



SHORT SALE LISTING PACKAGE FILLABLE FORM QUICK-FILL

LICENSED AGENT NAME: DAN EDGINGTON

LICENSED PHONE #: 702-491-9562

DATE OF LISTING:

BOTH BORROWERS NAMES: _____ &

FULL MAILING ADDRESS:

BORROWER 1 FULL NAME:

CELL:

EMAIL:

FAX:

CO BORROWER FULL NAME:

CELL:

EMAIL:

FAX:

LISTING ADDRESS: _____

CITY, STATE & ZIP: _____

INITIAL LISTING PRICE:

TAX ID #:

LOAN #: ACCT # 1: APPRX BAL:

LOAN #: ACCT # 2: APPRX BAL:





SHORT SALE PACKAGE GUIDE

Brokerage: RE/MAX ADVANTAGE

Property Address: _____

Listing Date: _____

Borrower: _____

Co-Borrower: _____

Thank you for choosing Re/Max Advantage! This guide explains to you what is enclosed and how to fill out and sign the attachments appropriately. Please return the package via mail, fax or email (scanned attachments). This package should take you 30-45 minutes to assemble.

PART 1 TABLE OF CONTENTS

LISTING PACKAGE

- | | |
|---------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A Authorization to Communicate with Lender | Allows us to communicate with lender |
| B Hold Harmless | You acknowledge that we have not made guarantees as to what we can accomplish. |
| C Duties Owed | Required by state of Nevada for us to disclose basics of agency laws, we are not allowed divulge your secrets to anyone, we must be honest & ethical to all parties in transaction. |
| D Consent to Act | Sign to allow that we may show the property to our own buyer and that in doing so; we create a conflict of interest. Our role would change from that of a "coach" for you to "referee". We will disclose to you if the buyer in the transaction is represented by our team at the time of sale. |
| E MLS Listing Agreement | Begins our listing agreement. The starting date & expiration date are on the front page, as is the listing price. |
| F Addendum for CIC | An addendum required as your property is in a home-owner's association. |

G Addendum for Short Sale	You agree to our pricing strategy to sell the property and show to the bank we worked to get the highest possible price. Also deals with tenant occupancy.
H Acknowledgment of Duties Owed	Acknowledgement of Limited Duties Owed in short sale Transaction.
I Short Sale Disclosure	Explanation of short sale process
J Residential Disclosure Guide Receipt	Acknowledge of receipt of all disclosures
K Short Sale Counter	Explanation of Short Sale Process
L 3rd Party Authorization	Permission to discuss mortgage information

PROPERTY CONDITION PACKAGE

M Seller's Real Property Disclosure Form (SRPD)	State-mandated. You must disclose anything you are aware of that is wrong at the property. Mark "yes" only if the item exists in your home AND there is something wrong with it. Mark "no" if the item exists and there IS NOT anything wrong with it, mark "N/A" if the item does not exist in your home. (*Paragraphs 8-9: If your property is in a common-interest community, you may mark "yes" on certain questions here - Please read carefully.*)
N Pest/Mold/Construction Defect Disclosure	Initial to note that you have not had water damage, mold, or a major pest infestation. If you HAVE had any of these, further disclosure will be needed.
O Short Sale Addendum to Listing Agreement	
P Requirements of Seller	
Q Team Addendum	
R Statement of Information	
S Affidavit of Arms Length Transaction	

HOLD HARMLESS AGREEMENT



RE/MAX ADVANTAGE

DAN EDGINGTON & KRISTINA WOOLF

BROKERAGE

LISTING AGENT

The undersigned parties (sellers) agree to seek independent Counsel pertaining to sale of their home, land, real property in the matters of state and federal taxes and legal implications. The undersigned sellers shall contact the appropriate real estate attorney and or certified public accountant to obtain qualified counsel relating to implications of selling the below mentioned real property:

Property Address

City State Zip

The undersigned further agree that there have been no guarantees or promises of sale made to them by the listing agent or brokerage above. It has been explained to them, and they agree to as much below, that in a changing real estate market Brokers and agents can make no warranties implied or otherwise as to time to sale, sale price, and probability of sale of any property. Any information that the listing agent has presented to the seller is to assist the seller in making an educated decision in the sale of their home but in no way should preclude the seller from seeking professional legal as well as tax advice. It is expressly suggested that the seller do both.

IN SIGNING THIS RELEASE, I (we) ACKNOWLEDGE AND REPRESENT THAT I (we) have read the forgoing Waiver of Liability and Hold Harmless Agreement, understand it and sign if voluntarily as my (our) own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I (we) am at least eighteen (18) years of age, and fully competent; and I (we) execute the Release for full, adequate and complete consideration fully intending to be bound by same.

X _____
4actbi VdeSignature Date

X _____
5aZ4actbi VdeSignature Date

Print 4actbi VdeName

Print 5aZ4actbi VdeName

DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

This form does not constitute a contract for services nor an agreement to pay compensation.

In Nevada, a real estate licensee is required to provide a form setting forth the duties owed by the licensee to:

- a) Each party for whom the licensee is acting as an agent in the real estate transaction, and
- b) Each unrepresented party to the real estate transaction, if any.

Licensee: The licensee in the real estate transaction is <u>DAN EDGINGTON & KRISTINA WOOLF</u> whose license number is <u>68701</u> . The licensee is acting for [client's name(s)] _____ _____ who is/are the <input type="checkbox"/> Seller/Landlord; <input type="checkbox"/> Buyer/Tenant.
Broker: The broker is <u>Tim Kuptz</u> , whose company is <u>Re/Max Advantage</u> .

Licensee's Duties Owed to All Parties:

A Nevada real estate licensee shall:

1. Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
2. Exercise reasonable skill and care with respect to all parties to the real estate transaction.
3. Disclose to each party to the real estate transaction as soon as practicable:
 - a. Any material and relevant facts, data or information which licensee knows, or with reasonable care and diligence the licensee should know, about the property.
 - b. Each source from which licensee will receive compensation.
4. Abide by all other duties, responsibilities and obligations required of the licensee in law or regulations.

Licensee's Duties Owed to the Client:

A Nevada real estate licensee shall:

1. Exercise reasonable skill and care to carry out the terms of the brokerage agreement and the licensee's duties in the brokerage agreement;
2. Not disclose, except to the licensee's broker, confidential information relating to a client for 1 year after the revocation or termination of the brokerage agreement, unless licensee is required to do so by court order or the client gives written permission;
3. Seek a sale, purchase, option, rental or lease of real property at the price and terms stated in the brokerage agreement or at a price acceptable to the client;
4. Present all offers made to, or by the client as soon as practicable, unless the client chooses to waive the duty of the licensee to present all offers and signs a waiver of the duty on a form prescribed by the Division;
5. Disclose to the client material facts of which the licensee has knowledge concerning the real estate transaction;
6. Advise the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee; and
7. Account to the client for all money and property the licensee receives in which the client may have an interest.

Duties Owed By a broker who assigns different licensees affiliated with the brokerage to separate parties.

Each licensee shall not disclose, except to the real estate broker, confidential information relating to client.

Licensee Acting for Both Parties: You understand that the licensee ^X _____ may *or* _____ may not, in the future act
(Client Init) (Client Init)
 for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest. Before a licensee may act for two or more parties, the licensee must give you a "Consent to Act" form to sign.

I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.						
X		<i>Date</i>	<i>Time</i>		<i>Date</i>	<i>Time</i>
	<i>Seller/Landlord</i>			<i>Buyer/Tenant</i>		
X		<i>Date</i>	<i>Time</i>		<i>Date</i>	<i>Time</i>
	<i>Seller/Landlord</i>			<i>Buyer/Tenant</i>		

CONSENT TO ACT

This form does not constitute a contract for services nor an agreement to pay compensation.

DESCRIPTION OF TRANSACTION: The real estate transaction is the [] sale and purchase or [] lease of

Property Address: _____

In Nevada, a real estate licensee may act for more than one party in a real estate transaction; however, before the licensee does so, he or she must obtain the written consent of each party. This form is that consent. Before you consent to having a licensee represent both yourself and the other party, you should read this form and understand it.

Licensee: The licensee in this real estate transaction is Dan Edgington/ Kristina Woolf ("Licensee") whose license number is 68701 and who is affiliated with RE/MAX Advantage ("Brokerage").

Seller/Landlord _____ Print Name

Buyer/Tenant _____ Print Name

CONFLICT OF INTEREST: A licensee in a real estate transaction may legally act for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest.

DISCLOSURE OF CONFIDENTIAL INFORMATION: Licensee will not disclose any confidential information for one year after the revocation or termination of any brokerage agreement entered into with a party to this transaction, unless Licensee is required to do so by a court of competent jurisdiction or is given written permission to do so by that party. Confidential information includes, but is not limited to, the client's motivation to purchase, trade or sell, which if disclosed, could harm one party's bargaining position or benefit the other.

FWKGUQHNEGPUGG: Licensee shall provide you with a "Duties Owed by a Nevada Real Estate Licensee" disclosure form which lists the duties a licensee owes to all parties of a real estate transaction, and those owed to the licensee's client. When representing both parties, the licensee owes the same duties to both seller and buyer. Licensee shall disclose to both Seller and all known defects in the property, any matter that must be disclosed by law, and any information the licensee believes may be material or might affect Seller's/Landlord's or Buyer's/Tenant's decisions with respect to this transaction.

NO REQUIREMENT TO CONSENT: You are not required to consent to this licensee acting on your behalf. You may

- Reject this consent and obtain your own agent,
- Represent yourself,
- Request that the licensee's broker assign you your own licensee.

CONFIRMATION OF DISCLOSURE AND INFORMATION CONSENT

BY MY SIGNATURE BELOW, I UNDERSTAND AND CONSENT: I am giving my consent to have the above identified licensee act for both the other party and me. By signing below, I acknowledge that I understand the ramifications of this consent, and that I acknowledge that I am giving this consent without coercion.

Table with 2 main columns for Seller/Landlord and Buyer/Tenant, each with sub-columns for Date and Time. Includes a header row: 'I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.' and two rows of signature lines marked with red X's.



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

1 **1. EXCLUSIVE RIGHT TO SELL:** I/We, _____ ("Seller")
2 hereby employs and grants RE/MAX ADVANTAGE ("Broker") the exclusive and irrevocable
3 _____
4 (Company Name)
5 right, commencing on _____, and expiring on _____, to sell, lease or exchange the Real
6 Property located in the City of _____, County of CLARK, Nevada, APN
7 #: _____ commonly known as: _____
8 _____ ("the Property").

9 **2. TERMS OF SALE:** The listing price shall be \$ _____, terms available:
10 Cash CONV FHA Lease _____ VA Lease Option _____
11 Owner Will Carry _____ Other _____
12 (Note: If the Property is offered for lease, then the term "Seller" used in this Agreement includes
13 "Landlord" as applicable.)

14
15 **3. PROPERTY OFFERED FOR SALE:** The listing price noted above includes the Property and all
16 improvements and fixtures permanently affixed and installed.

17 a. The following items of Personal Property are **included** in the above price and shall be conveyed
18 unencumbered in escrow by a valid bill of sale: _____
19 _____
20 _____

21
22 b. The following items of Personal Property are **excluded** from the above price and not included in the
23 sale: _____
24 _____
25 _____

26
27 **4. TITLE INSURANCE:** Seller agrees to provide Buyer with a policy of title insurance in the amount of the
28 selling price.

29
30 **5. COMPENSATION TO BROKER:** Compensation is solely a matter of negotiation between Broker and Seller
31 and is not fixed, suggested, controlled or recommended by GLVAR, MLS or any other person not a party to this
32 to this Agreement. Seller agrees to pay Broker as compensation for services:
33

34 **IF A SALE:** 6.0 % of the gross selling price of the Property
35 AND / OR \$ N/A (flat fee amount). Seller acknowledges that Broker will offer _____ %
36 or \$ N/A to the cooperating broker who is the procuring cause of the sale. Seller acknowledges that offers of
37 cooperative compensation are between brokers and are not negotiable between the Seller and Buyer.

38
39 **IF A LEASE:** N/A % of the total rental agreed to be paid by lessee
40 AND / OR \$ N/A (flat fee amount). If leased, Broker agrees to pay N/A % or \$ N/A
41 to the cooperating broker who is the procuring cause of the lease. Seller acknowledges that offers of cooperative
42 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.

X SELLER(S) INITIALS: _____ / _____

43 **Compensation shall be due:**

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

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

49 c. if within 10 calendar days of the final termination, including extensions, of this Agreement,
50 the Property is sold, conveyed, or otherwise transferred to anyone with whom the Broker has had negotiations or
51 to whom the Property was shown prior to the final termination. This section (c) shall not apply if Seller enters
52 into a valid Brokerage Listing Agreement with another licensed real estate Broker after the final termination of
53 this Exclusive Brokerage Listing Agreement.

54 In the event of an exchange, permission is hereby given to the Broker to represent such parties as Broker may
55 deem appropriate and collect compensation from them provided that there is full disclosure to all parties. If
56 completion of sale is prevented by default of Seller, or the refusal of Seller to accept an offer in accordance with
57 the price and terms of this Agreement, then upon event, Broker is authorized to take any action reasonably
58 necessary to collect said commission. If completion of sale is prevented by a party to the transaction other than
59 Seller, Broker may collect its commission only if and when Seller collects damages by suit or otherwise, and then
60 in an amount not less than one-half of the damages recovered, but not to exceed the above compensation after first
61 deducting title expenses, escrow expenses and the expenses of collections if any. Broker is authorized to
62 cooperate and divide with other brokers the above compensation in any manner acceptable to Broker. Seller
63 hereby irrevocably assigns to Broker the funds and proceeds of Seller in escrow equal to the above compensation.
64 In the event any sum of money due under this Agreement remains unpaid for a period of thirty (30) days, such
65 sum shall bear interest at the rate of (10.0) percent per annum from the due date until paid.

66
67 **6. DEPOSIT:** Broker is authorized to accept on Seller's behalf a deposit to be applied toward purchase price or
68 lease.

69
70 **7. AGENCY RELATIONSHIP:**

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

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

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

82
83 **8. REQUIRED DISCLOSURES:**

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

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

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

91 d. Seller acknowledges receipt of the Residential Disclosure Guide: **X**Seller Initials [] []

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

XSELLER(S) INITIALS: _____ / _____

92 **9. SELLER'S INDEMNIFICATION:** Seller agrees to save, defend, and hold Broker harmless from all claims,
93 disputes, litigation, and/or judgments arising from any incorrect information supplied by Seller or from any
94 material facts which Seller fails to disclose.

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

100 **11. COMMON INTEREST COMMUNITY:** The Property _____ **is -OR- _____ is not** located within a
101 Common Interest Community (CIC). If yes, please complete the following:

102 Name of CIC(s): _____
103 Telephone: _____ Dues: _____ payable **__ monthly -OR- __ quarterly**
104 Seller _____ **is -OR- _____ is not** current on all dues and assessments.

105 Name of CIC(s): _____
106 Telephone: _____ Dues: _____ payable **__ monthly -OR- __ quarterly**
107 Seller _____ **is -OR- _____ is not** current on all dues and assessments.

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

111 **12. SPECIAL ASSESSMENTS:** The Property _____ **is -OR- _____ is not** subject to special government
112 assessments, such as SID and LID. (For information, please go to www.accessclarkcounty.com/treasurer.)

113 If yes, please complete the following:
114 Balance remaining: _____
115 Payment amount: _____

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

119 **14. KEYBOX:** Seller **__ does -OR- __ does not** authorize Broker to install a keybox in connection with the
120 showing of the Property. Seller acknowledges that they have been advised that:

- 121 a. The purpose and function of the keybox is to permit access to the interior of the Property by all
- 122 members of GLVAR's MLS, including certified/licensed appraisers;
- 123 b. Seller should safeguard Personal Property and valuables located within the Property;
- 124 c. It is not a requirement of the GLVAR's MLS for a Seller to allow the use of a keybox;
- 125 d. Where a tenant occupies the Property, the tenant's consent is also required, which shall be obtained by
- 126 the Seller or his Property Manager;
- 127 e. Neither the listing nor selling Broker nor the GLVAR is an insurer against the loss of Personal
- 128 Property. Seller hereby releases Broker and the GLVAR from any responsibility relating to the keybox.

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

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

139 **17. MEDIATION/ARBITRATION:** The Broker and Seller hereby agree that any dispute concerning the terms
140 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.

XSELLER(S) INITIALS: _____ / _____

141 in accordance with the standards of practice of the National Association of REALTORS® and GLVAR's rules of
142 procedure. If a lawsuit is filed by either party, that lawsuit shall be stayed until the dispute is resolved or
143 terminated in accordance with this paragraph.

144
145 **18. MULTIPLE LISTING SERVICE (MLS):** Broker is a participant of THE GREATER LAS VEGAS
146 ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service, and the listing information will be
147 provided to the MLS to be published and disseminated to its Participants and Subscribers in accordance with its
148 Rules and Regulations and Sections 20 and 21 herein, unless Seller signs Instructions to Exclude. Broker is
149 authorized to cooperate with other real estate Brokers, and to report the sale, its price, terms and financing for the
150 publication, dissemination information and use by authorized Association members, MLS Participants and
151 Subscribers.

152
153 **19. ADVERTISING:** Seller acknowledges that, unless Seller signs a photo exclusion, a photo of the Property
154 may be taken for publication in the MLS computer system. Subject to Section 20, Seller agrees that the Property
155 may be advertised in all forms of media including but not limited to electronic and print advertising.

156
157 **20. SELLER OPT OUTS:** Seller further understands and acknowledges that MLS will disseminate the
158 Property's listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet
159 sites, as well as online providers such as realtor.com and lasvegasrealtor.com, and that such sites are generally
160 available to the public. Some, but not all, of these websites may include a commentary section where consumers
161 may include reviews and comments about the Property in immediate conjunction with the listing (blogging), or
162 provide a link to the comments. In addition, some, but not all, of these websites may display an automated
163 estimate of the market value of the Property in immediate conjunction with the listing, or provide a link to the
164 estimate. Seller may opt-out of any of the following by initialing the appropriate space(s) below:

165
166 a. _____ I/we have advised the Broker that I/we **DO NOT** want the listed Property
167 to be **displayed on the Internet** (the listing will not appear on any Internet site). In selecting this option,
168 Seller understands that consumers who conduct searches for listings on the Internet will not see
169 information about the listed property in response to their search.

170
171 b. _____ I/we have advised the Broker that I/we **DO NOT** want the **address** of the
172 listed Property to be displayed on the Internet (listing information will be disseminated via Internet, but
173 the Property address will not appear in conjunction with the listing).

174
175 c. _____ I/we have advised the Broker that I/we **DO NOT** want a **commentary section**
176 displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at
177 the request of the seller).

178
179 d. _____ I/we have advised the Broker that I/we **DO NOT** want an **automated**
180 **estimate of value** displayed or linked to the listed Property (the site operator may indicate that the
181 feature was disabled at the request of the seller).

182
183 **-OR-**
184 _____ Seller does **NOT** opt out of any of the above.

185
186 **21. USE OF LISTING CONTENT:** Seller acknowledges and agrees that all photographs, images, graphics,
187 video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other
188 copyrightable elements relating to the Property provided by Seller to Broker or Broker's agent (the "Seller Listing
189 Content") and any changes thereto, may be filed with MLS, included in compilations of listings, and otherwise

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

XSELLER(S) INITIALS: _____ / _____

190 distributed, publicly displayed and reproduced in any medium. Seller hereby grants to Broker a non-exclusive,
191 irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display, and
192 reproduce the Seller Listing Content, to prepare derivative works of the Seller Listing Content, and to distribute
193 the Seller Listing Content or any derivative works thereof in any medium. This non-exclusive license shall
194 survive the termination of this Agreement for any reason whatever. Seller represents and warrants to Broker that
195 the Seller Listing Content, and the license granted to Broker for the Seller Listing Content, do not violate or
196 infringe upon the rights, including any copyright rights, of any person or entity.

197
198 **22. NEVADA LAW:** This Agreement is executed and intended to be performed in the State of Nevada, and the
199 laws of Nevada shall govern its interpretation and effect. The parties agree that the State of Nevada, and the
200 county in which the Property is located, is the appropriate judicial forum for any litigation, arbitration or
201 mediation related to this Agreement.

202
203 **23. ENTIRE CONTRACT:** All prior negotiations and agreements between the parties are incorporated in this
204 Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final, complete, and
205 exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence
206 of any prior agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum, or
207 modification, including any photocopy or facsimile, may be executed in two or more counterparts, all of which
208 shall constitute one and the same writing. The terms of this Agreement may not be amended, modified or altered
209 except through a written agreement signed by all of the parties hereto. **The parties agree that an MLS Change
210 Order signed by Broker and Seller shall act as a valid written addendum to this Agreement.**

211
212 **24. PARTIAL INVALIDITY:** In the event that any provision of this Agreement shall be held to be invalid or
213 unenforceable, such ruling shall not affect the validity or enforceability of the remainder of the Agreement in any
214 respect whatsoever.

215
216 **25. ATTORNEY'S FEES:** In the event suit is brought by either party to enforce this Agreement, the prevailing
217 party is entitled to court costs and reasonable attorney's fees.

218
219 **26. WARRANTY OF OWNERSHIP:** Seller warrants that Seller is the sole Owner of the Property or has the
220 authority to execute this Agreement. By signing below Seller acknowledges that Seller has read and understands
221 this Agreement, agrees to the terms thereof, and has received a copy.

222
223 **27. FORECLOSURE:** Seller understands that failure to make loan payments may result in foreclosure of the
224 Property by a mortgage holder and/or lien holder. Seller represents that a Notice of Default (Breach) and Election
225 to Sell has not -OR- has (date: _____) been recorded against the Property. **If a Notice of
226 Default has not been recorded against the Property as of the date of this Agreement, Seller agrees to notify
227 Broker within five (5) business days of receipt of such a notice.** Seller understands that the recording of a
228 Notice of Default begins a statutory foreclosure period, which lasts a minimum of three (3) months and twenty
229 (20) days. Seller understands that if the Property is not sold to a buyer before a foreclosure sale (Trustee's Sale) of
230 the Property, Seller will lose all rights and interest in the Property. Seller understands that Broker cannot stop a
231 foreclosure. **Seller Initials** X [_____] [_____]]

232
233 **28. SIGNATURES:** This Agreement may be signed by the parties manually or electronically (digitally) and on
234 more than one copy, which, when taken together, each signed copy shall be read as one complete form. Facsimile
235 signatures may be accepted as original.

236
237 **29. ADDITIONAL TERMS:** _____
238 _____

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

XSELLER(S) INITIALS: _____ / _____

239 _____
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257 _____

258
259 **THE PRE-PRINTED PORTION OF THIS AGREEMENT HAS BEEN APPROVED BY THE GREATER**
260 **LAS VEGAS ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL**
261 **VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. FOR**
262 **LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.**
263

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

268
269 **SELLER:**

270
271 Date _____, Telephone _____ FAX _____ E-Mail _____
272 X Seller's Signature _____ X Seller's Signature _____
273 Printed Name: _____ Printed Name: _____
274 Address _____ City _____ State ____ Zip _____
275

276
277 **BROKER:**

278
279 Company RE/MAX ADVANTAGE
280 Address 10075 S. Eastern Ave. #103 City Henderson State NV Zip 89052
281 Telephone 702-491-9562 FAX 702-946-0348 E-Mail INFO@theedgingtongroup.com
282 Designated Licensee Signature _____ License No. 68701
283 Printed Name: Dan Edgington Licensee's Telephone: 702-491-9562
284 Broker's Signature _____ Date: _____
285 Printed Name: Tim Kuptz License No. _____
286

287 **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.

X 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.

X
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.



ADDENDUM TO LISTING AGREEMENT FOR COMMON INTEREST COMMUNITY PROPERTIES

Nevada Revised Statutes, Sections 116.4109 and 116.41095 require certain documents and certificate (collectively, the "resale package") to be made available to prospective purchasers of property within a Common Interest Community (the "Association"). The Seller of such property is required to make these documents available and the Homeowners Association or its managers must provide these documents upon request by property owners. The undersigned Seller agrees to obtain and provide to the listing agent these documents listed below for delivery to the Buyer or the Buyer's agent no later than ten (10) days for the date of the accepted purchase agreement.

- ◆ Declaration of Restrictions (CC&Rs)
- ◆ Association Bylaws
- ◆ Rules and Regulations of the Association
- ◆ Statement of monthly assessments for common expenses and any unpaid assessments *(Included in the certificate prepared by the Association)*
- ◆ Current operating budget
- ◆ Current financial statement of the Association, including a summary of the reserves study
- ◆ Statement showing any unsatisfied judgments or lawsuits against the Association *(Included in the certificate prepared by the Association)*
- ◆ Statement of the status of any pending legal action against the Association or relating to the Common Interest Community of which the Seller has actual knowledge *(Included in the certificate prepared by the Association)*

PROPERTY ADDRESS _____

Both Association & Seller are required to provide a separate disclosure of any known defects as may be required under NRS 40 relating to construction defects.

X SELLER	DATE	X SELLER	DATE
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TO: _____ Homeowners Association.

Dear Association: I am in the process of selling my property at the above noted address. Per NRS 116, please provide all of the above listed documents and certificate. I understand that I may be charged a reasonable fee for the production of copies. I am requesting the documents per the date of my signature below. I understand that the law allows you up to ten (10) days to deliver the documents to me. Please call me with any questions

HOMEOWNER	DATE	PHONE NO.
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Please deliver the documents REMAX Advantage (Name)
to: 10075 S. Eastern Av, Henderson, NV 89052 (Address)
at: _____

Short Sale Addendum to Listing Agreement



Brokerage: RE/MAX ADVANTAGE

Property Address:

Listing Date:

Borrower:

Co-Borrower:

This addendum will serve to modify the listing agreement entered into by the parties about for the property above.

A. Scheduled Price Reductions

1. All Parties agree the listing price of the property will be lowered as follows:

#	Date	Price
1		\$
2		\$
3		\$
4		\$
5		\$
6		\$
7		\$
8		\$

B. Occupancy

1. Seller agrees to notify broker/agent of any change in occupancy status of the property in writing during the listing and short sale negotiation process.
2. If property is tenant occupied currently, owner agrees to:
 - * Offer per showing incentive to tenant to allow electronic lockbox and showings or the property.

- **OR-**
* Notify tenant to vacate premises by _____

Tim Kuptz

BROKER

DATE

C. General Terms

1. Neither broker nor agent provides any guarantee of bank approval of short sale.
2. Commissions - In the case of a short sale it is understood that the seller is experiencing financial hardship and they will not be responsible for any commissions or fees to the listing brokerage.
3. Any commissions will be paid by the seller's mortgage company.
4. Listing Termination - It is understood that in the case that the seller's mortgage company will not cooperate with a short sale this listing agreement can be terminated by the broker without further notice.
5. It is further understood that in the case the seller will not provide necessary documentation, communicate with lender or lenders, communicate with lien holders or in any other way not participate in the short sale process this listing can be terminated by broker without further notice.
6. Cooperation - Seller acknowledges this is a Short Sale Transaction and seller will cooperate with short sale, providing all requested financial documentation, hardship letter, etc. to create a complete short sale package.
7. Property is being sold in AS-IS condition, seller will not pay for nor execute any repairs. Seller agrees to provide the property in "broom-swept" condition, free of any debris on the interior.
8. Seller agrees to provide a key to the front door, any applicable garage or gate remotes and one mailbox key.
9. Seller agrees to maintain power (and gas in cold weather) for showings. Seller must ensure all utilities are turned on for the buyer's home inspection upon short sale approval.
10. By signing this disclosure, you acknowledge that you have read and understand this addendum.

X _____
Borrower

X _____
Co-Borrower

Date

Date

Acknowledgment of Limited Duties
In Short Sale Transaction

Property Address

Borrower Name

This Acknowledgement of Limited Duties Owed in Short-Sale Transaction is dated 00000000, and is entered into by and between the Seller identified above and JPK, INC. dba Re/MAX Advantage ("Broker").

The Broker's duties in this transaction are limited. The services performed by Broker hereunder are not increased as a result of the transaction involving a short sale. The Broker has been retained pursuant to the Listing Agreement to help Seller determine a market price for Seller's home, assist in the procurement of a Buyer, and assist in the navigation of the closing process.

Broker is representing Seller in a "Short-Sale" transaction. A short sale is a transaction whereby a lender(s) or lien holder(s) ("Lender"), who has a mortgage, deed of trust, or other lien on a property for a certain dollar amount, agrees to accept less than the total amount owed to such Lender and agrees to release its lien relating to the loan, thereby allowing the Seller to convey the property to a buyer. A short-sale transaction may not result in a full release of the Seller's legal and financial obligations to the Lender, and may have short-term and long-term implications to the Seller, including but not limited to, deficiency obligations remaining on any loan(s), tax implications for the relief of debt and other legal consequences to the Seller.

A "deficiency" occurs when the closing proceeds to the Lender is less than the remaining balance due on the loan(s) at the time of the close of escrow. In the event a short-sale transaction is successful, it may not relieve Seller of deficiency obligations and Seller will face continuing exposure to liability for the deficient amount. Seller is solely responsible for negotiating and confirming the terms surrounding any deficiency with those parties holding a lien of other security interest in the Property.

The laws relating to a short-sale are complex and invoke financial and income tax implications and risks that can result in severe negative consequences to Seller. Broker hereby expressly disclaims any knowledge of the legal, financial, tax or credit implications or consequences to Seller, as Broker is not involved in the business of providing such advice. Seller is advised there might be options other than a short-sale with which to deal with the home and Seller should contact the Lender to discuss the alternatives such as, loan modification or revised payment plan, refinancing with Lender or another lender, bankruptcy or voluntary deed-in-lieu of foreclosure. Those alternatives to short-sale may have adverse consequences and it is solely Seller's obligation to decide what option is best for their situation. Seller is aware that the Internal Revenue Service may consider relief of debt by the lender as taxable income. No guaranty is made by Broker that a lender who accepts a short-sale will not pursue Seller (by way of collections procedures or the filing of a lawsuit) for the deficiency. Furthermore, Seller acknowledges that selling the Property for less than its outstanding liens may negatively affect Seller's credit.

Broker does not assume responsibility for the Lender's decision to accept the terms or amounts offered pursuant to a short-sale, for negotiating or obtaining any specific payoff amount, or for closing escrow on the short-sale prior to the effective date of any foreclosure date.

Broker has no control over the short sale process, including but not limited to, Seller's timely cooperation with Lender, Lender's short sale approval and buyer's ability to timely perform under any purchase agreement. Seller should be aware that it is possible the Property may end up being sold in the foreclosure process. Further, the Lender could pursue its legal remedies against Seller under the indebtedness, including accelerating the full amount due related to the Property, or pursuing collection of any deficiency amount.

BROKER RECOMMENDS THAT SELLER SEEK LEGAL ADVICE, CREDIT COUNSELING AND INCOME TAX ADVICE IN CONNECTION WITH THE SALE OF THE PROPERTY AND THE POTENTIAL RISKS (LEGAL, FINANCIAL, OR OTHERWISE) ASSOCIATED WITH THE SALE OF A FINANCIALLY DISTRESSED PROPERTY.

Seller hereby agrees to hold Broker and its agents, employees and representatives harmless and to indemnify and defend them from and for any and all claims, demands, actions or proceedings that may arise from or be related to, directly or indirectly, the short-sale process of the listing agreement. Seller hereby acknowledges Broker has made no representations, guarantees or promises regarding Broker's ability to successfully sell the Property prior to the property being sold in the foreclosure process. Seller further agrees to hold Broker and its agents, employees and representatives harmless from any alleged breaches of agency and/or duties owed as described in NRS Chapter 645, NRS 113, and the Code of Ethics and Standards of Practice of the NATIONAL ASSOCIATION OF REALTORS.

X _____
Borrower

Date

X _____
Co-Borrower

Date

SHORT SALE DISCLOSURE

ALL PARTIES HEREIN ARE ADVISED AND AWARE THAT THEY ARE INVOLVED IN A SHORT SALE TRANSACTION, WHICH CAN BE VERY COMPLEX. THE LISTING AGENT IS WORKING WITH THE SELLER AND THE SELLER ACCEPTS THE OFFER HOWEVER APPROVAL MUST BE OBTAINED FROM THE EXISTING LENDER TO ACCEPT LESS THAN WHAT IS CURRENTLY DUE THEM. THIS CAUSES A VERY COMPLEX SITUATION AND ALL PARTIES INVOLVED NEED TO BE AWARE OF SOME OF THE ISSUES THAT MAY COME UP DURING A SHORT SALE TRANSACTION.

- 1) THE PROCESS WILL USUALLY TAKE A MINIMUM OF 30 - 60 DAYS AFTER THE LENDERS RECEIVES A FULL AND COMPLETE SHORT SALE PACKET AND THEY IMAGE IT TO THEIR SYSTEM. AGAIN THAT IS A MINIMUM, ALL PARTIES INVOLVED NEED TO HAVE PATIENCE WITH THIS PROCESS AS THE EXISTING LENDER WILL BE WORKING ON THEIR OWN TIME FRAME. THEY HAVE SEVERAL PROCESSES AND LEVELS OF APPROVAL THAT MUST BE OBTAINED IN ORDER FOR THIS TO BE A SUCCESSFUL TRANSACTION.
- 2) THE SELLER WILL BE RECEIVING NO CASH FROM THIS TRANSACTION. ANY REFUNDS THAT MAY COME UP EVEN AFTER THE CLOSE OF ESCROW ARE TO BE FORWARDED TO THE SHORT SALE LENDER.
- 3) ALL PARTIES HEREIN UNDERSTAND THAT THE LENDER MAY "COUNTER" CERTAIN TERMS OF THIS TRANSACTION AND THOSE TERMS WILL THEN NEED TO BE APPROVED BY BOTH BUYER AND SELLER. OFTEN TIMES A BUYER MAY BE ASKED TO PAY A FEE THAT WOULD TYPICALLY BE A SELLER FEE SUCH AS HOA DOCUMENT AND/OR TRANSFER FEES OR HOME PROTECTION PLANS. KNOWING THIS UPFRONT CAN MAKE IT EASIER TO ACCEPT THE TERMS WHEN THEY ARE COUNTERED BACK.
- 4) THE SELLERS ACCEPTANCE OF THIS OFFER IS DEEMED THEIR BELIEF THAT THE LENDER WILL ACCEPT THIS SHORT SALE OFFER HOWEVER; AGAIN, THE LENDER HAS FINAL APPROVAL. IT IS USUALLY NOT THE SALES PRICE THAT THE BANK IS LOOKING AT BUT MORE SO THE "NET PROCEEDS" AMOUNT THAT THEY WILL RECEIVE. THIS OFFER IS SUBJECT TO AN ACTUAL SHORT SALE ACCEPTANCE FROM SELLER'S LENDER.
- 5) UPON RECEIPT OF THE SHORT SALE ACCEPTANCE LETTER THE LENDER WILL ALSO PROVIDE A CLOSING DATE. THAT CLOSING DATE DEADLINE IS FIRM REGARDLESS OF ANY DATES PREVIOUSLY SET OUT ON THE ORIGINAL PURCHASE AGREEMENT. THERE WILL BE A MONETARY INCREASE PLACED ON THE BUYER'S TO COMPENSATE FOR ANY ADDITIONAL INTEREST OR FEES INCURRED BY THE LENDER FOR CLOSING AFTER THE REQUIRED DATE.

- 6) THE LENDER WILL USUALLY NOT PAY FOR APPRAISAL, HOME WARRANTY, AGENT TRANSACTION FEES CLEANING AND/OR REPAIRS.
- 7) BUYER MUST PAY FOR THEIR OWN APPRAISAL AND/OR ANY HOME INSPECTIONS UPFRONT.
- 8) IF APPLICABLE, SELLER HAS NOT BEEN ABLE TO PAY FOR THE COST OF MAINTAINING THE PROPERTY, THEREFOR THE BUYER WILL BEAR ANY COSTS AND/OR RESPONSIBILITY TO HAVE UTILITIES TURNED ON TO SATISFY ANY OF THE INSPECTIONS THE BUYER SHALL DEEM NECESSARY TO COMPLETE THEIR DUE DILIGENCE. BUYER WILL BE RESPONSIBLE FOR TURNING THE UTILITIES BACK OFF AFTER SAID INSPECTIONS ARE COMPLETED.
- 9) AS PER THE MLS, WE ARE OFFERING A 3% BUYER BROKER CO-OP FEE FROM A TOTAL COMMISSION OF NO LESS THAN 6% AGREED TO BY THE SELLER IN THE LISTING AGREEMENT. ANY REDUCTION IN THE TOTAL COMMISSION FEE SHALL BE SPLIT 50%/50% BETWEEN LISTING AND SELLING AGENT.

WE HAVE READ AND AGREE TO THE SHORT SALE DISCLOSURE. ANY CHANGES TO THE TOTAL COMMISSION RATE AND OR CLOSING COSTS WILL BE ANNOUNCED AT THE TIME OF FINAL APPROVAL FROM THE LENDER'S LOSS MITIGATION DEPARTMENT APPROVING THE SHORT SALE.

BUYER SIGNATURE

BUYER SIGNATURE

BUYERS AGENT SIGNATURE

X

SELLER SIGNATURE

X

SELER SIGNATURE

LISTING AGENT SIGNATURE

Nevada Real Estate Division

RESIDENTIAL DISCLOSURE GUIDE



I/We acknowledge that I/we have received a copy of the Residential Disclosure Guide.

DATE _____

Client — Print Name

X _____
Client — Signature

Client — Print Name

X _____
Client — Signature

Make copy of page for additional signatures.

Retain original or copy in each transaction file.

SHORT SALE
COUNTER OFFER

Re/Max Advantage, Inc.

Selling Brokerage

Dan Edginton

Listing Agent

Property Address: _____

Seller: _____

Buyer: _____

This Short Sale Counter will serve as an independent agreement and relates to the contract executed by the Buyer and Seller named above. It is expressly understood by all parties that the Seller owes more than the amount of the contract and may be unable to bring cash to closing therefore the sale will require the approval of the lender. All parties understand and agree to the following:

1. The contract is contingent upon the Lenders approval of the terms and the Seller receiving a full release of the liability. The Lender is being asked to accept less that what is owed.
2. After the Lender receives the short sale documents, the Lender may require a minimum of 60-90 business days to approve the short sale. Upon approval, the transaction must close within the Lender approved time frame, typically within 30 days.
3. If the Lender does not accept the price offered, they may counter the price and/or terms to what is acceptable to them at which time the Seller or Buyer may reject or counter the Lender.
4. Upon Buyer and Seller acceptance of contract escrow to be opened with a minimum of \$500.00 Earnest money Mickie Salgado of Ticor Title.
5. Buyer and Buyers agent understand and agree that upon acceptance the MLS will be updated to contingent status.
6. There will be no repairs to the property, it is conveyed in "as is" condition and neither the Seller nor the Lender will pay for any repairs or provide a home warranty to the Buyer.
7. If the property is subject to a Common Interest Community the Seller will incur the expense for any HOA demands and CIC documents as required by Nevada Law.
8. If the utilities are not on the Buyer may bear the cost of turning on any utilities necessary to satisfy the inspections required to complete the Buyers Due Diligence.
9. The Seller's broker will split the commission 50/50 with the buyer's broker. Please be aware that since the Lender is taking less than what is owed to them in a short sale, the Lender in some cases may negotiate a lower commission percentage. Any change to commission rate will be provided by the Lender at the time of the approval of the short sale.
10. The Seller agrees to maintain the property in the same or similar condition as the date of this agreement and shall be responsible for any material damage to the Property which shall include but is not limited to the residence and its fixtures or equipment.
11. The Sellers forgiven or cancelled debt may be taxable income and the Seller is advised to discuss this matter with a tax or legal professional. This has no bearing whatsoever on the Buyer.
12. In some cases the Lender may pursue a deficiency judgment against the Seller for any funds not collected at closing. This has no bearing whatsoever on the Buyer.

By signing below the parties acknowledge they have read and understood the disclosures above.

X _____
 Seller Date Buyer Date

X _____
 Seller Date Buyer Date

 Listing Agent Date Selling Agent Date



3RD PARTY AUTHORIZATION

Date _____

Property Address _____

Seller(s) _____

1st Mortgage Company _____ Loan # _____

2nd Mortgage Company _____ Loan # _____

To Whom It May Concern:

Please accept this as authorization to discuss any matters pertaining to the above reference loan(s) with my Real Estate Agent, My Escrow Officer, and or any employee at Ticor Title of Nevada, Inc.

This authorization, includes, but is not limited to; obtaining and verifying any and all mortgage loan information, payoff, arrearage, short sale status and reinstatement amounts as well as financial history. The information obtained is to be used for the purpose of facilitating the resolution of my foreclosure. By execution hereon, I acknowledge that I have made the choice to proceed with a short sale for the above referenced loan(s). **This Authorization has NO expiration date and is good for the life of the loan.**

Real Estate Agent Dan Edgington / Kristina Woolf Brokerage RE/MAX Advantage

Escrow Officer Mickie Salgado Title Company Ticor Title of Nevada, Inc.

Additional Authorized:
Short Sale Processing Department of Ticor Title of Nevada, Inc.

Nicole Capobianco
Sydney Jorde
April Hingada
Anna Kujala

Tracy Stowell
Earlene Johnson
Jessica Peterson
Wendy Cool

Authorized By: (Seller Signature(s))

X _____ SSN _____ DOB _____
X _____ SSN _____ DOB _____
_____ SSN _____ DOB _____
_____ SSN _____ DOB _____

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 _____
Property address _____

Do you currently occupy or have you ever occupied this property? YES NO

Effective October 1, 2011: A purchaser may not waive the requirement to provide this form and a seller may not require a purchaser to waive this form.

[Sec. 34(3), SB314, 2011 Leg. Session]

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:

Table with 3 columns: YES, NO, N/A. Rows include: Electrical System, Plumbing, Sewer System & line, Septic tank & leach field, Well & pump, Yard sprinkler system(s), Fountain(s), Heating system, Cooling system, Solar heating system, Fireplace & chimney, Wood burning system, Garage door opener, Water treatment system(s), Water heater, Toilet(s), Bathtub(s), Shower(s), Sink(s), Sauna / hot tub(s), Built-in microwave, Range / oven / hood-fan, Dishwasher, Garbage disposal, Trash compactor, Central vacuum, Alarm system, Smoke detector, Intercom, Data Communication line(s), Satellite dish(es), Other.

EXPLANATIONS: Any "Yes" must be fully explained. Attach explanations to form.

Empty box for providing explanations for "Yes" answers.

X 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? YES NO
- (b) Any structural defect? YES NO
- (c) Any construction, modification, alterations, or repairs made without required state, city or county building permits? YES NO
- (d) Whether the property is or has been the subject of a claim governed by NRS 40.600 to 40.695 (construction defect claims)? YES NO
(If seller answers yes, FURTHER DISCLOSURE IS REQUIRED)

2. Land / Foundation:

- (a) Any of the improvements being located on unstable or expansive soil? YES NO
- (b) Any foundation sliding, settling, movement, upheaval, or earth stability problems that have occurred on the property? YES NO
- (c) Any drainage, flooding, water seepage, or high water table? YES NO
- (d) The property being located in a designated flood plain? YES NO
- (e) Whether the property is located next to or near any known future development? YES NO
- (f) Any encroachments, easements, zoning violations or nonconforming uses? YES NO
- (g) Is the property adjacent to "open range" land? YES NO
(If seller answers yes, FURTHER DISCLOSURE IS REQUIRED under NRS 113.065)

3. Roof: Any problems with the roof? YES NO

4. Pool/spa: Any problems with structure, wall, liner, or equipment? YES NO N/A

5. Infestation: Any history of infestation (termites, carpenter ants, etc.)? YES NO

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? YES NO
- (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 Health? YES NO

7. Fungi / Mold: Any previous or current fungus or mold? YES NO

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? YES NO

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? YES NO

- (a) Common Interest Community Declaration and Bylaws available? YES NO
- (b) Any periodic or recurring association fees? YES NO
- (c) Any unpaid assessments, fines or liens, and any warnings or notices that may give rise to an assessment, fine or lien? YES NO
- (d) Any litigation, arbitration, or mediation related to property or common area? YES NO
- (e) Any assessments associated with the property (excluding property taxes)? YES NO
- (f) Any construction, modification, alterations, or repairs made without required approval from the appropriate Common Interest Community board or committee? YES NO

10. Any problems with water quality or water supply? YES NO

11. Any other conditions or aspects of the property which materially affect its value or use in an adverse manner? YES NO

12. Lead-Based Paint: Was the property constructed on or before 12/31/77? YES NO
(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 # _____ Revocable Permanent Cancelled

Use of community and domestic wells may be subject to change. Contact the Nevada Division of Water Resources for more information regarding the future use of this well.

14. Wastewater disposal: Municipal Sewer Septic System Other

15. This property is subject to a Private Transfer Fee Obligation? YES NO

EXPLANATIONS: Any "Yes" must be fully explained. Attach explanations to form.

X _____
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 his 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 his 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.

1. Except as otherwise provided in subsections 2 and 3:
 - (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 his agent shall serve the purchaser or his agent with the completed disclosure form.
 - (b) If, after service of the completed disclosure form but before conveyance of the property to the purchaser, a seller or his 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 his agent shall inform the purchaser or his 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 his agent without further recourse.
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.
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.
(Added to NRS by 1995, 842; A 1997, 349; 2003, 1339; 2005, 598)

X

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 to 11.206, inclusive, 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 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)

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 his 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 his agent informs the purchaser or his 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 his 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 his 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 his 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 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 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) and two (2) of this disclosure form is true and correct to the best of 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)).**

X Seller(s): _____ Date: _____

X 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 three (3) and four (4).

Buyer(s): _____ Date: _____

Buyer(s): _____ Date: _____

X _____
Seller(s) Initials

Buyer(s) Initials



PEST/CONSTRUCTION DEFECT/FUNGAL-MOLD DISCLOSURE

Property Address: _____

Seller Name(s): _____

Buyer Name(s): _____

Seller Name(s): _____

Buyer's Agent: _____

PEST DISCLOSURE As the seller I declare, by signing the appropriate _____ statement that the real property described above, to Seller's knowledge:

HAS had () () -OR- HAS NOT had () () a history of any infestation.

This disclosure and waiver serves to inform potential purchasers of real property in Southern Nevada that several pest/insects species (hereinafter "Pest") exist in Southern Nevada. Pests include but are not limited to scorpions (approximately 23 species including bark scorpions or centruroides excilicauda), spiders (including black widow and brown recluse) and termites. All potential buyers are recommended to gain a pest control report to verify the infestation and/or presence of pests. The potential buyer is informed that pests may inhabit any real property in Southern Nevada regardless of statements in the Seller's Real Property Disclosure Statement or information contained in a pest inspection report. The Buyer is aware that a pest inspection of any kind can vary in cost and quality. The Buyer makes the decision to purchase independent of the real estate broker(s) involved in the transaction and hereby agrees to hold Sellers Broker(s) and Licensee(s) in this transaction harmless and to defend and indemnify them from any claim, demand action or proceedings as a result of the presence or infestations of pest in or around the property. A list of available Pest Control Service providers is available in the Yellow Pages. (Item #5 SRPD)

CONSTRUCTION DEFECT DISCLOSURE : As the seller I declare, by initialing the appropriate

statement that the real property described above, to Seller's knowledge:

HAS been () () -OR- HAS NOT been () ()

the subject of a claim governed by NRS 40.600 to 40.695 inclusive, Actions Resulting from Constructional Defect.

(Item 1d SRPD)

NOTE: If property HAS Been declared by the seller to be the subject of Construction Defect please complete Construction Defect Disclosure and Waiver provided by GLVAR.

MOLD/FUNGAL CONTAMINANT DISCLOSURE-

:To the best of the Seller's knowledge, the real property

WAIVER
described above:

HAS () () HAS NOT () () had water damage.

In the event the Property has had water damage, the water damage

HAS () () HAS NOT () () been remedied.

To the best of the Seller's knowledge, the property described above:

HAS () () HAS NOT () () had MOLD.

In the event the Property has had MOLD, the MOLD:

HAS () () HAS NOT () () been remedied.

NOTICE: Fungal contaminants (molds) may exist in the Property of which the Seller is unaware. These contaminants generally grow places where there is excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. A professional home inspection may or may not disclose fungal contaminants. **BUYER'S DUTY to inspect:** Buyer hereby assumes responsibility to conduct whatever inspections Buyer deems necessary to inspect the Property for mold contamination. Companies able to perform such inspections can be found in the yellow pages under "Environmental and Ecological Services". It is agreed that in the event fungal contaminants are found to the extent that they are a material defect affecting the property, Seller(s) shall have the right to abate said findings allowing the transaction to continue. I sign this Disclosure with the understanding that if I have any questions or concerns I should consult with a professional of my choice. (Item 7 SRPD)

XX _____
Seller Date

Buyer Date

XX _____
Seller Date

Buyer Date

ADDENDUM TO LISTING AGREEMENT-SHORT SALE



This Addendum is hereby made a part of the Listing Agreement between _____ as Seller and _____ as Broker, dated _____ regarding the real property at _____ ("the Property").

1. Acknowledgement of Short Sale. Seller acknowledges that Broker has informed Seller that the current fair market value of the Property may be less than the amount of Seller's loan(s) and other debts against the property due and owing to one or more lender(s), lienholder(s) and/or others with a financial interest in the Property (collectively, "Lender"). This situation is called a "short sale." Lender may be willing to accept an amount less than what is owed on the Property. Seller understands that any sale of the Property will be contingent upon Lender approval, and the terms of such approval may not be known until Close of Escrow. Furthermore, such terms may or may not be favorable to the Seller. Seller acknowledges that Lender is not required or obligated to accept a short sale. **Broker has no control over Lender approval, or any act, omission or decision by any lender in the short sale process. Seller understands that Lender's approval may take several weeks or months to obtain, and Broker cannot guarantee the timeliness of Lender's review, approval or rejection.** Seller Initials X [____] [____]

2. Seller Options. Seller understands that there may be disadvantages to a short sale. Seller is advised to explore other options with Lender (and other appropriate professionals, such as attorneys, accountants, and qualified housing and credit counselors) such as loan modification or revised repayment plan; refinancing with Lender or another lender; bankruptcy; or voluntary deed-in-lieu of foreclosure. These options may have adverse consequences and the Seller must decide what option is best for his/her individual situation. If Seller decides to pursue another option, Seller agrees to immediately inform Broker. **Seller Initials** X [____] [____]

3. Consequences of Short Sale. A short sale may have legal, tax and credit consequences. A short sale may be reported to credit reporting agencies and may adversely affect Seller's credit score. Even if Lender agrees to a short sale, Lender may not agree to forgive the entire debt. Seller may be required to pay the difference as a personal obligation (judgment). Where a portion of a debt is forgiven, the relief of debt may be considered as taxable income. Lender may issue a 1099 form to Seller and provide that information to the Internal Revenue Service. Seller acknowledges that Broker cannot provide legal, tax or credit advice. **Therefore, Seller agrees to seek advice from an attorney, a certified public accountant or other professional regarding the credit, legal and tax consequences of a short sale.** Seller Initials X [____] [____]

4. Amount Owed. Seller agrees to cooperate with Broker, escrow and title companies and Lender to determine the amount of debt against the Property including, but not limited to, purchase money loans, home equity loans, homeowner association fees and/or fines, property taxes and other liens. Seller Initials X [____] [____]

5 Foreclosure. Seller understands that failure to make loan payments may result in foreclosure of the Property by Lender. Seller represents that a Notice of Default 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 Addendum, 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 of the Property, Seller will lose all rights and interest in the Property. Seller understands that Broker cannot stop a foreclosure.

Seller Initials [____] [____]X

6. Seller's Duties. Seller shall reasonably cooperate with Broker and Lender in the short sale process by providing documentation as may be required by Lender to review and approve the short sale request. Such documents may include (but are not limited to): current appraisal, tax returns, pay stubs, bank statements, financial statements, broker/agent authorization, medical records or other evidence of a financial hardship. Seller authorizes Broker to communicate with Lender regarding the details of Seller's loan and the approval of the short sale. Seller agrees to respond to Broker timely, completely and accurately. **Broker shall not verify any information provided by Seller and Seller agrees to defend, indemnify and hold Broker harmless for same.** Seller Initials [____] [____]X

7. Disclosure of Short Sale. Seller acknowledges that Broker is required by the rules and policies of the Multiple Listing Service to identify the Property listing as a short sale. Seller authorizes Broker to further disclose to prospective buyers and their agent(s) that the transaction is likely to be a short sale and the terms of the sale may be subject to Lender approval. Broker shall have no liability for any loss, damage or harm to the Seller from any such communication. **Seller Initials** [____] [____]X

8. Additional Terms. _____

All other terms of the Listing Agreement not modified by this Addendum shall remain the same. To the extent that any terms of this Addendum are in conflict with the Listing Agreement, this Addendum will control. **WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, SEEK COMPETENT LEGAL AND TAX COUNSEL BEFORE SIGNING.**

SELLER:

X Seller's Signature _____ Seller's SignatureX _____

Printed Name: _____ Printed Name: _____

Date: _____ Time: _____ Date: _____ Time: _____

BROKER:

Designated Licensee Signature _____ Date: _____

Printed Name: Dan Edgington

Broker's Signature _____ Date: _____

Printed Name: Tim Kuptz



REQUIREMENTS OF SELLER

By signing below I _____

Agree to the following conditions when listing my home with Re/Max Advantage. I will take FULL responsibility of cost, damage or non-compliance of all the following

I agree to:

- 1) Keep my HOA current and paid
- 2) Keep my assessments current and paid (SID/LID or special assessments)
- 3) Keep my property taxes current and paid
- 4) Keep my water, sewer, electric and trash bills current and paid
- 5) Maintain the yard myself or hire a service
- 6) Maintain the pool myself or hire a service
- 7) Maintain security of the house myself or hire a service if the house is vacant
- 8) If this Short Sale is approved and I cancel the transaction I agree to pay a \$300 doc storage fee payable to RE/MAX Advantage
- 9) Keep the property Insured (See note below)

X _____
Sign

Date

Often, home insurance companies will give you a window in which a house can be vacant, such as 30 days. After that, they may reserve the right to cancel your home insurance policy. Home insurers will often work with you if you have a special situation.

For example, if a homeowner is not living in the home and does not notify their insurance agent or company that the home is sitting vacant, any claim for property damage or liability under the homeowner's insurance policy could be excluded or constitute insurance fraud.

Please check with your insurance company on what your policy covers.

C



“Team” Addendum to Duties Owed

As part of the attached Duties Owed form, we hereby further disclose all members of the team promoted and known as The Edgington Group, RE/MAX Advantage.

Dan Edgington <i>Works with all clients</i>	Realtor / Property Manager Direct: 800-509-5803	Licensed
John Pope <i>Works with all clients</i>	Realtor Direct: 800-509-5803	Licensed
Kristina Woolf <i>Works with all clients</i>	Realtor Direct: 800-509-5803	Licensed
Cissy Bonifacio <i>Works with all clients</i>	Office Manager Direct: 800-509-5803	Not Licensed
Mike Stevens <i>Works with all clients</i>	Field Manager Direct: 800-509-5803	Not Licensed
Michelle Edgington <i>Works with all clients</i>	Office Coordinator Direct: 800-509-5803	Not Licensed
Kristi Alboro <i>Works with all clients</i>	Office Coordinator Direct: 800-509-5803	Not Licensed

The undersigned hereby acknowledge that the above are all members of The Edgington Group and can be reached through the office.

Owner 1

Date

Owner 2

Date

Owner 3

Date

STATEMENT OF INFORMATION
 CONFIDENTIAL INFORMATION FOR YOUR PROTECTION

Completion of this statement expedites your application for title insurance, as it assists in establishing identity, eliminating matters affecting persons with similar names and avoiding the use of fraudulent or forged documents. Complete all blanks (please print) or indicate "none" or "N/A." If more space is needed for any item(s), use the reverse side of the form. Each party (and spouse/domestic partner, if applicable) to the transaction should personally sign this form.

ESCROW NO.:

NAME AND PERSONAL INFORMATION

 First Name Middle/Maiden name Last Name
(If none, indicate)

Home Phone: _____ Business Phone: _____ Date of Birth: _____

Birthplace: _____ Social Security No.: _____ Driver's License No.: _____

List any other name you have used or been known by: _____

State of residence: _____ I have lived continuously in the U.S.A. since _____

Are you currently married? _____ If yes, complete the following information:

Date and place of marriage: _____

Spouse: _____
 First Name Middle/Maiden name Last Name
(If none, indicate)

Business Phone: _____ Date of Birth: _____ Birthplace: _____

Social Security No.: _____ Driver's License No.: _____

Are you currently a registered domestic partner? _____ If yes, complete the following information:

Domestic Partner: _____
 First Name Middle/Maiden name Last Name
(If none, indicate)

Home Phone: _____ Business Phone: _____ Date of Birth: _____

Birthplace: _____ Social Security No.: _____ Driver's License No.: _____

List any other name you have used or been known by: _____

State of residence: _____ I have lived continuously in the U.S.A. since _____

CHILDREN:

NAME	BORN	NAME	BORN
NAME	BORN	NAME	BORN
NAME	BORN	NAME	BORN

RESIDENCES (LAST 10 YEARS)

 Number & Street City From (date) to (date)

 Number & Street City From (date) to (date)

(If more space is required, use reverse side of form)

OCCUPATIONS/BUSINESSES (LAST 10 YEARS)

 Firm or Business name Address From (date) to (date)

 Firm or Business name Address From (date) to (date)

(If more space is required, use reverse side of form)

SPOUSE'S/DOMESTIC PARTNER'S OCCUPATIONS/BUSINESSES (LAST 10 YEARS)

 Firm or Business name Address From (date) to (date)

 Firm or Business name Address From (date) to (date)

(If more space is required, use reverse side of form)

PRIOR MARRIAGE(S)

Any prior marriages for either spouse? _____ If yes, complete the following:
Prior spouse's name: _____ Prior Spouse of Husband: _____
Marriage terminated by: Death ___ Divorce _____ Date of termination: _____

Prior spouse's name: _____ Prior Spouse of Husband: _____
Marriage terminated by: Death ___ Divorce _____ Date of termination: _____

(If more space is required, use reverse side of form)

PRIOR DOMESTIC PARTNERSHIP(S)

Any prior domestic partnerships for either person? _____ If yes, complete the following:
Prior partner's name: _____ Prior Partner: _____
Partnership terminated by: Death ___ Dissolution ___ Nullification ___ Termination ___
Date of termination: _____

Prior partner's name: _____ Prior Partner: _____
Partnership terminated by: Death ___ Dissolution ___ Nullification ___ Termination ___
Date of termination: _____

(If more space is required, use reverse side of form)

INFORMATION ABOUT THE PROPERTY

Buyer intends to reside on the property in this transaction: Yes ___ No ___

OWNER TO COMPLETE THE FOLLOWING ITEMS

Street Address of Property in this transaction: _____

The land is unimproved _____ ; or improved with a structure of the following type:
A Single or 1-4 Family _____ Condo Unit _____ Other _____

Improvements, remodeling or repairs to this property have been made within the past six months: Yes ___ No ___

If yes, have all costs for labor and materials arising in connection therewith been paid in full? Yes ___ No ___

Any current loans on property? _____ If yes, complete the following:

Lender: _____ Loan Amount: _____ Loan Date: _____

Lender: _____ Loan Amount: _____ Loan Date: _____

The undersigned declare, under penalty of perjury, that the foregoing is true and correct.

Executed on _____ at _____

X Signature: _____ Signature: X _____

(NOTE: IF APPLICABLE, BOTH SPOUSES/DOMESTIC PARTNERS MUST SIGN.)

THANK YOU

AFFIDAVIT OF "ARM'S LENGTH TRANSACTION"

Pursuant to a residential purchase agreement ("Agreement"), the parties identified below as "Seller(s)" and "Buyer(s)," respectively, are involved in a real estate transaction whereby the real property commonly known as _____ ("Property") will be sold by Seller(s) to Buyer(s).

_____ ("Lender") holds a deed of trust or mortgage against the Property. In order to complete the sale of the Property, Seller(s) and Buyer(s) have jointly asked Lender to discount the total amount owed on the loan which is secured by the deed of trust or mortgage. Lender, in consideration for the representations made below by Seller(s), Buyer(s), and their respective agents, agrees to a short sale on the express condition that Seller(s), Buyers, and their respective agents (including, without limitation, real estate agents, escrow agents, and title agents) each truthfully represents, affirms, and states as follows:

1. The purchase and sale transaction reflected in the Agreement is an "Arm's Length Transaction," meaning that the transaction has been negotiated by unrelated parties, each of whom is acting in his or her own self-interest, and that the sale price is based on fair market value of the Property. With respect to those persons signing this affidavit as an agent for either Seller(s), Buyer(s), or both, those agents are acting in the best interests of their respective principal(s).
2. No Buyer or agent of Buyer(s) agents is a family member or business associate of the Seller(s) or the borrower(s) or the mortgagee(s).
3. No Buyer or agent of Buyer(s) shares a business interest with the Seller(s) or the borrower(s) or the mortgagee(s).
4. There are no hidden terms or hidden agreements or special understandings between the Seller(s) and the Buyer(s) or among their respective agents which are not reflected in the Agreement or the escrow instructions associated with this transaction.
5. There is no agreement, whether oral, written, or implied, between the Seller(s) and the Buyers and/or their respective agents which allows the Seller(s) to remain in the property as tenants or to regain ownership of the Property at any time after the consummation of this sale transaction.
6. The Seller(s) shall not receive any proceeds from the sale of the Property reflected in the Agreement.

7. No agent of either the Seller(s) or the Buyer(s) shall receive any proceeds from this transaction except as is reflected in the final estimated closing statement which shall be provided to Lender for approval prior to the close of escrow.
8. Each signatory to this Affidavit expressly acknowledges that Lender is relying upon the representations made herein as consideration for discounting the payoff on the loan(s) which is/are secured by a deed of trust or mortgage encumbering the Property.
9. Each signatory to this Affidavit expressly acknowledges that any misrepresentation made by him or her may subject him or her to civil liability.

I declare under penalty of perjury under the laws of the State of _____ that all statements made in this Affidavit are true and correct.

Additionally, I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly and willfully make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

All signatures to the affidavit must be notarized. The affidavit may be included with the sales contract, an addendum, or other pre-closing or closing documents as long as all signatures are obtained before or at the time of closing.

(Seller) Date
Print Name _____

(Seller) Date

(Notary Public) Date Print Name
Name Of Notary: _____

(Notary Public) Date
Name Of Notary: _____

My commission Expires: _____

My commission Expires: _____

(Buyer) Date
Print Name _____

(Buyer) Date
Print Name _____

(Notary Public) Date
Name Of Notary: _____
My commission Expires: _____

(Notary Public) Date
Name Of Notary: _____
My commission Expires: _____

(Seller's Agent) Date
Print Name & Company _____

(Buyer's Agent) Date
Print Name & Company _____

(Notary Public) Date
Name Of Notary: _____
My commission Expires: _____

(Notary Public) Date
Name Of Notary: _____
My commission Expires: _____

(Transaction Facilitator) Date
Print Name _____

(Escrow/Closing/Title Agent) Date
Print Name _____

(Notary Public) Date
Name Of Notary: _____
My commission Expires: _____

(Notary Public) Date
Name Of Notary: _____
My commission Expires: _____

STATE OF _____)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal) Signature _____

STATE OF _____)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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Signature _____