



EXCLUSIVE AGENCY LISTING AGREEMENT (EA)

1 **1. EXCLUSIVE RIGHT TO SELL:** I/We, _____ ("Seller")
 2 hereby employs and grants _____ ("Broker") the exclusive and irrevocable
 3 _____ (Company Name)
 4 right, commencing on _____, and expiring on _____, to sell, lease or exchange the Real
 5 Property located in the City of _____, County of _____, Nevada, APN
 6 #: _____ commonly known as: _____
 7 _____ ("the Property").
 8

9 **2. TERMS OF SALE:** The listing price shall be \$ _____, terms available:
 10 Cash _____ CONV _____ FHA _____ Lease _____ VA _____ Lease Option _____
 11 Owner Will Carry _____ Other _____
 12 (Note: If the Property is offered for lease, then the term "Seller" used in this Agreement includes
 13 "Landlord" as applicable.)
 14

15 **3. PROPERTY OFFERED FOR SALE:** The listing price noted above includes the Property and all
 16 improvements and fixtures permanently affixed and installed.
 17 a. The following items of Personal Property are **included** in the above price and shall be conveyed
 18 unencumbered in escrow by a valid bill of sale: _____
 19 _____
 20 _____

21
 22 b. The following items of Personal Property are **excluded** from the above price and not included in the
 23 sale: _____
 24 _____
 25 _____
 26

27 **4. TITLE INSURANCE:** Seller agrees to provide Buyer with a policy of title insurance in the amount of the
 28 selling price.
 29

30 **5. COMPENSATION TO BROKER:** Compensation is solely a matter of negotiation between Broker and Seller
 31 and is not fixed, suggested, controlled or recommended by GLVAR, MLS or any other person not a party to this
 32 Agreement. Seller agrees to pay Broker as compensation for services:
 33

34 **IF A SALE:** _____ % of the gross selling price of the Property
 35 AND / OR \$ _____ (flat fee amount). Seller acknowledges that Broker will offer _____ %
 36 or \$ _____ to the cooperating broker who is the procuring cause of the sale. Seller acknowledges that offers of
 37 cooperative compensation are between brokers and are not negotiable between the Seller and Buyer.
 38

39 **IF A LEASE:** _____ % of the total rental agreed to be paid by lessee
 40 AND / OR \$ _____ (flat fee amount). If leased, Broker agrees to pay _____ % or \$ _____
 41 to the cooperating broker who is the procuring cause of the lease. Seller acknowledges that offers of cooperative
 42 compensation are between brokers and are not negotiable between the Seller and Buyer.
 43

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

SELLER(S) INITIALS: _____ / _____

44 **Compensation shall be due:**

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

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

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

55 In the event of an exchange, permission is hereby given to the Broker to represent such parties as Broker may
56 deem appropriate and collect compensation from them provided that there is full disclosure to all parties. If
57 completion of sale is prevented by default of Seller, or the refusal of Seller to accept an offer in accordance with
58 the price and terms of this Agreement, then upon event, Broker is authorized to take any action reasonably
59 necessary to collect said commission. If completion of sale is prevented by a party to the transaction other than
60 Seller, Broker may collect its commission only if and when Seller collects damages by suit or otherwise, and then
61 in an amount not less than one-half of the damages recovered, but not to exceed the above compensation after first
62 deducting title expenses, escrow expenses and the expenses of collections if any. Broker is authorized to
63 cooperate and divide with other brokers the above compensation in any manner acceptable to Broker. Seller
64 hereby irrevocably assigns to Broker the funds and proceeds of Seller in escrow equal to the above compensation.
65 In the event any sum of money due under this Agreement remains unpaid for a period of thirty (30) days, such
66 sum shall bear interest at the rate of (_____) percent per annum from the due date until paid.

67
68 **6. DEPOSIT:** Broker is authorized to accept on Seller's behalf a deposit to be applied toward purchase price or
69 lease.

70
71 **7. AGENCY RELATIONSHIP:**

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

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

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

83
84 **8. REQUIRED DISCLOSURES:**

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

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

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

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

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

SELLER(S) INITIALS: _____ / _____

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

96
97 **10. FAIR HOUSING:** Broker shall offer the Property for sale or lease without regard to race, color, sex, creed,
98 religion, national origin, handicap, or familial status in compliance with federal, state, and local anti-
99 discrimination laws.

100
101 **11. COMMON INTEREST COMMUNITY:** The Property _____ **is -OR- _____ is not** located within a
102 Common Interest Community (CIC). If yes, please complete the following:

103 Name of CIC(s): _____
104 Telephone: _____ Dues: _____ payable **__ monthly -OR- __ quarterly**
105 Seller _____ **is -OR- _____ is not** current on all dues and assessments.

106 Name of CIC(s): _____
107 Telephone: _____ Dues: _____ payable **__ monthly -OR- __ quarterly**
108 Seller _____ **is -OR- _____ is not** current on all dues and assessments.

109 If the Property is located within a CIC, Seller acknowledges and agrees to obtain (at Seller's own expense) and/or
110 provide the information required by NRS 116.4109 and 116.41095 to Broker for delivery to Buyer.

111
112 **12. SPECIAL ASSESSMENTS:** The Property _____ **is -OR- _____ is not** subject to special government
113 assessments, such as SID and LID. (For information, please go to www.accessclarkcounty.com/treasurer.)

114 If yes, please complete the following:
115 Balance remaining: _____
116 Payment amount: _____

117
118 **13. SIGN:** Seller authorizes Broker to install a FOR SALE/LEASE sign on the Property.

119
120 **14. KEYBOX:** Seller **__ does -OR- __ does not** authorize Broker to install a keybox in connection with the
121 showing of the Property. Seller acknowledges that they have been advised that:

- 122 a. The purpose and function of the keybox is to permit access to the interior of the Property by all
- 123 members of GLVAR's MLS, including certified/licensed appraisers;
- 124 b. Seller should safeguard Personal Property and valuables located within the Property;
- 125 c. It is not a requirement of the GLVAR's MLS for a Seller to allow the use of a keybox;
- 126 d. Where a tenant occupies the Property, the tenant's consent is also required, which shall be obtained by
- 127 the Seller or his Property Manager;
- 128 e. Neither the listing nor selling Broker nor the GLVAR is an insurer against the loss of Personal
- 129 Property. Seller hereby releases Broker and the GLVAR from any responsibility relating to the keybox.

130
131 **15. RENT/LEASE:** The Property _____ **is -OR- _____ is not** currently occupied by a Tenant. The Property is
132 subject to a management agreement with: (name of Property Manager and phone
133 number): _____ . If the Property is a single

134 family unit, Seller agrees to not rent or lease the Property during the term of this Agreement without fourteen (14)
135 days prior written notice to Broker.

136
137 **16. TAX WITHHOLDING:** Seller agrees to perform any act reasonably necessary to carry out the provisions of
138 the Foreign Investment in Real Property Tax Act (FIRPTA) (Internal Revenue Code Section 1445).

139
140 **17. MEDIATION/ARBITRATION:** The Broker and Seller hereby agree that any dispute concerning the terms
141 and conditions of this contract shall be resolved through mediation and/or arbitration proceedings at the GLVAR

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

SELLER(S) INITIALS: _____ / _____

142 in accordance with the standards of practice of the National Association of REALTORS® and GLVAR's rules of
143 procedure. If a lawsuit is filed by either party, that lawsuit shall be stayed until the dispute is resolved or
144 terminated in accordance with this paragraph.

145
146 **18. MULTIPLE LISTING SERVICE (MLS):** Broker is a participant of THE GREATER LAS VEGAS
147 ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service, and the listing information will be
148 provided to the MLS to be published and disseminated to its Participants and Subscribers in accordance with its
149 Rules and Regulations and Sections 20 and 21 herein, unless Seller signs Instructions to Exclude. Broker is
150 authorized to cooperate with other real estate Brokers, and to report the sale, its price, terms and financing for the
151 publication, dissemination information and use by authorized Association members, MLS Participants and
152 Subscribers.

153
154 **19. ADVERTISING:** Seller acknowledges that, unless Seller signs a photo exclusion, a photo of the Property
155 may be taken for publication in the MLS computer system. Subject to Section 20, Seller agrees that the Property
156 may be advertised in all forms of media including but not limited to electronic and print advertising.

157
158 **20. SELLER OPT OUTS:** Seller further understands and acknowledges that MLS will disseminate the
159 Property's listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet
160 sites, as well as online providers such as realtor.com and lasvegasrealtor.com, and that such sites are generally
161 available to the public. Some, but not all, of these websites may include a commentary section where consumers
162 may include reviews and comments about the Property in immediate conjunction with the listing (blogging), or
163 provide a link to the comments. In addition, some, but not all, of these websites may display an automated
164 estimate of the market value of the Property in immediate conjunction with the listing, or provide a link to the
165 estimate. Seller may opt-out of any of the following by initialing the appropriate space(s) below:

166
167 a. _____ I/we have advised the Broker that I/we **DO NOT** want the listed Property
168 to be **displayed on the Internet** (the listing will not appear on any Internet site). In selecting this option,
169 Seller understands that consumers who conduct searches for listings on the Internet will not see
170 information about the listed property in response to their search.

171
172 b. _____ I/we have advised the Broker that I/we **DO NOT** want the **address** of the
173 listed Property to be displayed on the Internet (listing information will be disseminated via Internet, but
174 the Property address will not appear in conjunction with the listing).

175
176 c. _____ I/we have advised the Broker that I/we **DO NOT** want a **commentary section**
177 displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at
178 the request of the seller).

179
180 d. _____ I/we have advised the Broker that I/we **DO NOT** want an **automated**
181 **estimate of value** displayed or linked to the listed Property (the site operator may indicate that the
182 feature was disabled at the request of the seller).

183
184 **-OR-**
185 _____ Seller does **NOT** opt out of any of the above.

186
187 **21. USE OF LISTING CONTENT:** Seller acknowledges and agrees that all photographs, images, graphics,
188 video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other
189 copyrightable elements relating to the Property provided by Seller to Broker or Broker's agent (the "Seller Listing
190 Content") and any changes thereto, may be filed with MLS, included in compilations of listings, and otherwise
191 distributed, publicly displayed and reproduced in any medium. Seller hereby grants to Broker a non-exclusive,

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

SELLER(S) INITIALS: _____ / _____

192 irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display, and
193 reproduce the Seller Listing Content, to prepare derivative works of the Seller Listing Content, and to distribute
194 the Seller Listing Content or any derivative works thereof in any medium. This non-exclusive license shall
195 survive the termination of this Agreement for any reason whatever. Seller represents and warrants to Broker that
196 the Seller Listing Content, and the license granted to Broker for the Seller Listing Content, do not violate or
197 infringe upon the rights, including any copyright rights, of any person or entity.

198
199 **22. NEVADA LAW:** This Agreement is executed and intended to be performed in the State of Nevada, and the
200 laws of Nevada shall govern its interpretation and effect. The parties agree that the State of Nevada, and the
201 county in which the Property is located, is the appropriate judicial forum for any litigation, arbitration or
202 mediation related to this Agreement.

203
204 **23. ENTIRE CONTRACT:** All prior negotiations and agreements between the parties are incorporated in this
205 Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final, complete, and
206 exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence
207 of any prior agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum, or
208 modification, including any photocopy or facsimile, may be executed in two or more counterparts, all of which
209 shall constitute one and the same writing. The terms of this Agreement may not be amended, modified or altered
210 except through a written agreement signed by all of the parties hereto. **The parties agree that an MLS Change
211 Order signed by Broker and Seller shall act as a valid written addendum to this Agreement.**

212
213 **24. PARTIAL INVALIDITY:** In the event that any provision of this Agreement shall be held to be invalid or
214 unenforceable, such ruling shall not affect the validity or enforceability of the remainder of the Agreement in any
215 respect whatsoever.

216
217 **25. ATTORNEY'S FEES:** In the event suit is brought by either party to enforce this Agreement, the prevailing
218 party is entitled to court costs and reasonable attorney's fees.

219
220 **26. WARRANTY OF OWNERSHIP:** Seller warrants that Seller is the sole Owner of the Property or has the
221 authority to execute this Agreement. By signing below Seller acknowledges that Seller has read and understands
222 this Agreement, agrees to the terms thereof, and has received a copy.

223
224 **27. FORECLOSURE:** Seller understands that failure to make loan payments may result in foreclosure of the
225 Property by a mortgage holder and/or lien holder. Seller represents that a Notice of Default (Breach) and Election
226 to Sell has not -OR- has (date: _____) been recorded against the Property. **If a Notice of
227 Default has not been recorded against the Property as of the date of this Agreement, Seller agrees to notify
228 Broker within five (5) business days of receipt of such a notice.** Seller understands that the recording of a
229 Notice of Default begins a statutory foreclosure period, which lasts a minimum of three (3) months and twenty
230 (20) days. Seller understands that if the Property is not sold to a buyer before a foreclosure sale (Trustee's Sale) of
231 the Property, Seller will lose all rights and interest in the Property. Seller understands that Broker cannot stop a
232 foreclosure. **Seller Initials** [_____] [_____]

233
234 **28. SIGNATURES:** This Agreement may be signed by the parties manually or electronically (digitally) and on
235 more than one copy, which, when taken together, each signed copy shall be read as one complete form. Facsimile
236 signatures may be accepted as original.

237
238 **29. ADDITIONAL TERMS:** _____
239 _____
240 _____

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

SELLER(S) INITIALS: _____ / _____

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260 **THE PRE-PRINTED PORTION OF THIS AGREEMENT HAS BEEN APPROVED BY THE GREATER**
261 **LAS VEGAS ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL**
262 **VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. FOR**
263 **LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.**
264

265 **By signing below, Seller consents to receive transmissions sent from Broker to the fax number(s)**
266 **and/or e-mail address(es) set forth. Seller agrees to keep Broker advised of his/her address and**
267 **telephone number (or a number where they may be reached within 24 hours) at all times during**
268 **the term of this Agreement.**
269

270 **SELLER:**

271
272 Date _____, Telephone _____ FAX _____ E-Mail _____
273 Seller's Signature _____ Seller's Signature _____
274 Printed Name: _____ Printed Name: _____
275 Address _____ City _____ State ____ Zip _____
276

277 **BROKER:**

278
279 Company _____
280 Address _____ City _____ State ____ Zip _____
281 Telephone _____ FAX _____ E-Mail _____
282 Designated Licensee Signature _____ License No. _____
283 Printed Name: _____ Licensee's Telephone: _____
284 Broker's Signature _____ Date: _____
285 Printed Name: _____ License No. _____
286
287

288 **AN EXCLUSIVE BROKERAGE AGREEMENT MUST BE SIGNED BY THE BROKER TO BE VALID**

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



WHAT EVERYONE SHOULD KNOW ABOUT EQUAL OPPORTUNITY IN HOUSING



The sale and purchase of a home is one of the most significant events that any person will experience in their lifetime. It is more than the simple purchase of housing, for it includes the hopes, dreams, aspirations, and economic destiny of those involved.

THE LAW - Civil Rights Act of 1866

The Civil Rights Act of 1866 prohibits all racial discrimination in the sale or rental of property.

Fair Housing Act

The Fair Housing Act declares a national policy of fair housing throughout the United States. The law makes illegal any discrimination in the sale, lease or rental of housing, or making housing otherwise unavailable, because of race, color, religion, sex, handicap, familial status, or national origin.

Americans with Disabilities Act

Title III of the Americans with Disabilities Act prohibits discrimination against the disabled in places of public accommodations and commercial facilities.

Equal Credit Opportunity Act

The Equal Credit Opportunity Act makes discrimination unlawful with respect to any aspect of a credit application on the basis of race, color, religion, national origin, sex, marital status, age or because all or part of the applicant's income derives from any public assistance program.

State and Local Laws

State and Local laws often provide broader coverage and prohibit discrimination based on additional classes not covered by federal law.

THE RESPONSIBILITIES

The home seller, the home seeker, and the real estate professional all have rights and responsibilities under the law.

For the Home Seller

You should know that as a home seller or landlord you have a responsibility and a requirement under the law not to discriminate in the sale, rental and financing of property on the basis of race, color, religion, sex, handicap, familial status, or national origin. You cannot instruct the licensed broker or salesperson acting as your agent to convey for you any limitations in the sale or rental, because the real estate professional is also bound by law not to discriminate. Under the law, a home seller or landlord cannot establish discriminatory terms or conditions in the purchase or rental, deny that housing is available or advertise that the property is available only to persons of a certain race, color, religion, sex, handicap, familial status, or national origin.

For the Home Seeker

You have the right to expect that housing will be available to you without discrimination or other limitation based on race, color, religion, sex, handicap, familial status, or national origin.

This includes the right to expect:

- housing in your price range made available to you without discrimination
- equal professional service
- the opportunity to consider a broad range of housing choices
- no discriminatory limitations on communities or locations of housing
- no discrimination in the financing, appraising or insuring of housing
- reasonable accommodations in rules, practices and procedures for persons with disabilities
- non-discriminatory terms and conditions for the sale, rental, financing, or insuring of a dwelling
- to be free from harassment or intimidation for exercising your fair housing rights.

Seller(s) Initials

For the Real Estate Professional

As a home seller or home seeker, you should know that the term REALTOR® identifies a licensed professional in real estate who is a member of the NATIONAL ASSOCIATION OF REALTORS®. Not all licensed real estate brokers and salespersons are members of the National Association, and only those who are can identify themselves as REALTOR®. They conduct their business and activities in accordance with a strict Code of Ethics. As agents in a real estate transaction, licensed brokers or salespersons are prohibited by law from discriminating on the basis of race, color, religion, sex, handicap, familial status, or national origin. A request from the home seller or landlord to act in a discriminatory manner in the sale, lease or rental cannot legally be fulfilled by the real estate professional.

DEED AND PROPERTY COVENANTS OR RESTRICTIONS OF RECORD

During the history of our country, some persons have placed restrictions on property based on race, color, religion, sex, handicap, familial status, or national origin. Generally, these restrictions are void and unenforceable, with limited exceptions for particular types of religious housing and housing for older persons. The publication of these void restrictions may convey a message that the restrictions continue to be valid. Any time a sales associate or broker is asked to provide a copy of the covenants or restrictions of record relating to the use of a property the following message should be included:

These documents may contain restrictions or covenants based on race, color, religion, sex, handicap, familial status, or national origin. Such restrictions or covenants generally are void and unenforceable as violations of fair housing laws.

Be assured that all property is marketed and made available without discrimination based on race, color, religion, sex, handicap, familial status, or national origin. Should you have any questions regarding such restrictions, please contact your attorney.

THE EQUAL OPPORTUNITY PROGRAM

The NATIONAL ASSOCIATION OF REALTORS® has developed a Fair Housing Program to provide resources and guidance to REALTORS® in ensuring equal professional services for all people.

The Code of Ethics

Article 10 of the NATIONAL ASSOCIATION OF REALTORS® Code of Ethics requires that "REALTORS® shall not deny equal professional services to any person for reasons of race, color, religion, sex, handicap, familial status, or national origin. REALTORS® shall not be a party to any plan or agreement to discriminate against a person or persons on the basis of race, color, religion, sex, handicap, familial status, or national origin."

A REALTOR® pledges to conduct business in keeping with the spirit and letter of the Code of Ethics. Article 10 imposes obligations upon REALTORS® and is also a firm statement of support for equal opportunity in housing.

Fair Housing Partnership

The Fair Housing Partnership negotiated with the U.S. Department of Housing and Urban Development (HUD) outlines a program of voluntary compliance. REALTORS® voluntarily participate in activities and program to acquaint the community with the availability of equal housing opportunity, to establish office procedures to ensure that there is no denial of equal professional service, to make materials available which will explain this commitment, and to work with other groups within the community to identify and remove barriers to fair housing.

FURTHER ASSISTANCE

Local Boards of REALTORS® will accept complaints alleging violations of the Code of Ethics filed by a homeseeker who alleges discriminatory treatment in the availability, purchase or rental of housing. Local Boards of REALTORS® have a responsibility to enforce the Code of Ethics through professional standards procedures and corrective action in cases where a violation of the Code of Ethics is proven to have occurred.

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