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**NRS 104.9614 Contents and form of notification before disposition of collateral: Consumer-goods transaction.** In a consumer-goods transaction, the following rules apply:

1. A notification of disposition must provide the following information:

- (a) The information specified in subsection 1 of NRS 104.9613;
- (b) A description of any liability for a deficiency of the person to which the notification is sent;
- (c) A telephone number from which the amount that must be paid to the secured party to redeem the collateral under NRS 104.9623 is available, and
- (d) A telephone number or mailing address from which additional information concerning the disposition and the obligation secured is available;

2. A particular phrasing of the notification is not required.

3. The following form of notification, when completed, provides sufficient information:

[Name and address of secured party]

[Date]

**NOTICE OF OUR PLAN TO SELL PROPERTY**

[Name and address of any obligor who is also a debtor]

Subject: [Identification of Transaction]

We have your [describe collateral], because you broke promises in our agreement.

*[For a public disposition:]*

We will sell [describe collateral] at public sale. A sale could include a lease or license. The sale will be held as follows:

Date: .....  
Time: .....  
Place: .....

You may attend the sale and bring bidders if you want.

*[For a private disposition:]*

We will sell [describe collateral] at private sale sometime after [date]. A sale could include a lease or license.

The money that we get from the sale (after paying our costs) will reduce the amount you owe. If we get less money than you owe, you [will or will not, as applicable] still owe us the difference. If we get more money than you owe, you will get the extra money, unless we must pay it to someone else.

You can get the property back at any time before we sell it by paying us the full amount you owe (not just the past due payments), including our expenses. To learn the exact amount you must pay, call us at [telephone number].

If you want us to explain to you in writing how we have figured the amount that you owe us, you may call us at [telephone number] [or write us at [secured party's address]] and request a written explanation. [We will charge you \$..... for the explanation if we sent you another written explanation of the amount you owe us within the last 6 months.]

If you need more information about the sale call us at [telephone number] [or write us at [secured party's address]].

We are sending this notice to the following other people who have an interest in [describe collateral] or who owe money under your agreement:

[Names of all other debtors and obligors, if any]

4. A notification in the form of subsection 3 is sufficient, even if additional information appears at the end of the form.

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ASSEMBLY JUDICIARY

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SUBMITTED BY: Alan Rabkin

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5. A notification in the form of subsection 3 is sufficient, even if it includes errors in information not required by subsection 1, unless the error is misleading with respect to rights arising under this article.

6. If a notification under this section is not in the form of subsection 3, law other than this article determines the effect of including information not required by subsection 1.

(Added to NRS by 1999, 352)

**NRS 482.516 Sale of repossessed vehicle: Contents and effect of required notice of sale; payment of indebtedness; liability for deficiency.**

1. Any provision in any security agreement for the sale of a vehicle to the contrary notwithstanding, at least 10 days' written notice of intent to sell a repossessed vehicle must be given to all persons liable on the security agreement. The notice must be given in person or sent by mail directed to the address of the persons shown on the security agreement, unless such persons have notified the holder in writing of a different address.

**2. The notice:**

(a) Must set forth that there is a right to redeem the vehicle and the total amount required as of the date of the notice to redeem;

(b) May inform such persons of their privilege of reinstatement of the security agreement, if the holder extends such a privilege;

(c) Must give notice of the holder's intent to resell the vehicle at the expiration of 10 days from the date of giving or mailing the notice;

(d) Must disclose the place at which the vehicle will be returned to the buyer upon redemption or reinstatement; and

(e) Must designate the name and address of the person to whom payment must be made.

3. During the period provided under the notice, the person or persons liable on the security agreement may pay in full the indebtedness evidenced by the security agreement. Such persons are liable for any deficiency after sale of the repossessed vehicle only if the notice prescribed by this section is given within 60 days after repossession and includes an itemization of the balance and of any costs or fees for delinquency, collection or repossession. In addition, the notice must either set forth the computation or estimate of the amount of any credit for unearned finance charges or canceled insurance as of the date of the notice or state that such a credit may be available against the amount due.

(Added to NRS by 1967, 1281; A 1987, 2073)

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