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APR 21 2014

REAL ESTATE COMMISSION
BY

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**BEFORE THE REAL ESTATE COMMISSION**

**STATE OF NEVADA**

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| JOSEPH R. DECKER, Administrator, REAL ESTATE DIVISION, DEPARTMENT OF BUSINESS & INDUSTRY, STATE OF NEVADA,<br><br>Petitioner,<br>vs.<br><br>SUSAN KAY LOWE,<br><br>Respondent. | Case No.: REN 14-04-11-040 |
| JOSEPH R. DECKER, Administrator, REAL ESTATE DIVISION, DEPARTMENT OF BUSINESS & INDUSTRY, STATE OF NEVADA,<br><br>Petitioner,<br>vs.<br><br>MICHELLE PLEVEL,<br><br>Respondent. | Case No.: REN 14-06-06-061 |

## REPLY TO RESPONSE TO JOINT MOTION TO DISMISS

COMES NOW, Respondent SUSAN KAY LOWE (hereinafter "Lowe"), by and through her undersigned counsel Cassell von Baeyer, Esq. of Incline Law Group, LLP, and Respondent, MICHELLE PLEVEL (hereinafter "Plevel"), by and through her undersigned counsel, Roderic A. Carucci, Esq., and hereby submit the Reply to Response to Joint Motion to Dismiss in the above-entitled matters.

### I. The Division Has Failed to State an Actionable Claim

The Division's Complaint does not set forth any facts which amount to an actionable claim, even if such facts are presumed true. "On a motion to dismiss for failure to state a claim, the court must presume all factual allegations of the complaint to be true and draw all reasonable inferences in favor of the non-moving party." *Ungaro v. Desert Palace, Inc.*, 732 F.Supp. 1522, 1524 citing *Usher v. City of Los Angeles,* 828 F.2d 556, 561 (9th Cir. 1987). "The issue is not whether the plaintiff will ultimately prevail, but whether he is entitled to offer evidence to support his claim." *Id.* "The trial court may not grant a motion to dismiss for failure to state a claim "unless it appears beyond doubt that the plaintiff can prove no set facts in support of his claim which would entitle him to relief."" *Id.*

The Complaint presents a summary of ten transactions all of which have certain common facts. In each of the ten transactions, the property was subject to a default and at risk of being foreclosed upon. The seller of each property then sought the expertise and assistance of Plevel in order to avoid the consequences of foreclosure. Plevel was able to procure a buyer for each of the properties who was willing to purchase the distressed property via a short sale. In most cases, the seller received relocation assistance, and, in all ten cases, the seller received a deficiency waiver from the lender. Sometime after the short sale of each property, the properties were resold at a higher price to a new buyer through a subsequent sale. Neither Respondent Plevel nor Lowe were involved in any of the ten subsequent resales of the properties. These facts are undisputed.

Even assuming all allegations of the complaint to be true, and drawing all reasonable inferences in favor of the Division, without providing additional facts or implying some sort of duty which is not articulated in any statute, none of these factual allegations violate any statute cited in the Plevel Complaint, namely a failure to deal fairly with the sellers and not dealing fairly with the sellers' lenders. The Complaint against Plevel never sets forth facts which describe any "unfairness" to the seller. The

Complaint against Lowe merely makes a broad sweeping generalization that she failed to adequately supervise Plevel in violation of her duties, but never suggests how Lowe failed to supervise, nor what Plevel did that should have been supervised. The Complaint never articulates which one, if any, of the transaction steps violated any statutory duty owed by either Plevel or Lowe or how any party was harmed or disadvantaged.

Based on the facts alleged in the Complaint, the Division offers no set facts in support of its claim which would substantiate a violation. The Motion to Dismiss does not attempt to establish facts, but merely points out that no facts were alleged that demonstrate even a connection between the alleged "facts" and the alleged failure to "deal fairly." The Complaint is absent of any facts, whether proven or not, that support a violation of any statute or duty owed.

## II. A Response to a Motion to Dismiss is Not the Proper Place to Amend a Complaint

Because it can offer no facts to support its allegations, the Division is improperly seeking to expand the scope of its Complaint through its responsive pleading. The Complaint alleges Plevel violated her duty to deal fairly with sellers and sellers' lenders under NRS 645.633(1)(h), NRS 645.252(2), and NAC 645.605(6). The Division is now seeking to expand its Complaint to include an allegation of "preferentialism" which is not defined nor included in any relevant Nevada case law or statute.

The Division's Response states "the Complaints set forth numerous allegations of Respondents' preferentialism of specified buyers over specified sellers and the sellers' lenders with respect to specified properties, and specified actions allegedly undertaken to monetize that preferentialism to benefit those buyers, and the Respondents themselves, at the expense of other parties to the real estate transactions." Response p. 2, lines 6-11. The Complaints do no such thing. The Complaints merely set forth factual circumstances surrounding ten separate transactions and then in a conclusory fashion, allege that somehow a violation occurred. There is no tying together of the facts to the law or any form of application of facts to law. There is no allegation of how many of those facts were "at the expense" of any party to the transaction. There is no reference to any statute or regulation, nor is there one that Respondent is aware of, that would make "preferentialism" a violation of any statute or regulation.

While the Division's Complaint does reference various provisions of the NRS and NAC, none of those sections in any way preclude "preferentialism" so long as the duty of care set forth in the relevant

sections are not violated. Neither the Complaint, nor the Division's Response, set forth any facts that could even imply that somehow Respondents benefitted from any of the actions to the detriment of any of the parties to the transactions. Any reading of the statutes that in any way ran parallel to the Division's new position would mean that real estate agents could never sell more than one property to the same buyer as it would be considered preferentialism. No agent would be allowed to have a "book of buyers" to help foster sales of real property in the state. This goes completely against how the real estate industry works as many agents are selected based on their knowledge and experience in real estate and their ability to reach out to known qualified buyers.

An agent's job is to procure a buyer. The Division's own "Duties Owed" Form 525 specifically provides that "a Nevada real estate licensee *shall* seek a sale, purchase, option, rental or lease of real property at the price and terms stated in the brokerage agreement or *at a price acceptable to the buyer" (emphasis added)* (see **Exhibit 1**). Further, the private listing contract between the seller and the agent/broker requires an agent to procure a buyer willing to pay the seller's approved price (see **Exhibit 2**). This same agreement allows the seller to determine, at his/her own risk whether to list the property with MLS or to waive that right and accept an offer from a buyer without the MLS listing. There is no requirement that a property be offered up for "bid".

In these cases, each seller expressly waived its right to list the property in the MLS or other internet listing sites. It is the seller's election how, and under what terms, they wish to sell their property. To suggest otherwise not only infringes on contract rights but it flies in the face of the statutes. The Division's attempt to amend its Complaint via a Response to a Motion to Dismiss is improper. Even if it were allowed, "preferentialism" is not listed in any Nevada statute as a violation of any duty of care.

### III. The Statutes do not Provide Adequate Notice That the Actions Made By Respondents Amount to a Violation.

The duties sought to be imposed by the Division are not readily perceptible in light of any authority. "A fundamental principle of our legal system is that laws which regulate persons or entities must give fair notice of conduct that is forbidden or required… [t]his requirement of clarity in regulation is essential to protections provided by the Due Process Clause of the Fifth Amendment." *F.C.C. v. Fox Television Stations, Inc.,* 132 S. Ct. 2307, 2317, 183 L. Ed. 2d 234 (2012) (quoting *United States v.*

*Williams,* 553 U.S. 285, 304, 128 S. Ct. 1830, 170 L. Ed. 2d 650 (2008)). The Division seeks to extend the meaning of "dealing fairly" beyond the commonly accepted meaning and usage, thereby "men of common intelligence must necessarily guess as to its meaning and differ as to its application." *State v. Glusman,* 98 Nev. 412, 651 P.2d 639, 644 (1982). Either the language of the statute is too vague to provide reasonable guidance or the Division is seeking to change the established meaning of the statute.

**IV. Inconsistent Ruling Will Create Ambiguity and Uncertainty.**

The Commission must remain consistent with its prior determination that an agent owes no duty to a seller's lender in a short sale and that an agent's dual agency in a short sale transaction is not an inherent violation. The court may set aside the Commission's decision if that decision is: (a) in violation of constitutional or statutory provisions; (b) in excess of the statutory authority of the agency; (c) made upon unlawful procedure; (d) affected by other error of law; (e) clearly erroneous in view of reliable, probative and substantial evidence on the whole record; or (f) arbitrary and capricious or characterized by abuse of discretion. Nev. Rev. Stat. § 233B.135(3). An agency's decision is arbitrary and capricious if it was not "based on a consideration of the relevant factors" or if there was a "clear error of judgment." *Citizens to Preserve Overton Park, Inc. v. Volpe,* 401 U.S. 402, 416 (1971). A decision on the interpretation of the law that conflicts with that recently rendered in Lococo would be arbitrary and capricious and therefore an abuse of discretion. The Commission previously found that an agent/broker owed no duty to a Seller's Lender. In fact, the Commission's decision affirms the established case law that a seller's agent in a short sale is in an adversarial position to a seller's lender. Similarly, the Commission previously determined that an agent/broker could not be found to have violated its duty of fairness by simply procuring a buyer prior to listing and in its dual agency of both the buyer and seller. The allegations set forth in the O'Brien and Lococo cases, which were deemed not to be a violation of any statute, are identical to those set forth in the Plevel and Lowe cases but for the seller and buyers' names, the sale prices, and the property addresses. For the Commission to issue inconsistent rulings is arbitrary and capricious and will undermine its legitimacy.

**CONCLUSION**

The Plevel and Lowe Complaints should be Dismissed with Prejudice before inflicting further damage to the reputation of Respondents who have not committed a violation of any statute or regulation.

The Commission noted in the O'Brien/Lococo cases, which are substantially similar in every regard, held that no violations could be found and the same is the case here. The Division should dismiss the claims against Respondents with prejudice.

**Affirmation Pursuant to NRS 239B.030**

The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

DATED this 20th day of April, 2015.

**INCLINE LAW GROUP, LLP**

CASSELL VON BAEYER, ESQ.
Attorneys for Respondent Susan Kay Lowe

**LAW OFFICES OF RODERIC CARUCCI**

RODERIC A. CARUCCI, ESQ.
Attorney for Respondent Michelle Plevel

## INDEX OF EXHIBITS


1. BRED form 525 — 1 Page
2. Listing Agreement — 3 Pages

## CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury, that I am an employee of INCLINE LAW GROUP, LLP that I am over the age of eighteen (18) years, and that I am not a party to, nor interested in, this action. On this date, I caused to be served a true and correct copy of the foregoing document on all parties to this action by placing an original or true copy thereof in a sealed envelope placed for collection and mailing in a FedEx repository, at Reno, Nevada postage paid, following the ordinary course of business practices; addressed as follows:

Real Estate Division, State of NV
Attn: Legal Administrative Officer
2501 East Sahara Avenue
Las Vegas, Nevada 89104-4137

Keith E. Kizer
Deputy Attorney General
555 East Washington Avenue, Suite 3900
Las Vegas, Nevada 89101
Attorneys for Real Estate Division
*Courtesy copy sent via email*

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 20th day of April, 2015.

Helena Flores, an employee of
Incline Law Group, LLP

# EXHIBIT 1

EXHIBIT 1

# DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

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

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

**a) Each party for whom the licensee is acting as an agent in the real estate transaction, and**

**b) Each unrepresented party to the real estate transaction, if any.**

**Licensee:** The licensee in the real estate transaction is _____

whose license number is _____. The licensee is acting for [client's name(s)] _____

_____ who is/are the ☐ Seller/Landlord; ☐ Buyer/Tenant.

**Broker:** The broker is _____, whose

company is _____.

**Licensee's Duties Owed to All Parties:**

A Nevada real estate licensee shall:

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

**Licensee's Duties Owed to the Client:**

A Nevada real estate licensee shall:

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

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

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

**Licensee Acting for Both Parties:**

You understand that the licensee _____ may *or* _____ may not,
(Client Initials) (Client Initials)

in the future act for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest. Before a licensee may act for two or more parties, the licensee must give you a "Consent to Act" form to sign.

**I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.**

| | | | | | |
|---|---|---|---|---|---|
| *Seller/Landlord* | *Date* | *Time* | *Buyer/Tenant* | *Date* | *Time* |
| *Seller/Landlord* | *Date* | *Time* | *Buyer/Tenant* | *Date* | *Time* |

# EXHIBIT 2

EXHIBIT 2

# EXCLUSIVE RIGHT TO SELL CONTRACT

The undersigned SELLER(s), _____,
and _____
hereby irrevocably GRANT(s) _____ the Broker, the EXCLUSIVE AUTHORIZATION
and RIGHT TO SELL the real property situated in or near the City of _____ County of _____,
State of Nevada, described as _____ APN _____,
for a period commencing, _____ and terminating at midnight of _____.

**TERMS OF SALE** SELLER hereby employs Broker as exclusive agent to sell the described real property, fixtures and personal property. SELLER hereby grants Broker the exclusive right to sell the same for the price of
_____ Dollars ($ _____), on the following terms:
_____
_____
or at such price and terms as shall be acceptable to SELLER. Broker is herein authorized to accept a deposit for any part of the purchase price and hold it in trust or place it in an escrow established for the sale of the subject property.
Broker accepts such employment and agrees to use diligence in procuring a BUYER for the property.

**COMPENSATION TO BROKER NOTICE: The amount or rate of real estate commission is not fixed by law. The commission is set by each Broker individually and may be negotiable between the SELLER and Broker.**
SELLER agrees to pay Broker as compensation for services rendered a fee of $ _____ or _____ percent of the selling price,
[_____/_____] SELLER(s) acknowledge(s) that from total commission, Broker will offer $ _____ or _____ percent of selling price as compensation to selling Brokers IF:

1. Broker procures a BUYER during the term hereof on the terms specified herein or on any other terms acceptable to SELLER, or
2. The property is sold, exchanged, or otherwise transferred during the term hereof, by SELLER, or through any other source, or
3. The property is withdrawn from sale, transferred, conveyed, leased without the consent of Broker, or made unmarketable by SELLER's voluntary act during the term hereof or any extension thereof, or
4. A sale, exchange, or other transfer of the property is made by SELLER within _____ days after the termination of this agreement or any extension thereof, to persons with whom Broker shall have negotiated during the term hereof provided that Broker shall have submitted a notice in writing to SELLER within _____ days of termination of this agreement or any extension thereof. The notice shall contain the name of the prospective BUYER(s), date(s) of negotiation and a brief summary of the negotiations. However, this provision shall not apply if, during the term of said protection period, a valid Exclusive Authorization and Right to Sell agreement is entered into with another licensed real estate Broker.

**BROKER COOPERATION** SELLER(s) understand(s) that Broker is a member of the Multiple Listing Service (MLS) and a member of the local Association of REALTORS®, and that this listing will be filed with said service within two (2) business days, after signing. SELLER agrees that all members of the Multiple Listing Service (MLS), and other Brokers, may act in association with Broker in procuring or attempting to procure a BUYER for the property. In the event a sale or exchange shall be made or a BUYER procured by a member of the Multiple Listing Service (MLS) or another Broker other than Listing Broker, the terms of this agreement shall apply to such transaction, although payment for fee or compensation made hereunder shall be made by SELLER only to Listing Broker. Broker is authorized to cooperate with other Brokers in the marketing and sale or exchange of the property. It is agreed that such Brokers may act as cooperating Brokers in procuring or attempting to procure a BUYER in accordance with this agreement. In the event of an exchange, Broker is hereby authorized to represent all parties and collect compensation from them, provided there is full disclosure to all principals.

**SELLER'S OBLIGATIONS AND WARRANTIES**

1. SELLER agrees to make available to Broker and prospective Buyers all data, records and documents pertaining to the property.
2. [_____/_____] If the property is located in a common-interest community, SELLER agrees to provide, at SELLERS expense, the common-interest community documents (Resale Package) as required by Nevada Revised Statutes (NRS). SELLER to order resale package within 5 days of acceptance of the purchase agreement and to deliver the Resale Package no later than 10 days prior to close of escrow.
3. SELLER agrees to allow Broker, or any other Broker with whom Broker chooses to cooperate, to show the property at reasonable times and upon reasonable notice.
4. SELLER agrees to commit no act which might tend to obstruct the Broker's performance hereunder.

 SELLER(s) [____/____/____/____] and Broker/Licensee(s) [____/____] have read this page.
©RSAR 01/15
ERTS 1/3
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5. In the event of a sale, SELLER will promptly, upon Broker's request, deposit in escrow all instruments necessary to complete the sale.
6. SELLER agrees to deliver an escrow instruction, irrevocably assigning Broker's compensation in an amount equal to the compensation provided above from SELLER's proceeds at close of sale.
7. Nevada law requires that property owners complete a SELLER'S REAL PROPERTY DISCLOSURE FORM for residential properties of four units or less. Broker is authorized to furnish copies to potential BUYER(s).
8. SELLER agrees to hold the Broker harmless from any liabilities or damages arising out of incorrect or undisclosed information with respect to the above described Seller's Real Property Disclosure Form. SELLER agrees to notify Broker expeditiously of any changes affecting the marketing of the property.
9. The undersigned SELLER warrants recorded ownership of the property or the authority to execute this agreement.
10. SELLER is aware that listing price includes water rights (if applicable), unless SELLER excludes by deed.
11. [_____/_____] I/we am not a foreign person.
[_____/_____] I/we am a foreign person. The Foreign Investment and Real Property Tax Act requires a BUYER purchasing real property from a foreign person to withhold tax from the sale proceeds unless an exemption applies. SELLER agrees to provide Broker with a certification establishing that no federal income tax is required to be withheld under the act, or to consent to withholding of tax from the proceeds of sale as required, unless it is established that the transaction is exempt.

**SELLER'S INSTRUCTIONS AND AUTHORIZATIONS**

1. SELLER authorizes Broker to place a "FOR SALE" sign upon the property.
2. SELLER authorizes Broker to install an LOCKBOX upon the property.
3. Evidence of merchantable title shall be in form of policy of title insurance issued by a responsible title company.
4. SELLER authorizes Broker to obtain loan information from _____ Loan #_____ and from _____ Loan #_____.
5. SELLER authorizes Broker to assist in scheduling work to repair or maintain the property pursuant to NRS 624.031(11). SELLER acknowledges Broker will not receive any additional compensation for providing such assistance.
6. SELLER acknowledges any work scheduled by the listing agent to repair or maintain the property during the term of this Agreement must not exceed $10,000 or require a building permit.

**PRESENTATION OF OFFERS** SELLER understands that Broker is obligated to present all offers until the close of escrow. SELLER is advised to seek legal counsel prior to acceptance of a subsequent offer, unless the subsequent offer is contingent upon the termination of an existing contract.

**EQUAL HOUSING OPPORTUNITY** This property is offered in compliance with federal, state and local antidiscrimination laws.

**MUTUAL AGREEMENTS** If suit is brought to collect the compensation or if Broker successfully defends any action brought against Broker by SELLER relating to this authorization or under any sales agreement relating to the property, SELLER agrees to pay all costs incurred by Broker in connection with such action, including a reasonable attorney's fee.

[_____/_____] **SELLER(s):** Execution of this form confirms that the undersigned SELLER(s) has (have) executed concurrently herewith a Listing Data Input Form and, unless certified in writing, grant(s) consent to inclusion of the information thereon into the Multiple Listing Service. Further, SELLER(s) consent(s) to dissemination of the information through the Multiple Listing Service. The SELLER(s) acknowledge(s) and agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable data and information relating to the property provided by the SELLER(s) to the Broker (the "Seller Listing Content"), or otherwise obtained or produced by the Broker in connection with this Agreement ("the Broker Listing Content"), and any changes to the Seller Listing Content or the Broker Listing Content, may be filed with one or more multiple listing services, including in compilations of listings, and otherwise distributed, publicly displayed and reproduced. SELLER hereby grants to Broker a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, and reproduce Seller Listing Content, to prepare derivative works of the Seller Listing Content, and to distribute the Seller Listing Content or any derivative works thereof. SELLER represents and warrants to Broker that the Seller Listing Content, and the license granted to Broker for the Seller Listing Content, does not violate or infringe upon the rights, including copyright rights, of any person or entity. SELLER acknowledges and agrees that as between SELLER and Broker, all Broker Listing Content is owned exclusively by the Broker, and SELLER has no right, title or interest in or to any Broker Listing Content.


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SELLER further understands and acknowledges that the Multiple Listing Service will disseminate the Property's listing information to Internet sites as well as online providers and such sites are generally available to the public. Some of these websites may display an Automated Valuation Model to estimate the market value of the Property or provide a link to the estimate. In addition, some websites may include a Commentary/Review Section (or blog) where consumers may include comments about the Property or provide a link to such comments.

[_____/_____] Seller wishes the Broker to submit the Property's listing information for dissemination to Internet sites with NO RESTRICTIONS.
*Seller initial*

-OR-

Seller has the right to opt-out of any of the following by initialing the appropriate space(s):

[_____/_____] I/We have elected NOT to display the listed Property on ANY Internet site.
*Seller initial*

[_____/_____] I/We have elected to WITHHOLD the address of the listing property from display on ANY Internet site
*Seller initial*

[_____/_____] I/We DO NOT want an Automated Valuation displayed or linked to the listed Property (consumers may be notified that this feature was disabled at the request of the seller.)
*Seller initial*

[_____/_____] I/We DO NOT want a Commentary/Review Section displayed or linked to the listed Property. (consumers may be notified that this feature was disabled at the request of the seller.)
*Seller initial*

Seller understands and acknowledges that if opting out of display on any Internet site, consumers who conduct searches for listings on the Internet will not see information about this Property in response to their search.

Any future Status Change Reports which update, correct, extend or in any way change the information provided by the Seller's) on the above-mentioned Listing Data Input Form, and are executed by the Seller's), constitute amendments not only to that Listing Data Input Form but to the terms of this Contract as well. Thus, such properly executed Status Change Reports may include, but are not limited to, amendments to the SELLER's selling price of the subject real property and extensions of the duration of this Contract. Each such Status Change Report shall be attached to this Contract and its terms incorporated herein.

**PROFESSIONAL CONSULTATION ADVISORY** A real estate Broker is qualified to advise on real estate. The parties are advised to consult with appropriate professionals, including but not limited to, engineers, surveyors, appraisers, lawyers, CPAs, or other professionals, on specific topics, including but not limited to, legal, tax, water rights and other consequences of the transaction.

**CODE OF ETHICS** Not all real estate licensees are REALTOR(S)®. A REALTOR® is a member of the National Association of REALTORS® and therefore subscribes to a higher ethical standard in the industry, the REALTOR® Code of Ethics. To receive a copy of the REALTOR® Code of Ethics, ask your real estate professional or, the local Association of REALTORS®.

If this property is a Short Sale or becomes a Short Sale, SELLER, is advised to consult appropriate professionals.

SELLER _____ Dated _____

SELLER _____ Dated _____

SELLER _____ Dated _____

SELLER _____ Dated _____

Address _____ Phone _____

Email _____ Fax _____

Listing Office _____ Phone _____

Address _____ Fax _____

Licensee _____ License # _____ Dated _____
(Signature)



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