------------------|------------------------|
| DATED _____ TIME _____ | DATED _____ TIME _____ |
|------------------------|------------------------|

| | |
|--------------|----------------------|
| TENANT _____ | OWNER/LANDLORD _____ |
|--------------|----------------------|

| | |
|--------------|----------------------|
| TENANT _____ | OWNER/LANDLORD _____ |
|--------------|----------------------|

| | |
|--------------|----------------------|
| TENANT _____ | OWNER/LANDLORD _____ |
|--------------|----------------------|

| | |
|--------------|----------------------|
| TENANT _____ | OWNER/LANDLORD _____ |
|--------------|----------------------|

Licensee Name _____

Licensee License # _____

Brokerage _____

Broker's Name _____

Phone Number _____

Licensee Signature _____

EMOTIONAL SUPPORT ANIMAL APPLICATION/ADDENDUM

(Between Owner/Landlord and Tenant)



1 This Application/Addendum to the Residential Lease/Rental Agreement dated _____, on the property located at
2 _____
3 between _____ (TENANT)
4 and _____ (OWNER/LANDLORD),
5 is being attached this date _____ and becomes effective when signed by all parties.
6

7 Under the Federal Housing Act and Section 504, persons with disabilities may request a reasonable accommodation for any
8 assistance animal, including an Emotional Support Animal. If you or a member of your household has a disability and feel that
9 there is a need for a reasonable accommodation for an Emotional Support Animal please provide the following Emotional/
10 Support Animal Information:
11

12 Type: _____ Size: _____ Weight: _____ County Animal License # _____

13 Breed and Description: _____
14

15 Emotional Support Animal shall be on a leash at all times as required by governing entities, when outside of the property and
16 supervised by a responsible person. Emotional Support Animal must not be tied or tethered to any trees bushes, fences, posts or
17 other areas outside of the property. All waste will be picked up by the TENANT no less than every _day(s) and at move-out.

18 Tenant will be responsible for any damages caused by Emotional Support Animal. TENANT must repair/replace any
19 and all damaged items to the original condition.

20 Tenant agrees that OWNER/LANDLORD has the right to revoke this agreement with written notice to the TENANT
21 in accordance with the law.

22 TENANT agrees to remove Emotional Support Animal if Emotional Support Animal becomes a nuisance/annoyance
23 or disrupts the rights of others

24 TENANT understands that Emotional Support Animals are defined separately from Certified ADA Service Animals
25 and that Emotional Support Animals may not be allowed in certain common areas of a Common-Interest Community
26 such as pools and recreation areas. TENANT is responsible for reviewing all current Rules & Regulations and
27 CC&R's.
28

29 Attach the following

30 ☐ A letter from the medical/social service professional certifying the disability and need for an accommodation and/or
31 modification IS NOT required to reveal the specific nature and/or severity of the individual's disability

32 ☐ Current vaccination record for the Emotional Support Animal

33 ☐ Current picture for Emotional Support Animal
34

35 DATED _____ TIME _____ DATED _____ TIME _____

36
37 TENANT _____ OWNER/LANDLORD _____

38
39 TENANT _____ OWNER/LANDLORD _____

40
41 TENANT _____ OWNER/LANDLORD _____

42
43 TENANT _____ OWNER/LANDLORD _____

44 Licensee Name _____

45 Licensee License # _____

46 Brokerage _____

47 Licensee Signature _____

48 Response

49 OWNER/LANDLORD, having reviewed this Application of Emotional Support Animal submitted by Tenant(s),

50 ☐ approves Tenants Application OR ☐ rejects Tenant's Application.

51
OWNER/LANDLORD: _____ Dated: _____



Required for Leased/Rental Properties if Built Prior to 1978



DISCLOSURE OF INFORMATION
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS
(Between Owner/Landlord and Tenant)

1 **Lead Warning Statement**

2 Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not
3 taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978
4 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling.
5 TENANT must also receive a Federally approved pamphlet on lead poisoning prevention.

7 **Owner's Disclosure (initial)**

9 [____/____/____/____] (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

10 ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing
11 (explain): _____
12 _____

14 ☐ Owner/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in
15 the housing.

17 [____/____/____/____] (b) Records and Reports available to the lessor (check one below):

18 ☐ Owner/Landlord has provided the TENANT with all available records and reports pertaining
19 to lead based paint and/or lead-based paint hazards in the housing (list documents below):
20 _____
21 _____

22 ☐ Owner/Landlord has no reports or records pertaining to lead-based paint and/or lead-based
23 paint hazards in the housing.

25 **TENANT Acknowledgment (initials)**

27 [____/____/____/____] (c) TENANT has received copies of all information listed above.

28 [____/____/____/____] (d) TENANT has received the pamphlet "Protect Your Family From Lead in Your Home."

30 **Management Acknowledgment (initial)**

32 [____/____/____/____] (e) Management has informed the Owner/Landlord of the Owner/Landlord's obligations
33 under 42 U.S.C. 4852

34 (d) and is aware of the responsibility to ensure compliance.

36 **Property Address:** _____

38 **Certification of Accuracy**

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

43 OWNER/LANDLORD _____ Date _____ TENANT _____ Date _____

45 OWNER/LANDLORD _____ Date _____ TENANT _____ Date _____

47 OWNER/LANDLORD _____ Date _____ TENANT _____ Date _____

49 OWNER/LANDLORD _____ Date _____ TENANT _____ Date _____

51 Managing Licensee _____ Date _____



LEASE/RENTAL AGREEMENT ADDENDUM #
(Between Owner/Landlord and Tenant)



1 This addendum to the Lease/Rental Agreement dated _____, regarding the property located at
2 _____,
3 between _____ (TENANT)
4 and _____ (OWNER/LANDLORD),
5 is being attached this date _____ and becomes effective when signed by all parties.

6 _____
7 _____
8 _____
9 _____
10 _____
11 _____
12 _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____

25
26 All other terms remain the same.

27
28
29 Dated: _____ Time: _____ Dated: _____ Time: _____
30
31 TENANT _____ OWNER/LANDLORD _____
32
33 TENANT _____ OWNER/LANDLORD _____
34
35 TENANT _____ OWNER/LANDLORD _____
36
37 TENANT _____ OWNER/LANDLORD _____
38

39 Licensee Name _____
40
41 Licensee License # _____
42
43 Brokerage _____
44
45 Broker's Name _____
46
47 Phone Number _____
48
Licensee Signature _____



PET AGREEMENT (Between Owner/Landlord and Tenant)



1 This addendum to the Lease/Rental Agreement dated _____, regarding the property located at
2 _____, between
3 _____ (TENANT)
4 and _____ (OWNER/LANDLORD),
5 is being attached this date _____ and becomes effective when signed by all parties.
6

7 Pet Information:

8 Type: _____ Size: _____ Weight: _____

9 Description: _____
10

11 Type: _____ Size: _____ Weight: _____

12 Description: _____
13

14 Type: _____ Size: _____ Weight: _____

15 Description: _____
16

17 Terms and conditions of this Pet Agreement:

18 An additional deposit of \$ _____ will be required at the signing of the rental agreement. In addition to the
19 deposit (which is above and beyond any security, cleaning or other deposits), the monthly rent due on these
20 premises is subject to an additional charge of \$ _____ per pet. In the event the pet damage exceeds this
21 deposit, the security deposit may be applied towards repairs.

22 Terms and conditions of this Pet Agreement:

23 The limit of pet(s) per unit is _____.

24 The weight of each pet shall not exceed _____ lbs. at maturity.
25

26 Pet(s) shall be on a leash at all times as required by governing entities, when outside of the property and supervised
27 by a responsible person. Please do not tie your Pet(s) to any trees bushes, fences, posts or other areas outside of
28 the property. All waste will be picked up by the TENANT no less than every _____ day(s) and at move-out.
29

30 TENANT will be responsible for any damages caused by pet(s). TENANT must repair/replace any and all dam-
31 aged items to the original condition.
32

33 TENANT agrees OWNER/LANDLORD has the right to revoke or amend this agreement with written notice to the
34 TENANT in accordance with the state law.
35

36 TENANT agrees to remove pet(s) if pet(s) becomes a nuisance/annoyance or disrupts the rights of others.
37

38 Dated: _____ Time: _____ Dated: _____ Time: _____

39 TENANT _____ LANDLORD/OWNER _____

40 TENANT _____ LANDLORD/OWNER _____

41 TENANT _____ LANDLORD/OWNER _____

42 TENANT _____ LANDLORD/OWNER _____

43 Licensee Name _____

44 Licensee License # _____

45 Brokerage _____

46 Broker's Name _____

47 Phone Number _____

48 Licensee Signature _____



APPLICATION FOR PET APPROVAL (Between Owner/Landlord and Tenant)



1 This is an application between _____ (TENANT)
 2 and _____ (OWNER/LANDLORD)
 3 to have a pet at the Property located at _____
 4 _____

5 TENANT requests approval to keep the pet(s) described below at the Property.
 6 _____

7 Number of Dogs _____ Cats _____ Other _____

8 If "Other" please explain _____
 9 _____

| Pet Identification | Name | Age | Breed | Weight | Spayed/Neutered | License # |
|---|------|-----|-------|--------|--|-----------|
| <input type="checkbox"/> Cat <input type="checkbox"/> Dog <input type="checkbox"/> Male <input type="checkbox"/> Female | | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| <input type="checkbox"/> Cat <input type="checkbox"/> Dog <input type="checkbox"/> Male <input type="checkbox"/> Female | | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| <input type="checkbox"/> Cat <input type="checkbox"/> Dog <input type="checkbox"/> Male <input type="checkbox"/> Female | | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| <input type="checkbox"/> Cat <input type="checkbox"/> Dog <input type="checkbox"/> Male <input type="checkbox"/> Female | | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |

16 _____
 17 TENANT certifies pet(s) are in good health. TENANT to provide the following documentation to OWNER/
 18 LANDLORD:

19 ☐ A certificate of health/vaccination from a licensed veterinarian.

20 ☐ A photo of each pet.
 21 _____

22 Has there ever been complaint(s) filed against your pet by any authority for excessive barking, biting and/or
 23 aggressive behavior? ☐No ☐Yes If yes, please explain: _____
 24 _____

- 25 1. TENANT agrees to keep pets on a leash when not in a fenced backyard.
- 26 2. TENANT agrees to clean up all waste on the Property as well as in any common areas on a regular basis.
- 27 3. TENANT agrees to abide by all rules, regulations and CC&R's with respect to pet ownership if Property
 28 is located in a Common Interest Community.
- 29 4. TENANT acknowledges and understand that the representations herein are considered to be material pro-
 30 visions of the Residential Lease Agreement.

31 _____
 32 Dated _____
 33 _____

34 TENANT _____

35 _____
 36 TENANT _____

37 _____
 38 _____
 39 TENANT _____

40 _____
 41 TENANT _____
 42 _____

Response

44 OWNER/LANDLORD, having reviewed this Application of Pet Approval submitted by TENANT,

45 ☐ approves TENANT Application.

46 OR

47 ☐ rejects TENANT Application.



SMOKE DETECTOR ADDENDUM (Between Owner/Landlord and Tenant)



1 This addendum to the Residential/Lease Rental Agreement dated _____, regarding the property located at
2 _____,
3 between _____ (TENANT)
4 and _____ (OWNER/LANDLORD),
5 is being attached this date _____ and becomes effective when signed by all parties.
6

- 7 1. The premises are equipped with smoke detection devices.
8 2. TENANT will test the smoke detector within one hour after occupancy and inform OWNER/LANDLORD
9 immediately if detectors are not working properly
10 3. TENANT acknowledges the smoke detectors are in working condition and TENANT agrees not to modify,
11 remove, destroy smoke detectors.
12 4. TENANT understands that smoke detectors are battery operated devices and are the responsibility of the
13 TENANT to insure batteries are in operating condition at all times. If after replacing batteries, any smoke
14 detectors will not operate or has no sound, TENANT must inform OWNER/LANDLORD immediately in
15 writing.
16 5. TENANT is advised by OWNER/LANDLORD to provide and maintain a fire extinguisher on the Proper-
17 ty.
18

19 TENANT has read and agreed to the above provisions of this Addendum.
20

21 DATED _____ TIME _____
22

23 TENANT _____ OWNER/LANDLORD _____
24

25 TENANT _____ OWNER/LANDLORD _____
26

27 TENANT _____ OWNER/LANDLORD _____
28

29 TENANT _____ OWNER/LANDLORD _____
30

31 _____ Licensee's Name _____
32

33 _____ Licensee's License # _____
34

35 _____ Brokerage _____
36

37 _____ Broker's Name _____
38

_____ Phone Number _____

_____ Licensee Signature _____



TENANT PLACEMENT AGREEMENT ADDENDUM #



1 This addendum to the Tenant Placement Agreement dated _____, regarding the property located at
2 _____,
3 between _____ (OWNER/LANDLORD)
4 and _____ (BROKERAGE) is being attached
5 this date _____ and becomes effective when signed by all parties.

34 All other terms remain the same.

| 36 | DATED | TIME | DATED | TIME |
|----|----------------|------|--------------------|------|
| 38 | OWNER/LANDLORD | | Licensee Name | |
| 40 | OWNER/LANDLORD | | License # | |
| 42 | OWNER/LANDLORD | | Brokerage Name | |
| 44 | OWNER/LANDLORD | | Broker's Name | |
| 46 | | | Phone Number | |
| 48 | | | Licensee Signature | |



EXHIBIT A
TO TENANT PLACEMENT AGREEMENT



PROPERTY INFORMATION

Property Address: _____ APN # _____
City: _____ State: _____ Zip: _____ Year Built: _____

CONTACT INFORMATION

Primary Contact Name: _____ Emergency Contact Name: _____
Home Phone: _____ Home Phone: _____
Cell Phone: _____ Cell Phone: _____
Address: _____ Address: _____
City: _____ State: _____ Zip: _____ City: _____ State: _____ Zip: _____
Email: _____ Email: _____

ADDITIONAL INFORMATION

Acceptable Rental Rate/Month: Minimum \$ _____ Maximum \$ _____
Acceptable Lease Term: Minimum _____ Years Maximum _____ Years

Will pets be considered? ☐ Yes ☐ No ☐ On Approval
Will smoking be permitted in the unit? ☐ Yes ☐ No
Will Section 8 be considered? ☐ Yes ☐ No

As applicable:

Mail Box Number: _____ Parking Space number: _____
Gate Code: _____ Alarm Code: _____

OWNER/LANDLORD Paid Utilities: ☐ None ☐ Sewer ☐ Garbage ☐ Water ☐ Electricity ☐ Gas ☐ Cable
☐ Telephone ☐ Landscaping ☐ CIC Fees ☐ Taxes ☐ Mortgage ☐ Other
TENANT to pay all utilities not OWNER/LANDLORD paid.

Home Warranty Company: _____ Policy # _____ Contact # _____

Special Instructions: _____

DATED _____ TIME _____ DATED _____ TIME _____

OWNER/LANDLORD _____ Licensee Name _____

OWNER/LANDLORD _____ License # _____

OWNER/LANDLORD _____ Brokerage Name _____

OWNER/LANDLORD _____ Broker's Name _____

_____ Phone Number _____

_____ Licensee Signature _____



FORECLOSURE ADDENDUM TO THE PROPERTY MANAGEMENT AGREEMENT



- 1 This addendum to the Residential Property Management Agreement dated _____, regarding the property located at
2 _____,
3 between _____ (OWNER/LANDLORD)
4 and _____ (MANAGING BROKERAGE),
5 is being attached this date _____ and becomes effective when signed by all parties.
6
- 7 OWNER/LANDLORD is obligated to advise Management of any defaults on any loans, mortgages, dues or trust deeds.
- 8 A. NOTICE TO TENANT. Should Management receive any notice indicating OWNER/LANDLORD is in any one of the
9 following situations: (1) default of loan, mortgage, assessments or trust deed; (2) any stage of the foreclosure process,
10 including a deed-in-lieu of foreclosure; (3) default in making any payments associated with this property; or (4) acceptance of
11 a short sale contract, OWNER/LANDLORD authorizes Management to notify TENANT(s) and make arrangements to
12 terminate the lease within 30 to 60 days of the expected foreclosure date. OWNER/LANDLORD fully authorizes Management
13 to negotiate an agreeable termination date and any other concessions deemed necessary at Management's sole discretion
14 based on available information and the expected foreclosure sale date (or close of escrow in the case of a short sale).
15
- 16 B. NOTICE TO MANAGEMENT. OWNER/LANDLORD is solely responsible to provide any information regarding the
17 redemption of the property or any extension or negotiations with the lender or trustee in order to delay the foreclosure sale.
18 All information shall be supplied in writing to Management in sufficient time so Management may find a mutually beneficial
19 termination date. Should OWNER/LANDLORD fail to notify Management, then Management reserves the right to terminate
20 the lease agreement at an appropriate time to be decided solely by Management, prior to the foreclosure sale.
21
- 22 C. MANAGEMENT FEES. During the foreclosure period, OWNER/LANDLORD agrees to increase reserves by
23 \$ _____
24 or _____.
25 OWNER/LANDLORD authorizes Management to accelerate the balance of the management fees due to Management for the
26 remainder of the current lease in the amount of \$ _____, plus a termination and TENANT move out fee of
27 \$ _____ payable to Management for compensation for the mailing of notices, research and negotiations that
28 Management must engage into in attempt to lawfully terminate the current lease to minimize repercussions from the TENANT
29 (s). OWNER/LANDLORD is aware that any early termination of lease may result in legal consequences. **OWNER/
30 LANDLORD is advised to seek appropriate counsel for the legal, financial and credit consequences of a foreclosure and
31 early lease termination.**
32
- 33 D. RETURN OF SECURITY DEPOSIT. OWNER/LANDLORD authorizes Management to release security deposits back to
34 the TENANT(s) with no further obligations from the TENANT(s) or Management once the property has been returned in the
35 same or better condition as TENANT(s) occupied the Property.
36
- 37 E. ADDITIONAL TERMS: _____
38 _____
39 _____
40 _____
41 _____
42
- 43 Upon signing by all parties, this Addendum is a binding integral part of the Property Management Agreement. If
44 OWNER/LANDLORD (s) do not fully understand, OWNER/LANDLORD (s) is advised to seek legal counsel before signing.
45
- 46 OWNER/LANDLORD _____ Managing Licensee Name _____
47
48 OWNER/LANDLORD _____ Managing Licensee's ~~Nevada~~ License# _____
49
50 OWNER/LANDLORD _____ Managing Brokerage _____
51
52 OWNER/LANDLORD _____ Broker's Name _____
53
54 _____ Phone Number _____

Managing Licensee's Signature



Residential Lease/Rental Agreement
(Between Owner/Landlord and Tenant)



- 1 NRS 118A.200 Section 4 states:
- 2 a) There are rebuttable presumptions in NRS 205.0813
- 3 and 205.0817 that the Tenant does not have lawful
- 4 occupancy of the dwelling unless this Agreement
- 5 (1) is notarized or is signed by an authorized agent of
- 6 the landlord who at the time of signing holds a
- 7 permit to engage in property management pursuant
- 8 to chapter 645 of NRS; and
- 9 (2) includes the current address and telephone number
- 10 of the landlord or his authorized representative; and
- 11 b) The agreement is valid and enforceable against the
- 12 landlord and the tenant regardless of whether the
- 13 agreement
- 14 (1) is notarized or is signed by an authorized agent of
- 15 the landlord who at the time of signing holds a
- 16 permit to engage in property management pursuant
- 17 to chapter 645 of NRS; or
- 18 (2) includes the current address and telephone number
- 19 of the landlord or his or her authorized
- 20 representative.

Property Address: _____

Tenant [_____] / [_____] / [_____] and Owner/Landlord [_____] / [_____] / [_____] have read this page.

1 Property Address (herein referred to as "Premises"): _____
2 City _____ County _____ State of Nevada Zip _____

3 **RECEIVED FROM** _____,
4 hereinafter designated as the TENANT, the sum of \$ _____.

5 This consideration is being made as a deposit and upon acceptance of this Agreement, the above deposits shall be applied
6 as follows:

| | Total Amount | Amount Received | Amount Due Prior to Occupancy |
|-----------------------------|-----------------|--------------------|-------------------------------------|
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 Rent from _____ to _____ | \$ _____ | \$ _____ | \$ _____ |
| 11 Security Deposit _____ | \$ _____ | \$ _____ | \$ _____ |
| 12 Other _____ | \$ _____ | \$ _____ | \$ _____ |
| 13 Other _____ | \$ _____ | \$ _____ | \$ _____ |
| 14 Other _____ | \$ _____ | \$ _____ | \$ _____ |
| 15 Other _____ | \$ _____ | \$ _____ | \$ _____ |
| 16 Total Amount | \$ _____ | \$ _____ | \$ _____ |

17
18 **ADDITIONAL MONIES DUE:** _____
19 _____
20 _____
21 _____
22 _____
23 _____

24 **OWNER/LANDLORD** The Licensee has been retained for the purpose of securing a TENANT for the Premises,
25 conducting background and credit verifications, drafting lease documents, and collecting initial rents and deposits for the
26 OWNER/LANDLORD; after which, Premises will be managed by OWNER/LANDLORD. All rents and questions should be
27 directed to OWNER/LANDLORD. OWNER/LANDLORD will hold security deposit and disburse same upon termination of
28 this Agreement.

29
30 OWNER/LANDLORD Name: _____
31 OWNER/LANDLORD Address: _____
32 OWNER/LANDLORD Phone: _____ Email: _____
33

34 **IF** this Agreement is not accepted within _____ business days after execution by the prospective TENANT, **THEN** the
35 entire deposit received above shall be returned to the prospective TENANT, excluding ☐ Application Fee of \$ _____
36 ☐ _____.

37 **RENT** The monthly rent thereafter will be in the amount of \$ _____ per month, payable in advance and due on the
38 _____ day of the month. The payment is made payable to OWNER/LANDLORD and mailed or delivered to:

39 _____ at
40 Address: _____ City _____ State _____ Zip _____
41 or _____.

42 Satisfaction of Rent shall be considered all monies owed including, but not limited to monthly rent, security deposits,
43 utilities, late fees, bank charges, and/or court costs. Any and all fees are considered over and above the normal monthly
44 payment and must be paid in full in order for rent to be considered paid in full. Monies received will be applied to the oldest
45 balance first. Rent payments are the sole responsibility of the TENANT without notice or demand.

46
47 **TERM**

48 ☐ The term of this Agreement shall be approximately _____ months, beginning on _____ and terminating
49 on _____, at _____ ☐ A.M. ☐ P.M., for a total rent, not including deposits, other fees and/or potential charges,
50 interest and/or damages, of \$ _____. A 30-day written notice of intent to vacate is required of the TENANT 30 days
51 prior to the expiration of this Lease/Rental Agreement. TENANT shall be responsible to pay rent and otherwise comply with
52 all the terms of this Agreement during the 30 days following delivery of written notice, up to and including the termination
53 date.

Property Address: _____

Tenant [_____/_____/_____] and Owner/Landlord [_____/_____/_____] have read this page.

1 Renewals of this contract must be in writing and signed by all parties or lease will automatically be extended on a month-to-
2 month tenancy until either party gives 30-day written notice. Proration will be made at \$ _____ per day.

3 **OR**

4 ☐ The term of the Agreement shall be on a month-to-month basis beginning on _____ and shall continue until
5 either party gives a 30-day written notice of termination. TENANT shall be responsible to pay rent and otherwise comply
6 with all the terms of this Agreement during the 30 days following delivery of written notice.

7

8 **LATE FEE** A late fee will be imposed of 5% of the total monthly rent if rent is not paid by the 3rd calendar day from
9 when rent is due.

10 ~~TENANT agrees to pay a "late fee" of 5% of the total monthly rent if rent not paid. No late fee may be charged or imposed~~
11 ~~until at least three calendar days after the date that rent is due. In the event the rent is not received by the ☐ 3rd ☐ or~~
12 ~~_____ day after rent is due, then rent is due each month,~~

13

14 **NON-SUFFICIENT FUNDS** The TENANT further agrees to pay \$ _____ plus any bank charges for any
15 dishonored payment. If a payment does not clear as a result of non-sufficient funds, late fees shall apply.

16

17 **RENT INCREASE** The rent can be increased following the initial lease term with a minimum of sixty (60) day written
18 notice prior to the date the increase takes effect. No late fee may be charged or imposed until at least three calendar days
19 after the date that rent is due.

20

21 **NOTICE OF INTENT TO VACATE** Should TENANT vacate prior to the expiration of the rental term, it shall be
22 considered a Breach of Agreement as defined in this contract. Upon expiration of the rental term and in absence of written
23 notice of intent to vacate by the TENANT, rental shall continue on a month-to-month basis subject to all terms and
24 conditions, until either party gives a 30-day written notice to terminate the Agreement. Notice of Intent must be in writing
25 and delivered to OWNER/LANDLORD prior to the first day of the last month of the lease term. As presumed under Nevada
26 law, TENANT'S absence from Premises for a period of time equal to one half of the time for periodic rental payments, while
27 all or any portion of the rent or other monetary obligation of TENANT remains unpaid, constitutes an abandonment of the
28 Premises and entitles OWNER/LANDLORD to, at their option, take possession of the Premises.

29

30 **EVICTIION** If TENANT defaults in the payment of rent or any other term of this Agreement and said default is not
31 immediately cured, Management may terminate this Agreement in the manner required by law. TENANT shall surrender the
32 Premises and pay all sums which Management may be entitled to, including but not limited to, reasonable attorney fees,
33 damages, actual eviction costs, and all other expenses to the maximum extent permitted by Nevada law.

34

35 **INITIAL PAYMENT** Prior to occupancy TENANT shall deliver \$ _____

36 representing _____

37 made payable to _____

38

39 **ASSIGNMENT OR SUBLETTING** The TENANT will not assign or sublet any portion of the Premises without written
40 approval from OWNER/LANDLORD.

41

42 **USE OF PROPERTY** The Premises will be used exclusively as a residence. Any guest(s) staying more than _____ days
43 in a calendar year without prior written consent of OWNER/LANDLORD constitutes a material breach of this Agreement.
44 No business of any type may be conducted on/or from the Premises unless prior written consent of OWNER/LANDLORD is
45 obtained and TENANT complies with all licensing and other legal requirements of business. OWNER/LANDLORD reserves
46 the right to require TENANT to obtain increased liability insurance in an amount to be determined at its sole discretion and/
47 or to increase the Security Deposit on the Premises.

48

49 **NAMES OF TENANTS ON THE PREMISES** The following are the names of those authorized to reside on the
50 Premises:

51 _____

52 _____

Property Address: _____

Tenant [_____ / _____ / _____] and Owner/Landlord [_____ / _____ / _____] have read this page.

1 **MAINTENANCE, REPAIRS OR ALTERATIONS** The TENANT acknowledges that the Premises are in good order
2 and repair, unless otherwise indicated, TENANT has thoroughly examined the Premises, TENANT has not relied on any
3 statements or representations concerning the past, present or future condition or repair of the Premises by the OWNER/
4 LANDLORD or any licensee of either, and TENANT hereby waives any claim or right on account of the condition or repair
5 of the Premises or any alleged defect in any aspect of the Premises. TENANT shall, at TENANT expense, maintain the
6 Premises in a clean and sanitary manner, including, but not limited to, all equipment, appliances, smoke detectors, plumbing,
7 heating and air conditioning, pest control and shall surrender the same, at termination, in as good condition as received,
8 normal wear excepted. TENANT shall be responsible for damages caused by negligence and that of TENANT'S family,
9 invitees, and guests. TENANT shall immediately report any defect or natural wear pertaining to the plumbing, wiring, or
10 workmanship on the Premises. TENANT is responsible and agrees to pay for damage done by weather related damage
11 caused by leaving windows or doors open and or by overflow of water, stoppage of waste pipes, or any other damage to
12 appliances, carpeting, or the Premises in general actions due to the failure to act by TENANT or guests of TENANT.
13 TENANT shall not paint, paper or otherwise redecorate or make alteration to the Premises without prior written consent of
14 OWNER/LANDLORD. TENANT shall irrigate, maintain and fertilize any grounds included in the Premises, including but
15 not limited to, lawns and shrubbery if they are for the TENANT'S exclusive use. **The TENANT shall be responsible for**
16 **turning off and draining, and turning on, sprinkler systems in the Fall and Spring months, respectively. The TENANT**
17 **shall also be responsible for detaching hoses from hose bibs during the Fall/Winter.** TENANT is solely responsible for
18 snow and ice removal on the Premises. TENANT shall maintain the thermostat at 55 degrees or more during the winter
19 months to prevent freezing and shall change furnace filters on a regular basis. Light bulbs are the responsibility of the
20 TENANT. TENANT shall repair and/or replace all material items of the Premises, on or before the termination date to the
21 same condition at time of initial occupancy. Any damages caused by TENANT's noncompliance with these provisions shall
22 be the sole responsibility of the TENANT.

23
24 TENANT will replace broken glass, regardless of cause of damage, at TENANT's expense.

25
26 **INVENTORY** The TENANT hereby acknowledges the following to be a true and correct inventory of all personal
27 property contained on the Premises. Any alterations expressly approved by OWNER/LANDLORD and funded by the
28 TENANT to the Premises shall become part of the Premises and belong to OWNER/LANDLORD unless OWNER/
29 LANDLORD provides TENANT with written notice to remove alterations or additions and restore the Premises to its
30 original condition. A move in condition form has been provided for TENANT to inspect and note any existing conditions of
31 the Premises. The move in condition form must be completed and returned to OWNER/LANDLORD within _____ business
32 days of the first day of the Term set forth above.

33
34 **ITEM Serial Number Condition**

35 ☐ Washer _____
36 ☐ Dryer _____
37 ☐ Refrigerator _____
38 ☐ Other: _____
39 ☐ Other: _____
40 ☐ Other: _____

41
42 **CARDS AND KEYS** Upon execution of this Agreement, TENANT shall receive the following:

43 _____ Door Key(s) _____ Garage Transmitter(s) _____ Other(s) _____
44 _____ Mailbox Key(s) _____ Gate Card(s) _____ Other(s) _____
45 _____ Laundry Room Key(s) _____ Gate Transmitter(s) _____ Other(s) _____

46 TENANT shall make a key deposit (if any) in the amount established in this Agreement. The key deposit shall be refunded
47 within 30 days of TENANT's return of all cards and/or keys to OWNER/LANDLORD.

Property Address: _____

Tenant [_____ / _____ / _____] and Owner/Landlord [_____ / _____ / _____] have read this page.

1 **DAMAGES/DESTRUCTION TO PREMISES** If the Premises is damaged and rendered uninhabitable by events or
2 causes other than the intentional conduct and/or negligence of the TENANT or any guest, invitee or licensee thereof, either
3 party will have the right to terminate this Agreement, in writing, as of the date on which the damage occurred. Should this
4 right be exercised by either party, rent for the current month will be prorated as of the date the damage occurred, and any
5 unused security deposit will be refunded. If the Premises is still habitable, OWNER/LANDLORD agrees to make repairs as
6 soon as practicable. If any damage, whether complete or partial, is caused by the intentional conduct and/or negligence of the
7 TENANT, any member of TENANT's household, guest or other persons on the property, OWNER/LANDLORD has the
8 right to terminate this Agreement. If OWNER/LANDLORD exercises that right, TENANT shall pay prorated rent for that
9 period between the date the damage occurred and the date TENANT completely vacates the Premises. TENANT will
10 reimburse OWNER/LANDLORD for all expenses incurred to restore the Premises to the same condition prior to occupancy.
11 If not, TENANT shall continue to pay rent, otherwise comply with all provisions of the Agreement and reimburse OWNER/
12 LANDLORD, in full, for all expenses related to damage as set forth in the preceding sentence.

13
14 **CLEANING** Upon vacating, TENANT, at TENANT's expense, shall have carpet professionally cleaned by a company
15 mutually agreed upon by OWNER/LANDLORD and TENANT. TENANT will leave Premises in the same condition or
16 better than when initially occupied. This includes, but is not limited to, the interior, exterior, all floor coverings, walls,
17 ceilings, windows, base boards, window coverings, appliances, fixtures, driveways, parking areas, etc. If Premises is not left
18 in the same condition or better than when it was initially occupied, a prorated daily rent may be charged to TENANT while
19 Premises is being restored to that condition. This rent will be equal to the amount charged at the time of last full month of
20 occupancy.

21
22 **RE-KEYING** The TENANT is responsible at TENANT's expense for payment of re-keying.

23
24 **ENTRY AND/OR INSPECTIONS** OWNER/LANDLORD and/or its representative may enter the Premises under the
25 following conditions:

- 26 a. In case of an emergency where Premises may be destroyed or human lives may be in danger;
27 b. Necessary and agreed upon repairs;
28 c. Inspections;
29 d. Show the Premises to potential buyers, future TENANT, lenders or workers;
30 e. When TENANT has surrendered the Premises or has abandoned it;
31 f. If the property is placed for sale and/or lease during the term of the lease, OWNER/LANDLORD may authorize the
32 installation of a lockbox to provide access to real estate licensees for the purpose of showing the property.
33 Notification must be given at least 24 hours in advance and entry will be between the hours of 8:00 a.m. - 5:00 p.m. unless
34 agreed otherwise, excluding (a) and (e) above.

35
36 **SECURITY DEPOSIT** The security deposit will secure the performance of TENANT's obligations. OWNER/
37 LANDLORD may, but is not obligated to, apply all portions of said deposit on account of TENANT obligations. Any
38 balance remaining upon termination will be returned to TENANT with an itemized accounting of the deposit to the
39 TENANT's last known address or according to TENANT's written instructions within 30 days of TENANT vacating the
40 Premises. TENANT will not have the right to apply the security deposit payment to rent. Security deposit to be held by
41 OWNER/LANDLORD.

42
43 **INSURANCE** The TENANT is advised to purchase insurance covering their own personal property and/or injury to
44 others. TENANT shall add OWNER/LANDLORD as an additional insured. OWNER/LANDLORD is not responsible for
45 TENANT's personal property or injury not actually or proximately caused by the actions or failure to act by OWNER/
46 LANDLORD. TENANT's personal property is not insured by the OWNER/LANDLORD.

47
48 **NOTICES** All notices to be provided under the terms of this Agreement are effective if delivered and/or served pursuant
49 to the guidelines set forth in the Nevada Revised Statutes, including, but not limited to, NRS 40.280.

50
51 **WAIVER** Failure of OWNER/LANDLORD to enforce any provision of this Agreement will not be deemed a waiver of
52 that provision or any other provision of this Agreement.

Property Address: _____

Tenant [_____] / [_____] / [_____] and Owner/Landlord [_____] / [_____] / [_____] have read this page.

1 **INDEMNIFICATION** The TENANT holds harmless and completely indemnifies the OWNER/LANDLORD and Permit-
2 ted Property Manager, to the fullest extent allowed by law, from and against all damages, demands, causes of action and any
3 and all other types of claims and/or liabilities, including, but not limited to, all attorney's fees, costs and other legal expenses
4 incurred by OWNER/LANDLORD and Permitted Property Manager to defend themselves against damages, demands,
5 causes, claims and liabilities, which arise from, or are in any other way related to, the actions, or the failure to act, of
6 TENANT and guests, invitees or other licensees, and TENANT failure to comply with or breach, of any provision of this
7 Agreement, regardless of whether insurance coverage is available to TENANT for the indemnity obligations set forth herein.
8 OWNER/LANDLORD and Permitted Property Manager shall not be liable for any damage or injury to TENANT, or any
9 property thereof, or to any other person, another person's property or any animal, occurring on the Premises or any part
10 thereof, unless liability is directly caused by OWNER/LANDLORD and/or Permitted Property Manager.

11
12 **BREACH OF AGREEMENT** Failure of TENANT to comply with any term or condition of this Agreement, an
13 abandonment of the Premises as defined herein, and/or failure by TENANT to comply with any applicable rules or
14 provisions of the laws of the State of Nevada, each constitute a material breach of this Agreement and entitle OWNER/
15 LANDLORD to terminate this Agreement upon five (5) days written notice or in the most expedient manner allowed under
16 Nevada law. Following termination, TENANT is responsible and will incur costs to maintain the property and pay rent until
17 the end of the lease or the property is re-rented, whichever occurs first. TENANT is responsible ~~liable~~ for all re-leasing
18 costs, including but not limited to, leasing fees, advertising, cleaning, repair, care of the Property while vacant, court costs,
19 eviction fees, late fees, etc. If the market rent must be reduced to re-rent the Premises, the difference through the remainder
20 of the Term will be charged to the TENANT. Any changes herein enumerated shall immediately be due as rent and may be
21 deducted from any remaining security deposit, and any balance remaining shall be billed to the TENANT.

22
23 **TIME IS OF THE ESSENCE** Time is of the essence in this Agreement.

24
25 **NEVADA LAW TO APPLY** Nevada law shall apply to the interpretation and enforcement of this Agreement.

26
27 **ATTORNEY'S FEES** In the event either party hereto is required to engage the services of an attorney to enforce this
28 Agreement, the prevailing party in any proceeding shall be entitled to recover its reasonable attorney's fees and all resulting
29 legal expenses and costs.

30
31 **SEVERABILITY** If any provision of this Agreement is held invalid or unenforceable by any court of competent
32 jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement
33 held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or
34 unenforceable.

35
36 **CODE OF ETHICS** Not all real estate licensees are REALTORS®. A REALTOR® is a member of the National
37 Association of REALTORS® and therefore subscribes to a higher ethical standard in the industry, known as the REALTOR®
38 Code of Ethics. To receive a copy of the Code of Ethics, ask your real estate professional OR, the local Association of
39 REALTORS®.

40
41 **ADDITIONAL TERMS OF THIS AGREEMENT:**

42 _____
43 _____
44 _____
45 _____
46 _____
47 _____
48 _____

Property Address: _____

Tenant [_____ / _____ / _____] and Owner/Landlord [_____ / _____ / _____] have read this page.

1 **ADDITIONAL FORMS ATTACHED TO THIS AGREEMENT:**

- 2 ☐ Addendum to the Residential Lease/Rental Drug Free Housing
3 ☐ Disclosure of Information Lead-Based Paint and/or Lead-Based Paint Hazards
4 ☐ Duties Owed by a Nevada Real Estate Licensee
5 ☐ Emotional Support Animal Application/Addendum
6 ☐ Foreclosure Addendum to the Residential Lease/Rental Agreement
7 ☐ Move-In Condition Form
8 ☐ Pet Agreement
9 ☐ Smoke Detector Addendum
10 ☐ Utility Addendum
11 ☐ Other _____
12

13 **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties and supersedes all prior agreements
14 of any kind between the parties, written or oral. Both parties acknowledge to not have relied on any statements of the real
15 estate Licensee, Broker or OWNER/LANDLORD which are not herein expressed.

16
17 **EMERGENCY PHONE NUMBER** In the event there is an emergency which in any way affects the Premises or the
18 parties obligations under this Agreement the TENANT must report it to _____ at the following
19 number _____ or _____, which is a local contact in the county or within
20 60 miles of the Premises. If there is an emergency that requires IMMEDIATE attention (i.e. fire, pipe breakage with sudden
21 unstopable water flow, gas leak, etc.) TENANT to handle IMMEDIATE emergency by contacting appropriate agency (i.e.
22 fire department, utility company for shut off, etc.) or for life emergencies call 911. THEN contact OWNER/LANDLORD.
23

24 All persons signing on behalf of the TENANT, if more than one, are bound, jointly and severally, by the terms of this
25 Agreement.

26
27 **The TENANT hereby acknowledges receipt of a complete copy of this Agreement.**

28
29 DATED: _____ TIME: _____ DATED: _____ TIME: _____

30
31 TENANT _____ TENANT _____

32
33 TENANT _____ TENANT _____

34
35 TENANT Primary Phone _____ TENANT Secondary Phone _____

36 TENANT Primary Email _____ TENANT Secondary Email _____

37
38 State of Nevada, County of _____.

39 This instrument was acknowledged before me on
40 (date) _____
41

42 LANDLORD _____

43
44 LANDLORD _____

45
46 LANDLORD _____

47
48 LANDLORD _____

49 _____
50 Address _____ City/State/Zip _____

51
52 Contact Phone _____ Email _____



(Notary Stamp)

(Signature of notarial officer)

Property Address: _____

Tenant [_____/_____/_____] and Owner/Landlord [_____/_____/_____] have read this page.



RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT



1 This Property Management Agreement (Agreement), entered into this _____ day of _____,
 2 between _____ (Owner)
 3 of the property described below (Property) and _____ (Managing Brokerage),
 4 by and through its authorized Licensee _____ (Licensee)
 5 who is duly licensed to manage the Property. In consideration of the mutual terms of this Agreement the parties agree as
 6 follows:
 7

8 **NOTICES:** Any notices, demands, consents and reports necessary or provided for under this Agreement shall be in writing
 9 and shall be addressed as follows:

| | |
|--|--|
| 10 To Owner: 11 Name: _____ 12 Address: _____ 13 City, State Zip: _____ 14 Phone: _____ 15 Fax: _____ 16 Email: _____ | To Broker: Brokerage Name: _____ Address: _____ City, State Zip: _____ Phone: _____ Fax: _____ Email: _____ |
|--|--|

17
 18 All notices shall be transmitted and/or delivered as per Nevada Revised Statutes (NRS). ~~by fax, electronically, or mailed by~~
 19 ~~certified mail. Notices shall be effective and deemed delivered as of the time noted on the confirmation sheet generated by~~
 20 ~~the sender's fax machine, verification of electronic delivery through delivery and read receipt requested or three (3) days~~
 21 ~~following the date of mailing, evidenced by the _____ postmark on the envelope containing the delivered material.~~
 22

23 **ENGAGEMENT OF MANAGING BROKER**

24 **Engagement and Acceptance.** Owner employs Broker as the sole exclusive Licensee of Owner to lease and manage the
 25 Property (which includes listing the Property for lease and securing a tenant), upon the terms and conditions provided here-
 26 in. Broker accepts the engagement and shall furnish the services to the Owner for the management of the Property. Owner
 27 shall pay all of the expenses in connection with this service described herein. Owner understands and agrees that Broker's
 28 services will be performed through one or more authorized licensees, and any reference to Broker in this Agreement
 29 includes such authorized licensees.

30 **Relationship of Broker to Owner.** The relationship of the parties to this Agreement shall be that of Owner and Licensee,
 31 and all duties to be performed by Broker under this Agreement shall be on behalf of Owner, in Owner's name and for Own-
 32 er's account. In taking any action under this Agreement, Broker shall be acting only as Licensee for Owner, and nothing in
 33 this Agreement shall be construed as creating a partnership, joint venture or any other relationship between the parties or as
 34 requiring Broker to bear any portion of losses arising out of or connected with the ownership or operation of the Property.
 35 Broker shall not at any time during the period of this Agreement be considered a direct employee of Owner. Neither party
 36 shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that Broker is au-
 37 thorized to act with such additional power as may be necessary to carry out the spirit and intent of this Agreement. Bro-
 38 ker, under this Agreement, shall not be responsible for delays in the performance of any obligation unless there is an inten-
 39 tional delay caused by Broker or its employees.
 40

41 **DESCRIPTION OF PROPERTY** The Property under this Agreement is commonly known as _____
 42 _____, situated in the ☐ City OR
 43 ☐ Unincorporated Area of _____, County of _____, State of
 44 Nevada, APN _____ (Property).
 45

46 **TERM** The term of this Agreement shall be for an initial period of _____ years (Initial Term) beginning on
 47 _____, _____ and ending _____, _____. This Agree-
 48 ment will renew for a like term, unless either party gives the other 30 days written notice of non-renewal or as provided
 49 for under "TERMINATION" of this Agreement.

Property Address: _____

Owner [_____/_____/_____] and Licensee [_____] have read this page.

1 **BROKER COMPENSATION AND EXPENSES**

2 As compensation for the services rendered by Broker under this Agreement (and exclusive of reimbursement of the
3 expenses to which Broker is entitled hereunder), Owner shall pay Broker as follows:

4 **Management Services.** Broker shall be paid the greater of \$ _____ per month or _____ % of the monthly gross
5 collected rents. Payments due Broker for periods of less than the scheduled rental periods shall be prorated.

6 **Leasing Fee.** For the procurement of a Tenant(s) for whom a lease is signed, Broker shall be paid a leasing fee as
7 follows:

8 \$ _____ -OR- _____ % of the first month's rent.

9 **Set-Up Fee.** For entering the Property into Broker's property management system, Broker shall be paid a one time,
10 non-refundable fee of \$ _____.

11 **Referral Commission.** Owner also authorizes payment of an MLS referral commission to the referring broker not to
12 exceed \$ _____. Owner understands and agrees that such commission will be paid to any real estate Broker
13 (including Broker's leasing staff) who brings a qualified tenant that results in a signed lease.

14 **Lease Renewals.** For lease renewals, Broker shall be paid a leasing fee of \$ _____ -OR- _____ % of the monthly
15 rent -OR- _____ % of the annual scheduled rent.

16 **Advertising.** Owner agrees to pay in advance for any and all advertisements placed on Owner's behalf. Unless specified
17 by Owner, Owner agrees that advertising (including choice of media) is at the Broker's discretion.

18 **Interest on Unpaid Sums.** Any sums due Broker under the terms of this Agreement, and not paid within 30 days after
19 such sums have become due, shall bear interest at the rate of 12% per annum.

20 **Extraordinary Services.** An hourly fee of \$ _____ per hour shall be paid to Broker for all necessary or requested
21 tasks not considered normal management duties.

22 **Termination Fees.** Additional fees may be due upon Termination of this Agreement as provided for under
23 "TERMINATION" of this Agreement.

24
25 **TERMINATION**

26 **Early Termination** This Agreement may be terminated by Owner before the termination date specified under "TERM"
27 in this Agreement by written notice to Broker not less than 30 days prior to the termination date specified in such notice,
28 together with a cancellation fee in the amount equal to the management fee that would accrue over the remainder of the
29 stated term of any existing lease agreement or this Agreement, whichever is greater. For this purpose, the monthly
30 management fee for the remainder of the stated terms of the existing lease agreement shall be presumed to be the same as
31 that of the last full calendar month prior to service of the notice of cancellation. In the event Owner directs Broker to
32 transfer files and documents to a succeeding management brokerage, Owner will pay Broker a transfer fee of
33 \$ _____. This Agreement may be terminated by Broker before the termination date specified in this Agreement upon
34 30 days written notice to Owner. Within 10 days of termination, Owner will pay Broker all monies due under this
35 Agreement. Should this Agreement be terminated by either party prior to leasing the Property, Broker is entitled to retain
36 a set-up fee of \$ _____, and Owner shall reimburse Broker for the actual cost of any expenses incurred relative to
37 the Property. If Owner terminates this Agreement prior to leasing the Property, Owner agrees to pay a cancellation fee of
38 \$ _____.

39 **Owner Responsible for Payments** Upon termination of this Agreement, Owner shall assume the obligations of any
40 contract or outstanding costs incurred by Broker under this Agreement. Broker may withhold Owner's funds for 30 days
41 after the end of the month in which this Agreement is terminated in order to pay bills previously incurred but not yet
42 invoiced and to close accounts. Broker shall deliver to Owner, within 30 days after the end of the month in which this
43 Agreement is terminated, any balance of monies due Owner or which were held by Broker with respect to the Property, as
44 well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of
45 termination or withdrawal.

46 **Leasing Fee Survives** In addition to the amounts specified above, if Owner terminates this Agreement before the
47 TERM and/or before the Property is leased, and within _____ calendar days of the termination the Property is leased to
48 anyone with whom the Broker has had negotiations or to whom the Property was shown prior to the termination, Broker
49 shall be paid the Leasing Fee under "REFERRAL COMMISSION" in this Agreement. Referral Commission may be
50 waived if Owner enters into a valid property management agreement with another licensed real estate Broker after
51 termination of this Agreement.

Property Address: _____

Owner [_____ / _____ / _____] and Licensee [_____] have read this page.

1 **BANK ACCOUNTS**

2 **Trust Accounts.** Broker shall establish a separate Trust Account, apart from any company or corporate account, for the
3 deposit of collected rents in an institution whose deposits are insured by the federal government. Such depository shall be
4 selected by Broker. Designated funds relating to the Property in the Trust Account remain the property of Owner subject to
5 disbursement of expenses by Broker as described in this Agreement.

6 **Initial Deposit and Reserve.** Immediately upon commencement of this Agreement, Owner shall remit to Broker the sum
7 of \$ _____ as a reserve. Owner shall maintain the reserve stated above at all times in the Trust Account to enable
8 Broker to pay the obligations of Owner under this Agreement as they become due. Broker shall notify Owner if additional
9 funds are required.

10 **Security Deposit Trust Account.** Broker shall maintain a separate Security Deposit Trust Account for security deposits,
11 cleaning, pet, and key and other deposits.
12

13 **COLLECTION OF RENTS AND OTHER RECEIPTS**

14 **Broker's Authority.** Broker shall collect all rents, charges and other amounts receivable on Owner's account in
15 connection with the management and operation of the Property. Such receipts shall be deposited in the Trust Account
16 maintained by Broker of the Property.

17 **Special charges.** Broker may collect from the tenants and retain any and or all, but not limited to the following: an
18 administrative charge for late payment of rent, a charge for returned or non-negotiated checks, and a rental application fee.

19 **Security Deposit Trust Account.** Broker shall collect a security deposit and deposit it into the Trust Account and disburse
20 it in accordance with NRS Chapter 118A.
21

22 **DISBURSEMENTS OF RENTS AND OTHER RECEIPTS**

23 **Operating Expenses.** From the Trust Account, Broker is hereby authorized to pay for all expenses and costs of operating
24 the Property and for all other sums due Broker under the Agreement, including Broker's compensation.

25 **Debt Service.** Owner shall give Broker advance written notice of at least 30 days to make any additional monthly or
26 recurring payments (such as mortgage indebtedness, general taxes, special assessments or insurance premiums) out of
27 Owner's proceeds from the Property. If Owner notifies Broker to make such payments after the beginning of the term of
28 this Agreement, Broker shall have the authority to name a new contingency reserve amount, and Owner shall maintain this
29 new contingency reserve amount at all times in the Trust Account.

30 **Net Proceeds.** To the extent that funds are available and after maintaining the cash contingency reserve amount, Broker
31 shall transmit the cash balances to Owner monthly.
32

33 **BROKER IS NOT REQUIRED TO ADVANCE FUNDS**

34 If the balance of the Trust Account is at any time insufficient to pay disbursements due and payable, Owner shall, not later
35 than 10 days after notice, remit to Broker sufficient funds to cover the deficiency and replenish the contingency reserve. In
36 no event shall Broker be required to use its own funds to pay such disbursements, nor shall Broker be required to advance
37 any monies to Owner or to the Trust Account. If Broker advances any monies in connection with the Property to pay any
38 Owner expense, Owner shall reimburse Broker, including interest at a rate of 12% per annum, and Broker may deduct
39 such amounts from any monies due Owner.
40

41 **FINANCIAL AND OTHER REPORTS**

42 **Owner/IRS Relationship.** Owner is required to file all required Internal Revenue Service (IRS) forms and meet all IRS
43 requirements. Owner agrees to provide Broker with appropriate IRS forms (e.g., W-9) before any funds are disbursed to
44 Owner.

45 **Reports.** Broker shall furnish Owner with a statement of cash receipts and disbursements for the operation of the Property
46 monthly. In addition, Broker shall on a mutually acceptable schedule, prepare and submit to Owner such other reports as
47 are agreed on by both parties. Broker shall submit as required by the IRS at the conclusion of each calendar year a Form
48 1099 indicating the total income received from the Property.

Property Address: _____

Owner [_____] / [_____] / [_____] / [_____] and Licensee [_____] have read this page.

1 **LEASING AND RENTING**

2 **Authority.** Broker is authorized to negotiate, prepare and sign all leases, including all renewals and extensions of leases
3 and to cancel and modify existing leases for Owner. All costs of leasing shall be paid out of the Property Trust Account.
4 Leases are to be written on Broker's standard lease form.

5 **Enforcement of the Leases.** Broker is authorized to institute, in Owner's name, all legal actions or proceedings for the
6 enforcement of any lease term, for the collection of rent or other income from the Property, or for the eviction or
7 dispossession of the tenants or other persons from the Property. Broker is authorized to sign and serve such notices as
8 Broker deems necessary for lease enforcement, including the collection of rent or other income. If Broker deems it
9 necessary, Broker may retain an attorney of Broker's choice (unless Owner supplies Broker with the name of Owner's
10 attorney). Owner shall pay all attorneys fees and court costs.

11 **Management/Maintenance Review.** Broker shall make management/maintenance reviews of the Property at the time of
12 occupancy, when the tenant vacates and at such other times as Broker feels necessary or advisable and report matters
13 concerning the condition of the Property to Owner. In the event of vacancy, Broker will take reasonable precautions to
14 secure the Property.

15 **Keybox.** Owner ☐ does OR ☐ does not authorize Broker to install a keybox in connection with the showing of the
16 Property when necessary.
17

18 **FAIR HOUSING**

19 Owner understands that the state and federal housing laws prohibit discrimination in the sale, rental, appraisal, financing or
20 advertising of housing on the basis of race, religious creed, color, national origin, disability, sexual orientation, gender
21 identity or expression, ancestry, familial status or sex.
22

23 **REASONABLE MAINTENANCE AND REPAIR**

24 Ordinary/Emergency Maintenance and Repair. Broker shall make or cause to be made, through contracted services,
25 employees or otherwise, all ordinary repairs and replacements reasonably necessary to preserve the Property in a habitable
26 condition and for the operating efficiency of the Property, and all alterations required to comply with lease requirements,
27 governmental regulations or insurance requirements. Any cost exceeding \$ _____ must be approved by Owner in
28 advance except that in an emergency where repairs are immediately necessary for the preservation and safety of the
29 Property, to avoid the suspension of any essential service to the Property, to avoid danger of life or Property, or to comply
30 with federal, state or local law; such emergency repairs shall be made by Broker at Owner's expense without prior
31 approval.

32 Owner authorizes Broker to assist in scheduling work to repair or maintain the Property pursuant to NRS 624.031(11).
33 Owner acknowledges Broker will not receive any additional compensation for providing such assistance. Owner
34 acknowledges any work to repair or maintain the property must not exceed \$10,000 within any six month period or require
35 a building permit .

36 **Smoke Detectors.** At Owner's expense, smoke detectors will be installed on the Property in working condition in
37 accordance with the law prior to the tenant's occupancy. During the occupancy, it shall be the tenant's responsibility to
38 maintain all smoke detectors.
39

40 **UTILITIES AND SERVICES**

41 Owner may, in Owner's name and at Owner's expense, make contracts for electricity, gas or water and such other
42 services as necessary or prudent for the operations of the Property. All utility charges and deposits shall be Owner's
43 responsibility. Owner authorizes Broker to communicate with the respective utility companies and service providers and
44 make changes to services as Broker deems necessary during the term of this Agreement.

Property Address: _____

Owner [_____/_____/_____/_____] and Licensee [_____] have read this page.

1 **INSURANCE**

2 **Owner's Insurance.** Owner shall obtain and keep in force adequate insurance against damage and against liability for loss,
3 damage or injury to property or persons which might arise out of the occupancy, management, operation or maintenance of
4 the Property. The deductible required under such insurance policies shall be Owner's expense. Broker shall be named as an
5 additional insured on all liability insurance maintained with respect to the Property. Liability insurance shall in form,
6 substance and amounts reasonably satisfactory to Broker, but no less than \$ _____. Owner shall provide
7 Broker with proof of fire insurance policies in force and shall obtain adequate vandalism coverage for the Property. Owner
8 shall furnish Broker with a certificate evidencing fire and liability insurance or with duplicate copies of such policies within
9 15 days after the date of this Agreement. Such policies shall provide that notice of default or cancelation shall be sent to
10 Broker as well as Owner and shall require a minimum of 30 days written notice to Broker before any cancellation of or
11 changes to such policies.

12 **Tenant's Insurance.** TENANT will be advised to purchase insurance covering their own personal property and/or injury
13 to others. Management is not responsible for TENANT'S personal property or injury not actually or proximately caused by
14 the actions or failure to act by Management. TENANT'S personal property is not insured by the Owner or Management.

15
16 **HOLD HARMLESS**

17 Owner shall indemnify, defend and hold Broker harmless from all loss, investigation, suits, damage, cost, expense,
18 including but not limited to, attorneys fees, liability, or claims for personal injury or property damage incurred or
19 occurring in, on or about the Property.

20
21 **BROKER ASSUMES NO LIABILITY**

22 Broker assumes no liability for any damages, losses, or acts of omission by the Tenant. Broker assumes no liability for any
23 acts or omissions of Owner or previous Owners or previous brokers. Broker assumes no liability for default by any tenant.
24 Broker assumes no liability for violations of environmental or other regulations which may become known during the term
25 of this Agreement. Any such regulatory violations or hazards discovered by Broker shall be brought to the attention of
26 Owner, and Owner shall promptly cure it. Broker shall not be liable in the event of bankruptcy or failure of the depository
27 bank where Owner's funds are deposited.

28
29 **OWNER'S RESPONSIBILITY FOR EXPENSES OF LITIGATION.**

30 **Litigation and Compliance Expenses.** Owner shall pay all fines, penalties, or other expenses in connection with any
31 claim, proceeding or suit involving an alleged violation of any law pertaining to fair employment, fair credit reporting,
32 environmental protection, rent control, taxes or fair housing, including illegal discrimination on the basis of race, religious
33 creed, color, national origin, disability, sexual orientation, gender identity or expression, ancestry familial status or sex,
34 the Owner shall not be responsible to Broker for any such expenses if Broker is finally adjudged in a court of law to have
35 personally, and not in a representative capacity, violated any such law. Nothing contained in this Agreement shall obligate
36 Broker to employ legal counsel to represent Owner in any such proceeding or suit.

37 **Fees for Legal Advice.** Owner shall pay reasonable expenses incurred by Broker in obtaining legal advice regarding
38 compliance with any law affecting the Property. If such expenditure also benefits other principals of Broker, Owner shall
39 pay an apportioned amount of such expense.

40
41 **REPRESENTATIONS.**

42 Owner represents and warrants that Owner has full power and authority to enter into this Agreement; that there are no
43 written or oral agreements affecting the Property other than disclosed tenant leases, copies of which have been furnished to
44 Broker; that there are no recorded easements, restrictions, reservations or rights of way which adversely affect the use of
45 the Property for the purposes intended under this Agreement; that the Property is zoned for the intended use; that all
46 permits for the operations of the Property have been secured and are current; that the building and its construction and
47 operation do not violate any applicable statutes, laws, ordinances, rules, regulations, orders or the like; and that the
48 information supplied by Owner is dependable and accurate. **OWNER REPRESENTS THAT ANY LOAN, NOTES,**
49 **MORTGAGE, TAXES, DUES OR TRUST DEEDS ARE PAID AND ARE CURRENT WITHOUT DEFAULTS;**
50 and that any future defaults on any loans, mortgages, dues or trust deeds will be reported to Broker within 14 business days
51 of Owner's receipt of notice of default (which commences foreclosure proceedings). Owner understands that offering a
52 property for lease while the property is in foreclosure proceedings, without written disclosure is a deceptive trade practice
53 punishable by both civil and criminal proceedings.

54

Property Address: _____

1 **COMMON INTEREST COMMUNITY**

2 If the Property is located within a Common Interest Community (CIC), Owner understands and agrees that Broker is not
3 involved in and has no control over the CIC. Owner understands that the CIC's Declaration of Covenants, Conditions and
4 Restrictions (CC&Rs) may restrict the leasing of the Property, and it is Owner's sole responsibility to determine whether
5 the Property is so affected. Broker assumes no liability for any costs associated with violations of Bylaws or CC&Rs by
6 Owners and/or Tenant(s). Broker assumes no liability for understanding or complying with the CC&Rs, and has no
7 responsibility for any future amendments or additions to the CC&Rs. Owner remains solely responsible for assessments,
8 violations and fines/fees payable to the CIC, and agrees to reimburse Broker for any such assessments, fines or fees which
9 Broker may pay on Owner's behalf. Any subsequent and separate notice which identifies Broker as Owner's Property
10 Manager will not affect the terms of this Section.

11

12 **INDEMNIFICATION SURVIVES TERMINATION**

13 All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All
14 provisions of this Agreement that require Owner to have insured or to defend, reimburse or indemnify Broker shall survive
15 any termination. If Broker becomes involved in any proceeding or litigation by reason of having been Owner's Broker,
16 such provisions shall apply as if this Agreement were still in effect.

17

18 **RIGHTS CUMULATIVE; NO WAIVER**

19 The exercise of any right or remedy provided in this Agreement shall not be an election of remedies, and each right and
20 remedy shall be cumulative. The failure of either party to this Agreement to insist at any time upon the strict observance or
21 performance of any provisions of this Agreement, or to exercise any right or remedy provided in this Agreement, shall not
22 be construed as a waiver of such right or remedy with respect to subsequent defaults. Every right and remedy provided in
23 this Agreement may be exercised from time to time and as often as may be deemed expedient by the party exercising such
24 right or remedy.

25

26 **APPLICABLE LAW AND PARTIAL INVALIDITY**

27 The interpretation of this Agreement shall be governed by the laws of the State of Nevada. Any action arising under this
28 Agreement shall be brought in state court in the county where the Property is located. If any part of this Agreement shall
29 be declared invalid or unenforceable by a court of competent jurisdiction, either party shall have the option to terminate
30 this Agreement by written notice to the other party.

31

32 **COMPLETE AGREEMENT**

33 This Agreement and attachments contain the entire agreement of the parties and supersede all prior agreement or representations
34 with respect to the Property not expressly set forth in this Agreement. This Agreement may only be modified in writing, signed
35 and dated by the parties and shall be binding upon the parties, and each of their respective heirs, executors, administrators,
36 successors, and assigns. ~~No amendment is valid unless in writing and signed by the parties.~~ There are no warranties or represen-
37 tations not herein contained.

38

39 **FOREIGN INVESTMENTS IN REAL PROPERTY TAX ACT (FIRPTA)**

40 Pursuant to the Internal Revenue Code Section 1441, the deduction of a withholding tax on all fixed or determinable gross
41 income shall be required of any non-resident alien individual, fiduciary, foreign partnership or foreign corporation unless
42 exempt under provisions provided under said IRS Section. If Owner is a non-resident alien individual, fiduciary, foreign
43 partnership or foreign corporation, Broker will require a written statement from either a CPA or U.S. Tax Attorney.
44 Owner ☐ is OR ☐ is not a non-resident alien individual, fiduciary, foreign partnership or foreign corporation.

45

46 **ADDITIONAL TERMS:** _____

47 _____

48 _____

49 _____

Property Address: _____

Owner [_____] / [_____] / [_____] / [_____] and Licensee [_____] have read this page.

1 _____
2 _____
3 **ADDITIONAL FORMS ATTACHED TO THIS AGREEMENT:**
4 ☐ Disclosure of Information Lead-Based Paint and/or Lead-Based Paint Hazards
5 ☐ Duties Owed by a Nevada Real Estate Licensee
6 ☐ Exhibit A to Property Management Agreement
7 ☐ Foreclosure Addendum to the Property Management Agreement
8 ☐ Other _____
9 ☐ Other _____
10
11 **ELECTRONIC TRANSMISSION** The electronic transmission of a signed copy hereof or any counter offer/amendment
12 to the other party or the Broker shall constitute delivery of said signed document. Signatures appearing on electronically
13 transmitted documents shall be accepted as originals.
14
15 **TIME IS OF THE ESSENCE** Time is of the essence of this Agreement.
16
17 **ATTORNEY FEES** In the event either party is required to engage the services of an attorney to enforce this Agreement,
18 the prevailing party in any proceeding shall be entitled to an award of reasonable attorney's fees, legal expenses and costs.
19
20 **CODE OF ETHICS** Not all real estate licensees are REALTOR(S)®. A REALTOR® is a member of the National
21 Association of REALTORS® and therefore subscribes to a higher ethical standard in the industry, known as the REALTOR®
22 Code of Ethics. To receive a copy of the REALTOR® Code of Ethics, ask your real estate professional OR, the local
23 Association of REALTORS®.
24
25 **PROFESSIONAL CONSULTATION ADVISORY** A real estate Broker is qualified to advise on real estate. The parties
26 are advised to consult with appropriate professionals, including, but not limited to, engineers, surveyors, appraisers, lawyers,
27 CPAs, or other professionals, on specific topics, including, but not limited to, land use regulation, boundaries and setbacks,
28 square footage, physical condition, legal, tax, water rights and other consequences of the transaction.
29
30 OWNER acknowledges having read and approved each of the provisions of this Agreement and agrees to the terms and con-
31 ditions specified.
32
33 DATED _____ TIME _____ DATED _____ TIME _____
34
35 OWNER _____ Managing Licensee _____
36
37 OWNER _____ Managing Licensee's ~~Nevada~~ License # _____
38
39 OWNER _____ Property Management Permit # _____
40
41 OWNER _____ Managing Brokerage _____
42
43 Address _____ Broker's Name _____
44
45 City/State/Zip _____ Broker's License # _____
46
47 Phone _____ Office Address _____
48
49 Email _____ City/State/Zip _____
50
51 Phone _____ Phone _____

~~Work~~ Phone _____ ~~Fax~~ _____

~~Owner~~ Email _____ Licensee Email _____



PROPERTY MANAGEMENT ADDENDUM # _____



1 This addendum to the Property Management Agreement dated _____, regarding the property located at
2 _____,
3 between _____ (OWNER/LANDLORD)
4 and _____ (MANAGEMENT COMPANY)
5 is being attached this date _____ and becomes effective when signed by all parties.

34 All other terms remain the same.

| | |
|---------------------------------|---|
| 36 DATED _____ TIME _____ | DATED _____ TIME _____ |
| 38 OWNER/ <u>LANDLORD</u> _____ | Managing <u>Licensee Name</u> Agent _____ |
| 40 OWNER/ <u>LANDLORD</u> _____ | Managing <u>Licensee's</u> Agent's License # _____ |
| 42 OWNER/ <u>LANDLORD</u> _____ | Management Brokerage Company _____ |
| 44 OWNER/ <u>LANDLORD</u> _____ | Broker's Name _____ |
| | Phone Number _____ |
| | <u>Managing</u> Licensee Signature _____ |



DRUG FREE HOUSING ADDENDUM

(Between Property Management and Tenant)



This addendum to the Residential Lease/Rental Agreement dated _____, regarding the Property located at

1 _____,
 2 between _____ (TENANT),
 3 and _____ (MANAGING BROKERAGE),
 4 is being attached this date _____ and becomes effective upon execution by TENANT
 5 The parties agree to the Amendment as follows:

6
 7 TENANT and any member of TENANT's household, guest or other persons on the property will not engage in criminal
 8 activity, including drug-related criminal activity, on the Property. "Drug-related criminal activity" includes the illegal
 9 manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of controlled substances.
 10 Controlled substances is defined in Title 21 United States Code (USC) Controlled Substance Act, Part A, Section 802.

11
 12 TENANT and any member of TENANT's household, guest or other persons on the property shall not engage in any act
 13 intended to facilitate criminal activity, including drug-related criminal activity.

14
 15 TENANT and any member of TENANT's household, guest or other persons on the property will not permit the Property to
 16 be used for or to facilitate criminal activity, including, but not limited to, drug-related criminal activity.

17
 18 TENANT and any member of TENANT's household, guest or other persons on the property will not engage in the
 19 manufacture, sale or distribution of controlled substances on the Property.

20
 21 TENANT and any member of TENANT's household, guest or other persons on the property shall not engage in acts of
 22 violence, including, but no limited to, the unlawful discharge of firearms, on the Property.

23
 24 **Violation of the above provisions shall be a material violation of the Lease/Rental Agreement and cause for**
 25 **termination of tenancy.** A single violation of any of the provisions of this Addendum shall be deemed a serious violation
 26 and a material noncompliance with the Lease/Rental Agreement. It is understood and agreed that a single violation shall be
 27 cause for termination of the Lease/Rental Agreement. Unless otherwise provided by law, proof of violation shall not require
 28 criminal conviction, but shall be by a preponderance of the evidence.

29
 30 In case of a conflict between the provisions of this Addendum and any other provisions of the Lease/Rental Agreement, the
 31 provisions of the Addendum shall prevail.

32
 33 This Addendum is a binding integral part of the Lease/Rental Agreement. If TENANT does not fully understand, TENANT
 34 should seek legal counsel before signing.

35
 36 DATED _____ TIME _____

37
 38 TENANT _____ Managing Licensee _____

39
 40 TENANT _____ Managing Licensee's ~~Nevada~~ License # _____

41
 42 TENANT _____ Managing Brokerage _____

43
 44 TENANT _____ Broker's Name _____

45
 46 _____ Phone Number _____

47
 48 _____ Managing Licensee Signature _____



EMOTIONAL SUPPORT ANIMAL APPLICATION/ADDENDUM

(Between Property Management and Tenant)



1 This Application/Addendum to the Residential Lease/Rental Agreement dated _____, on the property located at
 2 _____
 3 between _____ (TENANT)
 4 and _____ (MANAGING BROKERAGE),
 5 is being attached this date _____ and becomes effective when signed by all parties.

6
 7 Under the Federal Housing Act and Section 504, persons with disabilities may request a reasonable accommodation for any
 8 assistance animal, including an Emotional Support Animal. If you or a member of your household has a disability and feel
 9 that there is a need for a reasonable accommodation for an Emotional Support Animal please provide the following
 10 Emotional/Support Animal Information:

11
 12 Type: _____ Size: _____ Weight: _____ County Animal License # _____
 13 Breed and Description: _____

14
 15 Emotional Support Animal shall be on a leash at all times as required by governing entities, when outside of the property and
 16 supervised by a responsible person. Emotional Support Animal must not be tied or tethered to any trees bushes, fences, posts
 17 or other areas outside of the property. All waste will be picked up by the TENANT no less than every _____ day(s) and at
 18 move-out.

19 TENANT will be responsible for any damages caused by Emotional Support Animal. TENANT must repair/
 20 replace any and all damaged items to the original condition.

21 TENANT agrees that Management has the right to revoke this agreement with written notice to the TENANT in
 22 accordance with the law.

23 TENANT agrees to remove Emotional Support Animal if Emotional Support Animal becomes a nuisance/
 24 annoyance or disrupts the rights of others.

25 TENANT understands that Emotional Support Animals are defined separately from Certified ADA Service Ani-
 26 mals and that Emotional Support Animals may not be allowed in certain common areas of a Common-Interest
 27 Community such as pools and recreation areas. TENANT is responsible for reviewing all current Rules & Regula-
 28 tions and CC&R's.

29
 30 Attach the following

- 31 ☐ A letter from the medical/social service professional certifying the disability and need for an accommodation and/or
 32 modification IS NOT required to reveal the specific nature and/or severity of the individual's disability
 33 ☐ Current vaccination record for the Emotional Support Animal
 34 ☐ Current picture for Emotional Support Animal

35
 36 DATED _____ TIME _____

37
 38 TENANT _____ Managing Licensee _____

39
 40 TENANT _____ Managing Licensee's ~~Nevada~~ License # _____

41
 42 TENANT _____ Managing Brokerage _____

43
 44 TENANT _____ Broker's Name _____

45
 46 Contact Phone _____

47 Response

48 Managing Licensee, having reviewed this Application of Emotional Support Animal submitted by TENANT(s),

49 ☐ approves TENANT Application **OR** ☐ rejects TENANT Application.

50
 51
 52 Managing Licensee: _____ Dated: _____



LEASE/RENTAL AGREEMENT ADDENDUM # _____
(Between Property Management and Tenant)



1 This addendum to the Lease/Rental Agreement dated _____, regarding the property located at
2 _____,
3 between _____ (TENANT)
4 and _____ (MANAGING BROKERAGE),
5 is being attached this date _____ and becomes effective when signed by all parties.
6 _____
7 _____
8 _____
9 _____
10 _____
11 _____
12 _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____
29 _____
30 _____
31 _____
32 _____

33 All other terms remain the same.
34 _____
35 _____

36 Dated: _____ Time: _____ Dated: _____ Time: _____
37 _____

38 TENANT _____ Managing Licensee Name _____
39 _____

40 TENANT _____ Managing Licensee's ~~Nevada~~ License # _____
41 _____

42 TENANT _____ Managing Brokerage _____
43 _____

44 TENANT _____ Broker's Name _____
45 _____

46 _____ Phone Number _____
47 _____

48 _____ Managing Licensee Signature _____
49 _____



Residential Lease/Rental Agreement

Between Property Management and Tenant for use by Permitted Property Managers



1 This form is intended to be used by a permitted property manager. NRS 118A applies to, regulates and determines
2 rights, obligations, and remedies under rental agreements in Nevada. Before employing this form, please consult legal
3 counsel regarding its applicability to your intended use and any revisions to NRS 118A.

4
5 Property Address (herein referred to as "Premises"): _____
6 City _____ County _____ State of Nevada Zip _____

7 **RECEIVED FROM** _____,
8 hereinafter designated as the TENANT, the sum of \$ _____.

9 This consideration is being made as a deposit and upon acceptance of this Agreement, the above deposits shall be applied
10 as follows:

| | Total Amount | Amount Received | Amount Due Prior to Occupancy |
|------------------------------------|-----------------|--------------------|-------------------------------------|
| 11 | | | |
| 12 | | | |
| 13 | | | |
| 14 Rent from _____ to _____ | \$ _____ | \$ _____ | \$ _____ |
| 15 Security Deposit _____ | \$ _____ | \$ _____ | \$ _____ |
| 16 Other _____ | \$ _____ | \$ _____ | \$ _____ |
| 17 Other _____ | \$ _____ | \$ _____ | \$ _____ |
| 18 Other _____ | \$ _____ | \$ _____ | \$ _____ |
| 19 Other _____ | \$ _____ | \$ _____ | \$ _____ |
| 20 Total Amount | \$ _____ | \$ _____ | \$ _____ |

21
22 **ADDITIONAL MONIES DUE:** _____
23 _____
24 _____
25 _____
26 _____

27
28 **OWNER** The principal or corporate owner(s) of the Premises is:
29 _____
30 _____

31 **MANAGEMENT** The Licensee (herein referred to as "Management") is authorized to act on behalf of and may be
32 compensated by the Owner. Management includes, but is not limited to, Process Serving; delivering notices and demands as
33 follows:

34 _____ Phone number _____.

35 **IF** this Agreement is not accepted and executed by the Management within _____ business days after execution by the
36 prospective TENANT, **THEN** the entire deposit received above shall be returned to the prospective TENANT, excluding

37 ☐ Application Fee of \$ _____ ☐ _____
38 _____

39 **RENT** The monthly rent will be in the amount of \$ _____ per month, payable in advance and due on the _____
40 day of the month. The payment is made payable to _____ and mailed
41 or delivered to _____ at Address: _____

42 City _____ State _____ Zip _____ or _____.

43 Satisfaction of Rent shall be considered all monies owed including, but not limited to monthly rent, security deposits,
44 utilities, late fees, bank charges, and/or court costs. Any and all fees are considered over and above the normal monthly
45 payment and must be paid in full in order for rent to be considered paid in full. Monies received will be applied to the oldest
46 balance first. Rent payments are the sole responsibility of the TENANT without notice or demand.

Property Address: _____

1 **TERM**

2 ☐ The term of this Agreement shall be approximately _____ months, beginning on _____ and terminating
3 on _____, at _____ ☐ A.M. ☐ P.M., for a total rent, not including deposits, other fees and/or potential charges,
4 interest and/or damages, of \$ _____. A 30-day written notice of intent to vacate is required of the TENANT 30 days
5 prior to the expiration of this Lease/Rental Agreement. TENANT shall be responsible to pay rent and otherwise comply with
6 all the terms of this Agreement during the 30 days following delivery of written notice, up to and including the termination
7 date.

8 Renewals of this contract must be in writing and signed by all parties or lease will automatically be extended on a month-to-
9 month tenancy until either party gives 30-day written notice. Proration will be made at \$ _____ per day.

10 **OR**

11 ☐ The term of the Agreement shall be on a month-to-month basis beginning on _____ and shall continue until
12 either party gives a 30-day written notice of termination. TENANT shall be responsible to pay rent and otherwise comply
13 with all the terms of this Agreement during the 30 days following delivery of written notice.

14
15 **LATE FEE** A late fee will be imposed of 5% of the total monthly rent if rent is not paid by the 3rd calendar day from
16 when rent is due.

17 ~~TENANT agrees to pay a "late fee" of 5% of the total monthly rent if rent not paid. No late fee may be charged or imposed~~
18 ~~until at least three calendar days after the date that rent is due. In the event the rent is not received by the ☐ 3rd ☐ or~~
19 ~~_____ day after rent is due, then rent is due each month,~~

20
21 **NON-SUFFICIENT FUNDS** The TENANT further agrees to pay \$ _____ plus any bank charges for any
22 dishonored payment. If a payment does not clear as a result of non-sufficient funds, late fees shall apply.

23
24 **RENT INCREASE** The rent can be increased following the initial lease term with a minimum of sixty (60) day written
25 notice prior to the date the increase takes effect.

26
27 **NOTICE OF INTENT TO VACATE** Should TENANT vacate prior to the expiration of the rental term, it shall be
28 considered a Breach of Agreement as defined in this contract. Upon expiration of the rental term and in absence of written
29 Notice of Intent to Vacate by the TENANT, rental shall continue on a month-to-month basis subject to all terms and
30 conditions, until either party gives a 30-day written notice to terminate the Agreement. Notice of Intent to Vacate must be in
31 writing and delivered to Management prior to the first day of the last month of the lease term. As presumed under Nevada
32 law, TENANT's absence from Premises for a period of time equal to one half of the time for periodic rental payments, while
33 all or any portion of the rent or other monetary obligation of TENANT remains unpaid, constitutes an abandonment of the
34 Premises and entitles Management to, at their option, take possession of the Premises.

35
36 **EVICTION** If TENANT defaults in the payment of rent or any other term of this Agreement and said default is not
37 immediately cured, Management may terminate this Agreement in the manner required by law. TENANT shall surrender the
38 Premises and pay all sums which Management may be entitled to, including but not limited to, reasonable attorney fees,
39 damages, actual eviction costs, and all other expenses to the maximum extent permitted by Nevada law.

40
41 **ASSIGNMENT OR SUBLETTING** The TENANT will not assign or sublet any portion of the Premises without written
42 approval from Management.

43
44 **USE OF PROPERTY** The Premises will be used exclusively as a residence. Any guest(s) staying more than _____ days
45 in a calendar year without prior written consent of Management constitutes a material breach of this Agreement. No business
46 of any type may be conducted on/or from the Premises unless prior written consent of Management is obtained and TENANT
47 complies with all licensing and other legal requirements of business. Management reserves the right to require TENANT to
48 obtain increased liability insurance in an amount to be determined at its sole discretion and/or to increase the Security Deposit
49 on the Premises.

50
51 **NAMES OF TENANTS ON THE PREMISES** The following are the names of those authorized to reside on the
52 Premises:

Property Address: _____

1 _____
2 _____
3 **UTILITIES** The TENANT will be responsible for the payment of all utilities and services of the Premises during the term
4 of the entire lease term, including, but not limited to, gas, electricity, garbage and water, with the exception of
5 _____
6 which shall be paid by Management. If TENANT does not comply, Management may instruct the utility provider(s) to
7 terminate service.
8 _____
9 **ANIMALS** No animals will be allowed on the Premises without prior written consent of Management.
10 _____
11 **FAIR HOUSING** Management and TENANT understand the state and Federal Fair Housing laws prohibit discrimination
12 in the sale, rental, appraisal, financing or advertising of housing on the basis of race, religious creed, color, national origin,
13 disability, sexual orientation, gender identity or expression, ancestry, familial status or sex.
14 _____
15 **RULES AND REGULATIONS** TENANT will comply with all statutes, ordinances and requirements of any municipal,
16 state and federal authorities having jurisdiction over the Premises. TENANT has a right to display the US Flag in
17 accordance with NRS 118A.325.
18 [_____/_____] TENANT acknowledges receipt of and agrees to abide by all applicable CC&Rs and/or Rules &
19 Regulations. TENANT authorizes Management to provide a copy of lease if required by the Common-Interest Community.
20 TENANT agrees to reimburse Management for any charges, expenses, fees, fines and all other costs incurred by
21 Management for any failure to abide by above.
22 _____
23 **VEHICLES** All vehicles operated by TENANT must be registered with Management. Only vehicles maintained in
24 operational condition and properly licensed may be parked in the approved areas. Unauthorized vehicles may be towed by
25 Management at TENANT's expense. TENANT may park no more than _____ vehicles in the approved areas and on the
26 Premises at any one time. Management is not responsible for damage or theft while vehicles are parked in the approved areas
27 on the Premises.
28 Make _____ Model _____ Color _____ License # _____ State _____
29 Make _____ Model _____ Color _____ License # _____ State _____
30 Make _____ Model _____ Color _____ License # _____ State _____
31 Make _____ Model _____ Color _____ License # _____ State _____
32 _____
33 **PUBLIC NUISANCE** It is a misdemeanor to commit or maintain a public nuisance or to allow any building or boat to be
34 used for public nuisance. Any person who willfully refuses to remove a nuisance when there is a legal duty to do so, may be
35 guilty of a misdemeanor. A public nuisance may be reported to the local sheriff's department. A violation of building, health
36 or safety codes or regulations may be reported to the responsible government entity.
37 _____
38 **DRUG FREE HOUSING** The TENANT or invitees are prohibited from use, storage, sale and manufacturing of any
39 illegal substance.
40 _____
41 **SMOKING** [_____/_____] Smoking ☐ is OR ☐ is not permitted inside the Premises, garages or other
42 enclosed areas. TENANT will be held responsible for any damage caused from smoking by TENANT or any guest of
43 TENANT.
44 _____
VAPING [_____/_____] Vaping ☐ is OR ☐ is not permitted inside the Premises, garages or other enclosed

Property Address: _____

1 areas. TENANT will be held responsible for any damage caused from vaping by TENANT or any guest of TENANT.

2

3 **MAINTENANCE, REPAIRS OR ALTERATIONS** The TENANT acknowledges that the Premises are in good order
4 and repair, unless otherwise indicated, TENANT has thoroughly examined the Premises, TENANT has not relied on any
5 statements or representations concerning the past, present or future condition or repair of the Premises by the Management
6 or any licensee of either, and TENANT hereby waives any claim or right on account of the condition or repair of the
7 Premises or any alleged defect in any aspect of the Premises. TENANT shall, at TENANT expense, maintain the Premises
8 in a clean and sanitary manner, including, but not limited to, all equipment, appliances, smoke detectors, plumbing, heating
9 and air conditioning, pest control and shall surrender the same, at termination, in as good condition as received, normal wear
10 excepted. TENANT shall be responsible for damages caused by negligence and that of TENANT's family, invitees, and
11 guests. TENANT shall immediately report any defect or natural wear pertaining to the plumbing, wiring, or workmanship on
12 the Premises. TENANT is responsible and agrees to pay for damage done by weather related damage caused by leaving
13 windows or doors open and or by overflow of water, stoppage of waste pipes, or any other damage to appliances, carpeting,
14 or the Premises in general actions due to the failure to act by TENANT or guests of TENANT. TENANT shall not paint,
15 paper or otherwise redecorate or make alteration to the Premises without prior written consent of Management. TENANT
16 shall irrigate, maintain and fertilize any grounds included in the Premises, including but not limited to, lawns and shrubbery
17 if they are for the TENANT's exclusive use. **The TENANT shall be responsible for turning off and draining, and**
18 **turning on, sprinkler systems in the Fall and Spring months, respectively. The TENANT shall also be responsible for**
19 **detaching hoses from hose bibs during the Fall/Winter.** TENANT is solely responsible for snow and ice removal on the
20 Premises. TENANT shall maintain the thermostat at 55 degrees or more during the winter months to prevent freezing and
21 shall change furnace filters on a regular basis. Light bulbs are the responsibility of the TENANT. TENANT shall repair and/
22 or replace all material items of the Premises, on or before the termination date to the same condition at time of initial
23 occupancy. Any damages caused by TENANT's noncompliance with these provisions shall be the sole responsibility of the
24 TENANT.

25

26 TENANT will replace broken glass, regardless of cause of damage, at TENANT's expense.

27

28 **INVENTORY** The TENANT hereby acknowledges the following to be a true and correct inventory of all personal
29 property contained on the Premises. Any alterations expressly approved by Management and funded by the TENANT to the
30 Premises shall become part of the Premises and belong to Owner unless Management provides TENANT with written notice
31 to remove alterations or additions and restore the Premises to its original condition. A move in condition form has been
32 provided for TENANT to inspect and note any existing conditions of the Premises. The move in condition form must be
33 completed and returned to Management within _____ business days of the first day of the Term set forth above.

34

35 **ITEM Serial Number Condition**

36 ☐ Washer _____

37 ☐ Dryer _____

38 ☐ Refrigerator _____

39 ☐ Other: _____

40 ☐ Other: _____

41 ☐ Other: _____

42

43 **CARDS AND KEYS** Upon execution of this Agreement, TENANT shall receive the following:

44 _____ Door Key(s) _____ Garage Transmitter(s) _____ Other(s) _____

45 _____ Mailbox Key(s) _____ Gate Card(s) _____ Other(s) _____

46 _____ Laundry Room Key(s) _____ Gate Transmitter(s) _____ Other(s) _____

Property Address: _____

1 TENANT shall make a key deposit (if any) in the amount established in this Agreement. The key deposit shall be refunded
2 within 30 days of TENANT's return of all cards and/or keys to Management.

3 **DAMAGES/DESTRUCTION TO PREMISES** If the Premises is damaged and rendered uninhabitable by events or
4 causes other than the intentional conduct and/or negligence of the TENANT or any guest, invitee or licensee thereof, either
5 party will have the right to terminate this Agreement, in writing, as of the date on which the damage occurred. Should this
6 right be exercised by either party, rent for the current month will be prorated as of the date the damage occurred, and any
7 unused security deposit will be refunded. If the Premises is still habitable, Management agrees to make repairs as soon as
8 practicable. If any damage, whether complete or partial, is caused by the intentional conduct and/or negligence of the
9 TENANT, any member of TENANT's household, guest or other persons on the property, Management has the right to
10 terminate this Agreement. If Management exercises that right, TENANT shall pay prorated rent for that period between the
11 date the damage occurred and the date TENANT completely vacates the Premises. TENANT will reimburse Management for
12 all expenses incurred to restore the Premises to the same condition prior to occupancy. If not, TENANT shall continue to pay
13 rent, otherwise comply with all provisions of the Agreement and reimburse Management, in full, for all expenses related to
14 damage as set forth in the preceding sentence.

15
16 **CLEANING** Upon vacating, TENANT, at TENANT's expense, shall have carpet professionally cleaned by a company
17 mutually agreed upon by Management and TENANT. TENANT will leave Premises in the same condition or better than
18 when initially occupied. This includes, but is not limited to, the interior, exterior, all floor coverings, walls, ceilings,
19 windows, base boards, window coverings, appliances, fixtures, driveways, parking areas, etc. If Premises is not left in the
20 same condition or better than when it was initially occupied, a prorated daily rent may be charged to TENANT while
21 Premises is being restored to that condition. This rent will be equal to the amount charged at the time of last full month of
22 occupancy.

23
24 **RE-KEYING** The TENANT is responsible at TENANT's expense for payment of re-keying.

25
26 **ENTRY AND/OR INSPECTIONS** Management and/or its representative may enter the Premises under the following
27 conditions:

- 28 a. In case of an emergency where Premises may be destroyed or human lives may be in danger;
29 b. Necessary and agreed upon repairs;
30 c. Inspections;
31 d. Show the Premises to potential buyers, future TENANT, lenders or workers;
32 e. When TENANT has surrendered the Premises or has abandoned it;
33 f. If the property is placed for sale and/or lease during the term of the lease, Owner may authorize the installation of a
34 lockbox to provide access to real estate licensees for the purpose of showing the property.

35 Notification must be given at least 24 hours in advance and entry will be between the hours of 8:00 a.m. - 5:00 p.m. unless
36 agreed otherwise, excluding (a) and (e) above.

37
38 **SECURITY DEPOSIT** The security deposit will secure the performance of TENANT's obligations. Management may,
39 but is not obligated to, apply all portions of said deposit on account of TENANT obligations. Any balance remaining upon
40 termination will be returned to TENANT with an itemized accounting of the deposit to the TENANT's last known address or
41 according to TENANT's written instructions within 30 days of TENANT vacating the Premises. TENANT will not have the
42 right to apply the security deposit payment to rent. Security deposit to be held by Management.

43
44 **INSURANCE** The TENANT is advised to purchase insurance covering their own personal property and/or injury to
45 others. TENANT shall add Management as an additional insured. Management is not responsible for TENANT's personal
46 property or injury not actually or proximately caused by the actions or failure to act by Management. TENANT's personal
47 property is not insured by the Owner or Management.

48
49 **NOTICES** All notices to be provided under the terms of this Agreement are effective if delivered and/or served pursuant
50 to the guidelines set forth in the Nevada Revised Statutes, including, but not limited to, NRS 40.280.

51

Property Address: _____

Tenant [_____] / [_____] / [_____] / [_____] and Management [_____] have read this page.

1 **WAIVER** Failure of Management to enforce any provision of this Agreement will not be deemed a waiver of that
2 provision or any other provision of this Agreement.

3 **INDEMNIFICATION** The TENANT holds harmless and completely indemnifies the Owner and Management, to the
4 fullest extent allowed by law, from and against all damages, demands, causes of action and any and all other types of claims
5 and/or liabilities, including, but not limited to, all attorney's fees, costs and other legal expenses incurred by Owner and/or
6 Management to defend themselves against damages, demands, causes, claims and liabilities, which arise from, or are in any
7 other way related to, the actions, or the failure to act, of TENANT and guests, invitees or other licensees, and TENANT
8 failure to comply with or breach, of any provision of this Agreement, regardless of whether insurance coverage is available
9 to TENANT for the indemnity obligations set forth herein. Owner and Management shall not be liable for any damage or
10 injury to TENANT, or any property thereof, or to any other person, another person's property or any animal, occurring on
11 the Premises or any part thereof, unless liability is directly caused by Owner and/or Management.
12

13 **BREACH OF AGREEMENT** Failure of TENANT to comply with any term or condition of this Agreement, an
14 abandonment of the Premises as defined herein, and/or failure by TENANT to comply with any applicable rules or
15 provisions of the laws of the State of Nevada, each constitute a material breach of this Agreement and entitle Management to
16 terminate this Agreement upon five (5) days written notice or in the most expedient manner allowed under Nevada law.
17 Following termination, TENANT is responsible and will incur costs to maintain the property and pay rent until the end of the
18 lease or the property is re-rented, whichever occurs first. TENANT is responsible ~~liable~~ for all re-leasing costs, including but
19 not limited to, leasing fees, advertising, cleaning, repair, care of the Property while vacant, court costs, eviction fees, late
20 fees, etc. If the market rent must be reduced to re-rent the Premises, the difference through the remainder of the Term will
21 be charged to the TENANT. Any changes herein enumerated shall immediately be due as rent and may be deducted from any
22 remaining security deposit, and any balance remaining shall be billed to the TENANT.
23

24 **TIME IS OF THE ESSENCE** Time is of the essence in this Agreement.
25

26 **NEVADA LAW TO APPLY** Nevada law shall apply to the interpretation and enforcement of this Agreement.
27

28 **ATTORNEY'S FEES** In the event either party hereto is required to engage the services of an attorney to enforce this
29 Agreement, the prevailing party in any proceeding shall be entitled to recover its reasonable attorney's fees and all resulting
30 legal expenses and costs.
31

32 **SEVERABILITY** If any provision of this Agreement is held invalid or unenforceable by any court of competent
33 jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement
34 held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or
35 unenforceable.
36

37 **CODE OF ETHICS** Not all real estate licensees are REALTORS®. A REALTOR® is a member of the National
38 Association of REALTORS® and therefore subscribes to a higher ethical standard in the industry, known as the REALTOR®
39 Code of Ethics. To receive a copy of the Code of Ethics, ask your real estate professional OR, the local Association of
40 REALTORS®.
41

42 **ADDITIONAL TERMS OF THIS AGREEMENT:**
43 _____
44 _____
45 _____
46 _____
47 _____
48 _____
49 _____
50 _____
51 _____
52 _____

Property Address: _____

Tenant [_____/_____/_____/_____] and Management [_____] have read this page.

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1 _____
2 _____
3 _____
4 **ADDITIONAL FORMS ATTACHED TO THIS AGREEMENT:**
5 ☐ Addendum to the Residential Lease/Rental Drug Free Housing
6 ☐ Disclosure of Information Lead-Based Paint and/or Lead-Based Paint Hazards
7 ☐ Duties Owed by a Nevada Real Estate Licensee
8 ☐ Emotional Support Animal Application/Addendum
9 ☐ Foreclosure Addendum to the Residential Lease/Rental Agreement
10 ☐ Move-In Condition Form
11 ☐ Pet Agreement
12 ☐ Smoke Detector Addendum
13 ☐ Utility Addendum
14 ☐ Other _____
15
16 **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties and supersedes all prior agreements
17 of any kind between the parties, written or oral. Both parties acknowledge to not have relied on any statements of the real
18 estate licensee, Broker or Management which are not herein expressed.
19
20 **EMERGENCY PHONE NUMBER** In the event there is an emergency which in any way affects the Premises or the
21 parties obligations under this Agreement the TENANT must report it to _____ at the following
22 number _____ or _____, which is a local
23 contact in the county or within 60 miles of the Premises. If there is an emergency that requires IMMEDIATE attention (i.e.
24 fire, pipe breakage with sudden unstoppable water flow, gas leak, etc.) TENANT to handle IMMEDIATE emergency by
25 contacting appropriate agency (i.e. fire department, utility company for shut off, etc.) or for life emergencies call 911.
26 THEN contact Management.
27
28 All persons signing on behalf of the TENANT, if more than one, are bound, jointly and severally, by the terms of this
29 Agreement.
30
31 **The TENANT hereby acknowledges receipt of a complete copy of this Agreement.**
32
33 DATED _____ TIME _____ DATED _____ TIME _____
34
35 TENANT _____ Managing Licensee _____
36
37 TENANT _____ Managing Licensee's ~~Nevada~~ License # _____
38
39 TENANT _____ Managing Brokerage _____
40
41 TENANT _____ Broker's Name _____
42
43 TENANT Primary Phone _____ Office Address _____
44
45 TENANT Secondary Phone _____ City/State/Zip _____
46
47 TENANT Primary Email _____ Phone _____ ~~Fax~~ _____
48
49 TENANT Secondary Email _____ Agent Email _____
50
51 _____ Broker or Designated Property Manager Signature:
52 _____
53 _____

Property Address: _____



PET AGREEMENT

(Between Property Management and Tenant)



1 This addendum to the Residential Lease/Rental Agreement dated _____, on the property located at
2 _____
3 between _____ (TENANT)
4 and _____ (MANAGING BROKERAGE),
5 is being attached this date _____ and becomes effective when signed by all parties.

6
7 **Pet Information:**

8 Type: _____ Size: _____ Weight: _____

9 Description: _____

10

11 Type: _____ Size: _____ Weight: _____

12 Description: _____

13

14 Type: _____ Size: _____ Weight: _____

15 Description: _____

16

17 **Terms and conditions of this Pet Agreement:**

18 An additional deposit of \$ _____ will be required at the signing of the rental agreement. In addition to the
19 deposit (which is above and beyond any security, cleaning or other deposits), the monthly rent due on these
20 premises is subject to an additional charge of \$ _____ per pet. In the event the pet damage exceeds this
21 deposit, the security deposit may be applied towards repairs.

22 **Terms and conditions of this Pet Agreement:**

23 The limit of pet(s) per unit is _____.

24 The weight of each pet shall not exceed _____ lbs. at maturity.

25

26 Pet(s) shall be on a leash at all times as required by governing entities, when outside of the property and supervised
27 by a responsible person. Please do not tie your Pet(s) to any trees bushes, fences, posts or other areas outside of
28 the property. All waste will be picked up by the TENANT no less than every _____ day(s) and at move-out.

29

30 TENANT will be responsible for any damages caused by pet(s). TENANT must repair/replace any and all
31 damaged items to the original condition.

32

33 TENANT agrees that Management has the right to revoke or amend this agreement with written notice to the
34 TENANT in accordance with the state law.

35

36 TENANT agrees to remove pet(s) if pet(s) becomes a nuisance/annoyance or disrupts the rights of others.

37

38 DATED _____ TIME _____

39

40 TENANT _____ Managing Licensee _____

41

42 TENANT _____ Managing Licensee's Nevada License # _____

43

44 TENANT _____ Managing Brokerage _____

45

46 TENANT _____ Broker's Name _____

47

48 _____ Contact Phone _____



APPLICATION FOR PET APPROVAL (Between Property Management and Tenant)



1 This is an application between _____ (TENANT)
 2 and _____ (MANAGING BROKERAGE)
 3 to have a pet at the Property located at _____.

5 Tenant requests approval to keep the pet(s) described below at the Property.

7 Number of Dogs _____ Cats _____ Other _____

8 If "Other" please explain _____
 9 _____

| Pet Identification | Name | Age | Breed | Weight | Spayed/Neutered | License # |
|--|-------|-------|-------|--------|--|-----------|
| 12 <input type="checkbox"/> Cat <input type="checkbox"/> Dog <input type="checkbox"/> Male <input type="checkbox"/> Female | _____ | _____ | _____ | _____ | <input type="checkbox"/> Yes <input type="checkbox"/> No | _____ |
| 13 <input type="checkbox"/> Cat <input type="checkbox"/> Dog <input type="checkbox"/> Male <input type="checkbox"/> Female | _____ | _____ | _____ | _____ | <input type="checkbox"/> Yes <input type="checkbox"/> No | _____ |
| 14 <input type="checkbox"/> Cat <input type="checkbox"/> Dog <input type="checkbox"/> Male <input type="checkbox"/> Female | _____ | _____ | _____ | _____ | <input type="checkbox"/> Yes <input type="checkbox"/> No | _____ |
| 15 <input type="checkbox"/> Cat <input type="checkbox"/> Dog <input type="checkbox"/> Male <input type="checkbox"/> Female | _____ | _____ | _____ | _____ | <input type="checkbox"/> Yes <input type="checkbox"/> No | _____ |

17 TENANT certifies pet(s) are in good health. TENANT to provide the following documentation to Management:

18 ☐ A certificate of health/vaccination from a licensed veterinarian.

19 ☐ A photo of each pet.

21 Has there ever been complaint(s) filed against your pet by any authority for excessive barking, biting and/or
 22 aggressive behavior? ☐ No ☐ Yes If yes, please explain: _____

- 24 1. TENANT agrees to keep pets on a leash when not in a fenced backyard.
- 25 2. TENANT agrees to clean up all waste on the Property as well as in any common areas on a regular basis.
- 26 3. TENANT agrees to abide by all rules, regulations and CC&R's with respect to pet ownership if Property
- 27 is located in a Common Interest Community.
- 28 4. TENANT acknowledges and understand that the representations herein are considered to be material
- 29 provisions of the Residential Lease Agreement.

31 Dated _____

33 TENANT _____

35 TENANT _____

38 TENANT _____

40 TENANT _____

Response

43 Managing Licensee, having reviewed this Application of Pet Approval submitted by TENANT,

44 ☐ approves TENANT Application.

45 OR

46 ☐ rejects TENANT Application.

47 Managing Licensee: _____ Dated: _____



SMOKE DETECTOR ADDENDUM
(Between Property Management and Tenant)



1 This addendum to the Residential/Lease Rental Agreement dated _____, regarding the property located at
2 _____,
3 between _____ (TENANT)
4 and _____ (MANAGING BROKERAGE),
5 is being attached this date _____ and becomes effective when signed by all parties.

- 6
- 7 1. The premises are equipped with smoke detection devices.
 - 8 2. TENANT will test the smoke detector within one hour after occupancy and inform Management
9 immediately if detectors are not working properly
 - 10 3. TENANT acknowledges the smoke detectors are in working condition and TENANT agrees not to modify,
11 remove, destroy smoke detectors.
 - 12 4. TENANT understands that smoke detectors are battery operated devices and are the responsibility of the
13 TENANT to insure batteries are in operating condition at all times. If after replacing batteries, any smoke
14 detectors will not operate or has no sound, TENANT must inform Management immediately in writing.
 - 15 5. TENANT is advised by Management to provide and maintain a fire extinguisher on the Property.

16
17 TENANT has read and agreed to the above provisions of this Addendum.

18
19 DATED _____ TIME _____

20
21 TENANT _____ Managing Licensee Name _____

22
23 TENANT _____ Managing Licensee's ~~Nevada~~-License # _____

24
25 TENANT _____ Managing Brokerage _____

26
27 TENANT _____ Broker's Name _____

28
29 Phone Number _____

30
31 Managing Licensee Signature _____



Notice of Change of Terms in Lease/Rental Agreement



1 This addendum to the Residential/Lease Rental Agreement dated _____, regarding the property located at
2 _____
3 between _____ (TENANT)
4 and _____ (MANAGING BROKERAGE),
5 is being attached this date _____ and becomes effective this date _____.

6
7 Dear TENANT:

8
9 You are hereby notified that on _____ the terms of your Lease/Rental Agreement related to the above
10 property will be changed as follows:

11
12 1) The monthly rent will be in the amount of \$ _____ per month, payable in advance and due on the
13 _____ day of the month.

14
15 2) Other changes:

16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____
29 _____
30 DATED _____ TIME _____

31
32 Managing Licensee _____

33
34 Managing Licensee's ~~Nevada~~ License # _____

35
36 Managing Brokerage _____

37
38 Broker's Name _____

39
40 Phone Number _____

41
42 You are receiving this Addendum in accordance with NRS 118A.300 which states: The landlord may not increase the rent payable by a
43 tenant unless it serves the tenant with a written notice, 60 days or, in case of any periodic tenancy of less than 1 month, 30 days in advance
44 of the first rental payment to be increased, advising the tenant of the increase.



TENANT PLACEMENT AGREEMENT



1 This Tenant Placement Agreement is entered into this day of _____, _____, between
 2 _____ (OWNER/LANDLORD) of
 3 the property described below (Property) and _____ (BROKERAGE), by and
 4 Through its authorized Licensee _____ (LICENSEE) who is authorized
 5 to conduct Tenant Placement for the real property commonly described ~~as~~ below. In consideration of the mutual terms of this
 6 Agreement the parties agree as follows:

7
 8 **NOTICES** Any notices, demands, consents and reports necessary or provided for under this Agreement shall be in writing and
 9 shall be addressed as follows:

| | |
|---------------------------|------------------------|
| 10 To Owner: | To Licensee: |
| 11 Name: _____ | Brokerage Name: _____ |
| 12 Address: _____ | Address: _____ |
| 13 City, State Zip: _____ | City, State Zip: _____ |
| 14 Phone: _____ | Phone: _____ |
| 15 Fax: _____ | Fax: _____ |
| 16 Email: _____ | Email: _____ |

17
 18 All notices shall be transmitted and/or delivered as per Nevada Revised Statutes (NRS). ~~by fax, electronically, or mailed by certi-~~
 19 ~~fied mail. Notices shall be effective and deemed delivered as of the time noted on the confirmation sheet generated by the sender's~~
 20 ~~fax machine, verification of electronic delivery through delivery and read receipt requested or three (3) days following the date of~~
 21 ~~mailing, evidenced by the postmark on the envelope — containing the delivered material.~~

23 ENGAGEMENT OF LICENSEE

24 **Engagement and Acceptance** OWNER/LANDLORD employs Broker Licensee as the sole exclusive Licensee of OWNER/
 25 LANDLORD for the purpose of securing a Tenant for the referenced Property ~~under the terms herein. Property (which includes~~
 26 ~~marketing for lease and securing a tenant);~~ upon the terms and conditions provided herein. Broker accepts the engagement and shall
 27 furnish these services to OWNER/LANDLORD. OWNER/LANDLORD shall pay all of the expenses in connection with this
 28 service described herein. OWNER/LANDLORD understands and agrees that Licensee's services will be performed through one or
 29 more authorized licensees, and any reference to Licensee in this Agreement includes such authorized licensees.

30
 31 **Relationship of Licensee to OWNER/LANDLORD** The relationship of the parties to this Agreement shall be that of OWNER/
 32 LANDLORD and Licensee, and all duties to be performed by Licensee under this Agreement shall be on behalf of OWNER/
 33 LANDLORD and in OWNER/LANDLORD's name. In taking any action under this Agreement, Licensee shall be acting only as
 34 Licensee for OWNER/LANDLORD, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or
 35 any other relationship between the parties or as requiring Licensee to bear any portion of losses arising out of or connected with the
 36 ownership or operation of the Property. Licensee shall not at any time during the period of this Agreement be considered a direct
 37 employee of OWNER/LANDLORD. Neither party shall have the power to bind or obligate the other except as expressly set forth
 38 in this Agreement, except that Licensee is authorized to act with such additional power as may be necessary to carry out the spirit
 39 and intent of this Agreement. Licensee, under this Agreement, shall not be responsible for delays in the performance of any
 40 obligation unless there is an intentional delay caused by Licensee.

41
 42 **DESCRIPTION OF PROPERTY** The Property under this Agreement is commonly known as
 43 _____, situated in the ☐ City OR ☐ Unincorporated Area
 44 of _____, County of _____,
 45 State of Nevada, APN _____ (Property).

46
 47 **TERM** The term of this Agreement shall be for an initial period of _____ months (Initial Term) beginning on
 48 _____, _____ and ending _____, _____.

49
 50 **SIGNAGE and Lockbox** OWNER/LANDLORD authorizes Licensee to place a "for lease/rent" sign on the property ~~and install a~~
 51 ~~lockbox.~~

52
 53 **KEYBOX** OWNER/LANDLORD ☐ does OR ☐ does not authorize Broker to install a keybox in connection with the showing
 54 of the Property when necessary.

Property Address: _____

1 **COMPENSATION AND EXPENSES**

2 As compensation for the services rendered by Licensee under this Agreement (and exclusive of reimbursement of the expenses to
3 which Licensee is entitled hereunder), OWNER/LANDLORD shall pay Brokerage at execution of Lease as follows:

4 **Leasing Fee** For the procurement of a Tenant(s) for whom a lease is signed, Brokerage shall be paid a leasing fee of
5 \$ _____ -OR- _____ % of the first month's rent.

6 **Set-Up Fee** Brokerage shall be paid a one time, non-refundable fee of \$ _____.

7 **Referral Commission** OWNER/LANDLORD also authorizes payment of an MLS referral commission to the referring
8 Licensee not to exceed \$ _____. OWNER/LANDLORD understands and agrees that such commission will be paid to a
9 cooperating Brokerage who brings a qualified tenant that results in a signed lease.

10 **Advertising** OWNER/LANDLORD ☐ agrees ☐ does not agree to pay for any and all advertisements placed on OWNER/
11 LANDLORD's behalf. Unless specified by OWNER/LANDLORD, OWNER/LANDLORD agrees that advertising (including
12 choice of media) is at the Licensee's discretion.

13

14 **TERMINATION**

15 Early Termination This Agreement may be terminated by OWNER/LANDLORD before the termination date specified under
16 "TERM" in this Agreement by written notice to Broker not less than 30 days prior to the termination date specified in such notice,
17 together with a cancellation fee in the amount equal \$ _____.

18 Leasing Fee Survives In addition to the amounts specified above, if OWNER/LANDLORD terminates this Agreement before
19 the TERM and/or before the Property is leased, and within _____ calendar days of the termination the Property is leased to any-
20 one with whom the Licensee has had negotiations or to whom the Property was shown prior to the termination, Licensee shall be
21 paid the Leasing Fee.

22

23 **COLLECTION OF RENTS AND OTHER RECEIPTS**

24 OWNER/LANDLORD shall assume all management responsibilities and all rents and deposits received shall be made payable to
25 the OWNER/LANDLORD. OWNER/LANDLORD shall continue to collect all rents, charges, and other amounts.

26

27 **FAIR HOUSING**

28 OWNER/LANDLORD understands that the state and federal housing laws prohibit discrimination in the sale, rental, appraisal,
29 financing or advertising of housing on the basis of race, religious creed, color, national origin, disability, sexual orientation,
30 gender identity or expression, ancestry, familial status, or sex.

31

32 **SMOKE DETECTORS**

33 At OWNER/LANDLORD's expense, smoke detectors will be installed on the Property in working condition in accordance with
34 the law prior to the tenant's occupancy.

35

36 **UTILITIES AND SERVICES**

37 OWNER/LANDLORD may, in OWNER/LANDLORD's name and at OWNER/LANDLORD's expense, make contracts for elec-
38 tricity, gas, or water and such other services as necessary or prudent for the operations of the Property. All utility charges and
39 deposits shall be OWNER/LANDLORD's responsibility.

40

41 **INSURANCE**

42 **OWNER/LANDLORD's Insurance.** OWNER/LANDLORD shall obtain and keep in force adequate ~~renters~~ insurance against
43 damage and against liability for loss, damage or injury to property or persons which might arise out of the occupancy, manage-
44 ment, operation, or maintenance of the Property. The deductible required under such insurance policies shall be OWNER/
45 LANDLORD's expense.

46 **Tenant's Insurance.** TENANT will be advised to purchase insurance covering their own personal property and/or injury to oth-
47 ers. ~~Owner is not responsible for TENANT'S personal property or injury not actually or proximately caused by the actions or~~
48 ~~failure to act by Owner. TENANT'S personal property is not insured by the Owner.~~

49

50 **HOLD HARMLESS**

51 OWNER/LANDLORD shall indemnify, defend, and hold Licensee harmless from all loss, investigation, suits, damage, cost, ex-
52 pense, including but not limited to, attorneys fees, liability, or claims for personal injury or property damage incurred or occurring
53 in, on, or about the Property.

Property Address: _____

1 **LICENSEE ASSUMES NO LIABILITY**

2 Licensee assumes no liability for any damages, losses, or acts of omission by the Tenant. Licensee assumes no liability for any acts
3 or omissions of OWNER/LANDLORD or previous OWNER/LANDLORDs or previous Licensees. Licensee assumes no liability
4 for default by any tenant. Licensee assumes no liability for violations of environmental or other regulations which may become
5 known during the term of this Agreement. Any such regulatory violations or hazards discovered by Licensee shall be brought to the
6 attention of OWNER/LANDLORD, and OWNER/LANDLORD shall promptly cure it.

8 **OWNER/LANDLORD'S RESPONSIBILITY FOR EXPENSES OF LITIGATION**

9 **Litigation and Compliance Expenses** OWNER/LANDLORD shall pay all fines, penalties, or other expenses in connection with
10 any claim, proceeding or suit involving an alleged violation of any law pertaining to fair employment, fair credit reporting,
11 environmental protection, rent control, taxes, or fair housing, including illegal discrimination on the basis of race, religious creed,
12 color, national origin, disability, sexual orientation, gender identity or expression, ancestry familial status, or sex, the OWNER/
13 LANDLORD shall not be responsible to Licensee for any such expenses if Licensee is finally adjudged in a court of law to have
14 personally, and not in a representative capacity, violated any such law. Nothing contained in this Agreement shall obligate Licensee
15 to employ legal counsel to represent OWNER/LANDLORD in any such proceeding or suit.

16 **Fees for Legal Advice** OWNER/LANDLORD shall pay reasonable expenses incurred by Licensee in obtaining legal advice
17 regarding compliance with any law affecting the Property. If such expenditure also benefits other principals of Licensee, OWNER/
18 LANDLORD shall pay an apportioned amount of such expense.

20 **REPRESENTATIONS**

21 OWNER/LANDLORD represents and warrants that OWNER/LANDLORD has full power and authority to enter into this
22 Agreement; that there are no written or oral agreements affecting the Property other than disclosed tenant leases, copies of which
23 have been furnished to Licensee; that there are no recorded easements, restrictions, reservations, or rights of way which adversely
24 affect the use of the Property for the purposes intended under this Agreement; that the Property is zoned for the intended use; that
25 all permits for the operations of the Property have been secured and are current; that the building and its construction and operation
26 do not violate any applicable statutes, laws, ordinances, rules, regulations, orders, or the like; and that the information supplied by
27 OWNER/LANDLORD is dependable and accurate. OWNER/LANDLORD understands that offering a property for lease while the
28 property is in foreclosure proceedings, without written disclosure is a deceptive trade practice punishable by both civil and criminal
29 proceedings.

31 **COMMON INTEREST COMMUNITY**

32 If the Property is located within a Common Interest Community (CIC), OWNER/LANDLORD shall provide Licensee the CIC's
33 Declaration of Covenants, Conditions and Restrictions (CC&Rs) and Rules and Regulations. OWNER/LANDLORD understands
34 and agrees that Licensee is not involved in and has no control over the CIC. OWNER/LANDLORD understands that the CC&Rs
35 may restrict the leasing of the Property, and it is OWNER/LANDLORD's sole responsibility to determine whether the Property is
36 so affected. Licensee assumes no liability for any costs associated with violations of Bylaws or CC&Rs by OWNER/LANDLORDs
37 and/or Tenant(s). Licensee assumes no liability for understanding or complying with the CC&Rs, and has no responsibility for any
38 future amendments or additions to the CC&Rs. OWNER/LANDLORD remains solely responsible for assessments, violations, and
39 fines/fees payable to the CIC.

41 **INDEMNIFICATION SURVIVES TERMINATION**

42 All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of
43 this Agreement that require OWNER/LANDLORD to have insured or to defend, reimburse, or indemnify Licensee shall survive
44 any termination. If Licensee becomes involved in any proceeding or litigation by reason of having been OWNER/LANDLORD's
45 Licensee, such provisions shall apply as if this Agreement were still in effect.

47 **RIGHTS CUMULATIVE; NO WAIVER**

48 The exercise of any right or remedy provided in this Agreement shall not be an election of remedies, and each right and remedy
49 shall be cumulative. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of
50 any provisions of this Agreement, or to exercise any right or remedy provided in this Agreement, shall not be construed as a waiver
51 of such right or remedy with respect to subsequent defaults. Every right and remedy provided in this Agreement may be exercised
52 from time to time and as often as may be deemed expedient by the party exercising such right or remedy.

Property Address: _____

Owner [_____] / [_____] / [_____] / [_____] and Licensee [_____] have read this page.

1 **APPLICABLE LAW AND PARTIAL INVALIDITY**

2 The interpretation of this Agreement shall be governed by the laws of the State of Nevada. Any action arising under this Agreement
3 shall be brought in state court in the county where the Property is located. If any part of this Agreement shall be declared invalid or
4 unenforceable by a court of competent jurisdiction, either party shall have the option to terminate this Agreement by written notice
5 to the other party.

6 **ADDITIONAL TERMS:** _____

7 _____

8 _____

9 _____

10 _____

11 _____

12 **ADDITIONAL FORMS ATTACHED TO THIS AGREEMENT:**

13 ☐ Disclosure of Information Lead-Based Paint and/or Lead-Based Paint Hazards

14 ☐ Duties Owed by a Nevada Real Estate Licensee

15 ☐ Exhibit A to Property Management Agreement

16 ☐ Foreclosure Addendum to the Property Management Agreement

17 ☐ Other _____

18 ☐ Other _____

19

20 **ELECTRONIC TRANSMISSION** The electronic transmission of a signed copy hereof or any counter offer/amendment to the
21 other party or the Licensee shall constitute delivery of said signed document. Signatures appearing on electronically transmitted
22 documents shall be accepted as originals.

23

24 **TIME IS OF THE ESSENCE** Time is of the essence of this Agreement.

25

26 **ATTORNEY FEES** In the event either party is required to engage the services of an attorney to enforce this Agreement, the
27 prevailing party in any proceeding shall be entitled to an award of reasonable attorney's fees, legal expenses and costs.

28

29 **CODE OF ETHICS** Not all real estate licensees are REALTOR(S)®. A REALTOR® is a member of the National Association of
30 REALTORS® and therefore subscribes to a higher ethical standard in the industry, known as the REALTOR® Code of Ethics. To
31 receive a copy of the REALTOR® Code of Ethics, ask your real estate professional OR, the local Association of REALTORS®.

32

33 **PROFESSIONAL CONSULTATION ADVISORY** A real estate Licensee is qualified to advise on real estate. The parties are
34 advised to consult with appropriate professionals, including, but not limited to, engineers, surveyors, appraisers, lawyers, CPAs, or
35 other professionals, on specific topics, including, but not limited to, land use regulation, boundaries and setbacks, square footage,
36 physical condition, legal, tax, water rights and other consequences of the transaction.

37

38 **COMPLETE AGREEMENT**

39 This Agreement and attachments contain the entire agreement of the parties and supersede all prior agreement or representations
40 with respect to the Property not expressly set forth in this Agreement. This Agreement may only be modified in writing, signed
41 and dated by the parties and shall be binding upon the parties, and each of their respective heirs, executors, administrators,
42 successors, and assigns. ~~No amendment is valid unless in writing and signed by the parties.~~ There are no warranties or representa-
43 tions not herein contained.

44

45 OWNER/LANDLORD acknowledges having read and approved each of the provisions of this Agreement and agrees to the terms
46 and conditions specified.

47

48 DATED _____ TIME _____ DATED _____ TIME _____

49

50 OWNER/LANDLORD _____ Licensee Name _____

51

52 OWNER/LANDLORD _____ Licensee's ~~Nevada~~ License # _____

53

54 OWNER/LANDLORD _____ Property Management Permit (if applicable) # _____

55

56 OWNER/LANDLORD _____ Brokerage _____

57

1 Address _____ Broker Name _____
2 _____
3 City/State/Zip _____ Broker's ~~Nevada~~ License # _____
4 _____
5 Phone _____ Office Address _____
6 _____
7 ~~Work Phone~~ _____ City/State/Zip _____
8 _____
9 ~~Owner~~ Email _____ Phone _____
10 _____
11 _____ ~~Fax~~ _____
12 Phone _____ Licensee Email _____
13 _____
14 Email _____ Licensee Signature _____
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Risk Reduction Form Request

(Please use one form per request.)

The Risk Reduction Committee values your input in creating quality forms to be used in your day-to-day business. If you have recommendations to change or add forms to the forms library, please complete this form and return it to the Sierra Nevada REALTORS® no later than March 29, 2024. All recommendations will be discussed at the April meeting.

I would like to make the following recommendations to _____ (Form Name)

Page _____ Line(s) _____

Recommendation _____

Rational _____

I would like recommend the following form be added to the forms library.

Rational _____

☐ Yes, I would like to be at the next meeting to present my recommendations to the full committee.

☐ Yes, I would like to work on the subcommittee to implement my recommendations.

Name _____ Contact Phone _____

Contact Email _____

Please submit this form to info@snr.realtor

Or visit one of our locations at

5650 Riggins Court, Reno

300 S Curry Street, Carson City



Thank you to 2023 Risk Reduction
Committee for all
their hard work.

Lauren Tuey, Chair
Lori Archer, Vice Chair
Amanda Alfaro
Jordan Ames
Ken Amundson
Allison Arevalo
Brenda Aucutt
Corey Carter
Donna Clark
Ivy Cohen
Christie Fernquest
Paul Filer
Margaret Finel
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Kristin Lujan
Ken Lund
Heidi McFadden
Cari Norcutt
Amy Phillips
Evelyn Rice
Pat Schweigert
Sara Sharkey
Kaycee Summers
April LaBrie, CEO, Staff Liaison