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

1. EXCLUSIVE RIGHT TO SELL: I/We, ____________________________ (“Seller”) hereby employs and grants ______________________ (“Broker”) the exclusive and irrevocable right, commencing on _________________ , and expiring 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 $ ______________________ , 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.)

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:
      __________________________________________________
      __________________________________________________
      __________________________________________________

4. TITLE INSURANCE: Seller agrees to provide Buyer with a policy of title insurance in the amount of the selling price.

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

   IF A SALE: ________% of the gross selling price of the Property
   □ AND / □ OR $ ____________ (flat fee amount), Seller acknowledges that Broker will offer % or $ ____________ to the cooperating broker who is the procuring cause of the sale. Seller acknowledges that offers of cooperative compensation are between brokers and are not negotiable between the Seller and Buyer.

   IF A LEASE: ________% of the total rental agreed to be paid by lessee
   □ AND / □ OR $ ____________ (flat fee amount), If leased, Broker agrees to pay % or $ ____________ to the cooperating broker who is the procuring cause of the lease. Seller acknowledges that offers of cooperative compensation are between brokers and are not negotiable between the Seller and Buyer.

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

SELLER(S) INITIALS: __________ / __________
Compensation shall be due:

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

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

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

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

6. DEPOSIT: Broker is authorized to accept on Seller’s behalf a deposit to be applied toward purchase price or
lease.

2. AGENCY RELATIONSHIP:

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

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

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

8. REQUIRED DISCLOSURES:

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

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

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

d. Seller acknowledges receipt of the Residential Disclosure Guide: Seller Initials [_____] [_____]
9. SELLER’S INDEMNIFICATION: Seller agrees to save, defend, and hold Broker harmless from all claims, disputes, litigation, and/or judgments arising from any incorrect information supplied by Seller or from any material facts which Seller fails to disclose.

10. FAIR HOUSING: Broker shall offer the Property for sale or lease without regard to race, color, sex, creed, religion, national origin, handicap, or familial status in compliance with federal, state, and local anti-discrimination laws.

11. COMMON INTEREST COMMUNITY: The Property is –OR– is not located within a Common Interest Community (CIC). If yes, please complete the following:
   - 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) 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.accessclarkcounty.com/treasurer.) If yes, please complete the following:
   - Balance remaining: _________________
   - Payment amount: ___________________

13. SIGN: Seller authorizes Broker to install a FOR SALE/LEASE sign on the Property.

14. KEYBOX: Seller ____ does -OR- ____ does not authorize Broker to install a keybox in connection with the showing of the Property. 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 GLVAR’s MLS, including certified/licensed appraisers;
   b. Seller should safeguard Personal Property and valuables located within the Property;
   c. It is not a requirement of the GLVAR’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 Property Manager;
   e. Neither the listing nor selling Broker nor the GLVAR is an insurer against the loss of Personal Property. Seller hereby releases Broker and the GLVAR from any responsibility relating to the keybox.

15. RENT/LEASE: The Property ____ is –OR– ____ is not currently occupied by a Tenant. The Property is subject to a management agreement with: (name of Property Manager and phone number): _____________________________. If the Property is a single family unit, Seller agrees to not rent or lease the Property during the term of this Agreement without fourteen (14) days prior written notice to Broker.

16. TAX WITHHOLDING: Seller agrees to perform any act reasonably necessary to carry out the provisions of the Foreign Investment in Real Property Tax Act (FIRPTA) (Internal Revenue Code Section 1445).

17. MEDIATION/ARBITRATION: The Broker and Seller hereby agree that any dispute concerning the terms and conditions of this contract shall be resolved through mediation and/or arbitration proceedings at the GLVAR.

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

SELLER(S) INITIALS: ________/________
in accordance with the standards of practice of the National Association of REALTORS® and GLVAR’s rules of procedure. If a lawsuit is filed by either party, that lawsuit shall be stayed until the dispute is resolved or terminated in accordance with this paragraph.

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

19. ADVERTISING: Seller acknowledges that, unless Seller signs a photo exclusion, a photo of the Property may be taken for publication in the MLS computer system. Subject to Section 20, Seller agrees that the Property may be advertised in all formats of media including but not limited to electronic and print advertising.

20. SELLER OPT OUTS: Seller further understands and acknowledges that MLS will disseminate the Property’s listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet sites, as well as online providers such as realtor.com and lasvegasrealtor.com, and that such sites are generally available to the public. Some, but not all, of these websites may include a commentary section where consumers may include reviews and comments about the Property in immediate conjunction with the listing (blogging), or provide a link to the comments. In addition, some, but not all, of these websites may display an automated estimate of the market value of the Property in immediate conjunction with the listing, or provide a link to the estimate. Seller may opt-out of any of the following by initialing the appropriate space(s) below:

- a. I/we have advised the Broker that I/we DO NOT want the listed Property to be displayed on the Internet (the listing will not appear on any Internet site). In selecting this option, Seller understands that consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.
- b. I/we have advised the Broker that I/we DO NOT want the address of the listed Property to be displayed on the Internet (listing information will be disseminated via Internet, but the Property address will not appear in conjunction with the listing).
- c. I/we have advised the Broker that I/we DO NOT want a commentary section displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the seller).
- d. I/we have advised the Broker that I/we DO NOT want an automated estimate of value displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the seller).

—OR—

Seller does NOT opt out of any of the above.

21. USE OF LISTING CONTENT: Seller acknowledges and agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property provided by to Broker or Broker’s agent (the “Seller Listing Content”) and any changes thereto, may be filed with MLS, included in compilations of listings, and otherwise published and disseminated to participants and subscribers in accordance with the rules and regulations of GLVAR, unless Seller signs Instructions to Exclude. Broker is authorized to cooperate with other real estate Brokers, and to report the sale, its price, terms and financing for the publication, dissemination information and use by authorized Association members, MLS Participants and Subscribers.

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

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

SELLER(S) INITIALS: ________/________

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

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

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

25. ATTORNEY’S FEES: In the event suit is brought by either party to enforce this Agreement, the prevailing party is entitled to court costs and reasonable attorney’s fees.

26. 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, agrees to the terms thereof, and has received a copy.

27. FORECLOSURE: Seller understands that failure to make loan payments may result in foreclosure of the Property by a mortgage holder and/or lien holder. Seller represents that 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 lasts a minimum of three (3) months and twenty (20) days. Seller understands that if the Property is not sold to a buyer before a foreclosure sale (Trustee’s Sale) of the Property, Seller will lose all rights and interest in the Property. Seller understands that Broker cannot stop a foreclosure. Seller Initials [______] [______]

28. 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.

29. ADDITIONAL TERMS: ____________________________________________________________

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

SELLER(S) INITIALS: ________/________
THE PRE-PRINTED PORTION OF THIS AGREEMENT HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF 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 fax number(s) and/or 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 _________________, Telephone ______________ FAX ______________ E-Mail ______________

Seller’s Signature ____________________________ Seller’s Signature ________________________________

Printer Name: _______________________________ Printed Name: __________________________________

Address ___________________________________ City __________________ State ______ Zip __________

BROKER:

Company__________________________________________________________________________________

Address ___________________________________ City __________________ State ______ Zip __________

Designated Licensee Signature ____________________________ License No. ______________

Printed Name: ____________________________ Licensee’s Telephone: ____________________

Broker’s Signature ____________________________ Date: ____________________________

Printed Name: ____________________________ License No. ______________

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: ________/________