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STATE OF NEVADA



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DEPARTMENT OF BUSINESS AND INDUSTRY  
REAL ESTATE DIVISION

[www.red.nv.gov](http://www.red.nv.gov)

October 12, 2016

Senator Donald G. Gustavson  
Nevada Legislative Committee on Public Land  
401 S. Carson Street  
Carson City, Nevada 89701

Re: Open Range Disclosure Form

Dear Senator Gustavson,

This letter is to follow up on your letter sent to Neil Schwartz, President of the Nevada Real Estate Commission dated September 21, 2016 regarding the use of the Open Range Disclosure form pursuant to NRS 113.

The Real Estate Division will review the testimony your Commission received and other concerns related to the use of the Open Range disclosure form. An agenda item will be placed on the Real Estate Commission's December 5-7, 2016 meeting for the Commission to review and discuss how the Commission can effectively help ensure that purchasers are provided all the right information and made aware of their responsibilities.

Please do not hesitate to contact me or Teralyn Thompson, Administration Section Manager at (702) 486-4036 or [tlthompson@red.nv.gov](mailto:tlthompson@red.nv.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Sharath Chandra".

Sharath Chandra  
Real Estate Division Administrator  
702-486-4034  
[schandra@red.nv.gov](mailto:schandra@red.nv.gov)

**DON GUSTAVSON**  
SENATOR  
District No. 14



**DISTRICT OFFICE:**  
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September 21, 2016

Neil Schwartz, President  
Nevada Real Estate Commission  
Nevada Real Estate Division  
2501 East Sahara Avenue, Suite 102  
Las Vegas, Nevada 89104

Re: Open Range Disclosure Form

Dear President Schwartz:

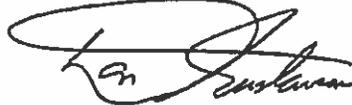
The Nevada Legislative Committee on Public Lands travels throughout Nevada during the 18 months between legislative sessions to listen to citizens' concerns about public lands issues and to review federal and state land management policies with local elected officials, agency personnel, interest groups, and private organizations.

This interim, the Committee received testimony regarding potential issues related to the effectiveness and use of the Open Range Disclosure form. It was brought to the Committee's attention that in some instances, purchasers of property do not fully comprehend the ramifications of owning property with: (1) adjacent public land; (2) preexisting RS 2477 right-of-ways; or (3) other existing easements. Based on the concerns raised, the Committee voted to send a letter urging the Commission to investigate and take appropriate action to ensure that purchasers of land are aware of the consequences and responsibilities of signing an Open Range Disclosure form, and to ensure open range forms are being provided to purchasers of property as required by law.

Page 2  
September 21, 2016

Thank you for your consideration of this matter. Please do not hesitate to contact me or Jered McDonald, Committee Policy Analyst (telephone: 775/684-6825; e-mail: [jered.mcdonald@lcb.state.nv.us](mailto:jered.mcdonald@lcb.state.nv.us)) if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Don Gustavson", written over a horizontal line.

Donald G. Gustavson  
Chair, Legislative Committee on Public Lands  
2015-2016 Legislative Interim

DG/njp:W163112

**OPEN RANGE DISCLOSURE**

Assessor Parcel or Home ID Number: \_\_\_\_\_

**Disclosure: This property is adjacent to "Open Range"**

This property is adjacent to open range on which livestock are permitted to graze or roam. Unless you construct a fence that will prevent livestock from entering this property, livestock may enter the property and you will not be entitled to collect damages because livestock entered the property.

*Regardless of whether you construct a fence, it is unlawful to kill, maim or injure livestock that have entered this property.*

The parcel may be subject to claims made by a county or this State of rights-of-way granted by Congress over public lands of the United States not reserved for public uses in chapter 262, section 8, 14 Statutes 253 (former 43 U.S.C. § 932, commonly referred to as R.S. 2477), and accepted by general public use and enjoyment before, on or after July 1, 1979, or other rights-of-way. Such rights-of-way may be:

- (1) Unrecorded, undocumented or unsurveyed; and
- (2) Used by persons, including, without limitation miners, ranchers or hunters, for access or recreational use, in a manner which interferes with the use and enjoyment of the parcel.

**SELLERS:** The law (NRS 113.065) requires that the seller shall:

- Disclose to the purchaser information regarding grazing on open range;
- Retain a copy of the disclosure document signed by the purchaser acknowledging the date of receipt by the purchaser of the original document;
- Provide a copy of the signed disclosure document to the purchaser; and
- Record, in the office of the county recorder in the county where the property is located, the original disclosure document that has been signed by the purchaser.

*I, the below signed purchaser, acknowledge that I have received this disclosure on this date:* \_\_\_\_\_

\_\_\_\_\_  
*Buyer Signature*

\_\_\_\_\_  
*Buyer Signature*

\_\_\_\_\_  
*Print or type name here*

\_\_\_\_\_  
*Print or type name here*

In Witness, whereof, I/we have hereunto set my hand/our hands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
*Seller Signature*

\_\_\_\_\_  
*Seller Signature*

\_\_\_\_\_  
*Print or type name here*

\_\_\_\_\_  
*Print or type name here*

STATE OF NEVADA, COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_  
(date)

by \_\_\_\_\_  
*Person(s) appearing before notary*

by \_\_\_\_\_  
*Person(s) appearing before notary*

\_\_\_\_\_  
*Signature of notarial officer*

CONSULT AN ATTORNEY IF YOU DOUBT THIS FORM'S FITNESS FOR YOUR PURPOSE.

*Leave space within 1-inch margin blank on all sides.*

Notary Seal

[Rev. 5/24/2016 2:40:34 PM—2015]

## CHAPTER 113 - SALES OF REAL PROPERTY

## SALES BY PUBLIC OFFICERS

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NRS 113.020 Evidentiary effect of deed made by successor in office.

## RISKS OF VENDOR AND PURCHASER (UNIFORM ACT)

NRS 113.030 Short title.  
NRS 113.040 Rights and duties under contract for purchase and sale of real property when property destroyed.  
NRS 113.050 Construction.

## REQUIRED DISCLOSURES

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NRS 113.060 Certain sellers to give notice of rates for water and sewerage services.  
NRS 113.065 Required disclosures upon sale of home or improved lot adjacent to open range; disclosures constitute affirmative defense in action resulting from presence of certain rights-of-way or of livestock entering property.  
NRS 113.070 Required disclosures by certain sellers relating to zoning classifications, designations in master plan regarding land use and general land uses described in master plan.  
NRS 113.080 Additional required disclosures by certain sellers in county whose population is 700,000 or more relating to gaming enterprise districts.  
NRS 113.085 Required disclosures by seller of real property subject to private transfer fee obligations.

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NRS 113.135 Certain sellers to provide copies of certain provisions of NRS and give notice of certain soil reports; initial purchaser entitled to rescind sales agreement in certain circumstances; waiver of right to rescind.  
NRS 113.140 Disclosure of unknown defect not required; form does not constitute warranty; duty of buyer and prospective buyer to exercise reasonable care.  
NRS 113.150 Remedies for seller's delayed disclosure or nondisclosure of defects in property; waiver.

## SALES BY PUBLIC OFFICERS

**NRS 113.010** Successor in office may execute deeds. Where lands, or any estate or interest therein, have been or may hereafter be sold by a sheriff, constable or other authorized officer, for taxes or under an execution or order of sale, and the purchaser or his or her assigns may be entitled to a deed, and the sheriff or other officer who made the sale shall have died, or shall be absent from the state, or in any way disqualified, it shall be lawful for the successor of the sheriff, constable or other officer to make such deed to the purchaser, his or her assignee or assignees, in the same manner and with the same effect as if made by the officer making the sale.

[1:15:1862; B § 309; BH § 2660; C § 2732; RL § 1662; NCL § 2162]

**NRS 113.020** Evidentiary effect of deed made by successor in office. Deeds, made as provided in NRS 113.010, shall have the same force and effect as evidence as if made by the officer making the sale.

[2:15:1862; B § 310; BH § 2661; C § 2733; RL § 1663; NCL § 2163]

## RISKS OF VENDOR AND PURCHASER (UNIFORM ACT)

**NRS 113.030** Short title. NRS 113.040 and 113.050 may be cited as the Uniform Vendor and Purchaser Risk Act. (Added to NRS by 1977, 659)

**NRS 113.040** Rights and duties under contract for purchase and sale of real property when property destroyed. Any contract made in this state after July 1, 1977, for the purchase and sale of real property shall be interpreted as including an agreement that the parties shall have the following rights and duties, unless the contract expressly provides otherwise:

1. If, when neither the legal title nor possession of the subject matter of the contract has been transferred, all or a material part of the subject matter is destroyed without fault of the purchaser or is taken by eminent domain, the vendor cannot enforce the contract

and the purchaser is entitled to recover any portion of the price that the purchaser has paid.

2. If, when either the legal title or the possession of the subject matter of the contract has been transferred, all or any part of the subject matter is destroyed without fault of the vendor or is taken by eminent domain, the purchaser is not thereby relieved of a duty to pay the price nor is the purchaser entitled to recover any portion of the price which the purchaser has paid.

(Added to NRS by 1977, 659)

**NRS 113.050 Construction.** NRS 113.030 and 113.040 shall be interpreted and construed to effectuate its general purpose to make uniform the law of those states which enact it.

(Added to NRS by 1977, 659)

## REQUIRED DISCLOSURES

### General Information

**NRS 113.060 Certain sellers to give notice of rates for water and sewerage services.**

1. Any person who is proposing to sell a previously unsold home or improved lot for which water or sewerage services will be provided by a public utility that:

- (a) Serves or plans to serve more than 25 customers; and
- (b) Presently serves fewer than 2,000 customers,

shall post in a conspicuous place on the property or at his or her sales office if an improved lot is being sold, a notice which states the current rates to be charged for such services or, if the public utility is not presently serving customers, the projected rates to be charged. The notice must also contain the name, address and telephone number of the public utility and the Division of Consumer Complaint Resolution of the Public Utilities Commission of Nevada.

2. Before the home or lot is sold, the seller shall give the purchaser a copy of the notice described in subsection 1.

(Added to NRS by 1987, 476; A 1997, 1963)

**NRS 113.065 Required disclosures upon sale of home or improved lot adjacent to open range; disclosures constitute affirmative defense in action resulting from presence of certain rights-of-way or of livestock entering property.**

1. Before the purchaser of a home or an improved or unimproved lot that is adjacent to open range signs a sales agreement, the seller shall, by separate written document, disclose to the purchaser:

(a) Information regarding grazing on the open range. The written document must contain a statement with the following language:

This property is adjacent to open range on which livestock are permitted to graze or roam. Unless you construct a fence that will prevent livestock from entering this property, livestock may enter the property and you will not be entitled to collect damages because the livestock entered the property. Regardless of whether you construct a fence, it is unlawful to kill, maim or injure livestock that have entered this property.

(b) That the parcel may be subject to claims made by a county or this State of rights-of-way granted by Congress over public lands of the United States not reserved for public uses in chapter 262, section 8, 14 Statutes 253 (former 43 U.S.C. § 932, commonly referred to as R.S. 2477), and accepted by general public use and enjoyment before, on or after July 1, 1979, or other rights-of-way. Such rights-of-way may be:

(1) Unrecorded, undocumented or unsurveyed; and

(2) Used by persons, including, without limitation, miners, ranchers or hunters, for access or recreational use, in a manner which interferes with the use and enjoyment of the parcel.

2. The seller shall:

(a) Retain a copy of the disclosure document that has been signed by the purchaser acknowledging the date of receipt by the purchaser of the original document;

(b) Provide a copy of the signed disclosure document to the purchaser; and

(c) Record, in the office of the county recorder in the county where the property is located, the original disclosure document that has been signed by the purchaser.

3. Compliance with this section by a seller constitutes an affirmative defense in any action brought against the seller by the purchaser based upon any damages allegedly suffered as the result of the presence of the rights-of-way described in subsection 1 or of livestock entering the property.

4. As used in this section, "open range" has the meaning ascribed to it in NRS 568.355.

(Added to NRS by 2001, 17; A 2009, 670)

**NRS 113.070 Required disclosures by certain sellers relating to zoning classifications, designations in master plan regarding land use and general land uses described in master plan.**

1. Before the initial purchaser of a residence signs a sales agreement or opens escrow, whichever occurs earlier, the seller shall, by separate written document, disclose to the initial purchaser the zoning classifications and the designations in the master plan regarding land use adopted pursuant to chapter 278 of NRS, and the general land uses described therein, for the adjoining parcels of land. The written document must contain a statement with the following language:

Zoning classifications describe the land uses currently permitted on a parcel of land. Designations in the master plan regarding land use describe the land uses that the governing city or county proposes for a parcel of land. Zoning classifications and designations in the master plan regarding land use are established and defined by local ordinances. If the zoning classification for a parcel of land is inconsistent with the designation in the master plan regarding land use for the parcel, the possibility exists that the zoning classification may be changed to be consistent with the designation in the master plan regarding land use for the parcel. Additionally, the local ordinances that establish and define the various zoning classifications and designations in the master plan regarding land use are also subject to change.

2. If the residence is located within a subdivision, the disclosure made pursuant to subsection 1 must be made regarding all parcels of land adjoining the unit of the subdivision in which the residence is located. If the residence is located on land divided by a

parcel map and not located within a subdivision, the disclosure must be made regarding all parcels of land adjoining the parcel map. Such a disclosure must be made regardless of whether the adjoining parcels are owned by the seller. The seller shall retain a copy of the disclosure document which has been signed by the initial purchaser acknowledging the date of receipt by the initial purchaser of the original document.

3. The information contained in the disclosure document required by subsection 1 must:

- (a) Be updated not less than once every 6 months, if the information is available from the local government;
- (b) Advise the initial purchaser that the master plan is for the general, comprehensive and long-term development of land in the area and that the designations in the master plan regarding land use provide the most probable indication of future development which may occur on the surrounding properties;
- (c) Advise the initial purchaser that the master plan and zoning ordinances and regulations adopted pursuant to the master plan are subject to change; and
- (d) Provide the initial purchaser with instructions on how to obtain more current information regarding zoning classifications and designations in the master plan regarding land use.

4. As used in this section, "seller" means a person who sells or attempts to sell any land or tract of land in this state which is divided or proposed to be divided over any period into two or more lots, parcels, units or interests, including, but not limited to, undivided interests, which are offered, known, designated or advertised as a common unit by a common name or as a part of a common promotional plan of advertising and sale.

(Added to NRS by 1989, 817; A 1995, 380; 1997, 1711; 1999, 910, 1633, 1637)

#### **NRS 113.080 Additional required disclosures by certain sellers in county whose population is 700,000 or more relating to gaming enterprise districts.**

1. Except as otherwise provided in subsection 3, in a county whose population is 700,000 or more, a seller may not sign a sales agreement with the initial purchaser of a residence unless the seller, at least 24 hours before the time of the signing, provides the initial purchaser with a disclosure document that contains:

(a) A copy of the most recent gaming enterprise district map that has been made available for public inspection pursuant to NRS 463.309 by the city or town in which the residence is located or, if the residence is not located in a city or town, by the county in which the residence is located; and

(b) The location of the gaming enterprise district that is nearest to the residence, regardless of the jurisdiction in which the nearest gaming enterprise district is located.

E The seller shall retain a copy of the disclosure document that has been signed by the initial purchaser acknowledging the time and date of receipt by the initial purchaser of the original document.

2. The information contained in the disclosure document required by subsection 1 must:

- (a) Be updated not less than once every 6 months;
- (b) Advise the initial purchaser that gaming enterprise districts are subject to change; and
- (c) Provide the initial purchaser with instructions on how to obtain more current information regarding gaming enterprise districts.

3. The initial purchaser of a residence may waive the 24-hour period required by subsection 1 if the seller provides the initial purchaser with the information required by subsections 1 and 2 and the initial purchaser signs a written waiver. The seller shall retain a copy of the written waiver that has been signed by the initial purchaser acknowledging the time and date of receipt by the initial purchaser of the original document.

4. As used in this section, "seller" has the meaning ascribed to it in NRS 113.070.

(Added to NRS by 1999, 909; A 1999, 1637; 2011, 1142)

#### **NRS 113.085 Required disclosures by seller of real property subject to private transfer fee obligations.**

1. A seller of real property that is subject to a private transfer fee obligation shall furnish to the buyer a written statement which discloses the existence of the private transfer fee obligation, includes a description of the private transfer fee obligation and sets forth a notice in substantially the following form:

A private transfer fee obligation has been created with respect to this property. The private transfer fee obligation may lower the value of this property. The laws of this State prohibit the enforcement of certain private transfer fee obligations that are created or recorded on or after May 20, 2011, (NRS 111.865) and impose certain notice requirements with respect to private transfer fee obligations that were created before May 20, 2011 (NRS 111.870).

2. As used in this section, "private transfer fee obligation" has the meaning ascribed to it in NRS 111.845.

(Added to NRS by 2011, 321)

#### **Condition of Residential Property Offered for Sale**

**NRS 113.100 Definitions.** As used in NRS 113.100 to 113.150, inclusive, unless the context otherwise requires:

1. "Defect" means a condition that materially affects the value or use of residential property in an adverse manner.
2. "Disclosure form" means a form that complies with the regulations adopted pursuant to NRS 113.120.
3. "Dwelling unit" means any building, structure or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one person who maintains a household or by two or more persons who maintain a common household.
4. "Residential property" means any land in this state to which is affixed not less than one nor more than four dwelling units.
5. "Seller" means a person who sells or intends to sell any residential property.

(Added to NRS by 1995, 842; A 1999, 1446)

**NRS 113.110 Conditions required for "conveyance of property" and to complete service of document.** For the purposes of NRS 113.100 to 113.150, inclusive:

1. A "conveyance of property" occurs:

- (a) Upon the closure of any escrow opened for the conveyance; or
- (b) If an escrow has not been opened for the conveyance, when the purchaser of the property receives the deed of conveyance.

2. Service of a document is complete:

- (a) Upon personal delivery of the document to the person being served; or

(b) Three days after the document is mailed, postage prepaid, to the person being served at the person's last known address.  
(Added to NRS by 1995, 844)

**NRS 113.120 Regulations prescribing format and contents of form for disclosing condition of property.** The Real Estate Division of the Department of Business and Industry shall adopt regulations prescribing the format and contents of a form for disclosing the condition of residential property offered for sale. The regulations must ensure that the form:

1. Provides for an evaluation of the condition of any electrical, heating, cooling, plumbing and sewer systems on the property, and of the condition of any other aspects of the property which affect its use or value, and allows the seller of the property to indicate whether or not each of those systems and other aspects of the property has a defect of which the seller is aware.

2. Provides notice:

(a) Of the provisions of NRS 113.140 and subsection 5 of NRS 113.150.

(b) That the disclosures set forth in the form are made by the seller and not by the seller's agent.

(c) That the seller's agent, and the agent of the purchaser or potential purchaser of the residential property, may reveal the completed form and its contents to any purchaser or potential purchaser of the residential property.

(Added to NRS by 1995, 842)

**NRS 113.130 Completion and service of disclosure form before conveyance of property; discovery or worsening of defect after service of form; exceptions; waiver.**

1. Except as otherwise provided in subsection 2:

(a) At least 10 days before residential property is conveyed to a purchaser:

(1) The seller shall complete a disclosure form regarding the residential property; and

(2) The seller or the seller's agent shall serve the purchaser or the purchaser's agent with the completed disclosure form.

(b) If, after service of the completed disclosure form but before conveyance of the property to the purchaser, a seller or the seller's agent discovers a new defect in the residential property that was not identified on the completed disclosure form or discovers that a defect identified on the completed disclosure form has become worse than was indicated on the form, the seller or the seller's agent shall inform the purchaser or the purchaser's agent of that fact, in writing, as soon as practicable after the discovery of that fact but in no event later than the conveyance of the property to the purchaser. If the seller does not agree to repair or replace the defect, the purchaser may:

(1) Rescind the agreement to purchase the property; or

(2) Close escrow and accept the property with the defect as revealed by the seller or the seller's agent without further recourse.

2. Subsection 1 does not apply to a sale or intended sale of residential property:

(a) By foreclosure pursuant to chapter 107 of NRS.

(b) Between any co-owners of the property, spouses or persons related within the third degree of consanguinity.

(c) Which is the first sale of a residence that was constructed by a licensed contractor.

(d) By a person who takes temporary possession or control of or title to the property solely to facilitate the sale of the property on behalf of a person who relocates to another county, state or country before title to the property is transferred to a purchaser.

3. A purchaser of residential property may not waive any of the requirements of subsection 1. A seller of residential property may not require a purchaser to waive any of the requirements of subsection 1 as a condition of sale or for any other purpose.

4. If a sale or intended sale of residential property is exempted from the requirements of subsection 1 pursuant to paragraph (a) of subsection 2, the trustee and the beneficiary of the deed of trust shall, not later than at the time of the conveyance of the property to the purchaser of the residential property, or upon the request of the purchaser of the residential property, provide:

(a) Written notice to the purchaser of any defects in the property of which the trustee or beneficiary, respectively, is aware; and

(b) If any defects are repaired or replaced or attempted to be repaired or replaced, the contact information of any asset management company who provided asset management services for the property. The asset management company shall provide a service report to the purchaser 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)

**NRS 113.135 Certain sellers to provide copies of certain provisions of NRS and give notice of certain soil reports; initial purchaser entitled to rescind sales agreement in certain circumstances; waiver of right to rescind.**

1. Upon signing a sales agreement with the initial purchaser of residential property that was not occupied by the purchaser for more than 120 days after substantial completion of the construction of the residential property, the seller shall:

(a) Provide to the initial purchaser a copy of NRS 11.202, 11.2055 and 40.600 to 40.695, inclusive;

(b) Notify the initial purchaser of any soil report prepared for the residential property or for the subdivision in which the residential property is located; and

(c) If requested in writing by the initial purchaser not later than 5 days after signing the sales agreement, provide to the purchaser without cost each report described in paragraph (b) not later than 5 days after the seller receives the written request.

2. Not later than 20 days after receipt of all reports pursuant to paragraph (c) of subsection 1, the initial purchaser may rescind the sales agreement.

3. The initial purchaser may waive his or her right to rescind the sales agreement pursuant to subsection 2. Such a waiver is effective only if it is made in a written document that is signed by the purchaser.

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

**NRS 113.140 Disclosure of unknown defect not required; form does not constitute warranty; duty of buyer and prospective buyer to exercise reasonable care.**

1. NRS 113.130 does not require a seller to disclose a defect in residential property of which the seller is not aware.

2. A completed disclosure form does not constitute an express or implied warranty regarding any condition of residential property.

3. Neither this chapter nor chapter 645 of NRS relieves a buyer or prospective buyer of the duty to exercise reasonable care to protect himself or herself.

(Added to NRS by 1995, 843; A 2001, 2896)

**NRS 113.150 Remedies for seller's delayed disclosure or nondisclosure of defects in property; waiver.**

1. If a seller or the seller's agent fails to serve a completed disclosure form in accordance with the requirements of NRS 113.130, the purchaser may, at any time before the conveyance of the property to the purchaser, rescind the agreement to purchase the property without any penalties.
2. If, before the conveyance of the property to the purchaser, a seller or the seller's agent informs the purchaser or the purchaser's agent, through the disclosure form or another written notice, of a defect in the property of which the cost of repair or replacement was not limited by provisions in the agreement to purchase the property, the purchaser may:
  - (a) Rescind the agreement to purchase the property at any time before the conveyance of the property to the purchaser; or
  - (b) Close escrow and accept the property with the defect as revealed by the seller or the seller's agent without further recourse.
3. Rescission of an agreement pursuant to subsection 2 is effective only if made in writing, notarized and served not later than 4 working days after the date on which the purchaser is informed of the defect:
  - (a) On the holder of any escrow opened for the conveyance; or
  - (b) If an escrow has not been opened for the conveyance, on the seller or the seller's agent.
4. Except as otherwise provided in subsection 5, if a seller conveys residential property to a purchaser without complying with the requirements of NRS 113.130 or otherwise providing the purchaser or the purchaser's agent with written notice of all defects in the property of which the seller is aware, and there is a defect in the property of which the seller was aware before the property was conveyed to the purchaser and of which the cost of repair or replacement was not limited by provisions in the agreement to purchase the property, the purchaser is entitled to recover from the seller treble the amount necessary to repair or replace the defective part of the property, together with court costs and reasonable attorney's fees. An action to enforce the provisions of this subsection must be commenced not later than 1 year after the purchaser discovers or reasonably should have discovered the defect or 2 years after the conveyance of the property to the purchaser, whichever occurs later.
5. A purchaser may not recover damages from a seller pursuant to subsection 4 on the basis of an error or omission in the disclosure form that was caused by the seller's reliance upon information provided to the seller by:
  - (a) An officer or employee of this State or any political subdivision of this State in the ordinary course of his or her duties; or
  - (b) A contractor, engineer, land surveyor, certified inspector as defined in NRS 645D.040 or pesticide applicator, who was authorized to practice that profession in this State at the time the information was provided.
6. A purchaser of residential property may waive any of his or her rights under this section. Any such waiver is effective only if it is made in a written document that is signed by the purchaser and notarized.  
(Added to NRS by 1995, 843; A 1997, 350, 1797)

[Rev. 11/21/2013 3:49:31 PM--2013]

[NAC-113 Revised Date: 11-98]

## CHAPTER 113 - SALES OF REAL PROPERTY

113.150 Contents and format of form for disclosing condition of residential property offered for sale.

### **NAC 113.150 Contents and format of form for disclosing condition of residential property offered for sale. (NRS 113.120)**

1. The form required pursuant to NRS 113.130 for disclosing the condition of residential property offered for sale must include:

- (a) All notices required pursuant to subsection 2 of NRS 113.120;
- (b) A description of the condition of the property and the foundation of any dwelling unit on the property;
- (c) A description of the plumbing and sewer system, including, but not limited to, whether a septic tank exists on the property and the source of the supply of any water to the property;
- (d) A description of the condition of the roof and exterior walls of any dwelling unit located on the property;
- (e) A description of the condition of any electrical, heating, cooling and plumbing systems on the property, including, but not limited to, the condition of any:
  - (1) Range, oven or microwave oven;
  - (2) System for the disposal of garbage or trash;
  - (3) Mechanism which opens a garage door;
  - (4) Dishwasher;
  - (5) Water heater;
  - (6) Air conditioner;
  - (7) Smoke detector;
  - (8) System for the treatment of water;
  - (9) System for watering grass and other vegetation on the property;
  - (10) Alarm system;
  - (11) Bathtub, shower, toilet and sink; and
  - (12) Pool or spa;
- (f) Whether an underground storage or oil tank is on the property;
- (g) Whether the property is subject to the rules or regulations of an association of homeowners and whether the seller is aware of any current litigation, mediation, arbitration or special assessments concerning the property or any common areas associated with the property; and
- (h) Whether the seller is aware of any other conditions or aspects of the property which will affect its value or use in an adverse manner.

2. A seller of residential property shall use the most current form for disclosing the condition of residential property offered for sale provided by the real estate division of the department of business and industry. The form must not be modified, altered or amended in any manner, except by or with the approval of the division.

(Added to NAC by Real Estate Div., eff. 5-14-96; A by R132-96, 8-18-98)