

DISCLOSURE STATEMENT FOR SELLER'S PROPERTY

In compliance with Nevada state law, the seller of residential real estate in Nevada is required to reveal any known issues or factors related to the property that could negatively impact its value or usability (refer to NRS 113.130 and 113.140).

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

Property Address: _____

An agent representing the seller is prohibited from filling out a disclosure form for the residential property on the seller's behalf.
(NRS 113.130(2))

A seller who needs an ADA-compliant version of this document can reach out to Nevada ADA Assistance to make their request: [NV ADA Assistance](#)

A buyer cannot forgo the obligation to receive this form, nor can a seller ask the buyer to waive it.
(NRS 113.130(3))

Type of Seller: Bank (financial institution); Asset Management Company; Owner-occupier; Other: _____

Purpose of Statement: (1) This document serves as a disclosure regarding the property's condition in accordance with the Seller Real Property Disclosure Act, effective January 1, 1996. (2) This document discloses information about the property's condition as known by the Seller, which could significantly impact its value. Unless stated otherwise, the Seller does not have specialized knowledge in areas such as construction, architecture, engineering, or any other field related to the property's construction or the condition of its improvements. Additionally, unless stated otherwise, the Seller has not performed inspections on typically inaccessible areas like the foundation or roof. This document is not a warranty from the Seller or any Agent acting on the Seller's behalf in this transaction and should not be considered a substitute for any inspections or warranties the Buyer may wish to pursue. The systems and appliances listed in this form by the Seller are not part of the contractual agreement regarding the inclusion of any system or appliance in the binding contract.

Instructions to the Seller: (1) RESPOND TO ALL QUESTIONS. (2) DISCLOSE ANY KNOWN ISSUES IMPACTING THE PROPERTY. (3) IF YOU NEED MORE SPACE, ATTACH ADDITIONAL PAGES WITH YOUR SIGNATURE. (4) FILL OUT THIS FORM YOURSELF. (5) IF ANY ITEMS DO NOT APPLY TO YOUR PROPERTY, MARK N/A (NOT APPLICABLE). BEGINNING JANUARY 1, 1996, FAILURE TO PROVIDE A SIGNED DISCLOSURE STATEMENT TO THE BUYER WILL ALLOW THE BUYER TO CANCEL A PURCHASE AGREEMENT THAT WOULD OTHERWISE BE BINDING AND PURSUE OTHER LEGAL REMEDIES (see NRS 113.150).

Systems / Appliances: Are you aware of any issues or faults with any of the following:

	<u>YES</u>	<u>NO</u>	<u>N/A</u>		<u>YES</u>	<u>NO</u>	<u>N/A</u>
Electrical System.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Shower(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plumbing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sink(s).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sewer System & line	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sauna/hot tub(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Septic tank & leach field	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Built-in microwave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Well & pump.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Range/oven/hood-fan.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Yard sprinkler system(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dishwasher.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fountain(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Garbage disposal.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Heating system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trash compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cooling system.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central Vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Solar heating system.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Alarm system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fireplace & chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Owned ... <input type="checkbox"/> Leased ... <input type="checkbox"/>			
Wood burning system.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Smoke Detector.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Garage door opener	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Intercom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water treatment system(s).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Data Communication line(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Owned ... <input type="checkbox"/> Leased ... <input type="checkbox"/>				Satellite dish(es).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water heater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Owned ... <input type="checkbox"/> Leased ... <input type="checkbox"/>			
Toilet(s).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bathub(s).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

Property Conditions, improvements, and additional information:

YES NO N/A

Are you aware of any of the following?:

1. Structure:

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

2. Land / Foundation:

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

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

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

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

6. Environmental:

- (a) Any substances, materials, or products which may be an environmental hazard such as but not limited to, asbestos, radon gas, urea formaldehyde, fuel or chemical storage tanks, contaminated water or soil on the property?..... YES NO
- (b) Has property been the site of a crime involving the previous manufacture of Methamphetamine where the substances have not been removed from or remediated on the Property by a certified entity or has not been deemed safe for habitation by the Board of Health? YES NO

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

8. Any features of the property shared in common with adjoining landowners such as walls, fences, road, driveways or other features whose use or responsibility for maintenance may have an effect on the property?..... YES NO

9. Common Interest Communities: Any "common areas" (facilities like pools, tennis courts, walkways or other areas co-owned with others) or a homeowner association which has any authority over the property? YES NO

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

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

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

12. Lead-Based Paint: Was the property constructed on or before 12/31/77? YES NO
(If yes, additional Federal EPA notification and disclosure documents are required)

13. Water source: Municipal Community Well Domestic Well Other
If Community Well: State Engineer Well Permit Number: _____
Revocable Permanent Cancelled

14. Conservation Easements such as the SNWA's Water Smart Landscape Program: Is the property a participant? YES NO

15. Solar Panels: Are any installed on the property?..... YES NO
If yes, are the solar panels: Owned Leased or Financed

16. Wastewater Disposal: Municipal Sewer Septic System Other

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

EXPLANATIONS: Any "Yes" answers to the questions on pages 1 and 2 must be thoroughly explained in this section. If more space is required, please attach additional pages.

It is recommended that both buyers and sellers of residential property consult with an attorney regarding their rights and responsibilities outlined in Chapter 113 of the Nevada Revised Statutes, specifically relating to the seller's duty to complete the Nevada Real Estate Division's approved "Seller's Real Property Disclosure Form." For your reference, Chapter 113 of the Nevada Revised Statutes is provided below:

STATE OF THE RESIDENTIAL PROPERTY BEING SOLD

NRS 113.100 Definitions. As used in [NRS 113.100](#) to [113.150](#), inclusive, unless the context otherwise requires:

1. "Defect" refers to a condition that significantly impacts the value or use of residential property in a negative way.
2. "Disclosure form" refers to a document that meets the requirements set forth by regulations under [NRS 113.120](#).
3. "Dwelling unit" refers to any building, structure, or part of a structure that is used, or intended to be used, as a residence by one person or a group of people sharing a common household.
4. "Residential property" refers to any land in this state on which there are one to four dwelling units.
5. "Seller" refers to an individual who is selling or plans to sell residential property. (Added to NRS by [1995, 842](#); A [1999, 1446](#))

NRS 113.110 Requirements for the "transfer of property" and completion of document service. For the purposes of [NRS 113.100](#) to [113.150](#), inclusive:

1. A "conveyance of property" occurs:
 - (a) When an escrow is completed for the transfer of property; or
 - (b) If no escrow has been initiated for the transfer, when the buyer of the property is given the deed of transfer.
2. Service of a document is complete:
 - (a) When the document is delivered directly to the individual being served; or
 - (b) Three days after the document is mailed, with prepaid postage, to the individual's most recent address.

(Added to NRS by [1995, 844](#))

NRS 113.120 Rules outlining the format and required information for the property condition disclosure form. The Real Estate Division within the Department of Business and Industry will establish regulations that define the format and content of a form for disclosing the condition of residential property being sold. These regulations must ensure that the form:

1. Requires an assessment of the condition of the electrical, heating, cooling, plumbing, and sewer systems on the property, as well as any other elements of the property that impact its value or use. The form should also allow the seller to specify whether they are aware of any defects in these systems or other aspects of the property.
2. Provides notice:
 - (a) Of the provisions of [NRS 113.140](#) and subsection 5 of [NRS 113.150](#).
 - (b) Clarifies that the disclosures in the form are provided by the seller, not the seller's agent.
 - (c) States that both the seller's agent and the agent representing the buyer or prospective buyer of the property are permitted to disclose the completed form and its details to any buyer or potential buyer of the residential property.

(Added to NRS by [1995, 842](#))

NRS 113.130 Filling out and delivering the disclosure form prior to the property transfer; identification or escalation of defects after the form has been delivered; exceptions; and waiver.

1. Except as otherwise provided in subsection 2:
 - (a) No less than 10 days prior to the transfer of residential property to a buyer:
 - (1) The seller must fill out a disclosure form for the residential property; and
 - (2) The seller or the seller's agent must provide the completed disclosure form to the buyer or the buyer's agent.
 - A listing agent is prohibited from filling out a disclosure form for the residential property on the seller's behalf.
 - (b) If, after the completed disclosure form has been provided but before the property is transferred to the buyer, the seller or the seller's agent identifies a new issue with the residential property that was not listed on the disclosure form, or if an issue noted on the form has worsened, the seller or their agent must notify the buyer or the buyer's agent of this in writing as soon as possible, but no later than the transfer of the property. If the seller refuses to fix or replace the issue, the buyer may:
 - (1) Cancel the purchase agreement for the property; or
 - (2) Proceed with the closing and accept the property in its current condition, as disclosed by the seller or the seller's agent, without any further claims.
 - (c) A seller's agent will not be held responsible for any damages to the buyer if:
 - (1) The seller is aware of a defect but does not disclose it to the buyer on the disclosure form as required by paragraph (a); or
 - (2) After the disclosure form has been provided but before the property is transferred to the buyer, the seller finds a new defect that wasn't listed on the form, or the condition of a previously disclosed defect worsens, and the seller fails to notify the buyer or their agent as required by paragraph (b).
 - The terms of this paragraph do not impact, and should not be interpreted as impacting, the duty of a seller's agent to adhere to the requirements outlined in paragraph (a) of subsection 1 of [NRS 645.252](#).
 2. Subsection 1 does not apply to the sale or intended sale of residential property in the following circumstances:
 - (a) A sale through foreclosure as outlined in [chapter 107](#) of NRS.
 - (b) A sale between co-owners of the property, spouses, or individuals related within the third degree of consanguinity.
 - (c) The initial sale of a residence built by a licensed contractor.
 - (d) A sale by someone who temporarily takes possession, control, or title of the property solely to assist in the sale on behalf of an individual who is relocating to another county, state, or country before the title is transferred to the buyer.
 - (e) A sale by a fiduciary under title 12 or 13 of NRS, such as a personal representative, guardian, trustee, or an individual acting under a power of attorney, who temporarily takes possession, control, or title of the property solely to assist in the sale on behalf of someone who is deceased or incapacitated.
 3. A buyer of residential property cannot waive any of the provisions in subsection 1. Similarly, a seller of residential property cannot demand that a buyer waive any of the provisions in subsection 1 as a condition of the sale or for any other reason.
 4. If the sale or intended sale of residential property is excluded from the requirements of subsection 1 under paragraph (a) of subsection 2, the trustee and beneficiary of the deed of trust must, at the latest, provide the necessary information either at the time the property is transferred to the buyer or upon the buyer's request:
 - (a) A written notice to the buyer regarding any defects in the property that the trustee or beneficiary is aware of; and
 - (b) If any defects have been repaired, replaced, or an attempt was made to repair or replace them, the contact details of any asset management company that handled the property. The asset management company must provide a service report to the buyer upon request.
 5. As used in this section:
 - (a) "Seller" includes, without limitation, a client as defined in [NRS 645H.060](#).
 - (b) "Service report" has the meaning ascribed to it in [NRS 645H.150](#).
- (Added to NRS by [1995, 842](#); A [1997, 349](#); [2003, 1339](#); [2005, 598](#); [2011, 2832](#); [2021, 961](#); [1081](#))

NRS 113.135 Certain sellers are required to provide copies of specific NRS provisions and inform the buyer about certain soil reports; the initial buyer has the right to cancel the sales agreement under certain conditions; waiver of the right to cancel.

Certain sellers must supply copies of relevant NRS provisions and notify the buyer of specific soil reports; the original buyer may cancel the sales agreement in certain situations; waiver of the cancellation right:

- (a) Provide the original buyer with a copy of [NRS 11.202](#) to [11.2055](#), inclusive, and [40.600](#) to [40.695](#), inclusive;
 - (b) Inform the original buyer about any soil report created for the residential property or the subdivision where the property is located; and
 - (c) If the original buyer submits a written request within 5 days of signing the sales agreement, provide the buyer, at no charge, each report mentioned in paragraph (b) within 5 days after the seller receives the written request.
2. The original buyer has the right to cancel the sales agreement within 20 days after receiving all the reports as outlined in paragraph (c) of subsection 1.
 3. The original buyer may choose to waive their right to cancel the sales agreement as provided in subsection 2. This waiver is valid only if it is made in writing and signed by the buyer.

(Added to NRS by [1999, 1446](#); A [2015, 18](#))

NRS 113.140 does not require the disclosure of defects that are unknown; the form does not serve as a warranty; the buyer and potential buyer are obligated to use reasonable care.

1. [NRS 113.130](#) does not mandate that a seller disclose any defects in the residential property that they are unaware of.
2. A fully filled-out disclosure form does not serve as a guarantee, either express or implied, about the condition of the residential property.
3. Neither this chapter nor chapter 645 of NRS absolves a buyer or potential buyer from the obligation to use reasonable care to safeguard their own interests. (Added to NRS by [1995, 843](#); A [2001, 2896](#))

NRS 113.150 Actions available for a seller's delayed or omitted disclosure of property defects; waiver.

1. If a seller or the seller's agent does not provide a completed disclosure form as required by [NRS 113.130](#), the buyer may cancel the purchase agreement at any point before the property is transferred to them, without facing any penalties.
 2. If, prior to transferring the property to the buyer, the seller or the seller's agent notifies the buyer or the buyer's agent—either through the disclosure form or a separate written notice—of a defect in the property where the cost to repair or replace it isn't restricted by terms in the purchase agreement, the buyer has the right to:
 - (a) Cancel the purchase agreement at any point before the property is officially transferred to the buyer; or
 - (b) Proceed with closing and take ownership of the property, accepting the disclosed defect without any further claims or remedies.
 3. To be valid, a cancellation of the agreement under subsection 2 must be in writing, notarized, and delivered no later than four business days after the buyer receives notice of the defect:
 - (a) To the escrow holder managing the property transfer; or
 - (b) If no escrow has been established, to the seller or the seller's representative.
 4. Unless otherwise stated in subsection 5, if a seller transfers residential property to a buyer without following the requirements of [NRS 113.130](#) or without giving the buyer or their agent written notice of all known defects, and the property contains a defect that the seller knew about prior to the transfer—and the cost to fix or replace that issue isn't capped by terms in the purchase agreement—the buyer may recover three times the cost to repair or replace the defective area, along with reasonable attorney's fees and court costs. Any legal action to enforce this right must be filed within one year of when the buyer discovered or reasonably should have discovered the defect, or within two years of the property's transfer—whichever is later.
 5. A buyer cannot claim damages from the seller under subsection 4 due to a mistake or missing information in the disclosure form if that error resulted from the seller relying on details given to them by:
 - (a) A state or local government official or employee acting within the normal scope of their responsibilities; or
 - (b) A licensed professional in Nevada at the time the information was given—such as a contractor, engineer, land surveyor, certified inspector as defined in NRS 645D.040, or a licensed pesticide applicator.
 6. A buyer of residential real estate may choose to give up any rights granted under this section. However, the waiver is only valid if it is documented in writing, signed by the buyer, and notarized.
- (Added to NRS by [1995, 843](#); A [1997, 350, 1797](#))

To the best of the seller's knowledge, the details given on pages one (1), two (2), and three (3) of this disclosure are accurate and complete as of the date shown on page one (1). **THE SELLER IS OBLIGATED TO INFORM THE BUYER IF ANY NEW DEFECTS ARE FOUND OR IF EXISTING DEFECTS DETERIORATE** (*Refer to NRS 113.130(1)(b)*).

Seller(s): _____ Date: _____

Seller(s): _____ Date: _____

THE BUYER MAY WANT TO SEEK PROFESSIONAL COUNSEL AND INSPECTIONS TO BETTER ASSESS THE CONDITION OF THE PROPERTY AND ITS ENVIRONMENTAL STATUS. The buyer(s) have read and acknowledge receiving a copy of this Seller's Real Property Disclosure Form, along with a copy of NRS Chapter 113.100-150, inclusive, which are attached as pages four (4) and five (5).

Buyer(s): _____ Date: _____

Buyer(s): _____ Date: _____