



# 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, \_\_\_\_\_ (“Seller”) hereby employs and grants \_\_\_\_\_ (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 \_\_\_\_\_, County of \_\_\_\_\_, Nevada, APN#: \_\_\_\_\_ commonly known as: \_\_\_\_\_ (“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 [\_\_\_\_] [\_\_\_\_]

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: \_\_\_\_\_

Seller intends that the above items be excluded or included in offering the Property for sale. Seller understands that the purchase agreement takes precedent over any intention identified above and will ultimately determine what items are included and excluded in the sale and that the Broker is not responsible for and does not guarantee that the above items will be in the purchase agreement.

c. Leased or Liened Items: The following items are leased or subject to a lien in securing payment:  
\_\_\_ Solar power system \_\_\_ Alarm system \_\_\_ Propane tank \_\_\_ Water softener  
\_\_\_ Other: \_\_\_\_\_.

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

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

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

46 **4. TITLE INSURANCE:** Seller agrees to provide Buyer with an owner's policy of title insurance in the amount  
47 of the selling price.  
48

49 **5. COMPENSATION TO BROKER:** Compensation is solely a matter of negotiation between Broker and Seller  
50 and is not fixed, suggested, controlled or recommended by GLVAR, MLS or any other person not a party to this  
51 Agreement. Seller agrees to pay Broker as compensation for services:  
52

53 **IF A SALE:** \_\_\_\_\_ % of the gross selling price of the Property  **AND** /  **OR** \$ \_\_\_\_\_  
54 (flat fee amount). Seller acknowledges that Broker will offer \_\_\_\_\_% or \$ \_\_\_\_\_ to the  
55 cooperating broker who is the procuring cause of the sale. Seller acknowledges that offers of cooperative  
56 compensation are between brokers and are not negotiable between the Seller and Buyer.  
57

58 **IF A LEASE:** \_\_\_\_\_ % of the total rental agreed to be paid by lessee  
59  **AND** /  **OR** \$ \_\_\_\_\_ (flat fee amount). If leased, Broker agrees to pay \_\_\_\_\_% or \$ \_\_\_\_\_  
60 to the cooperating broker who is the procuring cause of the lease. Seller acknowledges that offers of cooperative  
61 compensation are between brokers and are not negotiable between the Seller and Tenant.  
62

63 **Compensation shall be due:**  
64

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

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

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

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

83 e. Broker is authorized to cooperate and divide with other brokers the above compensation in any manner  
84 acceptable to Broker. Seller hereby irrevocably assigns to Broker the funds and proceeds of Seller in escrow  
85 equal to the above compensation. In the event any sum of money due under this Agreement remains unpaid for a  
86 period of thirty (30) days, such sum shall bear interest at the rate of (\_\_\_\_\_) percent per annum from the  
87 due date until paid.  
88

89 **6. DEPOSIT:** Broker is authorized to accept on Seller's behalf a deposit to be applied toward purchase price or  
90 lease. Said deposit shall be held by: (SELECT ONE)  Escrow **-OR-**  Broker **-OR-**  Other \_\_\_\_\_.  
91

92 **7. AGENCY RELATIONSHIP:**

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

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

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

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

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

104  
105 **8. REQUIRED DISCLOSURES:**

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

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

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

113 d. Seller acknowledges receipt of the Residential Disclosure Guide: **Seller(s) Initials** [\_\_\_\_] [\_\_\_\_]  
114

115 **9. INDEMNIFICATION:** Seller agrees to save, defend, and hold Broker, GLVAR, and the MLS harmless from  
116 all claims, disputes, litigation, and/or judgments arising from (i) any misrepresentation, breach of warranty or  
117 breach of a promise by Seller in this Listing Agreement (ii) any incorrect information supplied by Seller, (iii) any  
118 facts concerning the Property not disclosed by Seller, including any facts known to Seller relating to adverse  
119 conditions or latent defects, (iv) the use of a keybox, or (v) any injury or damage to persons or property in  
120 connection with the marketing or showing of the Property. This indemnification shall survive Broker's  
121 performance and any transfer of title.  
122

123 **10. FAIR HOUSING:** Broker shall offer the Property for sale or lease without regard to race, color, religion, sex,  
124 national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or handicap and  
125 any other current requirements of federal or state fair housing laws.  
126

127 **11. COMMON INTEREST COMMUNITY:** The Property \_\_\_\_\_ **is -OR- \_\_\_\_\_ is not** located within a  
128 Common Interest Community (CIC). If yes, please complete the following:  
129

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

131 Telephone: \_\_\_\_\_ Dues: \_\_\_\_\_ payable \_\_\_\_\_ **monthly -OR- \_\_\_\_\_ quarterly**

132 Seller \_\_\_\_\_ **is -OR- \_\_\_\_\_ is not** current on all dues and assessments.

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

134 Telephone: \_\_\_\_\_ Dues: \_\_\_\_\_ payable \_\_\_\_\_ **monthly -OR- \_\_\_\_\_ quarterly**

135 Seller \_\_\_\_\_ **is -OR- \_\_\_\_\_ is not** current on all dues and assessments.

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

137 Telephone: \_\_\_\_\_ Dues: \_\_\_\_\_ payable \_\_\_\_\_ **monthly -OR- \_\_\_\_\_ quarterly**

138 Seller \_\_\_\_\_ **is -OR- \_\_\_\_\_ is not** current on all dues and assessments.  
139

140 If the Property is located within a CIC, Seller acknowledges and agrees to obtain (at Seller's own expense as  
141 required by NRS 116.4109) and/or provide the information required by NRS 116.4109 and 116.41095 to Broker  
142 for delivery to Buyer.  
143

144 **12. SPECIAL ASSESSMENTS:** The Property \_\_\_\_\_ **is -OR- \_\_\_\_\_ is not** subject to special government  
145 assessments, such as SID and LID. (For information please go to: [www.amgnv.com](http://www.amgnv.com))

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

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

146 If yes, please complete the following:

147

148 Balance remaining: \_\_\_\_\_

149 Payment amount: \_\_\_\_\_

150 Payment Due: select one (1) Monthly \_\_\_\_\_ Quarterly \_\_\_\_\_ Semi Annually \_\_\_\_\_ Annually \_\_\_\_\_

151

152 **13. SIGN:** Seller \_\_\_ **does -OR- \_\_\_ does not** authorize Broker to install a FOR SALE/LEASE sign on the  
153 Property.

154

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

160

161 a. The purpose and function of the keybox is to permit access to the interior of the Property by all  
162 members of GLVAR's MLS as well as any licensed professionals necessary to facilitate the sale of the Property;

163 b. Seller should safeguard Personal Property and valuables located within the Property;

164 c. It is not a requirement of the GLVAR's MLS for a Seller to allow the use of a keybox;

165 d. Where a tenant occupies the Property, the tenant's consent is also required, which shall be obtained by  
166 the Seller or his/her Property Manager;

167 e. Seller \_\_\_ **does -OR- \_\_\_ does not** authorize Broker to issue "One Day Codes" to access the electronic  
168 keybox installed on the property. A "One Day Code" is an electronic means to allow access to the keybox key  
169 compartment. Broker shall only issue such codes to licensed professionals. Broker further agrees to use all  
170 reasonable means to verify the identity of said licensed professionals.

171 f. Owner acknowledges that GLVAR, the MLS, Broker or its Listing Agent is not insuring owner or  
172 occupant against theft, loss or vandalism resulting from such access. Owner is responsible for taking such steps as  
173 may be necessary to secure and protect the Property during any time that a keybox is being used and obtaining  
174 appropriate insurance.

175

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

180

181 **16. TAX WITHHOLDING:** Seller agrees to perform any act reasonably necessary to carry out the provisions of  
182 the Foreign Investment in Real Property Tax Act (FIRPTA). If applicable (as designated in the Seller's Response  
183 herein), Seller agrees to complete, sign, and deliver to ESCROW HOLDER a certificate indicating whether Seller  
184 is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA).  
185 A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation; or  
186 a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA.  
187 Additional information for determining status may be found at [www.irs.gov](http://www.irs.gov). Seller understands that if Seller is a  
188 foreign person then the Buyer must withhold a tax in an amount to be determined by ESCROW HOLDER in  
189 accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW  
190 HOLDER the necessary documents, to be provided by the ESCROW HOLDER, to determine if withholding is  
191 required (see 26 USC Section 1445).

192 **FIRPTA DECLARATION:** Seller declares that he/she

193  **is not -OR-**

194  **is** a foreign person therefore subjecting this transaction to FIRPTA withholding.

195 **Seller Initials** [\_\_\_\_\_] [\_\_\_\_\_]

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

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

196  
197 **17. MEDIATION:** The Broker and Seller agree to negotiate in good faith in an effort to resolve any dispute  
198 related to this Listing Agreement that may arise between the parties. If the dispute cannot be resolved by  
199 negotiation, the dispute will be submitted to mediation. The parties to the dispute will mediate at GLVAR in  
200 accordance with the standards of practice of the National Association of REALTORS® and GLVAR's rules of  
201 procedure or a mediator mutually agreed upon by the parties. Mediation fees, if any, shall be divided equally  
202 among the parties involved. By initialing below, the parties confirm that they have read and understand this  
203 section and voluntarily agree to the provisions thereof. **Seller(s) Initials** [\_\_\_\_\_] [\_\_\_\_\_] **Broker Initials**  
204 [\_\_\_\_\_] [\_\_\_\_\_]  
205

206 **18. MULTIPLE LISTING SERVICE (MLS):** Broker is a participant of THE GREATER LAS VEGAS  
207 ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service (MLS), and the listing information will  
208 be provided to the MLS to be published and disseminated to its Participants and Subscribers in accordance with  
209 its Rules and Regulations and Sections 20 and 21 herein, unless Seller signs Instruction to Exclude. Broker is  
210 authorized to cooperate with other real estate Brokers, and to report the sale, its price, terms and financing for the  
211 publication, dissemination information and use by authorized Association members, MLS Participants and  
212 Subscribers.  
213

214 **19. ADVERTISING:** Seller acknowledges that, unless Seller signs photo exclusion, photographs of the Property  
215 may be taken for publication in the MLS computer system. Subject to Section 20, Seller agrees that the Property  
216 may be advertised in any and all formats of media including but not limited to electronic and print advertising.  
217 Should Seller provide photographs of the Property, Seller warrants and represents that Seller has the ownership  
218 rights to said photographs and by providing said photographs irrevocably assigns any and all ownership rights to  
219 the Broker. Seller further acknowledges that once images are placed on the Internet, neither the Broker nor the  
220 Seller have control over who can view such images and what use viewers may make of the images or how long  
221 such images may remain on the internet.  
222

223 Seller acknowledges that prospective buyers and/or other persons coming on to the property may take  
224 photographs, video and/or other images of the property. Seller understands that Broker does not have the ability to  
225 control or block the taking of and use of images by such persons. Once the images are taken and or put into  
226 electronic display on the Internet or otherwise published neither the Broker nor the Seller has control over how  
227 such images are used.  
228

229 **20. SELLER OPT OUTS:** Seller further understands and acknowledges that MLS will disseminate the  
230 Property's listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet  
231 sites, as well as other online providers, and that such sites are generally available to the public. Some, but not all,  
232 of these websites may include a commentary section where consumers may include reviews and comments about  
233 the Property in immediate conjunction with the listing (blogging), or provide a link to the comments. In addition,  
234 some, but not all, of these websites may display an automated estimate of the market value of the Property in  
235 immediate conjunction with the listing, or provide a link to the estimate. Seller can instruct Broker to have the  
236 MLS not display the property on the Internet. Seller also can instruct the MLS to not display the Property address  
237 on the Internet. Seller understands that these opt outs would mean consumers searching for listings on the Internet  
238 may not see the Property or the Property's address in response to their search.  
239

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

241  
242 a. \_\_\_\_\_ I/we have advised the Broker that I/we **DO NOT** want a **commentary section**  
243 displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at  
244 the request of the seller).  
245

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

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

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

254  
255 —OR—

256 \_\_\_\_\_ Seller does **NOT** opt out of any of the above.  
257

258 **21. USE OF LISTING CONTENT:** Seller acknowledges and agrees that all photographs, images, graphics,  
259 video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other  
260 copyrightable elements relating to the Property provided by Seller to Broker or Broker’s agent (the “Broker  
261 Listing Content”) and any changes thereto, may be filed with MLS, included in compilations of listings, and  
262 otherwise distributed, publicly displayed and reproduced in any medium. Seller hereby grants to Broker a non-  
263 exclusive, irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display,  
264 and reproduce the Broker Listing Content, to prepare derivative works of the Broker Listing Content, and to  
265 distribute the Broker Listing Content or any derivative works thereof in any medium. This non-exclusive license  
266 shall survive the termination of this Agreement for any reason whatever. Seller represents and warrants to Broker  
267 that the Broker Listing Content, and the license granted to Broker for the Broker Listing Content, do not violate or  
268 infringe upon the rights, including any copyright rights, of any person or entity. Seller acknowledges and agrees  
269 that as between Seller and Broker, all Broker Listing Content is owned exclusively by Broker, and Seller has no  
270 right, title or interest in or to any Broker Listing Content.

271  
272 **22. NEVADA LAW:** This Agreement is executed and intended to be performed in the State of Nevada, and the  
273 laws of Nevada shall govern its interpretation and effect. The parties agree that the State of Nevada, and the  
274 county in which the Property is located, is the appropriate judicial forum for any litigation, related to this  
275 Agreement.

276  
277 **23. ENTIRE CONTRACT:** All prior negotiations and agreements between the parties are incorporated in this  
278 Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final, complete, and  
279 exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence  
280 of any prior agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum, or  
281 modification, including any photocopy or facsimile, may be executed in two or more counterparts, all of which  
282 shall constitute one and the same writing. The terms of this Agreement may not be amended, modified or altered  
283 except through a written agreement signed by all of the parties hereto. **The parties agree that an MLS Change**  
284 **Order signed by Broker and Seller shall act as a valid written addendum to this Agreement.**

285  
286 **24. PARTIAL INVALIDITY:** In the event that any provision of this Agreement shall be held to be invalid or  
287 unenforceable, such ruling shall not affect the validity or enforceability of the remainder of the Agreement in any  
288 respect whatsoever.

289  
290 **25. ATTORNEY’S FEES:** In the event suit is brought by either party to enforce this Agreement, the prevailing  
291 party is entitled to court costs and reasonable attorney’s fees. If Broker hires an attorney to enforce the collection  
292 of any commission payable pursuant to this Listing Agreement and is successful in collecting some or all of such  
293 commission without commencing any action or proceeding, Seller agrees to pay such broker’s reasonable  
294 attorneys’ fees and costs and Seller agrees to pay interest at the legal rate on all compensation and other amounts  
295 owned or due to Broker from the time due until paid in full.

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

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

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

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

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

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

**Seller(s) Initials** [\_\_\_\_\_] [\_\_\_\_\_]

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

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

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

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

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

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

346 **33. JOINT AND SEVERAL:** All Sellers executing this Listing are jointly and severally liable for the  
347 performance of all its terms.  
348

349 **34. TIME OF ESSENCE:** Time is of the essence of this Agreement and each of its terms.  
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351 **35. ADDITIONAL TERMS:**  
352 \_\_\_\_\_  
353 \_\_\_\_\_  
354 \_\_\_\_\_  
355 \_\_\_\_\_  
356 \_\_\_\_\_  
357 \_\_\_\_\_  
358 \_\_\_\_\_  
359 \_\_\_\_\_

360 **THE PRE-PRINTED PORTION OF THIS AGREEMENT HAS BEEN APPROVED BY THE GREATER**  
361 **LAS VEGAS ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS THE LEGAL**  
362 **VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. FOR**  
363 **LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.**  
364

365 **By signing below, Seller consents to receive transmissions sent from Broker to the e-mail**  
366 **address(es) set forth. Seller agrees to keep Broker advised of his/her address and telephone**  
367 **number (or a number where they may be reached within 24 hours) at all times during the term of**  
368 **this Agreement.**  
369

370 **SELLER:**

371  
372 Date \_\_\_\_\_ Telephone \_\_\_\_\_ E-Mail \_\_\_\_\_  
373 Seller's Signature \_\_\_\_\_ Seller's Signature \_\_\_\_\_  
374 Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
375 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
376

377 **BROKER:**

378  
379 Company \_\_\_\_\_  
380 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
381 Telephone \_\_\_\_\_ FAX \_\_\_\_\_ E-Mail \_\_\_\_\_  
382 Designated Licensee Signature \_\_\_\_\_ License No. \_\_\_\_\_  
383 Printed Name: \_\_\_\_\_ Licensee's Telephone: \_\_\_\_\_  
384 Broker's Signature \_\_\_\_\_ Date: \_\_\_\_\_  
385 Printed Name: \_\_\_\_\_ License No. \_\_\_\_\_  
386

387 **AN EXCLUSIVE BROKERAGE AGREEMENT MUST BE SIGNED BY THE BROKER TO BE VALID**  
388

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

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