

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

LCB File No. R205-01

Effective July 18, 2002

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

AUTHORITY: §1, NRS 489.7152.

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

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

LISTING AGREEMENT

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

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

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

<i>STOVE</i>	<i>REFRIGERATOR</i>	<i>FREEZER</i>	<i>DISPOSAL</i>	<i>LANDSCAPE WATERING</i>	<i>SKIRTING</i>
<i>YES NO</i>	<i>YES NO</i>	<i>YES NO</i>	<i>YES NO</i>	<i>YES NO</i>	<i>YES NO</i>
<i>FURNITURE INCLUDED AS LISTED BELOW AND/OR ON ADDENDUM LIST</i>					
<i>ATTACHED:</i>					
<i>OTHER:</i>					

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

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

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

4. ACCESS AND LOCKBOX: Unless otherwise stated in this agreement, Owner authorizes Dealer to install and use on the property a lockbox containing a key to the property. Owner acknowledges that a lockbox and any other key left with or available to Dealer will permit access to the property by Dealer or any other Dealer, with or without potential Purchasers, even when Owner or Occupant are absent. If someone other than Owner occupies the property, Owner will provide to Dealer the name and phone number of any Occupant. Owner acknowledges that neither Dealer's agent nor subagent is insuring Owner or Occupant against theft or vandalism resulting from such access. Owner authorizes Dealer to place appropriate signs on the property and to advertise from time to time at Dealer's discretion.

Lock Box #_____.

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

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

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

8. AGENCY RELATIONSHIPS: Owner understands that Dealer or his licensed representative will act as Owner's agent with respect to this agreement. Owner understands that Dealer may also represent a Purchaser who wishes to purchase the property of Owner. In that event, Dealer would be serving as the agent for both Owner and potential Purchaser. Owner acknowledges that he does not want to limit the range of possible Purchasers, and therefore, Owner agrees to work with Dealer to resolve any potential agency conflicts that may arise.

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

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

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

12. NEVADA LAW: Nevada law governs this agreement.

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

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

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

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

as on the day of closing. Any money remaining in Dealer's trust account will be paid to Owner.

Seller's Initials _____

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

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

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

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

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

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

**NOTICE OF ADOPTION OF PROPOSED REGULATION
LCB File No. R205-01**

On June 13, 2002, the Manufactured Housing Division of the Nevada Department of Business and Industry adopted regulations assigned LCB File Nos. R203-01, R204-01, and R205-01 which pertain to Chapter 489 of the Nevada Administrative Code. A copy of the regulations as adopted is attached hereto.

Notice date: April 10, 2002
Hearing date: May 20, 2002

Date of adoption by agency: June 13, 2002
Filing date: June 18, 2002

ADOPTION OF REGULATION

LCB File Nos. R203-01, R204-01, R205-01

Pursuant to Nevada Revised Statutes 233B, the Manufactured Housing Division proposed changes to Nevada Administrative Code chapter 489. Required notices were posted and mailed for a workshop held on May 20, 2002. Required notices were posted and mailed for a hearing held on May 20, 2002, in Las Vegas and in Carson City (teleconference). Small businesses were consulted regarding the impact of the changes.

Pursuant to NRS 489.211 the Administrator hereby adopts the permanent regulations assigned LCB File Nos. R203-01, R204-01, R205-01. Written comments received and oral comments made at the workshops and hearings have been considered. A copy of the regulations as adopted is attached hereto.

INFORMATIONAL STATEMENT

The following statement is submitted for adopted amendments and additions to Nevada Administrative Code (NAC) 489

1. A description of how public comment was solicited, a summary of public response, and an explanation of how other interested persons may obtain a copy of the summary.

On April 10, 2002, the Division mailed a notice of Workshop to Solicit Comments on Proposed regulations to affected small businesses as required by law and to those individuals or entities requesting notice of proposed regulations. On April 10, 2002, the Division mailed Notice of Intent to Act Upon A Regulation to affected small businesses as required by law and to those individuals or entities requesting notice of proposed regulations.

However, the Division also posted the above-referenced notices for public review and comment at:

- a. Manufactured Housing Division 2501 East Sahara Avenue, Suite 204, Las Vegas, Nevada 89104;
- b. Manufactured Housing Division, 59 East Winnie Lane, Carson City, Nevada 89701;
- c. Department of Business and Industry, 788 Fairview Drive, Carson City, Nevada 89701;
- d. Office of the Attorney General, 100 North Carson Street, Carson City, Nevada 89701;
- e. Office of the Attorney General, 555 East Washington Avenue, Suite 3900, Las Vegas, Nevada 89101;
- f. Washoe County Library, 301 South Center Street, Reno, Nevada 89701;
- g. Carson City Library, 900 South Center Street, Carson City, Nevada 89701;
- h. Clark County Library, 833 Las Vegas Blvd. North, Las Vegas, Nevada 89101.

In addition, the Division mailed copies of the Notice of Intent to Adopt Regulation (which invited public comment) to the Carson City Library, the Churchill County Library, the Las Vegas Library, the Douglas County Library, the Elko County Library, the Goldfield Public Library, the Eureka Branch Library, the Humboldt County Library, the Lincoln County Library, the Lyon County Library, the Mineral County Library, the Tonopah Public Library, the Pershing County Library, the Storey County Library, the Washoe County Library, the White Pine County Library, and the Battle Mountain Branch Library.

In addition, a hearing was held on May 20, 2002, wherein members of the public and affected businesses were invited to speak.

The oral and written comments centered on the following areas of concern:

- a. The regulations do not provide enough consumer protection because consumers will not read the contracts due to length, walk-through requirements are not stringent enough and arbitration clause should be clarified;
- b. The regulations should not be required of Limited Dealers because their current forms used for real estate sales and multiple listing services are more comprehensive and causes duplication of work for Limited Dealers;
- c. The regulations should not be required of corporate and other dealers who utilize their own contract formats in Nevada and other states where they conduct business;
- d. In the New Home Contract (R203-01) the seller line should be omitted because there is no seller to sign other than the dealer who represents the manufacturer;

e. A statement requiring the buyer to obtain park approval where applicable should be added to the New Home Contract (R203-01).

A copy of the written comments may be obtained by calling Jerry Holmes, Manufactured Housing Division, (702) 486-4115, or by writing to Mr. Holmes at the Manufactured Housing Division, 2501 East Sahara Avenue, Suite 204, Las Vegas, Nevada 89104.

2. The number of persons who:

a. Attended each hearing: The May 20, 2002 Workshop was attended by 16 people; the May 20, 2002 Public Hearing was attended by 21 people.

b. Testified at each hearing: At the May 20, 2002 Workshop, 6 people testified; at the May 20, 2002 Public Hearing, there was no additional testimony, however the Administrator of the Division ruled that all testimony at the Workshop would be included in the official record of the hearing.

c. Submitted to the agency written comments: Written comments were received from Marshall Schultz, Brent Tyler, Gub Mix (Nevada Manufactured Housing Association), Oakwood Acceptance Corp., Michael Cirac, Jan Baldwin Realty.

3. A description of how comment was solicited from affected businesses, a summary of their response, and an explanation of how interested persons may obtain a copy of the summary.

The Division mailed the notices for the workshop held on May 20, 2002, to all manufactured housing dealer and limited dealers, within the State of Nevada as well as and persons on the list maintained by the Division interested in receiving a notice of hearings on regulations that affect the Manufactured Housing Division. Said notices requested comments in writing and invited business owners to attend the workshops. The notice for the public hearing scheduled on May 20, 2002, was also mailed to all dealers and limited dealers within the State of Nevada as well as persons on the list of interested parties and also requested written comment and invited business owners to the public hearing. In addition, the workshop notices and the public hearing notice were posted as specified in #1 above. In addition, if dealers notified the Division that they had an attorney, a copy of the notices was mailed to the attorney. General comments received are listed in section number one of this statement.

A copy of the written comments may be obtained by calling Jerry Holmes, Manufactured Housing Division, (702) 486-4115, or by writing to Mr. Holmes at the Manufactured Housing Division, 2501 East Sahara Avenue, Suite 204, Las Vegas, Nevada 89104.

4. If the regulation was adopted without changing any part of the proposed regulation, a summary for the reasons for adopting the regulation without change.

The Division made multiple changes to the regulation after the initial draft after it carefully considered the concerns of the members of the Nevada Manufactured Housing Association

which is made up of dealers, manufacturers and other licensees. The draft prepared by the Legislative Counsel Bureau reflected the changes made by the Division. The only changes made to the draft prepared by the Legislative Counsel Bureau can be found in the following:

- R203-01 page 4 delete seller signature lines; page 17 insert new number 9 for approval of tenancy in a park; on page 18 renumber numbers 9 & 10 following to numbers 10 & 11; page 18 delete second blank line for "Directions" at bottom of page;
- R204-01 no changes;
- R205-01 page 3 split cell delete "water heater" & add #BDRMS & #BATHS; split cell delete "gas" "electric" and leave blank; delete "storm protection" and insert "water heater"; delete "yes and no" insert "gas" and "elect".

No other changes were made to the draft prepared by the Legislative Counsel Bureau as the Division had already made major revisions based upon public and business comment prior to submission to the Legislative Counsel Bureau.

5. The estimated economic effect of the adopted regulation on the businesses that it is to regulate and on the public. These must be stated separately, and each case must include:

- a. Both adverse and beneficial effects; and**
- b. Both immediate and long-term effects.**

ADVERSE EFFECTS ON THE PUBLIC: There are no anticipated adverse effects on the public as the regulation seeks to standardize contracts in sales transactions.

ADVERSE EFFECTS ON BUSINESSES: The economic impact will be minimal because dealers already use printed non-standardized contracts and switching to contracts adopted by the regulations will not be onerous. The Division will further reduce the impact on business by providing electronic means of reproducing the forms adopted by the regulation

BENEFICIAL EFFECTS ON BUSINESSES AND THE PUBLIC: Standardized contracts will benefit both because it provides full disclosure and itemization, which should help resolve contract disputes.

6. The estimated cost to the agency for enforcement of the adopted regulation.

There will be no additional costs of enforcing the regulations because staff is currently in place to enforce them.

7. A description of any regulations of other state or government agencies that the proposed regulation overlaps or duplicates, and a statement explaining why the duplication or overlapping is necessary. If the regulation overlaps or duplicates a federal regulation, the name of the regulating federal agency.

The regulation does not duplicate, and is not more stringent than existing state or federal laws. The Division does not believe that the regulation is more stringent than local laws.

8. If the regulation includes provisions that are more stringent than a federal regulation that regulates the same activity, a summary of such provisions.

The regulation does not include provisions that are more stringent than a federal regulation that regulates the same activity.

9. If the regulation provides a new fee or increases an existing fee, the total amount the agency expects to collect and the manner in which the money will be used.

This regulation does not provide or involve a new fee, and hence since no fee is involved, there is not a total amount expected to be collected or used.