

CICCH - EDUCATION
 3300 W Sahara Ave
 Las Vegas, NV 89102
 (702) 486-4480

TO: Common-Interest Community and Condominium Hotels Commission
FROM: Charvez Foger - Ombudsman
 Monique Williamson, Education and Information Officer
SUBJECT: Education Summary – approvals from **August through October 2018**

NEWLY APPROVED COMMUNITY MANAGER CONTINUING EDUCATION COURSES (6)

1.

<p>Sponsor: The Management Trust Course Title: <i>Assessment Collection & Foreclosure Litigation – State of the Law</i> Request: 1 Hour General Classroom Objective: To update managers on the current state of the law regarding assessment collection. Standards: Complies with the following provisions of NAC 116A.232: 1(a) contains current information that will improve professional knowledge; 2(b) legislative issues concerning community managers and the management of a common-interest community; and 2(q) the enforcement of financial obligations, including, without limitation, liens and collections procedures. Instructors: Steven Loizzi, Jr., Esq. – HOA Lawyers Group, LLC Determination: Approved – 1 Hour – General - Classroom</p>	
<p>Content:</p>	<p>Minutes:</p>
<p>I. Introduction II. Deed of Trust a. Does the foreclosure of an HOA Delinquent Assessment Lien extinguish a bank’s first deed of trust? b. Does the HOA have to foreclose judicially in order to eliminate the first deed of trust? c. Is the bank entitled to a special type of notice before the first deed of trust can be eliminated?</p>	<p>5</p>
<p>III. SFR Decision & October 1, 2015 Changes a. NRS 116.31162(b) establishes that an HOA lien is two pronged with both a Super-Priority and Sub-Priority Portion. b. Court finds that the phrase “action” as used in NRS 1165.31162 means either initiating a non-judicial foreclosure OR filing a lawsuit. Either is sufficient. c. SFR Decision is the decision that launched thousands of lawsuits. d. Nevada Legislature amends NRS 116 effective October 1, 2015 in an attempt to clean up the statute. Makes the noticing requirements clear, sets forth exactly what is included in the super-priority lien, and allows the homeowner and banks 60 days to redeem their interest after the sale. e. The Super-Priority Lien is made up of 9 months of assessments + up to \$1,515.00 of collection fees and costs. f. The Notice of Default must specifically state the entire amount of the lien AND separately state the amount of the super-priority lien. g. The Super-Priority Lien doesn’t come into existence until the NOD is recorded and mailed. h. CAVEAT: If the HOA waited months and months to send an account to collection and are owed more than 9 months of assessments at the time the bank pays the super-priority lien, the account won’t be paid off.</p>	<p>15</p>
<p>IV. Decisions Post SFR & October 1st Changes a. Shadow Wood HOA & GoGo Way Trust v. New York Community Bank.</p>	<p>20</p>

<ul style="list-style-type: none"> b. Southern Highlands Community Association v. San Florentine Trust & JP Morgan Mortgage Acquisition Corporation c. Horizons at Seven Hills HOA v. Ikon Holdings, LLC d. Kenneth Renfroe v. Lakeview Loan Servicing, LLC e. K&P Homes v. Christiana Trust f. Saticoy Bay LLC v. Wells Fargo Home Mortgage g. Property Plus Investments, LLC. v. MERS & Christiana Trust h. Bank of America v. Ferrell Street Trust 	
<p>V. FDCPA – Fair Debt Collection Practices Act</p> <ul style="list-style-type: none"> a. FDCPA governs collections by third-party collection agencies including law firms. b. HOA is not governed by the FDCPA c. The FDCPA governs the communications that may be had between the collection agent and the homeowner. d. The collection agency should not threaten to foreclose when it has no right to do so pursuant to the association’s CC&Rs. <ul style="list-style-type: none"> i. In that case, the collection agent cannot use NRS 116.3116 through 3117 to collect. Instead, the HOA will have to have its collection agent file a breach of contract (CC&Rs) lawsuit. 	10
<p>VI. Conclusion - Insurance</p> <ul style="list-style-type: none"> a. Do HOAs Have Insurance for Collections & Foreclosures? No b. What Can the HOAs do about this for collections & foreclosures moving forward? c. What about the Uninsured or Litigation or the Mega-Deductible? 	10
Questions	
TOTAL: 1 hour class	60

2.

<p>Sponsor: Leach, Kern, Gruchow, Anderson & Song</p> <p>Course Title: <i>Governing Document Enforcement: Pitfalls and Safety Nets</i></p> <p>Request: 1 Hour Law Credit Classroom</p> <p>Objective: To help ensure that community managers and HOA executive board directors remain within the authority granted to them with regard to enforcing governing documents.</p> <p>Standards: Complies with the following provisions of NAC 116A.232: 1(a) contains current information on the management of a common-interest community that will improve the professional knowledge of a community manager and enable a community manager to give better service to his or her clients; 2(c) the administration of laws and regulations concerning community managers and the management of a common-interest community; 2(h) inspecting a common-interest community or condominium hotel for the purposes of maintenance, planning or enforcing the governing documents; 2(s) dispute resolution techniques and processes, including internal association procedures related to hearings concerning violations of the governing documents and other disputes.</p> <p>Instructors: John E. Leach, Esq.; Cheri Hauer, Esq.; Donna Zanetti, Esq.; Gayle A. Kern, Esq.; Sara E. Barry</p> <p>Determination: Approved – 1 Hour – Law Credit - Classroom</p>	
Content:	Minutes:
<ul style="list-style-type: none"> I. Introduction <ul style="list-style-type: none"> a. Speaker b. Topic c. Definition of Governing Documents (NRS 116.049) d. Which Governing Documents Are Usually Enforced? 	5

<ul style="list-style-type: none"> i. CC&Rs ii. Rules & Regulations iii. Architectural Guidelines iv. Board Resolutions 	
<p>II. Statutory Provisions Governing the Role of Management in Enforcement</p> <ul style="list-style-type: none"> a. NRS 116A.630(1) – Fiduciary Duty – CAMs b. NRS 116A.630(2) – Compliance with all laws and lawful governing documents c. NRS 116A.630(4) – Seek advice from independent experts d. NRS 116A.640(7) – Stay within field of expertise/competence e. NRS 116A.630(3) – Informed of new developments f. NRS 116A.630(5) – Uniform enforcement g. NRS 116A.630(18) – Lawful directions of a client h. NRS 116A.630(19) – Recommend compliance in writing 	12
<p>III. Statutes Governing Board Role in Enforcement</p> <ul style="list-style-type: none"> a. NRS 116.3103(1) – Fiduciary Duty - BODs b. NRS 116.3102(1) – Imposition of fines subject to declaration c. NRS 116.31031(1)(a) – Other available sanctions d. NRS 116.31031(1)(b) – Impositions on tenant and invitee e. NRS 116.3102(3) - Not required to enforce all provisions of declaration f. NRS 116.3102(4) – Avoid arbitrary and capricious enforcement 	8
<p>IV. Due Process</p> <ul style="list-style-type: none"> a. Definition of Due Process – the conduct of legal proceedings according to established rule and principles for the protection and enforcement of private rights, including notice and the right to a fair hearing before a tribunal with the power to decide the case. b. Definition of Procedural Due Process – the minimal requirements of notice and a hearing. c. Difference between the two – procedural includes content of notice and time between notice and hearing (CC&Rs). d. Due process in the hearing process – are you providing at least minimal protections? e. NRS 116.31031(4)(a) - Governing document impact on due process – any change made to governing documents cannot be enforced until 30 days after written notice of change is provided to unit owners. 	7
<p>V. Notice and Hearing Process</p> <ul style="list-style-type: none"> a. NRS 116.31031(2) – Preliminary hearing notice mandated inclusions b. NRS 116.31031(4) – Hearing notice requirements – amount of fine, date, time and location of hearing, a clear detailed photograph, reasonable opportunity to cure. c. NRS 116.31031(5-6) – Hearing requirements – opportunity to prepare and be present. d. NRS 116.31085(4-5) – Hearing requirements – executive session unless open hearing requested. Allowed to present evidence and witnesses, have counsel, provide evidence of conflict of interest of board members. e. NRS 116.31031(3) - Notice of fine policy and schedule of fines f. Limitation on fines – owner must have participated in, authorized, had prior notice of, or had an opportunity to stop the violation. Cannot fine for construction penalty or delivery vehicle. 	10
<p>VI. Common Pitfalls and Safety Nets – chart</p>	13
<p>Questions</p>	5
<p>TOTAL: 1 hour class</p>	60

3.

<p>Sponsor: Community Association Solutions Course Title: <i>SNHD Aquatic Health Regulations for Community Managers and Directors</i> Request: 1 Hour General Classroom Objective: To advise CICs of new legislation regarding communal pools and spas. Standards: Complies with the following provisions of NAC 116A.232: 1(a) contains current information that will improve professional knowledge; 1(b) contains information that relates to pertinent Nevada laws and regulations; 2(c) the administration of laws and regulations concerning the management of a common-interest community; 2(h) inspecting a common-interest community for the purposes of maintenance; and 2(j) health and safety issues in common-interest communities. Instructors: Jeremy Harper, Sara Barry, Karla Shoup Determination: Approved – 1 Hour – General - Classroom</p>	
Content:	Minutes:
<p>I. Introduction</p> <ul style="list-style-type: none"> a. New Regulations – General Information <ul style="list-style-type: none"> i. NAC 444.010-546 is being replaced with a 117 page document based on the CDC’s 2016 Model Aquatic Health Code (MAHC). b. New Regulations – Implementation and Orientation <ul style="list-style-type: none"> i. Enforcement of new regulations will begin in August 2019. c. New Regulations – History <ul style="list-style-type: none"> i. Following 3 years of work with industry groups including HOAs, resorts, pool companies, etc., the 2018 Aquatic Facility Regulations were approved by the Nevada State Board of Health on June 8, 2018. 	10
<p>II. Scope of Regulations</p> <ul style="list-style-type: none"> a. Minimum safety and sanitation standards for the operation and maintenance of public aquatic venues in Clark County, Nevada must be met. b. No person or owner of an aquatic facility shall construct or operate such facility without having a permit to operate. 	5
<p>III. The Law</p> <ul style="list-style-type: none"> a. Acronyms used b. Terminology 	5
<p>IV. 3-2 Aquatic Facility Operation and Maintenance</p> <ul style="list-style-type: none"> a. If an aquatic venue is not open for use: the water shall be recirculated and treated; drained; or have an approved safety cover if permitted. If the venue does not have a separate enclosure and other parts of the aquatic facility are open for use, the water shall be recirculated and treated, and staffed to keep bathers out; or have an approved safety cover installed. b. A written comprehensive preventative maintenance plan shall be available at the facility. c. Surface cracks under 1/8 inch shall be monitored, any sharp edges shall be removed. 	5
<p>V. 3-4 Indoor/Outdoor Environment</p> <ul style="list-style-type: none"> a. Glare assessment b. Clarity of water c. Lifeguard view - minimizing glare and excessive reflection on water surface d. Emergency lighting testing e. Indoor air handling systems f. Drinking fountains maintained g. Waste water removal h. Trash and recycling receptacles i. Steps and guardrail maintenance 	5

VI.	3-5 Recirculation Systems and Equipment <ul style="list-style-type: none"> a. Surface skimming devices b. Filtration systems c. Drains/suction outlet covers or gratings d. Chemical feeders e. Automated controllers f. Routine water sample collection and testing for water quality g. Water temperature gauges 	5
VII.	3-6 Decks and Equipment <ul style="list-style-type: none"> a. Lifeguard chair and stand b. Enclosures (gates and doors)/ locks 	3
VIII.	3-7 Chemical Storage and Use <ul style="list-style-type: none"> a. Chemical handling 	2
IX.	3-8 Hygiene Facilities <ul style="list-style-type: none"> a. Plumbing, fixtures, stations (soap, trash, mold, etc.) b. Showers c. Towels and other shared equipment 	3
X.	3-9 Special Use <ul style="list-style-type: none"> a. Spas 	2
XI.	Definitions <ul style="list-style-type: none"> a. Public Use b. Types of Inspections <ul style="list-style-type: none"> i. Routine ii. Plan review iii. Complaint investigations iv. Drowning/diving accident investigations c. Imminent health hazards <ul style="list-style-type: none"> i. Suction covers ii. Rough surfaces iii. Depth markers iv. Lifesaving equipment (rescue tube, or rung buoy attached to rope and life pole) v. Barriers to water (self-closing gate, height of gate, etc.) d. Certified lifeguard; when required e. Qualified operator f. Responsible person g. Maintenance standards (chlorine, cyanuric acid, pH, alkalinity, calcium, etc.) h. Bather requirements 	15
Questions		
TOTAL: 1 hour class		60

4.

<p>Sponsor: McKelleb Carpenter Hazlewood Course Title: <i>Homeowner Association Premises Liability</i> Request: 2 Hours General Classroom Objective: To help community managers and executive boards of directors understand how to best handle lawsuits that arise from injuries stemming from the use of community common elements. Standards: Complies with the following provisions of NAC 116A.232: 1(a) contains current information that will improve professional knowledge; 2(e) insurance and risk management; 2(h) inspection of the CIC; 2(j) health and safety issues. Instructors: Michael W. McKelleb, Esq. Determination: Approved – 2 Hours – General - Classroom</p>	
Content:	Minutes:
<p>I. Introduction</p> <ul style="list-style-type: none"> a. Course statement b. Torts (civil wrong) c. Civil vs. criminal wrongs in a nutshell <ul style="list-style-type: none"> i. Criminal wrong is improper under criminal statutes ii. Civil wrong is contrary to accepted community standards iii. Example: even though O.J. Simpson was found “not guilty” for a criminal act, he was still sued for wrongful death and found liable to the estates of the deceased. d. Tortious vs. criminal conduct <ul style="list-style-type: none"> i. Criminal cases result in a fine or imprisonment (guilty vs. not guilty) ii. Civil cases result in an injunction or damages (liable vs. not liable) 	10
<p>II. Standard of proof</p> <ul style="list-style-type: none"> a. Guilty beyond a reasonable doubt vs. a preponderance of evidence or “more likely than not” b. Elements of a “tort”- cause of action is negligence because the board failed to act when it was foreseeable that harm would occur. c. Elements of negligence – CICs have the same duty of care in relation to common elements as a landlord has for its apartment complex. 	15
<p>III. Foreseeability</p> <ul style="list-style-type: none"> a. A business owes its patrons a duty to keep the premises in a reasonable safe condition for use. b. Actual vs. constructive notice – continual debris on the floor would put an association on constructive notice that at any time a hazardous condition might exist. c. Comparison – a onetime occurrence where there was an excess of water on the floor without the owner’s knowledge. d. Considerations of the reasonably prudent person <ul style="list-style-type: none"> i. Foreseeability ii. Extent of the risks imposed iii. Likelihood the risk will cause harm iv. Alternatives to proposed conduct v. Costs of various courses of action e. HOA premises liability, possible areas of concern <ul style="list-style-type: none"> i. Sprinklers ii. Utility boxes iii. Concrete iv. Swimming pool 	15

<ul style="list-style-type: none"> v. Playground vi. Streets vii. Gates viii. Vendors ix. Community activities 	
Break	10
<p>IV. HOA specific case examples</p> <ul style="list-style-type: none"> a. Village Green OA (liable) <ul style="list-style-type: none"> i. Unit owner was raped and robbed in her dwelling after BOD had multiple complaints of poor lighting near her unit and after they forced her to remove additional lights that she had added herself. ii. An association may not ignore news reports, local incidents, known areas of crime, etc. b. Landing Association, Inc. v. Williams (not liable) <ul style="list-style-type: none"> i. Community developed within the surrounding borders of a marsh where indigenous alligators lived and thrived. A house guest was found partially eaten and floating in the water nearby. ii. Victim knew alligators were in the vicinity and the association had no previous reports of any attacks c. Lamplight Village <ul style="list-style-type: none"> i. Top bar fell multiple times before the final impact. The manufacturer stated that it needs to be continuously inspected ii. Jury determined that the prior incidents put the association on notice of the potential harm 	40
Break	10
<p>V. Examples continued</p> <ul style="list-style-type: none"> a. Arrowcreek HOA <ul style="list-style-type: none"> i. ARC guidelines do not allow: parking of construction vehicles on the streets; staging of any building materials outside of the lot; and required a 3ft safety fence around the jobsite. ii. Unit owner capsizes his golf cart driving over the dirt and breaks his back, who is liable? b. Martinez v. Woodmar IV Condo. HOA <ul style="list-style-type: none"> i. The association: did not enforce the lease addendum, ceased conducting background checks, did not respond to or even monitor incidents of crime even though there were multiple reports leading to an eventual drug bust. 	10
<p>VI. Wrap Up (What to do?)</p> <ul style="list-style-type: none"> a. What can be done? <ul style="list-style-type: none"> i. If an association adopts a policy related to safety, it must ensure that the policy is carried out (liability) ii. Perform Risk Assessments iii. Inspections, removal, installation, etc. when necessary b. Questions? 	10
TOTAL: 2 hour class	120

5.

<p>Sponsor: McKelleb Carpenter Hazlewood Course Title: <i>Basic Bankruptcy Principals</i> Request: 2 Hours General Classroom Objective: To ensure that an association knows what to do when a unit's owner files for bankruptcy so that it never violates the automatic stay. Standards: Complies with the following provisions of NAC 116A.232: 1(a) contains current information that will improve professional knowledge; 1(b) contains information that relates to pertinent Nevada laws and regulations; 2(i) federal law pertinent to the management of a CIC. Instructors: Michael W. McKelleb, Esq. Determination: Approved – 2 Hours – General - Classroom</p>	
Content:	Minutes:
<p>I. Introduction</p> <ul style="list-style-type: none"> a. History of Bankruptcy <ul style="list-style-type: none"> i. Ancient Greece – debt slavery ii. Mongolia – death penalty upon third bankruptcy iii. Mosaic Law – every 7 years the release of all debts was mandated 	5
<p>II. Bankruptcy in the U.S.</p> <ul style="list-style-type: none"> a. U.S. Constitution, Article I, 8, Clause 4 b. Bankruptcy Act of 1800 c. Bankruptcy highly disfavored during the colonial period 	5
<p>III. Purpose of Bankruptcy</p> <ul style="list-style-type: none"> a. Consumer Cases- to provide a fresh start b. Commercial Cases – to provide for an orderly distribution of assets, whether through dissolution or reorganization c. Bankruptcy statutes are intended to prevent any party – debtors and creditors alike – from winning a race to the courthouse 	5
<p>IV. Organization of the Bankruptcy Code</p> <ul style="list-style-type: none"> a. Types of bankruptcy filings <ul style="list-style-type: none"> i. Chapter 7 governs general liquidation ii. Chapter 11 governs business reorganization cases iii. Chapter 13 governs individual debt restructuring based on income b. Initiating a bankruptcy <ul style="list-style-type: none"> i. A bankruptcy is initiated by filing a petition that provides for the automatic creation of the bankruptcy estate, including all property in which the debtor has a legal interest ii. Income and assets accumulated after a petition is filed are typically not part of the bankruptcy estate c. Nevada Exemptions <ul style="list-style-type: none"> i. Homestead: \$550,000 (NRS 115.010-020) ii. Books, art, musical instruments and jewelry: \$5,000 (NRS 21.090(a)) iii. Appliances, furniture, electronics, household goods, clothing: \$12,000 (NRS 21.090(b)) iv. Motor vehicle: \$15,000 (NRS 21.090(1)(f)) d. The Means Test <ul style="list-style-type: none"> i. First, calculate the current monthly income ii. Subtract your expense from your income iii. If your disposable income is \$117 or lower, you may file a Ch. 7; \$195 per month or higher, must file Ch. 13. 	35
Break	10

V. The Automatic Stay <ul style="list-style-type: none"> a. Section 362(a) of the code provides that, upon filing a petition, any act against the debtor or the estate is stayed b. When you receive notice that a unit’s owner filed bankruptcy, all action to collect any amounts owed must stop immediately c. When a bankruptcy is filed, an association is prohibited from sending collection letters, recording related documents, calling the unit’s owner, or any other act to collect. d. Upon receiving a bankruptcy, the board should: <ul style="list-style-type: none"> i. Call the collection agency to place the file on hold ii. Notify the attorney to review and determine whether to file a proof of claim iii. Set up separate accounts to track amounts accruing iv. Wait....if no future payments are made, consider filing a motion for relief from the automatic stay. 	15
VI. Violation of the Automatic Stay <ul style="list-style-type: none"> a. Must be avoided at all costs b. Innocent vs. willful c. Any prohibited action that was taken must be voluntarily undone 	15
Break	10
VII. Claims – a right to payment <ul style="list-style-type: none"> a. Proof of Claim <ul style="list-style-type: none"> i. How a creditor’s claim is given recognition in bankruptcy court ii. Rule 3001(c) has strict requirements concerning the supporting information that must be included with a proof of claim 	10
VIII. Discharge <ul style="list-style-type: none"> a. Generally a discharge relieves the debtor from most, sometimes all, debts that arose before the petition date b. A discharge declares void any personal liability on a debt c. The purpose of the discharge is to relieve the debtor of responsibility to provide a fresh start 	10
Questions	
TOTAL: 2 hour class	120

6.

<p>Sponsor: McKelleb Carpenter Hazlewood</p> <p>Course Title: <i>Negotiation Principals & Tactics</i></p> <p>Request: 1 Hour General Classroom</p> <p>Objective: To teach community managers how to better negotiate in relation to their job duties.</p> <p>Standards: Complies with the following provisions of NAC 116A.232: 1(a) contains current information that will improve professional knowledge; 2(o) interpersonal communications; and 2(s) dispute resolution techniques and processes.</p> <p>Instructors: Michael W. McKelleb, Esq.</p> <p>Determination: Approved – 1 Hour – General - Classroom</p>	
Content:	Minutes:
<ul style="list-style-type: none"> I. Introduction <ul style="list-style-type: none"> a. Negotiation in HOAs <ul style="list-style-type: none"> i. Who do community managers negotiate with on a regular basis? <ul style="list-style-type: none"> 1. Board members 2. Service providers 	

<ul style="list-style-type: none"> 3. Unit owners ii. Why is negotiation important? <ul style="list-style-type: none"> 1. Can aid in resolving conflicts before they proceed to litigation <ul style="list-style-type: none"> a. If it fails: <ul style="list-style-type: none"> i. NRED mediation, ii. court-annexed mediation, iii. court-annexed arbitration, iv. informal and formal arbitration, v. litigation (last resort). 2. Can aid in alternative dispute resolution processes 3. Can aid in obtaining better terms and conditions in contracts with vendors iii. Negotiation Example <ul style="list-style-type: none"> 1. ABC HOA has landscaping vendor XYZ. XYZ has not replaced several dead trees as required by the agreement which expires in 3 months. HOA solicited 4 bids, one of which is from XYZ. XYZ recently submitted an invoice in a timeframe that violates the agreement. iv. Basic Concepts <ul style="list-style-type: none"> 1. BATNA – Best alternative to negotiated agreement 2. Reservation Value – The max/min price or term upon which an agreement can be reached 3. ZOPA – Zone of Potential Agreement 4. Anchors 5. Bargaining Power 	15
<ul style="list-style-type: none"> II. Understanding the Steps <ul style="list-style-type: none"> a. Step 1: Your BATNA <ul style="list-style-type: none"> i. Ask yourself, what will I do if this negotiation fails? b. Step 2: Your Reservation Value <ul style="list-style-type: none"> i. The least/most you are willing to offer c. Step 3: Determine the other party's BATNA <ul style="list-style-type: none"> i. What will the other party likely do if the negotiation does not result in an agreement? d. Step 4: Determine the other party's Reservation Value <ul style="list-style-type: none"> i. Gather as much information regarding the other party as possible ii. Use this information to estimate what the other party's reservation value likely is e. Step 5: Determine the ZOPA <ul style="list-style-type: none"> i. The area where the two parties will likely find the terms acceptable, leading to an agreement 	25
<ul style="list-style-type: none"> III. ZOPA Visualized <ul style="list-style-type: none"> a. Negotiation Strategies <ul style="list-style-type: none"> i. Who should make the first offer? ii. What risks are involved? <ul style="list-style-type: none"> 1. Setting an anchor 2. Making an offer that exposes your expectations as too high or low 3. Offending the other party iii. What advantages are there to not making the first offer? <ul style="list-style-type: none"> 1. Test the ZOPA 2. The other party sets the anchor 3. You can offset the effect of the anchor 	10

<ul style="list-style-type: none"> iv. First offer <ul style="list-style-type: none"> 1. Many negotiators believe that the party with superior bargaining power can make the first offer without worry 2. Rather than thinking in terms of bargaining power, consider the amount of information available in order to determine if you should make the first offer 	
<ul style="list-style-type: none"> IV. Conclusion <ul style="list-style-type: none"> a. Information is Power <ul style="list-style-type: none"> i. When you clearly have information, and the other side knows it, they are less likely to attempt to deceive you during the negotiation. ii. How to get information? <ul style="list-style-type: none"> 1. Ask... questions are the most powerful tool in a negotiator's toolbox, and listen. 2. The most important question is "Why?" iii. Contingency and Option Provisions <ul style="list-style-type: none"> 1. Deals with unknowns by providing provisions in an agreement that take affect only when certain contingencies are realized. iv. Negotiation is an art 	10
Questions	
TOTAL: 1 hour class	60