SELLER'S REAL PROPERTY DISCLOSURE FORM

In accordance with Nevada Law, a seller of residential real property in Nevada must disclose any and all known conditions and aspects of the property which materially affect the value or use of residential property in an adverse manner ***(see NRS 113.130 and 113.140)***.

Date: _____ Do you currently occupy or have you ever occupied this property? ☐ YES ☐ NO

Property Address: _____

A seller's agent shall not complete a disclosure form regarding the residential property on behalf of the seller. ***(NRS 113.130(2))***

A seller that requires an ADA compliant version of this document can contact Nevada ADA Assistance for their request: NV ADA Assistance

A purchaser may not waive the requirement to provide this form and a seller may not require a purchaser to waive this form. ***(NRS 113.130(3))***

Type of Seller: ☐ Bank (financial institution); ☐ Asset Management Company; ☐ Owner-occupier; ☐ Other: _____

Purpose of Statement: (1) This statement is a disclosure of the condition of the property in compliance with the Seller Real Property Disclosure Act, effective January 1, 1996. (2) This statement is a disclosure of the condition and information concerning the property known by the Seller which materially affects the value of the property. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction and is not a substitute for any inspections or warranties the Buyer may wish to obtain. Systems and appliances addressed on this form by the seller are not part of the contractual agreement as to the inclusion of any system or appliance as part of the binding agreement.

Instructions to the Seller: (1) ANSWER ALL QUESTIONS. (2) REPORT KNOWN CONDITIONS AFFECTING THE PROPERTY. (3) ATTACH ADDITIONAL PAGES WITH YOUR SIGNATURE IF ADDITIONAL SPACE IS REQUIRED. (4) COMPLETE THIS FORM YOURSELF. (5) IF SOME ITEMS DO NOT APPLY TO YOUR PROPERTY, CHECK N/A (NOT APPLICABLE). EFFECTIVE JANUARY 1, 1996, FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE THE PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT AND SEEK OTHER REMEDIES AS PROVIDED BY THE LAW *(see NRS 113.150)*.

Systems / Appliances: Are you aware of any problems and/or defects with any of the following:

	YES	NO	N/A		YES	NO	N/A
Electrical System	☐	☐	☐	Shower(s)	☐	☐	☐
Plumbing	☐	☐	☐	Sink(s)	☐	☐	☐
Sewer System & line	☐	☐	☐	Sauna/hot tub(s)	☐	☐	☐
Septic tank & leach field	☐	☐	☐	Built-in microwave	☐	☐	☐
Well & pump	☐	☐	☐	Range/oven/hood-fan	☐	☐	☐
Yard sprinkler system(s)	☐	☐	☐	Dishwasher	☐	☐	☐
Fountain(s)	☐	☐	☐	Garbage disposal	☐	☐	☐
Heating system	☐	☐	☐	Trash compactor	☐	☐	☐
Cooling system	☐	☐	☐	Central Vacuum	☐	☐	☐
Solar heating system	☐	☐	☐	Alarm system	☐	☐	☐
Fireplace & chimney	☐	☐	☐	Owned … ☐ Leased … ☐			
Wood burning system	☐	☐	☐	Smoke Detector	☐	☐	☐
Garage door opener	☐	☐	☐	Intercom	☐	☐	☐
Water treatment system(s)	☐	☐	☐	Data Communication line(s)	☐	☐	☐
Owned … ☐ Leased … ☐				Satellite dish(es)	☐	☐	☐
Water heater	☐	☐	☐	Owned … ☐ Leased … ☐			
Toilet(s)	☐	☐	☐	Other: _____	☐	☐	☐
Bathtub(s)	☐	☐	☐				

EXPLANATIONS: Any "Yes" must be fully explained on page 3 of this form.

_____ _____ *Seller(s) Initials*

_____ _____ *Buyer(s) Initials*

Property Conditions, improvements, and additional information:

	YES	NO	N/A
Are you aware of any of the following?:			
1. Structure:			
(a) Previous or current moisture conditions and/or water damage?	☐	☐	
(b) Any structural defect?	☐	☐	
(c) Any construction, modification, alterations, or repairs made without required state, city or county building permits?	☐	☐	
(d) Whether the property is or has been the subject of a claim governed by NRS 40.600 to 40.695 (construction defect claims)?	☐	☐	
(If seller answers yes, FURTHER DISCLOSURE IS REQUIRED)			
2. Land / Foundation:			
(a) Any of the improvements being located on unstable or expansive soil?	☐	☐	
(b) Any foundation sliding, settling, movement, upheaval, or earth stability problems that have occurred on the property?	☐	☐	
(c) Any drainage, flooding, water seepage, or high-water table?	☐	☐	
(d) The property being located in a designated flood plain?	☐	☐	
(e) Whether the property is located next to or near any known future development?	☐	☐	
(f) Any encroachments, easements, zoning violations or nonconforming uses?	☐	☐	
(g) Is the property adjacent to "open range" land?	☐	☐	
(If seller answers yes, FURTHER DISCLOSURE IS REQUIRED under NRS 113.065)			
3. Roof: Any problem with the roof?	☐	☐	
4. Pool / Spa: Any problems with structure, wall, liner, or equipment	☐	☐	☐
5. Infestation: Any history of infestation (termites, carpenter ants, etc.)?	☐	☐	
6. Environmental:			
(a) Any substances, materials, or products which may be an environmental hazard such as but not limited to, asbestos, radon gas, urea formaldehyde, fuel or chemical storage tanks, contaminated water or soil on the property?	☐	☐	
(b) Has property been the site of a crime involving the previous manufacture of Methamphetamine where the substances have not been removed from or remediated on the Property by a certified entity or has not been deemed safe for habitation by the Board of Heath?	☐	☐	
7. Fungi / Mold: Any previous or current fungus or mold?	☐	☐	
8. Any features of the property shared in common with adjoining landowners such as walls, fences, road, driveways or other features whose use or responsibility for maintenance may have an effect on the property?	☐	☐	
9. Common Interest Communities: Any "common areas" (facilities like pools, tennis courts, walkways or other areas co-owned with others) or a homeowner association which has any authority over the property?	☐	☐	
(a) Common Interest Community Declaration and Bylaws available?	☐	☐	
(b) Any periodic or recurring association fees?	☐	☐	
(c) Any unpaid assessments, fines or liens, and any warnings or notices that may give rise to an assessment, fine or lien?	☐	☐	
(d) Any litigation, arbitration, or mediation related to property or common area?	☐	☐	
(e) Any assessments associated with the property (excluding property taxes)?	☐	☐	
(f) Any construction, modification, alterations, or repairs made without required approval from the appropriate Common Interest Community board or committee?	☐	☐	
10. Any problems with water quality or water supply?	☐	☐	
11. <u>Any other conditions</u> or aspects of the property which materially affect its value or use in an adverse manner?	☐	☐	
12. Lead-Based Paint: Was the property constructed on or before 12/31/77?	☐	☐	
(If yes, additional Federal EPA notification and disclosure documents are required)			
13. Water source: Municipal ☐ Community Well ☐ Domestic Well ☐ Other ☐			
If Community Well: State Engineer Well Permit Number: _____			
Revocable ☐ Permanent ☐ Cancelled ☐			
14. Conservation Easements such as the SNWA's Water Smart Landscape Program: Is the property a participant?	☐	☐	
15. Solar Panels: Are any installed on the property?	☐	☐	
If yes, are the solar panels: Owned ☐ Leased ☐ or Financed ☐			
16. Wastewater Disposal: Municipal Sewer ☐ Septic System ☐ Other ☐			
17. This property is subject to a Private Transfer Fee Obligation?	☐	☐	

EXPLANATIONS: Any "Yes" must be fully explained on page 3 of this form.

_____ _____ *Seller(s) Initials*

_____ _____ *Buyer(s) Initials*

EXPLANATIONS: Any "Yes" to questions on page 1 and 2 must be fully explained here. Attach additional pages if needed.

_____ _____
Seller(s) Initials

_____ _____
Buyer(s) Initials

Buyers and sellers of residential property are advised to seek the advice of an attorney concerning their rights and obligations as set forth in Chapter 113 of the Nevada Revised Statutes regarding the seller's obligation to execute the Nevada Real Estate Division's approved "Seller's Real Property Disclosure Form". For your convenience, Chapter 113 of the Nevada Revised Statutes provides as follows:

CONDITION OF RESIDENTIAL PROPERTY OFFERED FOR SALE

NRS 113.100 Definitions. As used in NRS 113.100 to 113.150, inclusive, unless the context otherwise requires:

1. "Defect" means a condition that materially affects the value or use of residential property in an adverse manner.
2. "Disclosure form" means a form that complies with the regulations adopted pursuant to NRS 113.120.
3. "Dwelling unit" means any building, structure, or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one person who maintains a household or by two or more persons who maintain a common household.
4. "Residential property" means any land in this state to which is affixed not less than one nor more than four dwelling units.
5. "Seller" means a person who sells or intends to sell any residential property.

(Added to NRS by 1995, 842; A 1999, 1446)

NRS 113.110 Conditions required for "conveyance of property" and to complete service of document. For the purposes of NRS 113.100 to 113.150, inclusive:

1. A "conveyance of property" occurs:
(a) Upon the closure of any escrow opened for the conveyance; or
(b) If an escrow has not been opened for the conveyance, when the purchaser of the property receives the deed of conveyance.
2. Service of a document is complete:
(a) Upon personal delivery of the document to the person being served; or
(b) Three days after the document is mailed, postage prepaid, to the person being served at the person's last known address. (Added to NRS by 1995, 844)

NRS 113.120 Regulations prescribing format and contents of form for disclosing condition of property. The Real Estate Division of the Department of Business and Industry shall adopt regulations prescribing the format and contents of a form for disclosing the condition of residential property offered for sale. The regulations must ensure that the form:

1. Provides for an evaluation of the condition of any electrical, heating, cooling, plumbing and sewer systems on the property, and of the condition of any other aspects of the property which affect its use or value, and allows the seller of the property to indicate whether or not each of those systems and other aspects of the property has a defect of which the seller is aware.
2. Provides notice:
(a) Of the provisions of NRS 113.140 and subsection 5 of NRS 113.150.
(b) That the disclosures set forth in the form are made by the seller and not by the seller's agent.
(c) That the seller's agent, and the agent of the purchaser or potential purchaser of the residential property, may reveal the completed form and its contents to any purchaser or potential purchaser of the residential property.

(Added to NRS by 1995, 842)

NRS 113.130 Completion and service of disclosure form before conveyance of property; discovery or worsening of defect after service of form; exceptions; waiver.

1. Except as otherwise provided in subsection 2:
(a) At least 10 days before residential property is conveyed to a purchaser:
(1) The seller shall complete a disclosure form regarding the residential property; and
(2) The seller or the seller's agent shall serve the purchaser or the purchaser's agent with the completed disclosure form.

➥A seller's agent shall not complete a disclosure form regarding the residential property on behalf of the seller.

(b) If, after service of the completed disclosure form but before conveyance of the property to the purchaser, a seller or the seller's agent discovers a new defect in the residential property that was not identified on the completed disclosure form or discovers that a defect identified on the completed disclosure form has become worse than was indicated on the form, the seller or the seller's agent shall inform the purchaser or the purchaser's agent of that fact, in writing, as soon as practicable after the discovery of that fact but in no event later than the conveyance of the property to the purchaser. If the seller does not agree to repair or replace the defect, the purchaser may:
(1) Rescind the agreement to purchase the property; or
(2) Close escrow and accept the property with the defect as revealed by the seller or the seller's agent without further recourse.

(c) A seller's agent is not liable to the purchaser for damages if:
(1) The seller is aware of a defect and fails to disclose the defect to the purchaser on the disclosure form as required pursuant to paragraph (a); or
(2) After service of the completed disclosure form but before conveyance of the property to the purchaser, the seller discovers a new defect in the residential property that was not identified on the completed disclosure form or discovers that a defect identified on the completed disclosure form has become worse than was indicated on the form and fails to inform the purchaser or the purchaser's agent of that fact as required pursuant to paragraph (b).

➥The provisions of this paragraph do not affect, and must not be construed to affect, the obligation of a seller's agent to comply with the provisions of paragraph (a) of subsection 1 of NRS 645.252.

2. Subsection 1 does not apply to a sale or intended sale of residential property:
(a) By foreclosure pursuant to chapter 107 of NRS.
(b) Between any co-owners of the property, spouses or persons related within the third degree of consanguinity.
(c) Which is the first sale of a residence that was constructed by a licensed contractor.
(d) By a person who takes temporary possession or control of or title to the property solely to facilitate the sale of the property on behalf of a person who relocates to another county, state or country before title to the property is transferred to a purchaser.
(e) By a fiduciary under title 12 or 13 of NRS, including, without limitation, a personal representative, guardian, trustee or person acting under a power of attorney, who takes temporary possession or control of or title to the property solely to facilitate the sale of the property on behalf of a person who is deceased or incapacitated.

3. A purchaser of residential property may not waive any of the requirements of subsection 1. A seller of residential property may not require a purchaser to waive any of the requirements of subsection 1 as a condition of sale or for any other purpose.

4. If a sale or intended sale of residential property is exempted from the requirements of subsection 1 pursuant to paragraph (a) of subsection 2, the trustee and the beneficiary of the deed of trust shall, not later than at the time of the conveyance of the property to the purchaser of the residential property, or upon the request of the purchaser of the residential property, provide:
(a) Written notice to the purchaser of any defects in the property of which the trustee or beneficiary, respectively, is aware; and
(b) If any defects are repaired or replaced or attempted to be repaired or replaced, the contact information of any asset management company who provided asset management services for the property. The asset management company shall provide a service report to the purchaser upon request.

5. As used in this section:
(a) "Seller" includes, without limitation, a client as defined in NRS 645H.060.
(b) "Service report" has the meaning ascribed to it in NRS 645H.150.

(Added to NRS by 1995, 842; A 1997, 349; 2003, 1339; 2005, 598; 2011, 2832; 2021, 961; 1081)

_____ _____ *Seller(s) Initials* _____ _____ *Buyer(s) Initials*

NRS 113.135 Certain sellers to provide copies of certain provisions of NRS and give notice of certain soil reports; initial purchaser entitled to rescind sales agreement in certain circumstances; waiver of right to rescind.

1. Upon signing a sales agreement with the initial purchaser of residential property that was not occupied by the purchaser for more than 120 days after substantial completion of the construction of the residential property, the seller shall:

(a) Provide to the initial purchaser a copy of NRS 11.202, 11.2055, and 40.600 to 40.695, inclusive;

(b) Notify the initial purchaser of any soil report prepared for the residential property or for the subdivision in which the residential property is located; and

(c) If requested in writing by the initial purchaser not later than 5 days after signing the sales agreement, provide to the purchaser without cost each report described in paragraph (b) not later than 5 days after the seller receives the written request.

2. Not later than 20 days after receipt of all reports pursuant to paragraph (c) of subsection 1, the initial purchaser may rescind the sales agreement.

3. The initial purchaser may waive his or her right to rescind the sales agreement pursuant to subsection 2. Such a waiver is effective only if it is made in a written document that is signed by the purchaser.

(Added to NRS by 1999, 1446 ; A 2015, 18)

NRS 113.140 Disclosure of unknown defect not required; form does not constitute warranty; duty of buyer and prospective buyer to exercise reasonable care.

1. NRS 113.130 does not require a seller to disclose a defect in residential property of which he is not aware.

2. A completed disclosure form does not constitute an express or implied warranty regarding any condition of residential property.

3. Neither this chapter nor chapter 645 of NRS relieves a buyer or prospective buyer of the duty to exercise reasonable care to protect himself.

(Added to NRS by 1995, 843; A 2001, 2896)

NRS 113.150 Remedies for seller's delayed disclosure or nondisclosure of defects in property; waiver.

1. If a seller or the seller's agent fails to serve a completed disclosure form in accordance with the requirements of NRS 113.130, the purchaser may, at any time before the conveyance of the property to the purchaser, rescind the agreement to purchase the property without any penalties.

2. If, before the conveyance of the property to the purchaser, a seller or the seller's agent informs the purchaser or the purchaser's agent, through the disclosure form or another written notice, of a defect in the property of which the cost of repair or replacement was not limited by provisions in the agreement to purchase the property, the purchaser may:

(a) Rescind the agreement to purchase the property at any time before the conveyance of the property to the purchaser; or

(b) Close escrow and accept the property with the defect as revealed by the seller or the seller's agent without further recourse.

3. Rescission of an agreement pursuant to subsection 2 is effective only if made in writing, notarized and served not later than 4 working days after the date on which the purchaser is informed of the defect:

(a) On the holder of any escrow opened for the conveyance; or

(b) If an escrow has not been opened for the conveyance, on the seller or the seller's agent.

4. Except as otherwise provided in subsection 5, if a seller conveys residential property to a purchaser without complying with the requirements of NRS 113.130 or otherwise providing the purchaser or the purchaser's agent with written notice of all defects in the property of which the seller is aware, and there is a defect in the property of which the seller was aware before the property was conveyed to the purchaser and of which the cost of repair or replacement was not limited by provisions in the agreement to purchase the property, the purchaser is entitled to recover from the seller treble the amount necessary to repair or replace the defective part of the property, together with court costs and reasonable attorney's fees. An action to enforce the provisions of this subsection must be commenced not later than 1 year after the purchaser discovers or reasonably should have discovered the defect or 2 years after the conveyance of the property to the purchaser, whichever occurs later.

5. A purchaser may not recover damages from a seller pursuant to subsection 4 on the basis of an error or omission in the disclosure form that was caused by the seller's reliance upon information provided to the seller by:

(a) An officer or employee of this State or any political subdivision of this State in the ordinary course of his or her duties; or

(b) A contractor, engineer, land surveyor, certified inspector as defined in NRS 645D.040 or pesticide applicator, who was authorized to practice that profession in this State at the time the information was provided.

6. A purchaser of residential property may waive any of his or her rights under this section. Any such waiver is effective only if it is made in a written document that is signed by the purchaser and notarized.

(Added to NRS by 1995, 843; A 1997, 350, 1797)

The above information provided on pages one (1), two (2) and three (3) of this disclosure form is true and correct to the best of the seller's knowledge as of the date set forth on page one (1). **SELLER HAS DUTY TO DISCLOSE TO BUYER AS NEW DEFECTS ARE DISCOVERED AND/OR KNOWN DEFECTS BECOME WORSE *(See NRS 113.130(1)(b))*.**

Seller(s): _____ Date: _____

Seller(s): _____ Date: _____

BUYER MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY AND ITS ENVIRONMENTAL STATUS. Buyer(s) has/have read and acknowledge(s) receipt of a copy of this Seller's Real Property Disclosure Form and copy of NRS Chapter 113.100-150, inclusive, attached hereto as pages four (4) and five (5).

Buyer(s):_____Date:_____

Buyer(s):_____Date: _____