

**PROPOSED REGULATION OF THE ADMINISTRATOR
OF THE MANUFACTURED HOUSING DIVISION OF
THE DEPARTMENT OF BUSINESS AND INDUSTRY**

LCB File No. R205-01

April 2, 2002

EXPLANATION – Matter in *italics* is new; matter in brackets ~~omitted material~~ is material to be omitted.

AUTHORITY: §1, NRS 489.7152.

Section 1. Chapter 489 of NAC is hereby amended by adding thereto a new section to read as follows:

1. The following form of listing agreement for the sale of a used manufactured home, mobile home or commercial coach must be used in the sale of any used manufactured home, mobile home or commercial coach. A formatted copy of this form is available, free of charge, by contacting the division at 2501 East Sahara Avenue, Suite 204, Las Vegas, Nevada 89104, telephone number (702) 486-4135.

LISTING AGREEMENT

1. THE PROPERTY: For purposes of this agreement, the property is to be considered personal property in _____ County, Nevada, including all fixtures and improvements thereon described as follows:

<i>YEAR</i>	<i>MANUFACTURER</i>	<i>SERIAL #</i>	<i>TITLED SIZE</i>	<i>LISTING DATE</i>
<i>NAME(S) OF OWNER ON TITLE</i>				<i>PHONE #</i>

<i>PARK</i>		<i>SPACE #</i>		<i>COST OF RENT FOR SPACE</i>			<i>PARK CONTACT</i>	
<i>CHILDREN ALLOWED</i>			<i>PETS ALLOWED</i>		<i>PARK RESTRICTIONS & REQUIREMENTS</i>			
<i>YES</i>		<i>NO</i>	<i>YES</i>	<i>NO</i>				
<i>ADDRESS</i>					<i>CITY</i>		<i>STATE</i>	<i>ZIP</i>
<i>LIEN HOLDER</i>				<i>PHONE #</i>		<i>ACCOUNT #</i>		<i>LIEN BALANCE</i>
<i>LIEN HOLDER'S ADDRESS</i>					<i>CITY</i>		<i>STATE</i>	<i>ZIP</i>
<i>ORIGINAL TITLE LOCATION</i>					<i>DATE OF TITLE SEARCH</i>			
<p><i>Except as otherwise provided below and in paragraph 19, the property includes: All existing fixtures; heating and cooling equipment; built-in appliances; attached lighting fixtures and ceiling fans; towel, curtain and drapery rods; draperies and other window coverings; attached carpeting; fireplace equipment; television antennas; attached plant watering systems; fire suppression systems; misting systems; water treatment systems; smoke detectors; fire warning systems; security systems; window, door and sun screens; storm windows and doors; storage sheds and fencing.</i></p> <p><i>THE FOLLOWING CIRCLED ITEMS SPECIFICALLY INCLUDED ARE IN GOOD WORKING ORDER:</i></p>								
<i>WATER HEATER</i>		<i>FURNACE</i>		<i>COOLING</i>		<i>AWNING(S)/CARPORT(S)</i>		
<i>GAS</i>	<i>ELECTRIC</i>	<i>GAS</i>	<i>ELECTRIC</i>	<i>A/C</i>	<i>EVAPORATIVE COOLER</i>	<i>YES</i>	<i>NO</i>	<i>#_____</i>
<i>PORCH(ES)/DECK(S)</i>			<i>SHED(S)</i>		<i>STORM PROTECTION</i>		<i>WASHER</i>	<i>DRYER</i>
<i>YES</i>	<i>NO</i>	<i>#_____</i>	<i>YES</i>	<i>NO</i>	<i>#_____</i>	<i>YES</i>	<i>NO</i>	<i>YES NO</i>
<i>STOVE</i>	<i>REFRIGERATOR</i>	<i>FREEZER</i>	<i>DISPOSAL</i>	<i>LANDSCAPE WATERING</i>	<i>SKIRTING</i>			

YES	NO	YES	NO	YES	NO	YES	NO	YES	NO
<i>FURNITURE INCLUDED AS LISTED BELOW AND/OR ON ADDENDUM LIST ATTACHED:</i>									
<i>OTHER:</i>									

2. EXCLUSIVE RIGHT TO SELL: *In consideration of the acceptance by the undersigned licensed Nevada Mobile Home Dealer (Dealer) of the terms of this Listing Agreement and Dealer's promise to attempt to effect a sale of the property described above, I, or we, as Owner(s) and Seller(s), employ and grant Dealer the exclusive right commencing on _____, 20____, and ending at 11:50 p.m. on _____, 20____, to sell or exchange the property described above.*

Dealer's Initials _____ Date _____ Seller's Initials _____ Date _____

3. PRICE: *The listing price will be _____. The selling price will be the price offered by Purchaser and accepted by Owner, to be paid as described herein, in terms as accepted by Owner. Owner requires Dealer to present all offers.*

4. ACCESS AND LOCKBOX: *Unless otherwise stated in this agreement, Owner authorizes Dealer to install and use on the property a lockbox containing a key to the property. Owner acknowledges that a lockbox and any other key left with or available to Dealer will permit access to the property by Dealer or any other Dealer, with or without potential*

Purchasers, even when Owner or Occupant are absent. If someone other than Owner occupies the property, Owner will provide to Dealer the name and phone number of any Occupant. Owner acknowledges that neither Dealer's agent nor subagent is insuring Owner or Occupant against theft or vandalism resulting from such access. Owner authorizes Dealer to place appropriate signs on the property and to advertise from time to time at Dealer's discretion.

Lock Box #_____.

*5. **COMMISSIONS:** If Dealer produces a ready, willing and able Purchaser in accordance with this agreement or if a sale or exchange of the property is made by Owner or through any other agent during the term of this agreement, Owner agrees to pay Dealer a commission of _____. Owner agrees to pay Dealer a brokerage fee for the costs of verified services rendered, not to exceed \$1,500, if Owner cancels this agreement before the expiration period for any reason not included as a part of this agreement.*

*6. **EXPIRATION:** Owner will pay the same commission to Dealer if a sale is made, within 90 days after the expiration of this agreement, to any person to whom the property has been shown during the term of this agreement.*

*7. **EARNEST DEPOSIT:** Owner authorizes Dealer to accept earnest deposits on behalf of Owner and to issue receipts for such earnest deposits. If any earnest deposit is forfeited, it will be divided equally between Dealer and Owner.*

*8. **AGENCY RELATIONSHIPS:** Owner understands that Dealer or his licensed representative will act as Owner's agent with respect to this agreement. Owner understands that Dealer may also represent a Purchaser who wishes to purchase the property of Owner. In that event, Dealer would be serving as the agent for both Owner and potential Purchaser. Owner*

acknowledges that he does not want to limit the range of possible Purchasers, and therefore, Owner agrees to work with Dealer to resolve any potential agency conflicts that may arise.

9. ATTORNEY'S FEES: *In any action or proceeding to enforce any provision of this agreement or for the damages sustained by reason of its breach, the prevailing party will be entitled to receive reasonable attorney's fees and any other related expenses as awarded by the court. Additionally, if Dealer is successful in collecting any commission without commencing any action or proceeding, Owner agrees to pay such Dealer's reasonable attorney's fees and costs.*

10. WARRANTIES BY OWNER ON THE SALE OF THE PROPERTY: *Except as otherwise provided in this agreement, Owner warrants that, at the time of possession by Purchaser or the close of the sale: The roof will have no known leaks; all heating, cooling, mechanical, plumbing, drainage, watering and electrical systems and built-in appliances will be in working condition; and the property will otherwise be in substantially the same condition as on the effective date of this agreement. Owner agrees to maintain and repair the property, as necessary, to fulfill the warranties described in this paragraph. Before the closing, Owner will grant Purchaser or Purchaser's representatives reasonable access to enter and inspect the property to satisfy Purchaser that the property is as warranted by Owner.*

11. INFORMATION: *Owner understands that Dealer will be passing on information contained in this agreement regarding the property to potential Purchasers. Owner warrants that all information given to Dealer is true.*

12. NEVADA LAW: *Nevada law governs this agreement.*

13. INDEPENDENT ELEMENTS: *Seller and Dealer agree that each portion of this agreement is independent of any other portion and that if any portion of this agreement is found to violate the law or to be unenforceable, the remainder of this agreement is valid.*

Dealer's Initials _____ *Date* _____ *Seller's Initials* _____ *Date* _____

14. TITLE: *Upon acceptance of a purchase contract, Owner agrees to furnish to Dealer a marketable Nevada Certificate of Title that is free and clear of liens and encumbrances upon closing.*

15. POSSESSION: *Possession of the property is to be given to Purchaser on (date)_____. A walk-through of the property by Purchaser before possession is required by state law. If Owner occupies the property after closing, a maximum amount of \$2,000 will be held in Dealer's trust account until Owner vacates and a walk-through is completed with Purchaser. If the property is in substantially the same condition at the time Owner vacates and a walk-through is completed with Purchaser as it was on the day of closing, the money held in Dealer's trust account will be paid to Owner. If the property is not in substantially the same condition as on the day of closing at the time Owner vacates and a walk-through is completed with Purchaser, the money held in Dealer's trust account will be used to make the repairs necessary to restore the property to substantially the same condition as on the day of closing. Any money remaining in Dealer's trust account will be paid to Owner.*

Seller's Initials _____

16. TIME: *Time is of the essence in the performance of obligations contained in this agreement.*

17. PAYMENT OF PROCEEDS: *The proceeds from the sale of property due Owner must be delivered, in person or by mail, to Owner within ten (10) days after compliance with NRS 489.723 (a copy of this statute is available from Dealer).*

18. COMMISSIONS PAYABLE FOR THE SALE OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION IN ANY MANNER OTHER THAN BY NEGOTIATION BETWEEN DEALER AND OWNER. BY SIGNING BELOW, OWNER ACKNOWLEDGES HE HAS READ, UNDERSTANDS AND ACCEPTS ALL TERMS AND PROVISIONS CONTAINED HEREIN AND THAT HE HAS RECEIVED A SIGNED COPY OF THIS LISTING AGREEMENT.

19. EACH ADDITIONAL AGREEMENT OR CHANGE in this section must be initialed by both Seller and Dealer.

<i>Seller</i>	<i>Date</i>	<i>Seller</i>	<i>Date</i>
<i>Seller's Mailing Address</i> _____			

<i>Licensed Dealer or Representative</i>	<i>Date</i>	<i>License #</i>	<i>Seller's SSN</i>
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2. A licensee who fails to comply with this section is subject to disciplinary action by the division pursuant to NRS 489.381.