



EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL, EXCHANGE, OR LEASE UNIMPROVED PROPERTY LISTING AGREEMENT (ER)



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 **1. EXCLUSIVE RIGHT TO SELL:**

2 I/We, _____ (“Seller”)
3 hereby employs and grants _____ (Company Name, herein after
4 “Broker”) the exclusive and irrevocable right, commencing on _____, and expires at 11:59 p.m. Pacific
5 Time on _____, to sell, lease or exchange the Real Property located in T _____
6 R _____ S _____, City of _____, County of
7 _____, Nevada, APN#: _____ commonly known as:
8 _____ (“the Property”).
9

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

12
13 Cash _____ CONV _____ 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 “Landlord” as
16 applicable.)

17
18 Seller **does -OR-** **does not** authorize Broker to disclose the existence of multiple offers to purchase the
19 property to potential buyers. **SELLER(S) INITIALS:** _____/_____/_____/_____

20
21 **3. PROPERTY OFFERED FOR SALE:** The listing price noted above includes the Property and all
22 improvements and fixtures permanently affixed and installed.

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

28 Any and all items of personal property not identified herein are SPECIFICALLY excluded from the sale of the
29 property.

30 b. Leased or Liened Items: The following items are leased or subject to a lien in securing payment:
31 _____
32 _____
33 _____

34 Seller will provide to Buyer, as a part of the purchase agreement, copies of lease documents, or other documents
35 obligating Seller to pay for such leased or liened items.

36
37 c. Utilities: Distance to utilities from the subject property if known: (select all that apply.)

| <u>Utility</u> | <u>Distance if known</u> | <u>Additional Comments</u> |
|------------------|--------------------------|----------------------------|
| ___ Water | | |
| ___ Gas | | |
| ___ Sewer | | |
| ___ Power | | |
| ___ Other: _____ | | |

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

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

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

5 **5. COMPENSATION TO BROKER:** Compensation is solely a matter of negotiation between Broker and Seller
6 and is not fixed, suggested, controlled or recommended by GLVAR, MLS or any other person not a party to this
7 Agreement. Seller agrees to pay Broker as compensation for services:
8

9 **IF A SALE:** _____ % of the gross selling price of the Property **AND** / **OR** \$ _____
10 (flat fee amount). Seller acknowledges that offers of cooperative compensation are between brokers and are not
11 negotiable between the Seller and Buyer.
12

13 **IF A LEASE:** _____ % of the total rental agreed to be paid by lessee
14 **AND** / **OR** \$ _____ (flat fee amount). Seller acknowledges that offers of cooperative compensation
15 are between brokers and are not negotiable between the Seller and Tenant.
16

17 **Compensation shall be due:**
18

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

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

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

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

37 e. Broker is authorized to cooperate and divide with other brokers the above compensation in any manner
38 acceptable to Broker. Seller hereby irrevocably assigns to Broker the funds and proceeds of Seller in escrow equal
39 to the above compensation. In the event any sum of money due under this Agreement remains unpaid for a period
40 of thirty (30) days, such sum shall bear interest at the rate of (_____) percent per annum from the due date
41 until paid.
42

43 **6. DEPOSIT:** Broker is authorized to accept on Seller's behalf a deposit to be applied toward purchase price or
44 lease. Said deposit shall be held by: (SELECT ONE) Escrow **-OR-** Broker **-OR-** Other _____.
45

46 **7. AGENCY RELATIONSHIP:**

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

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

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

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

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

5
6 **8. REQUIRED DISCLOSURES:**

7
8 **Δ Open Range Disclosure: (NRS 113.065) Δ Other:(list)**
9 _____

10
11 **9. INDEMNIFICATION:** Seller agrees to save, defend, and hold Broker, GLVAR, and the MLS harmless from
12 all claims, disputes, litigation, and/or judgments arising from (i) any misrepresentation, breach of warranty or breach
13 of a promise by Seller in this Listing Agreement (ii) any incorrect information supplied by Seller, (iii) any facts
14 concerning the Property not disclosed by Seller, including any facts known to Seller relating to adverse conditions
15 or latent defects, (iv) the use of a keybox, or (v) any injury or damage to persons or property in connection with the
16 marketing or showing of the Property. This indemnification shall survive Broker's performance and any transfer of
17 title.

18
19 **10. FAIR HOUSING:** Broker shall offer the Property for sale or lease without regard to race, color, religion, sex,
20 national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or handicap and any
21 other current requirements of federal or state fair housing laws.

22
23 **11. COMMON INTEREST COMMUNITY:** The Property _____ **is -OR- _____ is not** located within a Common
24 Interest Community (CIC). If yes, please complete the following:

25
26 Name of CIC(s): _____
27 Telephone: _____ Dues: \$ _____ payable _____ **monthly -OR- _____ quarterly**
28 Seller _____ **is -OR- _____ is not** current on all dues and assessments.
29 Name of CIC(s): _____
30 Telephone: _____ Dues: \$ _____ payable _____ **monthly -OR- _____ quarterly**
31 Seller _____ **is -OR- _____ is not** current on all dues and assessments.
32 Name of CIC(s): _____
33 Telephone: _____ Dues: \$ _____ payable _____ **monthly -OR- _____ quarterly**
34 Seller _____ **is -OR- _____ is not** current on all dues and assessments.

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

38
39 **12. SPECIAL ASSESSMENTS:** The Property _____ **is -OR- _____ is not** subject to special government
40 assessments, such as SID and LID. (For information please go to: www.amgnv.com)

41 If yes, please complete the following:

42
43 Balance remaining: \$ _____
44 Payment amount: \$ _____
45 Payment Due: select one (1) Monthly _____ Quarterly _____ Semi Annually _____ Annually _____
46

47 **13. KEYBOX:** Seller _____ **does -OR- _____ does not** authorize Broker to install a keybox (_____ **electronic**
48 **-OR- _____ mechanical**) in connection with the showing of the Property. A mechanical keybox is a combination-
49 type box that can be opened by anyone who has access to the combination/code. The MLS requires that a valid
50 working code for a mechanical keybox be included in the listing for ease of showing. The code is a confidential
51 field that is not intended to be available to the public. Seller acknowledges that they have been advised that:
52

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

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

1 **18. MARKETING AND ADVERTISING:** Seller acknowledges that, unless Seller signs photo exclusion,
2 photographs of the Property may be taken for publication in the MLS computer system. Subject to Section 20,
3 Seller agrees that the Property may be advertised in any and all formats of media including but not limited to
4 electronic and print advertising. Should Seller provide photographs of the Property, Seller warrants and represents
5 that Seller has the ownership rights to said photographs and by providing said photographs irrevocably assigns any
6 and all ownership rights to the Broker. Seller further acknowledges that once images are placed on the Internet,
7 neither the Broker nor the Seller have control over who can view such images and what use viewers may make of
8 the images or how long such images may remain on the internet.
9

10 Seller acknowledges that prospective buyers and/or other persons coming on to the property may take photographs,
11 video and/or other images of the property. Seller understands that Broker does not have the ability to control or
12 block the taking of and use of images by such persons. Once the images are taken and or put into electronic display
13 on the Internet or otherwise published neither the Broker nor the Seller has control over how such images are used.
14

15 Seller **does -OR-** **does not** authorize Broker to commence public marketing and advertising activities.

16 **SELLER(S) INITIALS:** / / /
17

18 **19. SIGN:** Seller **does -OR-** **does not** authorize Broker to install a FOR SALE/LEASE sign on the
19 Property. (Seller may only authorize a sign if Seller has authorized marketing/advertising in Section 18.)
20

21 **20. SELLER OPT OUTS:** Seller further understands and acknowledges that MLS will disseminate the Property's
22 listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet sites, as well
23 as other online providers, and that such sites are generally available to the public. Some, but not all, of these websites
24 may include a commentary section where consumers may include reviews and comments about the Property in
25 immediate conjunction with the listing (blogging), or provide a link to the comments. In addition, some, but not all,
26 of these websites may display an automated estimate of the market value of the Property in immediate conjunction
27 with the listing, or provide a link to the estimate. Seller can instruct Broker to have the MLS not display the property
28 on the Internet. Seller also can instruct the MLS to not display the Property address on the Internet. Seller
29 understands that these opt outs would mean consumers searching for listings on the Internet may not see the Property
30 or the Property's address in response to their search.
31

31 Seller may opt-out of any of the following features by initialing the appropriate space(s) below:
32

33 a. / / / I/we have advised the Broker that I/we **DO NOT** want a **commentary**
34 **section** displayed or linked to the listed Property (the site operator may indicate that the feature was
35 disabled at the request of the seller).

36 b. / / / I/we have advised the Broker that I/we **DO NOT** want an **automated**
37 **estimate of value** displayed or linked to the listed Property (the site operator may indicate that the feature
38 was disabled at the request of the seller). *Please note that this automated estimate of value restriction
39 applies to VOW offices only. Virtual Office Websites ("VOWs") are Internet sites operated by MLS
40 Participant Brokers through which they establish relationships and work with clients and customers in
41 cyberspace in ways similar to how real estate professionals interact with clients and customers in a "brick
42 and mortar" environment. This restriction does not apply to automated estimates of value created by non-
43 MLS Participant websites.
44

45 **—OR—**

46 / / / Seller does **NOT** opt out of any of the above.
47

48 **21. OFFICE EXCLUSIVE:** Seller does not authorize Broker to disseminate listing information about the Property
49 via GLVAR MLS, however Seller acknowledges and agrees that Broker will file the fully executed Office Exclusive
50 Form with GLVAR MLS in accordance with GLVAR MLS Rules and Regulations. Further, Seller acknowledges
51 and agrees that if there is any Public Marketing of an Office Exclusive listing, then Broker must submit the listing
52 to GLVAR MLS for dissemination to its participants within one (1) business day of the Public Marketing. Public
Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: / / /

1 Marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing
2 websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts),
3 multi-brokerage listing sharing networks, and applications available to the general public.

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

6 **SELLER(S) INITIALS:** _____/_____/_____/_____

7
8 **22. USE OF LISTING CONTENT:** Seller acknowledges and agrees that all photographs, images, graphics, video
9 recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other
10 copyrightable elements relating to the Property provided by Seller to Broker or Broker's agent (the "Broker Listing
11 Content") and any changes thereto, may be filed with MLS, included in compilations of listings, and otherwise
12 distributed, publicly displayed and reproduced in any medium. Seller hereby grants to Broker a non-exclusive,
13 irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display, and
14 reproduce the Broker Listing Content, to prepare derivative works of the Broker Listing Content, and to distribute
15 the Broker Listing Content or any derivative works thereof in any medium. This non-exclusive license shall survive
16 the termination of this Agreement for any reason whatever. Seller represents and warrants to Broker that the Broker
17 Listing Content, and the license granted to Broker for the Broker Listing Content, do not violate or infringe upon
18 the rights, including any copyright rights, of any person or entity. Seller acknowledges and agrees that as between
19 Seller and Broker, all Broker Listing Content is owned exclusively by Broker, and Seller has no right, title or interest
20 in or to any Broker Listing Content.

21
22 **23. NEVADA LAW:** This Agreement is executed and intended to be performed in the State of Nevada, and the
23 laws of Nevada shall govern its interpretation and effect. The parties agree that the State of Nevada, and the county
24 in which the Property is located, is the appropriate judicial forum for any litigation, related to this Agreement.

25
26 **24. ENTIRE CONTRACT:** All prior negotiations and agreements between the parties are incorporated in this
27 Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final, complete, and
28 exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence
29 of any prior agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum, or
30 modification, including any photocopy or facsimile, may be executed in two or more counterparts, all of which shall
31 constitute one and the same writing. The terms of this Agreement may not be amended, modified or altered except
32 through a written agreement signed by all of the parties hereto. **The parties agree that an MLS Change Order
33 signed by Broker and Seller shall act as a valid written addendum to this Agreement.**

34
35 **25. PARTIAL INVALIDITY:** In the event that any provision of this Agreement shall be held to be invalid or
36 unenforceable, such ruling shall not affect the validity or enforceability of the remainder of the Agreement in any
37 respect whatsoever.

38
39 **26. ATTORNEY'S FEES:** In the event suit is brought by either party to enforce this Agreement, the prevailing
40 party is entitled to court costs and reasonable attorney's fees. If Broker hires an attorney to enforce the collection
41 of any commission payable pursuant to this Listing Agreement and is successful in collecting some or all of such
42 commission without commencing any action or proceeding, Seller agrees to pay such broker's reasonable attorneys'
43 fees and costs and Seller agrees to pay interest at the legal rate on all compensation and other amounts owned or
44 due to Broker from the time due until paid in full.

45
46 **27: DAMAGES CAP** Notwithstanding any provision to the contrary contained in this Agreement, if Broker shall
47 be liable to Seller for any matter arising from this Agreement, whether based upon an action or claim in contract,
48 warranty, equity, negligence, intended conduct or otherwise (including any action or claim arising from an act or
49 omission, negligent or otherwise, of the liable party) the maximum aggregate liability of Broker to Seller under
50 this agreement shall not exceed the aggregate commission amount that has been paid by Seller to Broker.

51
Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

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

1 **28. WARRANTY OF OWNERSHIP:** Seller warrants that Seller is the sole owner of the Property or has the
2 authority to execute this Agreement. By signing below Seller acknowledges that Seller has read and understands
3 this Agreement and agrees to the terms thereof.
4

5 **29. FORECLOSURE:** Seller understands that failure to make loan payments may result in foreclosure of the
6 Property by a mortgage holder and/or lien holder. Information regarding the foreclosure or litigation status of a
7 property is available from the County Recorder where the Property is located. Seller represents that at the time of
8 this listing (complete parts a and b):
9

10 a. A Notice of Default (Breach) and Election to Sell **has not** –OR– **has (date: _____)** been
11 recorded against the Property. **If a Notice of Default has not been recorded against the Property as of the date**
12 **of this Agreement, Seller agrees to notify Broker within five (5) business days of receipt of such a notice.**
13 Seller understands that the recording of a Notice of Default begins a statutory foreclosure period, which varies in
14 duration. At the end of the foreclosure period, the Property typically will be sold at a Trustee's Sale (foreclosure
15 sale) and Seller will lose all rights and interest in the Property.

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

21 c. Seller understands that if the Property is not sold to a buyer before a foreclosure sale of the Property,
22 Seller will lose all rights and interest in the Property. Seller understands that Broker cannot stop a foreclosure.
23 **SELLER(S) INITIALS:** _____ / _____ / _____ / _____
24

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

29 **31. RECOMMENDATIONS:** If Broker recommends a builder, contractor, escrow company, title company, pest
30 control service, appraiser, lender, home inspection company or home warranty company or any other person or
31 entity to Seller for any purpose, said recommendation shall be independently investigated and evaluated by Seller,
32 who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity
33 recommended by Broker will be based solely upon such independent investigation.
34

35 **32. DEFAULT:** If Seller materially breaches this Listing, Seller is in default and will be liable to Broker for the
36 amount of the Broker's fee specified in Section 5 and any other fees Broker is entitled to receive under this
37 Agreement. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing
38 Price will be the sales price for purposes of computing Broker's fee. If Broker breaches this Agreement, Broker is
39 in default and Seller may exercise any remedy at law.
40

41 **33. BINDING EFFECT:** Seller's obligation to pay Broker an earned fee is binding upon Seller and Seller's heirs,
42 administrators, executors, successors and permitted assignees.
43

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

46 **35. TIME OF ESSENCE:** Time is of the essence of this Agreement and each of its terms.
47

48 **36. Seller hereby agrees that once an offer has been accepted the MLS Status shall be:**

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

50 OR

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

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

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

1 OR
2 _____ Determined by seller upon acceptance of the offer.
3

4 **37. 1031 EXCHANGE:** The Seller **does -OR-** **does not** intend to perform an IRC Section 1031 tax
5 deferred exchange. If yes, Broker is aware and acknowledges that Seller intends to perform an IRC
6 Section 1031 tax deferred exchange. Broker will cooperate in such an exchange and Seller agrees to
7 hold Broker harmless from any and all claims, costs, liabilities or delays in time resulting from such an
8 exchange.
9

10 **ADDITIONAL TERMS:**

11 _____
12 _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____

21
22
23 **THE PRE-PRINTED PORTION OF THIS AGREEMENT HAS BEEN APPROVED BY THE GREATER**
24 **LAS VEGAS ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS THE LEGAL**
25 **VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. FOR**
26 **LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.**

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

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

1 **By signing below, Seller consents to receive transmissions sent from Broker to the e-mail address(es) set**
2 **forth. Seller agrees to keep Broker advised of his/her address and telephone number (or a number where**
3 **they may be reached within 24 hours) at all times during the term of this Agreement.**
4

5 **SELLER:**

6 Date _____ Time _____ : _____ AM PM

7
8 Seller's Signature _____ Printed Name: _____

9
10 Phone _____ E-Mail _____ Address _____

11
12
13 Seller's Signature _____ Printed Name: _____

14
15 Phone _____ E-Mail _____ Address _____

16
17
18 Seller's Signature _____ Printed Name: _____

19
20 Phone _____ E-Mail _____ Address _____

21
22
23 Seller's Signature _____ Printed Name: _____

24
25 Phone _____ E-Mail _____ Address _____

26
27 **BROKER:**

28
29 Company _____

30
31 Address _____ City _____ State _____ Zip _____

32
33 Phone _____ E-Mail _____

34
35 Designated Licensee Signature _____ License No. _____

36
37 Printed Name: _____ Licensee's Phone: _____

38
39 Broker's Signature _____ License No. _____

40
41 Printed Name: _____ Date _____ Time: _____ : _____ AM PM

42
43 **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: _____ / _____ / _____ / _____