



# EXCLUSIVE AGENCY LISTING AGREEMENT (EA)



**This is intended to be a legally binding contract. No Representation is made as to the legal or tax consequences of this contract. If you desire legal or tax advice, consult your attorney or tax advisor.**

**1. EXCLUSIVE RIGHT TO SELL:**

I/We, George Prince (Te) (“Seller”) hereby employs and grants Christie's Sereno (Company Name, herein after “Broker”) the exclusive and irrevocable right, commencing on \_\_\_\_\_, and expires at 11:59 p.m. Pacific Time on \_\_\_\_\_, to sell, lease or exchange the Real Property located in the City of Incline Village, County of Washoe, Nevada, APN#: 125-421-12 commonly known as: 1048 Apollo Court Incline Village NV 89451 (“the Property”).

**2. TERMS OF SALE:** The listing price shall be \$ \_\_\_\_\_, with a suggested amount of an Earnest Money Deposit (EMD) of \$ \_\_\_\_\_.

Terms available:  Cash  CONV  FHA  Lease  VA  Lease Option  Owner Will Carry  
 Other: \_\_\_\_\_

(Note: If the Property is offered for lease, then the term “Seller” used in this Agreement includes “Landlord” as applicable.)

Seller  **does -OR-**  **does not** authorize Broker to disclose the existence of multiple offers to purchase the property to potential buyers. SELLER(S) INITIALS: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Seller  **does -OR-**  **does not** authorize Broker to disclose the offer and price terms. SELLER(S) INITIALS: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**3. PROPERTY OFFERED FOR SALE:** The listing price noted above includes the Property and all improvements and fixtures permanently affixed and installed.

a. The following items of Personal Property are **included** in the above price and shall be conveyed unencumbered in escrow by a valid bill of sale:

b. The following items of Personal Property are **excluded** from the above price and not included in the sale:

c. This property **Does Contains**  **-OR-** **Does Not Contain**  SMART technology which powers and or automates, surveillance systems, security, environmental controls, and home entertainment features but not limited to, of the home. If the property so does contain SMART Technology seller will complete a SMART Home technology addendum which is incorporated as part of this agreement and identifies the items seller intends to convey with the sale. All Attached Fixtures must convey unless identified above.

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

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

1 Seller identifies above items as included or excluded in offering of the Property for sale. Seller  
2 understands that the purchase agreement takes precedence over any intention identified above and will ultimately  
3 determine what items are included and excluded in the sale. Seller further understands it is their responsibility to  
4 ensure the items not included in the sale are addressed in any counter offer to ensure buyers understanding of  
5 sellers intent.

6 d. Leased or Liened Items: The following items are leased or subject to a lien in securing payment:

7  Solar power system  Alarm system  Propane tank  Water softener

8  Other(s) \_\_\_\_\_.

9  
10 Seller will provide to Buyer, as a part of the purchase agreement, copies of lease documents, or other documents  
11 obligating Seller to pay for such leased or lien items.

12  
13 **4. TITLE INSURANCE:** Seller agrees to provide Buyer with an owner's policy of title insurance in the amount  
14 of the selling price.

15  
16 **5. COMPENSATION TO BROKER:** Compensation is solely a matter of negotiation between Broker and Seller  
17 and is not fixed, suggested, controlled, or recommended by IVR, MLS or any other person not a party to this  
18 Agreement. Seller agrees to pay Broker as compensation for services:

19  
20 **IF A SALE:** \_\_\_\_\_% of the gross selling price of the Property  AND /  OR \$ \_\_\_\_\_  
21 (flat fee amount). Seller acknowledges that offers of cooperative compensation are between brokers and are not  
22 negotiable between the Seller and Buyer.

23  
24 **IF A LEASE:** \_\_\_\_\_% of the total rental agreed to be paid by lessee  
25  AND /  OR \$ \_\_\_\_\_ (flat fee amount). Seller acknowledges that offers of cooperative compensation  
26 are between brokers and are not negotiable between the Seller and Tenant.

27  
28 **Compensation shall be due:**

29  
30 a. if the Property is sold or leased by Broker, or through any other person including Seller, on the above  
31 terms or any other price and terms acceptable to Seller during the above time period or any extension of said time  
32 period;

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

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

40 d. In the event of an exchange, permission is hereby given to the Broker to represent such parties as Broker  
41 may deem appropriate and collect compensation from them provided that there is full disclosure to all parties. If  
42 completion of sale is prevented by default of Seller, or the refusal of Seller to accept an offer in accordance with  
43 the price and terms of this Agreement, then upon event, Broker is authorized to take any action reasonably necessary  
44 to collect said commission. If completion of sale is prevented by a party to the transaction other than Seller, Broker  
45 may collect its commission only if and when Seller collects damages by suit or otherwise, and then in an amount  
46 not less than one-half of the damages recovered, but not to exceed the above compensation after first deducting title  
47 expenses, escrow expenses and the expenses of collections if any.

48 e. Broker is authorized to cooperate and divide with other brokers the above compensation in any manner  
49 acceptable to Broker. Seller hereby irrevocably assigns to Broker the funds and proceeds of Seller in escrow equal

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

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

1 to the above compensation. In the event any sum of money due under this Agreement remains unpaid for a period  
2 of thirty (30) days, such sum shall bear interest at the rate of (\_\_\_\_\_) percent per annum from the due date  
3 until paid.  
4

5 **6. DEPOSIT:** Broker is authorized to accept on Seller's behalf a deposit to be applied toward purchase price or  
6 lease. Said deposit shall be held by: (SELECT ONE)  Escrow **-OR-**  Broker **-OR-**  Other \_\_\_\_\_.

7  
8 **7. AGENCY RELATIONSHIP:**

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

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

16 c. Broker may also have licensees in its company who are agents of the Buyer who may show and negotiate  
17 an offer to purchase Seller's Property. In this event, the licensees who represent the Buyer will only represent the  
18 Buyer in the transaction with all duties owed to the Buyer and not the Seller. This, therefore, does not require a  
19 Consent To Act Form.  
20

21 **8. REQUIRED DISCLOSURES:**

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

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

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

29 d. Seller acknowledges receipt of the Residential Disclosure Guide:

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

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32 **9. INDEMNIFICATION:** Seller agrees to save, defend, and hold Broker, IVR, and the MLS harmless from  
33 all claims, disputes, litigation, and/or judgments arising from (i) any misrepresentation, breach of warranty or breach  
34 of a promise by Seller in this Listing Agreement (ii) any incorrect information supplied by Seller, (iii) any facts  
35 concerning the Property not disclosed by Seller, including any facts known to Seller relating to adverse conditions  
36 or latent defects, (iv) the use of a keybox, or (v) any injury or damage to persons or property in connection with the  
37 marketing or showing of the Property. This indemnification shall survive Broker's performance and any transfer of  
38 title.  
39

40 **10. FAIR HOUSING:** Broker shall offer the Property for sale or lease without regard to race, color, religion, sex,  
41 national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or handicap and any  
42 other current requirements of federal or state fair housing laws.  
43

44 **11. COMMON INTEREST COMMUNITY:** The Property  **is** **-OR-**  **is not** located within a Common Interest  
45 Community (CIC). If yes, please complete the following:  
46

47 Name of CIC(s): \_\_\_\_\_

48 Telephone: \_\_\_\_\_ Dues: \$ \_\_\_\_\_ payable  **monthly** **-OR-**  **quarterly**

49 Seller  **is** **-OR-**  **is not** current on all dues and assessments.

**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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Name of CIC(s): \_\_\_\_\_  
Telephone: \_\_\_\_\_ Dues: \$ \_\_\_\_\_ payable  **monthly -OR-**  **quarterly**  
Seller  **is -OR-**  **is not** current on all dues and assessments.

Name of CIC(s): \_\_\_\_\_  
Telephone: \_\_\_\_\_ Dues: \$ \_\_\_\_\_ payable  **monthly -OR-**  **quarterly**  
Seller  **is -OR-**  **is not** current on all dues and assessments.

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

**12. SPECIAL ASSESSMENTS:** The Property  **is -OR-**  **is not** subject to special government assessments, such as SID and LID. (For information please go to: www.amgnv.com)  
If yes, please complete the following:

Balance remaining: \$ \_\_\_\_\_  
Payment amount: \$ \_\_\_\_\_  
Payment Due: select one (1) Monthly  Quarterly  Semi Annually  Annually

**13. KEYBOX:** Seller  **does -OR-**  **does not** authorize Broker to install a keybox (**electronic**  **-OR- mechanical** ) in connection with the showing of the Property. A mechanical keybox is a combination-type box that can be opened by anyone who has access to the combination/code. A valid working code for a mechanical keybox may be included in the listing for ease of showing. The code is a confidential field that is not intended to be available to the public. Seller acknowledges that they have been advised that:

- a. The purpose and function of the keybox is to permit access to the interior of the Property by all members of IVR's MLS as well as any licensed professionals necessary to facilitate the sale of the Property;
- b. Seller should safeguard Personal Property and valuables located within the Property;
- c. It is not a requirement of the IVR's MLS for a Seller to allow the use of a keybox;
- d. Where a tenant occupies the Property, the tenant's consent is also required, which shall be obtained by the Seller or his/her Property Manager;
- e. Owner acknowledges that IVR, the MLS, Broker or its Listing Agent is not insuring owner or occupant against theft, loss or vandalism resulting from such access. Owner is responsible for taking such steps as may be necessary to secure and protect the Property during any time that a keybox is being used and obtaining appropriate insurance.

**14. RENT/LEASE:** The Property  **is -OR-**  **is not** currently occupied by a Tenant. The Property  **is -OR-**  **is not** subject to a management agreement with: (name of Property Manager and phone number): \_\_\_\_\_. Seller agrees to not rent or lease the Property during the term of this Agreement without fourteen (14) days prior written notice to Broker.

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

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



1 **15. TAX WITHHOLDING:** Seller agrees to perform any act reasonably necessary to carry out the provisions of  
2 the Foreign Investment in Real Property Tax Act (FIRPTA). If applicable (as designated in the Seller's Response  
3 herein), Seller agrees to complete, sign, and deliver to ESCROW HOLDER a certificate indicating whether Seller  
4 is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA).  
5 A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation; or a  
6 foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Additional  
7 information for determining status may be found at www.irs.gov. Seller understands that if Seller is a foreign person  
8 then the Buyer must withhold a tax in an amount to be determined by ESCROW HOLDER in accordance with  
9 FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW HOLDER the necessary  
10 documents, to be provided by the ESCROW HOLDER, to determine if withholding is required (see 26 USC Section  
11 1445).

12  
13 **FIRPTA DECLARATION:** Seller declares that he/she  
14  is not –OR–  
15  is a foreign person therefore subjecting this transaction to FIRPTA withholding.

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

17  
18 **16. MEDIATION:** The Broker and Seller agree to negotiate in good faith in an effort to resolve any dispute related  
19 to this Listing Agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the  
20 dispute will be submitted to a mediator agreed to by the parties. Mediation fees, if any, shall be divided equally  
21 among the parties involved. By initialing below, the parties confirm that they have read and understand this section  
22 and voluntarily agree to the provisions thereof.

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

24  
25 **17. MULTIPLE LISTING SERVICE (MLS):** Broker is a participant of THE INCLINE VILLAGE  
26 REALTORS® (IVR) Multiple Listing Service (MLS), and listing information about the Property will be  
27 provided to the MLS to be published and disseminated to its Participants and Subscribers in accordance  
28 with its Rules and Regulations and Sections 18, 19, 20 and 22 herein, unless Seller selects the Office Exclusive  
29 option in Section 21 and signs the Office Exclusive Form. Broker is authorized to cooperate with other real  
30 estate Brokers, and to report the sale, its price, terms and financing for the publication, dissemination  
31 information and use by authorized Association members, MLS Participants and Subscribers.

32  
33 **18. MARKETING AND ADVERTISING:** Seller acknowledges that, unless Seller signs photo exclusion,  
34 photographs of the Property may be taken for publication in the MLS computer system. Subject to Section 20,  
35 Seller agrees that the Property may be advertised in any and all formats of media including but not limited to  
36 electronic and print advertising. Should Seller provide photographs of the Property, Seller warrants and represents  
37 that Seller has the ownership rights to said photographs and by providing said photographs irrevocably assigns any  
38 and all ownership rights to the Broker. Seller further acknowledges that once images are placed on the Internet,  
39 neither the Broker nor the Seller have control over who can view such images and what use viewers may make of  
40 the images or how long such images may remain on the internet.

41  
42 Seller acknowledges that prospective buyers and/or other persons coming on to the property may take photographs,  
43 video and/or other images of the property. Seller understands that Broker does not have the ability to control or  
44 block the taking of and use of images by such persons. Once the images are taken and or put into electronic display  
45 on the Internet or otherwise published neither the Broker nor the Seller has control over how such images are used.

46  
47 Seller  does -OR-  does not authorize Broker to commence public marketing and advertising activities.  
48 **SELLER(S) INITIALS:** \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

49  
**Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.**  
SELLER(S) INITIALS: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

1 **19. SIGN:** Seller  **does -OR-**  **does not** authorize Broker to install a FOR SALE/LEASE sign on the Property.  
2 **(Seller may only authorize a sign if Seller has authorized marketing/advertising in Section 18.)**

3 **20. SELLER OPT OUTS:** Seller further understands and acknowledges that MLS will disseminate the Property's  
4 listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet sites, as well  
5 as other online providers, and that such sites are generally available to the public. Some, but not all, of these websites  
6 may include a commentary section where consumers may include reviews and comments about the Property in  
7 immediate conjunction with the listing (blogging) or provide a link to the comments. In addition, some, but not all,  
8 of these websites may display an automated estimate of the market value of the Property in immediate conjunction  
9 with the listing or provide a link to the estimate. Seller can instruct Broker to have the MLS not display the property  
10 on the Internet. Seller also can instruct the MLS to not display the Property address on the Internet. Seller  
11 understands that these opt outs would mean consumers searching for listings on the Internet may not see the Property  
12 or the Property's address in response to their search.

13  
14 Seller may opt-out of any of the following features by initialing the appropriate space(s) below:

15  
16 a. \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ I/we have advised the Broker that I/we **DO NOT** want a  
17 **commentary section** displayed or linked to the listed Property (the site operator may indicate that the  
18 feature was disabled at the request of the seller).

19  
20 b. \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ I/we have advised the Broker that I/we **DO NOT** want an **automated**  
21 **estimate of value** displayed or linked to the listed Property (the site operator may indicate that the feature  
22 was disabled at the request of the seller). \*Please note that this automated estimate of value restriction  
23 applies to VOW offices only. Virtual Office Websites ("VOWs") are Internet sites operated by MLS  
24 Participant Brokers through which they establish relationships and work with clients and customers in  
25 cyberspace in ways similar to how real estate professionals interact with clients and customers in a "brick  
26 and mortar" environment. This restriction does not apply to automated estimates of value created by non-  
27 MLS Participant websites.

28  
29 **—OR—**

30 c. \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Seller does **NOT** opt out of any of the above.

31  
32 **21. OFFICE EXCLUSIVE:** Seller does not authorize Broker to disseminate listing information about the Property  
33 via IVR MLS, however Seller acknowledges and agrees that Broker will file the fully executed Office Exclusive  
34 Form with IVR MLS in accordance with IVR MLS Rules and Regulations. Further, Seller acknowledges  
35 and agrees that if there is any Public Marketing of an Office Exclusive listing, then Broker must submit the listing  
36 to IVR MLS for dissemination to its participants within one (1) business day of the Public Marketing. Public  
37 Marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing  
38 websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts),  
39 multi-brokerage listing sharing networks, and applications available to the general public.

40 Seller  **does -OR-**  **does NOT** select an Office Exclusive listing. **(Seller may not select this option if Seller has**  
41 **authorized marketing/advertising in Section 18.)**

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

43  
44 **22. USE OF LISTING CONTENT:** Seller acknowledges and agrees that all photographs, images, graphics, video  
45 recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other  
46 copyrightable elements relating to the Property provided by Seller to Broker or Broker's agent (the "Broker Listing  
47 Content") and any changes thereto, may be filed with MLS, included in compilations of listings, and otherwise  
48 distributed, publicly displayed and reproduced in any medium. Seller hereby grants to Broker a non-exclusive,  
49 irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display, and

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

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

1 reproduce the Broker Listing Content, to prepare derivative works of the Broker Listing Content, and to distribute  
2 the Broker Listing Content or any derivative works thereof in any medium. This non-exclusive license shall survive  
3 the termination of this Agreement for any reason whatever. Seller represents and warrants to Broker that the Broker  
4 Listing Content, and the license granted to Broker for the Broker Listing Content, do not violate or infringe upon  
5 the rights, including any copyright rights, of any person or entity. Seller acknowledges and agrees that as between  
6 Seller and Broker, all Broker Listing Content is owned exclusively by Broker, and Seller has no right, title or interest  
7 in or to any Broker Listing Content.  
8

9 **23. NEVADA LAW:** This Agreement is executed and intended to be performed in the State of Nevada, and the  
10 laws of Nevada shall govern its interpretation and effect. The parties agree that the State of Nevada, and the county  
11 in which the Property is located, is the appropriate judicial forum for any litigation, related to this Agreement.  
12

13 **24. ENTIRE CONTRACT:** All prior negotiations and agreements between the parties are incorporated in this  
14 Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final, complete, and  
15 exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence  
16 of any prior agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum, or  
17 modification, including any photocopy or facsimile, may be executed in two or more counterparts, all of which shall  
18 constitute one and the same writing. The terms of this Agreement may not be amended, modified or altered except  
19 through a written agreement signed by all of the parties hereto. **The parties agree that an MLS Change Order  
20 signed by Broker and Seller shall act as a valid written addendum to this Agreement.**  
21

22 **25. PARTIAL INVALIDITY:** In the event that any provision of this Agreement shall be held to be invalid or  
23 unenforceable, such ruling shall not affect the validity or enforceability of the remainder of the Agreement in any  
24 respect whatsoever.  
25

26 **26. ATTORNEY'S FEES:** In the event suit is brought by either party to enforce this Agreement, the prevailing  
27 party is entitled to court costs and reasonable attorney's fees. If Broker hires an attorney to enforce the collection  
28 of any commission payable pursuant to this Listing Agreement and is successful in collecting some or all of such  
29 commission without commencing any action or proceeding, Seller agrees to pay such broker's reasonable attorneys'  
30 fees and costs and Seller agrees to pay interest at the legal rate on all compensation and other amounts owned or  
31 due to Broker from the time due until paid in full.  
32

33 **27. DAMAGES CAP** Notwithstanding any provision to the contrary contained in this Agreement, if Broker shall  
34 be liable to Seller for any matter arising from this Agreement, whether based upon an action or claim in contract,  
35 warranty, equity, negligence, intended conduct or otherwise (including any action or claim arising from an act or  
36 omission, negligent or otherwise, of the liable party) the maximum aggregate liability of Broker to Seller under  
37 this agreement shall not exceed the aggregate commission amount that has been paid by Seller to Broker.  
38

39 **28. WARRANTY OF OWNERSHIP:** Seller warrants that Seller is the sole owner of the Property or has the  
40 authority to execute this Agreement. By signing below Seller acknowledges that Seller has read and understands  
41 this Agreement and agrees to the terms thereof.  
42

43 **29. FORECLOSURE:** Seller understands that failure to make loan payments may result in foreclosure of the  
44 Property by a mortgage holder and/or lien holder. Information regarding the foreclosure or litigation status of a  
45 property is available from the County Recorder where the Property is located. Seller represents that at the time of  
46 this listing (complete parts a and b):

47 a. A Notice of Default (Breach) and Election to Sell  **has not –OR–**  **has (date: \_\_\_\_\_)** been  
48 recorded against the Property. **If a Notice of Default has not been recorded against the Property as of the date**  
49 **of this Agreement, Seller agrees to notify Broker within five (5) business days of receipt of such a notice.**  
50 Seller understands that the recording of a Notice of Default begins a statutory foreclosure period, which varies in  
**Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.**

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

1 duration. At the end of the foreclosure period, the Property typically will be sold at a Trustee's Sale (foreclosure  
2 sale) and Seller will lose all rights and interest in the Property.

3 b. Seller  **has not** –OR–  **has (date:\_\_\_\_\_)** been served with a Summons and Complaint  
4 from Lender seeking to foreclose the property in court. The Parties understand that the filing and service of a  
5 Summons and Complaint begins a judicial foreclosure process which varies in duration, and which may result in a  
6 judgment against Seller. The judgment will typically be enforced through a foreclosure sale conducted by the Sheriff  
7 for the county where the Property is located and Seller will lose all rights and interest in the Property.

8 c. Seller understands that if the Property is not sold to a buyer before a foreclosure sale of the Property,  
9 Seller will lose all rights and interest in the Property. Seller understands that Broker cannot stop a foreclosure.

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

11  
12 **30. SIGNATURES:** This Agreement may be signed by the parties manually or electronically (digitally) and on  
13 more than one copy, which, when taken together, each signed copy shall be read as one complete form. Facsimile  
14 signatures may be accepted as original.

15 **31. RECOMMENDATIONS:** If Broker recommends a builder, contractor, escrow company, title company, pest  
16 control service, appraiser, lender, home inspection company or home warranty company or any other person or  
17 entity to Seller for any purpose, said recommendation shall be independently investigated and evaluated by Seller,  
18 who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity  
19 recommended by Broker will be based solely upon such independent investigation.

20  
21 **32. DEFAULT:** If Seller materially breaches this Listing, Seller is in default and will be liable to Broker for the  
22 amount of the Broker's fee specified in Section 5 and any other fees Broker is entitled to receive under this  
23 Agreement. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing  
24 Price will be the sales price for purposes of computing Broker's fee. If Broker breaches this Agreement, Broker is  
25 in default and Seller may exercise any remedy at law.

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27 **33. BINDING EFFECT:** Seller's obligation to pay Broker an earned fee is binding upon Seller and Seller's heirs,  
28 administrators, executors, successors and permitted assignees.

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30 **34. JOINT AND SEVERAL:** All Sellers executing this Listing are jointly and severally liable for the performance  
31 of all its terms.

32  
33 **35. TIME OF ESSENCE:** Time is of the essence of this Agreement and each of its terms.

34  
35 **36.** Seller hereby agrees that once an offer has been accepted the MLS Status shall be (choose one only):

36  Under Contract Show: The property may be shown even after an offer has been accepted.

37  Under Contract No Show: The property will not be shown once an offer has been accepted.

38  Determined by seller upon acceptance of the offer.

39  
40 **37. 1031 EXCHANGE:** The Seller  **does -OR-  does not** intend to perform an IRC Section 1031 tax deferred  
41 exchange. If yes, Broker is aware and acknowledges that Seller intends to perform an IRC Section 1031 tax  
42 deferred exchange. Broker will cooperate in such an exchange and Seller agrees to hold Broker harmless from any  
43 and all claims, costs, liabilities or delays in time resulting from such an exchange.

44  
45 **ADDITIONAL TERMS:**

46  
47  
**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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**THE PRE-PRINTED PORTION OF THIS AGREEMENT HAS BEEN APPROVED BY THE INCLINE VILLAGE REALTORS®. NO REPRESENTATION IS MADE AS THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. FOR LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.**

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

**SELLER:**

Date \_\_\_\_\_ Time \_\_\_\_\_ : \_\_\_\_\_  AM  PM

Seller's Signature \_\_\_\_\_ Printed Name: George Prince (Te)

Phone \_\_\_\_\_ E-Mail \_\_\_\_\_ Address \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_ : \_\_\_\_\_  AM  PM

Seller's Signature \_\_\_\_\_ Printed Name: \_\_\_\_\_

Phone \_\_\_\_\_ E-Mail \_\_\_\_\_ Address \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_ : \_\_\_\_\_  AM  PM

Seller's Signature \_\_\_\_\_ Printed Name: \_\_\_\_\_

Phone \_\_\_\_\_ E-Mail \_\_\_\_\_ Address \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_ : \_\_\_\_\_  AM  PM

Seller's Signature \_\_\_\_\_ Printed Name: \_\_\_\_\_

Phone \_\_\_\_\_ E-Mail \_\_\_\_\_ Address \_\_\_\_\_

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

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

1 **BROKER:**  
2  
3 Company Christie's Sereno  
4  
5 Address 3092 North Lake Blvd City Tahoe City State CA Zip 96145  
6  
7 Phone 530-624-0008 E-Mail \_\_\_\_\_  
8  
9 Designated Licensee Signature \_\_\_\_\_ License No. B.1001404  
10  
11 Printed Name: Linda Granger Licensee's Phone: 530-581-6927  
12  
13 Broker's Signature \_\_\_\_\_ License No. \_\_\_\_\_  
14  
15 Printed Name: \_\_\_\_\_ Date \_\_\_\_\_ Time: \_\_\_\_\_: \_\_\_\_\_  AM  PM  
16  
17 **AN EXCLUSIVE BROKERAGE AGREEMENT MUST BE SIGNED BY THE BROKER TO BE VALID**  
18

**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.

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**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 (TYY). For information and publications on fair housing, call HUD's Fair Housing Information Clearinghouse at 1-800-343-3442.



# INCLINE VILLAGE REALTORS®

## Instruction to Exclude Listing from the MLS

IVR requires that Brokers participating in the MLS service submit their listings (**including rental listings**) to the MLS for cooperation and compensation within two (2) business days of obtaining all necessary signatures of the seller(s) **and/or Owner(s)**. If the SELLER(S) **OWNERS(S)** refuses to permit the listing to be disseminated by the MLS, the listing broker shall submit within two (2) business days of obtaining all necessary signatures, this certification signed by the seller and notarized.

---

### Certification

I understand that IVR's MLS provides a valuable service by disseminating listing information to IVR members.

\_\_\_\_\_  
Seller(s) Initials

I understand that by possibly reducing the number or prospective buyers, the reduction in exposure of the listing may lower the number of offers made on the property and may adversely impact the overall terms and price.

\_\_\_\_\_  
Seller(s) Initials

I understand that real estate agents and brokers from other real estate offices, and their buyer clients, who have access to the MLS may not be aware seller's property is for sale.

\_\_\_\_\_  
Seller(s) Initials

I understand that my property will not be included in the MLS download to various real estate internet sites that are widely used by the public looking to purchase homes.

\_\_\_\_\_  
Seller(s) Initials

My agent has not induced me to withhold my property from the MLS.

\_\_\_\_\_  
Seller(s) Initials

**I hereby certify that I do not want my listed property to be submitted to IVR's multiple listing service for the following period and for the following reason(s).**

**From:** \_\_\_\_\_ **To:** \_\_\_\_\_

**Reason(s):** \_\_\_\_\_  
\_\_\_\_\_

Address: 1048 Apollo Court City: Incline Village Zip 89451

Contract listing date: \_\_\_\_\_ Contract expiration date: \_\_\_\_\_

Company Name: \_\_\_\_\_ **Christie's Sereno**

Agent Name: \_\_\_\_\_ **Linda Granger** Signature: \_\_\_\_\_ Date \_\_\_\_\_

Broker Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date \_\_\_\_\_

Seller(s) **Owner(s)** Notarized Signature: \_\_\_\_\_ Date \_\_\_\_\_  
**George Prince (Te)**

Seller(s) **Owner(s)** Notarized Signature: \_\_\_\_\_ Date \_\_\_\_\_

SUBSCRIBED AND SWORN TO me  
this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Notary Public

Copyright by:

GREATER LAS VEGAS ASSOCIATION OF REALTORS®

Authorization to Exclude Listing from the MLS

06/13



**WIRE AND CYBER FRAUD NOTIFICATION DISCLOSURE  
TO ALERT CLIENTS REGARDING POTENTIAL RISKS RELATED  
TO THE FUNDING OF TRANSACTIONS**



Cyber criminals/hackers are targeting email accounts of various parties involved in a real estate transaction (e.g., title agents, mortgage brokers, real estate agents). Among other concerns, this can lead to fraudulent wire instructions being used to divert funds to the cyber criminals' bank accounts. These emails may look like legitimate emails from the proper party.

Christie's Sereno (hereinafter "Brokerage") strongly recommends that you and others working on your real estate transaction should refrain from placing any sensitive personal and financial information in an email directly or through an email attachment. When you need to share Social Security numbers, bank accounts, credit card numbers, wiring instructions or similar sensitive information, Brokerage recommends using more secure needs, such as providing the information in person, over the phone, or through secure mail or package services whenever possible.

Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without double-checking that the wiring instructions are correct. You should call them at a number that you obtain on your own (e.g. the Residential Purchase Agreement, their website, etc.) and NOT use the phone number or any contact information in the email in order to be sure that you are contacting a legitimate party.

Client shall defend, indemnify and hold Brokerage, its officers, agents, employees and brokers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the wiring instructions or similar sensitive information.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
SIGNATURE

**George Prince (Te)**  
\_\_\_\_\_  
CLIENT NAME

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SIGNATURE

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CLIENT NAME

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