



1 **EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL,**  
2 **EXCHANGE OR LEASE BROKERAGE LISTING AGREEMENT**

3  
4 **1. EXCLUSIVE RIGHT TO SELL:** I/We, \_\_\_\_\_ ("Seller")  
5 hereby employs and grants \_\_\_\_\_ ("Broker") the exclusive and irrevocable  
6 \_\_\_\_\_ (Company Name)  
7 right, commencing on \_\_\_\_\_, and expiring on \_\_\_\_\_, to sell, lease or exchange the Real  
8 Property located in the City of \_\_\_\_\_, County of \_\_\_\_\_ Nevada, APN  
9 # \_\_\_\_\_ commonly known as: \_\_\_\_\_  
10 \_\_\_\_\_ ("the Property").  
11

12 **2. TERMS OF SALE:** The listing price shall be \$ \_\_\_\_\_, terms available:  
13 Cash \_\_\_ CONV \_\_\_ FHA \_\_\_ Lease \_\_\_ VA \_\_\_ Lease Option \_\_\_  
14 Owner Will Carry \_\_\_ Other \_\_\_\_\_  
15 **(Note: If the Property is offered for lease, then the term "Seller" used in this Agreement includes**  
16 **"Landlord" as applicable.)**  
17

18 **3. PROPERTY OFFERED FOR SALE:** The listing price noted above includes the Property and all  
19 improvements and fixtures permanently affixed and installed.  
20 a. The following items of Personal Property are **included** in the above price and shall be conveyed  
21 unencumbered in escrow by a valid bill of sale: \_\_\_\_\_  
22 \_\_\_\_\_  
23 \_\_\_\_\_  
24 \_\_\_\_\_  
25 b. The following items of Personal Property are **excluded** from the above price and not included in the  
26 sale: \_\_\_\_\_  
27 \_\_\_\_\_  
28 \_\_\_\_\_  
29

30 **4. MULTIPLE LISTING SERVICE (MLS):** Broker is a participant of THE GREATER LAS VEGAS  
31 ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service, and the listing information will be  
32 provided to the MLS to be published and disseminated to its Participants and Subscribers in accordance with its  
33 Rules and Regulations and Section 20 herein. Broker is authorized to cooperate with other real estate Brokers,  
34 and to report the sale, its price, terms and financing for the publication, dissemination information and use by  
35 authorized Association members, MLS Participants and Subscribers.  
36

37 **5. TITLE INSURANCE:** Seller agrees to provide Buyer with a policy of title insurance in the amount of the  
38 selling price.  
39

40 **6. COMPENSATION TO BROKER:** Compensation is solely a matter of negotiation between Broker and Seller  
41 and is not fixed, suggested, controlled or recommended by GLVAR, MLS or any other person not a party to this  
42 Agreement. Seller agrees to pay Broker as compensation for services \_\_\_\_\_ % of selling price of the  
43 Property or \$ \_\_\_\_\_ amount. If leased, Seller agrees to pay Broker \_\_\_\_\_ % of the total  
44 rental agreed to be paid by lessee or \$ \_\_\_\_\_. Seller acknowledges that Broker will offer \_\_\_\_\_ %  
45 or \$ \_\_\_\_\_ to the cooperating broker who is the procuring cause of the sale. If leased, Broker agrees to pay  
46 the cooperating broker \_\_\_\_\_ % or \$ \_\_\_\_\_. Seller acknowledges that offers of compensation are  
47 between brokers and are not negotiable between the Seller and Buyer. Seller will also pay \$ \_\_\_\_\_ for  
48 \_\_\_\_\_.

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

49 **Compensation shall be due:**

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

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

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

60

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

73

74 **7. DEPOSIT:** Broker is authorized to accept on Seller's behalf a deposit to be applied toward purchase price or  
75 lease.

76

77 **8. AGENCY RELATIONSHIP:**

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

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

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

89

90 **9. REQUIRED DISCLOSURES:**

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

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

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

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

SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

98 d. Seller acknowledges receipt of the Residential Disclosure Guide: [ \_\_\_\_ ] [ \_\_\_\_ ]  
99  
100 **10. SELLER'S INDEMNIFICATION:** Seller agrees to save, defend, and hold Broker harmless from all claims,  
101 disputes, litigation, and/or judgments arising from any incorrect information supplied by Seller or from any  
102 material facts which Seller fails to disclose.  
103  
104 **11. FAIR HOUSING:** Broker shall offer the Property for sale or lease without regard to race, color, sex, creed,  
105 religion, national origin, handicap, or familial status in compliance with federal, state, and local anti-  
106 discrimination laws.  
107  
108 **12. COMMON INTEREST COMMUNITY:** If the Property is located within a Common Interest Community,  
109 Seller acknowledges and agrees to obtain and/or provide the information required by NRS 116.4109 and  
110 116.41095 to Broker for delivery to Buyer.  
111  
112 **13. SIGN:** Seller authorizes Broker to install a FOR SALE/LEASE sign on the Property.  
113  
114 **14. KEYBOX:** Seller [ \_\_\_\_ ] (does) [ \_\_\_\_ ] (does not) authorize Broker to install a keybox in connection with the  
115 showing of the Property. Seller acknowledges that they have been advised that:  
116 a. The purpose and function of the keybox is to permit access to the interior of the Property by all  
117 members of GLVAR's MLS, including certified/licensed appraisers;  
118 b. Seller should safeguard Personal Property and valuables located within the Property;  
119 c. It is not a requirement of the GLVAR's MLS for a Seller to allow the use of a keybox;  
120 d. Where a tenant occupies the Property, the tenant's consent is also required, which shall be obtained by  
121 the Seller or his Property Manager;  
122 e. Neither the listing nor selling Broker nor the GLVAR is an insurer against the loss of Personal  
123 Property. Seller hereby releases Broker and the GLVAR from any responsibility relating to the keybox.  
124  
125 **15. RENT/LEASE:** The Property \_\_\_\_\_ is -OR- \_\_\_\_\_ is not currently occupied by a Tenant. The Property is  
126 subject to a management agreement with: (name of Property Manager and phone  
127 number): \_\_\_\_\_. If the Property is a single family unit, Seller agrees to not rent or lease  
128 the Property during the term of this Agreement without fourteen (14) days prior written notice to Broker.  
129  
130 **16. TAX WITHHOLDING:** Seller agrees to perform any act reasonably necessary to carry out the provisions of  
131 FIRPTA (Internal Revenue Code 1445).  
132  
133 **17. MEDIATION/ARBITRATION:** The Broker and Seller hereby agree that any dispute concerning the terms  
134 and conditions of this contract shall be resolved through mediation and/or arbitration proceedings at the GLVAR  
135 in accordance with the standards of practice of the National Association of REALTORS® and GLVAR's rules of  
136 procedure. If a lawsuit is filed by either party, that lawsuit shall be stayed until the dispute is resolved or  
137 terminated in accordance with this paragraph.  
138  
139 **18. ATTORNEY'S FEES:** In the event suit is brought by either party to enforce this Agreement, the prevailing  
140 party is entitled to court costs and reasonable attorney's fees.  
141  
142 **19. ADVERTISING:** Seller acknowledges that a photo of the Property may be taken by an authorized  
143 representative for publication in the MLS computer system. Seller agrees that the Property may be advertised in  
144 all formats of media including but not limited to electronic and print advertising.  
145

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

SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

146 **20. USE OF LISTING CONTENT:** Seller acknowledges and agrees that all photographs, images, graphics,  
147 video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other  
148 copyrightable elements relating to the Property provided by to Broker or Broker's agent (the "Seller Listing  
149 Content") and any changes thereto, may be filed with MLS, included in compilations of listings, and otherwise  
150 distributed, publicly displayed and reproduced in any medium. Seller hereby grants to Broker a non-exclusive,  
151 irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display, and  
152 reproduce the Seller Listing Content, to prepare derivative works of the Seller Listing Content, and to distribute  
153 the Seller Listing Content or any derivative works thereof in any medium. This non-exclusive license shall  
154 survive the termination of this Agreement for any reason whatever. Seller represents and warrants to Broker that  
155 the Seller Listing Content, and the license granted to Broker for the Seller Listing Content, do not violate or  
156 infringe upon the rights, including any copyright rights, of any person or entity.

157  
158 **21. NEVADA LAW:** This Agreement is executed and intended to be performed in the State of Nevada, and the  
159 laws of Nevada shall govern its interpretation and effect. The parties agree that the State of Nevada, and the  
160 county in which the Property is located, is the appropriate judicial forum for any litigation, arbitration or  
161 mediation related to this Agreement.

162  
163 **22. ENTIRE CONTRACT:** All prior negotiations and agreements between the parties are incorporated in this  
164 Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final, complete, and  
165 exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence  
166 of any prior agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum, or  
167 modification, including any photocopy or facsimile, may be executed in two or more counterparts, all of which  
168 shall constitute one and the same writing. The terms of this Agreement may not be amended, modified or altered  
169 except through a written agreement signed by all of the parties hereto. **The parties agree that an MLS Change  
170 Order signed by Broker and Seller shall act as a valid written addendum to this Agreement.**

171  
172 **23. PARTIAL INVALIDITY:** In the event that any provision of this Agreement shall be held to be invalid or  
173 unenforceable, such ruling shall not affect the validity or enforceability of the remainder of the Agreement in any  
174 respect whatsoever.

175  
176 **24. WARRANTY OF OWNERSHIP:** Seller warrants that Seller is the sole Owner of the Property or has the  
177 authority to execute this Agreement. By signing below Seller acknowledges that Seller has read and understands  
178 this Agreement, agrees to the terms thereof, and has received a copy.

179  
180 **25. ADDITIONAL TERMS:** \_\_\_\_\_  
181 \_\_\_\_\_  
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**Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.**

**SELLER(S) INITIALS:** \_\_\_\_\_ / \_\_\_\_\_

195 THE PRINTED PORTION OF THIS AGREEMENT HAS BEEN APPROVED BY THE GREATER LAS  
196 VEGAS ASSOCIATION OF REALTORS® NO REPRESENTATION IS MADE AS THE LEGAL  
197 VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. FOR  
198 LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.  
199

200 By signing below, Seller consents to receive transmissions sent from Broker to the fax number(s)  
201 and/or e-mail address(es) set forth. Seller agrees to keep Broker advised of his/her address and  
202 telephone number (or a number where they may be reached within 24 hours) at all times during  
203 the term of this Agreement.  
204

205 **SELLER:**

206  
207 Date \_\_\_\_\_, \_\_\_\_\_ Telephone \_\_\_\_\_ FAX \_\_\_\_\_ E-Mail \_\_\_\_\_  
208 Seller's Signature \_\_\_\_\_ Seller's Signature \_\_\_\_\_  
209 Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
210 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_  
211  
212

213 **BROKER:**

214  
215 Date \_\_\_\_\_, \_\_\_\_\_ Telephone \_\_\_\_\_ FAX \_\_\_\_\_ E-Mail \_\_\_\_\_  
216 Company \_\_\_\_\_  
217 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_  
218 Designated Licensee Signature \_\_\_\_\_ License No. \_\_\_\_\_  
219 Printed Name: \_\_\_\_\_ Licensee's Telephone: \_\_\_\_\_  
220 Broker's Signature \_\_\_\_\_ License No. \_\_\_\_\_  
221 Printed Name: \_\_\_\_\_

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.

### 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.