

LCB File No. R205-01

**PROPOSED REGULATION OF THE
MANUFACTURED HOUSING DIVISION OF
THE DEPARTMENT OF BUSINESS AND INDUSTRY**

EXPLANATION: Matters in *italics* are new; matters in brackets [] is material to be omitted

Purpose: To establish form for listing contracts to be used for sale of manufactured home, mobile home or commercial coach.

Authority: NRS 489.7152

Address of Agency: 2501 East Sahara Avenue, Suite 204, Las Vegas, Nevada 89104;
Telephone Number of Agency (702) 486-4135; Facsimile Number of Agency (702) 486-4576. Jerry Holmes, Investigator, at extension 269, is the Agency contact person
Chapter 489 of NAC is hereby amended by adding thereto the provisions set forth as suggested sections 489.230, 489.231 and 489.232 of this regulation.

Section 489.232 (suggested). *Form of listing contract for sale of a used manufactured home, mobile home or commercial coach. The following form of listing contract for sale of a used manufactured home, mobile home or commercial coach must be used in any sale of a used manufactured home, mobile home or commercial coach. A licensee who fails to comply with this section is subject disciplinary action by the division pursuant to NRS 489.381:*

LISTING AGREEMENT

1. **THE PROPERTY:** For the purpose of this agreement, the property is personal property in _____ County, Nevada, plus all fixtures and improvements thereon, described as follows:

YEAR/MANUF	MANUFACTURER	SERIAL #	TITLED SIZE	LISTING DATE
OWNER NAME(S) ON TITLE				PHONE #
PARK	SPACE #	SPACE RENT	PARK CONTACT	
CHILDREN ALLOWED YES NO	PETS ALLOWED YES NO	PARK RESTRICTIONS & REQUIREMENTS		
ADDRESS		CITY	STATE	ZIP
LIENHOLDER		PHONE #	ACCOUNT #	LIEN BALANCE
LIENHOLDERS ADDRESS		CITY	STATE/ZIP	
ORIGINAL TITLE LOCATION		DATE TITLE SEARCH		

Except as provided below and in section #20, the property includes all existing fixtures, heating/cooling equipment; built-in appliances attached light fixtures and ceiling fans, towel, curtain and drapery rods, draperies and other window coverings; attached carpeting, fireplace equipment, tv antennas, attached plant watering, fire suppression and misting systems; water treatment systems, smoke detectors, fire warning systems, security systems; window, door & sun screens, storm windows/ doors, storage sheds and fencing.

THE FOLLOWING CIRCLED ITEMS SPECIFICALLY INCLUDED IN GOOD WORKING ORDER:

WATER HEATER		FURNACE		COOLING		AWNING(S)/CARPORT	
GAS	ELEC	GAS	ELEC	A/C	EVAP COOL	YES	NO # _____
PORCH(S)/DECK(S)		SHED(S)		STORM		WASHER	DRYER
YES	NO # _____	YES	NO # _____	SCREENS	DOORS	YES	NO
RANGE		REFRIG	FREEZER	DISPOSAL	WATERING SYSTEM	SKIRTING	
YES	NO	YES	NO	YES	NO	YES	NO

FURNITURE INCLUDED AS LISTED BELOW AND/OR ON ADDENDUM LIST ATTACHED:

OTHER:					

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 (listing) and Dealer's promise to attempt to effect a sale of this property described above, I, or we, as Owner(s), employ and grant Dealer the exclusive right commencing on _____ 20__ and ending at 11:50pm on _____ 20__, to sell or exchange the property described above.

Initials/Date: _____/_____ Dealer _____/_____ Seller

3. **PRICE:** The listing price will be _____. The selling price will be the price offered by purchaser and accepted by the Owner, to be paid as described herein, in terms as accepted by Owner. The Owner requires the 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 keys left with or available to Dealer will permit access to the property by Dealer or any other Dealer, with or without potential purchases, even when Owner and occupant are absent. If someone other than the Owner occupies the property, Owner will provide to the Dealer the occupant's name and phone number. Owner acknowledges that neither the Dealer agent nor sub agent 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 at Dealer's discretion from time to time. Lock Box # _____.

5. **COMMISSIONS:** If Dealer produces a ready willing and able purchaser in accordance with the listing, or if a sale or exchange of the property is made by Owner or through any other agent, or otherwise, during the term of this agreement, Owner agrees to pay the Dealer a commission of _____. Seller agrees to pay Dealer a brokerage fee for costs of verified services rendered not to exceed \$1,500.00 if this agreement is cancelled by the Seller for any reason not included as a part of this agreement during the term of this agreement.

6. **AFTER EXPIRATION** of this agreement, the same commission will be payable if a sale is made within 90 days of the expiration of this agreement, by Owner, to any person to whom the property has been shown during the term of this agreement.

7. **ERNEST DEPOSIT:** Owner authorizes Dealer to accept earnest deposits on behalf of Owners and to issue receipts for such earnest deposits. If any earnest deposit is forfeited it will be equally divided 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 buyer who wishes to purchase property. In that event, Dealer would be serving as the agent for both Owner and potential purchaser. Owner acknowledges that he/she does not want to limit the range of possible purchases, therefore Owner agrees to work with Dealer to resolve any potential agency conflicts that may arise.

9. **ATTORNEY 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 all other related expenses. Additionally, if Dealer is successful in collecting any commission without commencing any action or proceeding, Owner agrees to pay such Dealer's reasonable attorney fees and costs.

10. **WARRANTIES BY OWNER ON THE SALE OF THE PROPERTY:**

11. **CONDITION OF PROPERTY:** Except as otherwise provided in this agreement, Owner warrants that, at the time of possession by a 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 Listing. Owner agrees to maintain and repair the property, as necessary, to fulfill the warranties described in this paragraph. Prior to the closing, Owner will grant the purchaser or purchaser's representatives reasonable access to enter and inspect the property for the purpose of satisfying purchaser that the property is as warranted by Owner.

12. **INFORMATION:** Owner understands Dealer will be passing on information. Owner warrants information given to Dealer to be true

13. **NEVADA LAW:** Nevada Law shall govern this contract.

14. **INDEPENDENT ELEMENTS.** Seller and dealer agree that each portion of this contract is independent and if any portion violates the law and is unenforceable, the rest of the contract will be valid

Initials/Date: _____/_____/_____ Dealer _____/_____/_____ Seller

