

# IN THE SUPREME COURT OF THE STATE OF NEVADA

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Feb 13 2024 08:37 AM  
Elizabeth A. Brown  
Clerk of Supreme Court

MARIO ACCOMANDO,  
Appellant(s),

vs.

GEORGEANN ROSE ACCOMANDO,  
Respondent(s),

Case No: D-21-628915-D

Docket No: 87888

# RECORD ON APPEAL VOLUME 4

**ATTORNEY FOR APPELLANT**  
MARIO ACCOMANDO, PROPER PERSON  
8546 PROCYON ST.  
LAS VEGAS, NV 89139

**ATTORNEY FOR RESPONDENT**  
MARIA L. MILANO, ESQ.  
3655 PEPPER LANE, STE 102  
LAS VEGAS NV 89120

D-21-628915-D      Georgann Rose Accomando, Plaintiff vs. Mario Accomando,  
Defendant.

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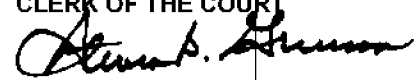
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**EXH**  
MARIA L. MILANO, ESQ.  
Nevada State Bar No. 7121  
REZA ATHARI & ASSOCIATES, PLLC.  
3365 Pepper Lane, Suite 201  
Las Vegas, NV 89120  
(702) 727-7777 tel (702) 458-8508 fax  
[mariamilano@atharilaw.com](mailto:mariamilano@atharilaw.com)  
Attorney for Plaintiff, GEORGANN ACCOMANDO

**DISTRICT COURT FAMILY DIVISION  
CLARK COUNTY, NEVADA**

GEORGANN ACCOMANDO,	)	CASE NO: D-21-628915-D
Plaintiff,	)	DEPT: M
	)	
Vs.	)	
	)	
MARIO ACCOMANDO,	)	
Defendant.	)	
_____	)	

**PLAINTIFF'S EXHIBIT APPENDIX**

Comes now, Plaintiff, GEORGANN ACCOMANDO, by and through her attorney of record, MARIA L. MILANO, ESQ., of REZA ATHARI & ASSOCIATES, PLLC; and hereby submits the following Exhibits in support of Plaintiff's Motion for an Order to Show Cause Regarding Contempt and the Imposition of Sanctions for Defendant's Failure to Comply with Terms of Decree of Divorce.

Plaintiff understands the Exhibits are not considered substantive evidence in Plaintiff's case until formally admitted into evidence. These exhibits have been uploaded via FCEvidence.

No:	EXHIBIT/ DOCUMENT	Bates No(s).	OFFER	OBJ	ADMIT
1	Chase Bank Account statement for Account No. xxxxx7601 for the month of March, 2022.	PLTFSCMOT 0001 – PLTFSCMOT 0002			

2	Listing documents and Quitclaim Deeds mailed to Defendant on July 6, 2022.	PLTFSCMOT 0003 - PLTFSCMOT 000			
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DATED this 30th day of August, 2022.

**REZA ATHARI & ASSOCIATES**

BY: MARIA L. MILANO, ESQ. /s/

**MARIA L. MILANO, ESQ.**

Nevada Bar No. 7121

3365 Pepper Lane, Suite 102

Las Vegas, Nevada 89120

Attorneys for Plaintiff,

GEORGANN ACCOMANDO

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**EXHIBIT "1"**

Chase Bank Account statement for Account No. xxxxx7601 for the month of March, 2022, Bates Nos. PLTFSCMOT0001 - PLTFSCMOT0002



JPMorgan Chase Bank, N.A.  
P O Box 182051  
Columbus, OH 43218 - 2051

February 18, 2022 through March 15, 2022  
Account Number: **17801**

00017801 DRE 703 143 07522 NNNNNNNNNN T 1 00000000 11 0000

NINA ACCOMANDO  
BY MARIO ACCOMANDO NUTMA  
8548 PROCVON ST  
LAS VEGAS NV 89139

#### CUSTOMER SERVICE INFORMATION

Web site: [Chase.com](https://www.chase.com)  
Service Center: **1-800-635-6935**  
Deaf and Hard of Hearing: **1-800-242-7383**  
Para Español: **1-877-312-4273**  
International Calls: **1-713-262-1679**



#### SAVINGS SUMMARY

Chase Premier Savings

	AMOUNT
Beginning Balance	\$86,327.35
Deposits and Additions	661.50
Ending Balance	\$86,988.85
Annual Percentage Yield Earned This Period	0.01%
Interest Paid This Period	\$0.50
Interest Paid Year-to-Date	\$1.60

Interest paid in 2021 for account 000003738187801 was \$1.23.

You could earn an even higher interest rate on your Chase Premier Savings account if you link it to a qualifying checking account. Visit any of our branches for details or call us at the telephone number on your statement.

#### TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$86,327.35
03/03	SSA Treas 310 Xcsoc Soc PPD ID: 3039	661.00	86,988.35
03/15	Interest Payment	0.50	86,988.85
	Ending Balance		\$86,988.85

A monthly Service Fee was not charged to your Chase Premier Savings account. You can continue to avoid this fee during any statement period by keeping a minimum daily balance in your account of \$16,000.00 or more. (Your minimum daily balance was \$86,327)



February 16, 2022 through March 15, 2022  
Account Number: 7601

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:** Call us at 1-888-584-2262 or write us at the address on the front of this statement (non-personal accounts contact Customer Service) immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.  
For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

**IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS:** Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account. Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC.



JPMorgan Chase Bank, N.A. Member FDIC

**EXHIBIT "2"**

Chase Bank Account statement for Account No. xxxxx7601 for the month of March, 2022, Bates Nos. PLTFSCMOT0003 - PLTFSCMOT0105



Assessor's Parcel No. 177-22-411-025

WHEN RECORDED MAIL TO:

Reza Athari & Associates  
C/O Georgann Accomando  
626 9<sup>th</sup> Street  
Las Vegas, Nevada 89101

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

**QUITCLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS THAT:

Pursuant to Divorce Decree filed in the Eighth Judicial District Court, Family Division, case number D-21-628915-D, MGN Trust, dated January 11, 2016, referred to as "Grantors", do hereby quitclaim unto "Grantee" GEORGANN ROSE REGIRO, a single woman, all the right, title, and interest in and to the following lands and property, together with all improvements located thereon, lying in the State of Nevada; County of Clark, to wit:

LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"

IN WITNESS WHEREOF, this deed was executed by the undersigned on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

MARIO ACCOMANDO, Trustee

GEORGANN ROSE REGIRO, Trustee  
f/k/a GEORGANN ACCOMANDO

Assessor's Parcel No. 177-22-411-025

ACKNOWLEDGMENT

STATE OF NEVADA       )  
                              : ss.  
COUNTY OF CLARK       )

This instrument was acknowledged before me on \_\_\_\_\_ by  
MARIO ACCOMANDO, personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the person whose name is subscribed to this instrument and he  
executed the same in his authorized capacity on behalf of the entity upon which the he  
acted.

\_\_\_\_\_  
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF NEVADA       )  
                              : ss.  
COUNTY OF CLARK       )

This instrument was acknowledged before me on \_\_\_\_\_ by  
GEORGANN ROSE REGIRO, personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the person whose name is subscribed to this instrument and he  
executed the same in his authorized capacity on behalf of the entity upon which the he  
acted.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Grantor(s) Name and Address:  
MGN Trust, dated January 11, 2016  
8546 Proyon Avenue  
Las Vegas, Nevada 89139

\_\_\_\_\_  
Grantee(s) Name and Address:  
GEORGANN ROSE REGIRO  
626 9<sup>th</sup> Street  
Las Vegas, Nevada 89101

\_\_\_\_\_  
SEND TAX STATEMENTSTO  
GRANTEE(S) \_\_\_\_\_

**EXHIBIT "A"**

Assessor's Parcel No: 177-22-411-025

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE COUNTY OF CLARK AND STATE OF NEVADA BEING KNOWN AND DESIGNATED AS FOLLOWS:

**PARCEL 1:**

LOT ONE (1) IN BLOCK TWO (2) OF BERMUDA/SERENE, (A COMMON INTEREST COMMUNITY), AS SHOWN BY MAP THEREOF ON FILE IN BOOK 76 OF PLATS, PAGE 70 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

**PARCEL II:**

TOGETHER WITH AND RESERVING THEREFROM, A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF SAID SUBDIVISION AS SHOWN AS PRIVATE DRIVES AND COMMON AREA.

**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number(s)**

- a. 177-22-411-025  
b. \_\_\_\_\_  
c. \_\_\_\_\_  
d. \_\_\_\_\_

**2. Type of Property:**

- a. ☐ Vacant Land      b. ☐ Single Fam. Res.  
c. ☒ Condo/Twnhse      d. ☐ 2-4 Plex  
e. ☐ Apt. Bldg      f. ☐ Comm'l/Ind'l  
g. ☐ Agricultural      h. ☐ Mobile Home  
Other \_\_\_\_\_

**FOR RECORDERS OPTIONAL USE ONLY**

Book \_\_\_\_\_ Page: \_\_\_\_\_  
Date of Recording: \_\_\_\_\_  
Notes: \_\_\_\_\_

- 3.a. Total Value/Sales Price of Property \$ -0-  
b. Deed in Lieu of Foreclosure Only (value of property ( \_\_\_\_\_ )  
c. Transfer Tax Value: \$ -0-  
d. Real Property Transfer Tax Due \$ -0-

**4. If Exemption Claimed:**

- a. Transfer Tax Exemption per NRS 375.090, Section 06  
b. Explain Reason for Exemption: Transfer between spouses in compliance with a  
divorce decree

**5. Partial Interest: Percentage being transferred: 100 %**

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION**  
**(REQUIRED)**

Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_

**BUYER (GRANTEE) INFORMATION**  
**(REQUIRED)**

Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_

**COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)**

Print Name: \_\_\_\_\_ Escrow # \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED



Office of the County Recorder  
Debbie Conway  
Recorder

**Real Property Transfer Tax Table (Effective 10/01/03)**

TAXABLE VALUE		TRANSFER	LUE	TAX	TRANSFER	TAX
0	100	NONE	25,001	25,500	50,0	50,500
101	500	2.55	25,501	26,000	50,5	51,000
501	1,000	5.10	26,001	26,500	51,0	51,500
1,001	1,500	7.65	26,501	27,000	51,5	52,000
1,501	2,000	10.20	27,001	27,500	52,0	52,500
2,001	2,500	12.75	27,501	28,000	52,5	53,000
2,501	3,000	15.30	28,001	28,500	53,0	53,500
3,001	3,500	17.85	28,501	29,000	53,5	54,000
3,501	4,000	20.40	29,001	29,500	54,0	54,500
4,001	4,500	22.95	29,501	30,000	54,5	55,000
4,501	5,000	25.50	30,001	30,500	55,0	55,500
5,001	5,500	28.05	30,501	31,000	55,5	56,000
5,501	6,000	30.60	31,001	31,500	56,0	56,500
6,001	6,500	33.15	31,501	32,000	56,5	57,000
6,501	7,000	35.70	32,001	32,500	57,0	57,500
7,001	7,500	38.25	32,501	33,000	57,5	58,000
7,501	8,000	40.80	33,001	33,500	58,0	58,500
8,001	8,500	43.35	33,501	34,000	58,5	59,000
8,501	9,000	45.90	34,001	34,500	59,0	59,500
9,001	9,500	48.45	34,501	35,000	59,5	60,000
9,501	10,000	51.00	35,001	35,500	60,0	60,500
10,001	10,500	53.55	35,501	36,000	60,5	61,000
10,501	11,000	56.10	36,001	36,500	61,0	61,500
11,001	11,500	58.65	36,501	37,000	61,5	62,000
11,501	12,000	61.20	37,001	37,500	62,0	62,500
12,001	12,500	63.75	37,501	38,000	62,5	63,000
12,501	13,000	66.30	38,001	38,500	63,0	63,500
13,001	13,500	68.85	38,501	39,000	63,5	64,000
13,501	14,000	71.40	39,001	39,500	64,0	64,500
14,001	14,500	73.95	39,501	40,000	64,5	65,000
14,501	15,000	76.50	40,001	40,500	65,0	65,500
15,001	15,500	79.05	40,501	41,000	65,5	66,000
15,501	16,000	81.60	41,001	41,500	66,0	66,500
16,001	16,500	84.15	41,501	42,000	66,5	67,000
16,501	17,000	86.70	42,001	42,500	67,0	67,500
17,001	17,500	89.25	42,501	43,000	67,5	68,000
17,501	18,000	91.80	43,001	43,500	68,0	68,500
18,001	18,500	94.35	43,501	44,000	68,5	69,000
18,501	19,000	96.90	44,001	44,500	69,0	69,500
19,001	19,500	99.45	44,501	45,000	69,5	70,000
19,501	20,000	102.00	45,001	45,500	70,0	70,500
20,001	20,500	104.55	45,501	46,000	70,5	71,000
20,501	21,000	107.10	46,001	46,500	71,0	71,500
21,001	21,500	109.65	46,501	47,000	71,5	72,000
21,501	22,000	112.20	47,001	47,500	72,0	72,500
22,001	22,500	114.75	47,501	48,000	72,5	73,000
22,501	23,000	117.30	48,001	48,500	73,0	73,500
23,001	23,500	119.85	48,501	49,000	73,5	74,000
23,501	24,000	122.40	49,001	49,500	74,0	74,500
24,001	24,500	124.95	49,501	50,000	74,5	75,000
24,501	25,000	127.50				

Note: To calculate a value over \$100,000.00, add the value over \$100,000.00 to the amount already determined for the \$100,000.00 value, i.e., if the value is \$233,333.00 the calculation would be as follows:  
\$510.00 + 510.00 + 170.85 = \$1,190.85



**Office of the County Recorder**  
**Debbie Conway**  
**Clark County Recorder**

## **Real Property Transfer Tax Exemptions**

<b>Exemption Number</b>	<b>SUMMARY EXPLANATION (For complete text refer to NRS 375.090)</b>
1 *	Transfer between affiliated business entities with identical common ownership OR between parent and direct subsidiary companies. <a href="#">Click here for Guidelines</a>
2	Transfer to a government entity.
3 *	Recognize true status—must show complete explanation on Declaration of Value form. (i.e., re-record to correct legal description) <a href="#">Click here for Guidelines</a>
4 *	Remove co-owner or joint tenant without consideration. <a href="#">Click here for Guidelines</a>
5 *	Transfer between parents and children, spouse to spouse, or between registered Nevada domestic partners – must state relationship on Declaration of Value. (i.e. from mother to son; parents to daughter & son-in-law) <a href="#">Click here for Guidelines</a>
6 *	Transfer between spouses in compliance with a divorce. (Divorce decree required)
7 *	Transfer without consideration to or from a trust. <a href="#">Click here for Guidelines</a>
8	Transfer of UNPATENTED mining claims or UNPATENTED mineral claims. (Patented claims are taxable and have an Assessor's Parcel Number)
9 *	Transfer to a business entity of which grantor is 100% owner. (Grantor must have direct and total ownership of the Grantee) <a href="#">Click here for Guidelines</a>
10	Transfer of real property by deed which becomes effective upon the death of grantor pursuant to NRS 111.655 to 111.699 inclusive.
11	Transfer in compliance with bankruptcy proceedings. (Proceeds must go to bankruptcy – BK number required)
12	Transfer to a Nevada educational foundation grades K-12. (Must comply with NRS 388.750 Nevada school for Nevada students)
13	Transfer to a Nevada university foundation. (Must comply with NRS 396.405 Nevada school for Nevada students)
14 *	Transfer to a library foundation. "Library foundation" has the meaning ascribed to it in NRS 379.0056.

\* The Office of the Clark County recorder audits documents subject to real property transfer tax at the time they are presented for recording. Documentation in support of the declared value or exemption is required at the time of recording. [Click here](#) for an explanation of the audit process and suggested documentation.

500 S. Grand Central Pkwy    Box 551510    Las Vegas, NV    89155-1510



## Declaration of Value Form Instructions

### Complete the following sections:

1. Assessor parcel number(s) (APN) – List all parcel numbers affected by the property transfer. If more than 4 parcel numbers, attach a list with remaining numbers.
2. Type of Property – One box must be checked. If “other” fill in blank with description (i.e., Timeshare, Water Rights, etc...)
3. Total Value/Sales Price of Property – (see options below)
  - 3a Show full purchase price of real property (for Deeds in Lieu of Foreclosure amount of unpaid debt).
  - If there is NO SALE and does not fall under exemption; use the Assessor’s Taxable Value or the last sales price within the previous five years, whichever is greater (NRS 375.010).
  - Trustee’s deeds are taxable on the bid amount plus costs (if not foreclosing on first mortgage include first mortgage as part of costs).
  - 3b For Deeds in Lieu of Foreclosure Only – the Total Value (3a) is the amount of the unpaid debt, same as the amount that will appear on 1099c. Insert at (3b) the fair market value of the property per NRS 375.010.
  - 3c Transfer Tax Value – Subtract line 3b from line 3a to determine taxable value 3c.  
If the percentage of ownership being transferred is less than 100%, apply the percentage here.  
If the unpaid debt is greater than the fair market value of the property, the difference is taxable.
  - 3d Real Property Transfer Tax – based on the value shown at line 3c the tax is calculated at the statutory rate of \$2.55 per each \$500.
- 4a. If you wish to claim an exemption, please refer to exemptions listed in NRS 375.090 and insert exemption number here.
- 4b. If an exemption is claimed, an explanation on line 4b is required. Certain exemptions require supporting documentation at the time of recording. Re-records and corrections require the book/instrument of the previously recorded document.
5. Partial Interest: Percentage being transferred required if the percentage is less than 100%.

**Signature** – One original signature required.

**Capacity** – Relationship of the person signing to the parties on the document. (Grantor, Grantee, Trustee, Attorney, etc.)

**Seller/Grantor and Buyer/Grantee Information** – Names and addresses of both parties must be completed (for contact purposes).

**Company Requesting Recording** – Must be completed if the party presenting the document for recording is neither the grantor nor the grantee. If there is an escrow number, it must be stated.

Though not an official record as defined in state statute, this document will be imaged with the deed it accompanies. There is no statute that allows a recording to take place without a Declaration of Value or revealing the amount of tax paid on the recording stamp.

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

**EQUAL HOUSING  
OPPORTUNITY**

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

**1. EXCLUSIVE RIGHT TO SELL:**

I/We, Georgeann Accomando Mario (Te) Accomando ("Seller")  
hereby employs and grants Platinum R.E. Professionals (Company Name, herein after  
"Broker") the exclusive and irrevocable right, commencing on \_\_\_\_\_, and expires at 11:59 p.m. Pacific  
Time on \_\_\_\_\_, to sell, lease or exchange the Real Property located in the City of Las Vegas,  
County of Clark, Nevada, APN#: 177-17-302-010 commonly known as:  
8546 Procyon St Las Vegas NV 89139-7843 ("the Property").

**2. TERMS OF SALE:** The listing price shall be \$ 950,000.00 with a suggested amount of an  
Earnest Money Deposit (EMD) of \$ 9,500.00

Terms available: ☒ Cash ☒ CONV ☒ FHA ☐ Lease ☒ VA ☐ Lease Option ☐ Owner Will Carry  
☐ Other: \_\_\_\_\_

(Note: If the Property is offered for lease, then the term "Seller" used in this Agreement includes "landlord" as  
applicable.)

Seller ☒ does -OR- ☐ does not authorize Broker to disclose the existence of multiple offers to purchase the  
property to potential buyers. SELLER(S) INITIALS: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Seller ☒ does -OR- ☐ does not authorize Broker to disclose the offer(s), price and terms.  
SELLER(S) INITIALS: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. The following items of Personal Property are **excluded** from the above price and not included in the  
sale:  
All items listed in

c. This property **Contains** ☐ -OR- **Does Not Contain** ☒ SMART technology which powers and/or  
automates, surveillance systems, security, environmental controls and home entertainment features but not limited  
to, of the home. If the property so does contain SMART Technology seller will complete a SMART Home  
technology addendum which is incorporated as part of this agreement and identifies the items seller intends to  
convey with the sale. All Attached Fixtures must convey unless identified above.

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

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

Exclusive Right (ER) Listing Agreement Rev. 04/22

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Seller identifies above items as included or excluded in offering of the Property for sale. Seller understands that the purchase agreement takes precedence over any intention identified above and will ultimately determine what items are included and excluded in the sale. Seller further understands it is their responsibility to ensure the items not included in the sale are addressed in any counter offer to ensure buyers understanding of sellers intent.

d. Leased or Liened Items: The following items are leased or subject to a lien in securing payment:

☐ Solar power system ☐ Alarm system ☐ Propane tank ☐ Water softener

☐ Other(s) \_\_\_\_\_

Seller will provide to Buyer as a part of the purchase agreement, copies of lease documents, or other documents obligating Seller to pay for such leased or lien items.

**4. TITLE INSURANCE:** Seller agrees to provide Buyer with an owner's policy of title insurance in the amount of the selling price.

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

**IF A SALE:** 3 % of the gross selling price of the Property ☒ AND / ☐ OR \$ 995 (flat fee amount). Seller acknowledges that offers of cooperative compensation are between brokers and are not negotiable between the Seller and Buyer.

**IF A LEASE:** 0 % of the total rental agreed to be paid by lessee ☐ AND / ☐ OR \$ \_\_\_\_\_ (flat fee amount). Seller acknowledges that offers of cooperative compensation are between brokers and are not negotiable between the Seller and Tenant.

**Compensation shall be**

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

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

c. if within 180 calendar days of the final termination, including extensions, of this Agreement, the Property is sold, conveyed, or otherwise transferred to anyone with whom the Broker has had negotiations or to whom the Property was shown prior to the final termination. This section (c) shall not apply if Seller enters into a valid Brokerage Listing Agreement with another licensed real estate Broker after the final termination of this Exclusive Brokerage Listing Agreement.

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

e. Broker is authorized to cooperate and divide with other brokers the above compensation in any manner acceptable to Broker. Seller hereby irrevocably assigns to Broker the funds and proceeds of Seller in escrow equal

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

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

1 to the above compensation. In the event any sum of money due under this Agreement remains unpaid for a period  
2 of thirty (30) days, such sum shall bear interest at the rate of 10 percent per annum from the due date  
3 until paid.

4  
5 **6. DEPOSIT:** Broker is authorized to accept on Seller's behalf a deposit to be applied toward purchase price or  
6 lease. Said deposit shall be held by: (SELECT ONE) ☒ Escrow -OR- ☐ Broker -OR- ☐ Other

7  
8 **7. AGENCY RELATIONSHIP:**

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

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

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

20  
21 **8. REQUIRED DISCLOSURES:**

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

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

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

29 d. Seller acknowledges receipt of the Residential Disclosure Guide:

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

31  
32 **9. INDEMNIFICATION:** Seller agrees to save, defend, and hold Broker, GLVAR, and the MLS harmless from  
33 all claims, disputes, litigation, and/or judgments arising from (i) any misrepresentation, breach of warranty or breach  
34 of a promise by Seller in this Listing Agreement (ii) any incorrect information supplied by Seller, (iii) any facts  
35 concerning the Property not disclosed by Seller, including any facts known to Seller relating to adverse conditions  
36 or latent defects, (iv) the use of a keybox, or (v) any injury or damage to persons or property in connection with the  
37 marketing or showing of the Property. This indemnification shall survive Broker's performance and any transfer of  
38 title.

39  
40 **10. FAIR HOUSING:** Broker shall offer the Property for sale or lease without regard to race, color, religion, sex,  
41 national origin, age, gender, identity or expression, familial status, sexual orientation, ancestry, or handicap and any  
42 other current requirements of federal or state fair housing laws.

43  
44 **11. COMMON INTEREST COMMUNITY:** The Property ☐ is -OR- ☒ is not located within a Common Interest  
45 Community (CIC). If yes, please complete the following:

46  
47 Name of CIC(s): \_\_\_\_\_  
48 Telephone: \_\_\_\_\_ Dues: \$ \_\_\_\_\_ payable ☐ monthly -OR- ☐ quarterly  
49 Seller ☐ is -OR- ☐ is not current on all dues and assessments.

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

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

Name of CIC(s): \_\_\_\_\_  
Telephone: \_\_\_\_\_ Dues: \$ \_\_\_\_\_ payable ☐ monthly -OR- ☐ quarterly  
Seller ☐ is -OR- ☒ is not current on all dues and assessments.

Name of CIC(s): \_\_\_\_\_  
Telephone: \_\_\_\_\_ Dues: \$ \_\_\_\_\_ payable ☐ monthly -OR- ☐ quarterly  
Seller ☐ is -OR- ☒ is not current on all dues and assessments.

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

**12. SPECIAL ASSESSMENTS:** The Property ☐ is -OR- ☒ is not subject to special government assessments, such as SID and LID. (For information please go to: [www.amgnv.com](http://www.amgnv.com))  
If yes, please complete the following:

Balance remaining: \_\_\_\_\_  
Payment amount: \$ \_\_\_\_\_  
Payment Due: select one (1) Monthly ☐ Quarterly ☐ Semi Annually ☐ Annually ☐

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

- a. The purpose and function of the keybox is to permit access to the interior of the Property by all members of GLVAR's MLS as well as any licensed professionals necessary to facilitate the sale of the Property;
- b. Seller should safeguard Personal Property and valuables located within the Property;
- c. It is not a requirement of the GLVAR's MLS for a Seller to allow the use of a keybox;
- d. Where a tenant occupies the Property, the tenant's consent is also required, which shall be obtained by the Seller or his/her Property Manager;
- e. Seller ☒ does -OR- ☐ does not authorize Broker to issue "One Day Codes" to access the electronic keybox installed on the property. A "One Day Code" is an electronic means to allow access to the keybox key compartment. Broker shall only issue such codes to licensed professionals. Broker further agrees to use all reasonable means to verify the identity of said licensed professionals.
- f. Owner acknowledges that GLVAR, the MLS, Broker or its Listing Agent is not insuring owner or occupant against theft, loss or vandalism resulting from such access. Owner is responsible for taking such steps as may be necessary to secure and protect the Property during any time that a keybox is being used and obtaining appropriate insurance.

**14. RENT/LEASE:** The Property ☐ is -OR- ☒ is not currently occupied by a Tenant.  
The Property ☐ is -OR- ☒ is not subject to a management agreement with: (name of Property Manager and phone number): \_\_\_\_\_ Seller agrees to not rent or lease the Property during the term of this Agreement without fourteen (14) days prior written notice to Broker.

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

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

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1 **15. TAX WITHHOLDING:** Seller agrees to perform any act reasonably necessary to carry out the provisions of  
2 the Foreign Investment in Real Property Tax Act (FIRPTA). If applicable (as designated in the Seller's Response  
3 herein), Seller agrees to complete, sign, and deliver to ESCROW HOLDER a certificate indicating whether Seller  
4 is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA).  
5 A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation; or a  
6 foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Additional  
7 information for determining status may be found at www.irs.gov. Seller understands that if Seller is a foreign person  
8 then the Buyer must withhold a tax in an amount to be determined by ESCROW HOLDER in accordance with  
9 FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW HOLDER the necessary  
10 documents, to be provided to the ESCROW HOLDER, to determine if withholding is required (see 26 USC Section  
11 1445).

12  
13 **FIRPTA DECLARATION:** Seller declares that he/she

14 ☒ is not -OR-

15 ☐ is a foreign person therefore subjecting this transaction to FIRPTA withholding.

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

17  
18 **16. MEDIATION:** The Broker and Seller agree to negotiate in good faith in an effort to resolve any dispute related  
19 to this Listing Agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the  
20 dispute will be submitted to a mediator agreed to by the parties. Mediation fees, if any, shall be divided equally  
21 among the parties involved. By initialing below, the parties confirm that they have read and understand this section  
22 and voluntarily agree to the provisions thereof.

23 **SELLER(S) INITIALS:** \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ **BROKERS INITIALS:** \_\_\_\_\_/\_\_\_\_\_

24  
25 **17. MULTIPLE LISTING SERVICE (MLS):** Broker is a participant of THE GREATER LAS VEGAS  
26 ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service (MLS), and listing information about the  
27 Property will be provided to the MLS to be published and disseminated to its Participants and Subscribers in  
28 accordance with its Rules and Regulations and Sections 18, 19, 20 and 22 herein, unless Seller selects the Office  
29 Exclusive option in Section 21 and signs the Office Exclusive Form. Broker is authorized to cooperate with other  
30 real estate Brokers, and to report the sale, its price, terms and financing for the publication, dissemination  
31 information and use by authorized Association members, MLS Participants and Subscribers.

32  
33 **18. MARKETING AND ADVERTISING:** Seller acknowledges that, unless Seller signs photo exclusion,  
34 photographs of the Property may be taken for publication in the MLS computer system. Subject to Section 20,  
35 Seller agrees that the Property may be advertised in any and all formats of media including but not limited to  
36 electronic and print advertising. Should Seller provide photographs of the Property, Seller warrants and represents  
37 that Seller has the ownership rights to said photographs and by providing said photographs irrevocably assigns any  
38 and all ownership rights to the Broker. Seller further acknowledges that once images are placed on the Internet,  
39 neither the Broker nor the Seller have control over who can view such images and what use viewers may make of  
40 the images or how long such images may remain on the internet.

41  
42 Seller acknowledges that prospective buyers and/or other persons coming on to the property may take photographs,  
43 video and/or other images of the property. Seller understands that Broker does not have the ability to control or  
44 block the taking of and use of images by such persons. Once the images are taken and or put into electronic display  
45 on the Internet or otherwise published neither the Broker nor the Seller has control over how such images are used.

46  
47 Seller ☒ does -OR- ☐ does not authorize Broker to commence public marketing and advertising activities.

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

49  
Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

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

1 **19. SIGN:** Seller ☒ **does -OR- ☐ does not** authorize Broker to install a FOR SALE/LEASE sign on the Property.  
2 (Seller may only authorize a sign if Seller has authorized marketing/advertising in Section 18.)  
3

4 **20. SELLER OPT OUTS:** Seller further understands and acknowledges that MLS will disseminate the Property's  
5 listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet sites, as well  
6 as other online providers, and that such sites are generally available to the public. Some, but not all, of these websites  
7 may include a comment section where consumers may include reviews and comments about the Property in  
8 immediate conjunction with the listing (blogging), or provide a link to the comments. In addition, some, but not all,  
9 of these websites may display an automated estimate of the market value of the Property in immediate conjunction  
10 with the listing, or provide a link to the estimate. Seller can instruct Broker to have the MLS not display the property  
11 on the Internet. Seller also can instruct the MLS to not display the Property address on the Internet. Seller  
12 understands that these options would mean consumers searching for listings on the Internet may not see the Property  
13 or the Property's address in response to their search.  
14

15 Seller may opt-out of any of the following features by initialing the appropriate space(s) below:

16  
17 a. \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ I/we have advised the Broker that I/we **DO NOT** want a  
18 **commentary section** displayed or linked to the listed Property (the site operator may indicate that the  
19 feature was disabled at the request of the seller).  
20

21 b. \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ I/we have advised the Broker that I/we **DO NOT** want an **automated**  
22 **estimate of value** displayed or linked to the listed Property (the site operator may indicate that the feature  
23 was disabled at the request of the seller). \*Please note that this automated estimate of value restriction  
24 applies to VOW offices only. Virtual Office Websites ("VOWs") are Internet sites operated by MLS  
25 Participant Brokers through which they establish relationships and work with clients and customers in  
26 cyberspace in ways similar to how real estate professionals interact with clients and customers in a "brick  
27 and mortar" environment. This restriction does not apply to automated estimates of value created by non-  
28 MLS Participant Websites.  
29

30 **—OR—**

31 c. \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Seller does **NOT** opt out of any of the above.  
32

33 **21. OFFICE EXCLUSIVE:** Seller does not authorize Broker to disseminate listing information about the Property  
34 via GLVAR MLS, however Seller acknowledges and agrees that Broker will file the fully executed Office Exclusive  
35 Form with GLVAR MLS in accordance with GLVAR MLS Rules and Regulations. Further, Seller acknowledges  
36 and agrees that if there is any Public Marketing of an Office Exclusive listing, then Broker must submit the listing  
37 to GLVAR MLS for dissemination to its participants within one (1) business day of the Public Marketing. Public  
38 Marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing  
39 websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts),  
40 multi-brokerage listing sharing networks, and applications available to the general public.

41 Seller ☐ **does -OR- ☒ does NOT** select an Office Exclusive listing. (Seller may not select this option if Seller has  
42 authorized marketing/advertising in Section 18.)

43 **SELLER(S) INITIALS:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
44

45 **22. USE OF LISTING CONTENT:** Seller acknowledges and agrees that all photographs, images, graphics, video  
46 recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other  
47 copyrightable elements relating to the Property provided by Seller to Broker or Broker's agent (the "Broker Listing  
48 Content") and any change thereto, may be filed with MLS, included in compilations of listings, and otherwise  
49 distributed, publicly displayed and reproduced in any medium. Seller hereby grants to Broker a non-exclusive,

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

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

1 irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display, and  
2 reproduce the Broker Listing Content, to prepare derivative works of the Broker Listing Content, and to distribute  
3 the Broker Listing Content or any derivative works thereof in any medium. This non-exclusive license shall survive  
4 the termination of this Agreement for any reason whatever. Seller represents and warrants to Broker that the Broker  
5 Listing Content, and the license granted to Broker for the Broker Listing Content, do not violate or infringe upon  
6 the rights, including any copyright rights, of any person or entity. Seller acknowledges and agrees that as between  
7 Seller and Broker, all Broker Listing Content is owned exclusively by Broker, and Seller has no right, title or interest  
8 in or to any Broker Listing Content.  
9

10 **23. NEVADA LAW:** This Agreement is executed and intended to be performed in the State of Nevada, and the  
11 laws of Nevada shall govern its interpretation and effect. The parties agree that the State of Nevada, and the county  
12 in which the Property is located, is the appropriate judicial forum for any litigation, related to this Agreement.  
13

14 **24. ENTIRE CONTRACT:** All prior negotiations and agreements between the parties are incorporated in this  
15 Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final, complete, and  
16 exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence  
17 of any prior agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum, or  
18 modification, including any photocopy or facsimile, may be executed in two or more counterparts, all of which shall  
19 constitute one and the same writing. The terms of this Agreement may not be amended, modified or altered except  
20 through a written agreement signed by all of the parties hereto. **The parties agree that an MLS Change Order  
21 signed by Broker and Seller shall act as a valid written addendum to this Agreement.**  
22

23 **25. PARTIAL INVALIDITY:** In the event that any provision of this Agreement shall be held to be invalid or  
24 unenforceable, such ruling shall not affect the validity or enforceability of the remainder of the Agreement in any  
25 respect whatsoever.  
26

27 **26. ATTORNEY'S FEES:** In the event suit is brought by either party to enforce this Agreement, the prevailing  
28 party is entitled to court costs and reasonable attorney's fees. If Broker hires an attorney to enforce the collection  
29 of any commission payable pursuant to this Listing Agreement and is successful in collecting some or all of such  
30 commission without commencing any action or proceeding, Seller agrees to pay such broker's reasonable attorneys'  
31 fees and costs and Seller agrees to pay interest at the legal rate on all compensation and other amounts owned or  
32 due to Broker from the time due until paid in full.  
33

34 **27. DAMAGES CAP:** Notwithstanding any provision to the contrary contained in this Agreement, if Broker shall  
35 be liable to Seller for any matter arising from this Agreement, whether based upon an action or claim in contract,  
36 warranty, equity, negligence, intended conduct or otherwise (including any action or claim arising from an act or  
37 omission, negligent or otherwise, of the liable party) the maximum aggregate liability of Broker to Seller under  
38 this agreement shall not exceed the aggregate commission amount that has been paid by Seller to Broker.  
39

40 **28. WARRANTY OF OWNERSHIP:** Seller warrants that Seller is the sole owner of the Property or has the  
41 authority to execute this Agreement. By signing below Seller acknowledges that Seller has read and understands  
42 this Agreement and agrees to the terms thereof.  
43

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

48 a. A Notice of Default (Breach) and Election to Sell ☒ has not **—OR—** ☐ has (date: \_\_\_\_\_) been  
49 recorded against the Property. **If a Notice of Default has not been recorded against the Property as of the date**  
50 **of this Agreement, Seller agrees to notify Broker within five (5) business days of receipt of such a notice.**  
Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

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

1 Seller understands that the recording of a Notice of Default begins a statutory foreclosure period, which varies in  
2 duration. At the end of the foreclosure period, the Property typically will be sold at a Trustee's Sale (foreclosure  
3 sale) and Seller will lose all rights and interest in the Property.

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

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

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

12  
13 **30. SIGNATURES:** This Agreement may be signed by the parties manually or electronically (digitally) and on  
14 more than one copy, which when taken together, each signed copy shall be read as one complete form. Facsimile  
15 signatures may be accepted as original.

16  
17 **31. RECOMMENDATIONS:** If Broker recommends a builder, contractor, escrow company, title company, pest  
18 control service, appraiser, lender, home inspection company or home warranty company or any other person or  
19 entity to Seller for any purpose, said recommendation shall be independently investigated and evaluated by Seller,  
20 who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity  
21 recommended by Broker shall be based solely upon such independent investigation.

22  
23 **32. DEFAULT:** If Seller materially breaches this Listing, Seller is in default and will be liable to Broker for the  
24 amount of the Broker's fee specified in Section 5 and any other fees Broker is entitled to receive under this  
25 Agreement. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing  
26 Price will be the sales price for purposes of computing Broker's fee. If Broker breaches this Agreement, Broker is  
27 in default and Seller may exercise any remedy at law.

28  
29 **33. BINDING EFFECT:** Seller's obligation to pay Broker an earned fee is binding upon Seller and Seller's heirs,  
30 administrators, executors, successors and permitted assignees.

31  
32 **34. JOINT AND SEVERAL:** All Sellers executing this Listing are jointly and severally liable for the performance  
33 of all its terms.

34  
35 **35. TIME OF ESSENCE:** \_\_\_\_\_ is of the essence of this Agreement and each of its terms.

36  
37 **36.** Seller hereby agrees that once an offer has been accepted the MLS Status shall be (choose one only):

38 ☒ Under Contract Show: The property may be shown even after an offer has been accepted.

39 ☐ Under Contract No Show: The property will not be shown once an offer has been accepted.

40 ☐ Determined by seller upon acceptance of the offer.

41  
42 **37. 1031 EXCHANGE:** The Seller ☐ does -OR- ☒ does not intend to perform an IRC Section 1031 tax deferred  
43 exchange. If yes, Broker is aware and acknowledges that Seller intends to perform an IRC Section 1031 tax  
44 deferred exchange. Broker will cooperate in such an exchange and Seller agrees to hold Broker harmless from any  
45 and all claims, costs, liabilities or delays in time resulting from such an exchange.

46  
47  
48 Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

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

1 **ADDITIONAL TERMS.**

2 2 of 3% commission to be offered to buyer's agent in the MLS

3  
4  
5  
6 **THE PRE-PRINTED PORTION OF THIS AGREEMENT HAS BEEN APPROVED BY THE GREATER**  
7 **LAS VEGAS ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS THE LEGAL**  
8 **VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. FOR**  
9 **LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.**

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

13  
14 **SELLER:**

15  
16 Date \_\_\_\_\_ Time \_\_\_\_\_ ☐ AM ☐ PM

17  
18 Seller's Signature \_\_\_\_\_ Printed Name: Georgeann Accomando

19  
20 Phone 702-465-4705 E-Mail annarose5853@gmail.com Address 8546 Procyon St Las Vegas NV 89139-7843

21  
22  
23 Date \_\_\_\_\_ Time \_\_\_\_\_ ☐ AM ☐ PM

24  
25 Seller's Signature \_\_\_\_\_ Printed Name: Mario (Te) Accomando

26  
27 Phone N/A E-Mail N/A Address 8546 Procyon St Las Vegas NV 89139-7843

28  
29  
30 Date \_\_\_\_\_ Time \_\_\_\_\_ ☐ AM ☐ PM

31  
32 Seller's Signature \_\_\_\_\_ Printed Name: \_\_\_\_\_

33  
34 Phone \_\_\_\_\_ E-Mail \_\_\_\_\_ Address \_\_\_\_\_

35  
36  
37 Date \_\_\_\_\_ Time \_\_\_\_\_ ☐ AM ☐ PM

38  
39 Seller's Signature \_\_\_\_\_ Printed Name: \_\_\_\_\_

40  
41 Phone \_\_\_\_\_ E-Mail \_\_\_\_\_ Address \_\_\_\_\_

42  
43  
44  
Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

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



1 **BROKER:**

2  
3 Company Platinum R.E. Professionals

4  
5 Address 5588 Fort Apache Road #100 City Las Vegas State NV Zip 89148

6  
7 Phone 702-445-0020 E-Mail Aaron@homepros.vegas

8  
9 Designated Licensee Signature \_\_\_\_\_ License No. 191404

10  
11 Printed Name: Aaron Zollett Licensee's Phone: 702-979-0906

12  
13 Broker's Signature \_\_\_\_\_ License No. 43707

14  
15 Printed Name: Diana Glasman Date \_\_\_\_\_ Time: \_\_\_\_\_ ☐ AM ☐ PM

16  
17 **AN EXCLUSIVE BROKERAGE AGREEMENT MUST BE SIGNED BY THE BROKER TO BE VALID**

18

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

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

Exclusive Right (ER) Listing Agreement Rev. 04.22

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## 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. Their financial and more purchase of housing, for includes the hopes, dreams, aspirations, and economic destiny of those involved.

### THE LAW - Civil Rights Act of 1966

#### Fair Housing Act

#### Americans with Disabilities Act

#### Equal Credit Opportunity Act

#### State and Local Laws

### THE RESPONSIBILITIES

The home seller, the home seeker, and the

#### 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, 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 this 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

will be able to without discrimination color, religion,

- housing in your price range means
- equal professional service
- 
- 

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 continue from harassment or discrimination for exercising your fair housing rights

Initials

### FOR 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 some exceptions for particular types of religious housing and nursing 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 to the use of a property the following message should be included:

any covenants based on race, color, religion, sex, handicap, familial status, or national origin, 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®

ensuring professional

#### The Code of Ethics

#### Fair Housing Partnership

The Fair Housing Partnership initiative with the U.S. Department of Housing and Urban Development (HUD) includes a program of voluntary compliance. REALTORS® voluntarily participate in activities and programs to ensure the opportunity with the availability of equal housing opportunity, to establish office procedures to ensure that there is no doubt of equal professional service. To make matters more obvious, HUD 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 or REALTORS® will assist in a dispute arising from a violation of the Code of Ethics filed by a homebuyer who alleges discriminatory treatment in the availability, purchase or rental of housing. Local Boards or 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 has been determined 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 1-800-669-9877, 1-800-291-4617, TDD. For information on publications on fair housing, call HUD's Fair Housing Information Clearinghouse at 1-800-443-8442.

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

EQUAL HOUSING  
OPPORTUNITY

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

## 1. EXCLUSIVE RIGHT TO SELL:

I/We, Georgeann Accomando ("Seller")  
herby employs and grants Platinum R.E. Professionals (Company Name, herein after  
"Broker") the exclusive and irrevocable right, commencing on \_\_\_\_\_, and expires at 11:59 p.m. Pacific  
Time on \_\_\_\_\_ to sell, lease or exchange the Real Property located in the City of Las Vegas,  
County of Clark, Nevada, APN#: 177-22-411-025 commonly known as:  
9607 Lama Horse Dr. Las Vegas NV 89123-5816 ("the Property").

2. TERMS OF SALE: The listing price shall be \$ 350,000.00 with a suggested amount of an  
Earnest Money Deposit (ED) of \$ 3,500.00.

Terms available: ☒ Cash ☒ CONV ☒ FHA ☐ Lease ☒ VA ☐ Lease Option ☐ Owner Will Carry  
☐ Other: \_\_\_\_\_

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

Seller ☒ does -OR- ☐ does not authorize Broker to disclose the existence of multiple offers to purchase the  
property to potential buyers. SELLER(S) INITIALS: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Seller ☒ does -OR- ☐ does not authorize Broker to disclose the offer(s), price and terms.  
SELLER(S) INITIALS: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

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

a. The following \_\_\_\_\_ of Personal Property are included in the above price and shall be conveyed  
unencumbered in escrow by a valid bill of sale:

\_\_\_\_\_  
\_\_\_\_\_

b. The following \_\_\_\_\_ of Personal Property are excluded from the above price and not included in the  
sale.  
All appliances listed on MLS

c. This property ~~Does Contain~~ -OR- Does Not Contain ☒ SMART technology which powers and/or  
automates surveillance systems, security, environmental controls and home entertainment features but not limited  
to, of the home. If the property does contain SMART Technology seller will complete a SMART Home  
technology addendum which is incorporated as part of this agreement and identifies the items seller intends to  
convey with the sale. All attached fixtures must convey unless identified above.

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

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

Exclusive Right (ER) Listing Form Rev. 04-22 Page 1 of 11 ©2022 Greater Las Vegas Association of REALTORS®

Seller identifies above items as included or excluded in offering of the Property for sale. Seller understands that the purchase agreement takes precedence over any intention identified above and will ultimately determine what items are included and excluded in the sale. Seller further understands it is their responsibility to ensure the items not included in the sale are addressed in any counter offer to ensure buyers understanding of sellers intent.

d. Leased or Liened Items: The following items are leased or subject to a lien in securing payment:

☐ Solar power system ☐ Alarm system ☐ Propane tank ☐ Water softener

☐ Other(s) \_\_\_\_\_

Seller will provide to Buyer as a part of the purchase agreement, copies of lease documents, or other documents obligating Seller to pay for such leased or lien items.

**4. TITLE INSURANCE** agrees to provide Buyer with an owner's policy of title insurance in the amount of the selling price.

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

**IF A SALE:** 3 % of the gross selling price of the Property ~~AND~~ / ☐ OR \$ 995 (flat fee amount). Seller acknowledges that offers of cooperative compensation are between brokers and are not negotiable between the Seller and Buyer.

**IF A LEASE:** 0 % of the total rental agreed to be paid by lessee ~~AND~~ / ☐ OR \$ \_\_\_\_\_ (flat fee amount). Seller acknowledges that offers of cooperative compensation are between brokers and are not negotiable between the Seller and Tenant.

**Compensation shall be due:**

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

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

c. if within 180 calendar days of the final termination, including extensions, of this Agreement, the Property is sold, conveyed, or otherwise transferred to anyone with whom the Broker has had negotiations or to whom the Property was shown prior to the final termination. This section (c) shall not apply if Seller enters into a valid Brokerage Listing Agreement with another licensed real estate Broker after the final termination of this Exclusive Brokerage Listing Agreement.

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

e. Broker is authorized to cooperate and divide with other brokers the above compensation in any manner acceptable to Broker. Seller hereby irrevocably assigns to Broker the funds and proceeds of Seller in escrow equal

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

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

to the above compensation. In the event any sum of money due under this Agreement remains unpaid for a period of thirty (30) days, such sum shall bear interest at the rate of ( 10 ) percent per annum from the due date until paid.

6. **DEPOSIT:** Broker is authorized to accept on Seller's behalf a deposit to be applied toward purchase price or lease. Said deposit shall be held by: (SELECT ONE) ☒ Escrow -OR- ☐ Broker -OR- ☐ Other

**7. AGENCY RELATIONSHIP:**

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

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

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

## 8. REQUIRED DISCLOSURES:

8. REQUIRED DISCLOSURES.

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

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

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

d. Seller acknowledges receipt of the Residential Disclosure Guide:

SELLER(S) INIT: LS: / / /

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

**10. FAIR HOUSING:** Broker shall offer the Property for sale or lease without regard to race, color, religion, sex, national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or handicap and any other current requirements of federal or state fair housing laws.

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

Name of CIC(s): Stone Canyon Silvera

Telephone: 701-258-2580 Dues: \$ 68 payable ☒ monthly -OR- ☐ quarterly

Seller ☒ is **OR** ☐ is not current on all dues and assessments.

Seller acknowledges that \_\_\_\_\_ has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS:     /    /    /    

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

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

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

**12. SPECIAL ASSESSMENTS:** The Property ☐ is -OR- ☒ is not subject to special government assessments, such as SID and LID. (For information please go to: [www.amgnv.com](http://www.amgnv.com))  
If yes, please complete the following:

Balance remaining \$ \_\_\_\_\_  
Payment amount \$ \_\_\_\_\_  
Payment Due: select one (1) Monthly ☐ Quarterly ☐ Semi Annually ☐ Annually ☐

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

- a. The purpose and function of the keybox is to permit access to the interior of the Property by all members of GLVAR's MLS as well as any licensed professionals necessary to facilitate the sale of the Property;
- b. Seller should safeguard Personal Property and valuables located within the Property;
- c. It is not a requirement of the GLVAR's MLS for a Seller to allow the use of a keybox;
- d. Where a tenant occupies the Property, the tenant's consent is also required, which shall be obtained by the Seller or his/her Property Manager;
- e. Seller ☒ does -OR- ☐ does not authorize Broker to issue "One Day Codes" to access the electronic keybox installed on the Property. A "One Day Code" is an electronic means to allow access to the keybox key compartment. Broker shall only issue such codes to licensed professionals. Broker further agrees to use all reasonable means to verify the identity of said licensed professionals.
- f. Owner acknowledges that GLVAR, the MLS, Broker or its Listing Agent is not insuring owner or occupant against theft, loss or vandalism resulting from such access. Owner is responsible for taking such steps as may be necessary to secure and protect the Property during any time that a keybox is being used and obtaining appropriate insurance.

**14. RENT/LEASE:** The Property ☐ is -OR- ☒ is not currently occupied by a Tenant.  
The Property ☐ is -OR- ☐ is not subject to a management agreement with: (name of Property Manager and phone number): \_\_\_\_\_ . Seller agrees to not rent or lease the Property during the term of this Agreement without fourteen (14) days prior written notice to Broker.

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

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

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**15. TAX WITHHOLDING:** Seller agrees to perform any act reasonably necessary to carry out the provisions of the Foreign Investment in Real Property Tax Act (FIRPTA). If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and deliver to ESCROW HOLDER a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation; or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Additional information for determining status may be found at www.irs.gov. Seller understands that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by ESCROW HOLDER in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW HOLDER the necessary documents, to be provided to the ESCROW HOLDER, to determine if withholding is required (see 26 USC Section 1445).

**FIRPTA DECLARATION:** Seller declares that he/she

☒ is not -OR-

☐ is a foreign person therefore subjecting this transaction to FIRPTA withholding.

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

**16. MEDIATION:** The Broker and Seller agree to negotiate in good faith in an effort to resolve any dispute related to this Listing Agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to a mediator agreed to by the parties. Mediation fees, if any, shall be divided equally among the parties involved. By initialing below, the parties confirm that they have read and understand this section and voluntarily agree to the provisions thereof.

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

**17. MULTIPLE LISTING SERVICE (MLS):** Broker is a participant of THE GREATER LAS VEGAS ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service (MLS), and listing information about the Property will be provided to the MLS to be published and disseminated to its Participants and Subscribers in accordance with its Rules and Regulations and Sections 18, 19, 20 and 22 herein, unless Seller selects the Office Exclusive option in Section 21 and signs the Office Exclusive Form. Broker is authorized to cooperate with other real estate Brokers, and to report the sale, its price, terms and financing for the publication, dissemination information and use by authorized Association members, MLS Participants and Subscribers.

**18. MARKETING AND ADVERTISING:** Seller acknowledges that, unless Seller signs photo exclusion, photographs of the Property may be taken for publication in the MLS computer system. Subject to Section 20, Seller agrees that the Property may be advertised in any and all formats of media including but not limited to electronic and printed advertising. Should Seller provide photographs of the Property, Seller warrants and represents that Seller has the ownership rights to said photographs and by providing said photographs irrevocably assigns any and all ownership rights to the Broker. Seller further acknowledges that once images are placed on the Internet, neither the Broker nor the Seller have control over who can view such images and what use viewers may make of the images or how long such images may remain on the internet.

Seller acknowledges that prospective buyers and/or other persons coming on to the property may take photographs, video and/or other images of the property. Seller understands that Broker does not have the ability to control or block the taking of and use of images by such persons. Once the images are taken and or put into electronic display on the Internet or otherwise published neither the Broker nor the Seller has control over how such images are used.

Seller ☒ does -OR- ☐ does not authorize Broker to commence public marketing and advertising activities.

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

Seller acknowledges \_\_\_\_\_ has read, understood, and agreed to each and every provision of this page.

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

1 19. **SIGN:** Seller ☐ does -OR- ☒ does not authorize Broker to install a FOR SALE/LEASE sign on the Property.  
2 (Seller may only authorize a sign if Seller has authorized marketing/advertising in Section 18.)  
3

4 20. **SELLER OPT OUTS:** Seller further understands and acknowledges that MLS will disseminate the Property's  
5 listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet sites, as well  
6 as other online providers, and that such sites are generally available to the public. Some, but not all, of these websites  
7 may include a commentary section where consumers may include reviews and comments about the Property in  
8 immediate conjunction with the listing (blogging), or provide a link to the comments. In addition, some, but not all,  
9 of these websites may display an automated estimate of the market value of the Property in immediate conjunction  
10 with the listing, or provide a link to the estimate. Seller can instruct Broker to have the MLS not display the property  
11 on the Internet. Seller also can instruct the MLS to not display the Property address on the Internet. Seller  
12 understands that these options would mean consumers searching for listings on the Internet may not see the Property  
13 or the Property's address in response to their search.  
14

15 Seller may opt-out of any of the following features by initialing the appropriate space(s) below:

16  
17 a. \_\_\_\_/\_\_\_\_/\_\_\_\_ I/we have advised the Broker that I/we **DO NOT** want a  
18 **commentary section** displayed or linked to the listed Property (the site operator may indicate that the  
19 feature was disabled at the request of the seller).  
20

21 \_\_\_\_/\_\_\_\_/\_\_\_\_ I/we have advised the Broker that I/we **DO NOT** want an **automated**  
22 **estimate of value** displayed or linked to the listed Property (the site operator may indicate that the feature  
23 was disabled at the request of the seller). \*Please note that this automated estimate of value restriction  
24 applies to VOW Offices only. Virtual Office Websites ("VOWs") are Internet sites operated by MLS  
25 Participant Brokers through which they establish relationships and work with clients and customers in  
26 cyberspace in ways similar to how real estate professionals interact with clients and customers in a "brick  
27 and mortar" environment. This restriction does not apply to automated estimates of value created by non-  
28 MLS Participant.  
29

30 **—OR—**

31 c. \_\_\_\_/\_\_\_\_/\_\_\_\_ Seller does **NOT** opt out of any of the above.  
32

33 21. **OFFICE EXCLUSIVE:** Seller does not authorize Broker to disseminate listing information about the Property  
34 via GLVAR MLS, however, Seller acknowledges and agrees that Broker will file the fully executed Office Exclusive  
35 Form with GLVAR MLS in accordance with GLVAR MLS Rules and Regulations. Further, Seller acknowledges  
36 and agrees that if there is a Public Marketing of an Office Exclusive listing, then Broker must submit the listing  
37 to GLVAR MLS for dissemination to its participants within one (1) business day of the Public Marketing. Public  
38 Marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing  
39 websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts),  
40 multi-brokerage listing sharing networks, and applications available to the general public.

41 Seller ☐ does -OR- ☒ does **NOT** select an Office Exclusive listing. (Seller may not select this option if Seller has  
42 authorized marketing/advertising in Section 18.)

43 **SELLER(S) INITIALS:** \_\_\_\_/\_\_\_\_/\_\_\_\_  
44

45 22. **USE OF LISTING CONTENT:** Seller acknowledges and agrees that all photographs, images, graphics, video  
46 recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other  
47 copyrightable elements relating to the Property provided by Seller to Broker or Broker's agent (the "Broker Listing  
48 Content") and any changes thereto may be filed with MLS, included in compilations of listings, and otherwise  
49 distributed, publicly displayed and reproduced in any medium. Seller hereby grants to Broker a non-exclusive,

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

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



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

9  
10 **23. NEVADA LAW:** This Agreement is executed and intended to be performed in the State of Nevada, and the  
11 laws of Nevada shall govern its interpretation and effect. The parties agree that the State of Nevada, and the county  
12 in which the Property is located, is the appropriate judicial forum for any litigation, related to this Agreement.

13  
14 **24. ENTIRE CONTRACT:** All prior negotiations and agreements between the parties are incorporated in this  
15 Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final, complete, and  
16 exclusive expression of the agreement with respect to its subject matter and may not be contradicted by evidence  
17 of any prior agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum, or  
18 modification, including a photocopy or facsimile, may be executed in two or more counterparts, all of which shall  
19 constitute one and the same listing. The terms of this Agreement may not be amended, modified or altered except  
20 through a written agreement signed by all of the parties hereto. **The parties agree that an MLS Change Order**  
21 **signed by Broker and Seller shall act as a valid written addendum to this Agreement.**

22  
23 **25. PARTIAL INVALIDITY:** In the event that any provision of this Agreement shall be held to be invalid or  
24 unenforceable, such ruling shall not affect the validity or enforceability of the remainder of the Agreement in any  
25 respect whatsoever.

26  
27 **26. ATTORNEY'S FEES:** In the event suit is brought by either party to enforce this Agreement, the prevailing  
28 party is entitled to court costs and reasonable attorney's fees. If Broker hires an attorney to enforce the collection  
29 of any commission payable pursuant to this Listing Agreement and is successful in collecting some or all of such  
30 commission without commencing any action or proceeding, Seller agrees to pay such broker's reasonable attorneys'  
31 fees and costs and Seller agrees to pay interest at the legal rate on all compensation and other amounts owed or  
32 due to Broker from the time due until paid in full.

33  
34 **27. DAMAGES CAP:** Notwithstanding any provision to the contrary contained in this Agreement, if Broker shall  
35 be liable to Seller for any matter arising from this Agreement, whether based upon an action or claim in contract,  
36 warranty, equity, negligence, intended conduct or otherwise (including any action or claim arising from an act or  
37 omission, negligent or otherwise, of the liable party) the maximum aggregate liability of Broker to Seller under  
38 this agreement shall not exceed the aggregate commission amount that has been paid by Seller to Broker.

39  
40 **28. WARRANTY OF OWNERSHIP:** Seller warrants that Seller is the sole owner of the Property or has the  
41 authority to execute this Agreement. By signing below Seller acknowledges that Seller has read and understands  
42 this Agreement and agrees to the terms thereof.

43  
44 **29. FORECLOSURE:** Seller understands that failure to make loan payments may result in foreclosure of the  
45 Property by a mortgage holder and/or lien holder. Information regarding the foreclosure or litigation status of a  
46 property is available from the County Recorder where the Property is located. Seller represents that at the time of  
47 this listing (complete parts a and b):

48 a. A Notice of Default (Breach) and Election to Sell ☒ has not **—OR—** ☐ has (date: \_\_\_\_\_) been  
49 recorded against the Property. If a Notice of Default has not been recorded against the Property as of the date  
50 of this Agreement Seller agrees to notify Broker within five (5) business days of receipt of such a notice.

Seller acknowledges that \_\_\_\_\_ has read, understood, and agreed to each and every provision of this page.

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

1 Seller understands that the recording of a Notice of Default begins a statutory foreclosure period, which varies in  
2 duration. At the end of the foreclosure period, the Property typically will be sold at a Trustee's Sale (foreclosure  
3 sale) and Seller will lose all rights and interest in the Property.

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

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

11 SELLER(S) INITIALS: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
12

13 **30. SIGNATURES:** This agreement may be signed by the parties manually or electronically (digitally) and on  
14 more than one copy which, when taken together, each signed copy shall be read as one complete form. Facsimile  
15 signatures may be accepted as original.  
16

17 **31. RECOMMENDATIONS:** If Broker recommends a builder, contractor, escrow company, title company, pest  
18 control service, appraiser, lender, home inspection company or home warranty company or any other person or  
19 entity to Seller for any purpose, said recommendation shall be independently investigated and evaluated by Seller,  
20 who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity  
21 recommended by Broker will be based solely upon such independent investigation.  
22

23 **32. DEFAULT:** If Seller materially breaches this Listing, Seller is in default and will be liable to Broker for the  
24 amount of the Broker's fee specified in Section 5 and any other fees Broker is entitled to receive under this  
25 Agreement. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing  
26 Price will be the sales price for purposes of computing Broker's fee. If Broker breaches this Agreement, Broker is  
27 in default and Seller may exercise any remedy at law.  
28

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

32 **34. JOINT AND SEVERAL:** Sellers executing this Listing are jointly and severally liable for the performance  
33 of all its terms.  
34

35 **35. TIME OF ESSENCE:** Time is the essence of this Agreement and each of its terms.  
36

37 **36.** Seller hereby agrees that once an offer has been accepted the MLS Status shall be (choose one only):

38 ☒ Under Contract Show: The property may be shown even after an offer has been accepted.

39 ☐ Under Contract No Show: The property will not be shown once an offer has been accepted.

40 ☐ Determined by seller after acceptance of the offer.  
41

42 **37. 1031 EXCHANGE:** Does Seller ☐ does -OR- ☒ does not intend to perform an IRC Section 1031 tax deferred  
43 exchange. If yes, Broker is aware and acknowledges that Seller intends to perform an IRC Section 1031 tax  
44 deferred exchange. Broker will cooperate in such an exchange and Seller agrees to hold Broker harmless from any  
45 and all claims, costs, liabilities or delays in time resulting from such an exchange.  
46  
47  
48

Seller acknowledges that (s)he has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
1

1 **ADDITIONAL TERMS:**

2 2.0 of 3% commission      buyer's agent in the MLS

3  
4  
5  
6 **THE PRE-PRINTED PORTION OF THIS AGREEMENT HAS BEEN APPROVED BY THE GREATER**  
7 **LAS VEGAS ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS THE LEGAL**  
8 **VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. FOR**  
9 **LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.**

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

13  
14 **SELLER:**

15  
16 Date \_\_\_\_\_ Time \_\_\_\_\_ ☐ AM ☐ PM

17 Seller \_\_\_\_\_ Printed Name: Georgeann Accomando

Phone \_\_\_\_\_ E-Mail: annrose153@gmail.com Address: 5607 Lame Horse Dr Las Vegas NV 89120

Date \_\_\_\_\_ Time \_\_\_\_\_ ☐ AM ☐ PM

Printed Name: \_\_\_\_\_

Phone \_\_\_\_\_ E-Mail: \_\_\_\_\_ Address \_\_\_\_\_

30 Date \_\_\_\_\_ Time \_\_\_\_\_ ☐ AM ☐ PM

31  
32 Seller's Signature \_\_\_\_\_ Printed Name: \_\_\_\_\_

33  
34 Phone \_\_\_\_\_ E-Mail: \_\_\_\_\_ Address \_\_\_\_\_

35  
36  
37 Date \_\_\_\_\_ Time \_\_\_\_\_ ☐ AM ☐ PM

38  
39 Seller's Signature \_\_\_\_\_ Printed Name: \_\_\_\_\_

40  
41 Phone \_\_\_\_\_ E-Mail: \_\_\_\_\_ Address \_\_\_\_\_

42  
43  
44  
Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER'S INITIALS: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

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**BROKER:**

Company Platinum R.E. Professionals  
Address 5588 S Fort Apache Road #100 City Las Vegas State NV Zip 89148  
Phone 7025450020 E-Mail Aaron@homepros.vegas  
Designated Licensee Signature \_\_\_\_\_ License No. 191404  
Printed Name: Aaron Zoellert Licensee's Phone: 702-979-0906  
Broker's Signature \_\_\_\_\_ License No. 43707  
Printed Name: Diana Glagaman Date \_\_\_\_\_ Time: \_\_\_\_\_ ☐ AM ☐ PM

**AN EXCLUSIVE BROKERAGE AGREEMENT MUST BE SIGNED BY THE BROKER TO BE VALID**

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

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

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## 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.

\_\_\_\_\_  
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 AND 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 shown 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 1-800-869-9777, 1-800-290-1617 (TTY). For information and publications on fair housing, call HUD's Fair Housing Information Clearinghouse at 1-800-343-3442.

*Kingman Golden Valley Association of Realtors*  
**EXCLUSIVE EMPLOYMENT AGREEMENT**  
Exclusive Right to Sell

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.

1. **EXCLUSIVE RIGHT:** In consideration of the acceptance by the undersigned licensed Arizona real estate Broker ["Broker"] of the terms of this Listing Contract ("Listing") and Broker's promise to endeavor to sell, rent, exchange, or option the Property described below ("Property"), I or We, as Owner(s) ("Owner"), employ and grant Broker the exclusive and irrevocable right commencing on 6/15/2022 and expiring at 11:59 p.m. on 1/31/2023, to sell, rent, exchange, or option the Property described below.

2. **PROPERTY DESCRIPTION:** The Property which Owner is listing is described as follows: ☐ Residential ☐ Commercial ☒ Vacant Land  
0000 Avenida Sierra Madre Kingman Mohave  
Street Address City/Town County

T23N R16W SEC 3 PARCEL 14 OF HIDDEN MEADOWS UNIT 1 AS SHOWN ON RS 17/47-47B REC 11/30/1998 EN 987234 331-38-017  
Legal Description Assessor #

3. **LISTING PRICE:** The listing price shall be Fifty-Four Thousand Nine Hundred (\$ 54,900.00 ).

4. **ACCESS AND LOCKBOX.** Owner acknowledges that a lockbox and any other keys left with or available to Broker will permit access to the Premises by Broker or any other broker, with or without potential purchasers or tenants ("Prospects"), even when Owner or occupant are absent. Owner acknowledges that neither the Western Arizona Realtor Data Exchange ("WARDEX"), nor any Board or Association of REALTORS®, nor any broker, is insuring Owner or occupant against theft, loss or vandalism resulting from any such access. Owner is responsible for taking such steps as may be necessary to secure and protect the Premises during any time that a lockbox is being used and obtaining appropriate insurance.

Owner Opt's Out

5. **AGENCY RELATIONSHIPS.** Owner understands that Broker is Owner's agent with respect to this listing. Owner understands that a Prospect may also wish to be represented by Broker in connection with the purchase or rental of the Premises. In the event, Broker would be serving as the agent for both Owner and the Prospect. Since Owner does not wish to limit the range of Prospects at this time, Owner agrees to work with Broker to resolve any potential agency conflicts that may arise. Owner initially authorizes Broker to cooperate with other brokers in any manner whatsoever.

6. **COMPENSATION TO BROKER.** Owner agrees to compensate Broker as follows:

- A. **RETAINER.** Broker acknowledges receipt of a non-refundable retainer fee of \_\_\_\_\_ payable to Broker for the consultation, research and other services.
- B. **COMMISSIONS.** If Broker procures a ready, willing and able purchaser or tenant in accordance with this Listing, or if a sale, rental, option or exchange of the Premises is made by Owner or through any other broker, or otherwise, during the term of this Listing, for services rendered, Owner agrees to pay Broker a commission of 8 % of gross listing or selling price or ☐ other \_\_\_\_\_.
- C. **OTHER BROKERS.** Owner authorizes Broker to divide all such compensation with other brokers in any manner acceptable to Broker.
- D. **PAYMENTS FROM ESCROW OR RENT.** Owner instructs the escrow company, if any, to pay all such compensation to Broker in cash as a condition to closing or upon cancellation of the escrow, and irrevocably assigns to Broker, to the extent necessary, money payable to Owner at the closing or cancellation of escrow. Broker is authorized to deduct compensation from any rent or other monies received on behalf of Owner.
- E. **PURCHASE BY TENANT.** If during the terms of any rental of the Premises, including any renewals or holdovers, or within \_\_\_\_\_ days after its termination, any tenant, or his heirs, executors, or assigns shall buy the Premises from Owner, the sale commission described in Paragraph 6(b) shall be deemed earned by and payable to Broker.
- F. **AFTER EXPIRATION.** After the expiration of this Listing, the same commissions, as appropriate, shall be payable if a sale, rental, exchange, or option is made by Owner to any person to whom the Premises has been shown or with whom Owner or any broker has negotiated concerning the Premises during the term of this Listing, (1) within 60 days after the expiration of this Listing, unless Premises had been listed on an exclusive basis with another broker, or (2) during the pendency, including the closing, of any purchase contract or escrow relating to the Premises that was executed or opened during the term of this Listing, or (3) as contemplated by Paragraph 6 (c).



Page 1 of 4



- G. FAILURE TO COMPLETE.** If completion of a sale or rental is prevented by default of Owner, or with the consent of Owner, the entire sale or rental commission, as appropriate, shall be paid to Broker by Owner. If any earnest deposit is forfeited for any other reason, Owner shall pay a brokerage fee equal to the lesser of one-half of the earnest deposit or the full amount of the commission.
- H. NO LIMITATION.** Nothing in this Listing shall be construed as limiting applicable provisions of law relating to when commissions are earned or payable.

**7. USE OF INFORMATION.** The information on the Data Entry Form and any photographs of the Premises will be provided to WARDEX to be published and disseminated, in whole or in part, in printed or electronic form, including via the Internet, to WARDEX participants and the general public, even after the cancellation or expiration of the Listing. Broker is authorized to report the sale, exchange, option or rental of the Premises, and its price, terms and financing, for dissemination through WARDEX or otherwise to authorized WARDEX participants and to the public and for use by companies engaged in selling information for various purposes, including but not limited to, appraisals or evaluations of tax assessments.

**8. ROLE OF BROKER:** Owner acknowledges that Broker is not responsible for the custody or condition of the Premises or for its management, maintenance, upkeep or repair.

**9. DOCUMENTS.** In connection with any sale or rental of the Premises, Owner consents to the use of the current AAR standard form of purchase or rental contract used by Broker and all other standard documents used by Broker and the escrow and title companies.

**10. COOPERATION BY OWNER:** Owner agrees to make available to Broker and Prospects all data, records and documents pertaining to the Premises. Owner authorized Broker, and any other broker authorized by Broker to preview and show the Premises at reasonable times and upon reasonable notice, to take and publish photographs of the Premises and to conduct virtual tours, and agrees to commit no act which might tend to obstruct Broker's performance hereunder. If the Premises are occupied by someone other than Owner, Owner will provide to Broker the occupant's written consent to cooperate in connection with the showing of the Premises. Owner shall not communicate directly with any Prospect or other broker during the term of this Listing and shall refer all Prospects and other brokers to Broker during the term hereof.

**11. INSURANCE.** Owner acknowledges that Owner's or occupant's property could be damaged or stolen or persons visiting the Premises could be injured. Owner shall be responsible for obtaining appropriate insurance to cover such possible events.

**12. SIGN.** Broker is authorized to place Broker's appropriate signs on the Premises until the later of any close of escrow by a purchaser or occupancy by a tenant.

**13. OWNER'S OBLIGATION / WARRANTIES BY OWNER.** Owner Agrees to and warrant:

- A. CAPACITY.** Owner has the legal capacity, full power and authority to enter into this Listing, deliver marketable title to the Premises and consummate the transactions contemplated hereby on Owner's own behalf or on behalf of the party Owner represents, as appropriate.
- B. ADVERSE INFORMATION.** Owner has disclosed to Broker all material latent defects and information concerning the Premises known to Owner, including all material information relating to: Connection to a public sewer system, septic tank or other sanitation system; the existence of any tax, judgment or other type of lien/past or present infestation by or treatment for wood-destroying pests or organisms; and past or present repair of the Premises for damage resulting from wood-destroying pests or organisms or has in the past ever or currently own's 5 or more lots in any one subdivision. During the term of this Listing, Owner agrees to continue disclosing to Broker all additional information of the type required by the preceding sentence promptly after Owner becomes aware of any such information.
- C. CORRECT INFORMATION.** All information concerning the Premises in this Listing, including the Data Entry Form relating to the Premises, or otherwise provided by Owner to Broker or to any Prospect is, or will be at the time provided, and shall be at close of escrow or occupancy by a tenant, true, correct and complete. Owner agrees to notify Broker promptly if there is any material change in such information until the latest to occur of the expiration of this Listing, any close of escrow or occupancy by a tenant.
- D.** To consult with the Broker prior to the execution of an acceptance of an "Offer".
- E.** To remove all but Broker's signs from the Property and assure the Broker that no other employment of Listing agreements are in effect.
- F.** In the event of a sale, exchange, or option to furnish a good and sufficient conveyance and marketable title insured for the gross sales price by a company licensed in Arizona to issue title insurance.
- G.** To immediately refer all inquiries received or known by the Owner during the term of this Listing to the Broker, and fully cooperate with Brokers in showing the Property.
- H.** Upon Listing Broker's request, Seller agrees to complete, sign and deliver to escrow company a certificate concerning whether Seller is a foreign person or nonresident alien pursuant to the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA).
- I. UTILITIES.** During the term of this Listing, Owner shall maintain continuous service to the Premises of all utilities which are currently connected to the property.

\_\_\_\_\_  
Owner's Initial's



14. **RELIEF OF LIABILITY.** Broker is hereby relieved of any and all liability and responsibility for everything in Paragraphs 11 and 13.
15. **ATTORNEYS' FEES.** In any action or proceeding to enforce any provision of this Listing, or for damages sustained by reason of its breach, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees, as set by the court or arbitrator and not by a jury, and all other related expenses, such as expert witness fees, fees paid to investigators and court costs. Additionally, if any Broker reasonably hires an attorney to enforce the collection of any commission without commencing any action or proceeding, Owner agrees to pay such Broker's attorney's fees and costs, and Owner also agrees to pay interest at the legal rate on all commission and other amounts owed or due to Broker from the time due until paid in full.
16. **INDEMNIFICATION.** The Owner agrees to indemnify and hold Broker, the appropriate Association of REALTORS®, WARDEX and all other Brokers harmless against any and all claims, liability, damage or loss arising from any misrepresentation, breach of warranty, breach of contract or breach of a promise by Owner, any incorrect information supplied by Owner, any facts concerning the Property not disclosed by Owner, including any facts known to Owner relating to adverse conditions or latent defects and any injury, loss, or damage to persons or Property in connection with the marketing or showing of the Property, including use of lockbox.
17. **DEPOSITS.** Owner authorized brokers to accept earnest deposits on behalf of Owner and to issue receipts for such earnest deposits.
18. **RECOMMENDATIONS.** If Broker recommends a builder, contractor, escrow company, title company, pest control service, appraiser, lender, home inspection company or home warranty company or any other person or entity to Owner for any purpose, such recommendation shall be independently investigated and evaluated by Owner, who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity recommended by Broker will be based solely upon such independent investigation and evaluation. Owner understands that said contractual arrangement may result in a commission or fee to Broker.
19. **SUBSEQUENT PURCHASE OFFERS.** Broker acknowledges that Owner has the right to accept subsequent offers until the close of escrow in the case of a sale or until occupancy by a tenant in the case of a rental. Owner understands that any subsequent offers accepted by Owner must be backup offers, namely, contingent on the cancellation or other nullification of any contracts arising upon the acceptance of earlier offers. Within 72 hours (excluding weekends and postal holidays) of the execution of a purchase contract by Owner, Broker shall change the status of the Listing from "active" to "sale pending" in the Multiple Listing Service computer system unless Owner instructs Broker in writing to continue to market the Premises, in which case, the Listing will be changed from "active" to "pending continue to show".
20. **EQUAL HOUSING OPPORTUNITY.** The Premises will be presented in compliance with federal, state and local fair housing laws and regulations.
21. **TIME OF ESSENCE.** Time is of the essence in the performance of the obligations contained in this Listing.
22. **COUNTERPARTS AND FACSIMILE.** This listing may be executed in any number of counterparts by the parties hereto. All counterparts so executed shall constitute one Listing binding upon all parties hereto, notwithstanding that all parties do not sign the same counterpart. An electronic copy of the Listing which indicates that the Listing was fully executed shall be treated as an original Listing.
23. **CONSTRUCTION OF LANGUAGE AND GOVERNING LAW.** The language of this Listing shall be construed according to its fair meaning and not strictly for or against either party. Words used in the masculine, feminine or neuter shall apply to either gender or the neuter, as appropriate. All singular and plural words shall be interpreted to refer to the number consistent with circumstances and context. Whenever the words "include", "including" are used in this Listing, they shall be deemed to be followed by the words "without limitation". If this Listing is used for a rental, exchange, or option instead of a sale of the Premises, all language in this Listing relating to the sale of Premises shall be construed to apply as appropriate, to a rental, exchange, or option. For example, Owner shall be deemed to be Exchanger, Optionor, or Landlord respectively. This Listing shall be governed by the laws of the State of Arizona.
24. **ADDITIONAL TERMS.**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Owner's Initial's





25. **ENTIRE AGREEMENT.** This Listing including the Data Entry sheet, plus any attached exhibits and any addenda or supplements signed by Owner and Broker shall constitute the entire agreement between Owner and Broker and supersede any other written or oral agreements between Owner and Broker. It is the intention of the parties that this Listing shall be a legally binding contract once it has been signed by Owner and Broker even though none, or only some, of the pages have been initialed by Owner. This Listing can be modified only by a writing signed by Owner and Broker.

**THE TERMS AND CONDITIONS IN THIS LISTING PLUS ALL INFORMATION ON THE DATA ENTRY FORM ARE INCORPORATED HEREIN BY REFERENCE. COMMISSIONS PAYABLE FOR THE SALE, RENTAL OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS OR MULTIPLE LISTING SERVICE OR IN ANY MANNER OTHER THAN BY NEGOTIATION BETWEEN THE BROKER AND THE OWNER. BY SIGNING BELOW, OWNER ACKNOWLEDGES THAT HE HAS READ, UNDERSTANDS AND ACCEPTS ALL TERMS AND PROVISIONS CONTAINED HEREIN AND THAT HE HAS RECEIVED A COPY OF THIS LISTING.**

<u>Georgann Accomando</u>		<u>Mario Accomando</u>	
Print Name of Owner		Print Name of Owner	
_____ Street		_____ City/Town	
_____ Phone		_____ State Zip	
_____ Fax		_____ annarose5853@gmail.com annarose5853@gmail.com	
_____ Owner's Signature		_____ Owner's e-mail address	
_____ Date		_____ Date	

In consideration of Owner's representations and promises in this Listing, Broker agrees to endeavor to effect a sale, rental, exchange, or option in accordance with this Listing and further agrees to provide this Listing for publication by a local Board or Association of REALTORS® and dissemination to the users of WARDEX.

<u>Keller Williams Arizona Living Realty</u>		<u>KerriPearceRealtor@gmail.com</u>	
Firm Name (Broker)		Firm e-mail	
By: _____		Office Phone	
Agent's Signature <u>Kerri Pearce</u>		<u>928-718-6215</u>	
_____ Designated Broker		_____ Agent's Fax	
_____ File No.		<u>Lisa Elliott</u> Date	





Arizona law requires the seller to disclose material (important) facts about the property, even if you are not asked by the buyer or a real estate agent. These disclosure obligations remain even if you and the buyer agree that no Seller's Property Disclosure Statement ("SPDS") will be provided.

The SPDS is designed to assist you, the seller, in making these legally required disclosures and to avoid inadvertent nondisclosures of material facts. To satisfy your disclosure obligations and protect yourself against alleged nondisclosure, you should complete the SPDS by answering all questions as truthfully and as thoroughly as possible. Attach copies of any available invoices, warranties, inspection reports, and leases, to ensure that you are disclosing accurate information. Use the blank lines to explain your answers. If you do not have the personal knowledge to answer a question, it is important not to guess – use the blank lines to explain the situation.

If the buyer asks you about an aspect of the property, you have a duty to disclose the information, even if you do not consider the information material.\* You also have a legal duty to disclose facts when disclosure is necessary to prevent a previous statement from being misleading or misrepresented; for example, if something changes.

If you do not make the legally required disclosures, you may be subject to civil liability. Under certain circumstances, nondisclosure of a fact is the same as saying that the fact does not exist. Therefore, nondisclosure may be given the same legal effect as fraud.

If you are using the Arizona Association of REALTORS® ("AAR") Vacant Land/Lot Purchase Contract, the seller is required to deliver "a completed AAR Vacant Land/Lot SPDS form to the Buyer within five (5) days after Contract acceptance." If the Seller does not provide the SPDS as the Contract requires, the Seller is potentially in breach of the Contract, thereby enabling the Buyer to cancel the transaction and receive the earnest money deposit.

\* By law, sellers are not obligated to disclose that the property is or has been: (1) a site of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender. However, the law does not protect a seller who makes an intentional misrepresentation. For example, if you are asked whether there has been a death on the property and you know that there was such a death, you should not answer "no" or "I don't know." Instead you should either answer truthfully or respond that you are not legally required to answer the question.

# VACANT LAND/LOT SELLER'S PROPERTY DISCLOSURE STATEMENT (SPDS) (To be completed by Seller)

Document updated:  
October 2021



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



## MESSAGE TO THE SELLER:

Sellers are obligated by law to disclose all known material (important) facts about the Property to the Buyer. The SPDS is designed to assist you in making these disclosures. If you know something important about the Property that is not addressed on the SPDS, add that information to the form. Prospective Buyers may rely on the information you provide.

**INSTRUCTIONS:** (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the blank lines to explain. *By signing below you acknowledge that the failure to disclose known material information about the Property may result in liability.*

## MESSAGE TO THE BUYER:

Although Sellers are obligated to disclose all known material (important) facts about the Property, there are likely facts about the Property that the Sellers do not know. Therefore, it is important that you take an active role in obtaining information about the Property.

**INSTRUCTIONS:** (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the SPDS. (5) Review all other applicable documents, such as CC&R's, association bylaws, rules, and the title report or commitment. (6) Obtain professional inspections of the Property. (7) Investigate the surrounding area.

THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT VERIFIED BY THE BROKER(S) OR AGENT(S).

## PROPERTY AND OWNERSHIP

1. THIS DISCLOSURE CONCERNS THE FOLLOWING REAL PROPERTY: 0000 Avenida Sierra Madre
2. Kingman AZ 86401
3. COUNTY: TAX PARCEL NUMBER:
4. ZONING: DATE PURCHASED OR ACQUIRED:
5. How did you acquire the Property? ☐ Purchase ☐ Inheritance ☐ Foreclosure ☐ Gift ☐ Other:
6. LEGAL OWNER OF PROPERTY:
7. Is the Property located in an unincorporated area of the county? ☐ Yes ☐ No
8. If yes, and five or fewer parcels of land other than subdivided land are being transferred, the Seller must furnish the Buyer
9. with a written Affidavit of Disclosure in the form required by law.
10. To your knowledge, is the Property within a subdivision approved by the Arizona Department of Real Estate? ☐ Yes ☐ No
11. Is the legal owner(s) of the Property a Foreign Person pursuant to the Foreign Investment in Real Property
12. Tax Act (FIRPTA)? ☐ Yes ☐ No. If yes, consult a tax advisor; mandatory withholding may apply.
13. Does the Property include any leased land? ☐ Yes ☐ No
14. If No, skip to line 22
15. If yes, is the land: ☐ State ☐ Federal ☐ Privately owned ☐ Other:
16. How many acres are leased? \_\_\_\_\_
17. Expiration date of current lease: \_\_\_\_\_ (Attach a copy of the lease.)
18. Is the Property currently leased to a tenant? ☐ Yes ☐ No
19. If yes, expiration date of current lease: \_\_\_\_\_ (Attach a copy of the lease.)
20. If any refundable deposits or prepaid rents are being held, by whom and how much? Explain:
21. \_\_\_\_\_
22. 

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	Have you entered into any agreement to transfer your interest in the Property in any way, including lease renewals
<input type="checkbox"/>	<input type="checkbox"/>	or options to purchase? Explain: _____
<input type="checkbox"/>	<input type="checkbox"/>	To your knowledge, is the Property subject to Covenants, Conditions and Restrictions or deed restrictions?
<input type="checkbox"/>	<input type="checkbox"/>	Explain: _____

>>

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Initials>

BUYER BUYER

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TRANSACTIONS  
www.azmls.com

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Vacant Land/Lot Seller's Property Disclosure Statement (SPDS) >>

YES NO

26. ☐ ☐ Are you aware of any association(s) governing this Property?  
If yes, membership in the association(s) is ☐ Mandatory ☐ Voluntary  
Association Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Association Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_  
If yes, are there any fees? How much? \$ \_\_\_\_\_ How often? \_\_\_\_\_  
How much? \$ \_\_\_\_\_ How often? \_\_\_\_\_  
☐ ☐ Are you aware of any proposed assessment(s)?  
If yes, explain: \_\_\_\_\_  
☐ ☐ Are you aware of any pending or anticipated disputes or litigation regarding the Property or the association(s)?  
Explain: \_\_\_\_\_  
☐ ☐ Are you aware of any of the following recorded against the Property? (Check all that apply):  
☐ Judgment liens ☐ Tax liens ☐ Other non-consensual liens  
Explain: \_\_\_\_\_  
42. ☐ ☐ Are you aware of any title issues affecting this Property? (Check all that apply):  
43. ☐ Recorded easements ☐ Use restrictions ☐ Lot line disputes ☐ Encroachments  
44. ☐ Unrecorded easements ☐ Use permits ☐ Conservation easement ☐ Other \_\_\_\_\_  
45. Explain: \_\_\_\_\_  
46. ☐ ☐ Are you aware of any pending or anticipated eminent domain or condemnation proceedings regarding the Property?  
47. Explain: \_\_\_\_\_  
48. ☐ ☐ Are you aware of any development, impact, or similar fees regarding the Property?  
49. Explain: \_\_\_\_\_  
50. ☐ ☐ Are you aware if the Property is located within the boundaries of a Community Facilities District (CFD)?  
51. If yes, provide the name of the CFD: \_\_\_\_\_

**ACCESS**

52. There ☐ is ☐ is not...legal access to the Property, as defined in A.R.S. §11-831 ☐ unknown  
53. Explain: \_\_\_\_\_  
54. \_\_\_\_\_  
55. There ☐ is ☐ is not...physical access to the Property ☐ unknown  
56. Explain: \_\_\_\_\_  
57. \_\_\_\_\_  
58. There ☐ is ☐ is not...a statement from a licensed surveyor or engineer available stating whether the Property has  
59. physical access that is traversable by a two-wheel drive passenger motor vehicle  
60. The legal and physical access to the Property ☐ is ☐ is not...the same ☐ unknown ☐ not applicable  
61. Explain: \_\_\_\_\_  
62. \_\_\_\_\_  
63. The road(s) ☐ is publicly maintained ☐ privately maintained ☐ not maintained ☐ not applicable. If applicable, there  
64. ☐ is ☐ is not...a recorded road maintenance agreement.  
65. If the roads are not publicly maintained, it is the responsibility of the Property owner(s) to maintain the roads and roads that  
66. are not improved to county standards and accepted for maintenance are not the county's responsibility.

>>

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BUYER BUYER

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TRANSACTIONS

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Vacant Land/Lot Seller's Property Disclosure Statement (SPDS) >>

**USE**

67. What is the current use of the Property? \_\_\_\_\_
68. What prior uses of the Property are you aware of? \_\_\_\_\_

**YES NO**

69. ☐ ☐ To your knowledge, does the current use conform with current zoning?
70. If no, Explain: \_\_\_\_\_
71. ☐ ☐ Are you aware of any improvements on the Property?
72. Explain: \_\_\_\_\_
73. ☐ ☐ Are you aware of any crops being grown on the Property?
74. If yes, are the crops ☐ Owner operated ☐ Tenant operated
75. If yes, who has the right to harvest the crops and for what period of time? Explain: \_\_\_\_\_
76. \_\_\_\_\_
77. ☐ ☐ Are you aware of any livestock on the Property?
78. If yes, are the livestock ☐ Owner operated ☐ Tenant operated ☐ Open range

**UTILITIES**

79. ARE THE FOLLOWING SERVICES AVAILABLE TO THE PROPERTY?

**YES NO**

**PROVIDER**

80. ☐ ☐ Electricity: \_\_\_\_\_
81. Fuel: ☐ Natural gas ☐ Propane ☐ Oil \_\_\_\_\_
82. ☐ Cable: \_\_\_\_\_
83. ☐ ☐ Internet: \_\_\_\_\_
84. ☐ Telephone: \_\_\_\_\_
85. ☐ ☐ Garbage Collection: \_\_\_\_\_
86. ☐ ☐ Fire: \_\_\_\_\_
87. ☐ ☐ Irrigation: \_\_\_\_\_
88. ☐ Are there any alternate power systems serving the Property? (If no, skip to line 99)
89. If yes, indicate type (Check all that apply)
90. ☐ Solar ☐ Wind ☐ Generator ☐ Other \_\_\_\_\_
91. ☐ ☐ Are you aware of any past or present problems with the alternate power system(s)?
92. Explain: \_\_\_\_\_
93. ☐ ☐ Are any power systems serving the Property leased?
94. Explain: \_\_\_\_\_
95. If yes, provide name and phone number of the leasing company (Attach copy of lease if available) \_\_\_\_\_
96. \_\_\_\_\_

97. **NOTICE TO BUYER:** If the Property is served by a solar system, Buyer is advised to read all pertinent
98. documents and review the cost, insurability, operation, and value of the system, among other items.

**WATER**

**YES NO**

99. Is there a domestic water source to the Property?
100. If yes, water source is: ☐ Public ☐ Private water company ☐ Private well ☐ Shared well ☐ Hauled water
101. If water source is a private or shared well, or water can be used from springs, streams, lakes, ponds, reservoirs,
102. canyons, or ravines, complete and attach the DOMESTIC WATER WELL/ WATER USE ADDENDUM.
103. If water source is public, a private water company, or hauled water, Provider is: \_\_\_\_\_

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**Vacant Land/Lot Seller's Property Disclosure Statement (SPDS) >>**

**YES NO**

104. ☐ ☐ Are you aware of any past or present drinking water problems?  
 105. Explain: \_\_\_\_\_  
 106. \_\_\_\_\_  
 107. ☐ ☐ To your knowledge, is the Property in one of the following districts or areas? (Check all that apply):  
 108. ☐ Central Arizona Project (CAP) District ☐ Irrigation Non-Expansion Area ☐ Active Management Area  
 109. ☐ Central Arizona Groundwater Replenishment District ☐ Other: \_\_\_\_\_  
 110. ☐ ☐ Are you aware of any grandfathered water rights associated with the Property?  
 111. If yes, ☐ Type I ☐ Type II ☐ Irrigation  
 112. Grandfathered Water Rights Certificate # \_\_\_\_\_  
 113. What is the allotment? \_\_\_\_\_ acre feet  
 114. Number of irrigated acres \_\_\_\_\_  
 115. ☐ ☐ To your knowledge, does the Property have surface water rights? If yes, Certificate # \_\_\_\_\_  
 116. **NOTICE TO BUYER: If the Property is served by a well, private water company or a municipal water provider,**  
 117. **the Arizona Department of Water Resources may not have made a water supply determination. For more**  
 118. **information about water supply, or any of the above services, contact the provider.**

**SEWER/WASTEWATER TREATMENT**

**YES NO**

119. Type of sewer: ☐ Public ☐ Private ☐ Planned and approved sewer system, but not connected ☐ None  
 120. Name of Provider: \_\_\_\_\_  
 121. ☐ ☐ Is the Property served by an On-Site Wastewater Treatment Facility? (If no, skip to line 143)  
 122. If yes, the Facility is: ☐ Conventional septic system ☐ Alternative system; type: \_\_\_\_\_  
 123. \_\_\_\_\_ or;  
 124. Other: \_\_\_\_\_  
 125. **NOTICE TO BUYER: Contact the appropriate governmental or private provider regarding the availability**  
 126. **and cost of sewer connection.**  
 127. ☐ ☐ If the Facility is an alternative system, is it currently being serviced under a maintenance contract?  
 128. If yes, name of contractor: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 129. Approximate year Facility installed: \_\_\_\_\_ (Attach copy of permit)  
 130. ☐ ☐ Are you aware of any repairs or alterations made to this Facility since original installation?  
 131. Explain: \_\_\_\_\_  
 132. \_\_\_\_\_  
 133. Approximate date of last Facility inspection and/or pumping of septic tank: \_\_\_\_\_  
 134. \_\_\_\_\_  
 135. ☐ ☐ Are you aware of any past or present problems with the Facility? Explain: \_\_\_\_\_  
 136. ☐ ☐ Are you aware of any site/soil evaluation (percolation or other tests) having been performed on the Property?  
 137. If yes, when and by whom? \_\_\_\_\_  
 138. **NOTICE TO SELLER AND BUYER: The Arizona Department of Environmental Quality (ADEQ) requires a**  
 139. **pre-transfer inspection of on-site wastewater treatment facilities on re-sale properties.**

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Initials>

BUYER BUYER

Vacant Land/Lot Seller's Property Disclosure Statement (SPDS) >>

140. **NOTICE TO BUYER:** Cesspools have not been approved for use in Arizona since 1976. Current Arizona  
141. Department of Environmental Quality regulations on cesspools specifically prohibit their use for sewage  
142. disposal [R18-9-A309(A)(4) and R18-5-408(D)].

**ENVIRONMENTAL INFORMATION**

YES NO

143. ☐ ☐ Are you aware of the presence of any of the following on the Property, past or present? (Check all that apply):

144. ☐ Asbestos ☐ Radon gas ☐ Mining operations ☐ Pesticides

145. ☐ Underground storage tanks ☐ Fuel/oil/chemical disposal or storage

146. Explain: \_\_\_\_\_

147. ☐ ☐ Are you aware of the presence of any of the following in close proximity to Property, past or present? (Check all that apply):

148. ☐ Asbestos ☐ Radon gas ☐ Pesticides ☐ Underground storage tanks

149. ☐ Fuel/oil/chemical disposal or storage ☐ Other: \_\_\_\_\_

150. Explain: \_\_\_\_\_

151. ☐ ☐ Are you aware if the Property is located within any of the following? (Check all that apply):

152. ☐ Superfund ☐ Water Quality Assurance Revolving Fund ("WQARF")

153. ☐ Comprehensive Environmental Response Compensation and Liability Act ("CERCLA")

154. ☐ ☐ Are you aware of any environmental assessments or studies having been performed on the Property?

155. If yes, was the study a (Check all that apply): ☐ Phase I ☐ Phase II ☐ Phase III ☐ Other \_\_\_\_\_

156. (Attach copies of the environmental assessment or study.)

157. ☐ ☐ Are you aware of any past or present issues or problems with any of the following on the Property? (Check all that apply):

158. ☐ Soil settlement/expansion ☐ Drainage/grade ☐ Erosion ☐ Fissures ☐ Other \_\_\_\_\_

159. Explain: \_\_\_\_\_

160. **NOTICE TO BUYER:** The Arizona Department of Real Estate provides earth fissure maps to any member  
161. of the public in printed or electronic format upon request and on its website at: [www.azreg.gov](http://www.azreg.gov)

162. ☐ ☐ Are you aware of any past or present issues or problems in close proximity to the Property related to any of  
163. the following? (Check all that apply):

164. ☐ Soil settlement/expansion ☐ Drainage/grade ☐ Erosion ☐ Fissures ☐ Other \_\_\_\_\_

165. Explain: \_\_\_\_\_

166. ☐ ☐ Are you aware if the Property is subject to any present or proposed effects of any of the following? (Check all that apply):

167. ☐ Airport noise ☐ Traffic noise ☐ Rail line noise ☐ Neighborhood noise ☐ Toxic waste disposal

168. ☐ Odors ☐ Nuisances ☐ Sand/gravel operations ☐ Other \_\_\_\_\_

169. Explain: \_\_\_\_\_

170. ☐ ☐ Are you aware of any portion of the Property being situated on or in close proximity to a closed landfill?

171. Explain: \_\_\_\_\_

172. ☐ ☐ Are you aware of any conditions that make the Property subject to any of the following ordinances or regulations?

173. (Check all that apply):

174. ☐ Hillside ☐ Erosion control ☐ Native plant/animal species preservation ☐ Natural area open space requirements

175. ☐ Wetlands area ☐ Critical habitat

176. Are you aware if the Property is located in the vicinity of an airport (military, public, or private)?

177. Explain: \_\_\_\_\_

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BUYER BUYER

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This contract is for use by Kerri Pearce of EG Keller Williams Arizona Living Realty and their phone number 928-718-6211

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PLTFSCMOT0041

178. **NOTICE TO SELLER AND BUYER:** Pursuant to Arizona Law a Seller shall provide a written disclosure to the  
 179. Buyer if the Property is located in territory in the vicinity of a military airport or ancillary military facility as  
 180. delineated on a map prepared by the State Land Department. The Department of Real Estate also is obligated  
 181. to record a document at the County Recorder's Office disclosing if the property is under restricted air space  
 182. and to maintain the State Land Department Military Airport Map on its website at: [www.azre.gov](http://www.azre.gov).

YES NO

183. ☐ ☐ Are you aware if any portion of the Property is in a flood way or flood plain?

184. Explain: \_\_\_\_\_

185. ☐ ☐ Are you aware of any portion of the Property ever having been flooded?

186. Explain: \_\_\_\_\_

187. **NOTICE TO BUYER:** Your mortgage lender [may] [will] require you to purchase flood insurance in connection  
 188. with your purchase of this property. The National Flood Insurance Program provides for the availability of flood  
 189. insurance and establishes flood insurance policy premiums based on the risk of flooding in the area where  
 190. properties are located. Changes to federal law (The Biggert-Waters Flood Insurance Reform Act of 2012 and the  
 191. Homeowner Flood Insurance Affordability Act of 2014, in particular) will result in changes to flood insurance  
 192. premiums that are likely to be higher, and in the future may be substantially higher, than premiums paid for  
 193. flood insurance prior to or at the time of sale of the property. As a result, purchasers of property should not rely  
 194. on the premiums paid for flood insurance on this property previously as an indication of the premiums that will  
 195. apply after completion of the purchase. In considering purchase of this property you should consult with one or  
 196. more carriers of flood insurance for a better understanding of flood insurance coverage, current and anticipated  
 197. future flood insurance premiums, whether the prior owner's policy may be assumed by a subsequent purchaser  
 198. of the property, and other matters related to the purchase of flood insurance for the property. For more information  
 199. about flood insurance as it relates to this property, you may also wish to contact the Federal Emergency  
 200. Management Agency (FEMA) at: <https://www.fema.gov/national-flood-insurance-program>.

# MISCELLANEOUS

YES NO

201. ☐ ☐ Are you aware of any survey of the Property by a licensed surveyor having been performed? If yes, when and  
 202. by whom? \_\_\_\_\_ (Attach surveyor's plat map)

203. ☐ ☐ If yes, is the survey recorded?

204. ☐ ☐ Are you aware of any archeological features or artifacts on the Property?

205. Explain: \_\_\_\_\_

206. ☐ ☐ Are you aware of any archeological study having been performed on the Property?

207. If yes, when and by whom? \_\_\_\_\_

208. ☐ ☐ Are you aware of any endangered species on the Property? Explain: \_\_\_\_\_

209. \_\_\_\_\_

210. ☐ ☐ Are you aware of any endangered species studies having been performed on the Property? If yes, when and  
 211. by whom? \_\_\_\_\_

212. ☐ ☐ Are you aware of any mineral rights that transfer with the title? If yes, explain: \_\_\_\_\_

213. \_\_\_\_\_

214. ☐ ☐ Are you aware of any open mine shafts/tunnels, abandoned wells, or other hazards on the Property?

215. If yes, describe location: \_\_\_\_\_

216. \_\_\_\_\_

217. (Illustrate location on plat map, if attached.)





*Kingman Golden Valley Association of Realtors*  
**EXCLUSIVE EMPLOYMENT AGREEMENT**  
Exclusive Right to Sell

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.

1. **EXCLUSIVE RIGHT:** In consideration of the acceptance by the undersigned licensed Arizona real estate Broker ("Broker") of the terms of this Listing Contract ("Listing") and Broker's promise to endeavor to sell, rent, exchange, or option the Property described below ("Property"), I or We, as Owner(s) ("Owner"), employ and grant Broker the exclusive and irrevocable right commencing on 7/1/2022 and expiring at 11:59 p.m. on 1/31/2023, to sell, rent, exchange, or option the Property described below:

2. **PROPERTY DESCRIPTION:** The Property which Owner is listing is described as follows: ☐ Residential ☐ Commercial ☒ Vacant Land  
0000 Wenima Dr Golden Valley Mohave  
Street Address City/Town County

NW4 SE4 SW4 CONT 10 ACRES 209-13-028 (209-13-047 & 048) 209-13-048&047  
Legal Description Assessor #

3. **LISTING PRICE:** The listing price shall be  
Thirty-Seven Thousand Five Hundred (\$ 37,500.00)

4. **ACCESS AND LOCKBOX.** Owner acknowledges that a lockbox and any other keys left with or available to Broker will permit access to the Premises by Broker or any other broker with or without potential purchasers or tenants ("Prospects"), even when Owner or occupant are absent. Owner acknowledges that neither the Western Arizona Real Estate Data Exchange ("WARDEX"), nor any Board or Association of REALTORS®, nor any broker is insuring Owner or occupant against theft, loss or vandalism resulting from any such access. Owner is responsible for taking such steps as may be necessary to secure and protect the Premises during any time that a lockbox is being used and obtaining appropriate insurance.

Owner Opt's Out

5. **AGENCY RELATIONSHIPS.** Owner understands that Broker is Owner's agent with respect to this listing. Owner understands that a Prospect may also wish to be represented by Broker in connection with the purchase or rental of the Premises. In the event, Broker would be serving as the agent for both Owner and the Prospect. Since Owner does not wish to limit the range of Prospects at this time, Owner agrees to work with Broker to resolve any potential agency conflicts that may arise. Owner initially authorizes Broker to cooperate with other brokers in any manner whatsoever.

6. **COMPENSATION TO BROKER.** Owner agrees to compensate Broker as follows:

- A. **RETAINER.** Broker acknowledges receipt of a non-refundable retainer fee of \_\_\_\_\_ payable to Broker for the consultation, research and other services.
- B. **COMMISSIONS.** If Broker produces a ready, willing and able purchaser or tenant in accordance with this Listing, or if a sale, rental, option or exchange of the Premises is made by Owner or through any other broker, or otherwise, during the term of this Listing, for services rendered, Owner agrees to pay Broker a commission of 8 % of gross listing or selling price or ☐ other \_\_\_\_\_.
- C. **OTHER BROKERS.** Owner authorizes Broker to divide all such compensation with other brokers in any manner acceptable to Broker.
- D. **PAYMENTS FROM ESCROW OR RENT.** Owner instructs the escrow company, if any, to pay all such compensation to Broker in cash as a condition to closing or upon cancellation of the escrow, and irrevocably assigns to Broker, to the extent necessary, money payable to Owner at the closing or cancellation of escrow. Broker is authorized to deduct compensation from any rent or other monies received on behalf of Owner.
- E. **PURCHASE BY TENANT.** If during the term of any rental of the Premises, including any renewals or holdovers, or within \_\_\_\_\_ days after its termination, any tenant, or his heirs, executors, or assigns shall buy the Premises from Owner, the sale commission described in Paragraph 6(b) shall be deemed earned by and payable to Broker.
- F. **AFTER EXPIRATION.** After the expiration of this Listing, the same commissions, as appropriate, shall be payable if a sale, rental, exchange, or option is made by Owner to any person to whom the Premises has been shown or with whom Owner or any broker has negotiated concerning the Premises during the term of this Listing, (1) within 60 days after the expiration of this Listing, unless Premises had been listed on an exclusive basis with another broker, or (2) during the pendency, including the closing, of any purchase contract or escrow relating to the Premises that was executed or opened during the term of this Listing, or (3) as contemplated by Paragraph 6 (e).



Page 1 of 1

Owner's Initials



- G. FAILURE TO COMPLETE.** If completion of a sale or rental is prevented by default of Owner, or with the consent of Owner, the entire sale or rental commission, as appropriate, shall be paid to Broker by Owner. If any earnest deposit is forfeited for any other reason, Owner shall pay a brokerage fee equal to the lesser of one-half of the earnest deposit or the full amount of the commission.
- H. NO LIMITATION.** Nothing in this Listing shall be construed as limiting applicable provisions of law relating to when commissions are earned or payable.

**7. USE OF INFORMATION.** The information on the Data Entry Form and any photographs of the Premises will be provided to WARDEX to be published and disseminated, in whole or in part, in printed or electronic form, including via the Internet, to WARDEX participants and the general public, even after the cancellation or expiration of the Listing. Broker is authorized to report the sale, exchange, option or rental of the Premises, and its price, terms and financing, for dissemination through WARDEX or otherwise to authorized WARDEX participants and to the public and for use by companies engaged in selling information for various purposes, including but not limited to, appraisals or evaluations of tax assessments.

**8. ROLE OF BROKER:** Owner acknowledges that Broker is not responsible for the custody or condition of the Premises or for its management, maintenance, upkeep or repair.

**9. DOCUMENTS.** In connection with any sale or rental of the Premises, Owner consents to the use of the current AAR standard form of purchase or rental contract used by Broker and all other standard documents used by Broker and the escrow and title companies.

**10. COOPERATION BY OWNER:** Owner agrees to make available to Broker and Prospects all data, records and documents pertaining to the Premises. Owner authorized Broker, and any other broker authorized by Broker to preview and show the Premises at reasonable times and upon reasonable notice, to take and publish photographs of the Premises and to conduct virtual tours, and agrees to commit no act which might tend to obstruct Broker's performance hereunder. If the Premises are occupied by someone other than Owner, Owner will provide to Broker the occupant's written consent to cooperate in connection with the showing of the Premises. Owner shall not communicate directly with any Prospect or other broker during the term of this Listing and shall refer all Prospects and other brokers to Broker during the term hereof.

**11. INSURANCE.** Owner acknowledges that Owner's or occupant's property could be damaged or stolen or persons visiting the Premises could be injured. Owner shall be responsible for obtaining appropriate insurance to cover such possible events.

**12. SIGN.** Broker is authorized to place Broker's appropriate signs on the Premises until the later of any close of escrow by a purchaser or occupancy by a tenant.

\_\_\_\_ Owner Opt's Out

**13. OWNER'S OBLIGATION / WARRANTIES BY OWNER.** Owner Agrees to and warrant:

- A. CAPACITY.** Owner has the legal capacity, full power and authority to enter into this Listing, deliver marketable title to the Premises and consummate the transactions contemplated hereby on Owner's own behalf or on behalf of the party Owner represents, as appropriate.
- B. ADVERSE INFORMATION.** Owner has disclosed to Broker all material latent defects and information concerning the Premises known to Owner, including all material information relating to: Connection to a public sewer system, septic tank or other sanitation system; the existence of any tax, judgment or other type of lien/past or present infestation by or treatment for wood-destroying pests or organisms; and past or present repair of the Premises for damage resulting from wood-destroying pests or organisms or has in the past ever or currently own's 5 or more lots in any one subdivision. During the term of this Listing, Owner agrees to continue disclosing to Broker all additional information of the type required by the preceding sentence promptly after Owner becomes aware of any such information.
- C. CORRECT INFORMATION.** All information concerning the Premises in this Listing, including the Data Entry Form relating to the Premises, or otherwise provided by Owner to Broker or to any Prospect is, or will be at the time provided, and shall be at close of escrow or occupancy by a tenant, true, correct and complete. Owner agrees to notify Broker promptly if there is any material change in such information until the latest to occur of the expiration of this Listing, any close of escrow or occupancy by a tenant.
- D.** To consult with the Broker prior to the execution of an acceptance of an "Offer".
- E.** To remove all but Broker's signs from the Property and assure the Broker that no other employment of Listing agreements are in effect.
- F.** In the event of a sale, exchange, or option to furnish a good and sufficient conveyance and marketable title insured for the gross sales price by a company licensed in Arizona to issue title insurance.
- G.** To immediately refer all inquiries received or known by the Owner during the term of this Listing to the Broker, and fully cooperate with Brokers in showing the Property.
- H.** Upon Listing Broker's request, Seller agrees to complete, sign and deliver to escrow company a certificate concerning whether Seller is a foreign person or nonresident alien pursuant to the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA).
- I. UTILITIES.** During the term of this Listing, Owner shall maintain continuous service to the Premises of all utilities which are currently connected to the property.

Owner's Initial's



14. **RELIEF OF LIABILITY.** Broker is hereby relieved of any and all liability and responsibility for everything in Paragraphs 11 and 13.
15. **ATTORNEYS' FEES.** In any action or proceeding to enforce any provision of this Listing, or for damages sustained by reason of its breach, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees, as set by the court or arbitrator and not by a jury, and all other related expenses, such as expert witness fees, fees paid to investigators and court costs. Additionally, if any Broker reasonably hires an attorney to enforce the collection of any commission without commencing any action or proceeding, Owner agrees to pay such Broker's attorney's fees and costs, and Owner also agrees to pay interest at the legal rate on all commission and other amounts owed or due to Broker from the time due until paid in full.
16. **INDEMNIFICATION.** The Owner agrees to indemnify and hold Broker, the appropriate Association of REALTORS®, WARDEX and all other Brokers harmless against any and all claims, liability, damage or loss arising from any misrepresentation, breach of warranty, breach of contract or breach of a promise by Owner, any incorrect information supplied by Owner, any facts concerning the Property not disclosed by Owner, including any facts known to Owner relating to adverse conditions or latent defects and any injury, loss, or damage to persons or Property in connection with the marketing or showing of the Property, including use of lockbox.
17. **DEPOSITS.** Owner authorized brokers to accept earnest deposits on behalf of Owner and to issue receipts for such earnest deposits.
18. **RECOMMENDATIONS.** If Broker recommends a builder, contractor, escrow company, title company, pest control service, appraiser, lender, home inspection company or home warranty company or any other person or entity to Owner for any purpose, such recommendation shall be independently investigated and evaluated by Owner, who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity recommended by Broker will be based solely upon such independent investigation and evaluation. Owner understands that said contractual arrangement may result in a commission or fee to Broker.
19. **SUBSEQUENT PURCHASE OFFERS.** Broker acknowledges that Owner has the right to accept subsequent offers until the close of escrow in the case of a sale or until occupancy by a tenant in the case of a rental. Owner understands that any subsequent offers accepted by Owner must be backup offers, namely, contingent on the cancellation or other nullification of any contracts arising upon the acceptance of earlier offers. Within 72 hours (excluding weekends and postal holidays) of the execution of a purchase contract by Owner, Broker shall change the status of the Listing from "active" to "sale pending" in the Multiple Listing Service computer system unless Owner instructs Broker in writing to continue to market the Premises, in which case, the Listing will be changed from "active" to "pending continue to show".
20. **EQUAL HOUSING OPPORTUNITY.** The Premises will be presented in compliance with federal, state and local fair housing laws and regulations.
21. **TIME OF ESSENCE.** Time is of the essence in the performance of the obligations contained in this Listing.
22. **COUNTERPARTS AND FACSIMILE.** This listing may be executed in any number of counterparts by the parties hereto. All counterparts executed shall constitute one Listing binding upon all parties hereto, notwithstanding that all parties do not sign the same counterpart. An electronic copy of the Listing which indicates that the Listing was fully executed shall be treated as an original Listing.
23. **CONSTRUCTION OF LANGUAGE AND GOVERNING LAW.** The language of this Listing shall be construed according to its fair meaning and not strictly for or against either party. Words used in the masculine, feminine or neuter shall apply to either gender or the neuter, as appropriate. All singular and plural nouns shall be interpreted to refer to the number consistent with circumstances and context. Whenever the words "include", "including" are used in this Listing, they shall be deemed to be followed by the words "without limitation". If this Listing is used for a rental, exchange, or option instead of a sale of the Premises, all language in this Listing relating to the sale of Premises shall be construed to apply as appropriate, to a rental, exchange, or option. For example, Owner shall be deemed to be Exchanger, Optionor, or Landlord respectively. This Listing shall be governed by the laws of the State of Arizona.
24. **ADDITIONAL TERMS.**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Owner's Initial's



25. **ENTIRE AGREEMENT.** This Listing including the Data Entry sheet, plus any attached exhibits and any addenda or supplements signed by Owner and Broker shall constitute the entire agreement between Owner and Broker and supersede any other written or oral agreements between Owner and Broker. It is the intention of the parties that this Listing shall be a legally binding contract once it has been signed by Owner and Broker even though none, or only some, of the pages have been initialed by Owner. This Listing can be modified only by a writing signed by Owner and Broker.

**THE TERMS AND CONDITIONS IN THIS LISTING PLUS ALL INFORMATION ON THE DATA ENTRY FORM ARE INCORPORATED HEREIN BY REFERENCE. COMMISSIONS PAYABLE FOR THE SALE, RENTAL OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS OR MULTIPLE LISTING SERVICE OR IN ANY MANNER OTHER THAN BY NEGOTIATION BETWEEN THE BROKER AND THE OWNER. BY SIGNING BELOW, OWNER ACKNOWLEDGES THAT HE HAS READ, UNDERSTANDS AND ACCEPTS ALL TERMS AND PROVISIONS CONTAINED HEREIN AND THAT HE HAS RECEIVED A COPY OF THIS LISTING.**

<u>Georgann Accomando</u>		<u>Mario Accomando</u>	
Print Name of Owner		Print Name of Owner	
Street		City/Town	State Zip
Phone		<u>annarose5853@gmail.com</u>	Date
Fax		Owner's e-mail address	Date
Owner's Signature		Owner's Signature	Date
Date			

In consideration of Owner's representations and promises in this Listing, Broker agrees to endeavor to effect a sale, rental exchange, or option in accordance with this Listing and further agrees to provide this Listing for publication by a local Board or Association of REALTORS® and dissemination to the users of WARDEX

<u>KG Keller Williams Arizona Living Realty</u>	<u>KerriPearceRealtor@gmail.com</u>	<u>928-718-6211</u>
Firm Name (Broker)	Firm e-mail	Office Phone
By: <u>Kerri Pearce</u>	Date	<u>928-718-6215</u>
Agent's Signature		Agent's Fax
<u>Lisa Elliott</u>	Date	
Designated Broker		
File No		





Arizona law requires the seller to disclose material (important) facts about the property, even if you are not asked by the buyer or a real estate agent. These disclosure obligations remain even if you and the buyer agree that no Seller's Property Disclosure Statement ("SPDS") will be provided.

The SPDS is designed to assist you the seller in making these legally required disclosures and to avoid inadvertent nondisclosures of material facts. To satisfy your disclosure obligations and protect yourself against alleged nondisclosure, you should complete the SPDS by answering all questions as truthfully and as thoroughly as possible. Attach copies of any available invoices, warranties, inspection reports, and leases, to ensure that you are disclosing accurate information. Use the blank lines to explain your answers. If you do not have the personal knowledge to answer a question, it is important not to guess – use the blank lines to explain the situation.

If the buyer asks you about an aspect of the property, you have a duty to disclose the information, even if you do not consider the information material.\* You also have a legal duty to disclose facts when disclosure is necessary to prevent a previous statement from being misleading or misrepresented; for example, if something changes.

If you do not make the legally required disclosures, you may be subject to civil liability. Under certain circumstances, nondisclosure of a fact is the same as saying that the fact does not exist. Therefore, nondisclosure may be given the same legal effect as fraud.

If you are using the Arizona Association of REALTORS® ("AAR") Vacant Land/Lot Purchase Contract, the seller is required to deliver "a completed AAR Vacant Land/Lot SPDS form to the Buyer within five (5) days after Contract acceptance." If the Seller does not provide the SPDS as the Contract requires, the Seller is potentially in breach of the Contract, thereby enabling the Buyer to cancel the transaction and receive the earnest money deposit.

\* By law, sellers are not obligated to disclose that the property is or has been: (1) a site of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender. However, the law does not protect a seller who makes an intentional misrepresentation. For example, if you are asked whether there has been a death on the property and you know that there was such a death, you should not answer "no" or "I don't know." Instead you should either answer truthfully or respond that you are not legally required to answer the question.

# VACANT LAND/LOT SELLER'S PROPERTY DISCLOSURE STATEMENT (SPDS)

(To be completed by Seller)

Document updated:  
October 2021



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



## MESSAGE TO THE SELLER

Sellers are obligated by law to disclose all known material (important) facts about the Property to the Buyer. The SPDS is designed to assist you in making these disclosures. If you know something important about the Property that is not addressed on the SPDS, add that information to the form. Prospective Buyers may rely on the information you provide.

**INSTRUCTIONS:** (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the blank lines to explain. By signing below you acknowledge that the failure to disclose known material information about the Property may result in liability.

## MESSAGE TO THE BUYER

Although Sellers are obligated to disclose all known material (important) facts about the Property, there are likely facts about the Property that the Sellers do not know. Therefore, it is important that you take an active role in obtaining information about the Property.

**INSTRUCTIONS:** (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the SPDS. (5) Review all other applicable documents, such as CC&R's, association bylaws, rules, and the title report or commitment. (6) Obtain professional inspections of the Property. (7) Investigate the surrounding area.

**THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT VERIFIED BY THE BROKER(S) OR AGENT(S).**

## PROPERTY AND OWNERSHIP

1. THIS DISCLOSURE CONCERNS THE FOLLOWING REAL PROPERTY: 0000 Wenima Dr
2. Golden Valley AZ 86413
3. COUNTY: \_\_\_\_\_ TAX PARCEL NUMBER: \_\_\_\_\_
4. ZONING: \_\_\_\_\_ DATE PURCHASED OR ACQUIRED: \_\_\_\_\_
5. How did you acquire the Property? ☐ Purchase ☐ Inheritance ☐ Foreclosure ☐ Gift ☐ Other: \_\_\_\_\_
6. LEGAL OWNER OF PROPERTY: \_\_\_\_\_
7. Is the Property located in an unincorporated area of the county? ☐ Yes ☐ No
8. If yes, and five or fewer parcels or land other than subdivided land are being transferred, the Seller must furnish the Buyer
9. with a written Affidavit of Disclosure in the form required by law.
10. To your knowledge, is the Property within a subdivision approved by the Arizona Department of Real Estate? ☐ Yes ☐ No
11. Is the legal owner(s) of the Property a Foreign Person pursuant to the Foreign Investment in Real Property
12. Tax Act (FIRPTA)? ☐ Yes ☐ No If yes, consult a tax advisor; mandatory withholding may apply.
13. Does the Property include any leased land? ☐ Yes ☐ No
14. If No, skip to line 22
15. If yes, is the land: ☐ State ☐ Federal ☐ Privately owned ☐ Other: \_\_\_\_\_
16. How many acres are leased? \_\_\_\_\_
17. Expiration date of current lease? \_\_\_\_\_ (Attach a copy of the lease.)
18. Is the Property currently leased to a tenant? ☐ Yes ☐ No
19. If yes, expiration date of current lease \_\_\_\_\_ (Attach a copy of the lease.)
20. If any refundable deposits or prepaid rents are being held, by whom and how much? Explain: \_\_\_\_\_
21. \_\_\_\_\_

YES NO

22. Have you entered into any agreement to transfer your interest in the Property in any way, including lease renewals
23. or options to purchase? Explain: \_\_\_\_\_
24. ☐ ☐ To your knowledge, is the Property subject to Covenants, Conditions and Restrictions or deed restrictions?
25. Explain: \_\_\_\_\_

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TRANSACTIONS  
10/13/2021 10:10 AM

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YES NO

26. ☐ ☐ Are you aware of any association(s) governing this Property?
27. If yes, membership in the association(s) is ☐ Mandatory ☐ Voluntary
28. Association Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_
29. Association Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_
30. If yes, are there any fees? How much? \$ \_\_\_\_\_ How often? \_\_\_\_\_
31. How much? \$ \_\_\_\_\_ How often? \_\_\_\_\_
32. ☐ ☐ Are you aware of any assessments affecting this Property? (Check all that apply):
33. ☐ Association assessment ☐ Road maintenance ☐ Sewer ☐ Water ☐ Electric ☐ Other \_\_\_\_\_
34. If yes, the approximate balance: \$ \_\_\_\_\_
35. ☐ ☐ Are you aware of any proposed assessment(s)?
36. If yes, explain: \_\_\_\_\_
37. ☐ Are you aware of any pending or anticipated disputes or litigation regarding the Property or the association(s)?
38. Explain: \_\_\_\_\_
39. ☐ Are you aware of any of the following recorded against the Property? (Check all that apply):
40. ☐ Judgment liens ☐ Tax liens ☐ Other non-consensual liens
41. Explain: \_\_\_\_\_
42. ☐ ☐ Are you aware of any title issues affecting this Property? (Check all that apply):
43. ☐ Recorded easements ☐ Use restrictions ☐ Lot line disputes ☐ Encroachments
44. ☐ Unrecorded easements ☐ Use permits ☐ Conservation easement ☐ Other \_\_\_\_\_
45. Explain: \_\_\_\_\_
46. ☐ ☐ Are you aware of any pending or anticipated eminent domain or condemnation proceedings regarding the Property?
47. Explain: \_\_\_\_\_
48. ☐ Are you aware of any development, impact, or similar fees regarding the Property?
49. Explain: \_\_\_\_\_
50. ☐ ☐ Are you aware if the Property is located within the boundaries of a Community Facilities District (CFD)?
51. If yes, provide the name of the CFD: \_\_\_\_\_

**ACCESS**

52. There ☐ is ☐ is not...legal access to the Property as defined in A.R.S. §11-831 ☐ unknown
53. Explain: \_\_\_\_\_
54. \_\_\_\_\_
55. There ☐ is ☐ is not...physical access to the Property ☐ unknown
56. Explain: \_\_\_\_\_
57. \_\_\_\_\_
58. There ☐ is ☐ is not...a statement from a licensed surveyor or engineer available stating whether the Property has
59. physical access that is traversable by a two-wheel drive passenger motor vehicle
60. The legal and physical access to the Property ☐ is ☐ is not...the same ☐ unknown ☐ not applicable
61. Explain: \_\_\_\_\_
62. \_\_\_\_\_
63. The road(s) ☐ is publicly maintained ☐ privately maintained ☐ not maintained ☐ not applicable. If applicable, there
64. ☐ is ☐ is not...a recorded road maintenance agreement.
65. **If the roads are not publicly maintained, it is the responsibility of the Property owner(s) to maintain the roads and roads that**
66. **are not improved to county standards and accepted for maintenance are not the county's responsibility.**

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**USE**

67. What is the current use of the Property? \_\_\_\_\_
68. What prior uses of the Property are you aware of? \_\_\_\_\_

**YES NO**

69. ☐ ☐ To your knowledge, does the current use conform with current zoning?
70. If no, Explain: \_\_\_\_\_
71. ☐ ☐ Are you aware of any improvements on the Property?
72. Explain: \_\_\_\_\_
73. Are you aware of any crops being grown on the Property?
74. If yes, are the crops ☐ Owner operated ☐ Tenant operated
75. If yes, who has the right to harvest the crops and for what period of time? Explain: \_\_\_\_\_
76. \_\_\_\_\_
77. ☐ ☐ Are you aware of any livestock on the Property?
78. If yes, are the livestock ☐ Owner operated ☐ Tenant operated ☐ Open range

**UTILITIES**

**79. ARE THE FOLLOWING SERVICES AVAILABLE TO THE PROPERTY?**

**YES NO**

**PROVIDER**

80. ☐ ☐ Electricity: \_\_\_\_\_
81. ☐ ☐ Fuel: ☐ Natural gas ☐ Propane ☐ Oil \_\_\_\_\_
82. ☐ ☐ Cable: \_\_\_\_\_
83. ☐ ☐ Internet: \_\_\_\_\_
84. ☐ ☐ Telephone: \_\_\_\_\_
85. ☐ ☐ Garbage Collection: \_\_\_\_\_
86. ☐ ☐ Fire: \_\_\_\_\_
87. ☐ ☐ Irrigation: \_\_\_\_\_
88. Are there any alternate power systems serving the Property? (If no, skip to line 99)
89. If yes, indicate type (Check all that apply)
90. ☐ Solar ☐ Wind ☐ Generator ☐ Other \_\_\_\_\_
91. ☐ Are you aware of any past or present problems with the alternate power system(s)?
92. Explain: \_\_\_\_\_
93. ☐ Are any power systems serving the Property leased?
94. Explain: \_\_\_\_\_
95. If yes, provide name and phone number of the leasing company (Attach copy of lease if available) \_\_\_\_\_
96. \_\_\_\_\_

97. **NOTICE TO BUYER: If the Property is served by a solar system, Buyer is advised to read all pertinent documents and review the cost, insurability, operation, and value of the system, among other items.**
98. \_\_\_\_\_

**WATER**

**YES NO**

99. ☐ ☐ Is there a domestic water source to the Property?
100. If yes, water source is: ☐ Public ☐ Private water company ☐ Private well ☐ Shared well ☐ Hauled water
101. If water source is a private or shared well, or water can be used from springs, streams, lakes, ponds, reservoirs, canyons, or ravines, complete and attach the DOMESTIC WATER WELL/ WATER USE ADDENDUM.
102. \_\_\_\_\_
103. If water source is public, a private water company, or hauled water, Provider is: \_\_\_\_\_

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YES NO

104. ☐ ☐ Are you aware of any past or present drinking water problems?  
105. Explain: \_\_\_\_\_  
106. \_\_\_\_\_  
107. ☐ ☐ To your knowledge, is the Property in one of the following districts or areas? (Check all that apply):  
108. ☐ Central Arizona Project (CAP) District ☐ Irrigation Non-Expansion Area ☐ Active Management Area  
109. ☐ Central Arizona Groundwater Replenishment District ☐ Other: \_\_\_\_\_  
110. ☐ ☐ Are you aware of any grandfathered water rights associated with the Property?  
111. If yes, ☐ Type I ☐ Type II ☐ Irrigation  
112. Grandfathered Water Rights Certificate # \_\_\_\_\_  
113. What is the allotment? \_\_\_\_\_ acre feet  
114. Number of irrigated acres \_\_\_\_\_  
115. ☐ ☐ To your knowledge, does the Property have surface water rights? If yes, Certificate # \_\_\_\_\_  
116. **NOTICE TO BUYER: If the Property is served by a well, private water company or a municipal water provider,**  
117. **the Arizona Department of Water Resources may not have made a water supply determination. For more**  
118. **information about water supply, or any of the above services, contact the provider.**

**SEWER/WASTEWATER TREATMENT**

YES NO

119. Type of sewer: ☐ Public ☐ Private ☐ Planned and approved sewer system, but not connected ☐ None  
120. Name of Provider: \_\_\_\_\_  
121. ☐ Is the Property served by an On-Site Wastewater Treatment Facility? (If no, skip to line 143)  
122. If yes, the Facility is: ☐ Conventional septic system ☐ Alternative system; type: \_\_\_\_\_  
123. \_\_\_\_\_ or  
124. Other: \_\_\_\_\_  
125. **NOTICE TO BUYER: Contact the appropriate governmental or private provider regarding the availability**  
126. **and cost of sewer connection.**  
127. ☐ ☐ If the Facility is an alternative system, is it currently being serviced under a maintenance contract?  
128. If yes, name of contractor: \_\_\_\_\_ Phone #: \_\_\_\_\_  
129. Approximate year Facility installed: \_\_\_\_\_ (Attach copy of permit)  
130. ☐ ☐ Are you aware of any repairs or alterations made to this Facility since original installation?  
131. Explain: \_\_\_\_\_  
132. \_\_\_\_\_  
133. Approximate date of last Facility inspection and/or pumping of septic tank: \_\_\_\_\_  
134. \_\_\_\_\_  
135. ☐ ☐ Are you aware of any past or present problems with the Facility? Explain: \_\_\_\_\_  
136. ☐ ☐ Are you aware of any site/soil evaluation (percolation or other tests) having been performed on the Property?  
137. If yes, when and by whom? \_\_\_\_\_  
138. **NOTICE TO SELLER AND BUYER: The Arizona Department of Environmental Quality (ADEQ) requires a**  
139. **pre-transfer inspection of on-site wastewater treatment facilities on re-sale properties.**

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140. NOTICE TO BUYER: Cesspools have not been approved for use in Arizona since 1976. Current Arizona  
141. Department of Environmental Quality regulations on cesspools specifically prohibit their use for sewage  
142. disposal [R16-9-A309(A)(4) and R18-5-408(D)].

## ENVIRONMENTAL INFORMATION

YES	NO	
143.	<input type="checkbox"/>	<input type="checkbox"/> Are you aware of the presence of any of the following on the Property past or present? (Check all that apply):
144.		<input type="checkbox"/> Asbestos <input type="checkbox"/> Radon gas <input type="checkbox"/> Mining operations <input type="checkbox"/> Pesticides
145.		<input type="checkbox"/> Underground storage tanks <input type="checkbox"/> Fuel/oil/chemical disposal or storage
146.		Explain: _____
147.	<input type="checkbox"/>	<input type="checkbox"/> Are you aware of the presence of any of the following in close proximity to Property, past or present? (Check all that apply):
148.		<input type="checkbox"/> Asbestos <input type="checkbox"/> Radon gas <input type="checkbox"/> Pesticides <input type="checkbox"/> Underground storage tanks
149.		<input type="checkbox"/> Fuel/oil/chemical disposal or storage <input type="checkbox"/> Other: _____
150.		Explain: _____
151.	<input type="checkbox"/>	<input type="checkbox"/> Are you aware if the Property is located within any of the following? (Check all that apply):
152.		<input type="checkbox"/> Superfund <input type="checkbox"/> Water Quality Assurance Revolving Fund ("WQARF")
153.		<input type="checkbox"/> Comprehensive Environmental Response Compensation and Liability Act ("CERCLA")
154.	<input type="checkbox"/>	<input type="checkbox"/> Are you aware of any environmental assessments or studies having been performed on the Property?
155.		If yes, was the study a: (Check all that apply): <input type="checkbox"/> Phase I <input type="checkbox"/> Phase II <input type="checkbox"/> Phase III <input type="checkbox"/> Other
156.		(Attach copies of the environmental assessment or study.)
157.	<input type="checkbox"/>	<input type="checkbox"/> Are you aware of any past or present issues or problems with any of the following on the Property? (Check all that apply):
158.		<input type="checkbox"/> Soil settlement/expansion <input type="checkbox"/> Drainage/grade <input type="checkbox"/> Erosion <input type="checkbox"/> Fissures <input type="checkbox"/> Other
159.		Explain: _____

160. **NOTICE TO BUYER:** The Arizona Department of Real Estate provides earth fissure maps to any member  
161. of the public in printed or electronic format upon request and on its website at: [www.azre.gov](http://www.azre.gov)

162. ☐ ☐ Are you aware of any past or present issues or problems in close proximity to the Property related to any of  
163. the following? (Check all that apply):  
164. ☐ Soil settlement/expansion ☐ Drainage/grade ☐ Erosion ☐ Fissures ☐ Other  
165. Explain: \_\_\_\_\_

166. ☐ ☐ Are you aware if the property is subject to any present or proposed effects of any of the following? (Check all that apply):

167. ☐ Airport noise ☐ Traffic noise ☐ Rail line noise ☐ Neighborhood noise ☐ Toxic waste disposal

168. ☐ Odors ☐ Nuisances ☐ Sand/gravel operations ☐ Other \_\_\_\_\_

169. Explain: \_\_\_\_\_

170    ☐    ☐    Are you aware of an   portion of the Property being situated on or in close proximity to a closed landfill?

171    Explain: \_\_\_\_\_

172 ☐ ☐ Are you aware of any conditions that make the Property subject to any of the following ordinances or regulations?  
173 (Check all that apply)

174 ☐ Hillside ☐ Erosion control ☐ Native plant/animal species preservation ☐ Natural area open space requirements  
175 ☐ Wetlands area ☐ Critical habitat

176 : ☐ Are you aware if the Property is located in the vicinity of an airport (military, public, or private)?  
177 Explain:

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178. **NOTICE TO SELLER AND BUYER:** Pursuant to Arizona Law a Seller shall provide a written disclosure to the  
 179. Buyer if the Property is located in territory in the vicinity of a military airport or ancillary military facility as  
 180. delineated on a map prepared by the State Land Department. The Department of Real Estate also is obligated  
 181. to record a document at the County Recorder's Office disclosing if the property is under restricted air space  
 182. and to maintain the State Land Department Military Airport Map on its website at: [www.azre.gov](http://www.azre.gov).

YES NO

183. ☐ ☐ Are you aware if any portion of the Property is in a flood way or flood plain?

184. Explain: \_\_\_\_\_

185. ☐ Are you aware of any portion of the Property ever having been flooded?

186. Explain: \_\_\_\_\_

187. **NOTICE TO BUYER:** Your mortgage lender [may] [will] require you to purchase flood insurance in connection  
 188. with your purchase of this property. The National Flood Insurance Program provides for the availability of flood  
 189. insurance and establishes flood insurance policy premiums based on the risk of flooding in the area where  
 190. properties are located. Changes to federal law (The Biggert-Waters Flood Insurance Reform Act of 2012 and the  
 191. Homeowner Flood Insurance Affordability Act of 2014, in particular) will result in changes to flood insurance  
 192. premiums that are likely to be higher, and in the future may be substantially higher, than premiums paid for  
 193. flood insurance prior to or at the time of sale of the property. As a result, purchasers of property should not rely  
 194. on the premiums paid for flood insurance on this property previously as an indication of the premiums that will  
 195. apply after completion of the purchase. In considering purchase of this property you should consult with one or  
 196. more carriers of flood insurance for a better understanding of flood insurance coverage, current and anticipated  
 197. future flood insurance premiums, whether the prior owner's policy may be assumed by a subsequent purchaser  
 198. of the property, and other matters related to the purchase of flood insurance for the property. For more information  
 199. about flood insurance as it relates to this property, you may also wish to contact the Federal Emergency  
 200. Management Agency (FEMA) at: <https://www.fema.gov/national-flood-insurance-program>.

**MISCELLANEOUS**

YES NO

201. ☐ ☐ Are you aware of any survey of the Property by a licensed surveyor having been performed? If yes, when and  
 202. by whom? \_\_\_\_\_ (Attach surveyor's plat map)

203. ☐ ☐ If yes, is the survey recorded?

204. ☐ ☐ Are you aware of any archeological features or artifacts on the Property?

205. Explain: \_\_\_\_\_

206. ☐ ☐ Are you aware of any archeological study having been performed on the Property?

207. If yes, when and by whom? \_\_\_\_\_

208. ☐ ☐ Are you aware of any endangered species on the Property? Explain: \_\_\_\_\_

209. \_\_\_\_\_

210. ☐ ☐ Are you aware of any endangered species studies having been performed on the Property? If yes, when and

211. by whom? \_\_\_\_\_

212. ☐ ☐ Are you aware of any mineral rights that transfer with the title? If yes, explain: \_\_\_\_\_

213. \_\_\_\_\_

214. ☐ ☐ Are you aware of any open mine shafts/tunnels, abandoned wells, or other hazards on the Property?

215. If yes, describe location: \_\_\_\_\_

216. \_\_\_\_\_

217. (Illustrate location on plat map, if attached.)

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**ADDITIONAL EXPLANATIONS**

YES NO

218. ☐ ☐ Is there any other information concerning the Property that might affect the decision of a buyer to buy, or affect  
219. the value of the Property, or affect the Property's use by a buyer? Explain

220. \_\_\_\_\_  
221. \_\_\_\_\_  
222. \_\_\_\_\_  
223. \_\_\_\_\_  
224. \_\_\_\_\_  
225. \_\_\_\_\_  
226. \_\_\_\_\_  
227. \_\_\_\_\_  
228. \_\_\_\_\_  
229. \_\_\_\_\_  
230. \_\_\_\_\_  
231. \_\_\_\_\_  
232. \_\_\_\_\_  
233. \_\_\_\_\_  
234. \_\_\_\_\_  
235. \_\_\_\_\_

236. **SELLER CERTIFICATION:** Seller certifies that the information contained herein is true and complete to the best of Seller's  
237. knowledge as of the date signed. Seller agrees that any changes in the information contained herein will be disclosed in writing  
238. by Seller to Buyer prior to Close of Escrow, including any information that may be revealed by subsequent inspections.

239. SELLER'S SIGNATURE \_\_\_\_\_ MO/DA/YR A SELLER'S SIGNATURE \_\_\_\_\_ MO/DA/YR  
Georgann Accomando MARIO

240. Reviewed and updated: Initials. \_\_\_\_\_ SELLER \_\_\_\_\_ SELLER \_\_\_\_\_ MO/DA/YR

241. **BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that the information contained herein is based only on the Seller's actual  
242. knowledge and is not a warranty of any kind. Buyer acknowledges Buyer's obligation to investigate any material (important) facts in  
243. regard to the Property. Buyer is encouraged to obtain Property inspections by professional independent third parties.

244. **NOTICE:** Buyer acknowledges that by law, Sellers, Lessors and Brokers are not obligated to disclose that the Property is or has  
245. been: (1) the site of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person  
246. exposed to HIV, diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real  
247. estate; or (3) located in the vicinity of a sex offender.

248. By signing below, Buyer acknowledges receipt only of this SPDS. If Buyer disapproves of any items provided herein, Buyer  
249. shall deliver to Seller written notice of the items disapproved as provided in the Contract.

250. BUYER'S SIGNATURE \_\_\_\_\_ MO/DA/YR A BUYER'S SIGNATURE \_\_\_\_\_ MO/DA/YR

*Kingman Golden Valley Association of Realtors*  
**EXCLUSIVE EMPLOYMENT AGREEMENT**  
Exclusive Right to Sell

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.

1. **EXCLUSIVE RIGHT:** In consideration of the acceptance by the undersigned licensed Arizona real estate Broker ["Broker"] of the terms of this Listing Contract ("Listing") and Broker's promise to endeavor to sell, rent, exchange, or option the Property described below ("Property"), I or We, as Owner(s) ("Owner"), employ and grant Broker the exclusive and irrevocable right commencing on 6/15/2022 and expiring at 11:59 p.m. on 1/31/2023, to sell, rent, exchange, or option the Property described below.

2. **PROPERTY DESCRIPTION:** The Property which Owner is listing is described as follows: ☐ Residential ☐ Commercial ☒ Vacant Land  
0000 Don Luis Golden Valley Mohave  
Street Address City/Town County

T21N R19W SEC 28 GOLDROAD STATION UNIT 2 PARCEL PLAT 02/064-64A P ARCEL 11 CONT 151.15 AC 306-51-011  
Legal Description Assessor #

3. **LISTING PRICE:** The listing price shall be  
One Hundred Sixty-Nine Thousand (\$ 169,000.00)

4. **ACCESS AND LOCKBOX.** Owner acknowledges that a lockbox and any other keys left with or available to Broker will permit access to the Premises by Broker or any other broker, with or without potential purchasers or tenants ("Prospects"), even when Owner or occupant are absent. Owner acknowledges that neither the Western Arizona Realtor Data Exchange ("WARDEX"), nor any Board or Association of REALTORS® nor any broker, is insuring Owner or occupant against theft, loss or vandalism resulting from any such access. Owner is responsible for taking such steps as may be necessary to secure and protect the Premises during any time that a lockbox is being used and obtaining appropriate insurance.

Owner Opts Out

5. **AGENCY RELATIONSHIPS.** Owner understands that Broker is Owner's agent with respect to this listing. Owner understands that a Prospect may also wish to be represented by Broker in connection with the purchase or rental of the Premises. In the event, Broker would be serving as the agent for both Owner and the Prospect. Since Owner does not wish to limit the range of Prospects at this time, Owner agrees to work with Broker to resolve any potential agency conflicts that may arise. Owner initially authorizes Broker to cooperate with other brokers in any manner whatsoever.

6. **COMPENSATION TO BROKER.** Owner agrees to compensate Broker as follows:

A. **RETAINER.** Broker acknowledges receipt of a non-refundable retainer fee of \_\_\_\_\_ payable to Broker for the consultation, research and other services.

B. **COMMISSIONS.** If Broker produces a ready, willing and able purchaser or tenant in accordance with this Listing, or if a sale, rental, option or exchange of the Premises is made by Owner or through any other broker, or otherwise, during the term of this Listing, for services rendered, Owner agrees to pay Broker a commission of 8 % of gross listing or selling price or ☐ other \_\_\_\_\_

C. **OTHER BROKERS.** Owner authorizes Broker to divide all such compensation with other brokers in any manner acceptable to Broker.

D. **PAYMENTS FROM ESCROW OR RENT.** Owner instructs the escrow company, if any, to pay all such compensation to Broker in cash as a condition to closing or upon cancellation of the escrow, and irrevocably assigns to Broker, to the extent necessary, money payable to Owner at the closing or cancellation of escrow. Broker is authorized to deduct compensation from any rent or other monies received on behalf of Owner.

E. **PURCHASE BY TENANT.** If during the terms of any rental of the Premises, including any renewals or holdovers, or within \_\_\_\_\_ days after its termination, any tenant, or his heirs, executors, or assigns shall buy the Premises from Owner, the sale commission described in Paragraph 6(b) shall be deemed earned by and payable to Broker.

F. **AFTER EXPIRATION.** After the expiration of this Listing, the same commissions, as appropriate, shall be payable if a sale, rental, exchange, or option is made by Owner to any person to whom the Premises has been shown or with whom Owner or any broker has negotiated concerning the Premises during the term of this Listing, (1) within 60 days after the expiration of this Listing, unless Premises had been listed on an exclusive basis with another broker, or (2) during the pendency, including the closing, of any purchase contract or escrow relating to the Premises that was executed or opened during the term of this Listing, or (3) as contemplated by Paragraph 6 (e).



Page 1 of 4

Owner's Initial's



Rev 7-1-13

- G. FAILURE TO COMPLETE.** If completion of a sale or rental is prevented by default of Owner, or with the consent of Owner, the entire sale or rental commission, as appropriate, shall be paid to Broker by Owner. If any earnest deposit is forfeited for any other reason, Owner shall pay a brokerage fee equal to the lesser of one-half of the earnest deposit or the full amount of the commission.
- H. NO LIMITATION.** Nothing in this Listing shall be construed as limiting applicable provisions of law relating to when commissions are earned or payable.

**7. USE OF INFORMATION.** The information on the Data Entry Form and any photographs of the Premises will be provided to WARDEX to be published and disseminated, in whole or in part, in printed or electronic form, including via the Internet, to WARDEX participants and the general public, even after the cancellation or expiration of the Listing. Broker is authorized to report the sale, exchange, option or rental of the Premises, and its price, terms and financing, for dissemination through WARDEX or otherwise to authorized WARDEX participants and to the public and for use by companies engaged in selling information for various purposes, including but not limited to, appraisals or evaluations of tax assessments.

**8. ROLE OF BROKER:** Owner acknowledges that Broker is not responsible for the custody or condition of the Premises or for its management, maintenance, upkeep or repair.

**9. DOCUMENTS.** In connection with any sale or rental of the Premises, Owner consents to the use of the current AAR standard form of purchase or rental contract used by Broker and all other standard documents used by Broker and the escrow and title companies.

**10. COOPERATION BY OWNER:** Owner agrees to make available to Broker and Prospects all data, records and documents pertaining to the Premises. Owner authorized Broker, and any other broker authorized by Broker to preview and show the Premises at reasonable times and upon reasonable notice, to take and publish photographs of the Premises and to conduct virtual tours, and agrees to commit no act which might tend to obstruct Broker's performance hereunder. If the Premises are occupied by someone other than Owner, Owner will provide to Broker the occupant's written consent to cooperate in connection with the showing of the Premises. Owner shall not communicate directly with any Prospect or other broker during the term of this Listing and shall refer all Prospects and other brokers to Broker during the term hereof.

**11. INSURANCE.** Owner acknowledges that Owner's or occupant's property could be damaged or stolen or persons visiting the Premises could be injured. Owner shall be responsible for obtaining appropriate insurance to cover such possible events.

**12. SIGN.** Broker is authorized to place Broker's appropriate signs on the Premises until the later of any close of escrow by a purchaser or occupancy by a tenant.

Owner Opts Out

**13. OWNER'S OBLIGATION / WARRANTIES BY OWNER.** Owner Agrees to and warrant:

- A. CAPACITY.** Owner has the legal capacity, full power and authority to enter into this Listing, deliver marketable title to the Premises and consummate the transactions contemplated hereby on Owner's own behalf or on behalf of the party Owner represents, as appropriate.
- B. ADVERSE INFORMATION.** Owner has disclosed to Broker all material latent defects and information concerning the Premises known to Owner, including all material information relating to: Connection to a public sewer system, septic tank or other sanitation system; the existence of any tax, judgment or other type of lien/past or present infestation by or treatment for wood-destroying pests or organisms; and past or present repair of the Premises for damage resulting from wood-destroying pests or organisms or has in the past ever or currently own's 5 or more lots in any one subdivision. During the term of this Listing, Owner agrees to continue disclosing to Broker all additional information of the type required by the preceding sentence promptly after Owner becomes aware of any such information.
- C. CORRECT INFORMATION.** All information concerning the Premises in this Listing, including the Data Entry Form relating to the Premises, or otherwise provided by Owner to Broker or to any Prospect is, or will be at the time provided, and shall be at close of escrow or occupancy by a tenant, true, correct and complete. Owner agrees to notify Broker promptly if there is any material change in such information until the latest to occur of the expiration of this Listing, any close of escrow or occupancy by a tenant.
- D.** To consult with the Broker prior to the execution of an acceptance of an "Offer".
- E.** To remove all but Broker's signs from the Property and assure the Broker that no other employment of Listing agreements are in effect.
- F.** In the event of a sale, exchange, or option to furnish a good and sufficient conveyance and marketable title insured for the gross sales price by a company licensed in Arizona to issue title insurance.
- G.** To immediately refer all inquiries received or known by the Owner during the term of this Listing to the Broker, and fully cooperate with Brokers in showing the Property.
- H.** Upon Listing Broker's request, Seller agrees to complete, sign and deliver to escrow company a certificate concerning whether Seller is a foreign person or nonresident alien pursuant to the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA).
- I. UTILITIES.** During the term of this Listing, Owner shall maintain continuous service to the Premises of all utilities which are currently connected to the property

Owner's Initial's



14. **RELIEF OF LIABILITY.** Broker is hereby relieved of any and all liability and responsibility for everything in Paragraphs 11 and 13.
15. **ATTORNEYS' FEES.** In any action or proceeding to enforce any provision of this Listing, or for damages sustained by reason of its breach, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees, as set by the court or arbitrator and not by a jury, and all other related expenses, such as expert witness fees, fees paid to investigators and court costs. Additionally, if any Broker reasonably hires an attorney to enforce the collection of any commission without commencing any action or proceeding, Owner agrees to pay such Broker's attorney's fees and costs, and Owner also agrees to pay interest at the legal rate on all commission and other amounts owed or due to Broker from the time due until paid in full.
16. **INDEMNIFICATION.** The Owner agrees to indemnify and hold Broker, the appropriate Association of REALTORS®, WARDEX and all other Brokers harmless against any and all claims, liability, damage or loss arising from any misrepresentation, breach of warranty, breach of contract or breach of a promise by Owner, any incorrect information supplied by Owner, any facts concerning the Property not disclosed by Owner, including any facts known to Owner relating to adverse conditions or latent defects and any injury, loss, or damage to persons or Property in connection with the marketing or showing of the Property, including use of lockbox.
17. **DEPOSITS.** Owner authorized brokers to accept earnest deposits on behalf of Owner and to issue receipts for such earnest deposits.
18. **RECOMMENDATIONS.** If Broker recommends a builder, contractor, escrow company, title company, pest control service, appraiser, lender, home inspection company or home warranty company or any other person or entity to Owner for any purpose, such recommendation shall be independently investigated and evaluated by Owner, who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity recommended by Broker will be based solely upon such independent investigation and evaluation. Owner understands that said contractual arrangement may result in a commission or fee to Broker.
19. **SUBSEQUENT PURCHASE OFFERS.** Broker acknowledges that Owner has the right to accept subsequent offers until the close of escrow in the case of a sale or until occupancy by a tenant in the case of a rental. Owner understands that any subsequent offers accepted by Owner must be backup offers, namely, contingent on the cancellation or other nullification of any contracts arising upon the acceptance of earlier offers. Within 72 hours (excluding weekends and postal holidays) of the execution of a purchase contract by Owner, Broker shall change the status of the Listing from "active" to "sale pending" in the Multiple Listing Service computer system unless Owner instructs Broker in writing to continue to market the Premises, in which case, the Listing will be changed from "active" to "pending continue to show".
20. **EQUAL HOUSING OPPORTUNITY.** The Premises will be presented in compliance with federal, state and local fair housing laws and regulations.
21. **TIME OF ESSENCE.** Time is of the essence in the performance of the obligations contained in this Listing.
22. **COUNTERPARTS AND FACSIMILE.** This listing may be executed in any number of counterparts by the parties hereto. All counterparts so executed shall constitute one Listing binding upon all parties hereto, notwithstanding that all parties do not sign the same counterpart. An electronic copy of the Listing which indicates that the Listing was fully executed shall be treated as an original Listing.
23. **CONSTRUCTION OF LANGUAGE AND GOVERNING LAW.** The language of this Listing shall be construed according to its fair meaning and not strictly for or against either party. Words used in the masculine, feminine or neuter shall apply to either gender or the neuter, as appropriate. All singular and plural words shall be interpreted to refer to the number consistent with circumstances and context. Whenever the words "include", "including" are used in this Listing, they shall be deemed to be followed by the words "without limitation". If this Listing is used for a rental, exchange, or option instead of a sale of the Premises, all language in this Listing relating to the sale of Premises shall be construed to apply as appropriate, to a rental, exchange, or option. For example, Owner shall be deemed to be Exchanger, Optionor, or Landlord respectively. This Listing shall be governed by the laws of the State of Arizona.
24. **ADDITIONAL TERMS.**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Owner's Initial's





25. **ENTIRE AGREEMENT.** This Listing including the Data Entry sheet, plus any attached exhibits and any addenda or supplements signed by Owner and Broker shall constitute the entire agreement between Owner and Broker and supersede any other written or oral agreements between Owner and Broker. It is the intention of the parties that this Listing shall be a legally binding contract once it has been signed by Owner and Broker even though none, or only some, of the pages have been initialed by Owner. This Listing can be modified only by a writing signed by Owner and Broker.

**THE TERMS AND CONDITIONS IN THIS LISTING PLUS ALL INFORMATION ON THE DATA ENTRY FORM ARE INCORPORATED HEREIN BY REFERENCE. COMMISSIONS PAYABLE FOR THE SALE, RENTAL OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS OR MULTIPLE LISTING SERVICE OR IN ANY MANNER OTHER THAN BY NEGOTIATION BETWEEN THE BROKER AND THE OWNER. BY SIGNING BELOW, OWNER ACKNOWLEDGES THAT HE HAS READ, UNDERSTANDS AND ACCEPTS ALL TERMS AND PROVISIONS CONTAINED HEREIN AND THAT HE HAS RECEIVED A COPY OF THIS LISTING.**

Georgann Accomando  
Print Name of Owner

Street

Phone

Fax

Owner's Signature

Date

Mario Accomando  
Print Name of Owner

City/Town

State

Zip

annarose5853@gmail.com annarose5853@gmail.com  
Owner's e-mail address Date

Owner's Signature

Date

In consideration of Owner's representations and promises in this Listing, Broker agrees to endeavor to effect a sale, rental, exchange, or option in accordance with this Listing and further agrees to provide this Listing for publication by a local Board or Association of REALTORS® and dissemination to the users of WARDEX.

KG Keller Williams Arizona Living Realty  
Firm Name (Broker)

By:

Agent's Signature

Kerri Pearce

Date

KerriPearceRealtor@gmail.com  
Firm e-mail

928-718-6211  
Office Phone

928-718-6215

Agent's Fax

Designated Broker

Lisa Elliott

Date

File No.



# VACANT LAND/LOT SELLER ADVISORY

Document updated:  
October 2021



Arizona law requires the seller to disclose material (important) facts about the property, even if you are not asked by the buyer or a real estate agent. These disclosure obligations remain even if you and the buyer agree that no Seller's Property Disclosure Statement ("SPDS") will be provided.

The SPDS is designed to assist you, the seller, in making these legally required disclosures and to avoid inadvertent nondisclosures of material facts. To satisfy your disclosure obligations and protect yourself against alleged nondisclosure, you should complete the SPDS by answering all questions as truthfully and as thoroughly as possible. Attach copies of any available invoices, warranties, inspection reports, and leases, to ensure that you are disclosing accurate information. Use the blank lines to explain your answers. If you do not have the personal knowledge to answer a question, it is important not to guess – use the blank lines to explain the situation.

If the buyer asks you about an aspect of the property, you have a duty to disclose the information, even if you do not consider the information material.\* You also have a legal duty to disclose facts when disclosure is necessary to prevent a previous statement from being misleading or misrepresented: for example, if something changes.

If you do not make the legally required disclosures, you may be subject to civil liability. Under certain circumstances, nondisclosure of a fact is the same as saying that the fact does not exist. Therefore, nondisclosure may be given the same legal effect as fraud.

If you are using the Arizona Association of REALTORS® ("AAR") Vacant Land/Lot Purchase Contract, the seller is required to deliver "a completed AAR Vacant Land/Lot SPDS form to the Buyer within five (5) days after Contract acceptance." If the Seller does not provide the SPDS as the Contract requires, the Seller is potentially in breach of the Contract, thereby enabling the Buyer to cancel the transaction and receive the earnest money deposit.

\* By law, sellers are not obligated to disclose that the property is or has been: (1) a site of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender. However, the law does not protect a seller who makes an intentional misrepresentation. For example, if you are asked whether there has been a death on the property and you know that there was such a death, you should not answer "no" or "I don't know." Instead you should either answer truthfully or respond that you are not legally required to answer the question.

Vacant Land/Lot Seller Advisory • October 2021  
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# VACANT LAND/LOT SELLER'S PROPERTY STATEMENT (SPDS)

(To be completed by Seller)

Document updated:  
October 2021



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



## MESSAGE TO THE SELLER:

Sellers are obligated by law to disclose all known material (important) facts about the Property to the Buyer. The SPDS is designed to assist you in making these disclosures. If you know something important about the Property that is not addressed on the SPDS, add that information to the form. Prospective Buyers may rely on the information you provide.

**INSTRUCTIONS:** (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the blank lines to explain. *By signing below you acknowledge that the failure to disclose known material information about the Property may result in liability.*

## MESSAGE TO THE BUYER:

Although Sellers are obligated to disclose all known material (important) facts about the Property, there are likely facts about the Property that the Sellers do not know. Therefore, it is important that you take an active role in obtaining information about the Property.

**INSTRUCTIONS:** (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the SPDS. (5) Review all other applicable documents, such as CC&R's, association bylaws, rules, and the title report or commitment. (6) Obtain professional inspections of the Property. (7) Investigate the surrounding area.

THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT VERIFIED BY THE BROKER(S) OR AGENT(S).

## PROPERTY AND OWNERSHIP

1. THIS DISCLOSURE CONCERNS THE FOLLOWING REAL PROPERTY: 0000 Don Luis
2. Golden Valley AZ 86413
3. COUNTY: TAX PARCEL NUMBER:
4. ZONING: DATE PURCHASED OR ACQUIRED:
5. How did you acquire the Property? ☐ Purchase ☐ Inheritance ☐ Foreclosure ☐ Gift ☐ Other:
6. LEGAL OWNER OF PROPERTY:
7. Is the Property located in an unincorporated area of the county? ☐ Yes ☐ No
8. If yes, and five or fewer parcels of land other than subdivided land are being transferred, the Seller must furnish the Buyer
9. with a written Affidavit of Disclosure in the form required by law.
10. To your knowledge, is the Property within a subdivision approved by the Arizona Department of Real Estate? ☐ Yes ☐ No
11. is the legal owner(s) of the Property a Foreign Person pursuant to the Foreign Investment in Real Property
12. Tax Act (FIRPTA)? ☐ Yes ☐ No If yes, consult a tax advisor; mandatory withholding may apply.
13. Does the Property include any leased land? ☐ Yes ☐ No
14. If No, skip to line 22
15. If yes, is the land: ☐ State ☐ Federal ☐ Privately owned ☐ Other:
16. How many acres are leased?
17. Expiration date of current lease: (Attach a copy of the lease.)
18. Is the Property currently leased to a tenant? ☐ Yes ☐ No
19. If yes, expiration date of current lease: (Attach a copy of the lease.)
20. If any refundable deposits or prepaid rents are being held, by whom and how much? Explain:
- 21.

YES NO

22. ☐ ☐ Have you entered into any agreement to transfer your interest in the Property in any way, including lease renewals
23. or options to purchase? Explain:
24. ☐ ☐ To your knowledge, is the Property subject to Covenants, Conditions and Restrictions or deed restrictions?
25. Explain:

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BUYER BUYER

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This contract is for use by Kerri Pearce of KQ Keller Williams Arizona Living Realty and their phone number 928-718-6211

TRANSACTIONS

775

PLTFSCMOT0061

Vacant Land/Lot Seller's Property Disclosure Statement (SPDS) >>

YES NO

26. ☐ ☐ Are you aware of any association(s) governing this Property?
27. If yes, membership in the association(s) is ☐ Mandatory ☐ Voluntary
28. Association Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_
29. Association Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_
30. If yes, are there any fees? How much? \$ \_\_\_\_\_ How often? \_\_\_\_\_
31. How much? \$ \_\_\_\_\_ How often? \_\_\_\_\_
32. ☐ ☐ Are you aware of any assessments affecting this Property? (Check all that apply):
33. ☐ Association assessment ☐ Road maintenance ☐ Sewer ☐ Water ☐ Electric ☐ Other \_\_\_\_\_
34. If yes, the approximate balance: \$ \_\_\_\_\_
35. ☐ Are you aware of any proposed assessment(s)?
36. If yes, explain: \_\_\_\_\_
37. ☐ Are you aware of any pending or anticipated disputes or litigation regarding the Property or the association(s)?
38. Explain: \_\_\_\_\_
39. ☐ ☐ Are you aware of any of the following recorded against the Property? (Check all that apply):
40. ☐ Judgment liens ☐ Tax liens ☐ Other non-consensual liens
41. Explain: \_\_\_\_\_
42. ☐ ☐ Are you aware of any title issues affecting this Property? (Check all that apply):
43. ☐ Recorded easements ☐ Use restrictions ☐ Lot line disputes ☐ Encroachments
44. ☐ Unrecorded easements ☐ Use permits ☐ Conservation easement ☐ Other \_\_\_\_\_
45. Explain: \_\_\_\_\_
46. ☐ ☐ Are you aware of any pending or anticipated eminent domain or condemnation proceedings regarding the Property?
47. Explain: \_\_\_\_\_
48. ☐ ☐ Are you aware of any development, impact, or similar fees regarding the Property?
49. Explain: \_\_\_\_\_
50. ☐ ☐ Are you aware if the Property is located within the boundaries of a Community Facilities District (CFD)?
51. If yes, provide the name of the CFD: \_\_\_\_\_

**ACCESS**

52. There ☐ is ☐ is not...legal access to the Property, as defined in A.R.S. §11-831 ☐ unknown
53. Explain: \_\_\_\_\_
54. \_\_\_\_\_
55. There ☐ is ☐ is not...physical access to the Property ☐ unknown
56. Explain: \_\_\_\_\_
57. \_\_\_\_\_
58. There ☐ is ☐ is not...a statement from a licensed surveyor or engineer available stating whether the Property has
59. physical access that is traversable by a two-wheel drive passenger motor vehicle
60. The legal and physical access to the Property ☐ is ☐ is not...the same ☐ unknown ☐ not applicable
61. Explain: \_\_\_\_\_
62. \_\_\_\_\_
63. The road(s) ☐ is publicly maintained ☐ privately maintained ☐ not maintained ☐ not applicable. If applicable, there
64. ☐ is ☐ is not...a recorded road maintenance agreement.
65. If the roads are not publicly maintained, it is the responsibility of the Property owner(s) to maintain the roads and roads that
66. are not improved to county standards and accepted for maintenance are not the county's responsibility.

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Vacant Land/Lot Seller's Property Disclosure Statement (SPDS) >> \_\_\_\_\_

**USE**

67. What is the current use of the Property? \_\_\_\_\_
68. What prior uses of the Property are you aware of? \_\_\_\_\_

**YES NO**

69. ☐ ☐ To your knowledge, does the current use conform with current zoning?
70. If no, Explain: \_\_\_\_\_
71. ☐ ☐ Are you aware of any improvements on the Property?
72. Explain: \_\_\_\_\_
73. ☐ Are you aware of any crops being grown on the Property?
74. If yes, are the crops ☐ Owner operated ☐ Tenant operated
75. If yes, who has the right to harvest the crops and for what period of time? Explain: \_\_\_\_\_
76. \_\_\_\_\_
77. ☐ ☐ Are you aware of any livestock on the Property?
78. If yes, are the livestock ☐ Owner operated ☐ Tenant operated ☐ Open range

**UTILITIES**

79. **ARE THE FOLLOWING SERVICES AVAILABLE TO THE PROPERTY?**

- | YES                          | NO                       | PROVIDER   |
|------------------------------|--------------------------|--|
| 80. <input type="checkbox"/> | <input type="checkbox"/> | Electricity: _____   |
| 81. <input type="checkbox"/> | <input type="checkbox"/> | Fuel: <input type="checkbox"/> Natural gas <input type="checkbox"/> Propane <input type="checkbox"/> Oil _____                       |
| 82. <input type="checkbox"/> | <input type="checkbox"/> | Cable: _____   |
| 83. <input type="checkbox"/> | <input type="checkbox"/> | Internet: _____  |
| 84. <input type="checkbox"/> | <input type="checkbox"/> | Telephone: _____   |
| 85. <input type="checkbox"/> | <input type="checkbox"/> | Garbage Collection: _____  |
| 86. <input type="checkbox"/> | <input type="checkbox"/> | Fire: _____  |
| 87. <input type="checkbox"/> | <input type="checkbox"/> | Irrigation: _____  |
| 88. <input type="checkbox"/> | <input type="checkbox"/> | Are there any alternate power systems serving the Property? (If no, skip to line 99)   |
| 89.                          |                          | If yes, indicate type (Check all that apply)   |
| 90.                          |                          | <input type="checkbox"/> Solar <input type="checkbox"/> Wind <input type="checkbox"/> Generator <input type="checkbox"/> Other _____ |
| 91. <input type="checkbox"/> | <input type="checkbox"/> | Are you aware of any past or present problems with the alternate power system(s)?  |
| 92.                          |                          | Explain: _____   |
| 93. <input type="checkbox"/> | <input type="checkbox"/> | Are any power systems serving the Property leased?   |
| 94.                          |                          | Explain: _____   |
| 95.                          |                          | If yes, provide name and phone number of the leasing company (Attach copy of lease if available) _____                               |
| 96.                          |                          | _____  |

97. **NOTICE TO BUYER: If the Property is served by a solar system, Buyer is advised to read all pertinent**
98. **documents and review the cost, insurability, operation, and value of the system, among other items.**

**WATER**

**YES NO**

99. ☐ ☐ Is there a domestic water source to the Property?
100. If yes, water source is: ☐ Public ☐ Private water company ☐ Private well ☐ Shared well ☐ Hauled water
101. If water source is a private or shared well, or water can be used from springs, streams, lakes, ponds, reservoirs,
102. canyons, or ravines, complete and attach the DOMESTIC WATER WELL/ WATER USE ADDENDUM.
103. If water source is public, a private water company, or hauled water, Provider is: \_\_\_\_\_

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Initials>

BUYER BUYER

Vacant Land/Lot Seller's Property Disclosure Statement (SPDS) >>

YES NO

104. ☐ ☐ Are you aware of any past or present drinking water problems?  
 105. Explain: \_\_\_\_\_  
 106.  
 107. ☐ To your knowledge, is the Property in one of the following districts or areas? (Check all that apply):  
 108. ☐ Central Arizona Project (CAP) District ☐ Irrigation Non-Expansion Area ☐ Active Management Area  
 109. ☐ Central Arizona Groundwater Replenishment District ☐ Other: \_\_\_\_\_  
 110. ☐ ☐ Are you aware of any grandfathered water rights associated with the Property?  
 111. If yes, ☐ Type I ☐ Type II ☐ Irrigation  
 112. Grandfathered Water Rights Certificate # \_\_\_\_\_  
 113. What is the allotment? \_\_\_\_\_ acre feet  
 114. Number of irrigated acres \_\_\_\_\_  
 115. ☐ To your knowledge, does the Property have surface water rights? If yes, Certificate # \_\_\_\_\_  
 116. **NOTICE TO BUYER: If the Property is served by a well, private water company or a municipal water provider,**  
 117. **the Arizona Department of Water Resources may not have made a water supply determination. For more**  
 118. **information about water supply, or any of the above services, contact the provider.**

**SEWER/WASTEWATER TREATMENT**

YES NO

119. Type of sewer: ☐ Public ☐ Private ☐ Planned and approved sewer system, but not connected ☐ None  
 120. Name of Provider: \_\_\_\_\_  
 121. ☐ ☐ Is the Property served by an On-Site Wastewater Treatment Facility? (If no, skip to line 143)  
 122. If yes, the Facility is: ☐ Conventional septic system ☐ Alternative system; type: \_\_\_\_\_  
 123. \_\_\_\_\_ or  
 124. Other: \_\_\_\_\_  
 125. **NOTICE TO BUYER: Contact the appropriate governmental or private provider regarding the availability**  
 126. **and cost of sewer connection.**  
 127. ☐ ☐ If the Facility is an alternative system, is it currently being serviced under a maintenance contract?  
 128. If yes, name of contractor: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 129. Approximate year Facility installed: \_\_\_\_\_ (Attach copy of permit)  
 130. ☐ ☐ Are you aware of any repairs or alterations made to this Facility since original installation?  
 131. Explain: \_\_\_\_\_  
 132. \_\_\_\_\_  
 133. Approximate date of last Facility inspection and/or pumping of septic tank: \_\_\_\_\_  
 134. \_\_\_\_\_  
 135. ☐ ☐ Are you aware of any past or present problems with the Facility? Explain:  
 136. ☐ ☐ Are you aware of any site/soil evaluation (percolation or other tests) having been performed on the Property?  
 137. If yes, when and by whom? \_\_\_\_\_  
 138. **NOTICE TO SELLER AND BUYER: The Arizona Department of Environmental Quality (ADEQ) requires a**  
 139. **pre-transfer inspection of on-site wastewater treatment facilities on re-sale properties.**

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Vacant Land/Lot Seller's Property Disclosure Statement (SPDS) >>

140.  
141.  
142.

**NOTICE TO BUYER:** Cesspools have not been approved for use in Arizona since 1976. Current Arizona Department of Environmental Quality regulations on cesspools specifically prohibit their use for sewage disposal [R18-9-A309(A)(4) and R18-5-408(D)].

**ENVIRONMENTAL INFORMATION**

YES NO

143. ☐ ☐ Are you aware of the presence of any of the following on the Property, past or present? (Check all that apply):  
144. ☐ Asbestos ☐ Radon gas ☐ Mining operations ☐ Pesticides  
145. ☐ Underground storage tanks ☐ Fuel/oil/chemical disposal or storage  
146. Explain: \_\_\_\_\_  
147. ☐ ☐ Are you aware of the presence of any of the following in close proximity to Property, past or present? (Check all that apply):  
148. ☐ Asbestos ☐ Radon gas ☐ Pesticides ☐ Underground storage tanks  
149. ☐ Fuel/oil/chemical disposal or storage ☐ Other: \_\_\_\_\_  
150. Explain: \_\_\_\_\_  
151. ☐ ☐ Are you aware if the Property is located within any of the following? (Check all that apply):  
152. ☐ Superfund ☐ Water Quality Assurance Revolving Fund ("WQARF")  
153. ☐ Comprehensive Environmental Response Compensation and Liability Act ("CERCLA")  
154. ☐ ☐ Are you aware of any environmental assessments or studies having been performed on the Property?  
155. If yes, was the study a (Check all that apply): ☐ Phase I ☐ Phase II ☐ Phase III ☐ Other  
156. (Attach copies of the environmental assessment or study.)  
157. ☐ ☐ Are you aware of any past or present issues or problems with any of the following on the Property? (Check all that apply):  
158. ☐ Soil settlement/expansion ☐ Drainage/grade ☐ Erosion ☐ Fissures ☐ Other  
159. Explain: \_\_\_\_\_  
160. **NOTICE TO BUYER: The Arizona Department of Real Estate provides earth fissure maps to any member**  
161. **of the public in printed or electronic format upon request and on its website at: [www.azre.gov](http://www.azre.gov)**  
162. ☐ ☐ Are you aware of any past or present issues or problems in close proximity to the Property related to any of  
163. the following? (Check all that apply):  
164. ☐ Soil settlement/expansion ☐ Drainage/grade ☐ Erosion ☐ Fissures ☐ Other  
165. Explain: \_\_\_\_\_  
166. ☐ ☐ Are you aware if the Property is subject to any present or proposed effects of any of the following? (Check all that apply):  
167. ☐ Airport noise ☐ Traffic noise ☐ Rail line noise ☐ Neighborhood noise ☐ Toxic waste disposal  
168. ☐ Odors ☐ Nuisances ☐ Sand/gravel operations ☐ Other  
169. Explain: \_\_\_\_\_  
170. ☐ ☐ Are you aware of any portion of the Property being situated on or in close proximity to a closed landfill?  
171. Explain: \_\_\_\_\_  
172. ☐ Are you aware of any conditions that make the Property subject to any of the following ordinances or regulations?  
173. (Check all that apply):  
174. ☐ Hillside ☐ Erosion control ☐ Native plant/animal species preservation ☐ Natural area open space requirements  
175. ☐ Wetlands area ☐ Critical habitat  
176. Are you aware if the Property is located in the vicinity of an airport (military, public, or private)?  
177. Explain: \_\_\_\_\_

178. **NOTICE TO SELLER AND BUYER:** Pursuant to Arizona Law a Seller shall provide a written disclosure to the  
 179. Buyer if the Property is located in territory in the vicinity of a military airport or ancillary military facility as  
 180. delineated on a map prepared by the State Land Department. The Department of Real Estate also is obligated  
 181. to record a document at the County Recorder's Office disclosing if the property is under restricted air space  
 182. and to maintain the State Land Department Military Airport Map on its website at: [www.azre.gov](http://www.azre.gov).

YES NO

183. ☐ ☐ Are you aware if any portion of the Property is in a flood way or flood plain?

184. Explain: \_\_\_\_\_

185. ☐ ☐ Are you aware of any portion of the Property ever having been flooded?

186. Explain: \_\_\_\_\_

187. **NOTICE TO BUYER:** Your mortgage lender [may] [will] require you to purchase flood insurance in connection  
 188. with your purchase of this property. The National Flood Insurance Program provides for the availability of flood  
 189. insurance and establishes flood insurance policy premiums based on the risk of flooding in the area where  
 190. properties are located. Changes to federal law (The Biggert-Waters Flood Insurance Reform Act of 2012 and the  
 191. Homeowner Flood Insurance Affordability Act of 2014, in particular) will result in changes to flood insurance  
 192. premiums that are likely to be higher, and in the future may be substantially higher, than premiums paid for  
 193. flood insurance prior to or at the time of sale of the property. As a result, purchasers of property should not rely  
 194. on the premiums paid for flood insurance on this property previously as an indication of the premiums that will  
 195. apply after completion of the purchase. In considering purchase of this property you should consult with one or  
 196. more carriers of flood insurance for a better understanding of flood insurance coverage, current and anticipated  
 197. future flood insurance premiums, whether the prior owner's policy may be assumed by a subsequent purchaser  
 198. of the property, and other matters related to the purchase of flood insurance for the property. For more information  
 199. about flood insurance as it relates to this property, you may also wish to contact the Federal Emergency  
 200. Management Agency (FEMA) at: <https://www.fema.gov/national-flood-insurance-program>.

# **MISCELLANEOUS**

YES NO

201. ☐ ☐ Are you aware of any survey of the Property by a licensed surveyor having been performed? If yes, when and  
 202. by whom? \_\_\_\_\_ (Attach surveyor's plat map)

203. ☐ ☐ If yes, is the survey recorded?

204. ☐ ☐ Are you aware of any archeological features or artifacts on the Property?

205. Explain: \_\_\_\_\_

206. ☐ ☐ Are you aware of any archeological study having been performed on the Property?

207. If yes, when and by whom? \_\_\_\_\_

208. ☐ ☐ Are you aware of any endangered species on the Property? Explain: \_\_\_\_\_

209. \_\_\_\_\_

210. ☐ ☐ Are you aware of any endangered species studies having been performed on the Property? If yes, when and

211. by whom? \_\_\_\_\_

212. ☒ ☐ Are you aware of any mineral rights that transfer with the title? If yes, explain: \_\_\_\_\_

213. \_\_\_\_\_

214. ☐ ☐ Are you aware of any open mine shafts/tunnels, abandoned wells, or other hazards on the Property?

215. If yes, describe location: \_\_\_\_\_

216. \_\_\_\_\_

217. (Illustrate location on plat map, if attached.)



**ADDITIONAL EXPLANATIONS**

YES NO

218. ☐ ☐ Is there any other information concerning the Property that might affect the decision of a buyer to buy, or affect  
219. the value of the Property, or affect the Property's use by a buyer? Explain:

220. \_\_\_\_\_  
221. \_\_\_\_\_  
222. \_\_\_\_\_  
223. \_\_\_\_\_  
224. \_\_\_\_\_  
225. \_\_\_\_\_  
226. \_\_\_\_\_  
227. \_\_\_\_\_  
228. \_\_\_\_\_  
229. \_\_\_\_\_  
230. \_\_\_\_\_  
231. \_\_\_\_\_  
232. \_\_\_\_\_  
233. \_\_\_\_\_  
234. \_\_\_\_\_  
235. \_\_\_\_\_

236. **SELLER CERTIFICATION:** Seller certifies that the information contained herein is true and complete to the best of Seller's  
237. knowledge as of the date signed. Seller agrees that any changes in the information contained herein will be disclosed in writing  
238. by Seller to Buyer prior to Close of Escrow, including any information that may be revealed by subsequent inspections.

239. \_\_\_\_\_  
A SELLER'S SIGNATURE MO/DA/YR A SELLER'S SIGNATURE MO/DA/YR  
Georgann Accomando Mario Accomando

240. **Reviewed and updated:** Initials: \_\_\_\_\_ / \_\_\_\_\_  
SELLER SELLER MO/DA/YR

241. **BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that the information contained herein is based only on the Seller's actual  
242. knowledge and is not a warranty of any kind. Buyer acknowledges Buyer's obligation to investigate any material (important) facts in  
243. regard to the Property. Buyer is encouraged to obtain Property inspections by professional independent third parties.

244. **NOTICE:** Buyer acknowledges that by law, Sellers, Lessors and Brokers are not obligated to disclose that the Property is or has  
245. been: (1) the site of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person  
246. exposed to HIV, diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real  
247. estate; or (3) located in the vicinity of a sex offender.

248. **By signing below, Buyer acknowledges receipt only of this SPDS. If Buyer disapproves of any items provided herein, Buyer**  
249. **shall deliver to Seller written notice of the items disapproved as provided in the Contract.**

250. \_\_\_\_\_  
A BUYER'S SIGNATURE MO/DA/YR A BUYER'S SIGNATURE MO/DA/YR

**Kingman Golden Valley Association of Realtors**  
**EXCLUSIVE EMPLOYMENT AGREEMENT**  
Exclusive Right to Sell

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.

1. **EXCLUSIVE RIGHT:** In consideration of the acceptance by the undersigned licensed Arizona real estate Broker ["Broker"] of the terms of this Listing Contract ("Listing") and Broker's promise to endeavor to sell, rent, exchange, or option the Property described below ("Property"), I or We, as Owner(s) ("Owner"), employ and grant Broker the exclusive and irrevocable right commencing on 6/15/2022 and expiring at 11:59 p.m. on 1/31/2023, to sell, rent, exchange, or option the Property described below.

2. **PROPERTY DESCRIPTION:** The Property which Owner is listing is described as follows: ☐ Residential ☐ Commercial ☒ Vacant Land  
0000 San Pedro Rd Golden Valley Mohave  
Street Address City/Town County

T21N R15W SEC 29 SUN WEST ACRES TR 1027 THE SOUTH 1/2 OF LOT 70 C ONT 10.14 ACRES 306-24-070 (306-24 306-24-070A  
Legal Description ASSessor #

3. **LISTING PRICE:** The listing price shall be \_\_\_\_\_  
Thirty-Four Thousand Nine Hundred (\$ 34,900.00 ).

4. **ACCESS AND LOCKBOX.** Owner acknowledges that a lockbox and any other keys left with or available to Broker will permit access to the Premises by Broker or any other broker, with or without potential purchasers or tenants ("Prospects"), even when Owner or occupant are absent. Owner acknowledges that neither the Western Arizona Realtor Data Exchange ("WARDEX"), nor any Board or Association of REALTORS®, nor any broker, is insuring Owner or occupant against theft, loss or vandalism resulting from any such access. Owner is responsible for taking such steps as may be necessary to secure and protect the Premises during any time that a lockbox is being used and obtaining appropriate insurance.

\_\_\_\_ Owner Opt's Out

5. **AGENCY RELATIONSHIPS.** Owner understands that Broker is Owner's agent with respect to this listing. Owner understands that a Prospect may also wish to be represented by Broker in connection with the purchase or rental of the Premises. In the event, Broker would be serving as the agent for both Owner and the Prospect. Since Owner does not wish to limit the range of Prospects at this time, Owner agrees to work with Broker to resolve any potential agency conflicts that may arise. Owner initially authorizes Broker to cooperate with other brokers in any manner whatsoever.

6. **COMPENSATION TO BROKER.** Owner agrees to compensate Broker as follows:

A. **RETAINER.** Broker acknowledges receipt of a non-refundable retainer fee of \_\_\_\_\_ payable to Broker for the consultation, research and other services.

B. **COMMISSIONS.** If Broker produces a ready, willing and able purchaser or tenant in accordance with this Listing, or if a sale, rental, option or exchange of the Premises is made by Owner or through any other broker, or otherwise, during the term of this Listing, for services rendered, Owner agrees to pay Broker a commission of 8 % of gross listing or selling price or ☐ other \_\_\_\_\_.

C. **OTHER BROKERS.** Owner authorizes Broker to divide all such compensation with other brokers in any manner acceptable to Broker.

D. **PAYMENTS FROM ESCROW OR RENT.** Owner instructs the escrow company, if any, to pay all such compensation to Broker in cash as a condition to closing or upon cancellation of the escrow, and irrevocably assigns to Broker, to the extent necessary, money payable to Owner at the closing or cancellation of escrow. Broker is authorized to deduct compensation from any rent or other monies received on behalf of Owner.

E. **PURCHASE BY TENANT.** If during the terms of any rental of the Premises, including any renewals or holdovers, or within \_\_\_\_\_ days after its termination, any tenant, or his heirs, executors, or assigns shall buy the Premises from Owner, the sale commission described in Paragraph 6(b) shall be deemed earned by and payable to Broker.

F. **AFTER EXPIRATION.** After the expiration of this Listing, the same commissions, as appropriate, shall be payable if a sale, rental, exchange, or option is made by Owner to any person to whom the Premises has been shown or with whom Owner or any broker has negotiated concerning the Premises during the term of this Listing, (1) within 60 days after the expiration of this Listing, unless Premises had been listed on an exclusive basis with another broker, or (2) during the pendency, including the closing, of any purchase contract or escrow relating to the Premises that was executed or opened during the term of this Listing, or (3) as contemplated by Paragraph 6 (c).



Page 1 of 4

Owner's Initial's



- G. FAILURE TO COMPLETE.** If completion of a sale or rental is prevented by default of Owner, or with the consent of Owner, the entire sale or rental commission, as appropriate, shall be paid to Broker by Owner. If any earnest deposit is forfeited for any other reason, Owner shall pay a brokerage fee equal to the lesser of one-half of the earnest deposit or the full amount of the commission.
- H. NO LIMITATION.** Nothing in this Listing shall be construed as limiting applicable provisions of law relating to when commissions are earned or payable.

**7. USE OF INFORMATION.** The information on the Data Entry Form and any photographs of the Premises will be provided to WARDEX to be published and disseminated, in whole or in part, in printed or electronic form, including via the Internet, to WARDEX participants and the general public, even after the cancellation or expiration of the Listing. Broker is authorized to report the sale, exchange, option or rental of the Premises, and its price, terms and financing, for dissemination through WARDEX or otherwise to authorized WARDEX participants and to the public and for use by companies engaged in selling information for various purposes, including but not limited to, appraisals or evaluations of tax assessments.

**8. ROLE OF BROKER:** Owner acknowledges that Broker is not responsible for the custody or condition of the Premises or for its management, maintenance, upkeep or repair.

**9. DOCUMENTS.** In connection with any sale or rental of the Premises, Owner consents to the use of the current AAR standard form of purchase or rental contract used by Broker and all other standard documents used by Broker and the escrow and title companies.

**10. COOPERATION BY OWNER:** Owner agrees to make available to Broker and Prospects all data, records and documents pertaining to the Premises. Owner authorized Broker, and any other broker authorized by Broker to preview and show the Premises at reasonable times and upon reasonable notice, to take and publish photographs of the Premises and to conduct virtual tours, and agrees to commit no act which might tend to obstruct Broker's performance hereunder. If the Premises are occupied by someone other than Owner, Owner will provide to Broker the occupant's written consent to cooperate in connection with the showing of the Premises. Owner shall not communicate directly with any Prospect or other broker during the term of this Listing and shall refer all Prospects and other brokers to Broker during the term hereof.

**11. INSURANCE.** Owner acknowledges that Owner's or occupant's property could be damaged or stolen or persons visiting the Premises could be injured. Owner shall be responsible for obtaining appropriate insurance to cover such possible events.

**12. SIGN.** Broker is authorized to place Broker's appropriate signs on the Premises until the later of any close of escrow by a purchaser or occupancy by a tenant.

Owner Opts Out

**13. OWNER'S OBLIGATION / WARRANTIES BY OWNER.** Owner Agrees to and warrant:

- A. CAPACITY.** Owner has the legal capacity, full power and authority to enter into this Listing, deliver marketable title to the Premises and consummate the transactions contemplated hereby on Owner's own behalf or on behalf of the party Owner represents, as appropriate.
- B. ADVERSE INFORMATION.** Owner has disclosed to Broker all material latent defects and information concerning the Premises known to Owner, including all material information relating to: Connection to a public sewer system, septic tank or other sanitation system; the existence of any tax, judgment or other type of lien/past or present infestation by or treatment for wood-destroying pests or organisms; and past or present repair of the Premises for damage resulting from wood-destroying pests or organisms or has in the past ever or currently own's 5 or more lots in any one subdivision. During the term of this Listing, Owner agrees to continue disclosing to Broker all additional information of the type required by the preceding sentence promptly after Owner becomes aware of any such information.
- C. CORRECT INFORMATION.** All information concerning the Premises in this Listing, including the Data Entry Form relating to the Premises or otherwise provided by Owner to Broker or to any Prospect is, or will be at the time provided, and shall be at close of escrow or occupancy by a tenant, true, correct and complete. Owner agrees to notify Broker promptly if there is any material change in such information until the latest to occur of the expiration of this Listing, any close of escrow or occupancy by a tenant.
- D.** To consult with the Broker prior to the execution of an acceptance of an "Offer".
- E.** To remove all but Broker's signs from the Property and assure the Broker that no other employment of Listing agreements are in effect.
- F.** In the event of a sale, exchange or option to furnish a good and sufficient conveyance and marketable title insured for the gross sales price by a company licensed in Arizona to issue title insurance.
- G.** To immediately refer all inquiries received or known by the Owner during the term of this Listing to the Broker, and fully cooperate with Brokers in showing the Property.
- H.** Upon Listing Broker's request, Seller agrees to complete, sign and deliver to escrow company a certificate concerning whether Seller is a foreign person or nonresident alien pursuant to the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA).
- I. UTILITIES.** During the term of this Listing, Owner shall maintain continuous service to the Premises of all utilities which are currently connected to the property.

Owner's Initial's



14. **RELIEF OF LIABILITY.** Broker is hereby relieved of any and all liability and responsibility for everything in Paragraphs 11 and 13.
15. **ATTORNEYS' FEES.** In any action or proceeding to enforce any provision of this Listing, or for damages sustained by reason of its breach, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees, as set by the court or arbitrator and not by a jury, and all other related expenses, such as expert witness fees, fees paid to investigators and court costs. Additionally, if any Broker reasonably hires an attorney to enforce the collection of any commission without commencing any action or proceeding, Owner agrees to pay such Broker's attorney's fees and costs, and Owner also agrees to pay interest at the legal rate on all commission and other amounts owed or due to Broker from the time due until paid in full.
16. **INDEMNIFICATION.** The Owner agrees to indemnify and hold Broker, the appropriate Association of REALTORS®, WARDEX and all other Brokers harmless against any and all claims, liability, damage or loss arising from any misrepresentation, breach of warranty, breach of contract or breach of a promise by Owner, any incorrect information supplied by Owner, any facts concerning the Property not disclosed by Owner, including any facts known to Owner relating to adverse conditions or latent defects and any injury, loss, or damage to persons or Property in connection with the marketing or showing of the Property, including use of lockbox.
17. **DEPOSITS.** Owner authorized brokers to accept earnest deposits on behalf of Owner and to issue receipts for such earnest deposits.
18. **RECOMMENDATIONS.** If Broker recommends a builder, contractor, escrow company, title company, pest control service, appraiser, lender, home inspection company or home warranty company or any other person or entity to Owner for any purpose, such recommendation shall be independently investigated and evaluated by Owner, who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity recommended by Broker will be based solely upon such independent investigation and evaluation. Owner understands that said contractual arrangement may result in a commission or fee to Broker.
19. **SUBSEQUENT PURCHASE OFFERS.** Broker acknowledges that Owner has the right to accept subsequent offers until the close of escrow in the case of a sale or until occupancy by a tenant in the case of a rental. Owner understands that any subsequent offers accepted by Owner must be backup offers, namely, contingent on the cancellation or other nullification of any contracts arising upon the acceptance of earlier offers. Within 72 hours (excluding weekends and postal holidays) of the execution of a purchase contract by Owner, Broker shall change the status of the Listing from "active" to "sale pending" in the Multiple Listing Service computer system unless Owner instructs Broker in writing to continue to market the Premises, in which case, the Listing will be changed from "active" to "pending continue to show".
20. **EQUAL HOUSING OPPORTUNITY.** The Premises will be presented in compliance with federal, state and local fair housing laws and regulations.
21. **TIME OF ESSENCE.** Time is of the essence in the performance of the obligations contained in this Listing.
22. **COUNTERPARTS AND FACSIMILE.** This listing may be executed in any number of counterparts by the parties hereto. All counterparts so executed shall constitute one Listing binding upon all parties hereto, notwithstanding that all parties do not sign the same counterpart. An electronic copy of the Listing which indicates that the Listing was fully executed shall be treated as an original Listing.
23. **CONSTRUCTION OF LANGUAGE AND GOVERNING LAW.** The language of this Listing shall be construed according to its fair meaning and not strictly for or against either party. Words used in the masculine, feminine or neuter shall apply to either gender or the neuter, as appropriate. All singular and plural words shall be interpreted to refer to the number consistent with circumstances and context. Whenever the words "include", "including" are used in this Listing, they shall be deemed to be followed by the words "without limitation". If this Listing is used for a rental, exchange, or option instead of a sale of the Premises, all language in this Listing relating to the sale of Premises shall be construed to apply as appropriate, to a rental, exchange, or option. For example, Owner shall be deemed to be Exchanger, Optionor, or Landlord respectively. This Listing shall be governed by the laws of the State of Arizona.
24. **ADDITIONAL TERMS.**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Owner's Initial's \_\_\_\_\_



**25. ENTIRE AGREEMENT.** This Listing including the Data Entry sheet, plus any attached exhibits and any addenda or supplements signed by Owner and Broker shall constitute the entire agreement between Owner and Broker and supersede any other written or oral agreements between Owner and Broker. It is the intention of the parties that this Listing shall be a legally binding contract once it has been signed by Owner and Broker even though none, or only some, of the pages have been initialed by Owner. This Listing can be modified only by a writing signed by Owner and Broker.

**THE TERMS AND CONDITIONS IN THIS LISTING PLUS ALL INFORMATION ON THE DATA ENTRY FORM ARE INCORPORATED HEREIN BY REFERENCE. COMMISSIONS PAYABLE FOR THE SALE, RENTAL OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS OR MULTIPLE LISTING SERVICE OR IN ANY MANNER OTHER THAN BY NEGOTIATION BETWEEN THE BROKER AND THE OWNER. BY SIGNING BELOW, OWNER ACKNOWLEDGES THAT HE HAS READ, UNDERSTANDS AND ACCEPTS ALL TERMS AND PROVISIONS CONTAINED HEREIN AND THAT HE HAS RECEIVED A COPY OF THIS LISTING.**

<u>Georgann Accomando</u>		<u>Mario Accomando</u>	
Print Name of Owner		Print Name of Owner	
_____ Street		_____ City/Town	_____ State Zip
_____ Phone		<u>annarose5853@gmail.com</u>	<u>annarose5853@gmail.com</u>
Fax		Owner's e-mail address	Date
_____ Owner's Signature	_____ Date	_____ Owner's Signature	_____ Date

In consideration of Owner's representations and promises in this Listing, Broker agrees to endeavor to effect a sale, rental, exchange, or option in accordance with this listing and further agrees to provide this Listing for publication by a local Board or Association of REALTORS® and dissemination to the users of WARDEX.

<u>Keller Williams Arizona Living Realty</u>		<u>KerriPearceRealtor@gmail.com</u>	
Firm Name (Broker)		Firm e-mail	Office Phone
By: _____		<u>928-718-6215</u>	
Agent's Signature	<u>Kerri Pearce</u>	Date	Agent's Fax
_____ Designated Broker		<u>Lisa Elliott</u>	
_____ File No.		Date	



## D/LOT SELLER ADV

Document updated:  
October 2021



U -



Arizona law requires the seller to disclose material (important) facts about the property, even if you are not asked by the buyer or a real estate agent. These disclosure obligations remain even if you and the buyer agree that no Seller's Property Disclosure Statement ("SPDS") will be provided.

The SPDS is designed to assist you, the seller, in making these legally required disclosures and to avoid inadvertent nondisclosures of material facts. To satisfy your disclosure obligations and protect yourself against alleged nondisclosure, you should complete the SPDS by answering all questions as truthfully and as thoroughly as possible. Attach copies of any available invoices, warranties, inspection reports, and leases, to ensure that you are disclosing accurate information. Use the blank lines to explain your answers. If you do not have the personal knowledge to answer a question, it is important not to guess – use the blank lines to explain the situation.

If the buyer asks you about an aspect of the property, you have a duty to disclose the information, even if you do not consider the information material.\* You also have a legal duty to disclose facts when disclosure is necessary to prevent a previous statement from being misleading or misrepresented; for example, if something changes.

If you do not make the legally required disclosures you may be subject to civil liability. Under certain circumstances, nondisclosure of a fact is the same as saying that the fact does not exist. Therefore, nondisclosure may be given the same legal effect as fraud.

If you are using the Arizona Association of REALTORS® ("AAR") Vacant Land/Lot Purchase Contract, the seller is required to deliver "a completed AAR Vacant Land/Lot SPDS form to the Buyer within five (5) days after Contract acceptance." If the Seller does not provide the SPDS as the Contract requires, the Seller is potentially in breach of the Contract, thereby enabling the Buyer to cancel the transaction and receive the earnest money deposit.

\* By law, sellers are not obligated to disclose that the property is or has been: (1) a site of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender. However, the law does not protect a seller who makes an intentional misrepresentation. For example, if you are asked whether there has been a death on the property and you know that there was such a death, you should not answer "no" or "I don't know." Instead you should either answer truthfully or respond that you are not legally required to answer the question.

Vacant Land/Lot Seller Advisory • October 2021  
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# VACANT LAND/LOT SELLER'S PROPERTY DISCLOSURE STATEMENT (SPDS) (To be completed by Seller)

Document updated:  
October 2021

ARIZONA  
ASSOCIATION OF  
REALTORS®

REAL ESTATE • REALTOR'S SUCCESS

The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



## MESSAGE TO THE SELLER:

Sellers are obligated by law to disclose all known material (important) facts about the Property to the Buyer. The SPDS is designed to assist you in making these disclosures. If you know something important about the Property that is not addressed on the SPDS, add that information to the form. Prospective Buyers may rely on the information you provide.

**INSTRUCTIONS:** (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the blank lines to explain. By signing below you acknowledge that the failure to disclose known material information about the Property may result in liability.

## MESSAGE TO THE BUYER:

Although Sellers are obligated to disclose all known material (important) facts about the Property, there are likely facts about the Property that the Sellers do not know. Therefore, it is important that you take an active role in obtaining information about the Property.

**INSTRUCTIONS:** (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the SPDS. (5) Review all other applicable documents, such as CC&R's, association bylaws, rules, and the title report or commitment. (6) Obtain professional inspections of the Property. (7) Investigate the surrounding area.

**THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT VERIFIED BY THE BROKER(S) OR AGENT(S).**

## PROPERTY AND OWNERSHIP

1. THIS DISCLOSURE CONCERNS THE FOLLOWING REAL PROPERTY: 0000 San Pedro Rd
2. Golden Valley AZ 86413
3. COUNTY: \_\_\_\_\_ TAX PARCEL NUMBER: \_\_\_\_\_
4. ZONING: \_\_\_\_\_ DATE PURCHASED OR ACQUIRED: \_\_\_\_\_
5. How did you acquire the Property? ☐ Purchase ☐ Inheritance ☐ Foreclosure ☐ Gift ☐ Other: \_\_\_\_\_
6. LEGAL OWNER OF PROPERTY: \_\_\_\_\_
7. Is the Property located in an unincorporated area of the county? ☐ Yes ☐ No
8. If yes, and five or fewer parcels of land other than subdivided land are being transferred, the Seller must furnish the Buyer
9. with a written Affidavit of Disclosure in the form required by law.
10. To your knowledge, is the Property within a subdivision approved by the Arizona Department of Real Estate? ☐ Yes ☐ No
11. Is the legal owner(s) of the Property a Foreign Person pursuant to the Foreign Investment in Real Property
12. Tax Act (FIRPTA)? ☐ Yes ☐ No If yes, consult a tax advisor; mandatory withholding may apply.
13. Does the Property include any leased land? ☐ Yes ☐ No
14. If No, skip to line 22
15. If yes, is the land: ☐ State ☐ Federal ☐ Privately owned ☐ Other: \_\_\_\_\_
16. How many acres are leased? \_\_\_\_\_
17. Expiration date of current lease? \_\_\_\_\_ (Attach a copy of the lease.)
18. Is the Property currently leased to a tenant? ☐ Yes ☐ No
19. If yes, expiration date of current lease: \_\_\_\_\_ (Attach a copy of the lease.)
20. If any refundable deposits or prepaid rents are being held, by whom and how much? Explain: \_\_\_\_\_
21. \_\_\_\_\_
22. 

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	Have you entered into any agreement to transfer your interest in the Property in any way, including lease renewals
<input type="checkbox"/>	<input type="checkbox"/>	or options to purchase? Explain: _____
<input type="checkbox"/>	<input type="checkbox"/>	To your knowledge, is the Property subject to Covenants, Conditions and Restrictions or deed restrictions?
<input type="checkbox"/>	<input type="checkbox"/>	Explain: _____

>>

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BUYER BUYER

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TRANSACTIONS  
PROPERTY

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**Vacant Land/Lot Seller's Property Disclosure Statement (SPDS) >>**

**YES NO**

26. ☐ ☐ Are you aware of any association(s) governing this Property?  
If yes, membership in the association(s) is ☐ Mandatory ☐ Voluntary
27. Association Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_
28. Association Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_
- If yes, are there any fees? How much? \$ \_\_\_\_\_ How often? \_\_\_\_\_  
How much? \$ \_\_\_\_\_ How often? \_\_\_\_\_
- ☐ ☐ Are you aware of any assessments affecting this Property? (Check all that apply)  
☐ State ☐ Federal  
Assessment balance: \$ \_\_\_\_\_
- Are you aware of any proposed assessment(s)?  
If yes, explain: \_\_\_\_\_
- ☐ Are you aware of any pending or anticipated disputes or litigation regarding the Property or the association(s)?  
Explain: \_\_\_\_\_
- ☐ ☐ Are you aware of any of the following recorded against the Property? (Check all that apply):  
☐ Judgment liens ☐ Tax liens ☐ Other non-consensual liens  
Explain: \_\_\_\_\_
42. ☐ Are you aware of any title issues affecting this Property? (Check all that apply):
43. ☐ Recorded easements ☐ Use restrictions ☐ Lot line disputes ☐ Encroachments
44. ☐ Unrecorded easements ☐ Use permits ☐ Conservation easement ☐ Other
45. Explain: \_\_\_\_\_
46. ☐ ☐ Are you aware of any pending or anticipated eminent domain or condemnation proceedings regarding the Property?
47. Explain: \_\_\_\_\_
48. ☐ ☐ Are you aware of any development, impact, or similar fees regarding the Property?
49. Explain: \_\_\_\_\_
50. ☐ ☐ Are you aware if the Property is located within the boundaries of a Community Facilities District (CFD)?
51. If yes, provide the name of the CFD: \_\_\_\_\_

**ACCESS**

52. There ☐ is ☐ is not...legal access to the Property as defined in A.R.S. §11-831 ☐ unknown
53. Explain: \_\_\_\_\_
54. \_\_\_\_\_
55. There ☐ is ☐ is not...physical access to the Property ☐ unknown
56. Explain: \_\_\_\_\_
57. \_\_\_\_\_
58. There ☐ is ☐ is not...a statement from a licensed surveyor or engineer available stating whether the Property has
59. physical access that is traversable by a two-wheel drive passenger motor vehicle
60. The legal and physical access to the Property ☐ is ☐ is not...the same ☐ unknown ☐ not applicable
61. Explain: \_\_\_\_\_
62. \_\_\_\_\_
63. The road(s) ☐ is publicly maintained ☐ privately maintained ☐ not maintained ☐ not applicable. If applicable, there
64. ☐ is ☐ is not...a recorded road maintenance agreement.
65. **If the roads are not publicly maintained, it is the responsibility of the Property owner(s) to maintain the roads and roads that**
66. **are not improved to county standards and accepted for maintenance are not the county's responsibility.**

>>

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BUYER BUYER

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**TRANSACTIONS**  
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Vacant Land/Lot Seller's Property Disclosure Statement (SPDS) >>

**USE**

67. What is the current use of the Property? \_\_\_\_\_
68. What prior uses of the Property are you aware of? \_\_\_\_\_

**YES NO**

69. ☐ ☐ To your knowledge, does the current use conform with current zoning?
70. If no, Explain: \_\_\_\_\_
71. ☐ ☐ Are you aware of any improvements on the Property?
72. Explain: \_\_\_\_\_
73. ☐ ☐ Are you aware of any crops being grown on the Property?
74. If yes, are the crops ☐ Owner operated ☐ Tenant operated
75. If yes, who has the right to harvest the crops and for what period of time? Explain: \_\_\_\_\_
76. \_\_\_\_\_
77. ☐ ☐ Are you aware of any livestock on the Property?
78. If yes, are the livestock ☐ Owner operated ☐ Tenant operated ☐ Open range

**UTILITIES**

79. **ARE THE FOLLOWING SERVICES AVAILABLE TO THE PROPERTY?**

**YES NO**

**PROVIDER**

80. ☐ ☐ Electricity: \_\_\_\_\_
81. ☐ ☐ Fuel: ☐ Natural gas ☐ Propane ☐ Oil \_\_\_\_\_
82. ☐ ☐ Cable: \_\_\_\_\_
83. ☐ ☐ Internet: \_\_\_\_\_
84. ☐ ☐ Telephone: \_\_\_\_\_
85. ☐ ☐ Garbage Collection: \_\_\_\_\_
86. ☐ ☐ Fire: \_\_\_\_\_
87. ☐ ☐ Irrigation: \_\_\_\_\_
88. ☐ Are there any alternate power systems serving the Property? (If no, skip to line 99)
89. If yes, indicate type (Check all that apply)
90. ☐ Solar ☐ Wind ☐ Generator ☐ Other \_\_\_\_\_
91. ☐ ☐ Are you aware of any past or present problems with the alternate power system(s)?
92. Explain: \_\_\_\_\_
93. ☐ ☐ Are any power systems serving the Property leased?
94. Explain: \_\_\_\_\_
95. If yes, provide name and phone number of the leasing company (Attach copy of lease if available)
96. \_\_\_\_\_

**NOTICE TO BUYER: If the Property is served by a solar system, Buyer is advised to read all pertinent documents and review the cost, insurability, operation, and value of the system, among other items.**

**WATER**

**YES NO**

99. ☐ ☐ Is there a domestic water source to the Property?
100. If yes, water source is: ☐ Public ☐ Private water company ☐ Private well ☐ Shared well ☐ Hauled water
101. If water source is a private or shared well, or water can be used from springs, streams, lakes, ponds, reservoirs, canyons, or ravines, complete and attach the DOMESTIC WATER WELL/ WATER USE ADDENDUM.
102. If water source is public, a private water company, or hauled water, Provider is: \_\_\_\_\_
103. \_\_\_\_\_

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**Vacant Land/Lot Seller's Property Disclosure Statement (SPDS) >>**

**YES NO**

104. ☐ ☐ Are you aware of any past or present drinking water problems?

105. Explain: \_\_\_\_\_

106. \_\_\_\_\_  
 107. ☐ ☐ To your knowledge, is the Property in one of the following districts or areas? (Check all that apply):  
 108. ☐ Central Arizona Project (CAP) District ☐ Irrigation Non-Expansion Area ☐ Active Management Area  
 109. ☐ Central Arizona Groundwater Replenishment District ☐ Other: \_\_\_\_\_

110. ☐ ☐ Are you aware of any grandfathered water rights associated with the Property?

111. If yes, ☐ Type I ☐ Type II ☐ Irrigation

112. Grandfathered Water Rights Certificate # \_\_\_\_\_

113. What is the allotment? \_\_\_\_\_ acre feet

114. Number of irrigated acres \_\_\_\_\_

115. ☐ ☐ To your knowledge, does the Property have surface water rights? If yes, Certificate # \_\_\_\_\_

116. **NOTICE TO BUYER: If the Property is served by a well, private water company or a municipal water provider,**  
 117. **the Arizona Department of Water Resources may not have made a water supply determination. For more**  
 118. **information about water supply, or any of the above services, contact the provider.**

**SEWER/WASTEWATER TREATMENT**

**YES NO**

119. Type of sewer: ☐ Public ☐ Private ☐ Planned and approved sewer system, but not connected ☐ None

120. Name of Provider: \_\_\_\_\_

121. ☐ ☐ Is the Property served by an On-Site Wastewater Treatment Facility? (If no, skip to line 143)

122. If yes, the Facility is: ☐ Conventional septic system ☐ Alternative system; type: \_\_\_\_\_

123. \_\_\_\_\_ or,

124. Other: \_\_\_\_\_

125. **NOTICE TO BUYER: Contact the appropriate governmental or private provider regarding the availability**  
 126. **and cost of sewer connection.**

127. ☐ ☐ If the Facility is an alternative system, is it currently being serviced under a maintenance contract?

128. If yes, name of contractor: \_\_\_\_\_ Phone #: \_\_\_\_\_

129. Approximate year Facility installed: \_\_\_\_\_ (Attach copy of permit)

130. ☐ ☐ Are you aware of any repairs or alterations made to this Facility since original installation?

131. Explain: \_\_\_\_\_

132. \_\_\_\_\_

133. Approximate date of last Facility inspection and/or pumping of septic tank: \_\_\_\_\_

134. \_\_\_\_\_

135. ☐ ☐ Are you aware of any past or present problems with the Facility? Explain: \_\_\_\_\_

136. ☐ ☐ Are you aware of any site/soil evaluation (percolation or other tests) having been performed on the Property?

137. If yes, when and by whom? \_\_\_\_\_

138. **NOTICE TO SELLER AND BUYER: The Arizona Department of Environmental Quality (ADEQ) requires a**  
 139. **pre-transfer inspection of on-site wastewater treatment facilities on re-sale properties.**

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Vacant Land/Lot Seller's Property Disclosure Statement (SPDS) >>

140. **NOTICE TO BUYER: Cesspools have not been approved for use in Arizona since 1976. Current Arizona**  
 141. **Department of Environmental Quality regulations on cesspools specifically prohibit their use for sewage**  
 142. **disposal [R18-9-A309(A)(4) and R18-5-408(D)].**

**ENVIRONMENTAL INFORMATION**

YES NO

143. ☐ ☐ Are you aware of the presence of any of the following on the Property, past or present? (Check all that apply):

144. ☐ Asbestos ☐ Radon gas ☐ Mining operations ☐ Pesticides

145. ☐ Underground storage tanks ☐ Fuel/oil/chemical disposal or storage

146. Explain: \_\_\_\_\_

147. ☐ ☐ Are you aware of the presence of any of the following in close proximity to Property, past or present? (Check all that apply):

148. ☐ Asbestos ☐ Radon gas ☐ Pesticides ☐ Underground storage tanks

149. ☐ Fuel/oil/chemical disposal or storage ☐ Other: \_\_\_\_\_

150. Explain: \_\_\_\_\_

151. ☐ ☐ Are you aware if the Property is located within any of the following? (Check all that apply):

152. ☐ Superfund ☐ Water Quality Assurance Revolving Fund ("WQARF")

153. ☐ Comprehensive Environmental Response Compensation and Liability Act ("CERCLA")

154. ☐ ☐ Are you aware of any environmental assessments or studies having been performed on the Property?

155. If yes, was the study a (Check all that apply): ☐ Phase I ☐ Phase II ☐ Phase III ☐ Other \_\_\_\_\_

156. (Attach copies of the environmental assessment or study.)

157. ☐ ☐ Are you aware of any past or present issues or problems with any of the following on the Property? (Check all that apply):

158. ☐ Soil settlement/expansion ☐ Drainage/grade ☐ Erosion ☐ Fissures ☐ Other

159. Explain: \_\_\_\_\_

160. **NOTICE TO BUYER: The Arizona Department of Real Estate provides earth fissure maps to any member**  
 161. **of the public in printed or electronic format upon request and on its website at: [www.azre.gov](http://www.azre.gov)**

162. ☐ ☐ Are you aware of any past or present issues or problems in close proximity to the Property related to any of  
 163. the following? (Check all that apply):

164. ☐ Soil settlement/expansion ☐ Drainage/grade ☐ Erosion ☐ Fissures ☐ Other

165. Explain: \_\_\_\_\_

166. ☐ ☐ Are you aware if the Property is subject to any present or proposed effects of any of the following? (Check all that apply):

167. ☐ Airport noise ☐ Traffic noise ☐ Rail line noise ☐ Neighborhood noise ☐ Toxic waste disposal

168. ☐ Odors ☐ Nuisances ☐ Sand/gravel operations ☐ Other \_\_\_\_\_

169. Explain: \_\_\_\_\_

170. ☐ ☐ Are you aware of any portion of the Property being situated on or in close proximity to a closed landfill?

171. Explain: \_\_\_\_\_

172. ☐ ☐ Are you aware of any conditions that make the Property subject to any of the following ordinances or regulations?

173. (Check all that apply):

174. ☐ Hillside ☐ Erosion control ☐ Native plant/animal species preservation ☐ Natural area open space requirements

175. ☐ Wetlands area ☐ Critical habitat

176. ☐ Are you aware if the Property is located in the vicinity of an airport (military, public, or private)?

177. Explain: \_\_\_\_\_

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178. **NOTICE TO SELLER AND BUYER:** Pursuant to Arizona Law a Seller shall provide a written disclosure to the  
 179. Buyer if the Property is located in territory in the vicinity of a military airport or ancillary military facility as  
 180. delineated on a map prepared by the State Land Department. The Department of Real Estate also is obligated  
 181. to record a document at the County Recorder's Office disclosing if the property is under restricted air space  
 182. and to maintain the State Land Department Military Airport Map on its website at: [www.azre.gov](http://www.azre.gov).

YES NO

183. ☐ ☐ Are you aware if any portion of the Property is in a flood way or flood plain?

184. Explain: \_\_\_\_\_

185. ☐ ☐ Are you aware of any portion of the Property ever having been flooded?

186. Explain: \_\_\_\_\_

187. **NOTICE TO BUYER:** Your mortgage lender [may] [will] require you to purchase flood insurance in connection  
 188. with your purchase of this property. The National Flood Insurance Program provides for the availability of flood  
 189. insurance and establishes flood insurance policy premiums based on the risk of flooding in the area where  
 190. properties are located. Changes to federal law (The Biggert-Waters Flood Insurance Reform Act of 2012 and the  
 191. Homeowner Flood Insurance Affordability Act of 2014, in particular) will result in changes to flood insurance  
 192. premiums that are likely to be higher, and in the future may be substantially higher, than premiums paid for  
 193. flood insurance prior to or at the time of sale of the property. As a result, purchasers of property should not rely  
 194. on the premiums paid for flood insurance on this property previously as an indication of the premiums that will  
 195. apply after completion of the purchase. In considering purchase of this property you should consult with one or  
 196. more carriers of flood insurance for a better understanding of flood insurance coverage, current and anticipated  
 197. future flood insurance premiums, whether the prior owner's policy may be assumed by a subsequent purchaser  
 198. of the property, and other matters related to the purchase of flood insurance for the property. For more information  
 199. about flood insurance as it relates to this property, you may also wish to contact the Federal Emergency  
 200. Management Agency (FEMA) at: <https://www.fema.gov/national-flood-insurance-program>.

**MISCELLANEOUS**

YES NO

201. ☐ ☐ Are you aware of any survey of the Property by a licensed surveyor having been performed? If yes, when and  
 202. by whom? \_\_\_\_\_ (Attach surveyor's plat map)

203. ☐ ☐ If yes, is the survey recorded?

204. ☐ ☐ Are you aware of any archeological features or artifacts on the Property?

205. Explain: \_\_\_\_\_

206. ☐ ☐ Are you aware of any archeological study having been performed on the Property?

207. If yes, when and by whom? \_\_\_\_\_

208. ☐ ☐ Are you aware of any endangered species on the Property? Explain: \_\_\_\_\_

209. \_\_\_\_\_

210. ☐ ☐ Are you aware of any endangered species studies having been performed on the Property? If yes, when and  
 211. by whom? \_\_\_\_\_

212. ☐ ☐ Are you aware of any mineral rights that transfer with the title? If yes, explain:  
 213. \_\_\_\_\_

214. ☐ ☐ Are you aware of any open mine shafts/tunnels, abandoned wells, or other hazards on the Property?

215. If yes, describe location: \_\_\_\_\_

216. \_\_\_\_\_

217. (Illustrate location on plat map, if attached.)

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 Report Generated

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**ADDITIONAL EXPLANATIONS**

YES NO

216. ☐ ☐ Is there any other information concerning the Property that might affect the decision of a buyer to buy, or affect  
219 the value of the Property, or affect the Property's use by a buyer? Explain \_\_\_\_\_

220. \_\_\_\_\_  
221. \_\_\_\_\_  
222. \_\_\_\_\_  
223. \_\_\_\_\_  
224. \_\_\_\_\_  
225. \_\_\_\_\_  
226. \_\_\_\_\_  
227. \_\_\_\_\_  
228. \_\_\_\_\_  
229. \_\_\_\_\_  
230. \_\_\_\_\_  
231. \_\_\_\_\_  
232. \_\_\_\_\_  
233. \_\_\_\_\_  
234. \_\_\_\_\_  
235. \_\_\_\_\_

236. **SELLER CERTIFICATION:** Seller certifies that the information contained herein is true and complete to the best of Seller's  
237. knowledge as of the date signed. Seller agrees that any changes in the information contained herein will be disclosed in writing  
238. by Seller to Buyer prior to Close of Escrow, including any information that may be revealed by subsequent inspections.

239. SELLER'S SIGNATURE \_\_\_\_\_ MO/DA/YR \_\_\_\_\_ SELLER'S SIGNATURE \_\_\_\_\_ MO/DA/YR \_\_\_\_\_  
Georgann Accomando Mario Accomando

240. Reviewed and updated: Initials: \_\_\_\_\_ / \_\_\_\_\_  
SELLER SELLER MO/DA/YR \_\_\_\_\_

241. **BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that the information contained herein is based only on the Seller's actual  
242. knowledge and is not a warranty of any kind. Buyer acknowledges Buyer's obligation to investigate any material (important) facts in  
243. regard to the Property. Buyer is encouraged to obtain Property inspections by professional independent third parties.

244. **NOTICE:** Buyer acknowledges that by law, Sellers, Lessors and Brokers are not obligated to disclose that the Property is or has  
245. been: (1) the site of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person  
246. exposed to HIV, diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real  
247. estate; or (3) located in the vicinity of a sex offender.

248. By signing below, Buyer acknowledges receipt only of this SPDS. If Buyer disapproves of any items provided herein, Buyer  
249. shall deliver to Seller written notice of the items disapproved as provided in the Contract.

250. BUYER'S SIGNATURE \_\_\_\_\_ MO/DA/YR \_\_\_\_\_ BUYER'S SIGNATURE \_\_\_\_\_ MO/DA/YR \_\_\_\_\_

*Kingman Golden Valley Association of Realtors*  
**EXCLUSIVE EMPLOYMENT AGREEMENT**  
Exclusive Right to Sell

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.

1. **EXCLUSIVE RIGHT:** In consideration of the acceptance by the undersigned licensed Arizona real estate Broker ["Broker"] of the terms of this Listing Contract ("Listing") and Broker's promise to endeavor to sell, rent, exchange, or option the Property described below ("Property"), I or We, as Owner(s) ("Owner"), employ and grant Broker the exclusive and irrevocable right commencing on 6/15/2022 and expiring at 11:59 p.m. on 1/31/2023, to sell, rent, exchange, or option the Property described below.

2. **PROPERTY DESCRIPTION:** The Property which Owner is listing is described as follows: ☐ Residential ☐ Commercial ☒ Vacant Land  
7875 Geronimo Rd Golden Valley Mohave  
Street Address City/Town County

T19N R19W SEC 3 SE4 NW4 CONT 40 ACRES M/L 209-19-048 (209-19-109 & 110) 1989 TAX ROLL 209-19-110  
Legal Description Assessor #

3. **LISTING PRICE:** The listing price shall be Twenty-One Thousand (\$ 21,000.00)

4. **ACCESS AND LOCKBOX.** Owner acknowledges that a lockbox and any other keys left with or available to Broker will permit access to the Premises by Broker or any other broker, with or without potential purchasers or tenants ("Prospects"), even when Owner or occupant are absent. Owner acknowledges that neither the Western Arizona Realtor Data Exchange ("WARDEX"), nor any Board or Association of REALTORS®, nor any broker is insuring Owner or occupant against theft, loss or vandalism resulting from any such access. Owner is responsible for taking such steps as may be necessary to secure and protect the Premises during any time that a lockbox is being used and obtaining appropriate insurance.

Owner Opt's Out

5. **AGENCY RELATIONSHIPS.** Owner understands that Broker is Owner's agent with respect to this listing. Owner understands that a Prospect may also wish to be represented by Broker in connection with the purchase or rental of the Premises. In the event, Broker would be serving as the agent for both Owner and the Prospect. Since Owner does not wish to limit the range of Prospects at this time, Owner agrees to work with Broker to resolve any potential agency conflicts that may arise. Owner initially authorizes Broker to cooperate with other brokers in any manner whatsoever.

6. **COMPENSATION TO BROKER.** Owner agrees to compensate Broker as follows:

- A. **RETAINER.** Broker acknowledges receipt of a non-refundable retainer fee of \_\_\_\_\_ payable to Broker for the consultation, research and other services.
- B. **COMMISSIONS.** If Broker produces a ready, willing and able purchaser or tenant in accordance with this Listing, or if a sale, rental option or exchange of the Premises is made by Owner or through any other broker, or otherwise, during the term of this Listing, for services rendered, Owner agrees to pay Broker a commission of 8 % of gross listing or selling price or ☐ other \_\_\_\_\_.
- C. **OTHER BROKERS.** Owner authorizes Broker to divide all such compensation with other brokers in any manner acceptable to Broker.
- D. **PAYMENTS FROM ESCROW OR RENT.** Owner instructs the escrow company, if any, to pay all such compensation to Broker in cash or a condition to closing or upon cancellation of the escrow, and irrevocably assigns to Broker, to the extent necessary, money payable to Owner at the closing or cancellation of escrow. Broker is authorized to deduct compensation from any rent or other monies received on behalf of Owner.
- E. **PURCHASE BY TENANT.** If during the terms of any rental of the Premises, including any renewals or holdovers, or within \_\_\_\_\_ days after its termination, any tenant, or his heirs, executors, or assigns shall buy the Premises from Owner, the sale commission described in Paragraph 6(b) shall be deemed earned by and payable to Broker.
- F. **AFTER EXPIRATION.** After the expiration of this Listing, the same commissions, as appropriate, shall be payable if a sale, rental, exchange, or option is made by Owner to any person to whom the Premises has been shown or with whom Owner or any broker has negotiated concerning the Premises during the term of this Listing, (1) within 60 days after the expiration of this Listing, unless Premises had been listed on an exclusive basis with another broker, or (2) during the pendency, including the closing, of any purchase contract or escrow relating to the Premises that was executed or opened during the term of this Listing, or (3) as contemplated by Paragraph 6(c).



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Owner's Initial's



Rev 7-1-13



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- G. FAILURE TO COMPLETE.** If completion of a sale or rental is prevented by default of Owner, or with the consent of Owner, the entire sale or rental commission, as appropriate, shall be paid to Broker by Owner. If any earnest deposit is forfeited for any other reason, Owner shall pay a brokerage fee equal to the lesser of one-half of the earnest deposit or the full amount of the commission.
- H. NO LIMITATION.** Nothing in this Listing shall be construed as limiting applicable provisions of law relating to when commissions are earned or payable.

**7. USE OF INFORMATION.** The information on the Data Entry Form and any photographs of the Premises will be provided to WARDEX to be published and disseminated, in whole or in part, in printed or electronic form, including via the Internet, to WARDEX participants and the general public, even after the cancellation or expiration of the Listing. Broker is authorized to report the sale, exchange, option or rental of the Premises, and its price, terms and financing, for dissemination through WARDEX or otherwise to authorized WARDEX participants and to the public and for use by companies engaged in selling information for various purposes, including but not limited to, appraisals or evaluations of tax assessments.

**8. ROLE OF BROKER:** Owner acknowledges that Broker is not responsible for the custody or condition of the Premises or for its management, maintenance, upkeep or repair.

**9. DOCUMENTS.** In connection with any sale or rental of the Premises, Owner consents to the use of the current AAR standard form of purchase or rental contract used by Broker and all other standard documents used by Broker and the escrow and title companies.

**10. COOPERATION BY OWNER:** Owner agrees to make available to Broker and Prospects all data, records and documents pertaining to the Premises. Owner authorized Broker, and any other broker authorized by Broker to preview and show the Premises at reasonable times and upon reasonable notice, to take and publish photographs of the Premises and to conduct virtual tours, and agrees to commit no act which might tend to obstruct Broker's performance hereunder. If the Premises are occupied by someone other than Owner, Owner will provide to Broker the occupant's written consent to cooperate in connection with the showing of the Premises. Owner shall not communicate directly with any Prospect or other broker during the term of this Listing and shall refer all Prospects and other brokers to Broker during the term hereof.

**11. INSURANCE.** Owner acknowledges that Owner's or occupant's property could be damaged or stolen or persons visiting the Premises could be injured. Owner shall be responsible for obtaining appropriate insurance to cover such possible events.

**12. SIGN.** Broker is authorized to place Broker's appropriate signs on the Premises until the later of any close of escrow by a purchaser or occupancy by a tenant.

Owner Opts Out

**13. OWNER'S OBLIGATION / WARRANTIES BY OWNER.** Owner Agrees to and warrant:

- A. CAPACITY.** Owner has the legal capacity, full power and authority to enter into this Listing, deliver marketable title to the Premises and consummate the transactions contemplated hereby on Owner's own behalf or on behalf of the party Owner represents, as appropriate.
- B. ADVERSE INFORMATION.** Owner has disclosed to Broker all material latent defects and information concerning the Premises known to Owner, including all material information relating to: Connection to a public sewer system, septic tank or other sanitation system; the existence of any tax, judgment or other type of lien/past or present infestation by or treatment for wood-destroying pests or organisms; and past or present repair of the Premises for damage resulting from wood-destroying pests or organisms or has in the past ever or currently own's 5 or more lots in any one subdivision. During the term of this Listing, Owner agrees to continue disclosing to Broker all additional information of the type required by the preceding sentence promptly after Owner becomes aware of any such information.
- C. CORRECT INFORMATION.** All information concerning the Premises in this Listing, including the Data Entry Form relating to the Premises, or otherwise provided by Owner to Broker or to any Prospect is, or will be at the time provided, and shall be at close of escrow or occupancy by a tenant, true, correct and complete. Owner agrees to notify Broker promptly if there is any material change in such information until the latest to occur of the expiration of this Listing, any close of escrow or occupancy by a tenant.
- D.** To consult with the Broker prior to the execution of an acceptance of an "Offer".
- E.** To remove all but Broker's signs from the Property and assure the Broker that no other employment of Listing agreements are in effect.
- F.** In the event of a sale, exchange, or option to furnish a good and sufficient conveyance and marketable title insured for the gross sales price by a company licensed in Arizona to issue title insurance.
- G.** To immediately refer all inquiries received or known by the Owner during the term of this Listing to the Broker, and fully cooperate with Brokers in showing the Property.
- H.** Upon Listing Broker's request, Seller agrees to complete, sign and deliver to escrow company a certificate concerning whether Seller is a foreign person or nonresident alien pursuant to the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA).
- I. UTILITIES.** During the term of this Listing, Owner shall maintain continuous service to the Premises of all utilities which are currently connected to the property.

Owner's Initial's



14. **RELIEF OF LIABILITY.** Broker is hereby relieved of any and all liability and responsibility for everything in Paragraphs 11 and 13.
15. **ATTORNEYS' FEES.** In any action or proceeding to enforce any provision of this Listing, or for damages sustained by reason of its breach, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees, as set by the court or arbitrator and not by a jury, and all other related expenses, such as expert witness fees, fees paid to investigators and court costs. Additionally, if any Broker reasonably hires an attorney to enforce the collection of any commission without commencing any action or proceeding, Owner agrees to pay such Broker's attorney's fees and costs, and Owner also agrees to pay interest at the legal rate on all commission and other amounts owed or due to Broker from the time due until paid in full.
16. **INDEMNIFICATION.** The Owner agrees to indemnify and hold Broker, the appropriate Association of REALTORS®, WARDEX and all other Brokers harmless against any and all claims, liability, damage or loss arising from any misrepresentation, breach of warranty, breach of contract or breach of a promise by Owner, any incorrect information supplied by Owner, any facts concerning the Property not disclosed by Owner, including any facts known to Owner relating to adverse conditions or latent defects and any injury, loss, or damage to persons or Property in connection with the marketing or showing of the Property, including use of lockbox.
17. **DEPOSITS.** Owner authorized brokers to accept earnest deposits on behalf of Owner and to issue receipts for such earnest deposits.
18. **RECOMMENDATIONS.** If Broker recommends a builder, contractor, escrow company, title company, pest control service, appraiser, lender, home inspection company or home warranty company or any other person or entity to Owner for any purpose, such recommendation shall be independently investigated and evaluated by Owner, who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity recommended by Broker will be based solely upon such independent investigation and evaluation. Owner understands that said contractual arrangement may result in a commission or fee to Broker.
19. **SUBSEQUENT PURCHASE OFFERS.** Broker acknowledges that Owner has the right to accept subsequent offers until the close of escrow in the case of a sale or until occupancy by a tenant in the case of a rental. Owner understands that any subsequent offers accepted by Owner must be backup offers, namely, contingent on the cancellation or other nullification of any contracts arising upon the acceptance of earlier offers. Within 72 hours (excluding weekends and postal holidays) of the execution of a purchase contract by Owner, Broker shall change the status of the Listing from "active" to "sale pending" in the Multiple Listing Service computer system unless Owner instructs Broker in writing to continue to market the Premises, in which case, the Listing will be changed from "active" to "pending continue to show".
20. **EQUAL HOUSING OPPORTUNITY.** The Premises will be presented in compliance with federal, state and local fair housing laws regulations.
21. **TIME OF ESSENCE.** Time is of the essence in the performance of the obligations contained in this Listing.
22. **COUNTERPARTS AND FACSIMILE.** This listing may be executed in any number of counterparts by the parties hereto. All counterparts so executed shall constitute one Listing binding upon all parties hereto, notwithstanding that all parties do not sign the same counterpart. An electronic copy of the Listing which indicates that the Listing was fully executed shall be treated as an original Listing.
23. **CONSTRUCTION OF LANGUAGE AND GOVERNING LAW.** The language of this Listing shall be construed according to its fair meaning and not strictly for or against either party. Words used in the masculine, feminine or neuter shall apply to either gender or the neuter, as appropriate. All singular and plural words shall be interpreted to refer to the number consistent with circumstances and context. Whenever the words "include", "including" are used in this Listing, they shall be deemed to be followed by the words "without limitation". If this Listing is used for a rental, exchange, or option instead of a sale of the Premises, all language in this Listing relating to the sale of Premises shall be construed to apply as appropriate, to a rental, exchange, or option. For example, Owner shall be deemed to be Exchanger, Optionor, or Landlord respectively. This Listing shall be governed by the laws of the State of Arizona.
24. **ADDITIONAL TERMS.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner's Initial's





25. **ENTIRE AGREEMENT.** This Listing including the Data Entry sheet, plus any attached exhibits and any addenda or supplements signed by Owner and Broker shall constitute the entire agreement between Owner and Broker and supersede any other written or oral agreements between Owner and Broker. It is the intention of the parties that this Listing shall be a legally binding contract once it has been signed by Owner and Broker even though none, or only some, of the pages have been initialed by Owner. This Listing can be modified only by a writing signed by Owner and Broker.

**THE TERMS AND CONDITIONS IN THIS LISTING PLUS ALL INFORMATION ON THE DATA ENTRY FORM ARE INCORPORATED HEREIN BY REFERENCE. COMMISSIONS PAYABLE FOR THE SALE, RENTAL OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS OR MULTIPLE LISTING SERVICE OR IN ANY MANNER OTHER THAN BY NEGOTIATION BETWEEN THE BROKER AND THE OWNER. BY SIGNING BELOW, OWNER ACKNOWLEDGES THAT HE HAS READ, UNDERSTANDS AND ACCEPTS ALL TERMS AND PROVISIONS CONTAINED HEREIN AND THAT HE HAS RECEIVED A COPY OF THIS LISTING.**

Georgann Accomando  
Print Name of Owner

Mario Accomando  
Print Name of Owner

Street

City/Town

State

Zip

Phone

Fax

annarose5853@gmail.com annarose5853@gmail.com  
Owner's e-mail address Date

Owner's Signature

Date

Owner's Signature

Date

In consideration of Owner's representations and promises in this Listing, Broker agrees to endeavor to effect a sale, rental, exchange, or option in accordance with this Listing and further agrees to provide this Listing for publication by a local Board or Association of REALTORS® and dissemination to the users of WARDEX.

KG Keller Williams Arizona Living Realt  
Firm Name (Broker)

KerriPearceRealtor@gmail.com  
Firm e-mail

928-718-6211  
Office Phone

By: Kerri Pearce  
Agent's Signature

Date

Agent's Fax

928-718-6215

Designated Broker

Lisa Elliott

Date

File No.





Arizona law requires the seller to disclose material (important) facts about the property, even if you are not asked by the buyer or a real estate agent. These disclosure obligations remain even if you and the buyer agree that no Seller's Property Disclosure Statement ("SPDS") will be provided.

The SPDS is designed to assist you, the seller, in making these legal, required disclosures and to avoid inadvertent nondisclosures of material facts. To satisfy your disclosure obligations and protect yourself against alleged nondisclosure, you should complete the SPDS by answering all questions as truthfully and as thoroughly as possible. Attach copies of any available invoices, warranties, inspection reports, and leases, to ensure that you are disclosing accurate information. Use the blank lines to explain your answers. If you do not have the personal knowledge to answer a question, it is important not to guess – use the blank lines to explain the situation.

If the buyer asks you about an aspect of the property, you have a duty to disclose the information, even if you do not consider the information material.\* You also have a legal duty to disclose facts when disclosure is necessary to prevent a previous statement from being misleading or misrepresented; for example, if something changes.

If you do not make the legal, required disclosures, you may be subject to civil liability  
Under certain circumstances, nondisclosure of a fact is the same as saying that the fact does not exist. Therefore, nondisclosure may be given the same legal effect as fraud.

If you are using the Arizona Association of REALTORS® ("AAR") Vacant Land/Lot Purchase Contract, the seller is required to deliver "a completed AAR Vacant Land/Lot SPDS form to the Buyer within five (5) days after Contract acceptance." If the Seller does not provide the SPDS as the Contract requires, the Seller is potentially in breach of the Contract, thereby enabling the Buyer to cancel the transaction and receive the earnest money deposit.

\* By law, sellers are not obligated to disclose that the property is or has been: (1) a site of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender. However, the law does not protect a seller who makes an intentional misrepresentation. For example, if you are asked whether there has been a death on the property and you know that there was such a death, you should not answer "no" or "I don't know." Instead you should either answer truthfully or respond that you are not legally required to answer the question.

# LAND/LOT SELLER'S PROPERTY SCLOSUR STATEMENT (SPDS) (To be completed by Seller)

Document updated:  
October 2021



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



## MESSAGE TO THE SELLER:

Sellers are obligated by law to disclose all known material (important) facts about the Property to the Buyer. The SPDS is designed to assist you in making these disclosures. If you know something important about the Property that is not addressed on the SPDS, add that information to the form. Prospective Buyers may rely on the information you provide.

**INSTRUCTIONS:** (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the blank lines to explain. By signing below you acknowledge that the failure to disclose known material information about the Property may result in liability.

## MESSAGE TO THE BUYER:

Although Sellers are obligated to disclose all known material (important) facts about the Property, there are likely facts about the Property that the Sellers do not know. Therefore, it is important that you take an active role in obtaining information about the Property.

**INSTRUCTIONS:** (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the SPDS. (5) Review all other applicable documents, such as CC&R's, association bylaws, rules, and the title report or commitment. (6) Obtain professional inspections of the Property. (7) Investigate the surrounding area.

THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT VERIFIED BY THE BROKER(S) OR AGENT(S).

## PROPERTY AND OWNERSHIP

1. THIS DISCLOSURE CONCERNS THE FOLLOWING REAL PROPERTY: 7875 Geronimo Rd
2. Golden Valle AZ 86413
3. COUNTY: \_\_\_\_\_ TAX PARCEL NUMBER: \_\_\_\_\_
4. ZONING: \_\_\_\_\_ DATE PURCHASED OR ACQUIRED: \_\_\_\_\_
5. How did you acquire the Property? ☐ Purchase ☐ Inheritance ☐ Foreclosure ☐ Gift ☐ Other: \_\_\_\_\_
6. LEGAL OWNER OF PROPERTY: \_\_\_\_\_
7. Is the Property located in an unincorporated area of the county? ☐ Yes ☐ No
8. If yes, and five or fewer parcels of land other than subdivided land are being transferred, the Seller must furnish the Buyer
9. with a written Affidavit of Disclosure in the form required by law.
10. To your knowledge, is the Property within a subdivision approved by the Arizona Department of Real Estate? ☐ Yes ☐ No
11. Is the legal owner(s) of the Property a Foreign Person pursuant to the Foreign Investment in Real Property
12. Tax Act (FIRPTA)? ☐ Yes ☐ No If yes, consult a tax advisor; mandatory withholding may apply
13. Does the Property include any leased land? ☐ Yes ☐ No
14. If No, skip to line 22
15. If yes, is the land: ☐ State ☐ Federal ☐ Privately owned ☐ Other: \_\_\_\_\_
16. How many acres are leased? \_\_\_\_\_
17. Expiration date of current lease? \_\_\_\_\_ (Attach a copy of the lease.)
18. Is the Property currently leased to a tenant? ☐ Yes ☐ No
19. If yes, expiration date of current lease: \_\_\_\_\_ (Attach a copy of the lease.)
20. If any refundable deposits or prepaid rents are being held, by whom and how much? Explain: \_\_\_\_\_
21. \_\_\_\_\_
22. 

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	Have you entered into any agreement to transfer your interest in the Property in any way, including lease renewals
<input type="checkbox"/>	<input type="checkbox"/>	or options to purchase? Explain: _____
<input type="checkbox"/>	<input type="checkbox"/>	To your knowledge, is the Property subject to Covenants, Conditions and Restrictions or deed restrictions?
<input type="checkbox"/>	<input type="checkbox"/>	Explain: _____

>>

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Initials >

BUYER BUYER

Page 1 of 7

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TRANSACTIONS

799

PLTFSCMOT0085

**Vacant Land/Lot Seller's Property Disclosure Statement (SPDS) >>**

**YES NO**

26. ☐ ☐ Are you aware of any association(s) governing this Property?
27. If yes, membership in the association(s) is ☐ Mandatory ☐ Voluntary
28. Association Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_
29. Association Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_
30. If yes, are there any fees? How much? \$ \_\_\_\_\_ How often? \_\_\_\_\_
31. How much? \$ \_\_\_\_\_ How often? \_\_\_\_\_
32. ☐ ☐ Are you aware of any assessments affecting this Property? (Check all that apply):
33. ☐ Association assessment ☐ Road maintenance ☐ Sewer ☐ Water ☐ Electric ☐ Other
34. If yes, the approximate balance: \$ \_\_\_\_\_
35. Are you aware of any proposed assessment(s)?
36. If yes, explain: \_\_\_\_\_
37. ☐ Are you aware of any pending or anticipated disputes or litigation regarding the Property or the association(s)?
38. Explain: \_\_\_\_\_
39. ☐ ☐ Are you aware of any of the following recorded against the Property? (Check all that apply):
40. ☐ Judgment liens ☐ Tax liens ☐ Other non-consensual liens
41. Explain: \_\_\_\_\_
42. ☐ ☐ Are you aware of any title issues affecting this Property? (Check all that apply):
43. ☐ Recorded easements ☐ Use restrictions ☐ Lot line disputes ☐ Encroachments
44. ☐ Unrecorded easements ☐ Use permits ☐ Conservation easement ☐ Other \_\_\_\_\_
45. Explain: \_\_\_\_\_
46. ☐ ☐ Are you aware of any pending or anticipated eminent domain or condemnation proceedings regarding the Property?
47. Explain: \_\_\_\_\_
48. ☐ ☐ Are you aware of any development, impact, or similar fees regarding the Property?
49. Explain: \_\_\_\_\_
50. ☐ ☐ Are you aware if the Property is located within the boundaries of a Community Facilities District (CFD)?
51. If yes, provide the name of the CFD: \_\_\_\_\_

**ACCESS**

52. There ☐ is ☐ is not...legal access to the Property, as defined in A.R.S. §11-831 ☐ unknown
53. Explain: \_\_\_\_\_
54. \_\_\_\_\_
55. There ☐ is ☐ is not...physical access to the Property ☐ unknown
56. Explain: \_\_\_\_\_
57. \_\_\_\_\_
58. There ☐ is ☐ is not...a statement from a licensed surveyor or engineer available stating whether the Property has
59. physical access that is traversable by a two-wheel drive passenger motor vehicle
60. The legal and physical access to the Property ☐ is ☐ is not...the same ☐ unknown ☐ not applicable
61. Explain: \_\_\_\_\_
62. \_\_\_\_\_
63. The road(s) ☐ is publicly maintained ☐ privately maintained ☐ not maintained ☐ not applicable. If applicable, there
64. ☐ is ☐ is not...a recorded road maintenance agreement.
65. **If the roads are not publicly maintained, it is the responsibility of the Property owner(s) to maintain the roads and roads that**
66. **are not improved to county standards and accepted for maintenance are not the county's responsibility.**

**>>**

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Initials>

BUYER BUYER

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TRANSACTIONS  
Transaction Sheet

800

PLTFSCMOT0086

Vacant Land/Lot Seller's Property Disclosure Statement (SPDS) >>

**USE**

67. What is the current use of the Property? \_\_\_\_\_
68. What prior uses of the Property are you aware of? \_\_\_\_\_

**YES NO**

69. ☐ ☐ To your knowledge, does the current use conform with current zoning?  
If no, Explain: \_\_\_\_\_
70. \_\_\_\_\_
71. ☐ ☐ Are you aware of any improvements on the Property?  
Explain: \_\_\_\_\_
72. \_\_\_\_\_
73. ☐ ☐ Are you aware of any crops being grown on the Property?  
If yes, are the crops ☐ Owner operated ☐ Tenant operated
74. \_\_\_\_\_
75. If yes, who has the right to harvest the crops and for what period of time? Explain: \_\_\_\_\_
76. \_\_\_\_\_
77. ☐ ☐ Are you aware of any livestock on the Property?  
If yes, are the livestock ☐ Owner operated ☐ Tenant operated ☐ Open range
78. \_\_\_\_\_

**UTILITIES**

79. ARE THE FOLLOWING SERVICES AVAILABLE TO THE PROPERTY?

**YES NO**

**PROVIDER**

80. ☐ ☐ Electricity: \_\_\_\_\_
81. ☐ ☐ Fuel: ☐ Natural gas ☐ Propane ☐ Oil \_\_\_\_\_
82. ☐ ☐ Cable: \_\_\_\_\_
83. ☐ ☐ Internet: \_\_\_\_\_
- ☐ Telephone: \_\_\_\_\_
- Garbage Collection: \_\_\_\_\_
- Irrigation: \_\_\_\_\_
- Are there any alternate power systems serving the Property? (If no, skip to line 99)
89. If yes, indicate type (Check all that apply)
90. ☐ Solar ☐ Wind ☐ Generator ☐ Other \_\_\_\_\_
91. ☐ ☐ Are you aware of any past or present problems with the alternate power system(s)?  
Explain: \_\_\_\_\_
92. \_\_\_\_\_
93. ☐ ☐ Are any power systems serving the Property leased?  
Explain: \_\_\_\_\_
94. \_\_\_\_\_
95. If yes, provide name and phone number of the leasing company (Attach copy of lease if available) \_\_\_\_\_
96. \_\_\_\_\_

**NOTICE TO BUYER: If the Property is served by a solar system, Buyer is advised to read all pertinent documents and review the cost, insurability, operation, and value of the system, among other items.**

**WATER**

**YES NO**

99. ☐ Is there a domestic water source to the Property?
100. If yes, water source is: ☐ Public ☐ Private water company ☐ Private well ☐ Shared well ☐ Hauled water
101. If water source is a private or shared well, or water can be used from springs, streams, lakes, ponds, reservoirs, canyons, or ravines, complete and attach the DOMESTIC WATER WELL/ WATER USE ADDENDUM.
102. \_\_\_\_\_
103. If water source is public, a private water company, or hauled water, Provider is: \_\_\_\_\_

>>

Vacant Land/Lot Seller's Property Disclosure Statement (SPDS) >>

YES NO

104. ☐ ☐ Are you aware of any past or present drinking water problems?  
 105. Explain: \_\_\_\_\_  
 106. \_\_\_\_\_  
 107. ☐ ☐ To your knowledge, is the Property in one of the following districts or areas? (Check all that apply):  
 108. ☐ Central Arizona Project (CAP) District ☐ Irrigation Non-Expansion Area ☐ Active Management Area  
 109. ☐ Central Arizona Groundwater Replenishment District ☐ Other: \_\_\_\_\_  
 110. ☐ ☐ Are you aware of any grandfathered water rights associated with the Property?  
 111. If yes, ☐ Type I ☐ Type II ☐ Irrigation  
 112. Grandfathered Water Rights Certificate # \_\_\_\_\_  
 113. What is the allotment? \_\_\_\_\_ acre feet  
 114. Number of irrigated acres \_\_\_\_\_  
 115. ☐ ☐ To your knowledge, does the Property have surface water rights? If yes, Certificate # \_\_\_\_\_  
 116. **NOTICE TO BUYER: If the Property is served by a well, private water company or a municipal water provider,**  
 117. **the Arizona Department of Water Resources may not have made a water supply determination. For more**  
 118. **information about water supply, or any of the above services, contact the provider.**

**SEWER/WASTEWATER TREATMENT**

YES NO

119. Type of sewer: ☐ Public ☐ Private ☐ Planned and approved sewer system, but not connected ☐ None  
 120. Name of Provider: \_\_\_\_\_  
 121. ☐ ☐ Is the Property served by an On-Site Wastewater Treatment Facility? (If no, skip to line 143)  
 122. If yes, the Facility is: ☐ Conventional septic system ☐ Alternative system; type: \_\_\_\_\_  
 123. \_\_\_\_\_ or;  
 124. Other: \_\_\_\_\_  
 125. **NOTICE TO BUYER: Contact the appropriate governmental or private provider regarding the availability**  
 126. **and cost of sewer connection.**  
 127. ☐ ☐ If the Facility is an alternative system, is it currently being serviced under a maintenance contract?  
 128. If yes, name of contractor: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 129. Approximate year Facility installed: \_\_\_\_\_ (Attach copy of permit)  
 130. ☐ Are you aware of any repairs or alterations made to this Facility since original installation?  
 131. Explain: \_\_\_\_\_  
 132. \_\_\_\_\_  
 133. Approximate date of last Facility inspection and/or pumping of septic tank: \_\_\_\_\_  
 134. \_\_\_\_\_  
 135. ☐ ☐ Are you aware of any past or present problems with the Facility? Explain: \_\_\_\_\_  
 136. ☐ ☐ Are you aware of any site/soil evaluation (percolation or other tests) having been performed on the Property?  
 137. If yes, when and by whom? \_\_\_\_\_  
 138. **NOTICE TO SELLER AND BUYER: The Arizona Department of Environmental Quality (ADEQ) requires a**  
 139. **pre-transfer inspection of on-site wastewater treatment facilities on re-sale properties.**

>>

140. **NOTICE TO BUYER:** Cesspools have not been approved for use in Arizona since 1976. Current Arizona  
141. Department of Environmental Quality regulations on cesspools specifically prohibit their use for sewage  
142. disposal [R18-9-A309(A)(4) and R18-5-408(D)].

**ENVIRONMENTAL INFORMATION**

YES NO

143. ☐ ☐ Are you aware of the presence of any of the following on the Property, past or present? (Check all that apply):

144. ☐ Asbestos ☐ Radon gas ☐ Mining operations ☐ Pesticides  
145. ☐ Underground storage tanks ☐ Fuel/oil/chemical disposal or storage

146. Explain: \_\_\_\_\_

147. Are you aware of the presence of any of the following in close proximity to Property, past or present? (Check all that apply):

148. ☐ Asbestos ☐ Radon gas ☐ Pesticides ☐ Underground storage tanks  
149. ☐ Fuel/oil/chemical disposal or storage ☐ Other: \_\_\_\_\_

150. Explain: \_\_\_\_\_

151. ☐ ☐ Are you aware if the Property is located within any of the following? (Check all that apply):

152. ☐ Superfund ☐ Water Quality Assurance Revolving Fund ("WQARF")  
153. ☐ Comprehensive Environmental Response Compensation and Liability Act ("CERCLA")

154. ☐ ☐ Are you aware of any environmental assessments or studies having been performed on the Property?

155. If yes, was the study a (Check all that apply): ☐ Phase I ☐ Phase II ☐ Phase III ☐ Other \_\_\_\_\_  
156. (Attach copies of the environmental assessment or study.)

157. ☐ ☐ Are you aware of any past or present issues or problems with any of the following on the Property? (Check all that apply):

158. ☐ Soil settlement/expansion ☐ Drainage/grade ☐ Erosion ☐ Fissures ☐ Other

159. Explain: \_\_\_\_\_

160. **NOTICE TO BUYER:** The Arizona Department of Real Estate provides earth fissure maps to any member  
161. of the public in printed or electronic format upon request and on its website at: [www.azre.gov](http://www.azre.gov)

162. ☐ ☐ Are you aware of any past or present issues or problems in close proximity to the Property related to any of  
163. the following? (Check all that apply):

164. ☐ Soil settlement/expansion ☐ Drainage/grade ☐ Erosion ☐ Fissures ☐ Other

165. Explain: \_\_\_\_\_

166. ☐ ☐ Are you aware if the Property is subject to any present or proposed effects of any of the following? (Check all that apply):

167. ☐ Airport noise ☐ Traffic noise ☐ Rail line noise ☐ Neighborhood noise ☐ Toxic waste disposal  
168. ☐ Odors ☐ Nuisances ☐ Sand/gravel operations ☐ Other

169. Explain: \_\_\_\_\_

170. ☐ ☐ Are you aware of any portion of the Property being situated on or in close proximity to a closed landfill?

171. Explain: \_\_\_\_\_

172. ☐ ☐ Are you aware of any conditions that make the Property subject to any of the following ordinances or regulations?

173. (Check all that apply):

174. ☐ Hillside ☐ Erosion control ☐ Native plant/animal species preservation ☐ Natural area open space requirements  
175. ☐ Wetlands area ☐ Critical habitat

176. ☐ Are you aware if the Property is located in the vicinity of an airport (military, public, or private)?

177. Explain: \_\_\_\_\_

>>

**Vacant Land/Lot Seller's Property Disclosure Statement (SPDS) >>**

178. **NOTICE TO SELLER AND BUYER:** Pursuant to Arizona Law a Seller shall provide a written disclosure to the  
 179. Buyer if the Property is located in territory in the vicinity of a military airport or ancillary military facility as  
 180. delineated on a map prepared by the State Land Department. The Department of Real Estate also is obligated  
 181. to record a document at the County Recorder's Office disclosing if the property is under restricted air space  
 182. and to maintain the State Land Department Military Airport Map on its website at: [www.azre.gov](http://www.azre.gov).

**YES NO**

183. ☐ ☐ Are you aware if any portion of the Property is in a flood way or flood plain?

184. Explain: \_\_\_\_\_

185. ☐ ☐ Are you aware of any portion of the Property ever having been flooded?

186. Explain: \_\_\_\_\_

187. **NOTICE TO BUYER:** Your mortgage lender [may] [will] require you to purchase flood insurance in connection  
 188. with your purchase of this property. The National Flood Insurance Program provides for the availability of flood  
 189. insurance and establishes flood insurance policy premiums based on the risk of flooding in the area where  
 190. properties are located. Changes to federal law (The Biggert-Waters Flood Insurance Reform Act of 2012 and the  
 191. Homeowner Flood Insurance Affordability Act of 2014, in particular) will result in changes to flood insurance  
 192. premiums that are likely to be higher, and in the future may be substantially higher, than premiums paid for  
 193. flood insurance prior to or at the time of sale of the property. As a result, purchasers of property should not rely  
 194. on the premiums paid for flood insurance on this property previously as an indication of the premiums that will  
 195. apply after completion of the purchase. In considering purchase of this property you should consult with one or  
 196. more carriers of flood insurance for a better understanding of flood insurance coverage, current and anticipated  
 197. future flood insurance premiums, whether the prior owner's policy may be assumed by a subsequent purchaser  
 198. of the property, and other matters related to the purchase of flood insurance for the property. For more information  
 199. about flood insurance as it relates to this property, you may also wish to contact the Federal Emergency  
 200. Management Agency (FEMA) at: <https://www.fema.gov/national-flood-insurance-program>.

**MISCELLANEOUS**

**YES NO**

☐ ☐ Are you aware of any survey of the Property by a licensed surveyor having been performed? If yes, when and  
 by whom? \_\_\_\_\_ (Attach surveyor's plat map)

☐ If yes, is the survey recorded?

☐ ☐ Are you aware of any archeological features or artifacts on the Property?

Explain: \_\_\_\_\_

☐ ☐ Are you aware of any archeological study having been performed on the Property?

☐ Are you aware of any endangered species on the Property? Explain: \_\_\_\_\_

209. \_\_\_\_\_  
 210. ☐ ☐ Are you aware of any endangered species studies having been performed on the Property? If yes, when and  
 211. by whom? \_\_\_\_\_

212. ☐ ☐ Are you aware of any mineral rights that transfer with the title? If yes, explain:

213. \_\_\_\_\_

214. ☐ ☐ Are you aware of any open mine shafts/tunnels, abandoned wells, or other hazards on the Property?

215. If yes, describe location: \_\_\_\_\_

216. \_\_\_\_\_

217. (Illustrate location on plat map, if attached.)



Vacant Land/Lot Seller's Property Disclosure Statement (SPDS) >>

**ADDITIONAL EXPLANATIONS**

YES NO

218. ☐ Is there any other information concerning the Property that might affect the decision of a buyer to buy, or affect  
219. the value of the Property, or affect the Property's use by a buyer? Explain \_\_\_\_\_

220. \_\_\_\_\_  
221. \_\_\_\_\_  
222. \_\_\_\_\_  
223. \_\_\_\_\_  
224. \_\_\_\_\_  
225. \_\_\_\_\_  
226. \_\_\_\_\_  
227. \_\_\_\_\_  
228. \_\_\_\_\_  
229. \_\_\_\_\_  
230. \_\_\_\_\_  
231. \_\_\_\_\_  
232. \_\_\_\_\_  
233. \_\_\_\_\_  
234. \_\_\_\_\_  
235. \_\_\_\_\_

236. **SELLER CERTIFICATION:** Seller certifies that the information contained herein is true and complete to the best of Seller's  
237. knowledge as of the date signed. Seller agrees that any changes in the information contained herein will be disclosed in writing  
238. by Seller to Buyer prior to Close of Escrow, including any information that may be revealed by subsequent inspections.

239. \_\_\_\_\_  
SELLER'S SIGNATURE MO/DA/YR SELLER'S SIGNATURE MO/DA/YR  
Georgann Accomando Mario Accomando

240. **Reviewed and updated:** Initials: \_\_\_\_\_  
SELLER / SELLER MO/DA/YR

241. **BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that the information contained herein is based only on the Seller's actual  
242. knowledge and is not a warranty of any kind. Buyer acknowledges Buyer's obligation to investigate any material (important) facts in  
243. regard to the Property. Buyer is encouraged to obtain Property inspections by professional independent third parties.

244. **NOTICE:** Buyer acknowledges that by law, Sellers, Lessors and Brokers are not obligated to disclose that the Property is or has  
245. been: (1) the site of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person  
246. exposed to HIV, diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real  
247. estate; or (3) located in the vicinity of a sex offender.

248. **By signing below, Buyer acknowledges receipt only of this SPDS. If Buyer disapproves of any items provided herein, Buyer**  
249. **shall deliver to Seller written notice of the items disapproved as provided in the Contract.**

250. \_\_\_\_\_  
BUYER'S SIGNATURE MO/DA/YR BUYER'S SIGNATURE MO/DA/YR

**Kingman Golden Valley Association of Realtors**  
**EXCLUSIVE EMPLOYMENT AGREEMENT**  
Exclusive Right to Sell

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.

1. **EXCLUSIVE RIGHT:** In consideration of the acceptance by the undersigned licensed Arizona real estate Broker ("Broker") of the terms of this Listing Contract ("Listing") and Broker's promise to endeavor to sell, rent, exchange, or option the Property described below ("Property"), I or We, as Owner(s) ("Owner"), employ and grant Broker the exclusive and irrevocable right commencing on 6/15/2022 and expiring at 11:59 p.m. on 1-31-2023, to sell, rent, exchange, or option the Property described below.

2. **PROPERTY DESCRIPTION:** The Property which Owner is listing is described as follows: ☐ Residential ☐ Commercial ☒ Vacant Land  
0000 Hw 68 Golden Valle Mohave  
Street Address City/Town County

ROADWAY EASEMENT MAP 5/20/1976 76-14573 T21N R19W SEC 10 THAT POR TION OF PARCEL 269 LYING SLY OF TH 306-43-005B  
Legal Description Assessor #

3. **LISTING PRICE:** The listing price shall be One Hundred Thirty-Five Thousand (\$ 135,000.00 ).

4. **ACCESS AND LOCKBOX.** Owner acknowledges that a lockbox and any other keys left with or available to Broker will permit access to the Premises by Broker or any other broker, with or without potential purchasers or tenants ("Prospects"), even when Owner or occupant are absent. Owner acknowledges that neither the Western Arizona Realtor Data Exchange ("WARDEX"), nor any Board or Association of REALTORS®, nor any broker is insuring Owner or occupant against theft, loss or vandalism resulting from any such access. Owner is responsible for taking such steps as may be necessary to secure and protect the Premises during any time that a lockbox is being used and obtaining appropriate insurance.

Owner Opt's Out

5. **AGENCY RELATIONSHIPS.** Owner understands that Broker is Owner's agent with respect to this listing. Owner understands that a Prospect may also wish to be represented by Broker in connection with the purchase or rental of the Premises. In the event, Broker would be serving as the agent for both Owner and the Prospect. Since Owner does not wish to limit the range of Prospects at this time, Owner agrees to work with Broker to resolve any potential agency conflicts that may arise. Owner initially authorizes Broker to cooperate with other brokers in any manner whatsoever.

6. **COMPENSATION TO BROKER.** Owner agrees to compensate Broker as follows:

A. **RETAINER.** Broker acknowledges receipt of a non-refundable retainer fee of \_\_\_\_\_ payable to Broker for the consultation, research and other services.

B. **COMMISSIONS.** If Broker produces a ready, willing and able purchaser or tenant in accordance with this Listing, or if a sale, rental, option or exchange of the Premises is made by Owner or through any other broker, or otherwise, during the term of this Listing, for services rendered, Owner agrees to pay Broker a commission of 8 % of gross listing or selling price or ☐ other \_\_\_\_\_.

C. **OTHER BROKERS.** Owner authorizes Broker to divide all such compensation with other brokers in any manner acceptable to Broker.

D. **PAYMENTS FROM ESCROW OR RENT.** Owner instructs the escrow company, if any, to pay all such compensation to Broker in cash as a condition to closing or upon cancellation of the escrow, and irrevocably assigns to Broker, to the extent necessary, money payable to Owner at the closing or cancellation of escrow. Broker is authorized to deduct compensation from any rent or other monies received on behalf of Owner.

E. **PURCHASE BY TENANT.** If during the terms of any rental of the Premises, including any renewals or holdovers, or within \_\_\_\_\_ days after its termination, any tenant, or his heirs, executors, or assigns shall buy the Premises from Owner, the sale commission described in Paragraph 6(b) shall be deemed earned by and payable to Broker.

F. **AFTER EXPIRATION.** After the expiration of this Listing, the same commissions, as appropriate, shall be payable if a sale, rental, exchange, or option is made by Owner to any person to whom the Premises has been shown or with whom Owner or any broker has negotiated concerning the Premises during the term of this Listing, (1) within 60 days after the expiration of this Listing, unless Premises had been listed on an exclusive basis with another broker, or (2) during the pendency, including the closing, of any purchase contract or escrow relating to the Premises that was executed or opened during the term of this Listing, or (3) as contemplated by Paragraph 6 (c).



Page 1 of 4



- G. FAILURE TO COMPLETE.** If completion of a sale or rental is prevented by default of Owner, or with the consent of Owner, the entire sale or rental commission, as appropriate, shall be paid to Broker by Owner. If any earnest deposit is forfeited for any other reason, Owner shall pay a brokerage fee equal to the lesser of one-half of the earnest deposit or the full amount of the commission.
- H. NO LIMITATION.** Nothing in this Listing shall be construed as limiting applicable provisions of law relating to when commissions are earned or payable.

**7. USE OF INFORMATION.** The information on the Data Entry Form and any photographs of the Premises will be provided to WARDEX to be published and disseminated, in whole or in part, in printed or electronic form, including via the Internet, to WARDEX participants and the general public, even after the cancellation or expiration of the Listing. Broker is authorized to report the sale, exchange, option or rental of the Premises, and its price, terms and financing, for dissemination through WARDEX or otherwise to authorized WARDEX participants and to the public and for use by companies engaged in selling information for various purposes, including but not limited to, appraisals or evaluations of tax assessments.

**8. ROLE OF BROKER:** Owner acknowledges that Broker is not responsible for the custody or condition of the Premises or for its management, maintenance, upkeep or repair.

**9. DOCUMENTS.** In connection with any sale or rental of the Premises, Owner consents to the use of the current AAR standard form of purchase or rental contract used by Broker and all other standard documents used by Broker and the escrow and title companies.

**10. COOPERATION BY OWNER:** Owner agrees to make available to Broker and Prospects all data, records and documents pertaining to the Premises. Owner authorized Broker, and any other broker authorized by Broker to preview and show the Premises at reasonable times and upon reasonable notice, to take and publish photographs of the Premises and to conduct virtual tours, and agrees to commit no act which might tend to obstruct Broker's performance hereunder. If the Premises are occupied by someone other than Owner, Owner will provide to Broker the occupant's written consent to cooperate in connection with the showing of the Premises. Owner shall not communicate directly with any Prospect or other broker during the term of this Listing and shall refer all Prospects and other brokers to Broker during the term hereof.

**11. INSURANCE.** Owner acknowledges that Owner's or occupant's property could be damaged or stolen or persons visiting the Premises could be injured. Owner shall be responsible for obtaining appropriate insurance to cover such possible events.

**12. SIGN.** Broker is authorized to place Broker's appropriate signs on the Premises until the later of any close of escrow by a purchaser or occupancy by a tenant.

\_\_\_\_ Owner Opts Out

**13. OWNER'S OBLIGATION / WARRANTIES BY OWNER.** Owner Agrees to and warrant:

- A. CAPACITY.** Owner has the legal capacity, full power and authority to enter into this Listing, deliver marketable title to the Premises and consummate the transactions contemplated hereby on Owner's own behalf or on behalf of the party Owner represents, as appropriate.
- B. ADVERSE INFORMATION.** Owner has disclosed to Broker all material latent defects and information concerning the Premises known to Owner, including all material information relating to: Connection to a public sewer system, septic tank or other sanitation system; the existence of any tax, judgment or other type of lien/past or present infestation by or treatment for wood-destroying pests or organisms; and past or present repair of the Premises for damage resulting from wood-destroying pests or organisms or has in the past ever or currently own's 5 or more lots in any one subdivision. During the term of this Listing, Owner agrees to continue disclosing to Broker all additional information of the type required by the preceding sentence promptly after Owner becomes aware of any such information.
- C. CORRECT INFORMATION.** All information concerning the Premises in this Listing, including the Data Entry Form relating to the Premises, or otherwise provided by Owner to Broker or to any Prospect is, or will be at the time provided, and shall be at close of escrow or occupancy by a tenant, true, correct and complete. Owner agrees to notify Broker promptly if there is any material change in such information until the latest to occur of the expiration of this Listing, any close of escrow or occupancy by a tenant.
- D.** To consult with the Broker prior to the execution of an acceptance of an "Offer".
- E.** To remove all but Broker's signs from the Property and assure the Broker that no other employment of Listing agreements are in effect.
- F.** In the event of a sale, exchange, or option to furnish a good and sufficient conveyance and marketable title insured for the gross sales price by a company licensed in Arizona to issue title insurance.
- G.** To immediately refer all inquiries received or known by the Owner during the term of this Listing to the Broker, and fully cooperate with Brokers in showing the Property.
- H.** Upon Listing Broker's request, Seller agrees to complete, sign and deliver to escrow company a certificate concerning whether Seller is a foreign person or nonresident alien pursuant to the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA).
- I. UTILITIES.** During the term of this Listing, Owner shall maintain continuous service to the Premises of all utilities which are currently connected to the property.

Owner's Initial's



14. **RELIEF OF LIABILITY.** Broker is hereby relieved of any and all liability and responsibility for everything in Paragraphs 11 and 13.
15. **ATTORNEYS' FEES.** In any action or proceeding to enforce any provision of this Listing, or for damages sustained by reason of its breach, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees, as set by the court or arbitrator and not by a jury, and all other related expenses, such as expert witness fees, fees paid to investigators and court costs. Additionally, if any Broker reasonably hires an attorney to enforce the collection of any commission without commencing any action or proceeding, Owner agrees to pay such Broker's attorney's fees and costs, and Owner also agrees to pay interest at the legal rate on all commission and other amounts owed or due to Broker from the time due until paid in full.
16. **INDEMNIFICATION.** The Owner agrees to indemnify and hold Broker, the appropriate Association of REALTORS®, WARDEX and all other Brokers harmless against any and all claims, liability, damage or loss arising from any misrepresentation, breach of warranty, breach of contract or breach of a promise by Owner, any incorrect information supplied by Owner, any facts concerning the Property not disclosed by Owner, including any facts known to Owner relating to adverse conditions or latent defects and any injury, loss, or damage to persons or Property in connection with the marketing or showing of the Property, including use of lockbox.
17. **DEPOSITS.** Owner authorized brokers to accept earnest deposits on behalf of Owner and to issue receipts for such earnest deposits.
18. **RECOMMENDATIONS.** If Broker recommends a builder, contractor, escrow company, title company, pest control service, appraiser, lender, home inspection company or home warranty company or any other person or entity to Owner for any purpose, such recommendation shall be independently investigated and evaluated by Owner, who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity recommended by Broker will be based solely upon such independent investigation and evaluation. Owner understands that said contractual arrangement may result in a commission or fee to Broker.
19. **SUBSEQUENT PURCHASE OFFERS.** Broker acknowledges that Owner has the right to accept subsequent offers until the close of escrow in the case of a sale or until occupancy by a tenant in the case of a rental. Owner understands that any subsequent offers accepted by Owner must be backup offers, namely, contingent on the cancellation or other nullification of any contracts arising upon the acceptance of earlier offers. Within 72 hours (excluding weekends and postal holidays) of the execution of a purchase contract by Owner, Broker shall change the status of the Listing from "active" to "sale pending" in the Multiple Listing Service computer system unless Owner instructs Broker in writing to continue to market the Premises, in which case, the Listing will be changed from "active" to "pending continue to show".
20. **EQUAL HOUSING OPPORTUNITY.** The Premises will be presented in compliance with federal, state and local fair housing laws and regulations.
21. **TIME OF ESSENCE.** Time is of the essence in the performance of the obligations contained in this Listing.
22. **COUNTERPARTS AND FACSIMILE.** This listing may be executed in any number of counterparts by the parties hereto. All counterparts so executed shall constitute one Listing binding upon all parties hereto, notwithstanding that all parties do not sign the same counterpart. An electronic copy of the Listing which indicates that the Listing was fully executed shall be treated as an original Listing.
23. **CONSTRUCTION OF LANGUAGE AND GOVERNING LAW.** The language of this Listing shall be construed according to its fair meaning and not strictly for or against either party. Words used in the masculine, feminine or neuter shall apply to either gender or the neuter, as appropriate. All singular and plural words shall be interpreted to refer to the number consistent with circumstances and context. Whenever the words "include", "including" are used in this Listing, they shall be deemed to be followed by the words "without limitation". If this Listing is used for a rental, exchange, or option instead of a sale of the Premises, all language in this Listing relating to the sale of Premises shall be construed to apply as appropriate, to a rental, exchange, or option. For example, Owner shall be deemed to be Exchanger, Optionor, or Landlord respectively. This Listing shall be governed by the laws of the State of Arizona.
24. **ADDITIONAL TERMS.**
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Owner's Initial's



25. **ENTIRE AGREEMENT.** This Listing including the Data Entry sheet, plus any attached exhibits and any addenda or supplements signed by Owner and Broker shall constitute the entire agreement between Owner and Broker and supersede any other written or oral agreements between Owner and Broker. It is the intention of the parties that this Listing shall be a legally binding contract once it has been signed by Owner and Broker even though none, or only some, of the pages have been initialed by Owner. This Listing can be modified only by a writing signed by Owner and Broker.

THE TERMS AND CONDITIONS IN THIS LISTING PLUS ALL INFORMATION ON THE DATA ENTRY FORM ARE INCORPORATED HEREIN BY REFERENCE. COMMISSIONS PAYABLE FOR THE SALE, RENTAL OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS OR MULTIPLE LISTING SERVICE OR IN ANY MANNER OTHER THAN BY NEGOTIATION BETWEEN THE BROKER AND THE OWNER. BY SIGNING BELOW, OWNER ACKNOWLEDGES THAT HE HAS READ, UNDERSTANDS AND ACCEPTS ALL TERMS AND PROVISIONS CONTAINED HEREIN AND THAT HE HAS RECEIVED A COPY OF THIS LISTING.

<u>Georgann Accomando</u>		<u>Mario Accomando</u>	
Print Name of Owner		Print Name of Owner	
_____ Street		_____ City/Town	
_____ Phone		_____ State Zip	
_____ Fax		_____ annarose5853@gmail.com annarose5853@gmail.com	
_____ Owner's Signature		_____ Owner's e-mail address	
_____ Date		_____ Date	

In consideration of Owner's representations and promises in this Listing, Broker agrees to endeavor to effect a sale, rental, exchange, or option in accordance with this Listing and further agrees to provide this Listing for publication by a local Board or Association of REALTORS® and dissemination to the users of WARDEX.

<u>KG Keller Williams Arizona Living Realty</u>		<u>KerriPearceRealtor@gmail.com</u>		<u>928-718-6211</u>	
Firm Name (Broker)		Firm e-mail		Office Phone	
By: _____		_____		<u>928-718-6215</u>	
Agent's Signature		Date		Agent's Fax	
<u>Kerri Pearce</u>		_____		_____	
Designated Broker		_____		_____	
_____		<u>Lisa Elliott</u>		Date	
File No.		_____			





Arizona law requires the seller to disclose material (important) facts about the property, even if you are not asked by the buyer or a real estate agent. These disclosure obligations remain even if you and the buyer agree that no Seller's Property Disclosure Statement ("SPDS") will be provided.

The SPDS is designed to assist you the seller in making these legally required disclosures and to avoid inadvertent nondisclosures of material facts. To satisfy your disclosure obligations and protect yourself against alleged nondisclosure, you should complete the SPDS by answering all questions as truthfully and as thoroughly as possible. Attach copies of any available invoices, warranties, inspection reports, and leases, to ensure that you are disclosing accurate information. Use the blank lines to explain your answers. If you do not have the personal knowledge to answer a question, it is important not to guess -- use the blank lines to explain the situation.

If the buyer asks you about an aspect of the property, you have a duty to disclose the information, even if you do not consider the information material.\* You also have a legal duty to disclose facts when disclosure is necessary to prevent a previous statement from being misleading or misrepresented; for example, if something changes.

If you do not make the legally required disclosures, you may be subject to civil liability. Under certain circumstances, nondisclosure of a fact is the same as saying that the fact does not exist. Therefore, nondisclosure may be given the same legal effect as fraud.

If you are using the Arizona Association of REALTORS® ("AAR") Vacant Land/Lot Purchase Contract, the seller is required to deliver "a completed AAR Vacant Land/Lot SPDS form to the Buyer within five (5) days after Contract acceptance." If the Seller does not provide the SPDS as the Contract requires, the Seller is potentially in breach of the Contract, thereby enabling the Buyer to cancel the transaction and receive the earnest money deposit.

\* By law, sellers are not obligated to disclose that the property is or has been: (1) a site of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender. However, the law does not protect a seller who makes an intentional misrepresentation. For example, if you are asked whether there has been a death on the property and you know that there was such a death, you should not answer "no" or "I don't know." Instead you should either answer truthfully or respond that you are not legally required to answer the question.

# VACANT LAND/LOT SELLER'S PROPERTY DISCLOSURE STATEMENT (SPDS) (To be completed by Seller)

Document updated:  
October 2021



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



## MESSAGE TO THE SELLER:

Sellers are obligated by law to disclose all known material (important) facts about the Property to the Buyer. The SPDS is designed to assist you in making these disclosures. If you know something important about the Property that is not addressed on the SPDS, add that information to the form. Prospective Buyers may rely on the information you provide.

**INSTRUCTIONS:** (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the blank lines to explain. By signing below you acknowledge that the failure to disclose known material information about the Property may result in liability.

## MESSAGE TO THE BUYER:

Although Sellers are obligated to disclose all known material (important) facts about the Property, there are likely facts about the Property that the Sellers do not know. Therefore, it is important that you take an active role in obtaining information about the Property.

**INSTRUCTIONS:** (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the SPDS. (5) Review all other applicable documents, such as CC&R's, association bylaws, rules, and the title report or commitment. (6) Obtain professional inspections of the Property. (7) Investigate the surrounding area.

**THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT VERIFIED BY THE BROKER(S) OR AGENT(S).**

## PROPERTY AND OWNERSHIP

- 1 THIS DISCLOSURE CONCERNS THE FOLLOWING REAL PROPERTY: 0000 Hwy 68
- 2 Golden Valley AZ 86413
- 3 COUNTY: \_\_\_\_\_ TAX PARCEL NUMBER: \_\_\_\_\_
- 4 ZONING: \_\_\_\_\_ DATE PURCHASED OR ACQUIRED: \_\_\_\_\_
- 5 How did you acquire the Property? ☐ Purchase ☐ Inheritance ☐ Foreclosure ☐ Gift ☐ Other: \_\_\_\_\_
- 6 LEGAL OWNER OF PROPERTY: \_\_\_\_\_
- 7 Is the Property located in an unincorporated area of the county? ☐ Yes ☐ No
- 8 If yes, and five or fewer parcels of land other than subdivided land are being transferred, the Seller must furnish the Buyer
- 9 with a written Affidavit of Disclosure in the form required by law.
- 10 To your knowledge, is the Property within a subdivision approved by the Arizona Department of Real Estate? ☐ Yes ☐ No
- 11 Is the legal owner(s) of the Property a Foreign Person pursuant to the Foreign Investment in Real Property
- 12 Tax Act (FIRPTA)? ☐ Yes ☐ No If yes, consult a tax advisor; mandatory withholding may apply.
- 13 Does the Property include any leased land? ☐ Yes ☐ No
- 14 If No, skip to line 22
- 15 If yes, is the land: ☐ State ☐ Federal ☐ Privately owned ☐ Other: \_\_\_\_\_
- 16 How many acres are leased? \_\_\_\_\_
- 17 Expiration date of current lease? \_\_\_\_\_ (Attach a copy of the lease.)
- 18 Is the Property currently leased to a tenant? ☐ Yes ☐ No
- 19 If yes, expiration date of current lease: \_\_\_\_\_ (Attach a copy of the lease.)
- 20 If any refundable deposits or prepaid rents are being held, by whom and how much? Explain: \_\_\_\_\_
- 21 \_\_\_\_\_

YES NO

- 22 ☐ ☐ Have you entered into any agreement to transfer your interest in the Property in any way, including lease renewals
- 23 or options to purchase? Explain: \_\_\_\_\_
- 24 To your knowledge, is the Property subject to Covenants, Conditions and Restrictions or deed restrictions?
- 25 Explain: \_\_\_\_\_

>>

Vacant Land/Lot Seller's Property Disclosure Statement (SPDS) • October 2021  
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Initials > \_\_\_\_\_

BUYER BUYER

Vacant Land/Lot Seller's Property Disclosure Statement (SPDS) >>

YES NO

26. ☐ Are you aware of any association(s) governing this Property?
27. If yes, membership in the association(s) is ☐ Mandatory ☐ Voluntary
28. Association Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_
29. Association Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_
30. If yes, are there any fees? How much? \$ \_\_\_\_\_ How often? \_\_\_\_\_
31. How much? \$ \_\_\_\_\_ How often? \_\_\_\_\_
32. ☐ Are you aware of any assessments affecting this Property? (Check all that apply):
33. ☐ Association assessment ☐ Road maintenance ☐ Sewer ☐ Water ☐ Electric ☐ Other \_\_\_\_\_
34. If yes, the approximate balance: \$ \_\_\_\_\_
35. ☐ Are you aware of any proposed assessment(s)?
36. If yes, explain: \_\_\_\_\_
37. ☐ Are you aware of any pending or anticipated disputes or litigation regarding the Property or the association(s)?
38. Explain: \_\_\_\_\_
39. ☐ Are you aware of any of the following recorded against the Property? (Check all that apply):
40. ☐ Judgment liens ☐ Tax liens ☐ Other non-consensual liens
41. Explain: \_\_\_\_\_
42. ☐ Are you aware of any title issues affecting this Property? (Check all that apply):
43. ☐ Recorded easements ☐ Use restrictions ☐ Lot line disputes ☐ Encroachments
44. ☐ Unrecorded easements ☐ Use permits ☐ Conservation easement ☐ Other \_\_\_\_\_
45. Explain: \_\_\_\_\_
46. ☐ Are you aware of any pending or anticipated eminent domain or condemnation proceedings regarding the Property?
47. Explain: \_\_\_\_\_
48. ☐ Are you aware of any development, impact, or similar fees regarding the Property?
49. Explain: \_\_\_\_\_
50. ☐ Are you aware if the Property is located within the boundaries of a Community Facilities District (CFD)?
51. If yes, provide the name of the CFD: \_\_\_\_\_

**ACCESS**

52. There ☐ is ☐ is not...legal access to the Property, as defined in A.R.S. §11-831 ☐ unknown
53. Explain: \_\_\_\_\_
54. \_\_\_\_\_
55. There ☐ is ☐ is not...physical access to the Property ☐ unknown
56. Explain: \_\_\_\_\_
57. \_\_\_\_\_
58. There ☐ is ☐ is not...a statement from a licensed surveyor or engineer available stating whether the Property has physical access that is traversable by a two-wheel drive passenger motor vehicle
60. The legal and physical access to the Property ☐ is ☐ is not...the same ☐ unknown ☐ not applicable
61. Explain: \_\_\_\_\_
62. \_\_\_\_\_
63. The road(s) ☐ is publicly maintained ☐ privately maintained ☐ not maintained ☐ not applicable. If applicable, there
64. ☐ is ☐ is not...a recorded road maintenance agreement.
65. If the roads are not publicly maintained, it is the responsibility of the Property owner(s) to maintain the roads and roads that
66. are not improved to county standards and accepted for maintenance are not the county's responsibility.

>>

Vacant Land/Lot Seller's Property Disclosure Statement (SPDS) • October 2021  
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Initials>

☐ BUYER ☐ BUYER

Page 2 of 7

This contract is for use by Karri Pearce of KG Keller Williams Arizona Living Realty and their phone number 928-718-6211

TRANSACTIONS  
REAL ESTATE

812

PLTFSCMOT0098



**Vacant Land/Lot Seller's Property Disclosure Statement (SPDS) >>**

**USE**

67. What is the current use of the Property? \_\_\_\_\_

68. What prior uses of the Property are you aware of? \_\_\_\_\_

**YES NO**

69. ☐ ☐ To your knowledge, does the current use conform with current zoning?

70. If no, Explain: \_\_\_\_\_

71. ☐ ☐ Are you aware of any improvements on the Property?

72. Explain: \_\_\_\_\_

73. ☐ ☐ Are you aware of any crops being grown on the Property?

74. If yes, are the crops ☐ Owner operated ☐ Tenant operated

75. If yes, who has the right to harvest the crops and for what period of time? Explain: \_\_\_\_\_

76. \_\_\_\_\_

77. ☐ ☐ Are you aware of any livestock on the Property?

78. If yes, are the livestock ☐ Owner operated ☐ Tenant operated ☐ Open range

**UTILITIES**

79. **ARE THE FOLLOWING SERVICES AVAILABLE TO THE PROPERTY?**

**YES NO**

**PROVIDER**

80. ☐ ☐ Electricity: \_\_\_\_\_

81. ☐ ☐ Fuel: ☐ Natural gas ☐ Propane ☐ Oil \_\_\_\_\_

82. ☐ ☐ Cable: \_\_\_\_\_

83. ☐ ☐ Internet: \_\_\_\_\_

84. ☐ ☐ Telephone: \_\_\_\_\_

85. ☐ ☐ Garbage Collection: \_\_\_\_\_

86. ☐ ☐ Fire: \_\_\_\_\_

87. ☐ ☐ Irrigation: \_\_\_\_\_

88. ☐ ☐ Are there any alternate power systems serving the Property? (If no, skip to line 99)

89. If yes, indicate type (Check all that apply)

90. ☐ Solar ☐ Wind ☐ Generator ☐ Other \_\_\_\_\_

91. ☐ ☐ Are you aware of any past or present problems with the alternate power system(s)?

92. Explain: \_\_\_\_\_

93. ☐ ☐ Are any power systems serving the Property leased?

94. Explain: \_\_\_\_\_

95. If yes, provide name and phone number of the leasing company (Attach copy of lease if available) \_\_\_\_\_

96. \_\_\_\_\_

97. **NOTICE TO BUYER: If the Property is served by a solar system, Buyer is advised to read all pertinent documents and review the cost, insurability, operation, and value of the system, among other items.**

98. \_\_\_\_\_

**WATER**

**YES NO**

99. ☐ ☐ Is there a domestic water source to the Property?

100. If yes, water source is: ☐ Public ☐ Private water company ☐ Private well ☐ Shared well ☐ Hauled water

101. If water source is a private or shared well, or water can be used from springs, streams, lakes, ponds, reservoirs, canyons, or ravines, complete and attach the DOMESTIC WATER WELL/ WATER USE ADDENDUM.

102. If water source is public, a private water company, or hauled water, Provider is: \_\_\_\_\_

103. \_\_\_\_\_

>>

Vacant Land/Lot Seller's Property Disclosure Statement (SPDS) >>

YES NO

104. ☐ ☐ Are you aware of any past or present drinking water problems?

105. Explain: \_\_\_\_\_

106. \_\_\_\_\_

107. ☐ ☐ To your knowledge, is the Property in one of the following districts or areas? (Check all that apply):

108. ☐ Central Arizona Project (CAP) District ☐ Irrigation Non-Expansion Area ☐ Active Management Area

109. ☐ Central Arizona Groundwater Replenishment District ☐ Other: \_\_\_\_\_

110. ☐ ☐ Are you aware of any grandfathered water rights associated with the Property?

111. If yes, ☐ Type I ☐ Type II ☐ Irrigation

112. Grandfathered Water Rights Certificate # \_\_\_\_\_

113. What is the allotment? \_\_\_\_\_ acre feet

114. Number of irrigated acres \_\_\_\_\_

115. ☐ ☐ To your knowledge, does the Property have surface water rights? If yes, Certificate # \_\_\_\_\_

116. **NOTICE TO BUYER: If the Property is served by a well, private water company or a municipal water provider,**  
117. **the Arizona Department of Water Resources may not have made a water supply determination. For more**  
118. **information about water supply, or any of the above services, contact the provider.**

**SEWER/WASTEWATER TREATMENT**

YES NO

119. Type of sewer: ☐ Public ☐ Private ☐ Planned and approved sewer system, but not connected ☐ None

120. Name of Provider: \_\_\_\_\_

121. ☐ ☐ Is the Property served by an On-Site Wastewater Treatment Facility? (If no, skip to line 143)

122. If yes, the Facility is: ☐ Conventional septic system ☐ Alternative system; type: \_\_\_\_\_

123. \_\_\_\_\_ or;

124. Other: \_\_\_\_\_

125. **NOTICE TO BUYER: Contact the appropriate governmental or private provider regarding the availability**  
126. **and cost of sewer connection.**

127. ☐ ☐ If the Facility is an alternative system, is it currently being serviced under a maintenance contract?

128. If yes, name of contractor: \_\_\_\_\_ Phone #: \_\_\_\_\_

129. Approximate year Facility installed: \_\_\_\_\_ (Attach copy of permit)

130. ☐ Are you aware of any repairs or alterations made to this Facility since original installation?

131. Explain: \_\_\_\_\_

132. \_\_\_\_\_

133. Approximate date of last Facility inspection and/or pumping of septic tank: \_\_\_\_\_

134. \_\_\_\_\_

135. ☐ ☐ Are you aware of any past or present problems with the Facility? Explain: \_\_\_\_\_

136. ☐ ☐ Are you aware of any site/soil evaluation (percolation or other tests) having been performed on the Property?

137. If yes, when and by whom? \_\_\_\_\_

138. **NOTICE TO SELLER AND BUYER: The Arizona Department of Environmental Quality (ADEQ) requires a**  
139. **pre-transfer inspection of on-site wastewater treatment facilities on re-sale properties.**

>>

Vacant Land/Lot Seller's Property Disclosure Statement (SPDS) >>

140. **NOTICE TO BUYER:** Cesspools have not been approved for use in Arizona since 1976. Current Arizona  
141. Department of Environmental Quality regulations on cesspools specifically prohibit their use for sewage  
142. disposal [R18-9-A309(A)(4) and R18-5-408(D)].

**ENVIRONMENTAL INFORMATION**

YES NO

143. ☐ Are you aware of the presence of any of the following on the Property, past or present? (Check all that apply):

144. ☐ Asbestos ☐ Radon gas ☐ Mining operations ☐ Pesticides  
145. ☐ Underground storage tanks ☐ Fuel/oil/chemical disposal or storage

146. Explain: \_\_\_\_\_

147. ☐ Are you aware of the presence of any of the following in close proximity to Property, past or present? (Check all that apply):

148. ☐ Asbestos ☐ Radon gas ☐ Pesticides ☐ Underground storage tanks  
149. ☐ Fuel/oil/chemical disposal or storage ☐ Other: \_\_\_\_\_

150. Explain: \_\_\_\_\_

151. ☐ Are you aware if the Property is located within any of the following? (Check all that apply):

152. ☐ Superfund ☐ Water Quality Assurance Revolving Fund ("WQARF")  
153. ☐ Comprehensive Environmental Response Compensation and Liability Act ("CERCLA")

154. ☐ Are you aware of any environmental assessments or studies having been performed on the Property?

155. If yes, was the study a (Check all that apply): ☐ Phase I ☐ Phase II ☐ Phase III ☐ Other \_\_\_\_\_

156. (Attach copies of the environmental assessment or study.)

157. ☐ Are you aware of any past or present issues or problems with any of the following on the Property? (Check all that apply):

158. ☐ Soil settlement/expansion ☐ Drainage/grade ☐ Erosion ☐ Fissures ☐ Other \_\_\_\_\_

159. Explain: \_\_\_\_\_

160. **NOTICE TO BUYER:** The Arizona Department of Real Estate provides earth fissure maps to any member  
161. of the public in printed or electronic format upon request and on its website at: [www.azre.gov](http://www.azre.gov)

162. ☐ Are you aware of any past or present issues or problems in close proximity to the Property related to any of  
163. the following? (Check all that apply):

164. ☐ Soil settlement/expansion ☐ Drainage/grade ☐ Erosion ☐ Fissures ☐ Other \_\_\_\_\_

165. Explain: \_\_\_\_\_

166. ☐ Are you aware if the Property is subject to any present or proposed effects of any of the following? (Check all that apply):

167. ☐ Airport noise ☐ Traffic noise ☐ Rail line noise ☐ Neighborhood noise ☐ Toxic waste disposal  
168. ☐ Odors ☐ Nuisances ☐ Sand/gravel operations ☐ Other \_\_\_\_\_

169. Explain: \_\_\_\_\_

170. ☐ Are you aware of any portion of the Property being situated on or in close proximity to a closed landfill?

171. Explain: \_\_\_\_\_

172. ☐ Are you aware of any conditions that make the Property subject to any of the following ordinances or regulations?

173. (Check all that apply):

174. ☐ Hillside ☐ Erosion control ☐ Native plant/animal species preservation ☐ Natural area open space requirements  
175. ☐ Wetlands area ☐ Critical habitat

176. ☐ Are you aware if the Property is located in the vicinity of an airport (military, public, or private)?

177. Explain: \_\_\_\_\_

178. **NOTICE TO SELLER AND BUYER:** Pursuant to Arizona Law a Seller shall provide a written disclosure to the  
 179. Buyer if the Property is located in territory in the vicinity of a military airport or ancillary military facility as  
 180. delineated on a map prepared by the State Land Department. The Department of Real Estate also is obligated  
 181. to record a document at the County Recorder's Office disclosing if the property is under restricted air space  
 182. and to maintain the State Land Department Military Airport Map on its website at: [www.azre.gov](http://www.azre.gov).

YES NO  
 183. ☐ ☐ Are you aware if any portion of the Property is in a flood way or flood plain?  
 184. Explain: \_\_\_\_\_  
 185. ☐ ☐ Are you aware of any portion of the Property ever having been flooded?  
 186. Explain: \_\_\_\_\_

187. **NOTICE TO BUYER:** Your mortgage lender [may] [will] require you to purchase flood insurance in connection  
 188. with your purchase of this property. The National Flood Insurance Program provides for the availability of flood  
 189. insurance and establishes flood insurance policy premiums based on the risk of flooding in the area where  
 190. properties are located. Changes to federal law (The Biggert-Waters Flood Insurance Reform Act of 2012 and the  
 191. Homeowner Flood Insurance Affordability Act of 2014, in particular) will result in changes to flood insurance  
 192. premiums that are likely to be higher, and in the future may be substantially higher, than premiums paid for  
 193. flood insurance prior to or at the time of sale of the property. As a result, purchasers of property should not rely  
 194. on the premiums paid for flood insurance on this property previously as an indication of the premiums that will  
 195. apply after completion of the purchase. In considering purchase of this property you should consult with one or  
 196. more carriers of flood insurance for a better understanding of flood insurance coverage, current and anticipated  
 197. future flood insurance premiums, whether the prior owner's policy may be assumed by a subsequent purchaser  
 198. of the property, and other matters related to the purchase of flood insurance for the property. For more information  
 199. about flood insurance as it relates to this property, you may also wish to contact the Federal Emergency  
 200. Management Agency (FEMA) at: <https://www.fema.gov/national-flood-insurance-program>.

# MISCELLANEOUS

YES NO  
 201. ☐ ☐ Are you aware of any survey of the Property by a licensed surveyor having been performed? If yes, when and  
 202. by whom? \_\_\_\_\_ (Attach surveyor's plat map)  
 203. ☐ ☐ If yes, is the survey recorded?  
 204. ☐ ☐ Are you aware of any archeological features or artifacts on the Property?  
 205. Explain: \_\_\_\_\_  
 206. ☐ ☐ Are you aware of any archeological study having been performed on the Property?  
 207. If yes, when and by whom? \_\_\_\_\_  
 208. ☐ ☐ Are you aware of any endangered species on the Property? Explain: \_\_\_\_\_  
 209. \_\_\_\_\_  
 210. ☐ ☐ Are you aware of any endangered species studies having been performed on the Property? If yes, when and  
 211. by whom? \_\_\_\_\_  
 212. ☐ ☐ Are you aware of any mineral rights that transfer with the title? If yes, explain: \_\_\_\_\_  
 213. \_\_\_\_\_  
 214. ☐ ☐ Are you aware of any open mine shafts/tunnels, abandoned wells, or other hazards on the Property?  
 215. If yes, describe location: \_\_\_\_\_  
 216. \_\_\_\_\_  
 217. (Illustrate location on plat map, if attached.)

**ADDITIONAL EXPLANATIONS**

YES NO

218. ☐ ☐ Is there any other information concerning the Property that might affect the decision of a buyer to buy, or affect  
219. the value of the Property, or affect the Property's use by a buyer? Explain:

220. \_\_\_\_\_

221. \_\_\_\_\_

222. \_\_\_\_\_

223. \_\_\_\_\_

224. \_\_\_\_\_

225. \_\_\_\_\_

226. \_\_\_\_\_

227. \_\_\_\_\_

228. \_\_\_\_\_

229. \_\_\_\_\_

230. \_\_\_\_\_

231. \_\_\_\_\_

232. \_\_\_\_\_

233. \_\_\_\_\_

234. \_\_\_\_\_

235. \_\_\_\_\_

236. **SELLER CERTIFICATION:** Seller certifies that the information contained herein is true and complete to the best of Seller's  
237. knowledge as of the date signed. Seller agrees that any changes in the information contained herein will be disclosed in writing  
238. by Seller to Buyer prior to Close of Escrow, including any information that may be revealed by subsequent inspections.

239. SELLER'S SIGNATURE \_\_\_\_\_ MO/DA/YR SELLER'S SIGNATURE \_\_\_\_\_ MO/DA/YR  
Georgann Accomando Mario Accomando

240. Reviewed and updated: Initials: \_\_\_\_\_ / \_\_\_\_\_ MO/DA/YR  
SELLER SELLER

241. **BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that the information contained herein is based only on the Seller's actual  
242. knowledge and is not a warranty of any kind. Buyer acknowledges Buyer's obligation to investigate any material (important) facts in  
243. regard to the Property. Buyer is encouraged to obtain Property inspections by professional independent third parties.

244. **NOTICE:** Buyer acknowledges that by law, Sellers, Lessors and Brokers are not obligated to disclose that the Property is or has  
245. been: (1) the site of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person  
246. exposed to HIV, diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real  
247. estate; or (3) located in the vicinity of a sex offender.

248. By signing below, Buyer acknowledges receipt only of this SPDS. If Buyer disapproves of any items provided herein, Buyer  
249. shall deliver to Seller written notice of the items disapproved as provided in the Contract.

250. BUYER'S SIGNATURE \_\_\_\_\_ MO/DA/YR BUYER'S SIGNATURE \_\_\_\_\_ MO/DA/YR

# REAL ESTATE AGENCY DISCLOSURE AND ELECTION

Document updated:  
January 2009

*The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.*



1. Firm Name ("Broker") KG Keller Williams Arizona Living Realty  
 2. Acting through Kerri Pearce hereby makes the following disclosure.  
 LICENSEE'S NAME

## DISCLOSURE

3. Before a Seller or Landlord (hereinafter referred to as "Seller") or a Buyer or Tenant (hereinafter referred to as "Buyer") enters into a discussion with a real estate broker or licensee affiliated with a broker, the Seller and the Buyer should understand what type of agency relationship or representation they will have with the broker in the transaction.
4. **I. Buyer's Broker:** A broker other than the Seller's broker can agree with the Buyer to act as the broker for the Buyer. In these situations, the Buyer's broker is not representing the Seller, even if the Buyer's broker is receiving compensation for services rendered, either in full or in part, from the Seller or through the Seller's broker:
5. a) A Buyer's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Buyer.
6. b) Other potential Buyers represented by broker may consider, make offers on, or acquire an interest in the same or similar properties as Buyer is seeking.
7. **II. Seller's Broker:** A broker under a listing agreement with the Seller acts as the broker for the Seller only:
8. a) A Seller's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Seller.
9. b) Other potential Sellers represented by broker may list properties that are similar to the property that Seller is selling.
10. **III. Broker Representing both Seller and Buyer (Limited Representation):** A broker, either acting directly or through one or more licensees within the same brokerage firm, can legally represent both the Seller and the Buyer in a transaction, but only with the knowledge and informed consent of both the Seller and the Buyer. In these situations, the Broker, acting through its licensee(s), represents both the Buyer and the Seller, with limitations of the duties owed to the Buyer and the Seller:
11. a) The broker will not, without written authorization, disclose to the other party that the Seller will accept a price or terms other than stated in the listing or that the Buyer will accept a price or terms other than offered.
12. b) There will be conflicts in the duties of loyalty, obedience, disclosure and confidentiality. Disclosure of confidential information may be made only with written authorization.
13. Regardless of who the Broker represents in the transaction, the Broker shall exercise reasonable skill and care in the performance of the Broker's duties and shall be truthful and honest to both the Buyer and Seller and shall disclose all known facts which materially and adversely affect the consideration to be paid by any party. Pursuant to A.R.S. §32-2155, Sellers, Lessors and Brokers are not obligated to disclose that a property is or has been: (1) the site of a natural death, suicide, homicide, or any crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender. Sellers or Sellers' representatives may not treat the existence, terms, or conditions of offers as confidential unless there is a confidentiality agreement between the parties.
14. **THE DUTIES OF THE BROKER IN A REAL ESTATE TRANSACTION DO NOT RELIEVE THE SELLER OR THE BUYER FROM THE RESPONSIBILITY TO PROTECT THEIR OWN INTERESTS. THE SELLER AND THE BUYER SHOULD CAREFULLY READ ALL AGREEMENTS TO ENSURE THAT THE DOCUMENTS ADEQUATELY EXPRESS THEIR UNDERSTANDING OF THE TRANSACTION.**

## ELECTION

15. **Buyer or Tenant Election** (Complete this section only if you are the Buyer.) The undersigned elects to have the Broker (check any that apply):
16. ☐ represent the Buyer as Buyer's Broker.
17. ☐ represent the Seller as Seller's Broker.
18. ☐ show Buyer properties listed with Broker's firm and Buyer agrees that Broker shall act as agent for both Buyer and Seller provided that the Seller consents to limited representation in the event of a purchase. Buyer's and Seller's informed consent should be acknowledged in a separate writing other than the purchase contract.
19. **Seller or Landlord Election** (Complete this section only if you are the Seller.) The undersigned elects to have the Broker (check any that apply):
20. ☒ represent the Buyer as Buyer's Broker.
21. ☒ represent the Seller as Seller's Broker.
22. ☒ show Seller's property to Buyers represented by Broker's firm and Seller agrees that Broker shall act as agent for both Seller and Buyer provided that Buyer consents to the limited representation. In the event of a purchase, Buyer's and Seller's informed consent should be acknowledged in a separate writing other than the purchase contract.

23. The undersigned ☐ Buyer(s) or ☒ Seller(s) acknowledge that this document is a disclosure of duties. This document is not an employment agreement.

24. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.

25. Georgann Accomando

Mario Accomando

\* PRINT NAME

\* PRINT NAME

26.

\* SIGNED

MO/DAY/YR \* SIGNED

MO/DAY/YR

Real Estate Agency Disclosure and Election - Updated: January 2009 - Copyright © 2009 Arizona Association of REALTORS®. All rights reserved.

## WIRE FRAUD ADVISORY

Criminals are targeting social media and email to steal information. This is particularly common in real estate transactions because sensitive data, including social security numbers, bank account numbers, and wire instructions are often sent by electronic means. We do not want you to be the next victim of wire fraud. Money wired to a fraudulent account is stolen money that typically cannot be recovered. Additionally, there is generally no insurance for this loss. You may never get the money back.

### PROTECT YOURSELF

#### **DO NOT TRUST EMAILS CONTAINING WIRE INSTRUCTIONS**

- If you receive an email containing wire transfer instructions, immediately call your escrow officer to ensure the validity of the instructions.

#### **DO NOT TRUST EMAILS SEEKING PERSONAL/FINANCIAL INFORMATION**

- If you receive an email requesting personal/financial information or asking you to download, click on a link, send, and/or do anything that may seem unusual to you, call your escrow officer immediately prior to acting on the suspicious email to verify the validity of the email.

#### **TRUST YOUR SOURCE OF INFORMATION**

- Never direct, accept or allow anyone in the transaction to consent to receiving transfer instructions without a direct personal telephone call to the individual allegedly providing the instructions.
- It is imperative that this call be made to a number obtained in person from the individual or through other reliable means, not from a number provided in the email or the wiring instructions.

### ONLINE RESOURCES:

There are many online sources that can provide useful information regarding similar topics including, but not limited to, the following sites:

The Federal Bureau of Investigation @ <http://www.fbi.gov/scams-and-safety>

The Internet Crime Complaint Center @ [www.ic3.gov](http://www.ic3.gov)

The National White Collar Crime Center @ <http://www.nw3c.org/services/research/cyber-crime-links>

On Guard Online @ [www.onguardonline.gov](http://www.onguardonline.gov)

Consumer Financial Protection Bureau (CFPB) @ <https://www.consumerfinance.gov/about-us/blog/mortgage-closing-scams-how-protect-yourself-and-your-closing-funds/>

### VERIFY AND NOTIFY

Before you wire funds to any party (including your lawyer, title agent, mortgage broker, or real estate agent) personally meet them or call a verified telephone number (not the telephone number in the email) to confirm before you act!

Immediately notify your banking institution and Settlement/Title Company if you are a victim of wire fraud.

The undersigned acknowledges receipt of this Wire Fraud Advisory.

Georgann Accomando  
Name

Mario Accomando  
Name

Signature

Date

Signature

Date



1 ASTA

2  
3  
4  
5  
6 **IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE**  
7 **STATE OF NEVADA IN AND FOR**  
8 **THE COUNTY OF CLARK**  
9

10 GEORGANN ROSE ACCOMANDO,

11 Plaintiff(s),

12 vs.

13 MARIO ACCOMANDO,

14 Defendant(s),  
15

Case No: D-21-628915-D

Dept No: M

16  
17 **CASE APPEAL STATEMENT**  
18

19 1. Appellant(s): Mario Accomando

20 2. Judge: Amy M. Mastin

21 3. Appellant(s): Mario Accomando

22 Counsel:

23 Mario Accomando  
24 8546 Procyon St.  
Las Vegas, NV 8 9139

25 4. Respondent (s): Georgann Rose Accomando

26 Counsel:

27 Maria L. Milano, Esq.  
28 3365 Pepper Ln., Ste 102  
Las Vegas, NV 89120



1 5. Appellant(s)'s Attorney Licensed in Nevada: N/A  
2 Permission Granted: N/A

3 Respondent(s)'s Attorney Licensed in Nevada: Yes  
4 Permission Granted: N/A

5 6. Has Appellant Ever Been Represented by Appointed Counsel In District Court: No

6 7. Appellant Represented by Appointed Counsel On Appeal: N/A

7 8. Appellant Granted Leave to Proceed in Forma Pauperis\*\*: N/A  
8 *\*\*Expires 1 year from date filed*  
9 Appellant Filed Application to Proceed in Forma Pauperis: No  
Date Application(s) filed: N/A

10 9. Date Commenced in District Court: June 11, 2021

11 10. Brief Description of the Nature of the Action: DOMESTIC - Marriage Dissolution

12 Type of Judgment or Order Being Appealed: Divorce Decree

13 11. Previous Appeal: Yes

14 Supreme Court Docket Number(s): 83716, 84097, 84415

15 12. Case involves Child Custody and/or Visitation: Custody  
16 Appeal involves Child Custody and/or Visitation: Custody

17 13. Possibility of Settlement: Unknown

18 Dated This 31 day of August 2022.

19 Steven D. Grierson, Clerk of the Court

20  
21 /s/ Heather Ungermann  
22 Heather Ungermann, Deputy Clerk  
23 200 Lewis Ave  
24 PO Box 551601  
25 Las Vegas, Nevada 89155-1601  
26 (702) 671-0512

27 cc: Mario Accomando  
28

DISTRICT COURT  
CLARK COUNTY, NEVADA  
\*\*\*\*

Electronically Filed  
9/6/2022 1:06 PM  
Steven D. Grierson  
CLERK OF THE COURT



Georgann Rose Accomando, Plaintiff  
vs.  
Mario Accomando, Defendant.

Case No.: D-21-628915-D  
Department M

**NOTICE OF HEARING**

Please be advised that the Plaintiff's Motion for An Order to Show Cause Regarding Contempt and the Imposition of Sanctions for Defendant's Failure to Comply with Terms of Decree of Divorce in the above-entitled matter is set for hearing as follows:

**Date:** October 13, 2022  
**Time:** 10:30 AM  
**Location:** Courtroom 04  
Family Courts and Services Center  
601 N. Pecos Road  
Las Vegas, NV 89101

**NOTE: Under NEFCR 9(d), if a party is not receiving electronic service through the Eighth Judicial District Court Electronic Filing System, the movant requesting a hearing must serve this notice on the party by traditional means.**

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Cecilia Dixon  
Deputy Clerk of the Court

**CERTIFICATE OF SERVICE**

I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion Rules a copy of this Notice of Hearing was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.

By: /s/ Cecilia Dixon  
Deputy Clerk of the Court



1 NOTC  
2 MARIA L. MILANO, ESQ.  
3 Nevada Bar No. 7121  
4 REZA ATHARI & ASSOCIATES  
5 A Multi-jurisdictional Law Firm  
6 3655 Pepper Lane, Suite 102  
7 Las Vegas, Nevada 89120  
8 Tel: (702)727-7777  
9 Fax: (702)458-8508  
10 Email: [mariamilano@atharilaw.com](mailto:mariamilano@atharilaw.com)  
11 Attorney for Plaintiff,  
12 GEORGANN ROSE ACCOMANDO

13 DISTRICT COURT, FAMILY DIVISION

14 CLARK COUNTY, NEVADA

15	GEORGANN ROSE ACCOMANDO,	)	
16		)	
17	Plaintiff,	)	
18		)	
19	vs.	)	CASE NO: D-21-628915-D
20		)	DEPT NO: M
21	MARIO ACCOMANDO,	)	
22		)	
23	Defendant.	)	
24		)	
25		)	

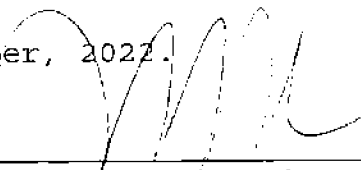
26 NOTICE OF ORDER FOR THE DEBTOR'S MOTION

27 ON THE VOLUNTARY DISMISSAL OF CHAPTER 13 CASE

28 PLEASE TAKE NOTICE that an Order for Debtor's Motion on the  
29 Voluntary Dismissal of Chapter 13 Case was Granted in case no. BK-22-  
30 12097-ABL of the United States Bankruptcy Court of the District of  
31 Nevada and was entered on September 1, 2022, a true and correct copy  
32 is attached hereto.

33 DATED this 6 day of September, 2022.

34 By:

35   
36 MARIA L. MILANO, Esq.  
37 Nevada Bar # 7121  
38 REZA ATHARI & ASSOCIATES, PLLC  
39 A Multi-Jurisdictional Firm  
40 3365 Pepper Lane, Suite #102  
41 Las Vegas, NV 89120  
42 Attorney for Plaintiff  
43 GEORGANN ACCOMANDO

1 CERTIFICATE OF SERVICE

2 I declare under penalty of perjury that I am over the age of  
3 eighteen (18) years, and I am not a party to, nor interested in,  
4 this action. On the \_\_\_\_th day of September, 2022, I served a true  
5 and correct copy of NOTICE OF ORDER FOR THE DEBTOR'S MOTION  
6 ON THE VOLUNTARY DISMISSAL OF CHAPTER 13 CASE was sent to the party  
7 listed below via electronic service through the Eighth Judicial  
8 District Court's Odyssey E-File and Serve System, as follows:

9  
10 Mario Accomando  
11 8546 Procyon St.  
12 Las Vegas, Nevada 89139  
ninaa1948@yahoo.com  
Defendant in Proper Person

13   
Employee of Reza Athari & Associates  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Honorable August B. Landis  
United States Bankruptcy Judge



Entered on Docket  
September 01, 2022

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address. FOR COURT USE ONLY

Mario Accomando dba MGN Trust  
3546 Procyon Avenue  
Las Vegas, NV. 89139  
(773) 308-5041  
mlnaa1948@yahoo.com

☒ Individual appearing without attorney  
☐ Attorney for:

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA

In re:

MARIO ACCOMANDO dba MGN TRUST

Debtor(s).

CASE NO.: 22-12097-abl  
CHAPTER 13

ORDER FOR THE DEBTOR'S MOTION ON THE  
VOLUNTARY DISMISSAL OF CHAPTER 13 CASE

[No Hearing Required]

1. ☒ Debtor's motion for an ORDER to voluntarily dismiss the above-entitled bankruptcy case pursuant to 11 U.S.C. 1307(b) and LBR 3015-1(q)(1) is GRANTED

OR

- ☐ Debtor's motion for an ORDER to voluntarily dismiss the above-entitled bankruptcy case pursuant to 11 U.S.C. 1307(b) and LBR 3015-1(q)(1) is DENIED

2. ☐ Debtor's motion to STAY the bankruptcy case pending the Debtor's appeal in the Nevada Supreme Court is GRANTED. A status check hearing of the appeal will be held in \_\_\_\_ days on the \_\_\_\_ day of \_\_\_\_ 2022 at \_\_\_\_ ( ) AM ( ) PM. At which time the Court will determine to further extend it's case or dismiss in the interest of justice.

3. IT IS ORDERED AS STATED ABOVE on this \_\_\_\_ day of \_\_\_\_\_, 2022 .

\_\_\_\_\_  
Honorable August B. Landis  
United States Bankruptcy Judge

*Steven D. Grierson*

1 MARIA L. MILANO, ESQ.  
Nevada Bar #8064  
2 REZA ATHARI & ASSOCIATES, PLLC  
3365 Pepper Ln., Suite 102  
3 Las Vegas, NV 89120  
Tel: (702) 727-7777 Fax: (702) 458-8508  
4 mariamilano@atharilaw.com  
Attorney for Plaintiff,  
5 GEORGANN ROSE ACCOMMANDO

6 DISTRICT COURT, FAMILY DIVISION

7 CLARK COUNTY, NEVADA

8 GEORGANN ROSE ACCOMMANDO,  
9 Plaintiff,

) CASE NO.: D-21-628915-D  
) DEPT. NO.: M  
)

10 vs.

11 MARIO ACCOMMANDO,  
12 Defendant

CERTIFICATE OF SERVICE

13 I HEREBY CERTIFY that, in accordance with Rule 5(b) of the  
14 Nevada Rules of Civil Procedure, on this 6th day of September, 2022  
15 I served a true and correct copy of PLAINTIFF'S MOTION FOR AN ORDER  
16 TO SHOW CAUSE REGARDING CONTEMPT AND THE IMPOSITION OF SANCTIONS  
17 FOR DEFENDANT'S FAILURE TO COMPLY WITH TERMS OF DECREE OF DIVORCE  
18 and NOTICE OF HEARING addressed to the following:

19 ☐ Via US Mail by placing said document in a sealed envelope,  
20 with postage prepaid (N.R.C.P. 5(b))  
21 x Via Electronic Filing (N.E.F.R. 9(b))  
X Via Electronic Service (N.E.F.R. 9)

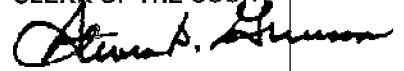
22 Mario Accomando  
8546 S. Procyon St.  
23 Las Vegas, Nevada 89139  
24 [ninaa1948@yahoo.com](mailto:ninaa1948@yahoo.com)  
Defendant in Proper Person

25  
26 An Employee of REZA ATHARI & ASSOCIATES  
27  
28

DISTRICT COURT  
CLARK COUNTY, NEVADA

\*\*\*\*

Electronically Filed  
9/6/2022 1:06 PM  
Steven D. Grierson  
CLERK OF THE COURT



Georgann Rose Accomando, Plaintiff Case No.: D-21-628915-D  
vs.  
Mario Accomando, Defendant. Department M

**NOTICE OF HEARING**

Please be advised that the Plaintiff's Motion for An Order to Show Cause Regarding Contempt and the Imposition of Sanctions for Defendant's Failure to Comply with Terms of Decree of Divorce in the above-entitled matter is set for hearing as follows:

**Date:** October 13, 2022  
**Time:** 10:30 AM  
**Location:** Courtroom 04  
Family Courts and Services Center  
601 N. Pecos Road  
Las Vegas, NV 89101

**NOTE:** Under NEFCR 9(d), if a party is not receiving electronic service through the Eighth Judicial District Court Electronic Filing System, the movant requesting a hearing must serve this notice on the party by traditional means.

STEVEN D. GRIERSON, CEO/Clerk of the Court


By: /s/ Cecilia Dixon  
Deputy Clerk of the Court

**CERTIFICATE OF SERVICE**

I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion Rules a copy of this Notice of Hearing was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.

By: /s/ Cecilia Dixon  
Deputy Clerk of the Court





1 MOT  
2 MARIA L. MILANO, ESQ.  
3 Nevada Bar # 7121  
4 REZA ATHARI & ASSOCIATES, PLLC  
5 3365 Pepper Ln., Suite 102  
6 Las Vegas, NV 89120  
7 Tel: (702) 727-7777 Fax: (702) 458-8508  
8 mariamilano@atharilaw.com  
9 Attorney for Plaintiff,  
10 GEORGANN ACCOMANDO

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

GEORGANN ACCOMANDO,

Plaintiff,

vs.

MARIO ACCOMANDO,

Defendant,

)  
) CASE NO.: D-21-628915-D  
) DEPT. NO.: M  
)  
)  
) HEARING DATE:  
) HEARING TIME:  
)  
)  
) ORAL ARGUMENT REQUESTED  
)

PLAINTIFF'S MOTION FOR AN ORDER TO SHOW CAUSE REGARDING CONTEMPT  
AND THE IMPOSITION OF SANCTIONS FOR DEFENDANT'S FAILURE TO COMPLY  
WITH TERMS OF DECREE OF DIVORCE

NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK  
OF THE COURT AND TO PROVIDE THE UNDERSIGNED WITH A COPY OF YOUR RESPONSE WITHIN  
FOURTEEN (14) DAYS OF THE RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN  
RESPONSE WITH THE CLERK OF COURT WITHIN FOURTEEN (14) DAYS OF YOUR RECEIPT OF THIS  
MOTION MAY RESULT IN THE REQUEST FOR RELIEF BEING GRANTED BY THE COURT WITHOUT A  
HEARING PRIOR TO THE SCHEDULED HEARING DATE.

COMES NOW, Plaintiff, GEORGANN ACCOMANDO, by and through  
her attorney of record, MARIA L. MILANO, ESQ., of REZA ATHARI &  
ASSOCIATES and hereby submits the present Motion and Notice of  
Motion for an Order to Show Cause Regarding Contempt and the  
Imposition of Sanctions For Defendant's Failure to Comply with the  
Terms of the Decree of Divorce. Specifically, Plaintiff hereby  
moves this Court to enter its orders granting the following

1 relief:

2 1. That Defendant be found in contempt of the terms of the  
3 Decree of Divorce;

4 2. That sanctions be imposed against the Defendant for his  
5 failure to comply with the terms of the Decree of Divorce;

6 3. That Plaintiff be awarded exclusive possession of the Procyon  
7 Street address so that she may prepare and maintain it for sale;

8 4. That appropriate law enforcement be ordered to remove the  
9 Defendant from the Procyon Street address should he not voluntarily leave  
10 the premises;

11 5. That Plaintiff be allowed to change the locks on the Procyon  
12 Street address for her own safety;

13 6. That the Court issue an order for Chase Bank to transfer one  
14 half of the proceeds that were on deposit on March 7, 2022 into  
15 Plaintiff's bank account without the consent of the Defendant.

16 7. That NRCP 70 be applied so that all listing, sale and  
17 conveyance documents for the real properties ordered sold and transferred  
18 be signed by the Clerk of the Court in place of the Defendant;

19 8. For an award of attorney's fees and costs;

20 9. For such other relief the Court deems just and proper.

21 This Motion is made and based upon EDCR 3.60, the papers and  
22 pleadings on file herein, the Points and Authorities submitted herewith  
23 as well as any Affidavits attached hereto, and any oral argument of  
24


25 /////

26 /////

1 counsel allowed at the time of the hearing of this matter.

2 DATED this 29 day of August, 2022.

3 REZA ATHARI & ASSOCIATES

4   
5 MARIA L. MILANO, ESQ.  
6 Nevada Bar No. 7121  
7 3365 Pepper Lane, Suite 102  
8 Las Vegas, Nevada 89120  
9 Attorney for Plaintiff,  
10 GEORGANN ACCOMANDO


11 **NOTICE OF MOTION**

12 **TO: ALL INTERESTED PARTIES;**

13 **PLEASE TAKE NOTICE** that the Plaintiff will bring the foregoing  
14 Motion for hearing on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, at the hour  
15 of \_\_\_\_\_ .m. or as soon thereafter as the matter can be  
16 heard before Department M in the Family Court of the Eighth  
17 Judicial District Court, Clark County, Nevada.

18 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

19 REZA ATHARI & ASSOCIATES

20   
21 BY: \_\_\_\_\_

22 MARIA L. MILANO, ESQ.  
23 Nevada Bar No. 7121  
24 3365 Pepper Lane, Suite 102  
25 Las Vegas, Nevada 89120  
26 Tel: 702-727-7777  
27 Fax: 702-458-8508  
28 Email: mariamilano@atharilaw.com  
Attorneys for Plaintiff,  
GEORGANN ACCOMANDO



1 of all rental income received on the Lame Horse Drive property for  
2 the past two years;

3       6. Defendant was to cooperate in effectuating the sale  
4 of all real property, specifically eight (8) parcels  
5 of land held in Arizona and the Procyon Street property, and the  
6 transfer of ownership of the Lame Horse Drive property;

7       Defendant has done none of the above, in spite of being  
8 contacted by Plaintiff's counsel numerous times requesting this  
9 information and urging him to comply with the Court's order.  
10

11       Defendant has made it clear that he does not intend to comply  
12 with the Court's orders, which is a course of behavior he has  
13 exhibited throughout this litigation. He has advised Plaintiff  
14 that she will never take his property and that he will never leave  
15 the Procyon address. He has also made threats to Plaintiff's life  
16 through third parties.

17       Defendant refuses to allow real estate agents onto the Procyon  
18 property, and will not allow showings. He has made it clear that  
19 he will not cooperate to sign either listing or sale documents that  
20 were mailed to him on July 6, 2022.  
21

22       In light of the Plaintiff's dire financial situation wherein  
23 her only source of income is Social Security in the amount of  
24 \$537.00, it is imperative that the Court implement what may be  
25 perceived as drastic measures to insure its Orders are implemented.

26       Specifically, Plaintiff requests that she be awarded exclusive  
27

1 possession of the Procyon address for the purposes of preparing it  
2 for sale, and maintaining it in such a manner as to maximize the  
3 value and sale price of the home.

4 As Defendant has stated he will never leave the property, it  
5 may be necessary for law enforcement to be utilized, if necessary,  
6 to remove Mr. Accomando from the property and that Mrs. Accomando  
7 be allowed to change the locks on said property to maintain her  
8 safety.  
9

10 Additionally, as the Defendant refuses to execute any of the  
11 documents necessary for the listing, sale and transfer of ownership  
12 of the real properties set forth in the Parties Decree of Divorce,  
13 Plaintiff requests that the Court apply NRCP 70 so that the Clerk  
14 of the Court may execute those documents in the Defendant's stead.

15 Additionally, as the Defendant refuses to transfer half of the  
16 assets in the Chase Bank Account held in Nina's name as ordered by  
17 the Court, Plaintiff asks that the Court issue an order for Chase  
18 Bank to transfer said amount without the Defendant's consent.  
19

20 Therefore, in light of the Defendant's failure to comply with  
21 any of the terms of the Decree of Divorce, the Plaintiff asks that  
22 the Defendant be held in contempt, and that sanctions be imposed  
23 against him.

## 24 II

### 25 LEGAL ARGUMENT

26 A. Defendant Should be Held in Contempt as He has Failed to  
27 Comply with any of the terms of the Parties' Decree of Divorce  
28

1       The refusal to obey a lawful order issued by the court is an  
2 act of contempt. NRS 22.010(3). The facts of contempt must be  
3 presented to the court through an affidavit. NRS 22.030(2). A  
4 person found guilty of contempt may be fined up to \$500 for each  
5 act of contempt, may be imprisoned for up to 25 days, or both. A  
6 person found guilty of contempt may also be required  
7 to pay the reasonable expenses, including attorney's fees, of the  
8 person seeking to enforce the order. NRS 22.100.

9  
10       In the present case, the Defendant has a long history of  
11 refusing to comply with Nevada law and the Court's orders in this  
12 case. The Defendant's history of contempt continues as he has not  
13 complied with one term of the Parties' Decree of Divorce.

14       Even something as simple as providing the Plaintiff with a  
15 copy of the March, 2022 Chase Bank statement demonstrating the  
16 amount of money on deposit in said account he has refused to do.  
17 Plaintiff was forced to subpoena those records which showed that on  
18 March 7, 2022 said account contained, \$66,988.35. (**Please see Chase**  
19 **Bank Account statement for the month of March, 2022 filed as**  
20 **Exhibit 1 by separate index**). Needless to say, Defendant has also  
21 not transferred half of that amount into the Plaintiff's account.

22  
23       Defendant has additionally failed to provide proof that he has  
24 placed the Plaintiff's name on Nina's tuition account, he has  
25 failed to sign listing documents and a Quit Claim Deed transferring  
26 ownership of the Lane Horse Drive property to the Plaintiff that  
27 were mailed to him on July 6, 2022.  
28

1 Defendant has failed to provide an accounting for the past two  
2 years of the rents he's received on the Lame Horse Drive property,  
3 and has failed to pay the Plaintiff one half of all rents and  
4 payments he's received on the Lame Horse Drive, Procyon St., and  
5 Pahrump properties since the trial on this matter (March 7, 2022)  
6 to the present, nor has he provided documentary proof of the  
7 receipt of said payments.

8  
9 Additionally, as the Defendant refuses to sign any documents  
10 to effectuate the sale and transfer of the above properties, the  
11 Plaintiff requests that the provisions of NRCP 70 be applied so  
12 that Defendant can no longer hold up the sale and transfer of said  
13 properties and the Court Clerk could execute said documents in his  
14 stead.<sup>1</sup> On July 6, 2022, Defendant was mailed listing documents  
15 for the Procyon Street address and for the parcels of vacant land  
16 in Arizona and a Quit Claim Deed for the Lame Horse Drive property  
17 with instructions to sign the documents and return them to  
18 Plaintiff's counsel within seven (7) days in a self addressed,  
19

20  
21 <sup>1</sup> Rule 70. Enforcing a Judgment for a Specific Act

22 (a) Party's Failure to Act; Ordering Another to Act. If a judgment requires a party to convey land, to deliver a deed or other  
23 document, or to perform any other specific act and the party fails to comply within the time specified, the court may order the act to be  
done — at the disobedient party's expense — by another person appointed by the court. When done, the act has the same effect as if done  
by the party.

24 (b) Vesting Title. If the real or personal property is within this state, the court — instead of ordering a conveyance — may enter a  
judgment divesting any party's title and vesting it in others. That judgment has the effect of a legally executed conveyance.

25 (c) Obtaining a Writ of Attachment or Sequestration. On application by a party entitled to performance of an act, the clerk must issue  
26 a writ of attachment or sequestration against the disobedient party's property to compel obedience.

27 (d) Obtaining a Writ of Execution or Assistance. On application by a party who obtains a judgment or order for possession, the clerk  
must issue a writ of execution or assistance.

28 (e) Holding in Contempt. The court may also hold the disobedient party in contempt.



1 postage paid envelope. Receipt of the delivery of these documents  
2 was confirmed by delivery receipt. (Please see documents mailed to  
3 **Defendant attached as Exhibit 2 filed by separate index**).  
4

5 Defendant has failed to execute and return said documents.  
6

7 Plaintiff also requests that she be awarded exclusive  
8 possession of the Procyon Street house so that she may prepare  
9 and maintain it for sale and that she be allowed to change the  
10 locks on said property to insure her safety.

11 As Defendant has made it clear that he refuses to leave the  
12 Procyon address, that law enforcement be ordered to remove the  
13 Defendant from the Procyon Street address, if necessary.

14 Plaintiff further requests Court intervention to allow Chase  
15 Bank to transfer one half of the monies that were on deposit on  
16 March 7, 2022, in the savings account ending in 7601 held in  
17 Defendant's and Nina's names into Plaintiff's account without the  
18 Defendant's consent.

19 **C. This Court Should Award the Plaintiff with Reasonable**  
20 **Attorney's Fees and Costs**

21 In *Miller v. Wilfong*, 121 Nev. 619, 119 P.3d 727 (2005), the  
22 Nevada Supreme Court held that it is within the trial court's  
23 discretion to determine the reasonable amount of attorney's fees  
24 under a statute or rule, and in exercising that discretion the  
25 Court must evaluate the factors set forth in *Brunzell v. Golden*  
26 *Gate National Bank*, 85 Nev. 345, 445 P.2d 31 (1969). The *Brunzell*  
27 Court identified the following factors that the trial court may  
28

1 consider in awarding attorney's fees:

- 2       **1.    The qualities of the advocate; his ability, his training,**  
3       **education, experience, professional standing and skill.**

4       Plaintiff's attorney is a graduate of Syracuse University  
5 College of Law. She was admitted to the State Bar of Nevada in  
6 1999, clerked for the Honorable Carl Christensen at the Eighth  
7 Judicial District Court Family Division and has practiced in the  
8 field of family law in Clark County for the past 23 years.

- 9       **2.    The character of the work to be done; it's difficulty,**  
10       **its intricacy, its importance, time and skill required,**  
11       **the responsibility imposed and the prominence and**  
12       **character of the parties where they affect the importance**  
13       **of the litigation.**

14       In any family law matter where the Parties are hostile to the  
15 point where one Party has refused to cooperate with any order of  
16 the Court or with any of the laws and rules governing this matter,  
17 it will necessarily take more effort to resolve.

18       In this case, the Defendant has failed to abide by any of the  
19 rules of civil procedure, has failed to comply with the court's  
20 interim orders, has attempted to obstruct this case at every turn  
21 and is now refusing to comply with any of the terms of the Decree  
22 of Divorce. If any case has required an advocate to go above and  
23 beyond in attempting to bring this matter to resolution, it is  
24 certainly this one.

- 25       **3.    The work actually performed by the lawyer: the skill,**  
26       **time and attention given too the work; and**

27       Plaintiff's attorney has taken this matter from intake through  
28

1 trial and now through post-trial proceedings, during which time the  
2 Defendant has consistently failed to comply with the Nevada rules  
3 of civil procedure, the Court's interim orders and now the terms of  
4 the Decree of Divorce which has required more work that would have  
5 otherwise been necessary. The time taken on these tasks can be  
6 substantiated with a time log if requested.

7  
8 **4. The result: whether the attorney was successful and what**  
9 **benefits were derived.**

10 The results and benefits will speak for themselves at the  
11 conclusion of this matter.

12 In light of the foregoing, in particular, the unreasonable,  
13 obstructive and egregious behavior of the Defendant in this case,  
14 the Plaintiff should be awarded attorney's fees and costs.

15 Plaintiff further requests that any attorney's fees awarded in  
16 this case, including any future attorney's fees that may accrue  
17 through to the resolution of this matter, be paid for by the  
18 Defendant from his one-half of the equity in any real property  
19 ordered sold and that such funds be held in escrow until such time  
20 as they are ordered dispersed by the Court.

21  
22 **III**

23 **CONCLUSION**

24 In light of the Defendant's contempt of the Court's  
25 orders Plaintiff requests the following relief:

26 1. That Defendant be found in contempt of the terms of the  
27 Decree of Divorce;  
28

- 1           2.     That sanctions be imposed against the Defendant for his  
2 failure to comply with the terms of the Decree of Divorce;
- 3           3.     That Plaintiff be awarded exclusive possession of the Procyon  
4 Street address so that she may prepare and maintain it for sale;
- 5           4.     That appropriate law enforcement be ordered to remove the  
6 Defendant from the Procyon Street address should he not voluntarily leave  
7 the premises;
- 8           5.     That Plaintiff be allowed to change the locks on the Procyon  
9 Street address for her own safety;
- 10          6.     That the Court issue an order for Chase Bank to transfer one  
11 half of the proceeds that were on deposit on March 7, 2022 (\$66,988.35)  
12 into Plaintiff's bank account without the consent of the Defendant.
- 13          7.     That NRCP 70 be applied so that all listing, sale and  
14 conveyance documents for the real properties ordered sold and transferred  
15 be signed by the Clerk of the Court in place of the Defendant;
- 16          8.     For an award of attorney's fees and costs;
- 17          9.     For such other relief the Court deems just and proper.
- 18         DATED this 29 day of August, 2022.

20                                 **REZA ATHARI & ASSOCIATES**

21  
22  
23         BY: 

**MARIA L. MILANO, ESQ.**

Nevada Bar No. 7121

3365 Pepper Lane, Suite 102

Las Vegas, Nevada 89120

Tel: 702-727-7777

Attorneys for Plaintiff,

**GEORGANN ACCOMANDO**

**AFFIDAVIT IN SUPPORT OF MOTION**

1  
2 1. I, GEORGANN ACCOMANDO, the Plaintiff in the above  
3 entitled action, declares under penalty of perjury that I have read  
4 the foregoing Motion and know the contents thereof; that the  
5 averments contained therein are true of my own knowledge, except  
6 for those matters therein contained stated upon information and  
7 belief, and that as to those matters, I believe them to be true.  
8

9 2. I Declare under penalty of perjury under the law of the  
10 State of Nevada that the foregoing is true and correct.

11 3. That Defendant, Mario Accomando, has failed to comply  
12 with any of the terms of the Divorce Decree.

13 4. That although Defendant was ordered to place my name on  
14 our daughter Nina's tuition account, he has failed to provide proof  
15 that he has done so.

16 5. Defendant was ordered to provide me with the March, 2022  
17 Chase bank statement for the account he holds with our daughter  
18 Nina, but refused to do so which required my attorney to subpoena  
19 said statement.  
20

21 6. The Chase bank statement for March 7, 2022 indicated that  
22 account held the amount of \$66,988.35 Defendant was ordered to  
23 transfer one half of that amount into my account, yet he has  
24 refused to do so.

25 7. As ordered by the Court, I hired real estate agents to  
26 prepare listing documents for the Procyon Street address and the  
27 Arizona properties.  
28

1        8.    Said real estate agents prepared the listing agreements  
2 which were mailed to Mr. Accomando on July 6, 2022 for him to sign  
3 and return to my attorney in self addressed, postage prepaid  
4 envelope. Mr Accomando refused to sign and return said documents.

5        9.    I was awarded the Lame Horse Drive property as per the  
6 terms of the Divorce, therefore, my attorney prepared a Quit Claim  
7 Deed transferring ownership to me. Said Quit Claim Deed was also  
8 mailed to Mr. Accomando on July 6, 2022. Again he refused to sign  
9 it and return it to my attorney.  
10

11       10. Mr Accomando was supposed to give me an accounting of the  
12 rents he received from the Lame Horse Drive property for the past  
13 two years. He has not done that.

14       11. Mr. Accomando was supposed to pay me one half of all  
15 rents and payments he has received from the date of the divorcee  
16 until the present for the Lame Horse Drive, Procyon Street and  
17 Pahrump properties, but I have received nothing since that time.

18       12. Mr. Accomando has made it clear to me through third  
19 parties that he does not intend to comply with any of the terms of  
20 the Decree of Divorce and will not leave the Procyon address until  
21 the police take him out.  
22

23       13. Mr. Accomando has also, through third parties,  
24 threatened my safety.

25       14. I ask the Court to allow the Clerk of the Court to sign  
26  
27  
28

1 whatever documents are necessary to effectuate the sale of the real  
2 properties set forth in the Decree of Divorce and to transfer  
3 ownership of the Lane Horse Drive property into my name.

4 15. I also ask the Court for any intervention necessary to  
5 effectuate the transfer of one half of the monies that were on  
6 deposit in the Chase Bank Account on March 7, 2022 into my name  
7 without the Defendant's consent.

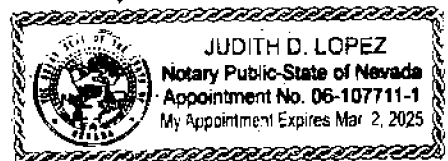
8 16. I ask the Court to allow me exclusive possession of the  
9 Procyon Street address so that I can prepare and maintain the  
10 property for sale. I would also like to be given permission to  
11 change the locks for my own safety and for law enforcement to be  
12 utilized to remove Mr. Accomando from the Procyon Street address  
13 should he refuse to leave.

14 17. I believe that as a result of the Defendant's continued  
15 refusal to comply with the court's orders that I be awarded  
16 attorney's fees.

17  
18  
19 Georgann Accomando  
20 GEORGANN ACCOMANDO  
21

22 SUBSCRIBED and SWORN to before me  
23 this 29th day of AUGUST, 2022.

24  
25  
26 NOTARY PUBLIC for the State of  
27 Nevada, County of Clark  
28



MOFI

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

GEORGANN ROSE ACCOMANDO

Plaintiff/Petitioner

Case No. D-21-628915-D

Dept. M

v.

MARIO ACCOMANDO

Defendant/Respondent

**MOTION/OPPOSITION  
FEE INFORMATION SHEET**

**Notice:** Motions and Oppositions filed after entry of a final order issued pursuant to NRS 125, 125B or 125C are subject to the reopen filing fee of \$25, unless specifically excluded by NRS 19.0312. Additionally, Motions and Oppositions filed in cases initiated by joint petition may be subject to an additional filing fee of \$129 or \$57 in accordance with Senate Bill 388 of the 2015 Legislative Session.

**Step 1.** Select either the \$25 or \$0 filing fee in the box below.

- ☐ **\$25** The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.
- OR-
- ☒ **\$0** The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:
- ☐ The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.
  - ☐ The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.
  - ☐ The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on \_\_\_\_\_.
  - ☒ Other Excluded Motion (must specify) Motion for an Order to Show Cause

**Step 2.** Select the \$0, \$129 or \$57 filing fee in the box below.

- ☒ **\$0** The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:
- ☒ The Motion/Opposition is being filed in a case that was not initiated by joint petition.
  - ☐ The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.
- OR-
- ☐ **\$129** The Motion being filed with this form is subject to the \$129 fee because it is a motion to modify, adjust or enforce a final order.
- OR-
- ☐ **\$57** The Motion/Opposition being filed with this form is subject to the \$57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of \$129.

**Step 3.** Add the filing fees from Step 1 and Step 2.

The total filing fee for the motion/opposition I am filing with this form is:

☒ \$0 ☐ \$25 ☐ \$57 ☐ \$82 ☐ \$129 ☐ \$154

Party filing Motion/Opposition: GEORGANN ROSE ACCOMANDO

Date 8-29-21

Signature of Party or Preparer /s/ GEORGANN ROSE ACCOMANDO





DECLARATION IN SUPPORT OF EX PARTE MOTION  
FOR AN ORDER SHORTENING TIME

I declare under penalty of perjury:

1. I represent the Plaintiff in the above entitled case and that I have personal knowledge of the facts contained herein and am competent to testify to these facts.

2. There is a hearing scheduled for Plaintiff's Motion for an Order to Show Cause Regarding Contempt and the Imposition of Sanctions for Defendant's Failure to Comply with Terms of the Divorce Decree on October 13, 2022.

3. The opposing party was e-served with said Motion on August 29, 2022 and together with the Notice of Hearing on September 6, 2022.

4. That following a trial on March 7, 2022, a Decree of Divorce was entered in this case on July 6, 2022.

5. That by the terms of the Decree of Divorce:

A. The Parties' marital residence located at 8546 Procyon Street, Las Vegas, Nevada 889139, and eight parcels of vacant land in Golden Valley Arizona were to be listed for sale within sixty (60) days.

B. The rental property located at 9607 Lame Horse Drive, Las Vegas, Nevada 89123 was awarded to the Plaintiff in satisfaction spousal support in the amount of \$320,000 awarded to her. That the Lame Horse Drive Property was to be appraised and that should the appraised value of said property excess \$320,000, the Plaintiff would be responsible to pay said amount to Defendant through offsets from the sale of other real property.

1 C. That the Defendant was to cooperate in regards to the  
2 listing, transfer and sale of the above properties.

3 D. That Defendant was to provide the Plaintiff with a  
4 Copy of the Chase Bank account statement for March, 2022  
5 demonstrating the total amount of community funds he had  
6 transferred into the Parties' daughter's name and then  
7 transfer half of said amount to the Plaintiff.

8 E. Defendant was to add Plaintiff's name to the  
9 Parties' daughter's tuition account;

10 F. Defendant was no longer to receive cash payments  
11 from the tenants at the Procyon address and the Lane  
12 Horse Drive address, or from the two individuals who were  
13 making payments on two parcels of land Defendant sold in  
14 Parhump. Defendant was further to provide the Plaintiff  
15 with proof of receipt of said payments and to pay to the  
16 Plaintiff one half of all payments received from those  
17 sources.

18 G. Defendant was to provide the Plaintiff with an  
19 accounting of all rental income received from the Lane  
20 Horse Drive property for the past two (2) years.

21 6. Defendant has complied with none of the above orders.

22 7. Plaintiff had all of the properties appraised and listing  
23 documents prepared, along with a Quit Claim Deed transferring  
24 ownership of the Lane Horse Drive property to her. These documents  
25 were mailed to the Defendant on July 6, 2022. Defendant refused to  
26 sign any of the documents.

27 8. On June 17, 2022 the Defendant filed for Chapter 13,  
28 Bankruptcy in the United States Bankruptcy Court in the District of

1 Nevada under case number 22-12097-ABL, in spite of testifying under  
2 oath during the divorce trial that he had no debt and in spite of  
3 holding assets valued to be worth over \$1.8 million dollars.

4 9. The Defendant's bankruptcy filing effectively tolled  
5 further proceedings in this court to enforce the terms of the  
6 Decree.

7 10. Plaintiff filed a Motion to lift the stay in Bankruptcy  
8 Court which was granted on August 24, 2022, and filed the present  
9 Motion forthwith. An Order lifting the stay was filed with this  
10 court on August 29, 2022.

11 11. The Defendant's bankruptcy was then voluntarily dismissed  
12 on September 1, 2022.

13 12. As a result of the Defendant's continued contempt of this  
14 Court's Orders and his merit-less attempts to delay the enforcement  
15 of those Orders, the Plaintiff is on the verge of becoming homeless  
16 in spite of the fact that she holds a community share of valuable  
17 property that the Defendant has full control over. Plaintiff is 68  
18 years old with almost no work history or job skills and is forced  
19 to survive on approximately \$600 per month in Social Security  
20 income.

21 13. Additionally, the longer the real estate holdings are not  
22 listed for sale, the more difficult they will become to sell as  
23 mortgage interest rates continue to increase, and are expected to  
24 increase even further before the end of this year.

25 14. Plaintiff was counting on the transfer of funds from the  
26 Chase Bank account in order to financially survive until the real  
27 property could be sold, but Defendant has refused to transfer said  
28 amount, which, according to the March, 2022 bank account statement,

1 this attorney was forced to subpoena, totaled \$66,988.35, half of  
2 which would be \$33,494.17.

3 15. As Plaintiff is on the verge of becoming destitute  
4 and homeless, and the longer it takes for the real property to be  
5 listed for sale will likely result in lower sale proceeds, she begs  
6 the Court to grant her request to hear her Motion on an Order  
7 Shortening time and for the Court to do whatever is necessary to  
8 enforce the terms of the Decree of Divorce, including, but not  
9 limited to, applying NRCP 70 so that the listing, transfer and sale  
10 documents can be executed, awarding the Plaintiff exclusive  
11 possession of the Procyon address so that she may prepare and  
12 maintain it for sale, or even incarcerating the Defendant.

13 16. This Ex Parte Motion for an Order Shortening Time is made  
14 in good faith.

15 17. I declare under penalty of perjury under the law of the  
16 State of Nevada that the foregoing is true and correct.

17 DATED this 6 day of September, 2022.

18   
19 MARIA L. MILANO, ESQ.  
20  
21  
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28

*Amanda Martin*  
CLERK OF THE COURT

OST  
MARIA L. MILANO, ESQ.  
Nevada Bar # 7121  
REZA ATHARI & ASSOCIATES, PLLC  
3365 Pepper Ln., Suite 102  
Las Vegas, NV 89120  
Tel: (702) 727-7777 Fax: (702) 458-8508  
mariamilano@atharilaw.com  
Attorney for Plaintiff,  
GEORGANN ROSE ACCOMANDO

DISTRICT COURT, FAMILY DIVISION  
CLARK COUNTY, NEVADA

GEORGANN ROSE ACCOMANDO,

Plaintiff,

vs.

MARIO ACCOMANDO,

Defendant,

) CASE NO.: D-21-628915-D

) DEPT. NO.: M

) ORDER SHORTENING TIME

Upon application of the Plaintiff, GEORGANN ROSE ACCOMANDO, by  
and through her attorneys of record, MARIA L. MILANO, ESQ. Of REZA  
ATHARI & ASSOCIATES, and good cause appearing therefore:

IT IS HEREBY ORDERED that the time for hearing Movant's Motion  
for an Order to Show Cause Regarding Contempt and the Imposition of  
Sanctions for Defendant's Failure to Comply with Terms of the  
Divorce Decree, on Order Shortening Time is hereby shortened and  
shall be heard on the 22nd day of September, 2022 at the hour of  
10:00 a.m. before the Eighth Judicial District Court Family

Division located at 601 N. Pecos Road, Las Vegas, Nevada 89101.

Respectfully Submitted by:

MARIA L. MILANO, ESQ.  
Nevada Bar No. 7121  
REZA ATHARI & ASSOCIATES  
3365 Pepper Lane, Suite 102  
Las Vegas, NV 89120  
Attorneys for Plaintiff,  
GEORGANN ROSE ACCOMANDO

*Amy M. Mastin*  
B6A 386 49BB 560B  
Amy M. Mastin  
District Court Judge

1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 Georgann Rose Accomando,  
7 Plaintiff

CASE NO: D-21-628915-D

8 vs.

DEPT. NO. Department M

9 Mario Accomando, Defendant.

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

12 This automated certificate of service was generated by the Eighth Judicial District  
13 Court. The foregoing Order Shortening Time was served via the court's electronic eFile  
14 system to all recipients registered for e-Service on the above entitled case as listed below:

15 Service Date: 9/7/2022

16 State Department

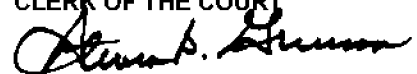
statedepartment@atharilaw.com

17 Maria Milano

mariamilano@atharilaw.com

18 Mario Accomando

ninaa1948@yahoo.com



1 NEOJ  
2 MARIA L. MILANO, ESQ.  
3 Nevada Bar No. 7121  
4 REZA ATHARI & ASSOCIATES  
5 A Multi-jurisdictional Law Firm  
6 3655 Pepper Lane, Suite 102  
7 Las Vegas, Nevada 89120  
8 Tel: (702)727-7777  
9 Fax: (702)458-8508  
10 Email: [mariamilano@atharilaw.com](mailto:mariamilano@atharilaw.com)  
11 Attorney for Plaintiff,  
12 GEORGANN ROSE ACCOMANDO

13 DISTRICT COURT, FAMILY DIVISION

14 CLARK COUNTY, NEVADA

15 \* \* \* \* \*

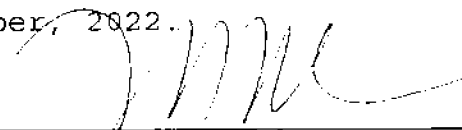
16 GEORGANN ROSE ACCOMANDO,	)	
	)	
17 Plaintiff,	)	
	)	
18 vs.	)	CASE NO: D-21-628915-D
	)	DEPT NO: M
19 MARIO ACCOMANDO,	)	
	)	
20 Defendant.	)	
	)	
21 _____	)	

22 NOTICE OF ENTRY OF ORDER

23 PLEASE TAKE NOTICE that an Order was entered in the above-  
24 entitled matter on September 7, 2022, a true and correct copy is  
25 attached hereto.

26 DATED this 8 day of September, 2022.

27 By:

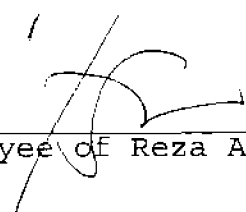
28   
\_\_\_\_\_  
MARIA L. MILANO, Esq.  
Nevada Bar # 7121  
REZA ATHARI & ASSOCIATES, PLLC  
A Multi-Jurisdictional Firm  
3365 Pepper Lane, Suite #102  
Las Vegas, NV 89120  
Attorney for Plaintiff  
GEORGANN ACCOMANDO



1 CERTIFICATE OF SERVICE

2 I declare under penalty of perjury that I am over the age of  
3 eighteen (18) years, and I am not a party to, nor interested in,  
4 this action. On the 8th day of September, 2022, I served a true  
5 and correct copy of NOTICE OF ENTRY OF ORDER was sent to the party  
6 listed below via electronic service through the Eighth Judicial  
7 District Court's Odyssey E-File and Serve System, as follows:

8  
9 Mario Accomando  
8546 Procyon St.  
10 Las Vegas, Nevada 89139  
ninaal948@yahoo.com  
11 Defendant in Proper Person

12   
Employee of Reza Athari & Associates  
13  
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*Amy M. Mastin*  
CLERK OF THE COURT

1 OST  
2 MARIA L. MILANO, ESQ.  
3 Nevada Bar # 7121  
4 REZA ATHARI & ASSOCIATES, PLLC  
5 3365 Pepper Ln., Suite 102  
6 Las Vegas, NV 89120  
7 Tel: (702) 727-7777 Fax: (702) 458-8508  
8 mariamilano@atharilaw.com  
9 Attorney for Plaintiff,  
10 GEORGANN ROSE ACCOMANDO

DISTRICT COURT, FAMILY DIVISION  
CLARK COUNTY, NEVADA

11 GEORGANN ROSE ACCOMANDO,

12 Plaintiff,

13 vs.

14 MARIO ACCOMANDO,

15 Defendant,

)  
) CASE NO.: D-21-628915-D  
) DEPT. NO.: M

) ORDER SHORTENING TIME

16 Upon application of the Plaintiff, GEORGANN ROSE ACCOMANDO, by  
17 and through her attorneys of record, MARIA L. MILANO, ESQ. Of REZA  
18 ATHARI & ASSOCIATES, and good cause appearing therefore:

19 IT IS HEREBY ORDERED that the time for hearing Movant's Motion  
20 for an Order to Show Cause Regarding Contempt and the Imposition of  
21 Sanctions for Defendant's Failure to Comply with Terms of the  
22 Divorce Decree, on Order Shortening Time is hereby shortened and  
23 shall be heard on the 22nd day of September, 2022 at the hour of  
24 10:00 a.m. before the Eighth Judicial District Court Family

25 Division located at 601 N. Pecos Road, Las Vegas, Nevada 89101.

26 Respectfully Submitted by:

27 MARIA L. MILANO, ESQ.  
28 Nevada Bar No. 7121  
REZA ATHARI & ASSOCIATES  
3365 Pepper Lane, Suite 102  
Las Vegas, NV 89120  
Attorneys for Plaintiff,  
GEORGANN ROSE ACCOMANDO

*Amy M. Mastin*  
B6A 386 49BB 560B  
Amy M. Mastin  
District Court Judge

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Georgann Rose Accomando,  
Plaintiff

CASE NO: D-21-628915-D

7 vs.

DEPT. NO. Department M

8  
9 Mario Accomando, Defendant.

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

12 This automated certificate of service was generated by the Eighth Judicial District  
13 Court. The foregoing Order Shortening Time was served via the court's electronic eFile  
system to all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 9/7/2022

15 State Department statedepartment@atharilaw.com

16 Maria Milano mariamilano@atharilaw.com

17 Mario Accomando ninaa1948@yahoo.com  
18  
19  
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21  
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EXH  
MARIA L. MILANO, ESQ.  
Nevada State Bar No. 7121  
REZA ATHARI & ASSOCIATES, PLLC.  
3365 Pepper Lane, Suite 201  
Las Vegas, NV 89120  
(702) 727-7777 tel (702) 458-8508 fax  
[mariamilano@atharilaw.com](mailto:mariamilano@atharilaw.com)  
Attorney for Plaintiff, GEORGANN ACCOMANDO

**DISTRICT COURT FAMILY DIVISION  
CLARK COUNTY, NEVADA**

GEORGANN ACCOMANDO,	)	CASE NO: D-21-628915-D
Plaintiff,	)	DEPT: M
	)	
Vs.	)	
	)	
MARIO ACCOMANDO,	)	
Defendant.	)	
	)	

**PLAINTIFF'S SUPPLEMENT TO EXHIBIT APPENDIX**

Comes now, Plaintiff, GEORGANN ACCOMANDO, by and through her attorney of record, MARIA L. MILANO, ESQ., of REZA ATHARI & ASSOCIATES, PLLC; and hereby submits the following Supplemental Exhibits in support of Plaintiff's Motion for an Order to Show Cause Regarding Contempt and the Imposition of Sanctions for Defendant's Failure to Comply with Terms of Decree of Divorce.

Plaintiff understands the Exhibits are not considered substantive evidence in Plaintiff's case until formally admitted into evidence. These exhibits have been uploaded via FCEvidence.

**Supplemented information is in bold as follows:**

No:	EXHIBIT/ DOCUMENT	Bates No(s).	OFFER	OBJ	ADMIT
1	Chase Bank Account statement for Account No. xxxxx7601 for the month of March, 2022.	PLTFSCMOT 0001 – PLTFSCMOT 0002			

2	Listing documents and Quitclaim Deeds mailed to Defendant on July 6, 2022.	PLTFSCMOT 0003 – PLTFSCMOT 0105			
3	Updated listing documents for the property located at 8546 Procyon St., Las Vegas, Nevada 89139	PLTFSCMOT 0106 – PLTFSCMOT 0116			
4	Updated listing documents for the property located at 9607 Lame Horse Drive, Las Vegas, Nevada 89123	PLTFSCMOT 0117 – PLTFSCMOT 0127			

DATED this 15th day of September, 2022.

**REZA ATHARI & ASSOCIATES**

BY: MARIA L. MILANO, ESQ. /s/

MARIA L. MILANO, ESQ.  
Nevada Bar No. 7121  
3365 Pepper Lane, Suite 102  
Las Vegas, Nevada 89120  
Attorneys for Plaintiff,  
GEORGANN ACCOMANDO

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that, in accordance with Rule 5(b) of the Nevada Rules of Civil Procedure, on this 15th day of September 2022, I served a true and correct copy of the above **PLAINTIFF'S SUPPLEMENT TO EXHIBIT APPENDIX** on the parties addressed as shown below:

☐ Via US Mail by placing said document in a sealed envelope, with postage prepaid (N.R.C.P. 5(b))

☒ Via Electronic Filing (N.E.F.R. 9(b))

x Via Electronic Service (N.E.F.R. 9)

Mario Accomando

8546 S. Procyon St.

Las Vegas, Nevada 89139

ninaa1948@yahoo.com

Defendant in Proper Person

Via **FCEvidence@clarkcountycourts.us** - for submission to the Court

Jlopez /s/

Employee of Reza Athari & Associates, PLLC

**EXHIBIT "3"**

Updated listing documents for the property located at 8546  
Procyon St., Las Vegas, Nevada 89139, Bates Nos. PLTFSCMOT0106 -  
PLTFSCMOT0116



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



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

## 1. EXCLUSIVE RIGHT TO SELL:

I/We, G N M Mario (Ta) Accomando ("Seller")  
hereby employs and grants eXp Realty (Company Name, herein after  
"Broker") the exclusive and irrevocable right, commencing on 10/1/2022, and expires at 11:59 p.m. Pacific  
Time on 3/1/2023, to sell, lease or exchange the Real Property located in the City of Las Vegas,  
County of Clark, Nevada, APN#: 177-17-302-010 commonly known as:  
8546 Procyon St Las Vegas NV 89139-7843 ("the Property").

**2. TERMS OF SALE:** The listing price shall be \$ 925,000.00, with a suggested amount of an  
Earnest Money Deposit (EMD) of \$ 10,000.00.

Terms available: ☒ Cash ☒ CONV ☐ FHA ☐ Lease ☒ VA ☐ Lease Option ☐ Owner Will Carry  
☐ Other: \_\_\_\_\_

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

Seller ☒ does -OR- ☐ does not authorize Broker to disclose the existence of multiple offers to purchase the  
property to potential buyers. SELLER(S) INITIALS: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Seller ☒ does -OR- ☐ does not authorize Broker to disclose the offer(s), price and terms.  
SELLER(S) INITIALS: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

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

a. The following items of Personal Property are **included** in the above price and shall be conveyed  
unencumbered in escrow by a valid bill of sale:  
All items listed in the MLS.

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

c. This property Does Contain ☐ -OR- Does Not Contain ☒ SMART technology which powers and or  
automates, surveillance systems, security, environmental controls and home entertainment features but not limited  
to, of the home. If the property so does contain SMART Technology seller will complete a SMART Home  
technology addendum which is incorporated as part of this agreement and identifies the items seller intends to  
convey with the sale. All Attached Fixtures must convey unless identified above.

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

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



Seller identifies above items as included or excluded in offering of the Property for sale. Seller understands that the purchase agreement takes precedence over any intention identified above and will ultimately determine what items are included and excluded in the sale. Seller further understands it is their responsibility to ensure the items not included in the sale are addressed in any counter offer to ensure buyers understanding of sellers intent.

d. Leased or Liened Items: The following items are leased or subject to a lien in securing payment:

☐ Solar power system   ☐ Alarm system   ☐ Propane tank   ☐ Water softener

☐ Other(s) \_\_\_\_\_

Seller will provide to Buyer, as a part of the purchase agreement, copies of lease documents, or other documents obligating Seller to pay for such leased or lien items.

**4. TITLE INSURANCE:** Seller agrees to provide Buyer with an owner's policy of title insurance in the amount of the selling price.

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

**IF A SALE:** 4 % of the gross selling price of the Property ☒ **AND** / ☐ **OR** \$ 995 (flat fee amount). Seller acknowledges that offers of cooperative compensation are between brokers and are not negotiable between the Seller and Buyer.

**IF A LEASE:** \_\_\_\_\_ % of the total rental agreed to be paid by lessee  
☐ **AND** / ☐ **OR** \$ \_\_\_\_\_ (flat fee amount). Seller acknowledges that offers of cooperative compensation are between brokers and are not negotiable between the Seller and Tenant.

**Compensation shall be due:**

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

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

c. if within 180 calendar days of the final termination, including extensions, of this Agreement, the Property is sold, conveyed, or otherwise transferred to anyone with whom the Broker has had negotiations or to whom the Property was shown prior to the final termination. This section (c) shall not apply if Seller enters into a valid Brokerage Listing Agreement with another licensed real estate Broker after the final termination of this Exclusive Brokerage Listing Agreement.

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

e. Broker is authorized to cooperate and divide with other brokers the above compensation in any manner acceptable to Broker. Seller hereby irrevocably assigns to Broker the funds and proceeds of Seller in escrow equal

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

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

1 to the above compensation. In the event any sum of money due under this Agreement remains unpaid for a period  
2 of thirty (30) days, such sum shall bear interest at the rate of ( 10 ) percent per annum from the due date  
3 until paid.

4  
5 **6. DEPOSIT:** Broker is authorized to accept on Seller's behalf a deposit to be applied toward purchase price or  
6 lease. Said deposit shall be held by: (SELECT ONE) ☒ Escrow -OR- ☐ Broker -OR- ☐ Other \_\_\_\_\_.

7  
8 **7. AGENCY RELATIONSHIP:**

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

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

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

20  
21 **8. REQUIRED DISCLOSURES:**

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

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

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

29 d. Seller acknowledges receipt of the Residential Disclosure Guide:

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

31  
32 **9. INDEMNIFICATION:** Seller agrees to save, defend, and hold Broker, GLVAR, and the MLS harmless from  
33 all claims, disputes, litigation, and/or judgments arising from (i) any misrepresentation, breach of warranty or breach  
34 of a promise by Seller in this Listing Agreement (ii) any incorrect information supplied by Seller, (iii) any facts  
35 concerning the Property not disclosed by Seller, including any facts known to Seller relating to adverse conditions  
36 or latent defects, (iv) the use of a keybox, or (v) any injury or damage to persons or property in connection with the  
37 marketing or showing of the Property. This indemnification shall survive Broker's performance and any transfer of  
38 title.

39  
40 **10. FAIR HOUSING:** Broker shall offer the Property for sale or lease without regard to race, color, religion, sex,  
41 national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or handicap and any  
42 other current requirements of federal or state fair housing laws.

43  
44 **11. COMMON INTEREST COMMUNITY:** The Property ☐ is -OR- ☒ is not located within a Common Interest  
45 Community (CIC). If yes, please complete the following:

46 Name of CIC(s): \_\_\_\_\_

47 Telephone: \_\_\_\_\_ Dues: \$ \_\_\_\_\_ payable ☐ monthly -OR- ☐ quarterly

48 Seller ☐ is -OR- ☐ is not current on all dues and assessments.

49  
Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

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

Name of CIC(s): \_\_\_\_\_

Telephone: \_\_\_\_\_ Dues: \$ \_\_\_\_\_ payable ☐ monthly -OR- ☐ quarterly

Seller ☐ is -OR- ☐ is not current on all dues and assessments.

Name of CIC(s): \_\_\_\_\_

Telephone: \_\_\_\_\_ Dues: \$ \_\_\_\_\_ payable ☐ monthly -OR- ☐ quarterly

Seller ☐ is -OR- ☐ is not current on all dues and assessments.

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

**12. SPECIAL ASSESSMENTS:** The Property ☐ is -OR- ☒ is not subject to special government assessments, such as SID and LID. (For information please go to: [www.amgnv.com](http://www.amgnv.com))  
If yes, please complete the following:

Balance remaining: \$ \_\_\_\_\_

Payment amount: \$ \_\_\_\_\_

Payment Due: select one (1) Monthly ☐ Quarterly ☐ Semi Annually ☐ Annually ☐

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

a. The purpose and function of the keybox is to permit access to the interior of the Property by all members of GLVAR's MLS as well as any licensed professionals necessary to facilitate the sale of the Property;

b. Seller should safeguard Personal Property and valuables located within the Property;

c. It is not a requirement of the GLVAR's MLS for a Seller to allow the use of a keybox;

d. Where a tenant occupies the Property, the tenant's consent is also required, which shall be obtained by the Seller or his/her Property Manager;

e. Seller ☒ does -OR- ☐ does not authorize Broker to issue "One Day Codes" to access the electronic keybox installed on the property. A "One Day Code" is an electronic means to allow access to the keybox key compartment. Broker shall only issue such codes to licensed professionals. Broker further agrees to use all reasonable means to verify the identity of said licensed professionals.

f. Owner acknowledges that GLVAR, the MLS, Broker or its Listing Agent is not insuring owner or occupant against theft, loss or vandalism resulting from such access. Owner is responsible for taking such steps as may be necessary to secure and protect the Property during any time that a keybox is being used and obtaining appropriate insurance.

**14. RENT/LEASE:** The Property ☐ is -OR- ☒ is not currently occupied by a Tenant.

The Property ☐ is -OR- ☐ is not subject to a management agreement with: (name of Property Manager and phone number): \_\_\_\_\_ . Seller agrees to not rent or lease the Property during the term of this Agreement without fourteen (14) days prior written notice to Broker.

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

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

1 **15. TAX WITHHOLDING:** Seller agrees to perform any act reasonably necessary to carry out the provisions of  
2 the Foreign Investment in Real Property Tax Act (FIRPTA). If applicable (as designated in the Seller's Response  
3 herein), Seller agrees to complete, sign, and deliver to ESCROW HOLDER a certificate indicating whether Seller  
4 is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA).  
5 A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation; or a  
6 foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Additional  
7 information for determining status may be found at www.irs.gov. Seller understands that if Seller is a foreign person  
8 then the Buyer must withhold a tax in an amount to be determined by ESCROW HOLDER in accordance with  
9 FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW HOLDER the necessary  
10 documents, to be provided by the ESCROW HOLDER, to determine if withholding is required (see 26 USC Section  
11 1445).

12  
13 **FIRPTA DECLARATION:** Seller declares that he/she

14 ☒ is not -OR-

15 ☐ is a foreign person therefore subjecting this transaction to FIRPTA withholding.

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

17  
18 **16. MEDIATION:** The Broker and Seller agree to negotiate in good faith in an effort to resolve any dispute related  
19 to this Listing Agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the  
20 dispute will be submitted to a mediator agreed to by the parties. Mediation fees, if any, shall be divided equally  
21 among the parties involved. By initialing below, the parties confirm that they have read and understand this section  
22 and voluntarily agree to the provisions thereof.

23 **SELLER(S) INITIALS:** \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ **BROKERS INITIALS:** \_\_\_\_\_/\_\_\_\_\_

24  
25 **17. MULTIPLE LISTING SERVICE (MLS):** Broker is a participant of THE GREATER LAS VEGAS  
26 ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service (MLS), and listing information about the  
27 Property will be provided to the MLS to be published and disseminated to its Participants and Subscribers in  
28 accordance with its Rules and Regulations and Sections 18, 19, 20 and 22 herein, unless Seller selects the Office  
29 Exclusive option in Section 21 and signs the Office Exclusive Form. Broker is authorized to cooperate with other  
30 real estate Brokers, and to report the sale, its price, terms and financing for the publication, dissemination  
31 information and use by authorized Association members, MLS Participants and Subscribers.

32  
33 **18. MARKETING AND ADVERTISING:** Seller acknowledges that, unless Seller signs photo exclusion,  
34 photographs of the Property may be taken for publication in the MLS computer system. Subject to Section 20,  
35 Seller agrees that the Property may be advertised in any and all formats of media including but not limited to  
36 electronic and print advertising. Should Seller provide photographs of the Property, Seller warrants and represents  
37 that Seller has the ownership rights to said photographs and by providing said photographs irrevocably assigns any  
38 and all ownership rights to the Broker. Seller further acknowledges that once images are placed on the Internet,  
39 neither the Broker nor the Seller have control over who can view such images and what use viewers may make of  
40 the images or how long such images may remain on the internet.

41  
42 Seller acknowledges that prospective buyers and/or other persons coming on to the property may take photographs,  
43 video and/or other images of the property. Seller understands that Broker does not have the ability to control or  
44 block the taking of and use of images by such persons. Once the images are taken and or put into electronic display  
45 on the Internet or otherwise published neither the Broker nor the Seller has control over how such images are used.

46  
47 Seller ☒ does -OR- ☐ does not authorize Broker to commence public marketing and advertising activities.

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

49  
Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

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

1 **19. SIGN:** Seller ☒ does -OR- ☐ does not authorize Broker to install a FOR SALE/LEASE sign on the Property.  
2 (Seller may only authorize a sign if Seller has authorized marketing/advertising in Section 18.)  
3

4 **20. SELLER OPT OUTS:** Seller further understands and acknowledges that MLS will disseminate the Property's  
5 listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet sites, as well  
6 as other online providers, and that such sites are generally available to the public. Some, but not all, of these websites  
7 may include a commentary section where consumers may include reviews and comments about the Property in  
8 immediate conjunction with the listing (blogging), or provide a link to the comments. In addition, some, but not all,  
9 of these websites may display an automated estimate of the market value of the Property in immediate conjunction  
10 with the listing, or provide a link to the estimate. Seller can instruct Broker to have the MLS not display the property  
11 on the Internet. Seller also can instruct the MLS to not display the Property address on the Internet. Seller  
12 understands that these opt outs would mean consumers searching for listings on the Internet may not see the Property  
13 or the Property's address in response to their search.  
14

15 Seller may opt-out of any of the following features by initialing the appropriate space(s) below:  
16

17 a. \_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_ I/we have advised the Broker that I/we **DO NOT** want a  
18 **commentary section** displayed or linked to the listed Property (the site operator may indicate that the  
19 feature was disabled at the request of the seller).  
20

21 b. \_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_ I/we have advised the Broker that I/we **DO NOT** want an **automated**  
22 **estimate of value** displayed or linked to the listed Property (the site operator may indicate that the feature  
23 was disabled at the request of the seller). \*Please note that this automated estimate of value restriction  
24 applies to VOW offices only. Virtual Office Websites ("VOWs") are Internet sites operated by MLS  
25 Participant Brokers through which they establish relationships and work with clients and customers in  
26 cyberspace in ways similar to how real estate professionals interact with clients and customers in a "brick  
27 and mortar" environment. This restriction does not apply to automated estimates of value created by non-  
28 MLS Participant websites.  
29

30 **—OR—**

31 c. \_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_ Seller does **NOT** opt out of any of the above.  
32

33 **21. OFFICE EXCLUSIVE:** Seller does not authorize Broker to disseminate listing information about the Property  
34 via GLVAR MLS, however Seller acknowledges and agrees that Broker will file the fully executed Office Exclusive  
35 Form with GLVAR MLS in accordance with GLVAR MLS Rules and Regulations. Further, Seller acknowledges  
36 and agrees that if there is any Public Marketing of an Office Exclusive listing, then Broker must submit the listing  
37 to GLVAR MLS for dissemination to its participants within one (1) business day of the Public Marketing. Public  
38 Marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing  
39 websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts),  
40 multi-brokerage listing sharing networks, and applications available to the general public.

41 Seller ☐ does -OR- ☒ does **NOT** select an Office Exclusive listing. (Seller may not select this option if Seller has  
42 authorized marketing/advertising in Section 18.)

43 **SELLER(S) INITIALS:** \_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_  
44

45 **22. USE OF LISTING CONTENT:** Seller acknowledges and agrees that all photographs, images, graphics, video  
46 recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other  
47 copyrightable elements relating to the Property provided by Seller to Broker or Broker's agent (the "Broker Listing  
48 Content") and any changes thereto, may be filed with MLS, included in compilations of listings, and otherwise  
49 distributed, publicly displayed and reproduced in any medium. Seller hereby grants to Broker a non-exclusive,

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

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

1 irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display, and  
2 reproduce the Broker Listing Content, to prepare derivative works of the Broker Listing Content, and to distribute  
3 the Broker Listing Content or any derivative works thereof in any medium. This non-exclusive license shall survive  
4 the termination of this Agreement for any reason whatever. Seller represents and warrants to Broker that the Broker  
5 Listing Content, and the license granted to Broker for the Broker Listing Content, do not violate or infringe upon  
6 the rights, including any copyright rights, of any person or entity. Seller acknowledges and agrees that as between  
7 Seller and Broker, all Broker Listing Content is owned exclusively by Broker, and Seller has no right, title or interest  
8 in or to any Broker Listing Content.  
9

10 **23. NEVADA LAW:** This Agreement is executed and intended to be performed in the State of Nevada, and the  
11 laws of Nevada shall govern its interpretation and effect. The parties agree that the State of Nevada, and the county  
12 in which the Property is located, is the appropriate judicial forum for any litigation, related to this Agreement.  
13

14 **24. ENTIRE CONTRACT:** All prior negotiations and agreements between the parties are incorporated in this  
15 Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final, complete, and  
16 exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence  
17 of any prior agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum, or  
18 modification, including any photocopy or facsimile, may be executed in two or more counterparts, all of which shall  
19 constitute one and the same writing. The terms of this Agreement may not be amended, modified or altered except  
20 through a written agreement signed by all of the parties hereto. **The parties agree that an MLS Change Order  
21 signed by Broker and Seller shall act as a valid written addendum to this Agreement.**  
22

23 **25. PARTIAL INVALIDITY:** In the event that any provision of this Agreement shall be held to be invalid or  
24 unenforceable, such ruling shall not affect the validity or enforceability of the remainder of the Agreement in any  
25 respect whatsoever.  
26

27 **26. ATTORNEY'S FEES:** In the event suit is brought by either party to enforce this Agreement, the prevailing  
28 party is entitled to court costs and reasonable attorney's fees. If Broker hires an attorney to enforce the collection  
29 of any commission payable pursuant to this Listing Agreement and is successful in collecting some or all of such  
30 commission without commencing any action or proceeding, Seller agrees to pay such broker's reasonable attorneys'  
31 fees and costs and Seller agrees to pay interest at the legal rate on all compensation and other amounts owned or  
32 due to Broker from the time due until paid in full.  
33

34 **27. DAMAGES CAP** Notwithstanding any provision to the contrary contained in this Agreement, if Broker shall  
35 be liable to Seller for any matter arising from this Agreement, whether based upon an action or claim in contract,  
36 warranty, equity, negligence, intended conduct or otherwise (including any action or claim arising from an act or  
37 omission, negligent or otherwise, of the liable party) the maximum aggregate liability of Broker to Seller under  
38 this agreement shall not exceed the aggregate commission amount that has been paid by Seller to Broker.  
39

40 **28. WARRANTY OF OWNERSHIP:** Seller warrants that Seller is the sole owner of the Property or has the  
41 authority to execute this Agreement. By signing below Seller acknowledges that Seller has read and understands  
42 this Agreement and agrees to the terms thereof.  
43

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

48 a. A Notice of Default (Breach) and Election to Sell ☒ has not **-OR-** ☐ has (date: \_\_\_\_\_) been  
49 recorded against the Property. **If a Notice of Default has not been recorded against the Property as of the date  
50 of this Agreement, Seller agrees to notify Broker within five (5) business days of receipt of such a notice.**  
Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

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

1 Seller understands that the recording of a Notice of Default begins a statutory foreclosure period, which varies in  
2 duration. At the end of the foreclosure period, the Property typically will be sold at a Trustee's Sale (foreclosure  
3 sale) and Seller will lose all rights and interest in the Property.

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

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

11 SELLER(S) INITIALS: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
12

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

16  
17 31. RECOMMENDATIONS: If Broker recommends a builder, contractor, escrow company, title company, pest  
18 control service, appraiser, lender, home inspection company or home warranty company or any other person or  
19 entity to Seller for any purpose, said recommendation shall be independently investigated and evaluated by Seller,  
20 who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity  
21 recommended by Broker will be based solely upon such independent investigation.

22  
23 32. DEFAULT: If Seller materially breaches this Listing, Seller is in default and will be liable to Broker for the  
24 amount of the Broker's fee specified in Section 5 and any other fees Broker is entitled to receive under this  
25 Agreement. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing  
26 Price will be the sales price for purposes of computing Broker's fee. If Broker breaches this Agreement, Broker is  
27 in default and Seller may exercise any remedy at law.

28  
29 33. BINDING EFFECT: Seller's obligation to pay Broker an earned fee is binding upon Seller and Seller's heirs,  
30 administrators, executors, successors and permitted assignees.

31  
32 34. JOINT AND SEVERAL: All Sellers executing this Listing are jointly and severally liable for the performance  
33 of all its terms.

34  
35 35. TIME OF ESSENCE: Time is of the essence of this Agreement and each of its terms.

36  
37 36. Seller hereby agrees that once an offer has been accepted the MLS Status shall be (choose one only):

- 38 ☒ Under Contract Show: The property may be shown even after an offer has been accepted.  
39 ☐ Under Contract No Show: The property will not be shown once an offer has been accepted.  
40 ☐ Determined by seller upon acceptance of the offer.  
41

42 37. 1031 EXCHANGE: The Seller ☐ does -OR- ☒ does not intend to perform an IRC Section 1031 tax deferred  
43 exchange. If yes, Broker is aware and acknowledges that Seller intends to perform an IRC Section 1031 tax  
44 deferred exchange. Broker will cooperate in such an exchange and Seller agrees to hold Broker harmless from any  
45 and all claims, costs, liabilities or delays in time resulting from such an exchange.  
46  
47  
48

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

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

1 **ADDITIONAL TERMS:**

2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_  
5 \_\_\_\_\_  
6 **THE PRE-PRINTED PORTION OF THIS AGREEMENT HAS BEEN APPROVED BY THE GREATER**  
7 **LAS VEGAS ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS THE LEGAL**  
8 **VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. FOR**  
9 **LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.**

10 By signing below, Seller consents to receive transmissions sent from Broker to the e-mail address(es) set  
11 forth. Seller agrees to keep Broker advised of his/her address and telephone number (or a number where  
12 they may be reached within 24 hours) at all times during the term of this Agreement.  
13

14 **SELLER:**

15  
16 Date \_\_\_\_\_ Time \_\_\_\_\_ : \_\_\_\_\_ ☐ AM ☐ PM

17 Seller's Signature \_\_\_\_\_ Printed Name: G N M

18  
19 Phone \_\_\_\_\_ E-Mail \_\_\_\_\_ Address 8546 Procyon St Las Vegas NV 89130-7843  
20  
21

22  
23 Date \_\_\_\_\_ Time \_\_\_\_\_ : \_\_\_\_\_ ☐ AM ☐ PM

24 Seller's Signature \_\_\_\_\_ Printed Name: Mario (Te) Accomando

25  
26 Phone \_\_\_\_\_ E-Mail \_\_\_\_\_ Address 8546 Procyon St Las Vegas NV 89130-7843  
27  
28

29  
30 Date \_\_\_\_\_ Time \_\_\_\_\_ : \_\_\_\_\_ ☐ AM ☐ PM

31 Seller's Signature \_\_\_\_\_ Printed Name: \_\_\_\_\_

32  
33 Phone \_\_\_\_\_ E-Mail \_\_\_\_\_ Address \_\_\_\_\_  
34  
35

36  
37 Date \_\_\_\_\_ Time \_\_\_\_\_ : \_\_\_\_\_ ☐ AM ☐ PM

38 Seller's Signature \_\_\_\_\_ Printed Name: \_\_\_\_\_

39  
40 Phone \_\_\_\_\_ E-Mail \_\_\_\_\_ Address \_\_\_\_\_  
41  
42  
43  
44

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

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



1 **BROKER:**  
2  
3 Company \_\_\_\_\_ exp Realty \_\_\_\_\_  
4 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
5  
6 Phone \_\_\_\_\_ E-Mail \_\_\_\_\_  
7  
8 Designated Licensee Signature \_\_\_\_\_ License No. \_\_\_\_\_  
9  
10 Printed Name: \_\_\_\_\_ Licensee's Phone: \_\_\_\_\_  
11  
12 Broker's Signature \_\_\_\_\_ License No. \_\_\_\_\_  
13  
14 Printed Name: \_\_\_\_\_ Date \_\_\_\_\_ Time: \_\_\_\_\_ : \_\_\_\_\_ ☐ AM ☐ PM  
15  
16 **AN EXCLUSIVE BROKERAGE AGREEMENT MUST BE SIGNED BY THE BROKER TO BE VALID**  
17  
18

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

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

Exclusive Right (ER) Listing Agreement Rev. 04.22

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**PLTFSCMOT0115**

This form presented by Aaron E Zollett | exp Realty | 7025450020 | aaron@homexplos.vegas





## WHAT EVERYONE SHOULD KNOW ABOUT EQUAL OPPORTUNITY IN HOUSING



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

### THE LAW - Civil Rights Act of 1866

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

### Fair Housing Act

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

### Americans with Disabilities Act

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

### Equal Credit Opportunity Act

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

### State and Local Laws

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

### THE RESPONSIBILITIES

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

#### For the Home Seller

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

#### For the Home Seeker

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

This includes the right to expect:

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

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Seller(s) Initials

### FOR THE Real Estate Professional

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

### DEED AND PROPERTY COVENANTS OR RESTRICTIONS OF RECORD

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

*These documents may contain restrictions or covenants based on race, color, religion, sex, handicap, familial status, or national origin. Such restrictions or covenants generally are void and unenforceable as violations of fair housing laws.*

*Be assured that all property is marketed and made available without discrimination based on race, color, religion, sex, handicap, familial status, or national origin. Should you have any questions regarding such restrictions, please contact your attorney.*

### THE EQUAL OPPORTUNITY PROGRAM

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

#### The Code of Ethics

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

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

#### Fair Housing Partnership

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

### FURTHER ASSISTANCE

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

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

#### **EXHIBIT "4"**

Updated listing documents for the property located at 9607 Lamo  
Horse Drive, Las Vegas, Nevada 89123, Bates Nos. PLTFSCMOT0117 -  
PLTFSCMOT0127



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



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

## 1. EXCLUSIVE RIGHT TO SELL:

I/We, M G N ("Seller")  
hereby employs and grants eXp Realty (Company Name, herein after  
"Broker") the exclusive and irrevocable right, commencing on 10/1/2022, and expires at 11:59 p.m. Pacific  
Time on 3/1/2023, to sell, lease or exchange the Real Property located in the City of Las Vegas,  
County of Clark, Nevada, APN#: 177-22-411-025 commonly known as:  
9607 LANE HORSE DR Las Vegas NV 89123-5816 ("the Property").

2. TERMS OF SALE: The listing price shall be \$ 325,000.00, with a suggested amount of an  
Earnest Money Deposit (EMD) of \$ 3,250.00.

Terms available: ☒ Cash ☒ CONV ☒ FHA ☐ Lease ☒ VA ☐ Lease Option ☐ Owner Will Carry  
☐ Other: \_\_\_\_\_

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

Seller ☒ does -OR- ☐ does not authorize Broker to disclose the existence of multiple offers to purchase the  
property to potential buyers. SELLER(S) INITIALS: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Seller ☒ does -OR- ☐ does not authorize Broker to disclose the offer(s), price and terms.  
SELLER(S) INITIALS: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

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

a. The following items of Personal Property are included in the above price and shall be conveyed  
unencumbered in escrow by a valid bill of sale:  
All items listed in the MLS.

b. The following items of Personal Property are excluded from the above price and not included in the  
sale: \_\_\_\_\_

c. This property Does Contains ☐ -OR- Does Not Contain ☒ SMART technology which powers and or  
automates, surveillance systems, security, enviromental controls and home entertainment features but not limited  
to, of the home. If the property so does contain SMART Technology seller will complete a SMART Home  
technology addendum which is incorporated as part of this agreement and identifies the items seller intends to  
convey with the sale. All Attached Fixures must convey unless identified above.

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

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

Seller identifies above items as included or excluded in offering of the Property for sale. Seller understands that the purchase agreement takes precedence over any intention identified above and will ultimately determine what items are included and excluded in the sale. Seller further understands it is their responsibility to ensure the items not included in the sale are addressed in any counter offer to ensure buyers understanding of sellers intent.

d. Leased or Liened Items: The following items are leased or subject to a lien in securing payment:

☐ Solar power system ☐ Alarm system ☐ Propane tank ☐ Water softener

☐ Other(s) \_\_\_\_\_

Seller will provide to Buyer, as a part of the purchase agreement, copies of lease documents, or other documents obligating Seller to pay for such leased or lien items.

**4. TITLE INSURANCE:** Seller agrees to provide Buyer with an owner's policy of title insurance in the amount of the selling price.

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

**IF A SALE:** 4 % of the gross selling price of the Property ☒ AND / ☐ OR \$ 995 (flat fee amount). Seller acknowledges that offers of cooperative compensation are between brokers and are not negotiable between the Seller and Buyer.

**IF A LEASE:** \_\_\_\_\_ % of the total rental agreed to be paid by lessee  
☐ AND / ☐ OR \$ \_\_\_\_\_ (flat fee amount). Seller acknowledges that offers of cooperative compensation are between brokers and are not negotiable between the Seller and Tenant.

**Compensation shall be due:**

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

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

c. if within 180 calendar days of the final termination, including extensions, of this Agreement, the Property is sold, conveyed, or otherwise transferred to anyone with whom the Broker has had negotiations or to whom the Property was shown prior to the final termination. This section (c) shall not apply if Seller enters into a valid Brokerage Listing Agreement with another licensed real estate Broker after the final termination of this Exclusive Brokerage Listing Agreement.

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

e. Broker is authorized to cooperate and divide with other brokers the above compensation in any manner acceptable to Broker. Seller hereby irrevocably assigns to Broker the funds and proceeds of Seller in escrow equal

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

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

1 to the above compensation. In the event any sum of money due under this Agreement remains unpaid for a period  
2 of thirty (30) days, such sum shall bear interest at the rate of ( 10 ) percent per annum from the due date  
3 until paid.

4  
5 **6. DEPOSIT:** Broker is authorized to accept on Seller's behalf a deposit to be applied toward purchase price or  
6 lease. Said deposit shall be held by: (SELECT ONE) ☒ Escrow -OR- ☐ Broker -OR- ☐ Other \_\_\_\_\_.

7  
8 **7. AGENCY RELATIONSHIP:**

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

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

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

20  
21 **8. REQUIRED DISCLOSURES:**

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

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

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

29 d. Seller acknowledges receipt of the Residential Disclosure Guide:

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

31  
32 **9. INDEMNIFICATION:** Seller agrees to save, defend, and hold Broker, GLVAR, and the MLS harmless from  
33 all claims, disputes, litigation, and/or judgments arising from (i) any misrepresentation, breach of warranty or breach  
34 of a promise by Seller in this Listing Agreement (ii) any incorrect information supplied by Seller, (iii) any facts  
35 concerning the Property not disclosed by Seller, including any facts known to Seller relating to adverse conditions  
36 or latent defects, (iv) the use of a keybox, or (v) any injury or damage to persons or property in connection with the  
37 marketing or showing of the Property. This indemnification shall survive Broker's performance and any transfer of  
38 title.

39  
40 **10. FAIR HOUSING:** Broker shall offer the Property for sale or lease without regard to race, color, religion, sex,  
41 national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or handicap and any  
42 other current requirements of federal or state fair housing laws.

43  
44 **11. COMMON INTEREST COMMUNITY:** The Property ☒ is -OR- ☐ is not located within a Common Interest  
45 Community (CIC). If yes, please complete the following:

46 Name of CIC(s): Stone Canyon Sierra  
47 Telephone: 702-458-2580 Dues: \$ 68 payable ☒ monthly -OR- ☐ quarterly  
48 Seller ☒ is -OR- ☐ is not current on all dues and assessments.  
49

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

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

1  
2 Name of CIC(s): \_\_\_\_\_

3 Telephone: \_\_\_\_\_ Dues: \$ \_\_\_\_\_ payable ☐ monthly -OR- ☐ quarterly

4 Seller ☐ is -OR- ☐ is not current on all dues and assessments.

5  
6 Name of CIC(s): \_\_\_\_\_

7 Telephone: \_\_\_\_\_ Dues: \$ \_\_\_\_\_ payable ☐ monthly -OR- ☐ quarterly

8 Seller ☐ is -OR- ☐ is not current on all dues and assessments.

9  
10 If the Property is located within a CIC, Seller acknowledges and agrees to obtain (at Seller's own expense as  
11 required by NRS 116.4109) and/or provide the information required by NRS 116.4109 and 116.41095 to Broker  
12 for delivery to Buyer.

13  
14 **12. SPECIAL ASSESSMENTS:** The Property ☐ is -OR- ☒ is not subject to special government assessments,  
15 such as SID and LID. (For information please go to: [www.amgnv.com](http://www.amgnv.com))  
16 If yes, please complete the following:

17 Balance remaining: \$ \_\_\_\_\_

18 Payment amount: \$ \_\_\_\_\_

19 Payment Due: select one (1) Monthly ☐ Quarterly ☐ Semi Annually ☐ Annually ☐

20  
21  
22 **13. KEYBOX:** Seller ☒ does -OR- ☐ does not authorize Broker to install a keybox (electronic ☒  
23 -OR- mechanical ☐) in connection with the showing of the Property. A mechanical keybox is a combination-type  
24 box that can be opened by anyone who has access to the combination/code. The MLS requires that a valid working  
25 code for a mechanical keybox be included in the listing for ease of showing. The code is a confidential field that is  
26 not intended to be available to the public. Seller acknowledges that they have been advised that:

27  
28 a. The purpose and function of the keybox is to permit access to the interior of the Property by all members  
29 of GLVAR's MLS as well as any licensed professionals necessary to facilitate the sale of the Property;

30 b. Seller should safeguard Personal Property and valuables located within the Property;

31 c. It is not a requirement of the GLVAR's MLS for a Seller to allow the use of a keybox;

32 d. Where a tenant occupies the Property, the tenant's consent is also required, which shall be obtained by  
33 the Seller or his/her Property Manager;

34 e. Seller ☒ does -OR- ☐ does not authorize Broker to issue "One Day Codes" to access the electronic  
35 keybox installed on the property. A "One Day Code" is an electronic means to allow access to the keybox key  
36 compartment. Broker shall only issue such codes to licensed professionals. Broker further agrees to use all  
37 reasonable means to verify the identity of said licensed professionals.

38 f. Owner acknowledges that GLVAR, the MLS, Broker or its Listing Agent is not insuring owner or  
39 occupant against theft, loss or vandalism resulting from such access. Owner is responsible for taking such steps as  
40 may be necessary to secure and protect the Property during any time that a keybox is being used and obtaining  
41 appropriate insurance.

42  
43 **14. RENT/LEASE:** The Property ☐ is -OR- ☒ is not currently occupied by a Tenant.  
44 The Property ☐ is -OR- ☐ is not subject to a management agreement with: (name of Property Manager and phone  
45 number): \_\_\_\_\_ Seller agrees to not rent or  
46 lease the Property during the term of this Agreement without fourteen (14) days prior written notice to Broker.  
47

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

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

1 **15. TAX WITHHOLDING:** Seller agrees to perform any act reasonably necessary to carry out the provisions of  
2 the Foreign Investment in Real Property Tax Act (FIRPTA). If applicable (as designated in the Seller's Response  
3 herein), Seller agrees to complete, sign, and deliver to ESCROW HOLDER a certificate indicating whether Seller  
4 is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA).  
5 A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation; or a  
6 foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Additional  
7 information for determining status may be found at www.irs.gov. Seller understands that if Seller is a foreign person  
8 then the Buyer must withhold a tax in an amount to be determined by ESCROW HOLDER in accordance with  
9 FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW HOLDER the necessary  
10 documents, to be provided by the ESCROW HOLDER, to determine if withholding is required (see 26 USC Section  
11 1445).

12  
13 **FIRPTA DECLARATION:** Seller declares that he/she

14 ☒ is not -OR-

15 ☐ is a foreign person therefore subjecting this transaction to FIRPTA withholding.

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

17  
18 **16. MEDIATION:** The Broker and Seller agree to negotiate in good faith in an effort to resolve any dispute related  
19 to this Listing Agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the  
20 dispute will be submitted to a mediator agreed to by the parties. Mediation fees, if any, shall be divided equally  
21 among the parties involved. By initialing below, the parties confirm that they have read and understand this section  
22 and voluntarily agree to the provisions thereof.

23 **SELLER(S) INITIALS:** \_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_ **BROKERS INITIALS:** \_\_\_\_/\_\_\_\_

24  
25 **17. MULTIPLE LISTING SERVICE (MLS):** Broker is a participant of THE GREATER LAS VEGAS  
26 ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service (MLS), and listing information about the  
27 Property will be provided to the MLS to be published and disseminated to its Participants and Subscribers in  
28 accordance with its Rules and Regulations and Sections 18, 19, 20 and 22 herein, unless Seller selects the Office  
29 Exclusive option in Section 21 and signs the Office Exclusive Form. Broker is authorized to cooperate with other  
30 real estate Brokers, and to report the sale, its price, terms and financing for the publication, dissemination  
31 information and use by authorized Association members, MLS Participants and Subscribers.

32  
33 **18. MARKETING AND ADVERTISING:** Seller acknowledges that, unless Seller signs photo exclusion,  
34 photographs of the Property may be taken for publication in the MLS computer system. Subject to Section 20,  
35 Seller agrees that the Property may be advertised in any and all formats of media including but not limited to  
36 electronic and print advertising. Should Seller provide photographs of the Property, Seller warrants and represents  
37 that Seller has the ownership rights to said photographs and by providing said photographs irrevocably assigns any  
38 and all ownership rights to the Broker. Seller further acknowledges that once images are placed on the Internet,  
39 neither the Broker nor the Seller have control over who can view such images and what use viewers may make of  
40 the images or how long such images may remain on the internet.

41  
42 Seller acknowledges that prospective buyers and/or other persons coming on to the property may take photographs,  
43 video and/or other images of the property. Seller understands that Broker does not have the ability to control or  
44 block the taking of and use of images by such persons. Once the images are taken and or put into electronic display  
45 on the Internet or otherwise published neither the Broker nor the Seller has control over how such images are used.

46  
47 Seller ☒ does -OR- ☐ does not authorize Broker to commence public marketing and advertising activities.

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

49  
Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

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



1 **19. SIGN:** Seller ☒ does -OR- ☐ does not authorize Broker to install a FOR SALE/LEASE sign on the Property.  
2 (Seller may only authorize a sign if Seller has authorized marketing/advertising in Section 18.)  
3

4 **20. SELLER OPT OUTS:** Seller further understands and acknowledges that MLS will disseminate the Property's  
5 listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet sites, as well  
6 as other online providers, and that such sites are generally available to the public. Some, but not all, of these websites  
7 may include a commentary section where consumers may include reviews and comments about the Property in  
8 immediate conjunction with the listing (blogging), or provide a link to the comments. In addition, some, but not all,  
9 of these websites may display an automated estimate of the market value of the Property in immediate conjunction  
10 with the listing, or provide a link to the estimate. Seller can instruct Broker to have the MLS not display the property  
11 on the Internet. Seller also can instruct the MLS to not display the Property address on the Internet. Seller  
12 understands that these opt outs would mean consumers searching for listings on the Internet may not see the Property  
13 or the Property's address in response to their search.  
14

15 Seller may opt-out of any of the following features by initialing the appropriate space(s) below:  
16

17 a. \_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_ I/we have advised the Broker that I/we **DO NOT** want a  
18 **commentary section** displayed or linked to the listed Property (the site operator may indicate that the  
19 feature was disabled at the request of the seller).  
20

21 b. \_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_ I/we have advised the Broker that I/we **DO NOT** want an **automated**  
22 **estimate of value** displayed or linked to the listed Property (the site operator may indicate that the feature  
23 was disabled at the request of the seller). \*Please note that this automated estimate of value restriction  
24 applies to VOW offices only. Virtual Office Websites ("VOWs") are Internet sites operated by MLS  
25 Participant Brokers through which they establish relationships and work with clients and customers in  
26 cyberspace in ways similar to how real estate professionals interact with clients and customers in a "brick  
27 and mortar" environment. This restriction does not apply to automated estimates of value created by non-  
28 MLS Participant websites.  
29

30 **—OR—**

31 c. \_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_ Seller does **NOT** opt out of any of the above.  
32

33 **21. OFFICE EXCLUSIVE:** Seller does not authorize Broker to disseminate listing information about the Property  
34 via GLVAR MLS, however Seller acknowledges and agrees that Broker will file the fully executed Office Exclusive  
35 Form with GLVAR MLS in accordance with GLVAR MLS Rules and Regulations. Further, Seller acknowledges  
36 and agrees that if there is any Public Marketing of an Office Exclusive listing, then Broker must submit the listing  
37 to GLVAR MLS for dissemination to its participants within one (1) business day of the Public Marketing. Public  
38 Marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing  
39 websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts),  
40 multi-brokerage listing sharing networks, and applications available to the general public.

41 Seller ☐ does -OR- ☒ does **NOT** select an Office Exclusive listing. (Seller may not select this option if Seller has  
42 authorized marketing/advertising in Section 18.)

43 **SELLER(S) INITIALS:** \_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_  
44

45 **22. USE OF LISTING CONTENT:** Seller acknowledges and agrees that all photographs, images, graphics, video  
46 recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other  
47 copyrightable elements relating to the Property provided by Seller to Broker or Broker's agent (the "Broker Listing  
48 Content") and any changes thereto, may be filed with MLS, included in compilations of listings, and otherwise  
49 distributed, publicly displayed and reproduced in any medium. Seller hereby grants to Broker a non-exclusive,

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

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

1 irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display, and  
2 reproduce the Broker Listing Content, to prepare derivative works of the Broker Listing Content, and to distribute  
3 the Broker Listing Content or any derivative works thereof in any medium. This non-exclusive license shall survive  
4 the termination of this Agreement for any reason whatever. Seller represents and warrants to Broker that the Broker  
5 Listing Content, and the license granted to Broker for the Broker Listing Content, do not violate or infringe upon  
6 the rights, including any copyright rights, of any person or entity. Seller acknowledges and agrees that as between  
7 Seller and Broker, all Broker Listing Content is owned exclusively by Broker, and Seller has no right, title or interest  
8 in or to any Broker Listing Content.  
9

10 **23. NEVADA LAW:** This Agreement is executed and intended to be performed in the State of Nevada, and the  
11 laws of Nevada shall govern its interpretation and effect. The parties agree that the State of Nevada, and the county  
12 in which the Property is located, is the appropriate judicial forum for any litigation, related to this Agreement.  
13

14 **24. ENTIRE CONTRACT:** All prior negotiations and agreements between the parties are incorporated in this  
15 Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final, complete, and  
16 exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence  
17 of any prior agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum, or  
18 modification, including any photocopy or facsimile, may be executed in two or more counterparts, all of which shall  
19 constitute one and the same writing. The terms of this Agreement may not be amended, modified or altered except  
20 through a written agreement signed by all of the parties hereto. **The parties agree that an MLS Change Order**  
21 **signed by Broker and Seller shall act as a valid written addendum to this Agreement.**  
22

23 **25. PARTIAL INVALIDITY:** In the event that any provision of this Agreement shall be held to be invalid or  
24 unenforceable, such ruling shall not affect the validity or enforceability of the remainder of the Agreement in any  
25 respect whatsoever.  
26

27 **26. ATTORNEY'S FEES:** In the event suit is brought by either party to enforce this Agreement, the prevailing  
28 party is entitled to court costs and reasonable attorney's fees. If Broker hires an attorney to enforce the collection  
29 of any commission payable pursuant to this Listing Agreement and is successful in collecting some or all of such  
30 commission without commencing any action or proceeding, Seller agrees to pay such broker's reasonable attorneys'  
31 fees and costs and Seller agrees to pay interest at the legal rate on all compensation and other amounts owned or  
32 due to Broker from the time due until paid in full.  
33

34 **27. DAMAGES CAP** Notwithstanding any provision to the contrary contained in this Agreement, if Broker shall  
35 be liable to Seller for any matter arising from this Agreement, whether based upon an action or claim in contract,  
36 warranty, equity, negligence, intended conduct or otherwise (including any action or claim arising from an act or  
37 omission, negligent or otherwise, of the liable party) the maximum aggregate liability of Broker to Seller under  
38 this agreement shall not exceed the aggregate commission amount that has been paid by Seller to Broker.  
39

40 **28. WARRANTY OF OWNERSHIP:** Seller warrants that Seller is the sole owner of the Property or has the  
41 authority to execute this Agreement. By signing below Seller acknowledges that Seller has read and understands  
42 this Agreement and agrees to the terms thereof.  
43

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

48 a. A Notice of Default (Breach) and Election to Sell ☒ has not **-OR-** ☐ has (date: \_\_\_\_\_) been  
49 recorded against the Property. If a Notice of Default has not been recorded against the Property as of the date  
50 of this Agreement, Seller agrees to notify Broker within five (5) business days of receipt of such a notice.  
Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

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

1 Seller understands that the recording of a Notice of Default begins a statutory foreclosure period, which varies in  
2 duration. At the end of the foreclosure period, the Property typically will be sold at a Trustee's Sale (foreclosure  
3 sale) and Seller will lose all rights and interest in the Property.

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

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

11 SELLER(S) INITIALS: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
12

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

16  
17 **31. RECOMMENDATIONS:** If Broker recommends a builder, contractor, escrow company, title company, pest  
18 control service, appraiser, lender, home inspection company or home warranty company or any other person or  
19 entity to Seller for any purpose, said recommendation shall be independently investigated and evaluated by Seller,  
20 who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity  
21 recommended by Broker will be based solely upon such independent investigation.

22  
23 **32. DEFAULT:** If Seller materially breaches this Listing, Seller is in default and will be liable to Broker for the  
24 amount of the Broker's fee specified in Section 5 and any other fees Broker is entitled to receive under this  
25 Agreement. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing  
26 Price will be the sales price for purposes of computing Broker's fee. If Broker breaches this Agreement, Broker is  
27 in default and Seller may exercise any remedy at law.

28  
29 **33. BINDING EFFECT:** Seller's obligation to pay Broker an earned fee is binding upon Seller and Seller's heirs,  
30 administrators, executors, successors and permitted assignees.

31  
32 **34. JOINT AND SEVERAL:** All Sellers executing this Listing are jointly and severally liable for the performance  
33 of all its terms.

34  
35 **35. TIME OF ESSENCE:** Time is of the essence of this Agreement and each of its terms.

36  
37 **36.** Seller hereby agrees that once an offer has been accepted the MLS Status shall be (choose one only):

- 38 ☒ Under Contract Show: The property may be shown even after an offer has been accepted.  
39 ☐ Under Contract No Show: The property will not be shown once an offer has been accepted.  
40 ☐ Determined by seller upon acceptance of the offer.

41  
42 **37. 1031 EXCHANGE:** The Seller ☐ does -OR- ☒ does not intend to perform an IRC Section 1031 tax deferred  
43 exchange. If yes, Broker is aware and acknowledges that Seller intends to perform an IRC Section 1031 tax  
44 deferred exchange. Broker will cooperate in such an exchange and Seller agrees to hold Broker harmless from any  
45 and all claims, costs, liabilities or delays in time resulting from such an exchange.

46  
47  
48  
Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

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

1 **ADDITIONAL TERMS:**

2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_  
5 \_\_\_\_\_  
6 **THE PRE-PRINTED PORTION OF THIS AGREEMENT HAS BEEN APPROVED BY THE GREATER**  
7 **LAS VEGAS ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS THE LEGAL**  
8 **VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. FOR**  
9 **LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.**

10 By signing below, Seller consents to receive transmissions sent from Broker to the e-mail address(es) set  
11 forth. Seller agrees to keep Broker advised of his/her address and telephone number (or a number where  
12 they may be reached within 24 hours) at all times during the term of this Agreement.  
13

14 **SELLER:**

15  
16 Date \_\_\_\_\_ Time \_\_\_\_\_ : \_\_\_\_\_ ☐ AM ☐ PM

17  
18 Seller's Signature \_\_\_\_\_ Printed Name: **M G N**

19  
20 Phone \_\_\_\_\_ E-Mail \_\_\_\_\_ Address **9607 Lane Horse Dr Las Vegas NV 89123-2874**

21  
22  
23 Date \_\_\_\_\_ Time \_\_\_\_\_ : \_\_\_\_\_ ☐ AM ☐ PM

24  
25 Seller's Signature \_\_\_\_\_ Printed Name: \_\_\_\_\_

26  
27 Phone \_\_\_\_\_ E-Mail \_\_\_\_\_ Address \_\_\_\_\_

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30 Date \_\_\_\_\_ Time \_\_\_\_\_ : \_\_\_\_\_ ☐ AM ☐ PM

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32 Seller's Signature \_\_\_\_\_ Printed Name: \_\_\_\_\_

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34 Phone \_\_\_\_\_ E-Mail \_\_\_\_\_ Address \_\_\_\_\_

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37 Date \_\_\_\_\_ Time \_\_\_\_\_ : \_\_\_\_\_ ☐ AM ☐ PM

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39 Seller's Signature \_\_\_\_\_ Printed Name: \_\_\_\_\_

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41 Phone \_\_\_\_\_ E-Mail \_\_\_\_\_ Address \_\_\_\_\_  
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**Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.**

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

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

SELLER(S) INITIALS:           /          /          /          

Exclusive Right (ER) Listing Agreement Rev. 04.22

Page 10 of 11 ©2022 Greater Las Vegas Association of REALTORS®

**PLTFSCMOT0126**

This form presented by Aaron E Zollett | aXp Realty | 7025450020 | Aaron@homeprosnv.com





## WHAT EVERYONE SHOULD KNOW ABOUT EQUAL OPPORTUNITY IN HOUSING



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

### THE LAW - Civil Rights Act of 1866

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

### Fair Housing Act

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

### Americans with Disabilities Act

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

### Equal Credit Opportunity Act

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

### State and Local Laws

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

### THE RESPONSIBILITIES

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

#### For the Home Seller

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

#### For the Home Seeker

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

This includes the right to expect:

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

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**Seller(s) Initials**

### FOR THE Real Estate Professional

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

### DEED AND PROPERTY COVENANTS OR RESTRICTIONS OF RECORD

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

*These documents may contain restrictions or covenants based on race, color, religion, sex, handicap, familial status, or national origin. Such restrictions or covenants generally are void and unenforceable as violations of fair housing laws.*

*Be assured that all property is marketed and made available without discrimination based on race, color, religion, sex, handicap, familial status, or national origin. Should you have any questions regarding such restrictions, please contact your attorney.*

### THE EQUAL OPPORTUNITY PROGRAM

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

#### The Code of Ethics

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

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

#### Fair Housing Partnership

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

#### FURTHER ASSISTANCE

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

Complaints alleging discrimination in housing may be filed with the nearest office of the Department of Housing and Urban Development (HUD), or by calling HUD's Discrimination Hotline at 1-800-669-9777, 1-800-280-1617 (TTY). For information and publications on fair housing, call HUD's Fair Housing Information Clearinghouse at 1-800-343-3442.



CHLG

Name: Mario Accomando

Address: 8546 Procyon Street

Las Vegas, NV. 89139

Telephone: 773.308.5041

Email Address: ninaa1948@yahoo.com

IN PROPER PERSON

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

GEORGANN ROSE ACCOMANDO

Plaintiff / Petitioner.

CASE NO.: D-21-628915-D

DEPT: M

vs.

MARIO ACCOMANDO

Defendant / Respondent.

**PEREMPTORY CHALLENGE**

I request that this case be re-assigned from Judge Amy Mastin in  
Department M to another Judge, pursuant to Nevada Supreme Court Rule 48.1.

I declare, under penalty of perjury under the law of the State of Nevada, that the  
foregoing is true and correct.

DATED this 18th day of September, 2022.

Submitted By: (Signature)



Printed Name: Mario Accomando



DISTRICT COURT  
CLARK COUNTY, NEVADA

\* \* \* \*

GEORGANN ROSE ACCOMANDO,  
PLAINTIFF  
VS.  
MARIO ACCOMANDO, DEFENDANT.

CASE NO.: D-21-628915-D  
DEPARTMENT A

**NOTICE OF DEPARTMENT REASSIGNMENT**

NOTICE IS HEREBY GIVEN that the above-entitled action has been randomly  
reassigned to Department A Judge.

- ☒ This reassignment follows the filing of Peremptory Challenge of Judge Mastin.  
☐ This reassignment is due to the recusal of Judge. See minutes in file.  
☐ This reassignment is due to: N/A.

ANY TRIAL DATE IS VACATED AND WILL BE RESET BY THE NEW  
DEPARTMENT.

Any motions or hearings presently scheduled in the FORMER department will be  
heard by the NEW department as set forth below. Motion on January 12, 2023, at  
10:00 AM.

PLEASE INCLUDE THE NEW DEPARTMENT NUMBER ON ALL FUTURE  
FILINGS.

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Stephen Mislan  
Deputy Clerk of the Court



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☐ I mailed, via first-class mail, postage fully prepaid, the foregoing Clerk's Notice Department of Reassignment to:

Mario Accomando  
8546 Procyon St.  
LAs Vegas, NV 89139

Maria L. Milano  
Mario Accomando

/s/ Stephen Mislan  
Deputy Clerk of the Court



DISTRICT COURT  
CLARK COUNTY, NEVADA

\* \* \* \*

GEORGANN ROSE ACCOMANDO,  
PLAINTIFF  
VS.  
MARIO ACCOMANDO, DEFENDANT.

CASE NO.: D-21-628915-D  
DEPARTMENT M

**NOTICE OF DEPARTMENT REASSIGNMENT**

NOTICE IS HEREBY GIVEN that the above-entitled action has been randomly  
reassigned to Judge Amy M. Mastin.

- ☐ This reassignment follows the filing of Peremptory Challenge of Judge .
- ☐ This reassignment is due to the recusal of Judge AMY M. MASTIN. See minutes  
in file.
- ☒ This reassignment is due to: Pursuant to SCR 48.1(3)(a) and SCR 48.1(5)

ANY TRIAL DATE IS VACATED AND WILL BE RESET BY THE NEW  
DEPARTMENT.

Any motions or hearings presently scheduled in the FORMER department will be  
heard by the NEW department as set forth below.

Motion, for An Order to Show Cause on November 03, 2022, at 1:30 PM.

PLEASE INCLUDE THE NEW DEPARTMENT NUMBER ON ALL FUTURE  
FILINGS.

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Timothy Vigil  
Deputy Clerk of the Court

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☒ I mailed, via first-class mail, postage fully prepaid, the foregoing Clerk's Notice Department of Reassignment to:

Mario Accomando  
8546 Procyon St.  
LAs Vegas, NV 89139

Maria L. Milano  
Mario Accomando

/s/ Timothy Vigil  
Deputy Clerk of the Court

DISTRICT COURT  
CLARK COUNTY, NEVADA

\*\*\*\*

Electronically Filed  
9/29/2022 10:52 AM  
Steven D. Grierson  
CLERK OF THE COURT



Georgann Rose Accomando, Plaintiff  
vs.  
Mario Accomando, Defendant.

Case No.: D-21-628915-D  
Department M

**NOTICE OF HEARING**

Please be advised that the Plaintiff's Motion for An Order to Show Cause Regarding Contempt and the Imposition of Sanctions for Defendant's Failure to Comply with Terms of Decree of Divorce in the above-entitled matter is set for hearing as follows:

**Date:** November 03, 2022  
**Time:** 1:30 PM  
**Location:** Courtroom 04  
Family Courts and Services Center  
601 N. Pecos Road  
Las Vegas, NV 89101

**NOTE: Under NEFCR 9(d), if a party is not receiving electronic service through the Eighth Judicial District Court Electronic Filing System, the movant requesting a hearing must serve this notice on the party by traditional means.**

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Timothy Vigil  
Deputy Clerk of the Court

**CERTIFICATE OF SERVICE**

I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion Rules a copy of this Notice of Hearing was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.

By: /s/ Timothy Vigil  
Deputy Clerk of the Court



DECLARATION IN SUPPORT OF EX PARTE MOTION  
FOR AN ORDER SHORTENING TIME

I declare under penalty of perjury:

1. I represent the Plaintiff in the above entitled case and that I have personal knowledge of the facts contained herein and am competent to testify to these facts.

2. There is a hearing scheduled for Plaintiff's Motion for an Order to Show Cause Regarding Contempt and the Imposition of Sanctions for Defendant's Failure to Comply with Terms of the Divorce Decree on November 3, 2022 at 1:30PM.

3. The opposing party was e-served with said Motion on August 29, 2022 and together with the Notice of Hearing on September 6, 2022.

4. That following a trial on March 7, 2022, a Decree of Divorce was entered in this case on July 6, 2022.

5. That by the terms of the Decree of Divorce:

A. The Parties' marital residence located at 8546 Procyon Street, Las Vegas, Nevada 889139, and eight parcels of vacant land in Golden Valley Arizona were to be listed for sale within sixty (60) days.

B. The rental property located at 9607 Lame Horse Drive, Las Vegas, Nevada 89123 was awarded to the Plaintiff in satisfaction spousal support in the amount of \$320,000 awarded to her. That the Lame Horse Drive Property was to be appraised and that should the appraised value of said property excess \$320,000, the Plaintiff would be responsible to pay said amount to Defendant through offsets from the sale of other real property.

1 C. That the Defendant was to cooperate in regards to the  
2 listing, transfer and sale of the above properties.

3 D. That Defendant was to provide the Plaintiff with a  
4 Copy of the Chase Bank account statement for March, 2022  
5 demonstrating the total amount of community funds he had  
6 transferred into the Parties' daughter's name and then  
7 transfer half of said amount to the Plaintiff.

8 E. Defendant was to add Plaintiff's name to the  
9 Parties' daughter's tuition account;

10 F. Defendant was no longer to receive cash payments  
11 from the tenants at the Procyon address and the Lane  
12 Horse Drive address, or from the two individuals who were  
13 making payments on two parcels of land Defendant sold in  
14 Parhump. Defendant was further to provide the Plaintiff  
15 with proof of receipt of said payments and to pay to the  
16 Plaintiff one half of all payments received from those  
17 sources.

18 G. Defendant was to provide the Plaintiff with an  
19 accounting of all rental income received from the Lane  
20 Horse Drive property for the past two (2) years.

21 6. Defendant has complied with none of the above orders.

22 7. Plaintiff had all of the properties appraised and listing  
23 documents prepared, along with a Quit Claim Deed transferring  
24 ownership of the Lane Horse Drive property to her. These documents  
25 were mailed to the Defendant on July 6, 2022. Defendant refused to  
26 sign any of the documents.

27 8. On June 17, 2022 the Defendant filed for Chapter 13,  
28 Bankruptcy in the United States Bankruptcy Court in the District of

1 Nevada under case number 22-12097-ABL, in spite of testifying under  
2 oath during the divorce trial that he had no debt and in spite of  
3 holding assets valued to be worth over \$1.8 million dollars.

4 9. The Defendant's bankruptcy filing effectively tolled  
5 further proceedings in this court to enforce the terms of the  
6 Decree.

7 10. Plaintiff filed a Motion to lift the stay in Bankruptcy  
8 Court which was granted on August 24, 2022, and filed the present  
9 Motion forthwith. An Order lifting the stay was filed with this  
10 court on August 29, 2022.

11 11. The Defendant's bankruptcy was then voluntarily dismissed  
12 on September 1, 2022.

13 12. On September 20, 2022 Defendant transferred ownership of  
14 both the Lane Horse Drive property, which was awarded to the  
15 Plaintiff, and the Procyon property from the MGN Trust to the NMA  
16 Trust without the consent of the Plaintiff who was a trustee of MGN  
17 Trust which can only be seen as a fraudulent conveyance and done in  
18 an attempt to strip her of her ownership rights to those  
19 properties.

20 13. Additionally, on September 19, 2022, three days before  
21 the scheduled hearing on the present Motion, the Defendant filed  
22 his second peremptory challenge in direct contradiction to SCR  
23 48.1.

24 14. As a result of the Defendant's second filing of a  
25 peremptory challenge in contradiction to Court Rules, Judge Kathy  
26 Hardcastle issued a Minute Order asking for the case to be  
27 transferred back to Department M.

28 15. As a result of the Defendant's continued attempts to



1 delay the enforcement of the Decree of Divorce and his egregious  
2 and continued failure to comply with the Court's orders, Plaintiff  
3 asks that the Court issue an Order precluding the Defendant from  
4 filing any further documents without the Court's prior approval as  
5 the Defendant will continue to file rogue documents to delay the  
6 enforcement of the Court's Orders.

7 15. As a result of the Defendant's continued contempt of this  
8 Court's Orders and his merit-less attempts to delay the enforcement  
9 of those Orders, the Plaintiff is on the verge of becoming homeless  
10 in spite of the fact that she holds a community share of valuable  
11 property that the Defendant has full control over. Plaintiff is 68  
12 years old with almost no work history or job skills and is forced  
13 to survive on approximately \$600 per month in Social Security  
14 income.

15 16. Additionally, the longer the real estate holdings are not  
16 listed for sale, the more difficult they will become to sell as  
17 mortgage interest rates continue to increase, and are expected to  
18 increase even further before the end of this year.

19 17. Plaintiff was counting on the transfer of funds from the  
20 Chase Bank account in order to financially survive until the real  
21 property could be sold, but Defendant has refused to transfer said  
22 amount, which, according to the March, 2022 bank account statement,  
23 this attorney was forced to subpoena, totaled \$66,988.35, half of  
24 which would be \$33,494.17.

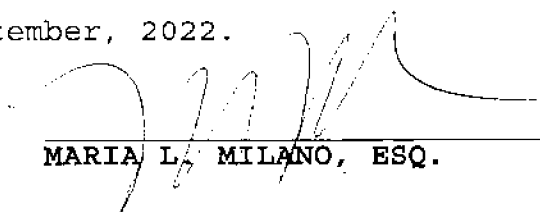
25 18. As Plaintiff is on the verge of becoming destitute  
26 and homeless, and the longer it takes for the real property to be  
27 listed for sale will likely result in lower sale proceeds, she begs  
28 the Court to grant her request to hear her Motion on an Order

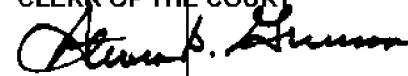
1 Shortening time and for the Court to do whatever is necessary to  
2 enforce the terms of the Decree of Divorce, including, but not  
3 limited to, applying NRCF 70 so that the listing, transfer and sale  
4 documents can be executed, awarding the Plaintiff exclusive  
5 possession of the Procyon address so that she may prepare and  
6 maintain it for sale, or even incarcerating the Defendant.

7 19. This Ex Parte Motion for an Order Shortening Time is made  
8 in good faith.

9 20. I declare under penalty of perjury under the law of the  
10 State of Nevada that the foregoing is true and correct.

11 DATED this 29 day of September, 2022.

12   
13 \_\_\_\_\_  
14 MARIA L. MILANO, ESQ.  
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MSTY  
Mario Accomando  
8546 Procyon Street  
Las Vegas, NV. 89139  
773.308.5041  
Ninaa1948@yahoo.com

**EIGHTH JUDICIAL DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA**

Georgann Rose Accomando,

Plaintiff,

v.

Mario Accomando, Defendant.

Case No. D-21-628915-D

Dept: M

(No Hearing Requested)

**EX PARTE MOTION FOR STAY OF DISTRICT FAMILY COURT  
PROCEEDINGS WHILE IN APPEAL**

**COMES NOW** the Defendant, Mario Accomando and so moves the Court for a stay of the District Family Court proceedings during appeal. The Defendant has filed a Notice Of Appeal on 08/31/2022 and such action is currently pending in the Nevada State Supreme Court under case number #85275. The Defendant has moved the Appellate Court for a stay of all District Court Proceedings premised upon the orders that have been issued in that it will cause direct and unrecoverable harm to the minor child (Nina Accomando).

The Defendant has cause to believe that orders issued by the District Court will serve as no benefit other than financial to the Plaintiff and only serves to cause both mental and physical harm to the minor child and financial distress on the Defendant in his ability to provide for the minor child. The District Court has ordered that the minor child can determine as to who will have actual custody and she has so chosen to reside with the Defendant and continue her present education at Desert Oasis High School. The District Court has enter an order that will cause the minor child to be relocated mid-term

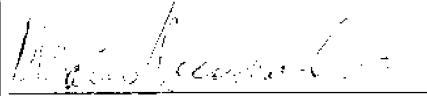
1 To another school where she will lose all of her associations that she has established at her current high  
2 school. It would seem that the Plaintiff has little to no concern as to the health and welfare of the minor  
3 child and only to benefit the financial status of the Plaintiff. Several orders so entered into the decree  
4 will serve only to benefit the financial status of the Plaintiff this to include an award of 50% of funds that  
5 were being accumulated for the minor child's college fund which is set to begin in the 2023 year. The  
6 Defendant has only enlarged this fund and has never made any form of withdrawal from it for any reason  
7 whatsoever.

8  
9 It is the Defendant's belief and will present evidence to support in appeal that the Plaintiff has  
10 Presented false testimony to the District Court that if such was available at trial it would have given the  
11 District Court cause to consider and render a different outcome than what is on record. The Plaintiff's  
12 attorney has presented sworn testimony to the District Court that the Plaintiff is destitute and without  
13 funds to survive. where in retrospect and fact, the Plaintiff as of recent traveled back to Chicago for a  
14 vacation and while there visited the cemetery where her Mother is buried and while there had a meeting  
15 with the cemetery staff to view mausoleum crypts to move her Mother to at considerable expense. This  
16 coupled with travel expenses does not present a person who is destitute.

17 The Defendant is of the belief that if the District Court allows for the Plaintiff to proceed, that  
18 direct and absolute harm will come to both the minor child and the Defendant in that as specific assets  
19 and funds will never be able to be recovered if the Defendant is denied a stay and is successful on appeal.  
20 During the divorce proceedings, the Plaintiff has never "once" asked for visitation of the minor child, has  
21 never contacted her school, has never inquired into the health of the minor child, in fact the Plaintiff has  
22 no interest whatsoever of the minor child and only serves to cause harm and benefit financially from such.  
23 To pursue release of the minor child's college fund only shows that the Plaintiff's intent is to cause harm.  
24 The Defendant fears that the Plaintiff will liquidate all of the assets and leave the state/country  
25 with her present Boyfriend "Bob".  
26  
27  
28

1 The Defendant offers that if granted a stay that he will post bond equal to any amount that the  
2 Plaintiff be able to post to secure the assets during appeal. The Defendant so requests the District Court to  
3 order a stay during appeal.

4  
5 Respectfully submitted.

6   
7

8 Mario Accomando: Pro Se

9 September 29, 2022.  
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*Amy M. Mastin*  
CLERK OF THE COURT

1 **OST**  
2 **MARIA L. MILANO, ESQ.**  
3 Nevada Bar # 7121  
4 **REZA ATHARI & ASSOCIATES, PLLC**  
5 3365 Pepper Ln., Suite 102  
6 Las Vegas, NV 89120  
7 Tel: (702) 727-7777 Fax: (702) 458-8508  
8 mariamilano@atharilaw.com  
9 Attorney for Plaintiff,  
10 **GEORGANN ROSE ACCOMANDO**

11 **DISTRICT COURT, FAMILY DIVISION**  
12 **CLARK COUNTY, NEVADA**

13 **GEORGANN ROSE ACCOMANDO,**

14 Plaintiff,

15 vs.

16 **MARIO ACCOMANDO,**

17 Defendant,

)  
) **CASE NO.: D-21-628915-D**  
) **DEPT. NO.: M**

18 **ORDER SHORTENING TIME**

19 Upon application of the Plaintiff, GEORGANN ROSE ACCOMANDO, by  
20 and through her attorneys of record, MARIA L. MILANO, ESQ. OF REZA  
21 ATHARI & ASSOCIATES, and good cause appearing therefore:

22 IT IS HEREBY ORDERED that the time for hearing Movant's Motion  
23 for an Order to Show Cause Regarding Contempt and the Imposition of  
24 Sanctions for Defendant's Failure to Comply with Terms of the  
25 Divorce Decree, on Order Shortening Time is hereby shortened and  
26 shall be heard on the 4th day of October, 2022 at the hour of  
27 11:00 a.m. before the Eighth Judicial District Court Family  
28 Division located at 601 N. Pecos Road, Las Vegas, Nevada 89101.

Respectfully Submitted by:

29 *[Signature]*  
30 **MARIA L. MILANO, ESQ.**  
31 Nevada Bar No. 7121  
32 **REZA ATHARI & ASSOCTATES**  
33 3365 Pepper Lane, Suite 102  
34 Las Vegas, NV 89120  
35 Attorneys for Plaintiff,  
36 **GEORGANN ROSE ACCOMANDO**

*[Signature]*  
008 063 3EED 8016  
Amy M. Mastin  
District Court Judge

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Georgann Rose Accomando,  
Plaintiff

CASE NO: D-21-628915-D

7 vs.

DEPT. NO. Department M

8  
9 Mario Accomando, Defendant.

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

12 This automated certificate of service was generated by the Eighth Judicial District  
13 Court. The foregoing Order Shortening Time was served via the court's electronic eFile  
system to all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 9/30/2022

15 State Department

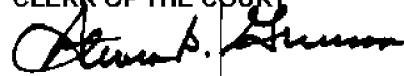
statedepartment@atharilaw.com

16 Maria Milano

mariamilano@atharilaw.com

17 Mario Accomando

ninaa1948@yahoo.com



1 **NOTC**

2 Mario Accomando, Pro Se  
3 8546 Procyon Street  
4 Las Vegas, NV. 89139  
5 773.308.5041  
6 ninaa1948@yahoo.com

7 **DISTRICT COURT**  
8 **CLARK COUNTY, NEVADA**

9 GEORGANN ACCOMANDO

Plaintiff.

CASE NO.: D-21-628915\_D  
DEPT NO.: M

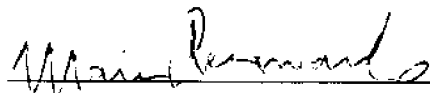
10 vs.

11 MARIO ACCOMANDO

Defendant.

12  
13  
14 **NOTICE**

15  
16 Please take notice that the Defendant **MARIO ACCOMANDO** filed Chapter 13 on 10/03/2022  
17 in the United States Bankruptcy Court in the District of Nevada under case number 22-13554-ABL and  
18 the case has been assigned to Judge August B. Landis. Attached hereto you will find the Notice of  
19 Bankruptcy Case Filing. Rulings and outstanding matters in reference to the above referenced Clark  
20 County District Court Case are incorporated therein and notice is hereby given.

21  
22 

23 Mario Accomando  
24 8546 Procyon  
25 Las Vegas, NV. 89139  
26 ninaa1948@yahoo.com  
27  
28

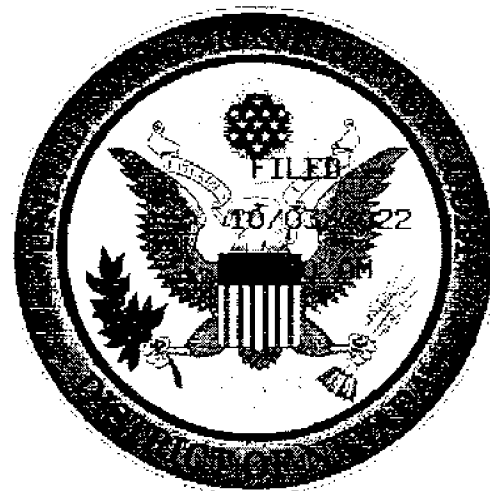


United States Bankruptcy Court  
District of Nevada

## Notice of Bankruptcy Case Filing

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 13 of the United States Bankruptcy Code, entered on 10/03/2022 at 09:08 AM and filed on 10/03/2022.

**MARIO ACCOMANDO**  
8546 PROCYON  
LAS VEGAS, NV 89139  
SSN / ITIN: xxx-xx-4964  
Tax ID / EIN: 88-6509569  
*dba* **MGN TRUST**



The bankruptcy trustee is:

**22-13554 ABL**

**RICK A. YARNALL**  
701 BRIDGER AVE., #820  
LAS VEGAS, NV 89101  
(702) 853-4500

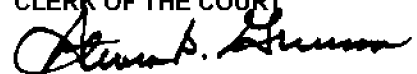
The case was assigned case number 22-13554-abl to Judge AUGUST B. LANDIS.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page <http://www.nvb.uscourts.gov> or at the Clerk's Office, 300 Las Vegas Blvd., South, Las Vegas, NV 89101.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

**Mary A. Schott**  
**Clerk, U.S. Bankruptcy Court**



1 NEOJ  
2 MARIA L. MILANO, ESQ.  
3 Nevada Bar No. 7121  
4 REZA ATHARI & ASSOCIATES  
5 A Multi-jurisdictional Law Firm  
6 3655 Pepper Lane, Suite 102  
7 Las Vegas, Nevada 89120  
8 Tel: (702)727-7777  
9 Fax: (702)458-8508  
10 Email: [mariamilano@atharilaw.com](mailto:mariamilano@atharilaw.com)  
11 Attorney for Plaintiff,  
12 GEORGANN ROSE ACCOMANDO

7 DISTRICT COURT, FAMILY DIVISION  
8 CLARK COUNTY, NEVADA

9 \* \* \* \* \*

10 GEORGANN ROSE ACCOMANDO, )  
11 )  
12 Plaintiff, )  
13 vs. )  
14 MARIO ACCOMANDO, )  
15 Defendant. )  
16 )

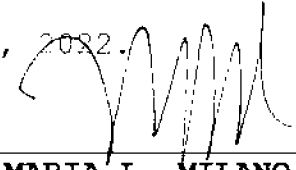
CASE NO: D-21-628915-D  
DEPT NO: M

17 NOTICE OF ENTRY OF ORDER

18 PLEASE TAKE NOTICE that an Order was entered in the above-  
19 entitled matter on September 30, 2022, a true and correct copy is  
20 attached hereto.

21 DATED this 3 day of October, 2022.

22 By:




23 MARIA L. MILANO, Esq.  
24 Nevada Bar # 7121  
25 REZA ATHARI & ASSOCIATES, PLLC  
26 A Multi-Jurisdictional Firm  
27 3365 Pepper Lane, Suite #102  
28 Las Vegas, NV 89120  
Attorney for Plaintiff  
GEORGANN ACCOMANDO

1 **CERTIFICATE OF SERVICE**

2 I declare under penalty of perjury that I am over the age of  
3 eighteen (18) years, and I am not a party to, nor interested in,  
4 this action. On the 3<sup>rd</sup> day of October, 2022, I served a true  
5 and correct copy of **NOTICE OF ENTRY OF ORDER** was sent to the party  
6 listed below via electronic service through the Eighth Judicial  
7 District Court's Odyssey E-File and Serve System, as follows:

8  
9 Mario Accomando  
8546 Procyon St.  
10 Las Vegas, Nevada 89139  
ninaal948@yahoo.com  
11 Defendant in Proper Person

12   
Employee of Reza Athari & Associates  
13  
14  
15  
16  
17  
18  
19  
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23  
24  
25  
26  
27  
28

*Amanda J. Martin*  
CLERK OF THE COURT

1 **OST**  
2 **MARIA L. MILANO, ESQ.**  
3 Nevada Bar # 7121  
4 **REZA ATHARI & ASSOCIATES, PLLC**  
5 3365 Pepper Ln., Suite 102  
6 Las Vegas, NV 89120  
7 Tel: (702) 727-7777 Fax: (702) 458-8508  
8 mariamilano@atharilaw.com  
9 Attorney for Plaintiff,  
10 **GEORGANN ROSE ACCOMANDO**

11 **DISTRICT COURT, FAMILY DIVISION**  
12 **CLARK COUNTY, NEVADA**

13 **GEORGANN ROSE ACCOMANDO,**

14 **Plaintiff,**

15 **vs.**

16 **MARIO ACCOMANDO,**

17 **Defendant,**

) **CASE NO.: D-21-628915-D**

) **DEPT. NO.: M**

18 **ORDER SHORTENING TIME**

19 Upon application of the Plaintiff, GEORGANN ROSE ACCOMANDO, by  
20 and through her attorneys of record, MARIA L. MILANO, ESQ. OF REZA  
21 ATHARI & ASSOCIATES, and good cause appearing therefore:

22 IT IS HEREBY ORDERED that the time for hearing Movant's Motion  
23 for an Order to Show Cause Regarding Contempt and the Imposition of  
24 Sanctions for Defendant's Failure to Comply with Terms of the  
25 Divorce Decree, on Order Shortening Time is hereby shortened and  
26 shall be heard on the 4th day of October, 2022 at the hour of  
27 11:00 a.m. before the Eighth Judicial District Court Family  
28 Division located at 601 N. Pecos Road, Las Vegas, Nevada 89101.

Respectfully Submitted by:

*Maria L. Milano*  
MARIA L. MILANO, ESQ.  
Nevada Bar No. 7121  
REZA ATHARI & ASSOCIATES  
3365 Pepper Lane, Suite 102  
Las Vegas, NV 89120  
Attorneys for Plaintiff,  
GEORGANN ROSE ACCOMANDO

*Amy M. Mastin*  
008 063 3EED 8016  
Amy M. Mastin  
District Court Judge

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Georgann Rose Accomando,  
Plaintiff

CASE NO: D-21-628915-D

DEPT. NO. Department M

7 vs.

8 Mario Accomando, Defendant.  
9

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

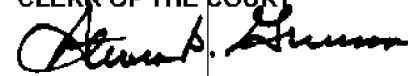
12 This automated certificate of service was generated by the Eighth Judicial District  
13 Court. The foregoing Order Shortening Time was served via the court's electronic eFile  
system to all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 9/30/2022

15 State Department statedepartment@atharilaw.com

16 Maria Milano mariamilano@atharilaw.com

17 Mario Accomando ninaa1948@yahoo.com  
18  
19  
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27  
28



1 MCLA  
2 Mario Accomando, Pro Se  
3 8546 Procyon Street  
4 Las Vegas, NV. 89139  
5 773.308.5041  
6 ninaa1948@yahoo.com

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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

GEORGANN ACCOMANDO

Plaintiff.

CASE NO.: D-21-628915\_D

DEPT NO.: M

vs.

MARIO ACCOMANDO

Defendant.

**MOTION FOR CLARIFICATION OF DIVORCE DECREE**

COMES NOW the Defendant, Mario Accomando and hereby moves the District Court  
for a clarification of specific orders in the divorce decree as so entered on June 29th 1, 2022. The  
Defendant  
has found the following orders that will require the District Court to answer the following:

1. In respect of alimony (Pg. 2 Line 5), the Defendant is requesting clarification on what evidence  
and testimony was presented to enter an order that would entitle the Plaintiff to a lump sum award of  
Alimony. The Defendant is unclear as to how a determination of Three Hundred Twenty Thousand  
Dollars (\$320,000.00) was based on? The amount does not seem to be just and equitable nor equal.

2. The Defendant has be appraised that a consideration for such alimony was (Pg 3 Line 1) the  
Income, earning capacity, age and health of each spouse". The Defendant would like clarification as  
to how this determination was made to come to the conclusion that the Plaintiff was unemployable. The  
Plaintiff has always been employable. In one of her previous marriages she was a nurse at Hillsboro  
Hospital In Nokomis, IL. That She had in fact held employment to sustain her livelihood when She was

1  
2 between Her four (4) marriages. During the present marriage it was the Plaintiff's own determination to  
3 become a homemaker and not that She was unable to work for any reason whatsoever. The Defendant  
4 would like some clarification as to how only completing the 11<sup>th</sup> grade constitutes being unemployable.  
5 Subsequent to her leaving high school, She obtained employment as a nurse and this The Defendant  
6 would consider this as being a form of vocational training. The Plaintiff also elected to assisted the  
7 Defendant in the real estate business which is noted in the decree. The Defendant would like to know how  
8 a person that is in a bowling league 3 times a week, just recently traveled to Chicago and maintains a new  
9 relationship. It would seem that the Plaintiff is far from being unemployable. The Defendant is requesting  
10 a clarification on what testimony and evidence was considered to determine that the Plaintiff is to be  
11 considered unemployable and cause a granting of a bulk alimony amount. The Defendant would like to  
12 inquire and to know how many years will the bulk amount cover? Will the Plaintiff petition the court for  
13 additional alimony after a period of time?

14 3. The Decree (Pg. 3 Line 23) states that the Plaintiff suffers from lingering medical conditions  
15 from breast cancer. Post the breast mastectomy in 2010, the Plaintiff has had "no" lingering issues. The  
16 Plaintiff is not under the care of a doctor and is not been under any form of medication whatsoever. The  
17 Defendant has read the decree and as it would seem that there was no evidence in doctor's reports, nor  
18 testimony to support lingering medical conditions that just do not exist. In as much, the Defendant would  
19 like to request a clarification if this was used for a determination of a bulk amount of alimony or any  
20 determination of the orders in the decree.

21 4. The decree states that there was a "standard of living" (Pg. 3 Line 25) that the parties were  
22 used to. The Defendant is unclear as to this unknown standard as there was never any evidence presented  
23 in either evidence nor testimony in the trial transcripts to support. The Defendant would like to request  
24 clarification if this standard might have been utilized in the determination of alimony or any other order  
25 that was entered into the decree.

26 5. The Defendant would like to request clarification (Pg. 4 Line 1) as to what evidence or  
27 testimony was used to determine that the Defendant would not comply with an order of alimony. Other  
28 than the Plaintiff's attorney who so prepared the decree (Milano) stating "as the Court does not believe

1 the Defendant will comply". The Defendant would like to request a clarification as to how the Plaintiff's  
2 attorney would be allowed to enter an inflammatory statement as the Court's thoughts and wishes and if  
3 this might have been considered for the bulk alimony or any other order entered in the decree.  
4

5 6. The Defendant would like to request clarification (Pg. 4 Line 10) in that "The Plaintiff had and  
6 Still has the intent to make the State of Nevada her home, residence and domicile for an indefinite period  
7 of time" as her attorney has entered into the decree. Where in fact the Plaintiff has recently traveled to  
8 Chicago where She in fact visited her Mother's grave and toured their mausoleum for crypt's where she  
9 Could have her Mother transferred to. She also discussed relocation back to Chicago might or might not  
10 be unknown to her attorney. The Defendant would like to request clarification of this information in that  
11 it would have a direct effect on the minor child and if this might have had any effect on the orders entered  
12 into the decree.

13 7. The Defendant requests a clarification as to what action (Pg. 4 Line 25) or actions that would  
14 be used for determining physical custody of a minor child. The Defendant will move forward with a  
15 separate motion concerning the custody and welfare of the minor child.

16 8. The Defendant would like to request a clarification as to how the current automobile value be  
17 "undisputed" (Pg. 14 Line 1) at \$15,000.00 without any form of appraisal or blue book value that caused  
18 an entry order of \$7,500.00 to the Plaintiff. A recent check with Kelly Blue Book using the vehicles VIN  
19 for the value of a 2017 Chevrolet Equinox LS was determined to be \$10,501.00. The decree does not  
20 state the make, model or year of the vehicle and how can this determination be made without such, yet  
21 the Plaintiff's attorney made this entry without considering this. As such, the Defendant requests for a  
22 clarification of the automobiles value.  
23

24 9. The Defendant would like to request a clarification as to how the current home furnishings  
25 value be "undisputed" (Pg. 14 Line 7) at \$15,000.00 without any form of appraisal. The Plaintiff is quite  
26 aware that there is "zero" value for furnishings that are aged 10 years plus. This is just a ploy of either the  
27 Plaintiff or her attorney in an effort to enhance the settlement amount. As such the Defendant requests for  
28 A clarification of the home furnishings value.



1 10. The Plaintiff has already retrieved (Pg. 14 Line 17) her personal property that the Defendant  
2 made available immediately.

3 11. The Defendant would like to request a clarification as to the attorney fee's.

4 12. The Defendant would like to request a clarification of "all" the remaining orders as it would  
5 seem that the Court has made all of the orders against the Defendant without even one concession of the  
6 Plaintiff. The Plaintiff by and through her attorney has presented false testimony before the Court. The  
7 Plaintiff upon the day She filed for Divorce withdrew from the bank account \$9000.00. She has also  
8 received another \$10,000.00 from a family member. The Defendant provided another \$2000.00 as  
9 ordered. The Plaintiff's monthly Social Security payment is \$660.00, at 12 months (\$7920.00) for a  
10 yearly total of \$28,920.00 tax free assets. Her rent was \$250.00 a month utilities included. Now being  
11 that it may not be a considerable amount of monthly income, it is just not what has been expressed to  
12 the Court. It has been expressed to the Court that the Plaintiff is destitute and about to be evicted from her  
13 condo.

14 The Plaintiff just as of last month took a vacation to Chicago. While there She visited her Mother's grave  
15 To arrange to have her transferred to a Mausoleum. She has arranged to purchase a dog for the amount  
16 of \$1400.00. She is in a bowling league three (3) times a week at the South Point Casino and yet the  
17 Plaintiff's attorney states that she has lingering medical problems. She has not seen a Doctor for the  
18 breast cancer since 2010 and there are "no" lingering issues. The Plaintiff's attorney has stated that  
19 she has only finished the 11<sup>th</sup> grade and has no vocational skills, which is also FALSE. She has  
20 been employed as a nurse in Illinois and has be employed for numerous years during and in between her  
21 three (3) previous marriages. For the Plaintiff's attorney to give testimony to the Court that She is an  
22 invalent and unable to be gainfully employed is so far from the truth and The Defendant requests the  
23 Court for a clarification as to how this was determined?

24  
25 The Plaintiff by and through her attorney has committed a fraud upon the Court. The Defendant has  
26 raised these aforementioned issues to the Court on numerous occasions, and yet not once were these  
27 issues of fact addressed.  
28

1 The most urgent issue that the Defendant has tried to address is the Plaintiff's mental instability.  
2 Especially when it comes to the minor child. The Plaintiff is both manic and bipolar and refuses to  
3 be evaluated. The Defendant requested that the Court order a medical evaluation for the Plaintiff from  
4 the very onset of the divorce proceeding. This was denied by the Court. The Plaintiff's own family and  
5 friends were willing to give testimony to this fact if requested during the evaluation. this too was  
6 denied.

7 The Defendants main interest is to protect the minor child at this given time. The Plaintiff  
8 has:

- 9 a) Never requested any form of visitation with the minor child (Nina)
- 10 b.) Never requested a status update in light of her education.
- 11 c.) Never inquired as to her health and welfare.
- 12 d.) Never contacts the minor child for general conversation

13 It would seem that the only concern of the Plaintiff is to additionally obtain 50% of the minor child's  
14 Educational fund. The Defendant requests for clarification as to how this benefits the minor child in any  
15 way what so ever.

16 The Defendant requests clarification as to why the Court gives so much latitude to the Plaintiff in all  
17 matter's where in retrospect it is the Defendant who "is" the responsible party that has been seeing  
18 to the health, welfare, education and general care of the minor child.

19 The Plaintiff has voiced to her own brother who would so give testimony that the Plaintiff has  
20 called the minor child a "bitch" and does not care about her welfare and that the Defendant can take  
21 her. In the event that the Plaintiff does gain custody of the minor child that the Plaintiff was going to  
22 have the Plaintiff's new boyfriend "Bob" handle the minor child. The Defendant has vowed to not  
23 let this take place.

24 The Defendant is requesting a clarification as to why the Court has ordered the sale of the family  
25 home to benefit only the Plaintiff. This is the only home that the minor child has known. If the home is  
26 sold, then the minor child will have to endure a relocation of home, school, friends and more. This would  
27 just cause harm to the minor child, yet the decree states that the minor child is a major concern. The  
28 Defendant cannot see how the decree orders are productive to the welfare of the minor child and

1 So requests a clarification from the Court.

2  
3 The Defendant requests for the Court to contact her High School (Desert Oasis) and speak with  
4 her counselor to determine the care and welfare the Defendant has given to the minor child.

5  
6 The Defendant requests for the Court for a clarification as to why the divorce decree is so  
7 unbalanced between the parties, in that ever motion presented is to the benefit of the Plaintiff, without  
8 even a question as to the cause or effect it has.

9 The Defendant has presented many issues that are part of the divorce decree that he so requests  
10 for the clarification of. Given to the fact that therein lies a multitude of false and inaccurate claims  
11 that the Plaintiff's attorney has presented to the Court, thus committing a fraud upon the Court. Of which  
12 the Court has relied upon these claims and has rendered a divorce decree that has been based upon  
13 those fraudulent assertions, claims and testimony to be fact where in fact they are untruths only to  
14 achieve a financial windfall for both the Plaintiff and her attorney.

15  
16 It is the prayer of the Defendant that the Court makes an inquiry and his hope that a clarification  
17 as to the issues as presented can be made.

18  
19 Respectfully submitted.

20   
21 Mario Accomando, Pro Se



1 NSCC

2 **EIGHTH JUDICIAL DISTRICT COURT**  
3 **CLARK COUNTY, NEVADA**

4 GEORGANN ROSE ACCOMANDO,

5 Plaintiff,

6 v.

7 MARIO ACCOMANDO,

8 Defendant.

CASE NO.: D-21-628915-D  
DEPARTMENT: M

9  
10 **DOMESTIC NOTICE TO STATISTICALLY CLOSE CASE**

11 Upon review of this matter and good cause appearing, the Clerk of the Court is hereby  
12 directed to statistically close this case for the following reason:

13 **Non-Trial Dispositions:**

- 14 ☐ Other Manner of Disposition  
15 ☐ Dismissed – Want of Prosecution  
16 ☐ Involuntary (Statutory) Dismissal  
17 ☐ Default Judgment  
18 ☐ Transferred

19 **Settled/withdrawn:**

- 20 ☒ Without Judicial Conf/Hrg  
21 ☐ With Judicial Conf/Hrg  
22 ☐ By ADR

23 **Trial Dispositions:**

- 24 ☐ Disposed After Trial Start  
25 ☐ Judgment Reached by Trial  
26 ☒ See Minute Order issued October 4, 2022.

27 DATED this 4th day of October, 2022.

28 **HONORABLE AMY M. MASTIN**

By: /s/Danielle Coulter  
Judicial Executive Assistant  
Department M

IN THE SUPREME COURT OF THE STATE OF NEVADA

MARIO ACCOMANDO,  
Appellant,  
vs.  
GEORGANN ROSE ACCOMANDO,  
Respondent.

Supreme Court No. 85275  
District Court Case No. D628915

**FILED**

OCT 26 2022

*Elizabeth A. Brown*  
CLERK OF COURT

**CLERK'S CERTIFICATE**

STATE OF NEVADA, ss.

I, Elizabeth A. Brown, the duly appointed and qualified Clerk of the Supreme Court of the State of Nevada, do hereby certify that the following is a full, true and correct copy of the Judgment in this matter.

**JUDGMENT**

The court being fully advised in the premises and the law, it is now ordered, adjudged and decreed, as follows:

"ORDERS this appeal DISMISSED."

Judgment, as quoted above, entered this 30th day of September, 2022.

IN WITNESS WHEREOF, I have subscribed  
my name and affixed the seal of the Supreme  
Court at my Office in Carson City, Nevada this  
October 25, 2022.

Elizabeth A. Brown, Supreme Court Clerk

By: Rory Wunsch  
Deputy Clerk

D-21-628915-D  
CCJD  
NV Supreme Court Clerks Certificate/Judgm  
5010764



IN THE SUPREME COURT OF THE STATE OF NEVADA

MARIO ACCOMANDO,  
Appellant,  
vs.  
GEORGANN ROSE ACCOMANDO,  
Respondent.

No. 85275

FILED

SEP 30 2022

ORDER DISMISSING APPEAL

ELIZABETH BROWN  
CLERK OF SUPREME COURT  
DEPUTY CLERK

This is a pro se appeal from a divorce decree. Eighth Judicial District Court, Family Court Division, Clark County; Amy Mastin, Judge.

Review of the documents submitted to this court pursuant to NRAP 3(g) reveals a jurisdictional defect. Specifically, the notice of appeal was untimely filed under NRAP 4(a) because it was filed more than 30 days after service of written notice of entry of the judgment or order. See NRAP 4(a)(1); NRAP 26(c). The divorce decree was filed on June 29, 2022, and written notice of entry was served on appellant on July 6, 2022. Appellant did not file the notice of appeal until August 29, 2022, well after expiration of the 30-day appeal period. NRAP 4(a)(1). An untimely notice of appeal fails to vest jurisdiction in this court. *Healy v. Volkswagenwerk Aktiengesellschaft*, 103 Nev. 329, 741 P.2d 432 (1987). This court lacks jurisdiction and

ORDERS this appeal DISMISSED.<sup>1</sup>

Hardesty, J.  
Hardesty

Stiglich, J.  
Stiglich

Herndon, J.  
Herndon

<sup>1</sup>Appellant's motion for a stay is denied as moot.

cc: Hon. Amy Mastin, District Judge, Family Court Division  
Mario Accomando  
Reza Athari & Associates, PLLC.  
Eighth District Court Clerk

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

MARIO ACCOMANDO,  
Appellant,  
vs.  
GEORGANN ROSE ACCOMANDO,  
Respondent.

**Supreme Court No. 85275**  
**District Court Case No. D628915**

**REMITTITUR**

**TO: Steven D. Grierson, Eighth District Court Clerk**

**Pursuant to the rules of this court, enclosed are the following:**

**Certified copy of Judgment and Opinion/Order.  
Receipt for Remittitur.**

**DATE: October 25, 2022**

**Elizabeth A. Brown, Clerk of Court**

**By: Rory Wunsch  
Deputy Clerk**

**cc (without enclosures):  
Hon. Amy Mastin, District Judge  
Mario Accomando  
Reza Athari & Associates, PLLC.**

**RECEIPT FOR REMITTITUR**

**Received of Elizabeth A. Brown, Clerk of the Supreme Court of the State of Nevada, the  
REMITTITUR issued in the above-entitled cause, on OCT 26 2022.**

**Deputy HEATHER UNGERMANN  
District Court Clerk**

**RECEIVED  
APPEALS**

**OCT 26 2022**

**CLERK OF THE COURT**





1 NOTC  
2 MARIA L. MILANO, ESQ.  
3 Nevada Bar No. 7121  
4 REZA ATHARI & ASSOCIATES  
5 A Multi-jurisdictional Law Firm  
6 3655 Pepper Lane, Suite 102  
7 Las Vegas, Nevada 89120  
8 Tel: (702)727-7777  
9 Fax: (702)458-8508  
10 Email: [mariamilano@atharilaw.com](mailto:mariamilano@atharilaw.com)  
11 Attorney for Plaintiff,  
12 GEORGANN ROSE ACCOMANDO

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

9 GEORGANN ROSE ACCOMANDO, )  
10 )  
11 Plaintiff, )  
12 vs. )  
13 MARIO ACCOMANDO, )  
14 Defendant. )

CASE NO: D-21-628915-D  
DEPT NO: M

16 NOTICE OF ORDER GRANTING EX-PARTE MOTION UNDER 11 U.S.C. §362(j) TO  
17 CONFIRM THAT AUTOMATIC STAY HAS BEEN TERMINATED

18 PLEASE TAKE NOTICE that an Order in case no. BK-22-13554-ABL of  
19 the United States Bankruptcy Court of the District of Nevada was  
20 entered on November 4, 2022, a true and correct copy is attached  
21 hereto.

22 DATED this 4<sup>th</sup> day of November, 2022.

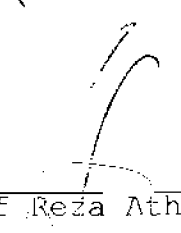
23 By:

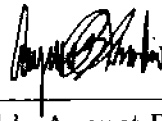
24 MARIA L. MILANO, Esq.  
25 Nevada Bar # 7121  
26 REZA ATHARI & ASSOCIATES, PLLC  
27 A Multi-Jurisdictional Firm  
28 3365 Pepper Lane, Suite #102  
Las Vegas, NV 89120  
Attorney for Plaintiff  
GEORGANN ACCOMANDO

1 CERTIFICATE OF SERVICE

2 I declare under penalty of perjury that I am over the age of  
3 eighteen (18) years, and I am not a party to, nor interested in,  
4 this action. On the 4th day of November, 2022, I served a true and  
5 correct copy of NOTICE OF ORDER GRANTING EX-PARTE MOTION UNDER 11  
6 U.S.C. §362(j) TO CONFIRM THAT AUTOMATIC STAY HAS BEEN TERMINATED was  
7 sent to the party listed below via electronic service through the  
8 Eighth Judicial District Court's Odyssey E-File and Serve System, as  
9 fellows:

10  
11 Mario Accomando  
12 8546 Procyon St.  
13 Las Vegas, Nevada 89139  
ninaal948@yahoo.com  
Defendant in Proper Person

14  
15   
Employee of Reza Athari & Associates  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



Honorable August B. Landis  
United States Bankruptcy Judge



Entered on Docket  
November 04, 2022

Brian D. Shapiro, Esq.  
Nevada State Bar No. 5772  
**LAW OFFICE OF BRIAN D. SHAPIRO, LLC**  
510 S. 8<sup>th</sup> Street  
Las Vegas, Nevada 89101  
Tel: (702) 386-8600  
Fax: (702) 383-0994  
brian@brianshapirolaw.com  
*Attorney for Georgann Accomando*

**UNITED STATES BANKRUPTCY COURT**  
**DISTRICT OF NEVADA**

In re:

MARIO ACCOMANDO

Debtor.

Case No. BK-S-22-13554-ABL  
Chapter 11

**ORDER GRANTING EX-PARTE  
MOTION UNDER 11 U.S.C. §362(j) TO  
CONFIRM THAT AUTOMATIC STAY  
HAS BEEN TERMINATED**

Georgann Accomando ("Georgann") by and through her attorney Brian D. Shapiro, Esq., of the Law Office of Brian D. Shapiro, LLC having filed an exparte motion under 11 U.S.C. §362(j) to confirm that automatic stay has been terminated ("Motion"). The Court having reviewed the Motion, having taken judicial notice under Rule 201 of the Federal Rules of Evidence made applicable in this proceeding pursuant to Bankruptcy Rule 9017 of the pleadings filed in case numbers 22-12097 and 22-13554 for the purpose of ascertaining the timing and status of events in such cases and facts not reasonably in dispute and finding that (1) on June 7, 2022, the Debtor filed a bare bones Chapter 13 bankruptcy petition which was assigned case number 22-12907; (2) on

1 September 1, 2022, this Court entered an order dismissing the Debtor's first bankruptcy case with  
2 case number 22-12907; (3) on October 3, 2022, the Debtor filed his second bare bones Chapter 13  
3 Bankruptcy petition which was assigned case number 22-13554; (4) as of November 3, 2022, the  
4 Debtor in his second bankruptcy case had not filed a motion to extend the stay past the 30th day  
5 after the petition date which was November 2, 2022; (5) that under §362(c)(3)(A), when a debtor  
6 files a second bankruptcy case within one year after the first case, the automatic stay in the second  
7 case will automatically terminate on the 30th day of the case unless, within that 30 day period, the  
8 debtor files a motion to extend the stay and the bankruptcy court grants such request; (6) 11 USC  
9 §362(j) provides that "[o]n a request of a party in interest, the Court shall issue an order under  
10 subsection (c) confirming that the automatic stay has been terminated."; and (7) Georgann has filed  
11 an exparte motion requesting this Court to enter an order confirming that the automatic stay has  
12 been terminated. Good cause appearing therefore it is hereby  
13

14 ORDERED, that the Court's findings of facts and conclusions of law are incorporated into  
15 this Order as if fully set forth herein. It is further  
16

17 ORDERED, that the Motion is granted. It is further  
18

19 ORDERED, the Court confirms that as a matter of law, the automatic stay under 11 U.S.C.  
20 §362 has been terminated for any and all purposes.  
21

22 Submitted by:

23 /s/ Brian D. Shapiro, Esq.  
24 Brian D. Shapiro, Esq.  
25 Nevada State Bar No. 5772  
26 LAW OFFICE OF BRIAN D. SHAPIRO, LLC  
27 510 S. 8th Street  
28 Las Vegas, Nevada 89101  
Tel: (702) 386-8600  
brian@brianshapirolaw.com  
Attorney for Georgann Accomando

**CERTIFICATION LANGUAGE**

In accordance with LR 9021, an attorney submitting this document certifies as follows (check one):

☐ The court has waived the requirement set forth in LR 9021(b)(1).

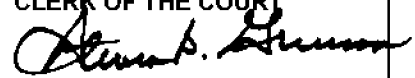
☒ No party appeared at the hearing or filed an objection to the motion.

- This was an ex parte request

☐ I have delivered a copy of this proposed order to all attorneys who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below [list each party and whether the party has approved, disapproved, or failed to respond to the document]:

☐ I certify that this is a case under chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of the order.

###



1 MOT  
2 MARIA L. MILANO, ESQ.  
3 Nevada Bar # 7121  
4 REZA ATHARI & ASSOCIATES, PLLC  
5 3365 Pepper Ln., Suite 102  
6 Las Vegas, NV 89120  
7 Tel: (702) 727-7777 Fax: (702) 458-8508  
8 mariamilano@atharilaw.com  
9 Attorney for Plaintiff,  
10 GEORGANN ACCOMANDO

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

9	GEORGANN ACCOMANDO,	)	
10		)	CASE NO.: D-21-628915-D
11	Plaintiff,	)	DEPT. NO.: M
12		)	
13	vs.	)	HEARING DATE:
14		)	HEARING TIME:
15	MARIO ACCOMANDO,	)	
16		)	
17	Defendant,	)	ORAL ARGUMENT REQUESTED
18		)	

PLAINTIFF'S MOTION FOR AN ORDER TO SHOW CAUSE REGARDING CONTEMPT  
AND THE IMPOSITION OF SANCTIONS FOR DEFENDANT'S FAILURE TO COMPLY  
WITH TERMS OF DECREE OF DIVORCE

NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE UNDERSIGNED WITH A COPY OF YOUR RESPONSE WITHIN FOURTEEN (14) DAYS OF THE RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF COURT WITHIN FOURTEEN (14) DAYS OF YOUR RECEIPT OF THIS MOTION MAY RESULT IN THE REQUEST FOR RELIEF BEING GRANTED BY THE COURT WITHOUT A HEARING PRIOR TO THE SCHEDULED HEARING DATE.

COMES NOW, Plaintiff, GEORGANN ACCOMANDO, by and through her attorney of record, MARIA L. MILANO, ESQ., of REZA ATHARI & ASSOCIATES and hereby submits the present Motion and Notice of Motion for an Order to Show Cause Regarding Contempt and the Imposition of Sanctions For Defendant's Failure to Comply with the Terms of the Decree of Divorce. Specifically, Plaintiff hereby moves this Court to enter its orders granting the following

1 relief:

2 1. That Defendant be found in contempt of the terms of the  
3 Decree of Divorce and for fraudulent conveyance of real properties  
4 from MGN Trust to NMA trust without the knowledge or consent  
5 of the Plaintiff who is the co-trustee of the MGN Trust;

6 2. That sanctions be imposed against the Defendant for his  
7 failure to comply with the terms of the Decree of Divorce;

8 3. That Defendant be incarcerated until such time as he complies  
9 with the terms of the Decree of Divorce and transfers the amount of  
10 \$33,494.00 to the Plaintiff which was awarded to her by the terms of the  
11 Decree of Divorce;

12 4. That Plaintiff be awarded exclusive possession of the Procyon  
13 Street address so that she may prepare and maintain it for sale;

14 5. That appropriate law enforcement be ordered to remove the  
15 Defendant from the Procyon Street address should he not voluntarily leave  
16 the premises;

17 6. That Plaintiff be allowed to change the locks on the Procyon  
18 Street address for her own safety;

19 7. That the Plaintiff be awarded the sum of **\$10,818.00** for the  
20 amount of money the Defendant owes her for half of the rental and sales  
21 income he's collected since the date of the divorce and that said amount  
22 be paid, along with all future amounts that accrue, from Defendant's  
23 share of the equity realized from the sale of the real property ordered  
24 sold.

25 8. That NRCP 70 be applied so that all listing, sale and  
26 conveyance documents for the real properties ordered sold and/or  
27

28

1 transferred be signed by the Clerk of the Court in place of the  
2 Defendant;

3 9. That any and all monies Defendant currently owes to the  
4 Plaintiff by the terms of the Decree of Divorce be taken from his half of  
5 the equity realized from the sale of the real properties adjudicated in  
6 the Decree of Divorce;

7 10. That Defendant be fined \$500 for a total amount of \$3,500.00,  
8 and incarcerated for 125 days for each act of contempt;

9 11. For an award of attorney's fees and costs;

10 12. For such other relief the Court deems just and proper,  
11 including the incarceration of the Defendant for his egregious and  
12 continued contempt of the orders of this court.

13 This Motion is made and based upon EDCR 3.60, the papers and  
14 pleadings on file herein, the Points and Authorities submitted herewith  
15 as well as any Affidavits attached hereto, and any oral argument of  
16 counsel allowed at the time of the hearing of this matter.

17 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

18 **REZA ATHARI & ASSOCIATES**

19  
20 **MARIA L. MILANO, ESQ.**  
21 Nevada Bar No. 7121  
22 3365 Pepper Lane, Suite 102  
23 Las Vegas, Nevada 89120  
24 Attorney for Plaintiff,  
25 GEORGANN ACCOMANDO  
26  
27  
28



1 NOTICE OF MOTION

2 **TO: ALL INTERESTED PARTIES;**

3 **PLEASE TAKE NOTICE** that the Plaintiff will bring the foregoing  
4 Motion for hearing on the \_\_\_\_ day of \_\_\_\_\_, 2022, at the hour  
5 of \_\_\_\_\_ .m. or as soon thereafter as the matter can be  
6 heard before Department M in the Family Court of the Eighth  
7 Judicial District Court, Clark County, Nevada.  
8

9 DATED this \_\_\_\_ day of Nov, 2022.

10 **REZA ATHARI & ASSOCIATES**

11  
12 BY: 

**MARIA L. MILANO, ESQ.**

Nevada Bar No. 7121

3365 Pepper Lane, Suite 102

Las Vegas, Nevada 89120

Tel: 702-727-7777

Fax: 702-458-8508

Email: mariamilano@atharilaw.com

Attorneys for Plaintiff,

**GEORGANN ACCOMANDO**

13  
14  
15  
16  
17  
18 POINTS AND AUTHORITIES

19  
20 **I**

21 **STATEMENT OF FACTS**

22 Since the last time the Parties were in front of the Court the  
23 Defendant's egregious disregard for laws of the state of Nevada and  
24 the Court's orders continues in a contemptuous attempt to delay the  
25 hearing of the present Motion to enforce the terms of the Decree of  
26 Divorce and sanction him.  
27

1 Defendant has not only filed numerous frivolous appeals, he  
2 has filed for Chapter 13 Bankruptcy twice in a little more than two  
3 months, both of which have been dismissed, and has filed two  
4 peremptory challengers to this Court in direct violation of  
5 SCR 48.1.

6 What should be noted by the Court is that as a result of the  
7 Defendant filing for bankruptcy twice within a calendar year,  
8 pursuant to 11 USC Code § 362 (a) (3) (A), the stay expired after  
9 thirty (30) days (October 17, 2022), including the stay  
10 on the present case.<sup>1</sup> And if the Defendant files for bankruptcy a

11 \_\_\_\_\_  
12  
13 <sup>1</sup> (a) Except as provided in subsection (b) of this section, a petition filed under section 301, 302,  
14 or 303 of this title, or an application filed under section 5(a)(3) of the Securities Investor Protection Act  
of 1970, operates as a stay, applicable to all entities, of—

15 (1) the commencement or continuation, including the issuance or employment of process, of a judicial,  
16 administrative, or other action or proceeding against the debtor that was or could have been commenced  
before the commencement of the case under this title, or to recover a claim against the debtor that arose  
before the commencement of the case under this title;

17 (2) the enforcement, against the debtor or against property of the estate, of a judgment obtained before  
the commencement of the case under this title;

18 (3) any act to obtain possession of property of the estate or of property from the estate or to exercise  
control over property of the estate;

19 (4) any act to create, perfect, or enforce any lien against property of the estate;

20 (5) any act to create, perfect, or enforce against property of the debtor any lien to the extent that such lien  
secures a claim that arose before the commencement of the case under this title;

21 (6) any act to collect, assess, or recover a claim against the debtor that arose before the commencement  
of the case under this title;

22 (7) the setoff of any debt owing to the debtor that arose before the commencement of the case under this  
title against any claim against the debtor; and

23 (8) the commencement or continuation of a proceeding before the United States Tax Court concerning  
a tax liability of a debtor that is a corporation for a taxable period the bankruptcy court may determine  
or concerning the tax liability of a debtor who is an individual for a taxable period ending before the date  
of the order for relief under this title.

24 (3) if a single or joint case is filed by or against a debtor who is an individual in a case under  
25 chapter 7, 11, or 13, and if a single or joint case of the debtor was pending within the preceding 1-year  
period but was dismissed, other than a case refiled under a chapter other than chapter 7 after dismissal  
26 under section 707(b)—

27 (A) the stay under subsection (a) with respect to any action taken with respect to a debt or  
property securing such debt or with respect to any lease shall terminate with respect to the debtor on the

1 third time in a calendar year there is no stay at all.<sup>2</sup>

2 Additionally, Plaintiff's bankruptcy attorney, Brian Shapiro  
3 obtained an Ex-Parte Order confirming that the automatic stay has  
4 been terminated in case No. BK-S-22-13554-ABL. Said Order was  
5 in the present case on November 4, 2022.  
6

7 Consequently, Plaintiff requests that should the Defendant  
8 file a third meritless bankruptcy case, that the Court allow the  
9 present family matter to proceed to resolution in accordance with  
10 Federal law as the Defendant would not be entitled to a stay.  
11

12 Mr. Accomando's contemptuous acts do not stop there. On  
13 September 15, 2022 he transferred all of the real property in  
14 Arizona from the MGN Trust to the NMA Trust, and on October 3, 2022  
15 he transferred the Procyon and Lame Horse Drive properties from the  
16 MGN Trust to the NMA trust as well. (Please see real property  
17 recordings filed as Exhibit 1 under separate index as  
18 PLTFOSC2MOT0001 - PLTFOSC2MOT0022). It is assumed the NMA trust  
19 stands for Nina (the Parties' minor child) and Mario  
20 Accomando. During the trial of this matter the Defendant testified  
21 that the Plaintiff was a trustee of the MGN Trust, however, the  
22  
23

24 30th day after the filing of the later case

25 <sup>2</sup> 11 USC Code § 362 (a)(4)(A)(i) if a single or joint case is filed by or against a debtor who is  
26 an individual under this title, and if 2 or more single or joint cases of the debtor were pending within the  
27 previous year but were dismissed, other than a case refiled under a chapter other than chapter 7 after  
28 dismissal under section 707(b), the stay under subsection (a) shall not go into effect upon the filing of  
the later case; and  
(ii) on request of a party in interest, the court shall promptly enter an order confirming that no stay is in  
effect

1 conveyance was done without the Plaintiff's knowledge or consent,  
2 and with the intent to deprive the Plaintiff from taking possession  
3 of her community share of the same. Therefore, said conveyance  
4 should be considered fraudulent and be set aside.

5 As fraudulent conveyance is a criminal offense under NRS  
6 205.330-360, the Plaintiff will be notifying the District  
7 Attorney's office.

8 As the Court is aware, on July 6, 2022 this Court entered a  
9 Decree of Divorce in the above entitled case adjudicating the  
10 division of assets and awarding Plaintiff alimony. (Please see  
11 **Decree of Divorce filed as Exhibit 2 under separate index as**  
12 **PLTFOSC2MOT0023 - PLTFOSC2MOT0045)** .

13 Specifically the Court ordered the Defendant to do the  
14 following:

15 1. Provide Plaintiff's Counsel a copy of the Chase Bank  
16 statement for March, 2022, that is held in minor child, Nina  
17 Accomando's name;

18 2. Defendant was to transfer one-half of the amount that was  
19 on deposit on March 7, 2022 in said Chase bank account into  
20 Plaintiff's account;

21 3. Defendant was to add Plaintiff's name on the bank  
22 account held for Nina's college tuition;

23 4. Defendant was no longer to receive any cash payments for  
24 rents received in association with tenants residing in the Lame  
25 Horse Drive and Procyon properties or for the payments received  
26  
27  
28

1 from the sale of the Pahrump properties. Defendant was  
2 to provide proof of all rental and sale income received to the  
3 Plaintiff in the form of cancelled checks and pay her one half of  
4 all rental/sale proceed payments received on said properties;

5 5. Defendant was to provide the Plaintiff with an accounting  
6 of all rental income received on the Lane Horse Drive property for  
7 the past two years;

8 6. Defendant was to cooperate in effectuating the sale  
9 of all real property, specifically eight (8) parcels  
10 of land held in Arizona and the Procyon Street property, and the  
11 transfer of ownership of the Lane Horse Drive property;  
12

13 Defendant has done none of the above, in spite of being  
14 contacted by Plaintiff's counsel numerous times requesting this  
15 information and urging him to comply with the Court's order.

16 Defendant has made it clear that he does not intend to comply  
17 with the Court's orders, which is a course of behavior he has  
18 exhibited throughout this litigation. He has advised Plaintiff  
19 that she will never take his property and that he will never leave  
20 the Procyon address. He has also made threats to Plaintiff's life  
21 through third parties.  
22

23 Defendant refuses to allow real estate agents onto the Procyon  
24 property, and will not allow showings. He has made it clear that  
25 he will not cooperate to sign either listing, sale or transfer of  
26 ownership documents that were mailed to him on July 6, 2022.

27 In light of the Plaintiff's dire financial situation wherein  
28

1 her only source of income is Social Security in the amount of  
2 \$537.00, it is imperative that the Court implement what may be  
3 perceived as drastic measures to insure its Orders are implemented.  
4 It is clearly unfair and iniquitable that the Defendant continues  
5 to control all of the Parties community assets and thwart the  
6 Court's Orders, leaving the Plaintiff in dire financial straits in  
7 spite of holding assets in excess of \$1.8 million dollars. It  
8 should be noted that Plaintiff has now lost the modest apartment  
9 she had rented and is now renting a room from a friend. She has had  
10 to borrow money from friends and relatives and has had to incur  
11 credit card debt to survive. This is absolutely inequitable. The  
12 Defendant is making a mockery of the law and has used the law as a  
13 sword and shield in this case. He has abused the law to  
14 financially cripple the Plaintiff and to protect himself from being  
15 held in contempt, sanctioned and for the terms of the divorce to be  
16 enforced.

17  
18       In light of the current situation the Defendant has brought  
19 about, the Plaintiff requests that she be awarded exclusive  
20 possession of the Procyon address for the purposes of preparing it  
21 for sale, and maintaining it in such a manner as to maximize the  
22 value and sale price of the home.

23  
24       As Defendant has stated he will never leave the property, it  
25 may be necessary for law enforcement to be utilized to remove Mr.  
26 Accomando from the property and that Ms. Accomando be allowed to  
27 change the locks on said property to maintain her safety.

Additionally, as the Defendant refuses to execute any of the documents necessary for the listing, sale and transfer of ownership of the real properties set forth in the Parties Decree of Divorce, Plaintiff requests that the Court apply NRCP 70 so that the Clerk of the Court may execute those documents in the Defendant's stead.

Additionally, as the Defendant refuses to transfer half of the assets in the Chase Bank Account held in Nina's name as ordered by the Court, Plaintiff asks that the Court incarcerate the Defendant until such time as he transfers said monies to the Plaintiff.

Therefore, in light of the Defendant's failure to comply with any of the terms of the Decree of Divorce, the Plaintiff asks that the Defendant be held in contempt, and that sanctions be imposed against him.

## II

## LEGAL ARGUMENT

A. Defendant Should be Held in Contempt as He has Failed to Comply with any of the terms of the Parties' Decree of Divorce

The refusal to obey a lawful order issued by the court is an act of contempt. NRS 22.010(3). The facts of contempt must be presented to the court through an affidavit. NRS 22.030(2). A person found guilty of contempt may be fined up to \$500 for each act of contempt, may be imprisoned for up to 25 days, or both. A person found guilty of contempt may also be required to pay the reasonable expenses, including attorney's fees, of the person seeking to enforce the order. NRS 22.100.

1 In the present case, the Defendant has a long history of not  
2 only abusing the law, but refusing to comply with the Court's  
3 orders in this case. The Defendant's history of contempt continues  
4 as he has not complied with one term of the Parties' Decree of  
5 Divorce.

6 Even something as simple as providing the Plaintiff with a  
7 copy of the March, 2022 Chase Bank statement demonstrating the  
8 amount of money on deposit in said account he has refused to do.  
9 Plaintiff was forced to subpoena those records which showed that on  
10 March 7, 2022 said account contained, \$66,988.35. (**Please see Chase**  
11 **Bank Account statement for the month of March, 2022 filed as**  
12 **Exhibit 3 by separate index as PLTFOSC2MOT0046 - PLTFOSC2MOT0047).**

13  
14 Needless to say, Defendant has also not transferred half of that  
15 amount into the Plaintiff's account.  
16 Consequently, Plaintiff asks that Defendant be incarcerated until  
17 such time as he transfers said money to Plaintiff.  
18

19 Defendant has additionally failed to provide proof that he has  
20 placed the Plaintiff's name on Nina's tuition account, he has  
21 failed to sign listing documents for the Procyon address and the  
22 Arizona properties and failed to sign a Quit Claim Deed  
23 transferring ownership of the Lane Horse Drive property to the  
24 Plaintiff that were mailed to him on July 6, 2022.

25 Defendant has failed to provide an accounting for the past two  
26 years of the rents he's received on the Lane Horse Drive property ,  
27 and has failed to pay the Plaintiff one half of all rents and  
28



1 payments he's received on the Lame Horse Drive (\$1,300/month),  
2 Procyon St. (\$840/month), and Pahrump properties (\$951/month) since  
3 the trial on this matter (March 7, 2022) to the present, nor has he  
4 provided documentary proof of the receipt of said payments.

5       As a result of failing to provide Plaintiff one half of said  
6 rental incomes and Pahrump land sale payments, Defendant currently  
7 owes Plaintiff the amount of **\$10,818.00**. As it is clear the  
8 Defendant contemptuous behavior will continue, Plaintiff requests  
9 that this amount, and any amounts that continue to accrue into the  
10 future be taken out of the Defendant's equity share of the real  
11 property that was ordered sold.

12       Additionally, as the Defendant refuses to sign any documents  
13 to effectuate the sale and transfer of the above properties, the  
14 Plaintiff requests that the provisions of NRCP 70 be applied so  
15 that Defendant can no longer hold up the sale and transfer of said  
16 properties and the Court Clerk could execute said documents in his  
17 stead.<sup>3</sup> On July 6, 2022, Defendant was mailed listing documents  
18  
19

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20  
21 <sup>3</sup> Rule 70. Enforcing a Judgment for a Specific Act

22 (a) Party's Failure to Act; Ordering Another to Act. If a judgment requires a party to convey land, to deliver a deed or other  
23 document, or to perform any other specific act and the party fails to comply within the time specified, the court may order the act to be  
done — at the disobedient party's expense — by another person appointed by the court. When done, the act has the same effect as if done  
by the party.

24 (b) Vesting Title. If the real or personal property is within this state, the court — instead of ordering a conveyance — may enter a  
judgment divesting any party's title and vesting it in others. That judgment has the effect of a legally executed conveyance.

25 (c) Obtaining a Writ of Attachment or Sequestration. On application by a party entitled to performance of an act, the clerk must issue  
26 a writ of attachment or sequestration against the disobedient party's property to compel obedience.

27 (d) Obtaining a Writ of Execution or Assistance. On application by a party who obtains a judgment or order for possession, the clerk  
must issue a writ of execution or assistance.

28 (e) Holding in Contempt. The court may also hold the disobedient party in contempt.

1 for the Procyon Street address and for the parcels of vacant land  
2 in Arizona and a Quit Claim Deed for the Lane Horse Drive property  
3 with instructions to sign the documents and return them to  
4 Plaintiff's counsel within seven (7) days in a self addressed,  
5 postage paid envelope. Receipt of the delivery of these documents  
6 was confirmed by delivery receipt. **(Please see documents mailed to**  
7 **Defendant attached as Exhibit 4 filed by separate index as**  
8 **PLTFOSC2MOT0048 - PLTFOSC2MOT0150).** Defendant has failed to  
9 execute and return said documents.  
10

11 Since that time, Defendant made a fraudulent conveyance of all  
12 of the real property from the MGN Trust to the NMA trust without  
13 the knowledge or consent of the Plaintiff who was a co-trustee of  
14 the MGN trust. In any event, such a fraudulent conveyance of  
15 property does not extinguish Plaintiff's community property share  
16 in said properties and the terms of the Decree of Divorce should be  
17 enforced in regards to the listing, transfer and sale of the same.  
18

19 Plaintiff also requests that she be awarded exclusive  
20 possession of the Procyon Street house so that she may prepare  
21 and maintain it for sale and that she be allowed to change the  
22 locks on said property to insure her safety. Defendant should  
23 be given a date certain for him to remove himself from the  
24 residence, and should he refuse to leave the Procyon address, that  
25 law enforcement be ordered to remove the Defendant from the Procyon  
26 Street address, if necessary.  
27

28 Plaintiff further asks that the Defendant be fined the amount

1 of \$500 for each act of contempt he has committed for a total  
2 amount of \$3,500.00.

3 That any money that Defendant owes to Plaintiff that has  
4 accrued, or continues to accrue, shall be taken out of his half of  
5 the equity realized upon the sale of the real property set forth  
6 in the Parties' Decree of Divorce and that the escrow company hold  
7 said funds and distribute them in accordance with the Court's  
8 Orders including the funds owed by the Defendant for Plaintiff's  
9 attorney's fees.  
10

11 **C. This Court Should Award the Plaintiff with Reasonable**  
12 **Attorney's Fees and Costs**

13 In *Miller v. Wilfong*, 121 Nev. 619, 119 P.3d 727 (2005), the  
14 Nevada Supreme Court held that it is within the trial court's  
15 discretion to determine the reasonable amount of attorney's fees  
16 under a statute or rule, and in exercising that discretion the  
17 Court must evaluate the factors set forth in *Brunzell v. Golden*  
18 *Gate National Bank*, 85 Nev. 345, 445 P.2d 31 (1969). The Brunzell  
19 Court identified the following factors that the trial court may  
20 consider in awarding attorney's fees:  
21

- 22 **1. The qualities of the advocate; his ability, his training,**  
23 **education, experience, professional standing and skill.**

24 Plaintiff's attorney is a graduate of Syracuse University  
25 College of Law. She was admitted to the State Bar of Nevada in  
26 1999, clerked for the Honorable Carl Christensen at the Eighth  
27 Judicial District Court Family Division and has practiced in the  
28 field of family law in Clark County for the past 23 years.

1       **2.    The character of the work to be done; it's difficulty,**  
2       **its intricacy, its importance, time and skill required,**  
3       **the responsibility imposed and the prominence and**  
4       **character of the parties where they affect the importance**  
5       **of the litigation.**

6       In any family law matter where the Parties are hostile to the  
7 point where one Party has refused to cooperate with any order of  
8 the Court or with any of the laws and rules governing this matter,  
9 it will necessarily take more effort to resolve.

10       In this case, the Defendant has failed to abide by any of the  
11 rules of civil procedure, has failed to comply with the court's  
12 interim orders, has attempted to obstruct this case at every turn  
13 and is now refusing to comply with any of the terms of the Decree  
14 of Divorce. If any case has required an advocate to go above and  
15 beyond in attempting to bring this matter to resolution, it is  
16 certainly this one.

17  
18       **3.    The work actually performed by the lawyer: the skill,**  
19       **time and attention given too the work; and**

20       Plaintiff's attorney has taken this matter from intake through  
21 trial and now through post-trial proceedings, during which time the  
22 Defendant has consistently failed to comply with the Nevada rules  
23 of civil procedure, the Court's interim orders and now the terms of  
24 the Decree of Divorce which has required more work that would have  
25 otherwise been necessary. The time taken on these tasks can be  
26 substantiated with a time log if requested.

27  
28       **4.    The result: whether the attorney was successful and what**

1                   **benefits were derived.**

2  
3           The results and benefits will speak for themselves at the  
4 conclusion of this matter.

5           In light of the foregoing, in particular, the unreasonable,  
6 obstructive and egregious behavior of the Defendant in this case,  
7 the Plaintiff should be awarded attorney's fees and costs.

8           Plaintiff further requests that any attorney's fees awarded in  
9 this case, including any future attorney's fees that may accrue  
10 through to the resolution of this matter, be paid for by the  
11 Defendant from his one-half of the equity in any real property  
12 ordered sold and that such funds be held in escrow until such time  
13 as they are ordered dispersed by the Court.  
14

15  
16                                   **III**

17                                   **CONCLUSION**

18           In light of the Defendant's contempt of the Court's  
19 orders Plaintiff requests the following relief:

20           1.   That Defendant be found in contempt of the terms of the  
21 Decree of Divorce and for fraudulent transfer of real properties  
22 from MGN Trust to NMA trust without the knowledge or consent  
23 of the Plaintiff who is the co-trustee of the MGN Trust;

24           2.   That sanctions be imposed against the Defendant for his  
25 failure to comply with the terms of the Decree of Divorce;  
26

27           3.   That Defendant be incarcerated until such time as he complies  
28 with the terms of the Decree of Divorce and transfers the amount of

1 \$33,494.00 to the Plaintiff which was awarded to her by the terms of the  
2 Decree of Divorce;

3 4. That Plaintiff be awarded exclusive possession of the Procyon  
4 Street address so that she may prepare and maintain it for sale;

5 5. That appropriate law enforcement be ordered to remove the  
6 Defendant from the Procyon Street address should he not voluntarily leave  
7 the premises;

8 6. That Plaintiff be allowed to change the locks on the Procyon  
9 Street address for her own safety;

10 7. That the Plaintiff be awarded the sum of \$10,818.00 for the  
11 amount of money the Defendant owes her for half of the rental and sales  
12 income he's collected since the date of the divorce and that said amount  
13 be paid, along with all future amounts that accrue, from Defendant's  
14 share of the equity realized from the sale of the real property ordered  
15 sold.

16 8. That NRCP 70 be applied so that all listing, sale and  
17 conveyance documents for the real properties ordered sold and/or  
18 transferred be signed by the Clerk of the Court in place of the  
19 Defendant;

20 9. That any and all monies Defendant currently owes to the  
21 Plaintiff by the terms of the Decree of Divorce be taken from his half of  
22 the equity realized from the sale of the real properties adjudicated in  
23 the Decree of Divorce;

24 10. That Defendant be fined \$500 for a total amount of \$3,500.00,  
25 and incarcerated for 125 days for each act of contempt;

26 11. For an award of attorney's fees and costs;

27 12. For such other relief the Court deems just and proper,  
28

1 including the incarceration of the Defendant for his egregious and  
2 continued contempt of the orders of this court.

3 This Motion is made and based upon EDCR 3.60, the papers and  
4 pleadings on file herein, the Points and Authorities submitted herewith  
5 as well as any Affidavits attached hereto, and any oral argument of  
6 counsel allowed at the time of the hearing of this matter.

7 DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.

8 **REZA ATHARI & ASSOCIATES**

9  
10  
11 BY: 

**MARIA L. MILANO, ESQ.**

Nevada Bar No. 7121

3365 Pepper Lane, Suite 102

Las Vegas, Nevada 89120

Attorneys for Plaintiff,

**GEORGANN ACCOMANDO**

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1                                    **AFFIDAVIT IN SUPPORT OF MOTION**

2            1.     I, GEORGANN ACCOMANDO, the Plaintiff in the above  
3                                    entitled action, declares under penalty of perjury that I have read  
4                                    the foregoing Motion and know the contents thereof; that the  
5                                    averments contained therein are true of my own knowledge, except  
6                                    for those matters therein contained stated upon information and  
7                                    belief, and that as to those matters, I believe them to be true.

8  
9            2.     I Declare under penalty of perjury under the law of the  
10                                  State of Nevada that the foregoing is true and correct.

11           3.     That Defendant, Mario Accomando, has failed to comply  
12                                  with any of the terms of the Divorce Decree.

13           4.     That although Defendant was ordered to place my name on  
14                                  our daughter Nina's tuition account, he has failed to provide proof  
15                                  that he has done so.

16           5.     Defendant was ordered to provide me with the March, 2022  
17                                  Chase bank statement for the account he holds with our daughter  
18                                  Nina, but refused to do so which required my attorney to subpoena  
19                                  said statement.

20  
21           6.     The Chase bank statement for March 7, 2022 indicated that  
22                                  account held the amount of \$66,988.35 Defendant was ordered to  
23                                  transfer one half of that amount into my account, yet he has  
24                                  refused to do so.

25           7.     As ordered by the Court, I hired real estate agents to  
26                                  prepare listing documents for the Procyon Street address and the  
27                                  Arizona properties.  
28



1        8. Said real estate agents prepared the listing agreements  
2 which were mailed to Mr. Accomando on July 6, 2022 for him to sign  
3 and return to my attorney in self addressed, postage prepaid  
4 envelope. Mr Accomando refused to sign and return said documents.

5        9. I was awarded the Lame Horse Drive property as per the  
6 terms of the Divorce, therefore, my attorney prepared a Quit Claim  
7 Deed transferring ownership to me. Said Quit Claim Deed was also  
8 mailed to Mr. Accomando on July 6, 2022. Again he refused to sign  
9 it and return it to my attorney.  
10

11       10. Mr Accomando was supposed to give me an accounting of the  
12 rents he received from the Lame Horse Drive property for the past  
13 two years. He has not done that.

14       11. Mr. Accomando was supposed to pay me one half of all  
15 rents and payments he has received from the date of the divorcee  
16 until the present for the Lame Horse Drive, Procyon Street and  
17 Pahrump properties, but I have received nothing since that time.  
18

19       12. Mr. Accomando has made it clear to me through third  
20 parties that he does not intend to comply with any of the terms of  
21 the Decree of Divorce and will not leave the Procyon address until  
22 the police take him out.

23       13. Mr. Accomando has also, through third parties,  
24 threatened my safety.

25       14. I ask the Court to allow the Clerk of the Court to sign  
26 whatever documents are necessary to effectuate the sale of the real  
27  
28

1 properties set forth in the Decree of Divorce and to transfer  
2 ownership of the Lane Horse Drive property into my name.

3 15. It should be noted by the Court that Mr. Accomando  
4 transferred all of the real estate holdings from the MGN Trust to  
5 the NMA Trust. As I am a trustee for the MGN Trust, this transfer  
6 was done without my knowledge or consent and is, therefore, a  
7 fraudulent conveyance.  
8

9 16. I also ask the Court to incarcerate the Defendant until  
10 such time as he transfers one half of the money owed to me from the  
11 Chase Bank account.

12 17. I ask for the money he owes me from rental and sale  
13 income he's collected since the date of our divorce and what  
14 continues to accrue which should be taken out of his share of the  
15 equity from the sale of the properties that were ordered sold;

16 18. I ask the Court to allow me exclusive possession of the  
17 Procyon Street address so that I can prepare and maintain the  
18 property for sale. I would also like to be given permission to  
19 change the locks for my own safety and for law enforcement to be  
20 utilized to remove Mr. Accomando from the Procyon Street address  
21 should he refuse to leave.  
22

23 19. Every day that passes, the properties lose value as  
24 mortgage interest rates increase. The Defendant's continued  
25 failure to comply with the Court's order and cooperate with the  
26 listing and sale of the real property has resulted in the market  
27  
28

1 value of the property to decrease which is a direct loss of assets  
2 for me.

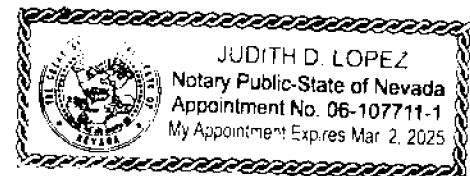
3 20. The fact that the Defendant has not paid me my community  
4 share of money awarded to me has caused me to lose my apartment.  
5 I've had to borrow money from friends and relatives. I must now  
6 rent a room and can barely afford to survive. The Defendant cannot  
7 be allowed to continue to abuse the legal system and thumb his nose  
8 at the law and the Court's orders.

10 21. I believe that as a result of the Defendant's continued  
11 refusal to comply with the court's orders that he be sanctioned  
12 \$500 for each act of contempt and that I be awarded attorney's  
13 fees to be paid from his half of the equity realized from the sale  
14 of the community real property.

16  
17 Georgann Accomando  
18 **GEORGANN ACCOMANDO**

19 **SUBSCRIBED and SWORN** to before me  
20 this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

21 \_\_\_\_\_  
22 **NOTARY PUBLIC** for the State of  
23 Nevada, County of Clark



MOFI

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

GEORGANN ROSE ACCOMANDO

Plaintiff/Petitioner

v.

MARIO ACCOMANDO

Defendant/Respondent

Case No. D-21-628915-D

Dept. M

**MOTION/OPPOSITION  
FEE INFORMATION SHEET**

**Notice:** Motions and Oppositions filed after entry of a final order issued pursuant to NRS 125, 125B or 125C are subject to the reopen filing fee of \$25, unless specifically excluded by NRS 19.0312. Additionally, Motions and Oppositions filed in cases initiated by joint petition may be subject to an additional filing fee of \$129 or \$57 in accordance with Senate Bill 388 of the 2015 Legislative Session.

**Step 1.** Select either the \$25 or \$0 filing fee in the box below.

☐ **\$25** The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.

-OR-

☒ **\$0** The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:

☐ The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.

☐ The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.

☐ The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on \_\_\_\_\_.

☒ Other Excluded Motion (must specify) Motion for an Order to Show Cause

**Step 2.** Select the \$0, \$129 or \$57 filing fee in the box below.

☒ **\$0** The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:

☒ The Motion/Opposition is being filed in a case that was not initiated by joint petition.

☐ The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.

-OR-

☐ **\$129** The Motion being filed with this form is subject to the \$129 fee because it is a motion to modify, adjust or enforce a final order.

-OR-

☐ **\$57** The Motion/Opposition being filing with this form is subject to the \$57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of \$129.

**Step 3.** Add the filing fees from Step 1 and Step 2.

The total filing fee for the motion/opposition I am filing with this form is:

☒ \$0 ☐ \$25 ☐ \$57 ☐ \$82 ☐ \$129 ☐ \$154

Party filing Motion/Opposition: GEORGANN ROSE ACCOMANDO Date 11/07/22

Signature of Party or Preparer /s/ GEORGANN ROSE ACCOMANDO

DISTRICT COURT  
CLARK COUNTY, NEVADA

\*\*\*\*

Electronically Filed  
11/8/2022 7:12 AM  
Steven D. Grierson  
CLERK OF THE COURT



Georgann Rose Accomando, Plaintiff  
vs.  
Mario Accomando, Defendant.

Case No.: D-21-628915-D  
Department M

**NOTICE OF HEARING**

Please be advised that the Plaintiff's Motion for an Order to Show Cause Regarding Contempt and the Imposition of Sanctions for Defendant's Failure to Comply with Terms of Decree of Divorce in the above-entitled matter is set for hearing as follows:

**Date:** December 20, 2022  
**Time:** 10:00 AM  
**Location:** Courtroom 04  
Family Courts and Services Center  
601 N. Pecos Road  
Las Vegas, NV 89101

**NOTE: Under NEFCR 9(d), if a party is not receiving electronic service through the Eighth Judicial District Court Electronic Filing System, the movant requesting a hearing must serve this notice on the party by traditional means.**

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Brionna Bowen  
Deputy Clerk of the Court

**CERTIFICATE OF SERVICE**

I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion Rules a copy of this Notice of Hearing was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.

By: /s/ Brionna Bowen  
Deputy Clerk of the Court