

**LIST DATE**

**LIST PRICE**

**EXP. DATE**

**ADDRESS**

**CITY**

**COUNTY**

**APN #**

**SELLER**

**SA COMM**

**LA COMM**

**CIC**

**YES**

**NO**

**DUES**

**MONTHLY**

**QUARTERLY**

**CIC NAME**



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

**This is intended to be a legally binding contract. No Representation is made as to the legal or tax consequences of this contract. If you desire legal or tax advice, consult your attorney or tax advisor.**

1 **1. EXCLUSIVE RIGHT TO SELL:** I/We, \_\_\_\_\_ (“Seller”)  
 2 hereby employs and grants \_\_\_\_\_ (“Broker”) the exclusive and irrevocable  
 3 \_\_\_\_\_  
 4 (Company Name)  
 5 right, commencing on \_\_\_\_\_, and expires at 11:59 p.m. Pacific Time on \_\_\_\_\_, to sell, lease or  
 6 exchange the Real Property located in the City of \_\_\_\_\_, County of \_\_\_\_\_, Nevada,  
 7 APN#: \_\_\_\_\_ commonly known as:  
 8 \_\_\_\_\_ (“the Property”).

9 **2. TERMS OF SALE:** The listing price shall be \$ \_\_\_\_\_, with a suggested amount of an  
 10 Earnest Money Deposit (EMD) of \_\_\_\_\_. Terms available:

11  
 12 Cash \_\_\_\_\_ CONV \_\_\_\_\_ FHA \_\_\_\_\_ Lease \_\_\_\_\_ VA \_\_\_\_\_ Lease Option \_\_\_\_\_  
 13 Owner Will Carry \_\_\_\_\_ Other \_\_\_\_\_

14 (Note: If the Property is offered for lease, then the term “Seller” used in this Agreement includes “Landlord” as  
 15 applicable.)

16  
 17 a. Seller \_\_\_ **does -OR- does not** authorize Broker to disclose the existence of multiple offers to  
 18 purchase the property to potential buyers.

19  
 20 **3. PROPERTY OFFERED FOR SALE:** The listing price noted above includes the Property and all  
 21 improvements and fixtures permanently affixed and installed.

22 a. The following items of Personal Property are **included** in the above price and shall be conveyed  
 23 unencumbered in escrow by a valid bill of sale: \_\_\_\_\_  
 24 \_\_\_\_\_  
 25 \_\_\_\_\_  
 26 \_\_\_\_\_

27 b. The following items of Personal Property are **excluded** from the above price and not included in the  
 28 sale: \_\_\_\_\_  
 29 \_\_\_\_\_  
 30 \_\_\_\_\_  
 31 \_\_\_\_\_

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

34  
 35 **5. COMPENSATION TO BROKER:** Compensation is solely a matter of negotiation between Broker and Seller  
 36 and is not fixed, suggested, controlled or recommended by GLVAR, MLS or any other person not a party to this  
 37 Agreement. Seller agrees to pay Broker as compensation for services:

38  
 39 **IF A SALE:** \_\_\_\_\_ % of the gross selling price of the Property  
 40  AND /  OR \$ \_\_\_\_\_ (flat fee amount). Seller acknowledges that Broker will offer \_\_\_\_\_ %  
 41 or \$ \_\_\_\_\_ to the cooperating broker who is the procuring cause of the sale. Seller acknowledges that offers of  
 42 cooperative compensation are between brokers and are not negotiable between the Seller and Buyer.  
 43

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

44 **IF A LEASE:** \_\_\_\_\_ % of the total rental agreed to be paid by lessee  
45  **AND** /  **OR** \$ \_\_\_\_\_ (flat fee amount). If leased, Broker agrees to pay \_\_\_\_\_% or \$ \_\_\_\_\_  
46 to the cooperating broker who is the procuring cause of the lease. Seller acknowledges that offers of cooperative  
47 compensation are between brokers and are not negotiable between the Seller and Buyer.  
48

49 **Compensation shall be due:**

50  
51 a. if the Property is sold or leased by Broker, or through any other person including Seller, on the above  
52 terms or any other price and terms acceptable to Seller during the above time period or any extension of said time  
53 period;

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

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

61 d. In the event of an exchange, permission is hereby given to the Broker to represent such parties as  
62 Broker may deem appropriate and collect compensation from them provided that there is full disclosure to all  
63 parties. If completion of sale is prevented by default of Seller, or the refusal of Seller to accept an offer in  
64 accordance with the price and terms of this Agreement, then upon event, Broker is authorized to take any action  
65 reasonably necessary to collect said commission. If completion of sale is prevented by a party to the transaction  
66 other than Seller, Broker may collect its commission only if and when Seller collects damages by suit or  
67 otherwise, and then in an amount not less than one-half of the damages recovered, but not to exceed the above  
68 compensation after first deducting title expenses, escrow expenses and the expenses of collections if any.

69 e. Broker is authorized to cooperate and divide with other brokers the above compensation in any manner  
70 acceptable to Broker. Seller hereby irrevocably assigns to Broker the funds and proceeds of Seller in escrow  
71 equal to the above compensation. In the event any sum of money due under this Agreement remains unpaid for a  
72 period of thirty (30) days, such sum shall bear interest at the rate of (\_\_\_\_\_) percent per annum from the  
73 due date until paid.  
74

75 **6. DEPOSIT:** Broker is authorized to accept on Seller's behalf a deposit to be applied toward purchase price or  
76 lease.  
77

78 **7. AGENCY RELATIONSHIP:**

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

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

86 c. Broker may also have licensees in its company who are agents of the Buyer who may show and  
87 negotiate an offer to purchase Seller's Property. In this event the licensees that represent the Buyer will only  
88 represent the Buyer in the transaction with all duties owed to the Buyer and not the Seller. This, therefore, does  
89 not require a Consent To Act Form.  
90  
91

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

SELLER(S) INITIALS:  / \_\_\_\_\_

92 **8. REQUIRED DISCLOSURES:**

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

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

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

100 d. Seller acknowledges receipt of the Residential Disclosure Guide: Seller Initials [ CK ] [ \_\_\_\_\_ ]

101  
102 **9. INDEMNIFICATION:** Seller agrees to save, defend, and hold Broker, GLVAR, and the MLS harmless from  
103 all claims, disputes, litigation, and/or judgments arising from (i) any misrepresentation, breach of warranty or  
104 breach of a promise by Seller in this Listing Agreement (ii) any incorrect information supplied by Seller, (iii) any  
105 facts concerning the Property not disclosed by Seller, including any facts known to Seller relating to adverse  
106 conditions or latent defects, (iv) the use of a keybox, or (v) any injury or damage to persons or property in  
107 connection with the marketing or showing of the Property. This indemnification shall survive Broker's  
108 performance and any transfer of title.

109  
110 **10. FAIR HOUSING:** Broker shall offer the Property for sale or lease without regard to race, color, sex, creed,  
111 religion, national origin, handicap, or familial status in compliance with federal, state, and local anti-  
112 discrimination laws.

113  
114 **11. COMMON INTEREST COMMUNITY:** The Property \_\_\_\_\_ is **-OR-** \_\_\_\_\_ is not located within a  
115 Common Interest Community (CIC). If yes, please complete the following:

116 Name of CIC(s): \_\_\_\_\_  
117 Telephone: \_\_\_\_\_ Dues: \_\_\_\_\_ payable \_\_\_\_\_ **monthly -OR- \_\_\_\_\_ quarterly**  
118 Seller \_\_\_\_\_ is **-OR-** \_\_\_\_\_ is not current on all dues and assessments.

119 Name of CIC(s): \_\_\_\_\_  
120 Telephone: \_\_\_\_\_ Dues: \_\_\_\_\_ payable \_\_\_\_\_ **monthly -OR- \_\_\_\_\_ quarterly**  
121 Seller \_\_\_\_\_ is **-OR-** \_\_\_\_\_ is not current on all dues and assessments.

122 If the Property is located within a CIC, Seller acknowledges and agrees to obtain (at Seller's own expense) and/or  
123 provide the information required by NRS 116.4109 and 116.41095 to Broker for delivery to Buyer.

124  
125 **12. SPECIAL ASSESSMENTS:** The Property \_\_\_\_\_ is **-OR-** \_\_\_\_\_ is not subject to special government  
126 assessments, such as SID and LID. (For information, please go to [www.accessclarkcounty.com/treasurer](http://www.accessclarkcounty.com/treasurer).)

127 If yes, please complete the following:

128 Balance remaining: \_\_\_\_\_  
129 Payment amount: \_\_\_\_\_  
130 Payment Due: select one (1) Monthly \_\_\_\_\_ Quarterly \_\_\_\_\_ Semi Annually \_\_\_\_\_ Annually: \_\_\_\_\_

131  
132 **13. SIGN:** Seller \_\_\_\_\_ **does -OR- \_\_\_\_\_ does not** authorize Broker to install a FOR SALE/LEASE sign on the  
133 Property.

134  
135 **14. KEYBOX:** Seller \_\_\_\_\_ **does -OR- \_\_\_\_\_ does not** authorize Broker to install a keybox ( \_\_\_\_\_ **electronic**  
136 **-OR- \_\_\_\_\_ mechanical**) in connection with the showing of the Property. A mechanical keybox is a combination-  
137 type box that can be opened by anyone who has access to the combination/code. The MLS requires that a valid  
138 working code for a mechanical keybox be included in the listing for ease of showing. The code is a confidential  
139 field that is not intended to be available to the public. Seller acknowledges that they have been advised that:

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

SELLER(S) INITIALS: CK / \_\_\_\_\_



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**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, photographs 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 any and 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 other online providers, 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—   *CS*   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 Seller to Broker or Broker’s agent (the “Broker Listing Content”) and any changes thereto, may be filed with MLS, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced in any medium. Seller hereby grants to Broker a non-

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

235 exclusive, irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display,  
236 and reproduce the Broker Listing Content, to prepare derivative works of the Broker Listing Content, and to  
237 distribute the Broker Listing Content or any derivative works thereof in any medium. This non-exclusive license  
238 shall survive the termination of this Agreement for any reason whatever. Seller represents and warrants to Broker  
239 that the Seller Listing Content, and the license granted to Broker for the Seller Listing Content, do not violate or  
240 infringe upon the rights, including any copyright rights, of any person or entity. Seller acknowledges and agrees  
241 that as between Seller and Broker, all Broker Listing Content is owned exclusively by Broker, and Owner has no  
242 right, title or interest in or to any Broker Listing Content.  
243

244 **22. NEVADA LAW:** This Agreement is executed and intended to be performed in the State of Nevada, and the  
245 laws of Nevada shall govern its interpretation and effect. The parties agree that the State of Nevada, and the  
246 county in which the Property is located, is the appropriate judicial forum for any litigation, or mediation related to  
247 this Agreement.  
248

249 **23. ENTIRE CONTRACT:** All prior negotiations and agreements between the parties are incorporated in this  
250 Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final, complete, and  
251 exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence  
252 of any prior agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum, or  
253 modification, including any photocopy or facsimile, may be executed in two or more counterparts, all of which  
254 shall constitute one and the same writing. The terms of this Agreement may not be amended, modified or altered  
255 except through a written agreement signed by all of the parties hereto. **The parties agree that an MLS Change  
256 Order signed by Broker and Seller shall act as a valid written addendum to this Agreement.**  
257

258 **24. PARTIAL INVALIDITY:** In the event that any provision of this Agreement shall be held to be invalid or  
259 unenforceable, such ruling shall not affect the validity or enforceability of the remainder of the Agreement in any  
260 respect whatsoever.  
261

262 **25. ATTORNEY'S FEES:** In the event suit is brought by either party to enforce this Agreement, the prevailing  
263 party is entitled to court costs and reasonable attorney's fees. Additionally, if any broker hires an attorney to  
264 enforce the collection of any commission payable pursuant to this Listing Agreement, and is successful in  
265 collecting some or all of such commission without commencing any action or proceeding, Seller agrees to pay  
266 such broker's reasonable attorneys' fees and costs and Owner agrees to pay interest at the legal rate on all  
267 compensation and other amounts owned or due to broker from the time due until paid in full.  
268

269 **26. WARRANTY OF OWNERSHIP:** Seller warrants that Seller is the sole Owner of the Property or has the  
270 authority to execute this Agreement. By signing below Seller acknowledges that Seller has read and understands  
271 this Agreement and agrees to the terms thereof.  
272

273 **27. FORECLOSURE:** Seller understands that failure to make loan payments may result in foreclosure of the  
274 Property by a mortgage holder and/or lien holder. Information regarding the foreclosure or litigation status of a  
275 property is available from the County Recorder where the Property is located. Seller represents that at the time of  
276 this listing (complete parts a and b):

277 a. A Notice of Default (Breach) and Election to Sell  **has not** –OR–  **has (date: \_\_\_\_\_)**  
278 been recorded against the Property. **If a Notice of Default has not been recorded against the Property as of the  
279 date of this Agreement, Seller agrees to notify Broker within five (5) business days of receipt of such a  
280 notice.** Seller understands that the recording of a Notice of Default begins a statutory foreclosure period, which  
281 varies in duration. At the end of the foreclosure period, the Property typically will be sold at a Trustee's Sale  
282 (foreclosure sale) and Seller will lose all rights and interest in the Property.

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

283 b. Seller  has not –OR–  has (date: \_\_\_\_\_) been served with a Summons and Complaint  
284 from Lender seeking to foreclose the property in court. The Parties understand that the filing and service of a  
285 Summons and Complaint begins a judicial foreclosure process which varies in duration, and which may result in a  
286 judgment against Seller. The judgment will typically be enforced through a foreclosure sale conducted by the  
287 Sheriff for the county where the Property is located and Seller will lose all rights and interest in the Property.

288 c. Seller understands that if the Property is not sold to a buyer before a foreclosure sale of the Property,  
289 Seller will lose all rights and interest in the Property. Seller understands that Broker cannot stop a foreclosure.

290 Seller Initials [ GA ] [ \_\_\_\_\_ ]  
291

292 **28. SIGNATURES:** This Agreement may be signed by the parties manually or electronically (digitally) and on  
293 more than one copy, which, when taken together, each signed copy shall be read as one complete form. Facsimile  
294 signatures may be accepted as original.

295 **29. RECOMMENDATIONS:** If Broker recommends a builder, contractor, escrow company, title company, pest  
296 control service, appraiser, lender, home inspection company or home warranty company or any other person or  
297 entity to Seller for any purpose, said recommendation shall be independently investigated and evaluated by Seller,  
298 who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or  
299 entity recommended by Broker will be based solely upon such independent investigation.

300 **30. DEFAULT:** If Seller materially breaches this Listing, Seller is in default and will be liable to Broker for the  
301 amount of the Broker's fee specified in Section 5 and any other fees Broker is entitled to receive under this  
302 Agreement. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing  
303 Price will be the sales price for purposes of computing Broker's fee. If Broker breaches this Agreement, Broker is  
304 in default and Seller may exercise any remedy at law.

305 **31. BINDING EFFECT:** Seller's obligation to pay Broker an earned fee is binding upon Seller and Seller's  
306 heirs, administrators, executors, successors and permitted assignees.

307 **32. JOINT AND SEVERAL:** All Sellers executing this Listing are jointly and severally liable for the  
308 performance of all its terms.

309 **33. ADDITIONAL TERMS:**  
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**Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.**  
SELLER(S) INITIALS: GA / \_\_\_\_\_

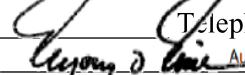


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338 **THE PRE-PRINTED PORTION OF THIS AGREEMENT HAS BEEN APPROVED BY THE GREATER**  
339 **LAS VEGAS ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS THE LEGAL**  
340 **VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. FOR**  
341 **LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.**  
342

343 **By signing below, Seller consents to receive transmissions sent from Broker to the fax number(s)**  
344 **and/or e-mail address(es) set forth. Seller agrees to keep Broker advised of his/her address and**  
345 **telephone number (or a number where they may be reached within 24 hours) at all times during**  
346 **the term of this Agreement.**  
347

348 **SELLER:**

349  
350 Date \_\_\_\_\_ Telephone \_\_\_\_\_ FAX \_\_\_\_\_ E-Mail \_\_\_\_\_  
351 Seller's Signature  Authorized Agent for Seller's Signature \_\_\_\_\_  
352 Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
353 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
354

355 **BROKER:**

356  
357 Company \_\_\_\_\_  
358 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
359 Telephone \_\_\_\_\_ FAX \_\_\_\_\_ E-Mail \_\_\_\_\_  
360 Designated Licensee Signature  License No. \_\_\_\_\_  
361 Printed Name: \_\_\_\_\_ Licensee's Telephone: \_\_\_\_\_  
362 Broker's Signature \_\_\_\_\_ Date: \_\_\_\_\_  
363 Printed Name: \_\_\_\_\_ License No. \_\_\_\_\_  
364

365 **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:  / \_\_\_\_\_



# WHAT EVERYONE SHOULD KNOW ABOUT EQUAL OPPORTUNITY IN HOUSING



The sale and purchase of a home is one of the most significant events that any person will experience in their lifetime. It is more than the simple purchase of housing, for it includes the hopes, dreams, aspirations, and economic destiny of those involved.

## THE LAW - Civil Rights Act of 1866

The Civil Rights Act of 1866 prohibits all racial discrimination in the sale or rental of property.

### Fair Housing Act

The Fair Housing Act declares a national policy of fair housing throughout the United States. The law makes illegal any discrimination in the sale, lease or rental of housing, or making housing otherwise unavailable, because of race, color, religion, sex, handicap, familial status, or national origin.

### Americans with Disabilities Act

Title III of the Americans with Disabilities Act prohibits discrimination against the disabled in places of public accommodations and commercial facilities.

### Equal Credit Opportunity Act

The Equal Credit Opportunity Act makes discrimination unlawful with respect to any aspect of a credit application on the basis of race, color, religion, national origin, sex, marital status, age or because all or part of the applicant's income derives from any public assistance program.

### State and Local Laws

State and Local laws often provide broader coverage and prohibit discrimination based on additional classes not covered by federal law.

## THE RESPONSIBILITIES

The home seller, the home seeker, and the real estate professional all have rights and responsibilities under the law.

### For the Home Seller

You should know that as a home seller or landlord you have a responsibility and a requirement under the law not to discriminate in the sale, rental and financing of property on the basis of race, color, religion, sex, handicap, familial status, or national origin. You cannot instruct the licensed broker or salesperson acting as your agent to convey for you any limitations in the sale or rental, because the real estate professional is also bound by law not to discriminate. Under the law, a home seller or landlord cannot establish discriminatory terms or conditions in the purchase or rental, deny that housing is available or advertise that the property is available only to persons of a certain race, color, religion, sex, handicap, familial status, or national origin.

### For the Home Seeker

You have the right to expect that housing will be available to you without discrimination or other limitation based on race, color, religion, sex, handicap, familial status, or national origin.

This includes the right to expect:

- housing in your price range made available to you without discrimination
- equal professional service
- the opportunity to consider a broad range of housing choices
- no discriminatory limitations on communities or locations of housing
- no discrimination in the financing, appraising or insuring of housing
- reasonable accommodations in rules, practices and procedures for persons with disabilities
- non-discriminatory terms and conditions for the sale, rental, financing, or insuring of a dwelling
- to be free from harassment or intimidation for exercising your fair housing rights.

	
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**Seller(s) Initials**

### For the Real Estate Professional

As a home seller or home seeker, you should know that the term REALTOR® identifies a licensed professional in real estate who is a member of the NATIONAL ASSOCIATION OF REALTORS®. Not all licensed real estate brokers and salespersons are members of the National Association, and only those who are can identify themselves as REALTOR®. They conduct their business and activities in accordance with a strict Code of Ethics. As agents in a real estate transaction, licensed brokers or salespersons are prohibited by law from discriminating on the basis of race, color, religion, sex, handicap, familial status, or national origin. A request from the home seller or landlord to act in a discriminatory manner in the sale, lease or rental cannot legally be fulfilled by the real estate professional.

## DEED AND PROPERTY COVENANTS OR RESTRICTIONS OF RECORD

During the history of our country, some persons have placed restrictions on property based on race, color, religion, sex, handicap, familial status, or national origin. Generally, these restrictions are void and unenforceable, with limited exceptions for particular types of religious housing and housing for older persons. The publication of these void restrictions may convey a message that the restrictions continue to be valid. Any time a sales associate or broker is asked to provide a copy of the covenants or restrictions of record relating to the use of a property the following message should be included:

*These documents may contain restrictions or covenants based on race, color, religion, sex, handicap, familial status, or national origin. Such restrictions or covenants generally are void and unenforceable as violations of fair housing laws. Be assured that all property is marketed and made available without discrimination based on race, color, religion, sex, handicap, familial status, or national origin. Should you have any questions regarding such restrictions, please contact your attorney.*

## THE EQUAL OPPORTUNITY PROGRAM

The NATIONAL ASSOCIATION OF REALTORS® has developed a Fair Housing Program to provide resources and guidance to REALTORS® in ensuring equal professional services for all people.

### The Code of Ethics

Article 10 of the NATIONAL ASSOCIATION OF REALTORS® Code of Ethics requires that "REALTORS® shall not deny equal professional services to any person for reasons of race, color, religion, sex, handicap, familial status, or national origin. REALTORS® shall not be a party to any plan or agreement to discriminate against a person or persons on the basis of race, color, religion, sex, handicap, familial status, or national origin."

A REALTOR® pledges to conduct business in keeping with the spirit and letter of the Code of Ethics. Article 10 imposes obligations upon REALTORS® and is also a firm statement of support for equal opportunity in housing.

### Fair Housing Partnership

The Fair Housing Partnership negotiated with the U.S. Department of Housing and Urban Development (HUD) outlines a program of voluntary compliance. REALTORS® voluntarily participate in activities and program to acquaint the community with the availability of equal housing opportunity, to establish office procedures to ensure that there is no denial of equal professional service, to make materials available which will explain this commitment, and to work with other groups within the community to identify and remove barriers to fair housing.

## FURTHER ASSISTANCE

Local Boards of REALTORS® will accept complaints alleging violations of the Code of Ethics filed by a homeseeker who alleges discriminatory treatment in the availability, purchase or rental of housing. Local Boards of REALTORS® have a responsibility to enforce the Code of Ethics through professional standards procedures and corrective action in cases where a violation of the Code of Ethics is proven to have occurred.

Complaints alleging discrimination in housing may be filed with the nearest office of the Department of Housing and Urban Development (HUD), or by calling HUD's Discrimination Hotline at 1-800-669-9777, 1-800-290-1617 (TTY). For information and publications on fair housing, call HUD's Fair Housing Information Clearinghouse at 1-800-343-3442.