



EXCLUSIVE RIGHT TO SELL CONTRACT



1 All the undersigned SELLER(s), _____,
2 and _____,
3 hereby irrevocably GRANT(s) _____
4 the Broker, the EXCLUSIVE AUTHORIZATION and RIGHT TO SELL the real Property situated in or near the City of
5 _____ County of _____, State of Nevada,
6 described as _____
7 APN _____, for a period commencing, _____ (listing date) and
8 expiring midnight of _____.

10 If checked, the following addendum is attached and becomes part of this Agreement:
11 [] Acknowledgement and Authorization to Withhold Listing Form (office exclusive listing). SELLER understands that once
12 the property is publicly marketed, the listing is required to be entered into the MLS within 1 business day.

14 This property is [] Residential OR [] Vacant Land OR [] Multifamily (4 Units or Less)

16 TERMS OF SALE SELLER hereby employs Broker as exclusive Licensee to sell the described real Property, fixtures and
17 personal property. SELLER hereby grants Broker the exclusive right to sell the same for the price of
18 \$ _____, on the following terms:

21 or at such price and terms as shall be acceptable to SELLER. Broker is herein authorized to accept a deposit for any part of the
22 purchase price and hold it in trust or place it in an escrow established for the sale of the subject Property.
23 Broker accepts such employment and agrees to use diligence in procuring a BUYER for the Property.

25 COMPENSATION TO BROKER NOTICE: The amount or rate of real estate commission is not fixed by law. The
26 commission is set by each Broker individually and may be negotiable between the SELLER and Broker.

27 SELLER agrees to pay Broker as compensation for services rendered a fee of \$ _____ or _____ percent of the
28 selling price under the following:

- 29 1. [_____/_____/_____/_____] SELLER(s) acknowledge(s) that from total commission, Listing Broker will offer
30 \$ _____ or _____ percent of selling price as compensation to Selling Broker. or
31 2. The Property is sold, exchanged, or otherwise transferred during the term hereof, by SELLER, or through any other
32 source, or
33 3. The Property is transferred, conveyed, leased without the consent of Broker, or made unmarketable by SELLER's
34 voluntary act during the term hereof or any extension thereof, or
35 4. A sale, exchange, or other transfer of the Property is made by SELLER within _____ days after the termination of this
36 agreement or any extension thereof, to persons with whom Broker shall have negotiated during the term hereof provided
37 that Broker shall have submitted a notice in writing to SELLER within _____ days of termination of this agreement or
38 any extension thereof. The notice shall contain the name of the prospective BUYER(s), date(s) of negotiation and a brief
39 summary of the negotiations. However, this provision shall not apply if, during the term of said protection period, a valid
40 Exclusive Authorization and Right to Sell agreement is entered into with another licensed real estate Broker.

Property Address _____.



1 **BROKER COOPERATION** SELLER(s) understand(s) that Broker is a member of the Multiple Listing Service (MLS) and
2 a member of the local Association of REALTORS®, and that this listing will be filed with said service within two (2) business
3 days, of listing or signature date whichever is later. SELLER agrees that all members of the Multiple Listing Service (MLS),
4 and other Brokers, may act in association with Broker in procuring or attempting to procure a BUYER for the Property. In the
5 event a sale or exchange shall be made or a BUYER procured by a member of the Multiple Listing Service (MLS) or another
6 Broker other than Listing Broker, the terms of this agreement shall apply to such transaction, although payment for fee or
7 compensation made hereunder shall be made by SELLER only to Listing Broker. Broker is authorized to cooperate with other
8 Brokers in the marketing and sale or exchange of the Property. It is agreed that such Brokers may act as cooperating Brokers
9 in procuring or attempting to procure a BUYER in accordance with this agreement. In the event of an exchange, Broker is
10 hereby authorized to represent all parties and collect compensation from them, provided there is full disclosure to all
11 principals.

12

13 **SELLER'S OBLIGATIONS AND WARRANTIES**

- 14 1. SELLER agrees to make available to Broker and prospective Buyers all data, records and documents pertaining to the
15 Property.
- 16 2. [____/____/____/____] If the Property is located in a common-interest community, SELLER agrees to
17 provide, at SELLERS expense, the common-interest community documents (Resale Package) as required by Nevada
18 Revised Statutes (NRS). SELLER to order resale package within five (5) days of acceptance of the purchase agreement.
- 19 3. SELLER agrees to allow Broker, or any other Broker with whom Broker chooses to cooperate, to show the Property at
20 reasonable times and upon reasonable notice.
- 21 4. SELLER agrees to secure all valuables, including but not limited to, pharmaceuticals, weapons, jewelry, and any other
22 items of concern.
- 23 5. SELLER agrees to commit no act which might tend to obstruct the Broker's performance hereunder.
- 24 6. In the event of a sale, SELLER will promptly, upon Broker's request, deposit in escrow all instruments necessary to
25 complete the sale.
- 26 7. SELLER agrees to deliver an escrow instruction, irrevocably assigning Broker's compensation in an amount equal to the
27 compensation provided above from SELLER's proceeds at close of sale.
- 28 8. Nevada law requires that property owners complete a SELLER'S REAL PROPERTY DISCLOSURE FORM for
29 residential properties of four units or less. Broker is authorized to furnish copies to potential BUYER(s).
- 30 9. SELLER agrees to hold the Broker harmless from any liabilities or damages arising out of incorrect or undisclosed
31 information with respect to the above described Seller's Real Property Disclosure Form. SELLER agrees to notify
32 Broker expeditiously of any changes affecting the marketing of the Property.
- 33 10. The undersigned SELLER warrants recorded ownership of the Property or the authority to execute this agreement.
- 34 11. SELLER is aware that listing price includes water rights (if applicable), unless SELLER excludes by deed.
- 35 12. A. [____/____/____/____] I/we am not a foreign person.
- 36 OR
- 37 B. [____/____/____/____] I/we am a foreign person. The Foreign Investment and Real Property Tax Act
38 requires a BUYER purchasing real property from a foreign person to withhold tax from the sale proceeds unless an
39 exemption applies. SELLER agrees to provide Broker and Escrow Company with (a) Non-Foreign Seller Affidavit, or
40 (b) Withholding Certificate Form from the Internal Revenue Service to consent to withholding of tax from the
41 proceeds of sale as required, unless it is established that the transaction is exempt.

42

43 **PROPERTY UNDER MANAGEMENT/LEASE**

44 Property is OR is not under a Property Management Agreement.

45 Property is OR is not Tenant Occupied. If occupied, term of Lease: _____

46 SELLER shall be responsible to notify tenant that the Property is for sale. SELLER shall contact the Property Manager to
47 make arrangements for termination or transfer of tenants' lease and disposition of security deposit. SELLER authorizes Listing
48 Licensee to contact _____ (Property Manager) with
49 _____ (Management Company)
50 at _____ (Contact Number). Property Manager has 30-days for reconciliation and
51 disbursement of security deposits and Property is subject to Tenant Rights and/or Property Management Agreement.

Property Address _____.

1 **SELLER'S INSTRUCTIONS AND AUTHORIZATIONS**

- 2 1. SELLER authorizes Broker to place a "FOR SALE" sign upon the Property.
- 3 2. SELLER authorizes Broker to install an LOCKBOX upon the Property.
- 4 3. Evidence of merchantable title shall be in form of policy of title insurance issued by a responsible title company.
- 5 4. SELLER authorizes Broker to obtain loan information from _____ Loan # _____
- 6 and from _____ Loan # _____.
- 7 5. SELLER authorizes Broker to assist in scheduling work to repair or maintain the Property pursuant to NRS 624.031(11).
- 8 SELLER acknowledges Broker will not receive any additional compensation for providing such assistance.
- 9 6. SELLER acknowledges any work scheduled by the Broker to repair or maintain the Property during the term of this
- 10 Agreement must not exceed \$10,000 or require a building permit.

11

12 [_____/_____/_____/_____] **SELLER(s):** Execution of this form confirms that the undersigned SELLER(s) has (have)

13 executed concurrently herewith a Listing Data Input Form and, unless certified in writing, grant(s) consent to inclusion of the

14 information thereon into the Multiple Listing Service. Further, SELLER(s) consent(s) to dissemination of the information

15 through the Multiple Listing Service. The SELLER(s) acknowledge(s) and agrees that all photographs, images, graphics, video

16 recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable data

17 and information relating to the Property provided by the SELLER(s) to the Broker (the "Seller Listing Content"), or otherwise

18 obtained or produced by the Broker in connection with this Agreement ("the Broker Listing Content"), and any changes to the

19 Seller Listing Content or the Broker Listing Content, may be filed with one or more multiple listing services, including in

20 compilations of listings, and otherwise distributed, publicly displayed and reproduced. SELLER hereby grants to Broker a

21 non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, and

22 reproduce Seller Listing Content, to prepare derivative works of the Seller Listing Content, and to distribute the Seller Listing

23 Content or any derivative works thereof. SELLER represents and warrants to Broker that the Seller Listing Content, and the

24 license granted to Broker for the Seller Listing Content, does not violate or infringe upon the rights, including copyright rights,

25 of any person or entity. SELLER acknowledges and agrees that as between SELLER and Broker, all Broker Listing Content is

26 owned exclusively by the Broker, and SELLER has no right, title or interest in or to any Broker Listing Content.

27 SELLER further understands and acknowledges that the Multiple Listing Service will disseminate the Property's listing

28 information to Internet sites as well as online providers and such sites are generally available to the public. Some of these

29 websites may display an Automated Valuation Model to estimate the market value of the Property or provide a link to the

30 estimate. In addition, some websites may include a Commentary/Review Section (or blog) where consumers may include

31 comments about the Property or provide a link to such comments.

32

33 [_____/_____/_____/_____] Seller wishes the Broker to submit the Property's listing information for

34 *Seller initial* dissemination to Internet sites with NO RESTRICTIONS.

35 **-OR-**

- 36 Seller has the right to opt-out of any of the following by initialing the appropriate space(s):
- 37 [_____/_____/_____/_____] I/We have elected NOT to display the listed Property on ANY Internet site.
 - 38 *Seller initial*
 - 39 [_____/_____/_____/_____] I/We have elected to WITHHOLD the address of the listing Property from display
 - 40 *Seller initial* on ANY Internet site
 - 42 [_____/_____/_____/_____] I/We DO NOT want an Automated Valuation displayed or linked to the listed
 - 43 *Seller initial* Property (consumers may be notified that this feature was disabled at the request of
 - 44 the seller.)
 - 45 [_____/_____/_____/_____] I/We DO NOT want a Commentary/Review Section displayed or linked to the listed
 - 46 *Seller initial* Property. (consumers may be notified that this feature was disabled at the request of
 - 47 the seller.)

48 SELLER understands and acknowledges that if opting out of display on any Internet site, consumers who conduct searches for

49 listings on the Internet will not see information about this Property in response to their search.

50 Any future Status Change Reports which update, correct, extend or in any way change the information provided by the

51 SELLER's (on the above-mentioned Listing Data Input Form, and are executed by the Seller's), constitute amendments not

52 only to that Listing Data Input Form but to the terms of this Contract as well. Thus, such properly executed Status Change

53 Reports may include, but are not limited to, amendments to the SELLER's selling price of the subject real Property and

54 extensions of the duration of this Contract. Each such Status Change Report shall be attached to this Contract and its terms

55 incorporated herein.

Property Address _____.

1 **PRESENTATION OF OFFERS** SELLER understands that Broker is obligated to present all offers until the close of
2 escrow. SELLER is advised to seek legal counsel prior to acceptance of a subsequent offer, unless the subsequent offer is
3 contingent upon the termination of an existing contract.

4
5 **SECURITY DEVICES** If property is equipped with security cameras or similar devices that are capable of audio
6 recordings or broadcasts, SELLER must notify any prospective buyer, broker, or other party touring the property. If SELLER
7 has any questions about the requirements of NRS 200.650, SELLER is advised to seek legal counsel.

8
9 **EQUAL HOUSING OPPORTUNITY** This Property is offered in compliance with federal, state and local
10 antidiscrimination laws.

11
12 **MUTUAL AGREEMENTS** If suit is brought to collect the compensation or if Broker successfully defends any action
13 brought against Broker by SELLER relating to this authorization or under any sales agreement relating to the Property,
14 SELLER agrees to pay all costs incurred by Broker in connection with such action, including a reasonable attorney's fee.

15
16 **PROFESSIONAL CONSULTATION ADVISORY** A real estate Broker is qualified to advise on real estate. The
17 SELLERS are advised to consult with appropriate professionals, including but not limited to, engineers, surveyors, appraisers,
18 lawyers, CPAs, or other professionals, on specific topics, including but not limited to, legal, tax, water rights and other
19 consequences of the sale of the Property.

20
21 **CODE OF ETHICS** Not all real estate licensees are REALTOR(S)[®]. A REALTOR[®] is a member of the National
22 Association of REALTORS[®] and therefore subscribes to a higher ethical standard in the industry, the REALTOR[®] Code of
23 Ethics. To receive a copy of the REALTOR[®] Code of Ethics, ask your real estate professional or the local Association of
24 REALTORS[®].

25
26 **ADDITIONAL LISTING TERMS**

27
28
29 If this property is a Short Sale or becomes a Short Sale, SELLER, is advised to consult appropriate professionals.

30
31 SELLER _____ Dated _____
32
33 SELLER _____ Dated _____
34
35 SELLER _____ Dated _____
36
37 SELLER _____ Dated _____
38
39 Address _____ Phone _____ Fax _____
40
42 City/State/Zip _____ Email _____
43
44 Listing Office _____ Phone _____ Fax _____
45
46 Address _____ Email _____
47
48 City/State/Zip _____
49
50 Licensee Name _____ Licensee Nevada License # _____
51
52 Licensee Signature _____ Dated _____